


CITY of
Statesville
NORTH CAROLINA
STATESVILLE CITY COUNCIL MEETING

Statesville City Hall – 227 S. Center Street
May 28, 2026 - 4:00 p.m. - Pre-Agenda Meeting – 2nd Floor Conference Room
June 1, 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**
- VII. **City Manager Report**
- VIII. **CONSENT AGENDA**

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

 - A. **Consider approving the May 7, 2026, Pre-Agenda Meeting Minutes and the May 16, 2026, Regular Meeting Minutes. (E. Kurfees) p. 11**
 - B. **Consider approving Budget Amendment #2026-26 to purchase 1460 Winston Avenue. (Harrell) p. 23**
 - C. **Consider approving the second reading of an ordinance ZC26-06 Turnersburg Hwy (Quick Trip) to rezone from Iredell County General Business Conditional Use District and Highway Business Conditional Use District to City of Statesville B-4 Conditional Zoning District. (Campbell) p. 29**
 - D. **Consider approving the second reading of an ordinance of annexation petition AX26-06 Turnersburg Hwy, filed by Thomas Donton of QuikTrip Corporation for six parcels located at the intersection of Turnersburg Hwy and Interstate 77. (Campbell) p. 37**
 - E. **Consider approving the second reading of the ordinance for TA26-02 batch 1 text changes to the Unified Development Code. (Martin) p. 43**
 - F. **Consider approving the second reading of an ordinance for TA26-03 batch 2 text amendments to the Unified Development Code. (Martin) p. 63**
 - G. **Consider reappointing Steve Knight and Janice Powell to the Stormwater Advisory Commission. (Moore) p. 73**

- H. Consider accepting a grant from NCDOT Aviation Division in the amount of \$3,000,000 to construct a pad ready site for West Star Aviation hangar and approve Budget Amendment # 2026-24. (Ferguson) p. 81
- I. Consider passing a resolution directing the City Clerk to investigate a petition of annexation AX26-03 185 Moose Club Road, filed by Hezekiah Walker of Love Fellowship Tabernacle INC, for two parcels located at 185 Moose Club Road, receive City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of June 15, 2026, for a public hearing for the petition for annexation. (Kirkendall) p. 87
- J. Consider passing a resolution directing the City Clerk to investigate a petition of annexation AX26-08 114 Bristol Road, filed by Mr. Jorge Valdez The Painter's Personal Touch LLC, receive City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of June 15, 2026, for a public hearing for the petition for annexation. (Campbell) p. 95
- K. Consider appropriating fund balance to approve Budget Amendment #2026-23 to pay an economic incentive in the amount of \$153,387 to Denso Manufacturing NC, Inc. (Lawrence) p. 105
- L. Consider approving Budget Amendment #2026-28 to transfer excess funds identified in the Project Fund 321 to Project Fund 327 to support a portion of the capital costs included in the FY26 Adopted Budget for a new fire apparatus and equipment. (Lawrence) p. 141
- M. Consider approving Budget Amendment #2026-29 to transfer and appropriate funds to support the Destination Manager position at SCVB for FY26. (Lawrence) p. 145
- N. Considering renewing the Service Contract with Downtown Statesville Development Corporation to manage the City of Statesville's Main Street program. (Pierce) p. 149

REGULAR AGENDA

- IX. Receive and consider accepting the City's audited Annual Financial Report for the fiscal year that ended on June 30, 2025. (Lawrence) p. 163
- X. Conduct a public hearing and consider approving the Fiscal Year 2027 Budget Ordinance and Fee Schedule. (Lawrence) p. 165
- XI. Conduct a public hearing and consider approving an ordinance to re-establish the Downtown Municipal Service District for another five years (July 1, 2026 - June 30, 2031). (Pierce) p. 167
- XII. Conduct a public hearing and consider passing the first reading of an ordinance to annex AX26-04: 1006 Wall Street, filed by Mr. Garrison Davis of TruNorth Homes LLC, for approximately 0.62 acres located along Wall Street. (Campbell) p. 173
- XIII. Conduct a public hearing and consider passing the first reading of an ordinance to annex AX26-07 237 Third Creek Rd, filed by Mr. Robert Helms of Husky Homes and Land LLC. (Campbell) p. 183

- XIV. Consider approving a resolution to cancel the U-6153 project to relocate Bethlehem Rd adjacent to the Statesville Regional Airport. (Martin) p. 193**
- XV. Advisory Boards Meeting Minutes - None**
- XVI. Other Business**
- XVII. Closed Session (After Pre- Agenda)**
- 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.

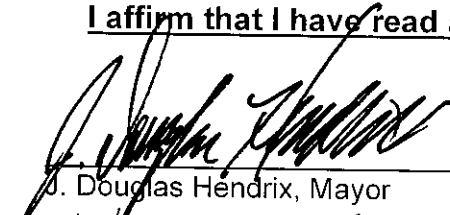
Section 7. At a Special Meeting held on December 2, 2025, the City Council developed the following list of "Norms", which they agreed to exercise in their duties as elected officials:

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

The City Council also agreed to the following actions:

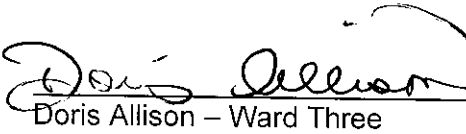
- Foster frequent communication and collaboration between the Council and City Manager/staff
- Agree to disagree when necessary
- Attend, be punctual, and prepare for meetings
- Be informed and participate in meetings and events

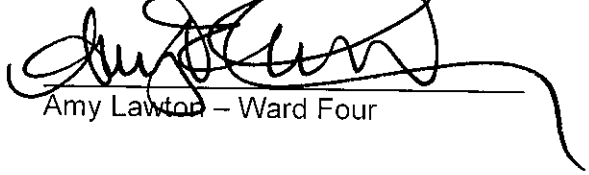
I affirm that I have read and understand the City of Statesville Code of Ethics


 J. Douglas Hendrix, Mayor

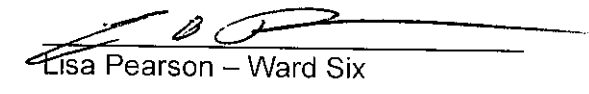

 David Jones, Mayor Pro Tem – Ward One

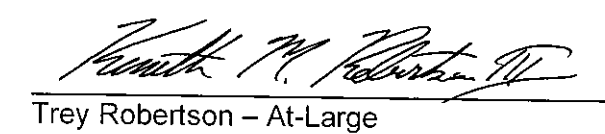

 Kristi Madison Pfeuffer – Ward Two

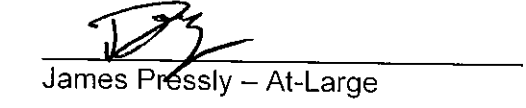

 Doris Allison – Ward Three


 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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**MINUTE BOOK 32, PAGE
STATESVILLE CITY COUNCIL CLOSED SESSION MEETING MINUTES – May 7, 2026
CITY HALL – 227 S. CENTER STREET, STATESVILLE, NC – 3:00 P.M.**

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

Council Absent: None

Staff Present: Ron Smith, Messick, E. Kurfees, Bridges, Nesbit, G. Kurfees, Martin, Leis, Bridges, Amos, Lawrence, Harrell, Vaughan, Campbell, Ivarsson, Leis, Hubert, Hatcher, Ferguson

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. **ALS Awareness Month Proclamation**
2. **National Police Week Proclamation**

VII. Public Comment

VIII. CONSENT AGENDA

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

A. Consider approving the April 9, 2026, Workshop and Pre-Agenda Meeting Minutes and the April 13, 2026, Regular Meeting Minutes. (E. Kurfees)

There were no changes to the minutes.

B. 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)

Smith stated that we are recognizing that we may receive more money from the state. This agreement does not change anything for the City. We put in a credit bond in case Prestige does not finish the project.

Council Member Jones asked about condemnation. Messick stated that if we have to go to condemnation, then Prestige will have to pay for it.

Council Member Jones asked if Prestige do not want to do the work, can we use the funds for another project. Smith stated that this was for economic development and the second set of funds may be only used for economic development.

Council decided to move this to the Regular Agenda.

- C. Consider approving the second ordinance to demolish 409 Monroe Street as unsafe and dangerous condition. (Marion)**
- D. Consider approving the second reading of an ordinance to demolish the dwelling at 1115 Old Charlotte Road as unsafe and dangerous condition. (Marion)**
- E. Consider approving the second 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)**
- F. Consider passing the second reading of the rezoning request: ZC26-07 James Farm Rd (Ochre Hill Apartments) to rezone from B-5 CZ Conditional Zoning District to R-5MF CZ Conditional Zoning District. (Campbell)**
- G. Consider passing a resolution directing the City Clerk to investigate a petition of annexation AX26-04 1006 Wall Street, filed by Mr. Garrison Davis of TruNorth Homes LLC, for the parcel located at 1006 Wall Street, receive City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of June 1, 2026, for a public hearing for the petition for annexation. (Campbell)**

Council Member Pressly asked if there was water and sewer available. Vaughan stated that some of the lines will need to be expanded. The developers are having to put the infrastructure in. The developers in the area are working together to expand the project.

Martin stated that this is a single parcel for a single-family home.

- H. Consider passing a resolution directing the City Clerk to investigate a petition of annexation AX26-07 237 Third Creek Rd, filed by Mr. Robert Helms of Husky Homes and Land LLC, for the parcel located at 237 Third Creek Rd, receive City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of June 1, 2026, for a public hearing for the petition for annexation. (Campbell)**

Campbell stated that this is for one lot with one single family home proposed.

- I. Consider a request to demolish the north elevation drive-thru canopy at 122 North Tradd Street. (Martin)**

Martin stated that this is demolishing the drive-thru canopy at Spectrum.

- J. Consider setting the date of June 15, 2026 to hold a public hearing on an amended system development fee schedule per state statutes. (Vaughan)**

Vaughan stated that we must update our system development fees every 5 years. The fees will go up probably. There is a 45 day notification requirement.

- K. Consider approving a hangar lease with Go Consultants. (Ferguson)**

Ferguson said this hangar is now owned by the City, and we will be leasing it to the current residents. It is just a hangar for airplanes, there are no offices.

Council Member Jones asked if the city has received any requests from private planes currently at the Charlotte Airport. Ferguson said no.

L. Consider approving Budget Amendment #2026-22 to move funds to support newly established firefighter positions. (Lawrence)

Council Member Pressly asked when the station will open. Chief Kurfees said they are hoping to have people in the station starting July 6th.

M. Consider approving the Proposal (RFP) for a new HOME Funds Administrator. (Hatcher)

Hatcher stated that there was only 1 proposal. ICARE will be the new subrecipient of the City's funds.

Smith stated that that Housing Authority has not contacted the City in regard to these funds. ICARE was the only respondent to the RFP.

REGULAR AGENDA

IX. Conduct a public hearing for Text Amendment-02 (TA26-02) and consider approving the first reading of the ordinance with the batch 1 text changes to the Unified Development Code.

(Martin)

Martin reviewed the current batch amendments. Council Member Allison asked about the electronic signage. Martin stated that the Event Center wants an electronic sign.

Council Member Jones asked why the BOA instead of Planning Board. Martin stated that the Board of Adjustment is more quasi-judicial.

X. Conduct a public hearing for Text Amendment-03 (TA26-03) and consider approving the first reading of the ordinance with the batch 2 text changes to the Unified Development Code.

(Martin)

Martin reviewed the second batch. She stated that there is some feedback to change the name of the affordable housing incentive.

Council Member Pfeufer stated that she would like to remove the R-10 from the affordable housing amendment. She stated that the incentive does not need to be in R-10 districts. She would like to craft some of the other language in the R-10.

Council Member Pressly agreed with removing R-10 from the ordinance.

Council Member Allison asked who would qualify for the homes. Martin said Council could make that decision.

Council Member Pfeufer would be to remove the ADU ordinance. She would like to see more design restrictions.

Council agreed to remove the ADUs from the batch.

XI. Conduct a public hearing for conditional rezoning request ZC26-06 Turnersburg Hwy (Quick Trip) to rezone from Iredell County GB Conditional Use District and Iredell County HB Conditional Use District to City of Statesville B-4 Conditional Zoning District. (Campbell)

Campbell stated that this is a rezoning for 6 parcels to rezone to B-4 CZ District. The majority of the parcels are undeveloped besides the Arby's. The Arby's will stay the same. The second parcel will be a fuel/convenient store. The third section will be developed in the future.

XII. Conduct a public hearing and consider passing the first reading of an ordinance of annexation petition AX26-06 Turnersburg Hwy (QuikTrip), filed by Thomas Danton on behalf of QuikTrip Corporation for the parcel(s) located at the intersection of Turnersburg Hwy (Us Hwy 21) and Interstate 77. (Campbell)

XIII. Receive the Fiscal Year 2026-2027 recommended budget from the City Manager, set the public hearing for the budget on June 1, 2026 at 6:00 p.m, and set the Budget Workshop session on May 14, 2026 at 3:30 p.m. (Smith)

Smith thanked the Finance Staff for their work on the budget. He stated the Council will receive the budget on Monday night.

XIV. Other Business

XV. Advisory Board Meeting Minutes

1. Design Review Committee Meeting Minutes, April 9, 2026
2. Historic Preservation Commission Meeting Minutes, April 23, 2026

XVI. Closed Session (After Pre- Agenda)

Mayor Hendrix stated that we needed to go into closed session for the following items:

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

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

Coming out of closed session, Mayor Hendrix stated that the Council discussed an attorney-client privilege matter and a land acquisition. There were no decisions made.

XVII. Adjournment

Council Member Allison made a motion to adjourn the meeting. The motion was seconded by Council Member Pfeufer. The motion passed unanimously.

**MINUTE BOOK 32, PAGE
STATESVILLE CITY COUNCIL REGULAR MEETING MINUTES – May 11, 2026
CITY HALL – 227 S. CENTER STREET, STATESVILLE, NC – 6:00 P.M.**

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

Council Absent: None

Staff Present: Ron Smith, Messick, E. Kurfees, Bridges, Nesbit, G. Kurfees, Martin, Leis, Bridges, Amos, Lawrence, Harrell, Vaughan, Campbell, Ivarsson, Hatcher, Ferguson, Hills, Francica,

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 the Item B was moved to the regular agenda.

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

VI. Presentations & Recognitions (Only at the Regular Meeting)

1. ALS Awareness Month Proclamation

Mayor Hendrix read the proclamation into the record and asked Mr. Scott to come to the podium.

2. National Police Week Proclamation

Mayor Hendrix read the proclamation into the record and asked Chief Onley to come forward.

VII. Public Comment

Vanessa Davidson, Wallace Springs Road, is concerned about firearm discharge in the ETJ. She is concerned about the issues in Statesville. Her main concern with the Police Department.

Kelly Standish, Mountain View, is concerned about the Lenar Homes. The VA is talking about revoking his loan because the home has a fraudulent CO. He believes the home is not up to code. Mr. Smith stated that the inspections are done at the County.

Tom Snyder, 237 Sundance Circle, is concerned about additional homes coming to the City. He would like to see more commercial development come through the planning department.

VIII. CONSENT AGENDA

Mayor Hendrix stated that all items below are considered to be routine by City Council and will be enacted by one motion.

- A. Consider approving the April 9, 2026, Workshop and Pre-Agenda Meeting Minutes and the April 13, 2026, Regular Meeting Minutes. (E. Kurfees)
- ~~B. 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)~~
This item was moved to the Regular Agenda.
- C. Consider approving the second ordinance to demolish 409 Monroe Street as unsafe and dangerous condition. (Marion)
- D. Consider approving the second reading of an ordinance to demolish the dwelling at 1115 Old Charlotte Road as unsafe and dangerous condition. (Marion)
- E. Consider approving the second 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)
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- I. Consider a request to demolish the north elevation drive-thru canopy at 122 North Tradd Street. (Martin)
- J. Consider setting the date of June 15, 2026 to hold a public hearing on an amended system development fee schedule per state statutes. (Vaughan)
- K. Consider approving a hangar lease with Go Consultants. (Ferguson)
- L. Consider approving Budget Amendment #2026-22 to move funds to support newly established firefighter positions. (Lawrence)
- M. Consider approving the Proposal (RFP) for a new HOME Funds Administrator. (Hatcher)

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

REGULAR AGENDA

IX. Conduct a public hearing for Text Amendment-02 (TA26-02) and consider approving the first reading of the ordinance with the batch 1 text changes to the Unified Development Code. (Martin)

Mayor Hendrix opened the public hearing.

Martin reviewed the 8 text amendments in this batch.

1. Adult/Child Home Daycare
2. Public Facilities Signage- **this has been removed for further review**
3. Public Training Facilities
4. Special Use Permits – transitions to conditional zoning to incorporate community meetings
5. Town Homes and Apartments- clarifies standards in the code
6. New Small Scale Mixed Use development option to encourage walkable neighborhoods
7. Small Scale Multi-Family attached, to support missing middle housing
8. Innovation and Flexibility zoning district to encourage creative and high quality development

Staff and the planning board recommend approving the 7 text amendments

Council Member Pressly asked about the changes since Pre-Agenda.

Martin stated that the removal of the R-10 district from attached multi-family, removal of the electronic signage, and requirement that the small scale multi-family to be attached.

Mayor Hendrix closed the public hearing.

Council member Robertson made a motion to approve the first reading of batch 1 text amendment as amended and presented.

He read the consistency statement into the record: The proposed text amendments are hereby approved with the modification Erika stated. With this modification, Batch1 is consistent with the City's 2045 Comprehensive Land Use Plan. Specifically, the Plan encourages new development opportunities that set the City on a more resilient path for the future. Furthermore, the Batch 1 text amendments are reasonable and in the public interest, because they provide a greater variety of housing types, offer flexibility, and support the business community.

Council Member Allison seconded the motion. The motion passed unanimously.

X. Conduct a public hearing for Text Amendment-03 (TA26-03) and consider approving the first reading of the ordinance with the batch 2 text changes to the Unified Development Code. (Martin)

Mayor Hendrix opened the public hearing.

Martin stated that carports and workforce housing are the two amendments in this batch. She stated that the amendment would allow front yard carports.

Build SVL is a new workforce housing text amendment. If approved, affordable housing agreements would need to be determined outside the Unified Development Code.

Martin stated that the new ordinance removes the R-10 from Build SVL and adds additional regulations on carports.

Mayor Hendrix stated that no one signed up to speak during the public hearing. Hearing none, he closed the public hearing. He asked for a motion on the text amendment.

Council Member Robertson made a motion to approve the first reading. He read the consistency statement into the record.

The proposed text amendments are hereby approved as presented and are consistent with the City's 2045 Comprehensive Land Use Plan. Specifically, the amendments support development patterns and housing opportunities that help the City grow in a more resilient, inclusive, and sustainable manner. Furthermore, the proposed changes are reasonable and in the public interest because they provide flexibility and help address the community's need for attainable residential options.

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

- XI. **Conduct a public hearing for conditional rezoning request ZC26-06 Turnersburg Hwy (Quick Trip) to rezone from Iredell County GB Conditional Use District and Iredell County HB Conditional Use District to City of Statesville B-4 Conditional Zoning District.** (Campbell)
Mayor Hendrix opened the public hearing.

Campbell stated that the rezoning request is for parcels north of town. One parcel has an existing restaurant. There is Iredell County Residential, highway business, and Statesville Industrial.

829 Turnersburg Hwy is one parcel. It is planned to be unchanged. There is a proposed convenience store/fuel station, on 8 acres, and a future proposed development, compatible with highway business and will be restricted to uses.

7 attendees attended the community meetings with no raised concerns.

Campbell reviewed the conditions:

1. Provide an enhanced landscape buffer (30' Type F) along property adjacent to I-77.
2. Reserve 55' of ROW from centerline along Turnersburg Hwy (except for landscaping, parking, paving, and signage).
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. Any use that requires Traffic Impact Analysis (TIA) shall construct improvements as identified in the Mitigations Measures Agreement (MMA).
6. The following uses shall be excluded from the proposed site: 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, 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.

Campbell stated that Staff and Planning Board recommend approval of the request contingent upon agreeing to the conditions listed on the concept plan.

Council Member Allison asked if the current tenants need to connect to water and sewer. Campbell stated that both parcels will be commercial properties.

Tom Snyder, Sundance, stated that he is happy to see the project coming.

Mayor Hendrix closed the public hearing.

Council Member Pressly made a motion to approve first reading. He read the consistency statement into the record.

The zoning amendment is approved with the agreed-upon conditions and is consistent with the City's comprehensive land use plan, as the 2045 Land Development Plan designates this area as an Activity Corridor supporting mixed commercial uses. The proposal is also reasonable and in the public interest, as it brings commercial services to a gateway corridor.

Council Member Lawton seconded the motion. The motion passed unanimously.

- XII. Conduct a public hearing and consider passing the first reading of an ordinance of annexation petition 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 (Us Hwy 21) and Interstate 77. (Campbell)**
Mayor Hendrix opened the public hearing.

Campbell stated that this is 6 parcels near 77 on Hwy 21. The parcels are non-contiguous annexation. It is adjacent to Ward 4. Water served by Iredell Water and Sewer can be served after 2027. He stated that Fire Station 5 will serve the area once established. Smith stated that the area will be served by Ebenezer fire department

Staff have reviewed that the request and determined that the site meets statutory requirements.

Mayor Hendrix closed the public hearing.

Council Member Nicholson made a motion to approve the first reading of the annexation request, Council Member Pfeufer seconded the motion. The motion passed unanimously.

- XIII. 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)**

Vaughan stated that the agreement is to construct the 3rd Creek Sewer extension. The revised agreement acknowledges the additional funds since the project will be more costly. Because of State Funds, the city must be the construction administrator. The bid opening is Friday at 2 pm.

Council Member Pearson asked if the city is going to front the funds and then be reimbursed by the State. Vaughan stated that the entire cost will be reimbursed by the State. Council Member Pearson is concerned because the General Assembly cannot pass a budget.

Smith stated that the funds are going to be pulled from an Iredell County project. The sureties that we put in place in the agreement, we do not have any liability. Prestige is signing it to cover the cost of the project whether we receive the funds or not. This is an economic development project to allow Origin Foods to expand. The City has not been going after the funds.

Council Member Jones asked if the City asked for the funds, either time. Smith stated that the city did not ask for the funds. He asked if the development agreement is between the City and Prestige. Messick asked if he meant the reimbursement agreement. He said either. Smith stated that Origin is not a part of the reimbursement agreement. The funds are going to Prestige to build the line.

Messick stated that the reimbursement agreement discusses who is responsible if the State funds do not completely cover the cost of the project.

Council Member Jones asked if the funds could go to a different project. Vaughan stated that the funds were for economic development. So, it could go to any economic development project.

Council Member Lawton asked if we should wait till we receive the bids. Vaughan stated that the funds have to be in the budget. We have the funds in the bank either way.

Council Member Pearson is concerned about the state reimbursing the funds.

Council Member Lawton is concerned that the economic development plan not come to terms.

Council Member Robertson stated that there will be a bond in the reimbursement agreement, which covers the City. Vaughan stated that we have to manage the project because we have to receive the funds.

Council Member Nicholson asked Messick if the reimbursement agreement protects the city. Messick stated that the bond protects the city and her recommendation to approve the amended agreement.

Council Member Allison stated that we do not know what the economy is going to do. She does not want to take the risk.

Council Member Jones makes a motion to approve the amended reimbursement agreement. Council Member Allison seconded the motion. The motion carries unanimously.

XIV. Receive the Fiscal Year 2026-2027 recommended budget from the City Manager, set the public hearing for the budget on June 1, 2026 at 6:00 p.m, and set the Budget Workshop session on May 14, 2026 at 3:30 p.m. (Smith)

Smith reviewed the Budget Retreat Takeaways. Employees were top priority, building firefighter salaries in the budget without a tax increase, add additional street paving funds, the MOC, and Wastewater Treatment Planning.

Smith reviewed the General Fund, which is funded by tax revenues. He also reviewed the Enterprise Funds.

Smith stated that the budget workshop will be Thursday at 3:30 pm.

**XV. Other Business
House Bill 1119**

Smith reviewed House Bil 1119 who is proposed by Representative McNeely and it will only be for Iredell County. It is a bill that limits annexations. The bill states that the land is in present use value, and non-contiguous, in order to annex, then there will be a mandatory consult with Iredell County Board of Commissioners. If it is over 100% school capacity, then the city could have to pay to expand the school.

Council Member Pearson stated that there is restraints because the commissioners do not want to speak to us. She is opposed to the bill.

Council Member Allison stated that the public has a choice to come to the City and it is taking the rights.

Council Member Allison made the motion to approve the resolution. Council Member Lawton seconded the motion.

Council Member Robertson asked to table the motion until the meeting. Smith stated that it has an effective date of July 1. Council Member Jones is in agreement with Robertson. He does not like the bill.

Messick stated that the tabling motion overrules the first motion and we need to vote on it with no debate.

Council Member Pfeufer seconded the motion to table the discussion until following the meeting on Friday.

Mayor Hendrix called for a vote.:

Ayes: Robertson, Pfeufer

Nays: Jones, Allison, Lawton, Nicholson, Pearson, Pressly

The motion fails 2 to 6.

Messick stated we can now vote on the motion to approve the resolution.

Mayor Hendrix called for a vote:

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

Nay: Robertson

The motion passed 7 to 1.

XVI. Advisory Board Meeting Minutes

1. Design Review Committee Meeting Minutes, April 9, 2026
2. Historic Preservation Commission Meeting Minutes, April 23, 2026

XVII. Closed Session (After Pre- Agenda)

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

XVIII. Adjournment

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

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Scott Harrell, Assistant City Manager
DATE: 5/15/2026 11:23 AM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a purchase agreement for the property at 1460 Winston Avenue and budget amendment #2026-26.

1. Summary of Information:

Statesville Public Power (SPP) has leased the building located at 1460 Winston Avenue since 2010 to house a portion of their operations crews. The building is 6,000 sf and sits on an 0.71 acre parcel. It was built in 2001 and consists of warehouse & office space. The current lease expires in July 2026; the monthly lease rate is \$2,500. Since the new SPP facility opened in 2025 the building at 1460 Winston Ave. has been used for storage, but will ultimately no longer be needed by SPP.

The building owner recently contacted SPP staff and conveyed their interest in selling the building. After ordering an appraisal and some negotiation, the owner agreed to sell the building for \$600,000 plus the remainder of the current lease.

The Building Maintenance Division of the City's Recreation and Economic Vitality department is currently housed with the Park Maintenance Division at their facility on Signal Hill Dr. That space is undersized for both divisions and is not ideally located for Building Maintenance. New space for Building Maintenance was programmed into the next phase of the Municipal Operations Center (MOC); the cost estimate for that space is \$2.4M.

2. Previous Council or Relevant Actions:

Council reviewed this opportunity at the 3x3 meetings held on April 14. The response was favorable, with the request that staff also pursue the adjacent properties for purchase.

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: N/A

Strategic Plan Values: We value Quality and Creativity

Purchasing this property will provide the Building Maintenance Division with needed room to operate in a more centrally-located facility, at a substantially less cost than building comparable new space at the MOC.

4. Budget/Funding Implications:

The anticipated purchase price is \$600,000. The owner has also asked that the City pay out the remainder of the lease, which is \$2,500/month and terminates on July 7, 2006. Closing costs and anticipated upfit / move-in costs bring the total recommended budget for this purchase to \$700,000.

Budget amendment 2026-26 appropriates the \$700,000 from fund balance for this purchase.

5. Consequences for Not Acting:

The Building Maintenance Division will remain in their current space, and we will need to build them a larger space soon.

6. Department Recommendation:

Staff recommends approving the purchase of the property at 1460 Winston Ave. to house the Building Maintenance Division.

7. Manager Comments:

Recommend adopting the budget amendment and moving forward with this purchase.

8. Next Steps:

If approved, staff will proceed with the purchase and transition the Building Maintenance division into this space.

The building programmed into the MOC project will still be constructed for use as warehouse and storage space for SPP and Public Utilities.

9. Attachments:

1. Offer to Purchase.docx-2
2. BA Form Purchase of 1460 Winston Ave #2026-26

OFFER TO PURCHASE AND CONTRACT

City of Statesville, a North Carolina Municipal Corporation, as Buyer, hereby offers to purchase and **Howard A. Taylor and Lorrie N. Taylor,** as Sellers, upon acceptance of said offer, agrees to sell and convey, all of that parcel of land described below, together with any buildings and improvements thereon (referred to as "the Property"), upon the following terms and conditions:

1. PROPERTY: All of Iredell County PIN 4734501477.000 more commonly known as 1460 Winston Avenue, Statesville, NC 28677.

Deed Reference: Deed Book 1825, Page 2391, Iredell County Registry.

2. PURCHASE PRICE: The purchase price is **\$600,000.00** and shall be paid as follows:

(a) \$ _____ EARNEST MONEY DEPOSIT paid by check upon execution of this contract, to be deposited and held by Buyer's Attorney until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event of breach of this contract by Seller, upon Buyer's request, all earnest money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest money shall be forfeited to Seller, but receipt of such forfeited earnest money shall not affect any other remedies available to Seller for such breach.

(b) **\$600,000.00** Remainder of the purchase price paid in cash, certified check or wired funds due at closing.

3. PURCHASE CONDITIONS:

(a) At the time of execution of this offer to purchase, Buyer currently leases pursuant to a written lease executed on July 7, 2025 the Property from Sellers. The lease term is for a period of one (1) year and shall expire at midnight on July 7, 2026. Buyer shall continue to honor this lease agreement until its expiration on July 7, 2026, and shall continue to make the required lease payment of \$2,500 per month until the expiration of the lease. A copy of the lease agreement is attached as Exhibit A.

(b) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.

(c) Title must be delivered at closing by General Warranty Deed, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year; utility easements, access easements, right of way and unviolated restrictive covenants; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

(d) The Offer to Purchase shall be approved and ratified by City Counsel in order for the Buyer to fulfill its obligations under this Offer to Purchase.

4. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad Valorem taxes on real property shall be prorated on a calendar year basis up until the date of Closing (b) all utilities shall be paid by Seller through date of Closing (c) any lease payments credited to Seller through date of Closing.

5. CLOSING EXPENSES: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps) and Broker's commissions. Buyer shall pay recording costs, costs of any title search, title insurance, the cost of a new survey and inspection expenses. Each party shall pay its own attorney's fees.

6. EVIDENCE OF TITLE: Seller agrees to use its best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, a copy of survey, and deed relating to the Property in possession of or available to Seller.

7. LABOR AND MATERIAL: Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer's title insurance company showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer and Buyer's title insurance company against all loss from any cause or claim arising there from.

8. PROPERTY INSPECTIONS:

(a) Property Inspection: Seller agrees to use best efforts to deliver to Buyer copies of all leases, studies, reports, surveys and other information currently in Seller's possession. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, third party inspections to determine whether utilities, zoning, environmental matters, soil conditions, title and survey matters are suitable for Buyer's intended use. Inspections must be completed on or before June 1, 2026. If the results of those inspections are not acceptable to Buyer, at Buyer's sole discretion, Buyer may terminate this contract by giving written notice of termination to Seller on or before 5:00 PM EST June 2, 2026, and Buyer shall be entitled to retain all of the earnest money deposit. Should buyer terminate after this inspection date, then all Buyer earnest money shall be forfeited.

(b) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN AS IS/WHERE IS CONDITION. The Property is being conveyed by Seller in AS IS/WHERE IS condition without representation or warranty, express or implied, as to the condition thereof, the merchantability thereof or the fitness thereof for any particular use or purpose, and Seller is under no obligation to repair any portion of the Property.

9. REASONABLE ACCESS: Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of inspection and/or evaluation of the Property. Buyer will hold Seller harmless for its actions or the actions of its employees or agents.

10. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before **June 5, 2026** at the office of Buyer's attorney, or as designated by Buyer. Seller may elect to close in escrow via overnight delivery of documents. The deed is to be made to Buyer or as directed by Buyer.

11. POSSESSION: Possession shall be delivered at Closing.

12. ASSIGNMENT: Buyer may assign this contract only with the written consent of Seller, but if assigned, then this contract shall be binding on the assignee and his heirs and successors.

13. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

14. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. The Laws of North Carolina shall govern this contract.

15. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below. This offer remains open for acceptance by Seller for five (5) days after the date signed by Buyer, and the offer shall terminate if it is not so accepted. Seller shall promptly return to Buyer a signed counterpart of this contract after Seller signs it.

16. INDEMNITY: The Seller indemnifies and holds harmless the Buyer and the Buyer's heirs, assigns, successors, employees, officers, agents or any related party to Buyer, from any and all actions, causes of action, suits, claims and losses of any nature relating to or from the operations or activities of Buyer subsequent to the closing date. The Buyer indemnifies and holds harmless the Seller and the Seller's heirs, assigns, successors, employees, officers, agents or any related party to Seller, from any and all actions, causes of action, suits, claims and losses of any nature relating to or from any and all conditions of the Property existing at the closing date.

**Signature Page for
OFFER TO PURCHASE AND CONTRACT
City of Statesville and Taylor**

Buyer: **City of Statesville, a Municipal Corporation**

Seller:

By: _____ (SEAL)

Name: J. Douglas Hendrix

Title: Mayor

Howard A. Taylor

Lorrie N. Taylor

Date: _____, 2026

Date: _____, 2026

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Joseph Campbell, Planner II
DATE: 5/15/2026 11:33 AM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the second reading of an ordinance ZC26-06 Turnersburg Hwy (Quick Trip) to rezone from Iredell County General Business Conditional Use District and Highway Business Conditional Use District to City of Statesville B-4 Conditional Zoning District.

1. Summary of Information:

This request, initiated by Mr. Thomas Donton on behalf of the property owner(s) James and Sandra Faw is to conditionally rezone 6 properties, approximately 24.1 acres. The parcels are currently zoned by Iredell County HB CUD (Highway Business) Conditional Use District and Iredell County GB CUD (General Business) Conditional Use District. The request is to rezone to City of Statesville B-4 CZ (Highway Business) Conditional Use District to construct a convenience store/fueling station, allow the continuation of an existing fast-food restaurant, and allow for future commercial with several use restrictions. This is a conditional rezoning; therefore, it is subject to conditions agreed upon by the applicant and City Council.

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)

Department Feedback:

- Ward: If annexed into the City, this property should be designated as Ward 4.
- Engineering: Turnersburg Highway is maintained by NCDOT.
- Stormwater: No concerns currently.
- Planning: The site is currently located in Iredell County's Zoning Jurisdiction. The 2045 Land Development Plan shows the property to be in an area suitable for Activity Corridor which includes

commercial uses. This is within the Tier 2 Growth Area, indicating it is a preferred area for utility and service extension, and where expansion is expected in the planning horizon.

