

  
**STATESVILLE CITY COUNCIL MEETING**

Statesville City Hall – 227 S. Center Street  
July 9, 2026 - 4:00 p.m. - Pre-Agenda Meeting – 2<sup>nd</sup> Floor Conference Room  
July 13, 2026 – 6:00 p.m. – Regular Meeting – City Council Chambers

- I. Call to Order
- II. Invocation
- III. Pledge of Allegiance
- IV. Adoption of the Agenda
- V. 2026 Code of Ethics and the Front and Center Strategic Plan p. 3
- VI. Presentations & Recognitions
  - 1. Piedmont HealthCare 30<sup>th</sup> Anniversary Proclamation p. 9
- VII. City Manager’s Report
- VIII. Public Comment
- IX. **CONSENT AGENDA**

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

  - A. Consider approving the May Budget Meeting Minutes, June 11, 2026, Pre-Agenda Meeting Minutes and the June 15, 2026, Regular Meeting Minutes. (E. Kurfees) p. 11
  - B. Consider accepting the three-year award from the Governor's Crime Commission under the Violence Against Women Act (VAWA) Grant in the amount of \$112,497.90. (Hatcher) p. 27
  - C. Consider approving the first reading of a parking ordinance prohibiting vehicles from parking in the same block beyond the permitted time limit. (Onley) p. 31
  - D. Consider approving a resolution supporting the City’s participation in the North Carolina Public Employee Deferred Compensation Plan ("NC 457 Plan"), a qualified governmental deferred compensation plan under Section 457(b) of the Internal Revenue Code, to provide eligible employees with an additional voluntary retirement savings opportunity. (Everette) p. 35
  - E. Consider approving a resolution supporting the new Catawba-Wateree Water Management Group Integrated Management Plan. (Vaughan) p. 39

- F. Consider approving (contingent upon NC DEQ approval) the bid for the Third Creek Sewer Extension project. (Vaughan) p. 43
- G. Consider passing the second reading of an ordinance to annex AX26-08: 114 Bristol Drive, filed by Mr. Jorge Valdez on behalf of the property owner The Painter's Personal Touch LLC, for approximately 0.36 acres located at the corner of Bristol Drive and Garner Bagnal Boulevard. (Campbell) p. 53
- H. Consider passing a resolution directing the City Clerk to investigate a petition of annexation AX26-09 Moose Club Road Novel Holdings, filed by Shane Seagle of North State Development, for two parcels located along Moose Club Road, receive City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of August 10, 2026, for a public hearing for the petition for annexation. (Kirkendall) p. 65
- I. Consider passing a resolution directing the City Clerk to investigate a petition of annexation AX26-10 Japul Road (Harmony Vistas) Subdivision, filed by Mr. Mark Miserocchi of Harmony Investing LLC, for two parcels located at the end of Japul Road, receive City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of August 10, 2026, for a public hearing for the petition for annexation. (Kirkendall) p. 73
- J. Consider approving Statesville Public Power to apply for the POWER Up Grant (Preventing Outages while Enhancing the Resilience of the Electric Grid) issued by the Department of Environmental Quality, North Carolina State Energy Office (NCSEO). (Leis) p. 87
- K. Consider approving Utility Line Construction Services for a purchase order amount of \$1,200,000.00 for the second of 5 (five) total contract years. (Leis) p. 107

**REGULAR AGENDA**

- X. Consider approving the contract with LandDesign, Inc. to develop a small area plan for the Downtown Municipal Service District and its immediate environs. (Pierce) p. 131
- XI. Other Business
- XII. Closed Session
  - 1. G.S. 143-318.11(a)(3) Attorney Client Privilege
- XIII. Advisory Board Minutes
- XIV. Adjourn

## 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.

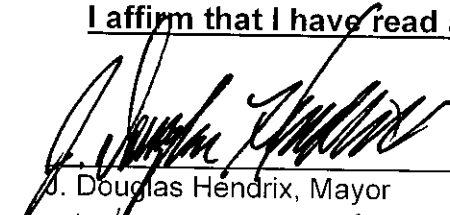
**Section 7.** At a Special Meeting held on December 2, 2025, the City Council developed the following list of "Norms", which they agreed to exercise in their duties as elected officials:

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

The City Council also agreed to the following actions:

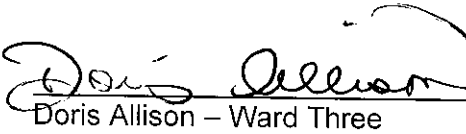
- Foster frequent communication and collaboration between the Council and City Manager/staff
- Agree to disagree when necessary
- Attend, be punctual, and prepare for meetings
- Be informed and participate in meetings and events

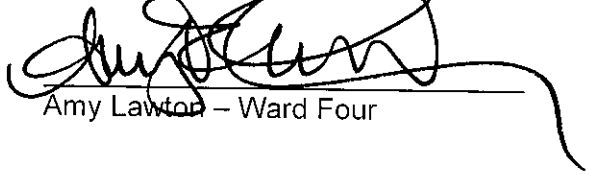
**I affirm that I have read and understand the City of Statesville Code of Ethics**

  
 J. Douglas Hendrix, Mayor

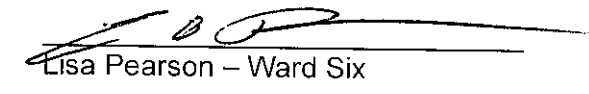
  
 David Jones, Mayor Pro Tem – Ward One

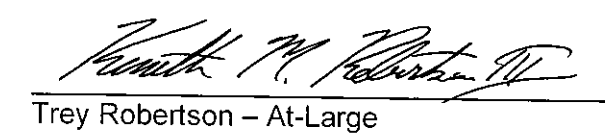
  
 Kristi Madison Pfeuffer – Ward Two

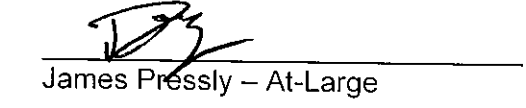
  
 Doris Allison – Ward Three

  
 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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# City of Statesville, North Carolina

## Office of the Mayor

### Proclamation

#### Piedmont HealthCare 30<sup>th</sup> Anniversary June 1, 2026

**WHEREAS**, Piedmont HealthCare was founded on June 1, 1996, when more than 50 physicians united to create an independent, physician-owned healthcare organization dedicated to providing high-quality medical care close to home; and

**WHEREAS**, for 30 years, Piedmont HealthCare has remained committed to exceptional patient care, local leadership, innovation, and meeting the evolving healthcare needs of the communities it serves; and

**WHEREAS**, what began as a collaboration among local physicians has grown into one of North Carolina's largest physician-owned healthcare organizations, providing comprehensive primary and specialty care services across six counties and serving approximately 150,000 patients annually through a network of 225 providers, 1,213 employees, and 70 locations; and

**WHEREAS**, Piedmont HealthCare has become an integral part of the Statesville and Iredell County community, serving as one of the county's largest employers while supporting local schools, nonprofit organizations, civic initiatives, charitable causes, and community events that enhance the quality of life for residents throughout the region; and

**WHEREAS**, as Piedmont HealthCare celebrates its 30th Anniversary, the organization continues to demonstrate excellence in healthcare, community partnership, and service, improving the lives of countless individuals and families throughout Statesville, Iredell County, and the surrounding region;

**NOW, THEREFORE**, I, J. Douglas Hendrix Mayor of the City of Statesville, do hereby proclaim **June 1, 2026**, as **PIEDMONT HEALTHCARE 30TH ANNIVERSARY DAY** in the City of Statesville and encourage all residents to join in recognizing and celebrating Piedmont HealthCare's thirty years of dedicated service, compassionate care, and commitment to the health and well-being of our community.



*IN WITNESS WHEREOF* I have set  
my Hand and caused the Great Seal  
of the City of Statesville to be affixed  
this 1st day of June 2026

A handwritten signature in cursive script, reading "J. Douglas Hendrix", is written over a horizontal line.

J. Douglas Hendrix, Mayor

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**MINUTE BOOK 32, PAGE  
STATESVILLE CITY COUNCIL BUDGET WORKSHOP MINUTES – May 14, 2026  
STATESVILLE EVENT CENTER, 300 S. STATESVILLE, NC – 3:30 P.M.**

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

**Council Absent:** Robertson, Pearson

**Staff Present:** Ron Smith, E. Kurfees, Everette, Griggs, G. Kurfees, Nesbit, Martin, Ferguson, Bridges, Lawrence, Vaughan, Amos, Leis, Garrison, Bridges, Onley, Hills, Francica

**I. Call to Order**

Mayor Hendrix called the meeting to order.

**II. Smith Welcome**

Smith stated that there are typos and formatting issues that we will work through in the budget.

He stated that Lawrence will explain the enterprise fund positions because the revenues and expenditures have to be there to fund the positions.

**III. Budget Review**

Lawrence reviewed the new budget book tool, ClearGov. She stated that the staff spent a significant amount of time to be able to use this tool. She showed the actuals and budgeted revenues and expenditures. The data shows the different trends.

She reviewed some of the overall changes to the budget.

Council Member Nicholson asked why FY25 is a much larger budget. Smith stated that debt and other reallocations can increase the funds.

**IV. Proposed New Revenues**

Lawrence stated that we are suggesting a 2.25% credit card fee for an additional \$578,088 annually. This would be a miscellaneous revenue. Staff is also looking at adding a \$1 monthly fee added to each utility bill as an information technology fee. The fee will help offset postage fee and billing contract increase.

**V. Current Year Commitments**

Lawrence reviewed the current year commitments that were added to the budget. Boys and Girls Club building renovations at \$650,000 and the first payment of the purchase of \$290,000 will be from Public Power to Recreation and Economic Vitality Administration. This is a 10 year agreement with the Boys and Girls Club.

Council Member Pressly asked if the Cochran Street facility is included in the Recreation budget since there was an increase. Lawrence stated that it is shown in the Recreation Admin in the Building and Land Rent increase as well as in the Capital budget.

Mayor Hendrix asked about the \$650,000. Smith stated that the downpayment was

out of the FY2026 budget.

**VI. Rate Schedule**

Lawrence reviewed the fee schedule. She stated that the System Development fees will be updated.

Public Power fees have been increased.

Street Inspection Fee and the Public Records fees have been added to the schedule.

Council Member Pressly asked how the fees are developed. Lawrence stated that the enterprise funds have consultants and the other fees are based of other municipalities.

Smith reviewed the Recreation fees and stated that it goes with the cost of doing business with Recreation.

**VII. Questions**

Council Member Jones asked how do we look at overtime and review where we may need to add additional staff.

Council Member Lawton asked about SFD overtime. Chief Kurfees stated the special events, General Alarms, when we have people out, we have a minimum staffing need. Every year, we would run out of overtime. We try to budget high for overtime.

Council Member Jones stated that we should look at each department's overtime. Smith stated that we reviewed the overtime in Public Works and we can review each department.

Council Member Allison asked if the part-time employees could help. Chief Kurfees stated that there are pros and cons to part-time staffing. The day-to-day operations makes it more difficult for part-time.

Lawrence stated that we are going to work on tracking key performance indicators so that we can make those types of changes.

Mayor Hendrix asked about the 2026 actuals, and how they are determined. Lawrence stated that the last date it was update was May 1.

Council Member Pressly asked about the Capital Improvements in the Engineering Budget and the significant increase. Lawrence stated that some is for the \$2.5 million MOC design and site work as well as \$700,000 for the greenway project.

Council Member Pressly asked about Bethlehem Road and why it is still on the project list. Smith stated that it is in the budget until it is formally removed.

Council Member Pressly asked about the Delivery 1. Smith stated that it is the Public Power Capital Budget and no general fund revenue goes towards the project. It is \$4 million.

Council Member Pressly asked about the plan for 4<sup>th</sup> Creek WWTP. Smith stated that there is \$30 million for the nutrient's amendment in the CIP. There is also \$20 million in for 4<sup>th</sup> Creek pump around line.

Smith stated that all the salary increases will be what the Council agreed upon at the Retreat.

Mayor Hendrix asked if we work on who is going to retire with the budget. Everette stated that every year we ask if people are going to retire or if they are eligible. Smith stated that it costs more to fill a position after a staff member retires.

Council Member Nicholson asked about the special appropriations and the increases. Lawrence stated some of the allocations moved from Planning to Special Appropriations as well as the debt payment. There were no fundamental changes to the Special Appropriations this year.

Council Member Pressly asked about the Event Center. Smith said that the Occupancy Tax covers the majority of the operating costs. Smith stated that the funding formula was set by the General Assembly to build and maintain the Civic Center. Approximately 2/3 of the Occupancy tax goes to the Event Center and 1/3 goes to the CVB. He would like to continue to work with the CVB.

Smith stated that we are trying to raise our rates to rely less on the Occupancy Tax but not outprice our citizens. Smith stated that our rates were not collected correctly and it has been fixed. He does not see us covering the complete cost of the building.

Mayor Hendrix asked what it would take to change the funding formula. Smith stated that the council would need to let the state representatives know you would like a change. Smith stated that if you made the change, the council would need to be aware of the secondary effects of how we fund the Event Center. Smith stated it is more difficult to cover the cost of the Event Center, and he would recommend a tax increase because you would be pushing something out of the general fund.

Council Member Pressly stated that the Event Center is an economic development driver. Council Member Allison wants to ensure that the citizens can still use the Event Center.

Mayor Hendrix asked about the revenue surplus for the Event Center. Smith stated that was when the Main Street Conference was here as well as Hurricane Helene.

Smith stated that one reason the occupancy tax has decreased is because we have lost 2 hotels and the I40 project has been completed.

Council Member Jones stated that the Council would have to agree to change the funding formula. Council Member Allison wants to ensure citizens can still have events.

Smith stated that the REV employees are working to close the gap. Griggs stated that the staff are honoring what was quoted to events, but we are going to see an increase for new events within the next 12 months.

#### **VIII. Budget Ordinance**

**Council Member Lawton made a motion to move forward with crafting the budget ordinance with the caveat of the Public Hearing changes, and the motion was seconded by Council Member Pressly. The motion passed unanimously.**

**IX. Adjournment**

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

**MINUTE BOOK 32, PAGE  
STATESVILLE CITY COUNCIL PRE-AGENDA MEETING MINUTES – June 11, 2026  
CITY HALL – 227 S. CENTER STREET, STATESVILLE, NC – 4:00 P.M.**

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

**Council Absent:** None

**Staff Present:** Ron Smith, Messick, E. Kurfees, Nesbit, G. Kurfees, Martin, Leis, Harrell, Vaughan, Onley, Hubert, Ferguson, Griggs, Kirkendall, Weeks

**I. Call to Order**

Smith called the meeting to order. Smith introduced Tamira Weeks as the new Transportation planner.

**II. Invocation**

**III. Pledge of Allegiance**

**IV. Adoption of the Agenda**

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

**VI. Presentations & Recognitions**

Smith reviewed the proclamations

- 1. Juneteenth Proclamation**
- 2. National Waste and Recycling Workers 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 May 28 Pre-Agenda Meeting Minutes and the June 1, 2026, Regular Meeting Minutes.** (E. Kurfees)

**B. Consider approving a resolution to amend the Regular Meeting Calendar.** (E. Kurfees)  
Smith stated that this would cancel the August 17<sup>th</sup> meeting and combine to one meeting on August 10<sup>th</sup>. This would be our summer schedule where we only have one meeting.

**C. Consider approving the second 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)

Martin stated that that Vaughan stated that the Public Utilities Director can only provide a waiver for more than an acre. The Health Department has to access the septic permit for properties less than an acre.

The property should be fine as long as it perks.

- D. **Consider approving the second 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.** (Campbell) p. 33
- E. **Consider approving the second reading of an ordinance to re-establish the Downtown Municipal Service District for another five years (July 1, 2026 - June 30, 2031).** (Pierce)
- ~~F. **Consider authorizing the City Manager to execute an estoppel certificate on behalf of The Keith Corp regarding the Larkin Regional Commerce Park development agreement.** (Harrell) This item was moved to the regular agenda.~~
- G. **Consider approving an audit contract for the fiscal year ending June 30, 2026 with Martin Starnes & Associates, CPA's, P.A. for the City.** (Lawrence)  
Lawrence stated that this is our contract for the FY 2026 annual audit.
- H. **Consider approving the semi-annual write-off of approximately \$127,832.97 in utility accounts.** (Lawrence)  
Lawrence stated that this is the process for the accounts that we have not been successful in collecting in 2024. Four are large sewer only accounts that we have been unsuccessful in collecting. We have no other relief to do anything.
- I. **Consider approving the Statesville Fire Department to apply for the FY25 Fire Prevention and Safety Grant Program.** (G. Kurfees)  
Chief Bell is requesting to apply to the FEMA Grant for fire prevention at \$55,000 with a cost share at 10% cost share. The City would be responsible for \$5500. It is for a digital information sign at Fire Station 3. It allows for mass publication of fire safety information. The sign also credits ISO points.
- J. **Consider approving Budget Amendment #2026-30 to transfer funds received from the N.C. 911 Board to the Police Department for \$74,353.42 to purchase of two additional VESTA positions.** (Onley)  
Onley stated that this is for 2 call center dispatch desks.
- K. **Consider approving a resolution to join the integrated mobility division of the North Carolina Department of Transportation (NCDOT) for a planning grant for the purpose of conducting a transit-oriented study (TOD) to connect Asheville to Salisbury via the Western North Carolina Passenger Rail.** (Weeks)  
Weeks stated that this rail connecting Asheville to Salisbury and Statesville would be a stop. The Feasibility study looks at the funds for building and maintenance. The difference is looking at the land use and pedestrian connections. It is in depth analysis of the area around the stops.  
  
Council Member Robertson asked about the value of the plan. Martin stated that the plan is looking at the Station Location. There is value at where our depot should be for passenger rail.
- L. **Consider approving Budget Amendment #2026-23 to accept a \$5,000 grant award from the North Carolina Amateur Youth Sports Organization.** (Griggs)  
Griggs stated that this grant is for livestreaming for sport games.

## **REGULAR AGENDA**

- IX. **Conduct a public hearing and consider adoption of a new System Development Fee schedule per NCGS § 162A-209 [b].** (Vaughan)

Smith stated that this is a state-mandated process. It will be the formal public hearing for the request. The 45 day mandated comment period ends tomorrow. No comments have been received.

**X. Conduct a public hearing and consider passing the first reading of rezoning request ZC26-03 Moose Club Road (Kingdom Townhomes), filed by Mr. Hezekiah Walker of Love Fellowship Tabernacle Inc., for two parcels located at 185 Moose Club Road. (Kirkendall)**

Kirkendall stated that it is north of the annexation boundary with Troutman. Council Member Lawton asking about the rental versus purchasing. The application will be presented.

**XI. Conduct a public hearing and consider passing the first reading of annexation request AX26-03 Moose Club Road (Kingdom Townhomes), filed by Mr. Hezekiah Walker of Love Fellowship Tabernacle Inc., for two parcels located at 185 Moose Club Road. (Kirkendall)**

Pressly asked where the utilities are. Kirkendall stated that the water and sewer is located at the Wild Wood subdivision.

Mayor Hendrix asked if the developer understands that he will have to pay to connect. Smith stated that they understand.

Mayor Hendrix asked about by-right. Kirkendall stated that the zoning can be Troutman RS rezoning based on their zoning rules. They are seeking annexation for utilities.

**XII. Conduct a public hearing and consider passing the first reading of an ordinance to annex AX26-08: 114 Bristol Drive, filed by Mr. Jorge Valdez on behalf of the property owner The Painter's Personal Touch LLC, for approximately 0.36 acres located at the corner of Bristol Drive and Garner Bagnal Boulevard. (Campbell)**

Martin stated that there is one single-family home and their well has an issue.

**XIII. Consider approving a resolution to cancel Brookdale Connector project from Charlotte Regional Transportation Planning Organization's (CRTPO) Transportation Improvement Plan (TIP) and NCDOT's State Transportation Improvement Plan (STIP). (Weeks)**

Smith stated that this took place in February 2025. CRTPO is requesting a resolution to take the project off the books. The funds are still assigned to this project at \$900,000. The funds could go to other projects.

Martin stated that CRTPO would like the funds to go back into their regional part.

**XIV. Consider authorizing the City Manager to execute an estoppel certificate on behalf of The Keith Corp regarding the Larkin Regional Commerce Park development agreement. (Harrell)**

Harrell stated that this is for the Larkin Regional Commerce Park and the Keith Corporation is under contract to purchase the rest of the park.

The agreement runs with the land and there are no changes to the agreement. He stated that they provided funds for an Emergency Services Center. There would be an additional \$125,000 for the Emergency Services Center and applied for a building permit for Building 4. Only 1 building has been constructed.

Council Member Pfeufer asked about Paragraph 9 and the Troutman Agreement. Can we move forward without an agreement with Troutman? Harrell stated that we are working on and having that conversation with the Keith Corp.

Council Member Jones asked if they still owe funds in writing. Harrell stated that they have not protested that we have not receive the last payment. He wants to ensure that there is an

understanding that they owe the funds. Smith stated that they understand that there is the final payment.

Messick stated that we cannot stop signing this agreement based on the payment.

- XV. Consider appointing two members to the Statesville Regional Airport Commission.** (Ferguson)  
Smith reviewed the process for the voting.
- XVI. Consider appointing one member to the ABC Board.** (Nicholson)  
Council Member Nicholson stated that he would recuse himself from this vote.
- XVII. Consider appointing one regular member to the Board of Adjustment to fill one expiring term ending on June 30, 2026.** (Hooper)
- XVIII. Consider appointing two regular members to the Design Review Committee.** (Campbell)
- XIX. Consider appointing two regular members to the Planning Board.** (Campbell)
- XX. Other Business**
- XXI. Advisory Board Meeting Minutes**
1. ABC Board April 27, 2026 Meeting Minutes
  2. Planning Board May 19, 2026 Meeting Minutes
  3. Stormwater Advisory Commission May 21, 2026 Meeting Minutes
- XXII. Closed Session (After Pre- Agenda)**
1. G.S. 143-318.11(a)(3), Attorney-Client Privilege
  2. **G.S. 143-318.11(a)(4), Economic Development**
- Council Member Robertson made a motion to go into closed session. Council Member Allison seconded the motion. The motion passed unanimously.**
- Coming out of Closed Session, Smith stated that the council reviewed an economic development issue and no decisions were made.
- XXIII. Adjournment**  
**Council Member Allison made a motion to adjourn. Council Member Robertson seconded the motion. The motion passed unanimously.**

**MINUTE BOOK 32, PAGE  
STATESVILLE CITY COUNCIL REGULAR MEETING MINUTES – June 15, 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, Nesbit, G. Kurfees, Martin, Leis, Harrell, Vaughan, Campbell, Onley, Hubert, Ferguson, Griggs, Francica, Kirkendall, Sanitation Employees, Griffin

**I. Call to Order**

Mayor Hendrix called the meeting to order.

**II. Invocation**

The City Clerk led in the invocation.

**III. Pledge of Allegiance**

Mayor Hendrix led in the Pledge of Allegiance.

**IV. Adoption of the Agenda**

Mayor Hendrix stated that item F was moved to the Regular Agenda.

**Council Member Allison made a motion to approve the amended agenda, and Council Member Robertson seconded the motion. The motion passed unanimously.**

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

**VI. Presentations & Recognitions**

**1. Juneteenth Proclamation**

Mayor Hendrix read the proclamation into the record and presented the proclamation to the Juneteenth Committee.

El Amin represented the Juneteenth Committee and welcomed everyone to the Juneteenth Celebration.

**2. National Waste and Recycling Workers Week Proclamation**

Mayor Hendrix read the proclamation into the record and presented the proclamation to the Sanitation employees. Mayor Hendrix stated that you can go on the city website to thank a City Sanitation worker.

Council Member Pearson stated that she is thankful for their work for her event.

Mr. Bridges thanked his team.

**VII. Public Comment**

No one signed up for public comment.

**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 May 28 Pre-Agenda Meeting Minutes and the June 1, 2026, Regular Meeting Minutes. (E. Kurfees)
- B. Consider approving a resolution to amend the Regular Meeting Calendar. (E. Kurfees)
- C. Consider approving the second 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)
- D. Consider approving the second 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. (Campbell)
- E. Consider approving the second reading of an ordinance to re-establish the Downtown Municipal Service District for another five years (July 1, 2026 - June 30, 2031). (Pierce)
- ~~F. Consider authorizing the City Manager to execute an estoppel certificate on behalf of The Keith Corp regarding the Larkin Regional Commerce Park development agreement. (Harrell) This item was moved to the regular agenda.~~
- G. Consider approving an audit contract for the fiscal year ending June 30, 2026 with Martin Starnes & Associates, CPA's, P.A. for the City. (Lawrence)
- H. Consider approving the semi-annual write-off of approximately \$127,832.97 in utility accounts. (Lawrence)
- I. Consider approving the Statesville Fire Department to apply for the FY25 Fire Prevention and Safety Grant Program. (G. Kurfees)
- J. Consider approving Budget Amendment #2026-30 to transfer funds received from the N.C. 911 Board to the Police Department for \$74,353.42 to purchase of two additional VESTA positions. (Onley)
- K. Consider approving a resolution to join the integrated mobility division of the North Carolina Department of Transportation (NCDOT) for a planning grant for the purpose of conducting a transit-oriented study (TOD) to connect Asheville to Salisbury via the Western North Carolina Passenger Rail. (Weeks)
- L. Consider approving Budget Amendment #2026-23 to accept a \$5,000 grant award from the North Carolina Amateur Youth Sports Organization. (Griggs)

Council Member Allison made a motion to approve the Consent Agenda, Council Member Jones seconded the motion. The motion passed unanimously.

## REGULAR AGENDA

- IX. Conduct a public hearing and consider adoption of a new System Development Fee schedule per NCGS § 162A-209 [b]. (Vaughan)  
Mayor Hendrix opened the public hearing.

Vaughan stated that we are required to update the System Development Fee every 5 years. He stated that there have been no comments during the 45 day comment period.

System Development fees are calculated by a cost analysis of the existing or planned infrastructure that is in place or will be constructed to serve new capacity demands.

Council Member Jones asked how our fees compare to other municipalities. The consultant said they are comparable to other municipalities.

**Mayor Hendrix asked if anyone came to speak during the public hearing. Hearing none, he closed the public hearing.**

**Council Member Jones made a motion to approve the System Development Fee Schedule. Council Member Allison seconded the motion. The motion passed unanimously.**

- X. Conduct a public hearing and consider passing the first reading of rezoning request ZC26-03 Moose Club Road (Kingdom Townhomes), filed by Mr. Hezekiah Walker of Love Fellowship Tabernacle Inc., for two parcels located at 185 Moose Club Road. (Kirkendall) Mayor Hendrix opened the public hearing.**

Kirkendall stated that this property is off Moose Club Road. He stated that the property is north of the Troutman annexation boundary. There is currently a church on the property. The rezoning is conditional, so it is tied to a concept plan. 41 units are proposed: 32 townhomes and 9 single family homes.

The community meeting was held in January and only 2 people attended.

The 2045 Land Development Plan shows this would be outside our planning jurisdiction. For staff, they decided that the activity corridor or complete neighborhood 2 would be the 2 potential uses. Because it fell out of the Long Term Plan, Troutman's long term plan shows the townhomes are consistent with the long term plan.

Staff have deemed that the concept plan is in compliance with the code.

There are draft conditions

1. 40 ft ROW from centerline along Moose Club road
2. Concept pLan and

Staff recommend denial as it falls outside of our planning area. Planning Board recommends approval and update the 2045 Land Use Plan.

Council Member Pearson asked why staff recommend denial. Kirkendall stated that it is outside of our 2045 Land Use Plan but it is above the annexation boundary agreement.

Smith stated that the plan should have been updated at time to follow the annexation boundary.

Council Member Pearson would like to be consistent. She is concerned about the staff recommendation.

Council Member Pressly asked about the Planning Board Slit vote. Kirkendall stated that it is because of the distance from the center city limits.

Mayor Hendrix asked if anyone would like to speak

Garth, 177 Moose Club Road, is opposed to the development. It is inconsistent from the other developments in the area.

Council Member Allison asked how it will affect his value. He stated that he is concerned about the water flow and noise. He is concerned about the amount of development in the area.

Lasha Rogers, project manager for the development, provided a report. She showed elevations of the units. There will be greenways, open space, club house and a Stormwater Retention Pond. She continued to say that the development strengthens the Moose Club Road Corridor. She stated that the City should update the 2045 Land Development Plan to include this area.

Council Member Allison stated that we must make the decision based on the greater good. She stated that her concern was how the residents feel about the neighborhood. Ms. Rogers stated that they hear the concerns of the community. There are challenges with growth and how we can work together to make the development work.

Council Member Pearson stated that there is a large elephant in the room to discuss that could affect the development.

Council Member Jones asked Dr. Vaughan how the sewer would work for this site without Wakefield. Dr. Vaughan stated that the nearest City sewer would be in Wildwood Subdivision. It could have privately maintained. Vaughan showed the city sewer on the map. Vaughan stated that the developer could extend the sewer down Moose Club Road. They would have to pump the sewer far to Wild Wood.

Council Member Jones asked if the Developer is aware of the sewer concerns. Ms. Rogers stated that the engineer stated that it could be a stretch and it will be a focus during the construction drawings. There have been discussions around the sewer.

Council Member Jones asked if the developer is okay with the 4 conditions. Rogers stated that the conditions have been approved by the development team.

Council Member Allison asked how it will affect the City with the sewer issues. Smith stated that the capacity is there. There is a large development that potentially make it easier for this development to get sewer.

Council Member Pressly asked how it will affect the citizens.

Council Member Pearson asked if it is fair to say no to this development if we accept Wakefield Development.

Council Member Allison stated that she received an answer from the City Manager.

Council Member Pfeufer asked if the homes will be rental or sale. Rogers stated that these are for sale.

Mayor Hendrix asked about the response time for fire and police concerns. Kirkendall stated that Fire is an 8 minute response time and police had no issue with the development.

**Mayor Hendrix closed the public hearing.**

Council Member Robertson stated that the design of the development is very well, but the location of the development is too far from the city center. He stated that this development is a perfect development in the wrong location.

Council Member Allison stated that Smith stated that we should not have a problem as long as they are extending the sewer. She stated that we are torn on the information of the development. Smith stated that he does not disagree with Council Member Robertson. He stated that the plant has the capacity to serve the development, but the pump station is expensive and the developer pays for the pump stations.

Council Member Pearson asked if it is fair for us to vote on it this tonight with the other issues going on.

Council Member Jones stated that the developer should pull the development for 90 days.

**Council Member Pearson made a motion to postpone until October 5, 2026. Council Member Allison seconded the motion.**

Council Member Jones asked the developer to speak to staff about the sewer issues.

Council member Pressly asked what we are waiting for. Council Member Pearson stated that we need to resolve the elephant in the room because it is not fair.

Council Member Pressly stated he is against the motion

Council member Allison stated that we need to get all the information on the table.

Council Member Robertson stated that he is against the motion.

Council Member Allison is for the motion on the table.

Smith stated that the developer can reapply tomorrow if it is denied.

**Mayor Hendrix asked for a vote on the motion.**

**Aye: Allison, Pearson, Nicholson, Jones**

**Nay: Robertson, Pfeufer, Lawton, Pressly**

**Mayor Hendrix voted in favor of the motion.**

**The motion passed 5 to 4.**

- XI. **Conduct a public hearing and consider passing the first reading of annexation request AX26-03 Moose Club Road (Kingdom Townhomes), filed by Mr. Hezekiah Walker of Love Fellowship Tabernacle Inc., for two parcels located at 185 Moose Club Road. (Kirkendall)** Messick stated that we need to procedurally postpone this item as well.

**Mayor Hendrix opened the public hearing.**

Kirkendall stated that the annexation is at 185 Moose Club and it is a non-contiguous annexation. Fire has an 8 minute response time, no issues from the Police Department, and the development is in Duke's territory.

Staff reviewed the annexation and it meets the statutory requirements for annexation.

Mayor Hendrix stated that no one signed up to speak and closed the public hearing.

**Council Member Robertson made a motion to postpone until October 5. Council Member Jones seconded. The motion carries unanimously.**

- XII. Conduct a public hearing and consider passing the first reading of an ordinance to annex AX26-08: 114 Bristol Drive, filed by Mr. Jorge Valdez on behalf of the property owner The Painter's Personal Touch LLC, for approximately 0.36 acres located at the corner of Bristol Drive and Garner Bagnal Boulevard. (Campbell)  
Mayor Hendrix opened the public hearing.**

Campbell stated that this annexation is at 114 Bristol Drive and is on 2 parcels. The annexation request is connect to city water. The well was dry and they are requesting the inside rate of water. Campbell stated that Statesville Public Power is currently serving the site. There is water and sewer available to connect. Fire stated that the site is within the 4 minute response time and police reported no concerns.

Mayor Hendrix stated that no one signed up to speak and closed the public hearing. He called for a motion to vote.

**Council Member Robertson made a motion to approve the annexation request and Council Member Jones seconded the motion. The motion carries unanimously.**

- XIII. Consider approving a resolution to cancel Brookdale Connector project from Charlotte Regional Transportation Planning Organization's (CRTPO) Transportation Improvement Plan (TIP) and NCDOT's State Transportation Improvement Plan (STIP). (Weeks)**

Martin stated that the Brookdale Connector was a locally administered project. The project shifted south to make it no longer feasible. To remove it from the accounting books from CRTPO and NCDOT, staff recommends approving the resolution to formally cancel this project.

**Council Member Allison made a motion to approve the resolution. The motion was seconded by Council Member Robertson. The motion passed unanimously.**

Council Member Jones stated that it is sad that the project is canceled and ask for the transportation planner to review the emergency services entrance to the hospital.

- XIV. Consider authorizing the City Manager to execute an estoppel certificate on behalf of The Keith Corp regarding the Larkin Regional Commerce Park development agreement. (Harrell)**

Harrell showed the original concept plan for the Larkin Regional Commerce Park. Keith Corp purchased the balance of the Larkin Commerce Park and the estoppel certificate verifies the status to the new owner.

Harrell reviewed the main points of the development agreement. He stated that the council is authorizing the City Manager to sign the agreement saying that the status of the development.

Council Member Pressly asked about the City investment. Harrell stated that the construction of the waterline is approximately \$5 million in lieu of an economic incentive agreement.

Council Member Pressly asked about the certain uses in the agreement. Harrell stated that the B4 and HI uses in the zoning table with required excluded uses.

Council member Pressly asked about the phases of the development. Harrell stated that Sherwin Williams Distribution has been constructed but the other 2 buildings have not been built in Phase 1.

