



CITY COUNCIL MEETING AGENDA

January 09, 2023

Pre-Agenda Meeting – 6:00 p.m. – City Hall 2nd Floor Conference Room

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. 4**
 - VI Presentations & Recognitions**
 - 1. Proclamation – Martin Luther King, Jr. Day - Pg. 7
 - VII Public Comment**
 - VIII Consent Agenda – All items below are considered to be routine by City Council and will be enacted by one motion. There will be no separate discussion on these items unless a Council member 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 December 19, 2022 Pre-Agenda and City Council meeting minutes. (*Fugett*) Pg. 8**
 - B. Consider granting permission to the Statesville Police Department staff to apply for a grant from the NC Governor's Crime Commission Federal Violence Against Women Act - for up to \$135,000 for the purpose of supporting the department's Domestic Violence Initiative, Victim Advocate, and two Domestic Violence Investigators salaries, fringe benefits, supplies, and training. ((*Navey*) Pg. 15**
 - C. Consider allowing the Statesville Police Department to apply for funding from the North Carolina Governor's Highway Safety Program that will provide fourth year continuation funding of 50% of the \$142,950 budget for fiscal year October 1, 2023 - September 30, 2024 for salaries and travel/training for two officers in the amount of \$71,475, and the required 50% MATCH from the City of Statesville of \$71,475 for this fourth and final year of funding. (*Navey*) Pg. 17**
 - D. Consider approving renewal of a contract with Leah Gaines Messick to continue as the Statesville City Attorney. (*Smith*) Pg. 18**

- E. Consider approving a Resolution of Intent to permanently close portions of these streets and alleys; Durham Ave., W. Raleigh Ave., Tenth St., Eleventh St, Alley 1, and Alley 2, and Schedule a Public Hearing for February 20, 2023. *(Ashley) Pg. 22*
- F. Consider approving 2nd reading of Rezoning Request ZC22-24 for property located at the end of Morland Drive; Iredell County Tax Parcel #4743-86-0887 from B-2 CU-36 (Neighborhood Business Conditional Use) District to B-2 CZ (Neighborhood Business Conditional Zoning) District, Change of Conditions. *(Ashley) Pg. 33*
- G. **Consider** approving 2nd reading of AX22-18 an ordinance to annex property located at 3511 Cambridge Place, PIN #4765-32-2779; LandQuest Carolinas, LLC property. *(Ashley)*
- H. Consider approving a Resolution to sell the three properties described herein to Habitat for Humanity of the Charlotte Region for the purposes of developing Affordable Housing. *(Pierce) Pg. 37*
- I. Consider authorizing the sale of PIN #4743-39-3938.000 by approving the attached Resolution. *(Pierce) Pg. 44*
- J. Consider approving sole source vendors for the City of Statesville for apparatus, supplies, materials, or equipment in accordance with NCGS 143-129(e)(6). *(Holman) Pg. 47*
- K. Consider approving a Ground Lease Estoppel Certificate and an Agreement with GAMA Aviation. *(Ferguson) Pg. 53*
- L. Consider approving two lease agreements with The Lamar Companies. In lieu of paying “rent” on the two properties on which Lamar has signs, the City receives design assistance and six months of billboard display within our community. *(Pierce) Pg. 67*
- M. Consider appropriating fund balance to approve Budget Amendment #2023-24 to pay an economic incentive in the amount of \$129,786.23 to Cheney Bros, Inc. *(Holman) Pg. 77*

REGULAR AGENDA

- IX Announcement and presentation of the Statesville Fire Department’s Insurance Services Office rating from Mike Causey, North Carolina Commissioner of Insurance and State Fire Marshal. *(Weatherman) Pg. 79*
- X Consider approving a Resolution declaring 2023 the Year of the Trail. *(Mayor Kutteh) Pg. 80*
- XI Conduct a public hearing and consider approving first reading of AX22-19, an ordinance to annex the property located on Candy Drive, PIN #4724-62-6702, owned by Locke-Lane Properties LLC (Bristol Terrace). *(Ashley) Pg. 82*
- XII Conduct a public hearing and consider approving a Resolution of Closure and Declaration of Withdrawal to permanently close a portion of Wall Street. *(Ashley) Pg. 90*
- XIII Conduct a public hearing and consider approving first reading of Rezoning Request ZC22-25 Airport Park for properties located at 2507 and 2511 Newton Drive; Tax Parcel #'s 4724-72-2785, 4724-71-3753, and 4724-71-7836 portion; from LI (Light Industrial) District to R-10 CZ (Urban Low Density Residential Conditional Zoning) District. *(Ashley) Pg. 103*
- XIV Consider approving 2nd reading of TA22-03: Text Amendments to the Unified Development Code filed by the City of Statesville to amend Articles 1. Administration, Article 2.

Development Review Process, Article 3. Zoning, Article 4. Non-Conforming Situations, Article 5. Supplemental Regulations/Performance Standards for Specific Uses, Article 6. Development Standards, Article 8. Public Facilities Requirements, Article 9. Definitions and Article 10. Appendices stamp for plats. (Ashley) Pg. 122

- XV Designate a single NCLM Voting Delegate who will cast the municipality's vote by January 12, 2022. Review, discuss and determine which of the proposed legislative goals your municipality supports. Each municipality may select 10 of the 16 proposed goals. (Smith) Pg. 125**
- XVI Consider a request from FultonBSH SVNC II, LLC by their legal counsel to apply the alternate industrial street standard on North Barkley Road. (Taylor) Pg. 131**
- XVII City Manager's Report**
- XVIII Advisory Boards Meeting Minutes - Pg. 139**
1. 11/09/2022 Airport Commission Meeting Minutes
2. 11/17/2022 Historic Preservation Commission Called Meeting Minutes
3. 11/15/2022 Planning Board Meeting Minutes
- XIX Other Business**
- XX Closed Session**
- XXI 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,

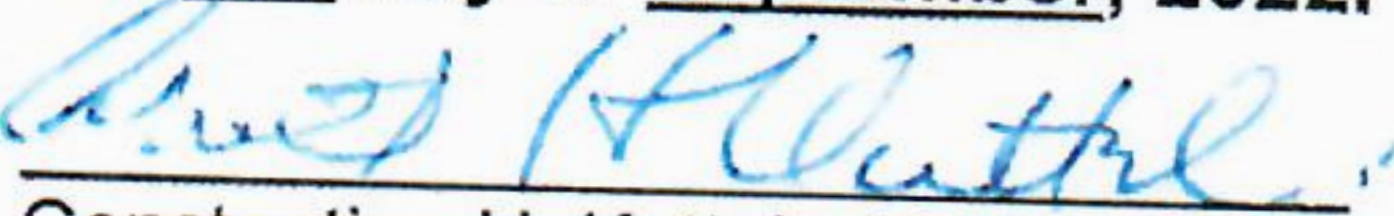
Section 5. Board members should conduct the affairs of the board in an open and public manner. They should comply with all applicable laws governing open meetings and public records, recognizing that doing so is an important way to be worthy of the public's trust. They should remember when they meet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

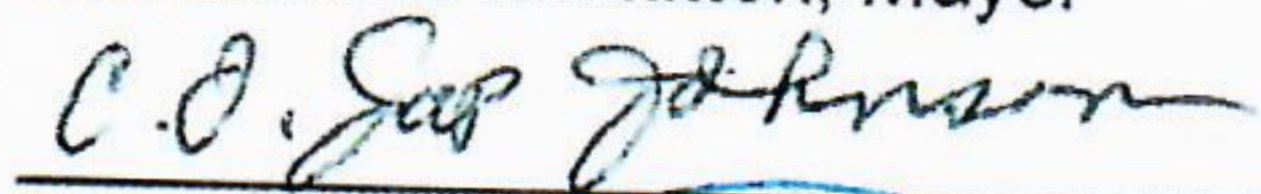
Section 6. This Code of Ethics should be re-executed by each sitting Council member during the first meeting in January each calendar year.

Accepted this the 1st day of February, 2021.

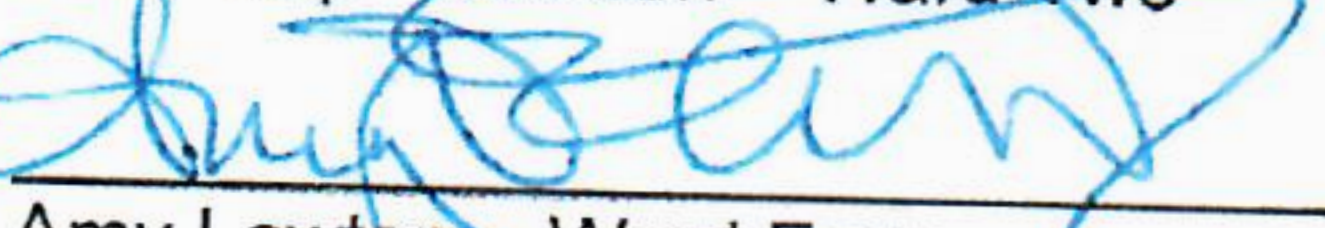
I affirm that I have read and understand the City of Statesville Code of Ethics this the 19th day of September, 2022.



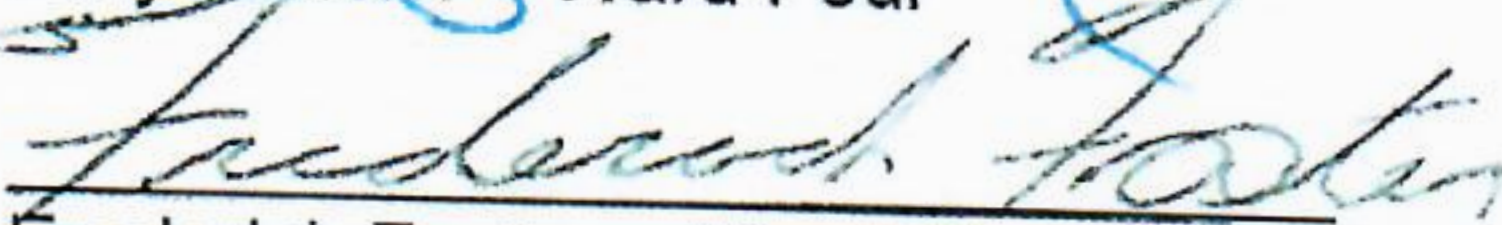
Constantine H. Kutteh, Mayor



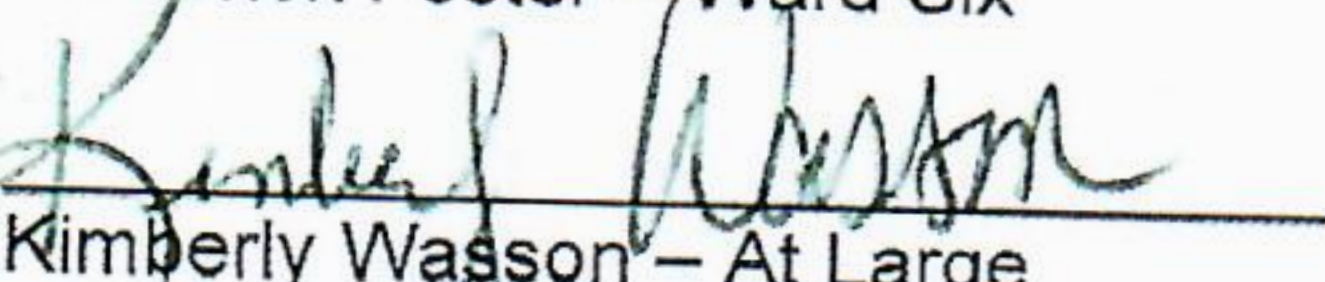
C.O. "Jap" Johnson – Ward Two



Amy Lawton – Ward Four



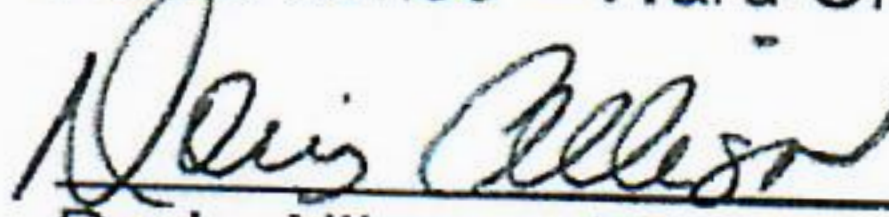
Frederick Foster – Ward Six



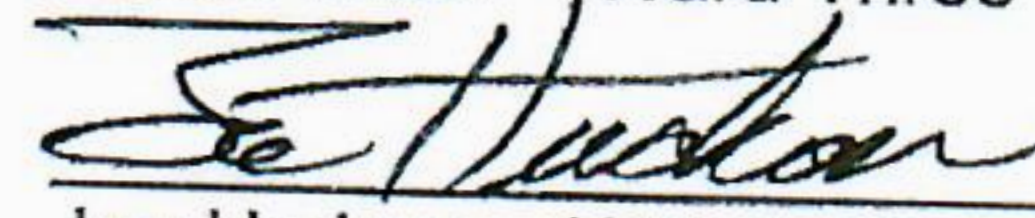
Kimberly Wasson – At Large



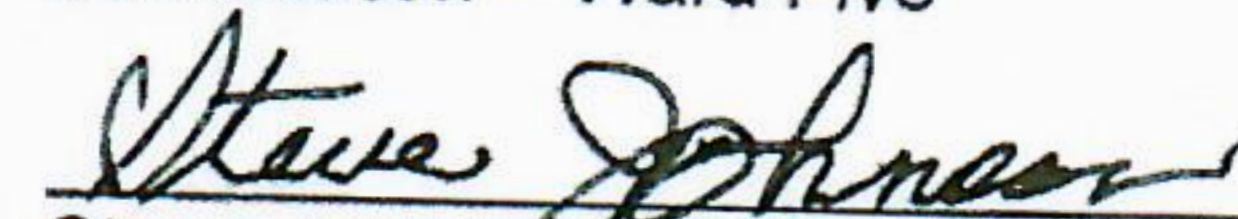
David Jones – Ward One



Doris Allison – Ward Three



Joe Hudson – Ward Five



Steve Johnson – At Large

City of Statesville

North Carolina



Office of the Mayor

Proclamation

“Dr. Martin Luther King, Jr. Day”

WHEREAS, Martin Luther King, Jr. was born on January 15, 1929, and in 1983, President Reagan signed into law the occasion of his birth as a national holiday in honor and remembrance of his birth and life; and

WHEREAS, his eloquent, powerful words, indomitable spirit, and commitment to non-violent protest set an example of the possibilities for peaceful change through unity and perseverance; and

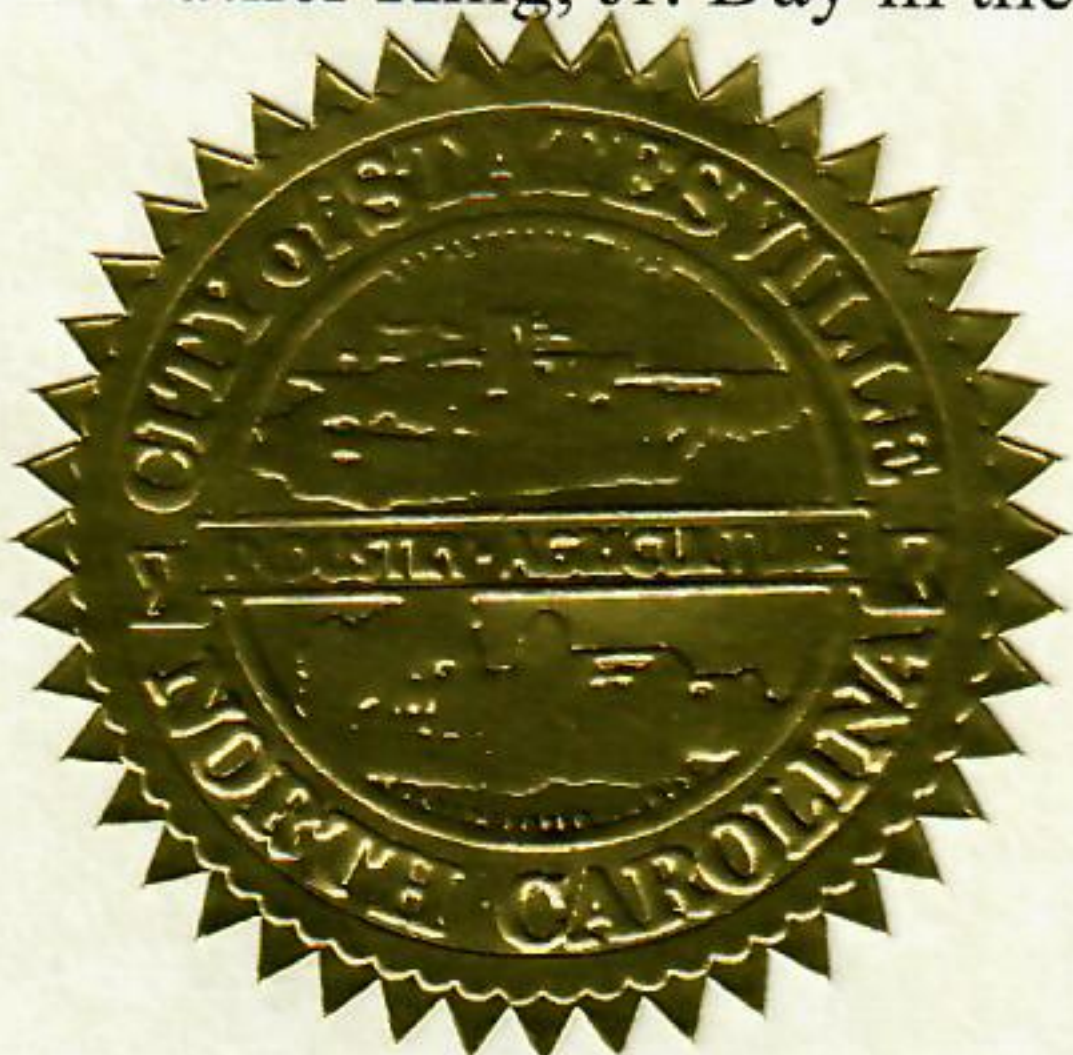
WHEREAS, Dr. Martin Luther King, Jr. Day is not only for celebration, remembrance, education, and tribute, but above all, a day of service for citizens of all backgrounds and ages; and

WHEREAS, the City of Statesville is deeply proud of its diversity of people and its commitment to upholding the Civil Rights of all its citizens; and

WHEREAS, through his courage, his belief in non-violence, and his powerful message of hope, Dr. Martin Luther King, Jr. moved millions of Americans to act toward profound social change; and

WHEREAS, we join the nation in celebrating the life and legacy of Dr. Martin Luther King, Jr., and we honor his memory by reaffirming our dedication to upholding his dream for all of America;

NOW, THEREFORE, I, CONSTANTINE H. KUTTEH, Mayor of the City of Statesville, North Carolina by virtue of the authority vested in me as Mayor, do hereby proclaim January 16, 2023 as Martin Luther King, Jr. Day in the City of Statesville.



IN WITNESS WHEREOF I have set my Hand and caused the Great Seal of the City of Statesville to be affixed this 16th day of January 2023.

Constantine H. Kutteh, Mayor

MINUTE BOOK , PAGE
CITY OF STATESVILLE PRE-AGENDA MEETING MINUTES – DECEMBER 19, 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, E. Kurfees, Nesbit, Taylor, Ashley, Gregory, Francica, Shelton, G. Kurfees, Holman, Onley, Moore

I Call to Order

Mayor Kutteh called the meeting to order.

II Invocation

III Pledge of Allegiance

IV Adoption of the Agenda

V Code of Ethics

VI Presentations & Recognitions

VII Public Comment

VIII Consent Agenda - All items below are considered to be routine by City Council and will be enacted by one motion. There will be no separate discussion on these items unless a Council member 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.

Mayor Kutteh reviewed the following Consent Agenda.

- A. Consider approving the December 05, 2022 Pre-Agenda and City Council meeting minutes. (Fugett)**
- B. Consider approving a Resolution to adopt the 2023 Statesville City Council Regular meeting schedule.**
- C. Consider approving 2nd reading of AX22-15, an ordinance to annex property located at 1446 N Barkley Road, PIN #4743-87-3668 Fulton BSH SVNC II, LLC property (Storage Sense Expansion) (Ashley)**
- D. Consider approving 2nd reading of AX22-17, an ordinance to annex property located at 128 Wallace Springs Road, PIN #4733-87-3355, Joseph Scott Duncan property. (Ashley)**
- E. Consider approving a Resolution directing the City Clerk to Investigate a Petition of Annexation for AX22-19, PIN #4724-62-6702, Locke-Lane Properties LLC (Bristol Terrace); Receive the City Clerk's Certificate of Sufficiency; Consider**

approving a Resolution setting the date of January 9, 2023, for a public hearing for the petition for annexation. *(Ashley)*

F. Consider approving resolution setting the date of January 9, 2023, for a public hearing for the petition for annexation. *(Ashley)*

G. Consider accepting a donation from JPS Composites of \$1,000 for Fire Department Supplies and approve Budget Amendment #2023-25. *(Weatherman)*

H. Consider accepting a grant in the amount of \$168,650 from the Golden Leaf Foundation Flood Mitigation Program for the Lucille Street Pipe Replacement Project and approving Budget Amendment 2023-23. *(Moore)*

REGULAR AGENDA

IX Consider approving a Resolution in honor of Phil Hazel for his years of service and many contributions to the success of the Statesville Regional Airport.

Mayor Kutteh moved this item to under Item VI - Presentations & Recognitions on the agenda and asked for a motion to go ahead and approve it at the pre-agenda meeting.

Council member S. Johnson made a motion to approve, seconded by Council member J. Johnson. The motion carried unanimously.

Mayor Kutteh briefly reviewed the rest of the Regular Agenda.

X Conduct a public hearing and consider approving first reading of AX22-18 an ordinance to annex property located at 3511 Cambridge Place, PIN #4765-32-2779; LandQuest Carolinas, LLC property. *(Ashley)*

XI Consider appointing/reappointing three (3) members to the Statesville Convention & Visitors Bureau. *(Sutton)*

This item was moved to Consent Agenda.

XII Mayor Kutteh - End of Year Report

XIII City Manager's Report

XIV Advisory Boards and Commissions Meeting Minutes – None

XV Other Business – None

XVI Closed Session – None

XVII Adjournment

Mayor Kutteh asked for a motion to move to Closed Session to discuss an Economic Development matter, pending litigation and to protect the attorney-client privilege.

Council member Foster made a motion to move to Closed Session, seconded by Council member Allison. The motion carried unanimously.

Upon return from Closed Session Mayor Kutteh advised that no action was taken.

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

MINUTE BOOK , PAGE
CITY OF STATESVILLE COUNCIL MEETING MINUTES – DECEMBER 19, 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, E. Kurfees, Nesbit, Ferguson, Taylor, Ashley, Gregory, Francica, Shelton, G. Kurfees, Holman, Onley, Moore

I Call to Order

Mayor Kutteh called the meeting to order.

II Invocation

The City Clerk gave the invocation.

III Pledge of Allegiance

Mayor Kutteh led the pledge of allegiance.

IV Adoption of the Agenda

Mayor Kutteh advised of the changes made to the agenda at the Pre-Agenda meeting.

Council member S. Johnson made a motion to adopt the agenda, seconded by Council member Foster. The motion was unanimously approved.

V Code of Ethics

VI Presentations & Recognitions

IX Consider approving a Resolution in honor of Phil Hazel for his years of service and many contributions to the success of the Statesville Regional Airport.

Mayor Kutteh stated that the Phil Hazel recognition was moved from the Regular Agenda to the Recognitions section. Mayor Kutteh read the Resolution and recognized Mrs. Hazel and her late husband for their work at the airport. He thanked Council members S. Johnson and C.O. Johnson for their work on the Airport Commission and thanked Council member S. Johnson for bringing the item to Council to recognize all of Mr. Hazel's lifelong work. Mayor Kutteh read the Resolution and presented it to Mrs. Hazel. Mrs. Hazel told a story about her husband at the airport.

VII Public Comment

Lisa Mozer, 510 Falls Street - Mozer stated she attended Morning Side School and talked about the historic district of Garfield and Green Street. She advised that Morning Side School is an historic school and that there is no funding for what will happen to the building once the administrative offices are moved to Troutman. She spoke about Green Street Cemetery and a grant. There was a letter that was received from the Heritage

foundation about Dr. Holiday's house. Dr. Holiday established his practice in 1906. She wants to ensure that the Statesville black historic part of town is not ignored or destroyed.

Anna Campbell, Park St – Campbell spoke on behalf of the Historic Preservation Commission and provided a background of the HPC. Campbell spoke highly of City staff HPC liaison Marci Sigmon. She provided photos of homes in the Historic District adding that she is so proud of the work that has been done by the staff.

VIII 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 the December 05, 2022 Pre-Agenda and City Council meeting minutes. (Fugett)**
- B. Consider approving a Resolution to adopt the 2023 Statesville City Council Regular meeting schedule.**
- C. Consider approving 2nd reading of AX22-15, an ordinance to annex property located at 1446 N Barkley Road, PIN #4743-87-3668 Fulton BSH SVNC II, LLC property (Storage Sense Expansion) (Ashley)**
- D. Consider approving 2nd reading of AX22-17, an ordinance to annex property located at 128 Wallace Springs Road, PIN #4733-87-3355, Joseph Scott Duncan property. (Ashley)**
- E. Consider approving a Resolution directing the City Clerk to Investigate a Petition of Annexation for AX22-19, PIN #4724-62-6702, Locke-Lane Properties LLC (Bristol Terrace); Receive the City Clerk's Certificate of Sufficiency; Consider approving a Resolution setting the date of January 9, 2023, for a public hearing for the petition for annexation. (Ashley)**
- F. Consider approving resolution setting the date of January 9, 2023, for a public hearing for the petition for annexation. (Ashley)**
- G. Consider accepting a donation from JPS Composites of \$1,000 for Fire Department Supplies and approve Budget Amendment #2023-25. (Weatherman)**
- H. Consider accepting a grant in the amount of \$168,650 from the Golden Leaf Foundation Flood Mitigation Program for the Lucille Street Pipe Replacement Project and approving Budget Amendment 2023-23. (Moore)**
- XI Consider appointing/reappointing three (3) members to the Statesville Convention & Visitors Bureau. (Sutton)**

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

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

REGULAR AGENDA

- IX Consider approving a Resolution in honor of Phil Hazel for his years of service and many contributions to the success of the Statesville Regional Airport.**

This item was moved to under Item VI, Presentations and Recognitions.

- X Conduct a public hearing and consider approving first reading of AX22-18 an ordinance to annex property located at 3511 Cambridge Place, PIN #4765-32-2779; LandQuest Carolinas, LLC property. (Ashley)**

Sherry Ashley stated that the property being considered for annexation has been submitted by LandQuest Carolinas, LLC (applicant and owner). The .55-acre parcel is being requested for annexation and is located on Cambridge Place. The parcel is contiguous to the primary corporate limits of the city; and the applicant requests annexation to receive sewer service. The parcel is currently wooded and is part of Section 4 of the Brookmeade residential development project. The parcel is outside the city's jurisdiction and is currently zoned Iredell County R-20 (Rural Residential) District. A City-initiated rezoning request will follow the annexation process; staff and the property owner support a zoning designation of R-15 (Urban Fringe Low Density Residential) District, which mirrors the designation assigned to the portion of the Brookmeade subdivision located inside the City limits. The current total taxable value of the subject parcel is approximately \$37,000. The applicant estimates that the current tax value to be \$340,000. The city will provide sewer service; Iredell Water Corporation will provide water service; and Energy United will provide electrical service. The city will need to provide sanitation, fire, and police services as requested. In addition, the city will pay the annual debt owed to the Cool Springs Volunteer Fire Department in the amount of \$4.53. The Department recommends approving first reading of the ordinance to annex the subject property located at 3511 Cambridge Place. The City Manager concurs with the Department's recommendation. If approved, the 2nd reading will be held on January 9, 2023. Staff will initiate a rezoning request from Iredell County R-20 to City of Statesville R-15.

Mayor Kutteh declared the public hearing open and asked if anyone wished to speak on the matter. There being no speakers, he declared the public hearing closed and asked for discussion or a motion.

Council member S. Johnson made a motion to approve, seconded by Council member Hudson. The motion carried unanimously.

- XI Consider appointing/reappointing three (3) members to the Statesville Convention & Visitors Bureau. (Sutton)**

This item was moved to Consent Agenda at the Pre-Agenda meeting.

- XII Mayor Kutteh - End of Year Report**
Mayor Kutteh gave the following report:

As I reflect on 2022, I am filled with gratitude and thanks. Thanks for the 500 people that work for the City of Statesville and what each of them does every day to make our lives better. You have, and will always have, my unwavering support. You deserve the

respect and admiration of all Statesvillians. I wish I could tell you how many times I am contacted by one of our citizens with a story about how one or more of you has gone out of your way to assist.

Ron Smith, I am grateful for you. You are a caring, compassionate, insightful and dedicated city manager. You exemplify what a manager should do and be. You have assembled a senior management team which reflects your values of kindness, generosity and integrity. Those managers, many of whom always attend our meetings, provide responsive, consistent and professional support. I am thankful for close personal relationships with them. I consider your managers to be allies of all the elected officials as we strive to create the best Statesville possible.

Speaking of elected officials, I am grateful for each of you. It is a privilege to have served with all of you – past and present. I am uniquely positioned to observe your efforts, often beyond the call of duty. Even with diverse points of view on virtually every issue, I am thankful you are willing to serve. The citizens rarely understand the level of commitment given by Council Members.

Election Year 2021 morphed into Election Year 2022 because of census reporting delays. I am eternally grateful to citizens who provided support and encouragement during the election cycle. I learned much about myself, our great city and its great people. I am grateful to the citizens for allowing me to serve another term as your Mayor.

The elections gave me the chance to welcome two new faces to the Council. I am thankful for Kim and Joe and their joining our body. I am grateful you are already sharing your diverse backgrounds and insight. You are appreciated and excellent additions to the Council.

I am grateful for the preparation we have been making for years to accommodate the meteoric growth we are experiencing. I am thankful we had the wisdom and foresight to enhance our entire utility systems. Having capacity to accept this growth makes us a welcoming location. Much of the success is because of who we are – we work hard, we play hard, we take care of each other, we are talented.

I am thankful for business people who are brilliant, all the artists and artisans we have, tight knit families, friends, and colleagues. Folks coming here see the “Statesville Spirit” every day, it is absolutely infectious. I don’t want to dwell on all this, but did you know we approved 16 residential projects and an additional 75 smaller infill projects, that we voluntarily annexed over 1,500 acres of land worth millions of dollars, valued in the billions at buildout, we received grants exceeding \$50 million to support our employees, our airport, our roads, our utility systems, and more. And Jap, we got rid of half the sanitation fees and will finish the job this year. We are all thankful for that.

I am grateful for Doosan, Sherwin-Williams, the Statesville Housing Authority, and the Mayor’s Middle School Youth Advisory Council to highlight just a few.

- Doosan made a monstrous expansion – we are now home to their largest North American Facility. I am thankful for their corporate culture, fostered in large part by Statesvillians who are employed there. There is something special in the air when you enter their plant.

- Sherwin-Williams is making the single largest industrial investment in Statesville history. Their execs blew in here from Cleveland (of all places) with an esprit de corps rarely observed. As we celebrated their decision to make Statesville home to their largest paint manufacturing facility, we built relationships which will last for years.
- When Statesville Housing Authority learned they owned the ideal site for a new fire station, they shared our vision for a better and safer Statesville and partnered with us on this state-of-the-art facility.
- The Mayor's Middle School Youth Advisory Council has a new group of unique student leaders. Following last year's success, these students are ready to move their vision for a Statesville Teen Center forward. These kids displayed a kindness and thoughtfulness which should be exhibited worldwide.

All of these standouts are because of YOU Statesville. You raised these children, you work at these places of business, you encourage US to improve all of our City. I could not be more thankful and grateful for all of you and for what each of you means to what Statesville can be. You are the reason I serve. I am grateful for the opportunity to hear from many of you regularly as we work through issues of interest to you. As I learn of your interests and desires, your hopes and dreams, your pleasures and pains – I learn so much more about myself. I try to be a better person because of you and for you. You are the folks that comprise the patchwork in my quilt – how can I not be grateful and thankful for that. I thank God Statesville found me and my family and that sometime later, I found Statesville.

To all of you, Happy Holidays, and may 2023 be a year filled with much more that is happy than sad. Life doesn't have to be perfect to be wonderful. I am so grateful to be your Mayor. For those who celebrate the birth of a baby boy on a holy night more than 2,000 years ago, Merry Christmas. To all of you I give thanks, Happy New Year!

XIII City Manager's Report

Ron Smith handed out information for the 2022 Legislative Session Review and the NCLM Legislative Goal Statements. He gave an update on the status of the leaf pickups. Smith advised Council that he is working on an agenda for the retreat and that they need to submit anything they want to talk about to him by this coming Friday.

XIV Advisory Boards and Commissions Meeting Minutes – None

XV Other Business – None

XVI Closed Session – None

XVII Adjournment

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

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Pamela Navey

DATE: January 3, 2023

ACTION NEEDED ON: January 9, 2023
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider granting permission to the Statesville Police Department staff to apply for a grant from the NC Governor's Crime Commission Federal Violence Against Women Act - for up to \$135,000 for the purpose of supporting the department's Domestic Violence Initiative, Victim Advocate, and two Domestic Violence Investigators salaries, fringe benefits, supplies, and training.

1. **Summary of Information:** The Statesville Police Department (SPD) is requesting to apply for up to \$135,000 in Violence Against Women Act (VAWA) grant funding from Governor's Crime Commission (GCC). This grant is for 12 months and, when awarded, will be effective from October 1, 2023 through September 30, 2024.
2. **Previous Council or Relevant Actions:** Each year, SPD applies for the GCC VAWA grant. If awarded for FY 23-24, these funds will support the continuation of the two (2) current SPD Domestic Violence Investigators positions.
3. **Budget/Funding Implications:** The requested GCC/VAWA Federal funding will be used for 75% of salaries, fringe benefits, supplies, and training for SPD's two (2) current Domestic Violence Investigator positions and Victim Advocate of up to \$135,000.

There is 25% cash match required by the City for this grant of up to \$33,750 with the City's Finance Department serving as fiscal agent.
4. **Consequences of Not Acting:** If City of Statesville does not allow the application, the City would be losing valuable resources that continue to support the serious issues involved with domestic violence in our community.
5. **Department Recommendation:** SPD recommends the City of Statesville allows SPD to apply for this DV Initiative Grant budgeted for year FY 2023-2024 for up to \$135,000 maximum award and **City provide up to 25% or up to \$33,750 for Required Match.**
6. **Manager Comments:** Recommend for approval.
7. **Next Steps:** SPD to submit application to GCC prior to January 31, 2023.
8. **Attachments:**
 1. Projected budget

BUDGET & NARRATIVE - SPD DV INV FY 23/24

PERSONNEL Item	Annual Cost	75% GCC	25% City	Formula / Calculation
DV Investigator 1 - Beck	\$45,885.00	\$34,413.75	\$11,471.25	Set by City
FICA	\$3,510.20	\$2,632.65	\$877.55	7.65%
Retirement	\$5,524.55	\$4,143.42	\$1,381.14	12.04%
Hospitalization	\$4,600.00	\$3,450.00	\$1,150.00	Approx 1/3 Hosp
Sub Total	\$59,519.75	\$44,639.82	\$14,879.94	
DV Investigator 2 - Dyson	\$57,990.00	\$43,492.50	\$14,497.50	Set by City
FICA	\$4,436.24	\$3,327.18	\$1,109.06	7.65%
Retirement	\$6,982.00	\$5,236.50	\$1,745.50	12.04%
Hospitalization	\$4,600.00	\$3,450.00	\$1,150.00	Approx 1/3 Hosp
Sub total	\$74,008.24	\$55,506.18	\$18,502.06	
TOTAL Personnel	\$133,527.99	\$100,146.00	\$33,382.00	

2 DV Investigators will conduct investigations individually & in conjunction with other officers & agencies with regard to incident of domestic violence within the City, including homicide, sexual assaults, stalking, human trafficking, & other acts of violence.

TOTAL BUDGET FY 23/24

	75% GCC	25% SPD
\$133,527.99	\$100,146.00	\$33,382.00

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Pamela Navey

DATE: January 3, 2023

ACTION NEEDED ON: January 9, 2023
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider allowing the Statesville Police Department to apply for funding from the North Carolina Governor's Highway Safety Program that will provide fourth year continuation funding of 50% of the \$142,950 budget for fiscal year October 1, 2023 - September 30, 2024 for salaries and travel/training for two officers in the amount of \$71,475, and the required 50% MATCH from the City of Statesville of \$71,475 for this fourth and final year of funding.

1. **Summary of Information:** The Statesville Police Department (SPD) would like to apply for fourth year of the Governor's Highway Safety Program (GHSP) grant funding with a budget of \$142,950 for existing positions of (2) officers and travel/training for FY 23/24, beginning on October 1, 2023 in the amount of \$71,475, which is 50% funding of the budget and requires 50% match by City of \$71,475. The budget of \$142,950 is based on \$93,184 in salaries & \$49,766 in fringe benefits for 2 officers. This grant will continue to support the 2 positions funded originally by GHSP in FY20-21, while reducing the cost to the City of Statesville.
2. **Previous Council or Relevant Actions:** Currently, SPD is in the third year of this grant for FY 2022-2023 at 70% GHSP and 30% City Match with a budget of \$130,009.
3. **Budget/Funding Implications:** The City of Statesville will have been able to off-set approximately \$497,729 in personnel, travel and equipment/vehicle costs over four years, allowing the City to fund other projects or support other personnel needs. City of Statesville will look to receive approximately \$71,475 GHSP funding for the fourth and final year of this specific grant in FY 23/24.
4. **Consequences of Not Acting:** If the City of Statesville does not allow application for these funds, we could be funding these two officers at full cost. This would divert funding from other projects and personnel needs.
5. **Department Recommendation:** The Statesville Police Department recommends the City of Statesville will allow SPD to apply in this grant cycle for continued support for these two officers.
6. **Manager Comments:** Recommend for approval.
7. **Next Steps:** Grant to be written between now and January 31, 2023. If awarded, the grant will be effective October 1, 2023.
8. **Attachments:** None

CITY COUNCIL ACTION REQUEST

TO: Mayor and City Council
FROM: Ron Smith, City Manager
DATE: January 04, 2023

ACTION NEEDED ON: January 09, 2023
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving renewal of a contract with Leah Gaines Messick to continue as the Statesville City Attorney.

- 1. Summary of Information:** Leah Gaines Messick has expressed interest in continuing in the capacity of City Attorney with the same terms and conditions of the expiring contract. The contract for the City Attorney is presented for your consideration.
- 2. Previous Council or Relevant Actions:** Council previously voted to renew Messick's contract at the February 7, 2022 Regular City Council Meeting.
- 3. Budget/Funding Implications:**
- 4. Consequences for Not Acting:** The City will need to pursue alternate legal representation.
- 5. Department Recommendation:**
- 6. Manager Comments:** Recommend for approval.
- 7. Next Steps:** N/A
- 8. Attachments:**
 1. Contract

CONTRACT

THIS CONTRACT is made and entered into on the date shown below by and between **The City of Statesville**, hereinafter referred to as "City" and **Leah Gaines Messick, Attorney with Homesley, Gaines, Dudley, & Clodfelter**, herein after referred to as "Attorney";

WITNESSETH:

THAT WHEREAS, the City desires to employ the Attorney as the city attorney upon the following terms:

1. This Contract shall begin on January 9, 2023 and unless sooner terminated by thirty (30) days' written notice of either party, shall exist and continue through the first meeting of the City Council in January of 2024. The City Attorney may have a performance evaluation completed annually by the City Council.
2. The Attorney is to be available for consultation, legal advice, and for representation as requested by the City Council, the Mayor, the City Manager, and other authorized individuals, with respect to all legal matters arising from the business and affairs of the City of Statesville. The Attorney will also attend all Council meetings, and other meetings as scheduled, or have a member of the firm attend in her absence or in the alternative, clear an absence with the City Manager or Mayor.
3. The City will pay the Attorney a retainer of One Thousand Dollars (\$1,000) per month. This will cover attendance at the regular monthly Council meetings and the normal preparation involved for said meetings. The Attorney will charge an hourly rate of One Hundred Fifty Dollars (\$150) per hour for all other services for which there is not a specific fee set forth hereinafter.
4. The Attorney will bill Seventy-Five Dollars (\$75) per hour, or one half (1/2) the normal hourly rate for those education seminars which are "learning intensive" and education rather than social. This rate will be paid for those hours which the Attorney is actually in the meeting. With respect to all seminars, all business and all travel, if the Attorney is authorized to attend said function, actual expenses will be paid by the city. These expenses include room, meals, travel and such other items, including parking, as may arise.
5. All expenses for litigation, including court costs and service fees, are paid by the City. There will be no charge for normal secretarial usage, but in those situations in which there is an unusually heavy usage of the Attorney's secretarial staff, there will be a charge for said usage of the rate of Seventeen Dollars (\$17.00) per hour. This usage must be approved by the City Manager prior to billing.
6. It is specifically understood that the hourly rate of \$ 150.00 per hour shall be charged for any legal services rendered in connection with litigation, arbitration, or other adversary proceedings; expenses as detailed herein above; secretarial time; and certain other services involving real estate matter as set forth in the Addendum A of this contract;

7. The Attorney shall render certain services for a set fee, unless the court proceedings involved become so drawn out that an hourly rate is more reasonable than the flat rate set forth in the Addendum. In that event, the City Manager will furnish the City Attorney with a written authorization to start billing for time on that specific matter on an hourly basis, and the date at which said billing shall commence. Services included in this section shall include all matters relating to title examination of land, preparation of two documents in connection with such examination, or the acquisition of property; all preparation of documents involved in condemnation proceedings; matters relating to the issuance of notes or bonds; preparation of documents to transfer interest in real estate, closing fees, and other proceedings as will be included on Addendum A captioned "REAL ESTATE SERVICES", which is to be attached hereto and made a part of this contract.
8. Billing statements will be submitted monthly to the City Manager for review and approval and payment, per the rates specified in this Contract and Addendum A.

