

**CITY COUNCIL MEETING AGENDA**

**November 21, 2022**

**Strategic Plan Workshop Meeting – 4:00 p.m.**

**Pre-Agenda Meeting – 6:00 p.m.**

**Regular Meeting 7:00 p.m.**

**City Hall Council Chambers – 227 S. Center Street, Statesville, NC**

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- I Call to Order**
  - II Invocation**
  - III Pledge of Allegiance**
  - IV Adoption of the Agenda**
  - V Code of Ethics *Pg. 3***
  - VI Presentations & Recognitions *Pg. 6***
    - 1. Finance Department - Distinguished Budget Presentation Award from the Government Finance Officers Association
    - 2. Proclamation – Stacie Kennington - Carlton Harris Tennis Professional of the Year Award
  - VII 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 so 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 November 07, 2022 Workshop Session-SHA, and Pre-Agenda and City Council meeting minutes. (*Fugett*) *Pg. 8***
    - B. Consider approving an Ordinance establishing four-way stop intersections on Beverly Drive at Macon Drive and Macon Drive at Cameron Drive. (*Onley*) *Pg. 18***
    - C. Consider approving Work Authorization #21 for Parrish and Partners to provide design services for the construction of a new Airport Terminal building in the amount of \$518,691. (*Ferguson*) *Pg. 23***
    - D. Consider approving a Resolution directing the City Clerk to Investigate a Petition of Annexation for AX22-15, Parcel #4743-87-3668, Fulton BSH SVNC II LLC (Storage Sense Expansion) property; Receive the City Clerk’s Certificate of**

**Sufficiency; Consider approving a Resolution setting a date of December 5, 2022, for a Public Hearing for the petition for Annexation. (Ashley) Pg. 52**

- E. Consider approving a Resolution directing the City Clerk to Investigate a Petition of Annexation for AX22-17, PIN #4733-87-3355, Joseph Scott Duncan property; Receive the City Clerk's Certificate of Sufficiency; Consider approving a Resolution setting the date of December 5, 2022, for a Public Hearing for the Petition of Annexation. (Ashley) Pg. 62**
- F. Receive a progress report on 522 Stockton Street, 2<sup>nd</sup> reading of an ordinance to demolish the dwelling that was postponed for 60 days at the September 09, 2022 Council meeting, to give the owner more time to bring the dwelling into compliance with minimum housing code. (Ashley) Pg. 72**

## **REGULAR AGENDA**

- VIII Conduct a public hearing and consider approving first reading of an ordinance, AX22-06, to annex the property located on East Greenbriar Road, PIN #4754-23 6335, CL Sharpe Heirs & Bettye Tull Property/Greenbriar Ridge. (Ashley) Pg. 74**
- IX Consider accepting two options for the Jane Sowers Interchange feasibility study to move forward with public involvement. (Ashley) Pg. 83**
- X Consider approving a lease agreement with Enterprise Fleet Management (EFM), authorizing staff to utilize EFM for FY2023 vehicle acquisitions, and approving Budget Amendment #2023-20. (Harrell) Pg. 87**
- XI Advisory Boards and Commissions Meeting Minutes Pg. 99**
  - 1. 09/14/2022 Airport Commission Meeting Minutes
  - 2. 10/20/2022 Historic Preservation Commission Minutes
  - 3. 08/18/2022 Stormwater Commission Meeting Minutes
- XII Other Business**
- XIII Closed Session (After Pre-Agenda if needed)**
- XIV Adjournment**

## 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,

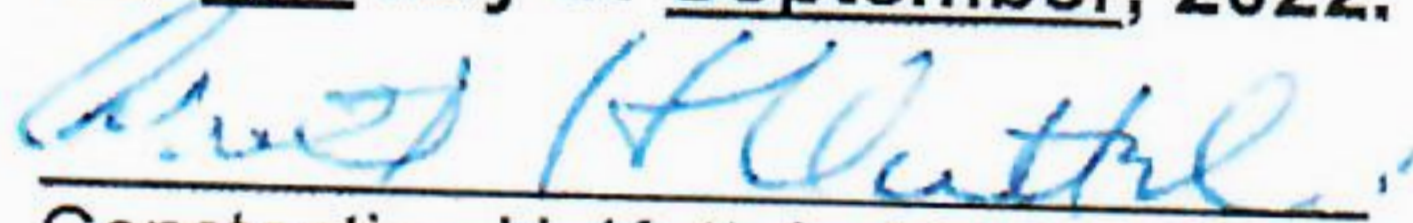
**Section 5.** Board members should conduct the affairs of the board in an open and public manner. They should comply with all applicable laws governing open meetings and public records, recognizing that doing so is an important way to be worthy of the public's trust. They should remember when they meet 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.

Accepted this the 1<sup>st</sup> day of February, 2021.

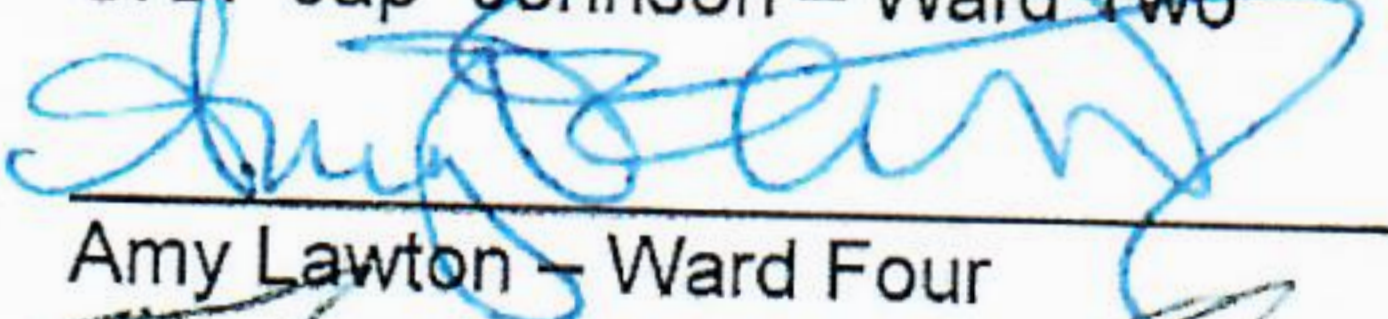
I affirm that I have read and understand the City of Statesville Code of Ethics this the 19<sup>th</sup> day of September, 2022.



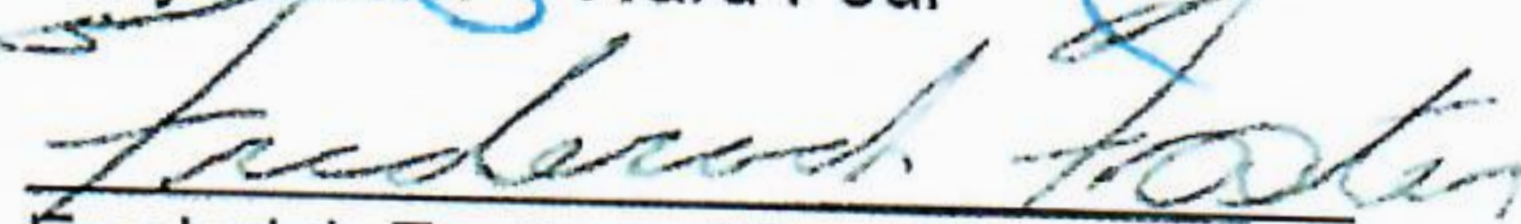
Constantine H. Kutteh, Mayor



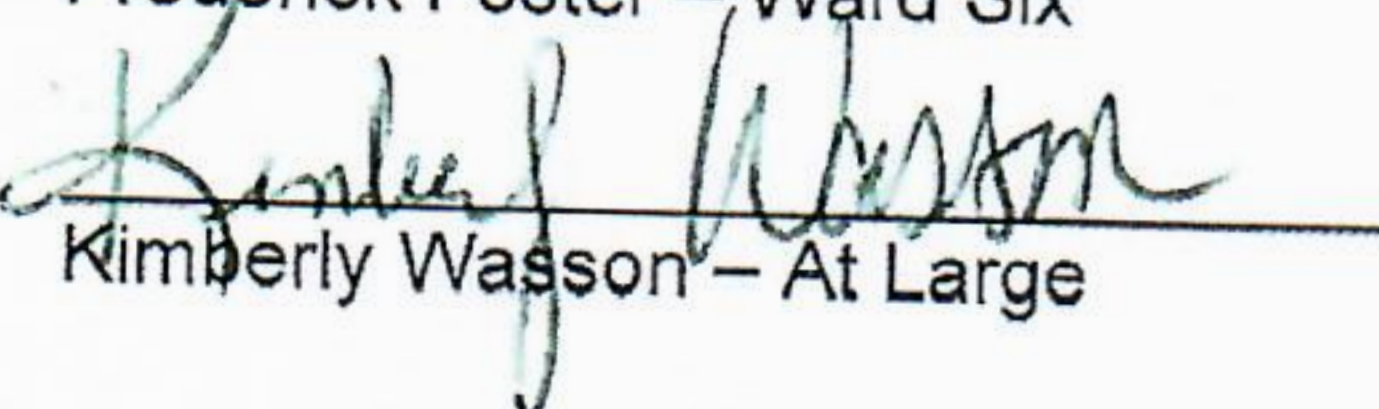
C.O. "Jap" Johnson – Ward Two



Amy Lawton – Ward Four



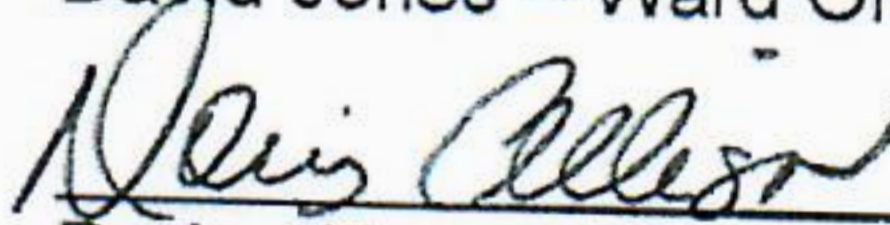
Frederick Foster – Ward Six



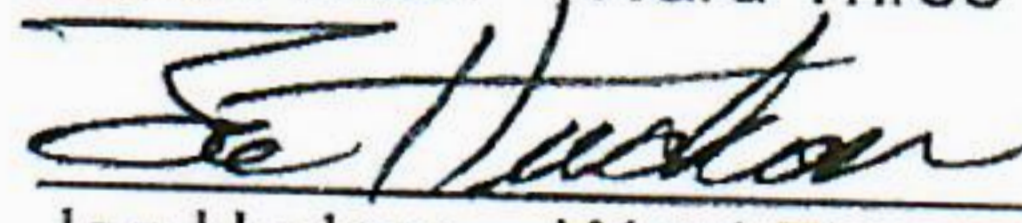
Kimberly Wasson – At Large



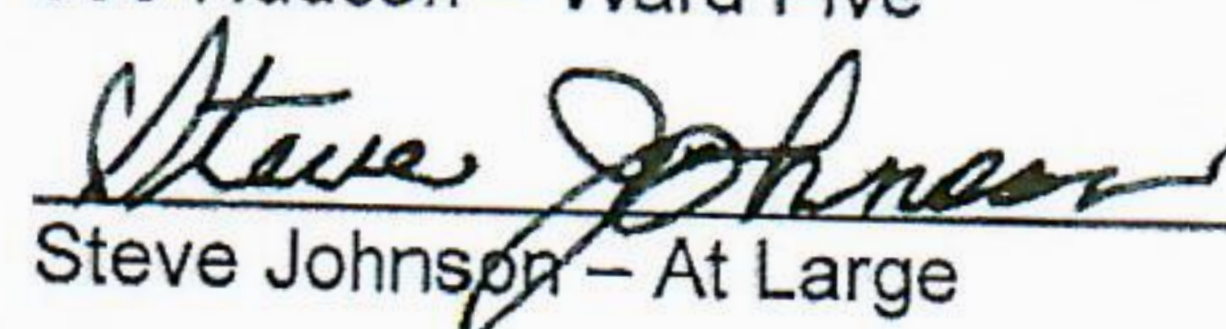
David Jones – Ward One



Doris Allison – Ward Three



Joe Hudson – Ward Five



Steve Johnson – At Large

## **CITY COUNCIL**

### **PRESENTATIONS & RECOGNITIONS**

**TO:** Mayor and City Council  
**FROM:** April Nesbit, Public Information Officer  
**DATE:** November 15, 2022

**Date of Meeting:** November 21, 2022

- 1. Finance Department - Distinguished Budget Presentation Award from the Government Finance Officers Association**
- 2. Proclamation – Stacie Kennington - Carlton Harris Tennis Professional of the Year Award**

# City of Statesville

North Carolina



Office of the Mayor

## Proclamation

### 2022 Carlton Harris Tennis Professional of the Year Award - Stacie Kennington

**WHEREAS**, every year, USTA North Carolina honors those who go above and beyond, both on and off the court. Organizations, volunteers, and players are recognized for growing the game and for their contributions to the sport. This year Statesville Parks and Rec Tennis Pro, Stacie Kennington is the recipient of this award; and

**WHEREAS**, Carlton Harris Tennis Professional of the Year presented annually to a tennis professional who demonstrates a significant contribution to the game of tennis through their promotion of the USA Tennis Programs and their support of the USTA Mission; and

**WHEREAS**, USTA North Carolina, a not-for-profit organization, is the state affiliate of the United States Tennis Association in North Carolina. Formerly known as the North Carolina Tennis Association (NCTA), USTA North Carolina was founded in 1973 and since that time has focused on its singular mission: to promote and develop the game of tennis in North Carolina; and

**WHEREAS**, The USTA North Carolina administers a variety of programs statewide for players of all ages and ability levels. As a not-for-profit organization, the association invests 100% of its proceeds to promote and develop the growth of tennis in North Carolina. There are currently more than 29,000 USTA members residing in North Carolina, this includes over 6,000 juniors and 23,000 adults.

**NOW THEREFORE BE IT RESOLVED THAT I**, Constantine H. Kutteh, Mayor of the City of Statesville, do hereby proclaim today as “*Stacie Kennington Day*”.

IN WITNESS WHEREOF, I  
have hereunto set my hand this  
21<sup>st</sup> day of November, 2022.

Constantine H. Kutteh, Mayor

**MINUTE BOOK , PAGE**  
**CITY OF STATESVILLE WORKSHOP MEETING MINUTES – NOVEMBER 07, 2022**  
**CITY HALL – 227 S. CENTER STREET, STATESVILLE, NC – 4:30 P.M.**

**Council Present:** Mayor Kutteh presiding, J. Johnson, Wasson, Jones, Allison, Lawton, Hudson, Foster, S. Johnson

**Council Absent:** 0

**Staff Present:** Ron Smith, Messick, Fugett, Pierce, Harrell, Kurfees, Nesbit

**Others:** Darbah Skaf – Statesville Housing Authority, David Pressly

**I Call to Order**

Mayor Kutteh called the meeting to order and introduced Darbah Skaf, Executive Director of the Statesville Housing Authority (SHA).

Skaff explained that the SHA Statesville Housing Authority is responsible for the administration of:

- Public Housing – Units that are owned and operated within the City limits
- Housing Choice Vouchers – Financial assistance of families in Iredell County with private landlords providing the physical structure

Skaff explained the eligibility requirements for Section 8 and Public Housing. Those that have Section 8 vouchers can use them anywhere in the United States because it is a Federal program. Right now, there are approximately 4,421 families on the wait list and that includes Gastonia. Preferences for housing are applied as follows:

1. Veteran
2. Elderly/Disabled
3. Family with children
4. Date and time of application submittal

Skaff stated that the SHA does not get any subsidies for homelessness intervention, and it is not likely to get an increase in funding from HUD for Public Housing.

Council member Allison said that Statesville has an affordable housing issue for low-income citizens and asked how Council could work with other agencies to help build more affordable housing. Council members discussed possible ways to alleviate the affordable housing/homelessness issues.

In conclusion, Council members authorized staff to explore only, partnering with ISCEC for community development and to look at how a bond referendum works and what the money can be spent on.

Council member Jones recommended that Council incorporate whatever it decides on into their Strategic Plan.

Meeting adjourned at 6:05 p.m.



**MINUTE BOOK , PAGE**  
**CITY OF STATESVILLE PRE-AGENDA MEETING MINUTES – NOVEMBER 07, 2022**  
**CITY HALL – 227 S. CENTER STREET, STATESVILLE, NC – 6:00 P.M.**

**Council Present:** Mayor Kutteh presiding, J. Johnson, Wasson, Jones, Allison, Lawton, Hudson, Foster, S. Johnson

**Council Absent:** 0

**Staff Present:** Ron Smith, Messick, Fugett, Pierce, Harrell, Kurfees, Nesbit, Roberts, Ferguson, Taylor, Griggs, Ashley, Vaughan, Weatherman, Brown-Evans, Gregory, Francica, Pierce

**I Call to Order**

Mayor Kutteh called the meeting to order. He stated that there was a split vote on Item C on at the 1<sup>st</sup> reading, so it needs to be moved to the Regular Agenda. Mayor Kutteh reviewed the following agenda.

**II Invocation**

**III Pledge of Allegiance**

**IV Adoption of the Agenda**

**V Code of Ethics**

**VI Presentations & Recognitions**

1. Proclamation – Veteran’s Day
2. Award Presentation – SFD Hazmat Team

**VII 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 so 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 October 17, 2022 Pre-Agenda and City Council meeting minutes, October 24, 2022 Utility Billing Workshop minutes. (Fugett)**

**B. Consider approving 2<sup>nd</sup> reading of rezoning request ZC22-20 for the property located on James Farm Road at Glenway Drive; Iredell County Tax Parcel Identification #4745-78-7821 from LI (Light Industrial) District to R-5MF CZ (High Density Multi-Family Residential Conditional Zoning) District. (Ashley)**

**C. Consider approving 2<sup>nd</sup> reading of rezoning request ZC22-21 for two city-owned properties located on East Front St. at South Tradd St.; Iredell County Tax Parcel Identification #s 4744-05-6291 & 4744-05-8266; from CBP (Central Business Perimeter) district to the CB (Central Business) District. (Ashley)**

**D. Consider approving 2<sup>nd</sup> reading of rezoning request ZC22-22 for three properties located at 749 and 746 Opal Street and 560 Bond Street; Iredell County Tax Parcel Identification #s 4744-41-1891, 4744-41-1991 & 4744-41-2928; from HI (Heavy**

**Industrial) District to the R-5 (High Density Single-Family Residential) District.**  
*(Ashley)*

- E. Consider approving 2<sup>nd</sup> reading of rezoning request ZC22-23 for a property located on Landson Drive and Wall Street; Iredell County Tax Parcel Identification #4743-69-8546; from B-5 (General Business) District to the LI (Light Industrial) District.** *(Ashley)*
- F. Consider approving a resolution directing the City Clerk to Investigate a Petition of Annexation for Case No. AX22-06, Parcel ID #4754-23-6335, C.L. Sharpe Heirs & Bettye Tull Property/Greenbriar Ridge; Receive the City Clerk's Certificate of Sufficiency; Consider approving a resolution setting the date of November 21, 2022, for a public hearing for the Petition for Annexation.** *(Ashley)*
- G. Consider accepting the Request For Proposal (RFP) for audit services and authorize staff for the approval of the audit contract for the fiscal year ending June 30, 2023.** *(Roberts)*
- H. Consider recognizing the revenue and appropriating the funds received from the extension of the Lane Construction Corporation lease of the cinema property located on Free Nancy Ave. for costs associated with greenway repair and development (\$2,500/month) for payment in advance (\$40,000) through December 2023 and approve BA #2023-16.** *(Griggs)*
- I. Consider awarding the annual street improvement contract to J.T. Russell & Son, Inc. in the amount of \$1,151,693.20 and approving Budget Amendment #2023-17.** *(Taylor)*
- J. Consider approval of sole source vendors for the City of Statesville for apparatus, supplies, materials, or equipment in accordance with NCGS 143-129(e)(6).** *(Onley)*
- K. Consider approving the transfer of \$200,000 from the Airport Operating Fund (500) to the Airport Improvement Fund (505) for the purpose of completing the purchase of properties at the west end of the airport runway and approve BA #2023-15.** *(Ferguson)*
- L. Consider requiring voluntary annexation of 128 Wallace Springs Road (UDO requirement due to emergency sewer connection).** *(Vaughan)*  
Council moved this item to the Regular Agenda.

## **REGULAR AGENDA**

- VIII Receive an update on the Fire Station 1 design and construction schedule and consider approving Budget Amendment #2023-18.** *(Harrell)*
- IX Consider authorizing the upset bid procedure for PIN #4743393938, located at the corner of Lerain Court and Dobson Street, by approving the attached Resolution.** *(Pierce)*  
Mayor Kutteh stated that the buyer is responsible for all costs, including the taxes, the city is not responsible for the taxes, and the closing date will be within 30 days of closing.

- X Advisory Boards and Commissions Meeting Minutes**
1. Airport Commission Meeting Minutes – 08/10/2022
  2. Historic Preservation Commission Meeting Minutes – 09/22/2022
  3. Planning Board Meeting Minutes – 09/27/2022

**XI Other Business**

**XII Closed Session**

**XIII Adjournment**

**Council member Allison made a motion to move to Closed Session to discuss a lawsuit matter, seconded by Council member Hudson. The motion carried unanimously.**

**Upon return from Closed Session, Mayor Kutteh stated that a lawsuit matter had been discussed, but no action was taken.**

**Council member J. Johnson made a motion to adjourn, seconded by Council member Hudson. The motion carried unanimously.**

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Constantine H. Kutteh, Mayor

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Brenda Fugett, City Clerk

**MINUTE BOOK , PAGE**  
**CITY OF STATESVILLE COUNCIL MEETING MINUTES – NOVEMBER 07, 2022**  
**CITY HALL – 227 S. CENTER STREET, STATESVILLE, NC – 6:00 P.M.**

**Council Present:** Mayor Kutteh presiding, J. Johnson, Wasson, Jones, Allison, Lawton, Hudson, Foster, S. Johnson

**Council Absent:** 0

**Staff Present:** Ron Smith, Messick, Fugett, Pierce, Harrell, Kurfees, Nesbit, Roberts, Ferguson, Taylor, Griggs, Ashley, Vaughan, Weatherman, Brown-Evans, Gregory, Francica, Pierce

**I Call to Order**

Mayor Kutteh called the meeting to order. He stated that there was a split vote on Item C. at the 1<sup>st</sup> reading, so it has been moved to the Regular Agenda. Item L. on the Consent Agenda has also been moved to the Regular Agenda and Item M. has been added to the Consent Agenda.

**II Invocation**

The City Clerk gave the invocation.

**III Pledge of Allegiance**

Mayor Kutteh led the pledge of allegiance.

**IV Adoption of the Agenda**

**Council member Allison made a motion to adopt the amended agenda, seconded by Council member J. Johnson. The motion carried unanimously.**

**V Code of Ethics**

**VI Presentations & Recognitions**

**Proclamation – Veteran’s Day**

Mayor Kutteh read and presented the proclamation to several veterans who were present.

**Award Presentation – SFD Hazmat Team**

Mayor Kutteh stated that members of the Statesville Fire Department Hazardous Materials Response Team competed in the North Carolina Association of Hazardous Materials Responders Hazmat Challenge on August 12, 2022. Coached by Assistant Chief Kyle Bell, team members Captain Eddy Harpe, Captain Matt Thompson, Captain Danny Fisher and Firefighter Travis Akins took first place in the competition against eight other teams. Mayor Kutteh congratulated the team on their first-place win and thanked the entire Statesville Fire Department for their dedication and hard work protecting the City.

**VII Consent Agenda**

Mayor Kutteh stated that 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 so 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 October 17, 2022 Pre-Agenda and City Council meeting minutes, October 24, 2022 Utility Billing Workshop minutes. *(Fugett)*
- B. Consider approving 2<sup>nd</sup> reading of rezoning request ZC22-20 for the property located on James Farm Road at Glenway Drive; Iredell County Tax Parcel Identification #4745-78-7821 from LI (Light Industrial) District to R-5MF CZ (High Density Multi-Family Residential Conditional Zoning) District. *(Ashley)*
- C. Consider approving 2<sup>nd</sup> reading of rezoning request ZC22-21 for two city-owned properties located on East Front St. at South Tradd St.; Iredell County Tax Parcel Identification #s 4744-05-6291 & 4744-05-8266; from CBP (Central Business Perimeter) district to the CB (Central Business) District. *(Ashley)*  
Due to a split vote at the 1<sup>st</sup> reading of this item, it was moved to the Regular Agenda.
- D. Consider approving 2<sup>nd</sup> reading of rezoning request ZC22-22 for three properties located at 749 and 746 Opal Street and 560 Bond Street; Iredell County Tax Parcel Identification #s 4744-41-1891, 4744-41-1991 & 4744-41-2928; from HI (Heavy Industrial) District to the R-5 (High Density Single-Family Residential) District. *(Ashley)*
- E. Consider approving 2<sup>nd</sup> reading of rezoning request ZC22-23 for a property located on Landson Drive and Wall Street; Iredell County Tax Parcel Identification #4743-69-8546; from B-5 (General Business) District to the LI (Light Industrial) District. *(Ashley)*
- F. Consider approving a resolution directing the City Clerk to Investigate a Petition of Annexation for Case No. AX22-06, Parcel ID #4754-23-6335, C.L. Sharpe Heirs & Bettye Tull Property/Greenbriar Ridge; Receive the City Clerk's Certificate of Sufficiency; Consider approving a resolution setting the date of November 21, 2022, for a public hearing for the Petition for Annexation. *(Ashley)*
- G. Consider accepting the Request For Proposal (RFP) for audit services and authorize staff for the approval of the audit contract for the fiscal year ending June 30, 2023. *(Roberts)*
- H. Consider recognizing the revenue and appropriating the funds received from the extension of the Lane Construction Corporation lease of the cinema property located on Free Nancy Ave. for costs associated with greenway repair and development (\$2,500/month) for payment in advance (\$40,000) through December 2023 and approve BA #2023-16. *(Griggs)*
- I. Consider awarding the annual street improvement contract to J.T. Russell & Son, Inc. in the amount of \$1,151,693.20 and approving Budget Amendment #2023-17. *(Taylor)*
- J. Consider approval of sole source vendors for the City of Statesville for apparatus, supplies, materials, or equipment in accordance with NCGS 143-129(e)(6). *(Onley)*
- K. Consider approving the transfer of \$200,000 from the Airport Operating Fund (500) to the Airport Improvement Fund (505) for the purpose of completing the purchase

of properties at the west end of the airport runway and approve BA #2023-15. (Ferguson)

- L. Consider requiring voluntary annexation of 128 Wallace Springs Road (UDO requirement due to emergency sewer connection). (Vaughan)  
Council moved this item to the Regular Agenda.

- M. Consider approving the full settlement amount of \$1.503 million and Budget Amendment #2023-19 to accept insurance proceeds and appropriate corresponding expenditures for a legal settlement.

Mayor Kutteh asked Council if there are any other items that need to be removed from the Consent Agenda. Hearing none, he asked for a motion.

Council member J. Johnson made a motion to approve the amended Consent Agenda, seconded by Council member Allison. The motion carried unanimously.

### REGULAR AGENDA

- C. Consider approving 2nd reading of rezoning request ZC22-21 for two city-owned properties located on East Front St. at South Tradd St.; Iredell County Tax Parcel Identification #s 4744-05-6291 & 4744-05-8266; from CBP (Central Business Perimeter) district to the CB (Central Business) District. (Ashley)

Mayor Kutteh stated that nothing has changed with this item since the first reading and asked for a motion.

Council member Wasson made a motion to approve ZC22-21 as presented, seconded by Council member Jones. The vote was as follows:

**Ayes: Wasson, Jones, Allison, Lawton, Hudson, Foster**

**Nays: J. Johnson, S. Johnson]**

**Motion Carried: 2-6**

- L. Consider requiring voluntary annexation of 128 Wallace Springs Road (UDO requirement due to emergency sewer connection). (Vaughan)

Vaughan stated that the property septic system has failed. The property is adjacent to contiguous city limits and has had City water and electrical services since June 2010. 0.05 +/- acres of the parcel is already within the City Limits, and an Emergency sewer connection has been granted by Public Utilities. The sewer tap, and System Development Fees were paid on October 26, 2022. The current assessment of the property is \$99,360. Staff recommends approval of voluntary annexation of property pending receipt of annexation application. Staff will process the voluntary annexation petition upon receipt from the property owner.

Council member J. Johnson made a motion to approve only upon the successful completion of annexation, seconded by Council member S. Johnson. The motion carried unanimously.

