



STATESVILLE CITY COUNCIL MEETING

Statesville City Hall – 227 S. Center Street

August 14, 2025 - 4:00 p.m. - Pre-Agenda Meeting – 2nd Floor Conference Room

August 18, 2025 – 6:00 p.m. – Regular Meeting – City Council Chambers

- I. Call to Order**
- II. Invocation**
- III. Pledge of Allegiance**
- IV. Adoption of the Agenda**
- V. Code of Ethics and Front and Center Strategic Plan p. 3**
- VI. Presentations & Recognitions**
 - 1. Stop the Violence Proclamation p. 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 requests, in which event, the item will be removed from the Consent Agenda and considered with the other items listed in the Regular Agenda.

 - A. Consider approving the July 31, 2025, Pre-Agenda Meeting Minutes and the August 4, 2025, Regular Meeting Minutes. (E. Kurfees) p. 9**
 - B. Consider approving Budget Amendment #2026-05 for the Statesville Police Department Expansion and Parking Deck Project to account for project scope changes since the developers agreement was first executed, as well as additional costs incurred due to unforeseen subsurface conditions through this stage of construction. (Hubert) p. 19**
 - C. Consider approving Budget Amendment #2026-06, which appropriates fund balance to support the rollover of outstanding purchase orders. (Lawrence) p. 29**
 - D. Consider rejecting the bid taken by the City on June 9, 2025 for the South Development Area Project because the project only received one bid, totaling \$10,809,513 for the base bid, exceeded the available budget for the work. (Ferguson) p. 55**
 - E. Consider approving a 25 year ground lease for the construction of a 70x70 hangar for Crosswinds Aerospace. (Ferguson) p. 63**

- F. Consider passing a resolution directing the City Clerk to investigate a petition of annexation, AX25-07 The Oaks at James Farm, filed by Mr. Chris LaMack for his parcel located at 474 James Farm Road, receive the City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of September 15, 2025, for a public hearing for the petition of annexation. (Kirkendall) p. 95**
- G. Consider appointing the applicant Steven Haber to the Stormwater Advisory Commission. (Moore) p. 105**
- H. Consider approving an update to the fee schedule to accomodate an increase of certain parking citations fees from \$10 to \$15. (Onley) p. 109**

REGULAR AGENDA

- IX. Conduct a public hearing and consider approving an economic incentive for an expansion project known as Project Eco Clean. (Bosser) p. 111**
- X. Conduct a public hearing and consider passing the first reading of TA25-03 Flood Development Permit to Amend Appendix A, Article II, Part 2, Section 2.25 Flood Development Permit (Moore) p. 113**
- XI. Conduct a public hearing and consider passing the first reading of an annexation ordinance AX25-06 2110 E. Greenbriar Road. (Kirkendall) p. 151**
- XII. Consider donating Abernathy Park to Power Cross Ministries and in lieu of requiring the previously agreed upon \$80,000 for park purchase, accept their proposal to invest those funds back into the park for various improvements. (Griggs) p. 159**
- XIII. Receive a report on the use of HOME Funds and decide on a plan of action moving forward. (Smith) p. 169**
- XIV. Consider approving the resolution creating an Affordable Housing Special Revenue Fund and Policy. (Pierce) p. 175**
- XV. Consider appointing two regular members and two alternates to the Board of Adjustment. (Kirkendall) p. 185**
- XVI. City Manager's Report**
- XVII. Advisory Boards Meeting Minutes**
 - 1. June 16, 2025 Airport Commission Meeting Minutes p. 199
- XVIII. Other Business**
- XIX. Closed Session (After Pre- Agenda)**
 - 1. G.S. 143-318.11(a)(3), Attorney-Client Privilege
 - 2. G.S. 143-318.11(a)(5), Real Property Acquisition
- XX. Adjournment**

RESOLUTION 01-25

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.

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

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



Constantine H. Kutteh, Mayor




David Jones, Mayor Pro Tem – Ward One



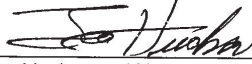
C.O. "Gap" Johnson – Ward Two



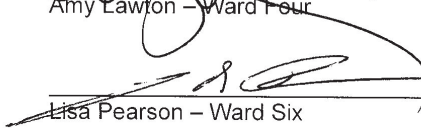
Doris Allison – Ward Three



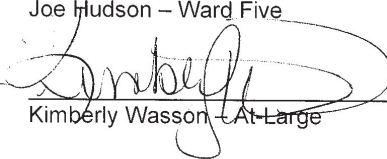
Amy Lawton – Ward Four



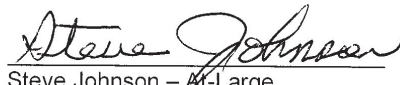
Joe Hudson – Ward Five



Lisa Pearson – Ward Six



Kimberly Wasson – At-Large



Steve Johnson – At-Large

FRONT & CENTER

VISION

Statesville will be a vibrant regional center that provides a higher quality of life for ALL.