- Fire: The site is outside of the 4-minute response time even with Station 5 opening. Once operational, Station 5 will cover this area. Additionally, staff will eventually need another station in the 21 North area, potentially around Strawberry Lane and I-77.
- Police: No concerns at this time, additional staffing will be requested as population rises.
- Water/Sewer: Water will be serviced by Iredell Water Corporation and City of Statesville Sewer will be available January 2027. Sewer flow for this site would be approximately 4,800 gpd (gallons per day).
- Electricity: Serviced by Duke Energy.

2. Previous Council or Relevant Actions:

City Council held the public hearing and first reading on May 11, 2026. One individual from the public spoke in favor of the project. The first reading passed unanimously.

The Planning Board recommended approval of the rezoning request at their regular meeting on March 24, 2026.

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: N/A

The 2045 Land Development Plan shows the property to be in an area suitable for Activity Corridor which supports a variety commercial uses. This area is in Tier 2 of the Tiered Growth Map.

4. Budget/Funding Implications:

N/A

5. Consequences for Not Acting:

The owner could explore by-right options for development in Iredell County

6. 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 and the planning board recommend option 1 - approval of this rezoning request with the agreed upon conditions.

7. Manager Comments:

Concur with the department recommendation.

8. Next Steps:

If approved, the rezoning would go into effect on June 1, 2026.

9. Attachments:

1. quiktrip Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF THE AFTER DESCRIBED PROPERTIES FROM IREDELL COUNTY GB (GENERAL BUSINESS) CONDITIONAL ZONING DISTRICT AND IREDELL COUNTY HB (HIGHWAY BUSINESS) CONDITIONAL ZONING DISTRICT TO CITY OF STATESVILLE B-4 (HIGHWAY BUSINESS) CONDITIONAL ZONING DISTRICT.

**ZC26-06 Turnersburg Hwy (QuikTrip)
24.1 acres off of Turnersburg Hwy, Statesville, NC
Iredell County Tax Map Parcel #'s 4746-88-5198, 4746-87-2662, 4746-77-9629, 4746-87-6475, 4746-77-7443, and 4746-88-0197**

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 May 11, 2026 at 6:00 p.m. in the Council Chambers at City Hall, 227 South Center Street, Statesville, North Carolina, for the purpose of considering a proposed ordinance to change the zoning classification of the after described properties from Iredell County GB CUD (General Business) Conditional Use District and Iredell County HB CUD (Highway Business) Conditional Use District to City of Statesville B-4 CZ (Highway Business) Conditional Zoning District; said notice having been published in the Statesville Record and Landmark, a newspaper having general circulation in this area on April 30, 2026 and May 7, 2026, all in accordance with the procedure set forth in N.C.G.S. 160D-601; and

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

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

1. Provide an enhanced landscape buffer (30' Type F) along property adjacent to I-77.
2. Reserve 55' of ROW from centerline along Turnersburg Hwy (except for landscaping, parking, paving, and signage).
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. Any use that requires Traffic Impact Analysis (TIA) shall construct improvements as identified in the Mitigations Measures Agreement (MMA).
6. 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, 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.

Description

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).

BEGINNING at an existing iron pin on the northern right of way line of Turnersburg Highway, U. S. Highway 21, the southeast corner of Rose Chapel United Methodist Church as described in Deed Book 911 at Page 1580 in the Iredell County Registry, said iron pin being located S 42-15-26 W 1,347.17 feet and S 42-50-30 W 292.14 feet from North Carolina Geodetic Survey

(NCGS) monument "ONE (1983)" which has North Carolina Grid coordinates of North = 769,276.75 feet and East = 1,449,193.13 feet, thence running with the eastern boundary line of Rose Chapel United Methodist Church N 47-47-12 W 224.53 feet to an iron pin set in the eastern boundary line of Rose Chapel United Methodist Church, a new corner of J. C. Faw; thence running with a new line of J. C. Faw N 43-13-53 E 176.18 feet to an iron pin set, a new corner of

J. C. Faw; thence running with a new line of J. C. Faw S 47-09-34 E 223.32 feet to an iron pin set on the northern right of way line of Turnersburg Highway, a new corner of J. C. Faw; thence running with the northern right of way line of Turnersburg Highway S 42-50-30 W 173.72 feet to the point and place of BEGINNING, containing 0.899 acres, more or less, and being a portion of the property conveyed from John Robert Graham and wife, Louise O. Graham to J. C. Faw in Deed Book 800 at Page 214 dated February 28, 1990, in the Iredell County Registry and being drawn according to a Survey Map prepared by Gerald V. Grant, Professional Surveyor, dated January 28, 2003.

This ordinance was introduced for first reading by Councilmember _____, seconded by Councilmember _____, and unanimously carried on the 11th day of May 2026.

Ayes:

Nayes:

The second and final reading of this ordinance was heard on the 1st day of June 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 1st day of June, 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: 5/15/2026 11:34 AM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the second reading of an ordinance of annexation petition AX26-06 Turnersburg Hwy, filed by Thomas Donton of QuikTrip Corporation for six parcels located at the intersection of Turnersburg Hwy and Interstate 77.

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.

- Ward: If annexed into the City, this property should be designated as Ward 4.
- Engineering: Turnersburg Highway is maintained by NCDOT.
- Stormwater: No concerns currently.
- Planning: The site is currently located in Iredell County's Zoning Jurisdiction. The 2045 Land Development Plan shows the property to be in an area suitable for Activity Corridor which includes commercial uses. This is within the Tier 2 Growth Area, indicating it is a preferred area for utility and service extension, and where expansion is expected in the planning horizon.
- Fire: The site is outside of the 4-minute response time even with Station 5 opening. Once operational, Station 5 will cover this area. Additionally, staff will eventually need another station in the 21 North area, potentially around Strawberry Lane and I-77.
- Police: No concerns at this time, additional staffing will be requested as population rises.
- Water/Sewer: Water will be serviced by Iredell Water Corporation and City of Statesville Sewer will be available January 2027.
- Electricity: Serviced by Duke Energy.

2. Previous Council or Relevant Actions:

City Council held the Public Hearing and First Reading on May 11, 2026. One person spoke in favor of the item during the public hearing. The first reading passed unanimously.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: N/A

Strategic Plan Values: N/A

4. Budget/Funding Implications:

N/A

5. Consequences for Not Acting:

N/A

6. Department Recommendation:

Approve second reading.

7. Manager Comments:

Recommend approving the second reading.

8. Next Steps:

If approved, the annexation would be effective June 30, 2026.

9. Attachments:

1. Ordinance AX26-06 Turnersburg

ORDINANCE NO. _____

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

Case No. AX26-06 Turnersburg Hwy (QuikTrip)

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

WHEREAS, the Statesville City Council has petitioned under G.S. 160A-58.1, to annex the non-contiguous 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 11th day of May 2026 after due notice by publication on the 30th day of April 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 June 30, 2026, at 11:59 p.m.

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).

BEGINNING at an existing iron pin on the northern right of way line of Turnersburg Highway, U. S. Highway 21, the southeast corner of Rose Chapel United Methodist Church as described in Deed Book 911 at Page 1580 in the Iredell County Registry, said iron pin being located S 42-15-26 W 1,347.17 feet and S 42-50-30 W 292.14 feet from North Carolina Geodetic Survey (NCGS) monument "ONE (1983)" which has North Carolina Grid coordinates of North = 769,276.75 feet and East = 1,449,193.13 feet, thence running with the eastern boundary line of Rose Chapel United Methodist Church N 47-47-12 W 224.53 feet to an iron pin set in the eastern boundary line of Rose Chapel United Methodist Church, a new corner of J. C. Faw; thence running with a new line of J. C. Faw N 43-13-53 E 176.18 feet to an iron pin set, a new corner of J. C. Faw; thence running with a new line of J. C. Faw S 47-09-34 E 223.32 feet to an iron pin set on the northern right of way line of Turnersburg Highway, a new corner of J. C. Faw; thence running with the northern right of way line of Turnersburg Highway S 42-50-30 W 173.72 feet to the point and place of BEGINNING, containing 0.899 acres , more or less, and being a portion of the property conveyed from John Robert Graham and wife, Louise O. Graham to J. C. Faw in Deed Book 800 at Page 214 dated February 28, 1990, in the Iredell County Registry and being drawn according to a Survey Map prepared by Gerald V. Grant, Professional Surveyor, dated January 28, 2003.

Section 2. Upon and after June 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 11th day of May 2026.

AYES:

NAYES:

The second and final reading of this ordinance was heard on the 1st day of June 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 June 2026 at 11:59 p.m.

City of Statesville

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Erika Martin, AICP, Planning Director
DATE: 5/15/2026 3:28 PM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the second reading of the ordinance for TA26-02 batch 1 text changes to the Unified Development Code.

1. Summary of Information:

- **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.
- **Innovation & Flexibility (IF) District:** The UDC is antiquated and may inadvertently discourage 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 encourages infill, mixed residential by providing a by-right path forward and relaxing requirements for often-constrained sites.
- **Small-Scale Multifamily:** 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 City Council) review certain uses to ensure properties are not adversely impacted in accordance with state law.

2. Previous Council or Relevant Actions:

City Council held the public hearing and first reading on May 11, 2026. There was no individuals who spoke during the public hearing. The first reading passed unanimously.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

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

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

Strategic Plan Values: We value Quality and Creativity

These amendments support the City's strategic goals by promoting economic investment, expanding housing options, enhancing neighborhood livability, and improving transparency and efficiency in the development review process. Collectively, they modernize the Unified Development Code, align local regulations with state law, and implement the vision of the Comprehensive Plan through more flexible, predictable, and context-sensitive development standards.

4. Budget/Funding Implications:

N/A

5. Consequences for Not Acting:

Current regulations would remain in place.

6. Department Recommendation:

Planning Board tabled this item at their March 24, 2026, meeting. Staff recommends Option 1.

7. Manager Comments:

Recommend approving option 1.

8. Next Steps:

If approved, staff will work on updating the Unified Development Code.

9. Attachments:

1. CC Batch 1 Amended Text-GREENHIGHLIGHTS
2. Ordinance for TA26-02 Batch 1 (Edit 2)

City of Statesville Staff Proposed Text Amendments – Batch One

Key

Revisions post Agenda Briefing= **Green highlight**

New text = **Yellow highlight**

Existing removed text = ~~Red strikethrough~~

Townhomes from Special Use Permit to Conditional Rezoning

Article 2. – Development Review Process

Section 2.10 – Special Use Permits

B. Applicability

1. Special Use Permits for those uses listed in Table 3-1 may be issued by the ~~City Council~~ **Board of Adjustment** after review and ~~recommendation~~ **confirmation** by the Technical Review Committee **that the UDC has been met**. In rendering a decision, the ~~City Council~~ **Board of Adjustment** shall hold an evidentiary hearing and follow applicable quasi-judicial proceedings.
- ~~2. Special use permits for multi-family and townhome developments may be issued by the City Council after review and recommendation by the Technical Review Committee. In rendering a decision, the City Council shall hold an evidentiary hearing and follow applicable quasi-judicial proceedings.~~

Article 3. – Zoning

Section 3.04 - Zoning District Regulations

Table 3-1 lists the principal uses allowed within zoning districts, ~~and~~ uses permitted by Special Use Permits, and uses permitted with a Conditional Rezoning.

All uses are subject to the standards and regulations within this Code.

A. Permitted Uses

A "P" indicates the listed use is allowed by-right within the respective zoning district. Note that some additional requirements conditions may be established pursuant to Article 5 or 6 of this Code.

B. Special Uses

A "S" indicates the listed use is allowed within the respective zoning district only after review and approval of a Special Use Permit. Note that some additional requirements conditions may be established pursuant to Article 5 or 6 of this Code.

C. Supplemental Regulations

A "SR" indicates the listed use is allowed within the respective zoning district if additional requirements are met. Wherever any "SR" provision conflicts with local regulation within the UDC, the use-specific requirement shall govern as ~~only after review and approval by City Staff. Note that conditions for some of these uses are~~ established in Article 5 or 6 of this Code. In addition to the "SR" all other applicable provisions of the UDC shall apply.

D. Performance Standards

A "PS" indicates that performance standards have been established in Article 5 or 6 of this Code. Wherever any "PS" provision conflicts with local regulation within the UDC, the use-specific requirement shall govern. In addition to the "PS" all other applicable provisions of the UDC shall apply.

E. Prohibited Uses

An empty cell indicates the listed use is not allowed within the respective zoning district, unless otherwise expressly allowed within this Code.

F. ~~Reserved.~~ Conditional

A “CZ” indicates that the use may be permitted with specific conditions that limit or shape how a property can be developed. Note that additional requirements for some of these uses are established in Article 5 or 6 of this Code. In addition to any conditions placed on the property, all other applicable provisions of the UDC shall apply.

Section 3.04 - Zoning District Regulations

Development within the jurisdiction, including Extraterritorial Jurisdiction (ETJ), shall be consistent with the purposes and standards of the applicable zoning district and all applicable provisions of this Code.

Table 3-1: Use Matrix

- X — Permitted
- SR — Supplemental Regulations
- SP — Special Use Permit
- PS — Performance Standards
- CZ – Conditional Zoning

Small Scale Mixed Use

Permitted by Right with Supplemental Requirements in the following districts: R-15M, R-10M, R-8-MF, R-8M, R-5, R-5 MF, O-1, O & 1-2, B-1, B-2, B-3, B-4

Small Scale Attached Multi-Family

Permitted by Right with Supplemental Requirements in the following district: R-8, R-8M, R-8MF, R-5, R-5 MF, O-1, O & I-2, B-1, B-2, CB, CBP/H-115

Townhomes

Permitted through Conditional Rezoning with Supplemental Requirements in the following district: R-8MF, R-5, R-5 MF, O-1, O & I-2, B-1, B-2, B-3

Multi-Family

Permitted through Conditional Rezoning with Supplemental Requirements in the following district: R-5 and O-1

Article 6. – Development Standards

Section 6.02 - Density and Dimensional Standards

B. Residential Density

2. Multi-Family and Townhomes

R-8MF maximum nine (9) units per acre for multi-family or townhomes.

All other districts that permit multi-family or townhomes may have a maximum of (20) units per acre (unless otherwise specified by this Ordinance).

- a. Parking should be alley-loaded or as a rear parking lot. If front loaded parking is desired, a minimum width of 10ft of retained pervious (grass or landscaped) area shall be required between driveways.
- b. No more than eight (8) townhouse dwelling units shall be constructed in any single continuous row.

~~Townhome units may be increased up to nine (9) units per acre with a Special Use Permit and must meet the following criteria:~~

- ~~c. A Class "C" fifteen-foot buffer will be provided along adjacent residentially-zoned properties.~~
- ~~d. Development will be designed to connect internal streets.~~
- ~~e. Internal and external streets will provide curb, gutter, sidewalks and street trees whether public or private.~~
- ~~f. Entrance to development will be landscaped.~~

- ~~g. Amenities such as walking trails, playgrounds, pools, picnic shelters and community centers will be located centralized in the development.~~
- ~~h. Mix of materials such as brick, stone, stucco, hardi plank and vinyl and architectural features such as gable roof, porches, balconies, variation of height and depth will be provided in elevations.~~
- ~~i. Driveways or streets shall connect to adjoining properties to minimize number of driveways.~~
- ~~j. Development must meet the required Findings of Fact per Section 2.10, Special Use Permits.~~
- ~~k. If requested through conditional zoning, the requirements of this section shall be met and a Special Use Permit is not required.~~

~~R-5MF maximum sixteen (16) units per acre for multi-family.~~

~~Townhome units may be increased up to twenty (20) units per acre with a Special Use Permit and must meet the following criteria:~~

- ~~a. A Class "C" fifteen-foot buffer will be provided along adjacent residentially-zoned properties.~~
- ~~b. Development will be designed to connect internal streets.~~
- ~~c. Internal and external streets will provide curb, gutter, sidewalks and street trees whether public or private.~~
- ~~d. Entrance to development will be landscaped.~~
- ~~e. Amenities such as walking trails, playgrounds, pools, picnic shelters and community centers will be located centralized in the development.~~
- ~~f. Mix of materials such as brick, stone, stucco, hardi plank and vinyl and architectural features such as gable roof, porches, balconies, variation of height and depth will be provided in elevations.~~
- ~~g. Driveways or streets shall connect to adjoining properties to minimize number of driveways.~~
- ~~h. Development must meet the required Findings of Fact per Section 2.10, Special Use Permits.~~
- ~~i. If requested through conditional zoning, the requirements of this section shall be met and a Special Use Permit is not required.~~

3. Small-Scale Mixed Use

- a. Lot size for upper story residential shall be under one (1) acre total site disturbance.
- b. No minimum lot size or width.
- c. Shall not exceed the height limits for the district.
- d. Front and corner yard setbacks for such buildings may be reduced to 10ft if parking is provided to the side or rear.
- e. Side setbacks and rear setbacks may be reduced to 5 ft.
- f. Off-street parking minimum may be reduced by 50%. On-street parking may be provided if approved by the Director of Public Works or City Engineer.
- g. Buffer yards are not required. However, any mechanical equipment and dumpsters shall be screened with vegetation or an opaque fence or wall.
- h. No common open space shall be required.
- i. The building shall contain at least one (1) permissible use listed in the B-1 zoning district on the ground floor and at least (1) one upper-story residential unit.

4. Small-Scale Attached Multifamily

Development must be on a site under one (1) acre that is comprised of a lot of record that existed on or before May 11, 2026.

- a. No minimum lot width.
- b. Small-scale attached residential may be in multiple forms; such as, but not limited to stacked, side-by-side row style, double-duplexes, fourplexes, converted homes, and house-scale multifamily. Such units shall be attached and shall not exceed the height dimensions for the district.
- c. Shall not exceed four (4) units per existing lot. Upon site plan approval, units may be subdivided into conforming lots or remain on one lot.
- d. Must meet the setbacks of the underlying zoning district (side setback shall be met for end units, 0' setback for units sharing a wall).
- e. Parking shall be located on a small parking pad behind the unit, in a garage with a minimum width of 10ft of retained pervious (grass or landscaped) area between driveways, or on a driveway (or shared

driveway) with a minimum width of 10ft of retained pervious (grass or landscaped) area between driveways.

- f. Buffer yards are not required. However, any mechanical equipment and dumpsters shall be screened with vegetation or an opaque fence or wall.
- g. No common open space shall be required.

Section 9.02 – Definitions

Dwelling Unit - Multi Family - a building or portion thereof used or designed for ~~three (3)~~ five (5) or more dwelling units; the term includes apartments, townhomes, and condominiums.

Dwelling Unit, Small-Scale Attached Multi-Family- a structure composed of two (2), three (3), or four (4) attached dwelling units on the same parent parcel. Also, known as missing middle housing, mansion apartments, small footprint apartments, duplex (side by side or stacked), triplex, fourplex, or quadplexes.

Dwelling Unit, Small-Scale Mixed Use- a dwelling unit or units located on a floor above a non-residential use(s) on the ground floor. May include live-work buildings (built to residential code in which the operator lives and works in the same unit) or commercial with upper-story residential.

Adult/Child Home Daycare

Article 9. – Definitions

Section 9.02 - Definitions

Adult/Child Home Day Care - a residence within which child or adult care and supervision is provided for less than a twenty-four (24) hour period. ~~A family childcare home is allowed to provide care for one (1) of the following groups of children, including the operator's own preschool-age children and excluding the operator's own school-age children up to thirteen (13) years of age:~~

~~A. A maximum of eight (8) children, with no more than five (5) children who are from birth to five (5) years of age, plus three (3) school-age children.~~

~~B. A maximum of three (3) children from birth to twenty-four (24) months of age, plus three (3) children from two (2) to five (5) years of age and three (3) school-age children up to thirteen (13) years of age, for a total of nine (9) children.~~

~~C. A maximum of ten (10) children if all children are older than twenty-four (24) months of age.~~

~~Adult care is limited to five (5) adults, unrelated to the caregiver. The childcare or adult care center must meet the requirements of the North Carolina Department of Health and Human Services. in regard to parking, handicap access, building code, fire code, and sanitation.~~

Public Training Facility Regulations

Article 5. – Supplemental Regulations/Performance Standards for Specific Uses

Section 5.04 – Primary Uses and Structures

S. Schools

3. Specific standards, Public Safety Training Facility. May be permitted subject to the following:

- a. Permitted as part of a College, University, Community College land use within the Light Industrial (LI) general use zoning district only.
- b. Land Uses shall be limited to: administrative buildings, classroom/lab training and testing facilities, physical ability test/training including outdoor exercise facilities (including locker room and shower facilities), fire training facilities (burn building, confined spaces, vehicle/airplane fire, fuel fire, rescue training, etc.), emergency medical training, vehicle extraction training, indoor shooting range, car driving facility (competency course, precision, evasive action, etc.), and customary accessory uses (maintenance garage storage, etc.).
- c. Setbacks: Individual training facilities shall observe the following:

- i. Driving facility/track: one hundred (100) feet minimum from ~~all property lines~~ existing residential structures.
- ii. Indoor shooting facility: two hundred (200) feet minimum from ~~all property lines~~ existing residential structures.
- iii. Burn tower/fire training activities: three hundred (300) feet minimum from ~~all property lines~~ existing residential structures.

Innovation & Flexibility (IF) District

Article 3. – Zoning

A. Base Zoning Districts

To carry out the purpose and intent of this Code and provide for the orderly growth and development, the jurisdiction of the City is hereby divided into the following zoning districts:

RA Residential Agricultural District

R-20 Suburban Residential District

R-15 Urban Fringe Low Density Residential District

R-15M Urban Fringe Low Density Residential/Manufactured Housing District

R-10 Urban Low Density Residential District

R-10M Urban Low Density Manufactured Housing Residential District

R-8 Medium Density Single-Family Residential District

R-8M Medium Density Single-Family/Manufactured Housing Residential District

R-8MF Medium Density Multi-Family Residential District
R-5 High Density Single-Family Residential District
R-5M High Density Single-Family/Manufactured Housing Residential District
R-5MF High Density Multi-Family Residential District
O-1 Office Single Lot District
O & I-2 Office and Institutional Complex District
B-1 Neighborhood Service District
B-2 Neighborhood Business District
B-3 Shopping Center Business District
B-4 Highway Business District
B-5 General Business District
CB Central Business District
CBP Central Business Perimeter District
LI Light Industrial District
HI Heavy Industrial District
HD Historic District Overlay
PUD Planned Unit Development District
H-115 Highway 115/Shelton Avenue Corridor District
IF Innovation & Flexibility District

3.04 Zoning Districts

AA. Innovation & Flexibility (IF) District

<p>Purpose: The Innovation & Flexibility District is intended to encourage creative, adaptable development that supports emerging uses, creative entrepreneurship, evolving business models, and/or strategic higher-density residential opportunities. The district provides a flexible regulatory framework that allows a broad mix of compatible uses or a vital singular use. Development within the district should promote innovation, collaboration, and economic growth while allowing creativity in site design, building form, and land use to accommodate changing market conditions, support housing choice, and deliver vibrant, places within the City.</p> <p>Authorized Uses: Uses permitted in this zoning district shall be limited through the Conditional Rezoning process. Uses not expressly listed in the permitted use table may also be considered through the IF district.</p>	Minimum Lot Size	Determined through CZ
	Minimum Lot Width (at front setback line)	Determined through CZ
	Front Setback	Determined through CZ
	Corner Lot Setback (lot with frontage on 2 streets)	Determined through CZ
	Side Setback	Determined through CZ
	Rear Setback	Determined through CZ
	Maximum Height Limit	Determined through CZ

<p>Development Notes:</p> <ol style="list-style-type: none"> 1. The Concept Plan with written conditions (or written conditions only) shall address: <ul style="list-style-type: none"> • Density and Dimensional Standards • Parking Standards • Landscape & Fencing Standards • Lighting Standards • Open Space Standards • Sign Regulations • Design Standards • Street Cross-sections 2. Development may deviate from any local land use and development regulations (with the exception of flood damage prevention, erosion and sedimentation control, stormwater, fire code, and applicable state and federal regulations) expressly requested by the Applicant through the Conditional Zoning process and agreed upon by the City Council. 3. The proposal shall include a purpose statement that clearly demonstrates alignment with the City's Comprehensive Land Use Plan. 		
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ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE, ARTICLE 2
DEVELOPMENT REVIEW PROCESS, SECTION 2.10 SPECIAL USE PERMITS,
ARTICLE 3
ZONING, SECTION 3.04 ZONING DISTRICT REGULATIONS, ARTICLE 5
SUPPLEMENTAL REGULATIONS/PERFORMANCE STANDARDS FOR SPECIFIC
USES, SECTION 5.04 PRIMARY USES AND STRUCTURES, ARTICLE 6
DEVELOPMENT STANDARDS, SECTION 6.02 DENSITY AND DIMENSIONAL
STANDARDS, SECTION 6.07 SIGN REGULATIONS, AND ARTICLE 9 DEFINITIONS,
SECTION 9.02 DEFINITIONS**

TA26-02: Batch 1 Text Amendments

WHEREAS, a request has been made to amend the Unified Development Code regarding adult/child home daycares, electronic signage, public training facilities, small-scale mixed uses, small-scale multi-family uses, townhome and multi-family uses, processes within the permitted use table, processes related to conditional rezoning and special use permits, creation of Innovation & Flexibility (IF) district, and related definitions.

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

Townhomes from Special Use Permit to Conditional Rezoning

Article 2. – Development Review Process

Section 2.10 – Special Use Permits

B. Applicability

1. Special Use Permits for those uses listed in Table 3-1 may be issued by the Board of Adjustment after review and confirmation by the Technical Review Committee that the UDC has been met. In rendering a decision, the Board of Adjustment shall hold an evidentiary hearing and follow applicable quasi-judicial proceedings.

Article 3. – Zoning

Section 3.04 - Zoning District Regulations

Table 3-1 lists the principal uses allowed within zoning districts, uses permitted by Special Use Permits, and uses permitted with a Conditional Rezoning.

All uses are subject to the standards and regulations within this Code.

A. Permitted Uses

A "P" indicates the listed use is allowed by-right within the respective zoning district. Note that some additional requirements may be established pursuant to Article 5 or 6 of this Code.

B. Special Uses

A "S" indicates the listed use is allowed within the respective zoning district only after review and approval of a Special Use Permit. Note that some additional requirements may be established pursuant to Article 5 or 6 of this Code.

C. Supplemental Regulations

A "SR" indicates the listed use is allowed within the respective zoning district if additional requirements are met. Wherever any "SR" provision conflicts with local regulation within the UDC, the use-specific requirement shall govern as established in Article 5 or 6 of this Code. In addition to the "SR" all other applicable provisions of the UDC shall apply.

D. Performance Standards

A "PS" indicates that performance standards have been established in Article 5 or 6 of this Code. Wherever any "PS" provision conflicts with local regulation within the UDC, the use-specific requirement shall govern. In addition to the "PS" all other applicable provisions of the UDC shall apply.

E. Prohibited Uses

An empty cell indicates the listed use is not allowed within the respective zoning district, unless otherwise expressly allowed within this Code.

F. Conditional

A "CZ" indicates that the use may be permitted with specific conditions that limit or shape how a property can be developed. Note that additional requirements for some of these uses are established in Article 5 or 6 of this Code. In addition to any conditions placed on the property, all other applicable provisions of the UDC shall apply.

Section 3.04 - Zoning District Regulations

Development within the jurisdiction, including Extraterritorial Jurisdiction (ETJ), shall be consistent with the purposes and standards of the applicable zoning district and all applicable provisions of this Code.

Table 3-1: Use Matrix

- X — Permitted
- SR — Supplemental Regulations
- SP — Special Use Permit
- PS — Performance Standards
- CZ – Conditional Zoning

Small Scale Mixed Use

Permitted by Right with Supplemental Requirements in the following districts: R-15M, R-10M, R-8-MF, R-5, R-5 MF, O-1, O & 1-2, B-1, B-2, B-3, B-4

Small Scale Attached Multi-Family

Permitted by Right with Supplemental Requirements in the following district: R-8, R8-M, R-8MF, R-5, R-5 MF, O-1, O & I-2, B-1, B-2, CB, CBP/H-115

Townhomes

Permitted through Conditional Rezoning with Supplemental Requirements in the following district: R-8MF, R-5, R-5 MF, O-1, O & I-2, B-1, B-2, B-3

Multi-Family

Permitted through Conditional Rezoning with Supplemental Requirements in the following district: R-5 and O-1

Article 6. – Development Standards

Section 6.02 - Density and Dimensional Standards

B. Residential Density

2. Multi-Family and Townhomes

R-8MF maximum nine (9) units per acre for multi-family or townhomes.

All other districts that permit multi-family or townhomes may have a maximum of (20) units per acre (unless otherwise specified by this Ordinance).

- a. Parking should be alley-loaded or as a rear parking lot. If front-loaded parking is desired, a minimum width of 10ft of retained pervious (grass or landscaped) area shall be required between driveways.
- b. No more than eight (8) townhouse dwelling units shall be constructed in any single continuous row.

2. Small-Scale Mixed Use

- a. Lot size for upper story residential shall be under one (1) acre total site disturbance.
- b. No minimum lot size or width.
- c. Shall not exceed the height limits for the district.
- d. Front and corner yard setbacks for such buildings may be reduced to 10ft if parking is provided to the side or rear.
- e. Side setbacks and rear setbacks may be reduced to 5 ft.
- f. Off-street parking minimum may be reduced by 50%. On-street parking may be provided if approved by the Director of Public Works or City Engineer.
- g. Buffer yards are not required. However, any mechanical equipment and dumpsters shall be screened with vegetation or an opaque fence or wall.
- h. No common open space shall be required.
- i. The building shall contain at least one (1) permissible use listed in the B-1 zoning district on the ground floor and at least (1) one upper-story residential unit.

3. Small-Scale Attached Multifamily

Development must be on a site under one (1) acre that is comprised of a lot of record that existed on or before May 11, 2026.

- a. No minimum lot width.
- b. Small-scale attached residential may be in multiple forms; such as, but not limited to stacked, side-by-side row style, double-duplexes, fourplexes, converted homes, and house-scale multifamily. Such units shall be attached and shall not exceed the height dimensions for the district.
- c. Shall not exceed four (4) units per existing lot. Upon site plan approval, units may be subdivided into conforming lots or remain on one lot.
- d. Must meet the setbacks of the underlying zoning district (side setback shall be met for end units, 0' setback for units sharing a wall).

- e. Parking shall be located on a small parking pad behind the unit, in a garage with a minimum width of 10ft of retained pervious (grass or landscaped) area between driveways, or on a driveway (or shared driveway) with a minimum width of 10ft of retained pervious (grass or landscaped) area between driveways.
 - f. Buffer yards are not required. However, any mechanical equipment and dumpsters shall be screened with vegetation or an opaque fence or wall.
 - g. No common open space shall be required.
-

Section 9.02 – Definitions

Dwelling Unit - Multi Family - a building or portion thereof used or designed for five (5) or more dwelling units; the term includes apartments, townhomes, and condominiums.

Dwelling Unit, Small-Scale Attached Multi-Family- a structure composed of two (2), three (3), or four (4) attached dwelling units on the same parent parcel. Also, known as missing middle housing, mansion apartments, small footprint apartments, duplex (side by side or stacked), triplex, fourplex, or quadplexes.

Dwelling Unit, Small-Scale Mixed Use- a dwelling unit or units located on a floor above a non-residential use(s) on the ground floor. May include live-work buildings (built to residential code in which the operator lives and works in the same unit) or commercial with upper-story residential.

Adult/Child Home Daycare

Article 9. – Definitions

Section 9.02 - Definitions

Adult/Child Home Day Care - a residence within which child or adult care and supervision is provided for less than a twenty-four (24) hour period. The childcare or adult care center must meet the requirements of the North Carolina Department of Health and Human Services.

Public Training Facility Regulations

Article 5. – Supplemental Regulations/Performance Standards for Specific Uses

Section 5.04 – Primary Uses and Structures

S. Schools

3. Specific standards, Public Safety Training Facility. May be permitted subject to the following:
- a. Permitted as part of a College, University, Community College land use within the Light Industrial (LI) general use zoning district only.
 - b. Land Uses shall be limited to: administrative buildings, classroom/lab training and testing facilities, physical ability test/training including outdoor exercise facilities (including locker room and shower facilities), fire training facilities (burn building, confined spaces, vehicle/airplane fire, fuel fire, rescue training, etc.), emergency medical training, vehicle extraction training, indoor shooting range, car driving facility (competency course, precision, evasive action, etc.), and customary accessory uses (maintenance garage storage, etc.).
 - c. Setbacks: Individual training facilities shall observe the following:

- i. Driving facility/track: one hundred (100) feet minimum from existing residential structures.
- ii. Indoor shooting facility: two hundred (200) feet minimum from existing residential structures.
- iii. Burn tower/fire training activities: three hundred (300) feet minimum from existing residential structures.

Innovation & Flexibility (IF) District

Article 3. – Zoning

A. Base Zoning Districts

To carry out the purpose and intent of this Code and provide for the orderly growth and development, the jurisdiction of the City is hereby divided into the following zoning districts:

- RA Residential Agricultural District
- R-20 Suburban Residential District
- R-15 Urban Fringe Low Density Residential District
- R-15M Urban Fringe Low Density Residential/Manufactured Housing District
- R-10 Urban Low Density Residential District
- R-10M Urban Low Density Manufactured Housing Residential District
- R-8 Medium Density Single-Family Residential District
- R-8M Medium Density Single-Family/Manufactured Housing Residential District
- R-8MF Medium Density Multi-Family Residential District
- R-5 High Density Single-Family Residential District
- R-5M High Density Single-Family/Manufactured Housing Residential District
- R-5MF High Density Multi-Family Residential District
- O-1 Office Single Lot District
- O & I-2 Office and Institutional Complex District
- B-1 Neighborhood Service District
- B-2 Neighborhood Business District
- B-3 Shopping Center Business District
- B-4 Highway Business District
- B-5 General Business District
- CB Central Business District
- CBP Central Business Perimeter District
- LI Light Industrial District
- HI Heavy Industrial District
- HD Historic District Overlay
- PUD Planned Unit Development District
- H-115 Highway 115/Shelton Avenue Corridor District
- IF Innovation & Flexibility District

3.04 Zoning Districts

AA. Innovation & Flexibility (IF) District

Purpose: The Innovation & Flexibility District is intended to encourage creative, adaptable development that supports emerging uses, creative entrepreneurship, evolving business models, and/or	Minimum Lot Size	Determined through CZ
	Minimum Lot Width (at front setback line)	Determined through CZ

<p>strategic higher-density residential opportunities. The district provides a flexible regulatory framework that allows a broad mix of compatible uses or a vital singular use. Development within the district should promote innovation, collaboration, and economic growth while allowing creativity in site design, building form, and land use to accommodate changing market conditions, support housing choice, and deliver vibrant, places within the City.</p> <p>Authorized Uses: Uses permitted in this zoning district shall be limited through the Conditional Rezoning process. Uses not expressly listed in the permitted use table may also be considered through the IF district.</p>	Front Setback	Determined through CZ
	Corner Lot Setback (lot with frontage on 2 streets)	Determined through CZ
	Side Setback	Determined through CZ
	Rear Setback	Determined through CZ
	Maximum Height Limit	Determined through CZ
<p>Development Notes:</p> <ol style="list-style-type: none"> The Concept Plan with written conditions (or written conditions only) shall address: <ul style="list-style-type: none"> Density and Dimensional Standards Parking Standards Landscape & Fencing Standards Lighting Standards Open Space Standards Sign Regulations Design Standards Street Cross-sections Development may deviate from any local land use and development regulations (with the exception of flood damage prevention, erosion and sedimentation control, stormwater, fire code, and applicable state and federal regulations) expressly requested by the Applicant through the Conditional Zoning process and agreed upon by the City Council. The proposal shall include a purpose statement that clearly demonstrates alignment with the City's Comprehensive Land Use Plan. 		