- VIII Receive an update on the Fire Station 1 design and construction schedule and consider approving Budget Amendment #2023-18. (Harrell)

Scott Harrell stated that since authorized to proceed with the Fire Station 1 project in May 2021, staff has worked with Edifice to develop conceptual and final designs, incorporate lower-level administrative space, and explore cost-saving measures as construction pricing continues to escalate.

To optimize the procurement schedule for materials and labor, the project was divided into several bid packages – site work, concrete, steel, roofing, electrical, etc. Pricing for the first of these bid packages was received on October 27. More will be received in December and the final packages are due in January 2023. Once all bid packages have been received Edifice will prepare their final price, referred to as the guaranteed maximum price, or GMP, to Council for final approval and authorization to proceed with construction.

When the project was expanded to include lower-level administrative space, the total project cost was estimated to be just over \$10M. Based on the pricing received in October and updated estimates for the remaining work, the total project cost is currently estimated at \$13.5M.

**Previous Council or Relevant Actions:**

- At the January 2021 planning retreat, Council affirmed the construction of a new Fire Station 1 facility as one of the City’s top capital priorities.
- February 1, 2021: Council approved a purchase agreement with ISCEC for the property between 5<sup>th</sup> Street and Wilson Lee Blvd.
- February 15, 2021: Council authorized staff to proceed with the advertisement and selection of a design-build team for the Fire Station 1 project.
- May 17, 2021: Council awarded the design-build contract for Fire Station 1 to Edifice, LLC.
- October 18, 2021: Council adopted an ordinance establishing the Fire Station 1 Project Fund.
- March 15, 2022: Council directed staff to apply the balance of the City’s ARPA funds (about \$7.2M) to the Fire Station 1 project.
- April 4, 2022: Council approved adding lower-level administration space to the project.
- September 19, 2022: Council voted to name Fire Station 1 in honor of William T. (Woody) Woodard.

The current estimate for the total project cost is approximately \$13.5M, which consists of \$12.44M for design & construction through Edifice and approximately \$1,000,000 for City-installed systems & furnishings (backup generator, IT, security and communications systems, furniture, etc.).

At the project inception, \$600,000 was designated from fund balance for early project expenses (primarily design). Since then, \$7.2M in ARPA funds have been designated for this project but have not been officially applied to the project fund. Design and other project costs to date are close to the initial \$600,000.

To utilize debt to fund the balance of the project, review and approval by the Local Government Commission (LGC) is required. Based on the anticipated bid schedule, staff anticipates the earliest any debt proposal for this project can be reviewed and approved is at the March 2023 LGC meeting. Approving Budget Amendment 2023-18 will place the ARPA funds into the Fire Station 1 project fund. This will allow bidding and permitting to continue and construction to begin while final decisions are made on how to fund the

balance of the project cost. Staff recommends approving Budget Amendment 2023-18; no other action is requested at this time.

The City Manager Ron Smith added in the Staff Report that this project has seen dramatic escalations in price since the design began early this year. The project was originally estimated at roughly \$6mm and has now grown to over \$13mm. Some of this has been by design, specifically the addition of the basement administrative offices. But most of the increase is based on construction cost escalations.

There are two similar projects that do tell us that we are not alone and show that the higher costs are consistent. Hendersonville recently bid a fire station of similar, but smaller, size to ours, and the cost was over \$12mm, with similar square footage costs. Pineville is currently in the design phase of a new station, very much like ours, and their expected cost is over \$14mm. It appears this may be the new normal, at least for the foreseeable future.

This project has been planned for some time and is necessary. Although the cost is much more than we planned, it does not diminish the need and it is impossible to know if costs will come down any time soon. The intent of this update is to help prepare you for the decision to formally commit to the construction of this project; we anticipate that decision will need to be made by late January.

We did not receive a significant number of bids for the site or concrete packages (two and one, respectively). To me, this is not a good sign for future packages or the price overall. We have also not received our Guaranteed Maximum Price (GMP), which will not come until January. This means that you will be taking the first step in the construction process without having a hard budget number. That may not be all bad, but please exercise some caution when all these things are considered in totality.

The final point is that we will be meeting on November 14<sup>th</sup> with Davenport Financial to talk about the proposed five-year capital plan. Although we can build this project, even at the higher amount, it may be worth the one-week delay to consider the project as part of the bigger five-year strategy.

Next steps are:

- Staff and Edifice will continue to receive bid package pricing and work to identify cost saving measures.
- Staff will continue to develop cost estimates for City-installed systems and furnishings.

Once all bid packages have been received, Edifice and staff will present the guaranteed maximum price to Council for consideration.

Harrell reviewed drawings of the proposed site. He said that approving this Budget Amendment could lock in site work, roofing, concrete, steel, electrical, and plumbing folks then we can do the rest in January.

Council member S. Johnson said he wants to limit the amount we have to borrow as much as possible.



**Council member J. Johnson made a motion to approve Budget Amendment 2023-18, seconded by Council member Allison. The motion carried unanimously.**

**IX Consider authorizing the upset bid procedure for PIN #4743393938, located at the corner of Lerain Court and Dobson Street, by approving the attached Resolution. (Pierce)**

Matthew Pierce stated that Parcel Identification Number #4743393938.000 lies at the southwestern corner of Lerain Court and Dobson Street in Ward 6. The property is 0.238 acres, zoned R-8M and vacant. The tax value of the property is \$2,750. BVJ Properties, LLC has offered \$21,000 for the property and has provided the 5% deposit of \$1,050 with the City Clerk in accordance with the Upset Bid procedures. On October 17, 2022 Council agreed to proceed with the upset bid process. Council is at liberty either to initiate or not initiate the sales process for this parcel. If Council does not proceed with sales process, the parcel will remain within the City's portfolio. The Department recommends initiating the upset bid procedure for the parcel by approving the attached resolution. If approved, next the City Clerk will advertise the sale of the property per NCGS § 160A-269 requirements, accepting bids until no further qualifying upset bids are received. Once Council has received a final bid, Council may accept the offer and sell the property to the highest bidder; however, the Council may at any time reject any and all offers.

City Attorney Messick has advised that the following additional three conditions be added to the Resolution:

1. That the buyer is responsible for all advertising costs, closing costs and all other costs associated with the sale of the parcel.
2. The bidder is responsible for any taxes assessed in 2022, the City does not pay taxes, but if the bidder purchases the property before December 31<sup>st</sup>, they will be responsible for paying the taxes for the year 2022.
3. The Closing will take place as soon as practicable within 30 days after Council accepts a bid in open session.

**Council member Foster made a motion to approve the Resolution authorizing the upset bid procedure for PIN #4743393938, located at the corner of Lerain Court and Dobson Street including the three additional conditions, seconded by Council member Hudson. The motion carried unanimously.**

**X Advisory Boards and Commissions Meeting Minutes**

1. Airport Commission Meeting Minutes – 08/10/2022
2. Historic Preservation Commission Meeting Minutes – 09/22/2022
3. Planning Board Meeting Minutes – 09/27/2022

**XI Other Business - None**

**XII Closed Session - None**

**XIII Adjournment**

**Council member J. Johnson made a motion to adjourn, seconded by Council member Hudson. The motion carried unanimously.**

## **CITY COUNCIL ACTION REQUEST**

**TO:** Ron Smith, City Manager

**FROM:** David Onley, Police Chief

**DATE:** November 2, 2022

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**ACTION NEEDED ON:** November 21, 2022  
(Date of Council Meeting)

### **COUNCIL ACTION REQUESTED:**

**Consider approving an Ordinance establishing four-way stop intersections on Beverly Drive at Macon Drive and Macon Drive at Cameron Drive**

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1. **Summary of Information:** At the request of residents in the Beverly Heights subdivision a traffic calming study was completed and as a result of that study additional four-way stop intersections were identified. Four-way stop intersections at the intersections of Beverly Drive at Macon Drive and Macon Drive at Cameron Drive have been identified as measures that will increase the safety of both motoring and pedestrian traffic in this area.
2. **Previous Council or Relevant Actions:** None associated with these intersections.
3. **Budget/Funding Implications:** None
4. **Consequences for Not Acting:** The addition of four-way stop intersections will increase safety for the residents of the Beverly Heights subdivision. Failure to act will result in continued safety concerns for this area.
5. **Department Recommendation:** Staff recommends establishing an ordinance for four-way stop intersection on Beverly Drive at Macon Drive and Macon Drive at Cameron Drive.
6. **Manager Comments:** Concur with the department recommendation.
7. **Next Steps:**
8. **Attachments:**
  1. City Ordinance
  2. Photos of Intersections
  3. Map of Roadways

**ORDINANCE #**

**AN ORDINANCE ESTABLISHING FOUR-WAY STOP INTERSECTIONS ON BEVERLY DR AT MACON DR AND MACON AT CAMERON**

**Whereas**, the Traffic Safety Director has studied traffic safety in the Beverly Heights subdivision and found the need to improve safety, and;

**Whereas**, the traffic study has determined that a high volume of vehicles are utilizing Beverly Dr and Chestnut St as thoroughfares to reach Museum Rd from Wilkesboro Hwy ;

**Whereas**, the Traffic Safety Director is of the opinion that utilizing additional stop intersections will reduce both traffic flow and speed thus increasing safety for both motor vehicle and pedestrian traffic.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Statesville that four-way stop intersections be established on Beverly Drive at its intersection with Macon Drive and Macon Drive at its intersection with Cameron Drive by adding said stop intersections to the official ordinance file maintained by the Traffic Safety Director:

**“Stop Intersection”**

<b>Stop Street</b>	<b>Side Stopped</b>	<b>At Street</b>
Beverly Drive	All Directions	Macon Drive
Macon Drive	All Directions	Cameron Drive

This ordinance was introduced for a first reading by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and unanimously carried on the \_\_\_ day of \_\_\_\_\_, 2022.

Ayes:  
Nays:

The second and final reading of this ordinance was heard on the \_\_\_ day of \_\_\_\_\_, 2022, and upon motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and unanimously carried, was adopted.

Ayes:  
Nays:

This ordinance to be in full force and effect from and after the \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Constantine H. Kutteh, Mayor

Attest:

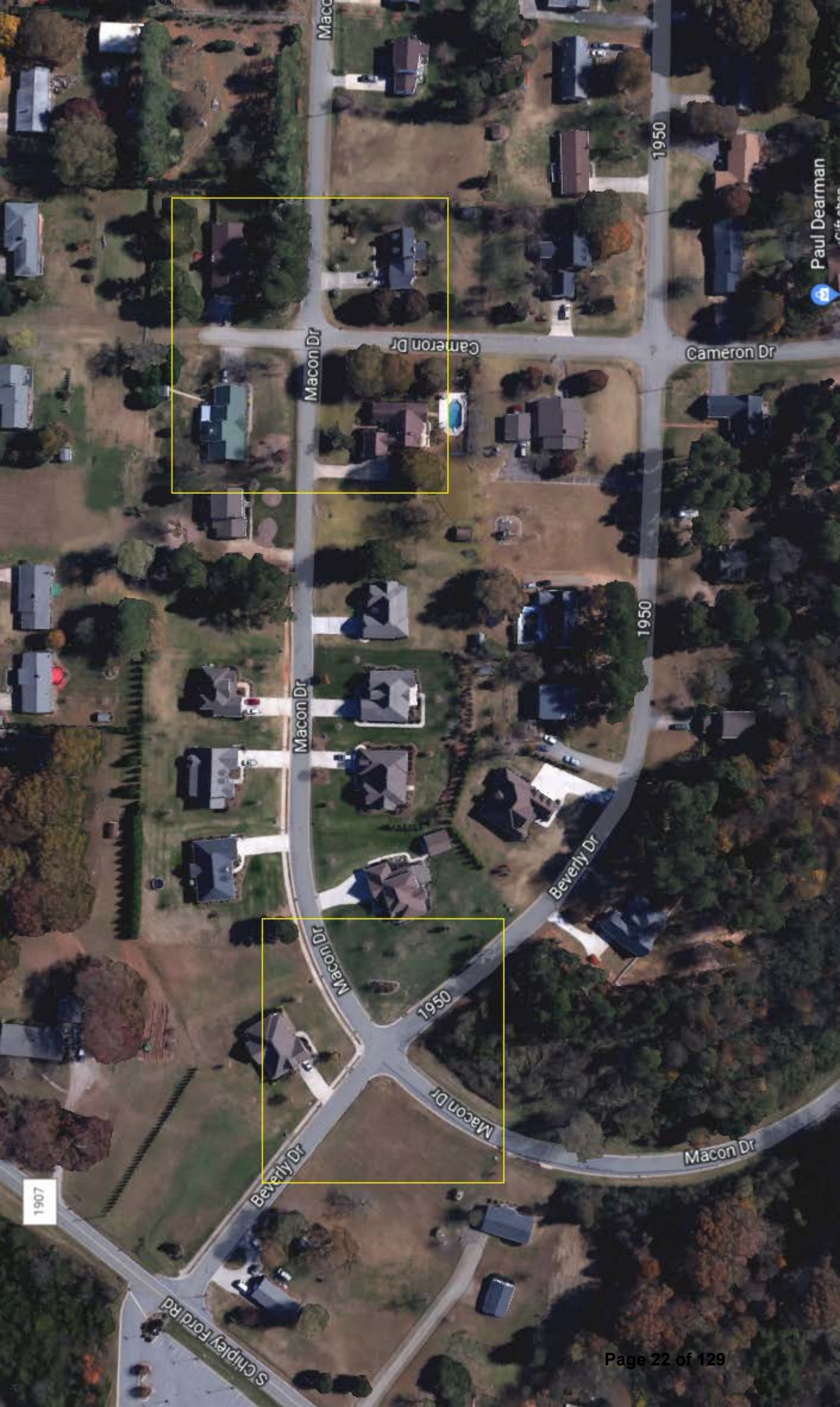
APPROVED AS TO FORM BY:

\_\_\_\_\_  
Brenda Fugett, City Clerk

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







Macon

1950

Paul Dearman

Macon Dr

Cameron Dr

Cameron Dr

1950

Macon Dr

Beverly Dr

Macon Dr

1950

Macon Dr

Macon Dr

1907

Beverly Dr

Chipley Ford Rd

## CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager  
**FROM:** John Ferguson, Airport Manager  
**DATE:** November 10, 2022

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**ACTION NEEDED ON:** November 21, 2022  
(Date of Council Meeting)

### **COUNCIL ACTION REQUESTED:**

**Consider approving Work Authorization #21 for Parrish and Partners to provide design services for the construction of a new Airport Terminal building in the amount of \$518,691.**

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1. **Summary of Information:** We have received funds for the design and construction of a new terminal building. This authorization from Parrish and Partners will start the design phase of the project.
2. **Previous Council or Relevant Actions:** Approved receiving a grant for \$6,700,000 for the construction of a new Airport Terminal Building.
3. **Budget/Funding Implications:** \$0.00 this is a 100% grant
4. **Consequences for Not Acting:** terminal Building would not be constructed.
5. **Department Recommendation:** Airport staff recommends approval.
6. **Manager Comments:** Recommend for approval.
7. **Next Steps:** N/A
8. **Attachments:**
  1. NCDOT Aviation Grant - Approval of Request for Aid Letter
  2. Work Authorization #21 – Parrish & Partners



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

October 21, 2022

John Ferguson  
CITY OF STATESVILLE  
DBA STATESVILLE MUNICIPAL AIRPORT  
PO Box 1111  
STATESVILLE NC 28687-1111

Request for Aid(Application) #: 1000015633  
Program: AV\_STATE\_GRANT  
WBS # : 36244.59.11.1  
Project : SCIF FUNDS - FY 2023

SUBJECT: APPROVAL OF REQUEST FOR AID APPLICATION

Dear John Ferguson:

The NCDOT-Division of Aviation has completed its final review of your above referenced Request for Aid for **Statesville Regional** in the amount of **\$ 6,700,000.00**. Your Request for Aid is approved to proceed to the next stage of the funding process.

Attached to the online Request for Aid application is the grant agreement for the funding of WBS #36244.59.11.1, including State Assurances. Federal agreements will also include Federal Block Grant Assurances and Airport Improvement Program Certifications.

**Agreement Signature Process**

- Sponsors using DocuSign will receive a separate email from DocuSign with instructions
- Sponsors not using DocuSign will print one copy and complete the signature page  
o (the first page date is left blank and to be completed by NCDOT)
- Sponsor will upload the signed agreement into EBS/Partner Connect under the **application**
- Sponsor must sign and upload all seven AIP Sponsor Certifications for all **federal** grant agreements
- Sponsor will EMAIL [DOTAviationGrants@ncdot.gov](mailto:DOTAviationGrants@ncdot.gov) that the signed **agreement** has been uploaded
- DoA will have the sponsor signed agreement executed by the Secretary of Transportation (or his designee)
- DoA will upload the fully signed agreement into EBS/Partner Connect and notify the sponsor via email.

Should you have any questions, please do not hesitate to contact your regional Airport Project Manager or visit our website at:

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



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,

Bobby L. Walston, PE  
Director of Aviation

**WORK AUTHORIZATION No. 21**

ENGINEERING CONSULTING SERVICES BY:  
**PARRISH AND PARTNERS OF NORTH CAROLINA, PLLC**

FOR:  
**RECONSTRUCT AIRPORT TERMINAL (Design/Bidding)**

AT:  
**STATESVILLE REGIONAL AIRPORT**

REFERENCING:  
**DESIGN AND PERMITTING FOR SCIF FUNDS**

**November 7, 2022**

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**I. PROJECT SUMMARY**

This project consists of the design, NEPA, preparation of a final bid package, and bidding for a new terminal facility and adjacent parking lot at the Statesville Regional Airport.

1. Prepare NEPA documentation for the project and coordinate with reviewing agencies.
2. Conduct three-phase preliminary architectural design services for planning and owner input.
3. Provide complete architectural plans and project specifications.
4. Coordinate building design with local and state building officials.
5. Utilize existing recent topographic survey for site design.
6. Perform geotechnical investigation for foundation design and parking areas.
7. Perform pavement designs of parking areas to be constructed in association with this project.
8. Prepare CSPP in accordance with FAA guidelines.
9. Prepare grading and paving plan and details to allow for grade adjustments.
10. Prepare Erosion Control Plans and Permitting Documents.
11. Prepare Stormwater Control Plans and Permitting Documents.
12. Submit CSPP to NCDOA
13. Prepare FAA Form 7460 and CSPP for submittal to FAA.

**II. CONSULTANT'S SCOPE OF WORK OVERVIEW**

The scope of work for this Work Authorization includes:

1. Preliminary Design – Schematic Architectural Design/30% Civil Design (See Exhibit C

or architectural information)

2. Final Design – Prepare 60% and 100% (Bid Plans) (See Exhibit C for architectural information)
3. Bidding Services
4. Project Management and Grant Services
5. NEPA Coordination
6. Pre-Design Surveying and Geotechnical Investigation Services
7. Permitting Coordination

The contract contains tasks based on lump sum payment method. Subconsultant Scope and Fee proposals have also been attached to define roles and efforts to be taken.

This scope does not include:

1. Construction phase services
2. Land acquisition professional services
3. Preparation of Project MBE/WBE goals. NCDOA will coordinate the preparation of the appropriate goals with cost estimates provided by the Consultant. Anticipated turnaround time is two weeks.

### III. DESIGN CRITERIA AND REQUIREMENTS

The following are the primary FAA Advisory Circulars and other design standards to be utilized during the design effort. All design will be performed according to the current edition at the time of execution of this work authorization

- FAA AC 150/5300-13; Airport Design
- FAA AC 150/5340-1; Standards for Airport Markings
- FAA AC 150/5370-2; Operational Safety on Airports During Construction
- FAA AC 150/5370-10; Standards for Specifying Construction of Airports
- Federal Aviation Regulation Part 77 Surfaces
- 2018 NCDOT Standard Drawings and Specifications
- City of Statesville Unified Development Code

### IV. WORK TASKS

A. BASIC SERVICES: The **CONSULTANT** shall perform the following Basic Services for the project as outlined in Exhibit C of the above referenced Master Agreement and further described below:

1. Preliminary Design – Prepare 30% Plans: The **CONSULTANT** shall:
  - a) Perform General Project Coordination with **OWNER** on matters affecting the Project and general correspondence preparation, as needed;

- b) Coordinate with **OWNER** and funding agencies on project formulation, including cost estimated project justification;
  - c) Prepare project scoping, fee preparation, project justification, finances, and schedules;
  - d) Advise **OWNER** as to the necessity of obtaining field surveys, soil borings, and laboratory testing, and coordinating with others to provide needed information;
  - e) See Exhibit C for specific items included for architectural design.
  - f) Prepare 30% plans and documents for agency review and comment. An estimated list to be included in this submission is as follows:
    - Cover Sheet
    - Construction Safety and Phasing Plans
      - Existing Conditions
      - Project Layout
      - Preliminary Phasing Plan
    - Demolition Plan
    - Geometric Site Plan
    - Marking Plan
    - Technical Specifications Outline
    - Preliminary Architectural Plans
  - g) Prepare preliminary Engineer's Cost Estimate.
  - h) Perform quality review and revisions prior to submission.
  - i) Submit to OWNER and NCDOA.
2. Final Design – Prepare 60% and 100% Plans: The **CONSULTANT** shall:
- a) Perform General Project Coordination with **OWNER** on matters affecting the Project and general correspondence preparation, as needed;
  - b) Coordinate with **OWNER** and funding agencies as necessary, including but not limited to coordination with airport users on potential construction schedules, submittal of CSPP checklist to NCDOA prior to submission of FAA Form 7460 and submission of FAA Form 7460;
  - c) See Exhibit C for specific items included for architectural design.
  - d) Finalize design of the project and prepare detailed plans at the 60% and 100% completion levels. An estimated list of sheets for the 100% completion level are as follows:
    - Cover Sheet (1 sheet)
    - Construction Safety and Phasing Plan
      - A. General and Safety Notes

- B. Existing Conditions
  - C. Project Layout
  - D. Phasing Plan
  - E. Survey Control
  - F. Construction Equipment Heights
    - Demolition Plan
    - Geometric Site Plan
    - Grading Plan and Details
    - Utility Plan and Details
    - Marking Plan and Details
    - Erosion Control Plan and Details
    - Typical Sections
    - Prepare Stormwater Plans and Details
    - General Details
- e) Prepare airspace documentation and submit through OE/AAA for FAA review.
- f) Prepare CSPP checklist and submit to NCDOA for review.
- g) Prepare for review and approval by **OWNER**, its legal counsel and other advisors, necessary Bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the **OWNER** and Contractor (otherwise referred to as the Front-End Contract Documents including FAA General Provisions);
- h) Update Final Design Report, including adjustments to the preliminary estimate of probable construction costs caused by changes in general scope, extent or character or design requirements of the **PROJECT**, or market conditions;
- i) Perform quality review and revisions prior to submissions of documents;
- j) Incorporate **OWNER** and NCDOT-DOA comments into 100% Plan Set;
- k) Print and provide necessary copies for in-house production of engineering drawings and contract specifications; and,
- l) Distribute documents for approvals to **OWNER**, NCDOT-DOA, and other regulatory agencies.
- m) Submittals will be made at 60% and 100% (Bid) completion levels. Each submittal will consist of plans, cost estimate, and engineer's report. Electronic copies (PDF) of the final design report and specifications and (1) hardcopy of the plans will be provided to **NCDOA** and **OWNER** for each review.
- B. SPECIAL SERVICES: The **CONSULTANT** shall perform the following Special Services as outlined in Exhibit C of the Master Agreement:
1. **Project Management/Grant Services**. Assist **OWNER** in overall project management, preparation of documentation for local and state authorities and

agencies including requests for funding and completion of applicable State grant forms, including meetings, grant applications, request for reimbursements, and project closeout.

2. **NEPA Coordination. CONSULTANT** will prepare necessary CATEX documentation and coordinate with NCDOT. It is assumed that a CATEX will be the required environmental documentation, and that no more than one set of comment responses will be required.
3. **Pre-Design Survey/Geotechnical Investigation.** Existing available mapping and data will be used to the greatest extent possible to develop base drawings used in the design of this project. Additional survey will be required for design. See Exhibit D for more information. Pre-Design Geotechnical Investigation Services will be performed to provide design data and recommendations for ultimate design of project elements. Specific tasks include pavement structure, soil identification, obtaining subgrade properties for pavement design, and other geotechnical studies necessary to complete the project. Work will be performed as outlined in Exhibits A and B.
4. **Permitting Coordination. CONSULTANT** will prepare the necessary erosion control and stormwater permitting documents and coordinate with NCDEQ and the City of Statesville. Design of erosion control and stormwater management measures is included in Basic Services.

## V. PROJECT SCHEDULE

The following is the proposed project design schedule:

Project Formulation/Contracting	15 days
Surveying and Geotechnical Testing	45 days
Preliminary Architectural and Civil 30% Design	60 Days
NCDOA/Client Review	10 business days
Final Design – Prepare 60% and 100% Plans	90 Days
NCDOA/Client Review	10 business days
100% Design Complete	30 Days
NCDOA/Client Review	10 business days
Total 270 days	

## VI. GENERAL ASSUMPTIONS, CLARIFICATIONS AND DELIVERABLES

- 1) Preliminary Design – Schematic Architectural Design/30% Civil Design
  - a. See Exhibit C for Architectural Design assumptions, clarifications, and deliverables.
- 2) Final Design – Prepare 60% and 100% Plans (Bid Plans)
  - a. See Exhibit C for Architectural Design assumptions, clarifications, and deliverables.

- b. Construction Safety and Phasing Plans (CSPP) will be prepared and coordinated with NCDOA.
  - c. The 100% Plans will be prepared with a single bid schedule. Alternate bid schedules are not anticipated.
  - d. The Design Phase ends upon submittal of 100% Plans to **OWNER** and **NCDOA**.
- 3) NEPA Coordination
- a. A Categorical Exclusion will be the only documentation required.
- 4) Pre-Design Surveying and Geotechnical Investigation Services
- a. To be performed by subconsultants (See Exhibits A and B)
- 5) Prepare Erosion Control and Stormwater Plans and Coordinate with Agencies
- a. Erosion Control permitting to be coordinated through NCDEQ.
  - b. Stormwater permitting to be completed through the City of Statesville.
  - c. Stormwater treatment will only be required on the additional impervious area, not the entire impervious area.
- 6) Deliverables
- a. Basic Services
    - i. Two (2) full-size printed copies of 100% plans and Released for Construction Plans, Engineer's Report, and Cost Estimate for NCDOT and City of Statesville review and records.
  - b. Special Services
    - i. Electronic version of the final signed geotechnical investigation and testing reports report
    - ii. Erosion Control Plan and Permit Package

## VII. EXPENSES/RESIDENT PROJECT REPRESENTATIVE (RPR)

Project Expenses have been included utilizing the NCDOT state rates for 2022.

## VIII. OTHER

No additional information.

## IX. CONTACT/CLOSING

The **OWNER** agrees to compensate the **CONSULTANT** for services performed for the work described herein as follows:

### A. BASIC SERVICES:

1. Preliminary Design – Prepare 30% Plans: As compensation for providing Final Design – Prepare 30% Plans, the **OWNER** shall pay the **CONSULTANT** the lump sum fee of Sixty-Six Thousand Nine Hundred Fifty-Four Dollars and no cents (\$66,954.00).
2. Final Design – Prepare 60% and 100% Plans: As compensation for providing Final Design – Prepare 60% and 100% (Bid) Plans, the **OWNER** shall pay the **CONSULTANT** the lump sum fee of Three Hundred Eighty-Eight Two Hundred Fifty-

Three Dollars and no cents (\$388,253.00).

3. Bidding Services: As compensation for providing Bidding Services, the **OWNER** shall pay the **CONSULTANT** the lump sum fee of Thirty-Three Thousand Five Hundred Seventy-Five Dollars and no cents (\$33,575.00).

B. SPECIAL SERVICES:

1. Project Management/Grant Services: As compensation for providing Project Management/Grant Services, the **OWNER** shall pay the **CONSULTANT** the lump sum fee of Twelve Thousand Six Hundred Eighty-Three Dollars and no cents (\$12,683.00).
2. NEPA Coordination: As compensation for providing NEPA Coordination, the **OWNER** shall pay the **CONSULTANT** the lump sum fee of Seven Thousand Six Hundred Eighty-Eight Dollars and no cents (\$7,688.00).
3. Pre-Design Surveying and Geotechnical Investigation Services: As compensation for providing Pre-Design Surveying and Geotechnical Investigation Services, the **OWNER** shall pay the **CONSULTANT** the lump sum fee of Thirty-Four Thousand Seven Hundred Sixty-Four Dollars and no cents (\$34,764.00).
4. Permitting Coordination: As compensation for providing NEPA Coordination, the **OWNER** shall pay the **CONSULTANT** the lump sum fee of Eight Thousand Three Hundred Forty-Nine Dollars and no cents (\$8,349.00).

