STATESVILLE CITY COUNCIL MEETING

Statesville City Hall – 227 S. Center Street
August 6, 2026 - 4:00 p.m. - Pre-Agenda Meeting – 2nd Floor Conference Room
August 10, 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** p. 9
1. **Statesville FC Recognition**
2. **National Health Center 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 July 9, 2026, Pre-Agenda Meeting Minutes and the July 13, 2026, Regular Meeting Minutes.** (E. Kurfees) p. 11

B. **Consider approving the 2026 Charlotte Regional Transportation Planning Organization's 2026 Memorandum of Understanding**. (Weeks) p. 21

C. **Consider approving the first reading of an ordinance to amend Article V: Automatic Alarm System Regulations.** (G. Kurfees) p. 41

D. **Consider appropriating the remaining ARPA interest funds to support FY27 capital projects associated with the Stateville Fire Department.** (Lawrence) p. 47

E. **Consider approving the sole source vendors for the City of Statesville for apparatus, supplies, materials, or equipment in accordance with NCGS 143-129 (e) (6).** (Lawrence) p. 49

F. **Consider approving Budget Amendment #2027-xx, which appropriates fund balance to support the rollover of outstanding purchase orders.** (Lawrence) p. 59

G. **Consider approving the installation of a 9-foot-tall, contemporary sculpture titled Fantasia at the northernmost corner of the median, between Debow Street, Light Street, and West Water Street.** (Campbell) p. 61

H. **Consider approving the first reading of an ordinance establishing the Third Creek Sewer Line Project Fund.** (Vaughan) p. 67

I. **Consider approving Budget Amendment #2027-01 to accept the NCDOT Aviation Economic Development Grant in the amount of $1,960,000 for construction of a hangar for Victory Air.** (Ferguson) p. 73

J. **Consider approving the low bid from Garanco, Inc. for the construction of a hangar for Victory Air in the amount of $7,143,200.** (Ferguson) p. 79

K. **Consider approving an agreement with United Way of Iredell County to participate in the Iredell Housing Fund.** (Hills) p. 87

REGULAR AGENDA

IX. **Consider voting in favor of I-77 South Express Toll Lanes at the September 16, 2026 CRTPO Board meeting.** (Weeks) p. 109

X. **Conduct a public hearing and consider passing the first reading of an ordinance to impose a 150 day moratorium on the acceptance, processing, and approval of applications for new telecommunications and data centers within the City of Statesville and its Extraterritorial Zoning Jurisdiction pursuant to NCGS 160D-107.** (Martin) p. 119

XI. **Old Business**

1. **Receive a report on the Brownfields Grant.** (Pierce)

XII. **Other Business**

XIII. **Closed Session**

1. **G.S. 143-318.11(a)(5) – Property Disposition/Acquisition**
2. **G.S. 143-318.11(a)(6) – Personnel**
3. **G.S. 143-318.11(a)(3) – Attorney Client Privilege**

XIV. **Advisory Board Minutes** p. 125

1. **ABC Board Minutes - May 26, 2026**
2. **DRC Minutes - June 18, 2026**
3. **Planning Board Minutes - June 23, 2026**

XV. **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

<u>I affirm that I have read and understand the City of Statesville Code of Ethics</u>

J. Douglas Hendrix, Mayor

David Jones, Mayor Pro Tem – Ward One

Kristi Madison Pfeufer – 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 core values

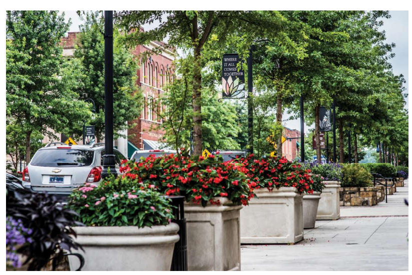
we value our city staff

we value quality & creativity

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

NATIONAL HEALTH CENTER WEEK
August 2–8, 2026

WHEREAS, Community Health Centers have provided high-quality, affordable, comprehensive primary and preventive health care for more than 60 years; and

WHEREAS, Community Health Centers serve more than 52 million people in over 17,000 communities nationwide, making them the nation's largest primary care network; and

WHEREAS, Community Health Centers improve the health of their communities by providing integrated services including primary care, behavioral health, dental care, vision services, pharmacy, and preventive screenings that help reduce chronic disease and improve health outcomes; and

WHEREAS, Community Health Centers play a critical role in serving rural, suburban, and urban communities, often providing the only source of primary care while responding to public health emergencies, supporting veterans, addressing substance use disorders, and expanding access through school-based health centers and mobile medical units; and

WHEREAS, Community Health Centers are locally governed by patient-majority boards, reflecting the unique needs of the communities they serve while strengthening local economies by creating jobs and generating significant economic activity; and

WHEREAS, National Health Center Week recognizes the dedicated physicians, nurses, dentists, behavioral health professionals, support staff, and community partners whose commitment ensures that quality health care remains accessible to all; and

WHEREAS, the City of Statesville recognizes the contributions of Kinegra Health in promoting a healthier Statesville and improving the quality of life for residents throughout our region.

NOW, THEREFORE, I, J. Douglas Hendrix, Mayor of the City of Statesville do hereby proclaim **August 2–8, 2026, as NATIONAL HEALTH CENTER WEEK** in the City of Statesville, and encourage all residents to recognize the important role Community Health Centers play in strengthening the health 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 10th day of August 2026

J. Douglas Hendrix, Mayor

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STATESVILLE CITY COUNCIL PRE-AGENDA MEETING MINUTES – July 9, 2026
CITY HALL – 227 S. CENTER STREET, STATESVILLE, NC – 4:00 P.M.

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

Council Absent: Lawton

Staff Present: Ron Smith, Messick, E. Kurfees, G. Kurfees, Leis, Harrell, Vaughan, Onley, Hubert, Griggs, Kirkendall, Everette, Pierce, Caulder, Lawrence, Adkins, Hatcher, Bridges

I. Call to Order
Mayor Hendrix called the meeting 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

VI. Presentations & Recognitions

1. **Piedmont HealthCare 30th Anniversary Proclamation**
2. **Parks and Recreation Month Proclamation**

VII. City Manager's Report

VIII. Public Comment
Smith stated that we have been told that an individual may attend the meeting.

Council Member Jones stated that it is good for the Manager to respond during a Public Hearing.

IX. <u>CONSENT AGENDA</u>
Mayor Hendrix reviewed the consent 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)

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)
Chief Onley stated that this is an annual grant.

C. Consider approving the first reading of a parking ordinance prohibiting vehicles from parking in the same block beyond the permitted time limit. (Onley)
Chief Onley stated that the system recognizes vehicles remaining in the same block. He stated that other municipalities have 2 hours in the geographical block.

Council Member Jones would like to move this item to the regular agenda. He is unsure about the parking on either side of the street. He would like to have a better parking policy.

Council Member Allison is concerned about eliminating people from coming to downtown.

Council Member Jones would like Chief Onley to talk with Matthew and have signs should say. He would prefer space by space instead of blocks.

Council decided to remove this from the Agenda.

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)
Everette stated that this is no cost to the City and this will lead to one log in to the for the employee.

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

F. **Consider approving a resolution to accept (contingent upon NC DEQ approval) the bid for the Third Creek Sewer Extension project.** (Vaughan)

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)

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)
Council Member Pressly asked about the site plan. Kirkendall stated that the public hearing will be on August 10th and we can discuss further.

Council Member Pearson asked about Moose Club Road with our utilities. Vaughan stated that there is the same sewer issue, but the water issue is the same.

Council Member Robertson stated that the staff must bring the item to us. Messick stated that we cannot say no at this point.

Mayor Hendrix asked if the developer is aware they must put the infrastructure in.

Council Member Robertson stated that we do not want to annex or rezone anything in the Moose Club Road until we deal with the Troutman issue.

Messick stated that you must pass this. You can go on to say that you are not inclined to annex in this area because of the sewer issue. She stated that the presentation needs to include a full presentation on the sewer.

Council Member Pearson wants to be fair to everyone.

Caulder stated that the developer does know the expense of the utilities. He stated that the developer came to the City a year ago.

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)
Council Member Pearson asked if he applied again. Caulder stated that the State passed legislation that we cannot stop the developer to come back. The major change is there is no connection to Japul Road.

Council Member Jones asked if the developers have a written agreement. Kirkendall stated that there is not one yet. Council Member Jones stated that his decision will be based on a written agreement with the other development.

Council Member Pfeufer stated that the citizens are against the connection.

Leis stated that he must have the written agreement to provide electric.

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)
Leis stated that our vendor did not confirm pricing in time and they did not meet the deadline in time.

This item was removed from the agenda.

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)
Leis stated that this is the second year of a 5 year contract. The pricing is locked in for the original contract. This is the firm we use for the capital improvements.

Council Member Pressly asked about next year. Leis stated that the purchase order should be the same going forward. The pricing is less than our old contract.

Council Member Pressly asked about the boring machine. Leis stated that we don't have the capacity to do a larger boring. He would like to see more of the financial analysis to show how much it will save or how much revenue.

Smith stated that this is response based. It is infrastructure to the new developments. There is a shift for our crews not having to do this work so that the crew could focus on the core of the city. Smith stated that he is not sure what he could add. Council Member Pressly would like to see the return on investment and take a deeper look.

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)
Pierce stated that the funds approved last year and with the remainder of the Brownfields Grant funds. Public Power is looking to covert to 23kV in the downtown area.

Council Member Pressly asked about the funds and EPA Grants. Pierce stated that we have this funds already and we have attempted to use the funds for a couple of things, including the Monroe and Front Street Small Area Plans.

Council Member Pressly would like to see the background on the grant information.

Council Member Allison asked if the grant could be used at the wall at the Flatts. Pierce stated that the grant may only be used for planning or sites that are specific brownfields.

XI. **Other Business**
Council Member Pfeufer asked about the drought. Vaughan stated that we are still in stage 2. There have only been 2 violations. We made a commercial customer fix a leak and one was a warning.

XII. **Closed Session**
Council Member Allison made a motion to go to closed session, Council member Pfeufer seconded the motion. The motion passed unanimously.

1. **G.S. 143-318.11(a)(3) Attorney Client Privilege**

XIII. **Advisory Board Minutes**

XIV. **Adjourn**

STATESVILLE CITY COUNCIL REGULAR AGENDA MEETING MINUTES – July 13, 2026
CITY HALL – 227 S. CENTER STREET, STATESVILLE, NC – 6:00 P.M.

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

Council Absent: None

Staff Present: Ron Smith, Messick, E. Kurfees, G. Kurfees, Leis, Harrell, Vaughan, Onley, Hubert, Griggs, Kirkendall, Everette, Pierce, Caulder, Lawrence, Adkins, Hatcher, Bridges

I. Call to Order
Mayor Hendrix called the meeting to order.

II. Invocation
The City Clerk led the invocation.

III. Pledge of Allegiance
Mayor Hendrix led the Pledge of Allegiance.

IV. Adoption of the Agenda
Mayor Hendrix stated that Item C and J were removed from the agenda and asked for a motion on the item.

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

V. 2026 Code of Ethics and the Front and Center Strategic Plan
Mayor Hendrix stated that the City Council strives to meet the code of ethics and Strategic Plan at each meeting.

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

1. **Piedmont HealthCare 30th Anniversary Proclamation**
   Mayor Hendrix read the proclamation and asked CEO Jeff Smith to receive the proclamation. Mr. Smith thanked the Council for their support and love being a part of the community.

2. **Parks and Recreation Month Proclamation**
   Mayor Hendrix read the proclamation into the record and asked the REV team to come to the podium.

   Mr. Griggs recognized Eric Heaggans for his 30 years of service to the Bentley Center.

VII. City Manager's Report
Smith stated that the City opened Fire Station 5 and they are running at a high call volume. He reviewed the PD expansion area and the call center has been completed. The parking garage is still delayed due to the elevator. The Municipal Operations Center final phase is in the design phase and working out the final pricing. Smith reviewed the REV projects: Newtonville Park disc golf course is underway and Cochran Street Recreation Center internal renovations have started.

Smith reviewed the waterline project. The project is 84% completed. He stated that we are still in Stage 3 Drought Conditions.

Smith reviewed the sidewalk project. The Alexander Street portion is 95% completed.

Smith provided an update from Planning. Permits are down significantly this year. There are several large developments that are in the sitework phase.

Smith reviewed the City Council Committee.

Council Member Pearson thanked staff for their work on the Juneteenth Celebration.

VIII. Public Comment

No one signed up for public comment.

IX. <u>CONSENT AGENDA</u>

Mayor Hendrix reviewed the consent 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)

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)

~~C. **Consider approving the first reading of a parking ordinance prohibiting vehicles from parking in the same block beyond the permitted time limit.** (Onley)~~
City Council removed this from the Agenda.

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)

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

F. **Consider approving a resolution to accept (contingent upon NC DEQ approval) the bid for the Third Creek Sewer Extension project.** (Vaughan)

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)

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)

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)

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)~~ **City Council removed this item from the agenda.**

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)

Mayor Hendrix asked for a motion on the consent agenda.

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

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)

Pierce reviewed why we need to update the Downtown Small Area Plan. The last plan was from 2009 and additional downtown residents have come to downtown and there are less vacant commercial properties. Pierce stated that SPP is working to convert lines to 23kV which will disrupt downtown alleys. This project will allow alley reconstruction opportunities. He stated that he wants to know where the growth needs to go and how to help to guide that growth. He reviewed the process the selection process from the Request for Proposals.

Council Member Pressly asked questions about the Brownfields Grant. Pierce stated that the prior council applied for the Brownfields Grant. Council understood that there was funding to have a broad look at the Brownfields in general. The application included the Monroe Street and Front Street corridors. Primarily, the assessment grant is about finding the opportunities for the next round of funding. The use of the grant is a key focus in the downtown can be the industrial and dry cleaner sites.

Council Member Pressly reviewed how the EPA website has the grant award for Statesville and asked Pierce if we completed all this work. Pierce stated that we reached out to each business owner and property owner with the funds. He stated that we have not received any takers on the funds to clean up properties.

Council Member Pressly asked if we did any Phase 1 work. Pierce stated that we did Phase 1 work on DELCO and Purple Heart Homes site. He stated that Phase 1 is allows a firm to look at the past uses of the sites to determine the likelihood of contamination of the site then you look for actuals of what is in the soil.

Council Member Pressly stated that the Monroe Street / Front Street plan has 32 grants to apply for the grants. Pierce stated that we have not applied for the grant. Council Member Pressly said to discuss these grants in the Economic Development Committee.

He asked when the funds have to be spent. Pierce stated all but $50,000 has been spent and the deadline is September 30th.

Beth Poovey from LandDesign has a presentation. She reviewed the team that will work with DSDC on the project. She reviewed the scope of the project including community engagement process.

Council member Allison made a motion to accept the contract. Council Member Robertson seconded the motion.

Council Member Pressly does not support the motion due to using the Brownfields Grant. He stated that we have not followed the recommendation from the plan and we are taking funds away from South Statesville. The EPA funds are clearly intended for South Statesville.

Smith stated that the staff intend to follow through with the Front Street and Monroe Streets area plans and the consultant did not deviate from the grant application. We do plan to pursue the grants.

Council member Allison stated that she wants to revisit the South Statesville issue and to answer his question. Pierce stated that the definition of South Statesville is south of the tracks. He stated that the Monroe Corridor is the main priority in South Statesville. He stated that there are still opportunities to be taken up from the Monroe Street plan. He stated that this Downtown Plan goes all the way to Hwy 70.

Council Member Pressly asked what we have to say from the $500,000 grant. He would like to see the industrial neighborhoods redeveloped. Pierce stated that the Brownfields sites are not in traditional “South Statesville”. The highest concentration of Brownfields are Front Street and Monroe Street. The other site was the eastern side of Shelton Avenue. We did not choose that part because there was already a plan for it.

Council Member Pressly would like to have the ESF Phase 1 completed on these sites.

Council Member Robertson stated that these are appropriate use of the funds. Council Member Allison said that the grant was for South Statesville. This is from 2022. She needs a refresher of the grant and Council Member Pressly asked good questions.

Council Member Allison asked to withdraw her motion.

Council Member Pearson stated that we have Pre-Agenda meetings and Pierce did the entire presentation. She stated that these questions should be asked during Pre-Agenda.

Council Member Allison stated that the public has a right to know about the funds on South Statesville.

Council Member Jones made a motion to approve the request as presented and ask the staff to give an accounting of the Brownfields grant funding. Council Member Nicholson seconded the motion.

Aye: Robertson, jones, Pfeufer, Lawton, Nicholson, Pearson
Nay: Pressly, Allison
The motion passed 6 to 2.

XI. Other Business

XII. Closed Session

1. **G.S. 143-318.11(a)(3) Attorney Client Privilege**

XIII. Advisory Board Minutes

XIV. Adjourn

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

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Tamira Weeks, Transportation Planner

DATE: 7/27/2026 2:34 PM

ACTION NEEDED ON: **August 10, 2026**
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the 2026 Charlotte Regional Transportation Planning Organization's 2026 Memorandum of Understanding.

---

1. **Summary of Information:**
Charlotte Regional Transportation Planning Organization (CRTPO) serves as the official federal metropolitan planning organization for the City of Statesville and other Mecklenburg, Union, and Iredell County Municipalities. CRTPO's Memorandum of Understanding (MOU) establishes a framework for cooperation among local governments, transit agencies, and the North Carolina Department of Transportation (NCDOT) to implement transportation planning and public transit initiatives.

   In November 2025, the North Carolina General Assembly passed the Projects for Advancing Vehicle-Infrastructure Enhancements Act ("PAVE Act") and Mecklenburg residents approved of the sales tax referendum. Because of this, the structure of Charlotte Area Transit System (CATS) will change from a Metropolitan Transit Commission (MTC) to be succeeded by the Metropolitan Public Transportation Authority (MPTA). The current 2024 MOU uses "MTC". The MOU must be updated to reflect the change and amend all text to "MPTA". The MPTA will become a voting member of the Board only after the MOU amendment is approved and all MOU signatures received from the jurisdictions

2. **Previous Council or Relevant Actions:**
City of Statesville is a current member of CRTPO and signed the 2024 MOU.

3. **Strategic Initiatives Supported/Impacted:**
Developing Our City: N/A
Connecting Our City: Invest in services and critical public infrastructure to align with land use plan goals and accommodate future growth citywide.
Connecting Our Communities: N/A
Strategic Plan Values: We value and encourage Opportunity

   CRTPO MOU outlines transportation planning across the counties, defines roles and responsibilities, and supports public transit funding and service allocation. By approving the MOU the City of Statesville can continue to strengthen regional collaboration.

4. **Budget/Funding Implications:**
No budget/funding implications.

5. **Consequences for Not Acting:**
2026 CRTPO MOU document will be updated without City of Statesville's participation.

6. **Department Recommendation:**
Approve revisions to the Charlotte Regional Transportation Planning Organization Memorandum of Understanding to update all references from Metropolitan Transit Commission to Metropolitan Public Transportation Authority.

7. **Manager Comments:**
Concur with the department recommendation.

8. **Next Steps:**
Sign MOU 2026 Signature page and send it to CRTPO Secretary. CRTPO MOU 2026 becomes the current MOU document.

9. **Attachments:**
1. CRTPO MOU_2026_Update
2. CRTPO MOU 2026 Update Signature Page

Charlotte Regional Transportation Planning Organization

Memorandum of Understanding

Effective Date: ~~November 6, 2024~~

Endorsed by the
Charlotte Regional
Transportation Planning Organization
~~July 17, 2024~~June 17, 2026

MEMORANDUM OF UNDERSTANDING

FOR

COOPERATIVE, COMPREHENSIVE, AND CONTINUING TRANSPORTATION PLANNING

AMONG

THE GOVERNOR OF THE STATE OF NORTH CAROLINA, THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION,
THE CITY OF CHARLOTTE, TOWN OF CORNELIUS, TOWN OF DAVIDSON, TOWN OF FAIRVIEW, TOWN OF HUNTERSVILLE, TOWN OF INDIAN TRAIL, IREDELL COUNTY, TOWN OF MARSHVILLE, VILLAGE OF MARVIN, TOWN OF MATTHEWS, MECKLENBURG COUNTY, TOWN OF MINERAL SPRINGS, TOWN OF MINT HILL, CITY OF MONROE, TOWN OF MOORESVILLE, TOWN OF PINEVILLE, TOWN OF STALLINGS, CITY OF STATESVILLE, TOWN OF TROUTMAN, UNION COUNTY, TOWN OF WAXHAW, TOWN OF WEDDINGTON, VILLAGE OF WESLEY CHAPEL, TOWN OF WINGATE, ~~and the METROPOLITAN TRANSIT COMMISSION,~~ and the METROPOLITAN PUBLIC TRANSPORTATION AUTHORITY ("MPTA"), the successor entity to the METROPOLITAN TRANSIT COMMISSION ("MTC").

(hereinafter, the State, the Municipalities, the Counties, ~~and the MTC~~ and the MPTA)

IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH THAT:

WHEREAS, Section 134(a) of Title 23 of the United States Code states in relevant part:

"It is in the national interest–(1) to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight, foster economic growth and development within and between States and urbanized areas better connect housing and employment, and take into consideration resiliency needs while minimizing transportation-related fuel consumption and air pollution through metropolitan and statewide transportation planning processes identified in this chapter; and (2) to encourage the continued improvement and evolution of the metropolitan and statewide transportation planning processes by metropolitan planning organizations, State departments of transportation, and public transit operators";

WHEREAS, a transportation planning process includes the operational procedures and working arrangements by which short and long-range transportation plans are soundly conceived and developed and continuously evaluated in a manner that will:

1. Assist governing bodies and official agencies in determining courses of action and in formulating attainable capital improvement programs in anticipation of community needs; and,
2. Guide private individuals and groups in planning their decisions, which can be important factors in the pattern of future development and redevelopment of the area;

WHEREAS, Chapter 136, Article 3A, Section 136-66.2(a) of the General Statutes of North Carolina requires that:

"Each MPO, with cooperation of the Department of Transportation, shall develop a comprehensive transportation plan in accordance with 23 U.S.C. § 134. In addition, an MPO may include projects in its transportation plan that are not included in a financially constrained plan or are anticipated

to be needed beyond the horizon year as required by 23 U.S.C. § 134. For municipalities located within an MPO, the development of a comprehensive transportation plan will take place through the metropolitan planning organization. For purposes of transportation planning and programming, the MPO shall represent the municipality's interests to the Department of Transportation.";

WHEREAS, Chapter 136, Article 3A, Section 136-66.2(b) and (b2) – (b4) of the N.C. General Statutes provides in relevant part that:

"After completion and analysis of the plan, the plan shall be adopted by both the governing body of the municipality or MPO and the Department of Transportation as the basis for future transportation improvements in and around the municipality or within the MPO. The governing body of the municipality and the Department of Transportation shall reach agreement as to which of the existing and proposed streets and highways included in the adopted plan will be a part of the State highway system and which streets will be a part of the municipal street system. As used in this Article, the State highway system shall mean both the primary highway system of the State and the secondary road system of the State within municipalities.