Application of ordinance: This ordinance shall apply only to applications submitted after the date this ordinance is approved.

This ordinance was introduced for first reading by Council member _____, seconded by Council member _____, and unanimously carried on the _____ day of _____, 2014.

AYES:

NAYS:

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

AYES:

NAYS:

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

CITY OF STATESVILLE

Doug Hendrix, Mayor

APPROVED AS TO FORM

Leah Messick, City Attorney

ATTEST:

Emily Kurfees, City Clerk

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Erika Martin, AICP, Planning Director
DATE: 5/15/2026 3:28 PM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the second reading of an ordinance for TA26-03 batch 2 text amendments to the Unified Development Code.

1. Summary of Information:

The City of Statesville is proposing a couple of text amendments (Batch 2) to the Unified Development Code (UDC) that are intended to implement the Comprehensive Plan, add flexibility to everyday residential needs and to respond directly to housing affordability pressures.

- **Carports:** The only accessory structure allowed in the front yard in the UDC are gazebos. The proposed text amendment would allow carports in the front yard to reflect how people actually use their property. If adopted, restrictive covenants associated with Home Owners Associations that restrict such structures would still hold.
- **Build SVL (Incentive):** The UDC does not have any incentives to encourage affordable housing. The proposed amendment creates a targeted incentive that allows reduced lot widths and setbacks to support small-scale single-family attached development, provided the homes are deed-restricted for affordability based on income limits. To ensure the program remains modest in scale and compatible with existing neighborhoods, eligibility is limited to eight (8) or fewer units and limited to projects disturbing less than an acre.

2. Previous Council or Relevant Actions:

City Council held the public hearing and first reading on May 11, 2026. No one from the public spoke. The first reading passed unanimously.

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

The 2045 Land Development Plan supports "missing middle" and housing choice throughout the City.

4. Budget/Funding Implications:

N/A

5. Consequences for Not Acting:

Current regulations will remain in place.

6. Department Recommendation:

Staff recommends Option 1, approval as presented.

7. Manager Comments:

Recommend approving option 1.

8. Next Steps:

If approved, the staff will work on updating the Unified Development Code.

9. Attachments:

1. CC Batch 2 Amended Text-GREENHIGHLIGHTS3
2. Ordinance for TA26-03 Batch 2 (Edit 3)

City of Statesville Staff Proposed Text Amendments – Batch Two

Key

Revisions post Agenda Briefing= **Green highlight**

New text = **Yellow highlight**

Existing removed text = ~~Red strikethrough~~

Carports

Section 5.02 Accessory Uses and Structures

A. Generally

1. No permit for an accessory use or structure shall be issued until and unless a permit has been issued for the principal use or structure.
2. An accessory building or structure is a subordinate building or structure, the use of which is secondary to and supports the principal building.
3. Accessory structures shall not be located between the front of a principal building and the street right-of-way or front property line with the exception of gazebos **and carports** which shall meet a ten (10) foot **front** setback, **five (5) foot side setbacks**, and be located outside the site distance triangle. **Additionally, only one (1) carport is allowed in the front yard and shall be limited to 400 square feet or less. Carports larger than 400 square feet must be in the side or rear yard or attached to the principal structure. Carports may not be taller than the principal structure.**
4. Accessory structures shall conform to the setback requirements of the underlying zoning district, except as herein modified.
 - a. Maximum building coverage of a required rear yard shall not exceed thirty percent (30%).

b. The required side and rear yard setback shall be increased two (2) feet for every one (1) foot an accessory structure exceeds twenty (20) feet in height, provided the accessory structure shall not exceed the height of the principal building.

c. An accessory structure intended for human occupancy shall conform to the requirements of Section 5.02C.

d. Accessory structures in residential districts may be allowed a side and rear yard setback of three (3) feet, in Historic Districts zero (0) feet (to be verified by submittal of a property boundary survey), provided the accessory structure is located entirely behind the principal building, and is no closer than five (5) feet to another structure on same lot. Corner lots must meet front setbacks. Accessory structures in non-residential districts O&I, B-1, B-2, B-3, CB and CBP shall be located on the same lot as the principal structure and all storage shall be within an enclosed structure; any type of outdoor storage is prohibited. Accessory structures in non-residential districts B-4 and B-5 shall be located on the same lot as the principal structure. In B-4, B-5, LI and HI districts outdoor storage is permitted in the side and rear yards provided that the area devoted to outdoor storage is screened from view with vegetation.

e. When an accessory structure is located on a lot abutting more than one (1) public right-of-way, it shall comply with setbacks in the underlying zoning district along all streets.

5. Accessory structures may be used for a home occupation provided the requirements of Section 5.02 I. can be met.

Section 9.02 Definitions

Carpport, an open-sided automobile shelter that is accessory to a principal structure.

Build SVL (Housing Incentive)

Section 6.02 Density & Dimensional Standards

B. Residential Density

1. Density (except in PUDs) shall be calculated by dividing the number of residential dwellings by the gross acreage of the site minus the acreage used for commercial or industrial uses, as shown in Figure 6-1. For a mixed-use building, the non-residential area need not be deducted from total area.

2. BUILD SVL (Housing Incentive)

a. In the R5, R5M, R5MF, R8, R8M, and R8MF districts, the minimum lot width and setbacks may be reduced per the section below for affordable housing development in compliance with the following requirements:

- i. Dwellings must be single-family detached.
- ii. A Declaration of Affordable Housing Restrictions and an Affordable Housing Agreement must be entered into with the City before receiving a Certificate of Occupancy for the dwelling(s).
- iii. Development shall not exceed 8 units per project.
- iv. Development must be on a site under one (1) acre total site disturbance.

b. Minimum lot width at the building line may be reduced to thirty (30) feet.

c. Minimum setbacks: 5' for the front setback if driveways are located to side or rear (25' required for driveway in the front yard), 5' for the sides, and 20' for rear.

d. Up to 50 percent of the total housing units in a development utilizing this option may be market-rate.

e. No open space shall be required.

Section 9.02 Definitions

Single Family Dwelling, Affordable Housing: Residential units encumbered by a recorded deed restriction requiring occupancy and pricing to be limited to households at or below a specified percentage of Area Median Income

(AMI), for a defined affordability period, consistent with US Housing and Urban Development (HUD) income limits.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE,
ARTICLE 5, SECTION 5.04 ACCESSORY USES AND STRUCTURES AND ARTICLE
6, SECTION 6.02 DENSITY AND DIMENSIONAL STANDARDS, AND ARTICLE 9,
SECTION 9.02 DEFINITIONS**

TA26-03: Batch 2 Text Amendments

WHEREAS, a request has been made to amend the Unified Development Code regarding carports and affordable housing incentives.

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

Carports

Section 5.02 Accessory Uses and Structures

A. Generally

1. No permit for an accessory use or structure shall be issued until and unless a permit has been issued for the principal use or structure.
2. An accessory building or structure is a subordinate building or structure, the use of which is secondary to and supports the principal building.
3. Accessory structures shall not be located between the front of a principal building and the street right-of-way or front property line with the exception of gazebos and carports which shall meet a ten (10) foot front setback, five (5) foot side setbacks, and be located outside the site distance triangle. Additionally, only one (1) carport is allowed in the front yard and shall be limited to 400 square feet or less. Carports larger than 400 square feet must be in the side or rear yard or attached to the principal structure. Carports may not be taller than the principal structure.
4. Accessory structures shall conform to the setback requirements of the underlying zoning district, except as herein modified.
 - a. Maximum building coverage of a required rear yard shall not exceed thirty percent (30%).
 - b. The required side and rear yard setback shall be increased two (2) feet for every one (1) foot an accessory structure exceeds twenty (20) feet in height, provided the accessory structure shall not exceed the height of the principal building.
 - c. An accessory structure intended for human occupancy shall conform to the requirements of Section 5.02C.
 - d. Accessory structures in residential districts may be allowed a side and rear yard setback of three (3) feet, in Historic Districts zero (0) feet (to be verified by submittal of a property boundary survey), provided the accessory structure is located entirely behind the principal building, and is no closer than five (5) feet to another structure on same lot. Corner lots must meet front setbacks. Accessory structures in non-residential districts O&I, B-1, B-2, B-3, CB and CBP shall be located on the same lot as the principal structure and all storage shall be within an enclosed structure; any type of outdoor storage is prohibited. Accessory

structures in non-residential districts B-4 and B-5 shall be located on the same lot as the principal structure. In B-4, B-5, LI and HI districts outdoor storage is permitted in the side and rear yards provided that the area devoted to outdoor storage is screened from view with vegetation.

e. When an accessory structure is located on a lot abutting more than one (1) public right-of-way, it shall comply with setbacks in the underlying zoning district along all streets.

5. Accessory structures may be used for a home occupation provided the requirements of Section 5.02 I. can be met.

Section 9.02 Definitions

Carpport, An open-sided automobile shelter that is accessory to a principal structure.

Build SVL (Housing Incentive)

Table 3-1: Use Matrix

X — Permitted

SR — Supplemental Regulations

SP — Special Use Permit

PS — Performance Standards

CZ – Conditional Zoning

Dwelling Unit (Single-family-refer to Sec. 5.04 & 6.02)

Section 6.02 Density & Dimensional Standards

B. Residential Density

1. Density (except in PUDs) shall be calculated by dividing the number of residential dwellings by the gross acreage of the site minus the acreage used for commercial or industrial uses, as shown in Figure 6-1. For a mixed-use building, the non-residential area need not be deducted from total area.

2. Build SVL (Housing Incentive)

a. In the R5, R5M, R5MF, R8, R8M, and R8MF districts, the minimum lot width and setbacks may be reduced per the section below for affordable housing development in compliance with the following requirements:

- i. Dwellings must be single-family detached.
- ii. A Declaration of Affordable Housing Restrictions and an Affordable Housing Agreement must be entered into with the City before receiving a Certificate of Occupancy for the dwelling(s).
- iii. Development shall not exceed 8 units per project.
- iv. Development must be on a site under one (1) acre total site disturbance.

b. Minimum lot width at the building line may be reduced to thirty (30) feet.

c. Minimum setbacks: 5' for the front setback if driveways are located to side or rear (25' required for driveway in the front yard), 5' for the sides, and 20' for rear.

d. Up to 50 percent of the total housing units in a development utilizing this option may be market-rate.

e. No open space shall be required.

Section 9.02 Definitions

Single Family Dwelling, Affordable Housing: Residential units encumbered by a recorded deed restriction requiring occupancy and pricing to be limited to households at or below a specified percentage of Area Median Income (AMI), for a defined affordability period, consistent with US Housing and Urban Development (HUD) income limits.

Application of ordinance: This ordinance shall apply only to applications submitted after the date this ordinance is approved.

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

AYES:

NAYS:

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

AYES:

NAYS:

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

CITY OF STATESVILLE

Doug Hendrix, Mayor

APPROVED AS TO FORM

ATTEST:

Leah Messick, City Attorney

Emily Kurfees, City Clerk

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Randall Moore, Stormwater Program Manager
DATE: 5/15/2026 11:34 AM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider reappointing Steve Knight and Janice Powell to the Stormwater Advisory Commission.

1. Summary of Information:

Steve Knight and Janice Powell are current members of the Stormwater Advisory Commission and their terms expire on June 30, 2026.

There are no other applications.

2. Previous Council or Relevant Actions:

Council previously appointed Steven Haber to the SWAC on August 18, 2025, Dawson Reese on February 5, 2024, and appointed Dustin Jett on January 8, 2024.

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 Engagement.

the City encourages residents to participate on local boards and commissions so they can help support and influence decisions made by City staff.

4. Budget/Funding Implications:

NA

5. Consequences for Not Acting:

The Commission will be left with 4 members and 5 vacant seats.

6. Department Recommendation:

Staff recommends re-appointing Steve Knight and Janice Powell to the Stormwater Advisory Commission.

7. Manager Comments:

No comments.

8. Next Steps:

Mr. Knight and Ms. Powell will serve a three (3) year term ending on June 30, 2029.

9. Attachments:

1. Steve Knight APPLICATION FOR APPOINTMENT - NEW
2. Janice Powell APPLICATION FOR APPOINTMENT
3. Stormwater Advisory Commission as of 12-19-2025

**APPLICATION FOR APPOINTMENT
TO A BOARD, COMMITTEE OR COMMISSION
FOR THE CITY OF STATESVILLE, NC**

The City of Statesville appreciates your interest in serving on a Board, Committee or Commission and requests that you complete the following application. The application will provide general information based on your interest in serving for the Mayor and City Council to consider in making appointments. All members of the City of Statesville Boards, Committees and Commissions are appointed by either the City Council or the Mayor. **Please print legibly.**

Name: Steve Knight Date of Application: 0 2 / 2 3 / 2 0 2 6

Home Address: 1507 Mt Vernon Ave WARD: 2

Email Address: steveknightpe@bellsouth.net Contact Phone No: 7048782996

Do you reside in the City of Statesville? Yes Y No Length of Residence: _____
Years Months

Occupation: Engineer Employer: Self

Available for Daytime Meetings: Yes Y No Currently Serving on Another Board: Yes No

Education: Masters of Engineering

City Government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The following questions regarding date of birth, gender and race are voluntary:

Date of Birth: 0 8 / 2 3 / 5 3 Male: X Female: Race: W

Please provide a brief statement outlining why you wish to serve:
give back to the community

Please list current and previous service to the community, civic clubs, activities, and talents:

Served on the NC Building Code Council (Governor Appointed) for 20 years serving a chairperson for various committees and vice chair of council. Served on many other boards and committees for civic organizations and church over the years.

Please list any areas of expertise, interests, and skills:

Licensed Engineer in 11 states as a Civil/Structural Engineer with double major in Soil Mechanics and specializing in all types of structures.
Licensed NC General Contractor
Resume available upon request

The City of Statesville sincerely appreciates the interest of all citizens in serving their City. If you need more information about a board or the responsibilities, please contact the City Manager's Office at 704-878-3583. The application must be returned to the City Manager's Office to be considered for appointment via one of the methods listed below. The volunteer application will remain on file for three (3) years from the date received.

1. Upload via the [City website](#) (fillable PDF available online)
2. Email to ekurfees@statesvillenc.net
3. Mail to Emily Kurfees, City Manager's Office, PO Box 1111, Statesville, NC 28687

City of Statesville Boards, Committees and Commissions

Please indicate your preferences by number starting with one (1) and choose no more than three (3).

_____ **ABC Board**

Meets on the 4th Tuesday of each month at 11:00 AM. Members are appointed by City Council for 3-year terms. The board consists of a chairman and two (2) other members, all of whom must be residents of the city and well known for their character, ability, and business acumen.

_____ **Airport Commission**

Meets on the 2nd Wednesday of each month at 12:00 PM and members are appointed by City Council for 3-year terms. The commission is composed of seven (7) voting members. Five (5) of the members are appointed by the City Council. One (1) member of the City Council will be appointed by the Mayor. One (1) member of the County Commission will be appointed by the County Commissioners. No more than three (3) of the seven (7) appointed members may live out of the city limits.

2 _____ **Board of Adjustment**

Meets as needed on the 1st Tuesday at 12:30 PM. Members are appointed by City Council for 3-year terms. The board consists of five (5) members who are citizens and residents of the City who will be appointed by the City Council, and one (1) member who is a citizen of Iredell County and resides outside the City, but within the extraterritorial jurisdiction of the City, and who will be appointed by the Board of Commissioners of Iredell County.

_____ **Civil Service Board**

Meets as needed, no set day or time. Members are appointed by Senior Resident Judge of the Superior Court for one 3-year term. The civil service board consists of five (5) members.

_____ **Convention & Visitors Bureau**

Meets on the 3rd Tuesday of each month at 9:00 AM. The board consists of nine (9) members appointed by the City Council for 3-year terms as follows: three (3) individuals who own or operate a hotel or motel in the City of Statesville; four (4) individuals who are currently active in the promotion of travel and tourism in the City of Statesville; two (2) of whom are active in the Statesville community and interested in the promotion of travel and tourism (and is also a resident of the City of Statesville).

_____ **Community Appearance Commission**

Meets on the 2nd Tuesday of each month at 12:00 PM. The commission is composed of eleven (11) members appointed by the Mayor for 3-year terms. All members should be residents of the City's planning and zoning jurisdiction at the time of appointment. Where possible, appointments will be made in such a manner as to maintain on the commission at all times a majority of members who have had special training or experience in a design field, such as architecture, landscape architecture, horticulture, arboriculture, city planning or a closely related field.

3 _____ **Design Review Committee**

Meets on the 2nd Thursday of each month at 2:00 PM. The committee is composed of five (5) members appointed by the City Council for 3-year terms. Four (4) members are residents of the City's planning and zoning jurisdiction or own a business with the same. One (1) member is an active member on the DSDC Board of Directors.

_____ **Historic Preservation Commission**

Meets on the 4th Thursday of each month at 7:00 PM. It is a nine-member Commission appointed by the City Council for 3-year terms. A majority of the members of the Commission will demonstrated special interest, experience or education in history, architecture, archaeology, or related fields, and all members shall reside within the zoning jurisdiction of the City.

_____ **Planning Board**

Meets on the 4th Tuesday of each month at 7:00 PM. The Planning Board consists of six (8) members who are citizens and residents of the City who are appointed by the City Council for 3-year terms. One (1) member who is a citizen of Iredell County and resides outside the City, but within the extraterritorial jurisdiction of the City, and is appointed by the Board of Commissioners of Iredell County.

_____ **Statesville Housing Authority**

Meets on the 4th Tuesday of each month at 5:30 PM. Members are appointed by the Mayor for 5-year terms.

1 _____ **Stormwater Advisory Commission**

Meets quarterly on the 3rd Thursday at 12:00 PM. Members are appointed by Council for 3-year terms. The Commission is made up of eight to ten voting members who either live in Statesville or who have significant business interests in the City. All should be subject to paying a stormwater management fee.

**APPLICATION FOR APPOINTMENT
TO A BOARD, COMMITTEE OR COMMISSION
FOR THE CITY OF STATESVILLE, NC**

The City of Statesville appreciates your interest in serving on a Board, Committee or Commission and requests that you complete the following application. The application will provide general information based on your interest in serving for the Mayor and City Council to consider in making appointments. All members of the City of Statesville Boards, Committees and Commissions are appointed by either the City Council or the Mayor. **Please print legibly.**

Name: Janice H Powell Date of Application: 02/25/2026

Home Address: 913 Henkel rd WARD: 4

Email Address: Janice Powell 2025@lcloud.com Contact Phone No: 704-380-5521

Do you reside in the City of Statesville? Yes No Length of Residence: 63
Years Months

Occupation: Retired Employer: _____

Available for Daytime Meetings: Yes No Currently Serving on Another Board: Yes No

Education: 2 years of college

City Government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The following questions regarding date of birth, gender and race are voluntary:

Date of Birth: 05/16/19 Male: Female: Race: _____

Please provide a brief statement outlining why you wish to serve:

I have been on the Stormwater board for several years and find it interesting.

Please list current and previous service to the community, civic clubs, activities, and talents:

Was on the visitation board several years ago and helped with making a visit

Please list any areas of expertise, interests, and skills:

Birding, quilting

The City of Statesville sincerely appreciates the interest of all citizens in serving their City. If you need more information about a board or the responsibilities, please contact the City Manager's Office at 704-878-3583. The application must be returned to the City Manager's Office to be considered for appointment via one of the methods listed below. The volunteer application will remain on file for three (3) years from the date received.

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City of Statesville Boards, Committees and Commissions

Please indicate your preferences by number starting with one (1) and choose no more than three (3).

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Meets on the 2nd Thursday of each month at 2:00 PM. The committee is composed of five (5) members appointed by the City Council for 3-year terms. Four (4) members are residents of the City's planning and zoning jurisdiction or own a business with the same. One (1) member is an active member on the DSDC Board of Directors.

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_____ **Statesville Housing Authority**

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✘ _____ **Stormwater Advisory Commission**

Meets quarterly on the 3rd Thursday at 12:00 PM. Members are appointed by Council for 3-year terms. The Commission is made up of eight to ten voting members who either live in Statesville or who have significant business interests in the City. All should be subject to paying a stormwater management fee.

City of Statesville Stormwater Advisory Commission

(As of 12/11/2025)

3 Year Terms, City Council Appointment

Meets the 3rd Thursday – Quarterly

		<u>Expires</u>
Dustin Jett 233 N Oakwood Dr Statesville, NC 28677	304-531-4751 Dnjett16@gmail.com	01/07/2027
Dawson Reese 1710 S Chipley Ford Rd Statesville, NC 28625	704-437-2749 Dawsonreese01@gmail.com	02/06/2027
Steven Haber 188 White Apple Way Statesville, NC 28625	561-836-1002 Sah.1911@pm.me	8/18/2028
Steve Knight 1507 Mt. Vernon Avenue Statesville, NC 28677	704-878-2996 steveknightpe@bellsouth.net	6/30/2026
Vacant	Vacant	Vacant
Janice Powell 913 Henkel Road Statesville, NC 28677	704-872-1369 jthpowell@gmail.com	06/30/2026
Donna Thomas 871 Henkel Road Statesville, NC 28677	704-450-8016 lpdw.thomas@live.com	12/3/2026
Vacant	Vacant	Vacant
Vacant	Vacant	Vacant

Other Contacts

Randall Moore,
Stormwater Program Manager
704-761-2385
rmoores@statesvillenc.net

Matt Hubert,
City Engineer
704-761-2381
mhubert@statesvillenc.net

Ray Allen,
Stormwater Program Specialist
704-761-2378
rallen@statesvillenc.net

Trey Robertson, City Council
980-540-5334
trobertson@statesvillenc.net

Alisha Lane, Planning Board
704-253-3828
alisha0cordle@gmail.com

Emily Kurfees, Clerk
704-878-3583
ekurfees@statesvillenc.net

Chris Overcash, Staff Engineer
704-768-5585
covercash@statesvillenc.net

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: John Ferguson, Airport Director
DATE: 5/15/2026 11:27 AM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider accepting a grant from NCDOT Aviation Division in the amount of \$3,000,000 to construct a pad ready site for West Star Aviation hangar and approve Budget Amendment #2026-24.

1. Summary of Information:

This is a 100% grant with no local match. West Star plans to construct a \$24 million hangar on their property by 2027. West Star expects to add an additional 45-50 employees upon completion of the hangar, and are required by their lease to construct a hangar on their property by 2027-2028.

2. Previous Council or Relevant Actions:

Approved ground lease with West Star Aviation formerly known as Jet East Gama.

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 and encourage Opportunity

The construct of this hangar will enhance the airport budget with additional fuel sales. West Star will also be paying property taxes on the building.

4. Budget/Funding Implications:

No local funds are required. Will increase fuel sales revenues for the airport.

5. Consequences for Not Acting:

Loss of jobs for West Star Aviation.

6. Department Recommendation:

Airport Staff recommends approval.

7. Manager Comments:

Recommend for approval.

8. Next Steps:

Upon approval, Parrish and Partners will begin the design of the project.

9. Attachments:

1. 2026_01-20_SVH_South_Corporate_Area_Development_36244.59.13.1
2. BA Form Acceptance of NCDOT Grant 36244.59.13.1 for South Corporate Area Dev 2026-24



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

DANIEL H. JOHNSON
SECRETARY

01/20/2026

The Honorable Doug Hendrix, Mayor
City of Statesville
P.O. Box 1111
Statesville, NC 28687

RE: NOTIFICATION OF AWARD

Dear Mr. Hendrix:

On behalf of N.C. Governor Josh Stein, Transportation Secretary Daniel H. Johnson, and the NC Board of Transportation, this Notification of Award serves as official verification that State Economic Development funds have been programmed for **Statesville Regional Airport**, Project Request No. 4609 for state fiscal year (SFY) 2026 and were approved at the January 8, 2026 Board of Transportation meeting.

Any disbursement of funds described or contemplated herein is subject to appropriation by the N.C. General Assembly and appropriate approval or authorization from the N.C. Department of Transportation and/or Board of Transportation.

The specific work elements and funding allocation is noted below:

<u>Award ID</u>	<u>Description</u>	<u>Economic Development Funds</u>	<u>Local Funds</u>
36244.59.13.1	South Corporate Area Development (CON/CA/RPR)	\$3,000,000	\$0

Upon receipt of this award letter, the Division of Aviation requires that you submit a Request for Aid within 120 days of receipt. Please visit the NCDOT Connect website for links to detailed grant and development resources.

The Division of Aviation requires effective project management for all projects to ensure that funds needed to complete this project are expended within two years from the date of this letter.

After the project is completed and the final reimbursement request has been processed, the Division has the authority to rescind any remaining unused funds (with the exception of nonprimary entitlement and discretionary funds) for use toward other projects.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1560 MAIL SERVICE CENTER
RALEIGH, NC 27699-1560


Telephone: 919-814-0550
Fax: 919-840-9267

Location:
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system, and we are excited to partner with you on this grant.

Sincerely,

DocuSigned by:



9C4D45D897794C2
Nick Short, P.E., P.L.S.

Director of Aviation

NAS/ah

cc: John Ferguson, Airport Manager, Statesville Regional Airport
Gina Lawrence, Chief Finance Officer, City of Statesville
Cynthia Dunford, Assistant Finance Director, City of Statesville
Carissa Barnette, Office Manager, City of Statesville
Rachel S. Bingham, P.E., Aviation Development Manager/Deputy Director, NCDOT
Jason B. Schronce, P.E., Deputy Director of Programs and Planning, NCDOT
Raj Kondapalli, P.E., Airport Project Manager, NCDOT

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Kirkendall, Senior Planner
DATE: 5/15/2026 11:20 AM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider passing a resolution directing the City Clerk to investigate a petition of annexation (AX26-03) 185 Moose Club Road, filed by Hezekiah Walker of Love Fellowship Tabernacle INC, for two parcels located at 185 Moose Club Road, receive City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of June 15, 2026, for a public hearing for the petition for annexation.

1. Summary of Information:

The property is approximately 12 acres located at the 185 Moose Club Road. The applicant is requesting the annexation of the properties concurrently with a conditional rezoning request to build a new subdivision with up to 32 townhomes and 9 single-family detached homes.

2. Previous Council or Relevant Actions:

City Council will hear the public hearing and consider passing the first reading of the conditional rezoning (ZC26-03) on June 15, 2026.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

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

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

Strategic Plan Values: N/A

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 June 15, 2026, for a public hearing on this annexation request.

7. Manager Comments:

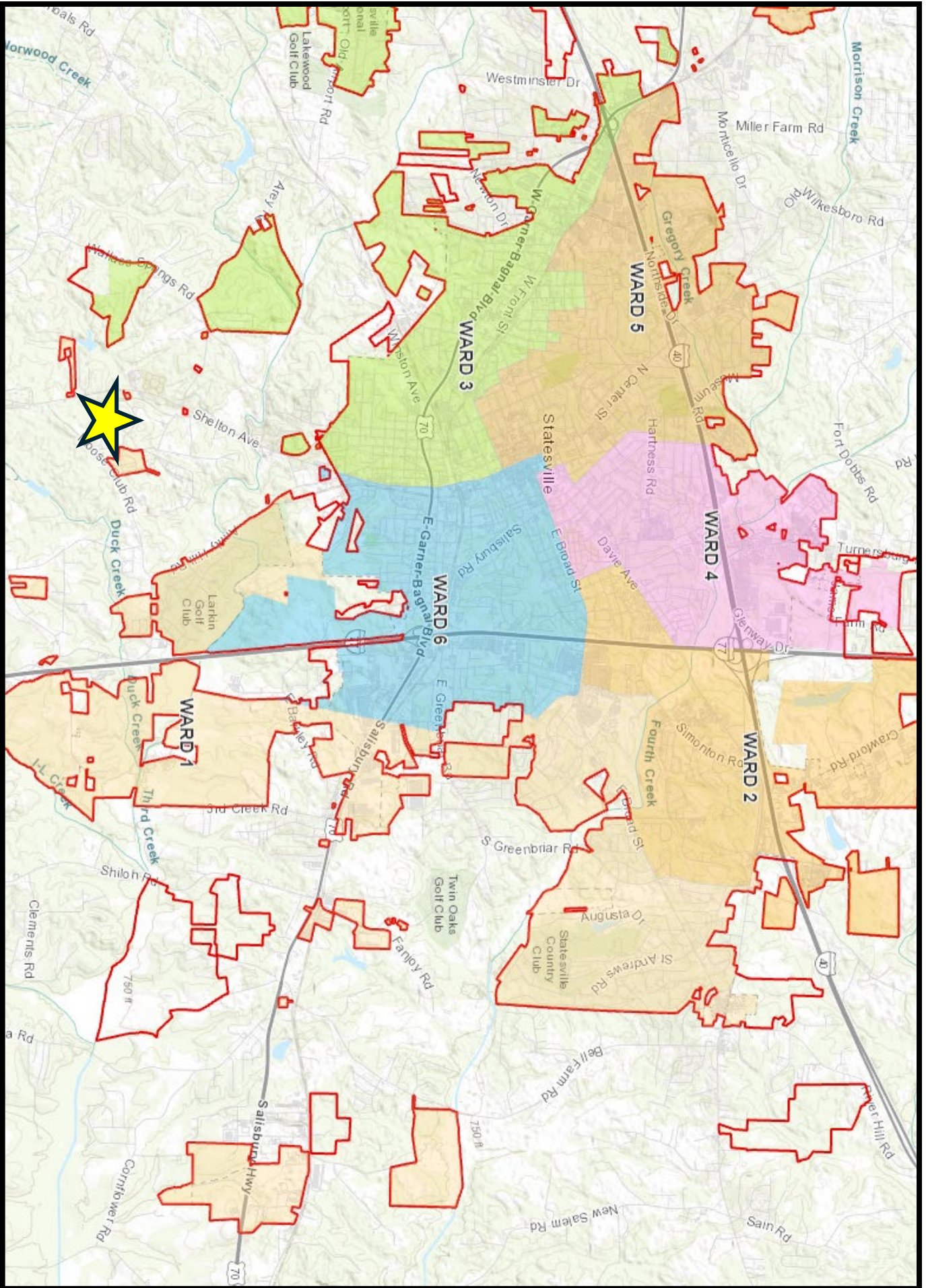
Recommend moving forward with the resolutions and the public hearing.

8. Next Steps:

Advertise for the public hearing.

9. Attachments:

1. Location Map Wards AX26-03 Moose Club
2. Resolution Clerk Investigation Non-Contiguous AX26-03
3. Certificate of Sufficiency_Annexation_AX26-03
4. Resolution to Set Public Hearing_AX26-03



Location Map (Wards)

RESOLUTION _____

**A RESOLUTION DIRECTING THE CLERK TO
INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-58**

**AX26-03 Moose Club Road Kingdom Townhomes
Parcel #'s 4732-86-2838 and 4732-86-6764**

WHEREAS, a petition requesting annexation of the area described in said petition has been received on January 8, 2026, by the City Council; and

WHEREAS, G. S. 160A-58 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 1st day of June 2026.

S - E - A - L

CITY OF STATESVILLE

By: _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF SUFFICIENCY

**AX26-03 Moose Club Road Kingdom Townhomes
Parcel # 4732-86-2838 and 4732-86-6764**

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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Statesville, this 1ST day of June 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**

**AX26-03 Moose Club Road Kingdom Townhomes
Parcel # 4732-86-2838 and 4732-86-6764**

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 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 non-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 15th day of June 2026.

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

BEGINNING at a point in the center of the old Charlotte Road East of the overhead bridge at Barium Springs, said point of Beginning being in the center of the old Charlotte Road at its intersection with a dirt road leading to the North into the Cloaninger property, formerly Litaker property; thence running with the center of said road as follows: North 41 deg. 50 min, West 301 feet; thence North 28 deg. West 200 feet; thence North 17 deg. West 134.6 feet; thence North 1 deg. 30 min. West 200 feet; thence North 36 deg. 35 min. West 150.5 feet to a stake in the North edge of the road near the dam; thence North 28 deg. 25 min. West 312 feet to an iron stake in the center of the Southern Railway track; thence with the center of the Southern Railway track, North 36 deg. 40 min. East 61 feet to a stake; thence continuing with the center of said road, North 36 deg. 46 min. East 183.1 feet to an iron stake, Cloaninger's new corner; thence with the Cloaninger new line, South 50 deg. 5 min. East 303.5 feet to an iron stake in the center of the road East of the dam; thence South 36 deg. 40 min, East 98.8 feet to an iron stake in the Annie Adams line; thence with the Adams line, North 88 deg. 38 min. West 74 feet to an iron stake in the North edge of the gully; thence continuing with the Adams line, South 37 deg. 10 min. East 439.6 feet to an iron stake and South 80 deg. East 133 feet to an iron stake, Cloaninger's new corner in the Adams line; thence with Cloaninger's new line South 46 deg. 35 min. East 158 feet and South 47 deg. West 67.9 feet and South 43 deg. East 210 feet passing through an iron stake in the margin of the old Charlotte Road to a point in the center of said road; thence with the center of the old Charlotte dirt road, South 46 deg. 30 min. West 211.8 feet to an iron stake and South 41 deg. 15 min. West 343.4 feet to the Beginning, containing 12 acres, more or less.

In addition to the lands hereinabove conveyed and the easements hereinafter reserved, the party of the first part gives, grants and conveys unto the parties of the second part, their heirs and assigns, all of its interest, if any, in an easement in the property hereinafter described for the sole purpose of parking automobiles, and none other, the said land to be so used being more particularly described as follows :

BEGINNING at a stake in the center of the road passing the dam; thence with Cloaninger's line, South 36 deg. 40 min. East 98.8 feet to a stake in Annie Adams line; thence with Annie Adams' line South 86 deg. 38 min. East 200 feet to a stake in Annie Adams thence in a Northwesterly direction to the point of intersection of Crews and Goldenrod Streets ; thence with the street which crosses the dam, to the Beginning .

THERE IS ALSO INCLUDED IN THIS CONVEYANCE all rights of the party of the first part in a 40 -foot roadway easement along the South margin of the above-described property.

For back reference see Deed Book 297, page 36, Iredell County Registry.