Total amount of Work Authorization No. 21 is Five Hundred Eighteen Thousand Six Hundred Ninety-One Dollars (\$518,691.00).

Agreed as to scope of services, schedule, and budget:

**CITY OF STATESVILLE**

**PARRISH AND PARTNERS OF  
NORTH CAROLINA, PLLC**

\_\_\_\_\_  
By: Costi Kutteh  
Mayor of Statesville

\_\_\_\_\_  
By: Jeff Kirby, PE  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:

- Exhibit A – Pre-Design Surveying Subconsultant Proposal
- Exhibit B - Pre-Design Geotechnical Investigation Subconsultant Proposal
- Exhibit C – Architectural Subconsultant Proposal
- Exhibit D – Architectural Direct Expenses Estimate
- Exhibit E - Professional Services Fee Summary





October 4, 2022

Exhibit A - Pre-Design Surveying Subconsultant Proposal

Joseph Wilbourne, PE  
Parrish & Partners  
1801 Stanley Road, Suite 315  
Greensboro, North Carolina 27407

Re: Topographic and Utility Survey Proposal  
Statesville Airport Property – Proposed Terminal and Parking Lot  
Statesville, North Carolina

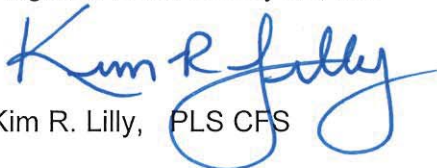
Dear Joseph,

In accordance with your request, Regional Land Surveyors, Inc. (RLS) is pleased to provide a proposal for a Topographic and Utility Survey for a portion of the Statesville Airport Property (*exhibit attached of the survey limits*) in Statesville, North Carolina. All information will be provided using the North Carolina Grid system (Horizontal datum - NAD 83(2011) epoch 2010.0, Vertical datum - NAVD88) and the Standards of Practice for Land Surveying in North Carolina Title 21, Chapter 56, Section .1600 of the North Carolina Administrative Code. The topographic survey will be at 1 foot contour intervals with spot elevations to provide clarity where needed. Underground utilities including water, power, fiber optic, communication, cable, etc. will be located by Northstate Utility Locating, Inc. and shown on the survey. Storm drainage and sanitary sewer invert/pipe size/pipe type information will also be collected and shown of the survey

RLS will provide the above described services for a lump sum fee of **\$ 7,250.00**. The survey can be delivered within 10 to 15 normal working days after written notice to proceed. A pdf file, dwg file, xml file, asci file will be provide for your use upon completion of the survey.

If this fee proposal is agreeable to you, please provide your signature of authorization in the space provided below and return a copy of this letter to us for our files. You may contact me at your earliest convenience if you have any questions or comments. Thank you for your request for surveying services.

Sincerely,  
Regional Land Surveyors, Inc.

  
Kim R. Lilly, PLS CFS

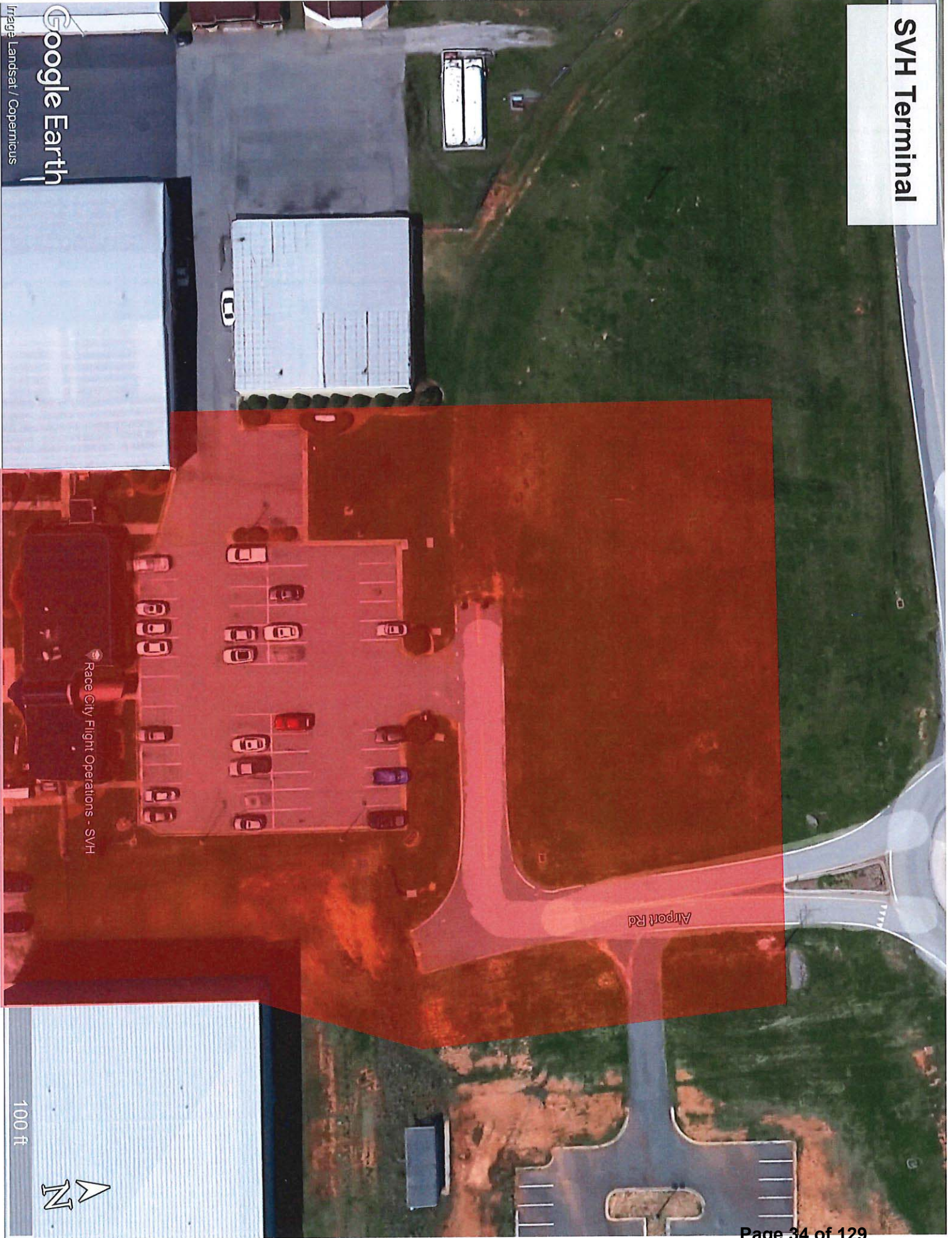
The scope of services, terms and conditions of this Letter of Agreement are accepted:

\_\_\_\_\_  
Print Name of Authorized Representative and Company/Business Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

# SVH Terminal



Google Earth  
Image Landsat / Copernicus

## Exhibit B - Pre-Design Geotechnical Investigation Subconsultant Proposal

October 3, 2022

Parrish and Partners, LLC  
1801 Stanley Rd Ste 315  
Greensboro, NC 27407



Attn: Mr. Joseph Wilbourne  
P: (336) 944-6876  
E: Jwilbourne@parrishpartners.com

Re: Proposal for Geotechnical Engineering Services  
Statesville Airport New Terminal  
333 Airport Road  
Statesville, North Carolina  
Terracon Proposal No. P75225190

Dear Mr. Wilbourne:

We appreciate the opportunity to submit this proposal to Parrish and Partners, LLC to provide Geotechnical Engineering Services for the above-referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan


Our base fee to perform the Scope of Services described in this proposal is shown in Exhibit C and includes additional services for your consideration.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services or the typical Subconsultant Agreement for Professional Services between Terracon and Parrish and Partners for similar projects.

Sincerely,  
**Terracon Consultants, Inc.**

  
for

Vue P. Lee, EI  
Project Manager

  
Joey M. Link, P.E.  
Geotechnical Department Manager

Terracon Consultants, Inc. 7327 G West Friendly Avenue Greensboro, North Carolina 27410  
P (336) 854-8135 F (336) 365-7020 terracon.com

Environmental



Facilities



Geotechnical



Materials

## EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as provided by Parrish and Partners and the expected subsurface conditions described below. We have not recently visited the project site to evaluate the accuracy of the information provided. Aspects of the project, undefined or assumed, are highlighted in the table below. We request the design team verify all information prior to our initiating site exploration activities.

### Site Location and Anticipated Conditions

Item	Description
Parcel Information	<ul style="list-style-type: none"> <li>■ Located at 333 Airport Road in Statesville, North Carolina</li> <li>■ Parcel is identified by St County PIN Number 4723291638 and has an area of approximately 3.6 acres</li> <li>■ Located at approximately 35.7665° N, 80.9481° W (See Exhibit D)</li> </ul>
Existing Improvements	<ul style="list-style-type: none"> <li>■ Existing building with automobile parking north of the structure</li> </ul>
Current Ground Cover	<ul style="list-style-type: none"> <li>■ Grass and asphalt</li> </ul>
Existing Topography (from Iredell County GIS)	<ul style="list-style-type: none"> <li>■ The site slopes downward generally from south to north</li> <li>■ Elevations range from approximately 960 to 954 feet</li> </ul>
Exploration Location Access	<ul style="list-style-type: none"> <li>■ Access close to the existing building will be difficult due to existing utilities</li> <li>■ We will try to get as close as reasonably possible for the planned exploration locations adjacent to the existing building</li> </ul>

### Planned Construction

Item	Description
Information Provided	<ul style="list-style-type: none"> <li>■ Project information was provided to Terracon via email with Parrish and Partners personnel</li> </ul>
Project Description	<ul style="list-style-type: none"> <li>■ The project consists of demolishing the existing building and constructing a new, three-story terminal building</li> <li>■ Parking lots and drive lanes also proposed for construction</li> </ul>
Proposed Structure	<ul style="list-style-type: none"> <li>■ An approximately 9,000 square feet terminal building will be constructed</li> <li>■ A new parking area for 66 automobiles will also be part of the planned project</li> </ul>

Item	Description
<b>Building Construction</b>	<ul style="list-style-type: none"> <li>■ Structures will consist of primarily steel frame construction with joists and roof deck</li> <li>■ We understand all floors will be concrete, slab-on-grade</li> </ul>
<b>Finished Floor Elevation (FFE)</b>	<ul style="list-style-type: none"> <li>■ The planned FFE for structure will be within approximately 2 feet of existing grades</li> </ul>
<b>Maximum Loads</b>	<ul style="list-style-type: none"> <li>■ Columns: 180 kips</li> <li>■ Walls: 5 kips per linear foot</li> <li>■ Slabs: 150 pounds per square foot</li> </ul>
<b>Grading/Slopes</b>	<ul style="list-style-type: none"> <li>■ Up to 2 feet of cut and fill will be required to develop final grades</li> </ul>
<b>Below-Grade / Earth Retaining Structures</b>	<ul style="list-style-type: none"> <li>■ None indicated on the plans provided</li> </ul>
<b>Stormwater</b>	<ul style="list-style-type: none"> <li>■ Additional stormwater retention will not be required for the planned project</li> </ul>

## EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

The field exploration program, as developed by Terracon, consists of the following Exploration locations and depths:

Location Designation	Planned Exploration Depth (feet) <sup>1, 2</sup>	Planned Location
B-1 through B-4	50 <sup>3</sup>	Planned building area
B-5 through B-8	10	Planned parking/driveway area

1. Below ground surface
2. Locations will be advanced to the depths indicated unless probe/auger refusal is encountered prior to reaching the planned depths indicated
3. We will extend one location to probe/auger refusal for Seismic Site Classification purposes

**Exploration Location Layout and Elevations:** We will use handheld GPS equipment to position locations with an estimated horizontal accuracy of +/-2 to 5 feet. Field measurements from existing site features may also be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map or the Iredell County GIS website.

**Subsurface Exploration Procedures:** We will advance soundings and/or borings with ATV- or track-mounted equipment in general accordance with local standard procedures for standard penetration tests (SPTs), cone penetration tests (CPTs).

The CPT hydraulically pushes an instrumented cone through the soil while nearly continuous readings are recorded to a portable computer and no soil samples are retrieved during the CPT. A macrocore sampler will be used to collect select soil samples in 5-foot intervals where CPTs are conducted. In addition, we observe and record groundwater levels during drilling and sampling.

During the SPT, four samples are obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-barrel sampling procedures. In the split barrel sampling procedure, a standard 2-inch outer diameter split barrel sampling spoon is driven by a 140-pound automatic hammer falling 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer.

Our engineer on site will prepare field logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

**Property Disturbance:** CPT soundings and macrocore locations will be backfilled with bentonite chips after completing each location and surface cap with cold-patch asphalt or grout to match existing site pavements, when present. We will backfill boreholes with soil after completion and surface cap with cold-patch asphalt or grout to match existing site pavements, when present. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of each borehole. Because backfill material often settles below the surface after a period, we recommend periodically checking and backfilling boreholes, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

## Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require advancing soundings/borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through NC One-Call. We will consult with the Owner/Client regarding potential utilities, or other unmarked underground hazards. Based on the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

We will contract the services of a private utility locator prior to mobilizing to the site. Terracon will not be responsible for damaging private utilities not disclosed to us. Terracon is providing this service to assist the Owner/Client. Fees associated with the additional services are included in our current Scope of Services. Detecting underground utilities depends on the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service does not relieve the Owner of their responsibilities in identifying private underground utilities. Please contact us if additional planning and coordinating should be done before the utility locating is completed.

**Site Access and Safety:** Terracon must be granted access to the site by the Property Owner. By accepting this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services. We plan to have access to the work area during non-holiday, workdays, Monday through Friday,

from sunrise to sunset. Work during night hours, weekends or holidays may require an extra charge.

Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so to reduce the risk of exposure to the coronavirus. The Client agrees to respond quickly to all requests for information made by Consultant related to our pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

### **Laboratory Testing**

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Atterberg limits
- Grain size analysis (percent fines only)
- Standard Proctor
- California Bearing Ratio

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

### **Engineering and Project Delivery**

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report



When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for less-complex projects with no anomalies found at the site.

We will upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services when services are complete. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Sounding/boring logs with field and laboratory data
- Stratification based on visual soil classification and/or normalized CPT behavior
- Groundwater levels observed during and after completing each exploration location
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters <sup>1</sup>
- Estimated foundation settlement <sup>1</sup>
- Recommendations for design and construction of interior floor slabs <sup>1</sup>
- Seismic Site Classification
- Subgrade preparation/earthwork recommendations <sup>1</sup>
- Recommended pavement options and design parameters

1. Terracon reserves the right to provide preliminary recommendations in-lieu of design-level recommendations if site plans, surveys, structure locations, and preliminary grading plans are not available

## Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of reviewing project plans and specifications related to site

preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Testing and Special Inspections:** Our geotechnical engineering recommendations and report relies on our interpretation of soil conditions. This is based on relatively widely-spaced exploration locations. Additionally, we assume construction methods will be performed in a manner sufficient to meet our stated expectations and are consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

**Perform Environmental Assessments:** Our Scope for this project does not include an environmental site assessment intended to identify or quantify potential site contaminants. If the Client/Owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based on our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Private Utility Locate Services, Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting	\$16,100

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Plans and Specifications Review	\$230 / HR	Upon Request
Seasonal High Water Table Evaluation (up to 10 feet deep <sup>1</sup> , \$500 per device for additional)	\$1,800	
<sup>1.</sup> Contact us for revised cost for deeper exploration		

Our Scope of Services does not include services associated with pavement coring, wet ground conditions, or repair of/damage to existing landscape. If such services are desired by the Owner/Client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

### Project Schedule

We developed a schedule to complete the Scope of Services based on our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the proposed locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Business Days <sup>1, 2</sup>
Project Planning	3 days from notice to proceed



<i>GeoReport</i> ® Delivery	Business Days <sup>1, 2</sup>
Site Characterization	20 days from completing site exploration
Geotechnical Engineering	35 days from completing site exploration <sup>3</sup>

1. Upon receipt of your notice to proceed we will activate the schedule component of our *GeoReport*® website with specific, anticipated business days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our *GeoReport*® website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery
3. We will provide draft logs and preliminary design recommendations as feasible and as desired by the design team to expedite the project schedule ahead of delivering the final geotechnical report

**EXHIBIT D – SITE LOCATION**

Statesville Airport New Terminal ■ Statesville, North Carolina  
 October 3, 2022 ■ Terracon Proposal No. P75225190

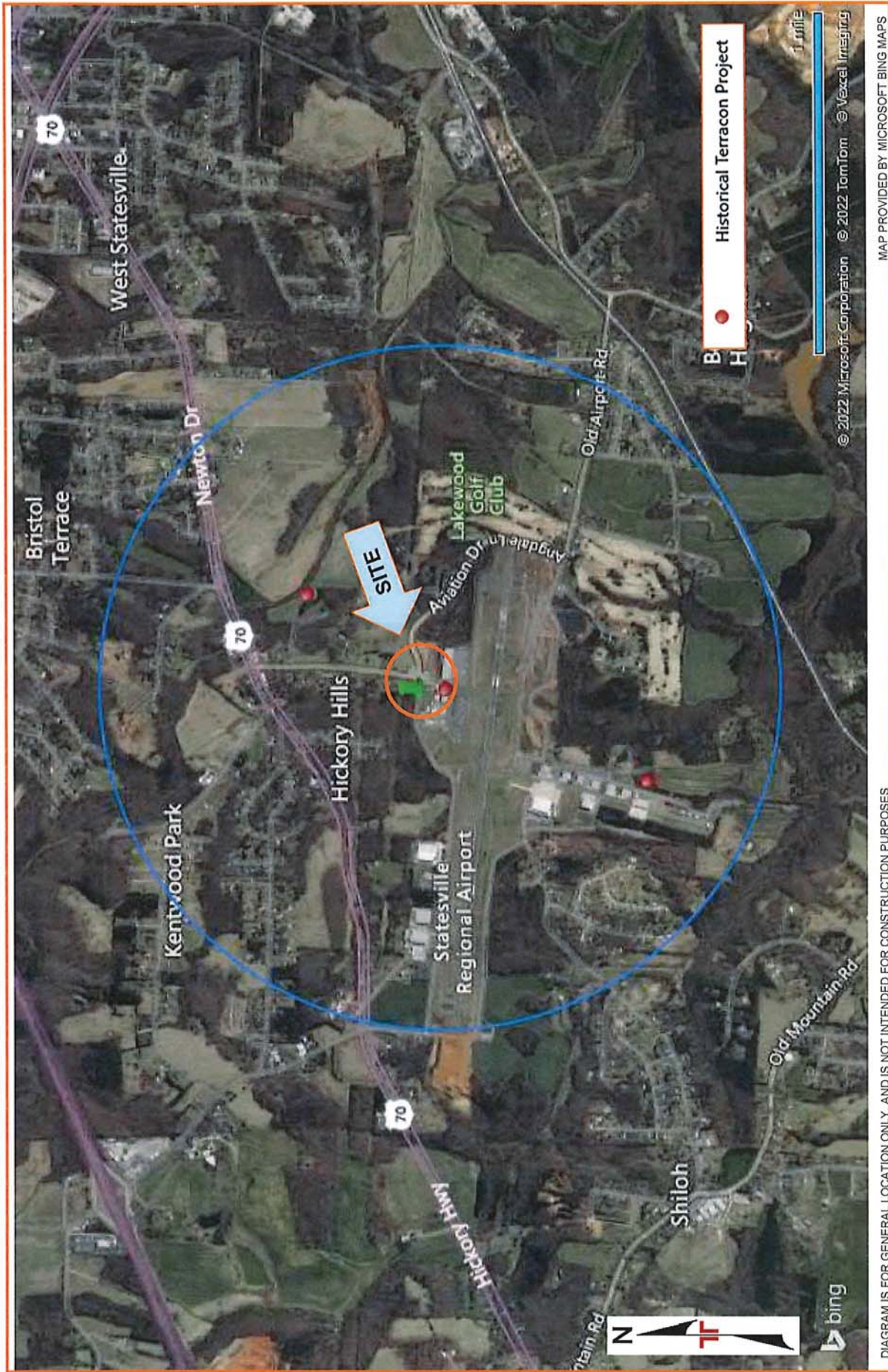
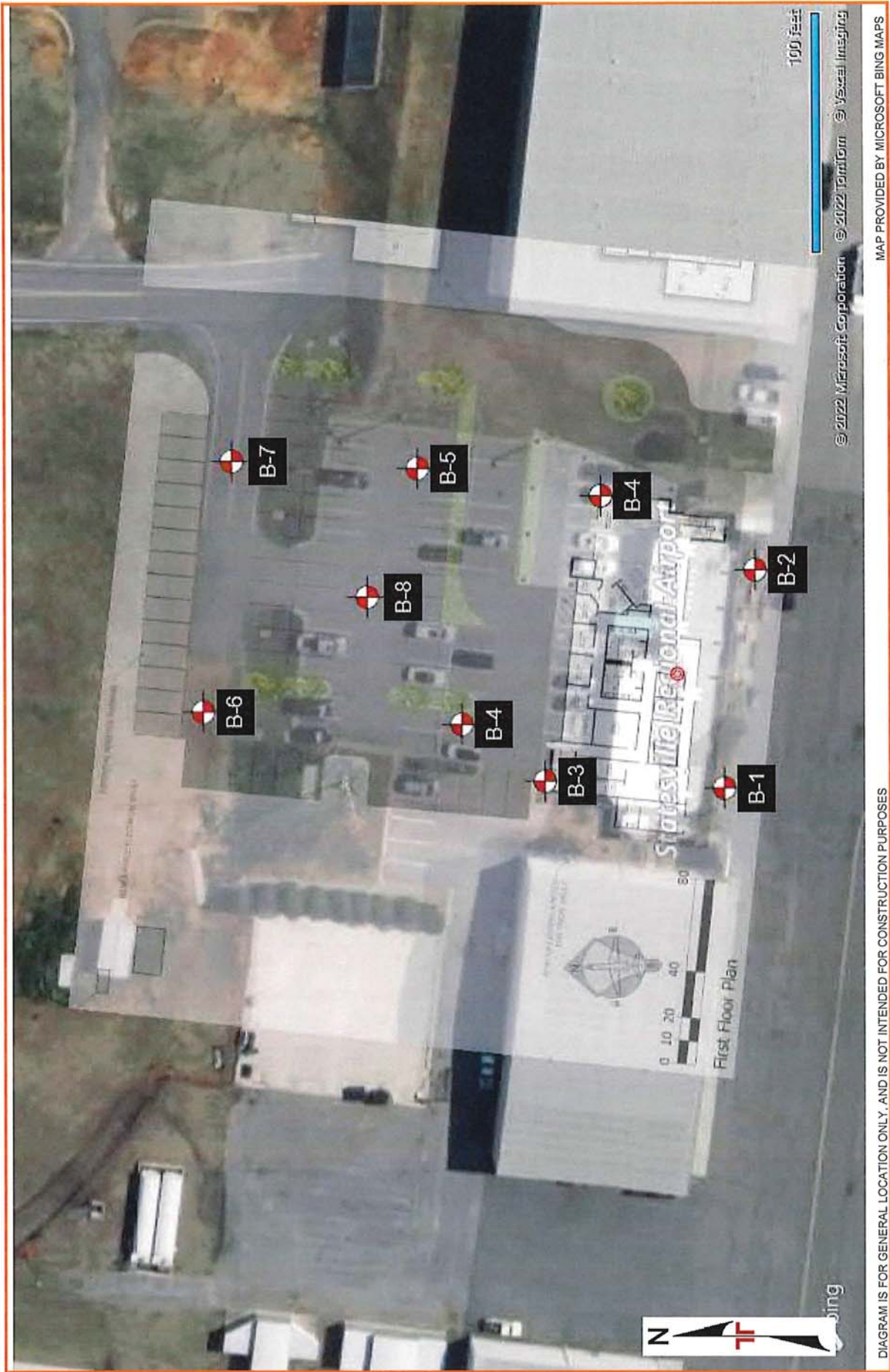


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

**EXHIBIT E -- ANTICIPATED EXPLORATION PLAN**  
Statesville Airport New Terminal ■ Statesville, North Carolina  
October 3, 2022 ■ Terracon Proposal No. P75225190



September 16, 2022

## Exhibit C - Architectural Subconsultant Proposal

Mr. Jeff Kirby  
Sr. Vice President  
Parrish & Partners  
1801 Stanley Road, Suite 315  
Greensboro, NC 27407

**RE: New Terminal Building  
Statesville Regional Airport (SVH)  
Statesville, NC  
Proposal No: 22-000-057**

Dear Mr. Kirby,

Lindsey Architecture appreciates the opportunity to present a proposal for design services for the construction of the new Terminal Building at the Statesville Regional Airport in Statesville, NC. We have structured our proposal to allow for Schematic Design, Design Development and Construction Documents phases to align with anticipated review milestones. The following understanding of the project scope is based on previous conceptual design that we have worked through with you and the airport authority.

The proposed project includes construction of a new approximately 19,350 sqft three-story terminal building. The new terminal building will consist of approximately 14,704 sqft on the first two floors that houses a large, inviting, lobby area along with airport operations and office areas. The 4,647 sqft third floor will be a shell space for a future use.

We have teamed with the firms noted below to provide the scope of services outlined in this proposal. Lindsey Architecture will provide design team project management, architectural design and interior design.

Structural Solutions; Greensboro NC  
Optima Engineering; Charlotte NC

Structural Engineering  
Mechanical, Electrical, Plumbing, and Fire  
Protection

Civil Engineering is not included in this proposal because it is our understanding that it is being contracted separately by the airport/county.

### **Schematic Design (SD) Phase Services:**

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- Review the current schematic floor plans and elevations with the owner to verify the project scope.
- Create a mechanical, electrical, plumbing and fire protection narrative to provide preliminary information on the type of systems planned
- Create a structural narrative to describe the type(s) of structural system expected for the project
- Refine the floor plan to align with the proposed structural system.
- Determine utility sizes required for power, water, and sewer.
- Refine building elevations.
- Create preliminary building sections, wall sections, and associated details.



- Building Code Review.
- Meet with design team and owner to review and approve type of mechanical, electrical, plumbing, and fire protection systems.

## **Design Development (DD) Phase Services:**

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- Continue development of the design documents based on approved site plan, floor plans and overall design concept completed during the SD phase
- Generate (2) interior design finish/color options for presentation to the Owner
  - Furniture selection and procurement is not included but can be provided as an additional service if desired
- Continue coordination with MEP/FP and civil engineers.
- Design Development Phase Meetings:
  - SD cost review meeting
  - (2) design review meetings with the Owner
- Design Development Phase Deliverables:
  - Approximately 60% complete architectural documents to include floor plans, reflected ceiling plans, roof plan, exterior elevations, building sections, wall sections, door and window schedules, life-safety plan/building code summary
  - Approximately 60% complete interior design documents to include finish schedule, key interior elevations
  - Approximately 60% complete structural drawings to include foundation plan, floor and roof framing plans, and section details for primary structural components

## **Construction Document (CD) Phase Services:**

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- Continue refining of the design documents to facilitate completion of documents for use in permitting and trade package bidding
- Continue coordination with MEP/FP and civil engineers
- Construction Document Phase Meetings:
  - DD cost review meeting
  - (2) design review meetings with the Owner
- Construction Document Phase Deliverables:
  - Full set of architectural, interior, structural, mechanical, electrical, plumbing, and fire protection drawings and specifications as required to submit for permitting and facilitate trade package bidding and project construction
  - Architectural and structural BIM models for use in clash detection and coordination

## **Bidding and Permitting Phase Services:**

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- Create a set of documents that can be used to publicly bid, as well as to obtain a building permit.
  - Cost of the review or permit fees are not included.
- Respond to any review comments in a timely manner.
- Assist the Airport Authority in the bidding phase by holding a pre-bid meeting, responding to RFI's, and to receive the bids.
- Review the bids and prepare a recommendation letter.





- Prepare AIA contracts for the apparent low bidder to be executed by the Airport Authority.

**Construction Administration (CA) Phase Services:**

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Construction Administration services are not included. A separate future proposal will be provided for these services.

**Summary of Design Fees**

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Schematic Design Phase	\$ 38,200.00
Design Development Phase	\$ 155,280.00
Construction Document Phase	\$ 174,690.00
Construction Document Phase	\$ 19,410.00
<b>Total Proposed Design Fee</b>	<b>\$ 388,200.00</b>

In addition to specific items noted above, the services indicated below are excluded. Should additional services be required and requested in writing by Parrish & Partners, we will be glad to provide the services and bill in accordance with the attached rate schedule or at a negotiated lump sum additional fee.