The municipality or the MPO shall provide opportunity for public comments prior to adoption of the transportation plan.

For portions of a county located within an MPO, the development of a comprehensive transportation plan shall take place through the metropolitan planning organization.

To complement the roadway element of the transportation plan, municipalities and MPOs may develop a collector street plan to assist in developing the roadway network. The Department of Transportation may review and provide comments but is not required to provide approval of the collector street plan.";

WHEREAS, Chapter 136, Article 3A, Section 136-66.2(d) of the N.C. General Statutes provides in relevant part that:

"For MPOs, either the MPO or the Department of Transportation may propose changes in the plan at any time by giving notice to the other party, but no change shall be effective until it is adopted by both the Department of Transportation and the MPO.";

WHEREAS, it is the desire of the State, the Municipalities, the Counties, and the ~~MTC~~ MPTA, in cooperation with the U.S. Department of Transportation, that their previously established continuing, comprehensive, and cooperative transportation planning process, as set forth in their Memorandum of Understanding effective as of October 10, 2013, be amended and restated to comply with 23 U.S.C. § 134 (Federal Highway Administration), 49 U.S.C. §§ 5303, 5305, 5306, and 5307 (Federal Transit Administration), and N.C. Gen. Stat. § 136-200.2; and

WHEREAS, the effective date of this document shall be the date on which it is signed by the Governor of the State of North Carolina, or his designee.

NOW, THEREFORE, the Memorandum of Understanding is amended and restated to read as follows:

SECTION I. It is hereby agreed that the State, the Municipalities, the Counties, and the ~~MTC~~ MPTA, as successor to the MTC, in cooperation with the U.S. Department of Transportation, will participate in a continuing transportation planning process with responsibilities and undertakings as related in the following paragraphs:

A. The Charlotte Regional Transportation Planning Organization, hereinafter referred to as the CRTPO, is hereby established and shall include the State, the Municipalities, the Counties, the ~~MTC~~ MPTA, successor entity to the MTC, and the various agencies and units of local, State, and Federal government participating in the transportation planning for the area and listed as a non-voting members in Section I.H below.

B. The area involved will consist of the Charlotte Urban Area as defined by the United States Department of Commerce, Bureau of the Census, in addition to that area beyond the Charlotte Urban Area that is expected to become urban within a twenty-year planning period (collectively referred to as the Planning Area).

   Portions of the Charlotte Urban Area located in the following counties are by agreement with adjacent metropolitan planning organizations (MPOs) not part of the Planning Area: Cabarrus, Catawba, Gaston, Lancaster, Lincoln and York. The responsibility for implementing a continuing transportation planning process shall be the responsibility of those MPOs, as noted in the mutually adopted agreements between the CRTPO and the adjacent MPOs.

C. The continuing transportation planning process will be a cooperative one and all planning discussions will be reflective of and responsive to the comprehensive plans for growth and development of the Planning Area.

D. The continuing transportation planning process will be conducted in accordance with the intent, procedures, and programs of Title VI of the Civil Rights Act of 1964, as amended.

E. The CRTPO shall maintain a centralized information repository including, but not limited to, the Metropolitan Transportation Plan; the Comprehensive Transportation Plan; the Unified Planning Work Program (UPWP); air-quality conformity analysis; the Bylaws and membership lists of CRTPO and its Technical Coordinating Committee (TCC); copies of all final environmental studies, public hearing maps, roadway corridor official maps, and noise reports on projects within the Planning Area; copies of adopted transportation project alignments; the Transportation Improvement Program (local and state); and any other appropriate archival information. The CRTPO shall endeavor, through the affected local governments and appropriate technological means, to make this information easily available to local governments, residents, and individuals involved in land development and real estate transactions.

F. A Policy Board is hereby established with responsibility for cooperative transportation planning decision making for the CRTPO and coordinating transportation policy of the Municipalities and Counties within the Planning Area.

G. The duties and responsibilities of the Policy Board are as follows:

1. The Policy Board, in cooperation with the State and publicly owned operators of mass transportation services, shall be responsible for carrying out the urban transportation planning process specified by the U.S. Department of Transportation.

2. The Policy Board shall be the forum for cooperative decision-making by elected officials of the Municipalities and Counties and by the other members of the Policy Board. However, this shall not limit the Policy Board's local responsibility for (a) ensuring that the transportation planning process and the plans and improvement projects that emerge from that process are consistent with the policies and desires of the Municipalities and Counties; nor, (b) serving as a forum for the resolution of conflicts that arise while developing the UPWP, Metropolitan Transportation Plan, and Transportation Improvement Program.

3. The Policy Board shall review and approve the UPWP, Metropolitan Transportation Plan, and Transportation Improvement Program (or any amendments thereto).

4. The Policy Board shall be responsible for adopting and amending the

Comprehensive Transportation Plan. Action of the Policy Board in this regard (and this regard only) shall be construed as definitive action of any and all affected Municipalities and shall meet the statutory requirement of G.S. 136-66.2(b) without further action of the Municipality(ies).

5. The Policy Board shall have the responsibility for: keeping the Boards of the Municipalities and Counties informed of the status and requirements of the transportation planning process; assisting in the dissemination and clarification of the decisions, inclinations, and policies of those Boards; and ensuring meaningful resident participation in the transportation planning process.

6. The Policy Board shall review, approve, and endorse changes to the Federal-Aid Urban Area System and Boundary, in conformance with Federal regulations.

7. The Policy Board shall review, approve, and endorse a Prospectus for transportation planning that defines work tasks and responsibilities for the various governing bodies and agencies participating in the transportation planning process.

8. The Policy Board shall conduct the transportation planning process in conformance with the Clean Air Act, as amended.

   The Policy Board is responsible for conducting public involvement and technical analyses to determine the preliminary alignments for transportation projects included in the Comprehensive Transportation Plan and Metropolitan Transportation Plan. For mass transit projects, CRTPO will work in cooperation with the Charlotte Area Transit System (until such time as it becomes part of the MPTA) and the Metropolitan Public Transportation Authority ~~Transit Commission~~, or any other relevant governmental agency that has jurisdiction in the CRTPO planning area. These alignments will be used by local jurisdictions through their land development ordinances for right-of-way protection purposes. Once the Policy Board has adopted an alignment, it can be modified only by official Policy Board action as outlined in the Bylaws of the CRTPO and the TCC and in accordance with any applicable procedures detailed in the Public Involvement Plan.

   The Policy Board will adopt an alignment for right-of-way purposes even if it was produced through a State or locally funded environmental study process.

   All Policy Board alignment decisions are subject to the voting rules contained in Section I.I of this Memorandum of Understanding.

9. Each Municipality's or County's member of the Policy Board shall be responsible for instructing the clerk of his/her local government to submit certified and sealed copies of minutes or resolutions to the

secretary of the CRTPO when formal action involving the Comprehensive Transportation Plan is taken by his/her local government.

10. The Policy Board is responsible for the distribution of funds allocated to the CRTPO under the provisions of the federal Infrastructure Investment and Jobs Act, and successor legislation.

11. The Policy Board shall adopt a set of Bylaws for the CRTPO. Amendments to the Bylaws shall be approved by a vote according to Section I.I.6 below.

12. The Policy Board shall have the primary responsibility for facilitating resident input into the continuing transportation planning process.

13. Any other duties the Policy Board identifies as necessary to further facilitate the transportation planning process.

H. The Policy Board shall consist of both voting and non-voting members. The Policy Board shall have a Chairperson and Vice-Chairperson elected in accordance with the CRTPO Bylaws and shall meet in accordance with the Bylaws.

Voting membership: The voting members of the Policy Board shall consist of the Chief Elected Official (or a single representative designated by the Chief Elected Official) of each Municipality and County, as well as two members from the North Carolina Board of Transportation (as specified below) and one member representing the MPTA ~~MTC~~. The Chief Elected Official of each Municipality and County is strongly encouraged to designate an alternate, in accordance with the rules contained within the CRTPO Bylaws.

Each voting member shall have the indicated number of votes below for its respective governing body or agency for all voting purposes:

Unit	Number of votes
City of Charlotte	31
Town of Cornelius	2
Town of Davidson	1
Town of Fairview	1
Town of Huntersville	3
Town of Indian Trail	2
Iredell County	3
Town of Marshville	1
Village of Marvin	1
Town of Matthews	2
Mecklenburg County	3
Town of Mineral Springs	1
Town of Mint Hill	2

City of Monroe	2
Town of Mooresville	3
Town of Pineville	1
Town of Stallings	1
City of Statesville	2
Town of Troutman	1
Union County	3
Town of Waxhaw	2
Town of Weddington	1
Village of Wesley Chapel	1
Town of Wingate	1
N.C. Board of Transportation (Division 10)	1
N.C. Board of Transportation (Division 12)	1
~~Metropolitan Transit Commission~~ Metropolitan Public Transportation Authority	1
Total	74

Voting members will vote on matters pursuant to the authority granted by their respective governmental bodies. The term of any voting member that is designated by a Chief Elected Official shall be one calendar year from the date of designation.

Any municipality that does not act to adopt this Memorandum of Understanding by its effective date, and is otherwise eligible for voting membership, may still qualify to have a voting member on the Policy Board if it adopts this Memorandum of Understanding within three months after its effective date. The effective date shall be defined as the date on which the Governor of the State of North Carolina, or his designee, signs this Memorandum of Understanding.

A municipality within the Planning Area must have a local land use plan and development ordinance in place in order to be a voting member. A county other than Iredell, Mecklenburg, and Union that becomes part of the Planning Area in whole or in part with at least 5,000 persons in the unincorporated area will also be eligible to have a voting member on the Policy Board if such county adopts this Memorandum of Understanding and its membership is approved by the Policy Board.

Non-voting membership: One representative from each of the following bodies will serve as a non-voting member of the Policy Board:

Charlotte-Mecklenburg Planning Commission
Iredell County Planning Board
Union County Planning Board
U.S. Department of Transportation – FHWA, FTA

Other local, State, or Federal agencies impacting transportation in the

Planning Area, as well as municipalities in the Planning Area that do not otherwise qualify for voting membership, can become non-voting members upon invitation by the Policy Board.

I. Policy Board Voting Rules

1. Quorum for Policy Board meetings shall be established in accordance with the CRTPO Bylaws.

2. Each voting member of the Policy Board shall be eligible to vote and shall qualify as an "Eligible Member"; provided, however, a Municipality or County must be in good standing, as defined in Section I.L of this document, for its voting member to be an Eligible Member.

3. At Policy Board meetings where a quorum is present, an affirmative vote of the Eligible Members having at least a simple majority of the total votes cast by Eligible Members (according to the table in Section I.H above) shall determine all issues, except as provided in paragraphs 4, 5, and 6 below.

4. When any transportation project concerns a road that does not carry an Interstate, U.S., or

   N.C. route designation, and is totally contained within a single Municipality's corporate limits or sphere of influence, its alignment shall not be determined by the Policy Board without the consent of such Municipality.

5. When any transportation project concerns a road that does not carry an Interstate, U.S. or

   N.C route designation and is within a Municipality's corporate limits or sphere of influence, the Policy Board cannot override the position of such Municipality about the alignment of the road only within its corporate limits or sphere of influence, but not outside its corporate limits or sphere of influence. However, the position of such a Municipality can be overridden by an affirmative vote of the Eligible Members having at least a ¾ supermajority of the total votes held by Eligible Members (according to the table in Section I.H above). Such vote must occur at a Policy Board meeting where a quorum is present.

6. Amendments to this Memorandum of Understanding or the CRTPO Bylaws require an affirmative vote of the Eligible Members having at least a ¾ supermajority of the total votes held by Eligible Members (according to the table in Section I.H above). Such vote must occur at a Policy Board meeting where a quorum is present.

J. A Technical Coordinating Committee, also referred to herein as the TCC, shall be established with the responsibility for (1) general review, guidance, and coordination of the transportation planning process for the Planning Area; (2) making recommendations to the respective local and State governmental agencies and the Policy Board regarding any necessary actions relating to the continuing transportation planning process; (3) facilitating coordination and communication between the State, the Municipalities, the Counties, the MTC MPTA, and other member agencies of the TCC; (4) facilitating coordination of transportation planning with other planning efforts, such as those concerning land use, public utilities, and maintenance of air quality; and (5) facilitating public involvement and resident participation regarding transportation planning issues. The TCC shall also be responsible for the development, review, and recommendation for approval of the Prospectus, UPWP, Comprehensive Transportation Plan, Transportation Improvement Program, Federal-Aid Urban System and Boundary, and Metropolitan Transportation Plan, and planning resident participation.

Membership of the TCC shall be defined according to the TCC's Bylaws and shall include technical representation from all local, county and State governmental agencies directly related to and concerned with the transportation planning process for the Planning Area.

A TCC member (or alternate) cannot be an elected official of any Municipality or County. TCC members from the Municipalities shall be the chief administrative officers (i.e. city/town managers) or their designees. TCC members from other entities may be their chief administrative officers or their designees. TCC members must be employees of the governing body or agency they represent. Each TCC member shall have one vote.

K. Administrative coordination for the Policy Board and TCC will be performed by the Charlotte Planning, Design & Development Department's Regional Transportation Planning Division Manager (Division Manager), in collaboration with the Chairperson of the Policy Board. Administrative support shall be furnished by the Director of the Charlotte Planning, Design & Development Department. The Division Manager shall supervise additional CRTPO staff as necessary and approved in the annual work program. The Division Manager, or their designee, will serve as the Secretary for the Policy Board and TCC with the responsibility for such functions as follows:

a. Arranging meetings and agendas
b. Maintaining minutes and records
c. Preparing the Prospectus and UPWP
d. Assembling and publishing the Transportation Improvement Program
e. Preparing the Metropolitan Transportation Plan
f. Collecting from Municipalities and Counties certified and sealed minutes and resolutions that document transportation plan revisions and submitting these for mutual adoption by the North Carolina Department of Transportation annually or more often if deemed necessary by the Policy Board or the Municipalities or Counties involved.

g. Monitoring the transportation planning process to ensure its execution is in accordance with the CRTPO's goals and objectives

h. Performing other coordinating functions as assigned by the Policy Board

i. Taking lead responsibility for structuring public involvement in the transportation planning process

j. Preparing the quarterly reimbursement requests for Section 104(f) planning funds and Section 5303 funds.

k. Supervising CRTPO staff

The Division Manager shall be hired by the Director of the Charlotte Planning, Design & Development Department. The Division Manager shall regularly report to the Policy Board and TCC on coordination activities and shall electronically or in writing inform interested parties of actions scheduled for consideration by the Policy Board and TCC.

L. Federal Aid Transportation Planning Grant Funds

a. All transportation and related Federal Aid planning grant funds available to promote the cooperative transportation planning process will be expended in accordance with the UPWP adopted by the Policy Board.

The required local match for Section 5303 funds shall be paid by the Municipality or County that is using such funds. The required local match for Section 104(f) planning funds shall be shared among all Municipalities and Counties pro rata based on population. The population totals used to calculate a Municipality's or County's pro rata share shall be based upon the most recent decennial Census.

b. A Municipality or County providing its share of the local-match funding by the beginning of the next Federal fiscal year shall be considered in good standing. Any Municipality or County not providing its share of the funding by the beginning of the next Federal fiscal year shall not be in a good standing during the next two Federal fiscal years.

Administration of funding in support of the transportation planning process on behalf of the CRTPO will be conducted by the City of Charlotte, which will execute appropriate agreements with funding agencies as provided by the UPWP.

SECTION II. The State, the Municipalities, the Counties, and the ~~MTC~~ MPTA may terminate their participation in the continuing transportation planning process and the CRTPO by giving 30 calendar days written notice to the Policy Board Chairperson prior to the date of termination. When annexation occurs and a Municipality's boundaries extend beyond the Planning Area, the newly expanded boundaries will automatically become part of the Planning Area and will be so designated on the Comprehensive Transportation Plan within 60 calendar days of the annexation. It is further agreed that the State, the Municipalities, the Counties, and the ~~MTC~~ MPTA will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus. Additionally, the Municipalities and Counties shall coordinate zoning and subdivision approval in accordance with the adopted Comprehensive Transportation Plan.

SECTION III. In witness whereof, the Division Administrator (Federal Highway Administration), on behalf of the United States Department of Transportation, and the Secretary of Transportation, on behalf of the Governor of the State of North Carolina, have signed this Memorandum of Understanding and the other parties to this Memorandum of Understanding have authorized appropriate officials to sign the same, the City of Charlotte by its Mayor, the Town of Cornelius by its Mayor, the Town of Davidson by its Mayor, the Town of Fairview by its Mayor, the Town of Huntersville by its Mayor, the Town of Indian Trail by its Mayor, Iredell County by the Chair of its Board of Commissioners, the Town of Marshville by its Mayor, the Village of Marvin by its Mayor, the Town of Matthews by its Mayor, Mecklenburg County by the Chair of its Board of Commissioners, the Town of Mineral Springs by its Mayor, the Town of Mint Hill by its Mayor, the City of Monroe by its Mayor, the Town of Mooresville by its Mayor, the Town of Pineville by its Mayor, the Town of Stallings by its Mayor, the City of Statesville by its Mayor, the Town of Troutman by its Mayor, Union County by the Chair of its Board of Commissioners, the Town of Waxhaw by its Mayor, the Town of Weddington by its Mayor, the Village of Wesley Chapel by its Mayor, the Town of Wingate by its Mayor, ~~and the Metropolitan Transit Commission by its Chair~~ and the Metropolitan Public Transportation Authority, by its Chair, as successor to the Metropolitan Transit Commission.

2026 Charlotte Regional Transportation Planning Organization
Memorandum of Understanding
Voting Member Jurisdiction Signature Pages

City of Charlotte

_______________ By: _______________
Clerk Mayor

Town of Cornelius

_______________ By: _______________
Clerk Mayor

Town of Davidson

_______________ By: _______________
Clerk Mayor

Town of Fairview

_______________ By: _______________
Clerk Mayor

Town of Huntersville

_______________ By: _______________
Clerk Mayor

Town of Indian Trail

_______________ By: _______________
Clerk Mayor

Iredell County

_______________ By: _______________
Clerk Chairperson

Town of Marshville

_______________ By: _______________
Clerk Mayor

Village of Marvin

____________________ By: ____________________

Clerk — Mayor

Town of Matthews

____________________ By: ____________________

Clerk — Mayor

Mecklenburg County

____________________ By: ____________________

Clerk — Chairperson

Metropolitan Public Transportation Authority

____________________ By: ____________________

Clerk — Chairperson

Town of Mineral Springs

____________________ By: ____________________

Clerk — Mayor

Town of Mint Hill

____________________ By: ____________________

Clerk — Mayor

City of Monroe

____________________ By: ____________________

Clerk — Mayor

Town of Mooresville

____________________ By: ____________________

Clerk — Mayor

Town of Pineville

_______________________ By: _______________________
Clerk Mayor

Town of Stallings

_______________________ By: _______________________
Clerk Mayor

City of Statesville

_______________________ By: _______________________
Clerk Mayor

Town of Troutman

_______________________ By: _______________________
Clerk Mayor

Union County

_______________________ By: _______________________
Clerk Chairperson

Town of Waxhaw

_______________________ By: _______________________
Clerk Mayor

Town of Weddington

_______________________ By: _______________________
Clerk Mayor

Village of Wesley Chapel

_______________________ By: _______________________
Clerk Mayor

Town of Wingate

_______________________ By: _______________________

Clerk Mayor

Department of Transportation

By: _______________________

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Glenn Kurfees, Fire Chief

DATE: 7/28/2026 11:06 AM

ACTION NEEDED ON: **August 10, 2026**
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the first reading of an ordinance to amend Article V: Automatic Alarm System Regulations.

---

1. **Summary of Information:**
   The Fire Marshal, in collaboration with the City and Police Attorney, has updated the City Ordinance Article V: Automatic Alarm Systems Regulations.

   The revision addresses outdated information and aligns the ordinance with the new fee schedule adopted in the budget. The previous fee schedule was not in line with modern-day practices, as nuisance alarms tie up apparatus and personnel.

   Approval of the updated ordinance is being requested to ensure effective regulation and consistency with current practices.

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

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: N/A

   Updating the City Ordinance Article V: Automatic Alarm Systems Regulations is a step towards fulfilling our commitment to connecting our communities by providing reliable, high-quality public safety services. By addressing outdated information and aligning the ordinance with the new fee schedule, we are enhancing our ability to manage automatic alarm systems effectively.

   The previous fee schedule was not in line with modern-day practices, which led to an increase in nuisance alarms that unnecessarily tie up emergency apparatus and personnel. This inefficiency not only strains our resources but also impacts our capacity to respond effectively to genuine emergencies. Updating these regulations ensures that we can maintain a safe environment for residents, businesses, and visitors alike. By implementing a more effective fee structure and regulatory framework, we can reduce the occurrence of nuisance alarms, allowing our public safety personnel to focus on critical responses that directly contribute to the wellbeing of our community. In summary, this strategic update aligns with our overarching mission to provide exceptional public safety services, fostering a secure and thriving community for all.