The above property is subject to any other easement rights as may exist on said property.

Being all of Lots One (1), Two (2), and Three (3) Oak Springs Park, Section II, as shown upon a plat of same recorded in Plat Book 6, Page 25, in the Office of the Register of Deeds of Iredell County, North Carolina, and being the same property described in deed made February 20, 1959, by E.C. Cloaninger and wife, Annie L. Cloaninger, to the party of the first part and recorded in Deed Book 314, Page 134, Iredell County Register.

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 1st day of June 2026.

CITY OF STATESVILLE

By: _____
Mayor

ATTEST:

City Clerk

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Joseph Campbell, Planner II
DATE: 5/15/2026 3:29 PM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider passing a resolution directing the City Clerk to investigate a petition of annexation AX26-08 114 Bristol Drive, filed by Mr. Jorge Valdez The Painter's Personal Touch LLC, for the parcel located at 114 Bristol Drive, receive City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of June 15, 2026, for a public hearing for the petition for annexation.

1. Summary of Information:

The property is approximately 0.36 acres located at 114 Bristol Drive. The applicant is requesting the annexation of the property to connect to City utilities (water).

2. Previous Council or Relevant Actions:

N/A

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: 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 June 15, 2026, for a public hearing on this annexation request.

7. Manager Comments:

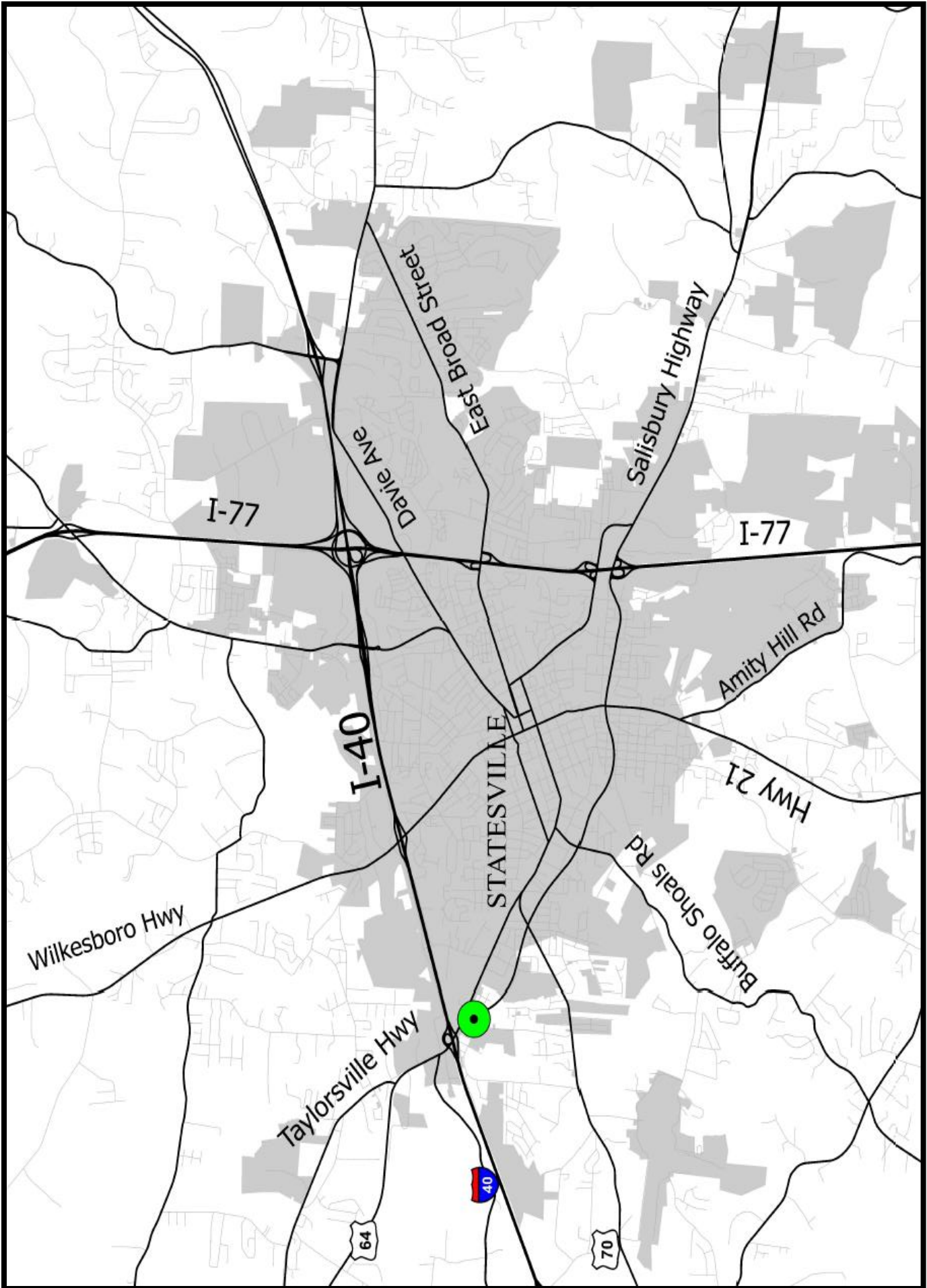
Recommend moving forward with the resolution and setting the public hearing.

8. Next Steps:

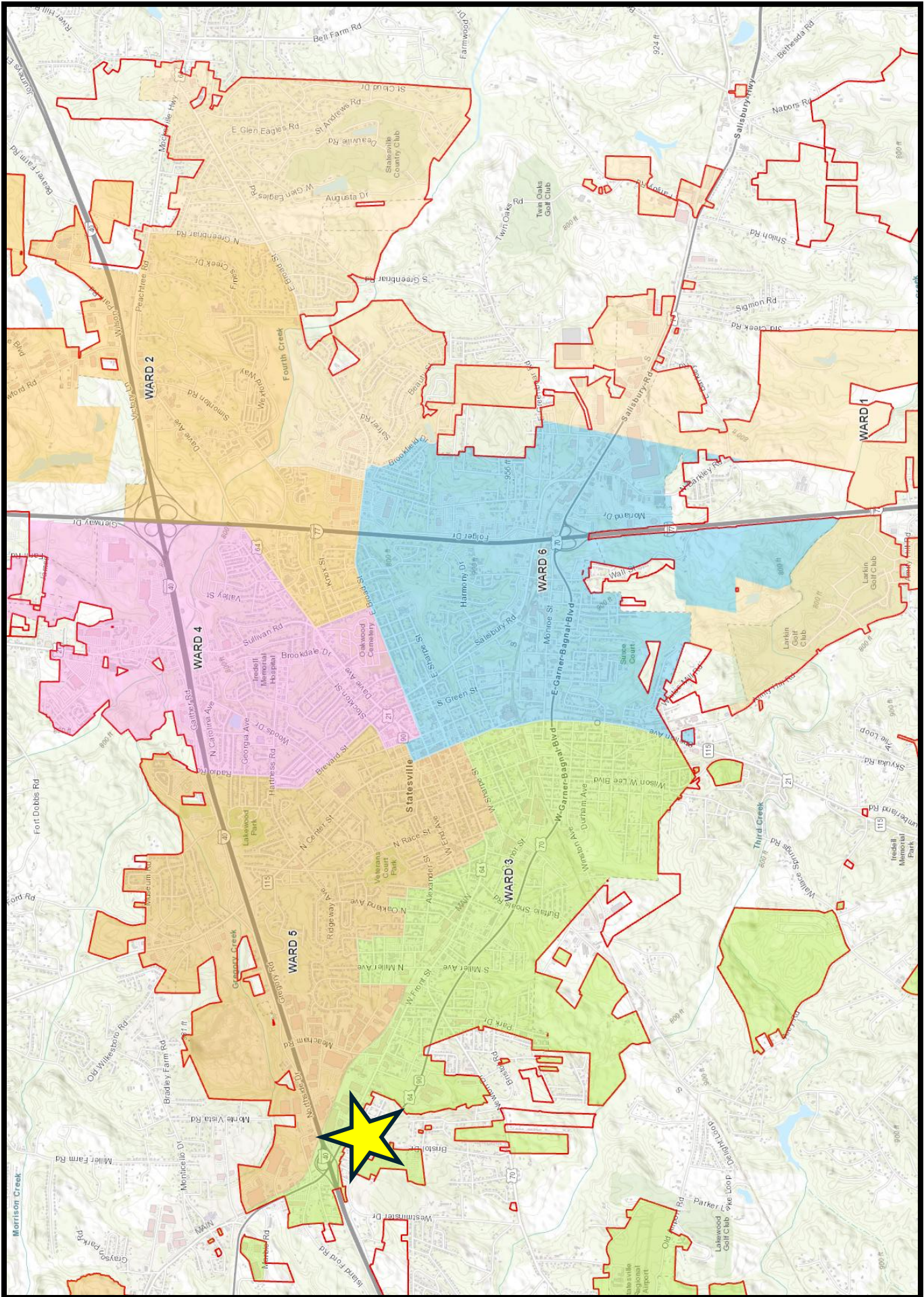
Advertise for the public hearing.

9. Attachments:

1. Maps
2. Resolution
3. Certificate of Sufficiency



Location Map – 114 Bristol Drive



Location Map (Wards) AX26-08 114 Bristol Drive

CERTIFICATE OF SUFFICIENCY

**Case No. AX26-08 114 Bristol Drive
Parcel # 4724-68-6792**

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-31.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Statesville, this 1st day of June 2026.

SEAL

Emily Kurfees, City Clerk

RESOLUTION _____

A RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A
PETITION RECEIVED UNDER G.S. 160A-31

**Case No. AX26-08 114 Bristol Drive
Parcel # 4724-68-6792**

WHEREAS, a petition requesting annexation of the area described in said petition has been received on April 7, 2026, by the City Council; and

WHEREAS, G. S. 160A-31 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 1st day of June 2026.

S - E - A - L

CITY OF STATESVILLE

By: _____
Mayor

ATTEST:

City Clerk

RESOLUTION _____

**RESOLUTION FIXING THE DATE OF A PUBLIC HEARING ON THE QUESTION OF
ANNEXATION PURSUANT TO G.S. 160A-31**

**Case No. AX26-08 114 Bristol Drive
Parcel # 4724-68-6792**

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 15th day of June 2026.

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

BEING ALL OF LOTS NOS. 266 and 267 on E Street, of the J.W. Sherrill Property, as the same is platted in Plat Book 1, pages 93A-93B, Iredell County Registry.

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 1st day of June 2026.

CITY OF STATESVILLE

By: _____
Mayor

ATTEST:

City Clerk

RESOLUTION _____

A RESOLUTION DIRECTING THE CLERK TO
INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31

**Case No. AX26-08 114 Bristol Drive
Parcel # 4724-68-6792**

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Adopted this 1st day of June 2026.

S - E - A - L

CITY OF STATESVILLE

By: _____
Mayor

ATTEST:

City Clerk

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Gina Lawrence, Chief Fiancial Officer
DATE: 5/15/2026 11:24 AM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider appropriating fund balance to approve Budget Amendment #2026-23 to pay an economic incentive in the amount of \$153,387 to Denso Manufacturing NC, Inc.

1. Summary of Information:

In September 2022 Denso Manufacturing NC, Inc. entered into an economic incentive agreement with the City of Statesville and Iredell County for a multi-year economic incentive agreement.

The agreement calls for an incentive equivalent to 50% of personal property taxes paid by the company to the City attributable to the improvements made and maintained in accordance with the terms and conditions. The request is to appropriate funds necessary to pay the Year 1 and Year 2 incentive for the 2024 and 2025 taxes.

2. Previous Council or Relevant Actions:

City Council approved the economic incentive agreement on September 13, 2022.

City Council approved the amended economic incentive agreement on December 11, 2023.

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

This economic incentive agreement allows citizens of our city to have the opportunity for a high paying job.

4. Budget/Funding Implications:

The budget amendment moves \$153,387 from the General Fund fund balance to pay for the Year 1 and Year 2 incentive payments.

5. Consequences for Not Acting:

The City would be in violation of the incentive agreement.

6. Department Recommendation:

Approve as presented.

7. Manager Comments:

Recommend for approval.

8. Next Steps:

Staff will issue payment to the company.

9. Attachments:

1. Denso Manufacturing Exhibit A (2024 & 2025)
2. Denso Manufacturing NC, Inc. Economic Incentive Calculation
3. BA Form Denso Manufacturing Economic Development Incentive
4. Denso Manufacturing Economic Development Agreement

NORTH CAROLINA

EXHIBIT A -- CERTIFICATE

TO: THE CITY OF STATESVILLE, NORTH CAROLINA

This Certificate is delivered pursuant to Sections C and F of the Joint Economic Development Agreement (the "Agreement"), dated April 16, 2026, between the City of Statesville, North Carolina (the "City") and DENSO Manufacturing North Carolina, Inc. (the "Company"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

I, Jon Callies, do hereby certify, for and on behalf of Company that:

- a. The Company made investments for taxable Improvements to the Property in the City in connection with the project totaling [\$38,249,234.92] and for acquisitions of tangible personal property in the City in connection with the project totaling [\$46,285,945.74] on or before December 31, 2025 in accordance with Section I of the Agreement;
- b. The Company has paid in full its ad valorem taxes to the County for tax year 2025;
- c. As of December 31, 2025, the Company employed [137] new employees, in accordance with Section 3 of the Agreement, at an average annual salary of [\$55,411.00], and Company retained [424] employees from DENSO Manufacturing North Carolina, Inc.;
- d. The Company has maintained employment of [88] new employees since December 31, [2025]; Total Head Count 573
- e. The Investment for which this request is made has been completed and has been submitted on the Property Listing Form to the Iredell County Tax Assessor.
- f. The Company has attached receipt of its taxes paid in full to the County for the tax year due and owing.
- g. The Company has attached the NCUI 101 form(s) verifying employment for the Improvement Period.
- h. Company is not closing and does not intend to close, as a result of completing the Improvements, other Company manufacturing facilities in Iredell County.
- i. The construction, acquisition and/or installation of the Improvements on or at the Property will result, or has resulted, in the creation of approximately [300] net new jobs.

Dated at Statesville, North Carolina, this the 21st day of April, 2026

DENSO Manufacturing North Carolina, Inc.

By: Jon Callies

Printed Name: Jon Callies

Title: President

NORTH CAROLINA

EXHIBIT A -- CERTIFICATE

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- b. The Company has paid in full its ad valorem taxes to the County for tax year 2024;
- c. As of December 31, 2024, the Company employed [137] new employees, in accordance with Section 3 of the Agreement, at an average annual salary of [\$52,124.00], and Company retained [424] employees from DENSO Manufacturing North Carolina, Inc.;
- d. The Company has maintained employment of [155] new employees since December 31, [2024]; Total Head Count 597
- e. The Investment for which this request is made has been completed and has been submitted on the Property Listing Form to the Iredell County Tax Assessor.
- f. The Company has attached receipt of its taxes paid in full to the County for the tax year due and owing.
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Dated at Statesville, North Carolina, this the 21st day of April, 2026

DENSO Manufacturing North Carolina, Inc.

By: Jon Callies

Printed Name: Jon Callies

Title: President



IREDELL COUNTY TAX COLLECTOR
 PO BOX 1027
 STATESVILLE NC 28687-1027
iredellcountync.gov

IREDELL COUNTY PROPERTY TAX BILL
IMPORTANT INFORMATION - PLEASE READ

INTEREST: Accrues at the rate of 2% for January & 3/4% each month thereafter.
Taxes are delinquent after January 5, 2026.

PROPERTY SOLD: Ownership is determined as of Jan. 1, 2025 (NCGS 105-285). If you have sold the real property assessed to you, please forward this tax notice to the new owner.

FAILURE TO PAY: Delinquent taxes are subject to wage garnishment, bank attachment, levy of personal property, sheriff's warrant, NC Debt Setoff Program, and foreclosure proceedings AFTER January 5, 2026. See back of this bill for more information.

PAYMENT OPTIONS: See payment information on the back of this tax bill.

START MAKING PAYMENTS TODAY IF YOU ARE UNABLE TO PAY IN FULL BY JANUARY 5, 2026 - SEE BACK OF TAX BILL.

APPEALS: See reverse side of this bill for more information.

SOLID WASTE FEE: This annual fee supports the construction and operation of the Iredell County landfill. This is an availability fee charged for each home, mobile home site, and apartment unit. The landfill charges a non-residential waste fee by ton or load. Landfill stickers are available at the Solid Waste Facility only.

ESCROW / MORTGAGE ACCOUNTS: The property owner is responsible for ensuring full payment of this bill. If "YES" appears in the box below, a copy of this bill has been forwarded to an escrow company. If your taxes are escrowed, and the box below is blank, forward this bill to your mortgage holder.

TAXES ESCROWED:

*015741/1--S 50--B 1



DENSO MANUFACTURING NC INC
 470 CRAWFORD RD
 STATESVILLE NC 28625-8545

Page 1 of 1

SEE THE BACK OF THIS BILL FOR MORE INFORMATION

ACCOUNT NUMBER	BILL NUMBER	TAX YEAR	BILL DATE	DUE DATE	PAST DUE AFTER
80073871	2025030157	2025	08/08/2025	09/01/2025	01/05/2026
PARCEL ID: 4756234026.000 DESCRIPTION: CRAWFORD PB 33-115 PROPERTY ADDRESS: 470 CRAWFORD RD ACREAGE OR LOTS: 64.4600AC			Personal Property Detail		
REAL ESTATE VALUE:		\$12,949,320.00			
PERSONAL PROPERTY VALUE:		\$.00			
DEFERRED:					
EXEMPTION APPLIED:		\$.00			
TOTAL TAX VALUE:		\$12,949,320.00			
TAX DISTRICT	TAX RATE	TAX AMOUNT	LATE LIST PENALTY	IT IS IMPORTANT THAT YOU CHECK THIS BILL FOR ACCURACY!	
COUNTY	\$.5000	\$64,746.60		Verify the Tax Districts listed and call the County Assessor's Office if errors exist. District taxes become a lien on property even if they do not appear on this bill. N.C.G.S. 105-348	
STATESVILLE	\$.5176	\$67,025.68			
TOTAL TAX DUE			\$131,772.28	See reverse side of this bill for a chart of Iredell County services paid for in part by your property tax payments.	
You may pay in person at the Office of the Tax Collector: 135 E. Water St. Statesville, NC 28677 OFFICE HOURS: 8:00 AM - 5:00 PM MONDAY - FRIDAY					

THIS SECTION MUST BE RETURNED WITH PAYMENT

ACCOUNT NUMBER	BILL NUMBER	DUE DATE	TAX YEAR	TOTAL AMOUNT DUE	10% Penalty for checks returned by the bank
80073871	2025030157	09/01/25	2025	\$131,772.28	
Mailing address changes may be made online at: www.bttaxpayerportal.com/TaxpayerPortalIR/AddressChangeRequest				CONTACT PHONE NUMBERS ON REVERSE SIDE.	

****NEW REMITTANCE ADDRESS****

MAKE CHECK PAYABLE & REMIT TO:
 (Include the account # and bill # on your payment)

IREDELL COUNTY TAX COLLECTOR
 PO BOX 96775
 CHARLOTTE NC 28296-6775



CREDIT CARD / E-CHECK PAYMENTS:
 By phone dial toll free 1-844-565-2100 or visit our website at iredellcountync.gov. A service fee will be added if you choose to complete the transaction.

DENSO MANUFACTURING NC INC
 470 CRAWFORD RD
 STATESVILLE NC 28625-8545



03015725900131772287

PAYMENT INFORMATION

PAYING YOUR BILL BY MAIL: You must include the lower section of this bill with your payment. Please make checks payable to Iredell County Tax Collector, PO BOX 96775, Charlotte, NC 28296-6775.

PAYING YOUR BILL BY BILL PAY/ONLINE BANKING: To insure payments are properly credited, remit to: Iredell County Tax Collector, PO Box 1027, Statesville NC 28687-1027

PAYING YOUR BILL IN PERSON: Bring your entire bill to the Tax Collector's Office, 135 E. Water St., Statesville, NC 28677. Office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m.

We accept cash, check or debit card payments only.

PAYING BY PHONE / ONLINE: Call 1-844-565-2100 or iredellcountync.gov. Click Payments when prompted. A service fee will be added.

PARTIAL PAYMENTS

If unable to pay in full by January 5, 2026, start making partial payments now. Include your account number and bill number with your payment. Prepayments will also be accepted. Mail to Iredell County Tax Collector, PO Box 1027, Statesville NC 28687-1027.

APPEALS - PERSONAL PROPERTY

Pursuant to N.C.G.S. 105-317.1(C) the taxpayer may appeal the value, situs or taxability of personal property (untagged motor vehicles, mfg. homes, boats, trailers, aircraft, IRP's, business personal prop.) shown on this tax statement to the County Assessor within 30 days from the date of this notice. **All appeals must be in writing** and addressed to the Iredell County Assessor, PO Box 1027, Statesville NC 28687-1027.

ADDITIONAL CHARGES & COLLECTION PROCEDURES

LATE PAYMENT CHARGES: Taxes are delinquent after Jan. 5, 2026. January delinquent penalty applied at a rate of 2%. Each month thereafter 3/4% interest is added until taxes are paid in full. Payments submitted by mail are deemed to be received as of the date of the United States Postal Service mark, not postage meter date. The United States Postal Service mark must be affixed or payment will be deemed to be received upon its arrival in the Office of the Tax Collector. N.C.G.S. 105-360(d)

COLLECTION PROCEDURES: Delinquent taxes will be collected through wage garnishment, bank attachment, credit agency, sheriff's warrant, NC Debt Setoff (attachment of your state tax refund), attachment of your motor vehicles and foreclosure of your property. These remedies are made available to the Tax Collector by N.C.G.S 105-366 & 105-368. Unpaid real property taxes will be advertised in the newspaper. N.C.G.S. 105-369.

RETURNED CHECK CHARGE: A 10% or \$25.00 penalty (whichever is greater) will be charged for any check returned due to insufficient funds or nonexistent account. N.C.G.S. 105-357(b)

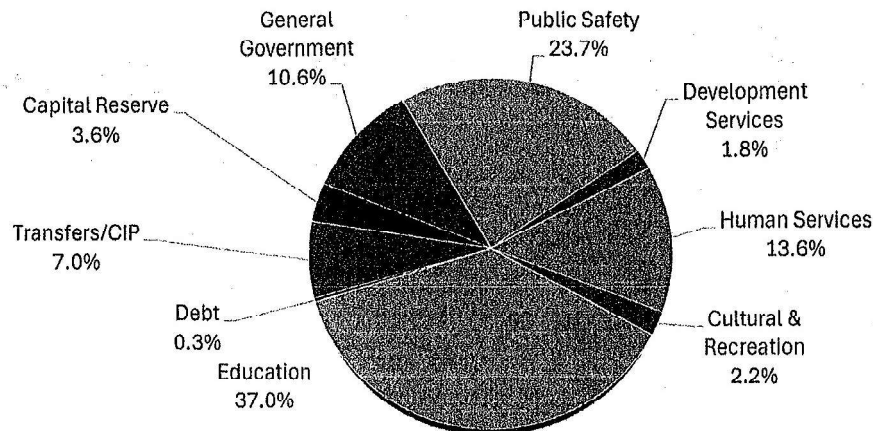
APPEALS - REAL PROPERTY

The value of real property may not be appealed at this time. Appeals of real property value must be filed prior to the adjournment of the Iredell County Board of Equalization and Review, which convenes in April each year, or within 30 days of receiving a Notice of Assessed Value indicating that your value has changed, whichever is later. You may file an appeal of next year's value by making a written request anytime between January 1, 2026 and the adjournment date established by the Board next year.

FOR QUESTIONS CONCERNING THIS BILL

Collections (Taxes Due / Verify Payments)	(704) 878-3020
Individual Personal Property Values	(704) 878-3010
Business Personal Property Values	(704) 928-2029
Assessor (Land / Building Values)	(704) 878-5368
Mapping / GIS (Land Description / Location / Estates / Wills)	(704) 878-3137

General Fund Expenditures by Function
Fiscal Year 2025-2026





IREDELL COUNTY TAX COLLECTOR
 PO BOX 1027
 STATESVILLE NC 28687-1027
 iredellcountync.gov

**IREDELL COUNTY PROPERTY TAX BILL
 IMPORTANT INFORMATION - PLEASE READ**

INTEREST: Accrues at the rate of 2% for January & 3/4% each month thereafter.

Taxes are delinquent after January 5, 2026.

PROPERTY SOLD: Ownership is determined as of Jan. 1, 2025 (NCGS 105-285). If you have sold the real property assessed to you, please forward this tax notice to the new owner.

FAILURE TO PAY: Delinquent taxes are subject to wage garnishment, bank attachment, levy of personal property, sheriff's warrant, NC Debt Setoff Program, and foreclosure proceedings AFTER January 5, 2026. See back of this bill for more information.

PAYMENT OPTIONS: See payment information on the back of this tax bill.

START MAKING PAYMENTS TODAY IF YOU ARE UNABLE TO PAY IN FULL BY JANUARY 5, 2026 - SEE BACK OF TAX BILL.

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SOLID WASTE FEE: This annual fee supports the construction and operation of the Iredell County landfill. This is an availability fee charged for each home, mobile home site, and apartment unit. The landfill charges a non-residential waste fee by ton or load. Landfill stickers are available at the Solid Waste Facility only.

ESCROW / MORTGAGE ACCOUNTS: The property owner is responsible for ensuring full payment of this bill. If "YES" appears in the box below, a copy of this bill has been forwarded to an escrow company. If your taxes are escrowed, and the box below is blank, forward this bill to your mortgage holder.

TAXES ESCROWED:

*015742/2--S 50--B 1



DENSO MANUFACTURING NORTH
 CAROLINA INC
 470 CRAWFORD RD
 STATESVILLE NC 28625-8545

Page 1 of 2

SEE THE BACK OF THIS BILL FOR MORE INFORMATION

ACCOUNT NUMBER	BILL NUMBER	TAX YEAR	BILL DATE	DUE DATE	PAST DUE AFTER
80066005	2025030159	2025	08/08/2025	09/01/2025	01/05/2026
PARCEL ID: 4756028769.000 DESCRIPTION: SR 2174 PROPERTY ADDRESS: 453 CRAWFORD RD ACREAGE OR LOTS: 19.5040AC			Personal Property Detail		
REAL ESTATE VALUE:		\$380,330.00			
PERSONAL PROPERTY VALUE:		\$.00			
DEFERRED:					
EXEMPTION APPLIED:		\$.00			
TOTAL TAX VALUE:		\$380,330.00			
TAX DISTRICT	TAX RATE	TAX AMOUNT	LATE LIST PENALTY	IT IS IMPORTANT THAT YOU CHECK THIS BILL FOR ACCURACY!	
COUNTY	\$.5000	\$1,901.65		Verify the Tax Districts listed and call the County Assessor's Office if errors exist. District taxes become a lien on property even if they do not appear on this bill. N.C.G.S. 105-348	
ALLCNTY FIRE	\$.0900	\$342.30			
TOTAL TAX DUE			\$2,243.95	See reverse side of this bill for a chart of Iredell County services paid for in part by your property tax payments.	
You may pay in person at the Office of the Tax Collector 135 E. Water St. Statesville, NC 28677 OFFICE HOURS: 8:00 AM - 5:00 PM MONDAY - FRIDAY					

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80066005	2025030159	09/01/25	2025	\$2,243.95	
Mailing address changes may be made online at: www.bttaxpayerportal.com/TaxpayerPortalIR/AddressChangeRequest				CONTACT PHONE NUMBERS ON REVERSE SIDE.	

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 PO BOX 96775
 CHARLOTTE NC 28296-6775



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DENSO MANUFACTURING NORTH
 CAROLINA INC
 470 CRAWFORD RD
 STATESVILLE NC 28625-8545

03015925500002243954

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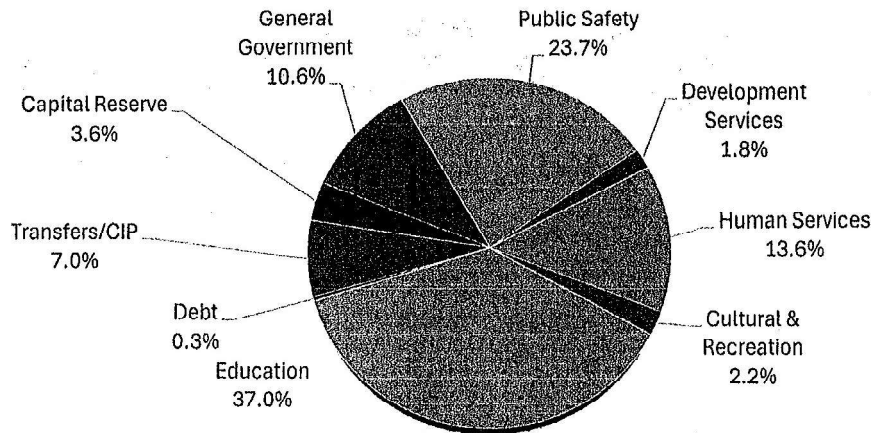
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General Fund Expenditures by Function
Fiscal Year 2025-2026





IREDELL COUNTY TAX COLLECTOR
 PO BOX 1027
 STATESVILLE NC 28687-1027
iredellcountync.gov

IREDELL COUNTY PROPERTY TAX BILL
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TAXES ESCROWED:

015742/2--S 50--B 1

DENSO MANUFACTURING NORTH
 CAROLINA INC
 470 CRAWFORD RD
 STATESVILLE NC 28625-8545

Page 2 of 2

SEE THE BACK OF THIS BILL FOR MORE INFORMATION

ACCOUNT NUMBER	BILL NUMBER	TAX YEAR	BILL DATE	DUE DATE	PAST DUE AFTER
1787850	2025030160	2025	08/08/2025	09/01/2025	01/05/2026
PARCEL ID: DESCRIPTION: PROPERTY ADDRESS: 470 CRAWFORD RD ACREAGE OR LOTS:			Personal Property Detail		
REAL ESTATE VALUE: \$.00 PERSONAL PROPERTY VALUE: \$128,932,236.00 DEFERRED: EXEMPTION APPLIED: \$.00 TOTAL TAX VALUE: \$128,932,236.00			BP DEPRECIATED VAL SUPP SPARE PARTS/SUB SUPP CIP		
TAX DISTRICT	TAX RATE	TAX AMOUNT	LATE LIST PENALTY	IT IS IMPORTANT THAT YOU CHECK THIS BILL FOR ACCURACY!	
COUNTY STATESVILLE	\$.5000 \$.5176	\$644,661.18 \$667,353.25		Verify the Tax Districts listed and call the County Assessor's Office if errors exist. District taxes become a lien on property even if they do not appear on this bill. N.C.G.S. 105-348 See reverse side of this bill for a chart of Iredell County services paid for in part by your property tax payments.	
TOTAL TAX DUE			\$1,312,014.43		
You may pay in person at the Office of the Tax Collector 135 E. Water St. Statesville, NC 28677 OFFICE HOURS: 8:00 AM - 5:00 PM MONDAY - FRIDAY					





THIS SECTION MUST BE RETURNED WITH PAYMENT

ACCOUNT NUMBER	BILL NUMBER	DUE DATE	TAX YEAR	TOTAL AMOUNT DUE	10% Penalty for checks returned by the bank
1787850	2025030160	09/01/25	2025	\$1,312,014.43	
Mailing address changes may be made online at: www.bttaxpayerportal.com/TaxpayerPortalIR/AddressChangeRequest				CONTACT PHONE NUMBERS ON REVERSE SIDE.	

****NEW REMITTANCE ADDRESS****

MAKE CHECK PAYABLE & REMIT TO:
 (Include the account # and bill # on your payment)

IREDELL COUNTY TAX COLLECTOR
 PO BOX 96775
 CHARLOTTE NC 28296-6775

CREDIT CARD / E-CHECK PAYMENTS:
 By phone dial toll free 1-844-565-2100 or visit our website at iredellcountync.gov. A service fee will be added if you choose to complete the transaction.

DENSO MANUFACTURING NORTH
 CAROLINA INC
 470 CRAWFORD RD
 STATESVILLE NC 28625-8545



03016025301312014432

PAYMENT INFORMATION

PAYING YOUR BILL BY MAIL: You must include the lower section of this bill with your payment. Please make checks payable to Iredell County Tax Collector, PO BOX 96775, Charlotte, NC 28296-6775.

PAYING YOUR BILL BY BILL PAY/ONLINE BANKING: To insure payments are properly credited, remit to: Iredell County Tax Collector, PO Box 1027, Statesville NC 28687-1027

PAYING YOUR BILL IN PERSON: Bring your entire bill to the Tax Collector's Office, 135 E. Water St., Statesville, NC 28677. Office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m.

We accept cash, check or debit card payments only.

PAYING BY PHONE / ONLINE: Call 1-844-565-2100 or iredellcountync.gov. Click Payments when prompted. A service fee will be added.

PARTIAL PAYMENTS

If unable to pay in full by January 5, 2026, start making partial payments now. Include your account number and bill number with your payment. Prepayments will also be accepted. Mail to Iredell County Tax Collector, PO Box 1027, Statesville NC 28687-1027.

APPEALS - PERSONAL PROPERTY

Pursuant to N.C.G.S. 105-317.1(C) the taxpayer may appeal the value, situs or taxability of personal property (untagged motor vehicles, mfg. homes, boats, trailers, aircraft, IRP's, business personal prop.) shown on this tax statement to the County Assessor within 30 days from the date of this notice. **All appeals must be in writing** and addressed to the Iredell County Assessor, PO Box 1027, Statesville NC 28687-1027.

ADDITIONAL CHARGES & COLLECTION PROCEDURES

LATE PAYMENT CHARGES: Taxes are delinquent after Jan. 5, 2026. January delinquent penalty applied at a rate of 2%. Each month thereafter 3/4% interest is added until taxes are paid in full. Payments submitted by mail are deemed to be received as of the date of the United States Postal Service mark, not postage meter date. The United States Postal Service mark must be affixed or payment will be deemed to be received upon its arrival in the Office of the Tax Collector. N.C.G.S. 105-360(d)

COLLECTION PROCEDURES: Delinquent taxes will be collected through wage garnishment, bank attachment, credit agency, sheriff's warrant, NC Debt Setoff (attachment of your state tax refund), attachment of your motor vehicles and foreclosure of your property. These remedies are made available to the Tax Collector by N.C.G.S 105-366 & 105-368. Unpaid real property taxes will be advertised in the newspaper. N.C.G.S. 105-369.