MISSION

City of Statesville will serve with integrity, provide sound resource management, and equitably deliver high-quality public services.

our we value our city staff
core we value quality & creativity
values we value & encourage opportunity
 we value engagement we value integrity



DEVELOPING OUR TEAM

Description: The City of Statesville recognizes that its employees are its most valuable asset and resource for realizing the city's vision. Capable and professional employees are essential for delivering high-quality customer service and managing the long-term needs of the community.

STRATEGIC INITIATIVES

1. Attract and retain a talented, engaged workforce responsive to the needs of our growing community.
2. Invest in employee professional development to promote continuous learning and improvement in our service delivery.



CONNECTING OUR CITY

Description: The City of Statesville strives to provide high-quality services and utilities for today's needs while also planning for the future needs of residents, businesses, and industry.

STRATEGIC INITIATIVES

1. Proactively maintain existing infrastructure assets and systems to ensure current quality and long-term viability.
2. Invest in critical public infrastructure to align with land use plan goals and accommodate future growth citywide.



CONNECTING OUR COMMUNITIES

Description: The City of Statesville supports vibrant communities and safe neighborhoods with opportunities for employment, recreation, engagement, and housing.

STRATEGIC INITIATIVES

1. Provide reliable, high-quality public safety to ensure the wellbeing of residents, businesses, and visitors.
2. Expand access to enriching cultural, recreational, and open space amenities.
3. Promote the development of a range of housing types throughout our community and housing stability for residents.

City of Statesville, North Carolina

Office of the Mayor

Proclamation

2025 Stop the Violence Cookout August 23, 2025

WHEREAS, since its creation in 2014, the Stop the Violence Cookout, organized by Clean Hearts of Statesville, has served as a community-driven effort to strengthen relationships, promote safety, and work toward a shared vision of a peaceful Statesville; and

WHEREAS, the event has grown over the years through the dedication of Clean Hearts of Statesville and the support of faith leaders, local businesses, law enforcement, and community partners who share a commitment to reducing violence and building unity; and

WHEREAS, the Stop the Violence Cookout provides an opportunity for residents to come together, enjoy fellowship, and highlight the importance of education, awareness, and cooperation in creating a safer city for all; and

WHEREAS, the City of Statesville is proud to support this annual gathering, recognizing its role in fostering mutual respect, understanding, and a sense of belonging among our citizens;

NOW, THEREFORE, I, Constantine H. Kutteh, Mayor of the City of Statesville, do hereby recognize and express our support for the **2025 Stop the Violence Cookout**, to be held on **Saturday, August 23, 2025, from 11:00 AM to 4:00 PM** at Kimbrough Park, and encourage all residents to take part in this event and remain committed to advancing peace, safety, and unity in our community.

IN WITNESS WHEREOF I have set
my Hand and caused the Great Seal
of the City of Statesville to be affixed
this 18th day of August 2025

Constantine H. Kutteh, Mayor

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MINUTE BOOK 31, PAGE
STATESVILLE CITY COUNCIL PRE-AGENDA MEETING MINUTES – July 31, 2025
CITY HALL – 300 S. CENTER STREET, STATESVILLE, NC – 4:00 P.M.

Council Present: Mayor Kutteh presiding, Jones, Lawton (Virtual) J. Johnson, Wasson, Pearson (Virtual), S. Johnson, Allison, S. Johnson

Council Absent: Hudson

Staff Present: Ron Smith, Messick (Virtual), E. Kurfees, Hubert, Griggs, Vaughan, Ferguson, Pierce, G. Kurfees, Harrell, Caulder, Lawrence, Onley, Everette, Ashley

I. Call to Order

Mayor Kutteh called the meeting to order. He stated that we have three items on closed session today.

Smith introduced Lawrence as the new Chief Financial Officer.

II. Invocation (Only at the Regular Meeting)

III. Pledge of Allegiance (Only at the Regular Meeting)

IV. Adoption of the Agenda (Only at the Regular Meeting)

V. Code of Ethics and Front and Center Strategic Plan (Only at the Regular Meeting)

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

VII. CONSENT AGENDA

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

A. Consider approving the July 10, 2025 Pre-Agenda and the July 14, 2025 Regular Meeting Minutes. (E. Kurfees)

B. Consider approving Budget Amendment #2026-03 for the transfer of \$370,000.00 from appropriated fund balance to the Statesville Police Department Capital Account for the purchase of the BATT X armored vehicle. (Onley)

Mayor Kutteh stated that it was approved in the budget, but it was not put in the Police individual budget.

Smith stated that the City put a request into Congressman Harrigan's office. We are in the federal budget now. This funding will be approximately \$600,000.

Council Member S. Johnson asked if we have mutual aid with other departments. Chief Onley stated yes.

C. Consider approving Budget Amendment #2026-4 to transfer funds from the Fund Balance to the Fire Station 5 Project Fund. (G. Kurfees)

Smith stated that there is a grand total of \$3.5 million for the purchase of the land and other projects to renovate the home and build the bay. The \$1.5 million is for land acquisition.