IN TESTIMONY WHEREOF, both parties have executed this Contract in duplicate originals, one of which is retained by each party, all by authority given on this the _____ day of _____, 2023.

Leah Gaines Messick, Attorney at Law

Constantine H. Kutteh, Mayor

ADDENDUM A – REAL ESTATE SERVICE

1. **Title Examinations** - For the examination and preparation of abstracts of title and opinions of title, for each parcel of land charges will be made on the basis of the following schedule:

A. **Minimum Charge:** For property values of \$5,000 and under, the minimum fee shall be based upon the rate of 1.5 hrs minimum of attorney time at the current contract hourly rate (\$150) and will be increased accordingly as the hourly rate increase.

Current Minimum - \$225.00

- | | |
|--|-------------------------|
| B. Property Values of \$5,001 - \$25,000 | 1-1/2 % x value (0.015) |
| C. Property Values of \$25,001 - \$125,000 | ½ of 1% x value (0.005) |
| D. Property Values of \$ 125,001 and above | of 1% x value (0.0025) |

2. **Unusual or Lengthy Title Searches** – For a title search or abstract of title where the property value falls within the minimum, but the attorney is required to expend more than 1.5 hours of time, (such as condemnations for easements and rights-of-way or other eminent domain takings), the attorney will be allowed to bill the city for time at the hourly contract rate:
3. **Deed Preparation & Closings** – The fee for preparation of each document of conveyance necessary to transfer some interest in real estate shall be \$50.00. In addition to the fees for transfer documents, there shall be a closing fee of \$150.00 (or equivalent to the amount of one hour minimum of time) per parcel, which shall cover the costs of attending of closing details.
4. **Condemnations Proceedings** – For drafting of condemnation or eminent domain petitions and proceedings, the attorney shall be paid an initial fee of \$150 per proceeding (or equivalent to one hour of his hourly rate) for drafting and filing the proceeding. Once a proceeding is filed with the Court, it is thereafter considered an adversarial proceeding in litigation, and the attorney will be paid for services at the hourly rate.
5. **Reimbursement of Expenses** – It is understood and agreed that the Attorney shall be reimbursed for expenses and disbursements in connection with these legal matters, including court costs, recording fees, witness fees, travel expenses, deposition and mediation expenses, and other out-of-pocket expenses in connection with the handling of such transactions.

This document constitutes Addendum A for the handling of real estate matters referenced in the Contract, for which time shall be billed in addition to the standard contract hours. This Addendum is dated of even date with the contract, the _____ day of _____, 2023.

Leah Gaines Messick, Attorney at Law

ATTEST:

Brenda Fugett, City Clerk

Constantine H. Kutteh, Mayor

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Sherry Ashley, Planning Director
DATE: December 28, 2022

ACTION NEEDED ON: January 9, 2023
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a Resolution of Intent to permanently close portions of these streets and alleys; Durham Ave., W. Raleigh Ave., Tenth St., Eleventh St, Alley 1, and Alley 2, and Schedule a Public Hearing for February 20, 2023.

1. **Summary of Information:** The City of Statesville is petitioning to close portions of unopened rights of way of streets and alleys (see vicinity map, GIS aerial map and abandonment survey). As shown, 435 feet of Durham Avenue, 243 feet of W. Raleigh Avenue, 476 feet of 10th Street, 374 feet of 11th Street, alley 1 (A-4 on survey), and alley 2 (A-6 on survey).

No roadway has been constructed within such portions of Durham Ave., W. Raleigh Ave., Tenth St., Eleventh St., alley 1, and alley 2. In addition, the city is proposing to expand the existing warehouse, garage and electric facilities adjacent to these rights of way.

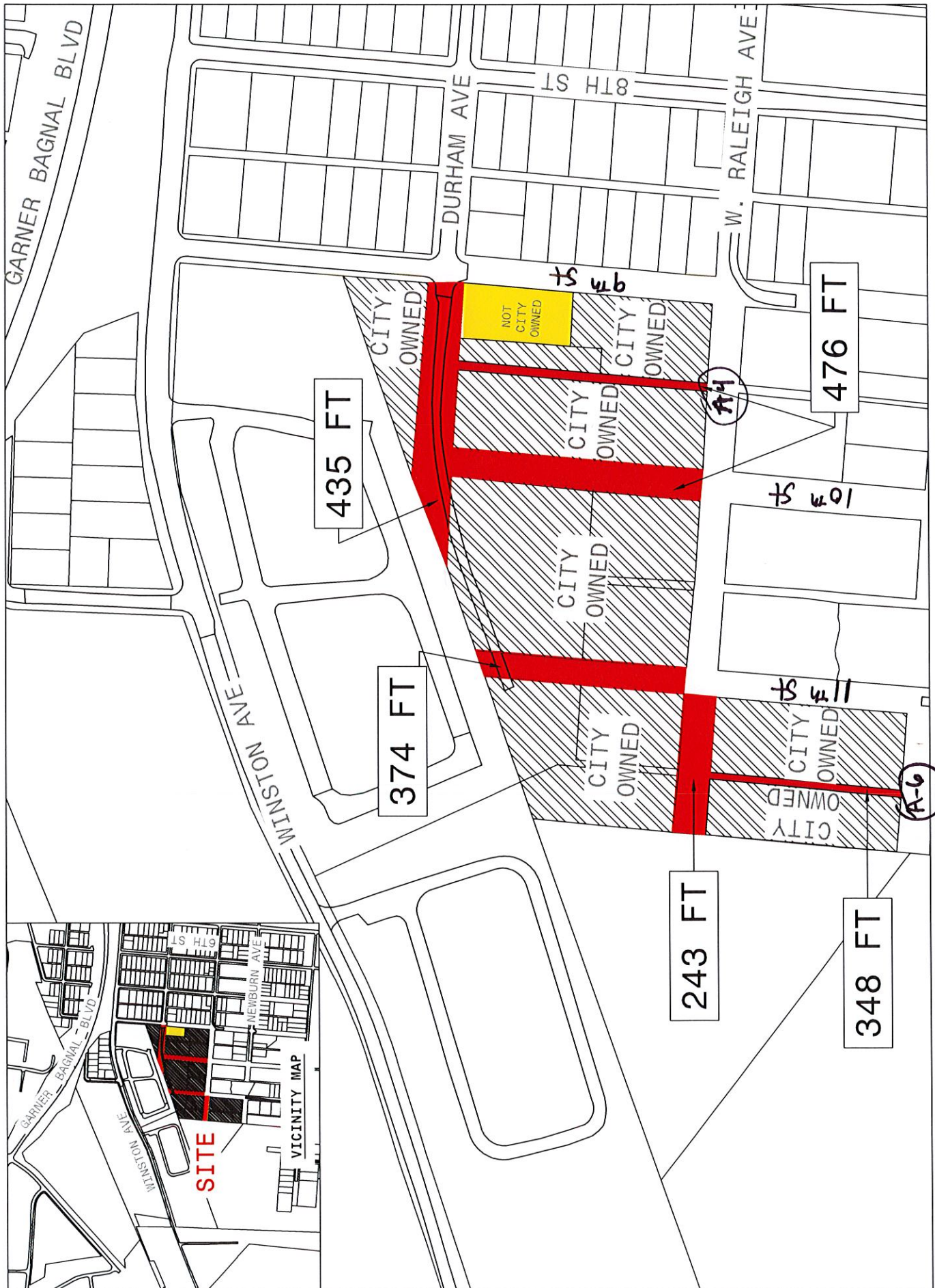
The abandonment process must follow the requirements of NCGS 160A-299.

2. **Previous Council or Relevant Actions:** N/A
3. **Budget/Funding Implications:** N/A
4. **Consequences for Not Acting:** If the portions of these streets and alleys are not closed, then the city would need to expand its facilities elsewhere.
5. **Department Recommendation:** Even though Section 8.06 A.5. c. of the UDC which states that "streets should connect with those already dedicated in adjoining or adjacent subdivisions", no roadways have been constructed on these portions of streets and alleys. The review criteria in Section 2.13 of the UDC (see attached) are met by pursuing the abandonment process. Although 11th Street is shown as a future connection in the 2019 Mobility + Development Plan, neighborhood access is not restricted nor is health and safety impacted due to the neighborhood having multiple access points along the roadways of Durham Ave., W. Raleigh Ave., 11th St., and other roadways in the neighborhood. Therefore, staff's recommendation is favorable to abandon these portions of rights of way.
6. **Manager Comments:** This is a necessary action to facilitate the construction of the new Warehouse Operations Center. Concur with department's recommendation.
7. **Next Steps:** If the Resolution of Intent is approved, in accordance with NCGS 160A-299, the petitioner must post the resolution of intent on the property in two prominent locations on

each right of way and notify adjoining property owners via certified mail. Immediately following the public hearing tentatively scheduled for February 20, 2023, Council will be asked to consider passing the Resolution to Close, as well as a Declaration of Withdrawal, which if approved, will permanently close the portions of streets and alleys attached.

8. Attachments:

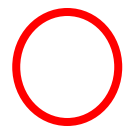
1. Vicinity Map
2. GIS aerial map
3. Abandonment Survey
4. Mobility + Development Plan Figure 3.12b.
5. Section 2.13 Review Criteria
6. Resolution Declaring Intent to Close (with Metes and Bounds Descriptions)



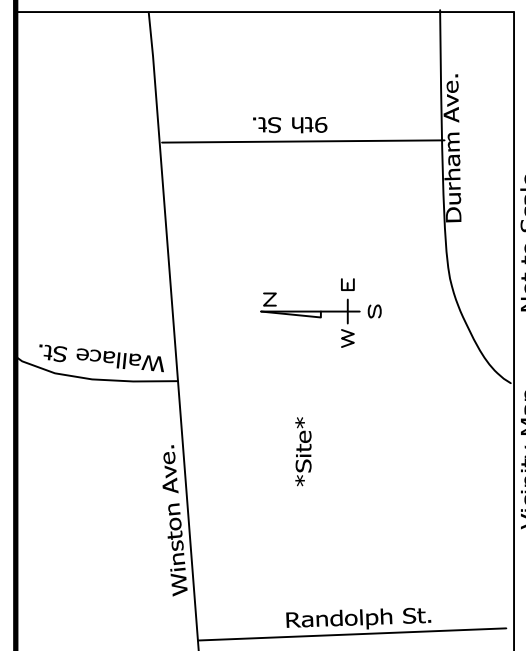
PROPOSED UNDEVELOPED STREETS TO BE ABANDONED



GIS Aerial Photo Map



Pavement Ends



LINE	BEARING	LENGTH
1	N 0° 18' 13" W	60.00
2	N 0° 18' 13" W	60.00
3	S 85° 18' 12" E	255.44
4	S 85° 18' 12" E	255.44
5	N 0° 41' 48" W	60.00
6	N 69° 42' 12" E	55.49
7	N 69° 42' 12" E	55.49
8	S 85° 18' 12" E	255.45
9	S 85° 18' 12" W	50.00
10	N 85° 18' 12" W	50.00
11	N 85° 18' 12" W	50.00
12	S 04° 41' 48" W	448.40
13	S 04° 41' 48" W	448.40
14	N 0° 18' 13" E	60.00
15	S 85° 28' 50" E	13.00
16	S 85° 28' 50" E	13.00
17	S 04° 51' 47" W	60.00
18	N 85° 28' 50" W	145.90
19	N 85° 28' 50" W	145.90
20	S 85° 28' 50" W	156.52
21	N 69° 42' 12" E	142.96
22	N 69° 42' 12" E	142.96
23	S 85° 18' 12" E	13.00
24	S 04° 41' 48" W	373.51
25	S 04° 41' 48" W	373.51
26	N 04° 41' 48" E	373.51

A-1	15,326.13 SF. 0.352 AC.
A-2	18,654.24 SF. 0.428 AC.
A-3	22,416.01 SF. 0.515 AC.
A-4	5,834.98 SF. 0.134 AC.
A-5	26,289.99 SF. 0.604 AC.
A-6	4,856.30 SF. 0.111 AC.

TABLE "A"

DEED REFERENCES:
288-283, 717-358, 733-501, 2922-2496, 2923-1 & P.B. 3, PG. 91



DRAWN BY: SMS	CHECKED BY: WMJ
SCALE: 1" = 100'	
DEED REF: SEE TABLE "A"	PIN NO: ILLUSTRATED
DATE OF MAP: 12-19-22	SURVEY DATE: 06-07-22
REVISION: 12-08-22	DRAWING FILE: 20211117-ABN

**JORDAN
GRANT**
ENGINEERING • SURVEYING • PLANNING
P.O. BOX 151 * STATESVILLE, NC 28687
matt.grant@jordan-grant.com (704) 928-7919
FIRM # P-1227

NOTES:

PROPERTY SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

PROPERTY SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD AND THOSE NOT OF RECORD, IF ANY EXIST.

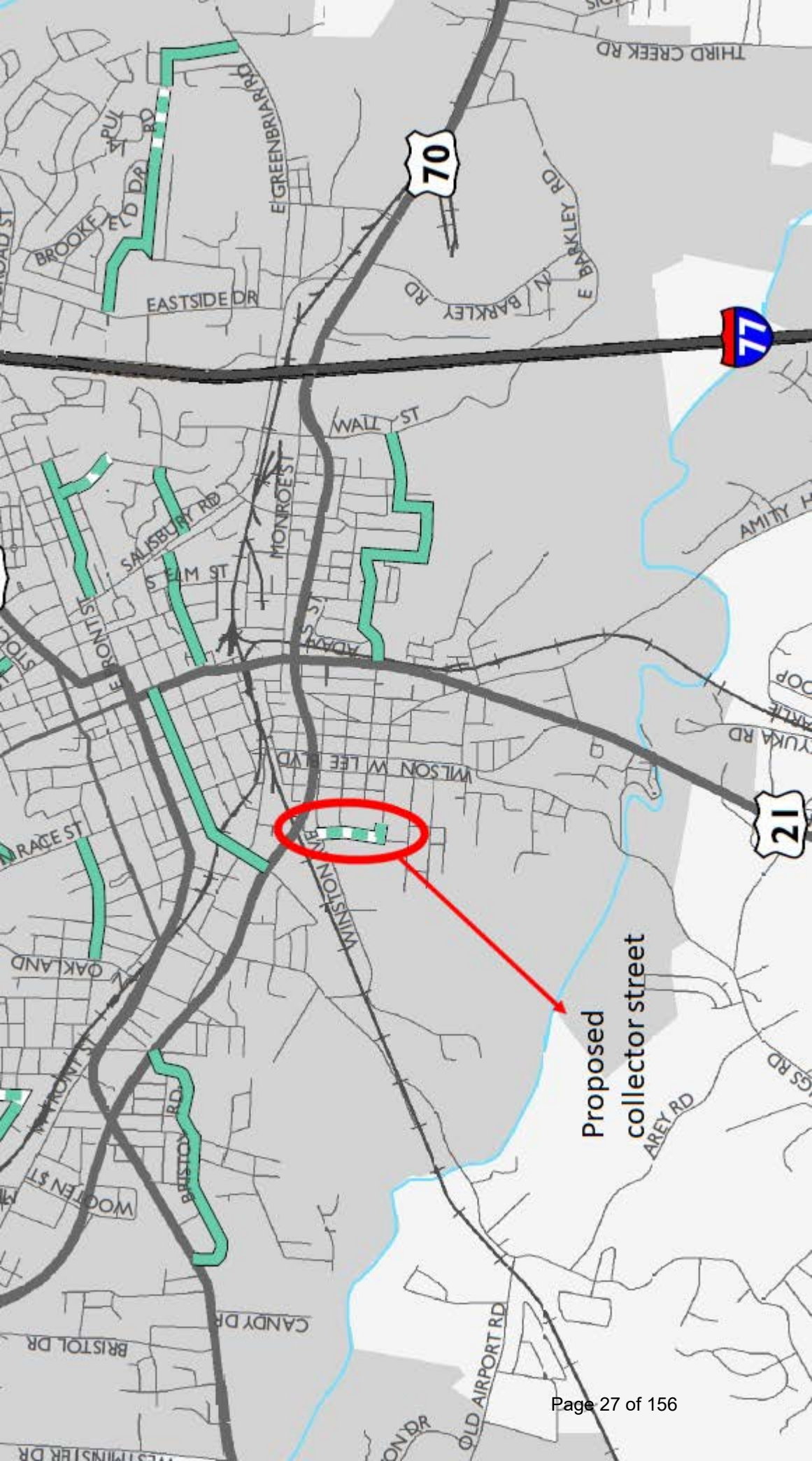
AREA BY COORDINATE COMPUTATION.

ALL ZONINGS AND OTHER LAWS CONCERNING THE DIVISION AND DEVELOPMENT OF REAL ESTATE.

NO SUBTERANEAN SURVEY PERFORMED AT THIS SITE.

LEGEND:

- DI - DROP INLET
- IPF - IRON PIPE FOUND
- IRF - IRON REBAR FOUND
- IRS - IRON REBAR SET
- epl - EXISTING PARCEL LINE
- TT - TRANSMISSION TOWER
- R/W - RIGHT OF WAY
- N/Ts - NOT TO SCALE
- - COMPUTED POINT



Proposed
collector street

Section 2.13 – Abandonment of Streets, Easements or Plats

F. Review Criteria

Prior to approval, the City Council shall find that:

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

G. Decision Maker

The City Council shall approve, approve with conditions or deny approval of the application.

RESOLUTION NO.
RESOLUTION OF INTENT FOR STREET AND ALLEY CLOSING

RESOLUTION BY THE CITY COUNCIL OF STATEVILLE, NORTH CAROLINA DECLARING ITS INTENTION TO CLOSE A PORTION OF DURHAM AVENUE (A-5), W. RALEIGH AVENUE (A-1), TENTH STREET (A-3), ELEVENTH STREET (A-2), ALLEY 1 (A-4), AND ALLEY 2 (A-6) DESCRIBED ON THE ATTACHED EXHIBIT A AND SHOWN ON THE SURVEY PREPARED BY JORDAN GRANT & ASSOCIATES, PLLC, DATED DECEMBER 19, 2022, ATTACHED HERETO AS EXHIBIT B, AND CALLING FOR A PUBLIC HEARING THEREON.

WHEREAS, the attached Exhibit A and survey prepared by Jordan Grant & Associates, PLLC, dated December 19, 2022, and attached hereto as Exhibit B, describes, and shows the portion of streets and alleys to be closed; and

WHEREAS, Durham Ave. (A-5), W. Raleigh Ave. (A-1), Tenth St. (A-3), Eleventh St. (A-2), alley 1 (A-4), and alley 2 (A-6) adjoin the property of the City of Statesville; and

WHEREAS, no roadway has been constructed within such portions of Durham Ave. (A-5), W. Raleigh Ave. (A-1), Tenth St. (A-3), Eleventh St. (A-2), alley 1 (A-4), and alley 2 (A-6); and

WHEREAS, it currently appears that closing the streets is not contrary to the public interest and that no property owner will be deprived of a reasonable means of ingress and egress to its property; and

WHEREAS, the City of Statesville is in need of the properties for the intended future development of its new facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STATEVILLE, NORTH CAROLINA that Notice of its Intention to close a portion of Durham Ave. (A-5), W. Raleigh Ave. (A-1), Tenth St. (A-3), Eleventh St. (A-2), alley 1 (A-4), and alley 2 (A-6) as described on the attached Exhibit A and shown on survey prepared by Jordan Grant & Associates, PLLC, dated December 19, 2022 and attached hereto as Exhibit B be published once a week for two consecutive weeks; that a notice of the closings and a public hearing be prominently posted in at least two places along the streets to be closed and that a public hearing be held on the question of closing the streets on the _____ day of _____, 2023 at _____ o'clock p.m. in the City Council Chambers at City Hall, Statesville, North Carolina.

This the _____ day of _____, 2023.

CITY OF STATESVILLE

BY: _____
Constantine H. Kutteh, Mayor

ATTEST:

Brenda Fugett, City Clerk

Exhibit A: Legal Descriptions

A-1 Beginning at a computed point on the northern right of way of a 60' undeveloped street named W. Raleigh Ave. in the line of City of Statesville (DB 2923, PG 1) and being located S 04°41'21" W 240.11' from a rebar set in the line of City of Statesville (DB 733, PG 501), thence with the northern right of way W. Raleigh Ave and the line of Lots 1-13, BLK 29 (PB 3, PG 91) S 85°18'12" E 255.44' to a rebar set in the western right of way of a 50' undeveloped street; thence S 04°41'48" W 60.00' to a computed point on the southern right of way of W. Raleigh Ave.; thence with the southern right of way of W. Raleigh Ave. N 85°18'12" W 255.44' to a computed point in the line of the City of Statesville (DB 2923, PG 1); thence with the line of the City of Statesville N 04°41'21" E 60.00' to the point and place of beginning. Containing 0.352 acre as shown on survey by Jordan Grant & Associates Dated 12-19-2022. Drawing File # 20211117-ABN.

A-2 Beginning at a rebar set at the northeast corner of Tract A-1 on the northern right of way of W. Raleigh Ave. and the western right of way of a 50' right of way undeveloped, at the southeast corner of a tract owned by City of Statesville (DB 2922, PG 2496); thence with City of Statesville eastern line and western edge of 50' right of way N 04°41'48" E 359.20' to a computed point in the line of City of Statesville (DB 288, PG 283); thence with City of Statesville N 69°42'12" E 55.49' to a computed point; thence with the eastern edge of 50' undeveloped right of way S 04°41'48" W 382.65' to a computed point on the northern right of way W. Raleigh Ave.; thence with the northern right of way of W. Raleigh Ave N 85°18'12" W 50.29' to the point and place of beginning. Containing 0.428 acre as shown on survey by Jordan Grant & Associates Dated 12-19-2022. Drawing File # 20211117-ABN.

A-3 Beginning at a computed point on the northern right of way of W. Raleigh Ave and being located S 85°18'12" E 296.00' from a computed point at the southeast corner of 50' undeveloped right of way described above as A-2; thence with the western right of way of 50' undeveloped street N 04°41'48" E 448.24' to a computed point in the southern right of way of a 60' undeveloped street named Durham Ave; thence with the southern right of way S 85°28'50" E 50.00' to a computed point in the western line of PIN: 4734-70-4541 in the eastern right of way of 50' undeveloped street; thence S 04°41'48" W 448.40' to a computed point in the northern right of way of W. Raleigh Ave; thence with W. Raleigh Ave N 85°18'12" W 50.00' to the point and place of beginning. Containing 0.515 acre as shown on survey by Jordan Grant & Associates Dated 12-19-2022. Drawing File # 20211117-ABN.

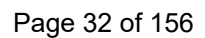
A-4 Beginning at a computed point on the northern right of way of W. Raleigh Ave and being located S 85°18'12" E 139.03' from a computed point at the southeast corner of 50' undeveloped right of way described above as A-3; ; thence with the western right of way of 13' alley N 04°31'10" E 448.82' to a computed point in the southern right of way of a 60' undeveloped street named Durham Ave; thence with the southern right of way S 85°28'50" E 13.00' to a computed point in the eastern line of 13' alley and passing through PIN: 4734-70-4541; thence with the eastern line of alley S 04°31'10" W 448.82' to a computed point being located N 85°18'12" W 143.97' from a rebar found western side of 50' right of way; thence with W. Raleigh Ave N 85°18'12" W 13.00' to

the point and place of beginning. Containing 0.134 acre as shown on survey by Jordan Grant & Associates Dated 12-19-2022. Drawing File # 20211117-ABN.

A-5 Beginning at a computed point on the northern right of way of 60' undeveloped Durham Ave and the western right of way of 9th street and being located S 04° 51'47" W 173.18' from a rebar set at the southeast corner of City of Statesville (DB 288, PG 283); thence with the western right of way of 9th street S 04°51'47" W 60.00' to a computed point at the northeast corner of L.O. Lambert (DB 355, PG 82) and the southern right of way of Durham Ave; thence with Durham Ave N 85°28'50" W 502.86' to a computed point in the line of City of Statesville (DB 288, PG 283); thence with the line of City of Statesville N 69°42'12"E 142.96' to a computed point in the northern right of way of Durham Ave; thence S 85°28'50" E 373.47' to the point and place of beginning. Containing 0.604 acre as shown on survey by Jordan Grant & Associates Dated 12-19-2022. Drawing File # 20211117-ABN.

A-6 Beginning at a computed point in the southwest corner of a 13' alley and being located S 85°45'33"E 95.80' from a rebar set at the southeast corner of City of Statesville (DB 2923, PG 1); thence with the western edge of a 13' alley N 04°41'48" E 373.61' to a computed point at the southern right of way of W. Raleigh Ave; thence with W. Raleigh Ave S 85°18'12" E 13.00' to a computed point; S 04°41'48" W 373.51' to a computed point; thence N 85°45'33" W 13.00' to the point and place of beginning. Containing 0.111 acre as shown on survey by Jordan Grant & Associates Dated 12-19-2022. Drawing File # 20211117-ABN.

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Sherry Ashley, Planning Director
DATE: December 20, 2022

ACTION NEEDED ON: January 9, 2023
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving 2nd reading of Rezoning Request ZC22-24 for property located at the end of Morland Drive; Iredell County Tax Parcel #4743-86-0887 from B-2 CU-36 (Neighborhood Business Conditional Use) District to B-2 CZ (Neighborhood Business Conditional Zoning) District, Change of Conditions

1. Summary of Information:

Rezoning Request

Mr. Andrew McDonald with Dependable Development (applicant), on behalf of International Church of Foursquare Gospel (owner), is requesting to rezone a 13.296-acre parcel of property from B-2 CU-36 (Neighborhood Business Conditional Use) District to B-2 CZ (Neighborhood Business Conditional Zoning) District to change conditions to allow a proposed multi-family development that includes townhomes and duplexes (see attached Location and Zoning & Utilities maps).

Background

A petition to rezone this property to R-5MF was denied by Council back in 1997. In 2002, another rezoning petition was submitted to rezone the property from R-10 to B-2 CU-36 in 2002 to develop a business park. City Council approved the request as a conditional use district with several conditions such as elimination of several uses including high density multi-family, installation of an 8-foot-high solid privacy fence along property boundary with Glen Echo development and approval of a site plan (see attached conditions). In addition, Morland Drive was to be extended to connect to Barkley Road. The business park was not developed and the new Land Development Plan projects residential.

Evaluation

The site is on approximately 13.296 acres located at the end of Morland Drive and immediately east of Interstate 77 (see attached Aerial Photo Map and Site Photos). The intent of this conditional zoning request is to accommodate a planned multi-family development project. The proposal is for 38 duplex units and 52 townhome units. All units are proposed to be for rent at market rate. The duplex units would have frontage on a public street and the townhomes would have access via private driveways and parking lots.

This is a Conditional Zoning request; if approved, the project will be tied to the concept plan and conditions submitted by the applicant, plus any conditions approved by the Planning Board and City Council. The first neighborhood input meeting was held by the applicant on September 22, 2022 at the Ramada by Wyndham Inn; 3 persons attended. Discussion included increase in traffic, units will be 2 stories, no sound barrier along I-77 planned, drop off at intersection of E. Barkley and Morland Drive, construction traffic will be from Morland Drive, homeless camps, and fencing not proposed. A second neighborhood meeting was held on November 3, 2022, at the Ramada Inn. Four people attended just to ask questions (see attached Concept Plan).

The property is currently within the City's extra-territorial jurisdiction (ETJ); if approved, annexation will be required for the extension of public utilities.

The base B-2 District allows for a minimum of 5,000 sq. ft. lots for residential use; with a minimum of 60 feet in lot width at the front setback line, minimum 30' front yard, 25' rear yard and 10' side yard setbacks and 50' maximum height. Duplex lots must be increased by 150% to 7,500 sq. ft. lots. The concept plan meets these requirements except for the corner lot setback which needs to be corrected. Typically, in residential districts, this type of development would provide a minimum of 10% active open space (a minimum of 1.33 acres for the proposed project site). Staff would recommend the 10% open space as a condition. The project proposes to provide a trail, play area and benches throughout the development. Sidewalks will be provided on both sides of Morland Drive Extension and along the private driveways and parking areas. Right-of-way has been reserved for a possible extension of East Barkley over I-77.

The concept plan indicates that there will be 52, 3-bedroom townhomes, and 38 duplex units. Therefore 221 parking spaces (not including garages) will be required. Sanitation will be provided privately with 2 dumpsters for the townhomes and the city will provide service via rollouts to the duplex units.

A stormwater detention pond is proposed for the southwest corner of the project and will be permanently maintained by the owner or HOA.

Revised elevations with materials and photos are attached for the proposed townhomes and duplex units. Staff recommended adding some architectural elements to the duplexes and townhomes.

Class "C" 15 ft. buffers are required along the East and south property lines. An 8 ft. buffer is required along the north and west property lines; however, the developer is offering a 50 ft. buffer along I-77. Street trees are required along Morland Drive and parking lot trees in the parking lots and are shown on the concept plan.

A traffic impact analysis is not required for this project. However, right-of-way has been reserved for a future overpass across I-77 per the adopted Statesville Mobility & Development Plan. Morland Drive will also be extended and connect with East Barkley Road per the city's standards with curb, gutter, and sidewalk.

An internal street lighting plan will be submitted for approval with the site plan.

The City of Statesville's water, sewer and electric services are available to serve the project. However, if any part of the project is within 300 ft. of Duke's line, they may provide service.

The surrounding zoning districts and land uses are as follows:

- NORTH OF THE SITE:** **B-5** (General Business), Tilley's Harley Davidson, Gander RV, several hotels, Enterprise, Waffle House, and a vacant lot.
- EAST OF THE SITE:** **HI, HI CU** (Heavy Industrial), Storage Sense Mini Warehouses, Hugh's Sheet Metal, Prime Source and **R-10** (Urban Low Density Residential), vacant lot and the Glenn Echo Neighborhood
- SOUTH OF THE SITE:** **R-10** (Urban Low Density Residential), vacant lots and **R-20** (Suburban Residential), vacant lots/parcels
- WEST OF THE SITE:** **LI**, (light Industrial), mostly vacant and a few single-family homes (Silverman Group rezoning site)

- 2. Previous Council/Relevant Actions:** At their rescheduled regular meeting on November 15, 2022, the Planning Board unanimously recommended approval for rezoning with conditions proposed by the applicant and several staff recommendations. On December 5, 2022, the public hearing was held, and council passed the first reading unanimously. No one from the public spoke.
- 3. Budget/Funding Implications:** The current total taxable value of the subject parcel is approximately \$838,400. The applicant estimates that project value would be approximately \$25 Million.
- 4. Consequences for Not Acting:** The property could remain undeveloped or be developed under the current B-2 CU-36 zoning district and conditions.
- 5. Department Recommendation:** The 2045 Land Development Plan projects the property as suitable for Complete Neighborhood 2 designation - which is intended primarily for residential development and recommends many of these features, connectivity between neighborhoods, pedestrian/bicycle facilities and planned open space—proposed in the requested Concept Plan (see Character Map and Character Intent). The site is also within the Tier 1 Growth Area.

This project proposes new multi-family housing in Statesville, providing diversity of housing options. The site is close to goods and services. The plan provides active open space, extends Morland Drive for connectivity and provides pedestrian facilities to its residents. The use is a good transition from commercial to residential. All city utilities are available.

Again, this is a conditional zoning request; and if approved the request will be tied to the submitted concept plan and conditions submitted by the applicant, and any additional conditions approved by the Planning Board and City Council.

Therefore, staff recommends approval with the following conditions:

1. A range of units from a minimum of 80 units up to 100 units is permitted.
2. Sidewalks will be provided on both sides of Morland Drive and along the private drives and parking areas.
3. 10% Open Space will be provided.
4. Only commercial uses allowed as customary home occupations will be permitted.
5. A 50' Buffer will be provided along I-77.

6. A combination of at least 2 different materials will be used on the front exterior of all units.
7. Any item(s) not specifically addressed must meet the requirements of the Unified Development Code;
8. Townhomes and Duplexes per revised elevations.

Contingent upon Annexation, correct corner lot setbacks, and remove garage from parking data.

6. **Manager Comments:** Concur with the department's recommendation
7. **Next Steps:** If 2nd reading is approved, the rezoning becomes effective January 9, 2023.
8. **Attachments:** In previous packet, no changes.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Sherry Ashley, Planning Director
DATE: January 05, 2023

ACTION NEEDED ON: January 09, 2023
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving 2nd reading of AX22-18 an ordinance to annex property located at 3511 Cambridge Place, PIN #4765-32-2779; LandQuest Carolinas, LLC property

- 1. Summary of Information:** The property being considered for annexation has been submitted by LandQuest Carolinas, LLC (applicant and owner). The .55-acre parcel is being requested for annexation and is located on Cambridge Place. The parcel is contiguous to the primary corporate limits of the city; and the applicant requests annexation to receive sewer service.

The parcel is currently wooded; and is part of Section 4 of the Brookmeade residential development project. The parcel is outside the city's jurisdiction and is currently zoned Iredell County R-20 (Rural Residential) District. A City-initiated rezoning request will follow the annexation process; staff and the property owner support a zoning designation of R-15 (Urban Fringe Low Density Residential) District, which mirrors the designation assigned to the portion of the Brookmeade subdivision located inside the City limits.

- 2. Previous Council or Relevant Actions:** As noted above, a City-initiated rezoning action will follow the annexation.
- 3. Budget/Funding Implications:** The current total taxable value of the subject parcel is approximately \$37,000. The applicant estimates that the current tax value to be \$340,000. The City will provide sewer service; Iredell Water Corporation will provide water service; and Energy United will provide electrical service. The City will need to provide sanitation, fire, and police services as requested. In addition, the City will pay the annual debt owed to the Cool Springs Volunteer Fire Department in the amount of \$4.53.
- 4. Consequences for Not Acting:** Without annexation the City would not collect property taxes.
- 5. Department Recommendation:** The Department recommends approving 2nd reading of the ordinance to annex the subject property located at 3511 Cambridge Place.
- 6. Manager Comments:** Concur with the Department's recommendation.
- 7. Next Steps:** If 2nd reading is approved, it will become effective January 31, 2023. Staff will initiate a rezoning request from Iredell County R-20 to City of Statesville R-15 for the February 20, 2023, Council meeting.
- 8. Attachments:** In previous packet, no changes.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew L. Pierce, Assistant to the City Manager
DATE: December 28, 2022

ACTION NEEDED ON: January 9, 2023
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a Resolution to sell the three properties described herein to Habitat for Humanity of the Charlotte Region for the purposes of developing Affordable Housing.

- 1. Summary of Information:** Habitat for Humanity of the Charlotte Region (hereafter, "Habitat") approached the City about purchasing vacant properties in order to build affordable housing within the City of Statesville. Staff recommended a pilot partnership with Habitat to build four Single Family Detached dwellings to be sold to households making 80% or below of Iredell County's Area Median Income (AMI). North Carolina General Statute 160A-279 allows the conveyance of municipal property without a competitive bidding process when sold for the purposes of building affordable housing.

The parcels in question are:

- a. Parcel Number 1: 0.23 acres located at 525 S. Tradd St. Tax Parcel Identification Number 4744-14-5176; 525 S. Tradd Street; described in Book 709, Page 641 of the Iredell County Register of Deeds. Tax value is \$2,400.00.
- b. Parcel Number 2: 0.29 acres located 553 S. Tradd St; Tax Parcel Identification Number 4744-14-5089.000; described in Book 724, Page 125 of the Iredell County Register of Deeds. Tax value is \$4,800.00.
- c. Parcel Number 3: 0.15 acres located at 416 Van Buren St; Tax Parcel Identification Number 4744-30-0870; described in Book 663, Page 259 of the Iredell County Register of Deeds. Tax value is \$2,750.00.

Address	PIN	Tax Value
416 Van Buren St	4744-30-0870	\$2,750
525 S. Tradd St	4744-14-5176	\$2,400
553 S. Tradd St	4744-14-5089	\$4,800
	Total	\$9,950

- 2. Previous Council or Relevant Actions:** Staff directed in closed session on October 17, 2022 to prepare contracts with Habitat for the sale of properties.

3. **Budget/Funding Implications:** Habitat has agreed to pay the total tax value of the three properties (\$9,950).
4. **Consequences for Not Acting:** Parcels will remain within the City's portfolio, thus not yielding any taxes. The City will have four fewer homes available to households of moderate or low income.
5. **Department Recommendation:** Approve the resolution authorizing sale to Habitat for Humanity of the Charlotte Region for a) the purchase of the above-named parcels for \$9,950 b) for the purposes of developing affordable housing units.
6. **Manager Comments:** Recommend for approval.
7. **Next Steps:** Mayor and City Clerk to execute a Warranty Deed and a Purchase Contract for the above properties.
8. **Attachments:**
 1. Resolution authorizing the sale to Habitat for Humanity of the Charlotte Region
 2. Exhibit A, Habitat for Humanity Deed Restrictions

RESOLUTION

Resolution Authorizing the Sale of Several Real Properties

PIN 4744-14-5089.000

PIN 4744-14-5176.000

PIN 4744-30-0870.000

WHEREAS, the City of Statesville owns certain properties:

PIN 4744145089.000 / 553 Tradd St, located on the eastern side of Tradd Street and at the end of Broadway Court,

PIN 4744145176.000 / 525 S. Tradd Street, located on the eastern side of Tradd Street and at end of Broadway Court, and

PIN 4744300870.000 / 416 Van Buren St, located on the southwestern corner of the intersection of Van Buren St and Marshall St; and

WHEREAS, North Carolina General Statute § 160A-279 permits the city to sell real property to any public or private entity which carries out a public purpose; and

WHEREAS, the development of affordable housing is a public purpose under NCGS § 160A-279;

WHEREAS, North Carolina General Statute § 160A-279 requires that the city attach to such conveyance covenants or conditions which assure that the property will be put to a public use by the recipient entity; and

WHEREAS, the City has received an offer to purchase the properties described above from Habitat for Humanity of the Charlotte Region for the sum of the tax values of the above named properties (\$9,950); and

WHEREAS, Habitat for Humanity of the Charlotte Region will build four homes on these properties to be sold as affordable housing units for low- and moderate-income families (i.e., to households at or below 80% of Area Median Income).

THEREFORE, THE CITY COUNCIL OF THE CITY OF STATESVILLE RESOLVES THAT:

1. The City Council authorizes sale of the properties through private sale per NCGS § 160A-279.
2. The City Council requires that the future use of this property and any subsequent title transfers to homebuyers will be subject to the deed restrictions required by Habitat for Humanity of the Charlotte Region, Inc.
3. The City Council approves the deed restrictions as outlined in the attached Exhibit A.
4. The City Council requires Habitat for Humanity of the Charlotte Region, Inc. to begin construction within 18 months of the transfer of title.
5. Habitat for Humanity of the Charlotte Region, Inc. agrees to maintain the affordability of each unit for 45 years from the date of this resolution and restart with every subsequent sale, transfer, or conveyance of the property.

Adopted January 9, 2023

ATTEST:

CITY OF STATESVILLE

Brenda Fugett, City Clerk

Constantine H. Kutteh, Mayor

EXHIBIT A

STATE OF NORTH CAROLINA

**Habitat for Humanity of the Charlotte Region,
Inc.**

COUNTY OF IREDELL

**Declaration of Covenants, Conditions, and
Restrictions**

Habitat for Humanity of the Charlotte Region, Inc. ("Habitat") is the Declarant.