4. **Budget/Funding Implications:**
None

5. **Consequences for Not Acting:**
The fee schedule adopted in the new budget will not align with the City Ordinance. Currently, a violation of Section 14-100 is classified as an infraction (misdemeanor) and is punishable by a fine of up to two hundred dollars ($200.00) and/or thirty (30) days in jail.

However, the attorney has requested that this provision be deleted, as it contradicts the civil violation outlined in Section 14-99. According to this section, the punishment for violations of this article is considered a civil violation and is subject to civil penalties as specified in the fee schedule for Fire and Police.

6. **Department Recommendation:**
Approve the update to City Ordinance ARTICLE V. AUTOMATIC ALARM SYSTEMS REGULATIONS

7. **Manager Comments:**
I concur with the department recommendation. Without the ordinance in place, the fee schedule change is moot.

8. **Next Steps:**
If approved, the enforcement of the new fee schedule.

9. **Attachments:**
1. ARTICLE_V.___AUTOMATIC_ALARM_SYSTEMS_REGULATIONS
2. FY2027 Adopted Fee Schedule.

ARTICLE V. AUTOMATIC ALARM SYSTEMS REGULATIONS

Sec. 14-95. Purpose.

The purpose of this article is to establish regulations governing burglary, robbery and fire alarm systems and to reduce the number of false alarms in the city, and the resulting waste of Statesville police and fire department's resources.

(Ord. No. 46-94, 10-3-94)

Sec. 14-96. Definitions.

(a) *Alarm system* means any electronic or mechanical device which emits any signal (electronic, visible, audible, silent, recorded or otherwise) which is designed, intended, or used to detect an unauthorized entry into a building, structure, or premises, or to signal an attempted robbery or holdup, or to alert others of the commission of an unlawful act, or to detect presence of fire or smoke in or around a building, structure or premises.

(b) *Chief* means the chief of police/fire of the Statesville police/fire department or their designee.

(c) *False alarms* means the activation of an alarm system through mechanical or electronic failure, malfunction, improper installation, or the negligence of the subscriber, his/her or their employees, or agents. A false alarm shall not include an alarm which can reasonably be determined to have been activated by adverse weather conditions, a failure in the electrical power to the alarm or other condition beyond the control of the alarm user. An alarm is false within the meaning of this ordinance when, upon inspection by the Statesville police/fire department, evidence indicates that no unauthorized entry, robbery, or other such crime was committed or attempted in or on the premises which would have activated a property functioning alarm system. False fire alarms would be without evidence of fire, smoke or other emergencies that require the response of fire units or personnel.

(d) *Alarm user* means any person, corporation, partnership, governmental or educational entity owning or leasing an alarm system which is maintained for the protection of such premises.

(Ord. No. 46-94, 10-3-94)

Sec. 14-97. False Alarms

(a) Excessive false alarms: Four (4) or more false alarms within a calendar year.

(b) Civil Penalties: Excessive false alarms for any Alarm System within a calendar year shall subject the Alarm User to a civil penalty according to the fee schedule for Fire and Police. Upon determination that an Alarm User has exceeded the subsequent number (4), the City of Statesville shall issue a notification invoice of the civil penalty to the Alarm User. Each civil penalty which is not paid may be recovered by the City of Statesville in a civil action in the nature of debt.

~~Sec. 14-97. False alarms.~~

~~(a) *Second false alarms.* If, within any sixty-day period, the Statesville police/fire departments respond to two (2) false alarms at the same premises or location, the chief of police/fire may send a letter to the alarm user informing him of the false alarms and encouraging the prevention of future false alarms. If a third or subsequent false alarm occurs within a sixty-day period a chargeable false alarm violation exists.~~

~~(b) *Third, and subsequent alarms.* If, within any sixty-day period, the Statesville police/fire department is dispatched and arrives upon the premises or location of a third or subsequent false alarm, without having the call cancelled before arrival, the alarm user at this premises or location shall reimburse the city. The reimbursement for any such incident shall be fifty dollars ($50.00) for all such responses after the two (2) initial responses.~~

~~The alarm user will continue to be in violation for each subsequent false alarm activation until sixty (60) sequential days have elapsed without a false alarm. The alarm user is then entitled to begin a new sixty-day period for false alarms as spelled out in section 14-97(a).~~

~~(c) *Maintenance.* Each alarm user in the city, on the effective date of this article, shall furnish and maintain to the Statesville police/fire departments or to an alarm answering service, a current list of the person(s) name(s), address(s) and telephone number(s) who may be able to deactivate the alarm system. After the effective date of this article, it shall be unlawful to actuate an alarm system without first notifying the Statesville police/fire department or an alarm answering service of the name(s) and telephone number(s) of person(s) authorized and able to deactivate the alarm system. Failure to comply with [this] subsection (c) above will result in a fifty dollar ($50.00) civil penalty for each alarm incident.~~

~~(d) *Audible alarms to discontinue emitting alarms after set time.* On or after October 4, 1994, it shall be unlawful for any person to install or maintain any audible alarm which does not automatically discontinue emitting an audible sound within thirty (30) minutes after activation. Failure to comply with this subsection will result in a fifty dollar ($50.00) civil penalty.~~

~~(e) *Audible alarms to discontinue emitting alarm after set time.* On or after October 4, 1994, it shall be unlawful for any person to install or maintain any audible alarm which does not automatically discontinue emitting an audible sound within thirty (30) minutes after activation. Failure to comply with this subsection will result in a twenty-five dollar ($25.00) civil penalty.~~

~~(f) *Continuing alarm.* An alarm user or their representative shall reset an alarm system when notified by the Statesville police/fire department that such alarm has activated. When an alarm sounds continuously for a period of thirty (30) minutes from the time units respond to the alarm, due to the failure of the alarm user or their representative to reset the alarm, every subsequent thirty-minute period or portion thereof that such alarm continues to sound shall be considered a separate false alarm. The alarm user shall reimburse the city for police/fire services for false alarms under this subsection at a flat rate of ten dollars ($10.00) for each false alarm resulting from the continuous operation of an alarm, not to exceed one hundred dollars ($100.00) for any twenty-four-hour period.~~

~~(Ord. No. 46-94, 10-3-94; Ord. No. 41-96, 7-15-96; Ord. No. 24-02, 6-27-02)~~

Sec. 14-98. Authority to waive reimbursement.

The chief of police/fire shall have the power to waive any fee charged to an alarm user when such alarm user submits in writing to the chief of police/fire evidence that the false alarm was not the result of negligence, and that it occurred in spite of a prior test period of at least thirty (30) days for reasonable training and maintenance, or when such alarm user submits evidence to the chief of police/fire which indicates that an alarm to which any city unit responded was not a false alarm.

(Ord. No. 46-94, 10-3-94)

Sec. 14-99. Punishment.

Punishment for violation of this article is a civil violation and subject to civil penalties as enumerated in the fee schedule for Fire and Police.

(Ord. No. 46-94, 10-3-94)

Sec. 14-100. Prohibited acts.

It shall be unlawful for any person to activate a burglary, robbery or fire alarm for the purpose of summoning police/fire when no burglary or robbery, or crime dangerous to life, is being committed or attempted on the premises, no evidence of fire or smoke or otherwise to cause a false alarm.

(Ord. No. 46-94, 10-3-94)

~~Sec. 14-101. Violation a misdemeanor.~~

~~Violation of section 14-100 is an infraction (misdemeanor) and is punishable by a fine of up to fifty two hundred dollars ($200.00) and/or thirty (30) days in jail.~~

~~(Ord. No. 46-94, 10-3-94)~~

	Incident Commander (2 hr minimum)		$50.00
	Engine/Ladder (2 hr minimum)		$150.00
Off-Site Fees:		Flat Fee	Additional Fee
	Hazmat Level 1	$700.00	$200.00 hr. after 1st hr.
	Hazmat Level 2	$2,500.00	$200.00 hr. after 1st hr.
	Hazmat Level 3	$5,900.00	$300.00 hr. after 1st hr.
	Engine Standby	$400.00	$100.00 hr. after 4 hrs.
	Ladder Standby	$500.00	$100.00 hr. after 4hrs.
	Confined Space Standby	$800.00	$100.00 hr. after 4 hrs.
	Miscellaneous Equipment Use	$200.00	Replacement Cost is higher
False Alarms:			
(Calendar Year)	4 or 5		$50.00 Each
	6 or 7		$100.00 Each
	8 or 9		$250.00 Each
	10 or more		$500.00 Each
Special Permits:			Fees
	ABC License		$100.00
	Amusement Buildings		$100.00
	Burning Permit		$100.00
	Carnivals/Fairs		$100.00

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Gina Lawrence, Chief Financial Officer

DATE: 7/27/2026 5:04 PM

ACTION NEEDED ON: **August 10, 2026**
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider appropriating the remaining ARPA interest funds to support FY27 capital projects associated with the Statesville Fire Department.

---

1. **Summary of Information:**
   The City of Statesville received $8,773,103 in American Rescue Plan Act (ARPA) funding at the end of calendar year 2021. These funds were allocated to support the construction of Fire Station #1, grants management salary and benefits, and employee premium pay related to the COVID-19 pandemic.

   Under the terms of the ARPA award, recipients are permitted to earn interest on grant funds. Current federal guidance provides greater flexibility regarding the use of interest earned than the original ARPA expenditure requirements. As a result, interest earnings may generally be used for a broader range of governmental purposes and are not restricted solely to the eligible expenditure categories identified in the original grant award.

   As of June 30, 2026, the City had earned approximately $369,675 in interest on the ARPA funds. These interest earnings are proposed to be appropriated to support FY27 capital projects for the Fire Department, allowing the City to leverage these funds for critical capital improvements while preserving other local funding sources.

2. **Previous Council or Relevant Actions:**
   None

3. **Strategic Initiatives Supported/Impacted:**
   Developing Our City: N/A
   Connecting Our City: Invest in services and critical public infrastructure to align with land use plan goals and accommodate future growth citywide.
   Connecting Our Communities: Provide reliable, high-quality public safety to ensure the wellbeing of residents, businesses, and visitors.
   Strategic Plan Values: We value and encourage Opportunity

   This appropriation supports the City's strategic goals by addressing the growing capital needs of the Fire Department and strengthening the City's public safety infrastructure. Investing these funds will enhance emergency response capabilities, promote the safety and well-being of residents, businesses, and visitors, and continue to improve the overall quality of life for the citizens of City of Statesville.

4. **Budget/Funding Implications:**
The federal reporting period for the American Rescue Plan Act (ARPA) funds runs from April 1 through March 31 of each year, with the annual report due each April. In accordance with federal requirements, all ARPA funds and any allowable interest earnings must be fully obligated and expended by December 31, 2026 (or the applicable federal expenditure deadline), or any unspent balance must be returned to the U.S. Treasury.

5. **Consequences for Not Acting:**
Failure to appropriate and expend the interest earnings could place the City at risk of forfeiting and returning those funds to the U.S. Treasury, rather than utilizing them to support eligible municipal priorities.

6. **Department Recommendation:**
Approve as recommended.

7. **Manager Comments:**
This was a planned appropriation in the FY2027 budget. The effect is that true General Fund dollars will not have to be used for these expenditures. Recommend for approval.

8. **Next Steps:**
Upon approval, the Fire Department will proceed with the procurement of capital equipment authorized in the FY27 Capital Improvement Program. Planned purchases include self-contained breathing apparatus (SCBA), a fire safety simulator, a staff vehicle, hazardous materials (HazMat) equipment, specialized rescue equipment, and other approved capital assets that support the Department's operational and public safety needs.

9. **Attachments:**
None.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Gina Lawrence, Chief Financial Officer

DATE: 7/27/2026 2:28 PM

ACTION NEEDED ON: **August 10, 2026**
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the sole source vendors for the City of Statesville for apparatus, supplies, materials, or equipment in accordance with NCGS 143-129 (e) (6).

---

1. **Summary of Information:**
   Sole Source Purchases – G.S. 143-129(e)(6)

   North Carolina General Statute 143-129(e)(6) permits the purchase of apparatus, supplies, materials, or equipment without competitive bidding when: (i) performance or price competition is not available; (ii) the required product is available from only one source; or (iii) standardization or compatibility is the overriding consideration. The statute further requires that the governing board of a political subdivision approve these sole source purchases prior to the award of a contract.

   From time to time, the City must procure goods or services from a single vendor due to proprietary products, warranty requirements, compatibility with existing systems, manufacturer-authorized distribution, or other vendor-specific restrictions. In these instances, competitive bidding is not practical or feasible, and procurement through the sole source exception is permitted under State law, provided Council approval is obtained.

   To improve operational efficiency and avoid delays in the procurement process, staff is requesting Council approval of the attached revised list of known sole source vendors. Approval of this list will authorize staff to procure eligible goods and services from these vendors, when appropriate, in accordance with G.S. 143-129(e)(6), while maintaining compliance with State purchasing requirements.

2. **Previous Council or Relevant Actions:**
   Council has approved Sole Source List Vendors on an annual basis with the last action being September 16, 2024.

3. **Strategic Initiatives Supported/Impacted:**
   Developing Our City: N/A
   Connecting Our City: Invest in services and critical public infrastructure to align with land use plan goals and accommodate future growth citywide.
   Connecting Our Communities: N/A
   Strategic Plan Values: We value and encourage Opportunity

This initiative supports the City's strategic goals by streamlining procurement processes, reducing procurement timeframes, and ensuring continuity of operations while maintaining compliance with applicable State laws and purchasing requirements.

4. **Budget/Funding Implications:**
None

5. **Consequences for Not Acting:**
Items not approved for procurement under the sole source provisions of N.C.G.S. 143-129(e)(6) will proceed through the City's standard procurement process. While this process will ultimately achieve the same procurement outcome, it will require additional time due to the competitive solicitation requirements. Utilizing the sole source exception at the outset, when appropriate and authorized by Council, streamlines the procurement process while maintaining compliance with State law.

6. **Department Recommendation:**
Staff recommends the approval of the sole source vendor list. Sole Source vendors are listed as follows:

Dukes's Root Control, Inc.
Firesled Fitness and Training
TerraTech Solutions LLC
Sage Security Solutions
Toter
Sensus, a Xylem brand
Para-Port
JHB Group
ADB Alnaco
Lektro, Inc.
Selex ES
Eagle Tugs

7. **Manager Comments:**
I concur with the department recommendation.

8. **Next Steps:**
Once approved, Purchasing will apply NCGS 143-129 (e) (6) to the list of vendors and their respective products / services.

9. **Attachments:**
1. Statesville NC_Sensus Sole Source_18March2026
2. Sole Source Vendors

March 18, 2026

Statesville, NC

To Whom It May Concern:

Sensus, a Xylem brand is the sole manufacturer and provider of Sensus' products including Electric Meters, Meter Reading Systems, Testing Equipment, Software, System Support Programs and Repair Parts.

Thank you for your business, and we look forward to continuing to provide you with quality products and superior customer service.

Please feel free to contact me regarding this or any other matter.

Sincerely,

Trena Simmons

Trena Simmons
Partner Success Specialist
Sensus, a Xylem brand

Trena Simmons
639 Davis Drive
Morrisville, NC 27560 USA
trena.simmons@xylem.com
sensus.com

July 21, 2026

John M. Ferguson, A.A.E., NCAP
Airport Director
Statesville Regional Airport
238 Airport Road
Statesville, NC 28677

To whom it may concern,

Para-Port® is the inventor, designer, engineer, and manufacturer of the components of the Para-Port® door systems. As such, any components purchased as replacement parts must be purchased from Para-Port® Doors LLC to ensure the wind load certification of the door system. Para-Port® Doors LLC is the sole provider of custom manufactured components of the Para-Port® door systems.

Para-Port® Doors LLC prides itself in offering an ASCE wind rated product of higher quality than other door systems deployed on airport grounds while being very competitive in the market for both the new door system and the replacement components.

If there are any questions at all, please do not hesitate to contact me personally.

Best regards,

Christopher M Eastman
President
Para-Port® Doors LLC

JHB Group, Inc.
8104 N. Solon Rd.
Solon Mills, IL 60071
(657) 667-3473
www.JHBGroup.org

January 20, 2026

SOLE SOURCE LETTER

To Whom It May Concern:

This letter is to confirm that the Fire Safety Simulator is a sole source product, manufactured, sold and distributed exclusively by JHB Group, Inc. No division of JHB Group, Inc. nor any other company, makes a similar or competing mobile platform with equal innovation, design and features.

Exclusive features of the Fire Safety Simulator

- US Patent# 10,188,955
- Tablet Control System - Proprietary
- Immersive BBQ Grill- Proprietary
- ADA Accessibility- Exclusive!
- FiAR- Augmented Reality Fire Extinguisher Training System - Proprietary
- Solar Charging- Exclusive
- UV Disinfectant Light System- Proprietary
- Easy Clean Interior - Meets USDA, FDA and LA County Requirements - Exclusive

This product must be purchased directly by institutions from JHB Group, Inc. at the address listed above. There are no agents or dealers authorized to represent this product.

There is no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above name(s) item(s) or product(s) because of exclusive production and, distribution

If you desire additional information, don't hesitate to contact me at (657)667-3473 at any time or visit our website at www.JHBGroup.org. Thank you for your interest in our mobile platforms.

Sincerely,

Chris Gantz

Chris Gantz, CEO

JHB Group, Inc.

Chris@JHBGroup.org

SUBSCRIBED AND SWORN to before me on this 20 day of Jan, 20 2026.

Preston Miller
Signature

Preston Miller
Print Name

My Commission Expires 2.13.2029

OFFICIAL SEAL
PRESTON MILES MILLER
Notary Public, State of Illinois
Commission No 1004508
My Commission Expires Feb 13, 2029

FIRESLED FITNESS AND TRAINING

4630 Lake Industrial Blvd.
Tavares, FL 32778

Kyle O. Bell
Deputy Fire Chief
City of Statesville Fire Department
822 5th Street
Statesville, NC 28677

March 4th 2026

Chief O. Bell,

This letter is to confirm that the Firesled Functional Training System is a sole source product, manufactured, sold and distributed exclusively by Firesled Fitness and Training, Inc. No division of Firesled Fitness and Training makes a similar system or competing product. These products must be purchased directly by institutions from Firesled Fitness and Training, Inc. at the address listed above. There are no agents or dealers authorized to represent these products. Products include Firesled, Punisher, Firesled Edition Laddermill, SCTA, and Firesled FPAT.

Additionally, competition is precluded by the existence of U.S. patent # 7416412.

There is no other system available for purchase that would serve the same purpose or function.

Sincerely,

Rick Segrest
President
Firesled Fitness and Training, Inc.

Commercial & Residential Security
Access Control
CCTV
Fire Alarm Systems
Network Cabling
Photo ID Badge Systems
www.SageSecuritySolutions.com

255 Houston Rd Ste C
Troutman, NC 28166
PHONE:704-799-8652

To: City of Statesville

Date: 1/23/2024

Re: Low Voltage Security Service and Installation

Sage Security Solutions currently provides software and hardware installation, support, maintenance and monitoring for the existing Fire, Access Control, and CCTV systems, as well as maintenance on the existing low voltage infrastructures at both City Hall and the City Office Building.

Given the shared infrastructure and services required for newly constructed, renovated, and upgraded systems, Sage is able to provide standardization and compatibility for these mission critical systems.

Thank you for your business, and we look forward to continuing to provide you with quality products and superior customer service.

Please feel free to contact me regarding this or any other matter

Thanks,

Philip Morgart

Sage Security Solutions LLC

DUKE'S
ROOTED IN INNOVATION™

Headquarters: 400 Airport Rd., Suite E. | Elgin, IL 60123

March 6, 2026

Eric Moten - W&S Superintendent
Statesville, City
915 Winston Ave.
Statesville, Nc 28677

RE: Razorooter® Patent and Licensing Information

Dear Eric,

RAZOROOTER®, a proprietary product of Duke's Root Control, Inc., is the only diquat-based, sewer root control product that is registered with the U.S. Environmental Protection Agency (EPA Registration No. 94625-3).

At the present time, Duke's Root Control, Inc. is the only commercial applicator licensed to apply RAZOROOTER® in North Carolina. Duke's is registered with the North Carolina Department of Agriculture & Consumer Services, and Duke's applicators are certified with this same agency to perform pesticide applications to sewers.

If you have any questions or require additional information, please contact me at 1-800-447-6687.

Sincerely,

Josh Hollman
Duke's Root Control, Inc.
Area Sales Manager, Atlantic & East

TERRATECH

TerraTech Solutions LLC

410 Hawthorne Lane, Suite 110-114
Charlotte, NC 28204

Date: 3/10/2026
City of Statesville, North Carolina
TerraTech Solutions – Sole Source Provider – Soil Stabilization and Sinkhole Remediation

To Whom It May Concern,

Please accept this letter as confirmation that TerraTech Solutions provides specialized polymer injection ground stabilization services for municipal infrastructure repair including soil stabilization, sinkhole remediation, subsurface void filling, and related geotechnical ground improvement services for the City of Statesville, NC.

These services utilize expanding structural polymer injection technology, specialized application equipment, and trained technicians to densify weak soils, fill underground voids, and stabilize compromised infrastructure with minimal surface disruption. The process requires specialized materials, specialized installation methods, and experienced operators familiar with polymer-based ground stabilization systems.

Due to the specialized nature of this technology, the equipment utilized, and the technical expertise required to perform these services, TerraTech Solutions is uniquely qualified to perform this type of work for the City of Statesville's infrastructure stabilization needs.

Accordingly, TerraTech Solutions is recognized as the preferred vendor for polymer injection soil stabilization and sinkhole remediation services required by the City of Statesville. This letter is provided to assist the City in documenting sole source justification for these specialized services when polymer injection ground stabilization is determined to be the appropriate repair method.

Thank you for your consideration and continued support. Please feel free to contact us if we may be of further service.