Council Member Pressly stated is concerned about the sewer. There is no agreement with the Town of Troutman.

Council Member Allison asked for Smith to review. Smith stated that we are in active discussions with the Keith Corp regarding the Sewer options.

Council Member Pearson asked if we lost any funds. Smith stated that we have not lost funds but we could have had more funds if it was built faster.

Mayor Hendrix asked if the Keith Corp owns the property. Harrell stated that they own some property in the park.

Messick stated that paragraph 22 that they have the right and the estoppel is well contemplated that the City has a requirement to approve the estoppel agreement. There could be liability issues if this is not approved.

Messick stated that there is concern with paragraph 9 and we need to work that through with Keith Corp.

Council Member Jones wanted to have this discussion in public. He stated that we could put in a parallel line.

Vaughan reviewed the sewer options.

**Council Member Jones made a motion to approve the Manager signing the Estoppel Agreement. Council Member Allison seconded the motion. The motion passed unanimously.**

**XV. Consider appointing two members to the Statesville Regional Airport Commission. (Ferguson)**

Ferguson stated that there is a good list of candidates.

Mayor Hendrix asked for nominations.

Council Member Pressly thanked for Gottholm and nominated David Stamey.

Council Member Allison nominated Steve Johnson.

**Steve Johnson and David Stamey were appointed to the Airport Commission.**

**XVI. Consider appointing one member to the ABC Board. (Nicholson)**

Council Member Nicholson recused himself.

Council Member Lawton nominated Ron Matthews.

**Ron Matthews was reappointed.**

**XVII. Consider appointing one regular member to the Board of Adjustment to fill one expiring term ending on June 30, 2026. (Hooper)**

Council Member Lawton nominated Jed Pidcock.

**Jed Pidcock was reappointed to the Board of Adjustment.**

**XVIII. Consider appointing two regular members to the Design Review Committee. (Campbell)**

Campbell stated that there are a number of candidates.

Council Member Lawton nominated Bryan George.  
Council Member Allison nominated Steve Haber.  
Council Member Jones nominated Zanotti.

Messick passed out the ballots and asked council to vote for 2 people.

Campbell stated that the people would elect to leave the board they are currently on.

**Messick tallied the votes. Scott Zanotti 7 Bryan George 6 Steve Haber 3**

**Mayor Hendrix stated that Scott Zanotti and Bryan George were appointed to the DRC.**

**XIX. Consider appointing two regular members to the Planning Board.** (Campbell)

Council Member Pfeufer nominated Alisha Cordle.  
Council Member Allison nominated Bernard Robertson  
Council Member Pressly nominated Tammy Wyatt

Messick passed out the ballots and asked for Council to vote for 2.

**Messick stated that Cordle received 8, Robertson received 4 and Wyatt received 4.**

**Messick asked Council to vote between Robertson and Wyatt.**

**Messick stated that the votes are still 4 to 4 and asked Mayor Hendrix to break the tie.**

**Mayor Hendrix voted for Bernard Robertson.**

**Bernard Robertson and Alisha Cordle were appointed to the Planning Board.**

**XX. Other Business**

**Council member Pearson invited everyone to Garfield Park on Friday at 12:00.**

**XXI. Advisory Board Meeting Minutes**

1. ABC Board April 27, 2026 Meeting Minutes
2. Planning Board May 19, 2026 Meeting Minutes
3. Stormwater Advisory Commission May 21, 2026 Meeting Minutes

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

1. G.S. 143-318.11(a)(3), Attorney-Client Privilege
2. **G.S. 143-318.11(a)(4), Economic Development**

**XXIII. Adjournment**

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

# CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager  
**FROM:** John Hatcher, Grants Manager  
**DATE:** 6/29/2026 1:27 PM

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

## **COUNCIL ACTION REQUESTED:**

**Consider accepting the three-year award from the Governor's Crime Commission under the Violence Against Women Act (VAWA) Grant in the amount of \$112,497.90.**

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

This is a multi-year grant award for the Statesville Police Department. The grant provides 75% federal funding in the amount of \$112,497.90, with the City of Statesville providing the required 25% local match of \$37,499.30. The total project funding will support two investigator positions within the Statesville Police Department. The City's required matching funds, including salary and related personnel costs, have been accounted for in the FY27 Adopted Budget.

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

Approved acceptance of the grant.

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

**Developing Our City:** N/A

**Connecting Our City:** N/A

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

**Strategic Plan Values:** We value Quality and Creativity

This award allows the police department to maintain staff for domestic violence activities with a subsidized amount from the Governors Crime Commission.

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

The award reduces the amount of city payroll for officers working within the scope of the grant award.

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

Award funds will not be reimbursed to the city for police activity.

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

Recommend approving acceptance of the grant award.

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

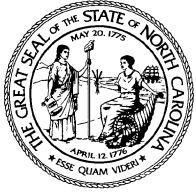
Recommend approving this grant award.

**8. Next Steps:**

Once approved, submissions of accurate payroll data for reimbursement through the grant.

**9. Attachments:**

1. Grant Award Letter



STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
GOVERNOR'S CRIME COMMISSION
1201 Front Street, Suite 200
Raleigh, NC 27609
Telephone:(919) 733-4564 Fax:(919) 733-4625

http://www.ncdps.gov/gcc/

GRANT AWARD

Project Name: Statesville DV Initiative LE 2025

Grant Period: 10/01/2025 - 09/30/2028

Agreement Number: 2000081455

Subrecipient: CITY OF STATESVILLE

Implementing Agency: Statesville Police Department

Authorizing Official: Ron Smith

Project Director: John Hatcher

Source: 2025 VIOLENCE AGAINST WOMEN ACT

Federal Grant Number: 15JOVW-25-GG-00042-STOP

CFDA #: 16.588

Match Funding Required (%): 25.00%

Federal Funding Award (%): 75.00%

Match Funding Required (\$): \$37,499.30

Federal Funding Award (\$): \$112,497.90

Grant Manager: Medwin Tuboku-Metzger

Total Project Budget (\$): \$149,997.20

On behalf of the Secretary of the Department of Public Safety, the Governor's Crime Commission (GCC) hereby awards this grant funding based upon the final application and in accordance with the laws and regulations of the United States and the State of North Carolina. Your funding initially is from the federal grant source listed herein. As funding levels change, the source of the funds may change. Subrecipients agree that they will abide by, and meet all match requirements, indicated above as Match Funding.

To view additional funding details, including totals by year and by expense type, you may access an Agreement Budget Summary in the North Carolina Enterprise Business System (EBS).

Award requirements include not only the conditions and limitations set forth in the application and special conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., code of federal regulation). Therefore, all key staff should receive the special conditions, the assurances and certifications provided GCC, and the application as approved by GCC, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award. No alterations of any kind may be made to this grant award.

The Special Conditions for this grant are posted publicly in the Governor's Crime Commission folder at https://public.powerdms.com/DPSNC/tree and also incorporated into this agreement.

By initialing here, I certify, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted on our behalf a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

Authorizing Official

Governor's Crime Commission

Signature of Authorizing Official Date

Signature of Director Date

Ron Smith

Caroline Farmer, Executive Director

Name of Authorizing Official

Name and Title of Director

Signed by:

Project Director

Handwritten signature of John Hatcher

12/4/2025 | 13:28:23 EST

Signature of Project Director Date

John Hatcher

Name of Project Director

## Federal Award Identification Worksheet

**Federal award identification :** 2025 VIOLENCE AGAINST WOMEN ACT

**Project ID :** 2000081455

**Subrecipient :** CITY OF STATESVILLE

**Federal Award Identification # (FAIN) :** 15JOVW-25-GG-00042-STOP

**Unique Entity ID (UEI) :** TJL4XPRPFDS3

**Federal award date :** July 1, 2025 To June 30, 2027

**Subaward period of performance start and end date :** October 1, 2025 To September 30, 2028

**Federal funds obligated in this agreement :** \$112,497.90

**Federal funds obligated to the subrecipient :** \$112,497.90

**Total federal award :** \$5,103,272.00

**Indirect cost rate for the federal award :** We do not receive an indirect cost rate

**Indirect cost rate to be used by the subrecipient :** 0.00%

**Identification of whether the award is research and development (R&D) :** We do not fund research and development

**Pass through entity and awarding official :** NC Governor's Crime Commission  
Caroline Farmer, Executive Director  
[Caroline.Farmer@ncdps.gov](mailto:Caroline.Farmer@ncdps.gov)

**Federal awarding agency :** USDOJ Office on Violence Against Women

OVW Fiscal Year 2025 STOP Formula Grant Program

"This program is authorized by 34 USC 10441, 10446-10451, 10454

Application #: GRANT14420727

**Federal award description :** The Services \* Training \* Officers \* Prosecutors (STOP) Violence Against Women Formula Grant Program (STOP Formula Grant Program) (CFDA 16.588) supports communities, including American Indian tribes and Alaska Native villages, in their efforts to develop and strengthen effective responses to domestic violence, dating violence, sexual assault, and stalking. For additional information see:\*OVW grant program information: <https://www.justice.gov/ovw/grant-programs>

# CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager  
**FROM:** David Onley, Chief of Police  
**DATE:** 6/29/2026 4:34 PM

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

## **COUNCIL ACTION REQUESTED:**

**Consider approving the first reading of a parking ordinance prohibiting vehicles from parking in the same block beyond the permitted time limit.**

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

Staff is requesting an ordinance specifying time restrictions for particular blocks as opposed to specific parking spaces. The current ordinance does not define how the time limits are enforced in a restricted parking area. Some individuals are interpreting the ordinance as specific space as opposed to an area (block). This ordinance would prohibit vehicles from moving one space in a specified time restricted area to evade those time restrictions and define the restricted area as a city block.

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

No previous actions defining time restricted spaces.

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

**Developing Our City:** N/A

**Connecting Our City:** N/A

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

**Strategic Plan Values:** We value Integrity

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

None

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

There would continue to be an undefined area in regards to time restricted parking spaces.

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

Staff requests approval of ordinance prohibiting the relocation of a vehicle to evade time restrictions.

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

I recommend approving this change. Without a clause such as this, enforcement may be minimal.

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

If approved, ordinance would require a second reading.

**9. Attachments:**

1. Ordinance for Parking Prohibited Same Block

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 12 MOTOR VEHICLE AND TRAFFIC, ARTICLE V – STOPPING, STANDING AND PARKING, DIVISION 1 – GENERALLY**

TA\_\_-\_\_

**WHEREAS**, The Statesville Police Department is requesting an addition to the text of the Code of the City of Statesville, addressing Chapter 12 Motor Vehicles and Traffic, Article V, Division 1; and

**WHEREAS**, the City of Statesville and the Statesville Police Department are taking proactive steps to simplify enforcement and promote equitable access to parking throughout the city;

**WHEREAS**, the City of Statesville and the Statesville Police Department want to support local business by encouraging and facilitating convenient, high turnover parking for customers and visitors,

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

**Add Section 12-141 as follows:**

**Sec. 12-141. – Relocation of Vehicle to Evade Time Restrictions Prohibited.**

No person shall park a vehicle in a time-limited parking zone longer than the posted limit, nor shall a vehicle be moved to another parking space within the same block for the purpose of avoiding the posted time restriction. The vehicle must be removed from the block for a minimum of two hours before returning to a time-limited space within that block. The vehicle may relocate to another block or street at the expiration of the initial time limit.

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

\_\_\_\_\_  
Leah Gaines-Messick, City Attorney

ATTEST:

\_\_\_\_\_  
Emily Kurfees, City Clerk

# CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager  
**FROM:** Stacey Everette, HR Director  
**DATE:** 6/29/2026 4:35 PM

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

## **COUNCIL ACTION REQUESTED:**

**Consider adopting a resolution approving the City's participation in the North Carolina Public Employee Deferred Compensation Plan ("NC 457 Plan"), a qualified governmental deferred compensation plan under Section 457(b) of the Internal Revenue Code, to provide eligible employees with an additional voluntary retirement savings opportunity.**

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

The North Carolina Public Employee Deferred Compensation Plan ("NC Deferred Comp") is a voluntary retirement savings program available to public employers throughout North Carolina. Adoption of the plan would allow eligible City employees to participate in a tax-advantaged retirement savings program administered by the State of North Carolina.

Participation in NC Deferred Comp provides employees with an additional retirement savings option through convenient payroll deductions. Employees may defer taxes on eligible pre-tax contributions until withdrawal, subject to applicable federal and state regulations.

The plan offers both Traditional pre-tax and Roth after-tax contribution options, providing employees with flexibility in retirement and tax planning. Participants also have access to a variety of investment options, retirement planning resources, and supplemental savings opportunities designed to support long-term financial wellness and retirement readiness.

Participation in NC Deferred Comp would also provide administrative and compliance support through the State-administered program and its third-party plan administrator. This structure is expected to reduce the City's administrative burden, fiduciary exposure, and compliance risk associated with plan administration, regulatory compliance, investment oversight, and related responsibilities.

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

N/A

### **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:** N/A

**Connecting Our Communities:** N/A

**Strategic Plan Values:** We value City Staff.

Providing employees with access to additional retirement savings opportunities supports the City's goals of employee recruitment, retention, workforce stability, and financial wellness.

Offering a supplemental retirement savings benefit helps the City remain competitive in attracting and retaining qualified employees while encouraging long-term financial preparedness and retirement readiness.

Adoption of the NC Deferred Comp Plan is also expected to reduce the City's fiduciary risk exposure by transferring many plan administration, compliance, investment oversight, and regulatory responsibilities to the State-administered program and its designated service providers.

**4. Budget/Funding Implications:**

There is no direct employer contribution requirement associated with the adoption of the NC Deferred Comp Plan.

Employee participation is voluntary and funded through employee payroll deductions. The administrative impact on the City is expected to be minimal, with enrollment and payroll deduction processes coordinated through Human Resources, Payroll, and the NC Retirement Systems Division.

**5. Consequences for Not Acting:**

The City will continue to retain administrative and fiduciary responsibilities associated with deferred compensation plan oversight rather than leveraging the specialized expertise, compliance support, and oversight available through the State-administered program.

**6. Department Recommendation:**

Human Resources recommends adoption of the NC 457 Deferred Compensation Plan to provide eligible employees with additional retirement savings opportunities, strengthen the City's overall benefits package, and reduce the administrative and fiduciary responsibilities currently managed internally by Human Resources.

**7. Manager Comments:**

I concur with the department recommendation.

**8. Next Steps:**

1. Execute the required participation and administrative agreements.
2. Coordinate implementation with NC Deferred Comp representatives.
3. Communicate plan availability and enrollment information to employees.
4. Coordinate payroll deduction setup and administrative procedures.
5. Conduct employee informational and enrollment sessions.

**9. Attachments:**

1. NC 457 EE Deferred Compensation Plan RESOLUTION

**RESOLUTION \_\_\_\_\_**

**RESOLUTION APPROVING THE ADOPTION OF THE NORTH CAROLINA  
PUBLIC EMPLOYEE DEFERRED COMPENSATION PLAN (NC 457)**

**WHEREAS**, the City of Statesville wishes to provide a qualified defined contribution plan to the employees of the City of Statesville.

**WHEREAS**, The State of North Carolina has established the North Carolina Public Employee Deferred Compensation Plan, a qualified governmental deferred compensation plan under Internal Revenue Code § 457(b) for public employees of North Carolina.

**THEREFORE**, be it resolved that, the City of Statesville hereby adopts the North Carolina Public Employee Deferred Compensation Plan also known as "NC Deferred Comp" under the terms of the Plan Document and the Third-Party Administrator Agreement. All employees shall become eligible to defer compensation immediately upon employment.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF STATESVILLE

By: \_\_\_\_\_  
J. Douglas Hendrix Mayor

ATTEST:

\_\_\_\_\_  
Emily Kurfees, City Clerk

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# CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager

**FROM:** Wm E. Vaughan, DPA, PE

**DATE:** 6/29/2026 4:35 PM

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

## **COUNCIL ACTION REQUESTED:**

**Consider approving a resolution supporting the new Catawba-Wateree Water Management Group Integrated Management Plan.**

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

The Catawba-Wateree River Basin Management Group's (the Group) water conservation efforts have been supported by the city since 2014. The Group's first basin-wide Water Supply Master Plan was published in 2014 and dealt with the extended water use and supply projections for the Catawba River and its 11 reservoirs through the year 2065. The master plan has been expanded as the 2025 Integrated Water Resources Plan.

City of Statesville is a dues paying member of the organization. Our FY 26 dues payment was \$7,331.

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

Resolution 12-14 recognized and supported the water conservation efforts of the Group.

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

**Developing Our City:** N/A

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

**Connecting Our Communities:** N/A

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

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

The city is an annual dues paying member of the Group. FY 26 dues were \$7,331.

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

Loss of public awareness concerning the water conservation efforts of the Group on behalf of the citizens of Statesville.

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

Pass the enclosed Resolution.

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

I concur with the department recommendation.

**8. Next Steps:**

Council pass the subject Resolution.

**9. Attachments:**

1. Catawba-Wateree IWRP Support Resolution (21May26)
3. IWRP\_Final\_Draft\_2025.12.31 (Online Only)
4. Resolution 12-14

**RES \_\_\_\_\_**  
**A RESOLUTION TO SUPPORT THE CATAWBA-WATEREE RIVER BASIN INTEGRATED  
WATER RESOURCES PLAN**

WHEREAS, the City Council of the City of Statesville, North Carolina participates in the Catawba-Wateree Water Management Group (the Group) through representatives from the Public Utilities Department; and

WHEREAS the City of Statesville has supported the water supply planning efforts of the Group since 2014; and

WHEREAS the major water source for the City of Statesville is the Catawba River; and

WHEREAS the Group's first basin-wide Water Supply Master Plan was published in 2014 and dealt with the extended water use and supply projections for the Catawba River and its 11 reservoirs through the year 2065 and has now been expanded as the Integrated Water Resources Plan; and

WHEREAS the Catawba-Wateree River basin provides drinking water for over two million people, electricity for over 4 million homes, recreational opportunities, critical ecological habitat, and supports economic development; and

WHEREAS a reliable water supply is critical to a sustainable environment, economy, and quality of life; and

WHEREAS comprehensive planning is critical for preserving and maintaining the necessary water supply to meet the continually growing demands on the basin's water resources; and

WHEREAS the new Integrated Water Resources Plan addresses the basin's needs through extensive collaboration, analysis, and long-term planning for both water quantity and water quality; and

WHEREAS the plan addresses the water supply needs of the citizens of Statesville;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Statesville hereby supports the 2025 Catawba-Wateree River Management Group Integrated Water Resources Plan and the recommendations presented therein.

CITY OF STATESVILLE, NORTH CAROLINA

\_\_\_\_\_  
J. Doug Hendrix, Mayor

ATTEST:

\_\_\_\_\_  
Emily Kurfees, Clerk for the City of Statesville

**RESOLUTION 12-14**

**TO SUPPORT THE CATAWBA-WATEREE RIVER BASIN WATER SUPPLY  
MASTER PLAN AS DEVELOPED BY THE CATAWBA-WATEREE WATER  
MANAGEMENT GROUP**

WHEREAS, the City of Statesville participates in the Catawba-Wateree Water Management Group through representatives from the Water Resources Department; and

WHEREAS, recent engineering studies have indicated significant water supply limitations as soon as mid-century (~Year 2050) in the Catawba-Wateree River and its eleven reservoirs; and

WHEREAS, the Catawba-Wateree Water Management Group has completed this Master Plan to secure a more sustainable water supply for future generations; and

WHEREAS, implementing actions called for in this Master Plan could take decades to successfully complete; and

WHEREAS, our representatives have participated in this Master Plan by providing input into the scope of work, engineering analysis, future modeling scenarios and results, and the recommendations presented; and

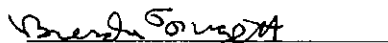
WHEREAS, we believe the Master Plan findings and recommendations achieve the goal of protecting, preserving, and extending the available water supply for all those that depend, or will depend, on this Catawba-Wateree River Basin for a safe, sustainable water supply; and

WHEREAS, we are confident that implementing the recommendations presented in the Master Plan offer the opportunity to extend available water yields well into the future.

NOW, THEREFORE, BE IT RESOLVED that the City of Statesville hereby supports the 2014 Catawba-Wateree River Basin Water Supply Master Plan and the recommendations presented therein.

Adopted this 20<sup>th</sup> day of October 2014

  
Constantine H. Kutteh, Mayor

  
Brenda Fugett, City Clerk



# CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager  
**FROM:** Wm E. Vaughan, DPA, PE, Public Utilities Director  
**DATE:** 6/29/2026 1:18 PM

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

## **COUNCIL ACTION REQUESTED:**

**Consider accepting (contingent upon NC DEQ approval) the bid for the Third Creek Sewer Extension project.**

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

The project design was completed, and staff received approval from DEQ to advertise for construction bids on March 25, 2026. Bid opening was held on May 15, 2026. After review of the bids received, it was determined that Sanders Utility Construction Company, Inc. (Charlotte NC) (Sanders) was the lowest responsive bidder with a bid of \$5,957,869.

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

Session Law S.L. 2023-134, Sec 12.2(e) provided \$3M in funds for economic development which is being applied to the project cost. Also, recent GA action in HB 696 will add an additional \$2M to the project funds for a total reimbursement from the state of \$5M.

The concurrent reimbursement agreement (agreement) with Prestige Land & Site Works LLC (Prestige) was approved by Council and executed by the Mayor on May 11, 2026. Prestige will reimburse the city for the difference between the state funding and the project construction cost. Also, the agreement allows for reimbursement of other allocable acquisition costs. The city is negotiating one easement which will be reimbursable.

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

**Developing Our City:** N/A

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

**Connecting Our Communities:** N/A

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

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

Project construction cost (\$5,957,869) will require the initial use of programmed FY 27 CIP funds to award the contract. Upon reimbursement, programmed FY 27 CIP projects will move forward.

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

Delay in project construction will adversely affect area economic development and/or cause local businesses to incur additional wastewater management costs (e.g., the current pump-n-haul agreement between the city and Origin Foods whose termination is keyed to the completion of this

project by a date certain).

Not meeting DEQ funds obligation deadlines would result in loss of state funds.

**6. Department Recommendation:**

City Council accept the Sanders bid contingent upon final approvals from the NC Department of Environmental Quality (NC DEQ) and authorize the City Manager to issue the notice of award (NOA) and execute the applicable construction contract.

**7. Manager Comments:**

The amendment the Council recently approved regarding the reimbursement agreement associated with this project provides the protection necessary to ensure the project is completed, and that the financial obligations are set forth. This is doubly important because the bid (\$5.9m) is higher than the amount obligated by the state for the project (\$5m). I recommend approving this request, as it is necessary to move this longstanding project forward.

**8. Next Steps:**

- a. Upon final approval from NC DEQ: issue the notice of award (NOA); execute the construction contract documents.
- b. Upon final submittal reviews and approvals by staff and the engineer-of-record, staff will issue the notice-to-proceed (NTP).

**9. Attachments:**

1. Bid Cert & Award Recommendation (8 Jun 26)



JUNE 8, 2026

MR. WILLIAM VAUGHAN, PE  
PUBLIC UTILITIES DIRECTOR  
CITY OF STATESVILLE  
227 S. CENTER STREET  
STATESVILLE, NC 28677

**SUBJECT: Recommendation of Award**  
**Third Creek Sewer Extension**  
**WK Dickson No.: 20230465.00.CL**  
**DWI Project No.: SRP-W-134-0308**

Dear Mr. Vaughan:

Enclosed is the final ~~Certified Bid Tabulation~~ for the subject project. A total of twelve (12) bids were submitted. The three lowest bidders, listed in ascending order, were Precision Earth and Pipe, LLC, Elite Infrastructure Group, LLC, and Sanders Utility Construction Company, Inc.

As noted in your enclosed letters to both Precision Earth and Pipe, LLC and Elite Infrastructure Group, LLC, neither bidder's Qualifications Statement showed compliance with the requirements of Document 33 31 11 - Public Sanitary Sewerage Gravity Piping - Paragraph 1.7.B which states that the installer must be a company specializing in performing Work of the section (33 31 11) with a minimum of 10 years documented experience. The Qualifications Statements submitted with the bid package for Precision Earth and Pipe, LLC and Elite Infrastructure Group, LLC stated experience of 8 years and 3 years, respectively. With the experience of each being less than 10 years, the bids submitted by Precision Earth and Pipe, LLC and Elite Infrastructure Group, LLC have been determined to be non-responsive.

Based on the above determination, Sanders Utility Construction Company, Inc. is considered to be the lowest responsive, responsible bidder. Sanders Utility Construction Company, Inc. submitted a bid in the amount of \$5,957,869.00. Having knowledge of their experience with similar projects of this nature, review of their Qualifications Statement, and their reputation throughout the industry, we feel confident that they are prepared and capable of performing the work.



Based on the information we have received at this time, we recommend the City of Statesville award the contract to Sanders Utility Construction Company, Inc. in the amount of \$5,957,869.00 to perform the subject work, contingent upon final approval from the Division of Water Infrastructure (DWI).

The entire original bid package from Sanders Utility Construction Company, Inc. is enclosed. Please be aware that the City's certification is required on the Good Faith Efforts Form (Document 00 43 40) in Sanders Utility Construction Company, Inc. bid package. This is required by DWI.

We appreciate the opportunity to provide this service for the City of Statesville and we are available to address any questions you may have.

Sincerely,

Edwin Suddreth, PE  
Project Director



6/8/2026

Enclosures



PO Box 1111 Statesville, NC 28687

11345  
Serial PUD/065  
29 May 2026

Precision Earth & Pipe, LLC  
Attn: James Lindsley, Owner/President  
2000 Brentwood Road, Suite 9  
Raleigh NC 27604

Subject: Bid Responsiveness Determination, 3<sup>rd</sup> Creek Sewer Extension

References: (a) Bid opening, 15 May 26  
(b) § 00 01 01, Bid Documents for Third Creek Sewer Extension (April 2026)  
(c) § 3.01 B, Bid Documents for Third Creek Sewer Extension (April 2026)  
(d) § 33 31 11, Bid Documents for Third Creek Sewer Extension (April 2026)

Dear Mr. Lindsley:

Your bid submitted on May 15, 2026, in accordance with the overall contract documents for the subject project (references [a] and [b]), has been found to be non-responsive under § 33 31 11, Clause 1.7 B of the contract specifications: responsibility was not demonstrated by your required *curriculum vitae* submittal (reference [c]). Specifically, you failed to show your company as an installer “specializing in performing [the] Work of [section 33 31 11 of the specifications] with a minimum of 10 years [of] documented experience.”

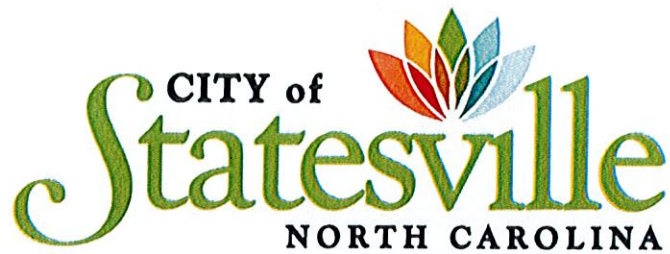
The city appreciates your bid submittal, recognizing the effort to prepare such. Point of contact is the undersigned at phone (704) 761-2383, email [wvaughan@statesvillenc.net](mailto:wvaughan@statesvillenc.net).

Sincerely,

William E. Vaughan, DPA, PE  
Public Utilities Director

Cc: Mr. Scott Harrell, PE, Assistant City Manager  
Ms. Leah Messick, Esq., City Attorney  
Mr. Edwin Suddreth, PE, Ardurra

[www.statesvillenc.net](http://www.statesvillenc.net)



PO Box 1111 Statesville, NC 28687

11345  
Serial PUD/066  
29 May 2026

Elite Infrastructure Group LLC  
Attn: William Duke, Owner  
2675 Old Charlotte Hwy  
Monroe NC 28110

Subject: Bid Responsiveness Determination, 3<sup>rd</sup> Creek Sewer Extension

References: (a) Bid opening, 15 May 26  
(b) § 00 01 01, Bid Documents for Third Creek Sewer Extension (April 2026)  
(c) § 3.01 B, Bid Documents for Third Creek Sewer Extension (April 2026)  
(d) § 33 31 11, Bid Documents for Third Creek Sewer Extension (April 2026)

Dear Mr. Duke:

Your bid submitted on May 15, 2026, in accordance with the overall contract documents for the subject project (references [a] and [b]), has been found to be non-responsive under § 33 31 11, Clause 1.7 B of the contract specifications: responsibility was not demonstrated by your required *curriculum vitae* submittal (reference [c]). Specifically, you failed to show your company as an installer “specializing in performing [the] Work of [section 33 31 11 of the specifications] with a minimum of 10 years [of] documented experience.”

The city appreciates your bid submittal, recognizing the effort to prepare such. Point of contact is the undersigned at phone (704) 761-2383, email [wvaughan@statesvillenc.net](mailto:wvaughan@statesvillenc.net).

Sincerely,

A handwritten signature in blue ink, appearing to read "William E. Vaughan".

William E. Vaughan, DPA, PE  
Public Utilities Director

Cc: Mr. Scott Harrell, PE, Assistant City Manager  
Ms. Leah Messick, Esq., City Attorney  
Mr. Edwin Suddreth, PE, Ardurra

[www.statesvillenc.net](http://www.statesvillenc.net)

**BID TABULATION**  
**Third Creek Sewer Extension**  
**City of Statesville**  
**BID DATE: May 15, 2026**  
**WKO Project No. 20230465.00.CL**

ITEM NO.	DESCRIPTION	Unit	Est. Quan	Unit Price	Extended Total	NON-RESPONSIVE (Based on 33.31.11.1.7.B and information provided in 00.45.13.8.0.2)	NON-RESPONSIVE (Based on 33.31.11.1.7.B and information provided in 00.45.13.8.0.2)	NON-RESPONSIVE (Based on 33.31.11.1.7.B and information provided in 00.45.13.8.0.2)	NON-RESPONSIVE (Incorrect Bid Form)
01.70.00-01	Final Inspection, Testing, Cleanup and Closeout	LS	1	\$93,550.00	\$93,550.00				
01.71.13-01	Mobilization, Insurance, Permits and Bonds	LS	1	\$169,950.50	\$169,950.50				
31.10.00-01	Clearing	AC	12	\$8,750.95	\$105,011.40				
31.23.16.26-01	Rock Excavation	CY	5000	\$367,500.00	\$1,837,500.00				
31.23.33-01	Select Backfill	CY	8000	\$62.50	\$500,000.00				
31.23.33-02	Foundation Stone	CY	1010	\$112.50	\$113,625.00				
31.25.13-01	Erosion Control	LS	1	\$113,625.00	\$113,625.00				
31.52.00-01	Stream Crossing, Open Cut (includes bypass)	EA	3	\$125,950.00	\$377,850.00				
32.92.19-01	Restoration, Seeding, and Mulching	AC	19	\$33,350.55	\$633,260.45				
33.05.07.23-01	30" Dia Steel Casing (I=0.312"), No Carrier Pipe, Jack & Bore (In Soil)	LF	145	\$365.55	\$52,804.75				
33.05.07.23-02	30" Dia Steel Casing (I=0.312"), No Carrier Pipe, Jack & Bore (Net In Soil)	LF	145	\$129,854.75	\$18,828.94				
33.05.61-01	4" Dia Manhole, complete (0-6 ft deep)	EA	42	\$87,555.50	\$3,677,931.00				
33.05.61-02	4" Dia Manhole, Additional Vertical Footage (>6 ft deep)	VF	392	\$425.00	\$166,600.00				
33.05.61-03	5" Dia Manhole, complete (0-6 ft deep)	EA	9	\$9,975.50	\$89,779.50				
33.05.61-04	5" Dia Manhole, Additional Vertical Footage (>6 ft deep)	VF	161	\$62,332.52	\$10,036,721.00				
33.31.11-01	18" Restrainted Joint DIP Gravy Sewer (Installed in Casing)	LF	290	\$285.95	\$82,925.50				
33.31.11-02	8" DIP Gravy Sewer (0-6 ft deep)	LF	111	\$97.55	\$10,828.05				
33.31.11-03	8" DIP Gravy Sewer (6-9 ft deep)	LF	262	\$107.35	\$28,178.10				
33.31.11-04	8" DIP Gravy Sewer (9-12 ft deep)	LF	82	\$139.33	\$11,425.06				
33.31.11-05	8" DIP Gravy Sewer (12-15 ft deep)	LF	32	\$169.33	\$5,418.56				
33.31.11-06	8" DIP Gravy Sewer (15-18 ft deep)	LF	93	\$179.77	\$16,718.61				
33.31.11-07	8" DIP Gravy Sewer (18-21 ft deep)	LF	193	\$199.33	\$38,470.69				
33.31.11-08	8" DIP Gravy Sewer (21-24 ft deep)	LF	114	\$239.33	\$27,283.62				
33.31.11-09	8" PVC Gravy Sewer (0-6 ft deep)	LF	494	\$61.33	\$30,297.02				
33.31.11-10	8" PVC Gravy Sewer (6-9 ft deep)	LF	315	\$77.99	\$24,566.85				
33.31.11-11	8" PVC Gravy Sewer (9-12 ft deep)	LF	16	\$91.33	\$1,461.28				
33.31.11-12	8" PVC Gravy Sewer (12-15 ft deep)	LF	27	\$159.77	\$4,313.79				
33.31.11-13	8" PVC Gravy Sewer (15-18 ft deep)	LF	37	\$167.77	\$6,207.49				
33.31.11-14	15" PVC Gravy Sewer (0-6 ft deep)	LF	5	\$167.99	\$839.95				
33.31.11-15	15" PVC Gravy Sewer (6-9 ft deep)	LF	5	\$183.00	\$915.00				
33.31.11-16	15" PVC Gravy Sewer (9-12 ft deep)	LF	330	\$193.55	\$63,871.50				
33.31.11-17	15" PVC Gravy Sewer (12-15 ft deep)	LF	1781	\$209.99	\$373,992.19				
33.31.11-18	15" PVC Gravy Sewer (15-18 ft deep)	LF	270	\$249.33	\$67,319.10				
33.31.11-19	16" DIP Gravy Sewer (0-6 ft deep)	LF	5	\$259.00	\$1,295.00				
33.31.11-20	16" DIP Gravy Sewer (6-9 ft deep)	LF	5	\$265.00	\$1,325.00				
33.31.11-21	16" DIP Gravy Sewer (9-12 ft deep)	LF	5	\$1,399.75	\$6,998.75				
33.31.11-22	16" DIP Gravy Sewer (12-15 ft deep)	LF	5	\$293.50	\$1,467.50				
33.31.11-23	16" DIP Gravy Sewer (15-18 ft deep)	LF	240	\$316.55	\$76,000.00				
33.31.11-24	16" DIP Gravy Sewer (18-21 ft deep)	LF	463	\$325.95	\$150,914.85				
33.31.11-25	16" DIP Gravy Sewer (21-24 ft deep)	LF	215	\$333.33	\$71,665.95				
33.31.11-26	18" DIP Gravy Sewer (0-6 ft deep)	LF	275	\$377.50	\$103,812.50				
33.31.11-27	18" DIP Gravy Sewer (6-9 ft deep)	LF	5	\$263.50	\$1,317.50				
33.31.11-28	18" DIP Gravy Sewer (9-12 ft deep)	LF	29	\$277.33	\$8,042.57				
33.31.11-29	18" DIP Gravy Sewer (12-15 ft deep)	LF	53	\$289.95	\$15,367.35				
33.31.11-30	18" DIP Gravy Sewer (15-18 ft deep)	LF	332	\$299.55	\$99,450.60				
33.31.11-31	18" DIP Gravy Sewer (18-21 ft deep)	LF	64	\$329.33	\$21,077.12				
33.31.11-32	18" DIP Gravy Sewer (21-24 ft deep)	LF	48	\$337.50	\$16,335.00				
33.31.11-33	18" DIP Gravy Sewer (24-30 ft deep)	LF	60	\$355.99	\$21,359.40				
33.31.11-34	18" DIP Gravy Sewer (24-30 ft deep)	LF	90	\$379.33	\$34,139.70				
33.31.11-35	18" PVC Gravy Sewer (0-6 ft deep)	LF	5	\$215.95	\$1,079.75				
33.31.11-36	18" PVC Gravy Sewer (6-9 ft deep)	LF	5	\$235.55	\$1,177.75				
33.31.11-37	18" PVC Gravy Sewer (9-12 ft deep)	LF	200	\$243.55	\$48,710.00				
33.31.11-38	18" PVC Gravy Sewer (12-15 ft deep)	LF	4717	\$297.55	\$1,403,543.35				
33.31.11-39	Connection to Existing Manhole	EA	1	\$19,039.37	\$19,039.37				
<b>Total Bid Price (Total of all Unit Price Bids)</b>					<b>\$5,524,086.10</b>				
						\$5,524,086.10	\$5,524,086.10	\$5,524,086.10	\$5,524,086.10