- Café / Restaurant design
- Construction staking and support
- Special Inspections
- Construction materials testing
- Security or telecom design
- Civil engineering
- Furniture selection and procurement
- Permit fees or review fees

Reimbursable expenses such as mileage other than to the project site and reproduction costs will be billed per the attached rate schedule. The attached Standard Terms and Conditions shall apply to this proposal. If you agree with the proposed fee and scope of services, please return a signed copy of the proposal for our records or prepare a Professional Services Agreement. Request to commence work prior to receipt of a signed agreement indicates acceptance of agreement as presented.

Thank you again for allowing us to present this proposed fee. We look forward to collaborating with you again and continuing to build our relationship. Please do not hesitate to contact me with any questions or comments.

Sincerely,

Rodney M. Lindsey, AIA, NCARB  
Principal





Reimbursable Expenses Estimate

Exhibit D - Architectural Direct Expenses Estimate

Average Trip Milage 156

	Milage	Meals	Xerox	Mailing	Repro	Description
<b>SD PHASE</b>						
Number	6	6	40	0	30	6 = 2 meetings ea. LA & 2 Consultants
Milage	936					
Unit	Miles	EA	EA	EA	EA	
Rate	\$0.65	\$11.00	\$0.10	\$25.00	\$3.90	
Subtotal	\$608.40	\$66.00	\$4.00	\$0.00	\$117.00	
<b>DD PHASE</b>						
Number	12	12	60	0	50	12 = 4 meetings ea. LA & 2 Consultants
Milage	1,872					
Unit	Miles	EA	EA	EA	EA	
Rate	\$0.65	\$11.00	\$0.10	\$25.00	\$3.90	
Subtotal	\$1,216.80	\$132.00	\$6.00	\$0.00	\$195.00	
<b>CD PHASE</b>						
Number	12	12	60	0	100	12 = 4 meetings ea. LA & 2 Consultants
Milage	132					
Unit	Miles	EA	EA	EA	EA	
Rate	\$0.65	\$11.00	\$0.10	\$25.00	\$3.90	
Subtotal	\$85.80	\$132.00	\$6.00	\$0.00	\$390.00	
<b>Bidding/Permitting PHASE</b>						
Number	9	3	200	0	250	9 = 3 meetings ea. LA & 2 Consultants
Milage	99					
Unit	Miles	EA	EA	EA	EA	
Rate	\$0.65	\$11.00	\$0.10	\$25.00	\$3.90	
Subtotal	\$64.35	\$33.00	\$20.00	\$0.00	\$975.00	
Subtotal	\$1,975.35	\$363.00	\$36.00	\$0.00	\$1,677.00	
TOTAL	\$4,051.35					



PROJECT DESCRIPTION: SVH Terminal Design	DATE PREPARED: 11/4/22
PREPARED BY: Parrish and Partners of North Carolina, PLLC	

**Exhibit E - Professional Services Fee Summary**

**Basic Services**

**1 Preliminary Design - Schematic Architectural Design/30% Civil Design**

SubTotal: \$66,954.00

**2 Final Design - Prepare 60% and 100% Plans**

SubTotal: \$388,253.00

**3 Bidding Services**

SubTotal: \$33,575.00

**Special Services**

**4 Project Management/Grant Services**

SubTotal: \$12,683.00

**5 NEPA Coordination**

SubTotal: \$7,688.00

**6 Pre-Design Surveying and Geotechnical Investigation Services**

SubTotal: \$34,764.00

**7 Permitting Coordination**

SubTotal: \$8,349.00

<b>Total</b>	<b>\$518,691.00</b>
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<b>Total WA No. 21 Amount</b>	<b>\$518,691.00</b>
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**CONSENT**  
**CITY COUNCIL ACTION REQUEST**

**TO:** Ron Smith, City Manager  
**FROM:** Sherry Ashley, Planning Director  
**DATE:** November 9, 2022

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**ACTION NEEDED ON:** November 21, 2022  
(Date of Council Meeting)

**COUNCIL ACTION REQUESTED:**

**Consider approving a Resolution directing the City Clerk to Investigate a Petition of Annexation for AX22-15, Parcel #4743-87-3668, Fulton BSH SVNC II LLC (Storage Sense Expansion) property; Receive the City Clerk’s Certificate of Sufficiency; Consider approving a Resolution setting a date of December 5, 2022, for a Public Hearing for the petition for Annexation**

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**1. Summary of Information:** The property being considered for annexation has been submitted by Lisa Valdez of Pope McMilan, P. A. on behalf of Fulton BSH SVNC II LLC. The 2.585-acre parcel is requested for annexation and is located at 1446 N Barkley Road (see *attached Location Map*).

The parcel is currently zoned CU HI (Conditional Use High Industrial District) (see attached Zoning & Utilities Map). This property is primarily undeveloped; however, the self-storage facility, Storage Sense, at 1444 N Barkley Road, plans to expand onto this property (see attached GIS Aerial Photo Map, Boundary Survey and Site Photos).

The parcel is in the city’s Extra Territorial Jurisdiction (ETJ) and is contiguous to the primary corporate limits.

**2. Previous Council or Relevant Actions:** This property was rezoned from R-10 (Low Density Residential) District to HI CU (Heavy Industrial Conditional Use) District to allow mini warehouses on February 4, 2008 (ZC07-28). The conditions are as follows:

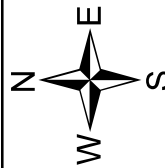
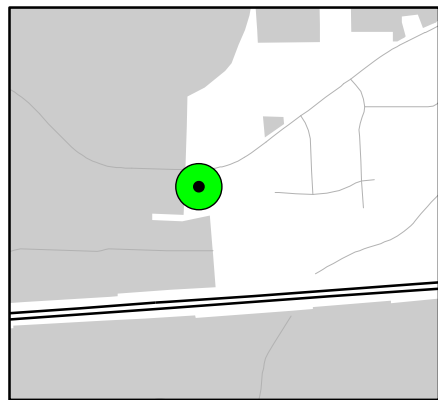
- The use be limited to mini warehouses
- Any outdoor storage should be screened and located to the rear of the property
- Future right-of-way for N. Barkley Road be dedicated per the Thoroughfare Plan
- Voluntary annexation

**3. Budget/Funding Implications:** The current total taxable value of the subject parcel is approximately \$162,210. City of Statesville will provide electric, sewer and water services (see attached Zoning & Utilities Map). The city will need to provide fire, and police services as requested.

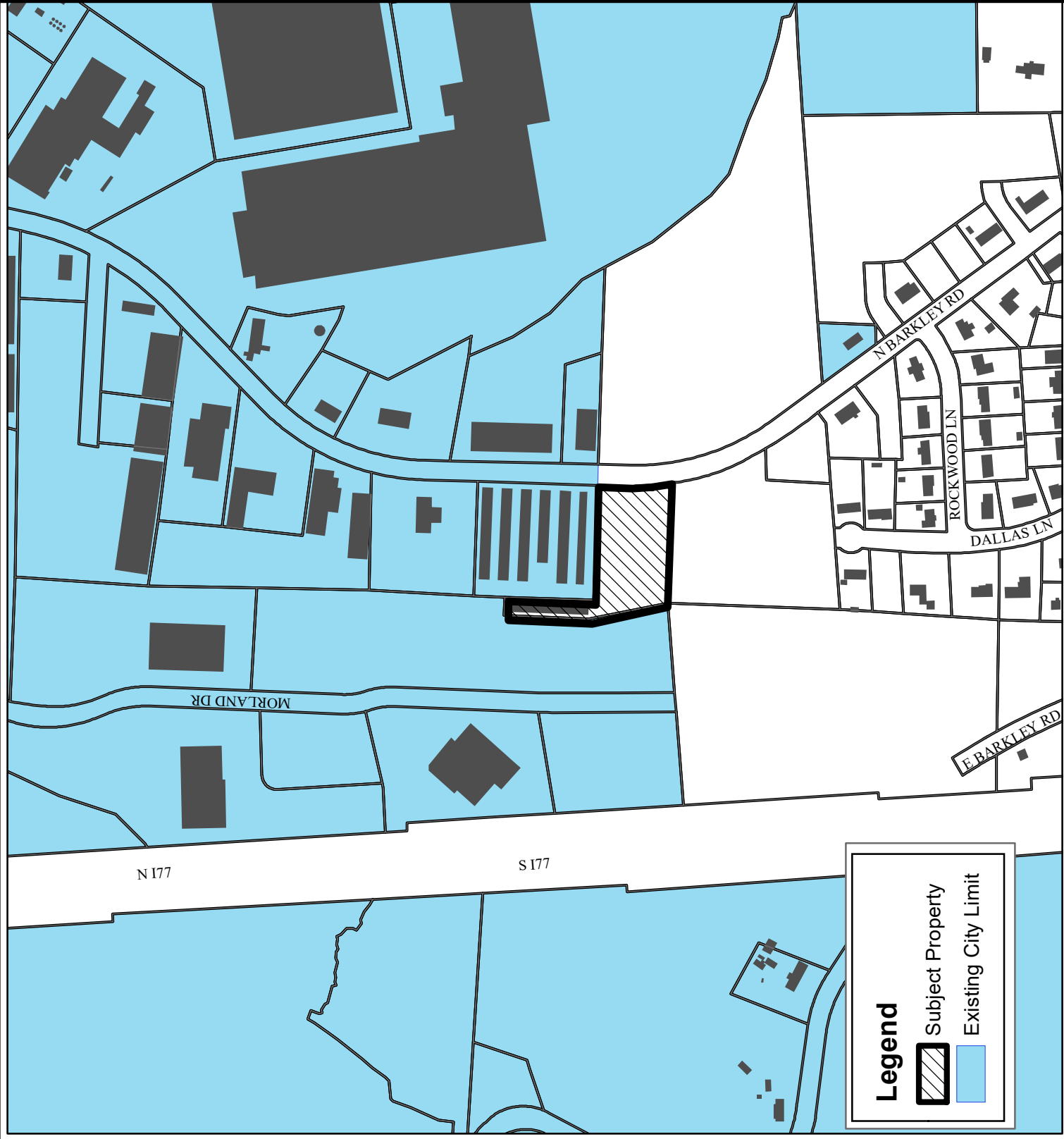
4. **Consequences for Not Acting:** Without annexation the city would not collect property taxes.
5. **Department Recommendation:** The department recommends approving the resolutions to set a date of December 5, 2022, for a public hearing on this annexation request.
6. **Manager Comments:** Concur with the department's recommendation.
7. **Next Steps:** Advertise for the public hearing.
8. **Attachments:**
  1. Location Map
  2. GIS Aerial Photo Map
  3. Boundary Survey
  4. Site Photos
  5. Zoning & Utilities Map
  6. Resolution Directing the Clerk to Investigate
  7. Certificate of Sufficiency
  8. Resolution to Set Public Hearing

**City of Statesville  
Planning Department**



Fulton BSH SVNC III LLC Property  
AX22-15  
PIN # 4743-87-3668



1 inch = 416.666667 feet



**Legend**

-  Subject Property
-  Existing City Limit



Case No. AX22-15 Fulton BSH SVNC II LLC Property (1446 N Barkley Road)  
Aerial Photo Map – PIN # 4743-87-3668



**SURVEY DRAWING**

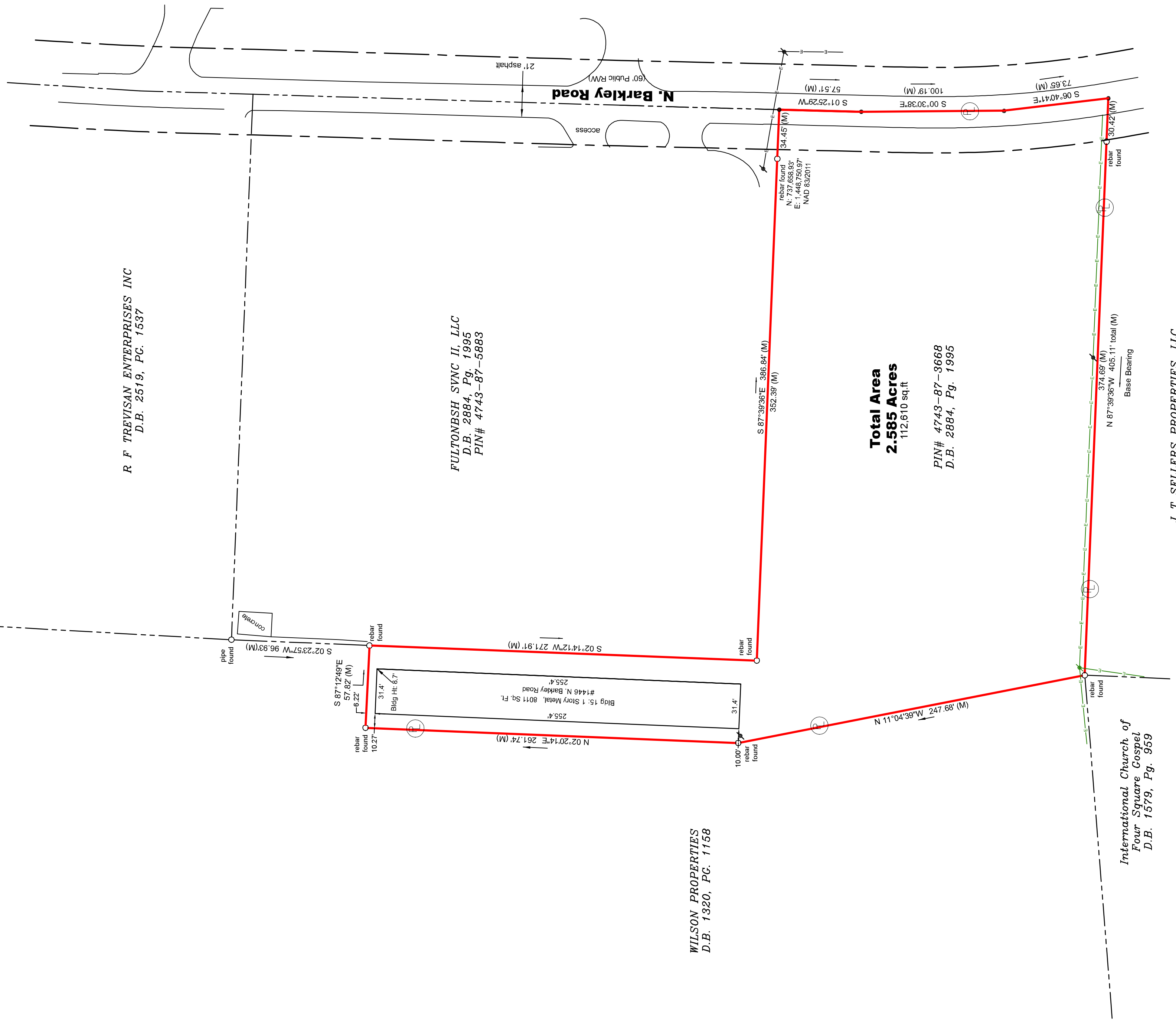
**LAND AREA**

**Total Area**  
2.585 Acres  
112,610 sq.ft

**9 LEGEND**

- REBAR FOUND UNLESS NOTED
- COMPUTED POINT
- FLAG POLE
- ♿ HANDICAP PARKING
- CONCRETE
- /○ MORE OR LESS
- ▬ RAILROAD TRACK
- FENCE
- (N.T.S.) NOT TO SCALE
- ⊕ CENTERLINE
- (M) MEASURED CALL
- (R) RECORD CALL
- TELEPHONE PAD
- UTILITY POLE
- FIRE VALVE
- GAS METER
- ELECTRIC METER
- ELECTRIC CONTROL CABINET
- LIGHT POLE
- ELECTRIC TRANSFORMER
- OVERHEAD ELECTRIC LINES
- BUILDING SETBACK LINE
- EASEMENT LINE

Approved CDS Surveyor  
**David B. Jordan**  
&  
**Associates, PLLC**  
592 Bowles Farm Road  
Statesville, N.C. 28625  
704-976-6956  
Firm# P-2397



**Total Area**  
2.585 Acres  
112,610 sq.ft

PIN# 4743-87-3668  
D.B. 2884, Pg. 1995

J T SELLERS PROPERTIES, LLC  
D.B. 1621, Pg. 1332

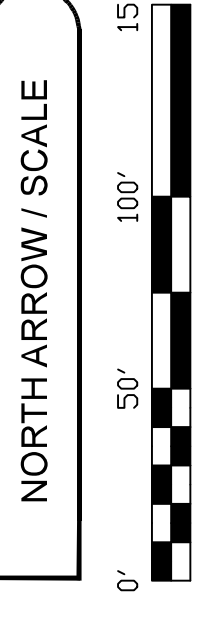
R F TRIVISAN ENTERPRISES INC  
D.B. 2519, Pg. 1537

FULTONBSH SVNC II, LLC  
D.B. 2884, Pg. 1995  
PIN# 4743-87-5883

WILSON PROPERTIES  
D.B. 1320, Pg. 1158

International Church of  
Four Square Gospel  
D.B. 1579, Pg. 369

SCALE : 1" = 50'



**Boundary Survey**

This Work Coordinated By:  
**COMMERCIAL DUE DILIGENCE SERVICES**  
3350 W. Robinson Street, Third Floor  
Norman, Oklahoma 73072  
Office: 405.253.2444  
Toll Free: 800.767.7832

Drawn By:	D.A.J.	Date:	
Surveyor Ref No:	211118	Revision:	
Approved By:	D.B.J.	Date:	
Field Date:	11-29-21	Revision:	
Scale:	1" = 50'	Date:	

**Prepared For:**  
Barclays Capital Real Estate Inc, a Delaware corporation, together with its successors and/or assigns; (i) Fultonbsh Svnc II, LLC and Fultonbsh Svnc II, LLC, such as Delaware Limited Liability Companies, (ii) Zomair PC Investment Advisors LLC, and (iii) BSH Partners, LLC; (iv) CRE Investment Advisors LLC; and (v) Babel, Callard, Clements & Zomair PC First American Title Insurance Company and Commercial Due Diligence Services

**Client Ref. No.:**

**PROJECT ADDRESS**  
#1421, 1444, & 1446  
N Barkley Rd, Statesville, NC

**Project Name:**  
AM-Clay Line Cap, Statesville Mini Storage-Boundary Survey

**CDS Project Number:**  
22-09-0106

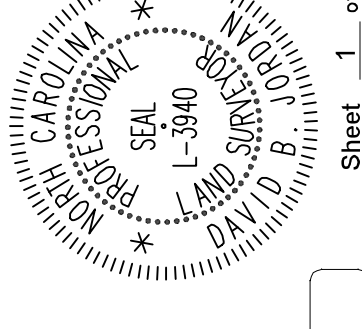
**Notice:**  
This survey was prepared without the benefit of a title abstract and is made subject to any discrepancies which may be disclosed by a thorough and accurate title search.

All Areas shown are by Coordinate Computation Method. All distances shown are horizontal ground distances.

I, David B. Jordan, certify that this job was drawn under my supervision from an actual survey performed under my supervision (detailed description recorded in Book 2884, page 1995); that the boundaries not surveyed are clearly indicated as drawn from information in Book No. Page No. Positioning System (GPS) survey and the following information was used to perform the GPS (GNSS) if dual constellations are used) survey:  
Positioning accuracy 95%+  
Type of GPS field procedure: RTK networks  
Date of survey: NAD 83/2011 epoch 2010  
Published/fixed-control use: NCGS CORS Network  
Geoid model: geoid12  
Units: US Survey feet  
Unless US Survey feet

Witness my original signature and seal this the 3rd day of October, 2022

*David B. Jordan*  
David B. Jordan  
P.L.S. #3940

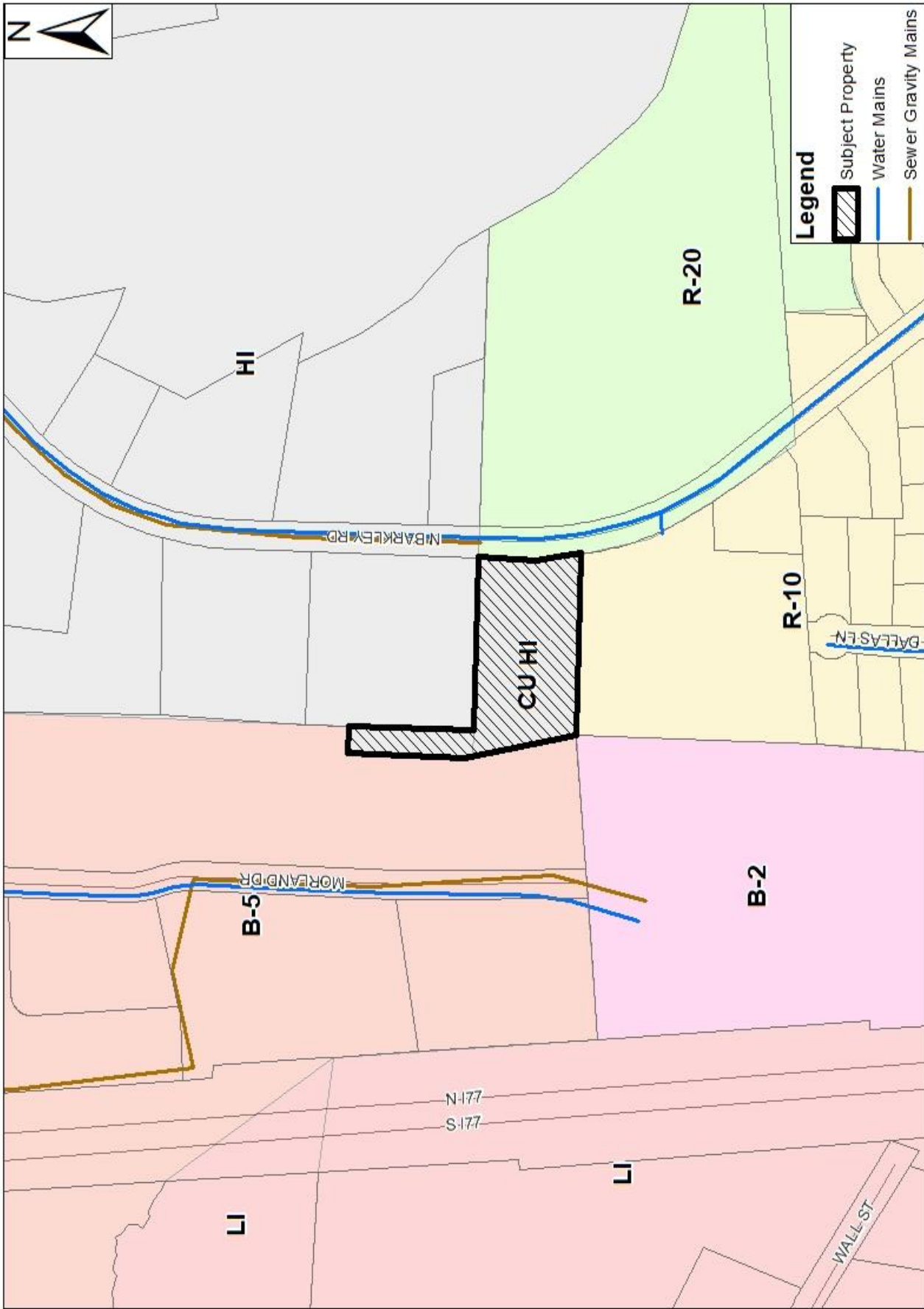




Site Photos – AX22-15 Fulton BSH SVNC II LLC Property  
PIN #4743-87-3668 (1446 N Barkley Road)



View of the subject parcel



Case No. AX22-15 Fulton BSH SVNC II LLC Property  
 Current Zoning & Utilities Map – PIN # 4743-87-3668

RESOLUTION \_\_\_\_\_

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

**Case No. AX22-15  
Fulton BSH SVNC II LLC Property/Storage Sense  
Parcel #4743-87-3668**

WHEREAS, a petition requesting annexation of the area described in said petition has been received on July 7, 2022 by the City Council; and

WHEREAS, G. S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

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

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

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

Adopted this 21<sup>st</sup> day of November 2022.

S - E - A - L

CITY OF STATESVILLE

By: \_\_\_\_\_  
Constantine H. Kutteh, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Fugett, City Clerk

**CERTIFICATE OF SUFFICIENCY**

**Case No. AX22-15  
Fulton BSH SVNC II LLC Property/Storage Sense  
Parcel #4743-87-3668**

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

I, Brenda Fugett, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Statesville, this 21<sup>st</sup> day of November 2022.

**S-E-A-L**

\_\_\_\_\_  
Brenda Fugett, City Clerk

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

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

**AX22-15**

**Fulton BSH SVNC II LLC Property/Storage Sense - Parcel #4747-87-3668**

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

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

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

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

Section 1. That a public hearing on the question of annexation of the contiguous area described herein will be held in the Council Chambers of the Statesville City Hall at 7:00 o'clock p.m. on the 5<sup>th</sup> day of December 2022.

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

**Description**

All that tract or parcel of land lying and being in Iredell County, North Carolina and being more particularly described as follows:

BEGINNING at a rebar found, said rebar being the Southwest corner of properties now or formerly owned by Fultonbsh Svnc II (Deed Book 2884, page 1995, ICR); thence running from said beginning point, South 87° 39' 36" East 386.84 feet, passing through a rebar found at 352.39 feet, to a computed point located in N. Barkley Road; thence running with N. Barkley Road, South 01° 25' 29" West 57.51 feet to a computed point, South 00° 30' 38" East 100.19 feet to a computed point, and South 06° 40' 41" East 73.65 feet to a computed point; thence leaving N. Barkley Road and running with the North boundary line of properties now or formerly owned by J T Sellers Properties, LLC (Deed Book 1621, page 1352, ICR), North 87° 39' 36" West 405.11 feet, passing through a rebar found at 30.42 feet, to a rebar found in the common corner of properties now or formerly owned by J T Sellers Properties, LLC (Deed Book 1621, page 1352, ICR), International Church of Four Square Gospel (Deed Book 1579, page 959, ICR), and Wilson Properties (Deed Book 1320, page 1158); thence running with the line of properties now or formerly owned by Wilson Properties (Deed Book 1320, page 1158, ICR), North 11° 04' 39" West 247.68 feet to a rebar found; thence continuing with Wilson Properties line (Deed Book 1320, page 1158), North 02° 20' 14" East 261.74 feet to a rebar found; thence with a new line, South 87° 12' 49" East 57.82 feet to a rebar found in the western line of properties now or formerly owned by Fultonbsh Svnc II, LLC; thence with the Fultonbsh Sync II, LLC line South 02° 14' 12" West 271.91 feet to the point of BEGINNING, containing 2.585 acres, more or less, according to survey of David B. Jordan & Associates, PLLC.

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

Adopted this 21<sup>st</sup> day of November 2022.

CITY OF STATESVILLE

ATTEST:

By: \_\_\_\_\_  
Constantine H. Kutteh, Mayor

\_\_\_\_\_  
Brenda Fugett, City Clerk

**CONSENT**  
**CITY COUNCIL ACTION REQUEST**

**TO:** Ron Smith, City Manager  
**FROM:** Sherry Ashley, Planning Director  
**DATE:** November 9, 2022

---

**ACTION NEEDED ON:** November 21, 2022  
(Date of Council Meeting)

**COUNCIL ACTION REQUESTED:**

**Consider approving a Resolution directing the City Clerk to Investigate a Petition of Annexation for AX22-17, PIN #4733-87-3355, Joseph Scott Duncan property; Receive the City Clerk’s Certificate of Sufficiency; Consider approving a Resolution setting the date of December 5, 2022, for a Public Hearing for the Petition of Annexation.**

---

**1. Summary of Information:** The property being considered for annexation has been submitted by Joseph S. Duncan. The .273-acre parcel is requested for annexation and is located at 128 Wallace Springs Rd (*see attached Location Map*).

The parcel is currently zoned R-5MFM (High Density Multi-Family/Manufactured Housing Residential) District (*see attached Zoning & Utilities Map*). There is a single-family home located on the property (*see attached GIS Aerial Photo Map, Boundary Survey and Site Photos*).

The parcel is in the city’s Extra Territorial Jurisdiction (ETJ) and is contiguous to the primary corporate limits. The property has existing city water at outside rates, and electric utilities. The applicant requests voluntary annexation to utilize City sewer.

**2. Previous Council or Relevant Actions:** City Council approved an emergency sewer connection request due to a failing septic system contingent upon annexation on November 7, 2022.

**3. Budget/Funding Implications:** The current total taxable value of the subject parcel is approximately \$99,360. The property has existing city water at outside rates, and city electric utilities. Sewer is available (*see attached Zoning & Utilities Map*). The city will need to provide sanitation, fire, and police services as requested.