RETURNED CHECK CHARGE: A 10% or \$25.00 penalty (whichever is greater) will be charged for any check returned due to insufficient funds or nonexistent account. N.C.G.S. 105-357(b)

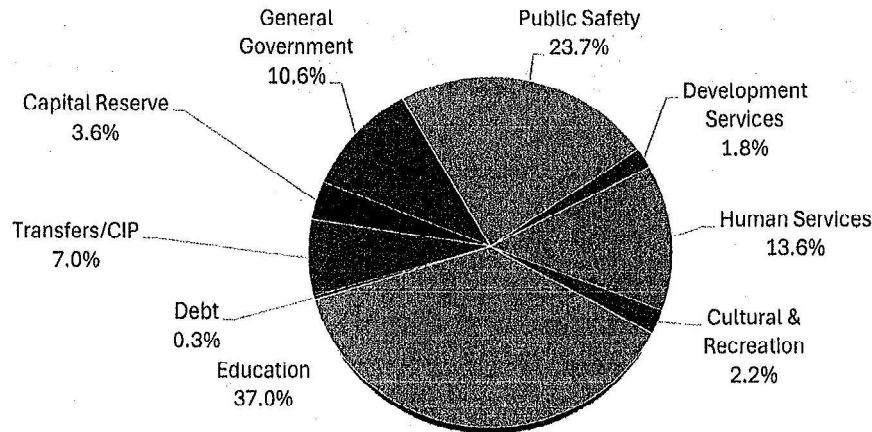
APPEALS - REAL PROPERTY

The value of real property may not be appealed at this time. Appeals of real property value must be filed prior to the adjournment of the Iredell County Board of Equalization and Review, which convenes in April each year, or within 30 days of receiving a Notice of Assessed Value indicating that your value has changed, whichever is later. You may file an appeal of next year's value by making a written request anytime between January 1, 2026 and the adjournment date established by the Board next year.

FOR QUESTIONS CONCERNING THIS BILL

Collections (Taxes Due / Verify Payments)	(704) 878-3020
Individual Personal Property Values	(704) 878-3010
Business Personal Property Values	(704) 928-2029
Assessor (Land / Building Values)	(704) 878-5368
Mapping / GIS (Land Description / Location / Estates / Wills)	(704) 878-3137

General Fund Expenditures by Function
Fiscal Year 2025-2026



PLEASE DETACH BEFORE DEPOSITING CHECK

DENSO

Crafting the Core

Denso MFG North Carolina, Inc
470 Crawford Road
Statesville, NC 28625

CHECK
NUMBER 1003374

50-937
213


August 20, 2025

PAY IREDELL COUNTY TAX COLLECTOR
TO THE C/O FIRST CITIZENS BANK
ORDER OF: CHARLOTTE, NC 28263-3030

CHECK AMOUNT

\$1,446,030.66

EXACTLY *****1,446,030 DOLLARS AND 66 CENTS

 Security features included. Details on back.


JPMorgan Chase Bank, N.A.
Syracuse, NY



Authorized Signature

⑈ 1003374 ⑆ ⑆ 021309379 ⑆ 6301510370509 ⑆

FOI# 10031050007 XLR 87 09/25/2025
IREDELL COUNTY TAX COLLECTOR
5412512261
Transit: 67ade34e-59af-4238-8575-602e16cc92



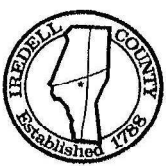
Security features on this document include a Micro-Print Border. Absence of these features may indicate alteration. © Padlock Design is a certification mark of Check Payment Systems Association

*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

X
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTIONAL USE

ENDORSE HERE

Paid Date	09/26/25
Account Number	6301510370509
Check/Serial Number	1003374
Check/Serial Amount	1,446,030.66
Sequence Number	106670124139



IREDELL COUNTY TAX COLLECTOR
 PO BOX 1027
 STATESVILLE NC 28687-1027
 iredellcountync.gov

IREDELL COUNTY PROPERTY TAX BILL
IMPORTANT INFORMATION - PLEASE READ

INTEREST: Accrues at the rate of 2% for January & 3/4% each month thereafter.
Taxes are delinquent after January 6, 2025.

PROPERTY SOLD: Ownership is determined as of Jan. 1, 2024 (NCGS 105-285). If you have sold the real property assessed to you, please forward this tax notice to the new owner.

FAILURE TO PAY: Delinquent taxes are subject to wage garnishment, bank attachment, levy of personal property, sheriff's warrant, NC Debt Setoff Program, and foreclosure proceedings AFTER January 6, 2025. See back of this bill for more information.

PAYMENT OPTIONS: See payment information on the back of this tax bill.

START MAKING PAYMENTS TODAY IF YOU ARE UNABLE TO PAY IN FULL BY JANUARY 6, 2025 - SEE BACK OF TAX BILL.

APPEALS: See reverse side of this bill for more information.

SOLID WASTE FEE: This annual fee supports the construction and operation of the Iredell County landfill. This is an availability fee charged for each home, mobile home site, and apartment unit. The landfill charges a non-residential waste fee by ton or load. Landfill stickers are available at the Solid Waste Facility only.

ESCROW / MORTGAGE ACCOUNTS: The property owner is responsible for ensuring full payment of this bill. If "YES" appears in the box below, a copy of this bill has been forwarded to an escrow company. If your taxes are escrowed, and the box below is blank, forward this bill to your mortgage holder.

TAXES ESCROWED:

046461/2--S 134--B 1

DENSO MANUFACTURING NORTH
 CAROLINA INC
 470 CRAWFORD RD
 STATESVILLE NC 28625-8545

Page 2 of 2

SEE THE BACK OF THIS BILL FOR MORE INFORMATION

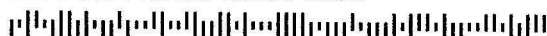
ACCOUNT NUMBER	BILL NUMBER	TAX YEAR	BILL DATE	DUE DATE	PAST DUE AFTER
1787850	2024030007	2024	08/09/2024	09/01/2024	01/06/2025
PARCEL ID: DESCRIPTION: PROPERTY ADDRESS: 470 CRAWFORD RD ACREAGE OR LOTS: REAL ESTATE VALUE: \$.00 PERSONAL PROPERTY VALUE: \$141,131,510.00 DEFERRED: EXEMPTION APPLIED: \$.00 TOTAL TAX VALUE: \$141,131,510.00			Personal Property Detail BP DEPRECIATED VAL SUPP CIP SUPP SPARE PARTS/SUB		
TAX DISTRICT	TAX RATE	TAX AMOUNT	LATE LIST PENALTY	IT IS IMPORTANT THAT YOU CHECK THIS BILL FOR ACCURACY!	
COUNTY	\$.5000	\$705,657.55		Verify the Tax Districts listed and call the County Assessor's Office if errors exist. District taxes become a lien on property even if they do not appear on this bill. N.C.G.S. 105-348	
STATESVILLE	\$.5176	\$730,496.70			
TOTAL TAX DUE			\$1,436,154.25	See reverse side of this bill for a chart of Iredell County services paid for in part by your property tax payments.	
You may pay in person at the Office of the Tax Collector 135 E. Water St. Statesville, NC 28677 OFFICE HOURS: 8:00 AM - 5:00 PM MONDAY - FRIDAY					





THIS SECTION MUST BE RETURNED WITH PAYMENT

ACCOUNT NUMBER	BILL NUMBER	DUE DATE	TAX YEAR	TOTAL AMOUNT DUE	10% Penalty for checks returned by the bank
1787850	2024030007	09/01/24	2024	\$1,436,154.25	
Mailing address changes may be made online at: www.bttaxpayerportal.com/TaxpayerPortalIR/AddressChangeRequest				CONTACT PHONE NUMBERS ON REVERSE SIDE.	

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 (Include the account # and bill # on your payment)

IREDELL COUNTY TAX COLLECTOR
 C/O FIRST CITIZENS BANK
 PO BOX 63030
 CHARLOTTE NC 28263-3030



CREDIT CARD / E-CHECK PAYMENTS:
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DENSO MANUFACTURING NORTH
 CAROLINA INC
 470 CRAWFORD RD
 STATESVILLE NC 28625-8545

03000724901436154254

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APPEALS - PERSONAL PROPERTY

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RETURNED CHECK CHARGE: A 10% or \$25.00 penalty (whichever is greater) will be charged for any check returned due to insufficient funds or nonexistent account. N.C.G.S. 105-357(b)

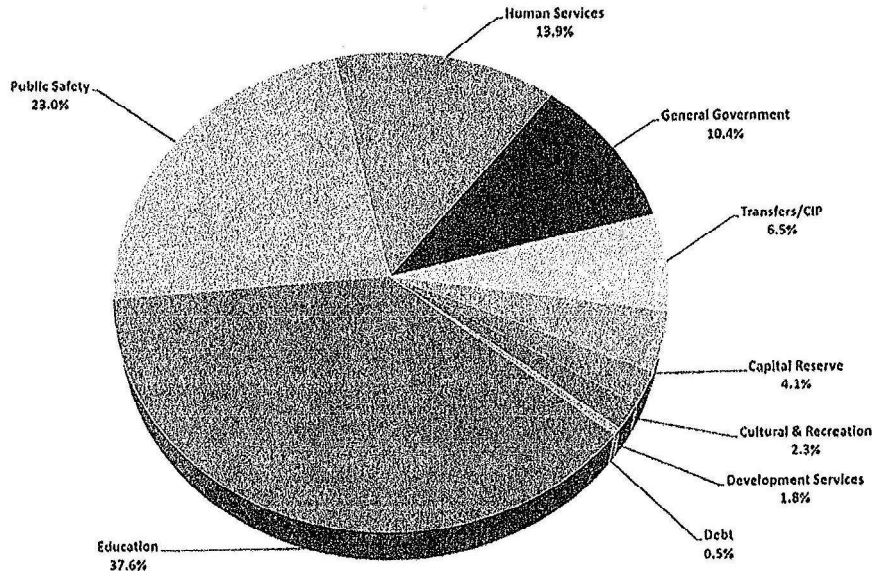
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Collections (Taxes Due / Verify Payments)	(704) 878-3020
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Assessor (Land / Building Values)	(704) 878-5368
Mapping / GIS (Land Description / Location / Estates / Wills)	(704) 878-3137

**General Fund Expenditures by Function
Fiscal Year 2024-2025
"Net County Funds"**





IREDELL COUNTY TAX COLLECTOR
 PO BOX 1027
 STATESVILLE NC 28687-1027
iredellcountync.gov

IREDELL COUNTY PROPERTY TAX BILL
IMPORTANT INFORMATION - PLEASE READ

INTEREST: Accrues at the rate of 2% for January & 3/4% each month thereafter.
Taxes are delinquent after January 6, 2025.

PROPERTY SOLD: Ownership is determined as of Jan. 1, 2024 (NCGS 105-285). If you have sold the real property assessed to you, please forward this tax notice to the new owner.

FAILURE TO PAY: Delinquent taxes are subject to wage garnishment, bank attachment, levy of personal property, sheriff's warrant, NC Debt Setoff Program, and foreclosure proceedings AFTER January 6, 2025. See back of this bill for more information.

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START MAKING PAYMENTS TODAY IF YOU ARE UNABLE TO PAY IN FULL BY JANUARY 6, 2025 - SEE BACK OF TAX BILL.

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ESCROW / MORTGAGE ACCOUNTS: The property owner is responsible for ensuring full payment of this bill. If "YES" appears in the box below, a copy of this bill has been forwarded to an escrow company. If your taxes are escrowed, and the box below is blank, forward this bill to your mortgage holder.

TAXES ESCROWED:

*046461/2--S 134--B 1



DENSO MANUFACTURING NORTH CAROLINA INC
 470 CRAWFORD RD
 STATESVILLE NC 28625-8545

Page 1 of 2

SEE THE BACK OF THIS BILL FOR MORE INFORMATION

ACCOUNT NUMBER	BILL NUMBER	TAX YEAR	BILL DATE	DUE DATE	PAST DUE AFTER
80066005	2024030009	2024	08/09/2024	09/01/2024	01/06/2025
PARCEL ID: 4756028769.000 DESCRIPTION: SR 2174 PROPERTY ADDRESS: 453 CRAWFORD RD ACREAGE OR LOTS: 19.5040AC REAL ESTATE VALUE: \$380,330.00 PERSONAL PROPERTY VALUE: \$.00 DEFERRED: \$0.00 EXEMPTION APPLIED: \$0.00 TOTAL TAX VALUE: \$380,330.00			Personal Property Detail		
TAX DISTRICT	TAX RATE	TAX AMOUNT	LATE LIST PENALTY	IT IS IMPORTANT THAT YOU CHECK THIS BILL FOR ACCURACY!	
COUNTY	\$.5000	\$1,901.65		Verify the Tax Districts listed and call the County Assessor's Office if errors exist. District taxes become a lien on property even if they do not appear on this bill. N.C.G.S. 105-348 See reverse side of this bill for a chart of Iredell County services paid for in part by your property tax payments.	
ALLCNTY FIRE	\$.0900	\$342.30			
TOTAL TAX DUE			\$2,243.95		

You may pay in person at the Office of the Tax Collector 135 E. Water St. Statesville, NC 28677
 OFFICE HOURS: 8:00 AM - 5:00 PM MONDAY - FRIDAY

THIS SECTION MUST BE RETURNED WITH PAYMENT

ACCOUNT NUMBER	BILL NUMBER	DUE DATE	TAX YEAR	TOTAL AMOUNT DUE	10% Penalty for checks returned by the bank
80066005	2024030009	09/01/24	2024	\$2,243.95	
Mailing address changes may be made online at: www.bttaxpayerportal.com/TaxpayerPortalIR/AddressChangeRequest				CONTACT PHONE NUMBERS ON REVERSE SIDE.	

MAKE CHECK PAYABLE & REMIT TO:
 (Include the account # and bill # on your payment)

IREDELL COUNTY TAX COLLECTOR
 C/O FIRST CITIZENS BANK
 PO BOX 63030
 CHARLOTTE NC 28263-3030



CREDIT CARD / E-CHECK PAYMENTS:
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DENSO MANUFACTURING NORTH CAROLINA INC
 470 CRAWFORD RD
 STATESVILLE NC 28625-8545

03000924500002243954

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APPEALS - PERSONAL PROPERTY

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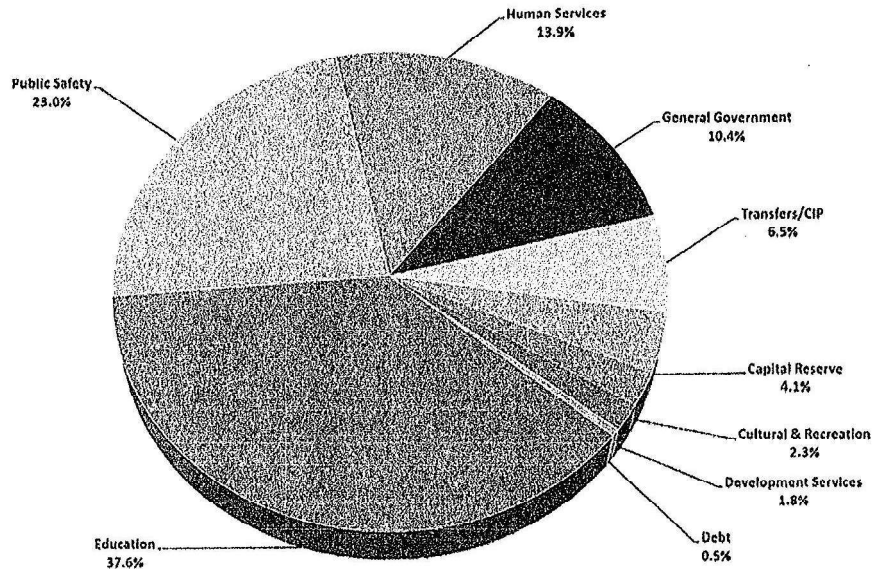
APPEALS - REAL PROPERTY

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FOR QUESTIONS CONCERNING THIS BILL

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Mapping / GIS (Land Description / Location / Estates / Wills)	(704) 878-3137

**General Fund Expenditures by Function
Fiscal Year 2024-2025
"Net County Funds"**



DENSO

Crafting the Core

Denso MFG North Carolina, Inc
470 Crawford Road
Statesville, NC 28625

CHECK NUMBER 1002529

50-937
213

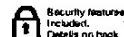
August 21, 2024

PAY TO THE ORDER OF: IREDELL COUNTY TAX COLLECTOR
C/O FIRST CITIZENS BANK
CHARLOTTE, NC 28263-3030

CHECK AMOUNT

\$1,438,398.20

EXACTLY *****1,438,398 DOLLARS AND 20 CENTS



JPMorgan Chase Bank, N.A.
Syracuse, NY

Authorized Signature

⑈ 1002529 ⑆ ⑆ 021309379 ⑆ 6301510370509 ⑆

ENDORSE HERE

X

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTIONAL USE*

*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC



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Chemical Sensitive Paper

Invisible Fluorescent Fibers

Inkjet Treated Paper

Advisory Icon

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8/29/2024 04332003 633030
05412512261
of the within named payee without
First Citizens Bank

Paid Date 08/29/24
Account Number 6301510370509
Check/Serial Number 1002529
Check/Serial Amount 1,438,398.20
Sequence Number 102780837189



IREDELL COUNTY TAX COLLECTOR
 PO BOX 1027
 STATESVILLE NC 28687-1027
www.co.iredell.nc.us

**IREDELL COUNTY PROPERTY TAX BILL
 IMPORTANT INFORMATION - PLEASE READ**

INTEREST: Accrues at the rate of 2% for January & 3/4% each month thereafter.
Taxes are delinquent after January 5, 2022.

PROPERTY SOLD: Ownership is determined as of Jan. 1, 2021 (NCGS 105-285). If you have sold the real property assessed to you, please forward this tax notice to the new owner.

FAILURE TO PAY: Delinquent taxes are subject to wage garnishment, bank attachment, levy of personal property, sheriff's warrant, NC Debt Setoff Program, and foreclosure proceedings AFTER January 5, 2022. See back of this bill for more information.

PAYMENT OPTIONS: See payment information on the back of this tax bill.
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TAXES ESCROWED:

* 042987/2--S 125--B 1 001



DENSO MANUFACTURING NORTH
 CAROLINA INC
 470 CRAWFORD RD
 STATESVILLE NC 28625-8545

Page 1 of 2

SEE THE BACK OF THIS BILL FOR MORE INFORMATION

ACCOUNT NUMBER	BILL NUMBER	TAX YEAR	BILL DATE	DUE DATE	PAST DUE AFTER
1787850	2021072211	2021	08/06/2021	09/01/2021	01/05/2022
PARCEL ID: DESCRIPTION: PROPERTY ADDRESS: 470 CRAWFORD RD ACREAGE OR LOTS: REAL ESTATE VALUE: \$.00 PERSONAL PROPERTY VALUE: \$105,397,695.00 DEFERRED: EXEMPTION APPLIED: \$.00 TOTAL TAX VALUE: \$105,397,695.00			Personal Property Detail BP DEPRECIATED VAL SUPP CIP SUPP SPARE PARTS/SUB AUG 14 2021		
TAX DISTRICT	TAX RATE	TAX AMOUNT	LATE LIST PENALTY	IT IS IMPORTANT THAT YOU CHECK THIS BILL FOR ACCURACY!	
COUNTY STATESVILLE	\$.5375 \$.5478	\$566,512.61 \$577,368.57		Verify the Tax Districts listed and call the County Assessor's Office if errors exist. District taxes become a lien on property even if they do not appear on this bill. N.C.G.S. 105-348	
TOTAL TAX DUE			\$1,143,881.18	See reverse side of this bill for a chart of Iredell County services paid for in part by your property tax payments.	
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ACCOUNT NUMBER	BILL NUMBER	DUE DATE	TAX YEAR	TOTAL AMOUNT DUE	10% Penalty for checks returned by the bank
1787850	2021072211	09/01/21	2021	\$1,143,881.18	
Mailing address changes may be made online at: www.bttaxpayerportal.com/TaxpayerPortalIR/AddressChangeRequest				CONTACT PHONE NUMBERS ON REVERSE SIDE.	

MAKE CHECK PAYABLE & REMIT TO:
 (Include the account # and bill # on your payment)

IREDELL COUNTY TAX COLLECTOR
 C/O FIRST CITIZENS BANK
 PO BOX 63030
 CHARLOTTE NC 28263-3030



CREDIT CARD PAYMENTS THROUGH OUTSIDE AGENCY:
 By phone dial toll free 1-800-272-9829 or visit our website at www.co.iredell.nc.us. Jurisdiction Code 4342. A charge will be added if you choose to complete the transaction.

DENSO MANUFACTURING NORTH
 CAROLINA INC
 470 CRAWFORD RD
 STATESVILLE NC 28625-8545

07221121201143881181

PAYMENT INFORMATION

PAYING YOUR BILL BY MAIL: Please make checks payable to Iredell County Tax Collector, c/o First Citizens Bank, PO Box 63030, Charlotte, NC 28263-3030. You must include the lower section of this bill with your payment.

PAYING YOUR BILL BY BILL PAY/ONLINE BANKING: To insure payments are properly credited, remit to: Iredell County Tax Collector, PO Box 1027, Statesville NC 28687-1027

PAYING YOUR BILL IN PERSON: Bring your entire bill to the Tax Collector's Office, 135 E. Water St., Statesville, NC 28677. Office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m.

We accept cash, check or debit card payments only.

PAYING BY PHONE / ONLINE: Call 1-800-272-9829 or www.co.iredell.nc.us Click Payments and use Jurisdiction Code 4342 when prompted. A processing fee applies.

PARTIAL PAYMENTS

If unable to pay in full by January 5, 2022, start making partial payments now. Include your account number and bill number with your payment. Prepayments will also be accepted. Mail to Iredell County Tax Collector, PO Box 1027, Statesville NC 28687-1027.

APPEALS - PERSONAL PROPERTY

Pursuant to N.C.G.S. 105-317.1(C) the taxpayer may appeal the value, situs or taxability of personal property (untagged motor vehicles, mfg. homes, boats, trailers, aircraft, IRP's, business personal prop.) shown on this tax statement to the County Assessor within 30 days from the date of this notice. **All appeals must be in writing** and addressed to the Iredell County Assessor, PO Box 1027, Statesville NC 28687-1027.

ADDITIONAL CHARGES & COLLECTION PROCEDURES

LATE PAYMENT CHARGES: Taxes are delinquent after Jan. 5, 2022. January delinquent penalty applied at a rate of 2%. Each month thereafter 3/4% interest is added until taxes are paid in full. Payments submitted by mail are deemed to be received as of the date of the United States Postal Service mark, not postage meter date. The United States Postal Service mark must be affixed or payment will be deemed to be received upon its arrival in the Office of the Tax Collector. N.C.G.S. 105-360(d)

COLLECTION PROCEDURES: Delinquent taxes will be collected through wage garnishment, bank attachment, credit agency, sheriff's warrant, NC Debt Setoff (attachment of your state tax refund), attachment of your motor vehicles and foreclosure of your property. These remedies are made available to the Tax Collector by N.C.G.S 105-366 & 105-368. Unpaid real property taxes will be advertised in the newspaper. N.C.G.S. 105-369.

RETURNED CHECK CHARGE: A 10% or \$25.00 penalty (whichever is greater) will be charged for any check returned due to insufficient funds or nonexistent account. N.C.G.S. 105-357(b)

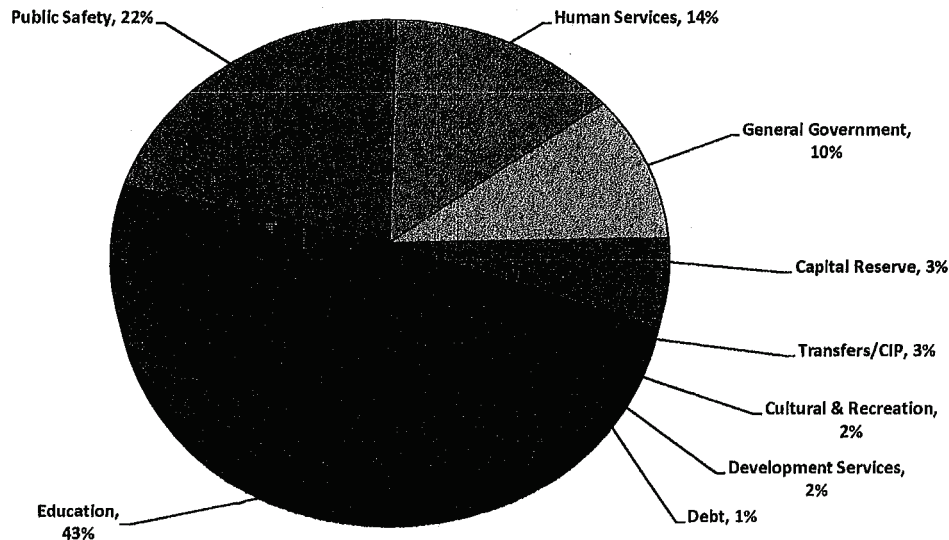
APPEALS - REAL PROPERTY

The value of real property may not be appealed at this time. Appeals of real property value must be filed prior to the adjournment of the Iredell County Board of Equalization and Review, which convenes in April each year, or within 30 days of receiving a Notice of Assessed Value indicating that your value has changed, whichever is later. You may file an appeal of next year's value by making a written request anytime between January 1, 2022 and the adjournment date established by the Board next year.

FOR QUESTIONS CONCERNING THIS BILL

Collections (Taxes Due / Verify Payments)	(704) 878-3020
Individual Personal Property Values	(704) 878-3010
Business Personal Property Values	(704) 928-2029
Assessor (Land / Building Values)	(704) 878-5368
Mapping / GIS (Land Description / Location / Estates / Wills)	(704) 878-3137

**General Fund Expenditures by Function
Fiscal Year 2021-2022
"Net County Funds"**



2024 Calendar Year	Calculation
2021 Original Personal Property Tax Value	105,397,695
2024 New Personal Property Tax Value	141,131,510
Increased Value (Improvements)	35,733,815
Divided by 100	357,338
Gen Prop Tax Factor	0.5176
	184,958.23
Economic Incentive 50%	92,479
Due to Denso Manufacturing NC, Inc.	\$92,479
2025 Calendar Year	
2021 Original Personal Property Tax Value	105,397,695
2025 New Personal Property Tax Value	128,932,236
Increased Value (Improvements)	23,534,541
Divided by 100	235,345
Gen Prop Tax Factor	0.5176
	121,814.78
Economic Incentive 50%	60,907
Due to Denso Manufacturing NC, Inc.	\$60,907
Total Due to Denso Manufacturing NC, Inc.	\$153,387

**CITY OF STATESVILLE
BUDGET AMENDMENT #2026-23**

June 1, 2025
FISCAL YEAR 2025-2026

FUND / ACCOUNT #	ACCOUNT TYPE	DESCRIPTION	CURRENT BUDGET	CHANGE (+ / -)	AMENDED BUDGET
General Fund					
010.0000.399.00.00	Revenue	Appropriated Fund Balance	15,389,194	153,387	15,542,581
		Total Revenues	<u>15,389,194</u>	<u>153,387</u>	<u>15,542,581</u>
010.6600.57.50	Expense	Economic and Physical Development	43,158	153,387	196,545
		Total Expenditures	<u>43,158</u>	<u>153,387</u>	<u>196,545</u>

DESCRIPTION: To appropriate funds to cover economic incentive reimbursement request for Denso Manufacturing NC, Inc.

Budget Officer

APPROVED BY CITY COUNCIL:

City Clerk

Gina Lawrence

Chief Finance Officer

NORTH CAROLINA

IREDELL COUNTY

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of this 13 day of September, 2022, by and between **the City of Statesville**, a North Carolina Municipal Corporation (the “City”), and **DENSO Manufacturing North Carolina, Inc.** a North Carolina Corporation with a place of business in Iredell County, North Carolina and registered to do business in North Carolina and **DENSO International America, Inc.** a North Carolina Corporation with a place of business in Iredell County, North Carolina and registered to do business in North Carolina (DENSO North Carolina and DENSO International are together referred to herein as the “Company”)

WITNESSETH:

WHEREAS, the City is desirous of fostering joint economic development within its boundaries; and

WHEREAS, North Carolina General Statute (“N.C.G.S.”) 158-7.1 authorizes the City to make appropriations for the purpose of aiding and encouraging the location and expansion of manufacturing enterprises and industrial and commercial plants in or near its boundaries; and

WHEREAS, Company is currently located at 470 Crawford Road in Statesville, North Carolina (“Property”) and intends to expand its business through the addition of machinery & equipment to the facility on the Property. (“Investment”) The Company will create up to one hundred and thirty-seven (137) new full-time jobs, and the retention of 530 existing jobs. Company anticipates the total cost of the Improvements during the Improvement Period, as defined below, to have an Assessed Value of Thirty-Eight Million Dollars (\$38,000,000.00) (“Investment”); and

WHEREAS, the Improvements are expected to increase the tax base of the City, stimulate the economy, and result in the creation of several jobs in the City; and

WHEREAS, as an inducement to Company, and to assist Company in connection with the Improvements, the City is willing to appropriate and expend City funds to provide certain economic development incentives, as is provided in Section 6 of this Agreement, all such appropriations and expenditures to be made pursuant to the terms and conditions of this Agreement and N.C.G.S. §158-7.1; and

WHEREAS, in consideration of these economic development incentives, Company agrees to comply with the covenants and conditions binding upon it as set forth in this Agreement, including but not limited to submitting a voluntary annexation petition with the City to annex the Property; and

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and of other consideration, the receipt and sufficiency of which is now acknowledged by the parties, the City and Company do hereby agree as follows:

I. Standard Incentive

- A. This Agreement shall apply only with respect to Improvements undertaken by the Company between and (the “Improvement Period”). No Incentive will be paid until the City has certified that Company has increased the tax base of the City by a minimum of One Million Dollars (\$1,000,000) and up to Thirty-Eight Million Dollars (\$38,000,000.00), maintained a minimum of one hundred and thirty-seven (137) new jobs with retention of 530 current jobs, and submitted a petition for voluntary annexation for the Property to annex into the City of Statesville, North Carolina.
- B. This Agreement is executed subject to the City delivering to Company an Opinion of Counsel for the City, in form and substance reasonably satisfactory to Company, that this Agreement has been duly authorized, executed and delivered by City and that the Statesville City Council voted and authorized the economic development incentives set forth in this Agreement on June 20, 2022, following a duly advertised public hearing.
- C. This Agreement is executed subject to the fulfillment of each of the following conditions precedent, except to the extent that the City may, in its absolute discretion, waive one or more thereof in whole or in part:
 1. Company shall deliver to the City a certificate certifying that it has commenced the construction, acquisition and/or installation of the Improvements Company shall deliver to the City a certificate certifying that said Improvements will result, or have resulted in the creation of at least one hundred and thirty-seven new jobs and the retention of 530 current jobs; that such total jobs will pay average wages that will be equal to or greater than the County’s average; and that Company is not closing, and does not intend to close as a result of completing the Improvements, any other Company facilities in the City. Such certificate shall be in the form or substantially in the form of the certificate attached to this Agreement as Exhibit A; and
 2. Company shall file a petition for voluntary annexation into the City of Statesville for the current Property; and
 3. An Opinion of Counsel for Company that this Agreement has been duly authorized, executed and delivered by Company.

D. In order to induce the City to enter into this Agreement and to appropriate and expend monies for payment of economic development incentives pursuant to paragraph 6 of this Agreement, Company represents and warrants to the City that as of the execution date hereof:

1. It is a North Carolina Corporation that is registered and in good standing under the laws of the State of North Carolina; and
2. It has the power and authority to own its properties and assets and to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement; and
3. This Agreement (i) is the valid and binding instrument and agreement of Company, enforceable against the Company in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on Company, the charter documents or operating agreement of Company or any provision of any indenture, agreement or other instrument to which the Company is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which the Company is a party; and
4. There is no suit, claim, action or litigation pending, or to the best knowledge of the Company threatened, relating to the Improvements or the use of the Improvements for their intended purpose; and
5. To the best of Company's knowledge, there is no impediment to the use of the Property for the purposes contemplated by this agreement.

E. Subject to satisfaction of the conditions set forth in Sections 2 and 3 above, Company covenants and agrees with the City that in consideration of the appropriation and expenditure by the City of such economic development incentives, Company shall make substantial Improvements to the Property during CY1 (as defined in Section F below).

F. Payment of economic development incentives will be made as provided in this Paragraph F.

1. Definitions

- a. Improvement Period means the period which begins June 6, 2022, and continues through December 31, 2022.

- b. "FY1" means the fiscal year of the City subsequent to CY1.
- c. "FY2" through "FY5" means the years succeeding "FY1."
- d. "CY1" means the calendar year in which the Threshold Amount was met, and the Company selects to begin receiving the economic incentive.
- e. "Threshold Amount" means at least One Million Dollars and No/100 Dollars (\$1,000,000.00), and up to Thirty-Eight Million and No/100 Dollars (\$38,000,000.00).
- f. "Assessed Value" means the value at which the Improvements are assessed by the City for ad valorem tax purposes.
- g. "Real Property Improvements" refers to land and generally any improvements built on or attached to it.
- h. "Tangible Personal Property Improvements" means anything other than real property or intangible personal property that exists physically and is used in the operation of the business.
- i. "Threshold Minimum New Jobs" means one hundred and thirty-seven new jobs.
- j. "Maximum Incentive Amount" refers to the combined incentive payments of both Real Property Improvements and Tangible Personal Property incentives, with the combined payments having a maximum incentive amount of Four Hundred and Twenty-Six Thousand and Two Hundred and Twenty-Six Dollars (\$426,226.00).

For each year in which the Company is eligible for an economic development incentive under this Agreement, it will submit to City a certification (a "Certificate") in substantially the form attached as Exhibit A containing all the Improvements made during the calendar year and the number of jobs the Improvements have created. Upon certification from Company to City that the total investment amount for all years within the Improvement Period equals or exceeds the Threshold Amount and has created the Threshold Minimum New Jobs, City will pay an economic incentive for 50% of the Tangible Personal Property Improvements. Payment of the incentives will be made to the Company by the City in the fiscal year subsequent to the first day of the calendar year in which the Threshold Amount was met and with a minimum of one hundred and thirty-seven (137) new jobs and the retention of 530 jobs as evidenced by the Company's latest NCUI 101 (i.e. if the Threshold Amount is met during the calendar year 2022, then the value of the Improvements will be reported to the City on January 1, 2023, and the incentive will be paid in the fiscal year 2023-2024). The incentive provided herein will be paid

until Company has received the incentive pursuant to this Agreement for five (5) consecutive years or until the Company has received the Maximum Incentive Amount of Four Hundred and Twenty-Six Thousand and Two Hundred and Twenty-Six Dollars (\$426,226.00) whichever occurs first. In no event shall the City be required to pay more than the Maximum Incentive Amount for a total of Four Hundred and Twenty-Six Thousand and Two Hundred and Twenty-Six Dollars (\$426,226.00) over a five (5) year period. Payment of the incentives provided for herein will be made within thirty (30) days following payment by Company of all its ad valorem taxes for the year.