RESTRICTIONS

I. Residential use of property

All lots shall be used for residential purposes only, and no structure shall be erected, placed or permitted to remain on any lot other than one single family dwelling and any other outbuilding or structure customarily incident to such residential use; subject, however, to the provisions set forth herein.

No lot shall be used for advertising or conducting a business. No lot shall be used for the purpose of generating rental income. These restrictions do not prohibit Habitat from using the lot for such purposes.

II. Building Line Requirements

- a. All permanent structures must adhere to the minimum building setback lines of city building code.
- b. Any existing structure that does not comply with Habitat established restrictions may remain as is, but may not be altered to further violate the setback requirements. In the event of unintentional violations Habitat would have the right to change or waive the restrictions as long as those changes or waivers don't violate the building codes for Iredell County.
- c. No detached outdoor structure including storage sheds may be located closer than 3 feet to any side or rear lot line, and the structure must be located to the rear of the house.

III. Use of Outbuildings Outdoor Storage Buildings and Similar Structures

No temporary structure shall be allowed to remain on the property. No trailer mobile home, tent, garage, barn or other similar structure shall be used as a residence temporarily or permanently. Outdoor storage buildings (sheds) must be structurally sound and outward appearance must be consistent with the house located on the lot, including the approximate color of vinyl siding on the house.

IV. Parking

No parking is permitted on the property except in designated areas as identified by pavement or gravel and be an extension of original driveway. If gravel is used it must be contained by borders. No parking is allowed on the sidewalk. No inoperable vehicle is allowed to remain on the property for more than 30 days. This includes vehicles with expired tags and/or inspection stickers.

V. Clotheslines

Clotheslines in the front yard are prohibited. Fences and porch railings cannot be used as clotheslines.

VI. Animals

All animals kept on the property must be maintained in accordance with local ordinances.

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VII. Signs

No advertising, business or commercial signs of any type or kind shall be erected, placed or permitted to remain upon or above any Lot with the exceptions of : (i) a single sign "For Sale", which sign shall not exceed two feet by two feet in dimension and shall only refer to the premises on which displayed, (ii) temporary political signs which shall not exceed five square feet in dimension, and (iii) permanent and temporary signs of Habitat on or above any unsold lot.

VIII. Recreational or Exercise Equipment

All swing sets and similar recreational and exercise equipment must be located to the rear of the main dwelling. Basketball goals may be located at paved surfaces on the side or rear of the property within Lot line.

IX. Outside Furniture

No furniture designed specifically for indoor use is allowed on the exterior of the house. Exterior furniture designed for outside areas may be placed in the outside areas of any Lot.

X. Bulky Items

Any item that cannot be disposed of properly in a closed container must be coordinated with the City or Town for special pick-up and must be placed at the street neatly no more than 24 hours in advance of pick-up date.

XI. Nuisances, Unsightly Materials and Maintenance of Lot

All lots must be maintained in accordance with local ordinances.

XII. Antennas; Aerials; Satellite Dishes

No antenna, satellite dish or other reception device having a diameter or diagonal measurement greater than 24 inches shall be installed on any lot. The antenna, satellite dish or other reception device of appropriate size shall be located only on that portion of the structure on the lot to the rear of the house, which is least visible from public view.

XIII. Walls, Fences and Hedges

No fences higher than six (6) feet are permitted on any lot. Fences are only permitted along the perimeter beginning at the front corners of the house, any porch structure excluded, to each side lot line and extending to the rear perimeter of the lot. This restriction shall run with the land and be binding upon Grantee and its successors and assigns.

XIV. Garbage Cans, Lawnmowers Etc.

No garbage can, lawnmower or similar equipment may be kept in the front yard of any lot. Any garbage cans, lawnmowers or similar equipment maintained, kept or stored on the side of any house on any lot shall be screened by adequate planting or fencing so as to conceal the same from the view of neighboring owners and streets.

XV. Subdivision of Lot

No lot may be further subdivided into any smaller lot.

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XVI. Changing Elevations

No owner shall excavate or extract earth from the property for any business or commercial purpose. No elevation changes shall be permitted which materially affect storm water runoff or the surface grade of surrounding lots.

XVII. Non-Discrimination

During such time as the property described herein is used for a purpose for which assistance under the Housing Opportunity Program Extension Act of 1996, P.L. 104-120, was provided or for another purpose involving the provision of similar services or benefits, then no person having an interest in this property shall refuse services for or accommodation or other benefits to any person with respect to the property on account of the person's race, color, creed (religion), sex or national origin or otherwise engage in discrimination conduct of any kind on account of a person's race, color, creed (religion), sex or national origin with respect to the property. This covenant shall run with the land.

GENERAL PROVISIONS

Covenants Running with the Land

All provisions of this Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every owner or any other person or legal entity claiming an interest in any lot, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of this Declaration.

Effective Period

The covenants and restrictions of this Declaration shall run with and bind with the land for a term of forty-five (45) years from the date this Declaration. This 45 year term will restart with each sale, transfer, or conveyance of the Property.

Severability

In the event that any covenant or restriction of this Declaration shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render the Declaration unenforceable or invalid as a whole, and in such event, such revision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions

Affordability Period

For a period of fifteen (15) years (the "Affordability Period") the Property shall be sold only to households with incomes of eighty percent (80%) or less of Iredell County area's median income under the affordability guidelines as published and amended from time to time by HUD, or other reasonably equivalent data in the event such reports are now longer issued.

Shared Appreciation:

In the event the property shall be sold (including, without limitation, any foreclosure sale, or transfer by deed in lieu of foreclosure, or sale to satisfy a judgment lien, tax lien or assessment lien, or any similar proceeding), refinanced or otherwise encumbered by Grantee, there shall be due and payable to Grantor, in addition to the then unpaid principal balance under the Notes (as defined below) and any other then unpaid sums secured by the property, a share of the Appreciation in Value (as defined below) of the property as interest hereunder.

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Such share and such Appreciation in Value shall be computed as follows:

a) From the proceeds of sale net of normal sales and closing costs or from the proceeds of a new mortgage loan shall be subtracted the ownership basis of Grantee, which shall be the sum of the initial purchase price of the property to Grantee and the cost of such improvements as shall be approved in writing by Grantor and paid for by Grantee. The difference, if any, is the Appreciation in Value. Notwithstanding the foregoing, the entire proceeds of any secondary or junior mortgage loan shall be deemed Appreciation in Value.

b) If such a sale, refinancing or encumbrancing shall occur within five years from the date of the Deed to which this exhibit is attached, all of such Appreciation in Value shall be payable to Grantor. After five years from the date of said Deed, Grantee shall be entitled to retain that percentage of the Appreciate in Value, if any, equal to 4% per full year of ownership. For example, if ownership has been held for 10 full years from the date of the Deed to which this exhibit is attached, Grantee shall retain twenty percent (20%) of the Appreciation in Value. The balance of the Appreciation in Value shall be due and payable to Grantor and any remaining proceeds of sale (after payment of the balance of the Notes) shall be retained by Grantee or otherwise disbursed in accordance with applicable law.

ENFORCEMENT

Right to Enforcement

Habitat shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Grantor's Right of First Purchase

At all times from the date of this Declaration, Habitat shall have the first right and option to purchase the Property for the current fair market value as determined by an appraisal report prepared by an independent appraiser and obtained by Habitat within thirty (30) calendar days of receiving written notice of Owner's intent to transfer. Within a period of sixty (60) calendar days after said notice is sent by the Owner, Habitat shall either complete the purchase of the Property, or issue a conditional waiver of its right to purchase. In the event Habitat declines to exercise its right of first purchase, then Owner is free to offer the Property for sale to third Parties in accordance with the Habitat's conditional waiver.

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew L. Pierce, Assistant to the City Manager
DATE: December 28, 2022

ACTION NEEDED ON: January 9, 2023
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider authorizing the sale of PIN #4743-39-3938.000 by approving the attached Resolution.

1. Summary of Information:

- PIN 4743393938.000 lies at the southwestern corner of Lerain Court and Dobson Street in Ward 6.
- The property is 0.238 acres.
- The property is vacant.
- The property is zoned R-8M.
- The tax value of the property is \$2,750.
- BVJ Properties, LLC has offered \$21,000.00 for the property.
- BVJ Properties, LLC has provided the 5% deposit of \$1,050.00 with the City Clerk.
- After duly advertising the property, the city received no additional bids.

2. Previous Council or Relevant Actions:

- i. Council Approval in closed session on October 17, 2022 to proceed with the upset bid process.
- ii. Council approval of resolution to proceed with upset bid process for property on November 7, 2022.
- iii. Notice of the initial bid was duly advertised in the Statesville Record & Landmark on December 01, 22

3. Budget/Funding Implications: BVJ Properties, LLC has made an offer of \$21,000 for the property. Unless otherwise specified, proceeds from the sale will added to the General Fund.

4. Consequences for Not Acting: Council is at liberty to accept or decline the sale of this parcel. If council does not proceed with the sale, parcel will remain within the City's portfolio.

5. Department Recommendation: Accept the bid of \$21,000 and all fees as outlined in the resolution.

6. Manager Comments:

7. Next Steps: Mayor and City clerk to execute a Warranty Deed and a Purchase Contract for the property.

8. Attachments: Resolution Authorizing Upset Bid Process for PIN; Offer to Purchase Real Estate from BVJ Properties, LLC; map of PIN 4743-39-3938.000.

RESOLUTION NO. _____
A RESOLUTION AUTHORIZING THE SALE OF PIN #4743-39-3938.000

RESOLUTION ACCEPTING THE BID OF BVJ Properties, LLC FOR PROPERTY OWNED BY THE CITY OF STATESVILLE, IREDELL COUNTY PIN NUMBER 4743-39-3938.000 IN THE AMOUNT OF \$21,000.00 PLUS THE COST OF ANY LOAN OBTAINED BY BUYER, INCLUDING CHARGES BY AN OWNERS ASSOCIATION AND/OR MANAGEMENT COMPANY AS AGENT OF AN OWNERS' ASSOCIATION FOR PROVIDING INFORMATION REQUIRED BY BUYER'S LENDER; CHARGES REQUIRED BY AN OWNERS' ASSOCIATION DECLARATION TO BE PAID BY BUYER FOR BUYER'S FUTURE USE AND ENJOYMENT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WORKING CAPITAL CONTRIBUTIONS, MEMBERSHIP FEES, OR CHARGES FOR BUYER'S USE OF THE COMMON ELEMENTS AND/OR SERVICES PROVIDED TO BUYER, SUCH AS "MOVE-IN FEES"; DETERMINING RESTRICTIVE COVENANT COMPLIANCE; APPRAISAL; TITLE SEARCH; TITLE INSURANCE; ANY FEES CHARGED BY THE CLOSING ATTORNEY FOR THE PREPARATION OF THE CLOSING DISCLOSURE, SELLER DISCLOSURE AND ANY OTHER SETTLEMENT STATEMENT; RECORDING THE DEED; PREPARATION AND RECORDING OF ALL INSTRUMENTS REQUIRED TO SECURE THE BALANCE OF THE PURCHASE PRICE UNPAID AT SETTLEMENT; ADVERTISING COSTS, SURVEY AND OTHER RELATED COSTS, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A WARRANTY DEED FOR THE SAME TO THE PURCHASER.

WHEREAS, the City Council duly adopted a resolution on November 7, 2022 authorizing the advertisement of an offer to purchase City property Iredell County Pin Number 4743-39-3938.000 subject to an upset bid;

WHEREAS, notice of said bid was duly advertised in the Statesville Record & Landmark on December 1, 2022, in accordance with the NCGS 160A-269, and no upset bid was received of the advertisement; and

WHEREAS, the City Council is of the opinion that said sum of \$21,000.00 meets or exceeds the fair market value of the property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Statesville that the bid of BVJ Properties, LLC in the sum of \$21,000.00 for that City property described in the resolution approved on November 7, 2022 plus the cost of any loan obtained by buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by buyer's lender; charges required by an owners' association declaration to be paid by buyer for buyer's future use and enjoyment of the property, including, without limitation, working capital contributions, membership fees, or charges for buyer's use of the common elements and/or services provided to buyer, such as "move-in fees"; determining restrictive covenant compliance; appraisal; title search; title insurance; any fees charged by the closing attorney for the preparation of the closing disclosure, seller disclosure and any other settlement statement; recording the deed; preparation and recording of all instruments required to secure the balance of the purchase price unpaid at settlement; advertising costs, survey and other related costs are hereby accepted and the Mayor and City Clerk are hereby authorized to execute a Warranty Deed and a Purchase Contract for said property. Adopted this the 9th day of January, 2022.

ATTEST:

CITY OF STATESVILLE

Brenda Fugett, City Clerk

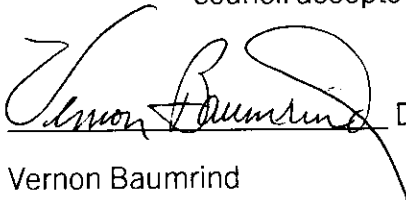
Constantine H. Kutteh, Mayor

Offer to Purchase Real Estate

Statesville, North Carolina

November 9, 2022

1. Parties
 - a. Seller— City of Statesville, NC
 - b. Buyer—BVJ Properties, LLC
2. Property Address, County Tax Parcel #, Other Identifying Information:
 - a. [Property is currently unaddressed]
 - b. PIN 4743 39 3938.000
 - c. Parcel located at the southwest corner of Lerain Court and Dobson Avenue in Statesville, NC
3. Agreed Upon Purchase Price:
 - a. \$21,000
 - b. Twenty-one thousand dollars and zero cents
4. Required 5% Deposit
 - a. \$1,050
 - b. Deposited amount credited toward purchase of property presuming this offeror's bid is the highest price offered and bid is accepted by council.
5. Title
 - a. Title is to be conveyed by General Warranty Deed, "Free and Clear" of any encumbrances.
6. Costs of Sale
 - a. The bidder is solely responsible for all buyer *and* seller costs associated with the sale of the parcel and its advertisement.
7. Taxes
 - a. The bidder is solely responsible for any taxes assessed in 2022.
8. Closing
 - a. The closing shall take place as soon as practicable within thirty days after the council accepts any bid in open session.

 Date 11/9/22

Vernon Baumrind
BVJ Properties, LLC
8508 Park Road #133
Charlotte, NC 28210
704-643-6300
VBaumrind@gmail.com

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Michelle Holman, Interim Finance Director
DATE: December 20, 2022

ACTION NEEDED ON: January 9, 2023
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

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

Summary of Information:

SOLE SOURCE PURCHASES G.S. 143-129(e)(6)

Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. Notwithstanding any other provision of this section, the governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract.

On many occasions staff has situations where a purchase is required from only one possible vendor due to warranties, proprietary arrangements or vendor imposed related vendor performance. This creates a situation where the City can only deal with one vendor. This is allowed under the above state law. However, it is only allowed with Council approval. Instead of delaying the purchasing process each time the situation arises staff is asking that Council preapprove the known sole source situations to be in compliance with State law.

Attached please find the revised list of sole source vendors. We need your approval to use these vendors as sole source vendors. Vendors removed from the list are shown with a strike through and added vendors are shown in red.

Budget/Funding Implications: None.

Department Recommendation: Staff recommends the approval of the sole source vendor list.

Manager Comments: Recommend for approval.

Attachments:

1. Sole Source List
2. Sole Source Letters from New Vendors added to List in RED.

To: City of Statesville

Date: 7/11/2022

Re: Low Voltage Security Service and Installation

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

Therefore, given the shared infrastructure and services, Sage is able to perform the CCTV upgrade and provide standardization and compatibility for these mission critical systems.

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

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

Thanks,

Philip Morgart

Sage Security Solutions LLC

CITY OF STATESVILLE
SOLE SOURCE JUSTIFICATION FORM
Statutory Reference N.C.G.S 143-129(e)6

Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. Notwithstanding any other provision of this section, the governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract.

Vendor: Sage Security Solutions _____

Item(s): OpenEye CCTV upgrade _____

Justification: Sage Security Solutions exclusively provides fire, access control, and CCTV services and support for the Statesville City Hall building and the Statesville City Office Building. They have installed and/or maintain the low voltage infrastructure for each of these systems, as well as the associated software and hardware. This vendor already provides services for fire systems (annual inspections and monitoring) and security systems. They installed, configured, and support our enterprise version of Protégé software which manages multiple access control controllers (card readers, auto arm doors, etc) at various facilities, and can be extended to additional facilities by adding a control board. They also manage, monitor, and support the Panic Buttons, Silent Alarms, and Security alarms. They already support our existing OpenEye CCTV system (cameras, video storage, wiring, software) at COB and CH that we are upgrading. These systems all use a shared low-voltage infrastructure, requiring standardization and compatibility with the existing systems, infrastructure, and vendor. Therefore, we request that Sage Security Solutions be awarded sole source status for the OpenEye CCTV upgrade project to remain standard and compatible with the other existing low-voltage systems at City Hall and the City Office Building.

CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE(S).
ATTACH SOLE SOURCE LETTER FROM VENDOR

1. ☐ Performance or price competition for a product are not available.
2. ☐ A needed product is available from only one source of supply.
3. ☒ Standardization or compatibility is the overriding consideration.
4. ☐ The parts/equipment are required from this source to permit standardization.
5. ☐ None of the above applies. A detailed explanation and justification for this sole source request is contained in attached memo and support documentation.

The undersigned requests that competitive procurement be waived, and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

DEPARTMENT HEAD SIGNATURE: *Michelle Gregory*

DEPARTMENT/DIVISION: _____

April 05, 2022

Re: Sole Source

To Whom It May Concern:

Sensus, a Xylem brand recognizes Ferguson Enterprises as the sole Authorized Distributor of Sensus products for the state of North Carolina. The City of Statesville cannot purchase Sensus products from any other Sensus distributor partner other than Ferguson. Contractually, no other Sensus distributor partner is allowed to sell products outside of their territory. Ferguson is the sole reseller for Sensus products in North Carolina. Please contact Ferguson Enterprises for all of your Sensus needs.

We look forward to providing your business with quality water products and service in the near future. Please feel free to contact me if you have any questions.

Trena Simmons
Sincerely,

Trena Simmons
Partner Success Specialist, Sales Enablement
Sensus, Xylem Brand

Vendor Name	Description of Item	Reason why sole source	Department
ADB Alnacoo	airport lighting supplies	parts for in-pavement approach lights in the runway. Lights were made by ADB ALNACO and replacement parts can only be bought through	Airport
Lektro, Inc	Electrical Parts for electric aircraft tug	Specialized equipment for the movement of aircraft. Lektro is the tug manufacturer.	Airport
Selex ES	Replacement parts for landing system	Selex ES is the original equipment manufacturer for model 2100 instrument landing system and all of its respective spare parts	Airport
Eagle Tugs	Replacement parts for electric aircraft tug	We must use authorized parts for this particular electric aircraft tug otherwise warranty will be voided	Airport
Para-Port	Vinyl hangar doors and related systems	This is the manufacturer of the vinyl hangar doors on our largest hangars. We must keep standardization due to the overall door system	Airport
TOTER LLC	Garbage & Recycle Carts	parts are interchangeable between recycle and garbage carts-axes, wheels, wheel retainers, stop bars, and lid hinges. No other company makes parts that fit Toter Carts	Sanitation
Air Cleaning Specialist (ACS)	Plymovent vehicle exhaust extraction systems	exclusive dealer of Plymovent vehicle exhaust extraction systems for NC and SC.	Fire
C.W. Williams	Amkus rescue systems	C.W.Williams is responsible for this territory to provide sale and service for Amkus hydraulic rescue tools	Fire
Newton's Fire & Safety	MSA air packs (SCBA)	sole authorized distributor of MSA SCBA, Thermal Imaging cameras, SCBA accessories & TIC accessories for Iredell County, NC	Fire
Federal Resources	Propane emergency response equipment (A & B Kit)	Only vendor that manufactures and sells this equipment	Fire
Emergency Apparatus	Rescue Stabilization Equipment	Only vendor that we can purchase Res-Q-Jack from.	Fire
Sonetics	FireCom	Only manufacturer of wireless communications headsets used in our fire apparatus	Fire
PurAqua Products, Inc	Accu-tab blue tablets	to avoid voiding warranty PurAqua is our sole source for accu-tab tablets	Parks and Rec
Alicec	repairs/modifications	repairs/modifications to Alicec Bucket and Line trucks under warranty should be made by Alicec to preserve the warranty	Electric
Charlotte Crane	75 ton rated capacity crane/Make & Model Grov-TMS 875C	This is the only local crane that has the capacity to lift and reach the heavy equipment we need moved.	Electric
RT Chapman Company	Manufacturer Representative/Various	See Letter. Approximately 26 individual companies and their subsidiaries	Electric
NWS (National Transformer Sales)	Manufacturer Representative/Various	See Letter. Approximately 23 individual companies and their subsidiaries	Electric
Anixter	Distributor/Various	See letter and Line Card. Approximately 70 individual companies and their subsidiaries	Electric
Wesco	Distributor/Various	See letter. Approximately 241 individual companies and their subsidiaries	Electric
Atlantic Power Sales, LLC	Distributor/Various	See letter. Approximately 10 individual companies and their subsidiaries	Electric
Minimax Technologies	Substation Asset Management System	See letter. Proprietary Software	Electric
Milsoft	IVR system (PORCHE)	See Letter. Approximately 28 individual companies and their subsidiaries	Electric
Power Tech, LLC	Manufacturer Representative/Various	This company produces brass locks matched to our key	Electric
Wilson Bohannan	Custom Brass padlocks	See Letter. Approximately 24 individual companies	Electric
Utility Service Agency (USA)	Manufacturer Representative/Various	See Letter. Approximately 31 individual companies	Electric
Lekson & Associates	Manufacturer Representative/Various	Beck Sales & Engineering Co is the representative for Siemens process instrumentation product in NC and SC	Electric
Siemens	Instrumentation products in North and South Carolina	See letter. This company provides proprietary parts and service to the Directional Boring Machine.	Electric
Ditch Witch	Directional Boring Machine	See letter. This company provides proprietary parts and service to the generator transfer switch at the Warehouse Complex.	Electric
Asco	Generator Transfer Switch at Warehouse Complex	This company provides all the electric meters that we will use on the AMI system. Purchasing from them so that they will come with the radios installed will save the City money and will also help with lead times.	Electric
Sensus	Sensus & Honeywell Electric meters		Electric
Consolidated Pipe	Master Meter	Consolidated Pipe is the only authorized distributor of Master Meter products in NC, SC, and Georgia	Water/Sewer
Rodders & Jets Supply Co	parts for sewer camera & accessories	see letter. Sole factory authorized distributor & supplier of factory approved parts & service for Aries equipment in NC & SC.	Water/Sewer
Rodders & Jets Supply Co	Vacall truck-all equipment on truck	see letter. Sole source provider of the Vacall product lines in NC & SC.	Water/Sewer
Dukes Root Control	Jet Power II is a unique grease-neutralizing product that works in combination with high-pressure sewer cleaners.	this is one of the top performing degreasers for our sewer lines	Water/Sewer
Fortiline	Kamstrup meters	see letter. Sole source provider of Kamstrup meters in NC	Water/Sewer
Ferguson	Sensus AMI Water Meters and accessories	see letter. Ferguson is sole distributor of Sensus AMI water meters and products in NC.	Water/Sewer
Public Works Equipment&Supply	PHPM-50 (new tack product)	new tack product for new patch truck-requires no heating & doesn't clog lines. Made by Professional Coating Tech and sole source vendor is Public Works Equipment & Supply	Street
NITV	is the sole source for CVSA and its training programs	CVSA(Computer voice sreee analyzer) no other distributors in the US.	Police
Laser Inc Technology	sole manufacturer & distributor	TruPulse 200X, Trusped SXB, TruAngle, and Trupoint products	Police
Axon	Taser Conducted Electrical Weapons	see letter. Goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Standardization or compatibility is the overriding consideration. Iredell-Statesville Schools & Statesville Housing Authority use the Verkada system. Standardizing to Verkada System will allow the police dept to access other cameras with same system	Police
Building Automation Services	Verkada camera Systems		Police
Idexx Laboratories	Bacteriological Testing Supplies	Sole US Manufacturer and Supplier of Colliert* Reagent, Quanti-Tray, Idexx Vessels, and Comparators	Water Resources
Perkison Company	Auma Actuators	Perkison Company is NC Manufacturer Rep. for Auma.	Water Resources
Ovivo	ELMCO-Vacs for Sludge Removal	Manufacturer and Sales of Trac-Vac system Parts can only be purchased through Ovivo.	Water Resources
Jack Moore & Associates	Ross Valve	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources
Heyward Inc	Blue-White Chemical Pumps	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources
Heyward Inc	Evoqua-Envirex= Travel Screens and Sludge Collection Scraper	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources
Alfa Laval Ashbrook Simon-Hartley	Sledge Belt Press	Manufacturer and Sales of Belt Press Parts. Can only be purchased through Ashbrook	Water Resources & 3rd and 4th Creek
Perkin Elmer	Barcode system	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources 3rd & 4th Creek
Perkin Elmer	Fairbanks Morse	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources 3rd & 4th Creek
Perkin Elmer	Teledyne Isco. Lightnin,hydromatic, Them	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources 3rd & 4th Creek
Perkin Elmer	bar screen replacement/ rebuild parts	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources 3rd & 4th Creek
Perkin Elmer	ITT Gould Pumps	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources 3rd & 4th Creek
Perkin Elmer	Seepex, Evoqua, Hack	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources 3rd & 4th Creek
Perkin Elmer	Swaby Lobeline Pumps	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources 3rd & 4th Creek
Perkin Elmer	Flygt Pumps	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources 3rd & 4th Creek
Perkin Elmer	Wilo Mixers, EWT Clarifiers	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources 3rd & 4th Creek
Perkin Elmer	Motors/Pumps for OEM Grit Equipment	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources 3rd & 4th Creek
Perkin Elmer	PT and QC Test Supplies	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources Lab
Perkin Elmer	Autoclave	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources Lab
Perkin Elmer	Atomic Absorption Analyzer	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources Lab
Perkin Elmer	Deionized Water System *Lab deals directly w/Evoqua	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources Lab
Perkin Elmer	EPA Required UCMR 4 Sampling & Analysis	See letter. Pace is the only commercial environmental laboratory located in FL & the Southeastern US approved by EPA...	Water Resources Lab
Perkin Elmer	Allen Bradley controllers and electrical componets	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources 3rd & 4th Creek
Perkin Elmer	Valve & PUMP SPECIALTIES	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources
Perkin Elmer	Hellan Strainer Company	Sole authorized provider of new and replacement pumps as well as repair parts for N.C and S.C.	Water Resources 3rd & 4th Creek
Perkin Elmer	Ebara Pumps		Water Resources 3rd & 4th Creek

EW2 Environmental, Inc.	water technology parts for both water treatment & wastewater	sole source rep for Milton Roy Americas	Water Resources 3rd & 4th Creek
Carolina Seals Inc	Flow- Serve Pumps Seals Lockout	Authorized NC Manufacturer Rep. for Sales, Parts, and Service	Water Resources 3rd & 4th Creek
Sage Security Solutions	software and hardware for City Hall and City Office Buildings	Standardization or compatibility is the overriding consideration for sole source. Vendor exclusively provides fire, access control, and CCTV services and support for these two buildings.	IT

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: John Ferguson, Airport Manager
DATE: December 15, 2022

ACTION NEEDED ON: December 19, 2022
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving Ground Lease Estoppel Certificate and an Agreement with GAMA Aviation

- 1. Summary of Information:** Jet East / GAMA Aviation has requested the City to sign a Ground Lease Estoppel Certificate and Agreement, which does the following: (1) affirms the existence of the lease between us and Jet East and affirms that Jet East has thus far complied with the lease terms; and (2) Consents to Jet East's obtainment of a loan for improvements to the real property, which would create an encumbrance of city-owned real property; and (3) creates additional default remedies that would allow the lender of Jet East to cure any default, or step into the shoes of Jet East, in the event of a default that results in a termination.
- 2. Previous Council or Relevant Actions:** Approved Ground Lease with JetEast/GAMA Aviation for the former Lowes hangar.
- 3. Budget/Funding Implications:** N/A
- 4. Consequences for Not Acting:** Jet East / GAMA Aviation would be unable to obtain financing and make the improvements on the leased property.
- 5. Department Recommendation:** Airport staff recommends approval.
- 6. Manager Comments:** Concur with department recommendation.
- 7. Next Steps:**
- 8. Attachments:** Estoppel Agreement

Prepared by:
Womble Bond Dickinson (US) LLP
555 Fayetteville Street, Suite 1100
Raleigh, NC 27601
Attention: Paul M. Fogleman, Esq.

Recording requested by and after recording return to:
Great Rock Capital Partners Management, LLC
285 Riverside Avenue
Westport, CT 06880
Attention: Tom Keefe

GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT

This **GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT** (the “Agreement”) made as of this ____ day of December, 2022, by and among the **CITY OF STATESVILLE**, a body politic of the State of North Carolina (the “Ground Landlord”), **GAMA AVIATION (ENGINEERING) INC.**, a Delaware corporation (d/b/a Jet East) (the “Ground Tenant”); and together with and any other person that at any time after the date hereof becomes a Borrower, whether one or more, a “Borrower”; and **GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC**, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for itself and the lenders (the “Lenders”) from time to time party to the Leasehold Loan Agreement (as defined below).

RECITALS:

- A. The Ground Landlord is the lessor and the Ground Tenant is the lessee under the Lease (as defined below).
- B. Lenders have agreed to make the Leasehold Loan (as defined below) to the Ground Tenant secured, *inter alia*, by the Leasehold Estate (as defined below).
- C. As a condition precedent to making the Leasehold Loan, Administrative Agent has required, for the benefit of the Lenders, that the Ground Landlord and the Ground Tenant execute this Agreement.

AGREEMENT:

IN CONSIDERATION OF THE FOREGOING, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated by this reference with the same force and effect as if fully set forth herein.

2. **Definitions.** Unless defined herein, capitalized terms used in this Agreement shall have the meanings assigned to them in the Lease. The following terms shall have the meanings indicated below:

a. *Demised Premises* shall mean that certain parcel of land located in Statesville, Iredell County, North Carolina, demised by and as more particularly described in the Lease.

b. *Land Records* shall mean the recorder's office of Iredell County, North Carolina.

c. *Lease* shall mean that certain Corporate Lease Agreement, dated October 18, 2022, by and between Ground Landlord, as lessor, and Ground Tenant, as lessee, notice of which is recorded among the Land Records in [REDACTED], as amended by [REDACTED], demising the Demised Premises, and the related Indemnification Agreement, dated October 18, 2022 between Grantor Landlord and Ground Tenant.

d. *Leasehold Estate* shall mean the estate ~~owned~~held by the Ground Tenant under the Lease.

e. *Leasehold Estate Sale* shall mean the (1) acquisition of possession or control of the Demised Premises under the Leasehold Loan Documents (as defined below), (2) sale of Ground Tenant's interest in the Lease by foreclosure of the Leasehold Mortgage (as defined below), (3) transfer of the Demised Premises by deed in lieu of foreclosure, or (4) sale, transfer or abandonment of the Demised Premises under the authority of the Bankruptcy Court or the Federal Bankruptcy Code or pursuant to an approved plan under the Federal Bankruptcy Code or other appropriate means.

f. *Leasehold Loan* shall mean that certain [REDACTED] loan made by Lenders to the Ground Tenant, and GAMA GROUP INC., a Delaware corporation ("Holdings"), ~~JET EAST CORPORATE AVIATION, LLC, a Pennsylvania limited liability company ("Jet East"), and LYNK AERO, LLC, an Ohio limited liability company ("Lynk"); and together with Ground Tenant, Holdings, Jet East, and any other person that at any time after the date hereof becomes a Borrower, whether one or more, a "Borrower"~~, pursuant to the terms of the Leasehold Loan Agreement and secured by, *inter alia*, the Leasehold Mortgage.

g. *Leasehold Loan Agreement* shall mean that certain Loan and Security Agreement dated of even date herewith, executed by and among Ground Tenant, Lenders and Administrative Agent.

h. *Leasehold Loan Documents* shall mean the Leasehold Agreement, Leasehold Mortgage, any promissory notes entered into in connection therewith and all other documents evidencing or securing the Leasehold Loan.

i. *Leasehold Mortgage* shall mean that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated of even date herewith, made by Ground Tenant to Lender, and recorded or to be recorded among the Land Records and encumbering the Leasehold Estate.

j. *Transferee* shall mean Lender or any successor or assignee of Lender taking title to the Demised Premises in connection with a Leasehold Estate Sale.

3. **Certifications.** The Ground Landlord and Ground Tenant hereby certify to the Administrative Agent, for itself and the Lenders, that the following statements are true and correct:

a. *Lease is Complete; Recording.* The documents listed in the definition of the Lease above are all of the documents amending, modifying, affecting or assigning the Lease. There are no other oral or written agreements, understandings or the like between Ground Landlord and Ground Tenant relating to the Demised Premises, the Leasehold Estate or the Lease transaction. A true, correct and complete copy of the Lease or notice thereof (where permitted by applicable law) has been or will be recorded among the Land Records.

b. *Authority.* The execution of the Lease was duly authorized, the Lease was properly executed and is in full force and effect and is valid, binding and enforceable against Ground Landlord.

c. *Possession; Commencement.* Ground Tenant has accepted possession of the Demised Premises, is in occupancy thereof under the Lease, and the term of the Lease commenced on October 27, 2022.

d. *Expiration; Extension Options.* The current term of Lease expires on December 31, 2039. The Lease contains the following options to extend the term ("Extension Options"): one (1) additional term of ten (10) years.

e. *Rights to Purchase of Third Parties.* No Third Party Offer has been received by Ground Landlord. No third party has any option, right of first refusal or other preferential right to purchase all or any part of the Demised Premises. Ground Landlord has not elected to require the Tenant Purchase.

f. *Rent.* The current annual rent under the Lease, applicable through December 31, 2022, is paid in monthly installments on the first day of each month, and has been paid for the period through December 31, 2022. All additional and other charges have been paid for the current periods. No rents have been paid more than one month in advance.

g. *Escrows and Deposits.* Ground Landlord holds no escrows or deposits under the Lease and no escrows or deposits are required.

h. *Insurance.* Ground Tenant presently maintains insurance coverage which satisfies the requirements imposed upon the Ground Tenant for insurance coverage as set forth in the Lease.

i. *Default of Ground Tenant.* To the best of Ground Landlord's knowledge, there exists no default, nor state of facts which with notice, the passage of time, or both, could ripen into a default on the part of Ground Tenant. Ground Landlord has not sent a notice of default under the Lease.

j. *Default of Ground Landlord.* To the best of Ground Landlord's knowledge, there exists no default, nor state of facts which with notice, the passage of time, or both, could ripen into a default on the part of Ground Landlord. Ground Landlord has received no notice of default under the Lease.

k. *Defenses; Off sets.* To the best of Ground Landlord's knowledge, the Ground Tenant has no defense, set off, basis for withholding of Rent, claims or counter claims against the Ground Landlord under the Lease. To the best of Ground Landlord's knowledge, there are no claims against the Ground Tenant relating to the Demised Premises or its use. Ground Landlord has no claims or counterclaims against the Ground Tenant under the Lease or relating to the Demised Premises or its use or condition. Ground Tenant certifies that the statements in the first sentence of this paragraph k. are true and correct as to Ground Tenant.

l. *Assignments; Encumbrances by Ground Tenant.* To the best of Ground Landlord's knowledge, Ground Tenant has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease or the Demised Premises and, other than the Leasehold Mortgage, no mortgages, deeds of trust or other security interests encumber the Ground Tenant's Leasehold Estate in the Demised Premises.

m. *Assignments; Encumbrances by Ground Landlord.* The Ground Landlord has not assigned, sublet, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease for the Demised Premises, and no mortgages, deeds of trust or other security interests encumber the Ground Landlord's fee interest in the Demised Premises.

n. *Exclusivity.* The Ground Landlord has not granted any right to a third party to conduct business or use the property for a particular use to the exclusion of any other party at the Demised Premises.

o. *Eminent Domain.* Ground Landlord has not received any written notice of any eminent domain proceeding or other governmental or judicial action against the Ground Landlord's interest in the Demised Premises.

p. *Violations.* Ground Landlord has not received written notice that any portion of the Demised Premises violates any governmental law or regulation, including without limitation, any environmental laws or the Americans with Disabilities Act, and it has no reason to believe that grounds exist for any such claim.

q. *Bankruptcy; Insolvency.* Ground Landlord has not filed, nor, to the best of the knowledge and belief of Ground Landlord, is there threatened against or contemplated by Ground Landlord, a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or of any state thereof, or any other action brought under said bankruptcy laws.

4. **Consent to Ground Tenant.** The Ground Landlord hereby unconditionally and irrevocably recognizes that Ground Tenant is the lessee under the Lease with all of the rights and obligations of the lessee thereunder.

5. **Consent to Leasehold Loan Documents.** The Ground Landlord hereby unconditionally and irrevocably consents to the Ground Tenant encumbering the Leasehold Estate by executing and recording the Leasehold Loan Documents and the right of Ground Tenant to assign the Lease to Administrative Agent, for itself and for the Lenders. The Ground Landlord agrees that the Leasehold Loan Documents may be assigned, modified or amended without the prior written consent of the Ground Landlord.

6. **No Encumbrances.** The Ground Landlord shall not sublet or encumber, mortgage, grant a security interest or otherwise finance its interest in the Lease for the Demised Premises or its fee interest in the Demised Premises ("Ground Landlord Grant Of Interest").

~~7. **Subleases.** The Ground Tenant may sublet all or portions of the Demised Premises without the consent of Ground Landlord, as long as any sublease is subject to the terms of the Lease (except any provision requiring the approval of Ground Landlord to a sublease).~~

7. ~~8.~~ **Direct Payments.** Upon written notice to Ground Landlord, Ground Tenant or Administrative Agent, for itself and for the Lenders, may pay all expenses of the Demised Premises currently paid to Ground Landlord (including without limitation Additional Rent, real estate taxes and assessments, utilities) directly to the entities to which they are due and owing. Payment of the amounts due and owing to such entities directly shall satisfy Ground Tenant's obligations under the Lease to make payment of such amounts to Ground Landlord. Notwithstanding the foregoing, Ground Tenant shall continue to pay Basic Rent to Ground Landlord.

8. ~~9.~~ **Lenders' Rights in Default; Cure Periods.**

a. *Default Notice.* Upon the occurrence of a default under the Lease, Ground Landlord shall provide notice of such default to Ground Tenant ("Default Notice") and shall provide a copy of each Default Notice to the Administrative Agent at the same time. No Default Notice shall be deemed to have been duly given and Ground Landlord shall not exercise any rights or remedies with respect to such default, unless and until a copy of the Default Notice has been so provided to the Administrative Agent. If any default entitles Ground Landlord to terminate the Lease and Ground Landlord intends to terminate the Lease if such default is not cured, then the Default Notice should so specify ("Termination Notice").

b. *Specified Defaults; Additional Cure Period.* From and after Administrative Agent receives the Default Notice, Administrative Agent, for itself and the Lenders, shall have the same period to remedy or cause to be remedied the defaults which are the subject matter of the Default Notice ("Specified Defaults"), as is given to Ground Tenant under the Lease for the Specified Defaults, plus in each instance the Additional Cure Period (as defined below). If no time period is specified in the Lease for curing a Specified Default, then Administrative Agent, for itself and the Lenders, shall have the Additional Cure Period to remedy or cause to be remedied the Specified Defaults.