**BID TABULATION**  
**Third Creek Sewer Extension**  
**City of Statesville**  
**BID DATE: May 15, 2026**  
**WKD Project No. 20230465.00.C1**

ITEM NO.	DESCRIPTION	Unit	Est. Quant.	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
01 70 00-01	Final Inspection, Testing, Cleanup and Closeout	LS	1	\$54,196.00	\$54,196.00				
01 71 13-01	Mobilization, Insurance, Permits and Bonds	LS	1	\$330,540.00	\$330,540.00				
01 72 00-01	Clearing	AC	12	\$248,004.00	\$2,976,048.00				
31 23 16-26-01	Rock Excavation	CY	5000	\$198.00	\$990,000.00				
31 23 33-01	Sealed Backfill	CY	8000	\$46.00	\$368,000.00				
31 23 33-02	Foundation Stone	CY	1010	\$115.140.00	\$116,291.40				
31 25 13-01	Erosion Control	LS	1	\$241,088.00	\$241,088.00				
31 52 00-01	Stream Crossing, Open Cut (includes bypass)	EA	3	\$39,244.00	\$117,732.00				
32 92 19-01	Restoration, Seeding, and Mulching	AC	19	\$3,063.00	\$58,197.00				
33 05 07-23-01	30" Dia Steel Casing (1=0.3127", No Camer, Pipe, Jack & Bore (in Soil))	LF	145	\$2,073.00	\$300,585.00				
33 05 07-23-02	30" Dia Steel Casing (1=0.3127", No Camer, Pipe, Jack & Bore (Not in Soil))	LF	145	\$3,948.00	\$572,460.00				
33 05 61-01	4" Dia Manhole, complete (0-6 ft deep)	EA	42	\$4,800.00	\$201,600.00				
33 05 61-02	4" Dia Manhole, Additional Vertical Footage (>6 ft deep)	EA	392	\$338.00	\$132,496.00				
33 05 61-03	5" Dia Manhole, complete (0-6 ft deep)	EA	9	\$6,889.00	\$62,001.00				
33 05 61-04	5" Dia Manhole, Additional Vertical Footage (>6 ft deep)	EA	161	\$7,527.50	\$1,212,127.50				
33 31 11-01	18" Restrained Joint DIP Gravity Sewer (installed in Casing)	LF	290	\$168.00	\$48,720.00				
33 31 11-02	8" DIP Gravity Sewer (0-6 ft deep)	LF	111	\$164.00	\$18,204.00				
33 31 11-03	8" DIP Gravity Sewer (6-9 ft deep)	LF	262	\$169.00	\$44,278.00				
33 31 11-04	8" DIP Gravity Sewer (9-12 ft deep)	LF	82	\$191.00	\$15,662.00				
33 31 11-05	8" DIP Gravity Sewer (12-15 ft deep)	LF	32	\$225.00	\$7,200.00				
33 31 11-06	8" DIP Gravity Sewer (15-18 ft deep)	LF	83	\$261.00	\$21,621.00				
33 31 11-07	8" DIP Gravity Sewer (18-21 ft deep)	LF	193	\$304.00	\$58,672.00				
33 31 11-08	8" DIP Gravity Sewer (21-24 ft deep)	LF	114	\$246.00	\$28,044.00				
33 31 11-09	8" PVC Gravity Sewer (0-6 ft deep)	LF	494	\$138.00	\$68,172.00				
33 31 11-10	8" PVC Gravity Sewer (6-9 ft deep)	LF	315	\$137.00	\$43,155.00				
33 31 11-11	8" PVC Gravity Sewer (9-12 ft deep)	LF	16	\$160.00	\$2,560.00				
33 31 11-12	8" PVC Gravity Sewer (12-15 ft deep)	LF	27	\$200.00	\$5,400.00				
33 31 11-13	8" PVC Gravity Sewer (15-18 ft deep)	LF	37	\$238.00	\$8,806.00				
33 31 11-14	15" PVC Gravity Sewer (0-6 ft deep)	LF	5	\$168.00	\$840.00				
33 31 11-15	15" PVC Gravity Sewer (6-9 ft deep)	LF	5	\$175.00	\$875.00				
33 31 11-16	15" PVC Gravity Sewer (9-12 ft deep)	LF	300	\$196.00	\$58,800.00				
33 31 11-17	15" PVC Gravity Sewer (12-15 ft deep)	LF	1781	\$220.00	\$391,820.00				
33 31 11-18	15" PVC Gravity Sewer (15-18 ft deep)	LF	270	\$265.00	\$71,550.00				
33 31 11-19	15" DIP Gravity Sewer (0-6 ft deep)	LF	5	\$220.00	\$1,100.00				
33 31 11-20	15" DIP Gravity Sewer (6-9 ft deep)	LF	5	\$226.00	\$1,130.00				
33 31 11-21	15" DIP Gravity Sewer (9-12 ft deep)	LF	5	\$247.00	\$1,235.00				
33 31 11-22	15" DIP Gravity Sewer (12-15 ft deep)	LF	5	\$291.00	\$1,455.00				
33 31 11-23	15" DIP Gravity Sewer (15-18 ft deep)	LF	240	\$316.00	\$75,840.00				
33 31 11-24	15" DIP Gravity Sewer (18-21 ft deep)	LF	483	\$354.00	\$170,902.00				
33 31 11-25	15" DIP Gravity Sewer (21-24 ft deep)	LF	215	\$402.00	\$86,430.00				
33 31 11-26	15" DIP Gravity Sewer (24+ ft deep)	LF	275	\$570.00	\$156,750.00				
33 31 11-27	18" DIP Gravity Sewer (0-6 ft deep)	LF	5	\$236.00	\$1,180.00				
33 31 11-28	18" DIP Gravity Sewer (6-9 ft deep)	LF	29	\$243.00	\$7,047.00				
33 31 11-29	18" DIP Gravity Sewer (9-12 ft deep)	LF	53	\$268.00	\$14,196.00				
33 31 11-30	18" DIP Gravity Sewer (12-15 ft deep)	LF	332	\$285.00	\$95,116.00				
33 31 11-31	18" DIP Gravity Sewer (15-18 ft deep)	LF	64	\$333.00	\$21,312.00				
33 31 11-32	18" DIP Gravity Sewer (18-21 ft deep)	LF	49	\$373.00	\$18,277.00				
33 31 11-33	18" DIP Gravity Sewer (21-24 ft deep)	LF	60	\$418.00	\$25,080.00				
33 31 11-34	18" DIP Gravity Sewer (24+ ft deep)	LF	90	\$471.00	\$42,390.00				
33 31 11-35	18" PVC Gravity Sewer (0-6 ft deep)	LF	5	\$187.00	\$935.00				
33 31 11-36	18" PVC Gravity Sewer (6-9 ft deep)	LF	5	\$194.00	\$970.00				
33 31 11-37	18" PVC Gravity Sewer (9-12 ft deep)	LF	200	\$214.00	\$42,800.00				
33 31 11-38	18" PVC Gravity Sewer (12-15 ft deep)	LF	4717	\$240.00	\$1,132,080.00				
33 31 11-39	Connection, to Existing Manhole	EA	1	\$7,849.00	\$7,849.00				
<b>Total Bid Price (Total of all Unit Price Bids)</b>					<b>\$6,619,838.00</b>				

Dellinger, Inc.  
 PO Box 929  
 Monroe, NC 28111  
 License No. 05992

County Boy Landscaping, Inc.  
 PO Box 290  
 Harmony, NC 28634  
 License No. 67108

Prestige Land & Site Works, LLC  
 820 Forest Point Circle, #120  
 Charlotte, NC 28273  
 License No. 82186

Park Construction of NC, Inc.  
 PO Box 500  
 Morrisville, NC 27560  
 License No. 61200

**BID TABULATION**  
**Third Creek Sewer Extension**  
**City of Statesville**  
**BID DATE: May 15, 2026**  
**WKD Project No. 20230465.00.CL**

ITEM NO.	DESCRIPTION	Unit	Est. QTY.	Unit Price	Extended Total	State Utility Contractors, Inc PO Box 5019 Monroe, NC 28111 License No. 17793	Locke Lane Construction 5063 Taylorsville Highway Stony Point, NC 28678 License No. 65575	Moffat Pipe Inc. 701 Finger Lakes Drive Wake Forest, NC 27587 License No. 54906
01 70 00-01	Final Inspection, Testing, Cleanup and Closeout	LS	1	\$235,977.00	\$235,977.00			
01 71 13-01	Mobilization, Insurance, Permits and Bonds	LS	1	\$179,804.00	\$179,804.00			
31 10 00-01	Cleaning	AC	12	\$198,624.00	\$2,383,488.00			
31 23 16 26-01	Rock Excavation	CY	5000	\$105.00	\$525,000.00			
31 23 33-01	Select Backfill	CY	8000	\$34.00	\$272,000.00			
31 23 33-02	Foundation Stone	CY	1010	\$76.00	\$78,760.00			
31 25 13-01	Erosion Control	LS	1	\$799,209.00	\$799,209.00			
31 52 00-01	Stream Crossing, Open Cut (includes bypass)	EA	3	\$29,866.00	\$89,598.00			
32 92 19-01	Restoration, Seeding, and Mulching	AC	19	\$4,184.00	\$79,496.00			
33 05 07 23-01	30" Dia Steel Casing (t=0.312"), No Carrier Pipe, Jack & Bore (in Soil)	LF	145	\$1,650.00	\$239,250.00			
33 05 07 23-02	30" Dia Steel Casing (t=0.312"), No Carrier Pipe, Jack & Bore (Not in Soil)	LF	145	\$1,650.00	\$239,250.00			
33 05 61-01	4" Dia Manhole, complete (0-6 ft deep)	EA	42	\$10,922.00	\$458,724.00			
33 05 61-02	4" Dia Manhole Additional Vertical Footage (>6 ft deep)	VF	392	\$247.00	\$96,824.00			
33 05 61-03	5" Dia Manhole, complete (0-6 ft deep)	EA	9	\$12,754.00	\$114,786.00			
33 05 61-04	5" Dia Manhole Additional Vertical Footage (>6 ft deep)	VF	161	\$394.00	\$63,434.00			
33 31 11-01	18" Restrained Joint DIP Gravitly Sewer (installed in Casing)	LF	290	\$303.00	\$87,870.00			
33 31 11-02	8" DIP Gravitly Sewer (0-6 ft deep)	LF	111	\$348.00	\$38,628.00			
33 31 11-03	8" DIP Gravitly Sewer (6-9 ft deep)	LF	262	\$348.00	\$91,176.00			
33 31 11-04	8" DIP Gravitly Sewer (9-12 ft deep)	LF	82	\$348.00	\$28,536.00			
33 31 11-05	8" DIP Gravitly Sewer (12-15 ft deep)	LF	32	\$348.00	\$11,136.00			
33 31 11-06	8" DIP Gravitly Sewer (15-18 ft deep)	LF	93	\$348.00	\$32,364.00			
33 31 11-07	8" DIP Gravitly Sewer (18-21 ft deep)	LF	193	\$348.00	\$67,164.00			
33 31 11-08	8" DIP Gravitly Sewer (21-24 ft deep)	LF	114	\$348.00	\$39,672.00			
33 31 11-09	8" PVC Gravitly Sewer (0-6 ft deep)	LF	494	\$315.00	\$155,610.00			
33 31 11-10	8" PVC Gravitly Sewer (6-9 ft deep)	LF	315	\$315.00	\$99,225.00			
33 31 11-11	8" PVC Gravitly Sewer (9-12 ft deep)	LF	16	\$315.00	\$5,040.00			
33 31 11-12	8" PVC Gravitly Sewer (12-15 ft deep)	LF	27	\$315.00	\$8,505.00			
33 31 11-13	8" PVC Gravitly Sewer (15-18 ft deep)	LF	37	\$315.00	\$11,655.00			
33 31 11-14	15" PVC Gravitly Sewer (0-6 ft deep)	LF	5	\$366.00	\$1,830.00			
33 31 11-15	15" PVC Gravitly Sewer (6-9 ft deep)	LF	5	\$366.00	\$1,830.00			
33 31 11-16	15" PVC Gravitly Sewer (9-12 ft deep)	LF	330	\$366.00	\$120,780.00			
33 31 11-17	15" PVC Gravitly Sewer (12-15 ft deep)	LF	1781	\$366.00	\$651,846.00			
33 31 11-18	15" PVC Gravitly Sewer (15-18 ft deep)	LF	270	\$366.00	\$98,820.00			
33 31 11-19	16" DIP Gravitly Sewer (0-6 ft deep)	LF	5	\$402.00	\$2,010.00			
33 31 11-20	16" DIP Gravitly Sewer (6-9 ft deep)	LF	5	\$402.00	\$2,010.00			
33 31 11-21	16" DIP Gravitly Sewer (9-12 ft deep)	LF	5	\$402.00	\$2,010.00			
33 31 11-22	16" DIP Gravitly Sewer (12-15 ft deep)	LF	5	\$402.00	\$2,010.00			
33 31 11-23	16" DIP Gravitly Sewer (15-18 ft deep)	LF	240	\$402.00	\$96,480.00			
33 31 11-24	16" DIP Gravitly Sewer (18-21 ft deep)	LF	463	\$402.00	\$186,126.00			
33 31 11-25	16" DIP Gravitly Sewer (21-24 ft deep)	LF	215	\$402.00	\$86,430.00			
33 31 11-26	18" DIP Gravitly Sewer (0-6 ft deep)	LF	275	\$402.00	\$110,550.00			
33 31 11-27	18" DIP Gravitly Sewer (6-9 ft deep)	LF	5	\$435.00	\$2,175.00			
33 31 11-28	18" DIP Gravitly Sewer (9-12 ft deep)	LF	29	\$435.00	\$12,615.00			
33 31 11-29	18" DIP Gravitly Sewer (12-15 ft deep)	LF	53	\$435.00	\$23,055.00			
33 31 11-30	18" DIP Gravitly Sewer (15-18 ft deep)	LF	332	\$435.00	\$144,420.00			
33 31 11-31	18" DIP Gravitly Sewer (18-21 ft deep)	LF	64	\$435.00	\$27,840.00			
33 31 11-32	18" DIP Gravitly Sewer (21-24 ft deep)	LF	49	\$435.00	\$21,315.00			
33 31 11-33	18" DIP Gravitly Sewer (24+ ft deep)	LF	60	\$435.00	\$26,100.00			
33 31 11-34	18" PVC Gravitly Sewer (0-6 ft deep)	LF	90	\$435.00	\$39,150.00			
33 31 11-35	18" PVC Gravitly Sewer (6-9 ft deep)	LF	5	\$370.00	\$1,850.00			
33 31 11-36	18" PVC Gravitly Sewer (9-12 ft deep)	LF	5	\$370.00	\$1,850.00			
33 31 11-37	18" PVC Gravitly Sewer (12-15 ft deep)	LF	200	\$370.00	\$74,000.00			
33 31 11-38	18" PVC Gravitly Sewer (15-18 ft deep)	LF	4717	\$370.00	\$1,745,290.00			
33 31 11-39	Connection to Existing Manhole	EA	1	\$13,810.00	\$13,810.00			
					<b>Total Bid Price (Total of all Unit Price Bids)</b>	<b>\$7,843,539.00</b>	<b>\$8,378,253.00</b>	<b>\$10,283,572.00</b>
						<i>*Math Error Corrected</i>		

I hereby certify that the above is a true and correct  
(to the best of my knowledge) tabulation of bids received on May 15, 2026.

Edwin Sudreth, PE  
W.K. Dickson & Co., LLC  
An Ardurra Company



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# **CITY COUNCIL ACTION REQUEST**

**TO:** Ron Smith, City Manager  
**FROM:** Joseph Campbell, Planner II  
**DATE:** 7/2/2026 9:22 AM

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

## **COUNCIL ACTION REQUESTED:**

**Consider approving the second reading of an ordinance to annex AX26-08: 114 Bristol Drive, filed by Mr. Jorge Valdez on behalf of the property owner The Painter's Personal Touch LLC, for approximately 0.36 acres located at the corner of Bristol Drive and Garner Bagnal Boulevard.**

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

The property is two parcels, approximately 0.36 acres located along D Street and Bristol Drive. The applicant is requesting voluntary annexation for public utility access.

- **Ward:** If annexed into the City, this property should be designated as Ward 3.
- **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 2, and there are no concerns from fire.
- **Police:** No concerns at this time, additional staffing will be requested as population rises.
- **Water/Sewer:** 12 inch water line, and 8 inch sewer line along Bristol Drive.
- **Public Works: Sanitation** can service this site.
- **Electricity:** The site is in Statesville's Public Power and is currently being served.

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

The City Council heard the first reading and public hearing on June 15, 2026. No one from the public spoke 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:** 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 \$33,540.

**5. Consequences for Not Acting:**

N/A

**6. Department Recommendation:**

The site meets the statutory requirements for contiguous annexation.

**7. Manager Comments:**

Recommend for Approval.

**8. Next Steps:**

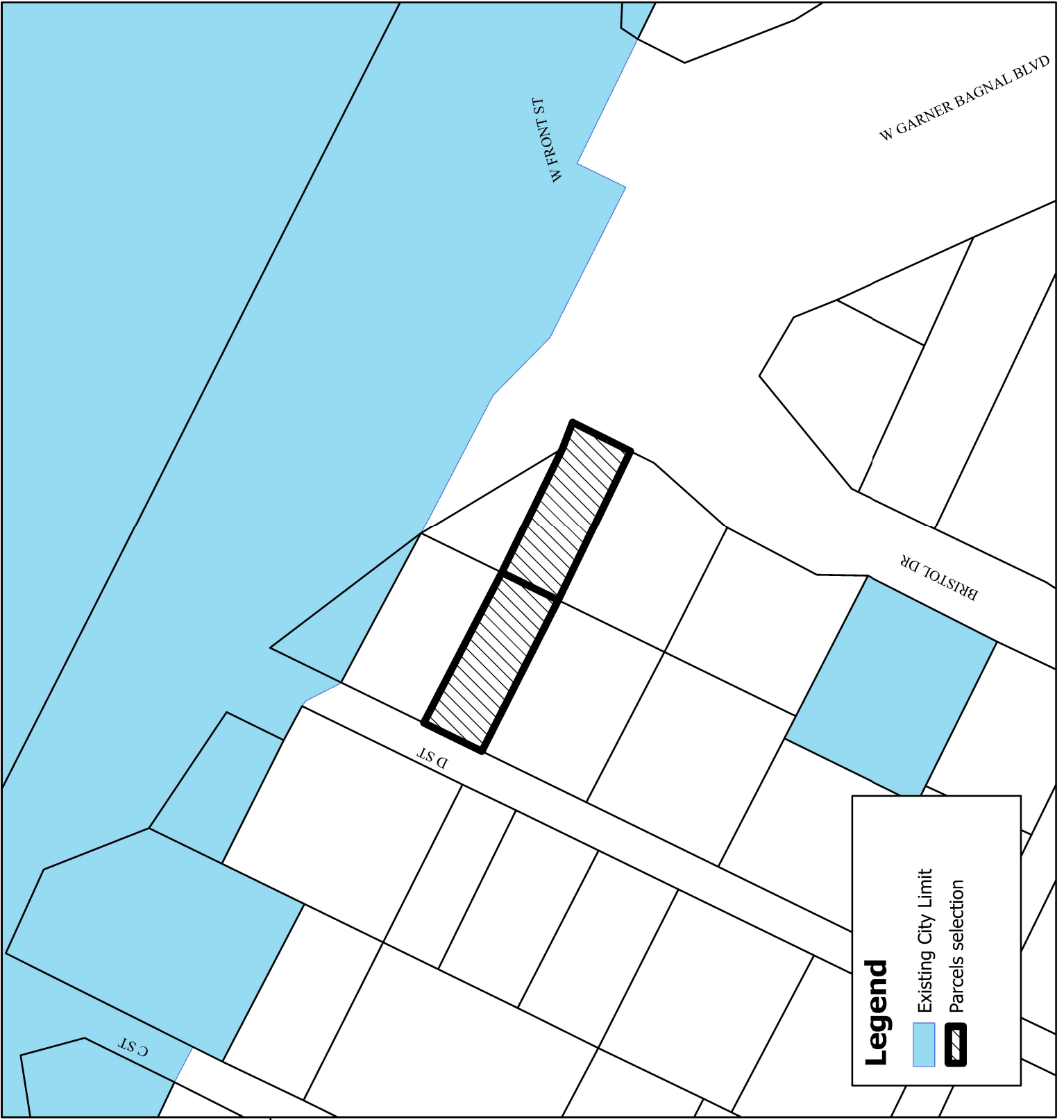
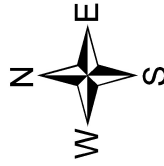
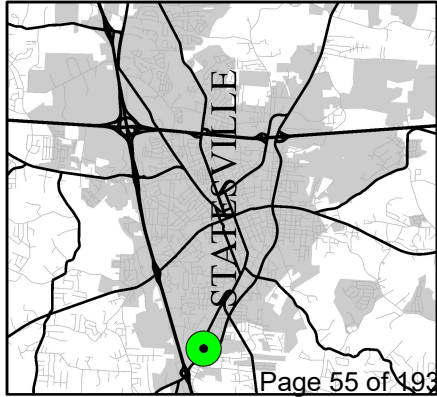
If approved, staff will execute the ordinance.

**9. Attachments:**

1. AX26-08 114 Bristol Drive - CAR PH Attachments
2. Ordinance

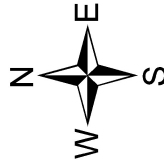
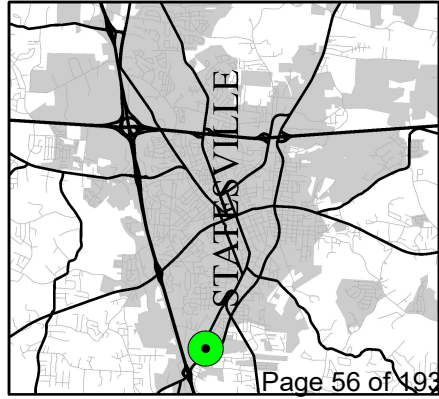
**City of Statesville  
Planning Department**

AX26-08  
114 Bristol Drive  
4724-68-6792 & 4724-68-5778



**City of Statesville  
Planning Department**

AX26-08  
114 Bristol Drive  
4724-68-6792 & 4724-68-5778





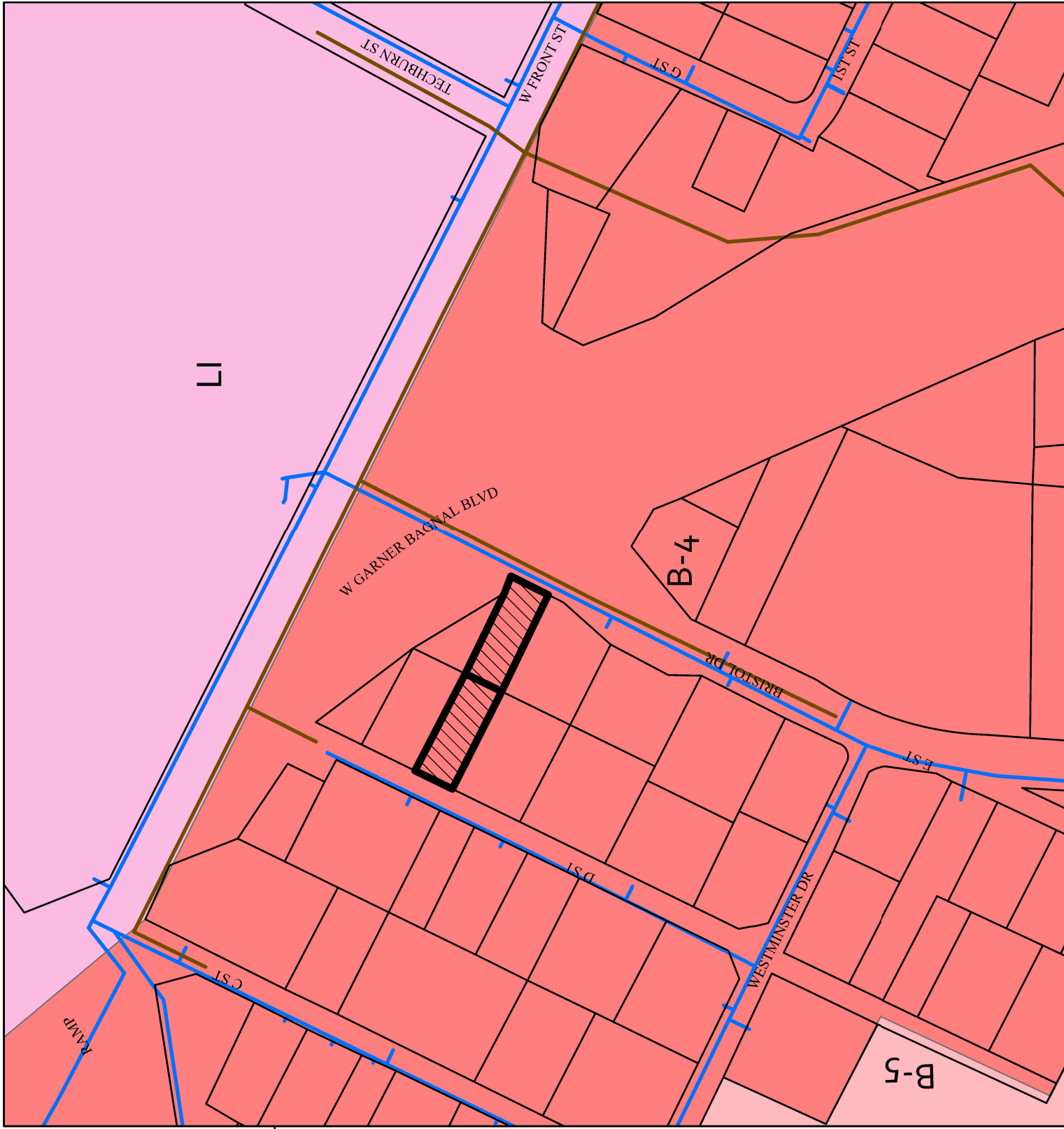
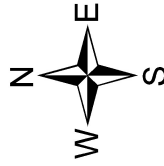
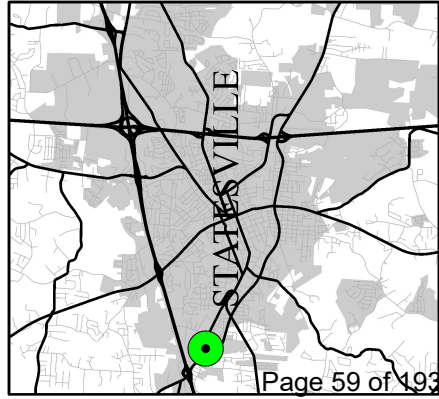
SAX26-08 114 Bristol Drive – Site Photo (From Garner Bargnal Blvd)

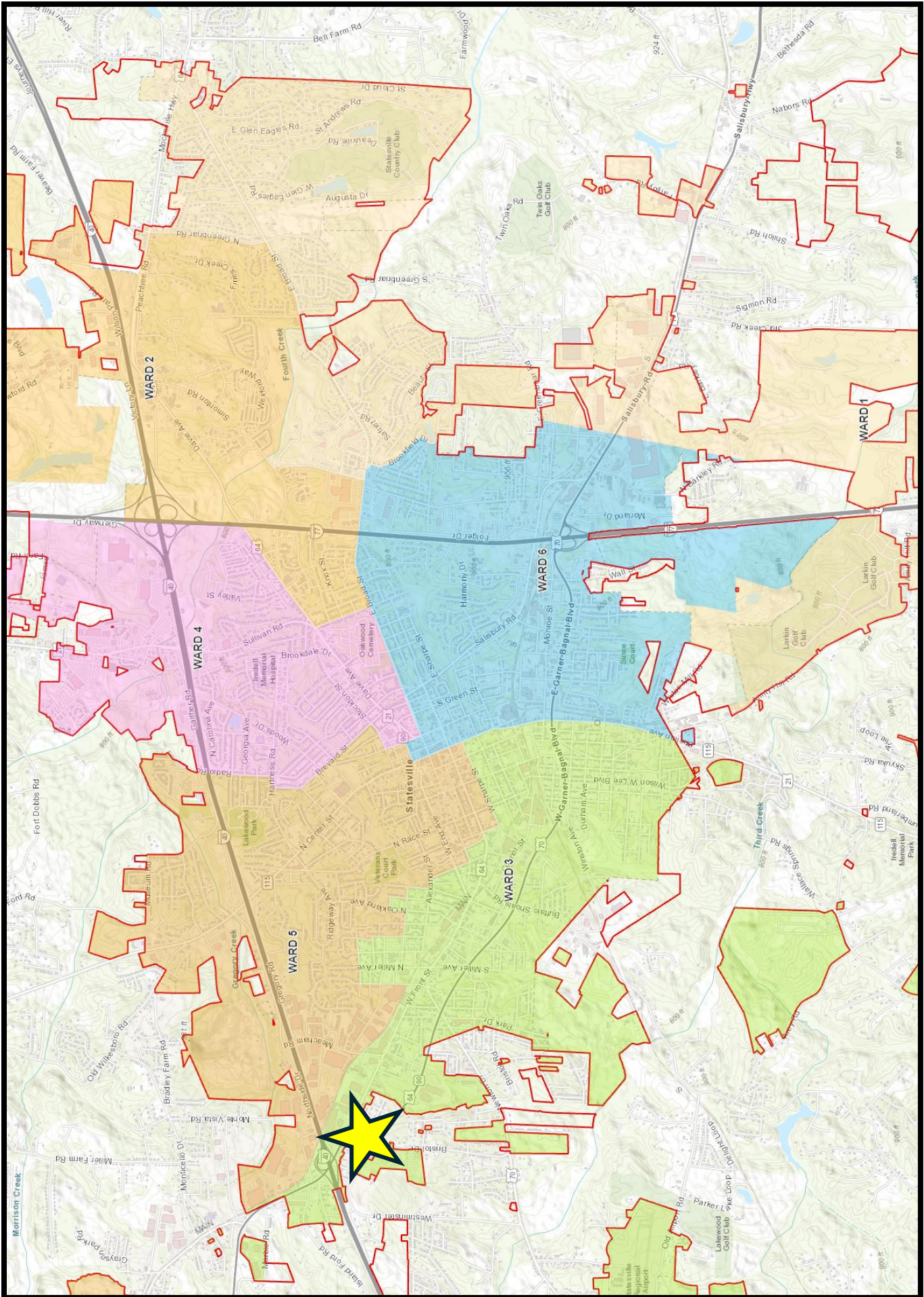


AX26-08 114 Bristol Drive – Site Photo (From D Street)

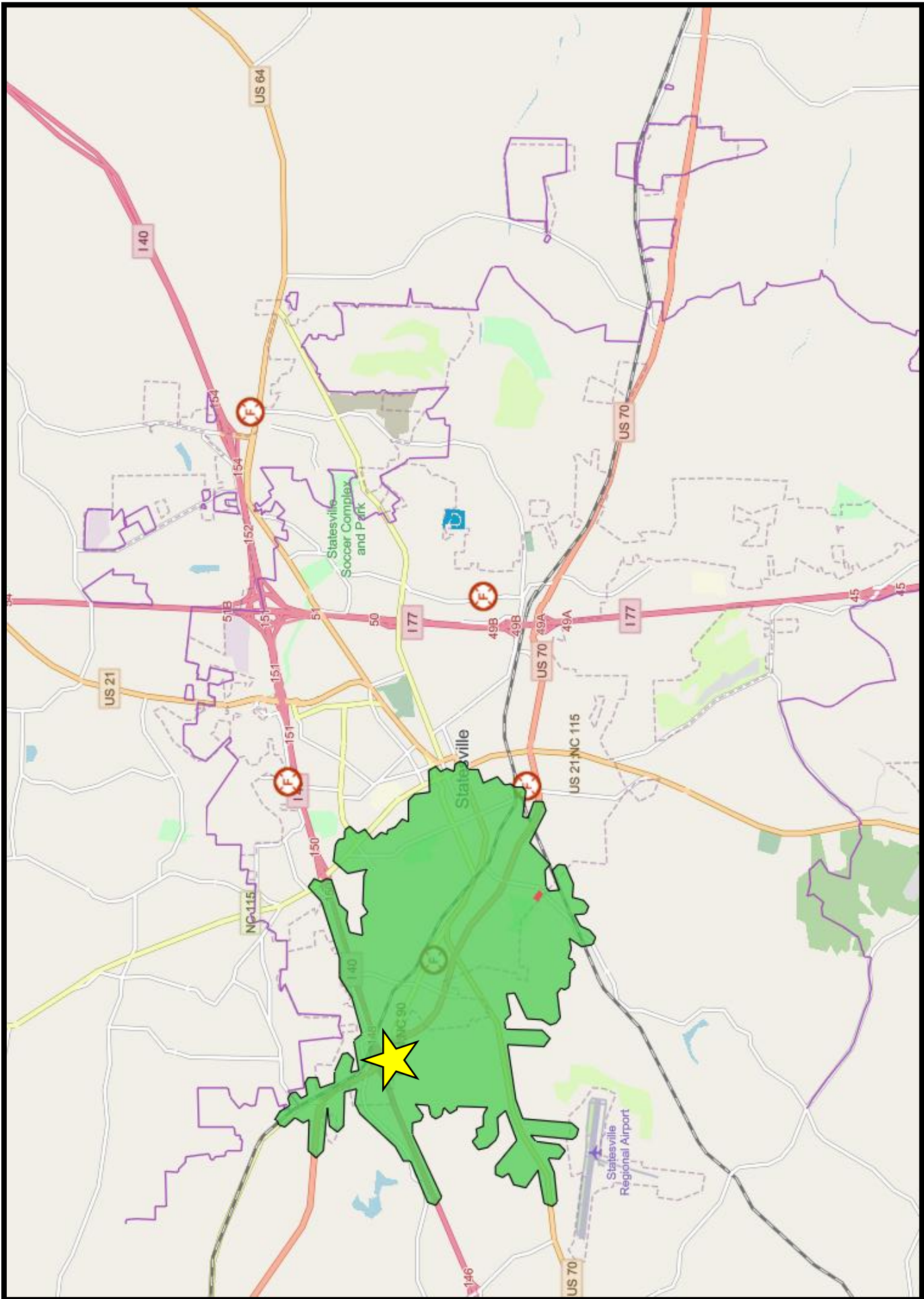
**City of Statesville  
Planning Department**

AX26-08  
114 Bristol Drive  
4724-68-6792 & 4724-68-5778





Location Map (Wards) AX26-08 114 Bristol Drive



**ORDINANCE NO. \_\_\_\_\_**

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

**Case No. AX26-08 114 Bristol Drive Parcel # 4724-68-6792 & 4724-68-5778**

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 15<sup>th</sup> day of June 2026 after due notice by publication on the 4<sup>th</sup> and 11<sup>th</sup> day of June 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 July 31, 2026, at 11:59 p.m.