Best Regards,

Noah Swadener

TerraTech Solutions LLC

Owner
704-249-9080
info@terratechsolutions.net

Toter®

March 11, 2026

Mr. Russell Brown
Sanitation Superintendent
City of Statesville
227 S. Center St.
Statesville, NC 28677

Dear Mr. Brown,

This letter is to confirm Toter 96-Gallon EVRII Universal/Nestable Carts and replacement parts are sole source products manufactured exclusively by Toter, LLC. Toter carts and products have many design features that make these containers unique. As a result, there are no competitors with all the same features, and no other companies manufacturing our offerings.

Components are designed solely for Toter carts. Toter cart bodies and lids are of particular dimensions and designs, manufactured with molds owned only by our company. Other components, such as stop bars and stop bar/lid attachments are designed for fit and durability. To reiterate, all our carts and components are designed specially by Toter, and Toter parts do not fit other manufacturers' carts.

Some proprietary design and product features include, but are not limited to:

- Advanced Rotational Molding™ Manufacturing Process for the cart body using Medium Density Polyethylene {MDPE) for bodies. Injection Molding Process using High Density Polyethylene (HDPE) for lids. The City's carts have lasted beyond the warranty period already, and refurbishing older carts is a most viable option considering Toter cart durability!
- Available in Toter's unique solid colors. Also available in Granite colors: Blackstone, Toter Green Granite, Greenstone, Brownstone, Sandstone, Bluestone, Navy Granite, Dark Gray Granite. and Graystone for additional charge.
- Toter carts and components are tested to be compatible with standard North American lifters (ANSI Standard Z245.60-2008 most current ANSI Standard – Type B semi-automated lifters and Type G automated arms)
- New cart purchases provide the above advantages, in addition to:
  - Nestable when completely assembled (with all components installed at the City, and nesting carts several high results in savings on shipping and storage, and trips to the field for distribution and servicing)
  - Patented Upper Rugged Rim®
  - Unique, industry leading residential 12-year Cart Body Warranty, with 10 years of coverage on all other cart components.

We look forward to becoming the City Statesville's Sole Source for purchases of roll-out carts and/or replacement parts. For further information or questions, please feel free to reach out to Brittany Hicks, Regional Sales Manager, at 864-313-7944 or Bhicks@wastequip.com and/or Kellie Clark, Sr. Manager of Bids and Contracts, 980-987-7602, Ext 9584 or Kclark@wastequip.com.

Sincerely,

Signed by:
Laura P. Hubbard
834FF567BB0940B...

Laura P. Hubbard
Director of Municipal Sales

LPH/KKC

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Emily Kurfees, City Clerk

DATE: 7/29/26 4:35 PM

ACTION NEEDED ON: **August 10, 2026**
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving Budget Amendment #2027-xx, which appropriates fund balance to support the rollover of outstanding purchase orders.

---

1. **Summary of Information:**
   An amended version of this Council Action Request will be provided at a later date.

2. **Previous Council or Relevant Actions:**
   Council approved Budget Amendment #2026-06 on August 18, 2025 via consent agenda. It is of the same nature as this request.

3. **Strategic Initiatives Supported/Impacted:**
   Developing Our City:
   Connecting Our City:
   Strategic Plan Values:

4. **Budget/Funding Implications:**

5. **Consequences for Not Acting:**

6. **Department Recommendation:**

7. **Manager Comments:**

8. **Next Steps:**

9. **Attachments:**

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Joseph Campbell - Planner II

DATE: 7/28/2026 9:08 AM

ACTION NEEDED ON: **August 10, 2026**
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the installation of a 9-foot-tall, contemporary sculpture titled Fantasia. The artwork will be located at the northernmost corner of the median, between Debow Street, Light Street, and West Water Street.

---

1. **Summary of Information:**
   The City of Statesville Community Appearance Commission (CAC) was established under Article V, Division 2 of the City Code (Sec. 2-116 through 2-123) to initiate, promote, and assist in the implementation of community beautification programs throughout the city. Composed of eleven members appointed by the Mayor, the Commission is charged with providing leadership and guidance on matters of community design and appearance, reviewing public and private projects for aesthetic suitability, and making recommendations to suitable agencies including Design Review Committee and City Council regarding the visual character of the city. The CAC has recommended “Fantasia” for approval by the City.

   "Fantasia" is a large-scale metal sculpture proposed for installation within the City of Statesville by Cary, NC artist Mike Roig. Standing approximately 9 feet tall with a 5-foot diameter footprint including its base, the piece features a sculptural stainless-steel vessel-form base with a fluid, wave-textured surface, from which an array of vividly colored leaf forms emerges and cascades outward. The leaves are rendered in a rich gradient of tones—deep burgundy and rose on one side transitioning through warm golds and yellows on the other, with a few pale ivory and green accents at the crown—creating a dynamic, organic silhouette reminiscent of a flowering or autumnal branch.

   The interplay between the polished, sculptural stainless-steel base and the brightly finished metal leaf elements gives the piece both a sense of movement and a striking use of color, distinguishing it as a contemporary focal point suitable for public outdoor displays. Its scale and design lend themselves to a prominent site within the city where the sculpture can be viewed and appreciated from multiple vantage points. A concrete base will be installed by City of Statesville staff, with the sculpture itself installed by the artist.

2. **Previous Council or Relevant Actions:**
   The Design Review Committee voted to approve the requested statue during their July 9, 2026, DRC meeting.

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

Connecting Our City: N/A
Connecting Our Communities: N/A
Strategic Plan Values: We value Quality and Creativity

4. **Budget/Funding Implications:**
   N/A

5. **Consequences for Not Acting:**
   The proposed art sculpture will not be placed on public property.

6. **Department Recommendation:**
   The 2045 Land Development Plan and Design Review Committee support the provision of public art in conjunction with public and private development along entry corridors and in the downtown area.

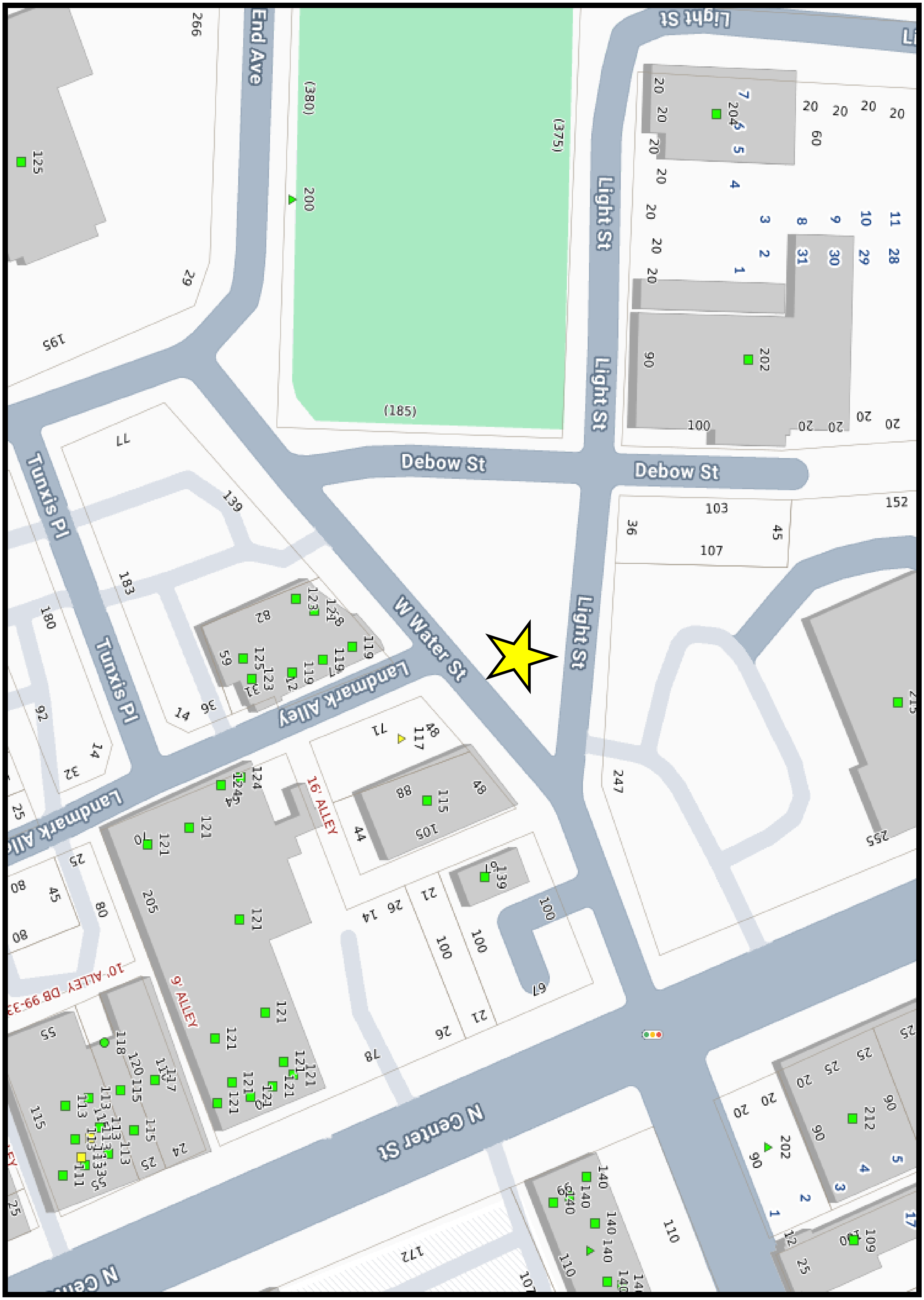
   Therefore, staff recommend approval of the request to install the sculpture.

7. **Manager Comments:**
   I concur with the department recommendation.

8. **Next Steps:**
   If approved by City Council, the installation of the art sculpture can proceed forward.

9. **Attachments:**
   1. CAR Documents

Location Map



Fantasia Sculpture

Fantasia Sculpture.

Approximate installation location indicated by red circle.

The sculpture is approximately 9’ tall and 5’ in diameter.

Site Photo

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: William E. Vaughan, DPA, PE

DATE: 7/27/2026 2:30 PM

ACTION NEEDED ON: **August 10, 2026**
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider passing the first reading of an Ordinance to establish the Third Creek Sewer Line Project Fund.

---

1. **Summary of Information:**
   Local government funding recipients must adopt either a Capital Project Ordinance or an amended annual Budget Ordinance as required by NC G.S. 159-13.2 to legally expend NC DEQ Division of Water Infrastructure grant and loan funds.

   The project fund ordinance must be in place before construction start.

2. **Previous Council or Relevant Actions:**
   a. Resolution 47-25 accepting directed project funds for the Third Creek Sewer Extension.
   b. Resolution 31-26 for tentative award of the Third Creek Sewer Extension.

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:**
   Allows for project award and reimbursement.

5. **Consequences for Not Acting:**
   The construction project cannot start.

6. **Department Recommendation:**
   Council pass the ordinance establishing the Third Creek Sewerline Extension Project Fund.

7. **Manager Comments:**
   Recommend establishing the project fund.

8. **Next Steps:**
   The City Manater execute the project construction contract with award with Sanders Utility Construction

Company. Staff issues the notice-to-proceed.

9. Attachments:

1. Draft Capital Project Ordinance (August 2026)
2. Resolution 31-26
3. Resolution 41-25

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE THIRD CREEK SEWERLINE EXTENSION PROJECT FUND

WHEREAS, the City Council of the City of Statesville desires to construct a sewer line that extends along Third Creek near Interstate 40 to the existing collection system northeast of the Statesville Regional Airport, and

WHEREAS, the extension of the sewer system supports economic development, and

WHEREAS, the subject sewer extension is part of the city's 2009 Wastewater Master Plan, and

WHEREAS, North Carolina Session Law 2023-134 and other legislative actions have appropriated funds to the City of Statesville for economic development, and

WHEREAS additional funding through a developer reimbursement agreement has been established, and

WHEREAS, the appropriated and reimbursable funds will fully indemnify the project acquisition cost, and

WHEREAS scope and timeline of the capital project will potentially cross fiscal years, and

WHEREAS North Carolina General Statutes § 159-13.2 authorizes the adoption of a capital project budget ordinance, and

NOW, THEREFORE BE IT ORDANED by the City Council of the City of Statesville that there is hereby adopted a Capital Project Budget Ordinance setting forth the following revenues and expenditures for the life of the project:

REVENUES:

General Assembly Appropriations	$5,000,000
Reimbursable Agreement	$1,500,000

EXPENDITURES:

Project Expenditures	$6,500,000

Duly adopted this 13th day of July 2026.

____
J. Douglas Hendrix, Mayor

ATTEST:

____
Emily Kurfees, City Clerk

FILE

RES 31-26
RESOLUTION OF TENTATIVE AWARD
THIRD CREEK SEWER EXTENSION

WHEREAS, the City of Statesville, North Carolina has received bids, pursuant to an advertisement notice therefore, for the construction of the Third Creek Sewer Extension, and

WHEREAS, Ardurra consulting engineers have reviewed the bids; and

WHEREAS, Sanders Utility Construction Company, Incorporated (Sanders) was the lowest responsive bidder for the Third Creek Sewer Extension Project, in the total bid amount of Five million, Nine hundred fifty-seven thousand, Eight hundred sixty-nine dollars ($5,957,869), and

WHEREAS, the consulting Engineers have recommended **TENTATIVE AWARD** to Sanders,

NOW, THERE FORE, BE IT RESOLVED that TENTATIVE AWARD is made to Sanders in the Total Amount of Five million, Nine hundred fifty-seven thousand, Eight hundred sixty-nine dollars ($5,957,869),

BE IT FURTHER RESOLVED that such TENTATIVE AWARD is contingent upon the approval of the North Carolina Department of Environmental Quality.

Upon motion of Council Member Allison, seconded by Council Member Robertson, the above **RESOLUTION** was unanimously adopted.

This is 13th day of July, 2026.

City of Statesville

J. Douglas Hendrix, Mayor

Attest:

Emily Kurfees, City Clerk

CITY of STATESVILLE
INDUSTRY · AGRICULTURE
NORTH CAROLINA

FILE

RES 47-25
RESOLUTION TO ACCEPT DIRECTED PROJECT FUNDS
for
THIRD CREEK SEWER EXTENSION

WHEREAS, the City of Statesville has received a Directed Projects grant from the 2023 Appropriations Act, Session Law 2023-134, administered through the Drinking Water Reserve and Wastewater Reserve to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered 2023 Appropriations Act funding in the amount of Two Million, Nine Hundred Fifty-five Thousand Dollars ($2,955,000) to perform detailed work in the submitted application, and

WHEREAS, the City of Statesville intends to perform said project in accordance with the agreed scope of work, as detailed in the executed Reimbursement Agreement between Prestige Acquisitions, LLC and the City of Statesville.

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

That the City of Statesville does hereby accept the 2023 Appropriations Act Directed Projects Grant offer of Two Million, Nine Hundred Fifty-five Thousand Dollars
($2,955,000), and

That the City of Statesville does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to, and

That Ron Smith, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this 15th Day of December 2025, at Statesville, North Carolina.

J. Douglas Hendrix

J. Douglas Hendrix, Mayor

ATTEST:

Emily Kurfees

Emily Kurfees, City Clerk

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: John Ferguson, Airport Director

DATE: 7/27/2026 2:18 PM

ACTION NEEDED ON: **August 10, 2026**
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving Budget Amendment 2027-01 to accept the NCDOT Aviation Economic Development Grant in the amount of $1,960,000 for construction of a hangar for Victory Air.

---

1. **Summary of Information:**
   The City was awarded a grant in 2021 for $5,154,400 to construct a hangar for Victory Air. The construction costs far exceeded the grant amount. The NCDOT Aviation division amended the grant to add $1,960,000. Total grant available is now $7,114,000. There is no local match for this grant.

2. **Previous Council or Relevant Actions:**
   Accepted grant number 36244.59.10.2 in 2021.

3. **Strategic Initiatives Supported/Impacted:**
   Developing Our City: N/A
   Connecting Our City: Invest in services and critical public infrastructure to align with land use plan goals and accommodate future growth citywide.
   Connecting Our Communities: N/A
   Strategic Plan Values: We value Quality and Creativity

   This grant will construct a 30,000 sq ft hangar for Victory Air.

4. **Budget/Funding Implications:**
   Adds an additional $1,960,000 to an existing grant. No local match is required.

5. **Consequences for Not Acting:**
   Hangar does not get built.

6. **Department Recommendation:**
   Staff recommends approval.

7. **Manager Comments:**
   This item is directly associated with the request for bid acceptance to build the hangar. I recommend for approval.

8. **Next Steps:**
   Upon approval of grant, we will submit the low bid for the construction of the hangar at the September

Council meeting.

9. Attachments:

1. 2024_12-06_SVH_ East Corporate Area Development Phase II Amendment_36244.59.10.2
2. BA Form Accept NCDOT Grant for Victory Air hangar #2027-01

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

12/06/2024

The Honorable Costi Kutteh, Mayor
City of Statesville
PO Box 1111
Statesville, NC 28687

RE: AMENDED NOTIFICATION OF AWARD
(*This letter overrides previous award letter dated 12/16/2021)*

Dear Mayor Kutteh:

On behalf of N.C. Governor Roy Cooper, Transportation Secretary J.R. "Joey" Hopkins, and the NC Board of Transportation, this Notification of Award serves as official verification that **additional** State Economic Development funds have been programmed for **Statesville Regional Airport,** Project Request No. 4173 for state fiscal year (SFY) 2025 and were approved at the December 5, 2024 Board of Transportation meeting.

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

The specific work elements and **additional** funding allocation is noted below:

Award ID	Description	State Economic Development Funds
36244.59.10.2	East Corporate Area Development Phase II Amendment	$1,960,000
36244.59.10.2	East Corporate Area Development Phase II	$5,154,400 (BOT 12/08/2021)

Upon receipt of this award letter, the Division of Aviation requires that you submit a Change Request for additional funding and to modify the scope of the agreement. Please visit the NCDOT Connect website for links to detailed grant and development resources.

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

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

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

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

Website: ncdot.gov/aviation

Location:
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

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

Sincerely,

DocuSigned by:

Rebecca Gallas

C1CE6F0F9F7A430...

Rebecca Gallas, P.E.
Director of Aviation

RJG/ah

cc: N.C. Governor Roy Cooper
J.R. "Joey" Hopkins, Secretary, NCDOT
Julie A. White, Deputy Secretary for Multi-Modal Transportation, NCDOT
Brad C. Lail, Board of Transportation Representative
John Ferguson, Airport Manager, Statesville Regional Airport
Brian Roberts, Chief Finance Officer, Statesville Regional Airport
Michelle Holman, Assistant Finance Director, Statesville Regional Airport
Cynthia Dunford, Finance Director, Statesville Regional Airport
Mark Stafford, P.E., Division 12 Engineer, NCDOT
Rachel S. Bingham, P.E., Aviation Development Manager/Deputy Director, NCDOT
Jason B. Schronce, P.E., Deputy Director of Programs and Planning, NCDOT
Raj Kondapalli, Airport Project Manager, NCDOT

CITY OF STATESVILLE
BUDGET AMENDMENT #2027-01
August 10, 2026
FISCAL YEAR 2026-2027

FUND / ACCOUNT #	ACCOUNT TYPE	DESCRIPTION	CURRENT BUDGET	CHANGE (+ / -)	AMENDED BUDGET
East Area Corporate Area Devlopment Fund					
517.0000.340.79.02	Revenue	NCDOT Aviation Grant 36244.59.10.2	4,813,415	1,960,000	6,773,415
		Total Revenues	4,813,415	1,960,000	6,773,415
517.6515.45.02	Expense	Contracted Services 36244.59.10.2	4,554,263	1,960,000	6,514,263
		Total Expenditures	4,554,263	1,960,000	6,514,263

DESCRIPTION: Accepting a grant from NCDOT Aviation Division in the amount of $1,960,000 to construct a hangar for Victory Air.

__________________________________ __________________________________

Budget Officer Chief Finance Officer

APPROVED BY CITY COUNCIL:

____

City Clerk

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: John Ferguson Airport Director

DATE: 7/28/2026 4:02 PM

ACTION NEEDED ON: **August 10, 2026**
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the low bid from Garanco, Inc. for the construction of a hangar for Victory Air in the amount of $7,143,200.

---

1. **Summary of Information:**
   City has been approved for an economic grant in the amount of $7,114,400 from NCDOT Aviation Division. Total construction costs will be $8,119,602.00 which includes construction and professional services costs. The difference in the grant amount will come from left over Transportation Reserve Directed Funds (TRDF) that were received for the construction of the Terminal Building and other capital improvements. There is no local match required. Parrish and Partners work authorization is for the civil work, and project management. All engineering fees need to have an independent fee estimate review. NC DOA does that for us at no charge

   There is currently $6.5 million left in the TRDF from the Terminal, of which $1.1 million will be needed to build the hangar.

   Victory Air has been involved with the hangar design and will be invited to all meetings with the contractor during construction.

   Contractor (Garanco, Inc.)
   Bid Total $7,143,200.00
   5% Contingency $357,000.00

   P&P/Lindsey Architecture/Inspections/Terracon Testing
   Work Authorization No. 31 (subject to IFE confirmation) $616,902.00

   Other
   Reimbursable Admin Expenses (bid advertisement, etc.) $2,500.00

   Total Project $8,119,602.00

2. **Previous Council or Relevant Actions:**
   Approved two grants for East Corporate Construction Project Phase II.

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 project will provide a maintenance hangar for Victory Air. Victory has nine 50-passenger aircraft that transports NASCAR teams to the NASCAR races.

4. **Budget/Funding Implications:**
The project is 100% grant funded and there is no local match required. Because this project is over the economic development grant amount, we will use additional funding from a secondary grant that built the terminal building.

The next projects at the airport will include a water line extension and site improvements and hangar space on the south taxiway. These projects will be handled in succession as funds allow.

5. **Consequences for Not Acting:**
The hangar does not get built.

6. **Department Recommendation:**
Airport staff recommends approval.

7. **Manager Comments:**
Recommend for approval.