**4. Consequences for Not Acting:** Without annexation the city would not collect property taxes.

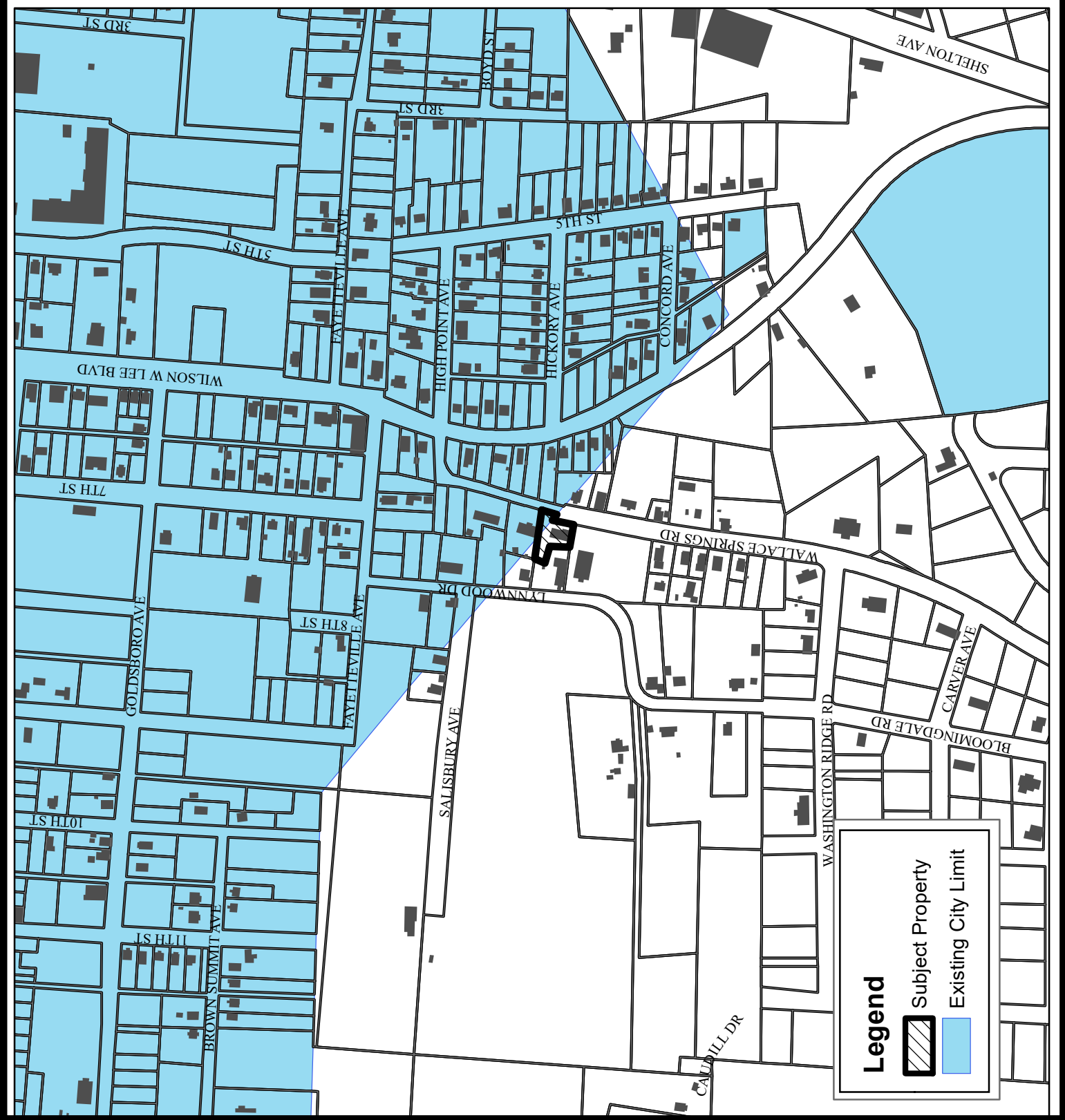
**5. Department Recommendation:** The department recommends approving the resolutions to set a date of December 5, 2022, for a public hearing on this annexation request.

**6. Manager Comments:** Concur with the department's recommendation.



**7. Next Steps:** Advertise for the public hearing.

**8. Attachments:**

1. Location Map
2. Zoning & Utilities Map
3. GIS Aerial Photo Map
4. Boundary Survey
5. Site Photos
6. Resolution Directing the Clerk to Investigate
7. Certificate of Sufficiency
8. Resolution to Set Public Hearing

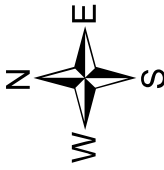
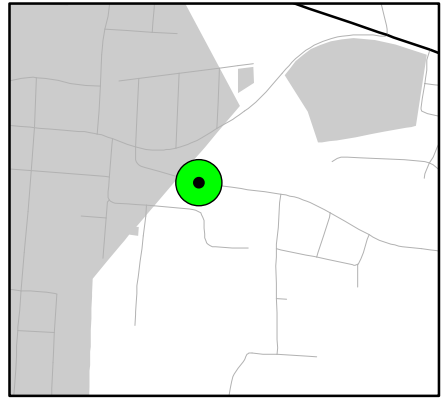


**Legend**

-  Subject Property
-  Existing City Limit

**City of Statesville  
Planning Department**

Duncan Property  
AX22-17  
PIN # 4733-87-3355



1 inch = 416.666667 feet





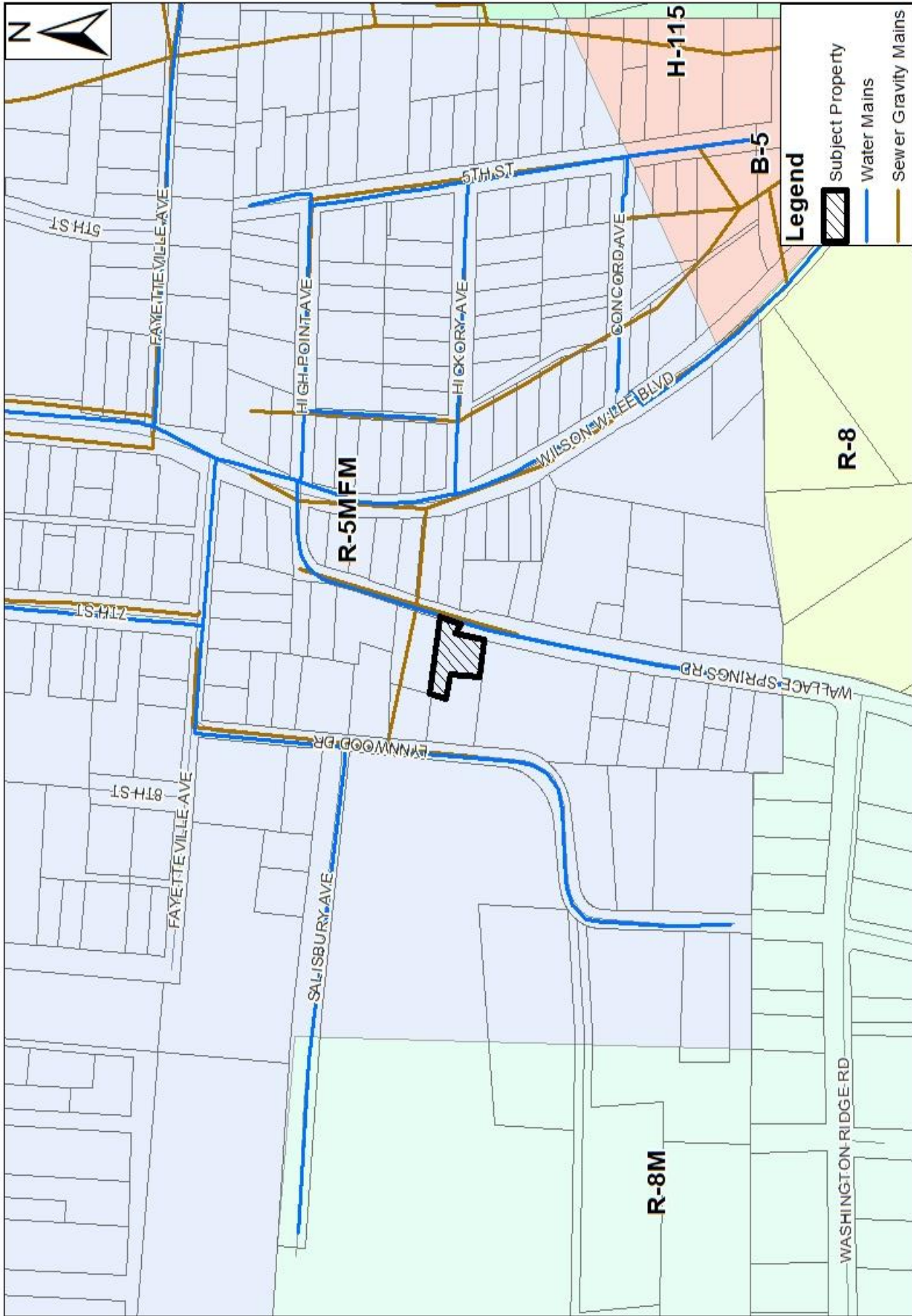
Case No. AX22-17 Duncan Property (128 Wallace Springs Rd)  
Aerial Photo Map – PIN # 4733-87-3355



Site Photos – AX22-17 Duncan Property  
PIN #4733-87-3355 (128 Wallace Springs Road)



View of the subject parcel



Case No. AX22-17 Duncan Property  
 Current Zoning & Utilities Map – PIN # 4733-87-3355

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

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

**Case No. AX22-17  
Joseph S. Duncan Property/128 Wallace Springs Road  
Parcel #4733-87-3355**

WHEREAS, a petition requesting annexation of the area described in said petition has been received on October 25, 2022 by the City Council; and

WHEREAS, G. S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

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

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

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

Adopted this 21<sup>st</sup> day of November 2022.

S - E - A - L

CITY OF STATESVILLE

By: \_\_\_\_\_  
Constantine H. Kutteh, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Fugett, City Clerk

**CERTIFICATE OF SUFFICIENCY**

**Case No. AX22-17  
Joseph S. Duncan Property/128 Wallace Springs Road  
Parcel #4733-87-3355**

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

I, Brenda Fugett, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Statesville, this 21<sup>st</sup> day of November 2022.

S-E-A-L

\_\_\_\_\_  
Brenda Fugett, City Clerk

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

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

**AX22-17  
Joseph S. Duncan Property/128 Wallace Springs Road  
Parcel #4733-87-3355**

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

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

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

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

Section 1. That a public hearing on the question of annexation of the contiguous area described herein will be held in the Council Chambers of the Statesville City Hall at 7:00 o'clock p.m. on the 5<sup>th</sup> day of December 2022.

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

**Description**

All that tract or parcel of land lying and being in Iredell County, North Carolina and being more particularly described as follows:

Beginning at an iron, Loge Sherrill's Southeast corner of Wallace Springs Road, and running with Sherrill's line, North 80 Deg. 35 Min. West 81.5 Feet to an Iron, Gray's Chapel corner in the Sherrill Line, thence with Gray's Chapel Church's line, North 7 Deg. 20 Min. East 50 feet to an iron; thence still with Gray's Chapel Church's line North 7 deg. 20 min. East 50 feet to an iron; thence still with Gray's Chapel's line, North 80 deg. 35 min. West 61.5 feet to an iron in Isodore Wallace Line; thence with Isidore Wallace's Line South 80 Deg. 54 Min. Est 155.7 Feet to an Iron in the West Edge of the Wallace Springs Road South 15 Deg. 55 Min. North 100 feet to the Point of Beginning, containing 11865 Square Feet, More or less.

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

Adopted this 21<sup>st</sup> day of November 2022.

ATTEST:

CITY OF STATESVILLE

\_\_\_\_\_  
Brenda Fugett, City Clerk

By: \_\_\_\_\_  
Constantine H. Kutteh, Mayor

## **CITY COUNCIL ACTION REQUEST**

**TO:** Ron Smith, City Manager  
**FROM:** Sherry Ashley, Planning Director  
**DATE:** September 7, 2022

---

**ACTION NEEDED ON:** November 21, 2022  
(Date of Council Meeting)

### **COUNCIL ACTION REQUESTED:**

**Receive a progress report on 522 Stockton Street. 2<sup>nd</sup> reading of the ordinance to demolish the dwelling was postponed for another 60 days at the September 09, 2022 Council meeting, to give the owner more time to bring the dwelling into compliance with minimum housing code.**

---

- 1. Summary of Information:** The structure appears to have been smashed by a tree and is collapsing. More than half of the roof is collapsed. There is significant structural damage. The back of the house is unsecure and open to all the elements. The front right window and window frame is gone, leaving a large gaping hole. With that hole and the large open back area, it could make this dwelling very expensive to board. There is significant rot and several holes in the structure. The inside is filled with trash and junk. The tax value of the dwelling is \$49,660. The estimated costs to attempt to repair the structure are greater than \$28,000. That includes a roof replacement of approximately \$14,000 (shingles, rafters, and sheathing). There are at least eight windows that need to be replaced and will cost approximately \$6,000. The porch will need to be re-constructed which will cost approximately \$8,000. The cost of repairs exceeds the 50% requirement and is, therefore, eligible for demolition.
  
- 2. Previous Council or Relevant Actions:** The City hired Benfield Lawn and Landscape to clean up the property at a cost of \$1,500. Council heard this case on December 7, 2020 and voted for the city to pursue foreclosure instead of demolition. The property went to foreclosure sale and the owner paid the taxes, liens, and attorney/court cost. Only current 2021 taxes are due in the amount of \$823.49. Council postponed this request at the September 30<sup>th</sup> meeting until October 18, 2021. Council postponed the hearing at the October 18, 2021 meeting due to the property being sold to a new owner. Council conducted the public hearing and passed the first reading on January 10, 2022 and directed staff to pursue enforcement of the minimum housing code with the new owner(s). A courtesy inspection letter to begin enforcement of the minimum housing code was sent out on January 12, 2022 and staff has attempted on several occasions to contact the owner with no response. The new owners Matthew and Emily Rand came to the February 7, 2022 city council meeting and requested delay of 2<sup>nd</sup> reading to clean up the trash and debris on the property. Council postponed second reading until March 21, 2022. As of March 9, 2022 the clean-up has not been completed see attached 3-9-2022 photo. At the time the Council Action Request was due, the owner had made no progress on the site. I contacted the Rands and told them that my recommendation to Council was going to be to approve 2<sup>nd</sup>



reading to demolish and I also requested a renovation schedule. I received an e-mail stating the property had been cleaned in the front and taken care of the weeds and overgrown shrubbery but did not receive a renovation schedule.

The 2<sup>nd</sup> reading was postponed at the March 21, 2022 meeting until July. Mayor Kutteh stated that Council cannot keep babysitting this. The owner needs to submit a schedule of improvements. The owner of the property stated that his next step is to remove the trees, fix the roof and other items. Their timeline to rehab the whole thing is 9 months and Council should see significant improvement in 5 months. Council member Staford said that the property needs to be secured with the existing fencing that can be put back up. I received an email from Mr. Rand on April 10, 2022 stating that their schedule for May was to fix the foundation, roof, and all of the structural issues in the front, repairing all of the holes and damaged wood. Photos taken on June 23, 2022 and July 5, 2022 (see attached) indicate that there have been workers on-site. The trees have been removed. A gravel driveway has been installed, some debris/construction materials have been placed in a dumpster, the front window has been boarded and the property has been cleaned up around the foundation. A portion of the brick foundation has been removed.

On July 18, 2022 Council postponed the 2<sup>nd</sup> reading for 60 days. As of September 6, 2022, the owner has put in new windows, started framing the porch roof and has begun work on the roof.

At their September 19, 2022 meeting, Council postponed the 2<sup>nd</sup> reading for another 60 days.

3. **Budget/Funding Implications:** The total amount paid by the previous owner is \$3,547.05 (\$1750 liens and \$1,797.05 attorney/court cost). Taxes for 2021 have been paid.
4. **Consequences for Not Acting:** This dwelling will continue to attract vagrants and continue to deteriorate if not renovated and brought into compliance with the minimum housing code.
5. **Department Recommendation:** Staff's recommendation is to deny 2<sup>nd</sup> reading of an ordinance to condemn and demolish the dwelling and any accessory buildings located at 522 Stockton Street due to the progress being made to renovate the house.
6. **Manager Comments:**
7. **Next Steps:** Staff will monitor for continued compliance.
8. **Attachments:**
  1. 522 Stockton Street Photos original, 12-22-20 and 3-9-2021
  2. Revised Ordinance
  3. 2020 Housing Inventory Map
  4. Photos taken 6-23-2022
  5. Photos taken 7-5-2022
  6. Photos taken 9-6-2022

## **CITY COUNCIL ACTION REQUEST**

**TO:** Ron Smith, City Manager  
**FROM:** Sherry Ashley, Planning Director  
**DATE:** November 9, 2022

---

**ACTION NEEDED ON:** November 21, 2022  
(Date of Council Meeting)

### **COUNCIL ACTION REQUESTED:**

**Conduct a public hearing and consider approving first reading of an ordinance, AX22-06, to annex the property located on East Greenbriar Road, PIN #4754-23-6335, CL Sharpe Heirs & Bettye Tull Property/Greenbriar Ridge.**

---

**1. Summary of Information:** The property being considered for annexation has been submitted by Merrick & Co. (applicant) on behalf of CL Sharpe Heirs & Bettye Tull (owner), and residential developer D.R. Horton, Inc. The 87.39-acre parcel is requested for annexation and is located on East Greenbriar Road (see attached Location Map).

This petition is a companion to rezoning case # ZC22-03 Greenbriar Ridge Subdivision. The property is mainly wooded, with the remnants of an existing home and outbuilding on the property that will require demolition permits (see attached GIS Aerial Photo Map, Boundary Survey and Site Photos). The public hearing for the rezoning request to R-8 CZ Cluster Subdivision (Medium Density Single-Family Residential Conditional Zoning) District was held at the May 2, 2022 Council meeting (see attached Current Zoning & Utilities Map).

The parcel is contiguous to the primary corporate limits of the City of Statesville and the applicant requests voluntary annexation to utilize City utilities.

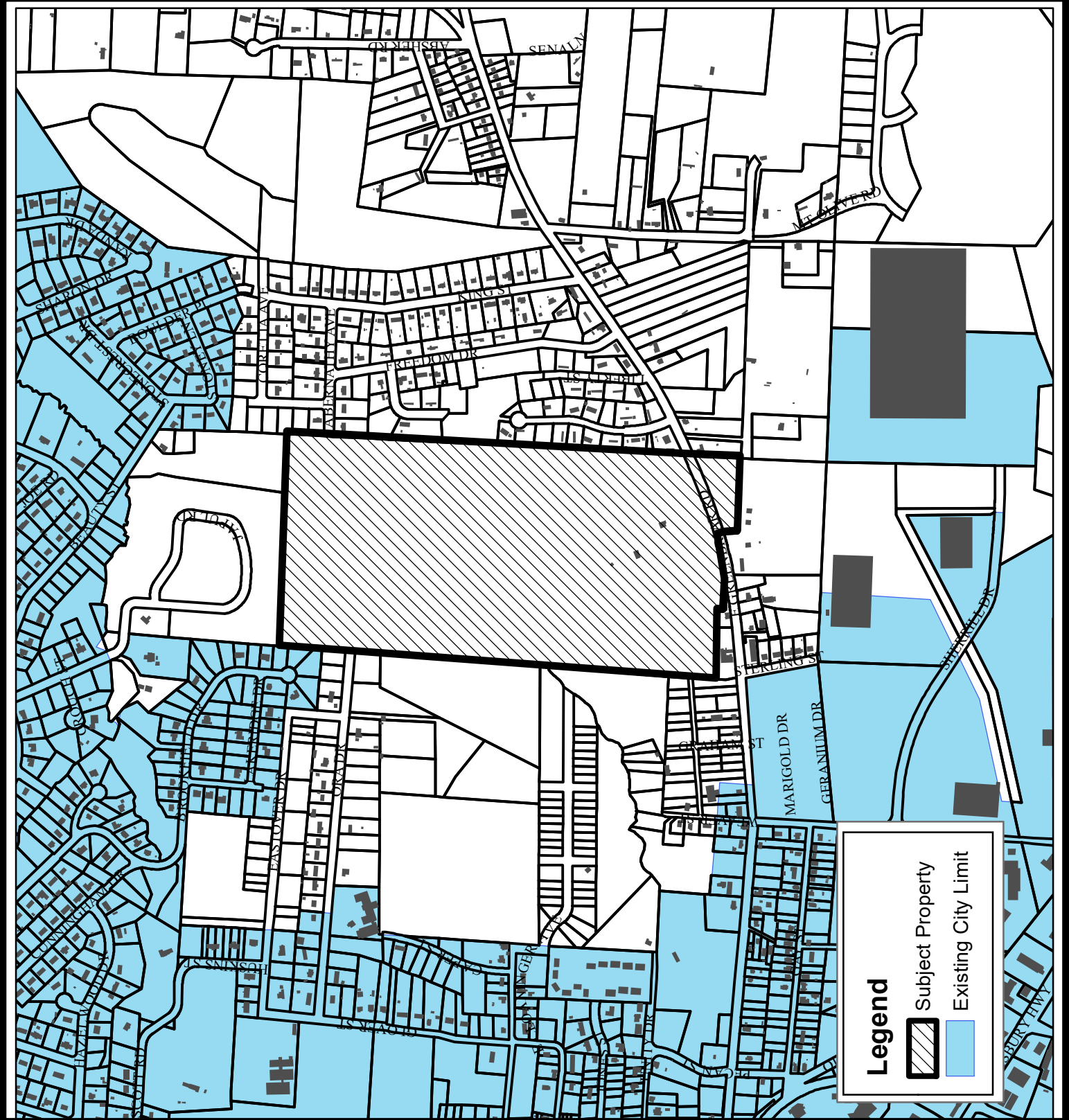
**2. Previous Council or Relevant Actions:** The rezoning received a favorable planning board recommendation on March 22, 2022 and was approved by Council on October 3, 2022.

**3. Budget/Funding Implications:** The current total taxable value of the subject parcel is approximately \$460,610. The applicant estimates that the current tax value plus estimated costs of land development construction is \$17.5 million. City water, sewer and electrical service is available (see attached Current Zoning/Utilities Map). The city will need to provide sanitation, fire, and police services as requested.



**4. Consequences for Not Acting:** Without annexation the city would not be able to collect property taxes.

**5. Department Recommendation:** The department recommends passing the first reading of the ordinance to annex the subject property located on East Greenbriar Road.

6. **Manager Comments:** Concur with the department's recommendation.
7. **Next Steps:** If approved, the second reading will be on December 5, 2022.
8. **Attachments:**
  1. Location Map
  2. GIS Aerial Photo Map
  3. Boundary Survey
  4. Site Photos
  5. Current Zoning & Utilities Map
  6. Ordinance

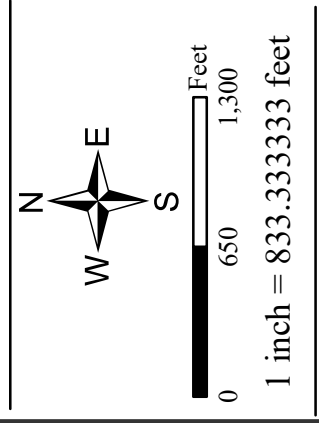
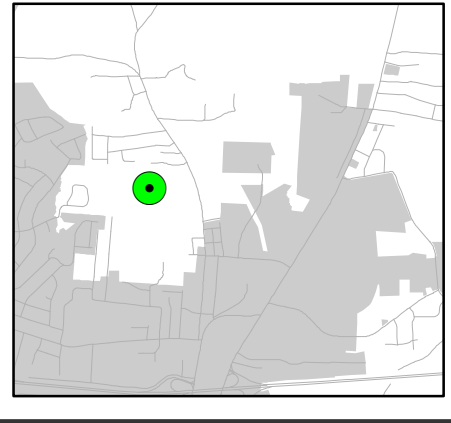


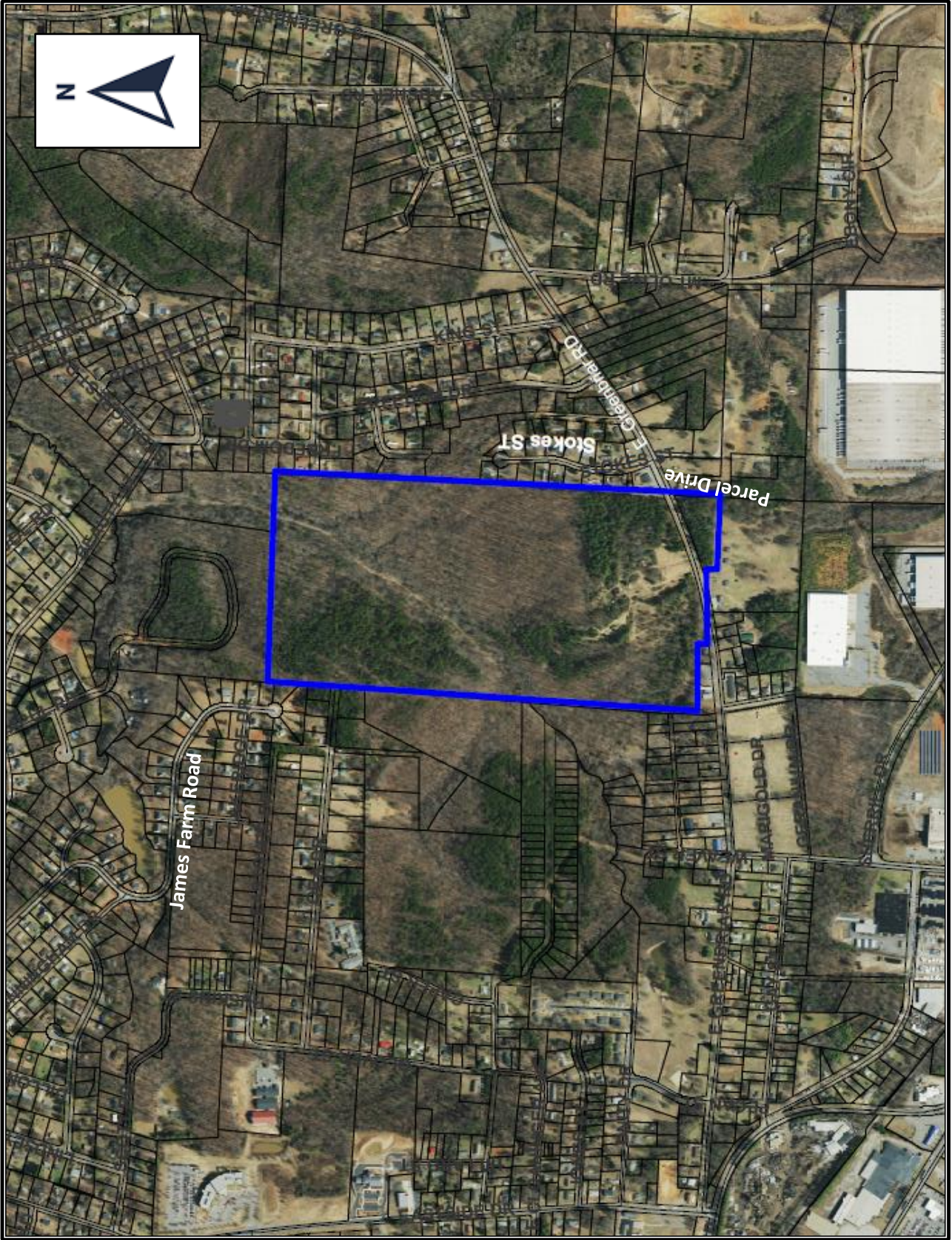
**Legend**

-  Subject Property
-  Existing City Limit

**City of Statesville  
Planning Department**

C L Sharpe Heirs &  
Tull Property  
AX22-06  
PIN # 4754-23-6335





Case No. AX22-06 CL Sharpe Heirs & Tull Property  
Aerial Photo Map – PIN # 4754-23-6335



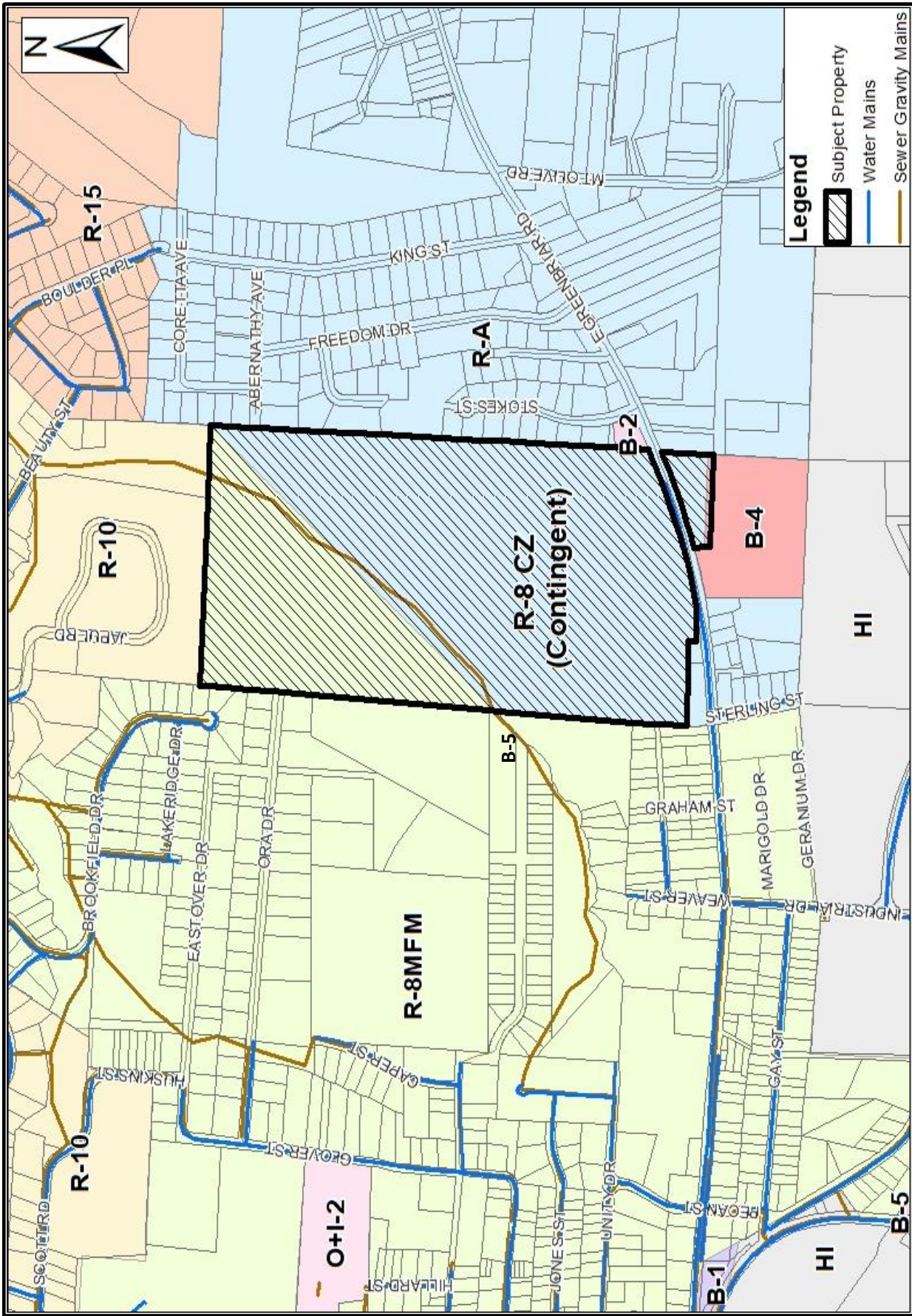
Site Photos – AX22-06 CL Sharpe Heirs & Bettye Tull Property  
(PIN # 4754-23-6335) E. Greenbriar Road



View from E. Greenbriar Road looking east onto the property



View from E. Greenbriar Road looking west onto the property



Case No. AX22-06 CL Sharpe Heirs & Bettye Tull Property  
 Current Zoning & Utilities Map – PIN # 4754-23-6335



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

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

**Case No. AX22-06  
CL Sharpe Heirs & Bettye Tull Property/Greenbriar Ridge  
PIN #s 4724-76-1172, 4724-76-1083, and 4724-76-0343**

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Statesville City Hall at 7:00 o'clock p.m. on the 21<sup>st</sup> day of November 2022 after due notice by publication on 11<sup>th</sup> day of November 2022; and

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

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

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

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

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous territory is hereby annexed and made part of the City of Statesville, as of December 31<sup>st</sup>, 2022, at 11:59 p.m.