**Description:**

**LEGAL DESCRIPTION**

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.

PIN: 4724-68-6792 & 4724-68-5778

The Ordinance was introduced by a first reading by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and carried on the 15<sup>th</sup> day of June 2026.

AYES:

NAYES:

The second and final reading of this ordinance was heard on the 13<sup>th</sup> day of July 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 31<sup>st</sup> day of July 2026 at 11:59 p.m.

City of Statesville

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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# CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager  
**FROM:** Matthew Kirkendall, Senior Planner  
**DATE:** 7/1/2026 9:21 AM

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

## **COUNCIL ACTION REQUESTED:**

**Consider passing a resolution directing the City Clerk to investigate a petition of annexation AX26-09 Moose Club Road Novel Holdings, filed by Shane Seagle of North State Development, on behalf of the property owner, for two parcels (portion of one) located along Moose Club Road near the Wildewood Subdivision, receive City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of August 10, 2026, for a public hearing for the petition for annexation.**

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

The property is approximately 19.902 acres located along 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 56 single-family homes.

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

City Council will hear the public hearing and consider passing the first reading of the conditional rezoning ZC26-09 on August 10, 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

### **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 August 10, 2026, for a public hearing on this annexation request.

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

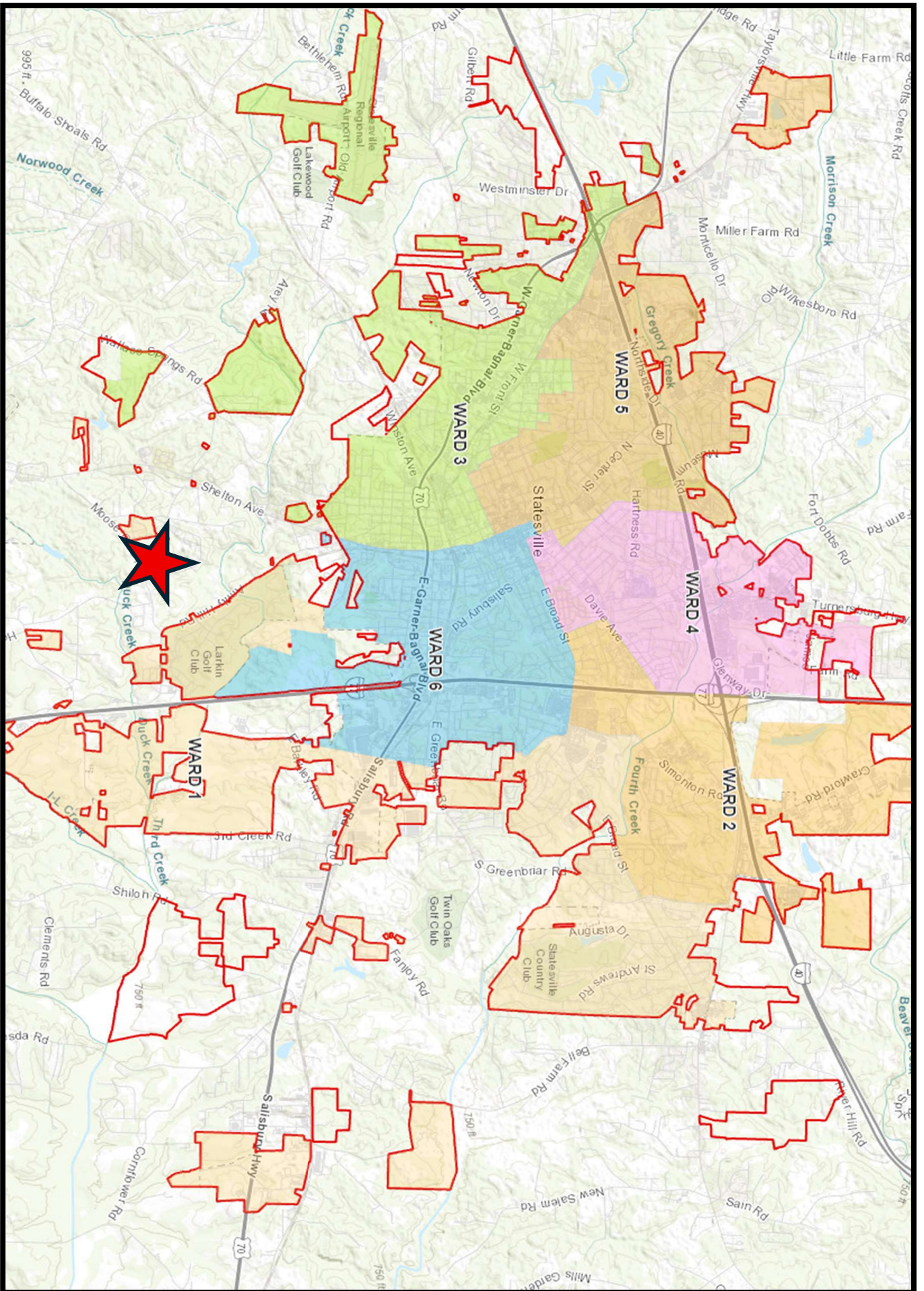
I concur with the department recommendation.

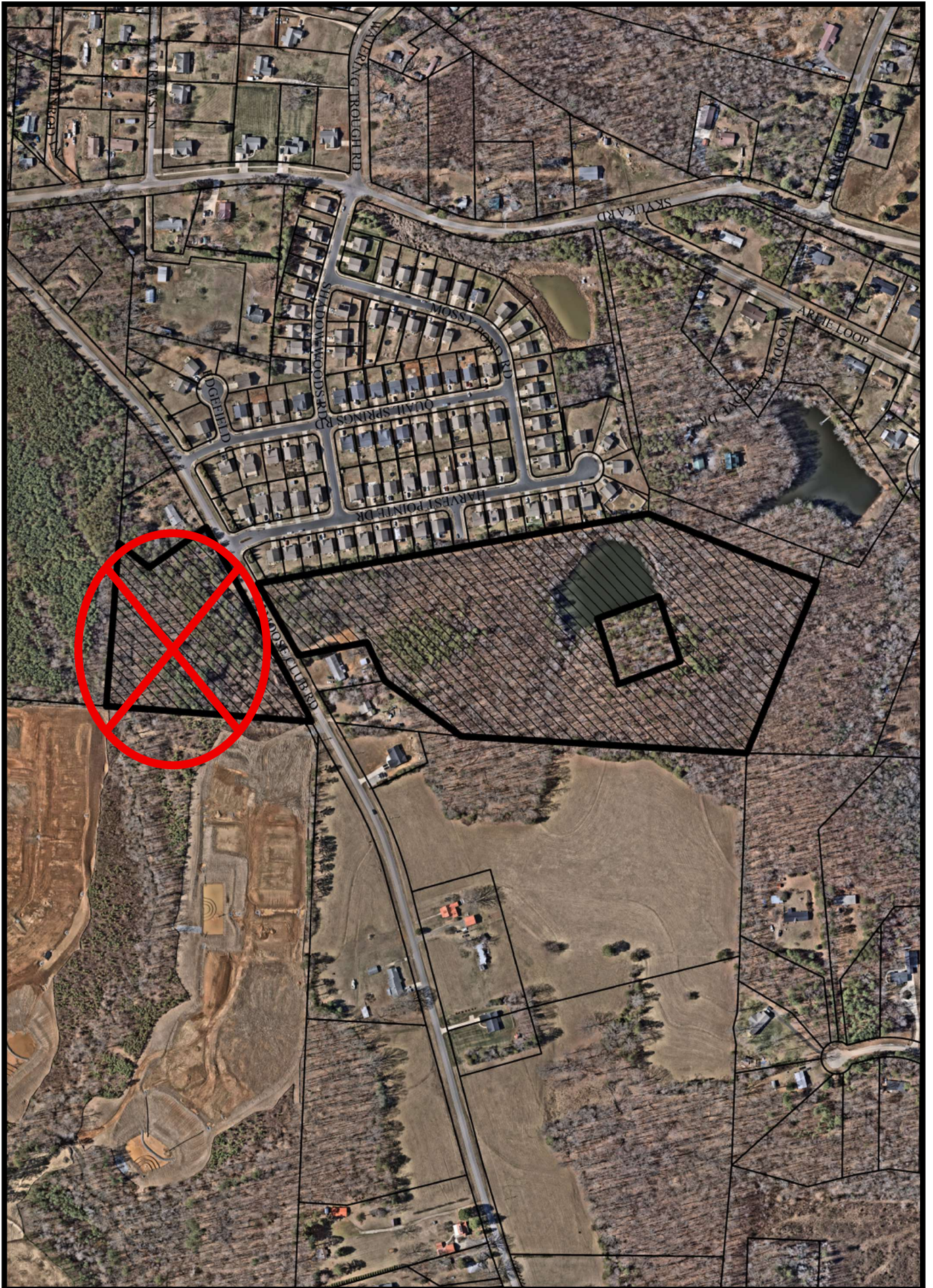
### **8. Next Steps:**

Advertise for the public hearing.

**9. Attachments:**

1. Election Ward Map AX26-09 Moose Club Novel Holdings
2. Aerial Photo AX26-09
3. Resolution\_Clerk Investigation\_Non-Contiguous\_AX26-09 Moose Club Novel
4. Certificate of Sufficiency AX26-09 Moose Club Road Novel Holdings
5. Resolution to Set Public Hearing AX26-09 Moose Club Novel





**RESOLUTION \_\_\_\_\_**

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

**Case No. AX26-09 Moose Club Rd  
Parcel #'s 4742-08-5839 and 4742-08-5888 (portion**

WHEREAS, a petition requesting annexation of the area described in said petition has been received on May 5, 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 13<sup>th</sup> day of July 2026.

S - E - A - L

CITY OF STATESVILLE

By: \_\_\_\_\_  
J. Douglas Hendrix, Mayor

ATTEST:

\_\_\_\_\_  
Emily Kurfees, City Clerk

**CERTIFICATE OF SUFFICIENCY**

**Case No. AX26-09 Moose Club Road Novel Holdings  
Parcel #'s 4742-09-5361 and 4742-08-5888 (Portion)**

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 13<sup>th</sup> day of July 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-31**

**Case No. AX26-09 Moose Club Road  
Parcel #'s 4742-08-5839 and 4742-08-5888 (portion)**

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 satellite area described herein will be held in the Council Chambers of the Statesville City Hall at 6:00 o'clock p.m. on the 10<sup>th</sup> day of August 2026.

Section 2. The area proposed for annexation is described as follows:  
All that certain tract or parcel of land containing thirty and two-tents (19.902) acres, more or less, in Statesville Outside Township, Iredell County, North Carolina, bounded on the North by the land of V.R. Brawley, on the East by the lands of C. W. Smith and Barium Springs Presbyterian Orphanage, on the South by the lands of Joe Myers, and on the West by the lands of A. H. Plyler and wife. Being subject to all easements of record now extending upon and across said premises.

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 13<sup>th</sup> day of July 2026.

CITY OF STATESVILLE

By: \_\_\_\_\_  
J. Douglas Hendrix, Mayor

ATTEST:

\_\_\_\_\_  
Emily Kurfees, City Clerk

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# CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager  
**FROM:** Matthew Kirkendall, Senior Planner  
**DATE:** 7/2/2026 9:20 AM

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

## **COUNCIL ACTION REQUESTED:**

**Consider passing a resolution directing the City Clerk to investigate a petition of annexation AX26-10 Japul Road (Harmony Vistas) Subdivision, filed by Mr. Mark Miserocchi of Harmony Investing LLC, for two parcels located at the end of Japul Road and along Beauty Street, receive City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of August 10, 2026, for a public hearing for the petition for annexation.**

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

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

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

City Council will hear the public hearing and consider passing the first reading of the conditional rezoning (ZC26-11) on August 10, 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

### **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 August 10, 2026, for a public hearing on this annexation request

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

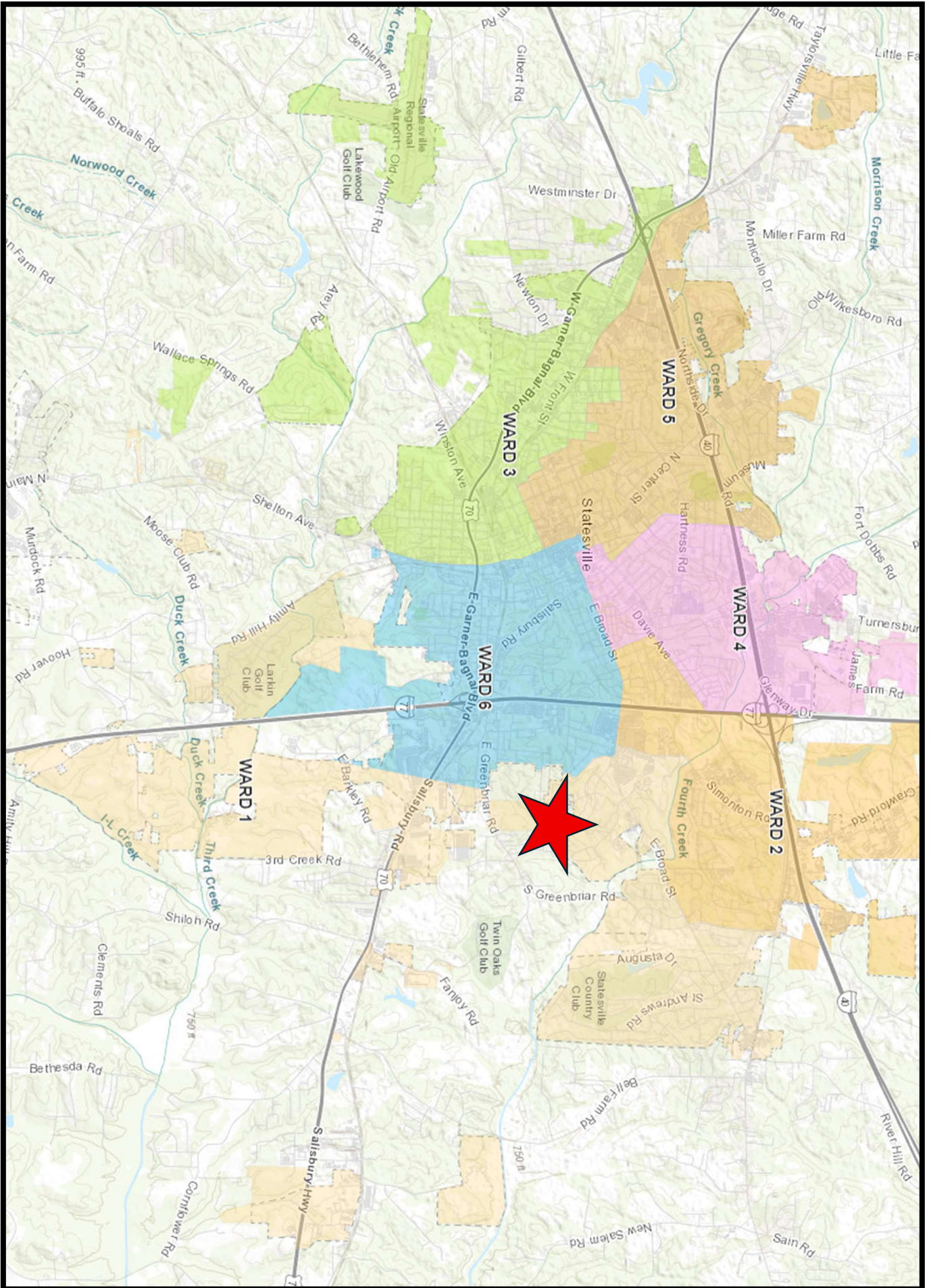
Approve as recommended.

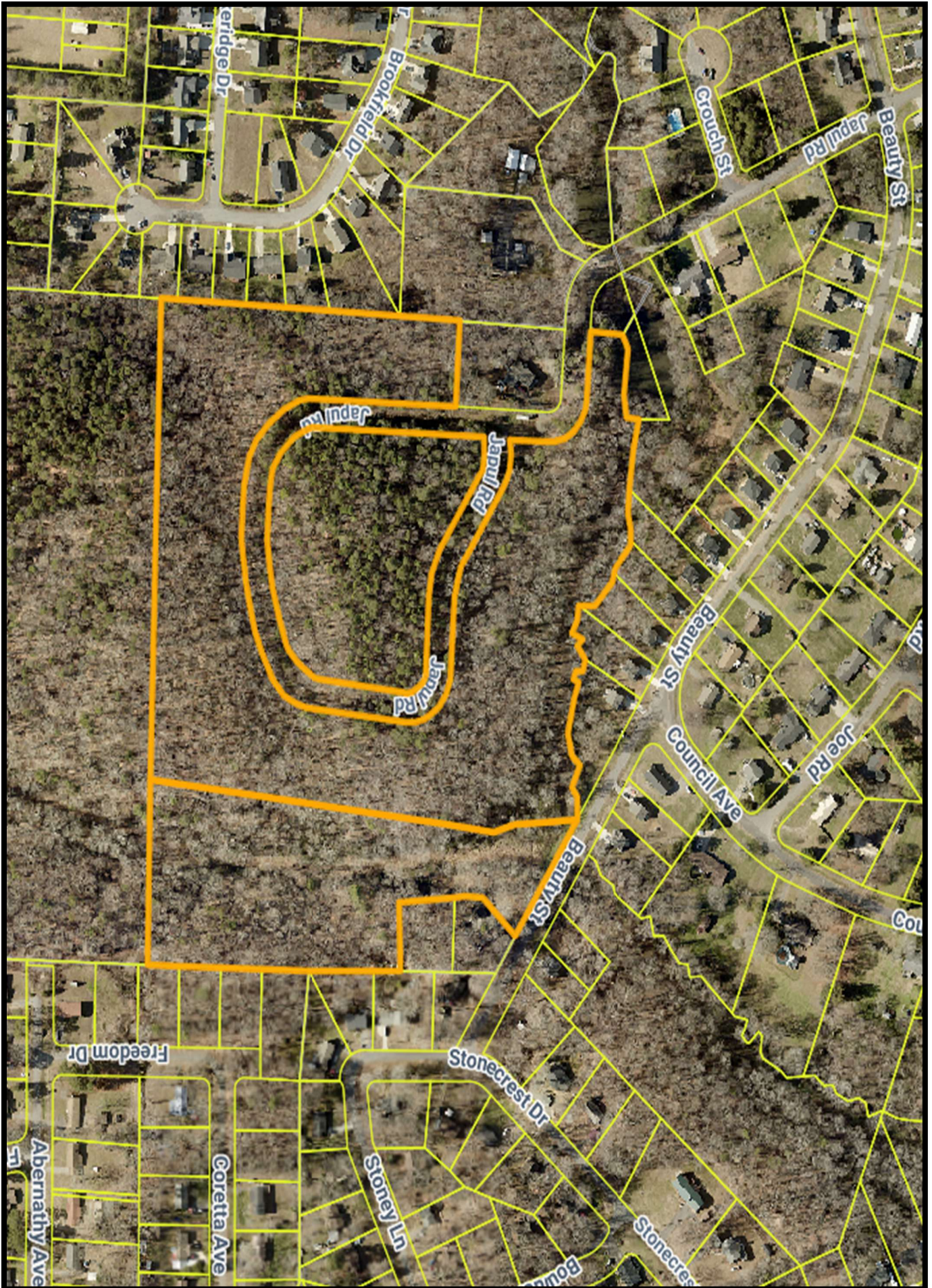
### **8. Next Steps:**

Advertise for the public hearing.

**9. Attachments:**

1. Election Ward Map AX26-10 Japul Road 2
2. Aerial Photo AX26-10 Japul 2
3. Resolution\_Clerk Investigation\_-Contiguous\_AX26-10 Japul Road 2
4. Certificate of Sufficiency\_Annexation\_AX26-10
5. Resolution to Set Public Hearing\_AX26-10 Japul Road 2





RESOLUTION \_\_\_\_\_

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

**Case No. AX26-10 Japul Road 2**  
**Parcel #'s 4754-25-4679 and 4754-35-2055**

WHEREAS, a petition requesting annexation of the area described in said petition has been received on May 28, 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 13<sup>th</sup> day of July 2026.

S - E - A - L

CITY OF STATESVILLE

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

ATTEST:

\_\_\_\_\_  
City Clerk

**CERTIFICATE OF SUFFICIENCY**

**Case No. AX26-10 Japul Road 2 (Harmony Vistas) Subdivision  
Parcel #'s 4754-25-4679 and 4754-35-2055**

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 13<sup>th</sup> day of July 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-31

Case No. AX26-10 Japul Road 2 (Harmony Vistas) Subdivision  
Parcel #'s 4754-25-4679 and 4754-35-2055

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 10<sup>th</sup> day of August 2026.

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

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

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

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

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

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

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

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

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

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

Thence three (3) courses as follows:

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

Thence two (2) courses as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Parcel # 4754254679, Tract 1**

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

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

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

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

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

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

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

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

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

#### **Parcel # 4754254679, Tract 2**

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

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

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

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

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

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

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

- 1) N 04°44'19" E, 27.26' to a Rebar;
- 2) N 04°18'54" E, 79.83' to a Rebar;
- 3) N 04°25'47" E, 80.40' to a Rebar;

- 4) N 04°23'20" E, 93.18' to a Rebar;
- 5) N 04°24'43" E, 104.72'to a Rebar;
- 6) N 04°19'34" E, 114.03' to a Stone;

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

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

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

**Parcel # 4754342055, Vacant Tract**

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

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

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

Thence two (2) courses as follows:

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

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

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

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

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

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

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

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

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

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

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

**Parcel # 4754254679, Tract 3**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 13<sup>th</sup> day of July 2026.

CITY OF STATESVILLE

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

ATTEST:

\_\_\_\_\_  
City Clerk

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# CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager  
**FROM:** Cody Leis, Director Statesville Public Power  
**DATE:** 6/29/2026 1:33 PM

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

## **COUNCIL ACTION REQUESTED:**

**Consider approving the Statesville Public Power to apply for the POWER Up Grant (Preventing Outages while Enhancing the Resilience of the Electric Grid) issued by the Department of Environmental Quality, North Carolina State Energy Office (NCSEO).**

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

SPP is requesting approval to apply for the POWER Up grant to assist in the automation of our distribution system, specifically targeting our downtown service district. As a distribution service provider, we are eligible for up to \$4.32 million as a small utility looking to enhance our electric system against severe weather events. Currently in its third year, NCSEO has committed approximately \$18.49 million to eligible projects across North Carolina.

This is a match grant with one-third of the award being the City's responsibility. SPP is proposing to fund \$37,073 with \$74,145 being funded by the State Energy Office for a total project value of \$111,218.

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

Last year, SPP submitted an application for the POWER Up grant to assist in the conversion of aging 4 kV infrastructure. This will be our second attempt to be considered for our project proposal.

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

**Developing Our City:** N/A

**Connecting Our City:** N/A

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

**Strategic Plan Values:** We value Quality and Creativity

This grant aligns with the City's Strategic Plan of Connecting our Communities by allowing SPP to proactively plan for grid modernization around our downtown service district. With automation of our electric circuits, we can increase flexibility of the grid during an outage situation, prioritizing system resilience.

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

This is a match grant with one-third of the award being the City's responsibility. SPP is asking for \$37,073, for a total subaward value of \$111,218 towards the project (\$74,145 funded by the North Carolina State Energy Office). These funds are available in our normal capital spending account.

**5. Consequences for Not Acting:**

SPP would continue to fund these expensive capital projects 100% as time and money allows in each fiscal year.

**6. Department Recommendation:**

SPP recommends applying for the POWER Up grant, allowing us to make a lasting community impact with grid modernization technology.

**7. Manager Comments:**

I recommend applying for this grant.

**8. Next Steps:**

This grant was publicized in late May with a June 26 application deadline. Because of the narrow submission window, SPP was not able to finalize the project proposal cost in time to make the June 15 Council agenda. Staff therefore submitted the grant application by the June 26th deadline with the understanding that if Council denies the request, SPP will request the DOEQ to pull our project submittal from consideration.

**9. Attachments:**

1. FINAL 40101d FULL RFP Year 3 5-19-2026 FOR UPLOAD



North Carolina Department of  
Environmental Quality

State Energy Office

# REQUEST FOR PROPOSALS

## Preventing Outages and Enhancing the Resilience of the Electric Grid (POWER Up)

Resilience of the Electric Grid Formula Grants for States  
and Tribes | RFP 100328-001

### Funding Information

U.S. Department of Energy's Grid Deployment Office and  
supported by the Bipartisan Infrastructure Law (IIJA), Section  
40101d – Preventing Outages and Enhancing the Resilience of  
the Electric Grid DE-FOA-002736

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Raleigh, NC 27603

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JOSH STEIN  
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North Carolina Department of Environmental Quality  
State Energy Office  
5 Yr. Bipartisan Infrastructure Law (BIL)  
Request for Proposal (RFP) 40101(d)

ALL Applicants:

The North Carolina Department of Environmental Quality's State Energy Office is seeking proposals for Year 3 of a 5-Year award by the U.S. Department of Energy's Grid Deployment Office and supported by the [Bipartisan Infrastructure Act \(IIJA\)](#), Section 40101d – *Preventing Outages And Enhancing The Resilience Of The Electric Grid - Resilience Of The Electric Grid Formula Grants For States and Tribes*.

The enclosed packet contains a "REQUEST FOR PROPOSAL" for the 40101(d) Program.

**REQUEST FOR PROPOSALS RFP #100328-001**

**TITLE:** *Preventing Outages while Enhancing the Resilience of the Electric Grid (POWER Up)*

**ISSUING AGENCY:** North Carolina Department of Environmental Quality (NC DEQ), State Energy Office (NC SEO)

**PROPOSAL OPENING DATE:** May 13<sup>th</sup>, 2026

**PROPOSAL CLOSING DATE:** 12 NOON EST on Friday, June 26, 2026

**SUBMISSION:** Proposals must be submitted electronically via e-mail in response to this Request for Proposals to: [SEO.team@deq.nc.gov](mailto:SEO.team@deq.nc.gov). Direct all inquiries concerning this RFP to: [SEO.team@deq.nc.gov](mailto:SEO.team@deq.nc.gov)

**NCSEO 40101(D) PROGRAM MANAGER:** Suzanne Morrison [suzanne.morrison@deq.nc.gov](mailto:suzanne.morrison@deq.nc.gov) (919) 745-9747.

**NOTE:** An Applicant Workshop will be held online on May 22<sup>th</sup>, 2026. Please submit a registration form for the workshop, found on the [NCSEO 40101\(d\) RFP webpage](#). A recording will be posted on this website following the workshop. Questions concerning the specifications in this Request for Proposals will be received from May 18<sup>th</sup>, 2026 until June 24<sup>th</sup>, 2026. Questions must be submitted in writing via email to: [SEO.team@deq.nc.gov](mailto:SEO.team@deq.nc.gov). NO QUESTIONS WILL BE ANSWERED BY PHONE. Questions and answers will be posted on a rolling basis on the [NCSEO 40101\(d\) RFP webpage](#), with final questions accepted on Wednesday June 24<sup>th</sup> 2026.



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# I. General Information

## A. Introduction

The North Carolina Department of Environmental Quality’s (NCDEQ) [State Energy Office \(SEO\)](#), is requesting applications for grant funding of Year Three of *Preventing Outages while Enhancing the Resiliency of the Electric Grid (POWER Up)*. Funding for this program was awarded to NCSEO by the United States Department of Energy (US DOE) as part of the Infrastructure Investment and Jobs Act (P.L. 117-58) (IIJA), also known as the Bipartisan Infrastructure Law (BIL). NCSEO is dedicated to ensuring a reliable, affordable and sustainable energy future for the residents of North Carolina. Through this competitive process, funding will be distributed across NC to implement a range of measures to improve the resilience of the electric grid against disruptive events<sup>1</sup> and support NC’s energy goals

## B. Background

The *IIJA* is a once-in-a-generation investment in infrastructure, which will grow a more sustainable and resilient economy through enhancing U.S. competitiveness, driving the creation of good-paying jobs, and ensuring better access to economic, environmental, and other benefits.<sup>2</sup> As part of and in addition to upgrading and modernizing infrastructure, *IIJA* investments will address the climate crisis and support efforts to build a clean and equitable energy economy that achieves zero carbon electricity by 2035 and puts the United States on a path to achieve net-zero emissions economy-wide by 2050 to benefit all Americans. NCSEO’s initial round of funding in 2023-2024 made approximately \$18.5 million available to seven grant Subrecipients across NC, leveraging approximately \$23.85 million in cost match dollars. The current award will provide approximately \$8.65 million for one to seven eligible projects, and will leverage, at a minimum, \$2.85 million in cost match funds.

## C. Eligible Applicants

NCSEO will use grant funding to issue subawards to the following eligible entities:

- Electric grid operator;
- Electricity storage operator;

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<sup>1</sup> Per IIJA section 40101(a)(1), a disruptive event is “an event in which operations of the electric grid are disrupted, preventively shut off, or cannot operate safely due to extreme weather, wildfire, or a natural disaster.”

<sup>2</sup> U.S. Department of Energy. November 2021. “DOE Fact Sheet: The Bipartisan Infrastructure Deal Will Deliver For American Workers, Families and Usher in the Clean Energy Future.” <https://www.energy.gov/articles/doc-fact-sheet-bipartisan-infrastructure-deal-will-deliver-americanworkers-families-and-0> IIJA Request for Proposal #100328-000 Page 5

- Electricity generator;
- Transmission owner or operator;
- Distribution provider;
- Fuel supplier and;
- Any other relevant entity, as determined by the Secretary of DOE.<sup>3</sup>

The NC SEO encourages all eligible entities to apply but will prioritize entities that directly provide resilient electricity to the public and offer the greatest community benefit.

## D. Funding Amount

NCSEO will distribute approximately \$8,645,000 during this round of funding. One to seven projects will be funded under this announcement. One-half of the funding (50%) is set aside specifically for eligible entities that sell not more than 4,000,000 MWh of electricity per year (small utilities). This does not limit small utilities from potentially receiving more than half of the funding. Large utilities are limited to no more than half of the award. There are no restrictions on the amount of funding that can be requested. Funds will be awarded on a competitive basis and distributed in accordance with DOE's requirements outlined in the [Administrative and Legal Requirements Document \(ALRD\)](#).<sup>4</sup>

## E. Program Description

This program is designed to address resilience of the electric grid and prevent outages against disruptive events, including mitigating climate-related risks, particularly in areas of North Carolina most vulnerable to natural disasters. All the while, this program will prioritize economic development. The three provisional objectives and metrics that North Carolina will use as guidance to fund DOE resiliency projects are below:

1. **Objective 1 – Grid Modernization.** The addition of grid technologies that strengthen resilience and increase the flexibility of the grid.
2. **Objective 2 – Access to Resilient and Reliable Energy.** Projects that improve energy reliability and resiliency in communities disproportionately impacted by – or at greater risk of being impacted by – outages and subject to higher energy burdens. Causes of

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<sup>4</sup> For specific details about DOE's Preventing Outages and Enhancing the Resilience of the Electric Grid Formula Grants to States and Indian Tribes (DE-FOA-0002736), click [here](#). The ALRD can be found [here](#).

outages and higher energy burdens may be due to (but are not limited to) extreme weather, wildfires, flooding and/or aging infrastructure.

3. **Objective 3 - Workforce Development.** Commitment to workforce development through projects that will attract, train and retain an appropriately skilled workforce.<sup>5</sup>

Projects should be informed by the [North Carolina Clean Energy Plan](#), the [North Carolina Energy Security Plan](#), and the [North Carolina Climate Risk Assessment and Resilience Plan](#). North Carolina is committed to ensuring that the benefits of the funding are shared equitably, advancing the State’s environmental and energy priorities, and supporting grid modernization investments in communities most vulnerable to disruptive events.

## F. Eligible Activities

A wide range of resilience-based investments are permitted under the Section 40101(d) grant program. The list below identifies some, but not all, of the eligible activities. All projects must be approved by both the NCSEO and the US DOE.