In addition to any periods to cure defaults specified in the Lease, Administrative Agent, for itself and the Lenders, shall have the following periods to cure defaults under the Lease once it receives a Default Notice of such defaults ("Additional Cure Period"):

i) if such default is capable of being cured by the payment of money, thirty (30) days shall be added to any cure period specified in the Lease for the applicable default; and

ii) if such default is not capable of being cured by the payment of money, ninety (90) days shall be added to any cure period specified in the Lease for the applicable default.

c. The cure period specified in the Lease plus the Additional Cure Period for any default shall be referred to as the “Lender’s Cure Period.”

d. *Continuing Cure Period.* If the Administrative Agent receives a Default Notice for a Specified Default that cannot be cured during the Lender’s Cure Period, then at the expiration of the Lender’s Cure Period, (1) the Ground Landlord shall not exercise its rights and remedies; (2) the Lease shall not terminate if the Default Notice included a Termination Notice and (3) the time for Lender to cure or remedy such Specified Default shall be extended and continue for the period necessary for Lender to remedy such Specified Default (“Continuing Cure Period”), as long as Lender shall:

i) prior to the expiration of the Lender’s Cure Period,

a) pay or cause to be paid all Rent in arrears as specified in the Default Notice and which may become due during the Lender’s Cure Period; and

b) if Administrative Agent is not enjoined or stayed from doing so, commence to cure Ground Tenant’s other obligations then in default under the Lease in good faith and with reasonable diligence, except for (1) obligations of Ground Tenant to satisfy or otherwise discharge any lien, charge or encumbrance against Ground Tenant’s interest in the Lease or the Demised Premises junior in priority to the lien of the Leasehold Loan Documents, and (2) non-monetary obligations that are not reasonably susceptible of being cured by Administrative Agent (including without limitation any obligations requiring possession or control of the Demised Premises); and

ii) during the Continuing Cure Period,

a) pay or cause to be paid all Rent as it becomes due under the Lease;

b) if Administrative Agent is not enjoined or stayed from doing so, continues its good faith efforts to cure Ground Tenant’s other obligations then in default under the Lease in good faith and with reasonable diligence, except for (1) obligations of Ground Tenant to satisfy or otherwise discharge any lien, charge or encumbrance against Ground Tenant’s interest in the Lease or the Demised Premises junior in priority to the lien of the Leasehold Loan Documents, and (2) non-monetary obligations that are not reasonably susceptible of being cured by Administrative Agent (including without limitation any obligations requiring possession or control of the Demised Premises); and

c) if Administrative Agent is not enjoined or stayed from doing so, take steps to effect a Leasehold Estate Sale and prosecute the same to completion with reasonable diligence.

e. *Duration of Continuing Cure Period.* The Continuing Cure Period shall continue for as long as Administrative Agent is enjoined or stayed from exercising its rights under the Leasehold Loan Documents from (1) gaining possession or control of the Demised Premises, (2) effecting a Leasehold Estate Sale or (3) curing any Specified Defaults under the Lease and thereafter for so long as Administrative Agent proceeds to complete steps to acquire control and possession of the Demised Premises, effect the Leasehold Estate Sale and cure the Specified Defaults with reasonable diligence.

f. *No Extension of Lease Term.* Nothing in this Section shall be construed to extend the Lease beyond its original term as extended by any Extension Options properly exercised by Ground Tenant or Administrative Agent in accordance with the Lease, nor to require Administrative Agent to continue with the exercise of remedies under the Leasehold Loan Documents after the Specified Defaults have been cured.

g. *If Defaults Cured.* If the Specified Defaults shall be cured and Administrative Agent shall discontinue its exercise of remedies under the Leasehold Loan Documents, the Lease shall continue in full force and effect as if Ground Tenant had not defaulted under the Lease.

h. *Lease Remains in Full Force.* Upon the acquisition of the Leasehold Estate by a Transferee, the Lease shall continue in full force and effect as if Ground Tenant had not defaulted under the Lease, if Administrative Agent has complied with the requirements of this Section.

i. *Effectiveness of Termination Notice.* No Termination Notice shall be effective and the Lease shall not terminate as a result, unless and until a Specified Default remains uncured after the expiration of the Lender's Cure Period and Continuing Cure Period.

j. *Lenders' Cure Effective.* Ground Landlord shall accept performance by or at the instigation of Administrative Agent, for itself and the Lenders, to cure or remedy a default, as if Ground Tenant had accomplished such cure or remedy. Ground Tenant authorizes Administrative Agent, for itself and the Lenders, to take any such action at the Administrative Agent's option and does hereby authorize entry upon the Demised Premises by the Administrative Agent for such purpose.

k. *Leasehold Mortgage Not Assignment or Transfer.* For the purposes of this Section, the granting of the Leasehold Mortgage by the Ground Tenant shall not be deemed to constitute an assignment or transfer of the Lease or of the Leasehold Estate, nor shall Administrative Agent, for itself and the Lenders, be deemed to be an assignee or transferee of the Lease or of the Leasehold Estate so as to require the Administrative Agent, for itself and the Lenders, to assume the performance of any of the terms, covenants or conditions of the Ground Tenant to be performed under the Lease.

However, the Transferee at any Leasehold Estate Sale shall be deemed to be an assignee or transferee, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Ground Tenant to be performed under the Lease from and after the date of such purchase and assignment, but only as long as such Transferee is the owner of the Leasehold Estate. In any action brought to enforce the obligation of any such Transferee as the Ground Tenant under the Lease, the judgment or decree shall be enforceable against such Transferee only to the extent of its interest in the Demised Premises and any such judgment shall not be subject to execution on, nor be a lien on, assets of such Transferee other than its interest in the Demised Premises.

l. *Leasehold Estate Sale is Permitted Sale.* Any sale of the Ground Tenant's interest in the Lease and of the Leasehold Estate as part of any Leasehold Estate Sale shall be deemed to be a permitted sale, transfer or assignment of the Lease and the Leasehold Estate under the Lease.

m. *Further Sale Permitted.* Upon acquiring the Leasehold Estate, a Transferee may sell and assign the Leasehold Estate on such terms and to such persons and organizations as are acceptable to the Transferee without further consent of Ground Landlord, and thereafter be relieved of all obligations under the Lease; provided that the assignee acquiring the Demised Premises from Transferee has delivered to Ground Landlord its written agreement to be bound by all the provisions of the Lease.

9. ~~10.~~ **New Lease.**

a. *New Lease Notice.* If the Lease terminates because of (1) a default under the Lease and the expiration of all applicable cure periods without a cure of such default or (2) a rejection of the Lease by Ground Tenant in any state or federal insolvency or bankruptcy proceeding, Ground Landlord shall provide Administrative Agent, for itself and the Lenders, with written notice that the Lease has been terminated (the "New Lease Notice"), together with a statement of (1) all sums which would have been due under the Lease on the date of the termination had such termination not occurred, and (2) all other defaults, if any, then known to Ground Landlord and not previously included in a Default Notice.

b. *Right to New Lease.* Upon such termination, Ground Landlord agrees to enter into a new lease (the "New Lease") of the Demised Premises with Administrative Agent, for itself and the Lenders, or its designee, at the sole and exclusive option of Administrative Agent, for itself and the Lenders, for the remainder of the term of the Lease. The New Lease shall be effective as of the date of termination, at the Rent and upon the terms, covenants and conditions of the Lease (including without limitation all remaining options to renew but excluding requirements which are not applicable or which have already been fulfilled); provided that:

i) the Administrative Agent shall make written request upon Ground Landlord for the New Lease within sixty (60) days after the date such Administrative Agent receives a New Lease Notice;

ii) the Administrative Agent, for itself and the Lenders, or its designee shall pay or cause to be paid to Ground Landlord at the time of execution and delivery of the New Lease any and all sums which would at the time of execution and delivery thereof be due pursuant to the Lease but for such termination and which were listed in the New Lease Notice. Additionally, Administrative Agent, for itself and the Lenders, or its designee shall pay or cause to be paid to Ground Landlord all reasonable expenses, including without limitation reasonable attorney's fees, which Ground Landlord shall have incurred by reason of such termination and the execution and delivery of the New Lease and which have not otherwise been received by Ground Landlord from Ground Tenant or other party in interest under the Lease;

Upon the execution of the New Lease, Ground Landlord shall afford to Administrative Agent, for itself and the Lenders, or its designee named therein, an offset against the sums otherwise due under the previous subparagraph or under the New Lease in an amount equal to the net income derived by Ground Landlord from the Demised Premises during the period from the date of termination of the Lease to the date of the beginning of the lease term of such New Lease. In the event of a controversy as to the amount to be paid to Ground Landlord pursuant to this Section 10(b)(ii) the payment obligation shall be satisfied if Ground Landlord shall be paid the amount not in controversy, and Administrative Agent, for itself and the Lenders, or its designee shall agree to pay any additional sum ultimately determined to be due by a third party arbitrator reasonably acceptable to both parties;

iii) Administrative Agent, for itself and the Lenders, or its designee shall agree to remedy any of Ground Tenant's defaults of which the Lender was notified in the New Lease Notice and which are reasonably susceptible of being cured by Administrative Agent, for itself and the Lenders, or its designee;

iv) any New Lease and any renewal lease entered into with Administrative Agent, for itself and the Lenders, shall be prior to any Ground Landlord Grant Of Interest in the Demised Premises;

v) The Ground Tenant under the New Lease shall have the same right, title and interest in and to the Demised Premises and the improvements thereon as Ground Tenant had under the Lease; and

vi) the Ground Tenant under the New Lease shall be liable to perform the obligations imposed upon such Ground Tenant only during the period such Ground Tenant has ownership of the Leasehold Estate. Furthermore, in any action brought to enforce the obligations of the Ground Tenant under any New Lease, the judgment or decree shall be enforceable against the Ground Tenant only to the extent of its interest in the premises demised by such New Lease and any such judgment shall not be subject to execution on, nor be a lien on, assets of such Ground Tenant other than its interest in such premises.

c. *No Termination of Subleases.* Unless Administrative Agent otherwise directs Ground Landlord in writing, Ground Landlord agrees that upon termination of the Lease it shall not terminate any subleases in effect at the Demised Premises ("Subleases"), and shall recognize and use reasonable efforts to preserve the Subleases as direct leases between the subtenants under the Subleases and Ground Landlord.

10. ~~11~~-Rights Exercisable by Administrative Agent. Ground Landlord and Ground Tenant hereby agree that all rights and options, including without limitation any and all extensions options, rights of first refusal and rights of purchase, may be exercised directly by or on behalf of Administrative Agent, for itself and the Lenders.

11. ~~12~~-Administrative Agent Need Not Cure Defaults. Nothing herein shall obligate Administrative Agent, for itself and the Lenders, to remedy any default of which it receives notice. Without limiting the foregoing, nothing herein contained shall require Administrative Agent, for itself and the Lenders, or its designee as a condition to its exercise of rights under this Agreement to cure any default of Ground Tenant not reasonably susceptible of being cured by Administrative Agent, for itself and the Lenders, or its designee, in order to comply with the provisions of Sections 9 of this Agreement, or as a condition of entering into the New Lease provided for by Section 10 of this Agreement.

12. ~~13.~~ Application of Insurance Loss Proceeds and Condemnation. Notwithstanding anything to the contrary in the Lease, Ground Landlord agrees that any and all insurance casualties or losses and condemnation actions shall be governed by the Leasehold Loan Documents, and any and all insurance loss proceeds and condemnation awards shall be paid to Administrative Agent, for itself and the Lenders, and applied in accordance with the terms and provisions of the Leasehold Mortgage. Ground Landlord further agrees that Administrative Agent, for itself and the Lenders, may be named an additional insured under any insurance policies relating to the Demised Premises.

13. ~~14.~~ Future Amendments; Cancellation. Ground Tenant and Ground Landlord agree not to amend, modify, cancel or terminate the Lease or surrender the Leasehold Estate or Demised Premises without the prior, written consent of Administrative Agent, for itself and the Lenders. Any such amendment or modification effected without such prior, written consent shall be void. Ground Landlord and Ground Tenant agree that neither shall terminate the Ground Lease upon damage, destruction or casualty upon the Demised Premises as long as the Leasehold Loan Documents remain outstanding.

14. ~~15.~~ Future Financings. In the event Ground Tenant seeks to refinance the Leasehold Loan from time to time by mortgaging the Leasehold Estate, Ground Landlord agrees to enter into an agreement substantially similar in form and content to this Agreement with an institutional lender proposing to make a loan to Ground Tenant secured by a first lien upon the Leasehold Estate. All reasonable expenses incurred by Ground Landlord in connection with any such agreement shall be paid by Ground Tenant.

15. ~~16.~~ Notices. Any notice or demand which may be given or made hereunder or with reference to the Lease shall be a sufficient notice or demand if made in writing and (a) deposited in any letter box under the control of the United States Government, enclosed in a postpaid envelope, certified, return receipt requested, (b) sent by overnight national courier service (e.g., Federal Express or Airborne Express) or (c) delivered by hand, and addressed to the respective parties at the last address of which the parties may have been informed in writing, or if no place has been designated:

If to the Ground Landlord:

City of Statesville
301 S. Center Street
Statesville, NC 28677
Attention: Ron Smith

If to the Ground Tenant:

Gama Aviation (Engineering) Inc.

32405 Aurora Rd.
Solon, Ohio 44139
Attention: Stephen J. Maiden

If to Administrative Agent:

Great Rock Capital Partners Management, LLC
285 Riverside Avenue
Westport, CT 06880
Attention: Tom Keefe

16. ~~17.~~ Successors and Assigns. This Agreement binds and inures to the benefit of the parties hereto, their heirs, successors and assigns.

17. ~~18.~~ Headings. The headings used herein are for purposes of convenience only and should not be used in construing provisions hereof.

18. ~~19.~~ **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which, together, shall constitute one and the same instrument.

19. ~~20.~~ **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina.

20. ~~21.~~ **Rules of Construction.** The parties hereto acknowledge that each party and its counsel has reviewed this Agreement, and the parties hereby agree that normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

21. ~~22.~~ **Controlling Agreement.** In the event that any provision of this Agreement conflicts with any specific provision of the Lease, this Agreement shall control. This Agreement is designed to grant certain rights to Lender that may not be explicitly found in the Lease. Ground Landlord and Ground Tenant acknowledge that Administrative Agent, for itself and the Lenders, shall have the benefit of such rights notwithstanding the terms of the Lease.

22. ~~23.~~ **Acknowledgement of Notice.** Ground Landlord acknowledges that this Agreement shall serve as notice under the Lease sufficient to entitle Lender to all benefits of a mortgagee or lender under the Lease, including without limitation any rights to notice and cure and rights to enter into a new lease with Ground Landlord as provided in this Agreement.

23. ~~24.~~ **Reliance.** Ground Landlord and Ground Tenant acknowledge that Administrative Agent, for itself and the Lenders, may rely upon the statements and provisions in this Agreement in making the Leasehold Loan and that the provisions of this Agreement shall be effective notwithstanding a contrary provision or the absence of a similar provision in the Lease.

24. ~~25.~~ **Repairs and Alteration.** Notwithstanding anything to the contrary in the Lease, Ground Landlord agrees that repairs, maintenance and alterations at and to the Demised Premises shall be governed by the Leasehold Loan Documents (including without limitation any reserve agreements), and no such repairs, maintenance or alterations shall require the consent of Ground Landlord as long as the Leasehold Loan Documents remain outstanding.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first written above.

GROUND LANDLORD:

CITY OF STATESVILLE,
a body politic of the State of North Carolina

By: _____ (SEAL)
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Date: _____

Official Signature of Notary: _____

Notary's Printed or Typed Name: _____, Notary Public

My Commission Expires: _____

(Official Seal)

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first written above.

GROUND TENANT:

GAMA AVIATION (ENGINEERING) INC.,
a Delaware corporation [\(d/b/a Jet East\)](#)

By: _____ (SEAL)
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Date: _____

Official Signature of Notary: _____

Notary's Printed or Typed Name: _____, Notary Public

My Commission Expires: _____

(Official Seal)

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first written above.

ADMINISTRATIVE AGENT AND A LENDER:

**GREAT ROCK CAPITAL PARTNERS
MANAGEMENT, LLC,**
a Delaware limited liability company

By: _____ (SEAL)
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Date: _____

Official Signature of Notary: _____

Notary's Printed or Typed Name: _____, Notary Public

My Commission Expires: _____

(Official Seal)

Document comparison by Workshare Compare on Wednesday, December 14, 2022 3:47:52 PM

Input:	
Document 1 ID	file:///\\PHL1NAS1\\Worldox090\$\\Docs\\007457\\00002~\\VER\\1\\01298957.DOCX
Description	01298957
Document 2 ID	file:///\\PHL1NAS1\\Worldox090\$\\Docs\\007457\\00002\\01298957.DOCX
Description	01298957
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	32
Deletions	27
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	61

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Matthew L. Pierce, Assistant to the City Manager

DATE: December 28, 2022

ACTION NEEDED ON: January 09, 2023
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving two lease agreements with The Lamar Companies. In lieu of paying “rent” on the two properties on which Lamar has signs, the City receives design assistance and six months of billboard display within our community.

1. Summary of Information: The City of Statesville currently has two properties that host signs owned by The Lamar Companies:

- PIN 4744 34 2728.000, located on Salisbury Road in Statesville, North Carolina, 0.6 miles west of I-77 at the intersection of Salisbury Road, Newton Avenue, and Greenway Drive; and
- PIN 4745 92 7721.000, located on the south side of Davie Avenue in Statesville, North Carolina between Fern Creek Drive and Signal Hill Drive Extension; parcel lies between the City of Statesville recreation center and Davie Avenue; sign is located approximately 0.3 miles from the I-77 centerline.

In lieu of cash payment of \$1,250 per year, staff has negotiated six months of billboard usage on Lamar billboards per calendar year in addition to the cost of design, manufacture, and display of the billboard.

Properties were not deemed by staff to hold strategic value for the expansion of existing facilities or the location of new facilities.

2. Previous Council or Relevant Actions: No previous relevant council actions were found.

3. Budget/Funding Implications: The City foregoes \$1,250 in annual revenue from these billboards.

4. Consequences for Not Acting: The City will receive neither revenue nor in-kind services for use of these parcels.

5. Department Recommendation: Approve the lease agreements between The Lamar Companies and the City of Statesville.

6. Manager Comments: Concur with department recommendation.

7. Next Steps:

8. Attachments:

- Lease document for PIN 4744 34 2728.000 (Salisbury Road)
- Lease document for PIN 4745 92 7721.000 (Davie Avenue)

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 9th day of January 2023 by and between:

**CITY OF STATESVILLE (hereinafter referred to as "Lessor")
and**

THE LAMAR COMPANIES (hereinafter referred to as "Lessee"), provides

WITNESSETH

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair, and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents, and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County of Iredell State of North Carolina more particularly described as:

PIN 4745 92 7721.000, located on the south side of Davie Avenue in Statesville, North Carolina between Fern Creek Drive and Signal Hill Drive Extension; parcel lies between the City of Statesville recreation center and Davie Avenue; sign is located approximately 0.3 miles from the I-77 centerline.

1. This Lease shall be for a term of Five (5) years commencing on the first day of the calendar month following the date of completion of construction of the sign, or, if this is a renewal Lease, the term and payments begin March 1, 2023 ("commencement date").

2. LESSEE shall pay to LESSOR an annual rental of (SEE LEASE TRADE RIDER #1) Dollars, payable Annually in advance in equal installments of (SEE LEASE TRADE RIDER #1) each, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.

3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within two thousand (2000) feet of LESSEE'S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE'S sign. If the LESSEE observes such an obstruction, the LESSEE shall notify the LESSOR in writing of such an obstruction. On issuance of notice, the LESSOR shall make every effort to correct the condition as it is reasonably possible within the first twenty (20) days. If the LESSOR is unable to correct the obstruction within twenty (20) days, then the LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE'S option.

4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. This lease does not serve as a final approval for any zoning or administrative approvals required to erect a sign on the property. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the LESSEE, or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain

permits from, governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.

6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination, or maintenance of the sign.
7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this Lease and LESSEE will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.
8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSEE may have the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway as it is reasonably available and as LESSOR consents. The LESSOR may not unreasonably withhold consent. Any condemnation award for LESSEE'S property shall accrue to LESSEE.
9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE'S sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.
10. LESSOR agrees to indemnify LESSEE from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of LESSOR herein.
11. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation. LESSOR further authorizes LESSEE to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memoranda.
12. This Lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:

BY: _____
Vice-President/General Manager

DATE: _____

LESSEE's Telephone Number

LESSEE's Federal ID #

Address of LESSEE:

Witnesses (LESSEE)

CITY OF STATESVILLE, LESSOR:

BY: _____
Constantine H. Kutteh, Mayor

DATE: _____

LESSOR's Telephone Number
704-878-3500

LESSOR's Federal ID #
#56-6001345

PIN #4745 92 7721.000
(Pin # for land on which sign is located)

Address of LESSOR:
P.O. Box 1111
Statesville, NC 28687

ATTEST:

Brenda Fugett, City Clerk

Lamar Co #299 LEASE # 484-02

LEASE TRADE RIDER

Lease Trade Rider #1 to Lease dated the 17th day of December, 2022, by and between the City of Statesville as Lessor and The Lamar Companies, as Lessee.

Lessor and Lessee agree that in lieu of the cash payment provided in this lease, Lessee will pay to Lessor an annual rental consisting of Five Hundred Dollars (\$500.00) DOLLARS in outdoor advertising space as follows:

LESSEE in exchange for free land lease rent from the LESSOR, LESSOR will advertise on LESSEE'S Poster signs for 3 months during each year proceeding the effective date of this Lease: LESSEE will supply space that is available for the time period LESSOR determines to advertise.

LESSEE will pay for the poster flex to go up on the signs one time for three months each year.

LESSEE will also install the poster flex for free at the location one time for the three-month Period each year.

LESSEE will provide artwork to the LESSOR for approval, but LESSOR will need to work with the LESSEE to give ideas on approved art work.

It will be the sole responsibility of the LESSOR to provide notice to the LESSEE each year as to the specific dates it intends to utilize the three months of free advertising contemplated herein. If LESSOR fails to notify the LESSEE of its use that year, the LESSOR may not subsequently require the rental payments to be paid as back rent.

If, however, the LESSOR provides such notice as to the dates of requested advertising, and the LESSEE fails to provide the LESSOR with the three months advertising time, the LESSEE shall be responsible for making payment of all rent due during that calendar year at the rate of five hundred dollars (\$500.00) per year to be paid to the LESSOR within thirty (30) days from the date upon which the City issues an invoice that it is due.

If LESSOR does not respond to LESSEE's request for ideas on art work within 60 days of the request, LESSEE will forfeit that advertising space and time for that 12-month period.

LESSOR and LESSEE must approve artwork before it will be allowed to be posted on LESSOR'S sign: LESSEE will give LESSOR options of what signs are available.

LESSOR will then have those options to pick from.

LESSEE makes no guarantees that any particular sign will be available to put LESSEE's advertisement on.

LESSEE will only be able to advertise in the area that Lamar Advertising Plant #299 controls.

LESSOR- City of Statesville

LESSEE-The Lamar Companies



This Instrument Prepared by:
James R. McIlwain
551 Corporate Boulevard
Baton Rouge, Louisiana 70808

Lease **#299-484-02**
Return Form & Receipt to:
LAMAR OUTDOOR ADVERTISING
4603 Hickory Blvd. Granite Falls, NC 28630

MEMORANDUM AND NOTICE OF LEASE AGREEMENT

The undersigned (hereinafter referred to as "Lessor") has executed and delivered to **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee") a **LEASE AGREEMENT** dated **December 17, 2022** leasing a portion of the premises located in the County of **Iredell** State of **North Carolina** more particularly described as follows:

PIN 4745 92 7721.000, located on the south side of Salisbury Road in Statesville, North Carolina between Fern Creek Drive and Signal Hill Drive Extension; parcel lies between the City of Statesville recreation center and Davie Avenue; sign is located approximately 0.3 miles from the I-77 centerline.

WHEREAS, said **LEASE AGREEMENT** (hereinafter referred to as "Lease"), provided for an initial term of **5 years**. The Lease may be continued in force thereafter in accordance with the provisions set out as well as other rights and obligations of the parties thereto.

NOW, THEREFORE, for the consideration set out in the Lease, Lessor hereby grants, leases and lets to Lessee all rights as specified therein in and upon the said premises, subject to all of the provisions and conditions set out in the Lease for all purposes and the Lease is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, this instrument is duly executed on the date hereinabove specified.

EXECUTED BY LESSOR IN THE PRESENCE OF:

City of Statesville

Officer's Signature

Officer's Printed Name & Title

ATTEST:

Brenda Fugett, City Clerk

ACKNOWLEDGEMENT

STATE OF _____
COUNTY _____

_____, A Notary Public for _____ County, North Carolina, DO Herby Certify That _____ PERSONALLY CAME BEFORE ME THIS DAY AND ACKNOWLEDGE THAT HE/SHE IS THE _____ OF _____ AND ACKNOWLEDGED, ON BEHALF OF THE _____ DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____ 2022.

(OFFICAL SEAL)

Notary Public Signature: _____

My Commission Expires _____ 20____
Month and Day

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 09th day of January 2023 by and between:

CITY OF STATESVILLE (hereinafter referred to as "Lessor")
and
THE LAMAR COMPANIES (hereinafter referred to as "Lessee"), provides

WITNESSETH

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair, and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents, and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County of Iredell State of North Carolina more particularly described as:

PIN 4744 34 2728.000, located on Salisbury Road in Statesville, North Carolina, 0.6 miles west of 1-77 at the intersection of Salisbury Road, Newton Avenue, and Greenway Drive.

1. This Lease shall be for a term of Five (5) years commencing on the first day of the calendar month following the date of completion of construction of the sign, or, if this is a renewal Lease, the term and payments begin March 1, 2023 ("commencement date").
2. LESSEE shall pay to LESSOR an annual rental of (SEE LEASE TRADE RIDER #1) Dollars, payable Annually in advance in equal installments of (SEE LEASE TRADE RIDER #1) each, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.
3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within two thousand (2000) feet of LESSEE'S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE'S sign. If the LESSEE observes such an obstruction, the LESSEE shall notify the LESSOR in writing of such an obstruction. On issuance of notice, the LESSOR shall make every effort to correct the condition as it is reasonably possible within the first twenty (20) days. If the LESSOR is unable to correct the obstruction within twenty (20) days, then the LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE'S option.
4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. This lease does not serve as a final approval for any zoning or administrative approvals required to erect a sign on the property. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.
5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.
6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign.
7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this Lease and LESSEE will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSEE may have the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway as it is reasonably available and as LESSOR consents. The LESSOR may not unreasonably withhold consent. Any condemnation award for LESSEE'S property shall accrue to LESSEE.
9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE'S sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.
10. LESSOR agrees to indemnify LESSEE from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of LESSOR herein.
11. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation. LESSOR further authorizes LESSEE to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memoranda.
12. This Lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:	City of Statesville, LESSOR:
BY: _____ VICE-PRESIDENT/GENERAL MANAGER	BY: _____ Constantine H. Kutteh, Mayor
DATE:	DATE:
LESSEE's Telephone Number	LESSOR's Telephone Number 704-878-3500
LESSEE's Federal ID #	LESSOR's Federal ID # #56-6001345
	<u>4744 34 2728.000</u> Pin # (for land on which sign is located)
Address of LESSEE:	Address of LESSOR: P.O. Box 1111 Statesville, NC 28687

Witnesses (LESSEE)	

LEASE TRADE RIDER

Lease Trade Rider #1 to Lease dated the 17th day of December, 2022, by and between the City of Statesville as Lessor and The Lamar Companies, as Lessee.

Lessor and Lessee agree that in lieu of the cash payment provided in this lease, Lessee will pay to Lessor an annual rental consisting of Seven Hundred Fifty Dollars (\$750.00) DOLLARS in outdoor advertising space as follows:

LESSEE in exchange for free land lease rent from the LESSOR, LESSOR will advertise on LESSEE'S Poster signs for 3 months during each year proceeding the effective date of this Lease: LESSEE will supply space that is available for the time period LESSOR determines to advertise.

LESSEE will pay for the poster flex to go up on the signs one time for three months each year.

LESSEE will also install the poster flex for free at the location one time for the three-month Period each year.

LESSEE will provide artwork to the LESSOR for approval but LESSOR will need to work with the LESSEE to give ideas on approved art work.

It will be the sole responsibility of the LESSOR to provide notice to the LESSEE each year as to the specific dates it intends to utilize the three months of free advertising contemplated herein. If LESSOR fails to notify the LESSEE of its use that year, the LESSOR may not subsequently require the rental payments to be paid as back rent.

If, however, the LESSOR provides such notice as to the dates of requested advertising, and the LESSEE fails to provide the LESSOR with the three months advertising time, the LESSEE shall be responsible for making payment of all rent due during that calendar year at the rate of seven hundred and fifty dollars (\$750.00) per year to be paid to the LESSOR within thirty (30) days from the date upon which the City issues an invoice that it is due.

If LESSOR does not respond to LESSEE's request for ideas on art work within 60 days of the request, LESSEE will forfeit that advertising space and time for that 12-month period.

LESSOR and LESSEE must approve artwork before it will be allowed to be posted on LESSOR'S sign: LESSEE will give LESSOR options of what signs are available.

LESSOR will then have those options to pick from.

LESSEE makes no guarantees that any particular sign will be available to put LESSEE's advertisement on.

LESSEE will only be able to advertise in the area that Lamar Advertising Plant #299 controls.

LESSOR- City of Statesville

LESSEE-The Lamar Companies



This Instrument Prepared by: James R. McIlwain 5551 Corporate Boulevard Baton Rouge, Louisiana 70808	Lease <u>#299-615-01</u> Return Form & Receipt to: LAMAR OUTDOOR ADVERTISING 4603 Hickory Blvd. Granite Falls, NC 28630
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MEMORANDUM AND NOTICE OF LEASE AGREEMENT

The undersigned (hereinafter referred to as "Lessor") has executed and delivered to **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee") a **LEASE AGREEMENT** dated **December 17, 2022** leasing a portion of the premises located in the County of Iredell State of North Carolina more particularly described as follows:

PIN 4744 34 2728.000, located on Salisbury Road in Statesville .6 miles west of 1-77 at the intersection of Salisbury Road, Newton Avenue, and Greenway Drive.

WHEREAS, said **LEASE AGREEMENT** (hereinafter referred to as "Lease"), provided for an initial term of 5 years. The Lease may be continued in force thereafter in accordance with the provisions set out as well as other rights and obligations of the parties thereto.

NOW, THEREFORE, for the consideration set out in the Lease, Lessor hereby grants, leases and lets to Lessee all rights as specified therein in and upon the said premises, subject to all of the provisions and conditions set out in the Lease for all purposes and the Lease is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, this instrument is duly executed on the date hereinabove specified.

EXECUTED BY LESSOR IN THE PRESENCE OF: City of Statesville

OFFICER'S SIGNATURE

OFFICER'S PRINTED NAME & TITLE

ATTEST:

Brenda Fugett, City Clerk

ACKNOWLEDGEMENT

STATE OF _____
COUNTY _____
_____, A Notary Public for _____ County,
North Carolina, DO Herby Certify That _____ PERSONALLY CAME BEFORE ME THIS
DAY AND ACKNOWLEDGE THAT HE IS THE _____ OF _____
AND ACKNOWLEDGED, ON BEHALF OF _____ THE DUE EXECUTION OF THE
FOREGOING INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY
OF 2022.

(OFFICAL SEAL)

Notary Public

My commission expires _____ 20 _____
Month and Day

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Michelle Holman, Finance Director
DATE: December 29, 2022

ACTION NEEDED ON: January 09, 2023
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider appropriating fund balance to approve Budget Amendment #2023-24 to pay an economic incentive in the amount of \$129,786.23 to Cheney Bros, Inc.

- 1. Summary of Information:** In November 2017, the City entered into an Economic Development Agreement with Cheney Bros, Inc. for a multi-year incentive based upon established criteria.

The agreement calls for an incentive equivalent to 80% of the ad valorem taxes paid by the company to City attributable to the improvements made and maintained in accordance with the terms and conditions.

The request is to appropriate funds necessary to pay the incentive for 2022 taxes.

- 2. Previous Council or Relevant Actions:** In October 2022, the City paid the economic incentive in the amount of \$103,334.68 for 2021 taxes.
- 3. Budget/Funding Implications:** The budget amendment appropriates General Fund balance to pay the agreement.
- 4. Consequences for Not Acting:** The City would be in violation of the November 2017 Economic Development Agreement.
- 5. Department Recommendation:** Approve as presented.
- 6. Manager Comments:** Concur with Department Recommendation.
- 7. Next Steps:** Staff will enter budget amendment into financial software and issue payment to the company.
- 8. Attachments:** BA #2023-24

December 19, 2022
FISCAL YEAR 2022-2023

DESCRIPTION: To appropriate fund balance and corresponding economic expenditures to Cheney Bros, Inc.

City Clerk

CITY COUNCIL – PRESENTATIONS

TO: Ron Smith, City Manager
FROM: Andy Weatherman, Fire Chief
DATE: December 28, 2022

TO BE REPORTED: January 9, 2023
(Date of Council Meeting)

Announcement and presentation of the Statesville Fire Department's Insurance Services Office (ISO) rating from Mike Causey, North Carolina Commissioner of Insurance and State Fire Marshal.

Last month, the City of Statesville was notified by the NC Department of Insurance that the Statesville Fire Department earned the status of an ISO Class 1 designation. The Statesville Fire Department will join 21 other NC agencies that have received this prestigious rating. This outstanding accomplishment will insure that commercial property owners receive the lowest premium possible on this area of insurance, with an average savings of 8.5%

The ISO creates ratings for fire departments and their surrounding communities to calculate how well-equipped fire departments are to put out fires in that community. The classification levels range from 1 to 10, with 1 being the best possible rating. There are many factors that contribute to a department score such as station distribution, staffing levels and number of personnel per apparatus, training, community risk reduction, Standard Operation Guides (SOGs), availability of water supply, and emergency communication systems.

CITY COUNCIL ACTION REQUEST

TO: Mayor and City Council

FROM: Mayor Kutteh

DATE: January 04, 2023

ACTION NEEDED ON: January 09, 2023
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a Resolution declaring 2023 the Year of the Trail.

Summary of Information:

Mission, Purpose, Vision, & Values for the NC Year of the Trail

- Mission: NC Year of the Trail campaign aims to showcase and celebrate North Carolina's trails, encouraging ongoing participation, investment, and development among locals and legislators.
- Purpose: Year of the Trail celebrates North Carolina's vast and diverse collection of trails and encourages all of us to recognize our role as champions of these special resources.
- Vision: We envision a future in which each of the state's 100 counties experience the proven benefits of trails and advocate for their ongoing growth and development.
- Values: Participation, Inclusivity, Stewardship, Connectivity, Collaboration

Year of the Trail Goals

- Inspire people of all ages, abilities, and backgrounds to try trails.
- Demonstrate the importance of trails to elected officials.
- Boost outdoor recreation tourism across the state through Year of the Trail events in all 100 counties.
- Promote safe and responsible use of trails, with the Outdoor NC Principles.
- Advance diversity and inclusion on trails across North Carolina.
- Acknowledge the role of volunteers in building and maintaining trails.

NC Trails Background & History

Indigenous people have inhabited the land now known as North Carolina since the Paleoindian Period (12,000-10,000 BCE). Trails were created and used for travel, hunting and gathering of food, recreation, commerce and many other aspects of everyday life. All of our current-day connectivity stems from these trails – as people moved along rivers and ridgelines, through forests and the Lowcountry, and along the changing coastlines, trails were established. These trails turned into stagecoach routes, then railroads, and finally into the complex system of roads and interstate highways we know today. The Great Trails State Coalition respectfully acknowledges that the land on which we live, work, and recreate is the traditional land of the indigenous people of North Carolina. We recognize that these native people have stewarded this land for generations, and we pay our respects and express our gratitude to their elders, both past and present.

City of Statesville

Office of the Mayor

Resolution

“2023 - YEAR OF THE TRAIL”

WHEREAS, Statesville's natural beauty is critical to its residents' quality of life, health, and economic wellbeing; and

WHEREAS, the trails that span across our community are an integral part of the recreational and transportation possibilities of our area and promote an enjoyment of scenic beauty by our residents and our visitors; and

WHEREAS, the parks, greenways, trails and natural areas in our community are welcoming to all and provide a common ground for people of all ages, abilities and backgrounds to access our rich and diverse natural, cultural, and historic resources; and

WHEREAS, Statesville's natural assets and resources are integral to disaster recovery and resiliency to climate change for future generations; and

WHEREAS, Statesville's nature trails vary from trails through state parks to footpaths and greenways through local neighborhoods; and

WHEREAS, trails offer quality-of-life benefits to all as expressions of local community character and pride, as outdoor workshops for science education, as tools for economic revitalization, as free resources for healthy recreation, as accessible alternative transportation, and as sites for social and cultural events; and

WHEREAS, the North Carolina General Assembly designated 2023 as the Year of the Trail in North Carolina to promote and celebrate the state's extensive network of trails that showcase our state's beauty, vibrancy and culture; and

WHEREAS, North Carolina is known as the “Great Trails State.”

NOW, THEREFORE BE IT RESOLVED by the Statesville City Council to declare 2023 as *“The Year of the Trail”* in Statesville and commend its observance to all people.

Constantine H. Kutteh, Mayor

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Sherry Ashley, Planning Director
DATE: December 20, 2022

ACTION NEEDED ON: January 9, 2022
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing and consider approving first reading of AX22-19, an ordinance to annex the property located on Candy Drive, PIN #4724-62-6702, owned by Locke-Lane Properties LLC (Bristol Terrace).

- 1. Summary of Information:** The property being considered for annexation has been submitted by Locke-Lane Properties LLC (applicant and owner). The 34-acre parcel is being requested for annexation and is located on Candy Drive (see attached Location Map and Boundary Survey). The parcel is non-contiguous to the primary corporate limits of the city but is located within the City's Extra-territorial jurisdiction (ETJ).

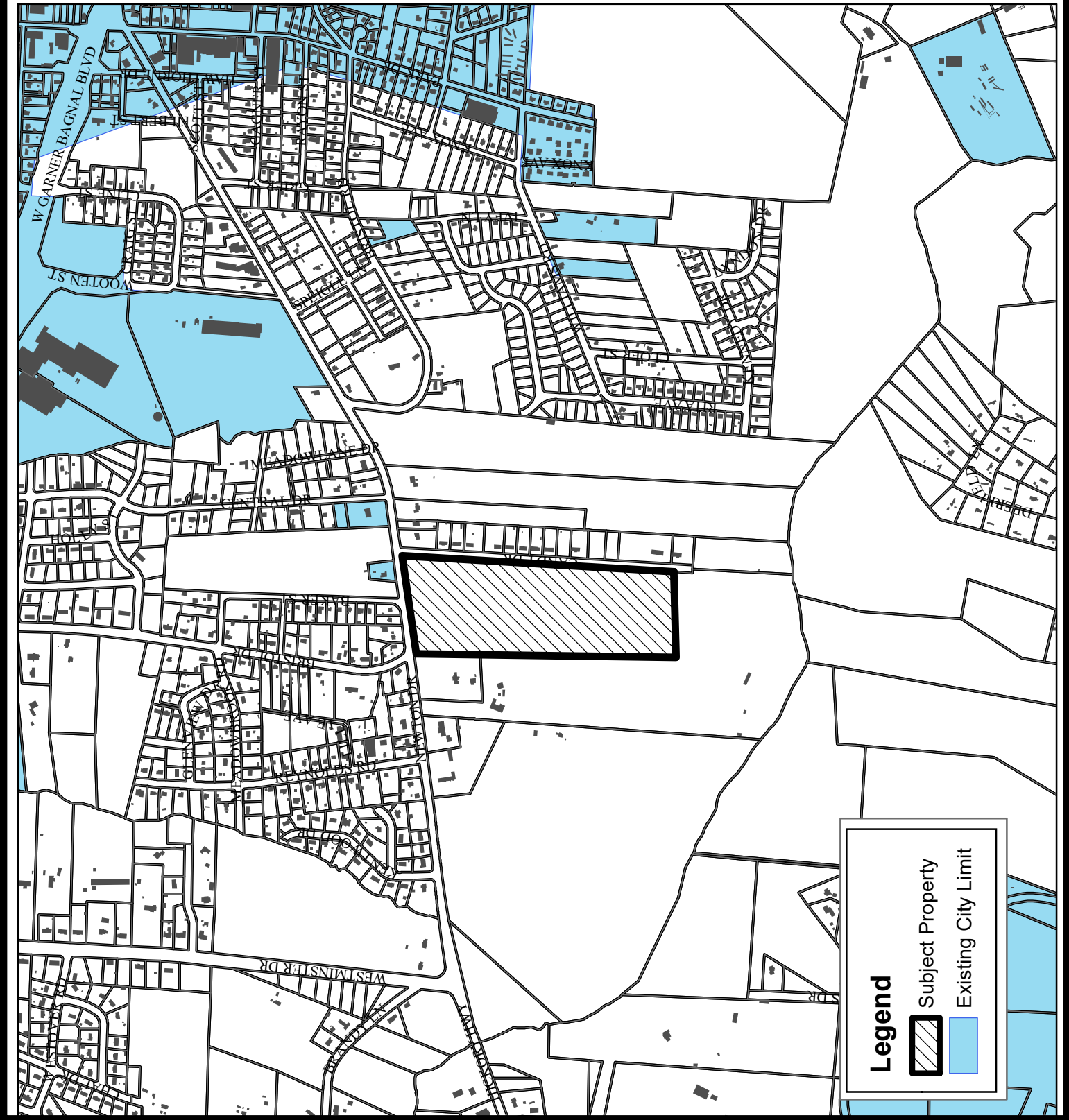
This petition is a companion to rezoning case # ZC22-09 Bristol Terrace. The parcel is currently undeveloped (see attached GIS Aerial Photo Map and Site Photo). The parcel was rezoned from CU-22 LI (Light Industrial Conditional Use) zoning district to the R-10 (Urban Low Density Residential) District. The developer intends to develop an 80-lot subdivision on the parcel.