**Description**

ALL THAT CERTAIN tract or parcel of land situate in Iredell County in the state of North Carolina, being more particularly described as follows:

For a Point of Reference, COMMENCE at an existing N.G.S. monument designated "RAMADA", having NC Grid Coordinates of N: 742,379.98 E: 1,447,173.67. Thence South 85° 06' 53" East 4,717.62' to an existing iron pipe, having NC Grid Coordinates of N: 741,978.22 E: 1,451,874.15, at the PLACE AND POINT OF BEGINNING. Thence North 04° 23' 59" East 2,771.59' to an existing iron pipe, thence South 86° 16' 27" East 952.15' to an existing iron pipe, thence continue South 86° 16' 27" East 376.07' to a set iron rod, thence South 02° 58' 42" West 2,470.34' to an existing ¾" iron pipe, thence South 02° 48' 11" West 66.58' to an existing iron rod with cap, thence South 02° 59' 08" West 269.52' to an existing ¾" iron pipe, thence North 86° 50' 00" West 499.24' to an existing iron rod, thence North 15° 53' 19" West 62.68' to an existing iron pipe, thence South 80° 42' 23" West 277.56' to a calculated point in

the centerline of East Greenbriar Road, thence run North 86° 53' 00" West 170.93' to an existing iron rod, thence North 00° 33' 02" West 50.04' to a pinch top existing iron pipe, thence North 86° 46' 22" West 110.56' to an existing iron rod, thence North 86° 58' 54" West 321.73' to the PLACE AND POINT OF BEGINNING. Containing 3,804,830 square feet or 87.35 acres, more or less. Subject to the portion of land lying within County Maintained right-of-way of East Greenbriar Road (S.R. 2320).

**Property Address: E. Greenbriar Road, Statesville NC**

Section 2. Upon and after December 31, 2022, at 11:59 p.m., the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Statesville and shall be entitled to the same privileges and benefits as other parts of the City of Statesville. Said territory shall be subject to municipal taxes according to G.S. 160A-31.

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

The Ordinance was introduced by a first reading by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and carried on the 21<sup>st</sup> day of November 2022.

AYES:  
NAYS:

The second and final reading of this ordinance was heard on the 5<sup>th</sup> day of December 2022 and upon motion of Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and unanimously carried, was adopted.

AYES:  
NAYS:

The Ordinance to be in full force and effect from and after the 31<sup>st</sup> day of December 2022 at 11:59 p.m.

City of Statesville

\_\_\_\_\_  
Constantine H. Kutteh, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Fugett, City Clerk

APPROVED AS TO FORM:

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

## **CITY COUNCIL ACTION REQUEST**

**TO:** Ron Smith, City Manager  
**FROM:** Sherry Ashley, Planning Director  
**DATE:** November 13, 2022

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**ACTION NEEDED ON:** November 21, 2022  
(Date of Council Meeting)

### **COUNCIL ACTION REQUESTED:**

**Consider accepting two options for the Jane Sowers Interchange feasibility study to move forward with public involvement.**

---

**1. Summary of Information:** Attached are the two options:

- Alternate 3- Diamond
- Alternate 4- Flyover

#### **Alternative Assumptions**

Alt 3 and 4 both include widening of Jane Sowers Road in the vicinity of the proposed interchange to a 4-lane roadway with sidewalks and bike lanes, as outlined in the Statesville Development + Mobility Plan.

Alt 3 and 4 both would include ancillary lanes on I-77 to accommodate merging traffic between Exit 51 and Exit 54 (we are currently conducting the safety assessment for these)

Alt 3 and 4 both assume the construction of a proposed warehouse facility in the southeast quadrant as outlined in the site plan submitted. Alt 3 and 4 try to avoid this project to the extent practicable.

Alt 3 and 4 would both require signalization along Jane Sowers Road at interchange ramps on both the east and west sides of I-77.

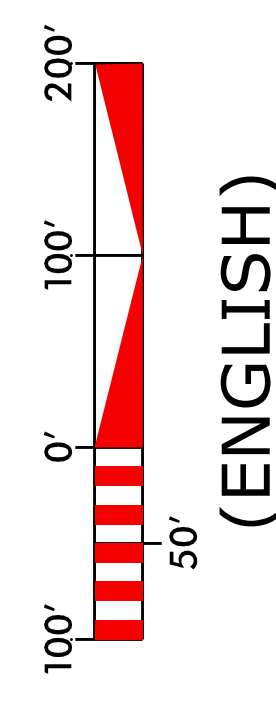
Alt 3 would likely require the future driveway to the proposed development on the southeast quadrant to become right out, with a left turning bulb on Jane Sowers Road east of Carl Austin Road; traffic would need to turn right and use the left turn bulb to go westbound on Jane Sowers. A left turn lane is provided for westbound Jane Sowers traffic to turn left into the development.

Impacts are also provided on the attached scale.

INCOMPLETE PLANS  
DO NOT USE FOR B.V. ACQUISITION  
PRELIMINARY PLANS  
DO NOT USE FOR CONSTRUCTION

SR 2171 JANE SOWERS ROAD  
FUNCTIONAL CLASS = MINOR COLLECTOR  
DESIGN SPEED = 40 MPH  
MAX. SUPERELEV. = 0.04

AERIAL PHOTOGRAPHY  
FEBRUARY 2018  
NC ONE MAP



**LEGEND**

[Symbol]	BUILDINGS
[Symbol]	EXISTING RIGHT OF WAY
[Symbol]	PROPOSED RIGHT OF WAY
[Symbol]	SLOPE STAKES
[Symbol]	PROPOSED CONTROL OF ACCESS
[Symbol]	EXISTING CONTROL OF ACCESS
[Symbol]	PROPOSED EASEMENTS (DRAINAGE, CONSTRUCTION, AND UTILITY)
[Symbol]	EXISTING UTILITY EASEMENT
[Symbol]	PROPERTY LINES
[Symbol]	EXISTING ROADWAY
[Symbol]	EXISTING ROADWAY TO BE REMOVED
[Symbol]	PROPOSED ROADWAY
[Symbol]	EXISTING ROADWAY TO BE RESURFACED
[Symbol]	PROPOSED CURE AND GUTTER/BARRIER
[Symbol]	EXISTING STRUCTURE ISLAND NOISE WALL
[Symbol]	EXISTING STRUCTURE ISLAND NOISE WALL TO BE REMOVED
[Symbol]	2017 AADT GUTTER/BARRIER TO BE REMOVED
[Symbol]	EXISTING TRAFFIC SIGNAL
[Symbol]	PROPOSED TRAFFIC SIGNAL
[Symbol]	PARKS
[Symbol]	HISTORIC PROPERTY
[Symbol]	WETLANDS
[Symbol]	LAKES, RIVERS, STREAMS AND PONDS
[Symbol]	*UTILITIES NOT DEPICTED ON PUBLIC MEETING MAP

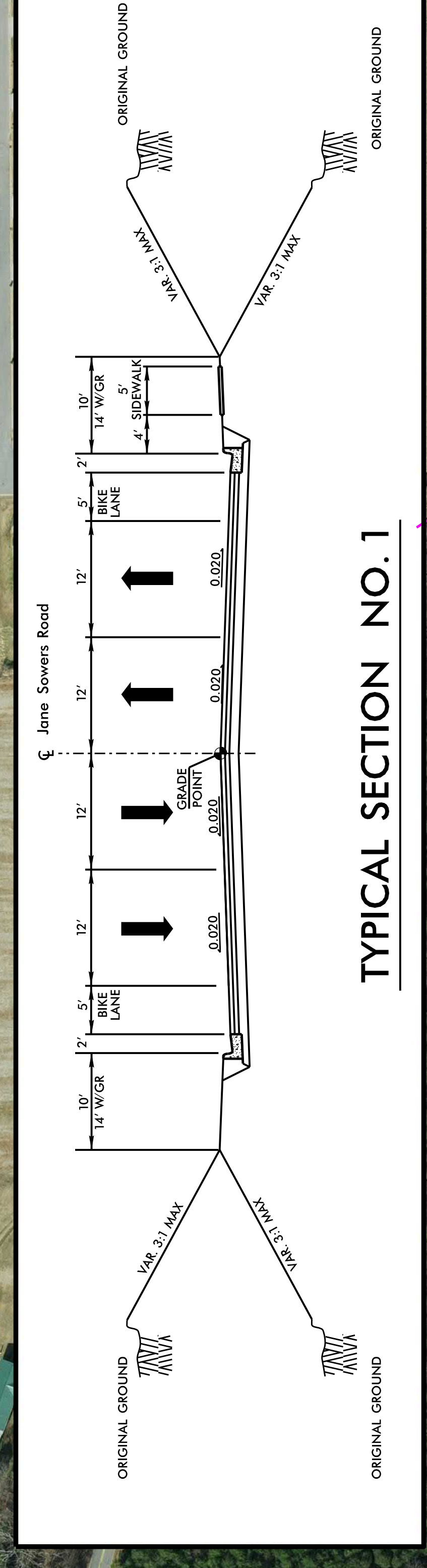
**UTILITY INFORMATION**  
TO PROVIDE GREATER VISUAL CLARITY, EXISTING AND PROPOSED UTILITY INFORMATION IS SHOWN ON THESE MAPS. THE LOCATION OF MAJOR EXISTING AND POTENTIAL UTILITY EASEMENTS, INCLUDING UTILITY EASEMENTS, ARE PRELIMINARY AND ARE SUBJECT TO CHANGE.

INTERSTATE  
77

TO  
HARMONY

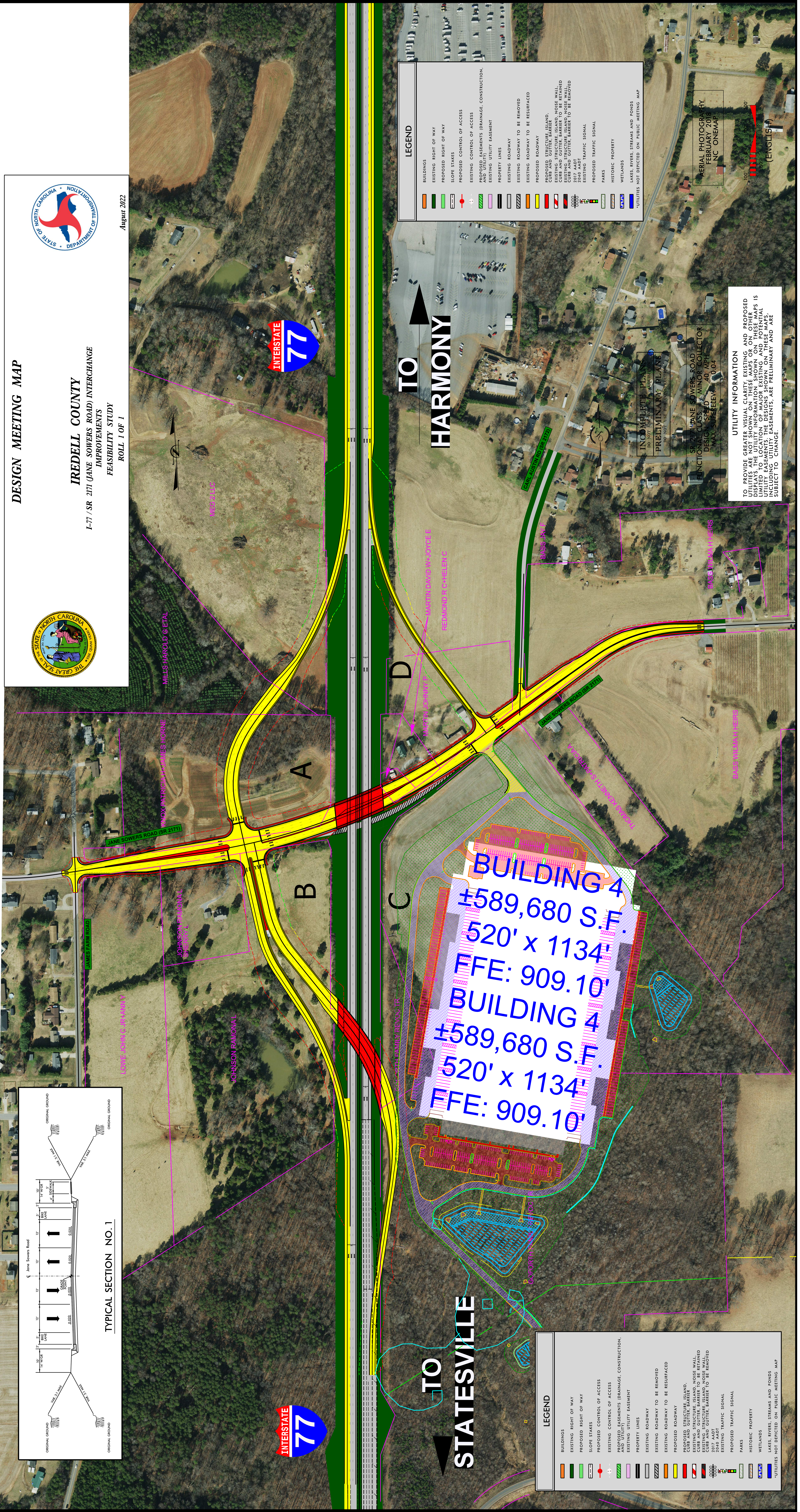
TO  
STATESVILLE

BUILDING 4  
±589,680 S.F.  
520' x 1134'  
FFE: 909.10'  
BUILDING 4  
±589,680 S.F.  
520' x 1134'  
FFE: 909.10'



**LEGEND**

[Symbol]	BUILDINGS
[Symbol]	EXISTING RIGHT OF WAY
[Symbol]	PROPOSED RIGHT OF WAY
[Symbol]	SLOPE STAKES
[Symbol]	PROPOSED CONTROL OF ACCESS
[Symbol]	EXISTING CONTROL OF ACCESS
[Symbol]	PROPOSED EASEMENTS (DRAINAGE, CONSTRUCTION, AND UTILITY)
[Symbol]	EXISTING UTILITY EASEMENT
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[Symbol]	EXISTING ROADWAY TO BE REMOVED
[Symbol]	PROPOSED ROADWAY
[Symbol]	EXISTING ROADWAY TO BE RESURFACED
[Symbol]	PROPOSED CURE AND GUTTER/BARRIER
[Symbol]	EXISTING STRUCTURE ISLAND NOISE WALL
[Symbol]	EXISTING STRUCTURE ISLAND NOISE WALL TO BE REMOVED
[Symbol]	2017 AADT GUTTER/BARRIER TO BE REMOVED
[Symbol]	EXISTING TRAFFIC SIGNAL
[Symbol]	PROPOSED TRAFFIC SIGNAL
[Symbol]	PARKS
[Symbol]	HISTORIC PROPERTY
[Symbol]	WETLANDS
[Symbol]	LAKES, RIVERS, STREAMS AND PONDS
[Symbol]	*UTILITIES NOT DEPICTED ON PUBLIC MEETING MAP



TYPICAL SECTION NO. 1

**LEGEND**

- BUILDINGS
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- SLOPE STAKES
- PROPOSED CONTROL OF ACCESS
- EXISTING CONTROL OF ACCESS
- PROPOSED EASEMENTS (DRAINAGE, CONSTRUCTION, AND UTILITY)
- EXISTING UTILITY EASEMENT
- PROPERTY LINES
- EXISTING ROADWAY
- EXISTING ROADWAY TO BE REMOVED
- EXISTING ROADWAY TO BE RESURFACED
- PROPOSED ROADWAY
- PROPOSED STRUCTURE ISLAND, CURB AND GUTTER BARRIER
- EXISTING STRUCTURE ISLAND, NOISE WALL, CURB AND GUTTER BARRIER TO BE RETAINED
- 2017 AADT
- EXISTING UTILITY BARRIER TO BE REMOVED
- EXISTING TRAFFIC SIGNAL
- PROPOSED TRAFFIC SIGNAL
- PARKS
- HISTORIC PROPERTY
- WETLANDS
- LAKES, RIVERS, STREAMS AND PONDS
- UTILITIES NOT DEPICTED ON PUBLIC MEETING MAP

**UTILITY INFORMATION**

TO PROVIDE GREATER VISUAL CLARITY, EXISTING AND PROPOSED UTILITIES ARE NOT SHOWN ON THESE MAPS OR OTHER MAPS IS LIMITED TO LOCATION OF MAJOR EXISTING AND POTENTIAL UTILITIES. EASEMENTS, THE DESIGNS SHOWN ON THESE MAPS, ARE PRELIMINARY AND ARE SUBJECT TO CHANGE.

Lower Impacts

Higher Impacts

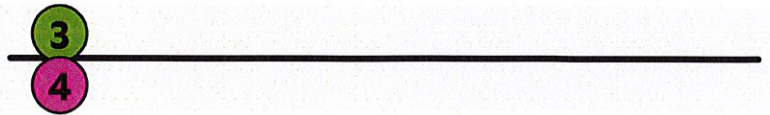
Project's right-of-way impact to nearby properties



Project's impact to residential structures



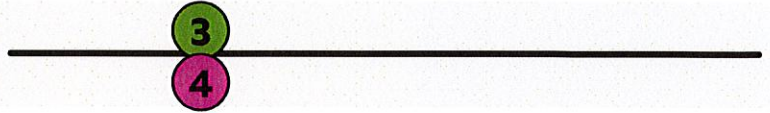
Project's impact on environmental resources



Project's potential to reduce Full-Access to nearby roads and driveways



Project's potential to relocate existing roads and driveways



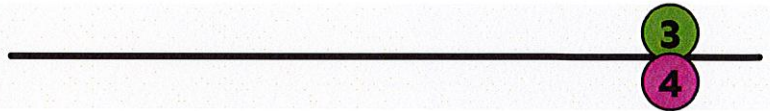
Lower Benefits

Higher Benefits

Project's ability to serve future land use and development plans for the area



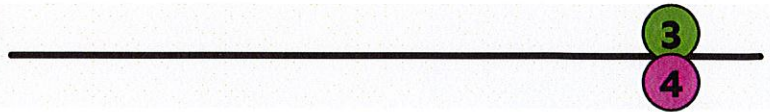
Project's ability to serve future traffic



Project's ability to serve existing and future truck traffic



Project's ability to provide enhanced multimodal opportunities



Project's ability to maintain safe travel conditions on I-77



Lower Cost

Higher Cost

Project's estimated planning level cost



## CITY COUNCIL ACTION REQUEST

**TO:** Ron Smith, City Manager

**FROM:** Scott Harrell, Assistant City Manager  
Brian Roberts, Finance Director

**DATE:** November 9, 2022

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**ACTION NEEDED ON:** November 21, 2022  
(Date of Council Meeting)

### **COUNCIL ACTION REQUESTED:**

**Consider approving a lease agreement with Enterprise Fleet Management (EFM), authorizing staff to utilize EFM for FY2023 vehicle acquisitions, and approving Budget Amendment #2023-20.**

---

- 1. Summary of Information:** Entering into a master equity lease agreement with Enterprise Fleet Management (EFM) will enable staff to select from EFM's variety of lease options to address a portion of the vehicle replacements budgeted in FY2023. Benefits to the City include: flexibility in lease options to accommodate different departments' needs; reduced maintenance and fuel costs by replacing older vehicles; more predictable year-to-year fleet costs; and more proactive fleet management.

Staff from the Finance, Police and Public Works departments have identified 15 vehicles as candidates for leasing through EFM. A list of those vehicles is attached, as well as pricing for fleet tracking and maintenance options also available through EFM.

- 2. Previous Council or Relevant Actions:** On October 3, Council received a program overview from Enterprise Fleet Management and authorized staff to develop a detailed proposal for fleet management services.
- 3. Budget/Funding Implications:** The 15 vehicles identified for FY2023 have an upfront cash cost of \$753k. Utilizing EFM for the same 15 vehicles results in a first-year cost of \$268k followed by annual costs of about 165k, which includes most routine maintenance costs. The equity remaining in the vehicles at the completion of the 60-month lease term is estimated at \$201k.

EFM also offers fleet maintenance and fleet tracking (GPS tracking) services. Staff proposes to utilize EFM maintenance services for the 15 subject vehicles on a trial basis and will include any recommendations for more widespread use in FY2024 budget requests.

Enterprise Fleet Management has an active contract with Sourcewell, a public procurement services provider. The City of Statesville is a member of Sourcewell, which means the City can obtain services and make purchases from Sourcewell contract holders (such as EFM) and satisfy public bidding and purchasing requirements.

2. **Previous Council or Relevant Actions:** On April 7, 2020 CRTPO awarded the city up to \$242,000 of CRTPO planning funds (80%) with a city match of \$60,500 (20%) for a total of \$302,500 to conduct the feasibility study for the Jane Sowers Road interchange.

WSP was selected to assist the city in conducting the study. WSP has put together 2 preliminary concepts as referenced above. The next step in the study is to gather public input on both options.