*Eligible activities include, but are not limited to:*

- Weatherization technologies and equipment.
- Fire-resistant technologies and fire prevention systems.
- Monitoring and control technologies.
- The undergrounding of electrical equipment.
- Utility pole management.
- The relocation of power lines or the reconductoring of power lines with low-sag, advanced conductors.
- The use of construction or distributed energy resources for enhancing system adaptive capacity during disruptive events, including:
  - Microgrids (no new generation); and
  - Battery-storage subcomponents.
- Adaptive protection technologies.
- Advanced modeling technologies.
- Hardening or upgrading (i.e. reconductoring or installing grid enhancing technologies) of power lines, facilities, substations, of other systems.
- The replacement of old overhead conductors and underground cables.
- Vegetation and fuel-load management; and
- Other measures as determined or approved by DOE.

*The following are also eligible when combined with eligible infrastructure activities:*

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<sup>5</sup> All funding applications must include an infrastructure component to be considered an eligible activity under this RFP.

- On-the-job mentoring and training for jobs in grid modernization.
- Support for local workers to attend apprenticeships or training programs.
- Support services for training participants (e.g. child support, transportation).
- Ensuring that investments in grid resilience benefit communities through job creation.

## G. Ineligible Activities

Funding may not be used for:

- Construction of new electric generation facilities.
- Construction of new large scale battery storage not used to supply electricity where needed during disruptive periods,
- Cybersecurity measures.

## H. Cost Match Requirements

Applicants are required to provide a cost match. Also known as “cost share” and “non-Federal share,” this is the portion of the costs of a Federally assisted project or program not borne by the Federal government. Cost-sharing may be accomplished in various forms or combinations. These include, but are not limited to: cash outlays, personnel costs (including fringe benefits), volunteer time (of non-salaried employees), donated existing equipment or supplies, and indirect costs or facilities and administrative costs. The cost match must be reasonable, allowable, allocable, and necessary for the performance of the project.

Applicants should refer to the [ALRD](#) for details on the cost match allowability.<sup>6</sup>

As all sources of cost share are considered part of the total project cost, the cost match will be scrutinized under the same Federal regulations as the project’s Federal dollars. Cost match contributions must be specified in the project budget, verifiable from the recipient’s records, and necessary for the accomplishment of the project. Applicants will be bound by the cost match proposed in their application and subrecipients will report monthly on their cost match (as well as Federal) expenditures. The cash value and calculations for all cost share amounts must be justified and explained in the cost share section of the project Budget and Justification, included as Attachment C.

Cost Match requirements are based on applicant electricity sales:

- Entities that sell >4,000,000 MWh of electricity per year **OR** who do not sell electricity must match at a minimum of 100% of the subaward value.
- Entities that sell ≤4,000,000 MWh of electricity per year must match at a minimum of one-third (1/3) of the subaward value.

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<sup>6</sup> ALRD, pages 19-21.

“Cost matching” is calculated as a percentage of the federal funds requested. Here are some examples:

- If SEO funds \$2,000,000 to an eligible entity that sells more than 4,000,000 megawatt hours of electricity per year, the entity would be required to “match” (with 100%) an amount of (at least) \$2,000,000. The total award value would be \$4,000,000.
- If SEO funds \$1,500,000 to an eligible entity that sells less than 4,000,000 megawatt hours of electricity per year, the entity would be required to “match” (at 33.33%) an amount of (at least) \$499,950. The total award value (Federal funding + cost match) would be \$1,999,950

A *Cost Match Commitment Letter* is required as part of the Application. Instructions to prepare this letter are provided in Section II.B.

### I. Program Performance Period

It is anticipated that projects will begin within three months of a fully executed subaward and must conclude no later than April 30, 2032.

### J. RFP Estimated Timeline

This RFP is open for applications from Wednesday May 13<sup>th</sup> 2026 to Friday June 26<sup>th</sup>, 2026. All grant application materials must be submitted via email to [SEO.team@deq.nc.gov](mailto:SEO.team@deq.nc.gov) by the due date to be considered. See below for more detailed submission information.

The timeline below provides dates for key activities in the grant RFP process. This timeline will be posted on the [NCSEO 40101\(d\) funding opportunity web page](#) and is subject to change at NCSEO’s discretion. Applicants should check back routinely to determine if dates have been updated. Because some dates – such as Award Notification and the Award Kickoff Meeting – are contingent upon the review and approval process of DOE, estimated timeframes are provided. Significant changes to the timeline – such as an extension of the closing date – will be accompanied by an Addendum that will be posted on the NCSEO 40101(d) web page.

RFP Activity	Estimated Date
RFP POSTED	Wednesday May 13 <sup>th</sup> 2026
PRE-AWARD WORKSHOP FOR PROSPECTIVE APPLICANTS	Friday May 22 <sup>th</sup> , 2026
Q & A OPPORTUNITY OPENS	Wednesday May 13 <sup>th</sup> 2026
Q & A OPPORTUNITY CLOSES	Wednesday June 24, 2026

PROPOSALS DUE	Friday June 26, 2026 12 noon
NCSEO APPROVED PROJECTS SUBMITTED TO US DOE FOR FINAL REVIEW & APPROVAL	Friday July 10, 2026
AWARD NOTIFICATION * DEPENDENT ON DOE TIMELINE FOR REVIEW & APPROVAL	July 20, 2026 to August 30, 2026 (Tentative)
CONTRACTS COMPLETED/PROJECTS CAN COMMENCE * DEPENDENT ON DOE TIMELINE FOR REVIEW & APPROVAL	Tuesday September 1, 2026 (Tentative)
PROJECT ROLLOUT WORKSHOP * DEPENDENT ON DOE TIMELINE FOR REVIEW & APPROVAL	Friday September 11, 2026 (Tentative)

## K. Project Billing and Invoicing

The award will be paid to Subrecipients as expenses are incurred. On a monthly basis, Subrecipients will report all expenses to be reimbursed through the Federal grant, as well as all matching costs. All expenses (Federal and cost match) must be supported by documentation, including (but not limited to) receipts, paid invoices or payroll reports. Subrecipients will receive guidance and training on the billing and invoicing process. Federal or cost match funds cannot be used to reimburse expenditures that took place before the executed grant agreement is in place. Subrecipients’ cost match must be spent in proportion to Federal award payments, and according to the Project Workplan and Budget. Releasing the funds is based on an evaluation of project performance, project schedule adherence, the extent milestone objectives are met, compliance with reporting requirements and overall contribution to the program goals and objectives.

## L. Program Requirements

Applicants must comply with all applicable requirements outlined in the US DOE’s *Funding Opportunity Announcement (FOA) Preventing Outages and Enhancing the Resilience of the Electric Grid Formula Grants to States and Indian Tribes*. These are found in the [Administrative and Legal Rights Document \(ALRD\)](#) issued for this grant. They include, but are not limited to:

- **Reporting.** All selected entities must follow U.S. DOE’s and the NCSEO’s program and reporting requirements. This will include, but may not be limited to the following:
  - Subrecipients will report quarterly on project implementation and annually on project impacts. Reports include, but are not limited to the following:
  - *Quarterly Reporting.* Subrecipients will submit *Quarterly Progress Reports (QPR)* that capture data on the budget, costs incurred, milestone status, metrics on project

attributes, and risk management activities. See Attachment F for an example of the Quarterly Progress Report template.

- *Annual Reporting.* Subrecipients will submit an *Annual Metrics and Outcomes Report* that will track project outcomes and impact metrics. See Attachment G for an example of the Annual Metrics and Outcomes Report template.
- **Davis-Bacon Act Compliance.** Subrecipients must certify their project will comply with the requirements of the [“Davis-Bacon Act”](#)<sup>7</sup> ensuring laborers and mechanics employed in the performance of construction, alteration or repair work funded under this project be paid wages at rates not less than those prevailing on similar projects in the locality.<sup>8</sup> Award recipients will be required to undergo Davis-Bacon Act compliance training and submit weekly payrolls via LCPtracker. For additional information, review the compliance requirements on the [US DOE website](#) and the [US Department of Labor website](#).
- **Cybersecurity.** Subrecipients must certify the primary purpose of the project is not cybersecurity but that the project will adhere to applicable cybersecurity requirements, standards, and best practices in deploying technologies under the subaward.
- **No Foreign Work and Materials.** Subrecipients must certify that no individuals participating in the project are in a Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk as defined in the ALRD and that all work performed for the project will be performed in the US, and no foreign travel will be involved.
- **Build America Buy America Act (BABA).** Awarded entities must comply with *Buy America Requirement* certifying that all the iron, steel, manufactured goods, and construction materials used in infrastructure projects are produced in the United States.<sup>9</sup> Additional information about BABA can be found [here](#). When necessary, recipients may apply for, and US DOE may grant, a waiver from the BABA requirements. Additional information about the waiver request can be found on the US DOE webpage [DOE Buy America Requirement Waiver Requests](#).
- **Environmental Review.** In accordance with National Environmental Policy Act (NEPA) NEPA, Federal agencies are required to integrate environmental values into their decision-making processes by considering the potential environmental impacts of their proposed actions. Funded projects will be required to submit an environmental questionnaire ([NETL Form 451.1-1/3](#)) for each work location proposed in the application. A NEPA representative will review these documents and any other pertinent information to determine the likely level of NEPA documentation required for qualified

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<sup>7</sup> Subchapter IV of Chapter 1 of Title 40, United States Code commonly referred to as the “Davis-Bacon Act.”

<sup>8</sup> DOL has Prevailing wage resources and seminars [here](#).

<sup>9</sup> For more information regarding the Buy America Requirement, including instructions for requesting a waiver, please visit the DOE Buy America landing page: <https://www.energy.gov/management/build-america-buy-america>.

projects. Due to evolving NEPA requirements, the NCSEO may require that projects be modified or cancelled if they cannot meet NEPA requirements. Costs to prepare the necessary records may be included as part of the project costs. For additional background on NEPA, see US DOE's [NEPA website](#).

- **System for Award Management (SAM.Gov) Registration.** Applicants must register with [SAM.gov](#), the official U.S. government web-based platform for entities to register to do business with the federal government. Awardees must obtain a Universal Entity Identifier (UEID) prior to receiving a grant award. A UEID is a unique twelve-character alphanumeric ID, generated by SAM, used to identify your organization.
- **2-CFR-Part 200.** [2 CFR Part 200](#) is the Uniform Guidance or Federal Code of Regulations, a set of rules that standardizes administrative requirements, cost principles, and audit requirements for federal financial assistance. It applies to all non-federal entities that receive federal awards like grants. The guidance is structured into various subparts. [Subpart E – Cost Principles](#) provides information for Applicants when preparing the budget.
- **40101(d) Special Terms & Conditions.** Subrecipients of the 40101(d) program will be subject to the same federal award terms and conditions as NC DEQ, with few exceptions. The Special Terms & Conditions will be provided to Subrecipients as part of their subaward agreement.
- **State Grant Requirements.** Funds awarded under the 40101(d) program are considered state funds, in addition to being federal funds. State grant requirements are contained in 09 NCAC 03M (Uniform Administration of State Awards of Grants) and NCGS 143C-6-23.
- **Other Requirements.** Other Federal requirements are associated with this award. For example, Applicants cannot use funds to encourage or support political activities, must be domestic entities<sup>10</sup> and must not be debarred or suspended. All work must take place in North Carolina. Applicants should review the Federal Administrative and Legal Requirements Document for a complete list of requirements.

## II. Application Guidance

### A. Applicant Technical Assistance

The North Carolina State Energy Office (NCSEO) is offering two opportunities to learn more about these available funds and ensure that questions are answered.

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<sup>10</sup> To qualify as a domestic entity, the entity must be organized, chartered or incorporated (or otherwise formed) under the laws of a particular state or territory of the United States; have majority domestic ownership and control; and have a physical place of business in the US.

- **Applicant Workshop.** An online Applicant Workshop is tentatively scheduled for May 22, 2026. The date and time of the Applicant Workshop will be posted on the [NCSEO 40101\(d\) RFP webpage](#). The workshop will be hosted by NCSEO and will provide an overview of the funding program and project objectives, a review of the application, and details on the submission process. A link to register for an Applicant Workshop will be posted on the NCSEO 40101(d) RFP webpage. The recording and slide deck for the Applicant Workshop will be posted on the NCSEO RFP website following the meeting.
- **Question and Answer Period.** The NCSEO will respond to written questions and answers from May 13<sup>th</sup>, 2026, to June 24, 2026. Please submit questions about this funding opportunity or the application to [seo.team@deq.nc.gov](mailto:seo.team@deq.nc.gov). Responses to questions will be posted on a rolling basis on the NCSEO 40101(d) RFP webpage. The NCSEO is unable to answer questions regarding this funding opportunity by any other means, including telephone calls or personal emails to NCSEO staff.

## B. Preparing the Application Package

Following is a description of the complete application package. The Attachments noted in the subheadings are included in the Appendix and are downloadable from the [NCSEO 40101\(d\) RFP webpage](#):

- **Application Cover Sheet (Attachment A).** The application cover page includes entity information (entity type, size, contact information, etc.), an application completeness checklist, project type, executive summary, assurances, and more. It is signed by the organization's Authorized Representative.
- **Signature and Acceptance Form (Attachment B).** The Signature and Acceptance Form is signed by the Authorized Representative of the organization and submitted on agency letterhead.
- **Budget Justification Workbook (Attachment C).** The [SF-424A Budget Workbook](#) provides a detailed multi-year project budget and justification for the project. The budget must be allowable, allocable, reasonable and conform to [2 CFR 200 Subpart E](#) (Cost Principles). Generally, allowable costs include direct project expenses (personnel, equipment, materials, travel, etc.) and indirect costs (facilities, administrative salaries, rent). Please note, the maximum limit of funds to be paid or reimbursed to a new Award recipient as indirect costs will be calculated as a percentage of the total project award amount, minus any unallowable expenses. For nonprofit organization Awards, the maximum percentage is 15 percent (15%).
- **Project Narrative.** The Project Narrative is a complete summary of the project. Detailed guidelines for completing the Project Narrative are provided in Attachment D.
- **Cost Match Commitment Letter.** A Cost Match Commitment Letter is required from your organization, or any other organization that will provide all or part of the cost match requirement of this funding opportunity. It should be on entity letterhead and signed by the Authorized Representative. Letter(s) must include the following: 1) Cost match value

and percentage of the total award it represents; 2) Source (e.g. whether it is the Applicant or another organization providing match); 3) Type (cash or in-kind) of the proposed cost match; 4) A statement the entity commits to providing the cost share; and 5) A strategy for replacing the funds if they are significantly reduced or lost.

- **Optional Supporting Documents.** Applicants can submit up to three Supporting Documents that supplement the Project Narrative. Supporting Documents could be used to enhance, validate and provide deeper context for the proposed project, strengthen the Applicant’s credibility, or highlight the need or feasibility of a project. They cannot be used to introduce new topics, take the place of specific questions in the Project Narrative, or continue answers to specific questions in the Project Narrative. Examples of Supporting Documents include, but are not limited to:
  - A community development plan indicating the need and support for the project.
  - A feasibility study that supports the need for the project.
  - An evaluation report that highlights recent impacts to the community – such as frequent or long duration outages.
  - Relevant drawings, maps or images that illustrate the boundaries of a proposed project or existing problems that will be addressed by the project.
  - Concise reports from planning activities with community organizations completed in preparation of the application demonstrating community support.
  - Contractor quotes.
  - Equipment specification and estimates.

Optional Supporting Documents should include a clear reference in the Project Narrative to the document, and the reason or purpose that it was included in the application. Whenever possible, direct the reviewers to the page or paragraph in the Document that highlights the specific point that is being made. Label each supporting document numerically and provide a clear title at the top of each document. For example, ‘*Supporting Document 1: Grid Feasibility Study.*’

## C. Attachments

The Appendix includes the following Attachments that must be completed and submitted as part of the Application (as noted above):

- Attachment A – Application Cover Sheet
- Attachment B – Signature and Acceptance Form
- Attachment C – SF-424 – Budget Justification Workbook

There are also several additional Attachments referenced throughout the application that are not submitted as part of the application. Instead, they provide information important to completing the application. They are:

- Attachment D – Project Narrative Guidelines
- Attachment E – Build and Impact Metrics Reference

- Attachment F – Annual Metrics and Outcomes Report Template
- Attachment G – Quarterly Progress Report Template
- Attachment H – Scoring Criteria

## D. Submission Instructions

- **Submission Date and Time.** Applications will be accepted until 12:00 noon US Eastern Standard Time on Friday June 26th, 2026. Only those applications from eligible entities that submit complete applications by the deadline will be reviewed. Applicants are encouraged to submit applications early to avoid missing the deadline due to incomplete or incorrect submissions, or technical problems that may occur during submission. Changes to this submission date will be posted on the NCSEO 40101(d) RFP webpage.
- **Submission Format.** The submission will be via email, with individual attachments for each of the required documents. All the attachments should be in PDF format, except for the Budget and Justification, which will be an Excel file. Label the email as follows: ProjectName\_ApplicantEntityName\_POWERUpRound3. Here is an example of how to label the proposal, “*Project STEEL\_Four County EMC\_PowerUpRound3*.”
- **Application Components and File Requirements.** Following are the specific application components and file requirements to use in your application:

Component	File Requirements
<b>Application Cover Sheet (Attachment A)</b>	File Format: PDF File Name: [Entity Name]CoverSheet.pdf
<b>Signature and Acceptance Form (Attachment B).</b>	File Format: PDF File Name: [Entity Name]SignatureForm.pdf
<b>Budget and Justification Workbook (Attachment C).</b>	File Format: Excel Name: [Entity Name]Budget.Exl
<b>Project Narrative Guidelines (Attachment D)</b>	File Format: PDF File Name: [Entity Name]ProjectNarrative.pdf
<b>Cost Match Commitment Letter</b>	File Format: PDF File Name: [Entity Name]CostMatch.pdf
<b>Supporting Document 1</b>	File Format: PDF File Name: [Entity Name]SupportingDoc1.pdf
<b>Supporting Document 2</b>	File Format: PDF File Name: [Entity Name]SupportingDoc2.pdf
<b>Supporting Document 3</b>	File Format: PDF File Name: [Entity Name]SupportingDoc3.pdf

Submit the email, with the attachments, to [seo.team@deq.nc.gov](mailto:seo.team@deq.nc.gov). Other forms of transmission – such as mail or courier – will not be accepted.

- **Emergency Extensions.** Under certain circumstances, NCSEO will allow an extension of the application deadlines for adversely affected applicants listed in Emergency Declarations and/or Major Disaster Declarations. This will be announced on the [NCSEO 40101\(d\) RFP webpage](#). Contact [seo.team@deq.nc.gov](mailto:seo.team@deq.nc.gov) if you have questions.

- **Contact Information for Submission.** Direct any questions about the submission of the RFP to [seo.team@deq.nc.gov](mailto:seo.team@deq.nc.gov). If you should experience technical issues during the submission process, please contact Suzanne Morrison at (919)745-9747.

### III. Application Review & Notification Process

It is anticipated that there could be a greater number of requests for funding than could be funded under this allocation. NCSEO will employ a multi-step review and notification process. This process is outlined below.

#### A. Eligibility and Completeness Checks

NCSEO will assess every application to make sure it meets basic requirements for eligibility and completeness. We will not consider an application that:

- Does not meet the eligibility criteria for the program.
- Does not conform to the application guidelines.
- Is missing required application components.
- Was submitted after the deadline (unless an emergency extension was granted).
- Requests funding outside of the acceptable range.
- Does not include the minimum cost share amount for the size of the entity.

#### B. Review and Selection Process

We use a review process to evaluate all complete applications from eligible entities. Applications are evaluated according to the review criteria listed in Attachment H. NCSEO's recommendations are sent to the US DOE for final approval. Applicants with proposals that progress to US DOE review will be notified, and additional application materials may be required. Review and approval by US DOE may take two to eight weeks.

#### C. Award Notification and Subaward Process

NCSEO will not publicly release information about the status of an application until the review process is complete, final projects have been selected, and NCSEO has received approval from the US DOE regarding the projects selected for funding. NCSEO staff expect to notify successful and unsuccessful applicants of final funding decisions by email no sooner than mid-August, 2026. As final award notifications are dependent upon the US DOE, this timeframe may be adjusted. The notification will be sent to the named Authorizing Representative.

Following notification of the award, the NCSEO will work with your organization to complete the subaward package. The signed subaward will include the approved proposal, as well as additional required attachments. Subrecipients will be contacted by NCSEO regarding which

attachments will be required for inclusion in the subaward agreement after grant award notification. **This complete, signed subaward package is the only document obligating funds and authorizing work to begin on the project.** Unless both NCSEO and your authorized representative have signed the subaward, any pre-award costs that are incurred cannot be paid using these Federal funds, or the project cost share. Applicants will have no more than one month starting from the date on which they receive their subaward package, to complete all tasks associated with finalizing their subaward. Funds that cannot be obligated in that timeframe may be forfeited.

## D. Unsuccessful Applicants

If your application is rejected during the initial review for eligibility and completeness, we will notify you by email with the reason. Reasons for this are identified in Section III A. If you believe your application was rejected in error during the initial review and completeness check, you can appeal the decision in writing within ten business days of the date the rejection notice was sent. If your application is eligible and complete, yet, upon review it is not selected for funding, NCSEO will notify your Authorizing Representative via email. All funding decisions are final.

## IV. Attachments

### Required Attachments (include these attachments with the submission)

- Attachment A – Application Cover Sheet
- Attachment B – Signature and Acceptance form
- Attachment C – SF-424 – Budget Justification Workbook

### Reference/Informational Attachments (do not include with the submission)

- Attachment D – Project Narrative Guidelines
- Attachment E – Build Metrics and Impact Metrics Reference
- Attachment F – Annual Metrics and Outcomes Report Template
- Attachment G – Quarterly Progress Report Template
- Attachment H – Evaluation Criteria

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# CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager  
**FROM:** Cody Leis, Director Statesville Public Power  
**DATE:** 6/29/2026 1:30 PM

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

## **COUNCIL ACTION REQUESTED:**

**Consider approving Utility Line Construction Services for a purchase order amount of \$1,200,000.00 for year 2 (two) of 5 (five) total contract years.**

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

Due to the significant amount of overhead and underground electric construction projects, Statesville Public Power is recommending a purchase order of \$1,200,000.00 with Utility Line Construction Services (ULCS) for FY27. These funds will provide construction for capital projects like new line extensions required for growth, reconductor projects, 4 kV conversions and reliability ties between different substations on our distribution system.

ULCS has done a phenomenal job during their first year on our system, allowing us to continually support the growth Statesville is experiencing.

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

Council approved the original contract with ULCS on July 14th, 2025. The contract was for a 2 (two)-year term with up to 3 additional one (1)-year terms for a total of 5 (five) years. Additionally, On July 15, 2024, Council approved a PO renewal of \$1,500,000 to Utility Partners of America for the same type of work.

### **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 Quality and Creativity

This request aligns with the City's Strategic Plan of Connecting our City by allowing the City to keep up with the construction related to the large amount of growth happening throughout Statesville. This contract award ensures the Statesville Public Power will not be the cause of any project delays for critical infrastructure due to manpower and equipment constraints.

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

There are sufficient funds in this upcoming year's Electric capital outlay account to pay for the contract awards with Utility Line Construction Services.

**5. Consequences for Not Acting:**

The City would no longer have contract crews to assist with our priority projects, resulting in inevitable project delays. We would also be out of the specialized equipment needed to do these projects including large boring machines and tensioning rigs.

**6. Department Recommendation:**

SPP staff recommends Council approving the renewal of \$1,200,000 to Utility Line Construction Services for FY27 projects that will support and prepare Statesville for the current and future growth.

**7. Manager Comments:**

Recommend for approval.

**8. Next Steps:**

Upon approval, SPP and Finance staff will coordinate the purchase order with ULCS and direct upcoming work for FY27.

**9. Attachments:**

1. ULCS Construction Contract - Section C - Signed by Gina Lawrence
2. SIGNED - EX-Amendment #1 for ULCS
3. SIGNED-Amendment #2 - for ULCS
4. SIGNED - Amendment #3

# **CONSTRUCTION CONTRACT**

## **SECTION C**

**CONSTRUCTION CONTRACT**

**THIS AGREEMENT** made the 28 day of July, 2025, by and between the City of Statesville, North Carolina (hereinafter called the “Owner”) and Utility Lines Construction Services, LLC

(hereinafter called the “Contractor”), a corporation organized and existing under the laws of the State of North Carolina.

**WITNESSETH**, that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

**WHEREAS**, the Owner desires to execute an **Invitation to Bid for Assembly Units for Future Overhead and Underground Electric Distribution Line Construction** for the City of Statesville in accordance with the Instructions to Bidders, Bidder's Proposal, Description of Assembly Units, Construction Specifications and Assembly Unit Drawings attached hereto and as described in detail in this Construction Contract, and

**WHEREAS**, the Contractor is willing to undertake the work as described:

**NOW THEREFORE**, the parties to this agreement have covenanted and agreed to and with as follows:

**A. DEFINITIONS**

The Owner, the Contractor, and the Engineer are those mentioned as such in this agreement and are treated as if each were a singular number and masculine gender.

The term "work" of the Contractor includes labor and equipment or facilities necessary for proper completion of the contract.

The term "completion" shall mean full performance by the Contractor of the Contractor's obligations under this contract and all amendments and revisions thereof. A certificate of completion, stating the date of completion, signed by the Engineer and approved in writing by the Owner, shall be the sole and conclusive evidence as to the fact of completion and the date thereof.

**B. THE OWNER AND/OR ENGINEER SHALL FURNISH****Drawings, Specifications, and Instructions**

Complete Drawings, Specifications, and Instructions covering all phases of the project design shall be furnished to the Contractor by the Engineer once the project has been approved by the City. These Drawings together with the Specifications and Instructions from the Engineer will constitute the Contractor's scope of work at the time the project is issued. No projects have been currently assigned to this contract.

**Material**

All material necessary for the completion of the work shall be furnished to the Contractor by the Owner.

**Owner's Representative**

The Engineer shall be the Owner's duly appointed representative on this Contract. The Engineer shall be present as necessary, during the progress of the work, will approve lines and grades and will be available for consultation and for approval of final construction. The Owner or the Engineer shall have full authority to approve or reject work and shall be consulted by the Contractor in case of any uncertainty or question as to details pertaining to project design.

**C. THE CONTRACTOR SHALL FURNISH****Contractor's Superintendent**

A competent and experienced superintendent, who shall not be replaced without written notice fifteen (15) days prior to the Owner and Engineer except under extraordinary circumstances, together with necessary assistants, shall be kept at the site at all times by the Contractor. This Superintendent shall represent the Contractor and all directions given him shall be a binding as if given to the Contractor directly. Important directions shall be confirmed in writing when requested by the Contractor.

**Labor**

All labor required for the accomplishment of the work shall be employed by the Contractor in his own name and shall be his employee. The several classes of labor required shall be entirely competent and skilled in their lines of work. The Contractor shall at all times keep good order among his employees and, at the request of the Owner, shall remove from the job any employee who, in the judgment of the Owner or Engineer, is not competent or is detrimental to the orderly progress of the work or is interfering with the Owner's operations.

**Compliance with Labor Laws**

The Contractor agrees, as to all of his representatives and employees to be employed upon or in any way connected with the work, he shall comply fully with and be subject to the terms of the Workmen's Compensation Acts of the State before any work shall be undertaken.

**Equipment and Tools**

The Contractor shall furnish ALL necessary tools, vehicles and other equipment that may be necessary for the full and complete prosecution of the Contract. The Owner will not be loaning any equipment should the Contractor fail to provide such equipment. All construction equipment shall be modern and of adequate size and capacity to conduct safely and efficiently the work for which it is used.

**Permits**

Permits necessary for the prosecution of the work will be secured by the Contractor.

**Taxes**

The Contractor shall include in his quoted price all Federal, State, or other governmental division taxes and contributions for unemployment compensation, and old age or other benefits, effective during the term of this contract.

**Insurance**

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

- Claims under workers' compensation disability benefit and other similar employee benefit acts.
- Claims for damages due to bodily injury, occupational sickness, disease or death of any person other than his employees.
- Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of any offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person, and
- Claims for damages resulting in injury to or destruction of tangible property, including loss of use resulting there from.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain provisions such that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the Owner.

The Contractor shall secure and maintain at his own expense, during the Contract period, liability insurance as hereinafter specified:

- Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting their self from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident, and a limit of liability of not less than \$1,000,000.00 aggregate for any such damages sustained by two or more persons in any one accident.
- Insurance shall be written with a limit of liability of not less than \$500,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000.00 aggregate for any such damage sustained by two or more persons in any one accident.

- The Contractor shall secure and maintain, at his own expense, during the Contract period, in accordance with the provisions of the laws of the State of North Carolina, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the work and in the case Subcontractors, the Contractor shall require such Subcontractors similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In the event that any class of employees engaged in hazardous work under this contract at the site is not protected under Workmen's Compensation, the Contractor shall provide, and shall require each Subcontractor to provide, adequate insurance for the protection of his employees not otherwise protected.
- General liability shall include coverage of Comprehensive form, Premises-Operations, Explosion and Collapse Hazard, Underground Hazard, Products/Completed Operations, Contractual, Broad Form Property Damage, Independent Contractors, and Personal Injury.
- An umbrella liability policy shall cover the General Public Liability and Property Damage Insurance with minimum \$1,000,000 limit per occurrence in addition to the limits above.

#### **Bond**

The Contractor shall furnish bonds acceptable to the Owner's Attorney for the full contract price guaranteeing the faithful performance of the Contract and the payment of all obligations arising from same.

#### **D. MANNER OF CONSTRUCTION**

The Contractor shall do no work without detailed drawings and instructions. The work is to be made complete and to the satisfaction of the Owner notwithstanding any minor omissions in the Specifications or Plans.

The Owner acting through the Engineer shall have the right to direct the Contractor to construct any part or parts of the project before any other part or parts thereof. The Contractor shall comply with all other reasonable directions of the Owner and Engineer.

The Owner and/or Engineer shall have the right to require the Contractor to increase the number of his employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Engineer. Failure of the Engineer to give any such directions shall not relieve the Contractor of his obligations to complete the work within the time and in the manner specified in this Contract.

The manner of construction of the project, and all materials and equipment used therein, shall be subject to the inspection, tests, and approval by the Owner and/or Engineer, and the Contractor shall furnish all information required by the Engineer concerning the nature or source of any materials incorporated or to be incorporated in this project. The Contractor shall provide all reasonable facilities necessary for such inspection and test. The Contractor shall have an authorized agent accompany the Engineer or his Agent when inspections are made.

The Owner and/or Engineer shall have the authority to suspend the work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work or

because of the failure of the Contractor to comply with any of the provisions of the contract. The Contractor shall not suspend work pursuant to this provision without written authority from the Engineer so to do. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Contractor to comply with any of the provisions of this contract. In the event that work is suspended by the Contractor with the consent of the Owner, the Contractor, before resuming work, shall give the Engineer at least forty-eight (48) hours' written notice thereof.

**E. DEFECTIVE WORKMANSHIP AND MATERIALS**

The acceptance of any workmanship, materials or equipment by the Engineer shall not preclude the subsequent rejection thereof if such workmanship, materials or equipment shall be found to be defective after delivery or installation, and any such workmanship, materials or equipment found defective before final acceptance of the construction shall be repaired or replaced, as directed by the Owner and/or Engineer, by and at the expense of the Contractor. Any defective material or equipment shall be immediately removed from the site by the Contractor at the Contractor's expense. The Contractor shall not be entitled to any additional compensation hereunder. The Contractor shall not be held responsible for defective material furnished by the Owner, provided however that it is determined that the Contractor was unaware of such defects prior to his installing said material.

Notwithstanding any certificate which may have been given by the Engineer, if any workmanship, material or equipment which does not comply with the requirements of the Contract shall be discovered within one (1) year after completion of the project, the Contractor shall repair any such defective workmanship or replace such defective materials or equipment within thirty (30) days after notice in writing of the existence thereof shall have been given by the Owner. In the event of failure by the Contractor so to do, the Owner may repair such defective workmanship or replace such defective materials or equipment, at the Owner's discretion, the Contractor shall pay to the Owner the cost and expense thereof.

**F. PAYMENT AND RELEASE OF LIENS**

**Contract Price**

All future work undertaken by the Contractor under this Contract shall be paid for by the Owner on the basis of the total of all assembly unit prices for all of the various items of work to be performed by the Contractor. The assembly unit prices listed in the Contract shall include in each case the furnishing of all necessary construction equipment and tools, supervision, field and office overhead and expenses, insurance, taxes, specified materials, labor, Workmen's Compensation Insurance and Social Security Tax and Contractor's profit. The entire compensation of the Contractor shall be the amount herein stated, plus any additional amount for extra work, as authorized by the Owner and the Engineer and for which compensation has been mutually agreed upon in writing.

**Payment Terms**

Within the first fifteen (15) days of each Accounting Month, the Owner shall make partial payment to the Contractor for construction accomplished during the preceding Accounting Month. The Contractor shall submit to the Engineer his application for payment in triplicate on the enclosed form. Application for Payment shall require the approval of both the Owner and the Engineer solely for the purpose of payment. Such approval by the Owner and the Engineer shall not be deemed approval of the workmanship or materials. Ninety percent (90%)

of each such estimate approved during the construction of the project shall be paid by the Owner to the Contractor prior to completion of the project. Upon completion by the Contractor of the construction of the project, the Contractor shall certify to the Engineer that the Contract is completed and the Engineer, after verifying such certification and making any necessary corrections therein, shall certify the same to the Owner together with a certificate of the total cost of the construction performed under this Contract. Upon the approval of said certificates by the Owner, the Owner shall make payment to the Contractor of all amounts to which the Contractor shall be entitled thereunder which have not previously been paid. No payment shall be due while the Contractor is in default in respect to any of the provisions of this contract and the Owner may withhold from the Contractor the amount of any claim by a third party against either the Contractor or the Owner based upon alleged failure of the Contractor to perform the work hereunder, in accordance with the provisions of this Contract. Payment will be processed promptly upon receipt and approval of the invoice by THE CITY. The City of Statesville's normal payment policy is thirty (30) days. THE CITY will not be responsible for any goods delivered without a purchase order having been issued.

### **Release of Liens**

Upon completion by the Contractor of the construction of the project, but prior to the payment to the Contractor of any amount in excess of ninety percent (90%) of the total cost of the completed project as certified by the Engineer, or at any other time specified by the Owner, the Contractor shall deliver to the Engineer, in triplicate, release of all liens and of rights to claim any lien on the attached Waiver and Release of Lien forms, executed by any and all manufacturers, material suppliers and subcontractors furnishing services or materials for the project in conjunction with the completion of the Contract. The Contractor shall also deliver to the Engineer in triplicate, an Affidavit from the Contractor on the attached form certifying that the cost of all labor and material used on or for the project has been paid and that all such releases have been submitted to the Engineer.