- 2. Previous Council or Relevant Actions:** The rezoning was approved by Council on August 1, 2022.
- 3. Budget/Funding Implications:** The current total taxable value of the parcel is approximately \$520,510. The applicant estimates that the land value plus development cost would be approximately \$2,410,000. City of Statesville water and electrical services are available to the property; sewer could be provided by the city upon extension by the developer. If approved, the city will need to provide sanitation, fire, and police services as requested. In addition, the city will pay the annual debt owed to the Monticello Volunteer Fire Department in the amount of \$44.91.
- 4. Consequences for Not Acting:** Without annexation the city would not collect property taxes.
- 5. Department Recommendation:** The department recommends passing the first reading of the ordinance to annex the subject property located on Candy Drive (commonly known as Bristol Terrace).
- 6. Manager Comments:** Concur with the department's recommendation.

7. **Next Steps:** If approved, the second reading will be on February 6, 2023.

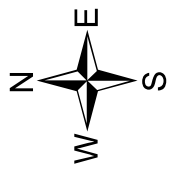
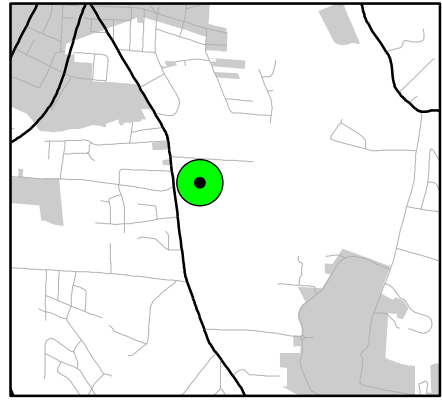
8. **Attachments:**

1. Location Map
2. Boundary Survey
3. GIS Aerial Photo Map
4. Site Photo
5. Current Zoning & Utilities Map
6. Ordinance



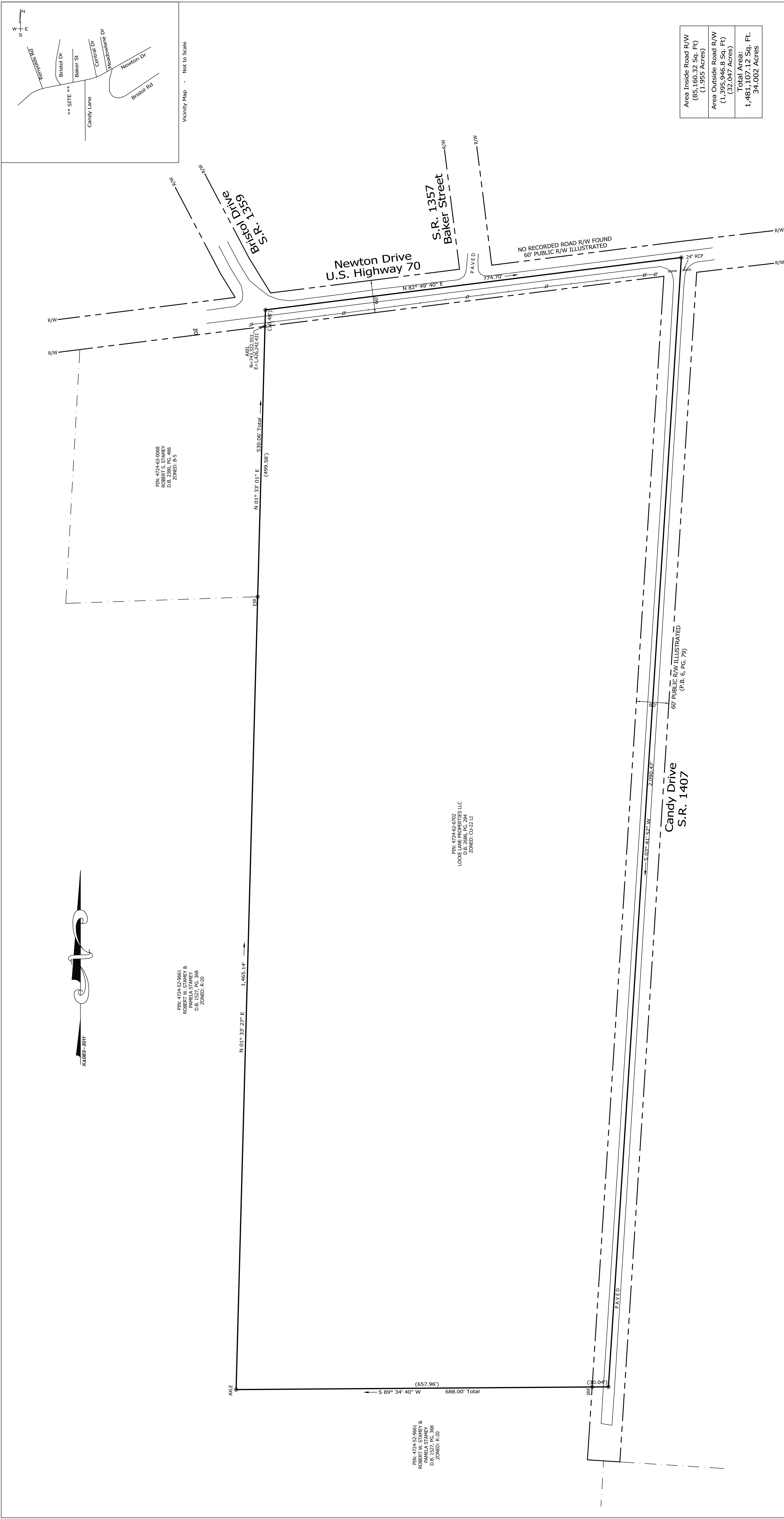
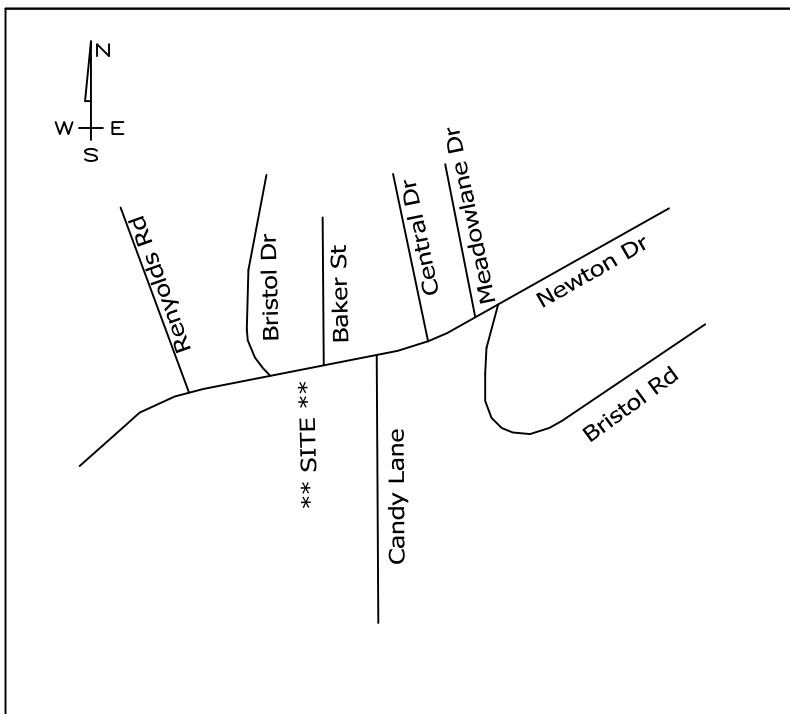
**City of Statesville
Planning Department**

Locke-Lane Properties LLC
(Bristol Terrace)
AX22-19
PIN # 4724-62-6702



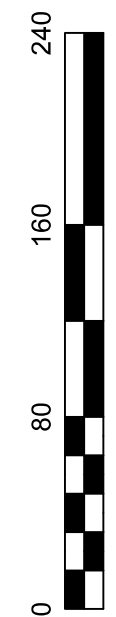
1 inch = 1,000 feet





Area Inside Road R/W (85,160.32 Sq. Ft) (1.955 Acres)	Area Outside Road R/W (1,395,946.8 Sq. Ft) (32.047 Acres)	Total Area: 1,481,107.12 Sq. Ft. 34.002 Acres
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Total Area:
1,481,107.12 Sq. Ft.
34.002 Acres



THE SUBJECT PROPERTY IS NOT IN A
"SPECIAL HAZARD AREA" AS SHOWN ON
HUD/FIA FLOOD INSURANCE RATE MAP
COMMUNITY PANEL NUMBER 3710472400J
EFFECTIVE DATE 3/18/2008.

LEGEND:

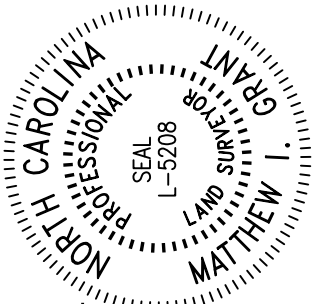
RF - IRON PIPE FOUND
RF - IRON PIPE FOUND
IRS - IRON REBAR SET
RUC - READING IN CONCRETE
RF - IRON REBAR FOUND
RF - REINFORCED CONCRETE PIPE
W - WATER METER
W - WELL
W - WATER POLE
W - COMPUTED POINT
W - FIRE HYDRANT
W - WATER VALVE


PROPERTY SUBJECT TO ANY FACTS THAT MAY BE

ZONING: PROPERTY IS ZONED: LI - TOWN OF STATESVILLE ZONING ORDINANCE. PROPERTY IS SUBJECT TO A 30' FRONT YARD (FY), 20' REAR YARD (RY), 20' SIDE YARD (SY), & 30' CORNER YARD (CY) - MINIMUM BUILDING SETBACK LINES PER TOWN OF STATESVILLE ZONING ORDINANCE.

L. MITCHELL Y. GRANT, CREATING A FIELD SURVEY FROM PREPARED UNDER
BY SUPERVISION FROM AN ACTUAL FIELD SURVEY OF DESCRIPTION(S)
AS RECORDED IN DEED BOOK 2686 PAGE 184.
THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS SUCH
THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS SUCH
THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS SUCH
THE RATIO OF PRECISION AS CALCULATED WAS 1:10,000 AND THAT
THE GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) WAS USED TO
PERFORM A PORTION OF THIS SURVEY AND THE FOLLOWING INFORMATION
WAS USED:
SURVEY TYPE: GPS CLASS A
POSITIONAL ACCURACY: 1.00"
TYPE OF GPS FIELD PROCEDURE: RTK
DATES OF SURVEY: 12-7-2021
DATA PROCESSOR: MACH20(2011)
GPS CONTROL POINTS USED: WPS
GPS MODEL: 2012B
COMBINED GSD FACTOR: 0.6988120

UNITS: US SURVEY FEET
I FURTHER CERTIFY THIS IS A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
NORTH CAROLINA
PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600)
AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30
AS WITNESSED: WITNESS MY HAND AND SEAL THIS 9th DAY OF DECEMBER, 2021




PROFESSIONAL LAND SURVEYOR L-5208
MATTHEW J. GRANT

Physical Survey For:

Lock Lane Properties LLC

DRAWN BY: JAC

SCALE: 1" = 80'

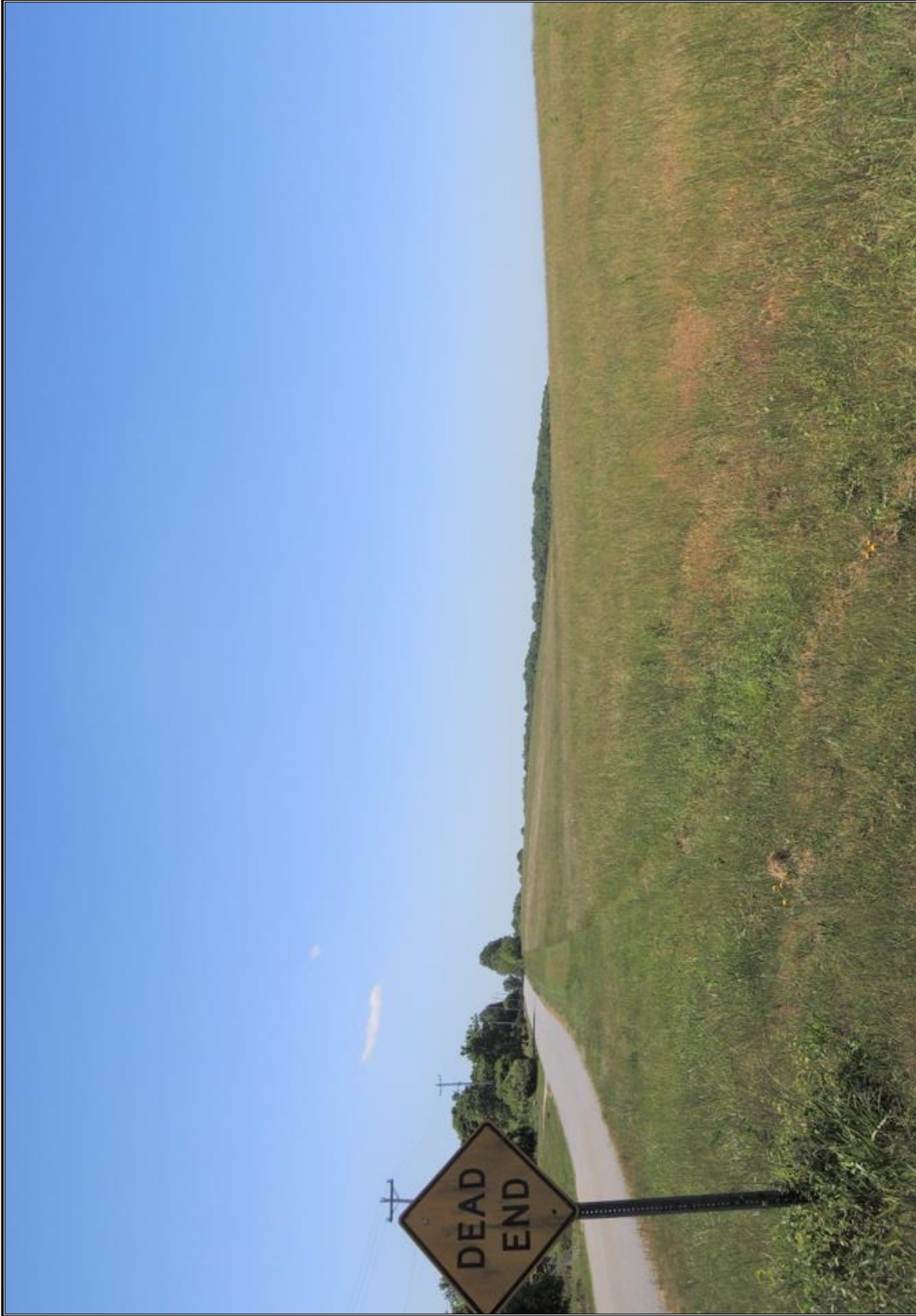
ENGINEERING • SURVEYING • PLANNING

JORDAN GRANT & ASSOCIATES PLLC

P.O. BOX 151 * STATESVILLE, NC 28687

dan-grant.com (704)

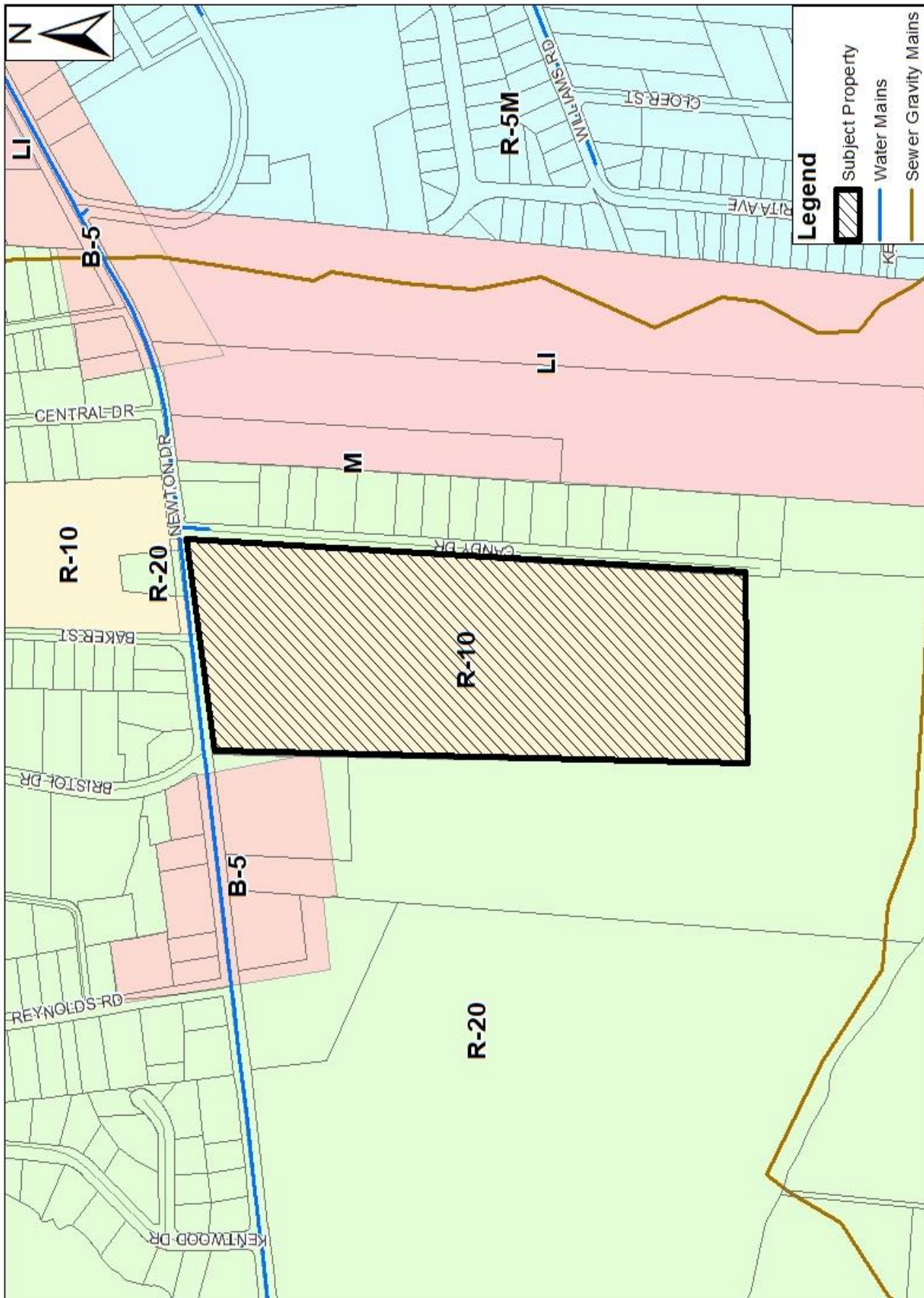
Candy Dr., Statesville NC, 28677
Statesville TWP/SP - Iredell County - North Carolina



Site Photo – AX22-19 Locke-Lane Properties LLC (Bristol Terrace)

PIN # 4724-62-6702

View from US 70 at Candy Drive, looking south into the property



Case No. AX22-19 Locke-Lane Properties LLC (Bristol Terrace)
 Current Zoning & Utilities Map – PIN # 4724-62-6702

ORDINANCE NO. _____

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

AX22-19

**Locke-Lane Properties LLC (Bristol Terrace); Candy Drive
Parcel ID #4724-62-6702**

WHEREAS, the Statesville City Council has petitioned under G.S. 160A-58.1, to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Statesville City Hall at 7:00 o'clock p.m. on the 9th day of January 2023 after due notice by publication on the 30th day of December 2022; and

WHEREAS, the Statesville City Council finds that the area described therein meets the standards of G.S. 160A-58. 1(b), to wit:

- a. The nearest point of the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the City;
- b. No point on the proposed satellite corporate limits is closer to another municipality than to the City;
- c. The area described is so situated that the City will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
- d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation;

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

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

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

Section 1. By virtue of the authority granted by G.S. 160A-58.2, the following described noncontiguous territory is hereby annexed and made part of the City of Statesville, as of the 28th day of February 2023 at 11:59 p.m.

Description

All of these certain lots or parcels of land situated in Iredell County, North Carolina and more particularly described as following:

Beginning at an axle found on the western right of way Newton Drive/US Hwy 70 near the intersection of US Hwy 70 and Bristol Drive; thence N 01°33'01"E 30.48' to a computed point in the center of US Hwy 70; thence with the center of US Hwy 70 N 82°49'40"E 774.70' to a computed point in the intersection of US Hwy 70 and Candy Drive (SR1407); thence with the

center of Candy Drive S 03°41'52"W 2,090.47' to a computed point in center of Candy Drive, thence leaving Candy Drive with the property of Robert W. Stamey described in Deed Book 1527, Page 368 S 89°34'40"W passing over an iron rebar found at 30.04' for a total distance of 688.00 to an axle found; thence with the Stamey line N 01°33'27"E 1,456.14' to a rebar found; thence with the line of Robert Stamey found in Deed Book 2380, Page 466 N 01°33'01"E 499.58' to the point and place of beginning containing 34.002 acres as shown on survey by Jordan Grant & Associates dated December 9, 2021.

Property Address: US 70 & Candy Drive vicinity, Statesville, NC

Section 2. Upon and after February 28, 2023 at 11:59 p.m., the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Statesville and shall be entitled to the same privileges and benefits as other parts of the City of Statesville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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 unanimously carried on the 9th day of January 2023.

AYES:
NAYS:

The second and final reading of this ordinance was heard on the 6th day of February 2023 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 28th day of February 2023 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: December 21, 2022

ACTION NEEDED ON: January 9, 2023
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing and consider approving a Resolution of Closure and Declaration of Withdrawal to permanently close a portion of Wall Street.

1. **Summary of Information:** Mr. Holden Sabato, on behalf of SL Statesville LLC, is petitioning for NCDOT and the City to abandon a portion of Wall Street (see GIS Vicinity Map and Abandonment Survey attached). The Silverman Group would like for maintenance to be abandoned for their industrial development off Wall Street and Landson Drive.

Wall Street is currently maintained by the North Carolina Department of Transportation. The NCDOT supports the maintenance abandonment process, which would transfer maintenance of a 2,074 LF portion of Wall Street over to the City.

The abandonment process must follow the requirements of NCGS 160A-299.

2. **Previous Council or Relevant Actions:** On December 5, 2022, Council passed the *Resolution in Support* of the NCDOT maintenance abandonment process and the *Resolution of Intent to Close*, which began the public notification process and scheduled this public hearing. The resolution has been posted and letters sent to adjoining property owners.
3. **Budget/Funding Implications:** N/A
4. **Consequences for Not Acting:** Wall Street would remain and be maintained by NCDOT. The city would not abandon the portion of Wall Street, which in turn would affect the proposed layout of the proposed industrial development.
5. **Department Recommendation:** Section 8.06 A.5. c. of the UDC states that “streets should connect with those already dedicated in adjoining or adjacent subdivisions”, thus Wall Street has a grade separation intersection recommended to connect to Barkley Road W., as stated in the 2019 Mobility + Development Plan (see attached, 3.10). However, Landson Drive is proposed to be extended through the industrial development and stubbed for a future connection to Barkley Road (see attached, 3.12b). The review criteria in Section 2.13 of the UDC (see attached) are met by pursuing the maintenance abandonment process, as neighborhood access is not restricted nor is health and safety impacted, since the remaining portion of Wall Street will remain intact. Therefore, staff’s recommendation is favorable to

abandon this portion of Wall Street and conduct the public hearing on January 9, 2023.

6. **Manager Comments:** Concur with staff's recommendation.
7. **Next Steps:** If the *Resolution to Close* and *Declaration of Withdrawal* documents are approved, they must be recorded by the applicant along with the fully signed abandonment plat at the Iredell County Register of Deeds.
8. **Attachments:**
 1. Resolution to Close (with metes and bounds descriptions & survey)
 2. Declaration of Withdrawal (with metes and bounds descriptions & survey)
 3. GIS Vicinity Map
 4. Mobility + Development Plan Recommendations (Intersection and Interchange Improvements, 3.10; Collector Street Plan Inset, 3.12b)
 5. Section 2.13 of the UDC

RESOLUTION NO. ____

RESOLUTION OF STREET CLOSING

RESOLUTION BY THE CITY COUNCIL OF STATESVILLE, NORTH CAROLINA OFFICIALLY CLOSING WALL STREET AS MORE FULLY DESCRIBED ON THE ATTACHED EXHIBIT A AND SHOWN ON THE ATTACHED SURVEY PREPARED BY BOHLER ENGINEERING NC, PLLC DATED JULY 28, 2022.

WHEREAS, the City Council by Resolution No. 52-22, at its regular meeting on the 5th day of December, 2022, gave notice of its intention to close those certain portions of Wall Street as more fully described on the attached Exhibit A and shown on the attached survey prepared by Bohler Engineering NC, PLLC dated July 28, 2022, Exhibit B, and called for a public hearing thereon. The portion of the street described is not necessary for the reasonable means of ingress, egress or regress for property owners in the vicinity of the affected street and the closing of said street is not contrary to the public interest.

WHEREAS, such Resolution of intention was published in the Statesville Record & Landmark on December 16, 2022, December 23, 2022, December 30, 2022, January 6, 2023; and

WHEREAS, a copy of said Resolution of Intention was delivered by certified mail to the adjoining property owners; and

WHEREAS, a notice of the closing and public hearing was prominently posted in at least two places along the street; and

WHEREAS, the public hearing was held on January 9, 2023 concerning the closing and no opposition to the closing was heard; and

WHEREAS, abandonment of the portion of the street is consistent with the Comprehensive Land Use Plan, Comprehensive Transportation Plan, and other adopted plans and policies of the City; and

WHEREAS, it appears to the satisfaction of the City Council that closing the portion of the street is not contrary to the public interest and no individual owning property in the vicinity of the street would thereby be deprived of reasonable means of ingress and egress to their property; and

WHEREAS, this street abandonment does not adversely impact the health, safety, or welfare of the community, nor reduce the quality of public services provided to any parcel of land; and

NOW, THEREFORE, BE IT RESOLVED that Wall Street as more fully described in Exhibit A and shown on the attached survey prepared by Bohler Engineering NC, PLLC dated July 28, 2022 be closed to the general public use.

This the ____ day of _____, 2023.

CITY OF STATESVILLE

By: _____
Constantine H. Kutteh, Mayor

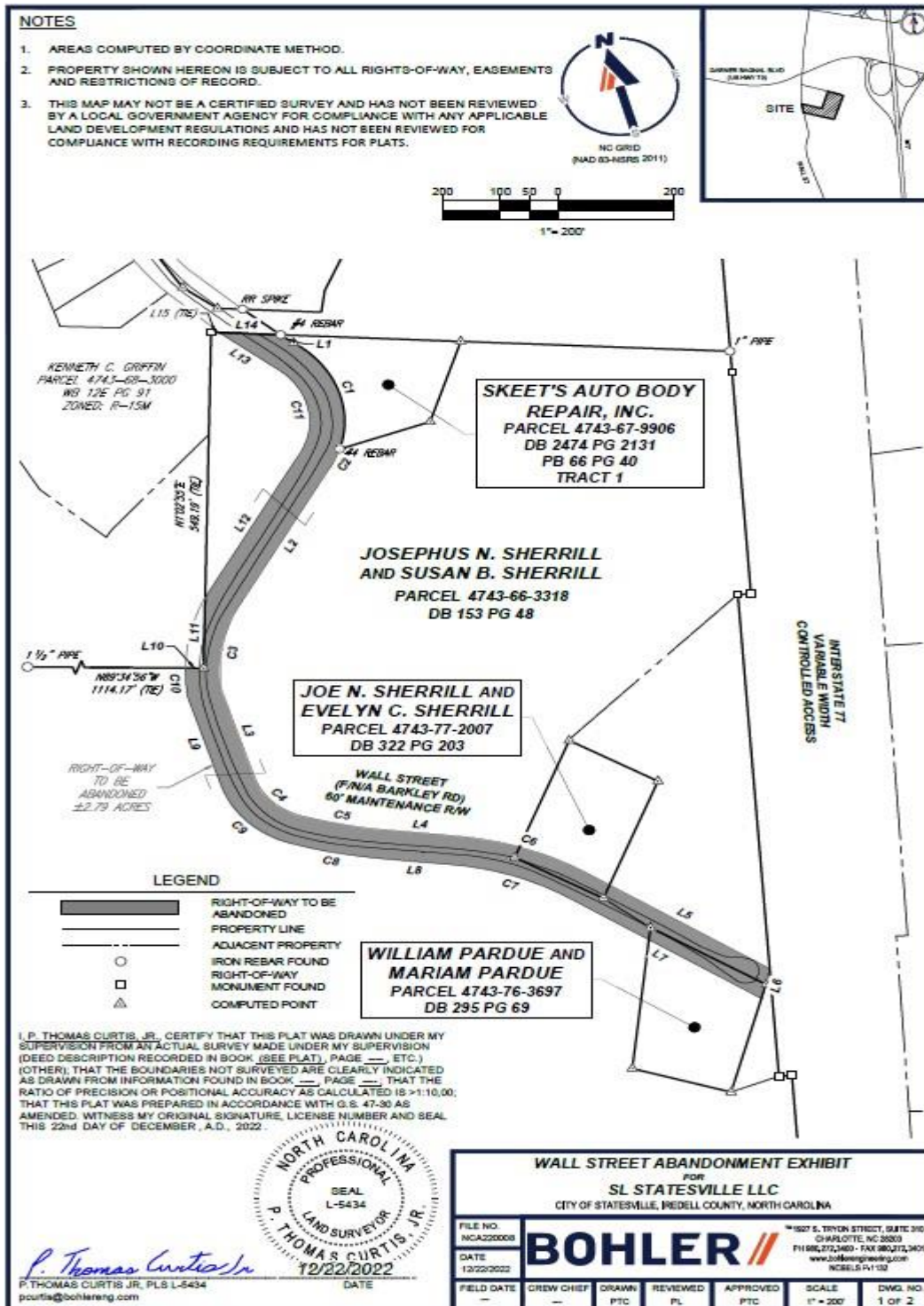
ATTEST:

Brenda Fugett, City Clerk

EXHIBIT A: LEGAL DESCRIPTION
WALL STREET

Beginning at L1 on the northeastern right of way of east Wall Street with a bearing of North 53° 00' 07" West having a distance of 27.86 feet to a found \$4 rebar. Thence; radius 194.85' of curve C1 having distance of 251.05' with chord bearing N19°54'49"W and chord 234.04'. Thence; C2 of radius 194.85' having a distance of 50.37' with chord bearing S24°24'09"W and chord 50.23'. Thence; L2 South 28° 41' 39" West having a distance of 334.28 feet to a point. Thence; radius 295.47' of curve C3 having distance of 164.78' with chord bearing S07°47'24"W and chord 162.66'. Thence; L3 South 17° 32' 12" East having a distance of 185.50' feet to a point. Thence; radius 121.94' of curve C4 having distance of 120.15' with chord bearing S44°49'31"E and chord 115.35'. Thence; radius 805.32' of curve C5 having distance of 138.74' with chord bearing S78°16'59"E and chord 138.57'. Thence; L4 South S84° 06' 50" East having a distance of 135.20 feet to a point. Thence; radius 527.33' of curve C6 having distance of 241.25' with chord bearing S70°50'36"E and chord 239.15'. Thence; L5 South 57° 53' 40" East having a distance of 369.49 feet to a point. Thence; L6 South 12° 55' 40" West having a distance of 63.53 feet to a point. Thence; L7 North 57° 53' 40" West having a distance of 390.44 feet to a point. Thence; radius 467.33' of curve C7 having distance of 213.80' with chord bearing N70°50'00"W and chord 211.94'. Thence; L8 North 84° 06' 50" West having a distance of 135.57 feet to a point. Thence; radius 865.32' of curve C8 having distance of 149.70' with chord bearing N78°17'39"W and chord 149.51'. Thence; radius 181.94' of curve C9 having distance of 178.90' with chord bearing N44°56'12"W and chord 171.78'. Thence; L9 North 17° 32' 12" West having a distance of 189.74 feet to a point. Thence; radius 355.47' of curve C10 having distance of 61.02' with chord bearing N04°05'48"W and chord 60.94'. Thence; L10 South 89° 34' 56" East having a distance of 31.32 feet to a point. Thence; L11 North 01° 02' 55" East having a distance of 145.97 feet to a point. Thence; L12 North 28° 41' 39" East having a distance of 332.73 feet to a point. Thence; radius 134.85 feet of curve C11 having distance of 211.90 feet with chord bearing N12°34'46"W and chord 190.76 feet. Thence; L123 North 53° 00' 07" West having a distance of 117.03 feet to a point. Thence; L123 South 87° 36' 03" East having a distance of 120.37 feet to a point and place of beginning.

EXHIBIT B





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N53° 00' 07" W	27.88'
L2	S28° 41' 39" W	334.28'
L3	S17° 32' 12" E	185.50'
L4	S84° 06' 50" E	135.20'
L5	S57° 53' 40" E	369.49'
L6	S12° 55' 40" W	63.53'
L7	N57° 53' 40" W	390.44'
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L10	S89° 34' 58" E	31.32'
L11	N01° 02' 55" E	145.97'
L12	N28° 41' 39" E	332.73'
L13	N53° 00' 07" W	117.03'
L14	S87° 36' 03" E	120.37'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD
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C11	134.85'	211.90'	N12°34'46"W	190.76'



12/22/2022

WALL STREET ABANDONMENT EXHIBIT FOR SL STATESVILLE LLC CITY OF STATESVILLE, REDELL COUNTY, NORTH CAROLINA						
FILE NO. NCA2200003	BOHLER // <small>INCORPORATED</small> 11807 S. TRYON STREET, SUITE 310 CHARLOTTE, NC 28203 PH: 980.270.3400 • FAX: 980.270.3401 www.bohlerengineering.com NCBSLS #11152					
DATE 12/22/2022						
FIELD DATE —	CREW CHIEF —	DRAWN PTC	REVIEWED PL	APPROVED PTC	SCALE N/A	DWG. NO. 2 OF 2

**STATE OF NORTH CAROLINA
COUNTY OF IREDELL**

DECLARATION OF WITHDRAWAL

THIS DECLARATION OF WITHDRAWAL was made and entered this 9th day of January, 2023 by the City of Statesville, a municipal corporation duly chartered with its principal office in Statesville, Iredell Couty, North Carolina.

W I T N E S S E T H:

WHEREAS, SL Statesville LLC has requested that a portion of Wall Street located in the City of Statesville be closed; and

WHEREAS, a full description of the streets to be closed is highlighted on the attached Exhibit "A" and shown on a survey prepared by Bohler Engineering NC, PLLC, dated July 28, 2022, which is attached hereto as Exhibit "B" and the portions to be closed are not necessary for other property owners in the vicinity of the affected streets to have ingress, egress or regress to their property and are not contrary to the public interest; and

WHEREAS, neither the City of Statesville nor any division of the state or county government will be required to maintain the street for the public use and the City of Statesville hereby does execute this withdrawal for the sole purpose of withdrawing the street affected from public dedication.

NOW, THEREFORE, BE IT RESOLVED and in consideration of the premises and for the purpose set forth above and under and by virtue of the provisions of North Carolina General Statute 160A-299, the City of Statesville by this instrument declares that certain portion of Wall Street highlighted on Exhibit "A" and shown on a survey prepared by Bohler Engineering NC, PLLC dated July 28, 2022, which is attached hereto as Exhibit "B", hereby closed and the same is hereby withdrawn from public use to which it was heretofore dedicated.

IN WITNESS WHEREOF, the City of Statesville has caused this instrument to be executed in its corporate name by its duly authorized officers and its corporate seal to be affixed hereto all by authority duly given on the date and year first above written.

CITY OF STATESVILLE

By: _____
Constantine H. Kutteh, Mayor

ATTEST:

Brenda Fugett, City Clerk

EXHIBIT A: LEGAL DESCRIPTION
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EXHIBIT B

NOTES

- AREAS COMPUTED BY COORDINATE METHOD.
- PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
- THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

LEGEND

- [Thick solid line] RIGHT-OF-WAY TO BE ABANDONED
- [Thin solid line] PROPERTY LINE
- [Dashed line] ADJACENT PROPERTY
- [Circle with dot] IRON REBAR FOUND
- [Square with dot] MONUMENT FOUND
- [Triangle] COMPUTED POINT

**JOSEPHUS N. SHERILL
AND SUSAN B. SHERILL**
PARCEL 4743-66-3318
DB 153 PG 48

**JOE N. SHERILL AND
EVELYN C. SHERILL**
PARCEL 4743-77-2007
DB 322 PG 203

**WILLIAM PARDUE AND
MARIAM PARDUE**
PARCEL 4743-76-3697
DB 295 PG 69

**SKEET'S AUTO BODY
REPAIR, INC.**
PARCEL 4743-67-9906
DB 2474 PG 2131
PB 66 PG 40
TRACT 1

KENNETH C. GRIFFIN
PARCEL 4743-68-3000
WB 125 PG 91
ZONED: R-15M

RIGHT-OF-WAY TO BE ABANDONED ±2.79 ACRES

WALL STREET (F/N/A BARKLEY RD)
60' MAINTENANCE R/W

INTERSTATE 77
VARIABLE WIDTH
CONTROLLED ACCESS

1" PIPE

1 1/2" PIPE

N 102°34'36"W
1114.17' (RC)

N 102°34'E
549.18' (RC)

L15 (TS) L14 #4 REBAR L13 L12 L11 L10 L9 L8 L7 L6 L5 L4 L3 L2 L1

C1 C2 C3 C4 C5 C6 C7 C8

NC GRID (NAD 83-NRSP 2011)

200 100 50 0 200

1" = 200'

P. Thomas Curtis Jr.
P. THOMAS CURTIS JR., PLS L-5434
pcurtis@bohlereng.com

BOHLER
12/22/2022

**WALL STREET ABANDONMENT EXHIBIT
FOR
SL STATESVILLE LLC**
CITY OF STATESVILLE, IREDELL COUNTY, NORTH CAROLINA

FILE NO. NCA220008	DATE 12/22/2022	FIELD DATE	CREW CHIEF —	DRAWN PTC	REVIEWED PL	APPROVED PTC	SCALE 1" = 200'	DWG. NO. 1 OF 2
-----------------------	--------------------	------------	-----------------	--------------	----------------	-----------------	--------------------	--------------------

"1927 S. TRYON STREET, SUITE 310
CHARLOTTE, NC 28203
P: 704.272.2400 • F: 704.272.2401
www.bohlerengineering.com
NCELS-P1192"



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12/22/2022

WALL STREET ABANDONMENT EXHIBIT

FOR
SL STATESVILLE LLC

CITY OF STATESVILLE, REDELL COUNTY, NORTH CAROLINA

FILE NO.
NCA220008
DATE
12/22/2022

BOHLER

1507 S. TRYON STREET, SUITE 310
CHARLOTTE, NC 28203
P: 704.272.1400 • FAX: 704.272.1401
www.bohlerengineering.com
NCBLS P-11132

FIELD DATE

CREW CHIEF

DRAWN

REVIEWED

APPROVED

SCALE

DWG. NO.