3. **Budget/Funding Implications:** This is a reimbursable grant at 80%, so the city must spend the funds up front and then be reimbursed by CRTPO. The total cost of the project will be a maximum of \$302,500. CRTPO will reimburse the city \$242,000 and the city's match will be \$60,500. The Planning Department included an amount of \$154,365 needed for this project in the budget.
4. **Consequences for Not Acting:** The City would not be able to proceed with the public involvement phase of the project which would void the completion of the study.
5. **Department Recommendation:** The Department recommends accepting the 2 options to present to the public for input.
6. **Manager Comments:** Concur with department's recommendation.
7. **Next Steps:** WSP will begin public involvement phase immediately.
8. **Attachments:**
  1. Alternate 3
  2. Alternate 4
  3. Impact scale



4. **Consequences for Not Acting:** The current model of predominantly pay-go vehicle procurement with occasional debt purchases will continue.
5. **Department Recommendation:** Staff recommends authorizing staff to execute the lease agreement documents with Enterprise Fleet Management for 15 vehicle acquisitions, the corresponding maintenance plan agreements, and approving Budget Amendment 2023-20.
6. **Manager Comments:** Recommend for approval.
7. **Next Steps:**
  - a. If approved, staff will execute the necessary agreements with EFM for FY2023 vehicle acquisitions and maintenance plans.
  - b. Staff will evaluate EFM and make recommendations as appropriate for utilizing EFM in FY2024 and subsequent budget years.
8. **Attachments:**
  - Proposed Vehicle Replacement List
  - EFM Master Equity Lease Agreement & Addendum
  - Budget Amendment 2023-20



**FLEET MANAGEMENT**

**Equity Lease Menu Pricing**

Department	Replacement Vehicle	Quantity	Term
Planning	2023 Ford F-150 XL Reg Cab 4x2	1	60
Police	2023 Dodge Charger Police AWD	1	60
Police	2023 Dodge Charger Police AWD	1	60
Police	2023 Dodge Charger Police AWD	1	60
Police	2023 Dodge Charger Police AWD	1	60
Police	2023 Dodge Durango Pursuit AWD	1	60
Police	2023 Dodge Durango Pursuit AWD	1	60
Police	2023 Dodge Charger Police AWD	1	60
Police	2023 Ford F-150 SSV Crew Cab 4x4	1	60
Police	2023 Dodge Charger Police AWD	1	60
Garage	2023 Ford F-150 XL Reg Cab 4x4	1	60
PW-Sanitation	2023 Ford F-150 XL Supercab 4x4	1	60
Recreation - Grds & Cemetary	2023 Ram 2500 Crew Cab 4x4 w/ 8' Svc Body	1	60
Airport	2023 Ford Bronco Sport 4x4	1	60
Water Purification	2023 Ford F-250 XL Supercab 4x4	1	60
	Geotab Telematics for Remaining Fleet	0	
	Maintenance Program for Remaining Fleet	0	

Vehicle Capitalized Price (Before Upfit) <sup>1</sup>	Upfit Total <sup>2</sup>	Estimated TTL	Aftermarket Downpayment <sup>3</sup>	Final Delivered Price	Monthly Cost (Lease Rate)*	Full Maintenance**	Maintenance Management	Total Monthly	Annual Cost Including Maintenance	Annual Cost Including Maintenance by Quantity
\$28,111.13	\$0.00	\$815.10	\$0.00	\$28,926.23	\$526.65	\$44.92	\$0.00	\$571.57	\$6,858.84	\$6,858.84
\$36,037.00	\$19,258.64	\$1,138.01	\$9,629.32	\$46,804.33	\$977.03	\$0.00	\$6.00	\$983.03	\$11,796.36	\$11,796.36
\$36,037.00	\$19,258.64	\$1,138.01	\$9,629.32	\$46,804.33	\$977.03	\$0.00	\$6.00	\$983.03	\$11,796.36	\$11,796.36
\$36,037.00	\$19,258.64	\$1,138.01	\$9,629.32	\$46,804.33	\$977.03	\$0.00	\$6.00	\$983.03	\$11,796.36	\$11,796.36
\$36,037.00	\$19,258.64	\$1,138.01	\$9,629.32	\$46,804.33	\$977.03	\$0.00	\$6.00	\$983.03	\$11,796.36	\$11,796.36
\$41,991.00	\$22,147.37	\$1,372.55	\$11,073.69	\$54,437.24	\$1,134.09	\$0.00	\$6.00	\$1,140.09	\$13,681.08	\$13,681.08
\$41,991.00	\$22,147.37	\$1,372.55	\$11,073.69	\$54,437.24	\$1,134.09	\$0.00	\$6.00	\$1,140.09	\$13,681.08	\$13,681.08
\$36,037.00	\$19,258.64	\$1,138.01	\$9,629.32	\$46,804.33	\$977.03	\$0.00	\$6.00	\$983.03	\$11,796.36	\$11,796.36
\$41,116.00	\$10,961.77	\$1,267.34	\$5,480.88	\$47,864.23	\$988.24	\$0.00	\$6.00	\$994.24	\$11,930.88	\$11,930.88
\$36,037.00	\$19,258.64	\$1,138.01	\$9,629.32	\$46,804.33	\$977.03	\$0.00	\$6.00	\$983.03	\$11,796.36	\$11,796.36
\$32,486.68	\$0.00	\$827.03	\$0.00	\$33,313.71	\$607.55	\$46.87	\$0.00	\$654.42	\$7,853.04	\$7,853.04
\$35,558.70	\$0.00	\$904.32	\$0.00	\$36,463.02	\$664.33	\$46.87	\$0.00	\$711.20	\$8,534.40	\$8,534.40
\$58,533.91	\$0.00	\$1,530.50	\$0.00	\$60,064.41	\$1,134.10	\$48.77	\$0.00	\$1,182.87	\$14,194.44	\$14,194.44
\$24,811.00	\$0.00	\$724.29	\$0.00	\$25,535.29	\$515.75	\$47.12	\$0.00	\$562.87	\$6,754.44	\$6,754.44
\$44,806.00	\$0.00	\$1,224.03	\$0.00	\$46,030.03	\$880.82	\$48.77	\$0.00	\$929.59	\$11,155.08	\$11,155.08
							\$18.87	\$0.00	\$0.00	\$0.00
							\$6.00	\$0.00	\$0.00	\$0.00

\*Lease rates are based upon factory order pricing and miles per year  
 \*\*Maintenance includes no brakes and no tires  
 Estimated Pricing does not include any applicable taxes  
 Pricing does not include expected return on equity at end of lease

Annual Cost Including Maintenance & Geotab on Entire Fleet	\$165,421.44
Upfront Cost (TTL + AME Downpayment)	\$102,269.94
Net Annual Cash Outlay to Replace 15 Vehicles in year 1	\$267,691.38
Cost to Replace Same 15 Vehicles (Cash)	\$753,301.54
Est FY23 Cash Flow Savings	\$485,610.16

<sup>1</sup> Based on Factory Invoice Cost less Government Incentives  
<sup>2</sup> Upfit cost based cost and equipment provided by Police Department  
<sup>3</sup> EFM Upfit Policy: Upfit cost below \$5,000 (no downpayment), between \$5,000-\$10,000 (25% of upfit cost down), above \$10,000 (50% of upfit cost down). This is to ensure the vehicles maintain a good equity position throughout the term  
 \*\* Non-Emergency Response vehicles include the all-inclusive, budgeted maintenance program. Emergency Response includes pass through maintenance program  
 \*\*\* Geotab Telematics quoted for all current fleet vehicles

**MASTER EQUITY LEASE AGREEMENT**

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

**3. RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

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(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a minimum commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

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this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

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**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
Date Signed: _____	Date Signed: _____

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of November, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of November, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Statesville ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 9(c) of the Master Equity Lease Agreement is amended to read as follows:

Except in the event of the negligence or willful misconduct of Servicer, none of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of North Carolina (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

\_\_\_\_\_  
City of Statesville (Lessee)

\_\_\_\_\_  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

**CITY OF STATESVILLE  
BUDGET AMENDMENT #2023-20**

November 21, 2022  
FISCAL YEAR 2022-2023

FUND / ACCOUNT #	ACCOUNT TYPE	DESCRIPTION	CURRENT BUDGET	CHANGE (+ / -)	AMENDED BUDGET
<b>General Fund</b>					
010.0000.399.00.00	Revenue	Fund Balance Appropriated	7,413,233	186,430	7,599,663
Total Revenues			<u>56,335,056</u>	<u>186,430</u>	<u>56,521,486</u>
010.4800	Expenditure	Planning Expenditures	2,736,831	350	2,737,181
010.5100	Expenditure	Police Expenditures	14,938,064	380	14,938,444
010.5510	Expenditure	Garage Expenditures	1,046,947	330	1,047,277
010.5580	Expenditure	Sanitation Expenditures	3,030,581	330	3,030,911
010.6240	Expenditure	Recreation - Parks Expenditures	3,958,135	350	3,958,485
010.6600	Expenditure	General Expense and Special Appropriation	1,151,095	184,690	1,335,785
Total Expenditures			<u>56,335,056</u>	<u>186,430</u>	<u>56,521,486</u>
<b>Airport Operating Fund</b>					
500.0000.385.00.00	Revenue	Proceeds Long Term Debt (new)	-	26,000	26,000
500.0000.399.00.00	Revenue	Appropriated Fund Balance	235,259	(5,320)	229,939
Total Revenues			<u>3,132,059</u>	<u>20,680</u>	<u>3,152,739</u>
500.6500	Expenditure	Airport Operating Expenditures	3,132,059	20,680	3,152,739
Total Expenditures			<u>3,132,059</u>	<u>20,680</u>	<u>3,152,739</u>
<b>Water and Sewer Fund</b>					
550.0000.399.00.00	Revenue	Appropriated Fund Balance	10,749,031	7,750	10,756,781
Total Revenues			<u>26,049,774</u>	<u>7,750</u>	<u>26,057,524</u>
550.8220	Expenditure	Water Purification Expenditures	6,850,125	7,750	6,857,875
Total Expenditures			<u>26,049,774</u>	<u>7,750</u>	<u>26,057,524</u>

*DESCRIPTION: To appropriate fund balance and accept loan proceeds for downpayment and fees for Enterprise lease vehicle agreement.*



\_\_\_\_\_  
Budget Officer

\_\_\_\_\_  
Finance Director

APPROVED BY CITY COUNCIL:

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



**Airport Commission Minutes  
City Hall– Conference Room  
September 14, 2022 – 12:00pm**

**The Statesville Airport Commission met on Wednesday, September 14, 2022, at the Statesville City Hall Conference Room.**

**Members Present:** Steve Johnson, David Bullins, Todd Bodell, Mike Colyer, David Stamey, Bob Saltzman

**Members Absent:** Gene Houpe

**Staff Present:** John Ferguson

**Others Present:** Bob Thompson, Sam Valadez, John McCalmont

Mr. Johnson expressed the sympathy of the Airport Commission members on the recent loss of Mr. Bob Stamey, father to Mr. David Stamey.

**Roll Call**

Chairman Steve Johnson called the meeting to order at 12:00 PM.

**Approval of the minutes held on June 8, 2022.**

Mr. Colyer made a motion to approve the August 10, 2022 meeting minutes, seconded by Mr. Bodell. The motion carried unanimously.

**Staff Report**

Mr. Ferguson introduced Mr. Sam Valadez who wishes to construct an aircraft hangar on the south side of the airport. He currently has a hangar at the Lake Norman Airpark. He owns several amphibian aircraft and a homebuilt. They are looking to purchase a TBM or a Citation jet. His intention is to construct a 14,000 sq. ft. hangar across from Victory Air. Hopefully start construction after the first of the year. The airport commission encouraged him to continue the process. Mr. Ferguson will bring a ground lease for approval at a future meeting. Dr. Saltzman moved to allow Mr. Valadez to proceed. Mr. Bodell seconded. Motion was approved unanimously.

Mr. Ferguson reported

Fuel sales are still strong. We surpassed September 2021 fuel sales. AVGAs sales are still lagging due to process. Aircraft take-offs and landings are increasing.

Mr. Ferguson listed several upcoming events at the airport. The Catwalk for a Cause is tonight at the large hangar next to the terminal. Carolina Balloonfest is October 14-16, 2022. The EAA 309 Chapter will conduct their Young Eagles Fly-in on October 29, 2022, from 9:00AM to 1:00PM. This event exposes young people to aviation.

Mr. Ferguson is scheduled to speak to a Transportation Summit in Charlotte on behalf of the North Carolina Aviation Association and has been asked to speak to aviation management students at Auburn University on behalf of the NCAA on September 29.

Mr. Ferguson briefed the commission on the bilateral Infrastructure Law grants. There is a slight delay on dispersing these grants. Statesville Regional Airport is scheduled to receive \$763,000 per year for 5 years. The Statesville Regional Airport has received \$6.7 million for the construction of a new terminal building. However, this is \$2 million short, but we have been encouraged to ask for the \$2 million at the long session of the legislature.

Mr. Johnson has asked Mr. Ferguson to develop a Capital Projects and Equipment list for the next 5 years. This list will come before the Airport Commission first before it will be presented to the City Council Winter Retreat.

### **Projects Update**

Mr. McCalmont gave an update on the current construction projects.

- East corporate Apron Construction is basically complete. The contractor has clearance to close the construction retention ponds. However, there are some quality issues with the pavement that the contractor will have to fix.
- The safety area project is significantly behind schedule. The shoaring wall is finished. The final retaining wall construction will begin soon. There will be assessed liquidate damages for the delays. Contractor is to begin the retaining wall soon. Efforts to reinstall the Localizer has begun but it will be a long process until we are ready for a final FAA flight check. Hopefully by this coming spring 2023.
- Once land acquisition for the Morrow property and the Travis property is complete soon, we can remove trees from the end of the runway to have a better clearway.
- Architect plans for the Victory Air hangar that are 90% complete will be ready for review in early October.
- The emergency runway lighting generator has been installed and is waiting for certification from Kohler.

### **Old Business**

Dr. Saltzman brought up an issue with private fuel farms and discussed the future ownership as hangars on the southside come to the end of their 25-year leases. He recommends that we increase the private farm fuel flowage fees. Dr. Saltzman made a motion to make the fuel farm lease in the Champion lease where the tenant is leasing the fuel farm, tenant maintains the farm, and the tenant employees pumped the fuel at \$0.25 per gallon fuel flow increasing by \$0.05 every year. The motion did not receive a second.

### **Adjourn**

Dr. Saltzman moved to adjourn, and Mr. Bodell seconded. Meeting ended at 1:00 PM.



**Historic Preservation Commission Called Meeting Minutes  
October 20, 2022 - City Hall Council Chambers - 7:00 p.m.**

**Present:** Anna Campbell, Glenn Setzer, Dea Mozingo-Gorman, Agnes Wanman, John MacPhail, Barry Edwards, Jessica Arnold

**Absent:** Don Underhill, David Richardson

**Staff:** Marci Sigmon, Xavier Bauguess

**Others:** Helen Poplin, John Gorman, Christy Allen, Latoya Rinehardt, Kenya (Latoya's sister)

**Roll Call & Swearing In**

Vice Chairman Wanman called the meeting to order and stated item 9. on the agenda, COA22-25 for the community garden has been deferred to November 17, 2022 and COA 22-26 for the sculpture will be heard at the November 17, 2022 meeting.

Wanman called the roll and asked the board members if any of them had held ex-parte communication regarding the cases on the agenda. Hearing none she swore in those which planned to speak.

**Plaque Presentation**

A historic plaque was presented on behalf of the Historic Preservation Commission to Nick and Sally Sorlien for 420 W. Front St. Edwards stated the house was previously owned by Max Tharpe, a photographer for the Statesville Record & Landmark newspaper. Approximately 20 - 25 years ago the house was Tharpe's Travel Guest House and used as a hostile.

**Approval of minutes**

**Setzer made a motion to approve the September 8, 2022 Historic Preservation Commission meeting minutes as presented, seconded by Mozingo-Gorman. The motion carried unanimously.**

**Campbell made a motion to approve the September 22, 2022 Historic Preservation Commission meeting minutes as presented, seconded by Mozingo-Gorman. The motion carried unanimously.**

**Consideration for a Certificate of Appropriateness (COA22-18) from Helen Poplin to install a privacy fence in the side and rear yard on the property located at 514 South Race Street and the vacant parcel adjacent and north of 514 South Race Street, Tax Maps 4734-83-3068 and 4734-83-3143.**

Marci Sigmon gave the following Staff Report:

### **Background**

The house located at 514 South Race Street was constructed ca. 1906 and is known as the A.B. Reves House in the historic survey. The structure is a one-and-a-half story frame, double pile Queen Anne dwelling with a high hip roof and projecting cross-gabled bays. The structure contains a prominent gable-roofed central dormer, gable embellished with swanwork trim and patterned wood shingles. The house contains a hip-roofed wraparound porch which has replacement metal supports and balustrade. One-over-one sash exists throughout the main block and the kitchen and dining room ell extends to the rear.

### **Request**

The owner, Mrs. Helen Poplin, is requesting to install a wooden privacy fence on the property located at 514 South Race Street (where the structure is located) and the vacant property adjacent and north of 514 South Race Street. The wooden privacy fence would be six feet tall with a decorative detail built onto the top of the fence. Smooth vertical boards would detail the fence on the inside and outside. The decorative detail would face the inside of fenced area in an effort to prevent the owner's six-year-old autistic grandson from climbing the fence and leaving the property. This additional detail is illustrated in the application and will be a flat board attached horizontally to the top of the fence, eleven inches wide, and braced with angled pieces of wood attached to the interior fence.

The fence would begin at the southwest corner of the house with a gate measuring approximately four feet wide running south to the property line. The fence would then run west approximately forty-two feet, then run north approximately twenty-four feet where a four wide gate would be placed against the existing accessory structure. The fence would begin again on the north side of the accessory structure where a double gate would be placed measuring approximately eight feet in width. The fence would connect with the eight-foot-wide gate continuing north for approximately thirty-nine feet then turning east for approximately seventy-two feet. Next, the fence would turn south again measuring approximately forty-three feet meeting another four-foot-wide gate, which will abut the house. The heating and air conditioning unit will be enclosed inside the fence area.

Edwards asked if all of the fence elevations will be 6' and Sigmon stated yes. Gorman asked if all the fence is in the rear and Sigmon stated yes.

Vice-Chairman Wanman declared the public hearing open.

Helen Poplin stated the purpose of the fence is for safety to prevent her grandson from leaving the property and still be able to enjoy being outside with family. There will be special locks on the gates and smooth boards on the inside of the fence to prevent climbing. Edwards asked if both sides of the fence will look the same and Poplin stated yes. Edwards asked if supports will be seen on the outside of the fence and Poplin stated no. Arnold asked if the fence top could give an advantage for climbing over and Poplin stated the boy is too small and the heat and air units will be outside the fence to prevent climbing over.

Vice-Chairman Wanman declared the public hearing Closed.

### **Findings of Fact**

Wanman stated that the Commission must either answer all five Findings of Fact in the affirmative or determine that such finding does not apply to the specific project under consideration. The Findings of Fact results are as follows for each item:

1. The historic character of the property will be retained and preserved.

**Yes – Unanimous**

2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.

**N/A – Unanimous**

3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.

**N/A – Unanimous**

4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.

**N/A – Unanimous**

5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.

**Yes – Unanimous**

**Edwards made a motion to approve Certificate of Appropriateness (COA22-18) from Helen Poplin to install a privacy fence in the side and rear yard on the property located at 514 South Race Street and the vacant parcel adjacent and north of 514 South Race Street as submitted citing I. Fences and Walls, Guideline 3 and 5, seconded by Campbell. The motion carried unanimously.**

**Consideration for a Certificate of Appropriateness (COA22-24) from Mr. John Gorman III to replace the existing hidden gutter system with a new gutter system on the structure located at 411 Davie Avenue; Tax Map 4744-17-4487.**

Wanman asked for a motion to recuse Dea Mozingo-Gorman from this case.

**Setzer made a motion to recuse Dea Mozingo-Gorman, seconded by Edwards. The motion carried unanimously.**

Sigmon gave the following staff report:

**Background**

The house located at 411 Davie Avenue was constructed between 1918 and 1925. The two-story brick veneer Elizabethan Revival-Prairie style house has a hip roof and hipped dormer with bracketed eaves, traceried upper sash and dormer casements. The front entrance is trabeated with leaded glass. The front porch is one story with heavy quoined brick posts and extends into a porte-cochere on the left side. A matching two story garage exists on the left rear of the property.

Certificate of Appropriateness approvals include a handicap ramp in the front yard and reinstalling the original French doors on the carriage house as a design element in front of the new modern door during January 2019. The ramp was not built. In addition, a wooden privacy fence and brick wall were approved for the rear yard area during 2020.

## **Request**

The owner, Mr. John Gorman III, is requesting to remove the existing hidden gutter system and install a modern seamless gutter system. The applicant states the hidden gutter system has been failing for decades and he has repaired the rotting areas multiple times since owning the home. In addition, the owner states structural failure is occurring on the east side of the front porch and there are dozens of failing gutter joints leading to rot and therefore causing water to pour directly into the soffits.

The new gutter installation would involve extending the roofline to meet the current lateral joist and adding shingles. Then installing fascia board to provide a mounting surface to install seamless gutters. The gutter style will mimic the original crown molding. During the process, the owner plans to remove the soffit wood, repair underlying damage as necessary and replace with wood of the same design, width, and length. Any decorative wood pieces under the soffit would be removed, rehabilitated, and reinstalled.

Vice-Chairman Wanman declared the public hearing Open.

John Gorman presented additional photos of the soffit details and damage. A support beam has been installed where a crush occurred on the outside beams on the east side of the porch until repairs can be made. He has researched multiple types of built-in gutters and possible solutions and he explained how a built-in gutter is made and installed. The only advantage he found of having built-in gutters is that they are original to the structure and the disadvantages are they catch everything, they cannot be made bigger, there is no gutter guard system available so it has to be cleaned constantly, and when they fail you do not know until there is water damage. The gutters are failing due to bad seams and they cannot be soldered because of fire risk. The gutters have also failed due to the metal rotting through and multiple layers of rubberized roofing material were used that allowed water to get underneath, so rot was accelerated. Gorman's goal is to find a solution aesthetically pleasing and he will remove all the materials, restore the soffits, take down and replenish all the quoins, and replace all the tongue and groove with exact match materials.

The solutions are: 1) manually remove the old, rubberized materials out of the gutters and replace with a heavier duty liquid rubber product, 2) have gutters lined with EPDM rubber lining, 3) remove the built-in gutters and install modern gutters and mimic the crown molding which is the most expensive. Solution 1) is the least expensive at approximately \$2K and keeps the look of the original structure but is only guaranteed to last five years or less with a high probability of failure with constant maintenance, so it is not an option. Solution 2) keeps the look of the original structure but was only given a one-year warranty at 329 Davie Ave. with a cost of \$6K. EPDM is not meant for areas of standing water that occurs on the current gutters and will require constant maintenance, so it is not an option. Solution 3) remove the built-in gutter system, extend the original roof line to the end of the current soffit and install crown molding that mimics the hidden gutters. This system removes the possibility of future damage inside the structure from a leak, maintains the original soffit depth and the original roof angle. The gutter profile is the same width of the original crown molding minimizing the change in characteristics and aesthetics of the profile and will extend the roof approximately 12 to 13 inches.

Edwards stated the standards need to be updated regarding covering over hidden gutters and is in favor of this option because the roof pitch does not have to be modified. Setzer asked if a gutter guard will be installed to keep out leaves and Gorman stated yes. Edwards recommended installing an ice dam barrier underneath the shingles and a drip cap to prevent snow and ice from backing up under the last row of shingles.



Vice-Chairman Wanman declared the public hearing Closed.

### **Findings of Fact**

Wanman stated that the Commission must either answer all five Findings of Fact in the affirmative or determine that such finding does not apply to the specific project under consideration. The Findings of Fact results are as follows for each item:

1. The historic character of the property will be retained and preserved.  
**Yes – Unanimous**
2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.  
**Yes – Unanimous**
3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.  
**N/A – Unanimous**
4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.  
**N/A – Unanimous**
5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.  
**Yes – Unanimous**

**Setzer made a motion to approve Certificate of Appropriateness (COA22-24) from Mr. John Gorman III to replace the existing hidden gutter system with a new gutter system on the structure located at 411 Davie Avenue as submitted citing F. Roofs, Guideline 1 and 5, seconded by Edwards. The motion carried unanimously.**

**Setzer made a motion to return Dea Mazingo-Gorman, seconded by MacPhail. The motion carried unanimously.**

**Consideration for a Certificate of Appropriateness (COA22-23) from Zen Acquisitions, LLC to replace the existing roof, replace the existing windows, replace the front and back doors, replace the existing siding, place new tongue and groove flooring on the front porch floor, repair beadboard on the front porch ceiling, install new front porch railings and columns, replace the front porch roofing material, parge the foundation with stucco, replace the front façade gable vents, install a privacy fence and gate, and replace the front walkway with brick pavers on the structure located at 518 West Sharpe Street; Tax Map 4734-83-3938.**

Sigmon gave the following staff report:

### **Background**

The house located at 518 West Sharpe Street was constructed ca. 1910. The structure is a frame, double-pile cottage with two front-facing roof gables joined by a center roof ridge. When the

historic survey was taken the roof had patterned tin shingles and cornice returns embellished the gables. The dwelling is set on a raised brick foundation to accommodate the sloping lot and includes rear basement doors. A hip-roofed porch extends across the three-bay façade and has square posts and slender square balusters. The house has a rear kitchen ell and shed appendage.

### **Request**

The owner, Zen Acquisitions, LLC, is requesting to:

- Replace the existing tin roofing shingles with architectural shingles by CertainTeed. The color will be Driftwood.
- Remove all windows from the structure and install new JELD-WEN wood/aluminum clad double hung windows. The window design will be four over four. The design is grilles within the glass.
- Remove all the existing siding and replace with a fiber cement siding or similar siding 5 ¼ smooth boards. The siding color will be Sherwin Williams Majolica Green and the trim color will be Sherwin Williams Westhighland White.
- Remove the existing front porch flooring and place new tongue and groove wood flooring on the porch.
- Replace the existing front porch railings with new wood porch railings similar in design. The railing design and style is included in the application.
- Replace the existing front porch columns with new wood columns similar in design. The column design and style is included in the application.
- Re-charge the foundation of the house after repairs are performed. Previous parging is falling apart and crumbling.
- Replace the existing front door with a new wood front door.
- Replace the existing front porch metal roofing material with new standing seam metal roofing material.
- Replace the existing gable vents with new PVC gable vents. The vent design will be a H Arch Top Gable Vent.
- Replace the existing rear entry sliding glass door with a new wood/aluminum clad French Door to match the windows.
- Install a new rear deck constructed with five and one-quarter deck boards. The deck will be located at the rear of the house and will be flush with the eastern wall of the house, not protruding out past the eastern wall. The deck will measure approximately twenty-one feet wide and approximately eleven feet in depth at its deepest point.
- Replace the existing front concrete walkway with brick pavers due to the damaged and cracked concrete.
- Install a six-foot-tall wooden privacy fence on the east and west rear property lines. The privacy fence will also include a double automatic gate placed near the northeast rear corner of the house running east to west approximately eight feet. The rear east side privacy fence will measure approximately one hundred and fifty-six feet and the rear west side privacy fence will measure approximately one hundred and fifty-five feet.
- Install a four-foot-tall black aluminum fence on the rear property line near the creek. A gate will also be installed with the aluminum fence.

Sigmon stated the applicant is planning to repoint the chimney and add new exterior lighting. Since wood has been discovered under cement boards the applicant is requesting several options: 1) restore the original siding and add matching wood to the addition, 2) restore the wood and add fibrous cement siding on the addition, 3) add new fibrous cement siding all over the house, or 4) use a new product called dutch lap siding made from recycled coal ash.

Vice-Chairman Wanman declared the public hearing Open.

Christy Allen stated she and Marney Hart own Zen Acquisitions and have done remodel projects on Monroe, Opal and Jost Street. The house was purchased and there were holes in the roof with severe water damage, mold, and truss damage. They are not changing the footprint of the structure but removing the rotten sections and rebuilding them. The rotten areas were in the kitchen, the hallway to the slider, and the back bathroom. The roofline and stud walls were also rotten and had to be removed.

Edwards asked for information on the chimneys and fireplaces and Allen stated the three fireplaces will be non-working but will be ventless gas or electric and the chimneys will be pointed up and match any brick that is missing. Edwards asked if the porch railing can be matched to the original railing with taller spindles to meet code and Allen stated yes. Edwards asked if the proposed porch column can be reversed to a capital molding with no base to match the original columns and Allen stated yes.

Arnold for a sample of the coal ash siding and Allen stated it is a good product and is more durable than fibrous cement. Edwards stated he is hesitant to approve a product without seeing the texture and Allen stated it is smooth with no texture or grain.

Edwards stated simulated divided light is preferred and asked if the proposed window has grills between the glass and Allen stated yes. Edwards added the proposed clad window is the best representation of a true divided window that is not a true divided window. Edwards asked if windows are a sash pack or is it all complete and sets in and Allen stated it is all complete and sets in.

Edwards asked if the motor for the gate is on the inside and Allen stated they will make sure it is hidden from the street.

MacPhail asked for the condition of the wood found under the siding and Allen stated they are not going to have to replace much of it and they have a source but are concerned that it will not be enough for the kitchen area and will have to use similar wood or fibrous cement.

Vice-Chairman Wanman declared the public hearing Closed.

### **Findings of Fact**

Wanman stated that the Commission must either answer all five Findings of Fact in the affirmative or determine that such finding does not apply to the specific project under consideration. The Findings of Fact results are as follows for each item:

### **Replace the existing tin roofing shingles with architectural shingles by CertainTeed. The color will be driftwood**

1. The historic character of the property will be retained and preserved.  
**Yes – Unanimous**
2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.

**Yes – Unanimous**

3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.

**N/A – Unanimous**

4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.

**N/A – Unanimous**

5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.

**Yes – Unanimous**

**Edwards made a motion to approve Certificate of Appropriateness (COA22-23) from Zen Acquisitions, LLC to replace the existing tin roofing shingles with architectural shingles on the structure located at 518 West Sharpe Street as submitted citing F. Roofs, Guideline 4. seconded by Setzer. The motion carried unanimously.**

**Remove all windows and install new JELD-WEN wood/aluminum clad, double hung windows. The window design will be four over four. The design is grilles within the glass and simulated divided light as shown in the sample**

1. The historic character of the property will be retained and preserved.

**Yes – Unanimous**

2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.

**Yes – Unanimous**

3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.

**N/A – Unanimous**

4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.

**N/A – Unanimous**

5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.

**Yes – Unanimous**

**Edwards made a motion to approve Certificate of Appropriateness (COA22-23) from Zen Acquisitions, LLC to remove the windows and replace with wood aluminum clad, double**

hung windows with as submitted citing H. Windows and Doors, guideline 7, seconded by MacPhail. The motion carried unanimously.

**Remove the existing siding and restore the original siding and add matching wood or fibrous cement to the addition in the back of the house**

1. The historic character of the property will be retained and preserved.  
**Yes – Unanimous**
2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.  
**Yes – Unanimous**
3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.  
**N/A – Unanimous**
4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.  
**N/A – Unanimous**
5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.  
**Yes – Unanimous**

**Edwards made a motion to approve Certificate of Appropriateness (COA22-23) from Zen Acquisitions, LLC to restore the original siding and add matching wood or fibrous cement on the back of the structure located at 518 West Sharpe Street as submitted citing G. Exterior Walls and Trim, Guidelines 5 and 9, seconded by Setzer. The motion carried unanimously.**

**Remove the existing front porch flooring and replace with new tongue and groove wood flooring**

1. The historic character of the property will be retained and preserved.  
**Yes – Unanimous**
2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.  
**Yes – Unanimous**
3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.  
**N/A – Unanimous**

4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.

**N/A – Unanimous**

5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.

**Yes – Unanimous**

**Setzer made a motion to approve Certificate of Appropriateness (COA22-23) from Zen Acquisitions, LLC to remove the existing front porch flooring and replace with new tongue and groove flooring on the structure located at 518 West Sharpe Street as submitted citing I. Porches, Entrances & Balconies, Guideline 1 and 3, seconded by Edwards. The motion carried unanimously.**

**Replace the front porch railings with new wood porch railings similar in design with longer spindles to meet current code and replace the front porch columns with new wood columns similar in design with capitals added to the top of the post and no bases on the bottom**

1. The historic character of the property will be retained and preserved.

**Yes – Unanimous**

2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.