8. **Next Steps:**
Upon approval, begin construction

9. **Attachments:**
1. East Corporate Phase 2 Budget @ 07.24.2026
2. Bid Summary - SVH East Corp PH 2
3. 2024_12-06_SVH_ East Corporate Area Development Phase II Amendment_36244.59.10.2
4. 2021_12_17_SVH_East Corporate Area Development - Phase II_36244.59.10.2

SVH 36244.59.10.2
East Corporate Development Phase 2

Grant Awarded 12/16/2021	$	5,154,400.00
Grant Awarded 12/06/2024	$	1,960,000.00
Total Grant Awarded	$	7,114,400.00

CURRENTLY UNDER GRANT		
Design 2022	$	216,710.00
Design 2025	$	173,986.00
Total Design	$	390,696.00
Current Grant Balance	$	6,723,704.00

Additional Adminstrative Expenses	$	2,500.00
Construction Bid	$	7,143,200.00
Professional Services for Construction	$	616,902.00
Total Construction	$	7,762,602.00

TRDF Funds Required	$	(1,038,898.00)

Statesville Regional Airport

PARRISH & PARTNERS

STATESVILLE REGIONAL AIRPORT
SOUTH DEVELOPMENT AREA
BID SUMMARY
THURSDAY, JULY 16TH, 2026

CONTRACTOR	License Number	NCDOT Number	Addenda Noted, Proposal Signed, and Bid Security Included	SCHEDULE AMOUNT
Apparent Low Bidder Garanco, Inc. 615 W. Main Street Pilot Mountain, NC 27041	34928	1000014888	✓	**Total Bid: $7,143,200.00**
J.D. Goodrum General Contractors 18339-F Old Statesville Rd Cornelius, NC 28031	19284	91793	✓	**Total Bid: $7,581,708.90**
Edison Foard Construction 3900 Rose Lake Drive Charlotte, NC 28217	1685	004000/008080	✓	**Total Bid: $7,900,224.00**
G.L. Wilson Building Company 190 Wilson Park Rd Statesville, NC 28625	1534	70829	✓	**Total Bid: 9,190,000.00**
HAYCO Construction 344 Shellybrook Drive Pilot Mountain, NC 27041	91148	68900	✓	**Total Bid: 9,358,750.00**
Monteith Construction 208 Princess Street Wilmington, NC 28041	43319	93146	✓	**Total Bid: 9,793,895.00**

This Bid Summary is certified to be true and correct to the best of my knowledge.

L'Quaan Atkinson

Digitally signed by L'Quaan Atkinson
DN: C=US, E=latkinson@parrishandpartners.com, O=Parrish & Partners, CN=L'Quaan Atkinson
Reason: I attest to the accuracy and integrity of this document
Date: 2026.07.17 14:43:55-04'00'

Date: ______________________

L'Quaan Atkinson - Project Coordinator
Parrish and Partners of North Carolina, PLLC

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

12/06/2024

The Honorable Costi Kutteh, Mayor
City of Statesville
PO Box 1111
Statesville, NC 28687

RE: AMENDED NOTIFICATION OF AWARD
(*This letter overrides previous award letter dated 12/16/2021)*

Dear Mayor Kutteh:

On behalf of N.C. Governor Roy Cooper, Transportation Secretary J.R. "Joey" Hopkins, and the NC Board of Transportation, this Notification of Award serves as official verification that **additional** State Economic Development funds have been programmed for **Statesville Regional Airport,** Project Request No. 4173 for state fiscal year (SFY) 2025 and were approved at the December 5, 2024 Board of Transportation meeting.

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

The specific work elements and **additional** funding allocation is noted below:

Award ID	Description	State Economic Development Funds
36244.59.10.2	East Corporate Area Development Phase II Amendment	$1,960,000
36244.59.10.2	East Corporate Area Development Phase II	$5,154,400 (BOT 12/08/2021)

Upon receipt of this award letter, the Division of Aviation requires that you submit a Change Request for additional funding and to modify the scope of the agreement. Please visit the NCDOT Connect website for links to detailed grant and development resources.

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

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

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

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

Website: ncdot.gov/aviation

Location:
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

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

Sincerely,

DocuSigned by:

Rebecca Gallas

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Rebecca Gallas, P.E.
Director of Aviation

RJG/ah

cc: N.C. Governor Roy Cooper
J.R. "Joey" Hopkins, Secretary, NCDOT
Julie A. White, Deputy Secretary for Multi-Modal Transportation, NCDOT
Brad C. Lail, Board of Transportation Representative
John Ferguson, Airport Manager, Statesville Regional Airport
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Raj Kondapalli, Airport Project Manager, NCDOT

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

Dec 16, 2021

The Honorable Costi Kutteh, Mayor
City of Statesville
PO Box 1111
Statesville, NC 28687

RE: NOTIFICATION OF AWARD

Dear Mayor Kutteh:

On behalf of Governor Roy Cooper, Transportation Secretary Eric Boyette, and the NC Board of Transportation, this Notification of Award serves as official verification that State Economic Development funds have been allocated for **Statesville Regional Airport** Project Request No. 4173 for State Fiscal Year (SFY) 2021 and were approved at the December 8, 2021, Board of Transportation Meeting.

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

The specific work elements and funding allocation is noted below:

Award ID	Description	State Economic Development Funds	Local Funds
36244.59.10.2	East Corporate Area Development - Phase II	$5,154,400	$0

Upon receipt of this award letter, the NCDOT Division of Aviation requires that you submit a Request for Aid within 120 days of receipt. Failure to meet this deadline will result in an elevated score on the annual risk assessment for non-compliance unless an extension is authorized in writing by the NCDOT Division of Aviation. Please visit the NCDOT Connect website below for links to detailed grant and development resources.

https://connect.ncdot.gov/municipalities/State-Airport-Aid/Pages/default.aspx

The NCDOT Division of Aviation requires effective project management for all projects to ensure that funds needed to complete this project are expended within two years from the date of this letter. Failure to meet this deadline will result in an elevated score on the annual risk assessment for non-compliance unless an extension is authorized in writing by the NCDOT Division of Aviation. Should the Airport encounter reasonable delays, the Division of Aviation has the ability to

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

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

Website: ncdot.gov/aviation

Location:
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

reprogram existing-year funds to a later year and divert the monies to another airport to expend those funds.

After the project is completed and the final reimbursement request has been processed, the NCDOT Division of Aviation has the authority to rescind any remaining unused funds (with the exception of NPE funds) for use toward other projects. Any disbursement of funds described or contemplated herein is subject to appropriation by the General Assembly and appropriate authorization from the Department and/or Board of Transportation.

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

Sincerely,

DocuSigned by:
Bobby L. Walston
59C6E3EBB04E410...

Bobby L. Walston, P.E.
Director of Aviation

BLW/jc

cc: Governor Roy Cooper
Eric Boyette, Secretary NCDOT
Julie A. White, Deputy Secretary for Multi-Modal Transportation
Richard Burr, United States Senate
Thom Tillis, United States Senate
Ted Budd, United States Congress
Brad C. Lail, BOT Representative
John Ferguson, Airport Manager
Mark Stafford, P.E., Division 12 Engineer

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Sherisha Hills, Assistant City Manager

DATE: 7/30/2026 8:24 AM

ACTION NEEDED ON: **August 10, 2026**
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving an agreement with United Way of Iredell County to participate in the Iredell Housing Fund.

---

1. **Summary of Information:**
This agreement is between the City of Statesville and the United Way of Iredell County to help improve affordable housing in the community from August 1, 2026, through June 30, 2027. The City will provide up to $120,000 for the program, with most of the funding going toward home repairs and helping first-time homebuyer education classes. This program supports the City's Strategic Plan by improving housing, making homes safer, and helping low- and moderate-income families achieve stable housing.

   Under the agreement, the United Way will manage the program by reviewing applications, determining eligibility, hiring contractors, overseeing home repairs, and providing homebuyer education. The goal is to complete repairs or weatherization projects on three homes, provide homebuyer education to 20 families, and help four families become ready to purchase a home. The United Way will submit quarterly progress reports and keep detailed financial records, while the City will oversee the program, reimburse approved expenses, and work with the United Way to ensure the program is successful.

2. **Previous Council or Relevant Actions:**
Council approved participation in the Iredell Housing Fund for FY 2024-25 and allocated $190,000 for the fiscal year.

3. **Strategic Initiatives Supported/Impacted:**
Developing Our City: N/A
Connecting Our City: N/A
Connecting Our Communities: Promote the development of a range of housing types throughout our community and housing stability for residents.
Strategic Plan Values: N/A

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

   Participation in the Iredell Housing Fund aims to promote housing stability by supporting existing homeowners and through moving households toward homeownership.

4. **Budget/Funding Implications:**

Funds have already been approved as a part of the special appropriations in the FY27 budget.

5. **Consequences for Not Acting:**
   We will miss the opportunity to get our residents eligible for homeownership, home repairs, and the necessary classes that are needed prior to purchasing a home.

6. **Department Recommendation:**
   One staff member will provide programmatic support to United Way for the purposes of approving allocations and ongoing monitoring.

7. **Manager Comments:**
   Funds are included in the FY2027 budget that was approved in June. Recommend for approval.

8. **Next Steps:**
   One staff member will provide programmatic support to United Way for the purposes of approving allocations and ongoing monitoring.

9. **Attachments:**
   1. Iredell Housing Fund Agreement FY27
   2. Impact IHF SVL 7.29.26

UNITED WAY OF IREDELL COUNTY, INC.
FOR
IREDELL HOUSING FUND

THIS AGREEMENT, entered this day of _______________ by and between City of Statesville, a municipal corporation in Iredell County, North Carolina (herein called the "City"), and United Way of Iredell County, Inc., a corporation authorized to conduct business in North Carolina with its principal place of business at 305 N. Center Street, Statesville, NC 28677 (herein called the "United Way")(collectively referred to herein as the "Parties").

RECITALS

WHEREAS, City adopted a five-year Strategic Plan on August 21, 2023 that recognized three primary goals, of which the third is to "Connect Our Communities" with opportunities for employment, recreation, engagement, and housing; :

WHEREAS, the Connect Our Communities goal adopted Strategic Initiative Three (3), to promote the development of a range of housing types throughout the Statesville community and provide housing stability for residents;

WHEREAS, the Measurables for Strategic Initiative 3 are as follows:

A. Measurable: Mix of Housing Types being Built—Having a mix of housing types—from standalone houses to apartment complexes (and everything in between) increases the range of prices for homeownership and renting. Shaped in part by market forces, council decisions impact the number and types of housing allowed to be built within our community.

B. Measurable: Investment in Critical Home Repair and Weatherization—A key tool for stabilizing households is to ensure their homes are energy efficient and safe for habitation. Financial support of area non-profits performing weatherization and critical repair would improve housing stability, especially for vulnerable populations like the elderly.

WHEREAS, the City found that Statesville has a community need for additional low to moderate income affordable housing for its community; and

WHEREAS, the private sector has been unable to meet the needs of the community in providing adequate availability of low to moderate income affordable housing; and

WHEREAS, City wishes to engage the United Way to assist City in realizing the goal of providing the needed low to moderate income affordable housing opportunities to the community of Statesville; and

WHEREAS, N.C.Gen.Stat. 160D-1311(a)(1) allows a local government to engage in and appropriate funds for "programs of assistance and financing of private buildings principally for the benefit of low – and moderate -income persons, or for the restoration or preservation of older neighborhoods or properties, including direct repair, the making of grants or loans, the subsidization of interest payments on loans, and the guaranty of loans."

WHEREAS, N.C.Gen.Stat. 160D-1311(a)(2) allows a local government to engage in and appropriate funds for community development programs and activities including "programs concerned with employment, economic development, crime prevention, childcare, health, drug abuse, education, and welfare needs of persons of low and moderate income."

WHEREAS, the appropriation of any funds pursuant to this Contract benefit the public by providing low to moderate income affordable housing programming set forth in N.C.Gen.Stat. 160D-1311(a); and

WHEREAS, the Supreme Court of North Carolina has found that providing affordable housing to persons of low income serves a constitutional public purpose; and

WHEREAS, United Way operates as the backbone organization of a collaborative fund known as the Iredell County Housing Fund, which works to improve attainable housing conditions across Iredell County and the City of Statesville; and

WHEREAS, United Way has agreed to make the Programs available for qualifying citizens within Statesville's corporate limits, as those limits exist at the execution of this Agreement and as they may be thereafter amended through annexation, subject to those terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

ARTICLE I
SCOPE OF SERVICES

1. Recitals. The Recitals are incorporated into the Agreement.

2. Effective Date. This Agreement shall be effective on July 1, 2026 ("Effective Date").

3. Purpose. The City has a goal in its Strategic Plan to promote the development of a range of housing types throughout the Statesville community and provide housing stability for residents, as well as to invest in critical home repairs and weatherization needed in existing homes. It is expected that three (3) single-family homes, occupied by families identified as low to moderate income shall qualify for assistance in repair, weatherization, or rehabilitation for up to an estimated $20,000.00 per home ("First Service"). It is also expected that twenty (20) first-time homeowners with low to moderate income will receive education towards receiving assistance in purchasing a home with credit repair, homeownership classes, , and other programming as the parties agree ("Second Service"). Through this program, four (4) families will become eligible to become homeowners and any applicable assistance opportunities will be offered. United Way agrees to provide administration services as they are set forth above and further include determining program participant's income eligibility (collectively the "Services"). United Way shall provide all Services in compliance with this Agreement and the Scope of Work attached to this Agreement as Exhibit A.

4. Program Funds.
   A. The total City budget for this Agreement shall be as follows:

Line Item	Amount
Administration	$6,000.00
Project Appropriation	$114,000.00
TOTAL	$120,000.00

   B. It is expressly agreed and understood that the total amount to be paid by City under this Agreement shall not exceed $120,000.00.

   C. The Schedule of Payment attached to this Agreement as Exhibit A and is incorporated herein.

   D. The Line-Item Budget is attached to this Agreement as Exhibit E and is incorporated herein.

5. Term. The term of this Agreement shall be from August 1, 2026 through June 30, 2027 The term of this Agreement and the provisions herein shall be extended to cover any requested additional time period approved in writing by both City and United Way.

6. United Way Representations. United Way represents and agrees that now and continuing for the term of Agreement, United Way:

   A. Is experienced, qualified, skilled, and fully capable of performing Services in a competent and professional manner;

   B. Shall exercise reasonable care and diligence, and shall act in the best interest of the City;

   C. Shall act in accordance with this Agreement;

   D. Shall act in accordance with generally accepted standards of the United Way's practice applicable to locality; and shall comply with this Agreement and with all applicable federal, state and local laws, ordinances, codes, rules and regulations (collectively "Laws and Regulations");

   E. Possesses all necessary qualifications, licenses and certifications;

   F. Shall assure the individual(s) signing this Agreement have the right and power to do so and bind United Way to the obligations set forth herein and such individuals do so personally warrant they have such authority.

ARTICLE II
RESPONSIBILITIES OF UNITED WAY

1. Compliance with this Agreement and Exhibit A. United Way shall comply with this Agreement, and with the scope of services and schedule of payment attached as Exhibit A.

2. United Way Responsibilities. United Way shall:

   A. Assign appropriate United Way staff to oversee and administer the Services in accordance with Exhibit A;

   B. Hire and retain qualified contractors and subcontractors to perform any construction Services or home repairs;

   C. Collaborate with the City to develop policies and procedures for the administration of the Services, including the process for applicants and/or;

   D. Report to the City its progress on providing the Services through a quarterly report, which shall include the information set forth in Exhibit C;

   E. Maintain a detailed accounting of each expense to be reimbursed by the City pursuant to Exhibit A, including the retention of either a receipt, purchase orders, contracts, or other documents evidencing the expense; and

   F. To comply, to the extent practically possible, to the Project Schedule set forth in Exhibit A;

   G. Gather all necessary documentation set forth in Exhibit D for the City's reimbursement payments;

H. To comply with its other responsibilities set forth in this Agreement and its attached Exhibits.

ARTICLE III
RESPONSIBILITIES OF CITY

1. City's Responsibilities.

   A. City shall collaborate with United Way to finalize all policies and procedures for administration of the Services, including the process for applicants and/or first-time homeowners to make appointments, developing specific criteria to qualify financial assistance, implementing a process to collect required customer documentation, and any other action which is necessary to complete the process efficiently;

   B. City shall assign a staff liaison to work directly with the United Way to serve as an advisor and troubleshooting resource when necessary;

   C. City shall be responsible for making payments towards the Services as set forth in this Agreement and its attachments; and

   D. City shall make reimbursement payments as set forth in Exhibit D.

ARTICLE IV
INSURANCE

1. Insurance. The United Way shall maintain valid general liability insurance in accordance with the insurance requirements set forth in Exhibit B.

ARTICLE V
DAMAGES AND REMEDIES

1. Indemnity. To the fullest extent permitted by Laws and Regulations, the United Way shall indemnify and hold the City, its officers and employees, harmless from and against all claims, costs, charges, civil penalties, fines, losses, liabilities, and damages (including but not limited to reasonable professionals' fees and charges and all court or other dispute resolution costs), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any breach by United Way of any term or condition of this Agreement or written amendment, (b) any breach or violation by United Way of any applicable Law or Regulation, (c) any other cause resulting from any act or failure to act by United Way under this Agreement or written amendment, but only to the extent caused by any negligence or omission of United Way. This indemnification shall survive the termination of this Agreement.

2. Non-Exclusivity of Remedies/No Waiver of Remedies. The selection of one or more remedies for breach of this Agreement shall not limit that party's right to invoke any other remedy available under this Agreement or by law. No delay, omission or forbearance to exercise any right, power, or remedy accruing to a party shall impair any such right, power, or remedy or shall be constructed to be a waiver of any breach hereof or default hereunder. Every such right power, or remedy may be exercised from time-to-time and as often as deemed expedient.

3. Waiver of Damages. United Way shall not be entitled to, and hereby waives any monetary claims for, or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead, or any consequential damages.

ARTICLE VI
AMENDMENTS TO AGREEMENT

1. Changes to the Services. Any change to this Agreement, the Exhibits, or the Services provided must be in writing, signed by both parties.

ARTICLE VII
TERMINATION AND SUSPENSION

1. Termination for Convenience of City. This Agreement may be terminated without cause by City and for its convenience upon thirty (30) days written notice to United Way. If the City terminates for convenience, any approved First Service repair that is underway, shall be continued and completed as approved.

2. Other Termination. After thirty (30) days written notice to the other party of its material breach of the Agreement, this Agreement may be terminated by the noticing party, provided that the other party has not taken all reasonable actions to remedy the breach.

3. Survival. Termination of this Agreement, for whatever reason, shall not terminate a party's representations and warranties nor nullify any indemnity or records retention hereunder.

4. Suspension.

   A. City may order United Way in writing to suspend, delay, or interrupt all or any part of the Services for the convenience of the City.

   B. A suspension, delay, or interruption of the Services shall not terminate this Agreement.

ARTICLE VIII
ADDITIONAL PROVISIONS

1. Limited Assignment / Delegation. This Agreement shall bind the United Way and its successors and permitted assigns. United Way shall not assign or transfer its rights or interest in this Agreement (including the right to payment), nor shall United Way delegate its duties under this Agreement, without the City's written consent, which the City may grant or withhold in its sole discretion. The City's consent shall not release United Way of any obligation under this Agreement and United Way and permitted assigns shall be subject to all of City's defenses. Any attempt to assign this Agreement without the prior written approval of the City shall be void. If the United Way utilizes approved subcontractors, United Way shall be responsible for the scheduling, completeness, quality, accuracy, and timeliness of all their work. City has the right to request that any subcontractor be replaced due to unsatisfactory performance.

2. Governing Law. The parties acknowledge this Agreement is governed and interpreted by the laws of the State of North Carolina, without regards to conflict of law's provisions. The parties further agree that any dispute arising from this Agreement shall be litigated in the courts of the State of North Carolina and any and all suits or actions related to this Agreement shall be brought exclusively in Iredell County, North Carolina. Service of process may be affected by delivery by any method permitted under the N.C. Rules of Civil Procedure.

3. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, including clickthrough agreements, clickwrap agreements, clickwrap licenses, or similar non-reciprocal agreements.

4. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of

this Agreement shall be enforceable without such provision.

5. Notice. When any provision of this Agreement requires the giving of written notice, it will be deemed to have been validly given if (i) delivered in person to the designated individuals set forth below, or (ii) if delivered at or sent by a nationally recognized overnight courier service or overnight express mail or registered or certified mail, postage prepaid, to the City or United Way set forth below. The date of notice shall be the date of such delivery, in the case of delivery in person, or mailing when sent by courier or mail.

   A. The notice address for the City shall be:

      City of Statesville
      Attn: Ron Smith, City Manager
      PO Box 1111
      Statesville, NC 28677
      rsmith@statesvillenc.net

      With a copy to:

      City of Statesville
      Attn: Sherisha Hills , Assistant City Manager
      PO Box 1111
      Statesville, NC 28677
      shills@statesvillenc.net

   B. The notice address for the United Way shall be:

      United Way of Iredell County, Inc.
      Attn: Brett Eckerman, Executive Director
      PO Box 1312
      Statesville, NC 28677
      beckerman@uwiredell.org

6. Gifts and Favors. United Way shall become aware of and comply with the laws related to gifts and favors, conflicts of interest and the like, including N.C.Gen.Stat. 14-234, N.C.Gen.Stat. 133-1, and N.C.Gen.Stat. 133-32.

7. Public Records, Confidential Records and Information. United Way acknowledges that records made or received in connection with the transaction of public business, including records related to this Agreement in the possession of United Way, are public records and subject to public records requests. United Way must provide such records to City upon request. City may provide copies of such records, including copyrighted records, in response to public records requests, except that, upon request of and indemnification by United Way. United Way shall make City aware of any public records requests made in regard to Services of this Agreement. If United Way, its employees or subcontractors, during provision of Services, becomes aware of or has access to confidential records or information or information otherwise protected from disclosure by Federal or State law ("Confidential Information"), United Way, its employees and subcontractors, shall not disclose any such Confidential Information.