The City will not be obligated to make an incentive payment for any year after FY5. Nothing herein shall however preclude City and Company from entering into subsequent written agreements pertaining to other economic development incentives. **In the event that all requirements and/or conditions precedent outlined in this Agreement are not met by Company for any year of the Improvement Period, or the required documentation is not submitted by Company for the year in time to allow payment by March 31 of the following year, then the City shall have no responsibility for all or any part of the economic incentive payment for that year, and Company or its affiliates shall have no interest in or entitlement to the economic incentive payment for that year. No cure periods shall be allowed for the purpose of qualification in any year. Furthermore, in the event the Company or Property Owner applies for and qualifies for any statutory tax exemption pursuant to Chapter 105 of the North Carolina General Statutes, whereby it is provided a reduced assessed tax value during the incentive term, the Company shall have no obligation for all or any part of the economic incentive payment.**

- G. Company shall furnish to the City by January 31st after the end of each of CY1 as required by Paragraph F. Company shall also pay prior to delinquency all ad valorem taxes imposed by the City on all Improvements made by the Company.
- H. Notwithstanding the provisions of Paragraph 10, in the event Company is unable to meet the requirements of Paragraph 5 as a result (i) of an event of force majeure, including but not limited to fires, explosions, acts of God, acts of public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions or boycotts; (ii) the inability to obtain the governmental permits or approvals (including zoning) necessary for undertaking or operating the Improvements after a good faith effort to obtain same has been made; (iii) shortages of materials or energy; (iv) changes in laws; or (v) other causes beyond the control of and arising without the fault or negligence of, Company; then, in such event, the Improvement Period shall be extended for a period equal to the delay caused by any of the foregoing events so long as Company shall (a) have furnished the City immediately upon the occurrence of such event a notice thereof, and (b) take all commercially reasonable steps necessary to relieve the effect of such event and to resume completion of the Improvements; provided that notwithstanding any extension permitted under this Section 8, the Improvement Period shall not extend beyond twelve (12) months from the date of this Agreement.

- I. It shall be an Event of Default if any one or more of the following events shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be affected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):
1. if Company, except in the event of force majeure, shall fail to fulfill the provisions of Paragraphs 5 of this Agreement; or
 2. if Company shall fail to observe and perform any other condition set forth in this Agreement and such failure shall continue for a period of sixty (60) or more days after the giving by the City of written notice of such failure to Company; or
 3. if any material representation, warranty or other statement of fact contained in this Agreement or in any writing, certificate, report or statement furnished by Company to the City in connection with the transaction described in this Agreement, shall be false or misleading in any material respect when given; or
 4. if Company shall be unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or of the whole or any substantial part of its property; files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state; or
 5. If a Court of competent jurisdiction shall enter an order, judgment, or decree pointing a custodian, receiver, trustee, liquidator, or conservator of Company or of the whole or any substantial part of its properties, or approve a petition filed against Company seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of Company or of the whole or any substantial part of its properties.
- J. Upon the occurrence of any material Event of Default described in Paragraph 9, City shall not be required to pay any further economic incentive payments under this Agreement. The foregoing sets forth the sole and exclusive remedies of the City upon the occurrence of an Event of Default.

II. Additional Provisions

- A. Both Company and the City acknowledge that any and all monies appropriated and expended by the City for economic development incentives as provided in this Agreement are for a bona fide public purpose and are expended in good faith reliance on North Carolina General Statute 158-7.1. In the event a Court of competent jurisdiction, after final appeal, rules in a lawsuit to which either Company or the City is a party, that the monies expended by the City pursuant to this Agreement for any reason must be repaid, Company will immediately make such repayment. Further, if any elected officials of the City are found by a Court of competent jurisdiction, after final appeal, to be personally liable for any of the monies so expended, and such liability is not covered by the City's public officials' liability insurance, then Company will indemnify such elected officials individually to the extent of the monies expended by the City pursuant to this Agreement, but exclusive of court costs and attorney fees. In the event one or more lawsuits are brought against the City or any City elected official challenging the legality of this Agreement, then the City shall exercise its best efforts to defend against any and all such lawsuits, including appealing any adverse judgment to the appropriate Court.
- B. All notices, certificates or other communications required or permitted to be given or served hereunder shall be deemed given or served in accordance with the provisions of this Agreement if the notice is (i) mailed in a sealed wrapper and is deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (ii) deposited with a national overnight courier service that retains receipts for its deliveries, or (iii) sent by facsimile transmission with evidence of successful transmission retained, properly addressed as follows:

If to City: The City of Statesville
 P.O. Box 1111
 Statesville, NC 28677
 Attn: City Manager

If to Company: DENSO Manufacturing North Carolina, Inc.
 470 Crawford Road
 Statesville, NC 28625
 Attn: John Brown, Vice President

With a copy to: Iredell County Economic Development Corporation
 500 S. Main Street, Suite 449
 Mooresville, NC 28115
 Attn: President & CEO

The City or Company may, by notice given to the other, designate any further or different addresses to which notices, certificates, requests or other communications shall be sent.

- C. This Agreement shall insure to the benefit of and is binding upon the City and Company and their respective successors and assigns.
- D. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.
- E. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- F. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully executed counterpart.
- G. This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina.
- H. The term of this Agreement shall commence on the date of execution and expire upon the earlier to occur of (i) payment of Maximum Incentive Amount totaling Four Hundred and Twenty-Six Thousand and Two Hundred and Twenty-Six Dollars (\$426,226.00) or (ii) the end of FY5.
- I. Both Company and the City acknowledge the City has an obligation to its Citizens to conduct public business in a public fashion, and to provide such information to its Citizens as will allow them to make informed judgments regarding its actions. Further, both the Company and the City acknowledges that Company has a legitimate interest in maintaining the confidentiality of its trade secrets. In order to balance these competing interests, it is agreed this Agreement is neither confidential nor a Company trade secret and may be released to the public. However, it is further agreed certain Exhibits to this Agreement, and/or other information provided by Company pursuant to this Agreement, may contain Company trade secrets. Accordingly, where any such Exhibit, or other information, is, at the time of its initial disclosure to the City, designated as "confidential" or as a "trade secret," and such Exhibit or information is a trade secret as defined in North Carolina General Statute 66-152(3), then such information will be maintained in confidence by the City, unless its release is consented to in writing by Company, or unless such information is finally adjudicated not to be a trade secret by a court of competent jurisdiction.
- J. Both Company and the City acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by Counsel for both Company and the City. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

Executed as of the date first set forth above.

THE CITY OF STATESVILLE, NC

By: _____

Constantine H. Kutteh, Mayor

(SEAL)

ATTEST: _____

Brenda Fugett, Clerk for the City of Statesville

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

Brian Roberts, Finance Officer

DENSO Manufacturing North Carolina, Inc.

By: Jon Callies

Title: President

NORTH CAROLINA
COUNTY OF IREDELL

I, _____, a Notary Public of said County and State, certify that _____, who is known to me, personally came before me this day and acknowledged that she is the Clerk of 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 Chairman, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and seal this _____ day of _____, 2022.

Notary Public

My Commission Expires: _____

(SEAL)

NORTH CAROLINA
COUNTY OF IREDELL

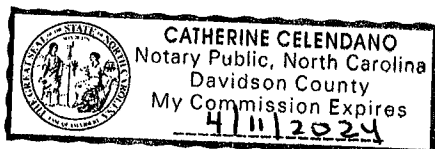
I, Catherine Celendano, a Notary Public in and for the County and State aforesaid, do certify that Jon Callies, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Company, in his capacity as President of DENSO Manufacturing North Carolina, Inc. , a North Carolina Corporation.

WITNESS my hand and seal this 13 day of September, 2022.

Catherine Celendano
Notary Public

My Commission Expires: 4/11/2024

(SEAL)



NORTH CAROLINA

IREDELL COUNTY

AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT

THIS AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT (“Amendment”) is made and entered into as of this 11th day of December, 2023, by and between **the City of Statesville**, a North Carolina Municipal Corporation (the “City”), and **DENSO Manufacturing North Carolina, Inc.** a North Carolina Corporation with a place of business in Iredell County, North Carolina and registered to do business in North Carolina and **DENSO International America, Inc.** a North Carolina Corporation with a place of business in Iredell County, North Carolina and registered to do business in North Carolina (DENSO North Carolina and DENSO International are together referred to herein as the “Company”)

WITNESSETH:

WHEREAS, the City is desirous of fostering joint economic development within its boundaries; and

WHEREAS, North Carolina General Statute (“N.C.G.S.”) 158-7.1 authorizes the City to make appropriations for the purpose of aiding and encouraging the location and expansion of manufacturing enterprises and industrial and commercial plants in or near its boundaries; and

WHEREAS, Company is currently located at 470 Crawford Road in Statesville, North Carolina (“Property”) and expanded its business through the addition of machinery & equipment to the facility on the Property. (“Investment”) The Company will create up to one hundred and thirty-seven(137) new full-time jobs, and retain four hundred and twenty-four (424) existing jobs. Company anticipates the total cost of the Improvements during the Improvement Period to have an Assessed Value of Thirty-Eight Million Dollars (\$38,000,000.00) (“Investment”); and

WHEREAS, the Parties executed an Economic Incentive pursuant to N.C.G.S. 158-7.1 for the Company’s Investment after a duly noticed public hearing (the “Agreement”); and

WHEREAS, the City of Statesville and the Company have agreed to further amend such Agreement only as it relates to the number of jobs that the company shall be required to create and retain, and the average yearly salary of those employees. All other terms of the Agreement shall remain in full force and effect; and

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and this Amendment, and of other consideration, the receipt and sufficiency of which is now acknowledged by the parties, the City and the Company do hereby agree as follows:

1. Paragraph I.C.1 shall be replaced and amended to read as follows:

Company shall deliver to the City a certificate certifying that it has commenced the construction, acquisition and/or installation of the Improvements. Company shall deliver to the City a certificate certifying that said Improvements will result, or have resulted in the creation of at least one hundred and thirty-seven (137) new jobs and the retention of four hundred and twenty-four (424) current jobs; that such total jobs will pay an average wage of forty-three thousand dollars per year (\$43,000); and that Company is not closing, and does not intend to close as a result of completing the Improvements, any other Company facilities in the City. Such certificate shall be in the form or substantially in the form of the certificate attached to this Agreement as Exhibit A; and

2. Throughout the Agreement the Company is required to create at least one hundred and thirty-seven (137) new jobs, and retain five hundred and thirty (530) current jobs. This requirement is amended throughout the Agreement to require the Company to qualify for the Investment by creating at least one hundred and thirty seven (137) new jobs, and retaining at least four hundred and twenty-four (424) current jobs, and is specifically amended in the following provisions of the Agreement as follows:

- A. I.A. shall be replaced and amended to read:

This Agreement shall apply only with respect to Improvements undertaken by the Company between and (the "Improvement Period"). No Incentive will be paid until the City has certified that Company has increased the tax base of the City by a minimum of One Million Dollars (\$1,000,000) and up to Thirty-Eight Million Dollars (\$38,000,000.00), maintained a minimum of one hundred and thirty seven (137) new jobs with retention of 424 current jobs.

- B. The first paragraph of paragraph I.F.2 shall be replaced and amended to read:

For each year in which the Company is eligible for an economic development incentive under this Agreement, it will submit to City a certification (a "Certificate") in substantially the form attached as Exhibit A containing all the Improvements made during the calendar year and the number of jobs the Improvements have created. Upon certification from Company to City that the total investment amount for all years within the Improvement Period equals or exceeds the Threshold Amount and has created the Threshold Minimum New Jobs, City will pay an economic incentive for 50% of the Tangible Personal Property Improvements. Payment of the incentives will be made to the Company by the City in the fiscal year subsequent to the first day of the calendar year in which the Threshold Amount was met and with a minimum of one hundred and thirty-seven (137) new jobs and the retention of four hundred and twenty-four (424) current jobs as evidenced by the Company's latest NCUI 101 (i.e. if the Threshold Amount is met during the calendar year 2022, then the value of the Improvements will be reported to the City on January 1, 2023, and the incentive will be paid in the fiscal year 2023-2024). The incentive provided herein will be paid until Company has received the incentive pursuant to this Agreement for five (5) consecutive years or until the Company has received the Maximum Incentive Amount of Four Hundred and Twenty-Six Thousand and Two Hundred and Twenty-Six Dollars (\$426,226.00) whichever occurs first. In no event shall the City be required to pay more than the Maximum Incentive Amount for a total of Four Hundred and Twenty-Six Thousand and Two Hundred and Twenty-Six Dollars (\$426,226.00) over a five (5) year

period. Payment of the incentives provided for herein will be made within thirty (30) days following payment by Company of all its ad valorem taxes for the year.

3. Any provision of the Agreement not specifically replaced and amended herein by this Amendment shall remain in full force and effect.

Executed as of the date first set forth above.

THE CITY OF STATESVILLE, NC



(SEAL)

By: Constantine H. Kutteh

Constantine H. Kutteh, Mayor

ATTEST: Brenda Fugett

Brenda Fugett, Clerk for the City of Statesville

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

Tim Carr

Tim Carr, Finance Officer

DENSO Manufacturing North Carolina, Inc.

By: Tomohiro Oguro

Tomohiro Oguro

Title: Executive Vice President (Treasurer, Secretary)



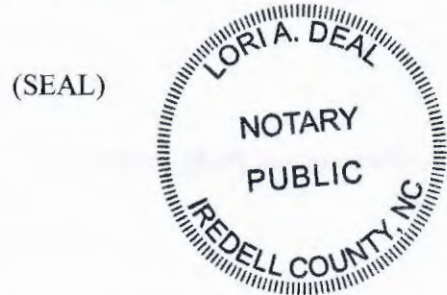
NORTH CAROLINA
COUNTY OF IREDELL

I, Lori A. Deal, a Notary Public of said County and State, certify that Brenda Fugget Fugett who is known to me, personally came before me this day and acknowledged that she is the Clerk of 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 Chairman, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and seal this 18th day of January, ~~2023~~ 2024 LD

Lori A. Deal
Notary Public

My Commission Expires: November 20, 2026



NORTH CAROLINA
COUNTY OF IREDELL

I, Catherine Celendano, a Notary Public in and for the County and State aforesaid, do certify that Tomohiro Oguro, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Company, in his capacity as Executive Vice President of DENSO Manufacturing North Carolina, Inc., a North Carolina Corporation.

WITNESS my hand and seal this 11 day of December, 2023.

Catherine Celendano



CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Gina Lawrence, Chief Financial Officer
DATE: 5/15/2026 11:16 AM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving Budget Amendment #2026-28 to transfer excess funds identified in the Project Fund 321 to Project Fund 327 to support a portion of the capital costs included in the FY26 Adopted Budget for a new fire apparatus and equipment.

1. Summary of Information:

Excess funds identified within Fund 321 will be transferred to Fund 327 to support a portion of the capital expenditures for the new fire engine authorized in the FY26 Adopted Budget. This transfer will cover the first installment payment, estimated at \$592,000 for the chassis, is anticipated in October 2026, with this phase of the build expected to be completed in June/July 2027. The total cost for the fire engine and equipment is projected at approximately \$1.5 million. The final payment is due approximately 36–40 months from the date the contract was executed.

2. Previous Council or Relevant Actions:

FY26 Adopted Budget- CIP in June 2025.

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: We value City Staff.

This investment directly supports the City's strategic priority of strengthening public safety. Maintaining a routine replacement schedule enhances emergency response capacity, upholds modern service delivery standards, and ensures that fire personnel have the facilities and resources necessary to meet growing community needs. By reinvesting available capital funds into critical public safety infrastructure, the City reinforces its commitment to protecting residents, improving response times, and sustaining a resilient, well-equipped fire service.

4. Budget/Funding Implications:

Execution of the purchase contract establishes the City's formal financial commitment and triggers the associated funding requirements. Upon execution, the obligated amount must be fully appropriated and available to support the contract terms, including any scheduled installment payments. This commitment may also impact fund balance, cash flow planning, and the timing of future capital

allocations, as the City is required to ensure sufficient funding throughout the duration of the contract.

5. Consequences for Not Acting:

Failure to move forward at this stage would delay critical public safety improvements and extend the lifecycle of aging infrastructure beyond recommended standards. Inaction may also increase long-term project costs due to inflation, construction escalation, and potential equipment failures. Additionally, postponing the project could hinder the City's ability to meet service delivery expectations, impact emergency response capacity, and create misalignment with the strategic goals adopted by City Council. Ultimately, not acting now would elevate operational risk and reduce the City's ability to provide reliable, high-quality public safety services to the community.

6. Department Recommendation:

Approve as recommended

7. Manager Comments:

Recommend approving this budget amendment.

8. Next Steps:

Upon approval, funds will be encumbered to cover the first installment payment.

9. Attachments:

1. FY26 Detailed Schedule of Capital
2. BA Form Transfer to Cover Costs Associated with New Fire Engine

BUDGET SUMMARY

DETAILED SCHEDULE OF CAPITAL

Fund/Department	Description	Adopted Budget FY26
GENERAL FUND		
Engineering	Bluestar NC350 Traffic Counter	6,200
	Subtotal	\$ 6,200
Fire	Thermal Imaging Camera	13,000
	Specialty Rescue Equipment	25,000
	Hazmat Monitors & Equipment	25,000
	EDraulic Rescue Tools	45,000
	SCBA	35,000
	Equipment for New E3	75,000
	FMO Support Trailer	18,000
	Fire Engine Replacement	1,500,000
	Staff Vehicles	60,000
	Fire Station 3 Renovation	100,000
	Subtotal	\$ 1,896,000
Garage	50 Ton shop press	6,000
	Metal Band Saw	6,000
	Hydraulic test equipment	5,100
	Subtotal	\$ 17,100
Information Technology	Infrastructure/Network Equipment Refresh	75,000
	Virtual Host Server Hardware and Software	85,000
	Telecom Overhaul	70,000
	Subtotal	\$ 230,000
Planning	Greenway Connector under US 21	389,200
	Bethlehem Road Construction Overage	335,800
	Subtotal	\$ 725,000
Police	Dispatch Consoles	200,000
	Parking LPR	58,157
	Automatic Gate	8,229
	Cameras for Interview Rooms	95,000
	Aspire Treadmill SL Model (\$6500 per)	13,000
	Life Fitness Powermill	8,500
	Life Fitness 7 Degree Smith Machine	6,000
	Hammer Strength Linear Leg Press	6,500
	Life Fitness Cable Motion Dual Adjustable Pulley 4:1	7,500
	Captains Vehicle	78,985
	Parking Enforcement Vehicle	72,251
	Subtotal	\$ 554,122

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Gina Lawrence, Chief Financial Officer
DATE: 5/20/2026 10:07 AM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving Budget Amendment #2026-29 to transfer and appropriate funds to support the Destination Manager position at SCVB for FY26.

1. Summary of Information:

At the FY26 Budget Workshop, Council agreed to provide funding to support the Destination Manager position with the SCVB to market and promote the City of Statesville as a premier travel destination both locally and regionally. This funding was inadvertently omitted from the FY26 budget, and the City would like to honor its verbal commitment.

2. Previous Council or Relevant Actions:

N/A

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: N/A

Strategic Plan Values: We value Engagement.

This action aligns with the City's strategic plan commitment to We Value Engagement by strengthening collaboration with community partners and ensuring transparent, responsive communication. By honoring the funding commitment and supporting the Destination Manager role, the City reinforces its dedication to engaging residents, stakeholders, and regional partners in promoting Statesville as a vibrant and connected community.

4. Budget/Funding Implications:

N/A

5. Consequences for Not Acting:

Failure to act could create a financial hardship for the SCVB, as they have already hired and onboarded a Destination Manager.

6. Department Recommendation:

Approve as recommended.

7. Manager Comments:

Approve as recommended.

8. Next Steps:

Once approval is received, Finance will proceed with processing the reimbursement request from the SVCB

9. Attachments:

1. BA Form Transfer Funds for SCVB #2026-29

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Pierce, DSDC Director
DATE: 5/15/2026 11:14 AM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Considering renewing the Service Contract with Downtown Statesville Development Corporation to manage the City of Statesville's Main Street program.

1. Summary of Information:

- Since 1982, the City of Statesville has been a designated Main Street Community through the North Carolina Department of Commerce. The following year, the City partnered with a non-profit to coordinate overall downtown improvements, provide promotional and economic development services to downtown, and sponsor events since 1983.
- In 1987, the City of Statesville authorized the creation of a Downtown Municipal Service District.
- At its most recent downtown MSD re-authorization in 2021, the City contracted with Downtown Statesville Development Corporation (DSDC) to manage the Main Street program.
- Per the current service contract with DSDC, the City dedicates 100% of MSD revenues toward two (02) full-time city staff who manage DSDC.
- At its May 2026 board of directors meeting, Downtown Statesville Development Corporation voted unanimously to request renewal of the service contract.

2. Previous Council or Relevant Actions:

- 2021—Most recent reauthorization of the Downtown MSD.
- 2025—Council approves current service contract with Downtown Statesville Development Corporation.

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

Strategic Plan Values: N/A

The transition to the quasi-governmental model embodied in this contract aims to ensure consistent, quality staffing for the City of Statesville's Main Street program.

The organization that partners with the City of Statesville to administer the Main Street program

assists in the planning and maintenance of downtown City infrastructure, helps with the preservation of our historic downtown, promotes our community as a commercial and business destination, and supports both existing and new businesses.

4. Budget/Funding Implications:

Failure to reauthorize the MSD removes approximately \$122,000 in revenue from the City in FY 2026-27 for use in downtown revitalization.

5. Consequences for Not Acting:

The current contract with Downtown Statesville Development Corporation expires on June 30, 2026.

6. Department Recommendation:

Renew the service contract with DSDC for five years (concurrent with the Downtown MSD renewal).

7. Manager Comments:

Recommend renewing the service contract with DSDC.

8. Next Steps:

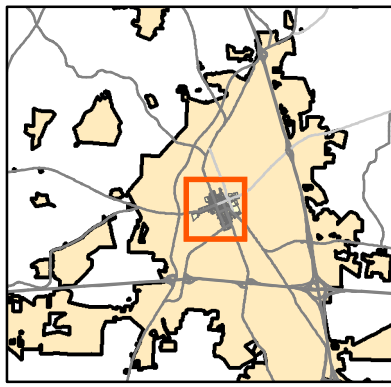
If approved by council, DSDC to countersign the service contract, which will take effect on July 1, 2026.

As the proposed contract is identical to the current contract, there will be no interruption of service.




9. Attachments:

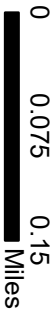
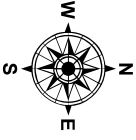
1. Downtown_MSD_02_26_25
2. 2026.06_DSDC_Service_Agreement

**Downtown
Municipal
Service
District**

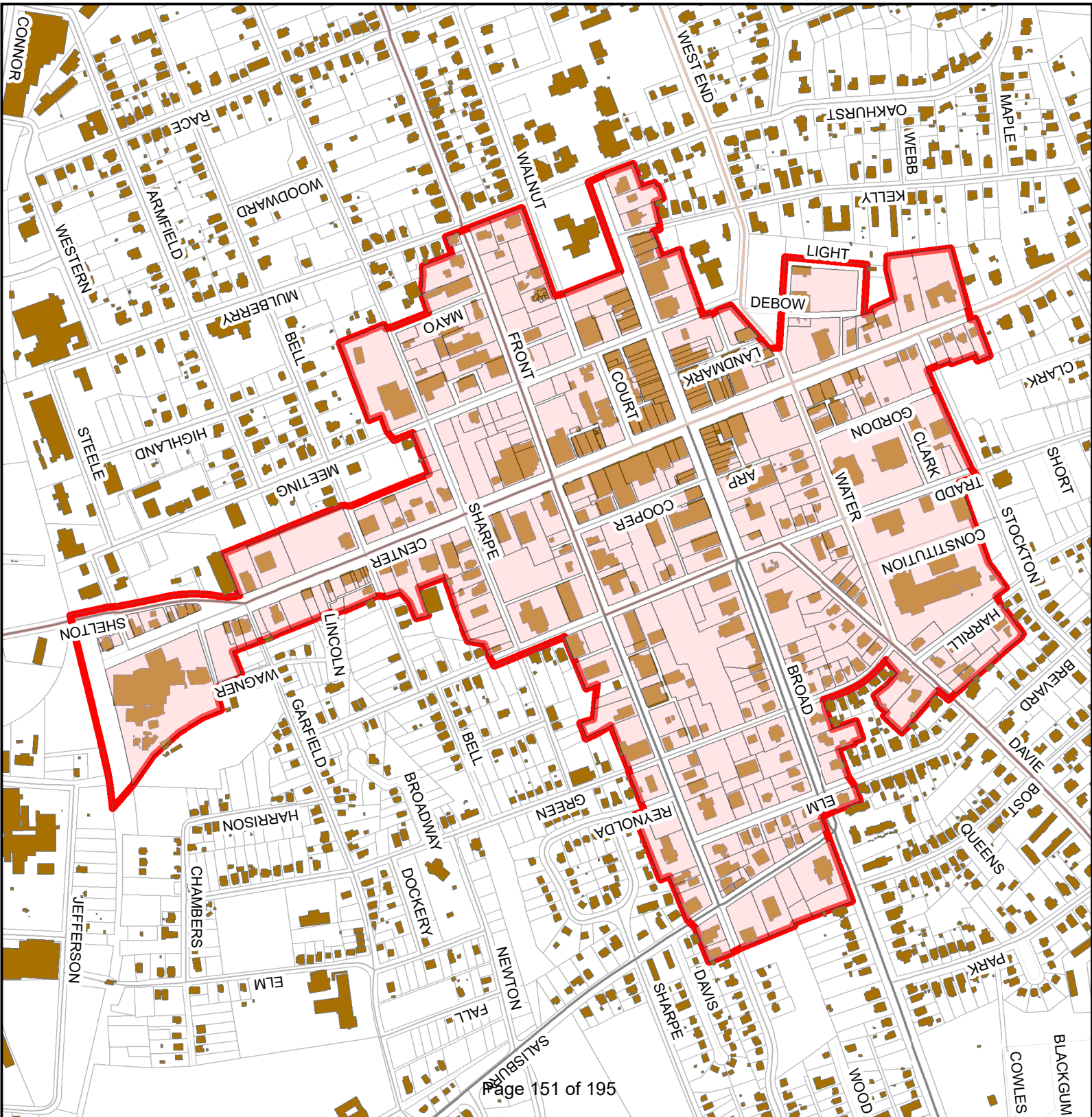


Legend

-  Building Footprints
-  Parcels
-  Downtown MSD



Date February 26, 2025
Source: City of Statesville GIS Department



**Iredell County)
AMENDED SERVICE CONTRACT
NORTH CAROLINA)**

THIS AGREEMENT by and entered into by and between the City of Statesville, (“City”), and the Downtown Statesville Development Corporation (“Corporation”) (collectively referred to as the “Parties”), serves to amend and replace in its entirety the 2021 Service Agreement between the Parties as follows:

WHEREAS, the General Statutes of the State of North Carolina, Chapter 160A-535 through 544 authorize the establishment of Municipal Service Districts for downtown revitalization projects;

WHEREAS, A “downtown revitalization project” has been defined in N.C.Gen.Stat. 160A-536, as “improvements, services, functions, promotions, and developmental activities intended to further the public health, safety, welfare, convenience, and economic well-being of the central city or downtown area.” This definition includes, but is not limited to:

- (1) Improvements to water mains, sanitary sewer mains, storm sewer mains, electric power distribution lines, gas mains, street lighting, streets and sidewalks, including rights-of-way, and easements;
- (2) Construction of pedestrian malls, bicycle paths, overhead pedestrian walkways, sidewalk canopies, and parking facilities both on-street and off-street;
- (3) Construction of public buildings, restrooms, docks, visitor centers, and tourism facilities;
- (4) Improvements to relieve traffic congestion in the central city and improve pedestrian and vehicular access to it;
- (5) Improvements to reduce the incidence of crime in the central city;
- (6) Providing city services or functions in addition to or to a greater extent than those provided or maintained for the entire city;
- (7) Sponsoring festivals and markets in the downtown area, promoting business investment in the downtown area, helping to coordinate public and private actions in the downtown area, and developing and issuing publications on the downtown area.

N.C.Gen.Stat. 160A-536(b).

WHEREAS, on July 8, 1982, the City was selected as one of five communities to participate in the National Main Street Program;

WHEREAS, on June 20, 1983, the Downtown Statesville Development Corporation, Corporation, was established as a 501(c)(3) non-profit corporation with the North Carolina Secretary of State that is charged with administering the Main Street program;

WHEREAS, on May 18, 1987, the Statesville City Council approved an Ordinance to Establish a Downtown Municipal Service District, Ordinance Number 37-87 to provide for the physical improvement of parking facilities and promotional activities for the downtown area;

WHEREAS, in July of 1987, the City entered into a Services Agreement between the City of Statesville and the Corporation to provide City funding to Corporation for promoting, encouraging, and assisting in the revitalization and economic health and stability of the municipal services district, which expired June 30, 1988;

WHEREAS, since 1987, the City has consistently approved Resolutions to re-establish a Downtown Municipal Service District to assist in the funding of physical improvements and services that assist in the revitalization and economic health and stability of the municipal services district;

WHEREAS, since 1987, the City has entered into subsequent Service Agreements with the Corporation to provide compensation to the Corporation in exchange for services related to the revitalization and economic health and stability of the municipal services district;

WHEREAS, on June 7, 2021, the Statesville City Council approved an Ordinance to Re-establish a Downtown Municipal Service District, Ordinance Number 28-21, to be in effect until June 30, 2026 for the purpose of continuation of public services related to the economic vitality of the downtown; and

WHEREAS, on March 17, 2025, the City entered into a Service Agreement with Corporation to partner with the City to carry out any downtown revitalization activities that would maintain, enhance, and promote the downtown of Statesville as the primary center for economic growth opportunities, social experiences and cultural arts, which expires on June 30, 2026; and

WHEREAS, the Parties wish to amend the Service Agreement to provide for additional City support to the Corporation; and

NOW, THEREFORE, and in the consideration of the mutual promises and conditions set forth below, the Parties agree to repeal the prior Service Agreement and replace it with the following Service Agreement, as follows:

1. Definitions. The following definitions shall apply to the terms of this Agreement:

- a. Downtown Municipal Service District. Shall be the tax district outlined by the Statesville City Council in the Establishment of the Statesville Municipal Service District, as it is depicted in Exhibit A attached to this Agreement.
- b. Stakeholders of the Downtown Community. The Stakeholders of the Downtown Community shall be individuals who own, operate, or manage real property or a business, or work, within the Downtown Municipal Service District. Stakeholders of the Downtown Community shall also include those individuals who live within the Downtown Municipal Service District.
- c. Downtown Revitalization Project. This shall have the same meaning and effect as is outlined in N.C.Gen.Stat. 160A-536(b), and shall refer to projects within the Downtown Municipal Service District.
- d. Organization Committee. The Organization Committee oversees the business affairs of the nonprofit, including participating in the hiring of the Corporation Staff that are hired through Corporation Funds , development of the budget, review of monthly financial reports, overseeing adherence to and when needed modification of the nonprofit's bylaws, and maintaining a Board of Directors as defined in the bylaws.
 - i. Plan of Work. The Plan of Work (PoW) will be the primary tool for guiding the work of the executive director and other Main Street related staff. The Plan of Work shall be developed as follows: The Corporation shall conduct an annual workshop in October to develop key components of the PoW for the next fiscal year to allow budgets to be developed for actions requiring funding. Workshop attendees will include City of Statesville elected officials, Corporation Directors and *ex officio* members of the Board, Corporation committee members (including City staff members), and Corporation staff. The City shall issue notice for this meeting as a called meeting in accordance with statutory obligations. The key components of the PoW shall consist of projects that promote the economic vitality, design, promotion, and organization of the entire Downtown Municipal Service District
 - ii. The PoW must be approved through a majority vote of the Corporation's board. Approval of the PoW is not a guarantee of appropriation and/or distribution of any City Funds towards approved components of the PoW.
 - iii. In June each standing committee (Organization, Promotion, Design, and Economic Vitality) will use the actions identified in the October workshop

to build out supporting tasks for the updated PoW to guide the committees in the new fiscal year beginning July 1.

- iv. The PoW is updated each month based on progress made within the committee structure.
 - e. Main Street Program. A coordinating program charged by the NC Department of Commerce to facilitate downtown economic development, using the Main Street America Four Point Approach in designated communities throughout North Carolina.
 - f. Capital Improvement Plan. A plan for funding and carrying out Downtown Revitalization Projects or other physical improvements to the Downtown Municipal Service District.
 - g. City Appropriated Funds. Any monetary funds appropriated and distributed by the City to the Corporation for the purposes set forth in the Plan of Work.
 - h. Corporation Funds. Any monetary funds raised by the Corporation and expended in accordance with pertinent law and the Corporation's own by-laws.
2. Term of Agreement. This Agreement shall take effect on July 1, 2026 and end on June 30, 2031.
3. Duties of the Corporation. The Corporation agrees to the following:
- a. Bring the resources of the City and the Downtown Community together within the Downtown Municipal Service District, as economic development partners, to maintain, enhance, and promote Downtown Statesville as the primary center for economic growth opportunities, social experiences, and cultural arts through Downtown Revitalization Projects.
 - b. Partner with the City to carry out any Downtown Revitalization Projects.
 - c. Maintain a viable legal entity incorporated in and subject to the laws of North Carolina, and electing to operate as a nonprofit corporation, pursuant to Internal Revenue Code, Sec. 501(c)(3) and composed of Stakeholders of the Downtown community.
 - d. Maintain a Board of Directors composed of not more than twenty members appointed by the Corporation including one voting member selected by City Council.
 - e. Maintain an Organization Committee.

- f. Conduct an annual financial audit of the Corporation through an auditing firm having no conflicts of interest, with results provided to the City. The audit may be conducted by the same auditing firm that provides an annual financial audit of the City. The audit shall include the name, location, purpose, source of funds, and amount paid to any person or persons with whom the private agency contracted to perform or complete any purpose for which the city moneys were used for the Downtown Municipal Services District. The Corporation shall also comply with any request by the City for additional financial audits as they are required.
- g. Provide an annual report of the Corporation's prior-fiscal year activities and plans for the upcoming fiscal year during the first quarter of each year of this Agreement. Included with the report will be documentation of the Corporation's efforts to engage and provide resources to all businesses and property owners throughout the entire Downtown Municipal Services District. The Corporation will ensure and demonstrate that all areas of the Downtown Municipal Services District have received direct and indirect communication about available opportunities and services, with targeted efforts in areas identified in the Plan of Work that have seen less private sector investment and less increase in property values.
- h. Utilize the Main Street® philosophy and Four Point Approach® of Organization, Design, Promotion, and Economic Vitality in its efforts to further Downtown Revitalization Projects in order to maintain and comply with all requirements of the North Carolina Main Street community.
- i. Appoint as the Director of the Corporation an employee of the City, who will be charged with the administration of the Main Street Program and Downtown Revitalization Projects within the Downtown Municipal Service District.
- j. Appoint as the Marketing and Communication Specialist as an employee of the City to work with the Corporation who will be charged with assisting in the administration of the Main Street Program and Downtown Revitalization Project within the Downtown Municipal Service District.
- k. Assist the City as needed in the hiring, retention, or disciplinary action of any City employee. Corporation shall specifically provide three representatives from the Corporation to participate in the interview of any City employee considered for the position of the Director of the Corporation.
- l. Work with the City to develop a Plan of Work through the procedures outlined above, including any amendments to the Plan of Work as needed.
- m. Work with the City to develop and adopt a Capital Improvement Plan each year no

later than January 1st of each calendar year.