## **G. PROTECTION TO PERSONS AND PROPERTY**

The Contractor shall at all times take all reasonable precaution for the safety of all employees on the work and of the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes and shall be solely responsible for implementation of same. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, unless such instructions are incompatible with Federal, State, or Municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

- The Contractor shall so conduct the construction of the project as to cause the least possible obstruction of public highways.
- The Contractor shall provide security personnel as necessary to properly protect all construction work done and materials furnished under this contract.
- The Contractor shall provide and maintain any and all guard lights and other protection for the public as may be required by applicable statutes, ordinances, and regulations or by particular local conditions.
- During the Contract period, all risks in connection with the construction of the project and the materials to be used therein shall be borne by the Contractor. The Contractor shall

make good and fully repair all injuries and damages to the project or any portion thereof under the control of the Contractor where the same shall have occurred by reason of the Contractor's negligence. The Contractor shall hold the Owner harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence or faulty construction on the part of the Contractor or any of the Contractor's agents or employees during the control by the Contractor of the project or any part thereof.

- Any and all excess earth, rock, debris, underbrush and other excess material shall be removed by the Contractor from the site as rapidly as practicable as the work progresses.
- Upon notice of violation on this provision being delivered to the Contractor by the Engineer or the Owner, the Contractor shall immediately correct such violation. Upon failure of the Contractor to act to remedy such violation the Owner may correct such violation at the Contractor's expense. The Owner may, if he deems it necessary or advisable in the interest of public safety, correct such violation at the Contractor's expense without such prior notice to the Contractor.

## **H. REMEDIES**

### **Completion on Contractor's Default**

If default shall be made by the Contractor or any subcontractor in the performance of any of the terms of this Contract, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor and the Surety or Sureties upon the Contractor's Bond or Bonds written notice requiring the Contractor to cause such default to be corrected. Unless within ten (10) days after the service of such notice upon the Contractor such default shall be corrected or arrangements for the correction thereof satisfactory to the Owner shall be made, this Contract shall be terminated. In the event of any such termination the Owner shall serve notice thereof upon said Surety or Sureties, which shall have the right to take over and perform the obligations of the Contractor herein contained. If said Surety or Sureties shall not assume the performance of the Contractor's obligations hereunder within twenty (20) days after the date of such notice, the Owner may assume the construction of the project and prosecute the same to completion by Contractor or otherwise for the account and at the expense of the Contractor, and the Contractor and its Surety or Sureties shall be liable to the Owner for any cost or expense in excess of the contract price required thereby. In such event the Owner may take possession of and utilize, in completing the construction of the project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Contractor or any of its subcontractors, which may be situated at the site. The Owner in such contingency may exercise any right, claims or demand which the Contractor may have against third persons in connection with this Contract and for such purpose, the Contractor does hereby assign, transfer, and set over unto the Owner all such rights, claims and demands.

### **Liquidated Damages**

The time of the completion of the construction of all projects to be completed under this contract is of the essence of this contract. Should the Contractor neglect, refuse, or fail to complete the construction within the time agreed upon prior to construction, after giving effect to extensions of time, if any, herein provided, then in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such moneys which may be then due, or which may become due and payable to the Contractor, the sum of One Thousand Dollars (\$1,000.00) per day for each and every day that such construction is delayed in its completion beyond the specified time, as

liquidated damages and not as a penalty; if the amount due and to become due from the Owner to the Contractor is insufficient to pay in full any such liquidated damages, the Contractor shall pay to the Owner the amount necessary to effect such payment in full.

### **Cumulative Remedies**

Every right or remedy herein conferred upon or reserved to the Owner shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute, and the pursuit of any right or remedy shall not be construed as an election:

Provided, however, that the provisions set forth above shall be the exclusive measure of damages for failure by the Contractor to complete the construction of the project within the time herein agreed upon.

### **Litigation Venue**

Any controversy or litigation arising out of this Contract shall be resolved by and venued in the courts of Iredell County, North Carolina.

## **I. MISCELLANEOUS**

### **Purchase of Material**

All material shall be furnished by the Owner and all units shall be labor only with the contractor furnishing the necessary labor and equipment unless otherwise specified to complete the proposed improvements as specified.

### **Assignment of Guarantees**

All guarantees of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner on completion of construction and at such time as the Contractor receives final payment.

### **Patent Infringement**

The Contractor shall save harmless and indemnify the Owner from any and all claims, suits, and proceedings for the infringement of any patent or patents covering any Contractor furnished materials or equipment used in construction of the project.

### **Permits for Explosives**

All permits necessary for the handling or use of explosives in connection with the construction of the project shall be obtained by and at the expense of the Contractor.

### **Compliance with Statutes and Regulations**

The Contractor shall comply with all applicable Local and State ordinances, rules, and regulations pertaining to the construction of the project.

## **J. TERMINATION OF CONTRACT.**

A. Termination Without Cause. This Contract may be terminated, without cause, by either party with seven (7) days written notice. Owner shall pay Contractor for all work executed and for all proven loss, cost, or expense in connection with the work, plus all demobilization costs.

B. Termination With Cause.

1. If, through any cause, the Contractor shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Owner shall notify Contractor of their breach of contract. If the breach is not corrected within ten (10) days, the Owner shall have the right to terminate this Contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items or goods prepared or delivered by the Contractor to the Owner under this Contract shall, at the option of the Owner, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provisions, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of the Contractor's breach of this Contract, and the Owner may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Owner from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Owner may procure the Contract services or goods from other sources and hold the Contractor responsible for payment of any excess cost occasioned thereby.

2. The filing of a petition for bankruptcy by Contractor shall be an act of default under this Contract, and the City shall have the right to terminate this Contract by giving written notice to the Contractor and specifying the effective date thereof.

#### **K. SUCCESSORS AND ASSIGNS**

Contractor shall not assign its interest in this Contract without the written consent of the Owner. Contractor has no authority to enter into contracts on behalf of the Owner.

#### **L. ANNUAL APPROPRIATIONS AND FUNDING**

This Agreement may be subject to the annual appropriation of funds by the City of Statesville Council. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then the Owner shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

#### **M. AUDIT RIGHTS**

For all Services being provided hereunder, the Owner shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Contractor must make the materials to be audited available within one (1) week of the request for them.

#### **N. E-VERIFY**

As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the Owner utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance with the terms of this section upon request by the Owner.

#### **O. IRAN DIVESTMENT ACT**

Contractor certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

**P. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL**

The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

*[THIS SECTION INTENTIONALLY LEFT BLANK]*

IN WITNESS, WHEREOF, the parties hereto have caused this contract to be signed and sealed, all as of the date and year first written:

Executed in three (3) counterparts.

ATTEST:

*Peter M. Macaluso*  
Signature

Peter M. Macaluso  
Print Name

Secretary  
Title

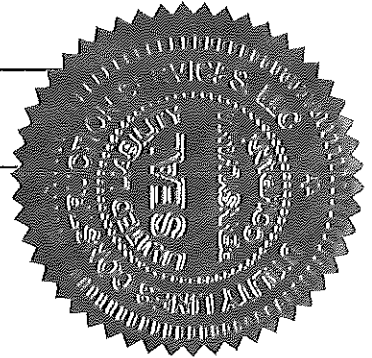
Utility Lines Construction Services, LLC  
(Contractor)

*Daniel J. Stanley*  
Signature

Daniel J Stanley  
Print Name

Vice President  
Title

**AFFIX  
SEAL**



CITY OF STATESVILLE  
STATESVILLE, NORTH CAROLINA  
(Owner)

ATTEST:

*Pamela Cash*  
Signature

Pamela Cash  
Print Name

Office Manager  
Title

*Cody Leis*  
Signature

Cody Leis  
Print Name

Director - Statesville Public Power  
Title

**AFFIX  
SEAL**

**IREDELL COUNTY, NORTH CAROLINA  
CITY OF STATESVILLE**

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

DATE: 8/27/2025

By *Gina Lawrence*

Print Name Gina Lawrence

Title Chief Financial Officer

*[THIS SECTION INTENTIONALLY LEFT BLANK]*

# Progressive Engineering Consultants, Inc.

P.O. Box 690638, Charlotte, NC 28227-7011

Telephone: (704) 545-7327

[progress@pecinc.net](mailto:progress@pecinc.net)

## **Amendment No. 1**

To the

City of Statesville, North Carolina

Contract Documents for Assembly Units for

Future Overhead and Underground Electric Distribution Line Construction

Owner: City of Statesville, North Carolina  
Contractor: **Utility Lines Construction Services, LLC**  
Engineer: Progressive Engineering Consultants, Inc.  
Subject: Amendment No. 1 to the Above-Mentioned Contract Documents

Please provide pricing for the following Overhead Installation & Removal Units, which by acceptance and by this Amendment shall be added to the Bidder Proposal (BP-) pages as highlighted on the attached.

### Installation Units

#### Section 9.0 : Secondary Miscellaneous Units

Neutral Jumper Unit	Neut.Jumper	\$ <u>89.13</u>
Single-Phase Insulated Bracket	BKT(LA/FC)	\$ <u>464.84</u>
Three-Phase Insulated Bracket	BKT(3POS)	\$ <u>464.84</u>

### Removal Units

#### Pole Units:

Cut Top of Pole	\$ <u>87.91</u>
-----------------	-----------------

Amendment Date: February 13, 2026

### Recommended:

Progressive Engineering Consultants, Inc.

Rocky A. Martin  
By

4/29/2026  
Date

### Accepted:

Utility Lines Construction Services, LLC

Daniel J Stanley Daniel J. Stanley  
By

02/19/2026  
Date

### Approved:

City of Statesville, North Carolina

Cody Leis  
By

04/29/2026  
Date

**ASSEMBLY UNITS FOR FUTURE OVERHEAD AND UNDERGROUND  
ELECTRIC DISTRIBUTION LINE CONSTRUCTION**

**INSTALLATION UNITS**

<u>Application for Payment #</u>	<u>Unit No.</u>	<u>No. Units</u>	<u>Unit Price</u>	<u>Total</u>
6" Service Screw Anchor Assembly	F4-6EC		\$ 153.71	\$ -
Bust Expandable Anchors	F5-X		\$ 200.51	\$ -
	<b>TOTAL: GUY AND ANCHORING UNITS</b>			\$ -
<b><u>SECTION 9.0 : SECONDARY MISCELLANEOUS UNITS</u></b>				
Secondary Deadend	J1-EC		\$ 39.34	\$ -
Secondary Assemblies	J12-EC		\$ 44.57	\$ -
Heavy Secondary Cable Deadend Unit	SECDE		\$ 39.34	\$ -
Neutral Deadend Unit	NDE		\$ 20.27	\$ -
Cable Deadend Unit	CDE		\$ 37.89	\$ -
Primary Jumper Unit	Pri. Jumper		\$ 89.13	\$ -
Neutral Jumper Unit	Neut Jumper		89.13	
Rock Excavation Unit (Rock Ex) (Cu. Yard)	Rock Ex		\$ 430.25	\$ -
Street Light Unit	SLB		\$ 230.44	\$ -
Overhead Crew Transitional Unit	TRAN-OH		\$ 1,562.73	\$ -
Underground Crew Transitional Unit	TRAN-UG		\$ 616.22	\$ -
Grounding Assembly - Ground Rod Type	M2-1EC		\$ 36.42	\$ -
Grounding Assembly - Butt and Plate Type	M2-12EC		\$ 71.12	\$ -
Ground Assembly Rod Type for Sectionalizing Air Break Switch	M2-15REC		\$ 102.52	\$ -
Flagging Unit (In-house)			\$ 138.30	\$ -
Flagging Unit (3rd Party)			\$ 159.04	\$ -
Single-Phase Insulated Bracket	BKT(LA/FC)		\$ 464.84	\$ -
Three-Phase Insulated Bracket	BKT(3POS)		\$ 464.84	\$ -
	<b>TOTAL: SECONDARY MISCELLANEOUS UNITS</b>			\$ -
	<b>TOTAL: OVERHEAD INSTALLATION ASSEMBLY UNITS</b>			\$ -

**ASSEMBLY UNITS FOR FUTURE OVERHEAD AND UNDERGROUND  
ELECTRIC DISTRIBUTION LINE CONSTRUCTION**

**REMOVAL UNITS**

<u>Application for Payment #</u>	<u>Unit No.</u>	<u>No. Units</u>	<u>Unit Price</u>	<u>Total</u>
<b><u>POLE UNITS</u></b>				
40 or Less			\$ 151.41	\$ -
45			\$ 206.55	\$ -
50			\$ 235.66	\$ -
55			\$ 277.24	\$ -
60			\$ 277.24	\$ -
65			\$ 304.97	\$ -
Cut Top of Pole			\$ 87.91	\$ -
			<b>TOTAL: POLE UNITS</b>	\$ -
<b><u>POLE TOP UNITS</u></b>				
Gas Operated Switch Unit	SF6		\$ 803.93	\$ -
Gang Operated Air Switch Unit	M3-25H		\$ 1,578.77	\$ -
Hook Stick Switch, 600 amp	HSS		\$ 724.18	\$ -
Recloser Assembly Unit	M3-30		\$ 1,099.96	\$ -
Bracket Recloser Unit	BKT(REC)		\$ 210.98	\$ -
Bracket Capacitor Unit	BKT CAP		\$ 210.98	\$ -
Capacitor Assembly Unit	M9-13		\$ 592.38	\$ -
Fuse Cutout and Lighting Arrester Combination Unit	UM6-35		\$ 51.76	\$ -
Fuse Cutout Unit	M5-9		\$ 51.76	\$ -
Single Phase Insulated Bracket Unit	BKT FC/LA		\$ 210.98	\$ -
Three Phase Insulated Bracket Unit	BKT(3POS)		\$ 210.98	\$ -
Lightning Arrester Unit	M5-6		\$ 51.76	\$ -
Primary Deadend Unit	PDE		\$ 51.76	\$ -
Pole Top Pin Unit	M5-18		\$ 21.03	\$ -
Post Type Insulator Unit	M5-7		\$ 21.03	\$ -
Pin Type Insulator Unit	M5-5		\$ 54.17	\$ -
Steel Crossarm Pin Unit	STL		\$ 54.17	\$ -
Primary Jumper Unit	Pri.Jumper		\$ 89.13	\$ -
Crossarm Unit	1X8		\$ 41.39	\$ -
Crossarm Unit	1X8D		\$ 41.39	\$ -
Crossarm Unit	1X10		\$ 48.42	\$ -
Crossarm Unit	1X10D		\$ 48.42	\$ -
Neutral Deadend Unit	NDE		\$ 51.76	\$ -
Neutral Jumper Unit	Neut.Jumper		\$ 89.13	\$ -
Small Bracket Unit	M5-B		\$ 210.98	\$ -
Primary Terminator Unit	UX-20		\$ 24.89	\$ -
Load Break Elbow Unit	UM6-1		15.08	-
Non-Load Break Elbow Unit	UM6-35		16.08	-
U-Guard Steel / PVC Unit	UG11-3		\$ 4.45	\$ -

# Progressive Engineering Consultants, Inc.

P.O. Box 690638, Charlotte, NC 28227-7011  
Telephone: (704) 545-7327  
[progress@pecinc.net](mailto:progress@pecinc.net)

## **Amendment No. 2**

To the

City of Statesville, North Carolina  
Contract Documents for Assembly Units for  
Future Overhead and Underground Electric Distribution Line Construction

Owner: City of Statesville, North Carolina  
Contractor: **Utility Lines Construction Services, LLC**  
Engineer: Progressive Engineering Consultants, Inc.  
Subject: Amendment No. 2 to the Above-Mentioned Contract Documents

Please provide pricing for the following Overhead Installation Unit, which by acceptance and by this Amendment shall be added to the Bidder Proposal (BP-) pages of the above-subject contract.

**Installation Units:** Section 20.0 : Underground Transformer Units

UM1-5C - Pad Mount Assembly \$ 180.91

**Removal Units:** Underground Transformer Units

UM1-5C - Pad Mount Assembly \$ 99.50

Amendment Date: April 23, 2026

**Recommended:**

Progressive Engineering Consultants, Inc.

Rocky A. Martin  
By

April 28, 2026  
Date

**Accepted:**

Utility Lines Construction Services, LLC

Daniel J. Stanley - Daniel J Stanley  
By

04/28/26  
Date

**Approved:**

City of Statesville, North Carolina

Cody Leis  
By

04/29/2026  
Date

**ASSEMBLY UNITS FOR FUTURE OVERHEAD AND UNDERGROUND  
ELECTRIC DISTRIBUTION LINE CONSTRUCTION**

**INSTALLATION UNITS**

<u>Application for Payment #</u>	<u>Unit No.</u>	<u>No. Units</u>	<u>Unit Price</u>	<u>Total</u>
<b><u>UNDERGROUND ASSEMBLY UNITS</u></b>				
<b><u>SECTION 19.0 : UNDERGROUND CONDUCTOR UNITS (per 1,000 ft.)</u></b>				
750 UG Primary			\$ 2,074.22	\$ -
1/0 UG Primary			\$ 1,322.17	\$ -
500 UG TPX			\$ 752.06	\$ -
350 UG QPX			\$ 667.15	\$ -
350 UG TPX			\$ 667.15	\$ -
4/0 UG QPX			\$ 691.41	\$ -
4/0 UG TPX			\$ 557.98	\$ -
1/0 UG QPX			\$ 691.41	\$ -
1/0 UG TPX			\$ 557.98	\$ -
#6 UG TPX			\$ 424.55	\$ -
#6 UG DPX			\$ 424.55	\$ -
			<b>TOTAL: UNDERGROUND CONDUCTOR UNITS</b>	<b>\$ -</b>
<b><u>SECTION 20.0 : UNDERGROUND TRANSFORMER UNITS</u></b>				
Primary Connections, Open Point, Padmounted Transformer	UG5-1EC		\$ 352.39	\$ -
Primary Connections, Radial Feed, Padmounted Transformer	UG5-2EC		\$ 352.39	\$ -
Primary Connections, Single-Phase Loop Feed, Padmounted Transformer	UG5-3EC		\$ 352.39	\$ -
Grounding Assembly for Padmounted Single-Phase Transformers	UG6-1EC		\$ 63.26	\$ -
Grounding Assembly for Padmounted Three-Phase Transformers	UG6-2EC		\$ 88.08	\$ -
Concrete Pad Specification for Three-Phase, 75 Through 2500 kVA Padmounted Transformers	UG7-1EC		\$ 2,501.27	\$ -
Protective Poles for Padmounted Equipment	UG7-5EC		\$ 616.89	\$ -
Three-Phase Padmounted Transformer w/ Customers Secondary Cable Termination Box Installation	UG7-6EC		\$ 1,250.63	\$ -
Grounding Assembly for Padmounted Single-Phase Enclosures	UG9A-3EC		\$ 63.26	\$ -
Secondary Pedestal Installation	UG12-11EC		\$ 158.21	\$ -
Three-Phase Padmounted Transformer 112.5 thru 2500 kVA	UG17		\$ 1,250.63	\$ -
Secondary Handhole	SHH		\$ 180.91	\$ -
Pad Mount Assembly	UM1-5C		\$	\$
			<b>TOTAL: UNDERGROUND TRANSFORMER UNITS</b>	<b>\$ -</b>
<b><u>SECTION 20.0 : UNDERGROUND PRIMARY MISCELLANEOUS UNITS</u></b>				
Single-Phase Riser 1/0 Primary Cable Fiberglass Bracket	UG1-1EC		\$ 613.24	\$ -
Single-Phase Double Riser 1/0 Primary Cable Fiberglass Bracket	UG1-2EC		\$ 660.44	\$ -
Single-Phase Riser 1/0 Primary Cable Steel Bracket	UG1-3EC		\$ 613.24	\$ -
Single-Phase Double Rider 1/0 Primary Cable Steel Bracket	UG1-4EC		\$ 613.24	\$ -
Three-Phase Primary Riser 8' Crossarm with Fiberglass Bracket	UG2-1EC		\$ 1,300.32	\$ -
Three-Phase Primary Riser 10' Crossarm with Steel Bracket	UG2-2EC		\$ 1,300.32	\$ -
Three-Phase Primary Riser Armless with Fiberglass Bracket	UG2-3EC		\$ 1,300.32	\$ -
Three-Phase Primary Riser Armless with Steel Bracket	UG2-4EC		\$ 1,300.32	\$ -

**ASSEMBLY UNITS FOR FUTURE OVERHEAD AND UNDERGROUND  
ELECTRIC DISTRIBUTION LINE CONSTRUCTION**

**REMOVAL UNITS**

<u>Application for Payment #</u>	<u>Unit No.</u>	<u>No. Units</u>	<u>Unit Price</u>	<u>Total</u>
<b><u>UNDERGROUND TRANSFORMER UNITS</u></b>				
Primary Connections, Open Point, Pad-Mounted Transformer	UG5-1EC		\$ 142.39	\$ -
Primary Connections, Radial Feed, Pad-Mounted Transformer	UG5-2EC		\$ 142.39	\$ -
Primary Connections, Single-Phase Loop Feed, Pad-Mounted Transformer	UG5-3EC		\$ 142.39	\$ -
Grounding Assembly for Pad-Mounted Single-Phase Transformers	UG6-1EC		\$ 31.51	\$ -
Grounding Assembly for Pad-Mounted Three-Phase Transformers	UG6-2EC		\$ 46.94	\$ -
Concrete Pad Specification for Three-Phase, 75 Through 2500 kVA Pad-Mounted Transformers	UG7-1EC		\$ 1,375.70	\$ -
Protective Poles for Pad-Mounted Equipment	UG7-5EC		\$ 339.29	\$ -
Three-Phase Padmounted Transformer w/ Customers Secondary Cable Termination Box Installation	UG7-6EC		\$ 583.78	\$ -
Grounding Assembly for Pad-Mounted Single-Phase Enclosures	UG9A-3EC		\$ 31.51	\$ -
Secondary Pedestal Installation	UG12-11EC		\$ 67.26	\$ -
Three-Phase Padmounted Transformer 11.25 thru 2500 kVA	UG17		\$ 583.78	\$ -
Secondary Handhole	SHH		\$ 99.50	\$ -
Pad Mount Assembly	UM1-5C		\$	
<b>TOTAL: UNDERGROUND TRANSFORMER UNITS</b>				\$ -
<b><u>UNDERGROUND SECONDARY MISCELLANEOUS UNITS</u></b>				
Secondary Connector Blocks Unit	UJ1-, UJ2-		\$ 37.99	\$ -
Box Pad Unit	UM1-7NC		\$ 366.76	\$ -
Ground Sleeve Unit	UM1-7RNC		\$ 366.76	\$ -
Padmounted Switchgear Unit	UM3E-		\$ 110.03	\$ -
Secondary Cable Terminal Unit	UM5(SEC)		\$ 165.10	\$ -
Load Break Elbow Unit	UM6-1		\$ 17.49	\$ -
Fused Elbow Termination Unit	UM6-2		\$ 21.17	\$ -
Dead-break Elbow Unit	UM6-3		\$ 21.17	\$ -
Fault Indicator Unit	UM6-4		\$ 26.21	\$ -
Feed Through Load Break Insert Unit	UM6-5		\$ 12.06	\$ -
Ground Rod Assembly Unit	UM6-6		\$ 43.23	\$ -
Bushing Well Plug Unit	UM6-7		\$ 43.23	\$ -
Riser Shield Unit	UM6-8		\$ 26.76	\$ -
Conduit Cable Riser Unit	UM6-9		\$ 26.76	\$ -
Insulated Protective Cap Unit (200A)	UM6-10		\$ 26.76	\$ -
Insulated Protective Cap Unit (600A)	UM6-11		\$ 12.82	\$ -
Cable Marker Assembly Unit	UM6-12		\$ 12.82	\$ -
Load Break Insert Unit	UM6-13		\$ 16.98	\$ -
Dead Break Insert Unit	UM6-14		\$ 16.98	\$ -
Stand-Off Insulator Unit (200A)	UM6-15		\$ 14.05	\$ -
Stand-Off Insulator Unit (600A)	UM6-16		\$ 14.05	\$ -



**ASSEMBLY UNITS FOR FUTURE OVERHEAD AND UNDERGROUND  
ELECTRIC DISTRIBUTION LINE CONSTRUCTION**

**INSTALLATION UNITS**

	<u>Unit No.</u>	<u>No. Units</u>	<u>Unit Price</u>	<u>Total</u>
6" Service Screw Anchor Assembly	F4-6EC		\$ 153.71	\$ -
Bust Expandable Anchors	F5-X		\$ 200.51	\$ -
	<b>TOTAL: GUY AND ANCHORING UNITS</b>			\$ -
<b><u>SECTION 9.0 : SECONDARY MISCELLANEOUS UNITS</u></b>				
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Secondary Assemblies	J12-EC		\$ 44.57	\$ -
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Neutral Deadend Unit	NDE		\$ 20.27	\$ -
Cable Deadend Unit	CDE		\$ 37.89	\$ -
Primary Jumper Unit	Pri. Jumper		\$ 89.13	\$ -
Neutral Jumper Unit	Neut Jumper		89.13	\$ -
Rock Excavation Unit (Rock Ex) (Cu. Yard)	Rock Ex		\$ 430.25	\$ -
Street Light Unit	SLB		\$ 230.44	\$ -
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Grounding Assembly - Ground Rod Type	M2-1EC		\$ 36.42	\$ -
Grounding Assembly - Butt and Plate Type	M2-12EC		\$ 71.12	\$ -
Ground Assembly Rod Type for Sectionalizing Air Break Switch	M2-15REC		\$ 102.52	\$ -
Flagging Unit (In-house)			\$ 138.30	\$ -
Flagging Unit (3rd Party)			\$ 159.04	\$ -
Single-Phase Insulated Bracket	BKT(LA/FC)		\$ 464.84	\$ -
Three-Phase Insulated Bracket	BKT(3POS)		\$ 464.84	\$ -
Pole Roof Cap Unit	PRC		\$ 30.00	\$ -
	<b>TOTAL: SECONDARY MISCELLANEOUS UNITS</b>			\$ -
	<b>TOTAL: OVERHEAD INSTALLATION ASSEMBLY UNITS</b>			\$ -

**ASSEMBLY UNITS FOR FUTURE OVERHEAD AND UNDERGROUND  
ELECTRIC DISTRIBUTION LINE CONSTRUCTION**

**REMOVAL UNITS**

	<u>Unit No.</u>	<u>No. Units</u>	<u>Unit Price</u>	<u>Total</u>
Communication Cable Unit	CCA-7		\$ 129.23	\$ -
Secondary Riser Unit	UM5		\$ 165.10	\$ -
12x12 Junction Box Unit	QB-5		\$ 148.22	\$ -
4x4 Receptacle Unit			\$ 148.22	\$ -
Primary Switch	M3-25		\$ 353.66	\$ -
Meterbase Unit	OA-17		\$ 740.84	\$ -
Street Light Unit	SLB		\$ 126.74	\$ -
Pole Roof Cap Unit	PRC		\$ 30.00	\$ -
<b>TOTAL: SECONDARY MISCELLANEOUS UNITS</b>				\$ -

**CONDUIT UNITS**

One (1) inch PVC Conduit and Fittings / ft.	Carlton		\$ 0.50	\$ -
Two (2) inch PVC Conduit and Fittings / ft.	Carlton		\$ 0.54	\$ -
Three (3) inch PVC Conduit and Fittings / ft.	Carlton		\$ 0.55	\$ -
Four (4) inch PVC Conduit and Fittings / ft.	Carlton		\$ 0.60	\$ -
One (1) inch Continuous Conduit / ft.	Carlton HDPE		\$ 0.55	\$ -
Two (2) inch Continuous Conduit / ft.	Carlton HDPE		\$ 0.55	\$ -
Three (3) inch Continuous Conduit / ft.	Carlton HDPE		\$ 0.66	\$ -
Four (4) inch Continuous Conduit / ft.	Carlton HDPE		\$ 0.66	\$ -
Six (6) inch Continuous Conduit / ft.	Carlton HDPE		\$ 1.86	\$ -
Two (2) inch Steel Electric Metallic Large 90° Els	Picoma		\$ 1.11	\$ -
Three (3) inch Steel Electric Metallic Large 90° Els	Picoma		\$ 1.11	\$ -
Four (4) inch Steel Electric Metallic Large 90° Els	Picoma		\$ 1.32	\$ -
Six (6) inch Steel Electric Metallic Large 90° Els	Picoma		\$ 1.86	\$ -
<b>TOTAL: CONDUIT UNITS</b>				\$ -
<b>TOTAL: UNDERGROUND REMOVAL UNITS</b>				\$ -
<b>TOTAL: REMOVAL UNITS</b>				\$ -

# **CITY COUNCIL ACTION REQUEST**

**TO:** Ron Smith, City Manager  
**FROM:** Matthew Pierce, DSDC Director  
**DATE:** 6/29/2026 1:24 PM

---

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

## **COUNCIL ACTION REQUESTED:**

**Consider approving the contract with LandDesign, Inc. to develop a small area plan for the Downtown Municipal Service District and its immediate environs.**

---

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

The City's current Downtown Master Plan was completed in 2009.

Statesville Public Power is currently converting the remaining downtown electrical circuits from 4 kV to 23 kV and intends to underground utility infrastructure where practicable. The planning process will provide an opportunity to evaluate how future infrastructure investments may support downtown development and alleyway improvements.

The planning process will develop a future land use framework to guide redevelopment, infill development, housing opportunities, and investment decisions within downtown and surrounding areas. The plan will include recommendations related to:

- waste management,
- parking management,
- gateway and corridor improvements,
- development form,
- public spaces, and
- multimodal transportation.

Several major public and private investments are anticipated within or adjacent to downtown during the planning horizon, including construction of the downtown parking deck, redevelopment of 120 apartments along Sharpe Street (DELCO), and potential extension of streetscape improvements along Center Street and Shelton Avenue.

The City issued a Request for Proposals on April 13, 2026. Seven proposals were received and evaluated by a five-member review committee. Following proposal review and finalist interviews, the committee recommends selection of LandDesign to prepare the Downtown Small Area Plan.

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

- July 2009—Inauguration of Downtown & NC 115 Streetscape / Land Use Master Plan
- 2010-2013—Funding of downtown streetscape improvements called for in the above document

### **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:** We value Engagement.

**Invest in services and critical public infrastructure to align with land use plan goals and accommodate future growth.**

The Downtown Small Area Plan will provide a framework for coordinating future land use, infrastructure investments, transportation improvements, parking facilities, and utility systems to support anticipated growth and redevelopment.

**Expand access to enriching cultural, recreation, and open space amenities.**

The Downtown Small Area Plan will evaluate opportunities to enhance public spaces, streetscapes, alleyways, gateways, and other public realm improvements that support community gathering, recreation, and cultural activities.

**Promote the development of a range of housing types throughout our community and housing stability for residents.**

The Downtown Small Area Plan will assess housing needs and identify opportunities for additional housing and mixed-use development within and adjacent to downtown, supporting a broader range of housing choices.

**We value public engagement.**

Public engagement is a core component of the planning process and will include stakeholder interviews, public workshops, small-group meetings, and digital engagement tools to ensure community input informs plan recommendations.

**4. Budget/Funding Implications:**

The total cost of the contract is \$120,000. The City designated \$75,000 in the current fiscal year budget for a Downtown Master Plan (PO 2601490). The Brownfields Assessment Grant will cover the remainder of the contract.

**5. Consequences for Not Acting:**

The remainder of the Brownfields Assessment Grant will not be utilized. This will be prejudicial in subsequent EPA brownfields applications.

**6. Department Recommendation:**

Approve the contract with LandDesign.

**7. Manager Comments:**

When the apartments are built on Sharpe Street it will be important to be ready for the next project that comes to downtown Statesville. Also, as more people move downtown, the needs and wants of those residents will have an impact on how our downtown evolves. That said, and taking those factors into consideration, I would recommend for approval.

**8. Next Steps:**

City Manager and CFO to execute contract on behalf of council.

**9. Attachments:**

1. RFP-Downtown Master Plan - Final+01
2. LandDesign\_Downtown Small Area Plan

## City of Statesville, North Carolina

### Request for Proposals (RFP)

#### Downtown Small Area Plan (Master Plan Update)

---

##### 1. Overview

The City of Statesville is soliciting proposals from qualified consulting firms or teams to prepare a **Downtown Small Area Plan**. This plan will establish a clear framework for land use, development, infrastructure, and urban design within the downtown area over the next 10–15 years.

The selected consultant will combine **technical analysis with robust public engagement** to produce an implementable, market-informed plan.

---

##### 2. Project Purpose

The City’s 2009 Downtown Master Plan focused primarily on streetscape improvements and did not comprehensively address land use, development intensity, infrastructure coordination, or integration with adjacent neighborhoods.

This project will:

- Define where and how downtown should grow
- Align infrastructure and land use decisions
- Strengthen downtown as a walkable, mixed-use environment
- Support future policy decisions and capital investments

The planning process will also **inform future strategic planning efforts** for the City’s downtown program as a nationally accredited North Carolina Main Street community.

---

##### 3. Study Area

The study area includes the Downtown Municipal Service District and surrounding areas (approximately 350 acres), including adjacent residential and commercial corridors. The consultant may evaluate opportunities to refine or expand the Municipal Service District.

---

## 4. Scope of Services

### A. Existing Conditions + Market Context

- Land use and zoning analysis
  - Development patterns and redevelopment potential
  - Infrastructure, mobility, and parking systems
  - Housing and demographic trends
  - Market analysis sufficient to support land use recommendations
- 

### B. Public Engagement (Core Priority)

The City places a **strong emphasis on public engagement.**

The consultant shall:

- Design and implement a comprehensive engagement strategy
- Facilitate stakeholder interviews and small-group meetings
- Conduct public workshops (minimum of two)
- Utilize digital engagement tools
- Provide clear documentation and synthesis of input

Engagement findings must directly inform plan recommendations and will support future downtown strategic planning efforts.