8. Verification of Work Authorization: Anti-Human Trafficking. United Way, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. United Way warrants and agrees that no labor supplied by the United Way shall be obtained by means of deception, coercion, intimidation, or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subcontractor 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

9. No Third-Party Beneficiaries. There are no third-party beneficiaries to Agreement.

10. Independent Contractor. United Way is an independent contractor and is solely responsible for its Services and the supervision of its employees and permitted subcontractors. All persons assigned by United Way to provide Services pursuant to this Agreement shall, for all purposes of this Agreement, be considered employees of United Way only. United Way shall assume the sole and exclusive responsibility for the payment of wages to individuals for services performed under this Agreement and the withholding of all applicable Federal, State, and local taxes, unemployment insurance, and maintaining workers compensation coverage in an amount and under such terms as required by law. If City notifies United Way in writing that any person providing Services appears to be incompetent, disorderly, or otherwise unsatisfactory to City, such person shall be removed from the project and shall not again be employed on it except with the prior written consent of City.

11. Nondiscrimination. Neither party shall discriminate on any prohibited basis. United Way must comply with the Americans with Disabilities Act of 1990 ("ADA").

12. Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed so as to restrict or inhibit the City's police powers or regulatory authority.

13. No Waiver of Sovereign or Qualified Immunity. Nothing in this Agreement, shall be construed to mandate purchase of insurance by City pursuant to N.C.Gen.Stat. 160A-485 or to in any way waive the City's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent, or employee of City shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

14. Further Assurances. United Way agrees that it will cooperate with City and will execute and deliver, or cause to be delivered, all such other instruments, and will take all such other actions, as City may reasonably request from time to time in order to effectuate the provisions and purposes of Agreement.

15. Principles of Interpretation and Definitions. In this Agreement, unless the context requires otherwise: (1) The Singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. (2) References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (3) References to a "Section" or "section" or "paragraph" shall mean a section or paragraph of this Agreement. (4) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (5) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this Agreement. (6) "Duties" includes obligations. (7) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (8) The word "shall" is mandatory. (9) The word "day" means calendar day. (10) Normal business hours mean Monday through Friday from 8:00 a.m. until 5:00 p.m. Eastern Standard Time.

IN WITNESS WHEREOF, United Way and City, being duly authorized, have caused these presents to be signed in their names as of the day and year first above written, on the following pages.

CITY OF STATESVILLE **UNITED WAY OF IREDELL COUNTY, INC.**

____
J. Douglas Hendrix, Mayor

____
Brett Eckerman, Executive Director

Attest: ______________________________
Emily Kurfees, City Clerk

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

____
Gina Lawrence, Chief Financial Officer

Exhibit A
Scope of Work / Schedule of Payment
Housing Rehabilitation Activities

A. Principal Tasks

The United Way will be responsible for administering a collaborative housing rehabilitation program, also referred to as "Iredell Housing Fund" including the City of Statesville, hereinafter referred to as "City". The United Way will administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to City.

The major goal of the United Way's efforts under this Agreement will be the completion of rehabilitation of 3 eligible housing units and supporting 4 first time homeowners in the preparation towards attainment of affordable housing. Changes to the program goals, scope of services, schedule, or budget, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the United Way and City. Toward the goal of the completion of rehabilitation for 3 eligible units, the major tasks that the United Way will perform include, but are not limited to, the following:

1. Refinement of housing rehabilitation program plans, procedures, and forms: Subject to review and approval by City, the United Way will establish, or make any necessary revisions to, the housing rehabilitation program design and procedures (including but not limited to the priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies), as well as any other necessary forms, documents or sample contracts.

2. Outreach: The United Way will conduct sufficient advertisement of the housing rehabilitation program and other forms of outreach to ensure that enough eligible applicants from the City of Statesville participate in the program to meet the housing rehabilitation goal completed units.

3. Intake/assessment of eligibility: The United Way will assist property owners and residents in the City of Statesville in the completion of applications to permit eligibility determinations for rehabilitation assistance. The United Way will make provisions for interpretation and translation services to meet the needs of non-English-speaking applicants. In the event of applicants who have impaired mobility or other disabilities, the United Way will make provisions for completing the application at the applicant's residence or other acceptable procedures for ensuring equal access to services.

   Initial eligibility determination of households/structures will be made by the United Way on the basis of satisfaction of income requirements (single-unit structures must be occupied by a low- and moderate-income household), and any other pertinent criteria set forth in the approved program design.

4. Work write-ups: For each eligible unit to be assisted, the United Way will complete a detailed work write-up of the rehabilitation to be performed, including confirmation of city residency, verification that taxes and utilities are paid and up to date, estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be initialed and dated by the homeowner. Write-up will be submitted to City for approval prior to start of project. City will provide approval in writing prior to the start of the project.

5. Solicitation and selection of contractors: The United Way will follow all applicable rules and regulations in

the identification, proper solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units.

6. Vendor contracts: The United Way will use their Standard Vendor Agreement form, for contracting with subcontractors and will ensure that the description of the work contained in any contracts with contractors is accurate and complete.

7. Periodic and final inspections: The United Way will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding properly and satisfactorily, will authorize (with the owner's written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by any subcontractors.

8. Approval of contractor payments: As rehabilitation progresses and as invoices are submitted by contractors, United Way will verify that the expenses are reasonable and the work has been completed properly (including a sign-off by the owner and Building Inspections where applicable)

9. Maintenance of case files and other records: For each applicant, the United Way will maintain case files, including application and documentation of eligibility, work write-ups, City approval to proceed, the assistance agreement between the property owner and United Way, contractor selection criteria, documentation of verification regarding contractor suspension or debarment, copy of contracts between United Way and contractors, documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). The United Way will also maintain appropriate information on persons residing in the project properties, including a list or lists identifying persons in a project immediately before the project, after project completion, and those moving in during the project, as well as information on those displaced or temporarily relocated (per 24 CFR 570.606 and 49 CFR 24). The United Way will maintain these and other program and financial records in accordance with the general requirements for recordkeeping specified in Section VIII.B, Documentation & Record Keeping, of the parties' Agreement.

B. Staffing

The United Way shall assign the following staff as Key Personnel:

Staff Member Title	General Program Duties	Time Allocation
Sara Helmick, Senior Director of Community Investment	General program oversight and administration; approval of contractor selection; submission of approved contractor invoices; ensures proper timeliness is kept by contractors	6 hours/week
Brett Eckerman, Executive Director	Financial Records, supervision of Rehabilitation Specialist; maintenance of program records	1 hours/week
Linda Wahlberg, Director, Administrative Operations	Assist with intake forms and resident communications	8 hours/week

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of City.

C. Project Schedule

Unless amended by mutual written agreement by the United Way and City, United Way will perform the described housing rehabilitation tasks and complete the rehabilitation of eligible units in conformance with the schedule attached hereto as Exhibit A.

D. Line-Item Budget

The following is the budget for the FY27 housing rehabilitation program and homebuyer assistance to be administered by United Way of Iredell County, Inc. Unless otherwise noted, this budget may only be modified through a formal written amendment approved by City. A detailed line-item budget based on the approved cost allocation plan is attached as Exhibit E.

Expense Category	**Amount**	**Method of Calculation**
Direct Assistance (repairs)	$ 54,000.00	
Direct Assistance (new owners)	$ 60,00.00	
Subtotal Direct Assistance	$ 120,000.00	@ 95% of the total award
Subtotal Admin Costs	$ 6,000	
	$ 6,000.00	Total Admin Allotment @10% of award

E. Method of Compensation/Schedule of Payments

United Way will compensate contractors per contractor agreements. At the conclusion of each approved project, United Way will forward all supporting payment documentation to City for review and reimbursement pursuant to the procedures set forth in Exhibit E. City will verify all costs are allowable and properly supported. City will reimburse United Way per approved City procedures.

Exhibit A

Work Schedule

Task/Program Goals	Quarter 1	Quarter 2	Quarter 3	Quarter 4
1. Refinement of Forms and Procedures	X			
2. Outreach/Intake	X	X	X	X
3. Number of Applicants Determined Eligible for Home-Repair/Weatherization (cumulative)	1	2	0	0
4. Number of Work Write-ups Completed (cumulative)	1	2	0	0
5. Number of Eligible Units Out-to-Bid (cumulative)	1	2	0	0
6. Number of Eligible Units Where Rehab Started (cumulative)	1	2	0	0
7. Number of Eligible Units Where Rehab 50% Complete (cumulative)	1	1	1	8
8. Number of Eligible Units Where Rehab/Final Inspection Completed (cumulative)	0	1	1	1
9. Number of families to provide home buyer education and financial literacy counseling courses through one on one counseling.	10	0	10	0
10. Number of households will be homebuyer ready and will be assisted with funds where possible.	0	0	2	2
11. Submission of Quarterly Reports	X	X	X	X

II. Operations/Administrative Expenses

Drawdowns against the balance of budgeted funds for Operations and Administration must be based on costs actually incurred.

EXHIBIT B
INSURANCE REQUIREMENTS

REQUIREMENTS FOR ALL INSURANCE POLICIES:

1. Insurers. All insurance shall be obtained from a licensed insurer, approved to do business in the State of North Carolina with an A.M. Best's Insurance Guide rating of A-VII or better, and the insurer must maintain said rating for the duration of this Agreement.

2. Occurrence and Claims Made Policies. Insurance must be written on an "occurrence" basis whenever possible. Certain policies may be written on a "claims made" basis with the approval of UWIC's Executive Director.

3. Required Notice. The Vendor's insurer must agree to provide a minimum thirty (30) days advance written notice of cancellation, material change or nonrenewal of policies required under the contract to UWIC. Upon notice of such cancellation, material change or nonrenewal, Vendor shall procure substitute insurance so as to assure UWIC that the minimum limits of coverage are maintained continuously during the term of this Agreement.

4. Certificate of Insurance. Prior to the execution of this Agreement, Vendor must provide UWIC a valid Certificate of Insurance ("COI") acceptable to UWIC to be retained in its records. The COI must reflect the required insurance coverages for the project contemplated in this Agreement, including all Services and Deliverables, as required. The description section of the COI must include the following statement: "United Way of Iredell County, Inc., its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability."

5. Workers Compensation Insurance. Vendor must carry Workers' Compensation Insurance with statutory limits and Employers Liability Insurance as noted below.

6. Primary Coverage. Vendor's insurance shall be the primary coverage for any claims related to this Agreement, and the insurer shall have no right of recovery or subrogation against UWIC, or its agents, it being the intention of the parties that the insurance policies shall protect UWIC and be primary coverage for any and all losses covered by the policies.

BASE INSURANCE REQUIREMENTS

This section lists the base insurance amounts required for all projects by UWIC. Additional coverages may be required based on job type, special risks or high hazards. All coverages must be evidenced and confirmed by a COI provided to UWIC prior to execution of this Agreement.

A. Commercial General Liability ("CGL"): The base CGL policy shall include the following coverages and be written on an Insurance Services Office ("ISO") industry form CG0001 2010 or newer:
   a. $1,000,000.00 Each Occurrence
   b. $1,000,000.00 Personal & Advertising Injury
   c. $1,000,000.00 Damages to Premises/Fire Legal
   d. $1,000,000.00 Product & Completed Operations Aggregate
   e. $1,000,000.00 General Aggregate

B. Commercial Automobile Insurance Coverage: If the work or services provided hereunder include ANY of the following, then Vendor must provide Commercial Automobile Insurance Coverage:
   a. construction or remodeling work;
   b. tree trimming, cutting, or similar services;
   c. landscaping services of any kind;

d. the use of vehicles to transport material, or complete work on the job site;
e. job sites and projects that are conducted on or near roadways or that would alter traffic to conduct the work; or
f. work that requires the use of one or more motor vehicles.

Coverage, if needed, shall be either (a) in the minimum amount of $1,000,000.00, combined single limit or (b) $500,000.00 per person,
$1,000,000.00 per occurrence, $100,000.00 property damage, and $1,000.00 medical payments.

C. Workers' Compensation Insurance. If the Vendor employs three (3) or more employees at any one time, then the Vendor shall maintain Workers' Compensation affording protection under the Workers Compensation Law in an amount not less than the statutory limit at the time of the work. Additionally, Vendor shall obtain Employer Liability Insurance with the following minimum coverages: $500,000.00 for bodily injury by accident –each accident; $1,000,000.00 bodily injury by disease – each disease; and $500,000.00 bodily injury by disease – each employee.

Workers' Compensation Certification. The North Carolina Workers' Compensation Act (the "Act") requires that all businesses which employ three or more employees (N.C.G.S. §97-2), including those operating as corporations, sole proprietorships, limited liability companies and partnerships, obtain workers' compensation insurance or qualify as self-insured employers for purposes of paying worker's compensation benefits to their employees. An employer is not relieved of its liability under the Act by calling its employees "independent contractors." Even if the employer refers to its workers as independent contractors and issues a Form 1099 for tax purposes, the Industrial Commission may still find that the workers were in fact employees, based upon its analysis of several factors, including but not limited to the degree of control exercised by the employer over the details of the work.

UWIC requires all vendors and contractors working for UWIC to provide evidence of worker's compensation insurance coverage unless excluded from coverage under North Carolina law. **By execution of this agreement, the Vendor is certifying compliance with the Act.**

Exhibit C
Program Report
City of Statesville

At the end of each quarter, United Way shall submit a cumulative progress report. The report shall be submitted electronically by the 15th day of the month following the end of the quarter (i.e.: submission by October 15th for Q1).

The report shall include the following:

- Home Repair
    - Leveraged funds
    - Savings on utilities
    - Stability in housing (number of children in household, etc.)
- Homeownership Assistance
    - Total amount used for each type of homeowner assistance (e.g., credit repair, homeownership classes, downpayment assistance)
    - Total amount of partner funds leveraged in home purchase

The report shall be organized by completed projects, projects in progress, and anticipated projects.

United Way shall also include a separate budget tab that shows the funding spent to date and how much remains of the total allotment.

Exhibit D
Documentation Required for Completion of Project

To be eligible for reimbursement, all projects and related costs are to be approved in writing by City of Statesville staff prior to commencement of the project. At the satisfactory completion of each project, United Way will submit an itemized expense summary sheet of all allowable costs incurred for the project and supporting documentation as follows:

1. Copies of vendor invoices specifically referencing the address of the home with descriptive detail of the work that was done and itemized costs of all materials used.
2. Proof of payment of all vendor invoices to include cancelled checks or bank data showing electronic payment.
3. Release form signed by homeowner indicating completion of project at finalization of a project.

IREDELL HOUSING FUND
STATESVILLE QUICK FACTS

IMPACT SNAPSHOT

15

Total Homes Completed Through IHF

The program saved neighbors
over $125,000
in home repairs and allowed them to stay in safer and healthier environments.

7

Homes Completed by United Way of Iredell County

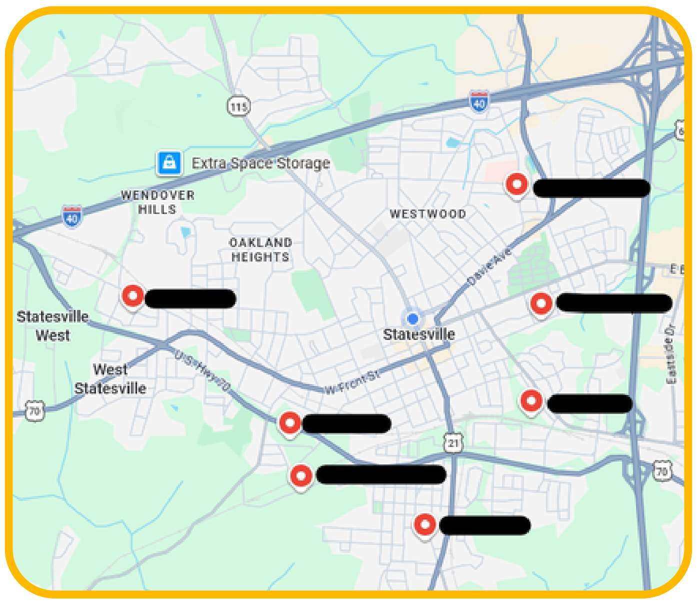
AN EXAMPLE HOME REPAIR

Before

After

Scope of Work:

- ADA accessible shower
- ADA shower equipment
- New hot water heater
- Plumbing Replacement
- Safety electrical replacement
- Smoke/Carbon Monoxide Detectors



MAP OF HOME REPAIRS IN STATESVILLE AS OF 7/29/26

EMPOWERMENT THROUGH EDUCATION

2 — **Housing Forums hosted on November 15, 2025 and March 14, 2026**

54 — **Families served with financial literacy support**

2 — **Families received $148,000 down payment assistance**

18 — **Families participated in Home Buyer Education Class**

IREDELL HOUSING FUND
2024-2026 IMPACT STATEMENT

The Iredell Housing Fund (IHF) is a collaboration of organizations in Iredell County working together to stabilize housing through home repairs and ownership, crisis assistance, landlord relations, and the creation of an affordable housing land bank.

IMPACT SNAPSHOT

Before

After

"We are so grateful. The whole experience has been humbling to me and a witness that good people are doing good deeds for their neighbors every day in our community – I consider that God's work."
~Terry Cherry, IHF Home Repair Recipient

STRATEGIC GOALS

- **Revolving Loan Map Fund:** Establish a new fund to spark additional quality housing development.
- **GIS Impact Mapping:** Use GIS technology to share data and quality housing partnerships.
- **Community Engagement:** Widen shared resource development and community involvement.

39

Homes were serviced through IHF partners from July 2025 to June 2026

RENT VS WAGE GAP

Fair Market Rent (FMR) for 2-bedroom: **$1,250**
Required Hourly Wage for FMR: **$24.04**
Iredell Average Salary: **$48,000**
Iredell Average Hourly Wage: **$19.80**
Wage Gap: ~$4.24/hour

RENT

IREDELL HOUSING NEEDS

24% of Iredell households are cost burdened, spending **over 30% of income on housing** (based on NC Housing State).

Iredell County is **#16** on the NC Evictions List, indicating high housing instability and susceptiblity to legal action and further expenses.

17% of residents have difficulty affording a home, experiencing barriers to basic homeownership or rental accessibility.

IN COLLABORATION WITH:

United Way Iredell County; Iredell Housing Fund; City of Statesville North Carolina; Town of Mooresville; I-CARE, Inc. Community Action Partnership; Statesville Housing Authority; Rebuilding Together of Greater Charlotte; Habitat for Humanity of the Charlotte Region; Purple Heart Homes; Community Foundations CDC, Inc

For Iredell Housing Fund project inquiries, contact Linda Wahlberg at lwahlberg@uwiredell.org. For partner collaborations inquiries, contact Sara Helmick at shelmick@uwiredell.com.

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Tamira Weeks, Transportation Planner

DATE: 7/28/2026 11:06 AM

ACTION NEEDED ON: **August 10, 2026**
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider voting in favor of I-77 South Express Toll Lanes at the September 16, 2026 CRTPO Board meeting.

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1. **Summary of Information:**
Charlotte Regional Transportation Planning Organization (CRTPO) is the official federal planning organization of Iredell County, Mecklenburg County, Union County, and the municipalities within. Per state law (§ 136-89.183(a)(2)), toll projects in NC must be requested/approved by local planning organizations. In 2014, CRTPO submitted project I-5718, I-77 South Express Lanes, to the State Transportation Improvement Program (STIP) for funding. The proposed improvements include adding toll lanes from uptown Charlotte to the South Carolina line. I-5718 is estimated to cost $3.2 billion with $600 million coming from state funding.

In October 2024, CRTPO provided a resolution for NCDOT to move forward with a Public-Private Partnership (P3) delivery process and created a working group in partnership with NCDOT to identify project priorities and develop key contract terms. During the May 2026 CRTPO Board meeting, a motion to rescind support for the October 2024 resolution passed by the CRTPO related to the P3 delivery model for the I-77 South project passed with a 2/3 majority weighted vote (47 to 19). Voting in favor of rescinding support for the project were Charlotte, Cornelius, Davidson, Huntersville, Matthews, Mecklenburg County, Mint Hill, Monroe, and Metropolitan Transit Commission (MTC).

With the passing of the 2026-2027 State budget an amendment was added to SECTION 43.27.(b) G.S. 136-189.11 that applies to removal of statewide projects from the STIP (i.e. I-77 South). With the new amendment, any local government that voted in favor of the rescinded support shall reimburse North Carolina Department of Transportation for preliminary costs incurred by the Department in connection with the statewide project prior to removal. The amendment does not affect the removal of regional or division-level projects from the STIP (i.e. Brookdale Connector and Bethlehem Rd are both division-level projects).

Any local government that voted in favor of removal shall be responsible for costs in proportion to the weighted voting percentage of the local government within the MPO or RPO that voted to remove a project or prevent a statewide project from being delivered. Due to the passing of the budget amendment, CRTPO's September Agenda will include an item to consider restoration of support for I-5718. City of Statesville has 2 votes within CRTPO. Therefore, if the City (represented by Council Member David Jones) votes in opposition of the toll lanes, the City will be responsible for reimbursing the NCDOT approximately $1.6 million. Additionally, all State aid will be withheld, and no new STIP project may commence until such reimbursement is made.

2. **Previous Council or Relevant Actions:**
Council Member David Jones, voted on behalf of the City of Statesville, against rescinding support for the October 2024 resolution passed by the CRTPO related to the P3 delivery model for the I-77 South project (I-5718) during the May 2026 CRTPO Board meeting.

3. **Strategic Initiatives Supported/Impacted:**
Developing Our City: N/A
Connecting Our City: Invest in services and critical public infrastructure to align with land use plan goals and accommodate future growth citywide.
Connecting Our Communities: N/A
Strategic Plan Values: We value and encourage Opportunity

Voting for the project keeps the City of Statesville in good standing with the NCDOT and allows the City's projects to remain eligible for transportation grant funding.

4. **Budget/Funding Implications:**
If City of Statesville votes in favor of I-77 South Express Toll Lanes, no reimbursement penalty will occur.

5. **Consequences for Not Acting:**
If Statesville does not support the project, the City must reimburse the NCDOT approximately $1.6 million for work completed so far and will be prevented from obtaining further transportation dollars.