- n. Corporation shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to its operations, including those of federal, state, and local agencies having jurisdiction and/or authority. This includes but is not limited to all North Carolina and federal laws relating to the operation of non-profit membership corporations, those laws which govern the conduct of the annual meetings of its membership and the selection of its directors and officers. In addition, and not by way of exclusion, in any and all its actions and activities, the Corporation shall comply with and hereby certifies its compliance with the Americans with Disabilities Act, as amended, and Title VII of the Civil Rights Act of 1964, as amended and should it hire employees of its own, the Fair Labor Standards Act, as amended, the Occupational and Health Safety Act, as amended, the North Carolina Employment Security Act, as amended, and the North Carolina Worker's Compensation Act, as amended, to the extent each such law applies to the Corporation or any of its activities.
 - o. To carry out the approved Plan of Work and expend any City-Appropriated Funds which have been distributed to the Corporation for that purpose.
 - p. The Corporation will operate and act in accordance with its duly adopted by-laws, including but not limited to the provisions which govern the conduct of the meetings of its membership, the notice and quorum requirements for meetings of its board of directors, and the selection of its directors and officers. The Corporation shall annually provide the City with its current by-laws and a roster of its current board of directors and officers, including their names, addresses, terms and class of membership and it shall seasonably notify and provide a copy to the City of any changes in its by-laws or in its board of directors or officers. The Corporation shall provide a mechanism or opportunity for the Stakeholders of the Downtown Community to be represented in the Corporation or have their voices heard as policies are formulated and recommended. Should the Corporation's corporate status be revoked by the North Carolina Secretary of State, or should the Corporation's non-profit status be revoked by the United States Internal Revenue Service or otherwise, the Corporation shall immediately notify the City, and the City Council may in its discretion declare this Agreement immediately terminated.
4. Duties of the City: The City agrees to:
- a. Employ and supervise the following individuals as City Employees:
 - i. Employ and supervise one full-time employee as the Director of the Corporation who will be charged with the administration of the Main Street Program and Downtown Revitalization Projects within the Downtown Municipal Services District. The compensation for this

employee will be paid by the income generated through the tax levied by the City for the Downtown Municipal Services District. If this tax is unable to cover this employee's salary, then the City shall be responsible for the payment of the additional amount.

- ii. Employ and supervise one full-time employee as the Marketing and Communications Specialist of the Corporation who will be charged with assisting the Director and the Corporation with the administration of the Main Street Program and Downtown Revitalization Projects within the Downtown Municipal Services District. The compensation for this employee will be paid by the income generated through the tax levied by the City for the Downtown Municipal Services District. If this tax is unable to cover this employee's salary, then the City shall be responsible for the payment of the additional amount.

- b. Allow three representatives from the Corporation to participate in the interview of any City employee considered for the position of the Director of the Corporation.
- c. Work with the Corporation to develop a Plan of Work through the procedures outlined above, including any amendments to the Plan of Work as needed.
- d. Provide staff representation on any committee that has been formed by the Corporation for the purpose of carrying out a Downtown Revitalization Project. City agrees to require any staff person taking part in the committee to participate in training as may be required, including any training offered through the North Carolina Main Street program.
- e. Appoint a council-selected representative to serve as a voting director on the board of the Corporation and on the Organization Committee. Except in the manner of their selection, the council-appointed director will be subject to the bylaws of the Corporation.
- f. Provide any public information that the City might have to the Corporation to aid in carrying out its charge.
- g. Work with the Corporation to develop a Capital Improvement Plan for the Corporation each year no later than January 1st of each calendar year.

5. Payment:

- A. The City shall retain one hundred percent (100%) of the Downtown Municipal Service District tax to fund the salaries and benefits associated with the hiring of two employees. If this tax is insufficient to cover the entire cost associated with the

benefits and salary of the two employees, then the City shall be solely responsible for the remainder owed. DSDC shall not receive any of the Downtown Municipal Service District tax.

- B. The City shall pay to the Corporation each fiscal year such additional funds as they are appropriated by the City Council. This appropriation shall reflect those funds the City Council believes to be reasonably necessary for the fulfillment of the Plan of Work. The appropriation of any City funds is within the sole discretion of the City Council and shall be determined each fiscal year with the passing of the annual budget. The City shall consider making an appropriation that is equal to or greater than the gross revenue that the Corporation raised during the prior fiscal year, but shall not be required or bound to do so.
 - C. Any receipt of a federal or state grant towards a Downtown Revitalization Project that is appropriated to the Corporation by the City shall require the Parties to agree in a separate writing to any terms of the grant which could be required of the Parties by any federal or state law, regulation, or grant term that are not included herein.
6. Availability of Funds and Government Function. Payment of any monies outlined above beyond the current fiscal year, and any continuation or renewal of this Agreement, is dependent upon and subject to City's availability of funds for the purpose set forth in this Agreement. Nothing contained in this contract shall be deemed or constructed so as to in any way estop. limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
7. Role of City Employees. The Parties agree that the appointed Director shall have the authority to act and bind the Corporation in the same like manner as any previously appointed Director of the Corporation, and as the Corporation's Articles of Incorporation and Bylaws allow. All City Employees will be given access to any online software systems, databases, or files belonging to the Corporation as needed. The City shall provide offices for the two (2) designated employees who will work within the Corporation. The City employees shall be subject to the City's Personnel Policy and work under the supervision of the City Manager or his designee. The Director shall work primarily on implementing the PoW.
8. Public Records. All Parties acknowledge that the City is a municipal corporation that is subject to public records laws pursuant to the North Carolina General Statutes. The Corporation agrees to comply with all public records requests in accordance with these statutes and as the City requires.
9. Hold Harmless Agreement:
- a. The Corporation shall indemnify and reimburse the City for any misuse by it of funds

which results in the assertion of liability against the City. The Corporation hereby releases, acquits and forever discharges the City, its agents, officers and employees, from any claims, demands, costs, loss of services, expenses, compensation, liabilities and obligations, suits at law or equity, including claims or suits for contribution and/or indemnity of whatever nature and all consequential damages resulting from or on account of its use of any non-City appropriated funds, and it hereby agrees to indemnify and defend the City from any claims brought as a result of its use or misuse of said funds.

10. Insurance. Corporation shall maintain insurance from a financially sound and reputable insurance company covering the operations of the Corporation contemplated by this Agreement in at least such amounts and against at least such risks as are usually insured against in the same general area by companies engaged in the same or a similar business as the Corporation. Insurance shall be sufficient to adequately compensate any person for injury to a person or property caused by the operation of the Corporation's programs and/or services paid in whole or part with Corporation Funds. The Corporation agrees that should the City determine, in its sole discretion, that the Corporation does not maintain adequate liability insurance to satisfactorily protect itself and its participants pursuant to this paragraph, the Corporation will promptly increase its coverage to the level determined necessary by the City. The City shall not be unreasonable in any request for additional insurance, and will consider appropriating additional funds to insurance as they are needed.
11. Relationship of Parties. Each party shall be considered an independent contractor in relation to the other, and neither shall be construed to be an agent or representative of the other party except as agreed upon by both parties and approved by the City Council of Statesville. Therefore, neither party shall have any liability to a third party for the acts or omissions of the other party. In addition, neither party nor any of its employees, agents, or contractors shall be deemed to be employees, agents, or contractors shall be deemed to be employees or agents of the other party. Neither party nor any of that party's employees, agents, or contractors shall be entitled to compensation for services, worker's compensation or employee benefits from the other party by virtue of this Agreement or actions taken in furtherance of the Agreement.
12. Amendments: This Agreement may be amended, in writing, by mutual agreement of the City and the Corporation.
13. Termination: Either Party may terminate the Agreement upon ninety (90) days written notice. Upon notice to terminate, the Parties agree as follows:
 - a. Corporation will conduct an audit to be completed before the termination date, and any City monies unspent and/or uncommitted shall be returned to the City within five (5) business days of the audit's completion.

- b. Any City employees dedicated to the work and mission of the Corporation may be removed from work with the Corporation and issued new work assignments, including but not limited to transfers into other roles or termination.
 - c. On receipt of the notice to terminate or issuance of the notice to terminate, the City shall have no further obligations herein to make payment to the Corporation of monies previously appropriated. Any new appropriation would require the Parties to enter into a new written contract for services.
14. Dispute Resolution. The Parties agree that in the event of a dispute they shall first attempt to resolve any differences through mediation.
15. Entirety; Severability; No Waiver; Survival. This Agreement and any documents incorporated specifically by reference constitutes the entire agreement of the parties on the specific subject matter hereof and supersedes all prior representations, understandings and agreements between the parties with respect to such subject matter. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The provisions in this Agreement that by their sense and context are intended to survive the completion of performance and termination of this Agreement shall so survive the completion of performance and termination of this Agreement.
16. Governing Laws / Venues. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. In the event the parties are unable to resolve any dispute relating to this Agreement, the exclusive venue for any judicial action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in the State of North Carolina, Iredell County.
17. Non-Discrimination: In matters of employment, provision of services and contracting, the Corporation agrees to act without regard to race, color, sex, religion, age, national origin, sexual orientation, gender identity, gender expression, or handicapped status.
18. Assignment. The Corporation shall not assign any of its rights or duties that arise out of this Agreement.
19. Notice: The Parties agree to issue any notice required herein upon the other in writing by either personal delivery, facsimile, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

7. City of Statesville
Attn: City Manager, Ron Smith
PO Box 1111

Statesville, NC 28687

8. Corporation
Attn: Board of Directors
PO Box 205
Statesville, NC 28687

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

DOWNTOWN STATESVILLE DEVELOPMENT CORPORATION

SIGNATURE TITLE

NORTH CAROLINA
COUNTY OF IREDELL

I, _____, a Notary Public in and for the County and State aforesaid, 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 Downtown Statesville Development Corporation registered in North Carolina.

WITNESS my hand and seal this _____ day of _____, 2026.

Notary Public _____

My Commission Expires: _____

(SEAL)

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Gina Lawrence, Chief Financial Officer
DATE: 4/24/2026 11:41 AM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Receive the City's audited Annual Financial Report for the fiscal year that ended on June 30, 2025.

1. Summary of Information:

As required by GS § 159 34, an independent audit of the City's financial records for the fiscal year ended June 30, 2025 was performed by the certified public accounting firm Martin Starnes & Associates, CPAs, P.A.

The City's Annual Comprehensive Financial Report for this period will be presented at the meeting by the Auditor.

2. Previous Council or Relevant Actions:

None

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

The annual financial audit provides an independent assessment of the City's financial statements and internal controls. It ensures that financial information is presented accurately and in accordance with applicable standards established by the Governmental Accounting Standards Board, while also confirming compliance with state laws, regulations, and grant requirements. Overall, the audit promotes sound financial management and reinforces public confidence in the City's fiscal operations.

4. Budget/Funding Implications:

N/A

5. Consequences for Not Acting:

Failure to comply with annual financial audit requirements may result in significant financial and operational impacts to the City. These may include delays or loss of eligibility for state and federal grant funding, as many funding agencies require timely audited financial statements. Non-compliance may also negatively affect the City's credit rating and increase borrowing costs, limiting the ability to finance capital projects.

6. Department Recommendation:

The department recommends that Council accept the City's audited Comprehensive Annual Financial Report for the fiscal year ended June 30, 2025.

7. Manager Comments:

I concur with the department recommendation. Representatives from Martin Starnes will be presenting this report at the meeting.

8. Next Steps:

If approved, Finance will distribute complete Comprehensive Annual Financial Report which contains the Audit Report.

9. Attachments:

None.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Gina Lawrence, Chief Financial Officer
DATE: 5/15/2026 11:26 AM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing and consider adopting the Fiscal Year 2027 Budget Ordinance and Fee Schedule.

1. Summary of Information:

As required by NC General Statutes, the Council must hold a public hearing before adopting the annual budget. This public hearing was advertised 10 days prior by the City Clerk.

2. Previous Council or Relevant Actions:

City Council received the Recommended Budget on May 11, 2026 and held a workshop meeting on May 14, 2026.

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

The Budget strives to meet the City's Strategic Plan. This public hearing is legally required by state statutes. We must adopt a budget by June 30, 2026.

4. Budget/Funding Implications:

The annual budget sets forth the expected revenues and expenditures for the City's operating funds.

5. Consequences for Not Acting:

Violations of State statutes or begin the path to the interim budget.

6. Department Recommendation:

Approve the Budget Ordinance and Fee Schedule as recommended.

7. Manager Comments:

Recommend approving the FY2027 budget. However, if there are significant public comments during, or before, this meeting the Council may decide to move the adoption to June 15th.

8. Next Steps:

Post the adopted budget on the City's website.

9. Attachments:
None.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Pierce, DSDC Director
DATE: 5/15/2026 11:35 AM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing to re-establish the Downtown Municipal Service District for another five years (July 1, 2026 - June 30, 2031) and approve a second reading for June 15, 2026.

1. Summary of Information:

A Downtown Municipal Service District was originally established on July 1, 1987 and has facilitated the creation of numerous new jobs, new businesses, building expansions and renovations through private investment. Re-establishment of the Downtown MSD occurs on five-year cycle, with the last renewal occurring in 2021.

Per the current service agreement with Downtown Statesville Development Corporation, our Main Street program coordinator, the City retains 100% of revenues received from the Downtown MSD.

2. Previous Council or Relevant Actions:

Council has maintained the Downtown MSD since its establishment in 1987, re-establishing most recently in 2021.

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

Since its inception, Downtown MSD funds have supported the City of Statesville's Main Street program, which drives economic development in the context of downtown historic preservation. Main Street program staff serve as stewards of existing downtown investments (like the streetscape), help coordinate long-term vision and investments.

Main Street program staff also promote downtown as the City's largest shared recreational and cultural resource.

4. Budget/Funding Implications:

Revenues from the Downtown MSD are currently transferred to the General Fund to pay for Main Street program staff (Recreation & Economic Vitality).

5. Consequences for Not Acting:

A key funding mechanism for economic development in our community will cease to exist at an approximate loss to the General Fund of \$122,000.

6. Department Recommendation:

Hold the public hearing for the re-establishment of the Downtown MSD and approve first reading.

7. Manager Comments:

Concur with the department recommendation.

8. Next Steps:

Conduct public hearing and vote on attached ordinance.

9. Attachments:

1. 00_Ordinance_2026.05.18_Downtown_MSD_Renewal
2. 2026_MSD_Map

ORDINANCE NO. _____

AN ORDINANCE TO RE-ESTABLISH A DOWNTOWN MUNICIPAL SERVICE DISTRICT
WHEREAS, the General Statutes of the State of North Carolina, Chapter 160A-535 through 544 authorize the establishment of Municipal Service Districts; and

WHEREAS, a Downtown Municipal Service District was originally established on July 1, 1987 and has facilitated the creation of numerous new jobs, new businesses, building expansions and renovations through private investment; and

WHEREAS, the Mayor and City Council recognize that a healthy downtown is critical not only for business and industrial recruitment for the entire City but also for the general well-being of its citizens and the quality of life of Statesville; and

WHEREAS, the City Council realizes the benefits that originate from a solid tax base provided by a healthy downtown business environment, not only from the taxes and other revenues generated, but also the other services used by the citizens; and

WHEREAS, the City of Statesville has previously funded major public improvements and acquisitions in the downtown including the Streetscape Project, renovations of City Hall, Wayfinding signs, the Statesville Civic Center, and acquisition of the Vance Hotel; and

WHEREAS, a public hearing was held on May 17, 2021 and a determination was made that a continuation of services specifically related to the economic vitality of the downtown was necessary.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Statesville reaffirms the need for a Downtown Municipal Service District and will consider a tax levy during the 2021 budget meetings for all real and personal property on all property within the service district and exempting any and all owner occupied residential property in the service district, such district being defined by the official map to be housed in the office of the City Clerk and duly recorded in the Resolution Book.

NOW, THEREFORE, BE IT FURTHER ORDAINED that the duration of this Municipal Service District shall commence on July 1, 2026 and continue in existence until June 30, 2031.

This ordinance was introduced for first reading by Councilmember _____, seconded by Councilmember _____, and unanimously carried on the 1st day of June, 2026.

Ayes:
Nayes:

The second and final reading of this ordinance was heard on the 15th day of June, 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 day of June 15, 2026.

CITY OF STATESVILLE

J. Douglas Hendrix, Mayor

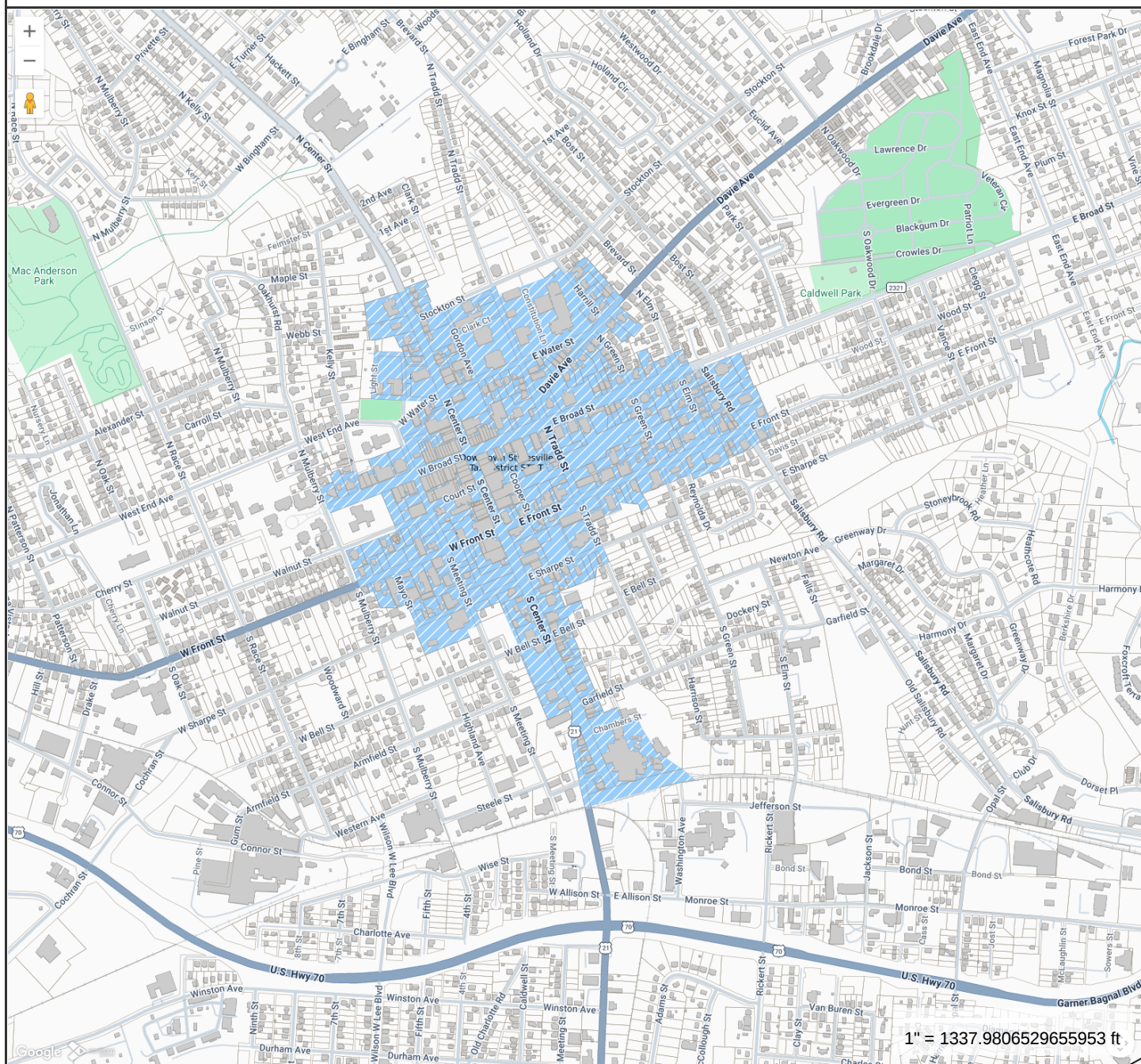
Attest:

Emily Kurfees, City Clerk

APPROVED AS TO FORM:

Leah Gaines Messick, City Attorney

Statesville Downtown MSD Boundaries (Blue)



Map Theme Legends



**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 04/14/2026
Data updated 04/14/2026

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

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Joseph Campbell, Planner II
DATE: 5/15/2026 11:18 AM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing and consider passing the first reading of an ordinance to annex AX26-04: 1006 Wall Street, filed by Mr. Garrison Davis of TruNorth Homes LLC, for approximately 0.62 acres located along Wall Street.

1. Summary of Information:

Summary of Information: The property is approximately 0.62 acres located along Wall Street. The applicant is requesting voluntary annexation for public utility access.

- **Ward:** If annexed into the City, this property should be designated as Ward 6.
- **Engineering:** Wall Street are maintained by NCDOT.
- **Stormwater:** No concerns currently.
- **Planning:** The site is currently located within the City's extraterritorial zoning jurisdiction (ETJ) and would be a contiguous annexation.
- **Fire:** The site is within a 4-minute response from Station 3, and there are no concerns of servicing this site.
- **Police:** No concerns at this time, additional staffing will be requested as population rises.
- **Water/Sewer:** 12" water line along Wall Street, closest 8" sewer line (500ft +/-) to west, or (450ft +/-) to north.
- **Electricity:** The site is in Statesville's Public Power exclusive territory and can be served.

2. Previous Council or Relevant Actions:

N/A

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: 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 \$36,930 and the estimated value at full buildout is expected to be \$260,000.

5. Consequences for Not Acting:

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

6. Department Recommendation:

The site meets the statutory requirements for contiguous annexation.

7. Manager Comments:

Recommend moving forward with this annexation.

8. Next Steps:

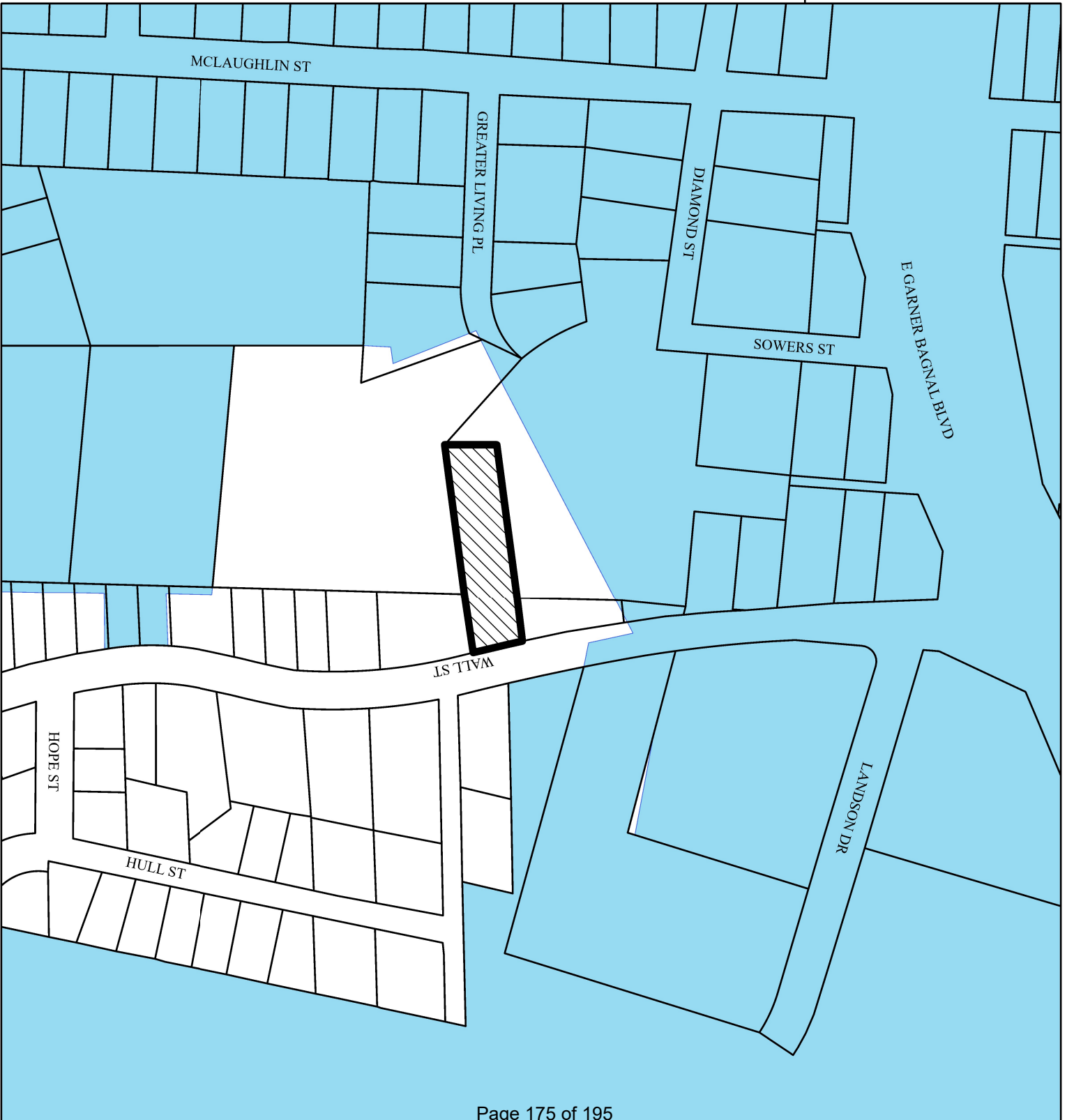
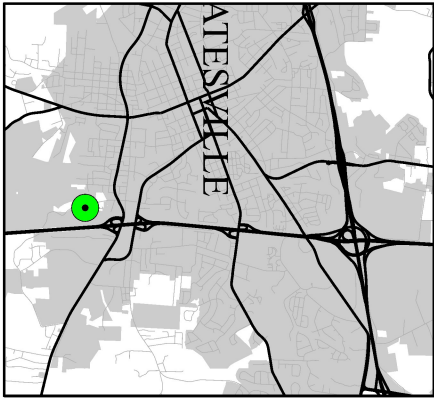
If approved, the second reading will be June 15th, 2026.

9. Attachments:

1. Maps
2. Ordinance

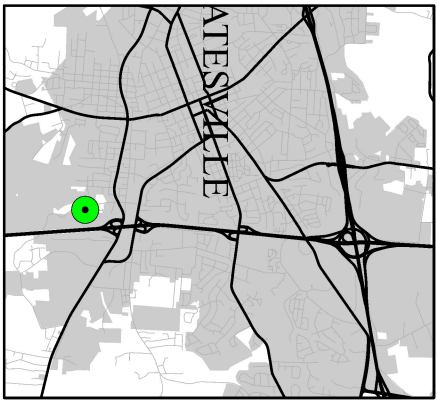
City of Statesville
Planning Department

AX26-04
1006 Wall Street
4744-50-7267



City of Statesville
Planning Department

AX26-04
1006 Wall Street
4744-50-7267

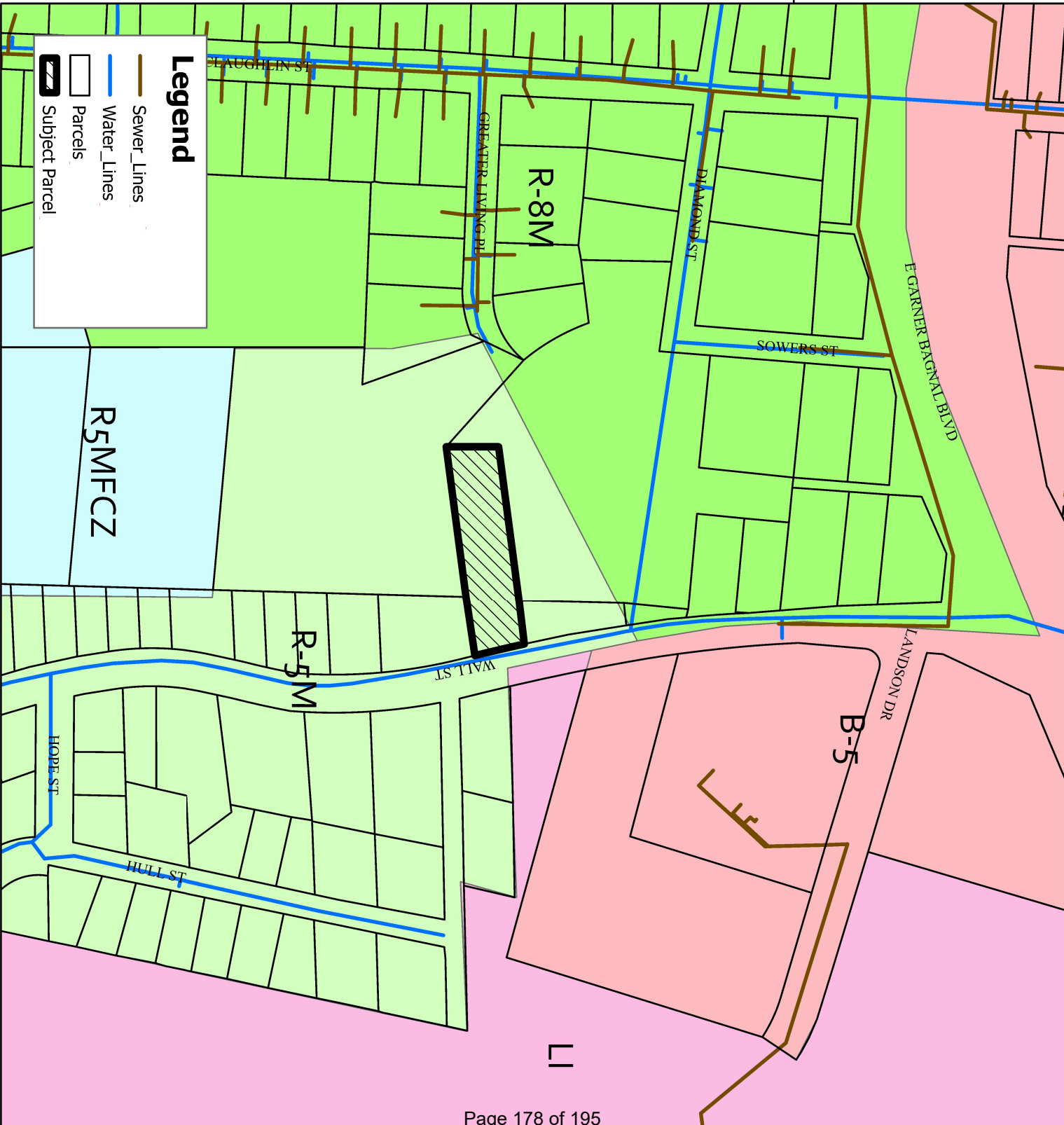
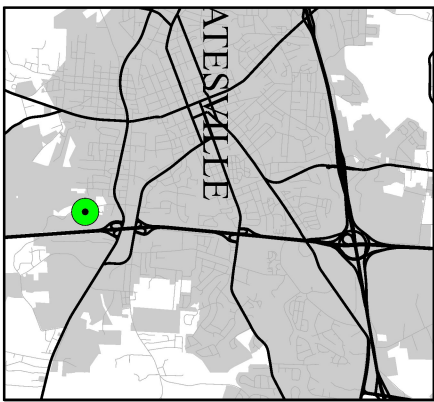