**Yes – Unanimous**

3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.

**N/A – Unanimous**

4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.

**N/A – Unanimous**

5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.

**Yes – Unanimous**

**Edwards made a motion to approve Certificate of Appropriateness (COA22-23) from Zen Acquisitions, LLC to replace front porch railings and columns with the condition the railings and columns mimic the original size and shape and allow to raise the railing up from the floor to allow for drainage on the structure located at 518 West Sharpe Street as submitted citing I. Porches, Entrances & Balconies, Guideline 1 and 6, seconded by Campbell. The motion carried unanimously.**

**Re-parge the foundation of the house after repairs are performed**

1. The historic character of the property will be retained and preserved.  
**Yes – Unanimous**
2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.  
**Yes – Unanimous**
3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.  
**N/A – Unanimous**
4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.  
**N/A – Unanimous**
5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.  
**Yes – Unanimous**

**Mozingo-Gorman made a motion to approve Certificate of Appropriateness (COA22-23) from Zen Acquisitions, LLC to re-parge the foundation after repairs are performed on the structure located at 518 West Sharpe Street as submitted citing C. Masonry & Stone: Foundations and Chimneys, Guideline 3 and 10, seconded by Setzer. The motion carried unanimously.**

**Replace the existing front door with a new wood front door**

1. The historic character of the property will be retained and preserved.  
**Yes – Unanimous**
2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.  
**Yes – Unanimous**
3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.  
**N/A – Unanimous**
4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.  
**N/A – Unanimous**

5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.

**Yes – Unanimous**

**Campbell made a motion to approve Certificate of Appropriateness (COA22-23) from Zen Acquisitions, LLC to replace the existing front door with a new wood front door on the structure located at 518 West Sharpe Street as submitted citing H. Windows & Doors, Guideline 1, seconded by Edwards. The motion carried unanimously.**

**Replace the existing front porch metal roofing material with new standing seam metal roofing material**

1. The historic character of the property will be retained and preserved.

**Yes – Unanimous**

2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.

**Yes – Unanimous**

3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.

**N/A – Unanimous**

4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.

**N/A – Unanimous**

5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.

**Yes – Unanimous**

**Setzer made a motion to approve Certificate of Appropriateness (COA22-23) from Zen Acquisitions, LLC to replace the existing front porch metal roofing material with new standing seam metal roofing material on the structure located at 518 West Sharpe Street as submitted citing F. Roofs, Guideline 5, seconded by Edwards. The motion carried unanimously.**

**Replace the existing gable vents with new PVC gable vents. The vent design will be a H Arch Top Gable Vent**

Edwards stated he is not sure how the gable vent will be applied under the siding and since the exterior of the house is wood an aluminum or wood gable vent should be applied.



Setzer made a motion to table Certificate of Appropriateness (COA22-23) from Zen Acquisitions, LLC to Replace the existing gable vents with new PVC gable vents, seconded by MacPhail. The motion carried unanimously.

**Replace the existing rear entry sliding glass door with a new wood/aluminum clad French Door to match the windows**

1. The historic character of the property will be retained and preserved.  
**Yes – Unanimous**
2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.  
**Yes – Unanimous**
3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.  
**N/A – Unanimous**
4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.  
**N/A – Unanimous**
5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.  
**Yes – Unanimous**

Edwards made a motion to approve Certificate of Appropriateness (COA22-23) from Zen Acquisitions, LLC to replace the existing rear entry sliding glass door with a new wood/aluminum clad French Door to match the windows on the structure located at 518 West Sharpe Street as submitted citing H. Windows & Doors, Guideline 1, seconded by Mozingo-Gorman. The motion carried unanimously.

**Install a new rear deck constructed with five and one-quarter deck boards. The deck will be located at the rear of the house and will be flush with the eastern wall of the house, not protruding out past the eastern wall. The deck will measure approximately twenty-one feet wide and approximately eleven feet in depth at its deepest point.**

Edwards asked for the design of the deck spindles and the railing and Allen stated it will be a generic capped deck railing because the previous deck was gone and they do not know what it looked like. Edwards asked if they would mimic the handrail and spindles on the front porch, but not include the board on the bottom since the east side of the deck can be seen from the street and Allen stated yes.

1. The historic character of the property will be retained and preserved.  
**Yes – Unanimous**

2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.

**N/A – Unanimous**

3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.

**N/A – Unanimous**

4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.

**N/A – Unanimous**

5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.

**Yes – Unanimous**

**Arnold made a motion to approve Certificate of Appropriateness (COA22-23) from Zen Acquisitions, LLC to install a new rear deck with the condition the handrail and spindles mimic the front porch without the bottom board on the structure located at 518 West Sharpe Street as submitted citing A. Decks & Patios, Guideline 1, seconded by Edwards. The motion carried unanimously.**

**Replace the existing front concrete walkway with brick pavers due to the damaged and cracked concrete.**

Allen clarified this will be the sidewalk up to the steps with a thin landscape design brick paver set in sand with a border on the side.

1. The historic character of the property will be retained and preserved.

**Yes – Unanimous**

2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.

**Yes – Unanimous**

3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.

**N/A – Unanimous**

4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.

**N/A – Unanimous**

5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will

be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.

**Yes – Unanimous**

**Edwards made a motion to approve Certificate of Appropriateness (COA22-23) from Zen Acquisitions, LLC to replace the existing front concrete walkway with brick pavers as submitted at the structure located at 518 West Sharpe Street as submitted citing D. Driveways, Walkways & Parking Areas, Guideline 1, seconded by MacPhail. The motion carried unanimously.**

**Install a six-foot-tall wooden privacy fence on the east and west rear property lines. The privacy fence will also include a double automatic gate placed near the northeast rear corner of the house running east to west approximately eight feet. The rear east side privacy fence will measure approximately one hundred and fifty-six feet and the rear west side privacy fence will measure approximately one hundred and fifty-five feet.**

Edwards asked if the fence will have horizontal supports and do they face the inside or the outside of the property and Allen stated the supports will be facing the inside of the property.

1. The historic character of the property will be retained and preserved.

**Yes – Unanimous**

2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.

**N/A – Unanimous**

3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.

**N/A – Unanimous**

4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.

**N/A – Unanimous**

5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.

**Yes – Unanimous**

**Campbell made a motion to approve Certificate of Appropriateness (COA22-23) from Zen Acquisitions, LLC to install a six-foot-tall privacy fence at the structure located at 518 West Sharpe Street as submitted citing I. Fences & Walls, Guideline 3 and 5, seconded by Mozingo-Gorman. The motion carried unanimously.**

**Install a four-foot-tall black aluminum fence on the rear property line near the creek. A gate will also be installed with the aluminum fence.**

1. The historic character of the property will be retained and preserved.

**Yes – Unanimous**

2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.

**N/A – Unanimous**

3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.

**N/A – Unanimous**

4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.

**N/A – Unanimous**

5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.

**Yes – Unanimous**

**Mozingo-Gorman made a motion to approve Certificate of Appropriateness (COA22-23) from Zen Acquisitions, LLC to Install a four-foot-tall black aluminum fence on the rear property line near the creek at the structure located at 518 West Sharpe Street as submitted citing I. Fences & Walls, Guideline 4, seconded by Setzer. The motion carried unanimously.**

**Consideration to untable Certificate of Appropriateness (COA22-21) from Latoya Rinehardt to replace the existing wood front door with a new door, install a fiberglass door on the rear addition, and replace the aluminum windows in the rear elevation with vinyl windows on the structure located at 423 West Bell Street; 4734-93-0454.**

Sigmon gave the following staff report:

**Background**

The house located at 423 South Mulberry Street was constructed ca. 1920. The structure is known as the C.R. Rimmer House in the historic survey. The structure is a frame, double-pile, clipped-gable bungalow with a low-pitched roof and a slightly projecting clipped-gable bay on a three-bay front façade. The roof has deep eaves supported by knee braces. The front door is adorned with sidelights and a transom marks the east bay of the four-bay facade which leads to a glazed side porch on the east elevation. Original single paired and triple windows survive throughout the home. A rear kitchen ell exists and a brick retaining wall defines the sloping front yard. The 1932 city directory records C.R. Rimmer as a contractor.

There were no Certificate of Appropriateness approvals listed in the historic files.

**Request**

The owners, Alton Rinehardt and Latoya Rinehardt, are requesting to:

- Replace the existing front door with a new custom-built wood front door. The new wood

door will resemble the existing front door in material, design and style. The applicant has secured a craftsman to build the new front door.

- Replace the existing rear doors with fiberglass doors or new custom built wood doors.
- Replace five mobile home style aluminum windows on the rear addition with new vinyl windows.

**UPDATE** – After the September 22, 2022 HPC Meeting, staff shared questions HPC Members had related to the house at 423 W Bell Street during the HPC Meeting with the applicant. As of October 13, 2022, the applicant visited the Planning Department to answer these questions via writing additional information on the existing application. Staff will share the additional information during the meeting on October 20, 2022.

Sigmon read the email sent to Rinehardt and discussed the amended application with the board (see attachment A).

Sigmon stated she and staff members Jay Daniels and Joseph Campbell went to the site on 10/5/22 to meet with Latoya Rinehardt and Kenya to discuss items 1 through 6. Sigmon presented photos to the board of the front door area taken on 10/5/22 and prior to replacement. Sigmon stated that she and the Planning Director explained the approval process to Rinehardt and recommended the applicant not replace anything prior to board approval. The applicant visited the Planning Department October 13, 2022 to answer questions and amend the application. Mzingo-Gorman asked if the last page of exhibit A is part of the application and Sigmon stated it is part of the amended application and was submitted by the applicant the day the HPC packet was ready to send, so a copy of the email and the amended application was placed at each board member's seat. Gorman asked if the work has been done and Sigmon stated she has not been to the site, but the applicant has shared pictures with her so the applicant should be asked.

Wanman asked if the previous door went to the floor and Sigmon stated she does not know. Setzer asked if this is the original door and Sigmon read the survey presented in the staff report to the board and stated those questions can be addressed to the applicant.

Edwards asked for the conversation with the applicant prior to the last meeting and Sigmon stated the applicant wanted to replace the front door so she told Rinehardt it had to be approved by the commission, not staff due to HPC design standards. Edwards asked if the conversation was between the September meeting and tonight and Sigmon stated Rinehardt came in to prepare the application for the September 22<sup>nd</sup> meeting and since then she sent the email and called Rinehardt to advise her the board had postponed the case because they wanted the applicant's testimony. Rinehardt stated she wanted to continue on, so the Planning Director approved amending the original application.

Latoya Rinehardt, a general contractor, stated she purchased the home from her father this year and found she needed HPC approval, so she was met with Sigmon. Sigmon told her she needed wooden windows and wooden siding and was not aware until tonight that she could have aluminum windows with wood. There is wood siding underneath the aluminum siding that has been removed to return the house to the original state. Sigmon told her she can replace same for same materials, and she could not find a door, so she contacted a vendor in South Carolina to make three wooden doors and instead of using fiberglass doors. She found a solid wood, double mahogany front door to fit and the sidelights were removed because the space underneath was rotten and would be difficult to replace.

The trailer windows in the addition were broken and boarded up and needed to be replaced. It is difficult to find wooden windows and was not aware she could use wooden/aluminum windows and would have replaced all the windows. The wood windows have to be sanded and adjust the weights and she is too far along to order new windows. The windows in the addition have been replaced with vinyl windows. Sigmon told her she can replace same for same and that is why she replaced the door and windows.

Edwards stated they saw the door at the September meeting and like for like means if you have a wood 36" door you put in a wood 36" door and it was tabled because like for like was not taking place and the historic survey states the front door is adorned with sidelights and a transom in the east bay of the four-bay façade. Removing the transom and the sidelights is not like for like because the door opening was moved and the door size was changed. Rinehardt stated it was not like for like because the floor underneath the sidelights was rotten.

Edwards stated the burden of proof is on the applicant and there are no pictures of a rotten floor. Wanman stated Sigmon presented pictures of the floors rotten front edge. Edwards stated if sidelights or a door is removed to replace the rotten floor the sidelights, the door or transom should be returned. He asked why the door was changed since the last meeting when the case was tabled. Rinehardt stated the floor was replaced because of damage and Edwards stated that is like for like and is allowed, but the sidelights should have returned to the structure. Rinehardt stated it would be difficult to return the sidelights and have a custom door made. Edwards asked Sigmon to display a photo of the front door and he does not see rot on the door and the sidelight has moldings around it and if the moldings are removed the sidelight can come out to allow floor repairs and be returned to the opening. Edwards asked why the window and sidelights were not put back and Rinehardt stated it was not necessary and would be difficult.

Mozingo-Gorman stated the issue with a historic home is things are going to be difficult because of custom doors and other custom items and there was a misunderstanding of what like for like means. The issue is not so much the original door described in the 1932 survey, but the configuration around the door and the glass transom is a defining feature of the structure. As historic preservationists, they are concerned the front façade of the house has been altered and she agrees with Edwards. MacPhail stated it was discussed at the last meeting that rather than removing the transom and sidelights and installing the mahogany door, a door was going to be made to fit the existing space, which would need to be taller. He asked for the height of the new door and Rinehardt stated 96". MacPhail stated the old door was 84" and the board discussed to only replace the door. Repairs can be made to the floor around the sidelights or remove them, but the new door has been installed.

Edwards stated this is not the only change since the September meeting and asked if the applicant was told any exterior changes need board approval before the September and the October board meeting and Sigmon stated yes in the initial conversation and at the site visit. Rinehardt's sister, Kenya stated Sigmon did not state anything about approval needed at the site meeting with staff. Sigmon stated that she said met with the applicant to repeat the questions from the board and the applicant amended the application. Rinehardt stated Sigmon told her she would not speak for her unless she answered the questions, so she went to City Hall and wrote down answers to the board's questions.

Rinehardt stated there were two types of siding on right side of the house and it was removed to reveal the original siding and the windows are original except for the small, square window that was changed before she purchased the house. The addition on the back of the house was rotten and the slope of the flat roof was changed and repaired because it was rotten.

Gorman asked if she received a copy of the guidelines and read them. Rinehardt stated Sigmon sent them to her. Gorman stated the guidelines specify exactly what approval is needed for and it is your responsibility as an owner in the Historic District to know the guidelines and follow them. It is specific when you do and do not need to come before the board and is available from the City or online. Rinehardt stated she is not sure if Sigmon sent her the guidelines. Edwards asked when the standards were issued to the applicant and Sigmon stated she told the applicant they were online but does not recall if they were printed.

Edwards asked if the window on the right side of the west elevation was a double window under the siding, and Rinehardt stated the left portion of the window was removed due to damage and not replaced. Edwards asked about raising the roof and Rinehardt stated the flat rubber roof was causing structural damage to the house and joists had to be replaced, so a pitch was added for drainage and to avoid future damage. Edwards asked if the siding seams are staggered and Rinehardt stated the siding is staggered around the house.

Edwards asked what was under the plywood on the rear elevation and Rinehardt stated it was a window and will be replaced with a new window. Edwards asked if all five windows have been installed and Rinehardt stated yes. Edwards asked if the rear doors will be fiberglass or wood and Rinehardt stated wood.

#### **Findings of Fact**

Wanman stated that the Commission must either answer all five Findings of Fact in the affirmative or determine that such finding does not apply to the specific project under consideration. The Findings of Fact results are as follows for each item:

#### **Change the pitch of the roof on the addition, replace two wood doors on the rear and replace five vinyl windows on the addition**

1. The historic character of the property will be retained and preserved.  
**Yes – Unanimous**
2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.  
**Yes – Unanimous**
3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.  
**N/A – Unanimous**
4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.  
**N/A – Unanimous**
5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.  
**Yes – Unanimous**

**Setzer made a motion to approve Certificate of Appropriateness (COA22-21) from Latoya Rinehardt to change the pitch of the roof on the addition, replace two wood doors on the rear and replace five vinyl windows on the addition located at 423 West Bell Street based on Guideline H. Windows and Doors 10 and Roofs 5, seconded by Arnold. The motion carried unanimously.**

**Replace wood siding on house where needed**

1. The historic character of the property will be retained and preserved.  
**Yes – Unanimous**
2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.  
**Yes – Unanimous**
3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.  
**N/A – Unanimous**
4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.  
**N/A – Unanimous**
5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.  
**Yes – Unanimous**

**Campbell made a motion to approve Certificate of Appropriateness (COA22-21) from Latoya Rinehardt to replace wood siding on house where needed located at 423 West Bell Street citing G. Exterior Walls and Trim Guideline 5, seconded by Edwards. The motion carried unanimously.**

**Remove window on west side of house and replace with wood siding**

1. The historic character of the property will be retained and preserved.  
**Yes – Unanimous**
2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.  
**N/A – Unanimous**
3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.  
**N/A – Unanimous**



4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.

**N/A – Unanimous**

5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.

**Yes – Unanimous**

**Arnold made a motion to approve Certificate of Appropriateness (COA22-21) from Latoya Rinehardt to remove a window on the west side of the house and replace with wood siding located at 423 West Bell Street based on H. Windows and Doors #10, seconded by Setzer. The motion carried 4 to 2.**

Anna Campbell – No	Barry Edwards - Yes	Total
Dea Mozingo-Gorman – No	Jessica Arnold – Yes	Yes - 4
John MacPhail – Yes	Glen Setzer – Yes	No - 2

**Replace front door with a new wood mahogany door**

1. The historic character of the property will be retained and preserved.

**No – Unanimous**

2. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of distinctive features, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features has been substantiated by documentary, physical, or pictorial evidence.

**No – Unanimous**

3. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest method possible.

**N/A – Unanimous**

4. Archeological resources will be protected and preserved in place. If such resources must be disturbed, the applicant has shown that mitigation measures will be undertaken.

**N/A – Unanimous**

5. New additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. The new work will be differentiated of the old and will be compatible with the massing, size, scale, and architectural features to protect the integrity of the property and its environment.

**No – Unanimous**

**Edwards made a motion to deny Certificate of Appropriateness (COA22-21) from Latoya Rinehardt to replace the front door with a new wood mahogany door located at 423 West Bell Street citing Guideline H. Windows and Doors 1 and 6, seconded by Mozingo-Gorman. The request was denied to replace the front door with a new wood mahogany door.**

### **Other Business**

There will be a called HPC meeting Thursday, November 17, 2022 due to the Thanksgiving holiday.

Sigmon stated Campbell, Richardson, Wanman, and Edwards will be attending the Preservation NC Conference October 26<sup>th</sup> through October 28<sup>th</sup>.

There was discussion regarding the zoning violation process and application amendment.

There being no other business, Vice-Chairman Wanman asked for a motion to adjourn.

**Campbell made a motion to adjourn, seconded by Mozingo-Gorman. The motion carried unanimously.**

DRAFT

## Marci Sigmon

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**From:** Marci Sigmon  
**Sent:** Wednesday, October 5, 2022 3:01 PM  
**To:** Latoya Rinehardt; [latoyarinehardt@att.net](mailto:latoyarinehardt@att.net)  
**Cc:** Sherry Ashley  
**Subject:** HPC Application for 423 W Bell Street

Hello Ms. Rinehardt,

I wanted to provide you with an overview of the HPC Meeting on September 22, 2022 related to your request for 423 W Bell Street, HPC/C0A Application 22-21.

Staff presented the case as submitted on the application. The board had several questions related to the requests and additional questions related to other parts of the house being renovated in which staff did not have the answers. Due to the questions asked and a representative not being present at the meeting, the board made a motion to table the C0A request until the applicant could be present. Therefore, to continue work on the historic home, I need for you to provide a date which you or a representative can be present to answer the board's questions related to your requests. The upcoming meetings dates are November 17, 2022 and a tentative date of December 8 or 12, 2022.

Staff presented the case with the following information:

### On Application

- A. Replace front door with new wood door (Mahogany). The sidelights and transom will need to be removed for the new door to be installed. Board members shared concern about the front door transom and sidelights being removed to install the new mahogany door.
- B. Replace 2 doors on back of house with new wood doors.
  - 1st Door is existing metal or fiberglass and located on southwest corner in rear. Replace with new wood door. Board members shared concern about a photo of the requested door being needed.
  - 2nd Door — Applicant did not state what material the existing door is but she will replace with new wood door. Board members expressed concern about the exact location of the 2<sup>nd</sup> door requested being identified on the application.

*Board members stated concern there was not a schematic, illustration, or context of where the replacement doors would be installed.*

- C. Replace trailer windows (already removed) with new vinyl windows on rear addition of house. Applicant states this part of the house is not original to the historic footprint of structure. Applicant is requesting 5 new vinyl windows.

*Board members stated concern there was not a schematic or illustration of where the new vinyl windows would be installed such as west rear, east rear, or south rear of addition. Photos of before the trailer windows were removed would be helpful.*

The HPC Board members also discussed several items not listed on the application in which there seemed to be a change take place on the exterior of the structure.

Those items included:

1. Changing the roof pitch of rear addition. *This would be a HPC Board decision and require a HPC Application submittal.*
2. Removing the rafter tails of rear addition. *This would be a HPC Board decision and require a HPC Application submittal.*
3. On west side of house – removing one original window from west elevation at southwest corner. Large window on first floor seems to be removed. What is the anticipated plan? To replace the wood window or remove the wood window? *This would be a HPC Board decision and require a HPC Application submittal.*
4. On west elevation – previously or newly installed small horizontal window in middle of west elevation wall. Appears exterior design has changed from larger window to small horizontal window. What is the history of this window area – was a window resized to current size or another situation occurred? *This would be a HPC Board decision and require a HPC Application submittal.*
5. West elevation on 2<sup>nd</sup> floor under roofline – appears window size has changed from a larger window to a smaller window from appearance of wood exterior siding. *This would be a HPC Board decision and require a HPC Application submittal.*
6. Siding on rear dormer area facing west appears to have been removed. How will this siding be replaced? What material will be used? *If like for like material is being used, just notify staff. If the material is changing type or size, that would be a HPC Board decision and would require a HPC Application submittal.*

I will be happy to discuss these items and assist with the required application if you would like. My contact information is listed below.

Sincerely,

**Marci Sigmon, GISP**  
Planner II  
City of Statesville  
Ph: 704-878-3578  
[msigmon@statesvillenc.net](mailto:msigmon@statesvillenc.net)

Mailing Address:  
PO Box 1111  
Statesville, NC 28687

Physical Address:  
227 S Center Street  
Statesville, NC 28677





City of Statesville  
Planning Department  
Physical: 227 S Center Street  
Mailing: PO Box 1111  
Statesville, NC 28687

Staff Contact:  
704-878-3578

File #	COA 22-21
Rec'd date:	9-6-22
Rec'd by:	YMP
PIN	4734-93-0454
Minor Work	<input type="radio"/>
Major Work	<input checked="" type="radio"/>
Zoning Clearance	<input type="checkbox"/>
Building permits	<input type="checkbox"/>
*Staff Use Only*	

Please use **BLACK** or **BLUE INK**. Do not use other colors, or pencil. They do not photocopy.

Street Address of Property: 423 W Bell St.

Historic District: South Race St

Historic Property/Landmark name (if applicable): \_\_\_\_\_

Applicant's Contact Information:

Applicant's Name: Latoya Rinehardt

Applicant's Address: 423 W Bell St.

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) 704-902-7840

E-mail: latoyarinehardt@att.net

Applicant's Signature: Latoya Rinehardt

Owner's Contact Information:

Owner's Name: Latoya Rinehardt

Owner's Address: 423 W Bell St.

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) 704-902-7840

E-mail: latoyarinehardt@att.net

Owner's Signature: Latoya Rinehardt

Lot size: 60' feet by 164' feet  
(Width) (Depth)

Zoning: R-8 HD Setbacks: Front + Rear = 25'  
Side = 8'

**Please Note:** By signing this application as the applicant, owner or both you are granting permission to staff to visit the subject property to understand site conditions.

Please describe all work that is being requested, including all dimensions, height, materials, colors, and any other pertinent information (please attach any photos, drawings or brochures that will help explain your request):

I would need to replace front door, and replace trailer window in rear of house this is the addition that has trailer windows that would be replace.

- A.) Replace front door with new ~~Craftman~~ fiberglass or style front door. I'm trying to find a company to build similar <sup>wood</sup> door.
- B.) Install fiberglass door for the addition door on the rear elevation.
- C.) On the addition of house replace trailer window with vinyl windows. (5)

Oct 13, 2022

- A.) Replace front door with wood door (french double door) this would replace side lites and transom. Floor under side lite may to be replace due to floor rotten wood.
- B.) Replace two doors in rear of house with wood door.

There may be applications filed that are considered urgent to be reviewed due to a safety hazard, requirement of code, or another valid reason. Such cases shall be reviewed by the staff liaison.

- C.) (5) On the addition of house replace trailer with vinyl windows

1.) Change pitch of roof because flat roof was leaking very bad and rotten wood side wall and on part of roof. Needed to change roof pitch to get proper drainage.

2.) ~~2.)~~ Rafter tails was replace

3.) Window was remove due to rotten and damage materials. Replace ~~side~~ window with wood siding.

4.) Horizontal window was ~~at~~ a part of ~~original~~ original house and house previous<sup>had</sup> aluminum siding. so I had no way of replacing windows.

5.) second floor window was original never been changed.

6.) Replace with wood siding.

Photos will be provided by

Marci Sigmon per agreement



**Stormwater Advisory Commission – Meeting Minutes  
Statesville City Hall – 2nd Floor Conference Room  
August 18, 2022 – 12:00PM**

**Members Present:** Joe Hudson, Steve Knight, Janice Powell, Alicia Lane, Tim Johnson

**Council Present:** Joe Hudson

**Staff Present:** Randall Moore, Ray Allen

**Others:** None

**Call to Order/Introductions**

Randall Moore called the meeting to order. Joe Hudson will be getting appointed as the Council Liaison and Amy Lawton will be sliding off the Commission. This will create a 3<sup>rd</sup> vacancy on the Commission.

**NCLWF Grant Update – Moore**

- We have had 2 zoom meetings with Jennings Environmental. Another is scheduled for Thursday Sept 1<sup>st</sup>. They have provided the City with some base maps show the extent of the planning study.
- This information also included parcel owner data that we used to mail out notices regarding the 3 Stakeholder meetings the City is having with Jennings Environmental at the Statesville Fitness Center. The meetings will take place from 4-6 pm on Thursday Sept 15<sup>th</sup>, October 20<sup>th</sup>, and Nov 17<sup>th</sup>. Citizens will be able to come in and provide input on issues they have or see along their property and Free Nancy.
- We have published the Stakeholder notice on our blog and the City Facebook page.
- We also ordered some door hangers for the staff to carry with them as they perform the study starting in December.

**Update on Projects around the City**

- The Meeting Street Culvert Replacement is to begin next week. The contractor anticipates completing the project by the beginning of December. S Meeting St will be closed between W Sharpe and W Bell St.
- Currently have a repair for Lucille St out for informal bid, due by 2 pm tomorrow, 8/19. This is one of the capital repairs in this fiscal year's budget. I am working with John Hatcher, the City's Grant Coordinator, to apply for a grant to cover the cost of this repair.
- We are working with McAdams Company for a design to replace/expand the culvert on Sunningdale Lane. There is a 48" RCP here that is sandwiched between the water line and the sewer line and is severely undersized for the 10-year storm. The road has washed out multiple times previously. McAdams will also be helping us with obtaining a grant to help with the cost of design and to construct.
- The maintenance crew continues to work on tail ditch maintenance, cleaning out boxes and pipes, and other general repairs that their equipment will allow them to.

**Maintenance Crew Update**



- We have hired 2 skilled laborers to fill the open positions. One employee came over from Water/Sewer at the end of June. The other employee started on this past Monday. All positions are currently filled.

#### **Stream Monitoring Stations Update**

- We installed the monitoring station on West Glen Eagles starting on June 13, finished the next morning on June 14<sup>th</sup>. We chose this location because it seemed like it would be easier due to the location, stream channel depth, distance to stream. There was a learning curve, had to field adjust the nuts and bolts of it to get everything installed.
- This allowed us to get the 2<sup>nd</sup> station installed at Springdale on Wed the 15<sup>th</sup> in about 3 hours total.
- Both stations are working well and have only had one alarm set off each. That was during the evening storm on Sat 8/6. Both sites triggered their initial alert level (4 feet for Springdale, 1.5 feet for W Glen Eagles). The high alert for each station is 3 feet-W Glen Eagles, 6 feet-Springdale.

#### **Other Items per Commissioners**

None

#### **Adjournment**

Moore stated that the next meeting will be held on November 17th, 2022. The meeting was adjourned.