6. **Department Recommendation:**
Vote in favor of I-77 South Express Toll Lanes (I-5718).

7. **Manager Comments:**
The vote on whether express lanes are the right path forward for I-77 South was made years ago, and the facts that supported that decision are somewhat beyond the scope of where we are today.

Additionally, the project itself will have little impact on or benefit to Statesville. However, based on the new legislation, rescinding the decision to build the express lanes will have a significant financial impact on Statesville, and I would recommend voting in favor of the original decision.

8. **Next Steps:**
If so directed, Council Member David Jones, will cast his vote on behalf of the City of Statesville in favor of I-77 South Express Toll Lanes at September 16, 2026 CRTPO Board meeting.

9. **Attachments:**
1. GeneralAssemblySession_STIP
2. I-5718-project-handout-crtpo
3. NCDOT_ I-77 South Express Lanes
4. Number of Votes

(3) The number of cameras in the agency's automatic license plate reader system."

SECTION 43.26.(b) This section is effective when it becomes law.

CANCELLATION OF STIP PROJECTS

SECTION 43.27.(a) The General Assembly recognizes the importance of establishing comprehensive and effective processes to manage and safeguard the State's financial resources. It is therefore the intent of the General Assembly that any city, town, county, municipality, or any State or local agency or instrumentality of government demonstrate fiscal responsibility in the use of State resources.

SECTION 43.27.(b) G.S. 136-189.11 is amended by adding a new subsection to read:

"(d3) If, after the commencement of predevelopment activities, (i) a Metropolitan Planning Organization (MPO) takes unilateral action to remove a statewide project from its Metropolitan Transportation Improvement Program (MTIP), or to prevent the project from being delivered or funded in the manner originally programmed in the MTIP, or (ii) a Rural Planning Organization (RPO) takes unilateral action to remove a statewide project from its Comprehensive Transportation Plan (CTP), or to prevent the project from being delivered or funded in the manner originally programmed in the CTP, and the Board of Transportation approves the removal or cancellation of the statewide project in accordance with G.S. 143B-350(f)(4), any local government that voted in favor of the action shall reimburse the Department for preliminary costs incurred by the Department in connection with the statewide project prior to removal.

(1) For purposes of this subsection, "unilateral action" means an action not required by federal law, court order, or formal written direction of the Department, "statewide project" means a Statewide Strategic Mobility Project that was selected, programmed, or authorized pursuant to this Article, and "local government" means a municipality or county.

(2) Preliminary costs incurred by the Department shall include preliminary engineering, environmental studies, consultant fees, labor, and any other project-related expenditures incurred prior to removal of the statewide project. A local government that voted in favor of removal shall be responsible for costs in proportion to the weighted voting percentage of the local government within the MPO or RPO that voted to remove a project or prevent a statewide project from being delivered.

(3) The Department shall determine whether a removal constitutes unilateral action and shall provide written notice to the local government that voted in favor of removal, specifying the amount subject to reimbursement.

(4) Until the Department is fully reimbursed in accordance with this subsection, the Department shall withhold State aid to a municipality under G.S. 136-41.1 and shall not begin any new STIP projects, including predevelopment activities, located within the boundary of a local government that voted in favor of removal in the MPO or RPO, until the local government has fully reimbursed the Department in accordance with this subsection.

(5) Reimbursement payments made in accordance with this subsection shall be deposited into the Highway Trust Fund."

SECTION 43.27.(c) G.S. 143B-350(f) reads as rewritten:

"(f) Duties and Powers of the Board. – The primary duty of the Board of Transportation shall be to serve as fiduciaries of the State Highway Fund and Highway Trust Fund and ensure the solvency of those funds when carrying out the Board's duties and powers. The Board of Transportation has the following duties and powers:

…

(4) To approve a schedule of all major transportation improvement projects and their anticipated cost. This schedule is designated the Transportation Improvement Program. The Board shall publish the schedule in a format that is easily reproducible for distribution and make copies available for distribution in accordance with the process established for public records in Chapter 132 of the General Statutes. <u>Ninety days before taking any action on the removal or cancellation of a statewide project, the Board shall submit a written report to the Joint Legislative Commission on Governmental Operations, the Joint Legislative Transportation Oversight Committee (JLTOC), and the Fiscal Research Division that contains the following information: (i) an enumeration by project, funding source, and year of the preliminary costs incurred by the Department; (ii) the reason for the removal or cancellation of the project; and (iii) the determination by the Department whether the removal or cancellation was a unilateral action under G.S. 136-189.11(d3). If after the 90-day period the Board approves the removal or cancellation of the project and the Department has determined removal or cancellation was due to unilateral action, preliminary costs incurred by the Department shall be reimbursed to the Department in accordance with G.S. 136-189.11(d3). For purposes of this subdivision, the terms "preliminary costs" and "statewide project" have the same meaning as in G.S. 136-189.11(d3).</u>

…."

SECTION 43.27.(d) Notwithstanding G.S. 136-189.11(d3), as enacted by subsection (b) of this section, G.S. 143B-350(f)(4), as amended by subsection (c) of this section, and any other provision of law to the contrary, a local government that voted at the May 20, 2026, Charlotte Regional Transportation Planning Organization (CRTPO) board meeting to rescind the October 16, 2024, resolution authorizing a P3 delivery process for the I-77 South project shall not be required to reimburse the Department if, within 90 days of the effective date of this subsection, that local government votes in favor of reinstating the October 16, 2024, resolution at a CRTPO board meeting held after the effective date of this subsection.

SECTION 43.27.(e) Subsection (d) of this section is effective when it becomes law. The remainder of this section is effective retroactively to January 1, 2026.

ROAD AND BRIDGE NAMING

SECTION 43.28. Notwithstanding any provision of law to the contrary, the Department of Transportation shall designate as follows:

(1) The bridge on U.S. Highway 52 that crosses U.S. Highway 64 in Davidson County shall be renamed the "Judy Kay Childress Bridge."

(2) The section of North Carolina Highway 16 in Gaston County from the Mecklenburg County Line at Mountain Island Lake to the Lincoln County Line shall be renamed the "Congressman Patrick McHenry Highway."

(3) The bridge on S Main Street that crosses over U.S. Highway 52 in Stokes County shall be named the "Mayor Jack Warren Bridge."

(4) The section of U.S. Highway 311 from Walnut Cove in Stokes County to Walkertown, Forsyth County, shall be renamed the "Tony Brown Highway."

(5) The section of North Carolina Highway 89 in Westfield, Surry County, including the portion of Westfield that extends into Stokes County, shall be renamed the "Kenneth W. Lowe Highway."

PART XLIV. FINANCE

I-77 South Express Lanes

January 2026

Project Overview

- The I-77 South Express Lanes project will upgrade 11 miles of I-77 from the S.C. state line to I-277/N.C. 16 (Brookshire Freeway).
- With current traffic demand (160,000 vehicles/day), travel times on this segment range from 10 minutes to nearly an hour depending on time of day and direction of travel.
- Crash rates for this segment of I-77 are 2.5x higher than the statewide average for urban interstates.
    - Congestion is attributed to increased crash rates
- The purpose of the project is to manage congestion by providing an option for reliable travel times and improve traffic operations by increasing travel speeds and throughput along I-77.
- The proposed improvements include the addition of express lanes, reconstruction of interchanges and non-interchange bridges, and addition of access points and direct connectors to the express lanes.
- Enhancements to the bicycle and pedestrian network are planned on streets that cross the corridor. NCDOT has coordinated closely with the City of Charlotte to identify bicycle and pedestrian improvements to be included in the project design.
- Per state law (§ 136-89.183(a)(2)), toll projects in NC must be requested/approved by local planning organizations.
    - The Charlotte Regional Transportation Planning Organization (CRTPO) first submitted the project to NCDOT's state prioritization in 2014.
- In October 2024, CRTPO provided a resolution for NCDOT to move forward with a Public-Private Partnership (P3) delivery process and created a working group in partnership with NCDOT to identify project priorities and develop key contract terms. Some project priorities identified by the working group include:
    - Optimize utilization of express lanes and general-purpose lanes with toll rate caps
    - Encourage a competitive procurement process
    - Increase transparency during all phases of the project (construction, operations, etc.)
    - Provide benefits to transit

Community Benefits

- Toll-free eligible transit and HOV3+ access
- Discount program for low-income residents
- Modernizing pedestrian friendly designs on bridges, overpasses and cross streets where interchanges are reconstructed.
- Fair and flexible strategies to lessen toll rates (toll rate caps) and optimize utilization will be in place to manage congestion by those using the express lanes.
- The Charlotte Regional Business Alliance has stated the project will create jobs, attract investment, and strengthen economic mobility for decades to come.

Community Engagement

- Community engagement is a critical part of the project design process, and NCDOT is receiving feedback from local communities through public meetings and various communication channels to keep stakeholders informed and engaged.
- In 2025, NCDOT presented project information at nearly 30 small group meetings and two formal public meetings, reaching nearly 2,000 people.
- NCDOT has heard concerns and comments from communities and is incorporating feedback into an updated design.
- Engagement will continue throughout environmental review and procurement. NCDOT is also adding more options to meet:
    - **Community engagement center** (staffed for questions and feedback)
    - Recurring **office hours** for 1-on-1 conversations
    - More information about the community engagement center and office hours **will be released soon**.

Project Design Process

- The National Environmental Policy Act (NEPA) is a federal law that requires the assessment of the environmental and human impacts of proposed projects and the exploration of design alternatives prior to making a final decision.

- The environmental review process under NEPA provides opportunities for communities to get involved and provide feedback to inform the project design.
- NCDOT is evaluating neighborhood connectivity, air quality, noise, water resources and wildlife and identifying ways to eliminate impacts where possible.
- NCDOT cannot finalize a project design until the NEPA process is complete.

Preliminary Design Alternatives

- Median Widening: adds express lanes in the median of I-77, which would require the reconstruction of most interchanges.
- Elevated Option (North of Belk): constructs express lanes over the existing interstate or to the side of the existing interstate, which substantially reduces neighborhood impacts.
- The elevated option would reduce community impacts compared to the interstate widening alternative. NCDOT is evaluating additional alternatives and will use the NEPA process to identify the alternative that best meets the project purpose while avoiding and minimizing impacts
- Additionally, the project design will continue to evolve through the P3 procurement process as NCDOT will prioritize developers to propose additional ideas to further eliminate impacts where possible.
- NCDOT has heard feedback requesting that I-77 be relocated underground in a tunnel(s). NCDOT has found that tunnels are expensive to build and maintain and can come with increased risk during construction.
- NCDOT reviewed and compared other major tunnel projects such as the Big Dig (Boston) and Alaskan Way (Seattle).
- Based on those comparisons, relocating I-77 underground would cost approximately $36–$60 billion (10-20x NCDOT's annual capital budget). Maintenance costs would be more than $50 million a year (nearly all NCDOT Division 10's annual maintenance fund for bridge/roadway maintenance, potholes, etc.). At that scale, relocating I-77 underground is not financially feasible with current public and private funding.
- In addition, relocating I-77 underground could take several decades to complete.
- For context, the Seattle Viaduct Tunnel project completed in 2019 was just under two miles long and took nearly six years to complete. The Big Dig (Boston) tunnel was 8 miles long and took nearly 16 years to complete.

Next Steps

- NCDOT's priority is to deliver transportation improvements on behalf of the region that respect the history of the neighborhoods along the corridor.
- NCDOT will continue to engage residents, stakeholders, and CRTPO to provide updates and seek feedback, which will inform the final design of the I-77 South Express Lanes project.
- Public input is a critical part of the project design process, and NCDOT will continue to work closely with residents, community leaders, and local governments to ensure transparency, minimize disruption, and explore solutions that reconnect rather than divide.

Project Contacts

- Felix Obregon, Division 10 Engineer
  faobregon@ncdot.gov
- Carly Swanson, Director of Innovative Delivery
  caswanson1@ncdot.gov

Project Schedule*

**Schedule is subject to change*

For more project information

Scan to visit the project website
https://www.ncdot.gov/projects/i-77-south-express-lanes
1-800-254-0498
i-77south@ncdot.gov
1-800-481-6494
(ayuda para personas que no hablan inglés)

The map above shows only the project's general location. (Maps details coming.)

County:
Mecklenburg

Status:
In Development

STIP Number:
I-5718

Estimated Cost:
$3.2 billion

Start Date:
TBD

Completion Date:
TBD

Project Overview

Project Update

On May 20, 2026, the Charlotte Regional Transportation Planning Organization (CRTPO) rescinded support of the public-private partnership, or P3, funding mechanism to deliver this project. This was the only financially viable delivery method for the project, which CRTPO first submitted to state prioritization in 2014. The project remained unfunded until 2024, when CRTPO voted to advance it using a P3 delivery process.

To maintain compliance with federal fiscal constraint requirements, the N.C. Department of Transportation will remove the project from the 2026-2035 Statewide Transportation Improvement Program, or STIP.

Once the STIP is amended, $600 million previously committed to the project will be made available for other projects across the state competing for funding. The $100 million bonus allocation awarded for the use of tolls will also be redistributed to other projects across the state.

Planning and development are underway to upgrade 11 miles of I-77 from the South Carolina state line to I-277/N.C. 16 (Brookshire Freeway) in Mecklenburg County. The project has a total estimated cost of $3.2 billion, including up to $600 million in state funding.

The proposed improvements include the addition of express lanes, reconstruction of interchanges and non-interchange bridges, and addition of access points and direct connectors to the express lanes.

Per state law, toll projects in North Carolina must be requested and approved by the local planning organization. The Charlotte Regional Transportation Planning Organization submitted this project to the N.C. Department of Transportation for prioritization in 2014.

I-77 is a critical interstate that traverses Charlotte in the north-south direction. It is a major travel corridor for central and western North Carolina as well as the southeastern United States for the movement of both people and goods. Locally, it serves as the most traveled route providing direct access to Uptown Charlotte for residents and businesses. With its current traffic demand, travel times on this segment of I-77 range from 10 minutes to nearly an hour depending on the time of day and direction of travel.

The purpose of the project is to manage congestion by providing an option for reliable travel time along I-77. This includes the implementation of managed travel lanes consistent with recommendations from the Fast Lanes Study and the Charlotte Regional Transportation Planning Organization's 2050 Metropolitan Transportation Plan.

Additional benefits include reducing congestion-related crashes, supporting planned economic growth and encouraging transit usage to promote mode shift and improve air quality. The project would also enhance the regional express lanes network with connections to existing express lanes on I-77 and I-485.

I-77 South Express Lanes Introduction

N.C. Department of Transportation: I-77 South Express Lanes
NCDOTcommunications

Watch on

Learn More about Express Lanes in N.C. →

11. The Policy Board shall adopt a set of Bylaws for the CRTPO. Amendments to the Bylaws shall be approved by a vote according to Section I.I.6 below.

12. The Policy Board shall have the primary responsibility for facilitating resident input into the continuing transportation planning process.

13. Any other duties the Policy Board identifies as necessary to further facilitate the transportation planning process.

H. The Policy Board shall consist of both voting and non-voting members. The Policy Board shall have a Chairperson and Vice-Chairperson elected in accordance with the CRTPO Bylaws and shall meet in accordance with the Bylaws.

Voting membership: The voting members of the Policy Board shall consist of the Chief Elected Official (or a single representative designated by the Chief Elected Official) of each Municipality and County, as well as two members from the North Carolina Board of Transportation (as specified below) and one member representing the MTC. The Chief Elected Official of each Municipality and County is strongly encouraged to designate an alternate, in accordance with the rules contained within the CRTPO Bylaws.

Each voting member shall have the indicated number of votes below for its respective governing body or agency for all voting purposes:

Unit	Number of votes
City of Charlotte	31
Town of Cornelius	2
Town of Davidson	1
Town of Fairview	1
Town of Huntersville	3
Town of Indian Trail	2
Iredell County	3
Town of Marshville	1
Village of Marvin	1
Town of Matthews	2
Mecklenburg County	3
Town of Mineral Springs	1
Town of Mint Hill	2
City of Monroe	2
Town of Mooresville	3
Town of Pineville	1
Town of Stallings	1
City of Statesville	2
Town of Troutman	1
Union County	3
Town of Waxhaw	2
Town of Weddington	1
Village of Wesley Chapel	1
Town of Wingate	1
N.C. Board of Transportation (Division 10)	1
N.C. Board of Transportation (Division 12)	1
Metropolitan Transit Commission	1
Total	74

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Erika G. Martin, AICP, Planning Director

DATE: 7/28/2026 11:03 AM

ACTION NEEDED ON: **August 10, 2026**
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing and consider passing the first reading of an ordinance to impose a 150 day moratorium on the acceptance, processing, and approval of applications for new telecommunications and data centers within the City of Statesville and its Extraterritorial Zoning Jurisdiction pursuant to NCGS 160D-107.

---

1. **Summary of Information:**
Modern-day "data centers" are an important land use emerging across the country due to artificial intelligence, cloud computing, streaming services, and increasing internet usage constantly generating and processing data. Currently, Statesville only has one approved "data center" that through Conditional Zoning agreed to limit its impacts on water usage and located near the City's airport, where noise levels are already elevated due to airport operations.

Staff at the time reviewed data centers as "a physical facility that houses computer systems, servers, storage devices, and network equipment used for storing, processing, and distributing data." The use as reviewed in this manner is not reflected in the permitted use matrix, supplemental regulations or performance measures, nor defined within the UDC. Due to the data center being processed by the City as a Conditional Rezoning request seeking a change from residential zoning to industrial zoning, the use was accommodated in a way that minimized any potential negative impacts. Additionally, North Carolina courts have established that it is proper and the duty of the City to process uses that do not clearly fit within adopted regulations by looking at the parts to facilitate new uses. Staff reviewed the first data center within the context of the definition above, along with warehousing and distribution. The UDC also has an undefined use, "computer and data processing services," that has appeared within the permitted use table since at least 1988 and appears to be limited to business/office type areas.

The approved data center has brought to the City's attention that the UDC offers a clunky and ambiguous path to process future requests. Therefore, text amendments are needed to ensure that future data center proposals are reviewed in a consistent manner, compatible, and beneficial to the City going forward. Some items to consider as part of the clarifying text amendment for data centers:

- How should this evolving use be defined?
- What district(s) are most compatible?
- Should the use be processed conditionally or by right?
- What supplemental requirements or performance measures are needed to balance economic development with community impacts?
- What modifications are permissible under state down-zoning restrictions?

Under North Carolina law if a request were to come in today or while the City was working on text amendments, the request would not be subject to revised standards. Text amendments under the City's process are first discussed in non-quorum groups of Council Members, then with a Land Use Committee, then proceed to Planning Board for a recommendation, followed by a public hearing of the City Council, and lastly, if applicable, a second hearing. The process takes several months due to scheduling and advertising requirements.

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

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

   The data center moratorium will allow the City to be proactive and thoughtful in developing appropriate and modern regulations related to this emerging use.

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

5. **Consequences for Not Acting:**
   The City could receive an application for a new data center without a clear path for review. The lack of codified process for this use could lead to confusing, inconsistent, and/or ambiguous review..

6. **Department Recommendation:**
   Impose a 150 day moratorium (September 14, 2026 to February 11, 2027) on the acceptance, processing, and approval of applications for any new data centers. The City recognizes that the approved data center on Stamey Farm Rd, know as "Compass Data Center", is exempt from this moratorium. This moratorium shall not apply to facilities whose primary purpose is supporting the internal operations of an institution, government entity, healthcare provider, telecommunications provider, or other permitted principal use so long as such data processing activities are not offered as a primary service to off-site users.

7. **Manager Comments:**
   I concur with the department recommendation.

8. **Next Steps:**
   Hold the second reading to approve the ordinance for the 150 day data center moratorium.

9. **Attachments:**
   1. Ordinance RE Data Center Moratorium

ORDINANCE 26-__________

AN ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON ACCEPTANCE, PROCESSING, AND APPROVAL OF APPLICATIONS FOR TELLECOMMUNICATIONS AND NEW DATA STORAGE FACILITIES WITHIN THE CITY OF STATESVILLE, NORTH CAROLINA AND ITS EXTRATERRITORIAL JURISDICTION PURSUANT TO NORTH CAROLINA GENERAL STATUTE §160D-107

WHEREAS, pursuant to North Carolina General Statute §160D-107 local governments may adopt temporary moratoria on any development approval required by law; and

WHEREAS, on July 7, 2026 and July 9, 2026, the City staff provided information to the Statesville City Council about telecommunications and data storage facilities ("data centers") in the City of Statesville corporate limits and its extraterritorial jurisdiction ("ETJ") including: how they are defined in the Unified Development Ordinance ("UDO") as a warehouse, the zoning districts they are allowed, the data center inventory and inquiries in Statesville, the legal constraints with modifying certain land use requirements in the UDO, and the legal application of the permit choice statute; and

WHEREAS, the City needs time to analyze and study the unique development, infrastructure and environmental impacts of data centers and to consider appropriate regulatory and policy changes to address those impacts; and

WHEREAS, on August 10, 2026, the Statesville City Council held a properly noticed legislative public hearing on this moratorium in accordance with N.C.Gen.Stat. §160D-601(a); and

WHEREAS, the Statesville City Council recognizes that certain property and/or projects are exempt form this moratorium under N.C.Gen.Stat. §160D-107(c) and acknowledges that the City of Statesville cannot enforce this moratorium as to exempt property and/or projects.

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

Section 1. A temporary moratorium is hereby imposed on the acceptance, processing and approval of applications for new telecommunications and data storage facilities in the City of Statesville and its ETJ, commencing on September 14, 2026, and expiring no later than February 11, 2027, or upon the City Council approval of new regulations and/or policies regarding data centers, whichever occurs first.

This moratorium shall not apply to facilities whose primary purpose is supporting the internal operations of an institution, government entity, healthcare provider, telecommunications provider, or other permitted principal use so long as such data processing activities are not offered as a primary service to off-site users. Projects classified as exempt in accordance with N.C. Gen. Stat. §107(c) are also excluded from this moratorium as a matter of law.