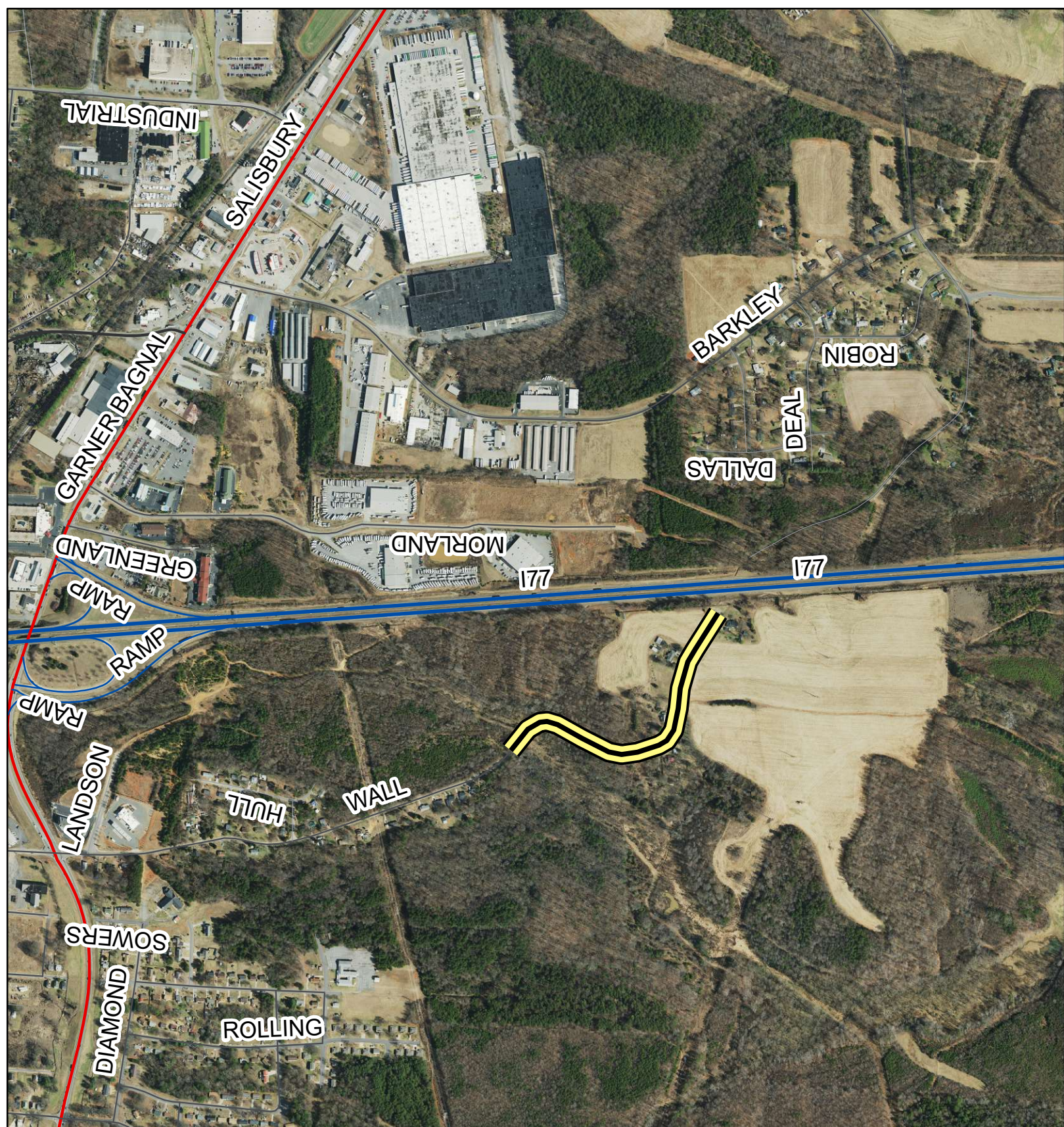
PTC

PL

PTC

NA

2 OF 2



CITY of
Statesville
NORTH CAROLINA

Wall St.
Abandonment

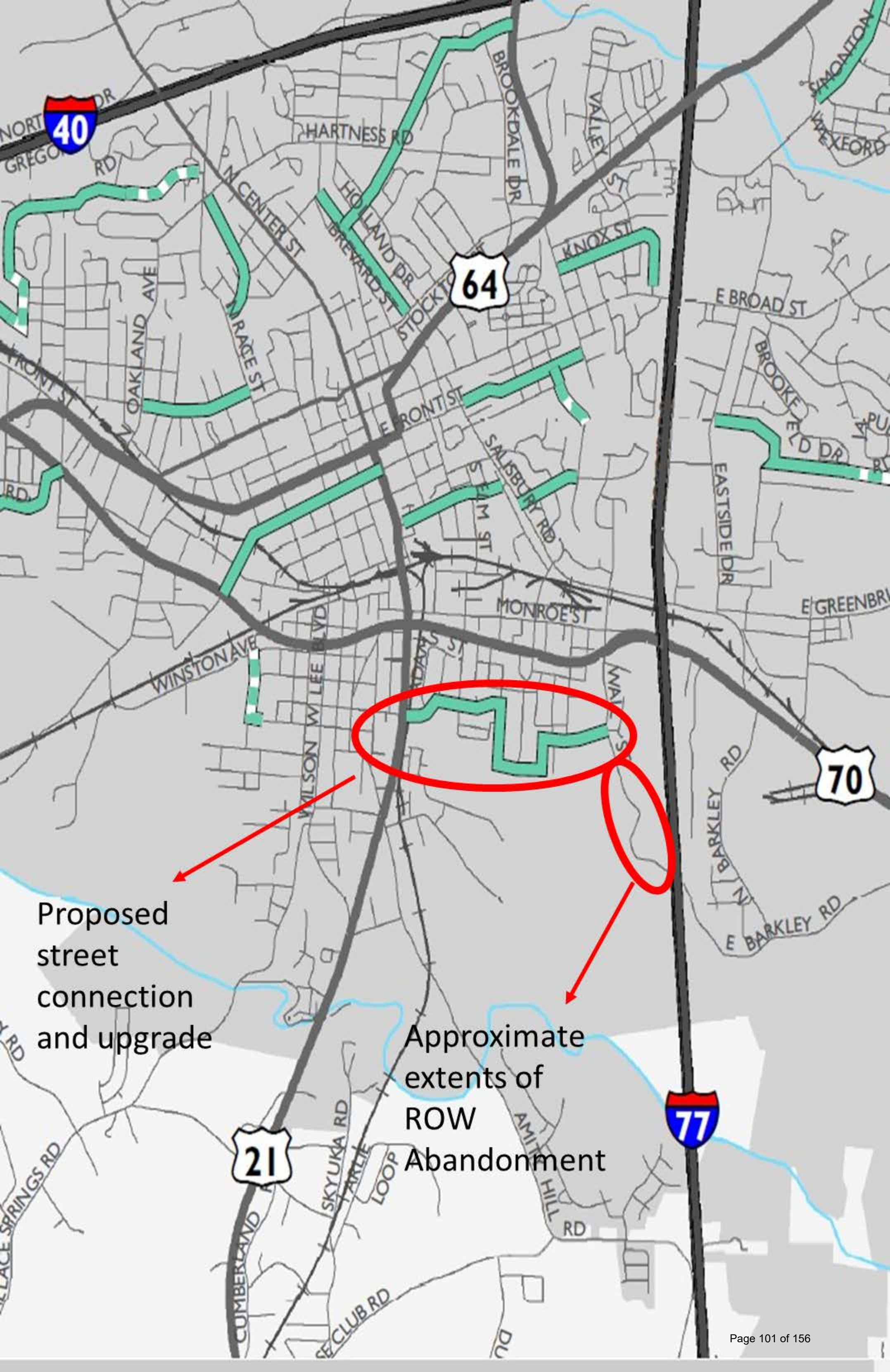
Legend

Abandonment

0 1 2 4 6 8 Miles

Date: October 13, 2022
Source: City of Statesville
Planning Department

Page 100 of 156



Proposed
street
connection
and upgrade

Approximate
extents of
ROW
Abandonment

- **Section 2.13 - Abandonment of Streets, Easements or Plats**

F. Review Criteria

Prior to approval, the City Council shall find that:

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

G. Decision Maker

The City Council shall approve, approve with conditions or deny approval of the application.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Sherry Ashley, Planning Director
DATE: December 21, 2022

ACTION NEEDED ON: January 9, 2023
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing and consider approving first reading of Rezoning Request ZC22-25 Airport Park for properties located at 2507 and 2511 Newton Drive; Tax Parcel #'s 4724-72-2785, 4724-71-3753, and 4724-71-7836 portion; from LI (Light Industrial) District to R-10 CZ (Urban Low Density Residential Conditional Zoning) District

1. Summary of Information:

Rezoning Request

Mr. and Mrs. Michael Johnson are requesting to rezone approximately 35.04 acres of property from LI (Light Industrial) District to R-10 CZ (Urban Low Density Conditional Zoning) District for a single-family cluster subdivision (see attached Location and Zoning & Utilities maps). This request includes 2 parcels and a portion of a third parcel.

These properties were rezoned from R-20 (Suburban Residential) and B-5 (General Business) to LI (light Industrial) on August 7, 2000. The properties have not been developed with industrial uses and the new Land Development Plan projects residential (Zoning & Utilities map). There are 2 existing houses on the properties that will be demolished.

Evaluation

The site is on approximately 35.04 acres located at 2507 and 2511 Newton Drive (see attached Aerial Photo Map and Site Photos). The intent of this conditional zoning request is to accommodate a single-family residential cluster subdivision. The proposal is for 95 single-family cluster lots with common open space (see Concept Plan).

This is a Conditional Zoning request; if approved, the project will be tied to the concept plan and conditions submitted by the applicant, plus any conditions approved by the Planning Board and City Council. The required neighborhood input meeting was held by the applicants on October 28, 2022, at the Statesville Airport Conference Room; 12 persons attended. Discussion included price of the homes; around \$300,000, where are entrances; across Newton Drive aligning with Central Drive and Meadow Lane Drive, where is rear property boundary; 3rd creek; will newer homes improve property values; no guarantee but should; how could homes in the Kennedy Drive area get the city to improve the roads and run water; residents would have to talk to city representatives; what would the remaining property next to Rita, Newton and Bristol Drives be used for; no plans for now existing zoning to remain as is; residents asked what else was going on with other properties along Newton Drive that have been rezoned; they are annexing into the city and being developed for residential. One adjacent property owner, Mr. Derwin disputed the

eastern property line; the Johnsons agreed to meet with Mr. Rankin (this portion of the property is not included in the rezoning request, see attached Concept Plan).

The property is currently within the City's extra-territorial jurisdiction (ETJ); if approved, annexation will be required for the extension of public utilities.

The base R-10 District allows for a minimum of 10,000 sq. ft. lots for residential use; with a minimum of 75 feet in lot width at the front setback line, minimum 30' front yard, 30' rear yard and 8' side yard setbacks and 35' maximum height. For Cluster subdivisions, the lot size may be reduced to 7,500 sq. ft. provided the difference is set aside in common open space. The lot width may also be reduced to 50' and side setbacks to 5'. The concept plan meets these requirements. As part of the common open space, a minimum of 10% is required to be active open space (a minimum of 1.08 acres for the proposed project site/ over 10 acres is proposed). The project will provide a trail, tot lot play area and a small central park. The applicant is also offering as a condition to construct a 10' paved trail within a 20' greenway easement per the Mobility + Development Plan for greenway expansion. Open space will be maintained by the HOA.

Sidewalks, curb, and gutter will be provided on both sides of all internal streets as a condition offered by the applicant with the exception of sidewalk along Road 2 to Road 3 which will only be sidewalk on one side. Development of the adjacent site can add the sidewalk to the other side in the future. Sidewalk, curb, and gutter will also be installed along the development's portion of Newton Drive.

The concept plan indicates that there will be 95 single-family lots. Therefore 190 parking spaces (not including garages) will be required.

Stormwater detention ponds are proposed for the southern and eastern ends of the project and will be permanently maintained by the HOA.

Class "C" 15 ft. buffers are required along the property boundaries except for Road 2 which is adjacent to the property line and along Newton Drive. The applicant is proposing a 15' landscaped buffer along Newton Drive instead of the minimum 8-foot street yard.

A traffic impact analysis is not required for this project. However, 30 feet of right-of-way from the centerline will be dedicated for Newton Drive per the Mobility + Development Plan.

An internal street lighting plan will be submitted for approval with the site plan.

The City of Statesville's water, sewer and electric services are available to serve the project (see Zoning & Utilities map).

The surrounding zoning districts and land uses are as follows:

NORTH OF THE SITE: R-10 (Urban Low Density Residential) land recently rezoned for a single-family subdivision (ZC22-14), R-20 (Suburban Residential) three homes and B-5 (General Business), Vacant Ninth and Moon business, Pinky Promise Nails and BFF Bargains and a vacant lot.

EAST OF THE SITE: LI (Light Industrial) the remaining portion of the Johnson property and R-5M (High Density Single Family/Manufactured Housing Residential)

vacant land/lots, the Lincoln Estates and Whispering Pines neighborhoods with numerous houses, and a few manufactured homes.

SOUTH OF THE SITE: Iredell County R-A CUD (Residential Agricultural Conditional Use), vacant. Conditions include Limited to double wide or modular homes, vinyl lap siding, asphalt shingle roofing, masonry foundation, masonry front porch and concrete driveways.

WEST OF THE SITE: R-20 (Suburban Residential), vacant land, West View Terrace Neighborhood with numerous houses, Stamey Farm property and R-10 recently rezoned property for a single-family subdivision (ZC22-09 Bristol Terrace)

- 2. Previous Council/Relevant Actions:** At their regular meeting on December 20, 2022, the Planning Board unanimously recommended approval of the request as presented.
- 3. Budget/Funding Implications:** The current total taxable value of these parcels are approximately \$442,900. The applicant estimates that the project improvements would be approximately \$28 Million. City of Statesville water, sewer and electrical services are available to the properties. If approved, the city will need to provide sanitation, fire, and police services as requested.
- 4. Consequences for Not Acting:** The properties would remain LI (Light Industrial) in the ETJ. The city would not collect property taxes.
- 5. Department Recommendation:** The 2045 Land Development Plan projects the property as suitable for Complete Neighborhood 2 designation - which is intended primarily for residential development and recommends connectivity between neighborhoods, a stub street is provided to the east, however no connection to the west due to existing development, pedestrian/bicycle facilities, sidewalks and trail are provided through out the subdivision and planned open space—is proposed per the requested Concept Plan (see Character Map & Intent). The site is also within the Tier 1 Growth Area.

The project would provide new single-family housing in Statesville. The site is located in the ETJ. The use is a good transition from R-5M to R-20. All city utilities are available.

This is a conditional zoning request; and if approved the request will be tied to the submitted concept plan and conditions submitted by the applicant, and any additional conditions approved by the Planning Board and City Council.

Therefore, staff recommends **approval** with the following conditions:

1. A range of units from a minimum of 80 units up to 95 units is permitted.
2. A 15' buffer shall be provided along the Newton Drive frontage which will contain a 5' sidewalk as shown and the 10' Type B planted buffer.
3. Sidewalk shall be provided on both sides of each proposed road except for Road 2 from the entrance to the intersection with Road 3.

4. A 10' paved trail with 20' Greenway Easement shall be provided along the southern property boundary bordering Third Creek. Trail shall be constructed to City of Statesville standards and detail sheet. Trail construction and easement dedication must be completed prior to issuance of 61st CO for the development.
5. OS-C shall include a large mature evergreen tree with additional landscape, sidewalk, & benches to serve as a focal point and
6. Any item(s) not specifically addressed must meet the requirements of the Unified Development Code.

Contingent upon adding stream buffer, and annexation for city utilities.

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

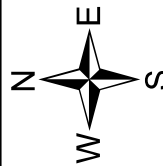
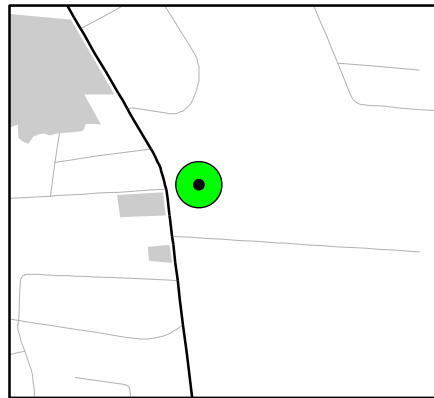
7. Next Steps: If approved, the 2nd reading would be on February 6, 2023.

8. Attachments:

1. Location Map
2. Current Zoning & Utilities Map
3. Aerial Photo Map
4. Site Photo
5. Concept Plan (pgs.1-3)
6. 2045 LDP Complete Neighborhood 2 Character Map & Intent
7. Ordinance
8. Council Consistency Statement
9. Planning Board Consistency Statement
10. Certification of Mailed Notices

City of Statesville Planning Department

Airport Park
ZC22-25
PIN's # 4724-72-2785,
4724-71-3753, 4724-71-7836 pt.





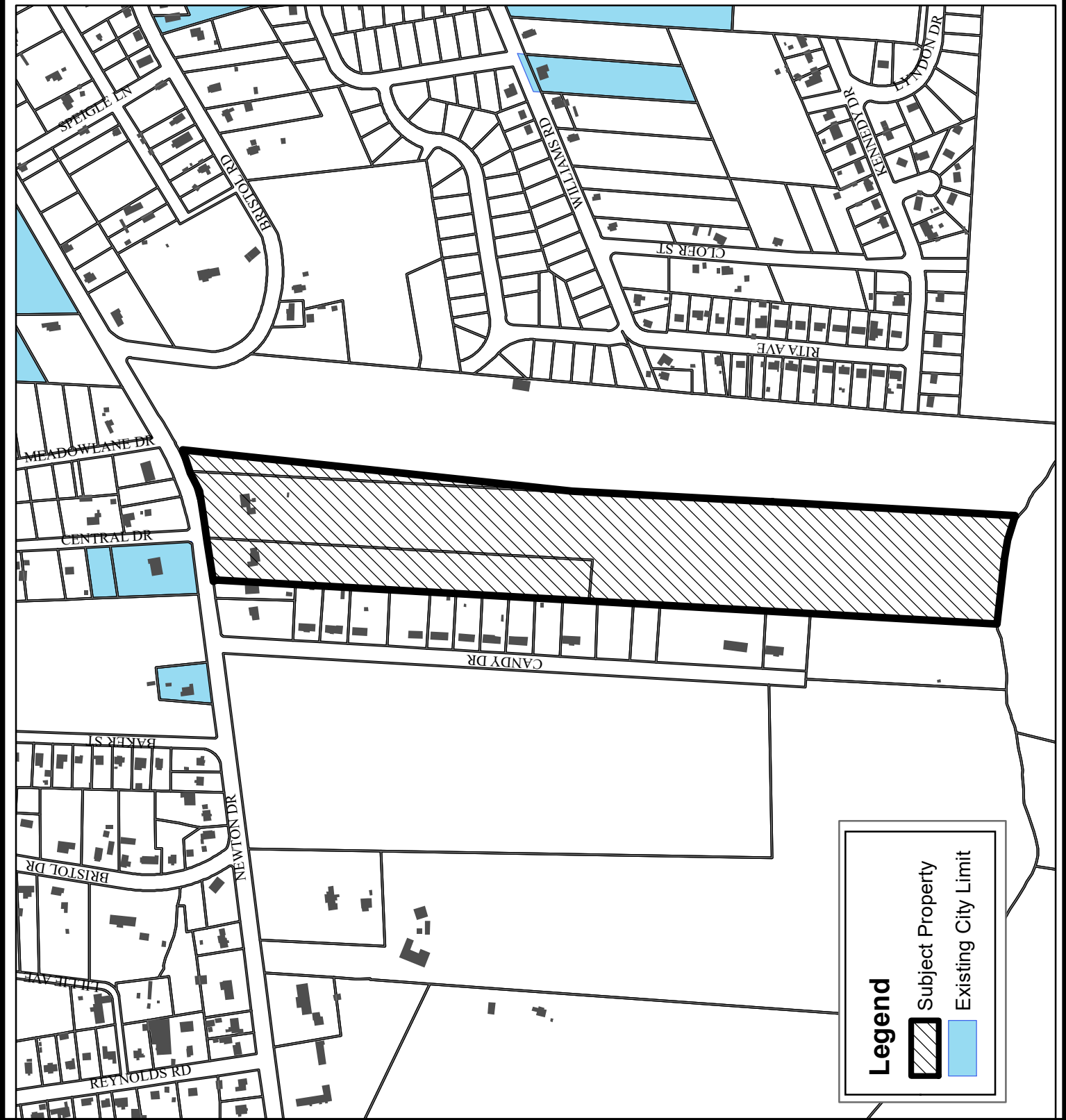
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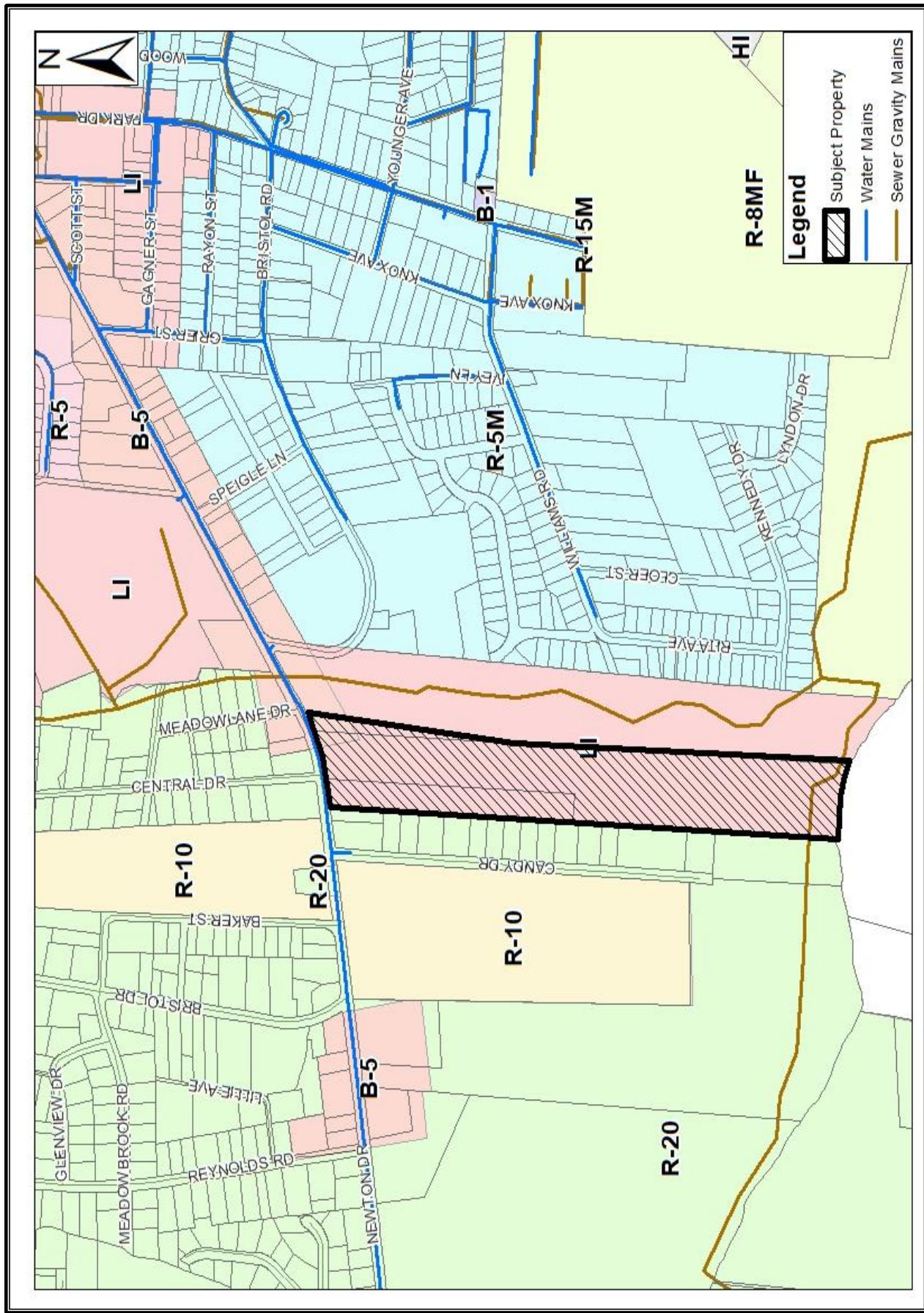
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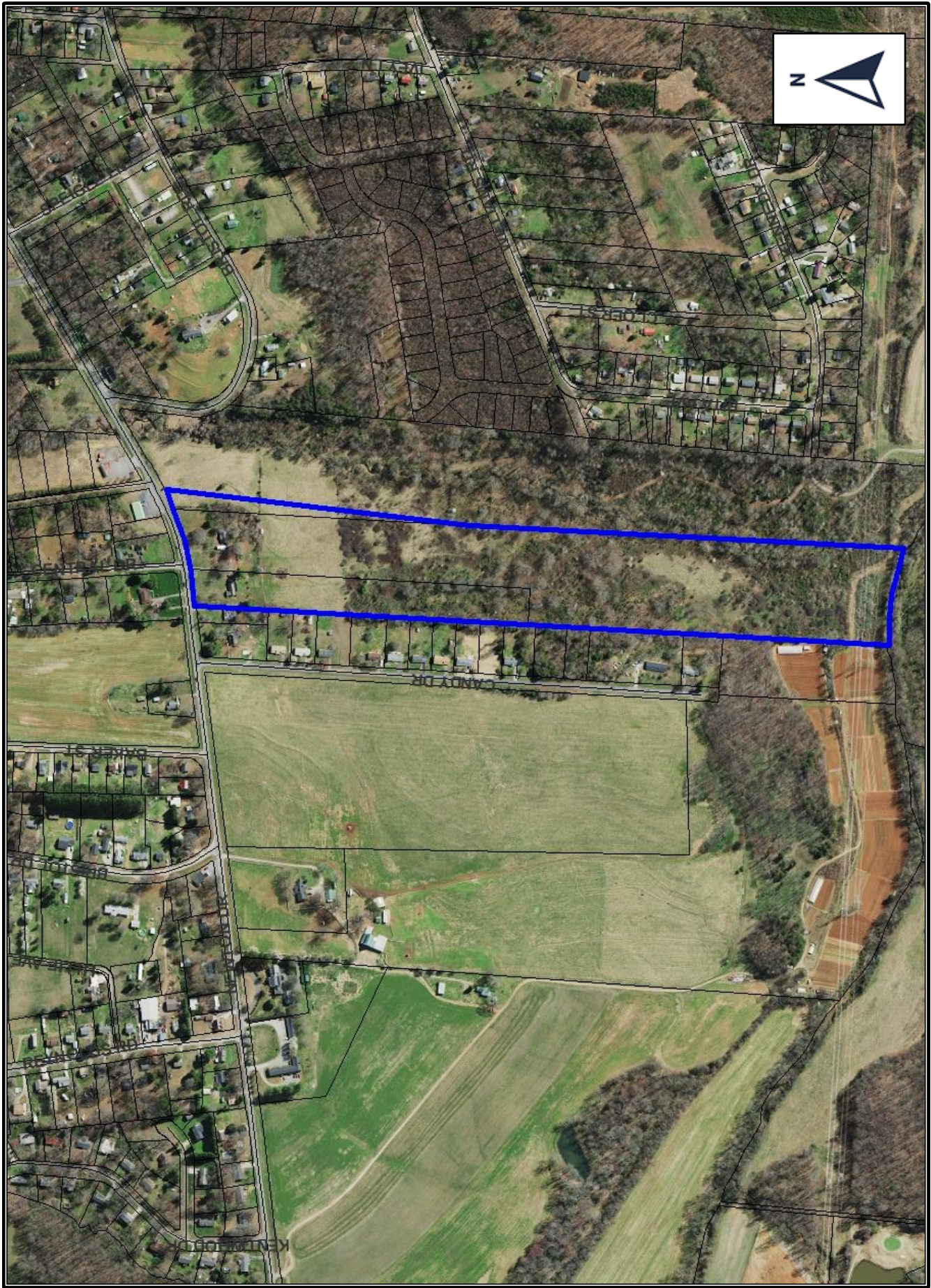
Legend

-  Subject Property
-  Existing City Limit





Case No. ZC22-25 Airport Park
 Current Zoning & Utilities Map – PIN's # 4724-72-2785, 4724-71-3753, 4724-71-7836 portion




Case No. ZC22-25 Airport Park
Aerial Photo Map – PIN's # 4724-72-2785, 4724-71-3753, 4724-71-7836 portion



Site Photo – ZC22-25 Airport Park
PIN's # 4724-71-3753, 4724-71-2785, 4724-71-7836 portion
View from US 70 at Central Drive, looking south onto the property



Map:



Airport Park
Single Family Residential
City of Statesville, North Carolina

Project Number:

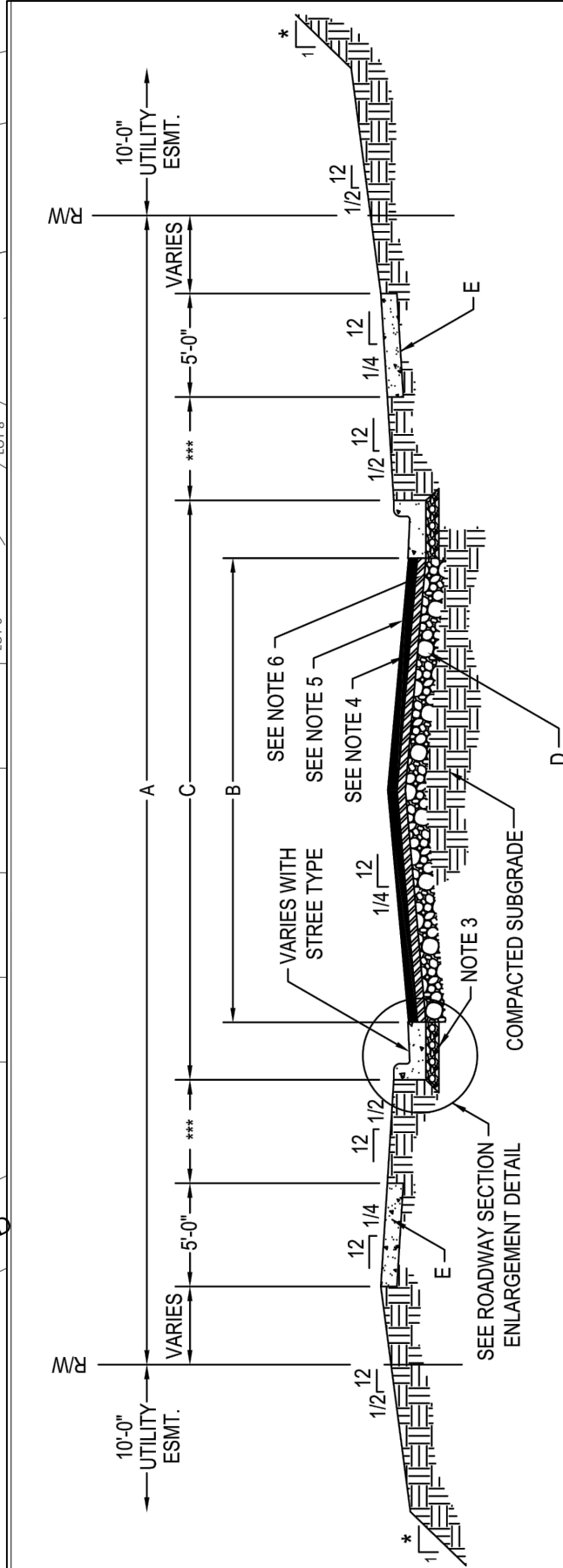
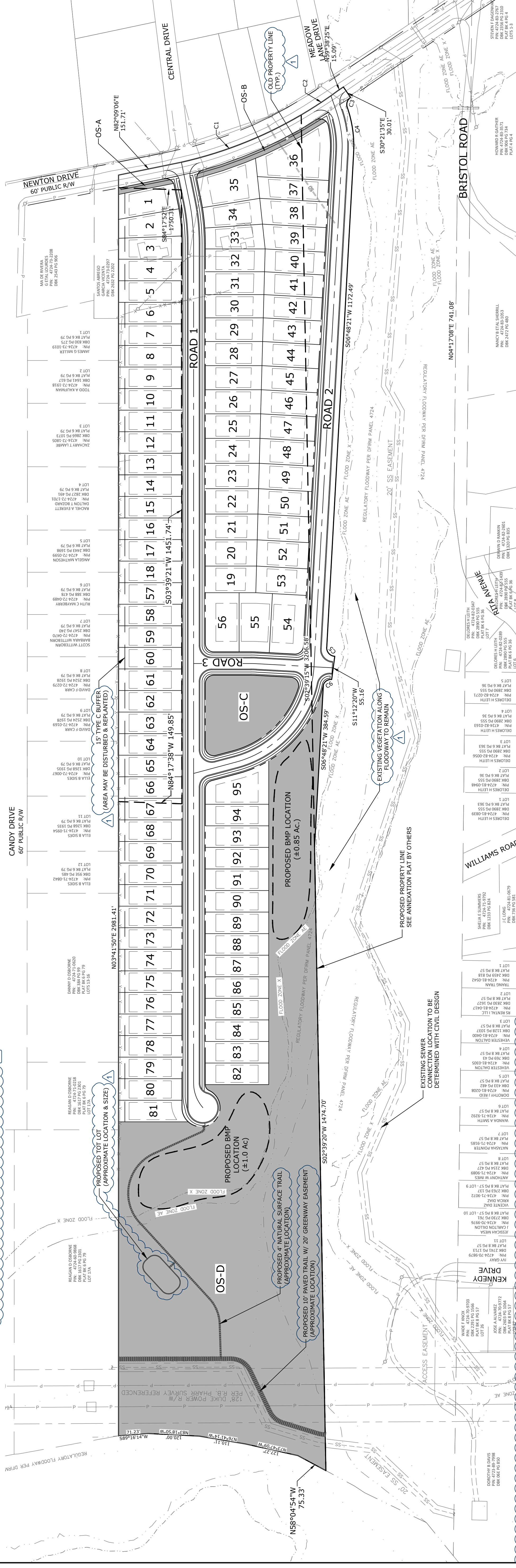
Sheet Number:

Open Space	
Open Space	Area (Acres)
OS-A	0.04
OS-B	0.11
OS-C	0.73
OS-D	11.06

Open Space Summary	
Proposed Lots	95
Average Lot Size (see table next sheets)	7,939 SF
Minimum Lot Size (Base Zoning)	10,000 SF
Required Open Space	
Proposed Open Space (Less BMP Areas)	± 4.49 AC
BMP Open Space (40% of ±1.85 AC.)	±0.74 AC
Total Open Space	±10.83 AC
Required Active Open Space	±10.08 AC
Proposed Active Open Space	±1.25 AC

Proposed Road Summary			
Name	Type	Right of Way	Length (LF)
Road 1	Sub-Collector	55' Public	2,244
Road 2	Sub-Collector	55' Public	1,270
Road 3	Sub-Collector	55' Public	330

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	305.58	987.37	17.73	S72° 07' 20"W	304.36
C2	104.66	987.37	6.07	N60° 13' 11"E	104.61
C3	27.18	20.05	77.66	S40° 48' 28"W	25.15
C4	107.35	277.50	22.17	S4° 16' 37"E	106.69
C5	31.42	20.00	90.00	S38° 11' 39"E	28.28
C6	24.94	20.00	71.45	S61° 04' 47"W	23.36



		STREET SECTION DIMENSIONS					D	E
		A	B	C				
STREET TYPE		MIN. RIGHT-OF-WAY WIDTH	MINIMUM PAVEMENT WIDTH	BACK OF CURB TO BACK OF CURB	COMPACTED ABC THICKNESS	SIDEWALK REQUIREMENT		
1	COLLECTOR (100+) DWELLINGS	60'	32'	37'	6" or 8" B2.5 C Asphalt	BOTH SIDES OF STREET		
2	SUB COLLECTOR (25-99) DWELLINGS	55'	26'	31'	6" or 8" B2.5 C Asphalt	ONE (1) SIDE OF STREET		
3	LOCAL (10-24) DWELLINGS	50'	22'	27'	6" or 8" B2.5 C Asphalt	ONE (1) SIDE OF STREET		
4	MINOR (1-9) DWELLINGS	50'	20'	25'	6" or 8" B2.5 C Asphalt	ONE (1) SIDE OF STREET		

NOTE: PAVEMENT WIDTH DOES NOT INCLUDE WIDTH OF CURB AND GUTTERS.
(BACK TO BACK CURB DIMENSIONS GOVERN).

[illegible]

CITY OF STATESVILLE
PUBLIC WORKS DEPARTMENT

STREET
**RESIDENTIAL ROADWAY
SECTION**

DETAIL #	REVISED
ST-1B	DEC 2021
SCALE:	SHEET #
N.T.S.	1 OF 1



CITY OF STATESVILLE
PUBLIC WORKS DEPARTMENT

STREET
TYPICAL SECTION
GREENWAY

<u>DETAIL #</u>	<u>REVISED</u>
ST-1D	OCT 2022
<u>SCALE:</u>	<u>SHEET #</u>
N.T.S.	

MATCH LINE (SEE SHEET 3)

DAVID CARR
PIN: 4724-72-0089
DBK 2524 PG 1928
LOT 9

SCOTT WITTERBERN
BARBARA WITTERBERN
PIN: 4724-72-0470
DBK 2524 PG 1928
LOT 7

RUTH C MABERRY
PIN: 4724-72-0489
DBK 388 PG 478
LOT 6

RACHEL A EVERETT
DAKOTIA BOZARD
PIN: 4724-72-0481
DBK 2827 PG 491
LOT 4

ZACHARY LAMBE
PIN: 4724-72-1805
DBK 2827 PG 493
LOT 3

TODD A KAUFMAN
PIN: 4724-72-1918
DBK 2827 PG 497
LOT 2

JAMES G MILLER
PIN: 4724-72-1019
DBK 2827 PG 499
LOT 1

SANTOS ABREGO
GARCIA VICENTA
PIN: 4724-72-0397
DBK 2827 PG 494

OS-A

OS-B

OS-C

OS-D

OS-E

OS-F

OS-G

OS-H

OS-I

OS-J

OS-K

OS-L

OS-M

OS-N

OS-O

OS-P

OS-Q

OS-R

OS-S

OS-T

OS-U

OS-V

OS-W

OS-X

OS-Y

OS-Z

OS-AA

OS-AB

OS-AC

OS-AD

OS-AE

OS-AF

OS-AG

OS-AH

OS-AI

OS-AJ

OS-AK

OS-AL

OS-AM

OS-AN

OS-AO

OS-AP

OS-AQ

OS-AR

OS-AS

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OS-LZ

OS-MA

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OS-MC

OS-MD

OS-ME

OS-MF

OS-MG

OS-MH

OS-MI

OS-MJ

OS-MK

OS-ML

OS-MM

OS-MN

OS-MO

OS-MP

OS-MQ

OS-MR

OS-MS

OS-MT

OS-MU

OS-MV

OS-MW

OS-MX

OS-MY

OS-MZ

OS-NA

OS-NB

OS-NC

Complete Neighborhood 2

Character Intent

Complete Neighborhoods 2 are opportunities for new neighborhoods built using traditional neighborhood designs that provide a mix of residential uses. These neighborhoods are best designed as master planned neighborhoods that use a traditional grid or modified grid network, shorter block lengths, and pedestrian pathways connecting residences to internal and external destinations. Typically, a larger portion of neighborhoods will be dedicated to single-family detached homes. A variety of housing type choices (see page 36) including multifamily are also appropriate when they are clustered near centralized locations like amenity areas, commercial centers, thoroughfares and intersections, including a central thoroughfare that can service the higher density, or when they are a part of a live-work or mixed-use cluster within a larger planned neighborhood. Sidewalks, multi-use paths, on-street parking, and narrow street designs prioritize walking and biking through neighborhoods and accommodate connections to adjacent uses. These neighborhoods should also include parks and community open spaces accessible to neighborhood residents and preferably to the public. Pockets of community-serving institutional uses like schools, community centers and churches are also appropriate. Limited use of neighborhood-scale, multistory commercial and office centers is appropriate in this character area when clustered along major thoroughfares and street corners.

Pattern & Form

Grid or modified grid network with short and medium block lengths.

Opportunities

New master planned developments organized around community gathering spaces (commercial or open space).

Primary Uses

Residential

Secondary Uses

Clubhouses and recreation centers, neighborhood scale corner commercial/offices, institutional, park and open space, daycare.