Site Photo – 1006 Wall Street

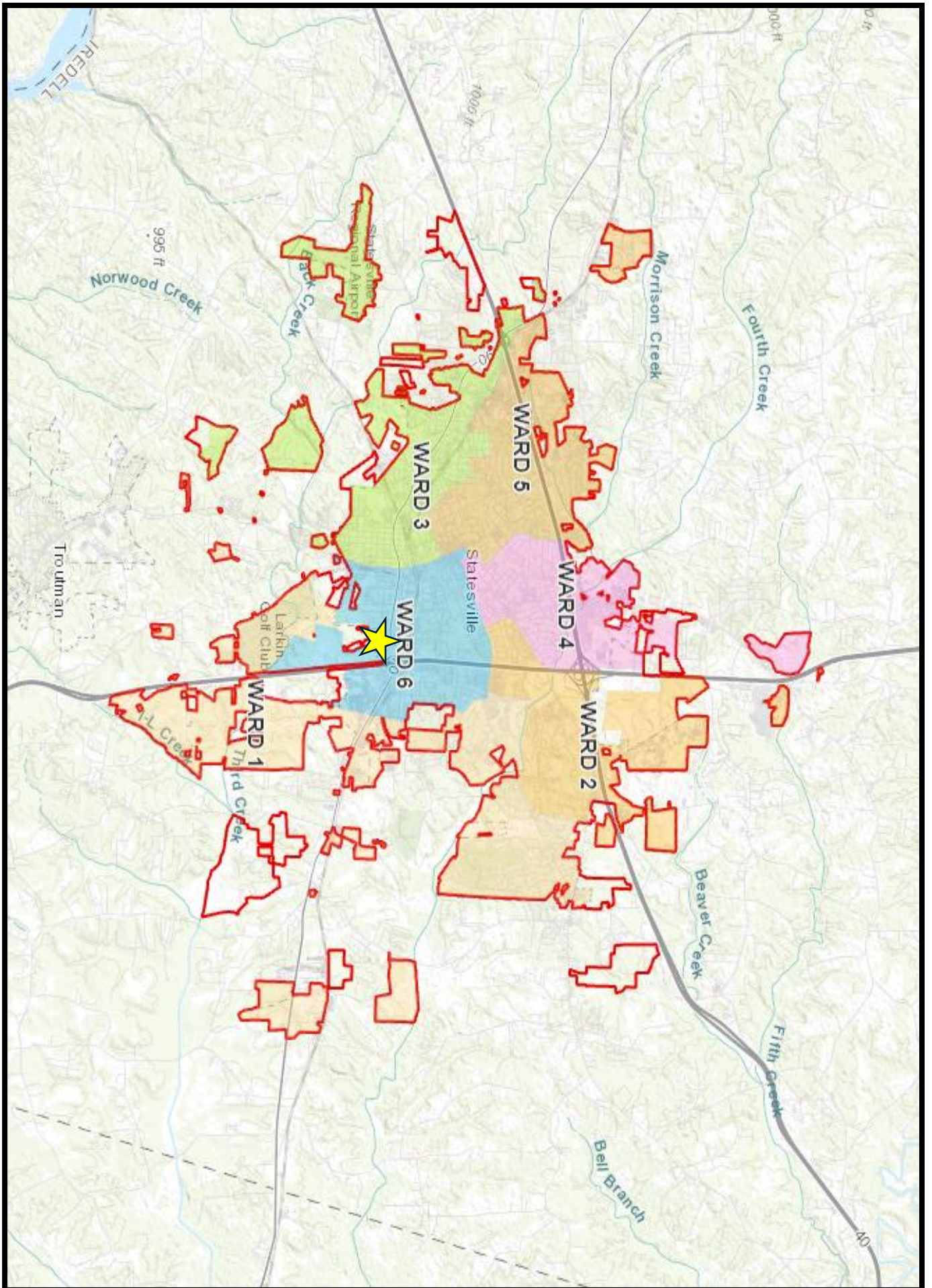
City of Statesville Planning Department

AX26-04
1006 Wall Street
4744-50-7267



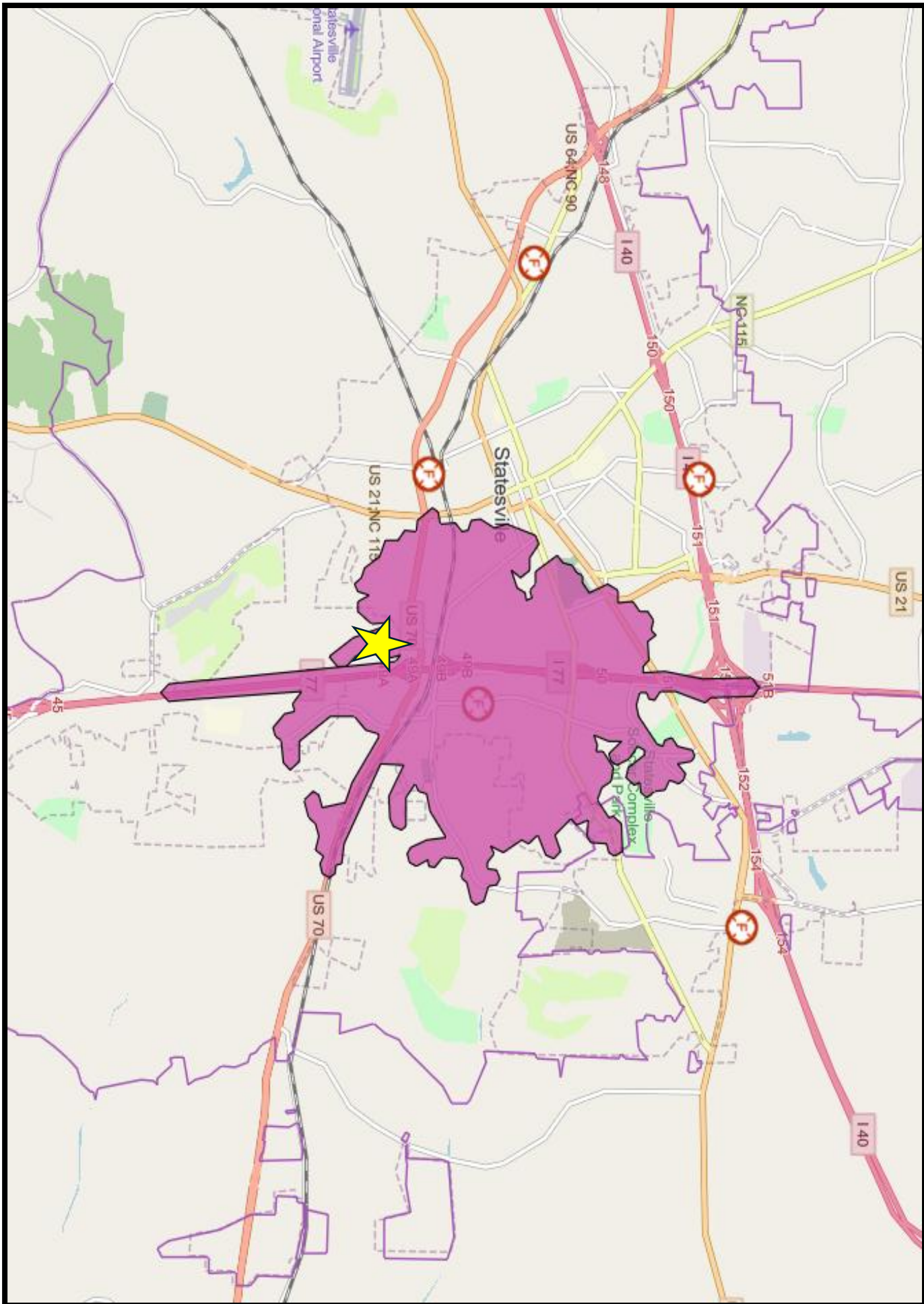
Legend

- Sewer_Lines
- Water_Lines
- Parcels
- Subject Parcel



Location Map (Wards)

Fire Station 3 (Four Minute Response Time)



ORDINANCE NO. _____

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

**Case No. AX26-04 1006 Wall Street
Parcel # 4744-50-7267**

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Statesville City Hall at 6:00 o'clock p.m. on the 1st day of June 2026 after due notice by publication on the 21st and 28th day of May 2026; and

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

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

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

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

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous territory is hereby annexed and made part of the City of Statesville, as of June 30, 2026, at 11:59 p.m.

Description:

BEGINNING at an existing iron pin found on the southern property lines of Nia Heu (DB 2230, Pg 628), and intersection with the western margin of the 60 foot right of way for Wall Street; thence with the western margin of Wall Street S. 10-58-41 E. 79.68' to an iron pin set at the northern property line of Russell Tucker Heirs (DB 527, Pg 475); thence with the northern property line of Tucker Heirs S. 81-29-33 W. 99.10' to an existing iron pin on the property line of First Greater Liv. Missionary Baptist Church (DB 832, Pg 383 & DB 3106, Pg 1624); thence with the property line of Missionary Baptist Church along the following three (3) courses and distances: (1) S. 82-29-51W. 239.13' to an existing iron pin; (2) N. 00-02-19 E. 82.65' to an existing iron pin; (3) N. 82-26-54 E. 245.79' to an existing iron pin found on the south western property line of Heu; thence with the southern line of Heu N. 83-09-19 E. 76.76' to the point and place of BEGINNING, consisting of 0.62 acres, more or less, all in accordance with that Boundary/Recombination Survey of Lot 3 & a Pt of Lot 2 Margaret C. Miller Estate & Parcel

4744507365 for 1006 Wall Street, surveyed by William M. Allen, PLS on October 30, 2025.

Section 2. Upon and after June 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-31.

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

The Ordinance was introduced by a first reading by Councilmember _____, seconded by Council member _____, and carried on the 1st day of June 2026.

AYES:

NAYES:

The second and final reading of this ordinance was heard on the 15th day of June 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 June 2026 at 11:59 p.m.

City of Statesville

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Joseph Campbell, Planner II
DATE: 5/15/2026 11:17 AM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing and consider passing the first reading of an ordinance to annex AX26-07 237 Third Creek Rd, filed by Mr. Robert Helms of Husky Homes and Land LLC, for the parcel located at 237 Third Creek Road.

1. Summary of Information:

The property is approximately .88 acres located at 237 Third Creek Road. The applicant is requesting the annexation to connect to city water.

- **Ward:** The site is adjacent to voting Ward 1. The site is contiguous to the primary corporate limits across Third Creek Road to the East.
- **Engineering:** Third Creek Rd is maintained by NCDOT.
- **Stormwater:** No concerns currently.
- **Planning:** The site is currently located within the City's extraterritorial zoning jurisdiction (ETJ) and would be a contiguous annexation.
- **Fire:** The site is outside the preferred 4-minute response from Station 3, and fire feels comfortable they can service this site within a 5-minute response time.
- **Police:** No concerns at this time, additional staffing will be requested as population rises.
- **Water/Sewer:** 6-inch water line on Third Creek; No sewer in vicinity.
- **Electricity:** The site will be serviced by Energy United.

2. Previous Council or Relevant Actions:

N/A

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: 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 \$15,000 and the estimated value at full buildout is to be determined.

5. Consequences for Not Acting:

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

6. Department Recommendation:

The site meets the statutory requirements for contiguous annexation.

7. Manager Comments:

Recommend moving forward with this annexation.

8. Next Steps:

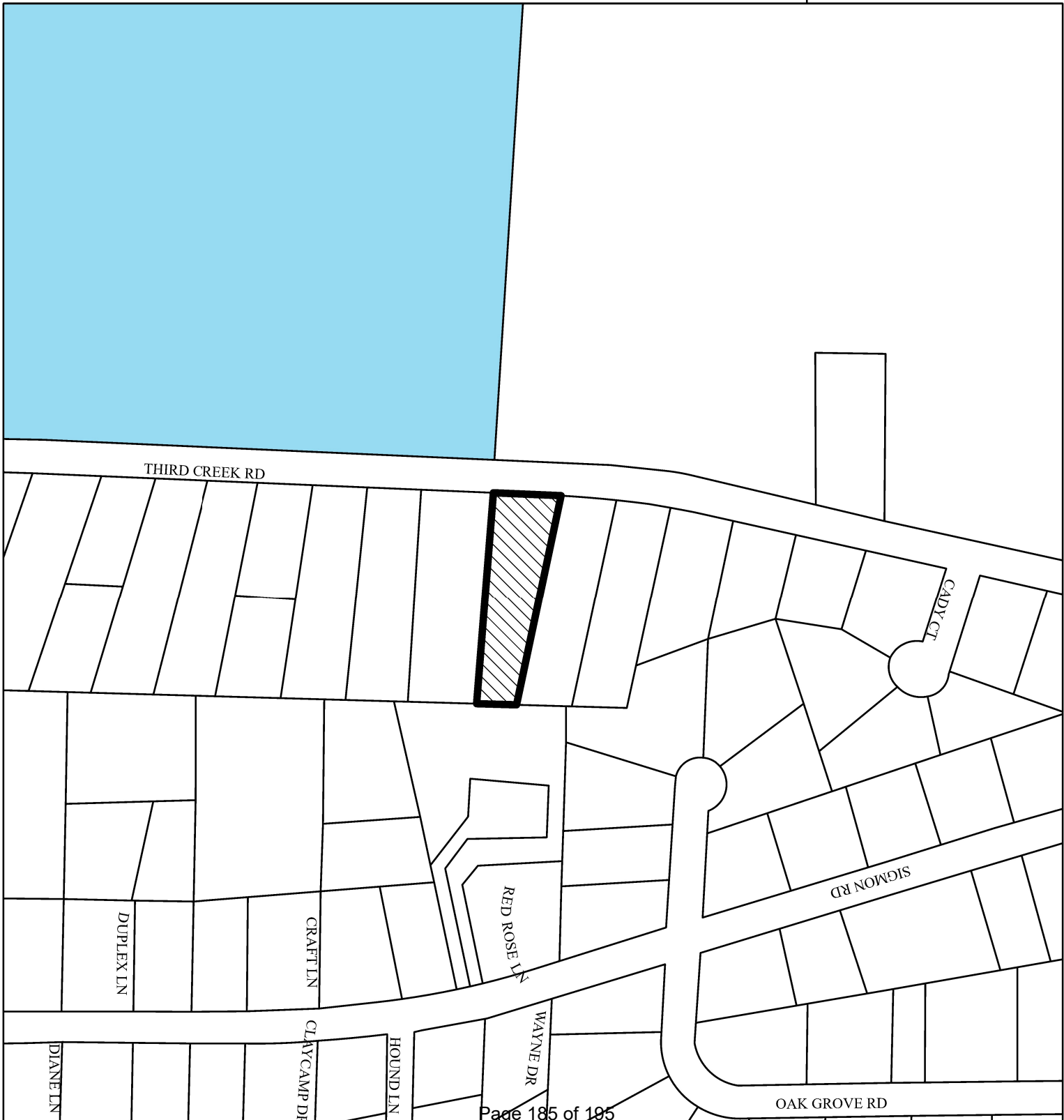
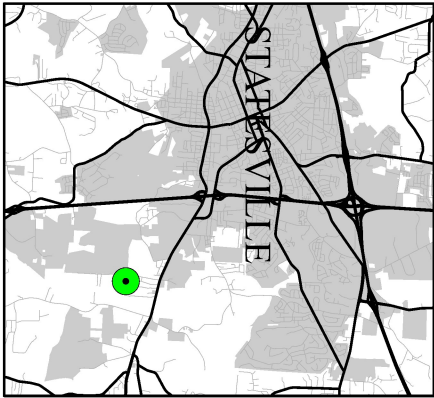
If approved, the second reading will be June 15th, 2026.

9. Attachments:

1. Maps
2. Ordinance

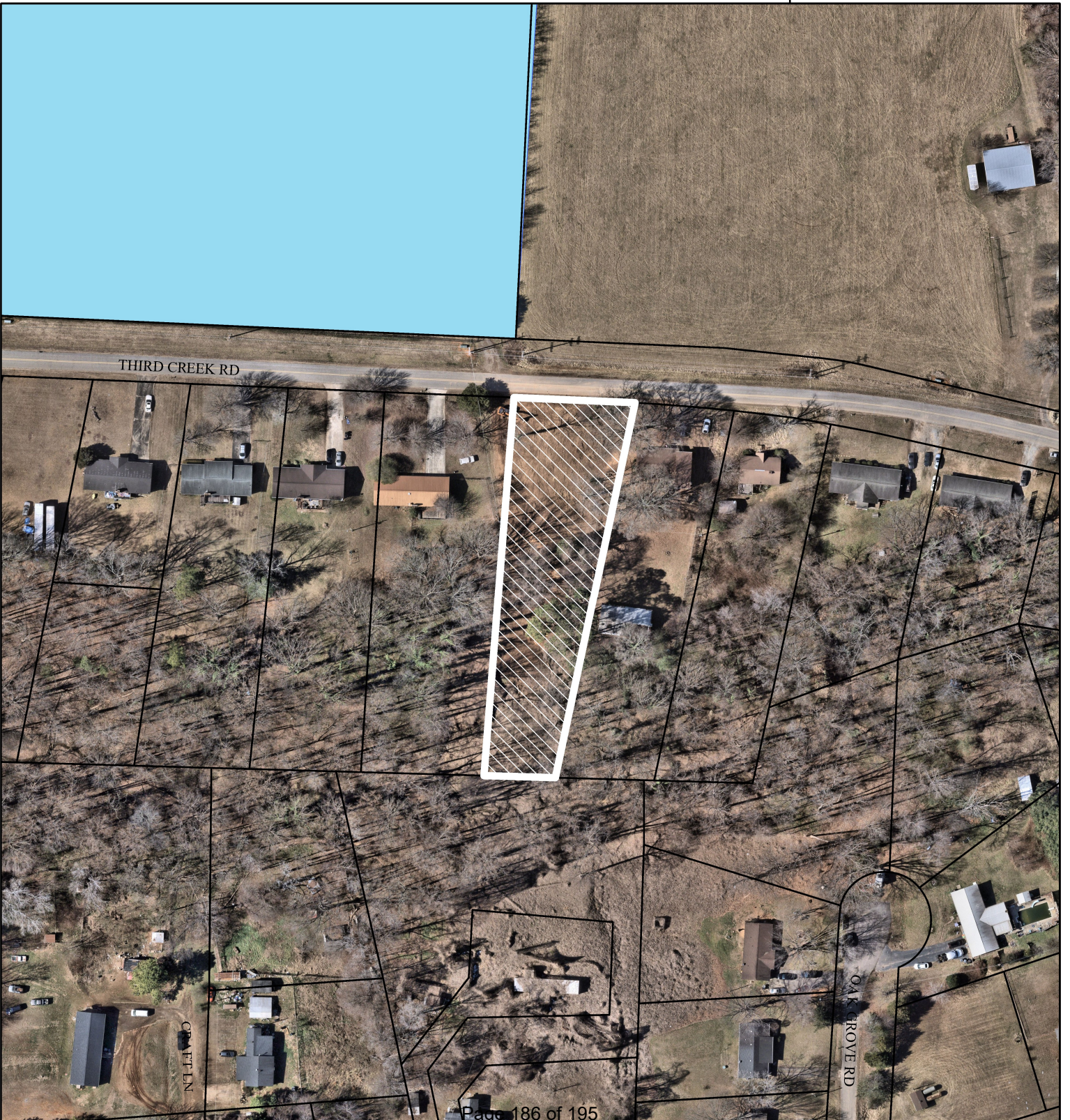
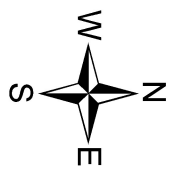
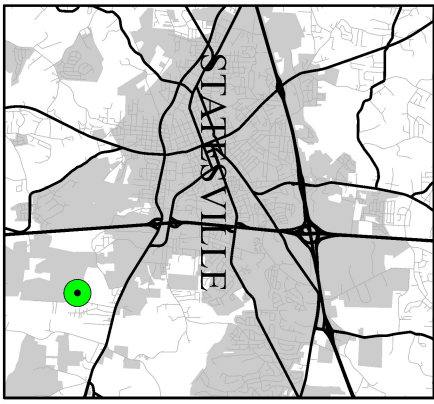
City of Statesville
Planning Department

AX26-07
237 Third Creek
4753-44-6341



**City of Statesville
Planning Department**

AX26-07
237 Third Creek Road
4753-44-6341

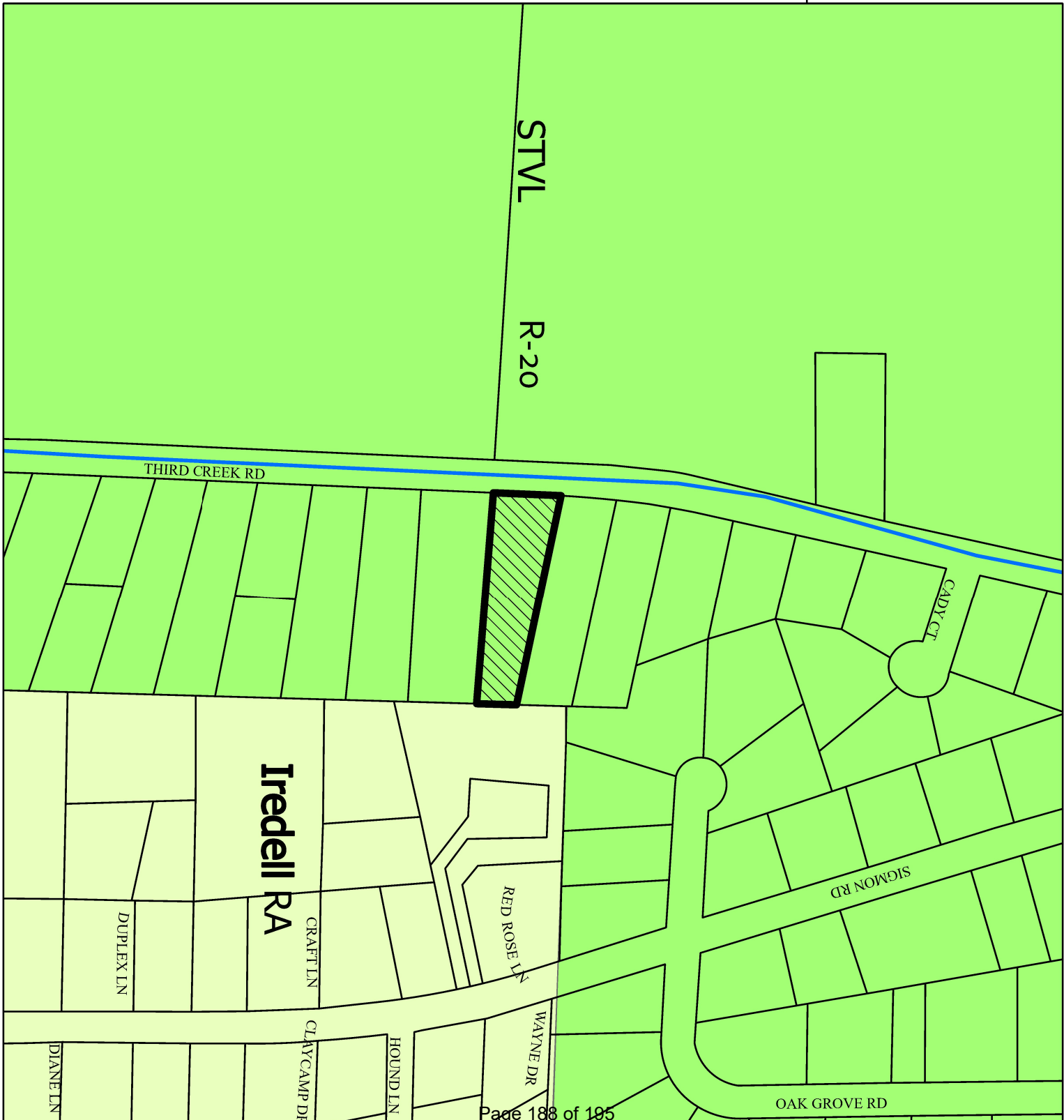
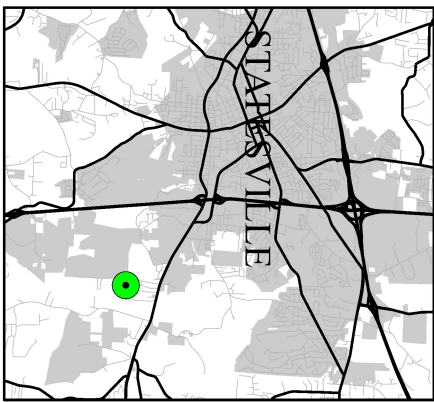


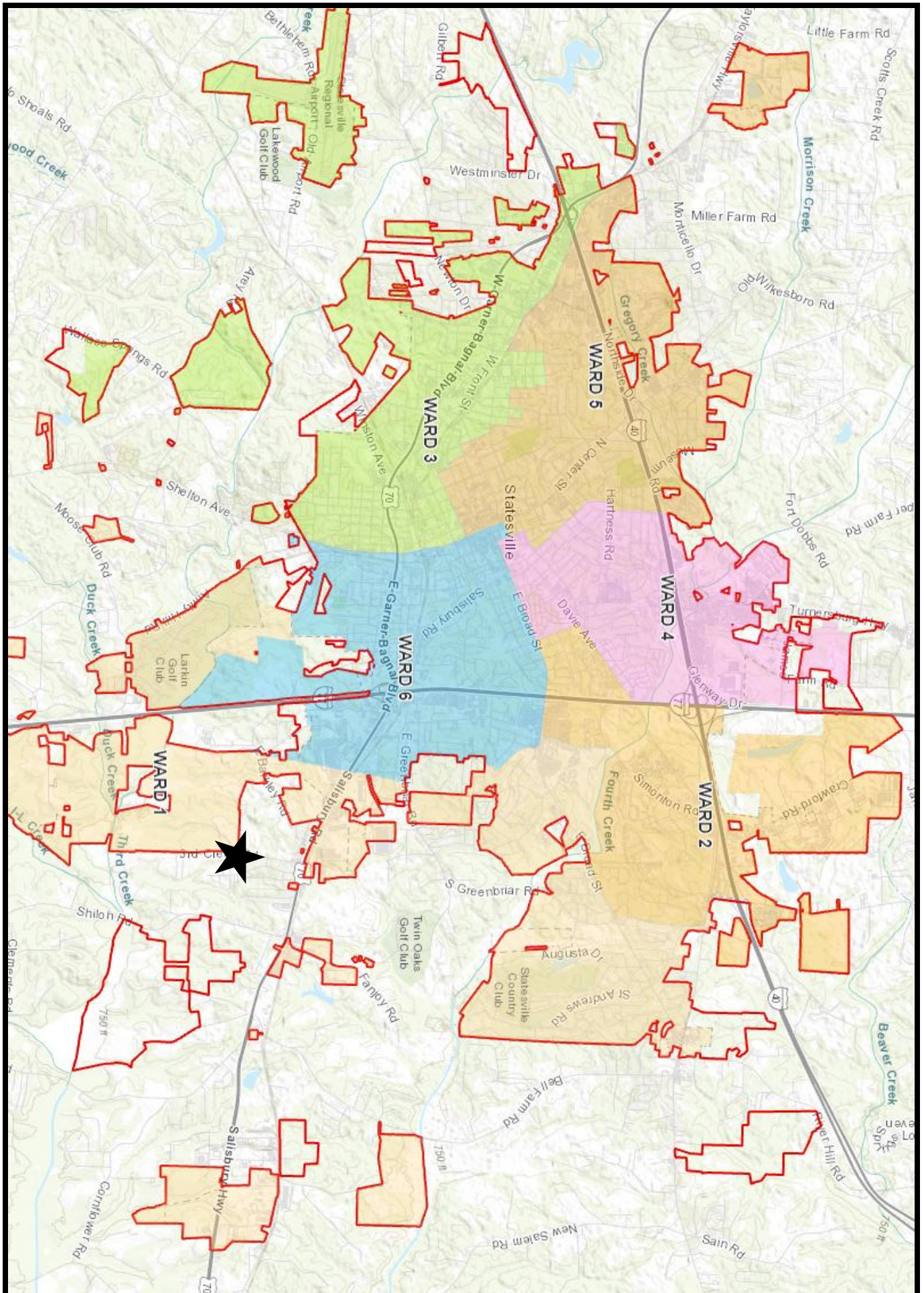


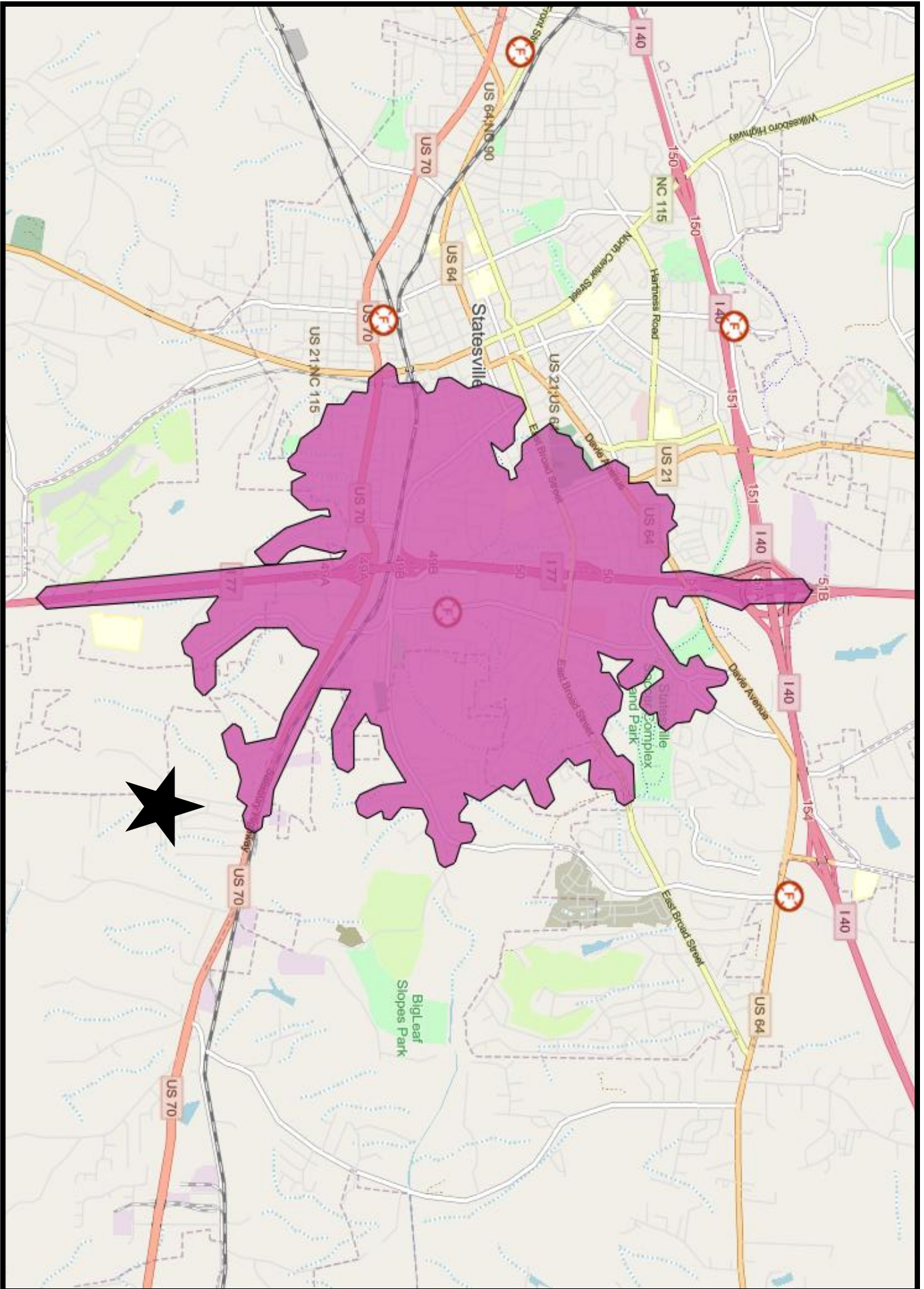
Site Photo – 237 Third Creek Rd

City of Statesville
Planning Department

AX26-07
237 Third Creek
4753-44-6341







ORDINANCE NO. _____

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

**Case No. AX26-07 237 Third Creek Rd
Parcel # 4753-44-6341**

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Statesville City Hall at 6:00 o'clock p.m. on the 1st day of June 2026 after due notice by publication on the 21st and 28th day of May 2026; and

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

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

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

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

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous territory is hereby annexed and made part of the City of Statesville, as of June 30, 2026, at 11:59 p.m.

Description:

Lying and being in Chambersburg township, Iredell County, North Carolina and being more particularly described as follows:

Beginning at an existing iron pin located in the right-of-way of Third Creek Road, point being the southwest corner of Chandler Watts property (recorded in Deed Book 3132 Page 1222); thence leaving said road with Watts line S. 80-33-00 E. 382.50'to an existing iron pin: thence S. 00-00-20 E. 98.74 to a #4 rebar set: thence with the common line of Jerry Horton property (recorded in Deed Book 2076 Page 2488) N. 84-59-34 W. 394.30'to a point in the right-of-way of Third Creek Road; thence N. 06-56-34 E. 128.06'to the Point and Place of Beginning Containing 1.01 acres more or less according to a survey by Don Allen & Associates PA dated March 12, 2026.

Section 2. Upon and after June 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-31.

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

The Ordinance was introduced by a first reading by Councilmember _____, seconded by Councilmember _____, and carried on the 1st day of June 2026.

AYES:

NAYES:

The second and final reading of this ordinance was heard on the 15th day of June 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 June 2026 at 11:59 p.m.

City of Statesville

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Erika Martin, AICP, Planning Director
DATE: 5/15/2026 1:27 PM

ACTION NEEDED ON: June 1, 2026
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a resolution to cancel the U-6153 project to relocate Bethlehem Rd adjacent to the Statesville Regional Airport.

1. Summary of Information:

The Charlotte Regional Transportation Planning Organization (CRTPO) approved preliminary engineering (PE) on June 6, 2017 due to a pending runway safety area expansion. Additionally, the City was allocated funding from a legislative earmark. NCDOT replaced a bridge on Bethlehem Rd the following year, alleviating some public concerns. The runway safety area expansion was completed in 2022 and severed the connection between Bethlehem Rd and Aviation Dr. Most recently, the 75% construction documents were completed, allowing the City of Statesville to begin pursuing land acquisition.

The City of Statesville has determined that the administrative burden, timeline requirements, rising land costs, rising costs of construction, and federal compliance obligations associated with the federal funding process are not cost-effective or efficient for completing the roadway project. The road could be built through private land development, instead of utilizing City funds. CRTPO and the NCDOT are in agreement that if the City desires to cancel the project the PE funds utilized will not need to be repaid. Removing this project from the Transportation Improvement Program will allow these transportation funds to be reallocated within CRTPO's discretionary grant program. Statesville (along with other CRTPO members) have the opportunity to apply for the grant program each fall.

2. Previous Council or Relevant Actions:

The most recent action related to this project was the City Council approving the Supplemental Agreement on May 20, 2024 for the administration of right-of-way acquisition.

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:

Cancelling the project allows the City of Statesville to focus funding on other priorities. After meeting with Parrish & Partners, we recommend proceeding with the following projects as next steps moving forward:

1. East Corporate Area
2. Water Main Project
3. South Corporate Area
4. Southwest Taxiway Phase I

4. Budget/Funding Implications:

In addition to the Resolution to CRTPO, the City's Chief Financial Officer will need to provide a letter to NCDOT confirming cancellation.

5. Consequences for Not Acting:

Substantial funding will need to be allocated to finish the project.

6. Department Recommendation:

Planning & Engineering recommends formally cancelling the project as the cost-benefit is not there compared to other priorities of the City.

7. Manager Comments:

I agree with the department recommendation and with the project prioritization list shown above. The city has been fortunate to obtain grant funding for a number of projects, but due to cost escalation factors, those projects have not been completed. Re-prioritizing will allow us to focus on effectiveness, not expansiveness, when it comes to airport projects moving forward.

8. Next Steps:

The resolution will be sent to CRTPO to schedule removal from appropriate planning documents.

9. Attachments:

1. Resolution to Cancel U-6153

Resolution _____

**RESOLUTION TO CANCEL BETHLEHEM RD (U-6153) FROM CRTPO'S
TRANSPORTATION IMPROVEMENT PROGRAM (TIP) and NCDOT'S STATE
TRANSPORTATION IMPROVEMENT PROGRAM (STIP)**

WHEREAS, the Charlotte Regional Transportation Planning Organization's (CRTPO) Transportation Improvement Program (TIP) project U-6153 consists of preliminary engineering to relocate Bethlehem Road adjacent to the Statesville Regional Airport; and

WHEREAS, Project U-6153 was included in the North Carolina Department of Transportation's (NCDOT) Prioritization Process and is currently part of the 2026-2035 STIP with construction anticipated in 2029; and

WHEREAS, CRTPO approved funding for this project on June 6, 2017, with preliminary engineering for 0.76 miles of roadway; and

WHEREAS, the preliminary engineering (PE) phase of the project has been completed and the City had begun exploring right-of-way acquisition; and

WHEREAS, the City of Statesville has determined that the administrative burden, timeline requirements, rising land costs, rising costs of construction, and federal compliance obligations associated with the federal funding process are not cost-effective or efficient for completing the roadway project; and

WHEREAS, removing this project from the TIP would allow federal transportation funds to be reallocated to other regional transportation priorities.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Statesville that the Project U-6153 be removed from CRTPO and NCDOT's Transportation Improvement Programs.

Adopted on the 1st of June 2026.

CITY OF STATESVILLE

Doug Hendrix, Mayor

Emily Kurfees, City Clerk