Section 2. In compliance with the requirements of N.C. Gen. Stat. §160D-107(d), the City of Statesville makes the following statements:

(1) Data centers, and any other uses associated with data processing facilities, require considerable amounts of electricity, land and water, and their operation can result in noise and light pollution, the creation of heat islands, and other environmental impacts to residents and communities living near the facilities. The City of Statesville seeks time to research and analyze these rapidly evolving and intense land use types to assess potential harm to the natural environment and quality of life of City residents and to develop standards to address the same. The City has looked at alternative solutions to a moratorium and has not found a sufficient approach, largely due to state law. The City is constrained from modifying certain land use requirements in the UDO due to Session Law 2024-57 (SB 382) which limits the ability of local governments to down-zone property without the written consents of all affected property owners.

(2) The moratorium applies to the acceptance, processing and approval of applications for new telecommunications and data storage facilities as defined in the UDO. The conditions leading to the moratorium are the emergence of data centers, in particular hyperscale facilities, and the need to address the impacts of their operation on factors including, but not limited to, water consumption, energy demand, noise, and land use compatibility. A moratorium on data center approvals will provide the City of Statesville with the opportunity to conduct meaningful research on the effects of these uses; develop appropriate regulations as are necessary to ensure organized and responsible growth without sacrificing progress towards comprehensive plan goals and policies; and determine the best regulatory framework given Statesville's existing treatment of data centers as a monolithic land use.

(3) The moratorium shall begin on September 14, 2026, and end on February 11, 2027, or upon the adoption of specific standards addressing the uses of data centers, telecommunications and data storage facilities, and associated uses and any necessary amendments, whichever comes first. The 150-day moratorium is necessary to allow sufficient time for the City to analyze the unique development, infrastructure and environmental impacts of data centers and prepare to consider appropriate regulatory and policy changes to address those impacts.

(4) The City of Statesville will study the impacts of these facilities within the first 75 days of the moratorium. Concurrently, the City will investigate how other communities in North Carolina and across the United States have addressed these impacts through regulations. The City of Statesville will create an interdisciplinary workgroup to convene policy and impact analyses during this time. Subsequently, in the final 75 days, any necessary City Code amendments or policy updates will be proposed which will follow the appropriate legislative process for adoption. The research, policy development, and legislative processes necessitate an adequate moratorium limit of 150 days.

Section 3. If any section, subsection, sentence, phrase, or part of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Ordinance is effective upon adoption.

This Ordinance was introduced for the first reading by Council Member _________________, seconded by Council Member ______________________, and carried on the ________ day of August 2026 as follows:

AYES:

NAYES:

The second and final reading of this ordinance was heard on the ________ day of September 2026 and upon motion of Council Member _________________, seconded by Council Member _______________________, was adopted as follows:

AYES:

NAYES:

This ordinance is to be in full force and effect form and after the _______ day of _____________, 2026.

City of Statesville

____

J. Douglas Hendrix, Mayor

ATTEST:

____

Emily Kurfees, City Clerk

____

Leah Gaines Messick, City Attorney

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Statesville ABC Board
Minutes

Tuesday May 26, 2026 11:00am

Meeting in the Board Room of the Statesville ABC Board

I. Call to order

The meeting was called to order by Ron Matthews, Chairperson. In attendance were board members David Pope and Michelle Rokes; Tip Nicholson, General Manager; Paulette Inscoe, Assistant General Manager

II. Statement of Potential Conflicts of Interest

Does any board member have any known conflict of interest or appearance of conflict with respect to any matters coming before the Board today? If so, please identify the conflict or appearance of conflict and refrain from any undue participation in the particular matter involved.

Mr. Pope disclosed that although he had no professional relationship with Statesville Roofing, his son Dan Pope, who prepared the quote for the downtown store roof replacement, was an employee of Statesville Roofing.

III. Approval of minutes from Tuesday April 27, 2026 meeting

The minutes were approved unanimously

IV. Reports

- Reports from the NCAABC and ABC Commission

  Ms. Rokes reported on the status of two NC House bills, HB 921 and HB 198 that were currently being discussed in the legislature. Of the two bills, HB 198 is much more favorable to NC ABC Boards as it includes the building of a new state warehouse and the exclusion of the sale of canned cocktails in grocery and convenience stores. Mr. Nicholson shared that he had written an email to Representative McNeely opposing this change in how spirits are sold in NC.

- Store reports from staff

  Ms. Inscoe reported that staffing was stable at the stores and that preliminary work on the yearend inventory has begun.

- Financial Report

  Monthly Sales Figures

April	% Compared to Last Year	% Fiscal Year to Date
Store #1	-3.03	-5.62
Store #2	-7.98	-0.42
Total	-4.97	-3.47
NC Total	-0.88	-1.17

V. Public Hearing for FYE27 Proposed Budget

No one from the public was present to speak at the public hearing. After review, the proposed budget for FYE27 was approved unanimously.

VI. Old & New Business

- Technology updates at both stores

  The new scanners and software updates have been ordered.

- Downtown store roof

  The quote from Statesville Roofing for the replacement of the roof at the downtown store was approved (David Pope recused himself from the vote).

VII. Other business

The board meeting for June has been cancelled.

The next board meeting will be on Tuesday July 28^{th}.

Adjournment

The meeting was adjourned at 11:47am

Ron Matthews ______________________________________

David Pope ______________________________________

Michelle Rokes ______________________________________

DESIGN REVIEW COMMITTEE CALLED MEETING
CITY HALL COUNCIL CHAMBERS
JUNE 18, 2026 - 2:00 PM

Members Present: John Furlow, Bryan George, Chuck Goode, Elena Sollazzo, John Marshall

Absent: None

Staff Present: Lori Deal, Joseph Campbell, Matthew Pierce

Chairman George welcomed everyone and called the meeting to order.

Mayor Doug Hendrix presented the Community Spirit Certificate to Chuck Goode for his service on the Design Review Committee since 2008. Mayor Hendrix presented a small gift to the Design Review Committee members in appreciation of their service.

Meeting Minutes

Marshall made a motion to approve the May 14, 2026 DRC meeting minutes with two corrections, seconded by Sollazzo. The motion carried unanimously.

Consider Design Review Application DRC 26-09 from PETRAM LLC (Kathy and Mark Vogel), to renovate and repair the exterior front façade at 116 West Broad Street.

Joseph Campbell introduced the case and stated 116 West Broad Street is a late 19th Century two-story brick building, containing corbelled cornice, second story windows (now closed in with brick) with rusticated stone keystone and band across front acting as sill. First story has stuccoed surface, and windows have somewhat been altered but still retain segmental arches. Rear of common bond and three segmentally arched 6/6 sash at second floor. This property is contributing via both the 1980 and 1990 Historical Surveys and was previously a restaurant. Sanborn Maps indicate this building was in place by 1885.

Request

The property owners Kathy and Mark Vogel of PETRAM LLC are requesting to make exterior changes to the front façade, both first and second floors, and requesting changes to be made to the rear façade. These requests come forth to the DRC as the applicants look to upfit the restaurant on the main first floor of the building and introduce a Pilates/Yoga/Spin studio on the second floor.

According to the scope of work, the applicant is seeking to:

- The first floor of the Project façade will consist of two entrances for the above-described businesses that will occupy the property. The entrance for the first-floor restaurant will be on the right side of the building and will be a recessed entry set approximately six feet from the sidewalk. The entrance for the second-floor studio will be on the left side of the building and will be a recessed entry set approximately three feet six inches from the sidewalk.
- The central portion of the façade will be a large display window with a kickplate. Transom windows will be set above the doorways and above the display window. The windows will

be aluminum clad wood windows in a black aluminum finish manufactured by Windsor Windows and supplied by Yost Windows and Doors.

- The entrance doors for the restaurant and studio will be eight feet in height and made of fir wood with a large glass opening in the center of each door. Each door will be flanked on one side by a sidelight eight feet in height. The fir wood doors and sidelights will be stained a medium brown. The doors and sidelights are manufactured by Rogue Valley Doors and supplied by Yost Windows and Doors.
- The first floor will have a canopy with slate tiles, black gutters and black downspouts.
- The second floor of the façade will consist of four double-hung windows. The windows will be aluminum clad wood windows in a black aluminum finish manufactured by Windsor Windows and supplied by Yost Windows and Doors. The windows will be placed in original openings that were previously filled with brick. Single double-hung windows will be installed on the right and left sides of the building. Two double-hung windows will be joined and installed in the center of the building.
- Two classic, gooseneck, upward sloping light fixtures in black will be placed between the second-floor windows. The light fixtures are manufactured and supplied by Steel Lighting Company.
- The first floor of the rear façade contains one window, double doors in a single opening and a deck. The double doors will be replaced by a single 42-inch-wide painted steel service door. The door trim will also be painted. A new double hung window will be placed in the existing window opening. The window will be an aluminum clad wood window in a black aluminum finish manufactured by Windsor Windows and supplied by Yost Windows and Doors.
- The rear deck will be rebuilt to the same dimensions as the current deck. The deck will be constructed of pressure treated lumber. The pressure treated lumber will be stained and sealed.
- The second floor of the rear façade has three windows. The second-floor windows will be replaced with aluminum clad wood windows in a black aluminum finish manufactured by Windsor Windows and supplied by Yost Windows and Doors.

Staff Recommendation

The Downtown Design Review Guidelines encourage the preservation and restoration of traditional storefront elements and historic architectural features. The proposed rehabilitation restores a traditional storefront configuration through the installation of recessed entrances, a large display window, kickplate, and transom windows. The project also reopens original second-floor window openings that were previously infilled, restoring historic façade features and reinforcing the building's historic character.

The proposal maintains the existing building footprint and scale while incorporating materials and architectural elements that are compatible with the surrounding historic downtown context. Improvements to both the front and rear façades represent a rehabilitation of the existing structure and support the continued preservation and adaptive reuse of a contributing downtown building.

Therefore, staff finds the request to be consistent with the Downtown Design Review Guidelines and recommends approval of the proposed façade improvements and rehabilitation at 116 West Broad Street.

George asked for speakers on behalf of the application.

Goode asked about a 6' setback on the right side and 3.5' on the left side of the front of the building and Kathy Vogel, owner stated the entrance for the second floor yoga, spin, or Pilates studio is on the left side and the restaurant entrance is on the right side. Sollazzo asked if the two steel columns on the front are the framework for the window display and Vogel stated yes. George asked if there are outlets in the sidewalk for the downspouts and Vogel stated there is one and currently there are no gutters on the building and they understand if it is not possible with the sidewalk. George asked if the awning underside is solid and Vogel stated it is solid metal with no lighting underneath. There are lights in the doorways and above the awning. George asked for the projection of the goose neck lights and Vogel stated the projection is approximately 21 inches and clear the canopy. George asked where the signage will be located and Vogel stated there will be vinyl lettering on the glass and a blade sign on the second floor. Campbell stated signage is staff approved and will adhere to the DRC guidelines.

Marshall made a motion to approve Design Review Application DRC 26-09 to renovate and repair the exterior front façade at 116 West Broad Street as presented, seconded by Furlow. The motion carried unanimously.

<u>Other Business</u>

Matthew Pierce, DSDC Manager discussed existing fence status in the downtown.

Pierce discussed the clock operation status located on the square.

Campbell discussed a request from an applicant to change the window material previously approved for a new apartment building and form a steering committee to review the DRC guidelines.

George stated the next meeting is July 9, 2026 at 2:00 pm.

Goode made a motion to adjourn, seconded by George. The motion carried unanimously.

Planning Board Meeting Minutes
City Hall Council Chambers – 227 S. Center Street
June 23, 2026 – 6:00 p.m.

Members Present: Bernard Robertson, Alisha Cordle, Corina Iyoob, Joel Mashburn, Darrin Rucker

Members Absent: Roger Bejcek, Mark Tart, Cory Sloan

Staff: Matthew Kirkendall, Erika Martin, Lori Deal, Joseph Campbell

Chairperson Cordle called the meeting to order.

Approval of Minutes
Robertson made a motion to approve the May 19, 2026 Planning Board minutes. Seconded by Rucker. The motion carried unanimously.

Chairperson Cordle asked for a motion to amend the agenda to hear item 3. ZC26-11 Japul Road next.

Iyoob made a motion to approve the amended agenda, Robertson seconded the motion. The motion passed unanimously.

Conduct a courtesy hearing and make a recommendation to City Council for rezoning case ZC26-11 Japul Road 2 (Harmony Vistas) Major Subdivision.

Matthew Kirkendall introduced the case to conduct a courtesy hearing for a rezoning request, initiated by the property owner, Mark Miserocchi of Harmony Investing LLC, for two parcels (approximately 28.42 acres) located at the end of Japul Road and along Beauty Street.

Summary of Information: The request is to rezone them from R-10 (Urban Low Density Single-Family Residential) District to R-8 CZ (Medium Density Single-Family Residential) Zoning District. This is a conditional rezoning, meaning the project will be tied to the concept plan (see attached), along with any conditions approved by the Planning Board and City Council. The properties are not located within the city limits and will need to be annexed. The proposed project site is approximately 28 acres located at the end of Japul Road and along Beauty Street. The applicant is applying to rezone the properties to build a single-family home subdivision under the Cluster provision.

The applicant has committed to the following conditions:

1. The development will include a maximum of 70 single-family detached homes. A reduction in units up to 10% may occur due to engineering and/or other factors; such a decrease will be approved by staff.
2. An enhanced landscaping will be provided at the entrance off Japul Road.
3. A minimum of two (2) building materials will be utilized on the front of homes.
4. The HOA will maintain all common areas and SCM ponds
5. A 20’ easement with 10’ wide paved trail for Greenway trail to be maintained by the City of Statesville. Greenway to be constructed as part of Phase 1 or if development is not phased, prior to approval of final plat recordation.
6. A roadway connection will be provided to the existing stub on the north side of the adjacent Greenbriar Ridge subdivision. Harmony Vistas will not be issued Certificates of

Occupancy for any homes until the Greenbriar Ridge roadway connection is constructed and accepted by the City of Statesville.

7. A 30' wide Emergency Access Easement and 20' roadway will be provided per North Carolina Fire Prevention Code Appendix D extending from the cul-de-sac on Road A to Japul Road where it is contiguous with the northwest corner of the property.
8. The project shall not be subdivided for sale of any lots until “Verde Way” within Greenbriar Ridge subdivision is constructed and bonded for completion or constructed and accepted by the City of Statesville as a publicly maintained street. The property owner reserves the right to sell the property and construct horizontal improvements including site clearing, grading, utilities, roadways, and other horizontal infrastructure prior to Verde Way being constructed and accepted by the City. Construction access is restricted to Verde Way only.

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

The project requires an 8ft wide (Type A) street yard landscaping buffer along all streets and a 15ft wide (Type C) vegetative buffers on all sides.

There is one proposed entrance to the site, be through the Greenbriar Ridge subdivision currently under construction to the South. There will also be sidewalks, curbs, and gutters as well as street trees along both sides of all streets.

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

The concept plan shows 2.88 acres of active open space. The active open space does include the greenway that will be dedicated to the city.

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

The surrounding zoning districts and land uses are as follows:

<u>North of the Site:</u>	R-10 (Urban Low Density Single-Family Residential) District, with existing single-family homes within the Jan Joy Acres Subdivision.
<u>East of the Site:</u>	RA (Residential Agricultural) and R-15 (Urban Fringe Low Density Residential) Districts, with single-family homes within the Hope Bros Builders Subdivision.

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

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

Previous Council or Relevant Actions: City Council denied this subdivision request earlier this year (2026). City Council approved the rezoning of the adjacent property to the south to R-8 CZ in 2023, the Greenbriar Ridge Subdivision. The Planning Board previously recommended approval, which included removing the entrance to the site from Japul Road.

Departmental Recommendation: Option 1 – Approval.

Ian Anderson, a Landscape Architect representing the applicant stated the site is not accessible from other areas except Greenbriar Ridge. The change from the original plan is to remove the vehicle connection to Japul Road per the residents request at the community meeting. They are proposing pedestrian only greenway trails to link neighborhoods and add connectivity.

Robertson asked how many access points there are and Anderson stated there is one access point from Verde Way which is being constructed now and will be completed later this year.

Chairperson Cordle opened the public hearing.

Marie Martin stated it is not feasible for vehicles to cross the two culverts on Japul Road. It is not wide enough due to the two ponds and large vehicles cannot turn around. Pedestrian or golf cart access to Japul Road will be on private property and there is no fence around the two ponds for safety.

Edith Futch stated it will be dangerous for pedestrians and children to be in this area.

Jim Dobson, 415 Japul Road showed a video of the condition of Japul Road and the ponds after a three day rain and stated there should not be connectivity to this road. The road and bridge are privately maintained and serve a small number of homes. The bridge is routinely flooded during significant rain due to the limitations of infrastructure. Staff from the Mooresville NCDEQ office have visited the site and expressed concerns regarding the integrity of the bridge and surrounding waterway environment. The two ponds are privately owned and maintained and creating a greenway or trail creates a risk of trespassing, unauthorized fishing, and burdens on private property owners.

Helen Washburn, 415 Japul Road stated she is concerned the ponds are not safe for children, Japul Road is not maintained, and there are no sidewalks for pedestrians.

Katherina Weddington, 618 Japul Road stated Japul Road is privately maintained and bicycles and pedestrians will be on their driveway. It is not safe for children as a walkway due to the ponds so please do not allow the connection.

Dale Weddington, 618 Japul Road stated they have lived there 33 years and the driveway at the culvert has washed out three times. This area is dangerous due to flooding at the ponds and the road is privately maintained and no one has taken over maintenance of Japul road.

Shauna Wehlmann yielded her time to Jim Dobson.

Chairperson Cordle asked for the necessity of the walking trail and Erika Martin, Planning Director stated Japul Road is a future connection and a portion became an orphan street and was never accepted by the City. Connectivity is an important planning principle because of access, congestion, and service. Since vehicular access is not an option pedestrian access is a staff recommendation for connectivity and it is the board's decision to remove or keep the walking trail.

Robertson asked if this area is annexed to the city and Martin stated it is not, but they are requesting annexation for the 70 homes in the application. Cordle asked what the greenway connects to and Martin stated there is a vast development to the north and would be a pedestrian neighborhood connector. Rucker asked if the development can have the greenway without connecting to Japul Road and Martin stated yes and the Planning Board can make a recommendation to City Council different from the staff recommendation. Iyoob asked how far the HOA will maintain the pedestrian connector and Martin stated the portion within their property and the remaining portion will remain an orphan street.

Chairperson Cordle closed the public hearing.

Mashburn made a motion to approve rezoning case ZC26-11 Japul Road 2 (Harmony Vistas) Major Subdivision Option 1 with the following modifications to remove option 6 and add option 8. The zoning amendment is recommended for approval with the agreed upon conditions and is consistent with the City's comprehensive land use plan because the 2045 Land Development Plan supports residential uses in this area. Furthermore, this request is reasonable and in the public interest because this is an infill site and public access will be achieved by Verde Way. Seconded by Robertson. The motion carried unanimously.

Conduct a courtesy hearing and make a recommendation to City Council for rezoning case ZC26-09 Moose Club Road (Novel Holdings) Major Subdivision.

Matthew Kirkendall introduced the case to conduct a courtesy hearing for a rezoning request, initiated by Shane Seagle, of North State Development, to rezone one parcel (approximately 19 acres) located along Moose Club Road from the Town of Troutman RS (Suburban Residential) and Iredell County RA (Residential Agricultural) Jurisdiction to the City of Statesville's R-8 CZ (Medium Density Single-Family) Conditional Zoning District

<u>Summary of Information</u>
This is a conditional rezoning, so the project will be tied to the concept plan (see attached), along with any conditions agreed upon by the Applicant and City Council. The property is not located within the city limits; therefore, the Applicant has submitted an annexation petition concurrently. The proposed project site is approximately 19 acres located along Moose Club Road. The applicant is applying to conditionally rezone the properties to build 56 single-family detached homes. A community input meeting was held on May 28, 2026, and attended by two (2) members of the community that had concerns over landscaping buffer requirements and water pressure concerns.

The City's 2045 Land Development Plan calls for this area to be classified as Complete Neighborhood 2, which includes residential uses.

The project requires a 15ft wide (Type C) vegetative buffers along the perimeter of the site, and an 8ft street yard along Moose Club Road. In addition, there will also be sidewalks, curbs, and gutters as well as street trees along both sides of all streets.

The concept plan shows 6.86 acres of total open space, including 1.97 acres of active open space that includes a community greenway trail and a fishing pond. No additional amenities have been provided.

Draft conditions proposed are:

1. Dedicate 40' of ROW from centerline along Moose Club Road.
2. The Concept Plan and subsequent submittals to the City for plan review shall list the approved conditions as listed in this Ordinance.
3. The development will include a maximum of 56 single-family houses. A reduction in units up to 10% may occur due to engineering and/or other factors; such a decrease will be approved by staff
4. A community (HOA maintained) greenway shall be included.

<u>Previous or Relevant Actions</u>
The city adopted the annexation boundary agreement with the Town of Troutman in 2023.

<u>Departmental Recommendation</u>
Therefore, staff recommends **Approval – Option 1** as the site would represent an expansion that is consistent with the long-range planning objectives and efficient provision of public services.

<u>Next Steps</u>
Recommendation from the Planning Board and City Staff moves to City Council for the first reading and public hearing running concurrent with the annexation petition on July 13, 2026.

Chairperson Cordle opened the public hearing.

No one spoke for or against the case.

Chairperson Cordle closed the public hearing.

Robertson made a motion to approve rezoning case ZC26-09 Moose Club Road (Novel Holdings) Major Subdivision Option 1. The zoning amendment is recommended for approval with the agreed upon conditions and is consistent with the City's comprehensive land use plan, is reasonable, and in the public interest because the 2045 Future Land Use Plan supports this area as suitable Complete Neighborhood 2, which includes residential uses. In addition, this property is adjacent to the Wildewoode Subdivision, which is within City limits, and city services are available. Seconded by Mashburn. The motion carried unanimously.

Mashburn made a motion to adjourn, seconded by Rucker. The motion carried unanimously.