Form Characteristics

Building Height	One to three stories
Building Orientation	Residences oriented towards the primary street, 0-30 ft setbacks
Building Types	Single family detached homes, limited use of a variety of housing type choices (see page 37), and multifamily in centralized locations, limited use of neighborhood-scale and multistory commercial or office centers in centralized locations, and institutional buildings.
Street Character	Local streets with sidewalks on both sides and street trees, off-street pedestrian and bike circulation connections (trails and paths)
Parking Character	Alley parking preferred for residential, some on-street parking, neighborhood nonresidential uses share small surface lots



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF THE AFTER DESCRIBED PROPERTIES FROM LI (LIGHT INDUSTRIAL) DISTRICT TO R-10 CZ (URBAN LOW DENSITY RESIDENTIAL CONDITIONAL ZONING) DISTRICT

**ZC22-25 Airport Park
(Clara H. Johnson Revocable Family Trust, Michael, and Anita Johnson)
2507 & 2511 Newton Drive
PIN #s 4724-72-2785, 4724-71-3753 and 4724-71-7836 portion**

WHEREAS, A NOTICE TO THE GENERAL PUBLIC AND PARTICULARLY THE CITIZENS OF THE City of Statesville's planning jurisdiction was duly given, notifying them of a public hearing to be held on January 9, 2023 at 7:00 p.m. in the Council Chambers at City Hall, 227 South Center Street, Statesville, North Carolina, for the purpose of considering a proposed ordinance to change the zoning classification of the after described properties from LI to R-10 CZ; said notice having been published in the Statesville Record and Landmark, a newspaper having general circulation in this area on December 30, 2022 and January 6, 2023, all in accordance with the procedure set forth in N.C.G.S. 160A-360; and

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

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

LEGAL DESCRIPTION

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

LEGAL DESCRIPTION TRACT 1 (AS SURVEYED)

ALL THAT REAL PROPERTY LYING SOUTH OF NEWTON DRIVE (N.S. HIGHWAY 70), WESTERLY OF THE LANDS OF MICHAEL H. JOHNSON AND WIFE ANITA RITCHIE JOHNSON (DEED BOOK 1270 PAGE 1902 IREDELL COUNTY REGISTRY), NORTHERLY OF THIRD CREEK, AND EASTERLY OF THE LANDS OF CLARA H. JOHNSON REVOCABLE FAMILY TRUST U/T/A/ DATED AUGUST 15, 2007 DEED BOOK 1898 PAGE 798 (IREDELL COUNTY REGISTRY), AND ALSO EASTERLY OF THE WEST VIEW TERRACE SUBDIVISION (PLAT BOOK 6, PAGE 79 IREDELL COUNTY REGISTRY), AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A NEW TRAVERSE NAIL, ON THE SOUTH SIDE OF SAID NEWTON DRIVE (N.C. HIGHWAY 70), HAVING A HAVING A NORTH CAROLINA GRID ~ NAD 83(2011) COORDINATES OF N= 743,554.856 FEET, E= 1,427,658.577 FEET;

THENCE S 75° 20' 54" W, A GROUND DISTANCE OF 413.78 FEET (GRID DISTANCE 413.73 FEET, COMBINED GRID FACTOR = 0.9998791185) TO AN EXISTING IRON W/ NAIL ON THE SOUTH SIDE OF NEWTON DRIVE (N.C. HIGHWAY 70) AND THE NORTHWEST CORNER OF WHAT WAS FORMERLY TRACT ONE OF CLARA H. JOHNSON REVOCABLE FAMILY TRUST (DB 1898 PG 798 IREDELL COUNTY REGISTRY), SAID IRON W/ NAIL BEING ON THE

NORTHEAST CORNER OF THE LANDS OF SANTOS ABREGO AND GARCIA VICENTA (DB 2632 PG 2202 IREDELL COUNTY REGISTRY), HAVING A NORTH CAROLINA GRID COORDINATE OF N = 743,450.25 FEET AND E = 1,427,258.22 FEET, SAID EXISTING IRON W/ NAIL BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 03° 41' 50" E FOR A DISTANCE OF 29.84 FEET TO A COMPUTED POINT IN THE CENTERLINE OF NEWTON DRIVE (N.C. HIGHWAY 70);

THENCE WITH THE CENTERLINE OF NEWTON DRIVE (N.C. HIGHWAY 70), THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. N 82° 09' 6" E FOR A DISTANCE OF 151.72 FEET TO A COMPUTED POINT, SAID COMPUTED POINTS BEING N 82° 09' 05.9" W, AND DISTANCE OF 38.95 FEET FROM AN EXISTING CONCRETE RIGHT OF WAY MONUMENT;
2. WITH A CIRCULAR CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 305.58 FEET, A RADIUS OF 987.37 FEET, A CHORD BEARING OF N 72° 07' 20" E AND A CHORD DISTANCE OF 304.36 FEET TO A COMPUTED POINT;
3. WITH A CIRCULAR CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 103.41 FEET, HAVING A RADIUS OF 987.37 FEET, A CHORD BEARING OF N 60° 15' 21" E, AND A CHORD DISTANCE OF 103.36 FEET TO A COMPUTED POINT;
4. N 59° 37' 57" E FOR A DISTANCE OF 16.33 FEET TO A COMPUTED POINT;

THENCE LEAVING THE CENTER OF NEWTON DRIVE (N.C. HIGHWAY 70), AND WITH NEW LINES FOR MICHAEL H. JOHNSON AND WIFE ANITA RITCHIE JOHNSON (DB 1270 PG 1902 IREDELL COUNTY REGISTRY) AND CLARA H. JOHNSON REVOCABLE FAMILY TRUST (DB 1898 PG 798 IREDELL COUNTY REGISTRY) THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. S 30° 21' 35" E, A DISTANCE OF 29.96 FEET, TO A SET #5 REBAR WITH CAP;
2. A CIRCULAR CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 27.18 FEET, A RADIUS OF 20.05 FEET, HAVING A CHORD BEARING OF S 20° 48' 28" W AND A CHORD DISTANCE OF 25.15 FEET TO A SET #5 REBAR WITH CAP;
3. A CIRCULAR CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 107.36 FEET, A RADIUS OF 277.50 FEET, A CHORD BEARING OF S 04° 16' 36" E AND A CHORD DISTANCE OF 106.69 FEET TO A SET #5 REBAR WITH CAP;
4. S 06° 48' 21" W, A DISTANCE OF 1172.49 FEET TO A SET #5 REBAR WITH CAP;
5. A CIRCULAR CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 31.42 FEET, A RADIUS OF 20.0 FEET, A CHORD BEARING OF S 38° 11' 38" E AND A CHORD DISTANCE OF 28.28 FEET TO A SET #5 REBAR WITH CAP;
6. S 11° 12' 20" W, A DISTANCE OF 55.16 FEET TO A SET #5 REBAR WITH CAP;
7. A CIRCULAR CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 24.94 FEET, A RADIUS OF 20.00 FEET, A CHORD BEARING OF S 61° 04' 47" W, AND A CHORD DISTANCE OF 23.36 FEET TO A SET #5 REBAR WITH CAP;
8. S 06° 48' 21" W, A DISTANCE OF 384.59 FEET TO A SET #5 REBAR WITH CAP;
9. S 02° 39' 20" W, A DISTANCE OF 1,374.74 FEET TO A SET #5 REBAR WITH CAP;
10. S 02° 39' 20" W, A DISTANCE OF 50.00 FEET TO A COMPUTED POINT IN THE CENTERLINE OF THIRD CREEK;

THENCE WITH THE CENTERLINE OF THIRD CREEK, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. N 58° 04' 54" W, A DISTANCE OF 75.29 FEET TO A COMPUTED POINT;
2. N 73° 47' 09" W, A DISTANCE OF 127.27 FEET TO A COMPUTED POINT;
3. N 76° 41' 14" W, A DISTANCE OF 110.11 FEET TO A COMPUTED POINT;

4. N 83° 18' 50" W, A DISTANCE OF 120.00 FEET TO A COMPUTED POINT;
5. S 89° 16' 14" W, A DISTANCE OF 71.23 FEET TO A COMPUTED POINT;

THENCE LEAVING THE CENTERLINE OF THIRD CREEK, AND WITH THE LINES OF REAGAN D. OSBORNE (DB 1617 PG 2301 IREDELL COUNTY REGISTRY), DANNY D. OSBORNE (DB 384 PG 99 IREDELL COUNTY REGISTRY), ELLA B. SIDES (DB 95E PG 485 AND DB 1268 PG 1935 IREDELL COUNTY REGISTRY), THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. N 03° 41' 50" E, A DISTANCE OF 50.00 FEET TO SET #5 REBAR WITH CAP; SAID #5 REBAR WITH CAP BEING S 41° 37' 50" W, A DISTANCE OF 16.28 FEET FROM AN EXISTING REBAR WITH CAP LABELED W.K.D. IN THE LINE OF REAGAN D. OSBORNE (DB 1617 PG 2301 IREDELL COUNTY REGISTRY);
2. N 03° 41' 50" E, PASSING AN EXISTING 3/4" PIPE AT 1,032.12 FEET, PASSING AN EXISTING 1" PIPE AT 1,332.49 FEET, FOR A TOTAL DISTANCE OF 1,449.92 FEET TO AN EXISTING 1/2" PIPE IN THE LINE OF ELLA B. SIDES (DB 95E PG 485 AND DB 1268 PG 1935 IREDELL COUNTY REGISTRY);

THENCE N 03° 41' 50" E, WITH THE EASTERN PROPERTY LINE OF ELLA B. SIDES (DB 95E PG 485 AND DB 1268 PG 1935 IREDELL COUNTY REGISTRY), PASSING AN EXISTING 1/2" PIPE BEING THE NORTHEAST CORNER OF ELLA B. SIDES (DB 95E PG 485 AND DB 1268 PG 1935 IREDELL COUNTY REGISTRY) AT 142.55 FEET, PASSING AN EXISTING BENT PIPE BEING IN THE LINE OF DAVID F. CARR (DB 2524 PG 1928 IREDELL COUNTY REGISTRY) AT 242.50 FEET, PASSING AN EXISTING BENT PIPE BEING THE NORTHEAST CORNER OF DAVID F. CARR (DB 2524 PG 1928 IREDELL COUNTY REGISTRY) AT 342.52 FEET, PASSING AN EXISTING #4 REBAR BEING THE NORTHEAST CORNER OF SCOTT WITTEBORN (DB 2547 PG 240 IREDELL COUNTY REGISTRY) AT 442.25 FEET, PASSING AN IRON BEING THE NORTHEAST CORNER OF ANGELA MATHESON (DB 2443 PG 1698 IREDELL COUNTY REGISTRY) AT 642.38 FEET, PASSING A 1/2" BENT PIPE BEING THE NORTHEAST CORNER OF ZACHARY T. LAMBE (DB 2866 PG 1073 IREDELL COUNTY REGISTRY) AT 942.47 FEET, PASSING AN EXISTING 1/2" BENT PIPE BEING THE NORTHEAST CORNER OF TODD A. KAUFMAN (DB 1641 PG 617 IREDELL COUNTY REGISTRY) AT 1043.04 FEET, PASSING A REBAR IN CONCRETE BEING THE NORTHEAST CORNER OF JAMES G. MILLER (DB 830 PG 275 IREDELL COUNTY REGISTRY), FOR A TOTAL DISTANCE OF 1,451.70 FEET TO AN EXISTING IRON W/ NAIL BEING IN THE LINE OF SANTOS ABREGO AND GARCIA VICENTA (DB 2632 PG 2202 IREDELL COUNTY REGISTRY), THE **TRUE POINT OF BEGINNING** AND CONTAINING 35.04 ACRES MORE OR LESS, AS SHOWN ON AN UNRECORDED PLAT TITLED "RECOMBINATION SURVEY OF: MICHAEL & ANITA JOHNSON AND CLARA H. JOHNSON REVOCABLE FAMILY TRUST" BY G. SCOTT WAGONER, PLS OF CESI DATED OCTOBER 19, 2022, AND REVISED NOVEMBER 10, 2022, CESI JOB NUMBER 220658.000.

Property Addresses: 2507 and 2511 Newton Drive, Statesville NC

This ordinance was introduced for first reading by Council member _____, seconded by Council member _____, and unanimously carried on the _____ day of _____, 2023.

Ayes:

Nays:

The second and final reading of this ordinance was heard on the _____ day of

_____, 2023 and upon motion of Council member _____, seconded by Council member _____, and unanimously carried, was adopted.

Ayes:

Nays:

This ordinance is to be in full force and effect from and after the _____ day of _____, 2023.

CITY OF STATESVILLE

Constantine H. Kutteh, Mayor

APPROVED AS TO FORM:

By: _____
Leah Gaines Messick, City Attorney

ATTEST:

Brenda Fugett, City Clerk



To: Statesville City Council

From: Sherry Ashley, AICP, Planning Director

Date: January 9, 2023

Subject: Rezoning

Case: ZC22-25 Airport Park

Address: 2507 and 2511 Newton Drive, Parcel #'s 4724-72-2785, 4724-71-3753, and 4724-71-7836 portion

- ☒ The zoning amendment is **approved** and is consistent with the City's comprehensive land use plan, is reasonable, and in the public interest because: the 2045 Land Development Plan projects the parcel as suitable for Complete Neighborhood 2, which is intended primarily for residential development and recommends many of the features—connectivity between neighborhoods with a stub street provided to the east, pedestrian facilities and planned open space—proposed throughout the project per the requested Concept Plan. The site is within Tier 1 growth area and is currently in the ETJ. Additionally, this project provides new single-family housing and is a good transitional use between R-5M and R-20 with the conditions agreed upon and all city utilities are available.
- ☐ In addition to approving this zoning amendment, this approval is **also deemed an amendment to the City's comprehensive land use plan**. The change in conditions the Planning Board has taken into account in amending the zoning ordinance to meet the development needs of the community are as follows: _____
- ☐ The zoning amendment **is rejected because it is inconsistent with the City's comprehensive land plan** and is not reasonable and in the public interest because _____

Date: Constantine H. Kutteh, Planning Mayor

Date: Sherry Ashley, Planning Director



To: Statesville Planning Board

From: Sherry Ashley, AICP, Planning Director

Date: December 20, 2022

Subject: Zoning Consistency Statement – Planning Board

Case: ZC22-25 Airport Park

Address: 2507 and 2511 Newton Drive, Parcel #'s 4724-72-2785, 4724-71-3753, and 4724-71-7836 portion

X The zoning amendment is **approved** and is consistent with the City's comprehensive land use plan, is reasonable, and in the public interest because: the 2045 Land Development Plan projects the parcel as suitable for Complete Neighborhood 2, which is intended primarily for residential development and recommends many of the features—connectivity between neighborhoods with a stub street provided to the east, pedestrian facilities and planned open space—proposed throughout the project per the requested Concept Plan. The site is within Tier 1 growth area and is currently in the ETJ. Additionally, this project provides new single-family housing and is a good transitional use between R-5M ad R-20 with the conditions agreed upon and all city utilities are available.

☐ In addition to approving this zoning amendment, this approval is **also deemed an amendment to the City's comprehensive land use plan**. The change in conditions the Planning Board has taken into account in amending the zoning ordinance to meet the development needs of the community are as follows: _____

☐ The zoning amendment is **rejected because it is inconsistent with the City's comprehensive land plan** and is not reasonable and in the public interest because _____

Date: Todd Lange, Planning Board Chairman

Date: Sherry Ashley, Planning Director



To City Council:

Subject: Adjacent Property Owner Mailing Certification

Dear Council members:

The purpose of this letter is to certify that the adjacent property owners of PIN's 4724-72-2785, 4724-71-3753 and 4724-71-7836 portion located at 2507 and 2511 Newton Drive, per case #ZC22-25 Airport Park, were mailed notice of this rezoning request on December 5, 2022.

Thank you,

A handwritten signature in dark ink, appearing to read "Sherry Ashley". The signature is written in a cursive style with a large, sweeping flourish at the end.

Sherry Ashley, AICP
Planning Director

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Sherry Ashley, Planning Director
DATE: December 22, 2022

ACTION NEEDED ON: January 9, 2023
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving 2nd reading of TA22-03: Text Amendments to the Unified Development Code filed by the City of Statesville to amend Articles 1. Administration, Article 2. Development Review Process, Article 3. Zoning, Article 4. Non-Conforming Situations, Article 5. Supplemental Regulations/Performance Standards for Specific Uses, Article 6. Development Standards, Article 8. Public Facilities Requirements, Article 9. Definitions and Article 10. Appendices stamp for plats.

- 1. Summary of Information:** This request completes the process of aligning the Statesville Unified Development Code (UDC) with the new North Carolina General Statute 160D. Most of the proposed amendments to the UDC are **required** for the City's ordinance to be in conformity with the General Statute.

In addition, N-Focus and staff have also provided amendments to allow townhomes and townhome lots and other various amendments.

Again, this series of amendments to Articles 1, 2 ,3, 4, 5, 6, 8, 9, and 10 of the UDC is to comply with North Carolina General Statutes 160D Local Planning and Development Regulation. Other amendments are to correct typos, provide updates to responsibilities and procedures, to allow townhomes and subdivision into townhome lots, to clarify and update multi-family units including duplexes, to amend screening between LI and HI zoning districts, to clarify density for multi-family units, to prohibit political signs in the downtown streetscape and the landscape median on E. Broad Street, to update definitions, and amend the minor subdivision stamp for plats.

- 2. Previous Council or Relevant Actions:** The Assistant Planning Director, City Attorney and I worked on the majority of 160D amendments. Staff also had the Institute of Government review the Unified Development Code for further changes. Based on IOG's review, several additional changes are necessary to comply with 160D. Mr. Michael Harvey with N-Focus was hired to work with staff and prepare the necessary changes. In addition, the UDC needed to be updated to allow townhome lots and other clean-up items and updates. The public hearing was held on December 5, 2022. Council passed first reading unanimously with the revision that all political signs be prohibited in all rights-of-way (see amended text). No one from the public spoke.

in the City of Statesville and shall be entitled to the same privileges and benefits as other parts of the City of Statesville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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 unanimously carried on the 9th day of January 2023.

AYES:

NAYS:

The second and final reading of this ordinance was heard on the 6th day of February 2023 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 28th day of February 2023 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

- (1) A maximum of four (4) off-site directional signs allowed for a property for sale (there is no minimum distance requirements between signs).
- (2) Signs cannot exceed four (4) square feet in areas or four (4) feet in height.
- (3) Signs cannot be located in the public rights-of-way and cannot be located in the area of cross visibility.
- (4) Realtors and home builders and all others must obtain written permission by the property owner where they are placing a directional sign.
- (5) Signs must be removed within forty-eight (48) hours of the property closing or at the termination of the listing agreement.
- (6) A maximum of four (4) directional signs are allowed per intersection and not more than two (2) at any one (1) corner of an intersection.
- (7) Signs must be located within a one and one-half (1.5) mile radius of the property for sale.
- (8) Open house/special event signs must not be placed before 8:00 a.m. on a holiday or Saturday, and must be removed by 6:00 p.m. on Sunday, or the holiday, whichever comes late in the immediate succession.
- (9) Open house/special event signs cannot exceed six (6) square feet in area or four (4) feet in height.
- (10) Provisions regarding the posting of signage in the historical district shall override these provisions.

17. Construction Sign

Such signs may identify the project, the owner or developer, architect, engineer, contractor and subcontractors, funding sources and may contain related information, including but not limited to sales or leasing information. Not more than one (1) such sign may be erected per site, and it may not exceed thirty-two (32) square feet in area. Such signs shall not be erected more than thirty (30) days prior to the issuance of a building permit and shall be removed within forty-eight (48) hours of the final property closing in the development.

18. Special Event Sign

Signs indicating that a special event such as a fair carnival, circus, festival, or similar happening is to take place on the lot on which the sign is located, Such signs may be erected not sooner than thirty (30) days before the event and must be removed not later than three (3) days after the event.

19. Noncommercial, Civic, Non-profit Signs

Signs or banners may be erected for more than fourteen (14) days announcing a noncommercial, civic, non-profit event in any district. Such signs or banners shall be limited to one (1) per lot with the written permission of the owner and may be located in required yards. Not included is the banner location on East Broad Street east of Tradd Street.

20. Political Signs

Signs, non-illuminated, may be erected in connection with elections or political campaigns outside of the city public rights-of-way. ~~Political signs are prohibited in including the downtown streetscape and the landscaped median on E. Broad Street.~~ Such signs shall be removed within five (5) days following the election or conclusion of the campaign. No such sign may exceed fifteen (15) square feet in surface areas if located within a residential area.

21. Outdoor Inventory Signs

CITY COUNCIL ACTION REQUEST

TO: Mayor and City Council
FROM: Ron Smith, City Manager
DATE: January 04, 2023

ACTION NEEDED ON: January 09, 2023
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Designate a single NCLM Voting Delegate who will cast the municipality's vote by January 12, 2022. Review, discuss and determine which of the proposed legislative goals your municipality supports. Each municipality may select 10 of the 16 proposed goals.

Summary of Information: See attachments.

- a. Designate a voting delegate from Council to vote virtually. FYI, Amy Lawton participated in the discussions previously to help develop these goals.
- b. Determine your top 10 goals out of the 16 provided. This is what the delegate will convey to NCLM.

LEGISLATIVE GOAL STATEMENTS

RECOMMENDED BY THE NCLM BOARD OF DIRECTORS

The following goal statements are grouped by subject area but NOT listed in any priority order.

- Expand federal and state resources for affordable housing.
 - Housing affordability is a growing problem across North Carolina, affecting cities and towns of all sizes and people across different income levels.
 - Increasingly, the lack of affordable housing acts as a major impediment to business and workforce recruitment.
 - Ongoing state and federal revenue streams to address housing affordability are extremely limited, with much of the burden for solutions left with cities and towns
- Revitalize vacant and abandoned properties with enhanced legal tools and funding.
 - Abandoned and vacant properties, often the subject of so-called tangled titles, can affect the ability of communities to revitalize areas and improve economic conditions.
 - The abandoned properties, with enhanced legal tools to help heirs clear up title issues and sell properties at market rates, could help address local housing needs.
 - Many towns do not have the funding to adequately address abandoned properties.

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- Create an adequate and permanent funding stream for local infrastructure.
 - Infrastructure – including roads, water, sewer, stormwater, parks and beaches – are critical to economic development and job creation.
 - Many cities in the state are growing, creating a constant need for investment to keep pace with population growth; many cities and towns also have aging infrastructure that must be replaced.
 - Creating more permanent funding streams for local infrastructure, such as a dedicated tax source, would allow for better planning to meet needs.

- Allow municipalities to use local resources and capabilities to expand broadband access in their communities through innovative partnerships.
 - Slow and unreliable internet service threatens educational and professional opportunities, and the economic future of entire communities.
 - Municipalities own existing infrastructure – including dark fiber, towers and electric poles – that could be utilized in innovative partnerships and assist in making broadband service more affordable.
 - Failure to utilize local government assistance and assets will continue to create digital gaps that have real-world consequences for North Carolinians.

- Extend deadlines for completion of federal infrastructure projects.
 - Current deadlines for the allocation and expenditure of American Rescue Plan Act funding may make more complex infrastructure projects unrealistic.
 - High inflation and worker shortages are leading to higher project costs; extending ARPA and other funding deadlines will spread projects out and may help lower costs.
 - Cities and towns require flexible deadlines to get the best bang for their buck out of this funding.

-

- Expand state transportation funding streams for construction and maintenance for municipal and state-owned secondary roads.
 - Current Powell Bill and other state funding is not adequate to address transportation needs, particularly as they affect municipal and state-owned secondary roads.
 - In many cities and towns, major commuting corridors are not receiving the level of investment needed to keep pace with traffic.
 - More investment is needed for these roads if existing residents are to embrace business and residential growth.

- Support integrated and multi-modal transportation solutions.
 - Today, cities and towns seek to make downtowns and other areas accessible to residents and visitors, whether traveling by foot, bike, car, mass transit and other means.
 - Making areas accessible in this manner requires integrated planning and funding with the state.
 - Only through recognizing the need for multi-modal transportation solutions can cities and towns maximize tourism and other economic opportunities, ensuring that local businesses thrive.
- Increase state funding for public transportation operations.
 - Road construction is not keeping pace with transportation needs in any many areas, and public transportation provides a means to reduce the burden of building roads.
 - Investment in public transportation can improve traffic safety, air quality and residents' accessibility to businesses and public services.
 - One of the biggest impediments to economic growth is traffic and commuting times, which can be alleviated through public transportation options.
-
- Expand incentives and funding for local economic development.
 - Funding is simply inadequate in many cities and towns to encourage job growth.
 - State grants and incentives are often targeted in ways that fail to assist the areas in greatest need of job creation.
 - Maintaining or expanding funding for film tax credits, major industrial site development, downtown development and renewable energy tax credits helps cities and towns across the state.

- Expand incentives that encourage regionalization of water and sewer, as well as other municipal services, when appropriate.
 - A number of municipal water and sewer systems continue to financially struggle with deferred maintenance needs.
 - These challenges came about largely due to population and job losses in rural areas, leading to an erosion of taxpayer and ratepayer bases.
 - While legislators and municipalities have begun to address these issues with the creation of the Viable Utility Reserve and the use of ARPA funding, state estimates show needs still exceed expenditures by several billion dollars.
-
- Enhance state systems and resources for local law enforcement officer recruitment, training, and retention.
 - Municipalities across the state are facing law enforcement staffing shortages, in many cases severe shortages.
 - State training resources are limited, and the cost of local law enforcement agencies to send recruits and existing officers to NC Justice Academy locations can be prohibitive.
 - Grant writing assistance is one of several options that might provide better access to the large volume of federal law enforcement grant funding that is available.
- Provide state assistance for yearly financial audits, ensuring that an adequate number of auditors is available.
 - Several dozen local governments have been placed on the state Unit Assistance List due to late audits.
 - Often these audits are late due to staffing shortages, changes in financial personnel and a growing shortage of private auditors willing to perform this work.
 - Addressing this challenge would lessen negative portrayals of local government financial controls.

- Revise state contracting laws to better protect public entities from the effects of inflation.
 - Labor and materials costs have been rising at a rapid rate, leaving municipalities with few options when project bids and costs exceed expectations.
 - Additional flexibility regarding the contracting process could assist municipalities in protecting taxpayers from inflation and escalating costs.
 - Without contracting law flexibility, projects can be delayed and costs can further increase.
-
- Update annexation petition thresholds to make voluntary annexations easier to initiate.
 - Voluntary annexation by petition currently requires 100 percent consent from all property owners, a threshold that can be impossible to meet even if a majority of property owners can benefit by utilizing their property for business or residential purposes.
 - Lowering the threshold from 100 percent represents a middle ground that would still reflect the will of property owners but not handicap communities' ability to economically thrive.
 - The ability of a city or town to grow and reflect its urban footprint is vital to its financial health; city services are relied on by residents whether they live in or near municipal boundaries.
- Provide authority to municipal water systems to recoup costs of clean-up from polluters.
 - Local municipal water systems are increasingly being looked to for the clean-up of PFAS and other "forever" chemicals found in surface waters.
 - State regulators plan to set surface water standards for these chemicals and propose Maximum Contaminant Levels for PFAS chemicals in drinking water.
 - To date, cities' only recourse to try to recoup the cost for utility ratepayers is through the courts.
- Provide local revenue options beyond property tax.
 - Roughly 40 percent of municipal general fund revenue is generated by local property taxes.
 - Cities have little to no authority to raise significant revenue in other ways.
 - A lack of diverse, local tax options can affect economic growth, as well as cause large swings in revenue based on economic changes.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Mark Taylor, Director of Public Works
DATE: December 22, 2022

ACTION NEEDED ON: January 9, 2023
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider a request from FultonBSH SVNC II, LLC by their legal counsel to apply the alternate industrial street standard on North Barkley Road.

- 1. Summary of Information:** Where use of the alternate industrial street standard is approved, sidewalk and curb & gutter are not required. Use of the standard is an option only in industrial districts (LI and HI). As part of the TRC review the developer requested to apply the alternate industrial street standard to their frontage on North Barkley Road.

The Statesville Mobility + Development Plan, adopted by Council in 2019, recommends both pedestrian and bicycle facilities on North Barkley Rd as well as curb, gutter and sidewalk. Attached to this request are map and narrative excerpts from the Mobility Plan. The Statesville Mobility + Development plan classifies N. Barkley Road as a Minor Thoroughfare and use of cross section C consisting of a 90' right of way, two 12-foot travel lanes, paved shoulders, curb, gutter, and sidewalk.

The developer is expanding the Storage Sense Self Storage site to the adjacent parcel to the south and is requesting the use of the alternate industrial street standard.

2. Previous Council or Relevant Actions:

- The alternate industrial street standard was adopted by Council in 2014 and has been approved at several locations since that time.
- In 2019, Council adopted the City's Mobility + Development Plan, which identifies North Barkley Road to be a corridor with paved shoulders, sidewalks and curb and gutter.
- In 2018 Council approved the use of the alternate industrial street standard for G&G Mechanical which was located at 1313 N. Barkley Road. However, the Mobility + Development plan had not been adopted at that time. It was adopted in 2019.
- Council recently denied the use of the alternate industrial street standard on East Barkley Road.

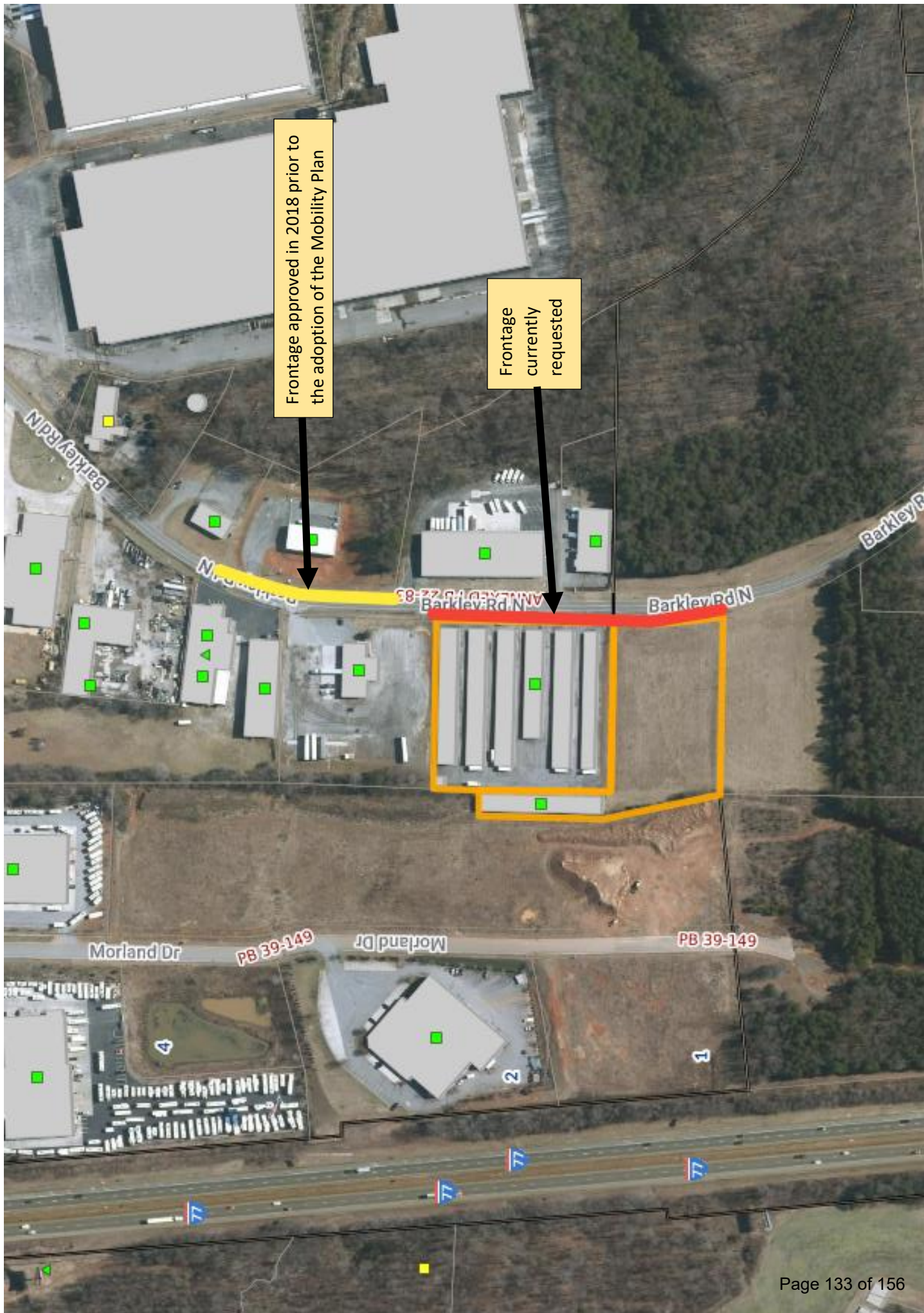
- 3. Budget/Funding Implications:** If granted, the cost of future pedestrian and bicycle facilities in this area in accordance with the Mobility + Development Plan will be borne by the city.

- 4. Consequences for Not Acting:** Contractor will install a paved shoulder, curb, gutter, and sidewalk along North Barkley Road.

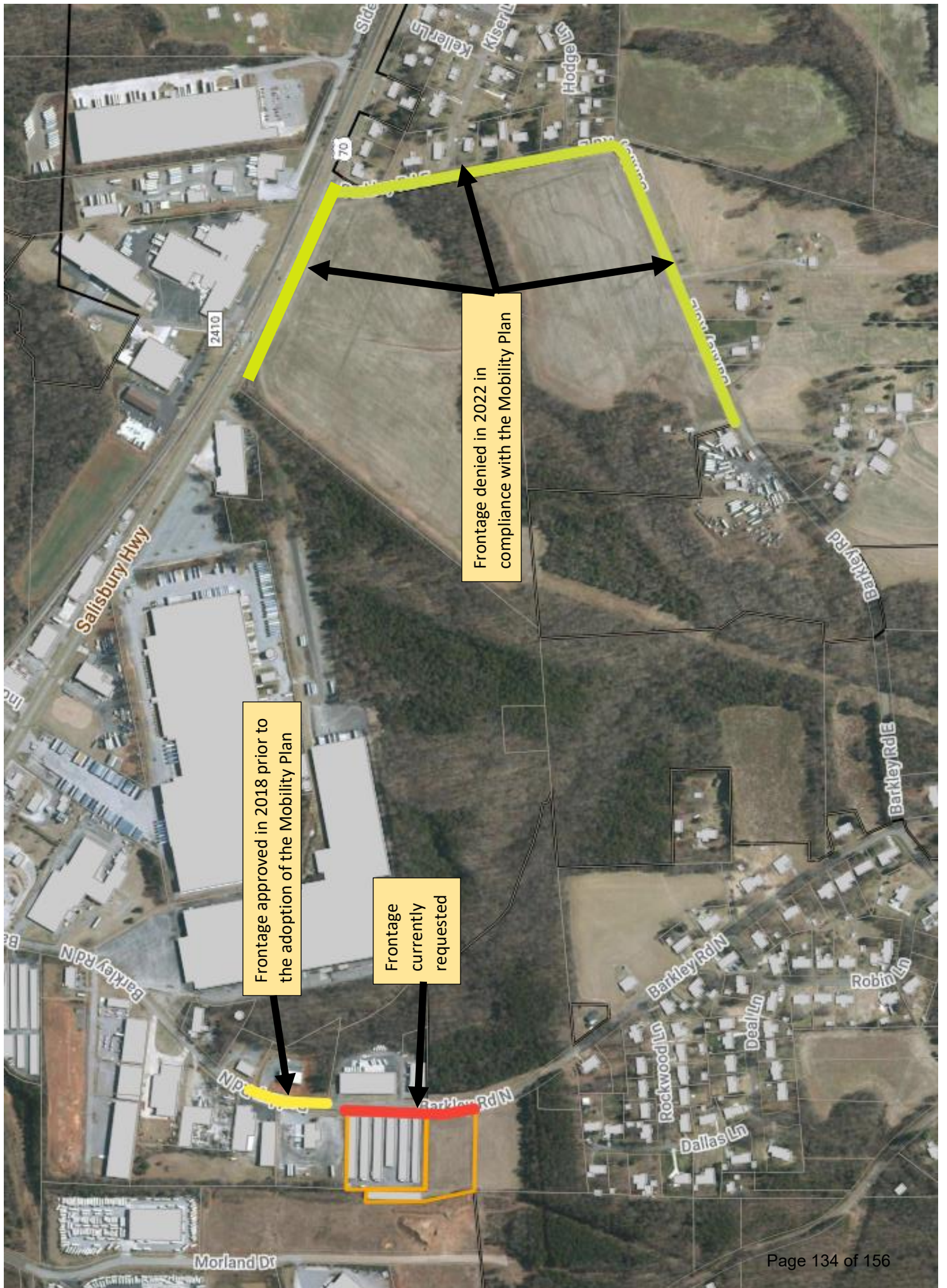
- 5. Department Recommendation:** Based on the adopted Mobility + Development Plan's recommendation for bicycle and pedestrian facilities on North Barkley Rd., staff recommends denying this request to apply the alternate industrial street standard. This will require dedication of additional right of way, installation of sidewalk, curb & gutter, and a widened paved shoulder along North

Barkley Rd.

6. **Manager Comments:** Concur with the staff's recommendation.
7. **Next Steps:** Staff will inform FultonBSH SVNC II, LLC of Council's decision.
8. **Attachments:**
 1. Location Maps
 2. Mobility Plan Cross Sections A-C
 3. Mobility Plan Figure 4.1b – Proposed Bicycle Network
 4. Mobility Plan Figure 4.2b – Proposed Pedestrian & Greenway Network
 5. Site Plan



Location Map 1



Location Map 2

Future Cross Sections

Once completed, the roadway projects will change the look, feel, and function of Statesville's transportation system. Changes will not only impact the number of lanes, but also the availability and type of bicycle facilities and presence of medians and turning movements. To illustrate the many ways a streetscape can serve differing functions, a set of example best case cross-sections are provided. This palette is designed to provide a wide variety of options based on the surrounding land use context and transportation goals and to show how bicycle and pedestrian facilities can fit into the existing transportation context.

The Table of Improvements in Chapter 8 notes the recommended cross-section for each recommended roadway project.