---

### C. Plan Development

Prepare an illustrated plan including:

- Future land use framework
- Housing strategy (including proximity to downtown core)
- Development form and design guidance
- Corridor and gateway strategies
- Multimodal transportation framework

- Parking strategy and management recommendations
  - Waste management recommendations
  - Open space and public realm framework
  - Identification of catalyst redevelopment sites
- 

#### **D. Targeted Planning Elements**

- Parking supply, demand, and utilization analysis
  - Corridor land use and redevelopment analysis
  - Evaluation of potential sites for:
    - Passenger rail station (long-term consideration)
    - Permanent farmers market
  - Alleyway improvement and activation strategy
- 

#### **E. Implementation Strategy**

- Prioritized action plan (short-, mid-, long-term)
  - Capital project recommendations
  - Policy and regulatory considerations
  - Funding opportunities and partnerships
- 

#### **F. Deliverables**

- Draft and final plan document
  - Executive summary
  - Maps, graphics, and visualizations
  - Editable GIS and supporting files
- 

### **5. Proposal Requirements**

Proposals shall include:

- Cover letter and primary contact
  - Firm overview and relevant experience
  - Project team and subconsultants
  - Examples of similar projects (up to 5)
  - Project approach and methodology
  - Public engagement strategy
  - Proposed schedule
  - **Detailed cost proposal**, including:
    - Total project cost
    - Cost by task
    - Hours by staff role
  - References (3)
- 

## 6. Evaluation Criteria

Proposals will be evaluated based on:

- Relevant experience and qualifications
  - Understanding of project and approach
  - **Strength and clarity of public engagement strategy**
  - Quality and feasibility of implementation approach
  - Cost and value
- 

## 7. Schedule (Tentative)

- RFP Issued: 04/13/2026
- Questions Due: 04/27/2026
- Proposals Due: 05/11/2026

- Interviews (if necessary): Mid-May
  - Selection: Mid-Late May
  - Project Kickoff: Summer 2026
- 

## **8. General Conditions**

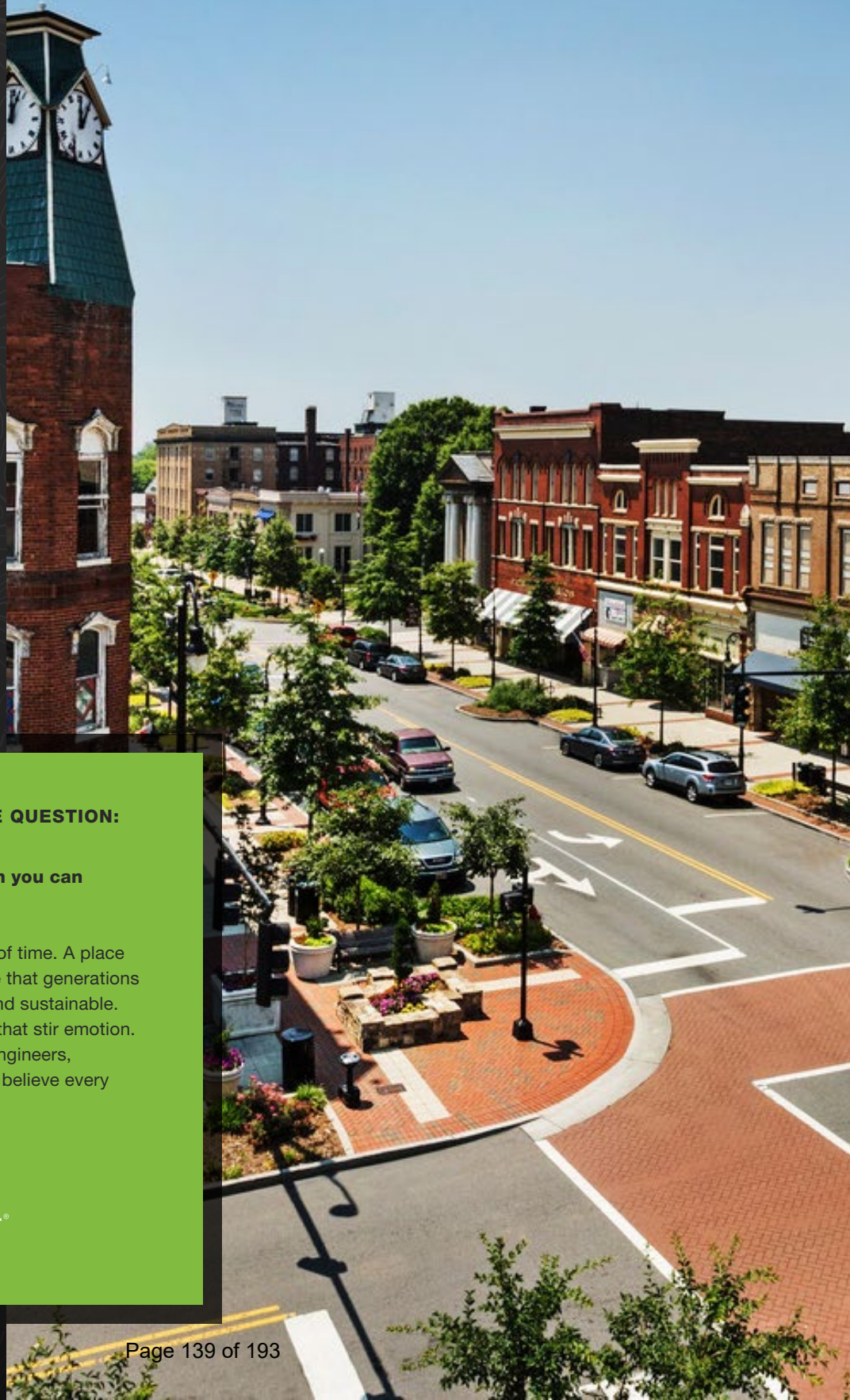
- The City reserves the right to reject any or all proposals
- The City may request interviews or additional information
- All proposals become public record
- Costs incurred in proposal preparation are the responsibility of the respondent
- Work must comply with all applicable North Carolina laws and regulations

# CREATING PLACES THAT MATTER

ENDURE  
ADVANCE  
INSPIRE  
ENGAGE  
SCALE

**DOWNTOWN  
SMALL AREA PLAN  
RESPONSE TO REQUEST  
FOR PROPOSALS**  
05.15.2026

CITY OF STATESVILLE  
MATTHEW PIERCE  
301 S CENTER STREET, BASEMENT  
STATESVILLE, NC 28677



**WE ARE DRIVEN BY A SIMPLE QUESTION:**

**Why just make something, when you can  
create something that matters?**

Create a place that stands the test of time. A place that brings people together. A place that generations from now is meaningful, relevant, and sustainable. Create a place infused with stories that stir emotion. We are landscape architects, civil engineers, planners, and urban designers who believe every space matters.

**LandDesign.**



May 15, 2026

Matthew Pierce  
Executive Director  
Downtown Statesville Development Corporation  
301 S Center Street, Basement  
Statesville, NC 28677

Dear Mr. Pierce and Members of the Selection Committee:

The City of Statesville has made significant investments in its downtown, creating an activated public realm that reflects the character and pride of the community. Through the Downtown & NC 115 Streetscape Land Use Master Plan and subsequent streetscape improvements, the City has reinforced downtown as the civic heart of the community and a regional destination. Today, the opportunity presented to us requires is a broader conversation about how land use, infrastructure, mobility, redevelopment, and economic investment work together to shape downtown's future. As Statesville experiences steady regional growth and evaluates future transportation opportunities, including passenger rail and evolving mobility networks, the City has an opportunity to position downtown for long-term economic competitiveness while reinforcing the authenticity and character that make it distinct.

In response, **LandDesign**, in collaboration with **Nealon Planning**, **Arnett Muldrow**, and **McFarland Johnson**, is pleased to submit this proposal to prepare the Downtown Small Area Plan. Together, our team brings expertise in downtown revitalization, land use planning, economic development strategy, mobility planning, infrastructure coordination, and implementation-focused urban design.

LandDesign has played a key role in shaping downtown Statesville's evolution, from leading the Downtown & NC 115 Land Use Master Plan to guiding the design and implementation of streetscape improvements that define the public realm today. Through this work, we bring firsthand knowledge of the community, an understanding of prior investment, and insight into both the opportunities and challenges that will influence future decisions.

Equally important, our team works with communities across North Carolina on downtown redevelopment, mobility, and economic development, giving us a strong understanding of how population growth, transportation investment, tourism, and market conditions are shaping downtowns today. We see that the communities that stand out are those that build on what makes them distinct, creating places that feel authentic, support everyday activity, and continue to attract residents, visitors, and investment over time.

For Statesville, this means developing a plan that does more than establish a vision. The Downtown Small Area Plan should provide a guiding framework to inform redevelopment opportunities, align infrastructure and mobility investments, strengthen downtown connectivity, and support economic growth that is implementable. It should help the City prioritize investments, respond strategically to future opportunities, and maintain momentum while preserving the character and scale that define downtown Statesville.

Our team approaches this work with three core principles:

- + **Input to Action:** Engagement that directly informs decisions, not just participation.
- + **Market-Grounded + Implementation Ready:** Recommendations based in economic conditions and development feasibility.
- + **Coordinated Investment Strategy:** Aligning infrastructure, redevelopment, mobility, and public realm improvements to support long-term success.

Together, these principles create a planning process that is visionary and practical, providing the City with a roadmap that supports informed decision-making, targeted investment, and phased implementation.

Our response outlines our team's qualifications, experience, and approach to this effort. We appreciate the opportunity to partner with the City of Statesville and look forward to helping shape the continued evolution of downtown into a connected, resilient, and economically vibrant destination.

LandDesign acknowledges the Addendum released on May 7th.

Sincerely,



Beth Poovey, PLA  
Principal



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SECTION ONE

# Firm Overview + Relevant Experience



**Downtown Statesville** | Statesville, NC



## National Leaders in Planning, Design + Engineering

LandDesign is an award-winning planning, urban design, landscape architecture, and civil engineering firm with nearly 50 years of experience providing world-class consulting services. Since 1978, we have proudly supported public and private clients to champion their vision, uncover innovative solutions, and implement ideas that create places that stand the test of time. We believe that every project, site, and client present a unique set of circumstances through which we have a responsibility to create value—there is no room for ego in our work.

At LandDesign, bringing the big idea to life fuels us. We are collaborators who know that the best ideas come from all corners of the spectrum. Our methodology is rooted in uncovering value within every place, and we have designed a team that offers unique perspectives and backgrounds to discover the full potential of this site.

### SERVICES

- Master Planning
- Land Planning
- Urban Design
- Landscape Architecture
- Civil Engineering

### EXPERTISE

- Open Space Planning + Design
- Placemaking + Programming
- Public-Private-Partnerships
- Project Management
- Design Documentation
- Visualization
- Community Engagement



## Working Alongside Communities to Shape Downtown Futures

Successful downtowns are not defined by a single project, but by how land use, housing, mobility, infrastructure, public space, and private investment work together over time. Our work focuses on helping communities translate these dynamics into implementable strategies, defining the right mix of uses, guiding where growth should occur, and aligning public investment with long-term economic outcomes. Many communities are navigating similar pressures, balancing growth with character, coordinating infrastructure with redevelopment, and strengthening housing options. Our team specializes in helping downtowns move through these transitions with planning frameworks that are visionary and actionable.

### NOTABLE PROJECTS

**City of Statesville Downtown & NC 115 Streetscape Land Use Plan**

**City of North Wilkesboro Downtown + River District Plan**

**City of Hickory Inspiring Spaces Plan**

**City of Hickory River District Master Plan**

**City of Kannapolis West Avenue Master Plan**

**Town of Cramerton Land Use Plan**

**The Seam Advancement Study**

**Harrisburg Area Land Use Plan**

## Consultant Team

Together, our team brings a coordinated approach to downtown planning, combining local implementation experience, land use and policy expertise, market-based economic strategy, and public realm planning to support Statesville’s next phase of growth.

### NEALON PLANNING

#### Land Use Planning + Policy Advisory

Nealon Planning is a woman-owned consultancy focused on helping communities manage change through thoughtful planning and policy. Founded by Meg Nealon, the firm brings expertise in land use planning and regulatory strategy. Their work centers on developing policy and design solutions that respond to the unique character of each place, leveraging natural and cultural assets to support economic stability.

For Statesville, Nealon Planning will shape land use and policy recommendations that align growth, housing, and development strategy, ensuring the Downtown Small Area Plan provides a feasible framework for implementation.

### ARNETT MULDROW

#### Market Analysis

Arnett Muldrow is a nationally recognized firm specializing in downtown revitalization and economic development strategy. The firm has worked in more than 500 communities across 40 states and internationally, helping cities and towns rebuild aging downtowns, strengthen identity, and create new economic opportunity.

For Statesville, Arnett Muldrow will help shape economic strategy, ensuring the Downtown Small Area Plan reflects the desired land use and the identity needed to attract investment, support local businesses, and strengthen downtown as a destination.

### MCFARLAND JOHNSON

#### Parking Study + Station Siting

McFarland Johnson is a multidisciplinary engineering and planning firm with experience in transportation planning, parking analysis, corridor studies, and multimodal infrastructure coordination. Their team specializes in helping communities evaluate how mobility systems, parking supply, transit access, and infrastructure investments support downtown functionality.

For Statesville, McFarland Johnson will support parking and transportation analysis, helping evaluate future access patterns, parking demand, alley functionality, and multimodal connections as downtown evolves. Their experience coordinating transportation systems with redevelopment initiatives will ensure recommendations are implementation-ready.



LandDesign and Meg Nealon have a long-standing working relationship, collaborating on land use planning efforts across the region.





**SECTION TWO**

**Project Team +  
Subconsultants**



City of Hickory Union Square Redevelopment | Hickory, NC

## Team Roles + Structure

The project team is comprised of firms and professionals carefully assembled to provide exceptional services, advice, and expertise to the City of Statesville as it develops the Downtown Small Area Plan. Below is an organizational chart listing key team members and their respective roles on this project.

- LandDesign
- Nealon Planning
- Arnett Muldrow
- McFarland Johnson

### PROJECT LEADERSHIP + LANDDESIGN TEAM



**A senior-level team structured to connect planning, implementation, economic strategy, and infrastructure coordination.**



## Beth Poovey, PLA

PRINCIPAL-IN-CHARGE  
LANDDESIGN | CHARLOTTE NC

Beth is a Principal who leads the alignment of community vision with strategies that support economically vibrant downtowns. She specializes in stakeholder and public engagement, system-wide needs assessment, and policy and funding strategies that enable sustained implementation. Her recent work includes leading public engagement for the North Wilkesboro Downtown + River District Master Plan, where targeted outreach and stakeholder input directly informed redevelopment strategies. In Hickory, she led the Union Square and Streetscape Improvements, translating community identity into design and delivering a public realm that reflects the City's brand and historic context. As the Project Manager for the Downtown & NC 115 Land Use Plan and subsequent streetscape improvements, Beth helped establish the foundation that continues to guide downtown Statesville today.

### EDUCATION

Diploma, Landscape Architecture, Toronto Metropolitan University Toronto, Ontario (1998)

Bachelor of Sociology, Simon Fraser University Vancouver, British Columbia (1991)

### LICENSING/CERTIFICATIONS

Professional Landscape Architect - NC: 1354,  
MS: 598, SC: 1251

### AFFILIATIONS

American Society of Landscape Architects (ASLA)

National Recreation and Park Association (NRPA)

Urban Land Institute (ULI)

Partners for Parks, President

Trail of History Board, Mecklenburg County, NC

### SPEAKING ENGAGEMENTS

Speaker, "Parks, a Beautiful Spark: The Economic Impact of Downtown Green Spaces," NC Main Street Conference (2026)

Speaker, Building Blocks for Resilient Downtowns, Texas Downtown Conference (2025)

Panelist, Designing Delight: How Theme Park Insights Can Transform Public Parks, NRPA (2025)

Presenter, Trails with Traction: Tips for Creating Trails as Regional Destinations, NRPA (2024)

Presenter, The Evolution of Community Engagement Post-COVID, NRPA (2023)

Presenter, Reconnecting to the River - The Port District Master Plan (Port St. Lucie, FL), Florida APA Annual Conference (2023)

How to Portray the Value of Trails in Your Community, Parks and Recreation Ontario (2018)

Beth will lead the planning process, aligning community priorities with implementation strategies.

### Downtown & NC 115 Streetscape Land Use Plan

Statesville, NC | Project Manager

### Downtown Statesville Streetscape Improvements

Statesville, NC | Project Manager

### The Seam Advancement Study

(Multiple Jurisdictions), NC | Project Director

### North Wilkesboro Downtown + River District Plan

Wilkesboro, NC | Project Director

### Hickory Inspiring Spaces Plan

Hickory, NC | Project Director

### City of Hickory Union Square + Streetscape Improvements

Hickory, NC | Project Manager

### Downtown Kannapolis West Avenue Master Plan

Kannapolis, NC | Project Team

### Town of Cramerton Land Use Plan

Cramerton, NC | Project Director



## Emily Condon, PLA

PROJECT MANAGER  
LANDDESIGN | CHARLOTTE NC

Emily is an experienced Project Manager with a background in community planning and active transportation. She has led projects across North Carolina similar in scale, guiding teams and stakeholders through complex planning efforts with a focus on clarity and momentum. Emily plays a central role in community engagement, using visual tools and mapping to support conversations, test ideas, and help communities work through key decisions. Her ability to communicate planning concepts in a clear, accessible way helps stakeholders prioritize investments and move forward with confidence. For Statesville, Emily will lead day-to-day project management and coordination, ensuring the process remains organized, responsive, and aligned with the City's goals.

### EDUCATION

Bachelor of Landscape Architecture,  
University of Rhode Island (2017)

### LICENSING/CERTIFICATIONS

Professional Landscape Architect - NC: 2276

### AFFILIATIONS

American Society of Landscape Architects (ASLA)

Partners for Parks, Board of Directors

2020 Emerging City Champion

### SPEAKING ENGAGEMENTS

Presenter, Turning a Patchwork into a Quilt:  
Navigating Complexities of a Multi-Jurisdictional Trail  
Project, NRPA Annual Conference (2024)

Presenter, "The Silver Line Rail Trail: Trail-Oriented  
Development, Mobility Hubs, and Community-  
Centered Design" APBP National Conference,  
Carolina Thread Trail Forum, NCSITE Annual  
Conference, ASHE Dinner Meeting/Learning Lab  
(2022)

Presenter, "From Vision to Reality: Emerging Trends  
in Urban Trails" NCASLA Virtual Conference (2021)

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Emily will manage the day-to-day process,  
keeping the project organized, responsive,  
and moving forward.

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### The Seam Advancement Study

(Multiple Jurisdictions), NC | Active Transportation Planner

### North Wilkesboro Downtown + River District Plan

Wilkesboro, NC | Project Manager

### Davidson Mobility Plan and Parking Study\*

Davidson, NC | Urban Designer

### Matthews Downtown Mobility Plan\*

Matthews, NC | Urban Designer

### North Main Street Corridor Study\*

Marion, NC | Urban Designer

### Pedal Moore(sville) Bicycle Plan\*

Moore(sville), NC | Urban Designer

### Knowledge Park Connectivity Study\*

Rock Hill, SC | Urban Designer

*\*Experience Prior To Joining LandDesign*



## Meg Nealon, AICP

LAND PLANNER + POLICY ADVISOR  
NEALON PLANNING | CHARLOTTE NC

Meg Nealon is a community planner and landscape architect with more than 30 years of experience leading complex planning efforts for public and private clients. As the founder of Nealon Planning, she brings a strong ability to translate community vision into land use frameworks and policy direction. Her work focuses on helping communities manage change while reinforcing the natural and cultural assets that define their identity. For Statesville, Meg will guide the development of land use and policy recommendations, aligning development intensity, housing strategies, and regulatory tools.

### EDUCATION

Master of City and Regional Planning, University of North Carolina at Chapel Hill (1998)

Bachelor of Landscape Architecture, University of Georgia (1991)

### LICENSING/CERTIFICATIONS

Professional Landscape Architect - NC: 827

American Institute of Certified Planners, #015044

### AFFILIATIONS

NC Board of Landscape Architects (2010-2018)

Charlotte-Mecklenburg Planning Commission (2010-13)

City of Charlotte Historic District Commission (2004-09)

City of Hickory Appearance Commission (2015-Present)

Foothills Conservancy Board of Directors (January 2019 -Present)

Meg will align land use, policy, and development strategy to support coordinated growth.

#### Plan Moncure

Chatham County, NC | Land Planner

#### Plan Chatham Comprehensive Plan

Chatham County, NC | Land Planner

#### Mebane 2045 Comprehensive Plan

Mebane, NC | Land Planner

#### Mooresville Comprehensive Plan

Mooresville, NC | Land Planner

#### Blueprint Brunswick 2040 Comprehensive Plan

Brunswick County, NC | Land Planner

#### Franklin Next Comprehensive Plan

Franklin County, NC | Land Planner

#### Cramerton Land Use Plan

Cramerton, NC | Land Planner

#### Matthews Comprehensive + Downtown Plan

Matthews, NC | Land Planner

#### Hendersonville Comprehensive Plan + Downtown Plan

Hendersonville, NC | Land Planner

#### Garner Forward

#### Comprehensive Plan

Garner, NC | Land Planner

#### Envision Elon 2040

#### Comprehensive Plan

Elon, NC | Land Planner

#### Envision Moore

#### Comprehensive Plan

Moore, OK | Land Planner



## Matt Weschler, PE

MOBILITY PLANNER, GIS SPECIALIST  
LANDDESIGN | CHARLOTTE NC

Matt is a civil engineer whose work focuses on helping communities align transportation investments with redevelopment opportunity. He brings technical expertise and a pedestrian-focused perspective, stemming from his passion for biking and how people move through places. Matt played a key role in advancing The Seam corridor, coordinating with multiple jurisdictions and stakeholders to shape a regional framework for connectivity. This experience gives him a strong understanding of how local planning decisions can support regional mobility networks. He applies GIS-based analysis, including spatial mapping and movement data, to better understand circulation patterns and inform equitable planning decisions. For Statesville, he will help align the Downtown Small Area Plan with the broader regional vision for mobility and connectivity.

### EDUCATION

Master of Geography, University of North Carolina at Charlotte (2024)

Bachelor of Engineering, Civil and Environmental Engineering, University of Pittsburgh (2014)

### LICENSING/CERTIFICATIONS

Registered Professional Engineer - NC: 048124, SC: 40725

LEED Accredited Professional in Neighborhood Development

### AFFILIATIONS

City of Charlotte Bike Advisory Committee

Biddville-Smallwood Community Organization Infrastructure Chair

American Society of Civil Engineers (ASCE)

Association of Pedestrian and Bicycle Professionals (APBP)

United States Green Building Council (USGBC)

Engineers for a Sustainable World (ESW)

Professional involvement Engineers for a Sustainable World Regional Conference Chairperson

### SPEAKING ENGAGEMENTS

Presenter, Leveraging Data to Inform the Design of Equitable Places, NRPA Annual Conference (2023)

Presenter, Predicting Ped & Bike Volumes on Greenways, Carolina Thread Trail Forum (2024)

Presenter, The Seam, Carolina Thread Trail Forum (2023)

Presenter, Public Private Partnerships for Trail System Development, Carolina Thread Trail Forum (2021)

Presenter, Predicting Active Mobility Travel Volumes, North Carolina Association of MPOs (2025)

Presenter, The Seam, Great Trails State Conference (2024)

Matt will connect local planning decisions to the broader regional mobility network and planned connectivity.

### The Seam Advancement Study

(Multiple Jurisdictions), NC | Project Manager

### North Wilkesboro Downtown + River District Plan

Wilkesboro, NC | Mobility Planner

### Oakboro Downtown Plan

Oakboro, NC | Mobility Planner

### SouthPark Forward 2035 Vision Plan

Charlotte, NC | Mobility Planner

### City of Moore Comprehensive Plan

Moore, OK | Project Civil Engineer

### South San Gabriel River Trail Study

Williamson County, TX | Trail Planner

### Ballantyne Reimagined

Charlotte, NC | Project Manager

### Bell Tower Green

Salisbury, NC | Project Civil Engineer



## Jeff Mis, PLA

LANDSCAPE ARCHITECT  
LANDDESIGN | CHARLOTTE NC

Jeff is a landscape architect who shapes memorable public environments that support everyday use and economic growth. He works closely with the planning team to translate existing conditions, historic context, and community priorities into design direction, ensuring recommendations are place-specific and reflective of local identity. His experience includes leading the design of Bell Tower Green in Salisbury and Union Square in Hickory, where open space was used to strengthen downtown identity. For Statesville, Jeff will help define public realm strategies and design guidance that reinforce the character of downtown.

### EDUCATION

Bachelor of Science in Landscape Architecture,  
Purdue University (2008)

### LICENSURE/CERTIFICATIONS

Professional Landscape Architect - NC: 2538

### AFFILIATIONS

American Society of Landscape Architects (ASLA)

National Rec and Park Association (NRPA)

City Parks Alliance

### SPEAKING ENGAGEMENTS

Speaker, "Parks, a Beautiful Spark: The Economic Impact of Downtown Green Spaces," NC Main Street Conference (2026)

Panelist, "Designing Delight: How Theme Park Insights Can Transform Public Parks," NRPA (2025)

Presenter, "Coffee + Conversations: The Value of Public Open Space," Charlotte Urban Design Center (2024)

Presenter, "From Asphalt to Aspirations," NRPA Annual Conference (2023)

Presenter, "From Asphalt to Aspirations: Repositioning Underutilized Spaces into Community Assets," SERC ASLA Conference (2023)

Jeff will shape public realm strategies that reflect Statesville's character and guide design decisions.

### City of Hickory Union Square + Streetscape Improvements

Hickory, NC | Senior Designer

### Bolden District

Greenville, SC | Project Manager + Lead Designer

### Bell Tower Green

Salisbury, NC | Senior Designer

### Buckhead Atlanta Streetscape\*

Atlanta, GA | Project Designer

### Michigan Avenue Streetscape\*

Chicago, IL | Landscape Architect

### Eastland Park

Charlotte, NC | Project Manager + Lead Designer

### Symphony Park

Charlotte, NC | Project Manager + Lead Designer

### Wilmore Centennial Park

Charlotte, NC | Project Manager + Lead Designer

*\*Experience Prior To Joining LandDesign*



## Tripp Muldrow

MARKET ANALYST  
ARNETT MULDROW | GREENVILLE SC

Tripp Muldrow is an urban planner with more than 25 years of experience connecting land use planning with economic development strategy in small- and mid-sized communities. His work focuses on helping communities understand what types of development are viable, how to position downtowns for investment, and how to translate planning efforts into economic outcomes. He has led downtown market studies, master plans, and economic development strategies for more than 300 communities across the U.S. and internationally. In addition to planning, Tripp brings hands-on experience implementing these strategies through his work with cities, redevelopment authorities, and Main Street programs. For Statesville, Tripp will guide market analysis and economic strategy, ensuring the Downtown Small Area Plan reflects development potential.

### EDUCATION

Master of City and Regional Planning,  
Clemson University

Bachelor of Arts in English,  
Clemson University

### AFFILIATIONS

American Planning Association (APA)

American Institute of Certified Planners (AICP)

AICP 2018 College of Fellows

National Trust for Historic Preservation

### SPEAKING ENGAGEMENT

2005 National Main Street Conference

2007 National Main Street Conference

2010 National Main Street Conference

2010 Destination Downtown

2012 Destination Downtown

2016 International Downtown Association

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Tripp will connect planning  
recommendations to market opportunities  
and economic outcomes.

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**Downtown Wauchula  
Strategic Master Plan**  
Wauchula, FL | Project Manager

**Downtown Conway Master Plan +  
Master Plan Update**  
Conway, SC | Project Manager

**Culpeper Small Area Plan**  
Culpeper, VA | Project Manager

**Phoebus Downtown  
Small Area Master Plan**  
Hampton, VA | Project Manager

**Downtown Gulfport Master Plan**  
Gulfport, MS | Project Consultant

**Downtown Biloxi Roadmap**  
Biloxi, MS | Project Consultant

**Greenville West End Master Plan**  
Greenville, SC | Project Manager

**Town of Mooresville  
Comprehensive Plan Update**  
Mooresville, NC | Project Consultant

**Apex Peak Comprehensive Plan**  
Apex, NC | Project Consultant



## Mike Rutkowski, PE, AICP

TRANSPORTATION PLANNER  
MCFARLAND JOHNSON | GREENVILLE NC

Mike leads transportation planning and multimodal design efforts, with a focus on how mobility systems support the function of downtown environments. His work integrates circulation, parking, access, and multimodal connectivity into strategies that respond to current conditions and future development. His experience includes parking analysis, circulation planning, and the integration of transportation infrastructure with land use and redevelopment strategies. Mike brings a strong understanding of how transportation investments, including future transit and rail opportunities, shape land use, access, and downtown performance. Mike is a board member of the National Complete Streets Coalition and a trainer for Smart Growth America, bringing a national perspective on mobility while grounding recommendations in practical, implementable solutions. For Statesville, he will guide transportation strategies, including parking, access, and potential station siting, ensuring they support both day-to-day operations and sustained growth.

### EDUCATION

Master of Science, Transportation Engineering,  
North Carolina State University (1997)

Bachelor of Science, Transportation Engineering,  
University of North Carolina at Charlotte (1990)

### LICENSING/CERTIFICATIONS

Registered Professional Engineer - NC: 20734

Certified Planner #134824,  
American Institute of Certified Planners

### AFFILIATIONS

National Complete Streets Coalition - Smart Growth  
America, Board Member

Mike will guide transportation strategies, including parking and station siting, to support downtown function.

**Morganton Downtown  
Master Plan + Streetscape**  
Morganton, NC | Transportation Lead

**Cary Downtown Master Plan**  
Cary, NC | Transportation Lead

**Huntersville Downtown  
Transportation Plan + Parking**  
Huntersville, NC | Transportation Lead

**S-Line High Speed Rail  
Mobility Hub Design**  
Wake Forest, NC | Transportation Lead

**Complete Streets Trainer**  
Nationwide | Lead Facilitator

**Hal Greer Blvd Complete Streets  
Corridor Project**  
Huntington, WV | Project Manager

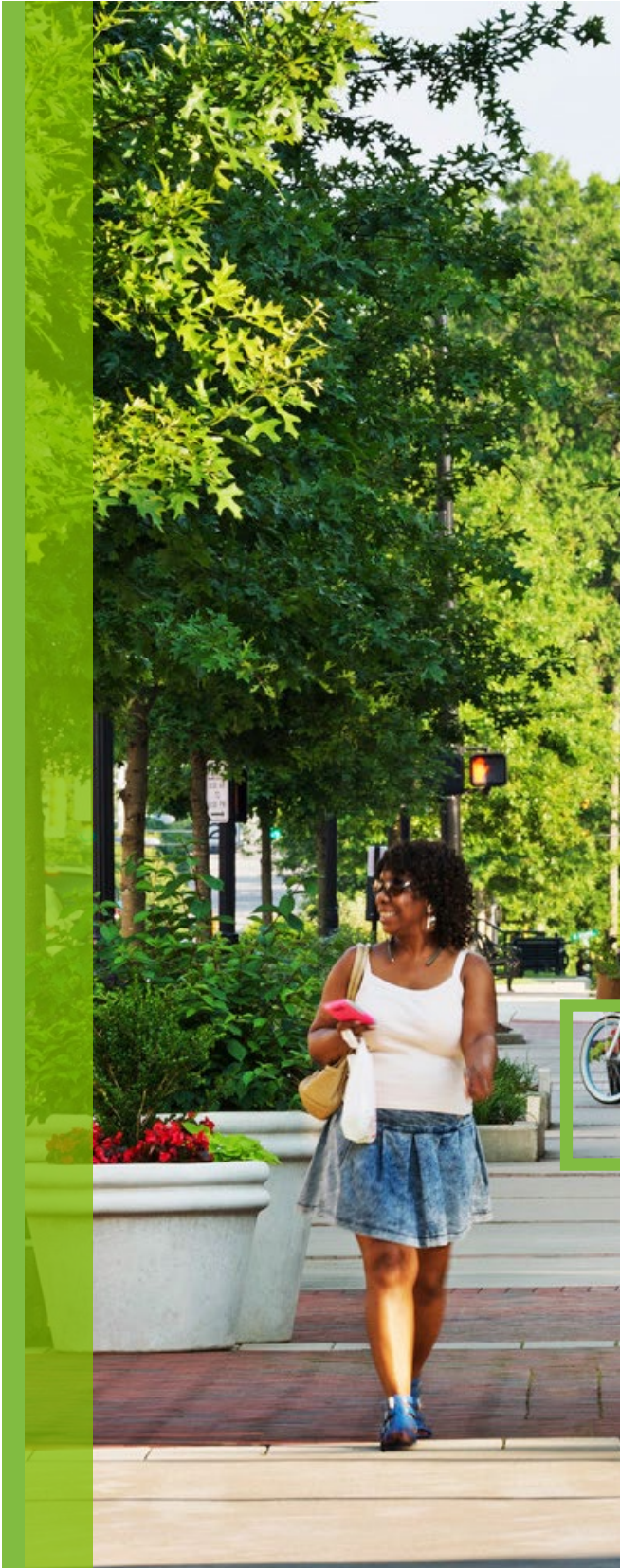
**South Boulevard/South Tryon  
Complete Streets Corridor  
Safety Study**  
Charlotte, NC | Project Manager

**Summer Avenue  
Complete Streets Study**  
Memphis, TN | Transportation Lead

**Town of Garner Land Use +  
Transportation Master Plan**  
Garner, NC | Transportation Lead

**Monk to Mill Urban Trail**  
Rocky Mount, NC | Transportation Lead

**North Elm Street  
Complete Streets + Urban Trail**  
High Point, NC | Transportation Lead



**SECTION THREE**

**Examples of  
Similar Projects**



**Downtown Statesville** | Statesville, NC

## + Helping Downtowns Define What Comes Next

**We bring together planning, design, and implementation to shape downtowns that are placed-based and built for what comes next.**

Across the Carolinas, we have partnered with cities and towns similar to Statesville, including Kannapolis, Hickory, Rock Hill, and Wilkesboro, to guide the evolution of their downtowns. These communities faced many of the same challenges present today: aging infrastructure, pressure from regional growth, and the need to attract new residents and investment, while also defining a clear identity within a broader region.

Through this work, we have helped communities move from vision to action, translating complex conditions into strategies that align public investment, private development, and sustained growth. We understand that successful downtowns today must function as complete ecosystems—places where housing, small business, public space, mobility, infrastructure, culture, and experience reinforce one another.

The following projects demonstrate how this experience translates into real-world results.





**STATESVILLE, NC**

**Downtown & NC 115 Streetscape Land Use Plan**

Delivering Visible Change For Downtown Statesville

Historic downtown Statesville serves as the cultural and civic heart of the community, but like many small towns, it faced evolving development patterns that impacted the urban core. The city recognized the need to reinvest in its downtown, strengthening the public realm to support walkability, activity, and long-term revitalization. LandDesign partnered with the city through a broader land use planning effort that addressed land use, housing, commercial activity, and policy direction for downtown. As that vision took shape, the city and community identified the streetscape as the most immediate opportunity to create visible change.