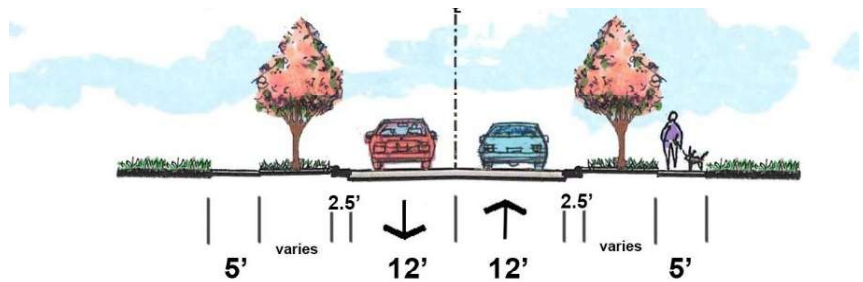
A: Two lane with sidewalks

60' ROW MIN

Example:

Brookdale Drive

(Hartness Rd to Carolina Ave)



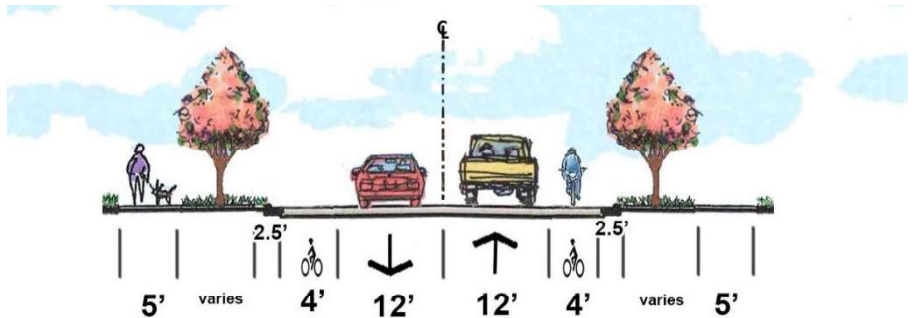
B: Two lane with sidewalks and bike lanes

80' ROW MIN

Example:

East End Ave

(Davie Ave to end)



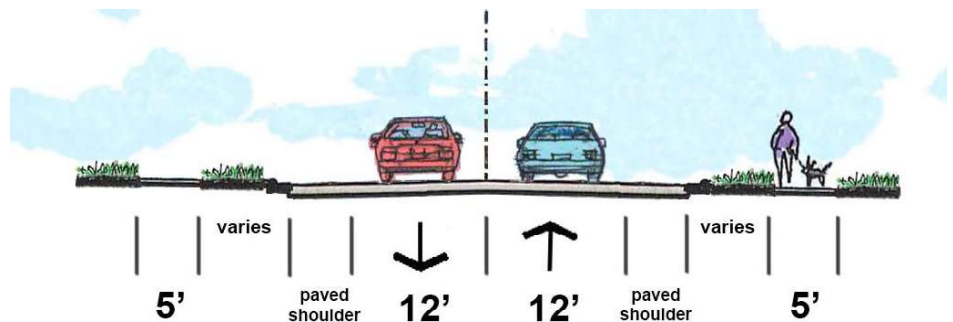
C: Two lane with sidewalks and paved shoulders

90' ROW MIN

Example:

Amity Hill Rd

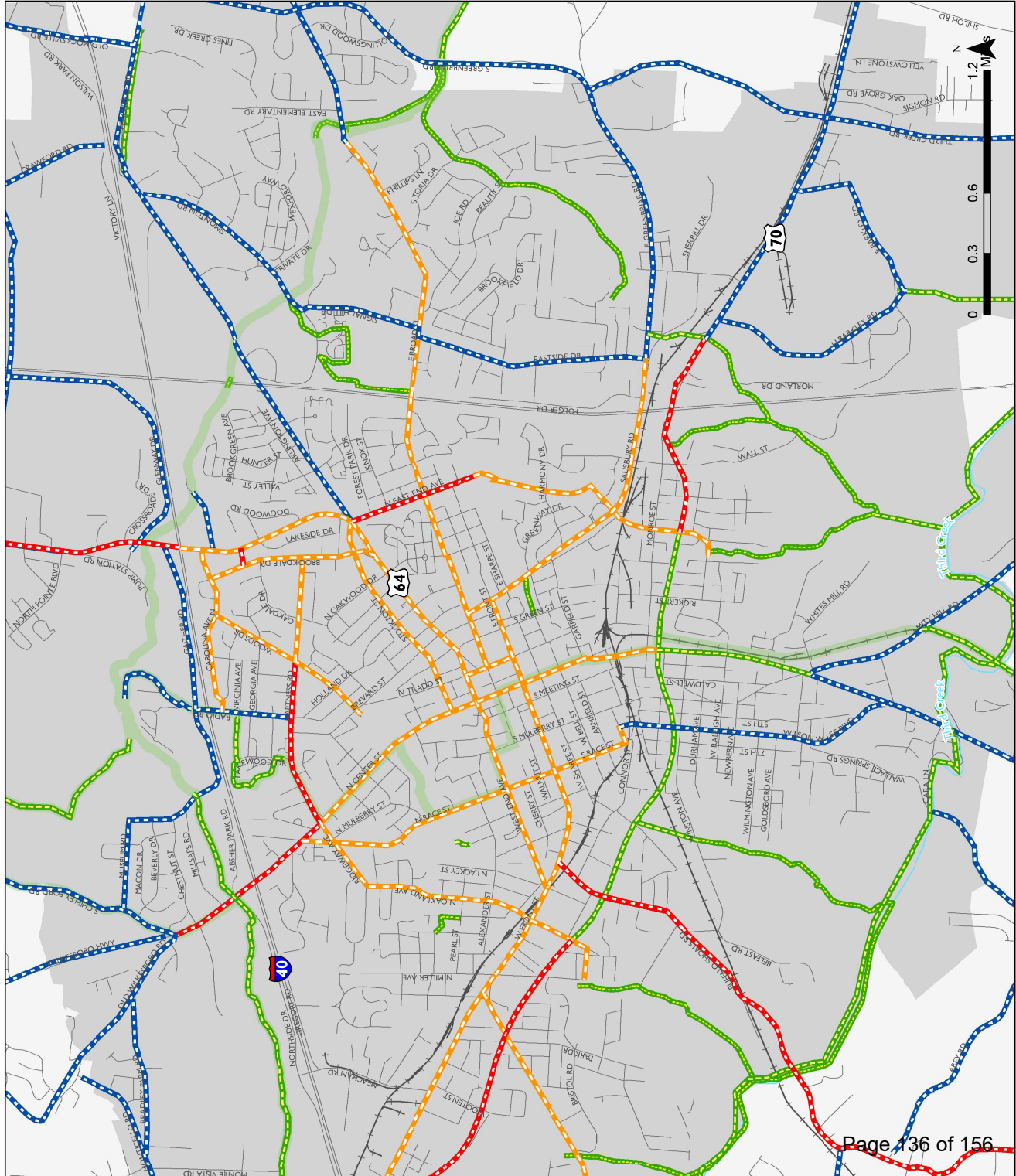
(US 21 to I-77)



Bicycle Recommendations










Figure 4.1b

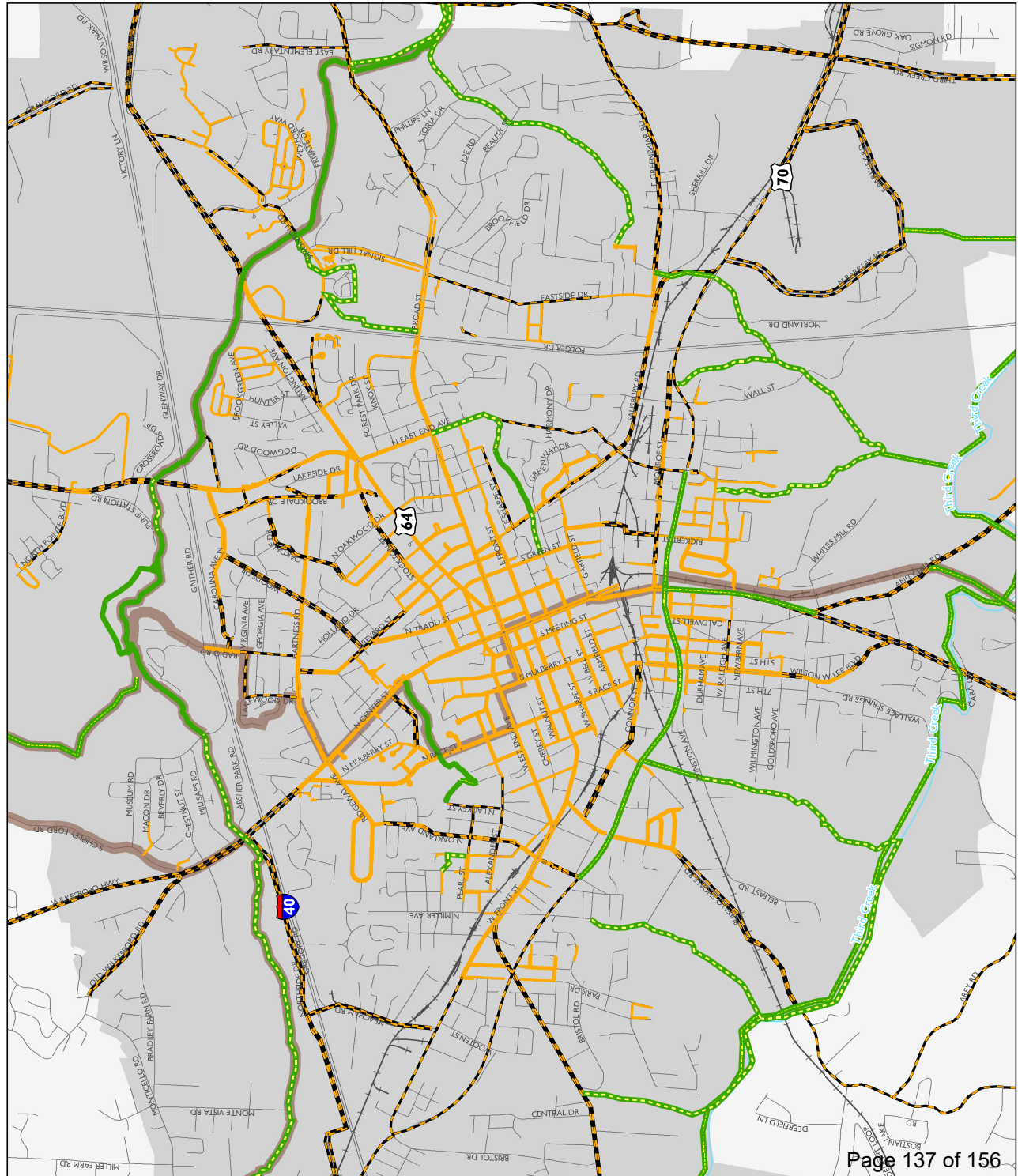
- Proposed Facilities**
- Bike Lane
 - Paved Shoulder
 - Sharrow
 - Multi-Use Path
 - Proposed Carolina Thread Trail
 - Statesville Municipal Airport
 - City of Statesville
 - Study Area
 - County Boundary



Pedestrian & Greenway Recommendation

Figure 4.2b

-  Existing Multi-Use Path
-  Proposed Multi-Use Path
-  Existing Sidewalk
-  Proposed Sidewalk
-  Carolina Thread Trail (Proposed)
-  Statesville Municipal Airport
-  City of Statesville
-  Study Area
-  County Boundary





**Airport Commission Minutes
City Hall– Conference Room
November 09, 2022 – 12:00pm**

The Statesville Airport Commission met on Wednesday, November 09, 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: Jon McCalmont, Pete Sistare, John Childress

Roll Call

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

Guest Comments

John Childress from Greenbriar Grill provided the food for today. He talked about the food and services they offer.

Approval of the minutes held on October 12, 2022.

Mike Colyer made a motion to approve the October 12, 2022, meeting minutes, seconded by Mr. Bodell. The motion carried unanimously.

Airport Financial Forecast

Information was passed out concerning the future capital expenditures and five-year operating budget of the airport to include equipment purchases and construction projects. Mr. Johnson asked that the Commission members look this over and come back to the December Commission meeting to discuss. This information will be presented to the City Council at the winter retreat in January.

Airport Operations Report

Mr. Ferguson showed the members the fuel sales for the previous two months. Operations were higher than previous months. End of month financials has the airport running approximately \$221,000 of revenue over expenses.

Balloonfest event went very well. EAA Young Eagles event went very well also. NASCAR season is over. NCDOT Aviation is currently sealing cracks in the aircraft parking apron and the runway at no charge to the city. Dr Saltzman asked about the aircraft operations software. 1200.aero is who we use and NC DOT will pay half of the annual cost.

Projects Update

Land acquisition off the west end of the runway is continuing. Vang property and Travis properties have closed. Sigmon property will be closing soon.

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

- Retaining walls are going up on the runway safety area project. Runway remarking may occur in April 2023.
- Instrument Landing system is on hold due to the delays from the dirt and walls on the safety area project. Still waiting on Energy United to run power to the Localizer.
- East Corporate Apron is nearly complete. Contractor has some small ponding areas they will have to correct.
- Emergency generator has been installed and is working.
- East Corporate Hangar is scheduled to go to bid over the winter with construction in the spring or summer of 2023.
- Mr. McCalmont showed sketches of the current and future construction projects. Mr. Ferguson showed the members a parcel that a developer wanted to put 99 homes on. The homes would be under the runway protection zone. We were able to convince the developer to not put homes there. The developer will investigate putting warehouses on it.

Old Business

None

Adjourn

Mr. Bodell moved to adjourn, and Dr. Saltzman seconded. Meeting ended at 1:15 PM.



**Historic Preservation Commission Called Meeting Minutes
November 17, 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, David Richardson

Absent: Don Underhill

Staff: Marci Sigmon, Lori Deal

Others: Barry Edwards, David Margolis, Seema Jay, Scott Sharpe

Roll Call & Swearing In

Chairman Richardson called the meeting to order, 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 he swore in those which planned to speak.

Approval of minutes

Campbell made a motion to approve the October 20, 2022 Historic Preservation Commission meeting minutes as presented, seconded by Wanman. The motion carried unanimously.

Setzer made a motion to recuse Barry Edwards, seconded by MacPhail. The motion carried unanimously.

Consideration for a Certificate of Appropriateness (COA22-25) from “From the Ground Up Community Garden” organization to place a fence, arbor, two gates, and a storage building on the vacant parcel located at 618 West Sharpe Street; Tax Map 4734-73-8872.

Marci Sigmon gave the following Staff Report:

Background

The property located at 618 West Sharpe Street is currently vacant. The historic survey for the South Race Street Local Historic District, dated 1994, reports a frame Colonial Revival dwelling with a bungalow influence once stood on the property. The survey states the house was built ca. 1920 and additional historic records indicate the house was demolished in October 2004.

Request

The owner, From the Ground Up Community Garden, is requesting to develop a community garden on the property. In conjunction with the community garden, the owner is requesting to install a wood or metal fence, wood arbor, and storage shed on the property.

Currently, the property has a wood fence on the western property line spanning along most of the perimeter and an existing chain link fence standing on the northern and eastern property lines. The new wood or metal fence would be placed at the rear of the parcel in the northwest corner

and along the front property line. The proposed fencing would be four feet tall. The proposed wood arbor would be placed at the front property line towards the existing sidewalk joining the proposed fence. The arbor would stand over an antique wrought iron entrance gate. An additional ten-foot-wide gate is requested to be placed at the right side of the front property line for vehicles to enter as needed. The front property line fence will be placed eight feet from the existing sidewalk.

The new northwest corner fencing will measure one hundred sixty-two feet long. The additional required west boundary fencing will measure fifty-eight feet long and be located at the southwest corner property line. The front property line fencing will measure one hundred feet and incorporate both the walk-in gate and the vehicle gate.

The storage shed will be constructed of wood and measure approximately twelve feet by thirty feet. The owner plans to place the shed along the east side of the property.

Commission Review

The commission must consider the following pages in the Design Guidelines when rendering their decision: Chapter 2 District Settings & Site Features, Pages 20-21: I. Fences & Walls, Chapter 2 District Settings & Site Features, Pages 16-17: F. Garages & Accessory Buildings & Structures

Chairman Richardson declared the public hearing open.

Barry Edwards stated he is presenting for a nonprofit board, From the Ground Up Community Garden. They have spent four years searching for a property in downtown Statesville and area schools are interested in joining the project. Since the project is in a residential historic district, an 8' flower bed will be between the sidewalk and the fence and there will be a brick pathway. The garden will be ADA compliant, so the proposed 28" wide gate will be modified to 36" wide and some of the raised beds will be wheelchair accessible. The proposed fence will duplicate the historic fence shown in the photo if affordable and if not the second option is a wrought iron fence. The fence will be 4' high at the front and the west side of the property with the existing chain link fence to remain. There will be a gate at the 9' arbor and a sliding gate to the right of the arbor to allow vehicle access. The proposed shed is for storage of gardening materials, equipment, and a small office.

MacPhail asked if the project will require electricity and water and Edwards stated yes. Arnold asked if the existing fence will be painted to match the proposed fence and Edwards stated yes. Arnold stated the existing wood fence will not match the proposed fence and Edwards stated the existing wood fence will remain for the adjoining property's privacy and the 4' fence will allow light. Wanman asked for the color of the wood fence and Edwards stated white or a light color.

Chairman Richardson declared the public hearing closed.

Findings of Fact

Richardson 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:

Fence, Arbor and Gates

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

Wanman made a motion to approve Certificate of Appropriateness (COA22-25) from “From the Ground Up Community Garden” organization to place a fence in wood or black wrought iron, arbor, and two gates, on the vacant parcel located at 618 West Sharpe Street as submitted citing I. Fences and Walls, Guideline 1 and 6, seconded by Campbell. The motion carried unanimously.

Storage Shed

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 (COA22-25) from “From the Ground Up Community Garden” organization to place a storage shed on the vacant parcel located at 618 West Sharpe Street as submitted citing F. Garages & Accessory Buildings & Structures, Guideline 1, 3 and 4, seconded by Setzer. The motion carried unanimously.

Gorman made a motion to return Barry Edwards, seconded by Campbell. The motion carried unanimously.

Consideration for a Certificate of Appropriateness (COA22-26) from David Margolis to place a sculpture in the front yard on the property located at 428 West End Avenue; Tax Map 4734-85-0934.

Sigmon gave the following staff report:

Background

The property located at 428 West End Avenue was constructed ca. 1900. The structure is described as the Murdock House in the 1980 Mitchell College Architectural Survey. The structure is a two-story frame simple late Victorian house with a gable roof and hipped dormer. The survey states the first-floor wrap-around porch is a replacement feature. The survey also identifies a small shed-roof frame outbuilding at the right rear of the house and a small brick outbuilding with a brick end chimney.

Request

The owner, Mr. David Margolis, is requesting to retain an elephant sculpture installed in the left front yard on the property located at 428 West End Avenue. The elephant is made of glass fibers embedded in a resin matrix commonly referred to as fiberglass per the applicant. The elephant is approximately four feet long and five feet tall and appears gray in color. The elephant sculpture would be considered art in the Statesville Historic Preservation Standards.

Commission Review

The commission must consider the following pages in the Design Guidelines when rendering their decision: Chapter 2 District Settings & Site Features, Pages 22-23: J. Art

Gorman asked why the board hearing the case since it is minor and Sigmon stated due to a complaint and the material content.

Chairman Richardson declared the public hearing open.

David Margolis, owner stated the fiberglass elephant has been in the yard for 3.5 years and a complaint was filed by a neighbor. The elephant was purchased as a gift for his wife in 2019. He is asking for an exception since it has been on his property for almost four years and the previous owner had a similar size cow on the property. Edwards asked for the cow’s material, Margolis stated rusted metal and Edwards said that meets the standards. Wanman asked how far the elephant is from the side property line and Margolis stated 15’. Edwards asked when the tree and fence were removed from the property and Margolis stated 2.5 years ago as a recommendation from the City Arborist that the tree was at risk of falling. Edwards asked if the applicant would compromise and add shrubbery along the side of the adjoining property to soften the view and Margolis stated yes. Campbell asked how much the elephant weighs and Margolis stated 40 pounds and is not affixed to the property. There was discussion regarding the current standards that need to be updated. Wanman stated she considers this yard art that is not heard

by the board but a decision must be made and the standards allow substitute materials that mimic appropriate materials.

Larry Hartbarger lives at 444 West End Avenue stated the material looks like concrete and should be considered. Steve Dunlap asked if the applicant could move the elephant to another location and Edwards stated the applicant is requesting to leave it in the current location.

Chairman Richardson declared the public hearing closed.

Findings of Fact

Richardson 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

Gorman made a motion to approve Certificate of Appropriateness (COA22-26) from David Margolis to place a sculpture made of a modern composite material that replicates concrete and meets the standards in the front yard on the property located at 428 West End Avenue citing J. Art, Guideline 1, 2, 3, 5, 6, and 7, seconded by Campbell. The motion carried unanimously.

Consideration for a Certificate of Appropriateness (COA22-27) from Gwinnett Holdings to replace the front door, re-parge the foundation, replace the gutter system with a new gutter system, remove the rear chimney, and replace the metal roofing material with asphalt shingles on the structure located at 522 South Race Street; Tax Map 4734-82-3999.

Sigmon gave the following staff report:

Background

The structure located at 522 South Race Street was constructed ca. 1910. The structure is described as the J.R. Pence House in the historic survey. The house is a frame, weatherboarded, double-pile dwelling with a gable-on-hip roof and broad center gable. The gables are embellished with wood shingles and the center gable has a square ventilator window. The three-bay façade has a hip-roofed porch with replacement square posts and weatherboarded balustrade. Two-over-two, single and paired windows exist throughout the structure. The kitchen and dining room ell extends to the rear and the hip-roofed rear porch has been enclosed.

Request

The owner, Gwinnett Holdings, represented by Seema Jay, is requesting after-the-fact approval to:

- To replace the existing front door due to damage (Application #2)
- Re-parge the foundation after stabilizing the front porch area brick foundation (Application #3)
- Replace the gutter system with a new vinyl gutter system (Application #4)
- Remove chimney at the rear façade (Application #7)
- Replace the existing metal roof with three-tab asphalt shingles. The shingles will be gray in color. (Application #9)

Commission Review

The commission must consider the following pages in the Design Guidelines when rendering their decision: Chapter 3 Changes to Building Exteriors, Pages 36-38: H. Windows & Doors, Chapter 3 Changes to Building Exteriors, Pages 28-29: C. Masonry & Stone: Foundations & Chimneys, Chapter 3 Changes to Building Exteriors, Pages 32-33: F. Roof

Edwards stated the porch railing is different, a window has been boarded up, and the rear door is not on the application and Sigmon stated these questions should be addressed to the applicant. MacPhail asked if the parging on the foundation is over brick and Sigmon stated yes, all the work is after the fact, a stop work order was issued, and an application was submitted.

Chairman Richardson declared the public hearing open.

Seema Jay stated the property was purchased in 2021 and she was not aware it was in the historic district. The front porch was not safe and needed replacement, the front foundation was parged, and the rear chimney was removed and then a stop work order was issued. OSB sheets were placed temporarily on the front porch so it could be used as the entrance. The front door was replaced with a door from Home Depot, the back door has not been changed, and the window on the rear was removed and boarded up.

Gorman stated to Jay it is the responsibility of the property owner to know if you are located in a historic district, to have the guidelines and read and follow them. Gorman asked if there is a source for the metal roof and Jay stated not for a traditional metal roof. Edwards stated parging on the base of the porch floor will damage the wood because mortar holds moisture and will rot the structure. New mortar was used on the structure and a softer, lime-base mortar should have been used on the bricks to prevent damage and Jay stated the mortar was purchased from Home Depot. Gorman stated the brick foundation should not have been parged and asked for evidence that the brick was crumbling and Jay stated she does not know about the foundation but two sides of the porch was falling in towards the door and dangerous.

Sigmon showed a picture of the front of the house with the original door that was removed and Edwards stated the applicant has removed three chimneys, one window, the porch railing, the porch floor, the front door, the porch lighting, the gutters are now vinyl, added parging to the foundation, and added a new door to the rear so he is recommending to table this case and form a subcommittee.

Edwards asked what the room on the back is where the window was removed and Jay stated the laundry area. The washer and dryer were placed in this room and the window was rotten and not needed so it was removed.

Chairman Richardson declared the public hearing closed.

Gorman asked for information on postponing the request and Edwards stated a subcommittee can be formed to go between the contractor, staff, board recommendations, the standards, and the home owner to get quality work on the house and preserve it. Edwards stated the previous owner had not maintained the home and staff was not aware it had been sold.

Setzer made a motion to postpone and form a subcommittee comprised of Edwards, MacPhail, and Richardson to advise the applicant with the priority of work for Certificate of Appropriateness (COA22-27) from Gwinnett Holdings located at 522 South Race Street, seconded by MacPhail. The motion carried unanimously.

Wanman made a motion to excuse Arnold from the meeting, seconded by MacPhail. The motion carried unanimously.

Consideration for a Certificate of Appropriateness (COA22-28) from Phoenix Holdings Burnsville LLC, represented by Mr. Scott Sharpe, to replace the second story entry door and hip roof on the west elevation with a gable roof design on the structure located at 638 West Front Street; Tax Map 4734-74-5204.

Sigmon gave the following staff report:

Background

The structure located at 638 West Front Street was constructed circa 1940. The historic survey states the structure is a one-story stucco-covered house with a classical entrance porch and windows in groups of twos and threes.

Certificates of Appropriateness include approval for a new front door, new side door and new fiberglass door on the structure during September 2022.

Request

The owner, Mr. Scott Sharpe of Phoenix Holdings Burnsville LLC, is requesting to replace the second story entrance entry door and hip roof on the west elevation of the structure. The applicant is requesting to replace the entry door with a new fifteen light wood entry door. The door will measure thirty-two inches by eighty inches.

In addition, the applicant is requesting to remove the current hip roof on the second story west elevation and install a gable end roof design. The new gable end roof design on the west elevation will match the gable end design on the main entrance of the structure facing West Front Street.

The width of the new gable end will be eight feet nine inches from wall to wall and eleven feet five inches from roof edge to roof edge where the height of the gable end reaches forty-five inches.

Commission Review

The commission must consider the following pages in the Design Guidelines when rendering their decision: Chapter 3 Changes to Building Exteriors, Pages 32-33: F. Roof, Chapter 3 Changes to Building Exteriors, Pages 36-38: H. Windows & Doors

Chairman Richardson declared the public hearing open.

Scott Sharpe stated he also wants to replace the stairs to the second floor and Sigmon stated that is considered maintenance. Sharpe stated the existing stairs are 38" wide and he wants to increase them to 48" wide. Edwards asked if the second floor will be an additional unit and Sharpe stated yes. Edwards asked for the dormer siding material and Sharpe stated stucco to match the front. Edwards asked if there will be composite asphalt shingles and Sharpe stated there is wood lap underneath and it will remain wood lap. Edwards asked if the windows will be replaced and Scott stated no, they will not be changed, but he is increasing the height to install a regular size door and add stucco to match the front. Sharpe stated he would like to add an awning to keep water off the eave.

Edwards asked if the railings on the steps will look the same and Sharpe stated he would like to add spindles. Edwards asked if the railings could remain the same and Sharpe stated yes, but he will have to add toe kicks due to code. MacPhail asked if the landing will turn both ways at the bottom and Sharpe stated yes. He will add stone and a surface wooden walkway from the end of the stairs to the rear of the house for drainage and prevent water from going in the basement. The bottom of the foundation has been rebuilt and a french drain was added to sure up this side of the house.

Wanman asked if the door will be true divided light or simulated divided light and Sharpe stated true divided light. Sharpe stated a storm door will be added in white to match the other trim.

Chairman Richardson declared the public hearing closed.

Findings of Fact

Richardson 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 second story entrance 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

Wanman made a motion to approve Certificate of Appropriateness (COA22-28) from Phoenix Holdings Burnsville LLC, represented by Mr. Scott Sharpe, to replace the second story entry door with a true divided 15 light wood door on the structure located at 638 West Front Street citing H. Windows & Doors, Guideline 1, and 7, seconded by Setzer. The motion carried unanimously.

Remove hip roof on west elevation and install gable end roof

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

Gorman made a motion to approve Certificate of Appropriateness (COA22-28) from Phoenix Holdings Burnsville LLC, represented by Mr. Scott Sharpe, to replace the second story hip roof on the west elevation with a gable roof design to match the front of the structure located at 638 West Front Street citing F. Roofs, Guideline 1 and 7, seconded by Campbell. The motion carried unanimously.

Replace the stairs on the west elevation

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 (COA22-28) from Phoenix Holdings Burnsville LLC, represented by Mr. Scott Sharpe, to replace the stairs on the west elevation on the structure located at 638 West Front Street citing K. Accessibility and Life Safety Considerations, Guideline 1 and 5, seconded by Wanman. The motion carried unanimously.

Other Business

The next HPC meeting will be Monday, December 12, 2022.

There was discussion regarding revising the guidelines and each board member is to make a list to be collected at the January 2023 meeting. Sigmon stated the most urgent matters should be addressed first.

Sigmon stated she and Iredell County worked on a grant application that has been approved for the library with matching funds for ground penetrating radar at the Green Street Cemetery.

There being no other business, Chairman Richardson asked for a motion to adjourn.

Setzer made a motion to adjourn, seconded by Campbell. The motion carried unanimously.

Planning Board Meeting Minutes
City Hall Council Chambers – 227 S. Center Street
November 15, 2022 – 7:00 p.m.

Members Present: Bernard Robertson, Mark Tart, Roger Bejcek, Tammy Wyatt, Chuck Campbell, Roseta Williams

Members Absent: Todd Lange, Alisha Lane

Staff: Sherry Ashley, Lori Deal

Vice-Chair Wyatt called the meeting to order.

Consider approving the September 27, 2022 Planning Board called meeting minutes.

Robertson made a motion to approve the minutes as presented, seconded by Williams. The motion carried unanimously.

ZC22-24: Hope Crossing MF; Courtesy Hearing for a rezoning application filed by Dependable Development; Tax Map Parcel #4743-86-0887; proposal to rezone approximately 13.1 acres located at the end of Morland Drive; from B-2 CU-36 to B-2 CZ change of conditions for Townhomes and Duplexes

Ashley introduced the case stating Andrew McDonald with Dependable Development (applicant), on behalf of International Church of Foursquare Gospel (owner), is requesting to rezone a 13.296-acre parcel of property from B-2 CU-36 (Neighborhood Business Conditional Use) District to B-2 CZ (Neighborhood Business Conditional Zoning) District to change conditions to allow a proposed multi-family development that includes townhomes and duplexes.

A petition to rezone this property to R-5MF was denied by Council back in 1997. In 2002, another rezoning petition was submitted to rezone the property from R-10 to B-2 CU-36 in 2002 to develop a business park. City Council approved the request as a conditional use district with several conditions such as elimination of several uses including high density multi-family, installation of an 8-foot-high solid privacy fence along property boundary with Glen Echo development and approval of a site plan. In addition, Morland Drive was to be extended to connect to Barkley Road. The business park was not developed and the new Land Development Plan projects residential.

The site is on approximately 13.296 acres located at the end of Morland Drive and immediately east of Interstate 77. The intent of this conditional zoning request is to accommodate a planned multi-family development project. The proposal is for 38 duplex units and 52 townhome units. All units are proposed to be for rent at market rate. The duplex units would have frontage on a public street and the townhomes would have access via private driveways and parking lots.

This is a Conditional Zoning request; if approved, the project will be tied to the concept plan and conditions submitted by the applicant, plus any conditions approved by the Planning Board and City Council. The first neighborhood input meeting was held by the applicant on September 22, 2022 at the Ramada by Wyndham Inn; 3 persons attended. Discussion included increase in traffic, units will be 2 stories, no sound barrier along I-77 planned, drop off at intersection of E. Barkley and Morland Drive, construction traffic will be from Morland Drive, homeless camps, and fencing

not proposed. A second neighborhood meeting was held on November 3, 2022 at the Ramada Inn. Four people attended just to ask questions.

The property is currently within the City's extra-territorial jurisdiction (ETJ); if approved, annexation will be required for the extension of public utilities.

The base B-2 District allows for a minimum of 5,000 sq. ft. lots for residential use; with a minimum of 60 feet in lot width at the front setback line, minimum 30' front yard, 25' rear yard and 10' side yard setbacks and 50' maximum height. Duplex lots must be increased by 150% to 7,500 sq. ft. lots. The concept plan meets these requirements except for the corner lot setback which needs to be corrected. Typically, in residential districts, this type of development would provide a minimum of 10% active open space (a minimum of 1.33 acres for the proposed project site). Staff would recommend the 10% open space as a condition. The project proposes to provide a trail, play area and benches throughout the development. Sidewalks will be provided on both sides of Morland Drive Extension and along the private driveways and parking areas. Right-of-way has been reserved for a possible extension of East Barkley over I-77.

The concept plan indicates that there will be 52, 3-bedroom townhomes, and 38 duplex units. Therefore 221 parking spaces (not including garages) will be required. Sanitation will be provided privately with 2 dumpsters for the townhomes and the city will provide service via rollouts to the duplex units.

A stormwater detention pond is proposed for the southwest corner of the project and will be permanently maintained by the owner or HOA.

Elevations with materials and photos are attached for the proposed townhomes and duplex units. Staff recommends adding some architectural elements to the duplexes and townhomes.

Class "C" 15 ft. buffers are required along the East and south property lines. An 8 ft. buffer is required along the north and west property lines; however the developer is offering a 50 ft. buffer along I-77. Street trees are required along Morland Drive and parking lot trees in the parking lots and are shown on the concept plan.

A traffic impact analysis is not required for this project. However, right-of-way has been reserved for a future overpass across I-77 per the adopted Statesville Mobility & Development Plan. Morland Drive will also be extended and connect with East Barkley Road per the city's standards with curb, gutter and sidewalk.

An internal street lighting plan will be submitted for approval with the site plan.

The City of Statesville's water, sewer and electric services are available to serve the project.

The surrounding zoning districts and land uses are as follows:

NORTH OF THE SITE:

B-5 (General Business), Tilley's Harley Davidson, Gander RV, several hotels, Enterprise, Waffle House and a vacant lot.

EAST OF THE SITE:

HI, HI CU (Heavy Industrial), Storage Sense Mini Warehouses, Hugh's Sheet Metal, Prime Source and **R-10** (Urban Low Density Residential), vacant lot and the Glenn Echo Neighborhood

SOUTH OF THE SITE:

R-10 (Urban Low Density Residential), vacant lots and R-20 (Suburban Residential), vacant lots/parcels

WEST OF THE SITE:

LI, (light Industrial), mostly vacant and a few single-family homes (Silverman Group rezoning site)

The 2045 Land Development Plan projects the property as suitable for Complete Neighborhood 2 designation - which is intended primarily for residential development and recommends many of these features, connectivity between neighborhoods, pedestrian/bicycle facilities and planned open space—proposed in the requested Concept Plan. The site is also within the Tier 1 Growth Area.

This project proposes new multi-family housing in Statesville, providing diversity of housing options. The site is close to goods and services. The plan provides active open space, extends Morland Drive for connectivity and provides pedestrian facilities to its residents. The use is a good transition from commercial to residential. All city utilities are available.

This is a conditional zoning request; and if approved the request will be tied to the submitted concept plan and conditions submitted by the applicant, and any additional conditions approved by the Planning Board and City Council.

Therefore, staff recommends approval with the following conditions:

1. A range of units from a minimum of 80 units up to 100 units is permitted.
2. Sidewalks will be provided on both sides of Morland Drive and along the private drives and parking areas.
3. 10% Open Space will be provided.
4. Only commercial uses allowed as customary home occupations will be permitted.
5. A 50' Buffer will be provided along I-77.
6. A combination of at least 2 different materials will be used on the front exterior of all units.
7. Any item(s) not specifically addressed must meet the requirements of the Unified Development Code;

Contingent upon Annexation, correct corner lot setbacks, remove garage from parking data, and add architectural elements to duplexes and townhomes.

Ashley handed out revised elevations to the board with added architectural features above the duplexes, above the garages, trellises, and added brick to the materials. The townhomes have added gable roofs as architectural features with a mixture of vinyl, vinyl shakes, brick, and stone on the front.

Bejcek asked for information on the sidewalks on Morland Dr. and Ashley stated there are no existing sidewalks, but the applicant will be required to install sidewalks in front of their property. Robertson asked for information on the crossover from Wall St. to E. Barkley Rd. and Ashley stated the Silverman Group will abandon a portion of Wall St. and Landson Dr. that will be extended across I-77 to connect with E. Barkley Road in the future. The mobility plan goal is to dedicate the right of way by the developers and get fly overs in the state's transportation improvement program.

Tart asked for a clarification of open space and Ashley stated the UDO will be updated next year and open space will be more defined with less subjective language so developers understand

what is required. Tart asked about the connector to Starling Dr. on the site plan and Ashley stated it is a future stub street and there is land available for additional phases.

Vice-Chair Wyatt declared the public hearing open.

Andrew McDonald of True Homes stated this not a 100% market rate rental project and could change to sales. Robertson asked for estimated selling prices and McDonald stated single family homes in Hidden Lakes are selling for \$325K and \$286K and townhomes are approximately \$250K to \$300K. Robertson asked for other projects in the area and McDonald stated they developed the majority of the Larkin Phase 6 area, Larkin Front Nine, Hidden Lakes, Georgetown Place, and the original phase of Martha's Ridge. McDonald stated they agree to all the conditions listed and cannot make any major changes to the site plan without returning to the Planning Board. Bejcek asked for information on the trail around the perimeter of the site and McDonald stated it will be a natural material and the majority of the trail is existing now.

There being no other speakers, Wyatt closed the public hearing.

Tart made a motion to recommend approval of ZC22-24 filed by Dependable Development to rezone approximately 13.1 acres located at the end of Morland Drive; from B-2 CU-36 to B-2 CZ, with the following conditions: 1. A range of units from a minimum of 80 units up to 100 units is permitted, 2. Sidewalks will be provided on both sides of Morland Drive and along the private drives and parking areas, 3. 10% Open Space will be provided, 4. Only commercial uses allowed as customary home occupations will be permitted, 5. A 50' Buffer will be provided along I-77, 6. A combination of at least 2 different materials will be used on the front exterior of all units, 7. Any item(s) not specifically addressed must meet the requirements of the Unified Development Code, Contingent upon Annexation, correct corner lot setbacks, remove garage from parking data, and add architectural elements to duplexes and townhomes.

Tart read the following Consistency Statement: The zoning amendment is approved and is consistent with the City's comprehensive land use plan, is reasonable, and in the public interest because: the 2045 Land Development Plan projects the parcel as suitable for Complete Neighborhood 2, which is intended primarily for residential development and recommends many of the features—connectivity between neighborhoods, pedestrian facilities and planned open space—proposed in the requested Concept Plan. The site is within Tier 1 growth area. Additionally, this project provides diversity of housing options and is close to goods and services. It is a good transitional use with the conditions agreed upon and all city utilities are available. Robertson seconded the motion. The motion carried unanimously.

TA22-03: Text Amendments to the Unified Development Code filed by the City of Statesville to amend Articles 1. Administration, Article 2. Development Review Process, Article 3. Zoning, Article 4. Non-Conforming Situations, Article 5. Supplemental Regulations/Performance Standards for Specific Uses, Article 6. Development Standards, Article 8. Public Facilities Requirements, Article 9. Definitions and Article 10 Appendices to comply with North Carolina General Statutes 160D Local Planning and Development Regulation, to correct typos, provide updates to responsibilities and procedures, to allow townhomes and subdivision into townhome lots, to clarify and update multi-family units including duplexes, to amend screening between LI and HI zoning districts, to clarify density for multi-family units, to prohibit political signs in the downtown streetscape and

the landscape median on E. Broad Street, to update definitions, and amend the minor subdivision stamp for plats.

Ashley introduced the case stating the Unified Development Code is being aligned with the 160D state statute and N-Focus, a planning consulting firm has been assisting with this process. The main three changes are mandatory 160D final amendments, staff cleanup, and creating multi-family townhome lots.

Michael Harvey of N-Focus stated the amendment package will accomplish three things 1. finalize City amendments to address compliance with 160D and bring the ordinance into compliance with state law in section 2. Clean up the code for incorrect section references, spelling mistakes, incorrect statutory references, and provide for the development of townhomes. Harvey stated that the Unified Development code has been updated to ensure compliance with state law 160D. Harvey stated he and staff are reviewing section 2: subdivision review to determine if subdivision variances should be heard by the Board of Adjustment since it affects street standards, lot lengths, etc. that apply to state fire code or state building code. The best course of action is to update this section as proposed and staff and the City Attorney will amend and address with elected officials.

It is critical to ensure that meeting notification and meeting advertisement requirements meet state law and update the enforcement provisions in section 1.06. The current code follows the state building code enforcement provisions that is not geared toward land use enforcement issues, so general statute has been pulled to include the state law specifications for zoning enforcement. Staff has provided modification to various boards to include language to address the Stormwater Advisory Committee.

Tart asked why the text is less specific regarding state building code and Harvey stated it is less specific because it does not address the enforcement of state building code but identifies how the City of Statesville will enforce land use issues. Ashley added that Iredell County enforces the state building code and not the City. Harvey stated a municipality can no longer enforce zoning with a criminal penalty. An injunction can be issued, levy fines, deny permits, but cannot seek a criminal act against a violator. Criminal penalties can attach if the violator has been cited, fined, and has refused to pay the fine. State law no longer gives the authority to charge a misdemeanor for zoning violations but building code can.

Harvey stated the summary of application procedures in table 2-1 has been updated to provide a simplistic explanation of how process reviews are done.

Performance guarantees (bonds for development) language has been updated to ensure consistency with state law that have specific requirements and limitations for local government. The concern is It could be argued that the standards exceed requirements and challenge the posting of a bond.

Table 3-1 of permitted uses has been updated for implementation of the land use plan standards for multi-family residential development. Dwelling units include single and multi-family units and need to be captured in one central location so the table has been amended to show where they are allowed and reference the section of the code that govern development.

The lot development standards tables specify the purpose, authorized use sections, minimum lot size, width, and setbacks in one central table with renderings and land use.

R-8MF medium density multi-family residential district definitions of dwelling, duplex, townhome, and townhome lot have been updated to allow for the division of multi-family dwelling units to create independent subdivision lots for a townhome. Staff wanted to create a mechanism that

allows for the creation of a townhome lot so it can be sold independently in a real estate transfer. The existing standards for multi-family development remain the same and the recommendation is for the ordinance to allow staff approval of multi-family development on existing infill lots, limited to four units that meet applicable standards. Bejcek asked if a townhome lot is different from a condominium lot and Harvey stated yes. Tart asked if infill lots have to previously exist and Harvey stated the proposal is for a properly zoned R-8MF tract has to exist the date of adoption to the code.

Harvey asked the board if they are comfortable with the recommendation that staff will have administrative review and approval authority through the site plan review process to review infill development for lots zoned appropriately to allow by right multi-family up to four units. Tart stated he understands the approval process can be lengthy and asked Ashley if four infill lots is a good number to request and Ashley stated four units is reasonable. Harvey stated after a year or two of implementation of the standard staff can determine if it has worked or needs to be increased with city council approval. Wyatt stated she is comfortable with four units but would like to know which projects are approved by staff and Ashley stated it can be identified in the permit system but would be a special project for Planning due to a current staffing shortage.

Wyatt polled the board to determine if they are in favor of the concept presented by Harvey for City Council to consider staff approval for up to four townhomes on infill lots in appropriately zoned multi-family development. The vote was unanimous.

Ashley stated there is also a revision to the buffer yard table for LI and HI zoning adjacent to the same zoning and should be changed from a code D, which is a 30' buffer to a code A, which is an 8' planting strip buffer to provide vegetation between two industrial projects.

Vice-Chair Wyatt declared the public hearing open.

There being no speakers, Wyatt closed the public hearing.

Robertson made a motion to recommend approval of TA22-03: Text Amendments to the Unified Development Code filed by the City of Statesville to amend Articles 1. Administration, Article 2. Development Review Process, Article 3. Zoning, Article 4. Non-Conforming Situations, Article 5. Supplemental Regulations/Performance Standards for Specific Uses, Article 6. Development Standards, Article 8. Public Facilities Requirements, Article 9. Definitions and Article 10 Appendices to comply with North Carolina General Statutes 160D Local Planning and Development Regulation, to correct typos, provide updates to responsibilities and procedures, to allow townhomes and subdivision into townhome lots, to clarify and update multi-family units including duplexes, to amend screening between LI and HI zoning districts, to clarify density for multi-family units, to prohibit political signs in the downtown streetscape and the landscape median on E. Broad Street, to update definitions, and amend the minor subdivision stamp for plats as presented for recommendation to City Council. Bejcek seconded the motion. The motion carried unanimously.

Other Business

Ashley stated the December Planning Board meeting will be December 20, 2022 and a quorum is required.

Bejcek made a motion to adjourn, seconded by Robertson. The motion carried unanimously.