The resulting streetscape improvements redefined the downtown experience. Widened sidewalks, reconfigured parking, outdoor dining, public art, and streetscape elements transformed the space between the building and curb into a linear park, supporting daily activity while reinforcing the historic character of the corridor. Thoughtful material choices and design details created a cohesive, pedestrian-focused environment that feels authentic to Statesville. This early investment helped build momentum, demonstrating the value of coordinated planning and setting the stage for the next phase of downtown's evolution.



**CLIENT**

City of Statesville

**SERVICES PROVIDED**

Master Planning, Landscape Architecture, Civil Engineering, Urban Design, Community Engagement

**PROJECT RELEVANCE**

- + Master Plan to Implementation
- + Public Realm Transformation
- + Public Engagement
- + Integration with Commercial Development
- + Pedestrian + Streetscape Improvements

**VIEW THE PLAN DOCUMENT**



<https://tinyurl.com/42n346ay>

**RELEVANCE TO STATESVILLE**

LandDesign's work in downtown Statesville provides a strong foundation for this effort, combining firsthand knowledge of past investment with an understanding of how the community has evolved. Having helped shape the initial framework and witnessed its implementation, our team brings a clear perspective on what has worked, where opportunities remain, and how to guide a more coordinated and comprehensive approach to this next phase of growth.





**KANNAPOLIS, NC**

## Downtown Kannapolis West Avenue Master Plan + Implementation

### Reinventing Downtown Kannapolis

Following the closure of Cannon Mills and decades of economic dependency on a single industry, Kannapolis faced a defining moment—how to reposition its downtown, attract new investment, and establish a new identity within a growing region. LandDesign has been a trusted partner in that transformation for more than 40 years. Our work began alongside the original reinvestment in downtown and evolved through the redevelopment of the former mill site into the North Carolina Research Campus, a 350-acre research district.

Building on that momentum, LandDesign worked with the city to define a new vision for downtown as a connected, mixed-use destination. Following the city's acquisition of key downtown properties, we led the master planning and infrastructure strategy for a 15-block area, aligning public investment with private development and establishing a framework for growth. The reinvestment in West Avenue became the catalyst. Reimagined as a signature public space, the corridor now functions as a linear park and community gathering space, supporting daily activity, events, and adjacent development. This was paired with the introduction of a downtown ballpark and entertainment district, creating a strong foundation for retail, residential, and commercial investment.



**CLIENT**

City of Kannapolis

**SERVICES PROVIDED**

Master Planning, Landscape Architecture, Civil Engineering, Urban Design, Community Engagement

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**PROJECT RELEVANCE**

- + Master Plan to Implementation
- + Public Realm Transformation
- + Public Engagement
- + Integration with Commercial Development
- + Pedestrian + Streetscape Improvements

**VIEW THE PLAN DOCUMENT**



<https://tinyurl.com/5h47ysnz>

**INFRASTRUCTURE DESIGNED TO SUPPORT DECADES OF GROWTH**

Equally critical was the modernization of underlying infrastructure. LandDesign led the coordination and integration of utility and transportation improvements, ensuring the downtown could support growth while maintaining a high-quality public realm.



**RELEVANCE TO STATESVILLE**

LandDesign led this effort from master planning through implementation, demonstrating how a partnership and coordinated investment strategy can catalyze private development. The project required careful coordination between redevelopment strategy, utility upgrades, parking systems, and phasing to maintain downtown function while supporting ongoing transformation.



**HICKORY, NC**

## City of Hickory Inspiring Spaces Plan

### Defining Identity Through a Citywide Framework

Following the decline of its textile industry and the loss of over 45,000 jobs, the City of Hickory faced a critical moment to redefine its future. In response, the city partnered with LandDesign to develop the Inspiring Spaces Plan, a citywide framework to guide public investment and catalyze economic development. The plan aligned infrastructure, public spaces, and key destinations under a unified vision—“Life Well Crafted”—identifying priority projects, costs, and a phased implementation strategy.

This framework has guided transformative projects across the city, including the renovation of Union Square and the advancement of the River District. Union Square re-established the downtown as a civic heart through streetscape improvements and public realm activation, while the River District Master Plan extended that energy to the Catawba River, connecting disjointed assets. These efforts demonstrate how a coordinated approach can unlock underutilized areas, strengthen identity, and create a connected, experience-driven environment.



**CLIENT**

City of Hickory

**SERVICES PROVIDED**

Master Planning, Landscape Architecture, Civil Engineering, Urban Design, Community Engagement

**PROJECT RELEVANCE**

- + Master Plan to Implementation
- + Public Realm Transformation
- + Public Engagement
- + Pedestrian + Streetscape Improvements

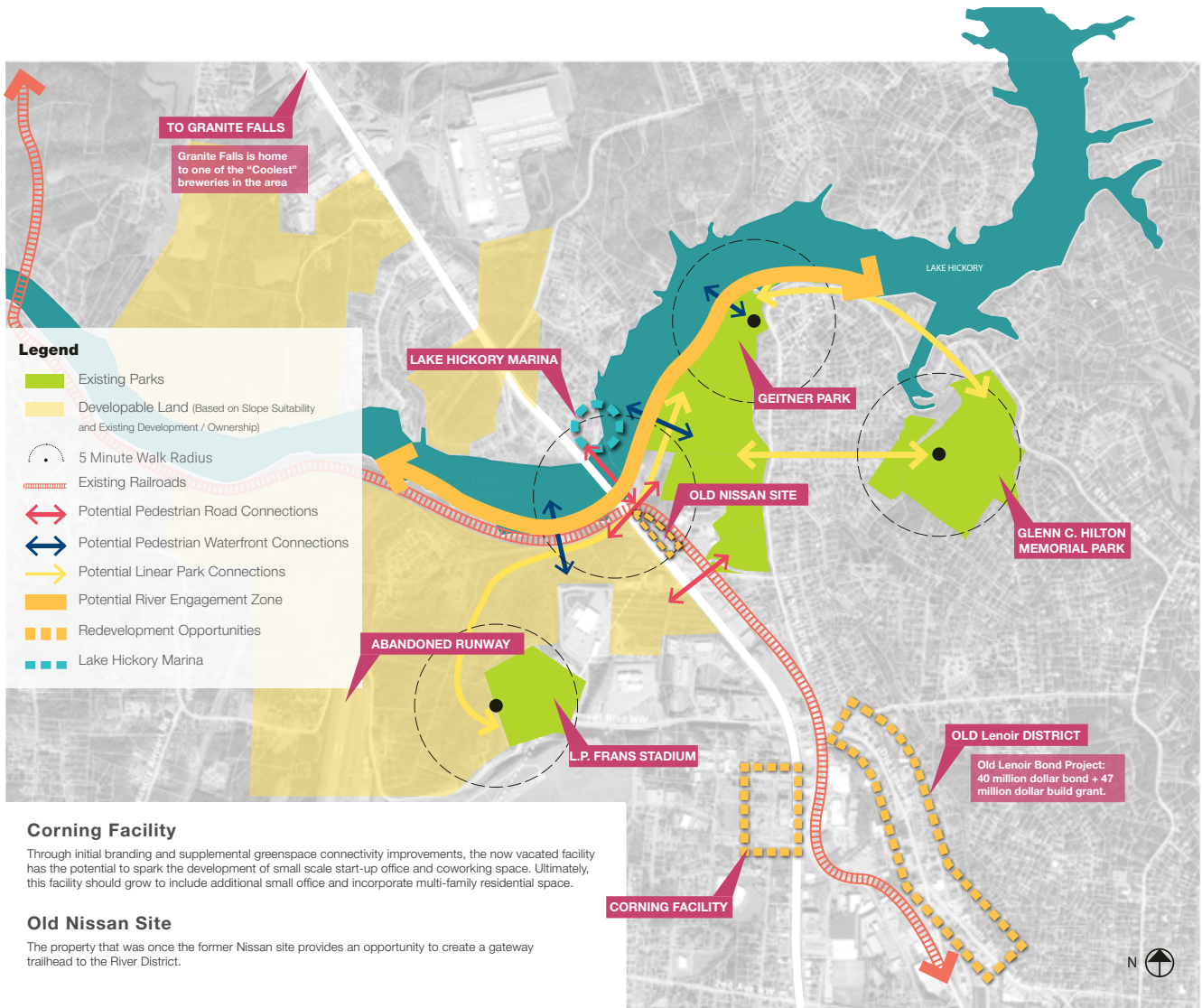
**VIEW THE PLAN DOCUMENT**



<https://tinyurl.com/bdtpx9ae>

**RELEVANCE TO STATESVILLE**

LandDesign led this effort from vision through construction, demonstrating how a citywide framework can define identity and organize growth beyond individual projects. The plan connects public space, infrastructure, and development into a cohesive system, providing a strong model for communities seeking to establish a vision and guide future investment.



**Corning Facility**  
Through initial branding and supplemental greenspace connectivity improvements, the now vacated facility has the potential to spark the development of small scale start-up office and coworking space. Ultimately, this facility should grow to include additional small office and incorporate multi-family residential space.

**Old Nissan Site**  
The property that was once the former Nissan site provides an opportunity to create a gateway trailhead to the River District.

THREE  
**EXAMPLES OF SIMILAR PROJECTS**



**WILKESBORO, NC**

**North Wilkesboro Downtown + River District Plan**

Turning Community Vision into Action

While the opportunity to reconnect its historic downtown with the adjacent riverfront was well understood, the Town of Wilkesboro needed a plan that could align stakeholders, define priorities, and guide real investment. LandDesign partnered with the town to develop a comprehensive plan that positioned Downtown and the River District as distinct but connected places. Building on the community’s vision to strengthen economic opportunity and quality of life, the plan established a framework linking downtown, the emerging riverfront, and an expanding trail network into a cohesive system.

Through a planning and engagement process, including in-person outreach, stakeholder coordination, and more than 1,800 community responses, we translated local priorities into targeted strategies for land use, mobility, and open space. The plan moved beyond vision, organizing recommendations into action items with identified priority projects, funding tools, and partnership strategies.

**LandDesign.**

**CLIENT**

Town of North Wilkesboro

**SERVICES PROVIDED**

Master Planning, Landscape Architecture, Civil Engineering, Active Transportation, Urban Design, Community Engagement

**PROJECT RELEVANCE**

- + Master Plan
- + Public Realm Vision
- + Public Engagement
- + Integration with Commercial Development
- + Pedestrian + Streetscape Improvements

**VIEW THE PLAN DOCUMENT**



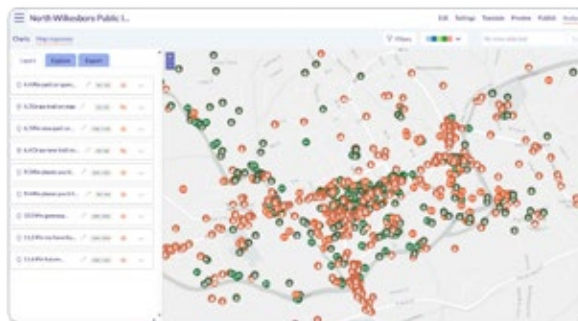
<https://tinyurl.com/4bjxnyw5>

**ENGAGEMENT TOOLS THAT MAKE INPUT ACTIONABLE**

We created tailored engagement tools that share information and collect feedback in a user-friendly and engaging way. Through branding, data visualization, and interactive media, we brought complex planning concepts to life. For the North Wilkesboro Downtown Plan, we deployed Maptionnaire to capture location-specific input, producing defensible engagement summaries that strengthened the plan and gave local leaders confidence in its adoption.



**SESSION 1 COMMUNITY SURVEY RESULTS**



Over the course of 77 days,  
**1,204 people responded to the survey.**

**RELEVANCE TO STATESVILLE**

Similar to Downtown Statesville, this effort required balancing historic character, economic development, and community identity through. LandDesign combined public workshops, stakeholder interviews, community meetings, social media outreach, and interactive Maptionnaire engagement to gather input from a broad cross-section of the community. The result was an implementation-focused plan that helped align community priorities with future investment and downtown revitalization strategies.



**WENDELL, NC**

## Blueprint Wendell

### Establishing a Framework to Manage Growth and Change

Recognizing rapid growth and increasing development pressure, the Town of Wendell updated its vision to better define a path forward and manage change in alignment with community priorities. The process included a range of engagement activities, from in-person and online meetings to surveys, mapping exercises, and a “meeting-in-a-box,” resulting in a plan that clearly communicates the community’s expectations as growth occurs. As the town’s policy guide, the plan informs decisions related to development approvals, conservation, capital investments, and the expansion of municipal services. Key initiatives include downtown revitalization, gateway improvements, expanded parks and greenway networks, and transportation enhancements, along with strategies to support economic development and mixed-use growth in key nodes, including downtown.

**RELEVANCE TO STATESVILLE**

This project demonstrates Nealon Planning’s ability to guide communities through periods of growth by establishing policy direction and development frameworks. For Statesville, this experience supports the creation of a Downtown Small Area Plan that aligns land use, infrastructure, and investment decisions, ensuring growth is managed successfully.



**CLIENT**

Town of Wendell

**SERVICES PROVIDED**

Land Planning, Policy Advisory,  
Community Engagement

**PROJECT RELEVANCE**

- + Land Use Plan
- + Policy Alignment
- + Community Engagement
- + Strategies for Economic Development

**VIEW THE PLAN DOCUMENT**



<https://tinyurl.com/477r7ps7>



SECTION FOUR

# Project Approach + Methodology



Downtown Kannapolis | Kannapolis, NC

## + Approach + Methodology

**Statesville’s downtown is entering a new phase. The focus now shifts from individual projects to how growth, infrastructure, and investment come together to shape what happens next.**

### Project Understanding

The City’s previous planning and implementation efforts have transformed the physical character of downtown, with streetscape improvements and public realm investments strengthening identity, improving walkability, and creating a strong foundation for private investment. These efforts have reinforced downtown as the civic heart of the community and a regional destination. However, that progress brings a new challenge. The question is no longer how to enhance the public realm, but how to guide change in a way that is coordinated, market-aware, and realistic to implement. Without that clarity, growth can become incremental and disconnected, making it harder to direct investment and realize downtown’s potential.

The Downtown Small Area Plan is the opportunity to define that direction. It will establish where and how downtown should grow, align infrastructure and mobility systems with development patterns, and identify opportunities for public and private investment. This includes strengthening connections between downtown, surrounding neighborhoods, and key corridors.

At the same time, upcoming utility conversion and associated disruption within downtown alleys presents a timely opportunity to rethink how these service corridors function. As parking, loading, sanitation, and access patterns evolve, these spaces can play a larger role in shaping connectivity, operations, and redevelopment potential.

Statesville is also influenced by broader regional growth and evolving transportation networks. As the City considers future investments, including potential passenger rail, these shifts will shape land use, tourism, and housing demand. Understanding how local decisions connect to these broader systems will be critical, positioning downtown for success.

To be effective, the plan must go beyond vision. It should help the City prioritize investments, evaluate redevelopment opportunities, and respond strategically as conditions evolve. This includes identifying catalyst sites, defining development character, and establishing implementation priorities that support both near-term momentum and long-term growth.

Finally, the process itself matters. Building on a strong foundation of community engagement, this effort should focus on informed decision-making, ensuring input directly shapes recommendations and the choices that will guide downtown’s future. Through this Small Area Plan, Statesville can build on its strong foundation and move toward a coordinated and implementable framework for growth that strengthens identity and bolsters economic development.

## Project Approach

Our approach builds on our team’s collective experience leading downtown planning efforts across North Carolina. For Statesville, we have tailored that process to respond directly to the City’s priorities, delivering a plan that is rooted in community input, informed by market realities, and structured for implementation.

We organize our work into four phases, each designed to move from understanding to action while maintaining a connection between engagement, analysis, and decision-making.

### PHASE 1: Discovery + Alignment

We begin by establishing a shared understanding of downtown Statesville today. This phase is critical to identifying the opportunities and constraints that will shape the plan, while also aligning the project team and City staff around goals and expectations for success.

This phase allows us to reconnect with the community, validate current conditions, and understand how land use, infrastructure systems, and market drivers have evolved. This phase ensures that all subsequent planning decisions are based in an up-to-date understanding of downtown. This phase is also intended to identify hidden friction points and emerging opportunities that may not yet be visible through previous planning efforts alone.

Key activities of Phase 1 include:

- Review of existing plans, studies, and policy documents
- Land use and zoning analysis (with Nealon Planning)
- Development patterns and redevelopment potential assessment
- Infrastructure, mobility, and parking systems review
- Demographic and market context analysis (with Arnett Muldrow)
- Stakeholder interviews and coordination with City staff
- Project kickoff and alignment on goals and schedule

#### DELIVERABLES:

- + Existing Conditions Summary (maps + narrative)
- + Opportunities and Constraints Framework
- + Stakeholder Interview Summary
- + Project Work Plan and Schedule





## PHASE 2: Engagement + Vision Alignment

Public engagement is a central component of this effort and will directly inform plan recommendations. This phase is designed to move beyond traditional input gathering and instead focus on building alignment around key priorities, tradeoffs, and opportunities. Rather than asking the community simply what they like or dislike, the process will help participants understand the implications and impacts of different approaches to growth and investment.

Our approach combines in-person and digital tools to reach a broad audience while also allowing for targeted conversations with key stakeholders. Using tools like Maptionnaire, we will capture geographically specific feedback that can be directly integrated into planning analysis, ensuring that community input is meaningful and actionable.

This phase establishes a shared direction for downtown's future that reflects community preferences and the realities identified in Phase 1. Our comprehensive engagement strategy, outlined in detail in Section 5, builds on this approach to ensure input is meaningful and actionable.

Key activities of Phase 2 include:

- Stakeholder interviews and small-group discussions
- Community workshops (minimum of two)
- Map-based digital engagement (Maptionnaire)
- Online surveys and engagement tools
- Ongoing coordination with City staff and stakeholders

### DELIVERABLES:

- + Public Engagement Plan and Materials
- + Workshop Summaries and Exhibits
- + Maptionnaire Data + Analysis Outputs
- + Community Priorities and Vision Framework



**PHASE 3:****Plan Development + Scenario Testing**

This phase translates community input and technical analysis into a clear and cohesive planning framework. Rather than developing a single concept in isolation, we test multiple ideas and scenarios to understand how different approaches perform relative to market conditions, infrastructure capacity, and community priorities.

This process ensures that recommendations are not only aspirational, but feasible. It also allows stakeholders to engage with the plan in a meaningful way, understanding final outcomes. This moves conversations beyond abstract visioning and toward informed decision-making, giving stakeholders an understanding of how land use affects mobility, parking demand, infrastructure needs, economic activity, and downtown character.

A parking assessment will evaluate existing supply, utilization, and future demand to support a vibrant and accessible downtown. The study will include an inventory of on- and off-street parking, occupancy analysis, and a review of management practices such as wayfinding and operations. It will also consider how parking supports broader mobility goals. Findings will identify opportunities to improve efficiency, support redevelopment, and align parking strategies with sustained growth.

Key activities of Phase 3 include:

- Future land use framework development
- Housing and development strategy (with Arnett Muldrow)
- Corridor and gateway planning
- Mobility, parking, and utility coordination
- Identification of catalyst redevelopment sites
- Scenario testing and refinement
- Ongoing stakeholder and City coordination

**DELIVERABLES:**

- + Draft Land Use Framework
- + Development and Housing Strategy
- + Corridor + Gateway Concepts
- + Mobility and Parking Framework
- + Catalyst Site Identification
- + Draft Plan Illustrations and Diagrams

**PHASE 4:****Implementation Strategy + Final Plan**

The final phase focuses on translating the plan into a feasible roadmap. This is where the plan guides the City with prioritizing investments, aligning policies, and maintaining momentum. This phase builds on the planning framework to define what happens first, what follows, and how implementation can be coordinated across public and private partners. By aligning phasing with infrastructure capacity and market readiness, we ensure that recommendations are strategic and achievable.

Key activities of Phase 4 include:

- Prioritized action plan (short-, mid-, long-term)
- Capital project recommendations
- Policy and regulatory considerations (with Nealon)
- Funding strategies and partnerships (with Arnett Muldrow)
- Phasing aligned with infrastructure and market conditions
- Preparation of final plan document and materials

**DELIVERABLES:**

- + Implementation and Phasing Strategy
- + Priority Projects and Action Plan
- + Funding and Partnership Framework
- + Policy and Regulatory Recommendations
- + Final Downtown Small Area Plan Document
- + Executive Summary + Graphics





SECTION FIVE

**Public  
Engagement  
Strategy**



**The Bowl at Ballantyne Reimagined** | Charlotte, NC

# Public Engagement Approach

Successful engagement is not measured by participation alone, but by whether the process helps communities **make clearer, more confident decisions about the future.**

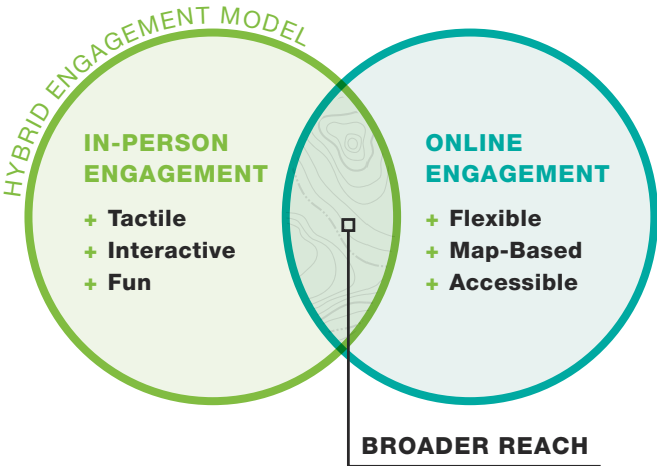
Community engagement is central to the Downtown Small Area Plan. It represents an opportunity to build on a strong foundation of public involvement that has already shaped downtown’s evolution. Our approach is designed not only to gather input, but to build a shared understanding around the decisions required to guide downtown’s next phase. This includes helping the community and decision-makers navigate the changes shaping downtown today and informing the decisions that will shape its future.

**Engagement is structured as a continuous, milestone-driven process that combines listening, education, and communication of options.**

Early in the process, we will convene a focused group of stakeholders to confirm and refine the project vision and goals, grounded in findings from the initial inventory and analysis. As planning concepts are developed, we will work with City staff to facilitate small group and one-on-one meetings with elected officials and key stakeholders to review options in detail, discuss tradeoffs, and align priorities. These conversations are critical to ensuring decision-makers are equipped to guide the plan’s direction as it evolves.

Public workshops will be structured around key milestones. The first will focus on existing conditions and community priorities, using interactive, place-based exercises to gather location-specific input. The second will present planning concepts in a clear and accessible format, allowing participants to understand what changes, what is gained, and what is given up with each approach. This structure ensures feedback is informed, focused, and directly applicable to refining the preferred direction.

Our approach combines in-person engagement with targeted digital tools to create a process that is both accessible and meaningful. Workshops, stakeholder meetings, and community conversations provide the opportunity to hear directly from those who live, work, and invest in downtown Statesville. These interactions build trust, surface local insight, and allow ideas to be tested in real time.



## Public Engagement Approach

Digital tools are used to extend that reach and deepen the conversation—**not replace it.**

In parallel with in-person engagement, we will deploy a Maptionnaire survey as a digital complement to the process. This interactive, map-based tool allows participants to comment directly on specific locations, identify barriers and opportunities, and prioritize improvements. Responses are geographically referenced and integrated into GIS, creating a layered understanding of community input alongside technical analysis.

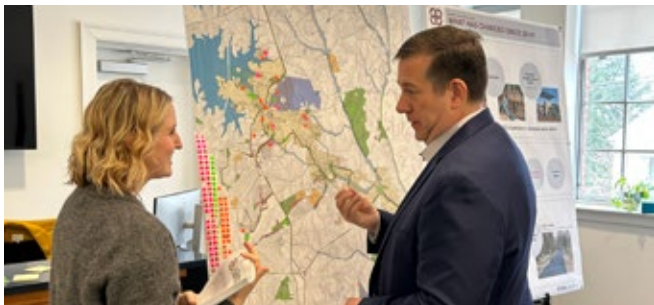
GIS mapping further supports this effort by helping visualize existing conditions, circulation patterns, and how downtown is experienced today. These maps are used throughout the process, in workshops, stakeholder meetings, and internal analysis, to connect ideas to real places and allow both the public and City staff to track insights as they evolve.

Complementing this work, our visual communication approach ensures that information is clear, accessible, and engaging. Maps, diagrams, and workshop materials are designed to simplify complex ideas, helping participants understand options, evaluate tradeoffs, and contribute meaningfully to the planning process.

Input from all engagement activities will be synthesized and directly inform the development of recommendations. This approach ensures the final plan reflects community priorities, is grounded in an understanding of performance considerations, and is positioned for adoption and implementation.

### BUILDING CONSENSUS THROUGH CLEAR TRADEOFFS North Wilkesboro Downtown + River District Plan

We create custom tools that make information easy to understand and give people a clear way to respond. Using branding, data visualization, and simple interactive formats, we help communities engage with ideas and contribute meaningful feedback. For the North Wilkesboro Downtown + River District Plan, we used Maptionnaire to capture location-specific input, producing clear summaries that strengthened the plan and gave local leaders confidence in its adoption.



READ THE WHITEPAPER

<https://tinyurl.com/yck98ck8>



### SESSION 1 COMMUNITY SURVEY RESULTS



Map-based engagement tools allow participants to respond to specific locations, helping translate community input into design decisions.



SECTION SIX

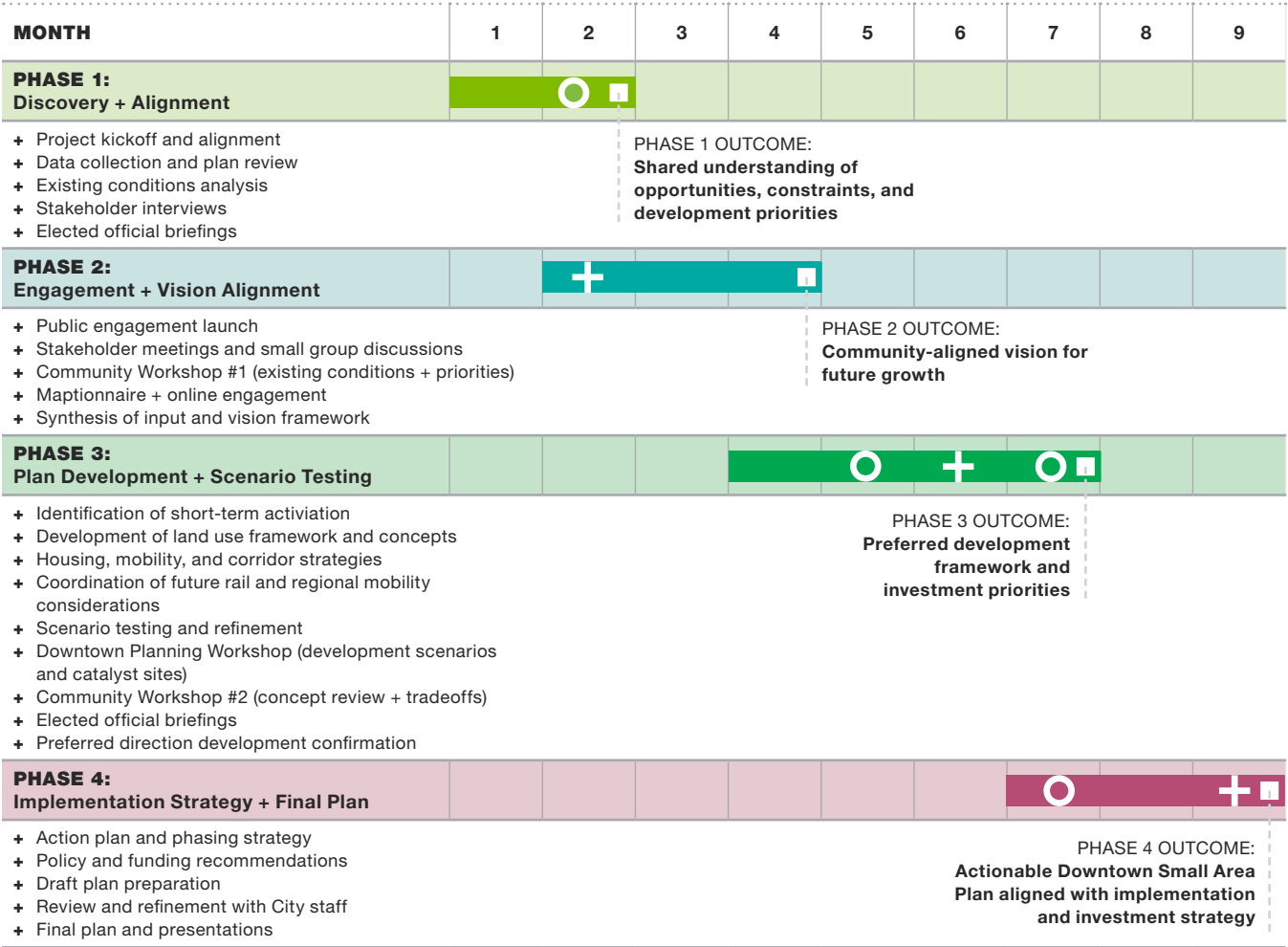
**Proposed  
Schedule**



**Bell Tower Green** | Salisbury, NC

# Project Schedule

LandDesign proposes a nine-month planning process structured around key milestones, engagement touchpoints, and decision-making moments. This schedule is designed to maintain momentum while allowing sufficient time for meaningful community engagement, coordination with City staff, and iterative refinement of recommendations.



- Property Owner/  
Stakeholder Coordination
- + Public Meeting

# CREATING PLACES THAT **CONNECT**



Downtown Kannapolis | Kannapolis, NC



SECTION SEVEN

# Cost Proposal



**Fountain Park** | Rock Hill, SC

# Cost Proposal

The proposed scope and fee are structured to prioritize implementation-focused planning, targeted public engagement, and actionable recommendations aligned with the City’s budget and project goals. Fee includes all meetings, engagement activities, digital engagement tools, mapping, graphics, and final document preparation.

## Cost By Task

PHASE	TASK NAME	FEE
Phase 1	Discovery + Alignment	\$18,000.00
Phase 2	Engagement + Vision Alignment	\$22,000.00
Phase 3	Plan Development + Scenario Testing	\$54,000.00
Phase 4	Implementation Strategy + Final Plan	\$26,000.00
<b>TOTAL COST</b>		<b>\$120,000.00</b>

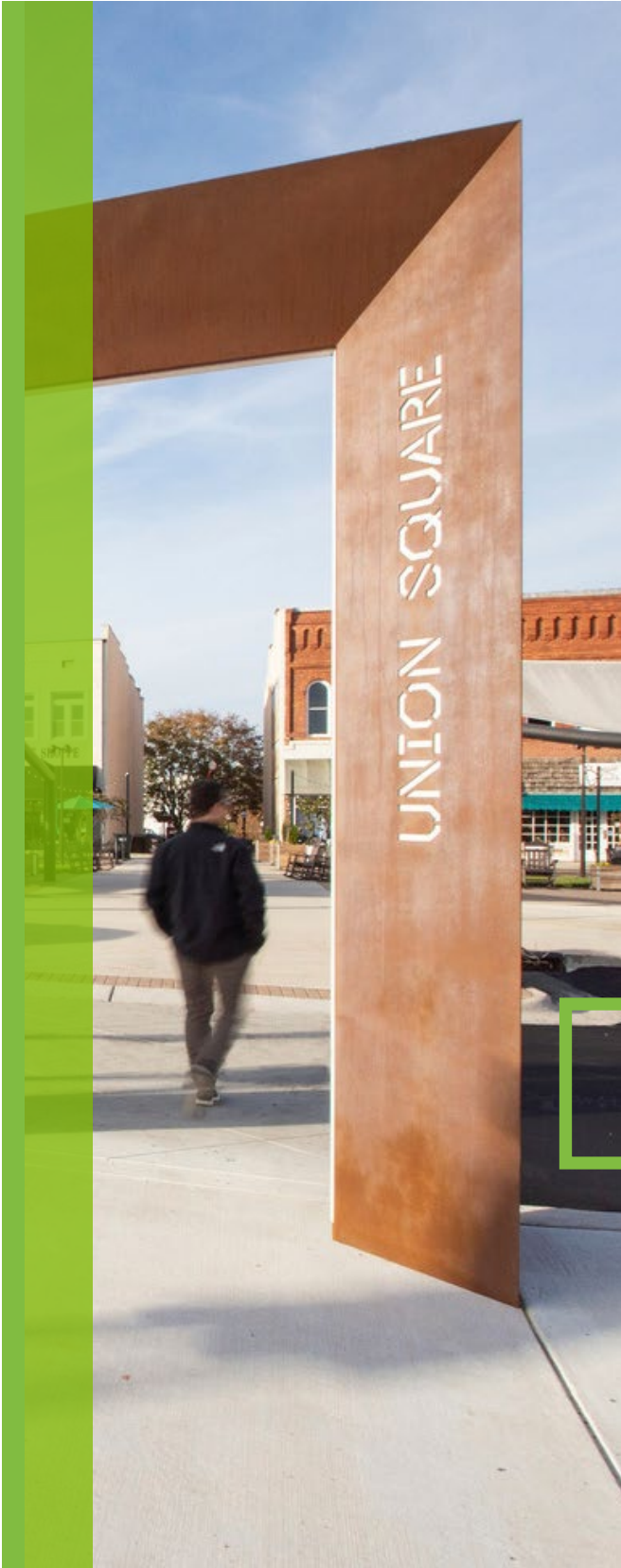
## Hour By Staff Role

TEAM MEMBER	PROJECT ROLE	EST. HOURS
<b>LANDESIGN</b>		
Beth Poovey	Principal-in-Charge	80
Emily Condon	Project Manager	180
Matt Weschler	Mobility Planner + GIS Specialist	70
Jeff Mis	Landscape Architect	80
<b>NEALON PLANNING</b>		
Meg Nealon	Land Planner	70
<b>ARNETT MULDROW</b>		
Tripp Muldrow	Market Analyst	52
<b>MCFARLAND JOHNSON</b>		
Mike Rutkowski	Transportation Planner	50

# CREATING PLACES THAT **SCALE**



**Downtown Statesville** | Statesville, NC



SECTION EIGHT

# References



City of Hickory Union Square Redevelopment | Hickory, NC

## References



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**CREATING  
PLACES THAT**

UNITE

ENGAGE

INSPIRE

CONNECT

SCALE

**MATTER**





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