Council Member Jones asked about the \$2 million. Chief Kurfees stated that the funding will go towards renovating the home and a bay for the apparatus. The \$2 million was lumped into professional services and can be moved into other lines.

Mayor Kutteh stated that the staffing will begin soon. Chief Kurfees stated that we are starting our hiring process on August 1. He stated that the hiring and training process will take close to a year.

Council Member S. Johnson asked for the operating cost. Chief Kurfees stated that it will be approximately \$1.3 million for staffing.

Smith stated that at some point we will need to pay \$1.3 million in salaries annually, and we will need to figure out how to pay for the staff.

Council Member Allison asked about the funding. Smith stated that we will need the funding for next year to pay for the staff.

Council Member S. Johnson stated that 2027 is a revaluation year and we can use that revaluation funding to pay for staffing.

D. Consider approving a 25 year ground lease for the construction of a hangar for Crosswinds Aerospace. (Ferguson)

Mayor Kutteh stated that this is a flight school at the airport. He stated that on page 34, there is a CPI increase every 5 years. He would like to remove the phrase about CPI.

Council Member Jones stated that he believes the lease is very low. Mayor Kutteh asked if we should get an appraisal. Council Member Jones stated that we should get an appraisal of the property.

Ferguson stated that we can get a rate surveying work. Telics can do a rate study.

The Council decided to delay this item until the Telics rate study is completed.

E. Consider passing a resolution directing the City Clerk to investigate a petition of annexation, AX25-06 filed by Mr. Richard Bollerup for his parcel located at 2110 E Greenbriar Road, receive the City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of August 18, 2025, for a public hearing for the petition of annexation. (Kirkendall)

Mayor Kutteh stated that this is 1.566 acres and this property needs city water. This is the first step in annexation process.

F. Consider approving the second reading of the proposed text amendment TA25-01 by Downtown Statesville Development Corporation to allow Drinking Establishments in the Central Business (CB) Zoning District. (Kirkendall)

Council Member Jones asked when the trash study will be brought back to City Council. Pierce stated that he was under the impression that we could move this forward and bring the trash issue back at another date.

Harrell stated that we are looking at September 1 as having the trash study complete. Ashley stated that we will hold enforcement till then as well.

Council Member Allison stated that owners need to keep up their trash as well.

Council Member Lawton stated that there is lots of trash all over the ground on Monday morning.

Council decided to postpone this item until September 15th meeting.

- G. Consider passing the second reading of Rezoning Request ZC25-11 for The Oaks at James Farm; property located at the intersection of Jane Sowers Road and James Farm Road to rezone from Iredell County R-20 (Single-Family Residential) District to City of Statesville R-5MF CZ (High Density Multi-Family Residential Conditional Zoning) District. (Caulder)**

Mayor Kutteh asked if an annexation petition has been filed. Caulder stated that he is working on it, but he is unsure if it has been turned in.

Mayor Kutteh stated that he would like to postpone this second reading if the annexation is not filed.

- H. Consider approving the second reading of an ordinance to regulate begging, panhandling, or soliciting contributions. (Onley)**

REGULAR AGENDA

- VIII. Receive an update on the Monroe Street Redevelopment Corridor. (Caulder)**

Smith stated that this was in response to some code enforcement requests on Monroe Street.

- IX. Consider passing the second reading of Rezoning Request ZC25-10 River Hills PUD; for located on U.S. Highway 64 between East Broad Street and River Hill Road for a major amendment to the approved concept plan. (Caulder)**

Mayor Kutteh stated that the development is increasing the single-family homes in the project.

- X. Consider passing second reading approving a Revised Development Agreement for River Hill's Planned Unit Development (PUD; ZC25-10) for properties located on US 64 between East Broad Street and River Hill. (Ashley)**

- XI. Consider appointing two regular members to the Board of Adjustment. (Kirkendall)**

Mayor Kutteh stated that on page 166; he said that the two alternates could be the regular position since they have some experience and can fill the position of alternates. Smith stated that staff will ask if they are willing to go from alternate to regular members.

- XII. Consider approving a request to waive annexation for Kelly Farm to receive a connection to City Water services. (Vaughan)**

Mayor Kutteh stated that this project is very outside our service area. They would pay outside rates. Annexing the property would stress other city services.

XIII. City Manager's Report (Only at the Regular Meeting)

XIV. Advisory Boards Meeting Minutes

1. June 12, 2025 Design Review Committee Minutes

XV. Other Business

Smith stated that we have applied two years for the BUILD Grant for the Linear Park project. We received a response that we are project of merit, but did not receive the grant this year. Council Member Jones would like to see how the packet of the winners was different than ours and how we can improve it.

XVI. Closed Session (Following Pre-Agenda)

Mayor Kutteh stated that we need to go into closed session for an economic development issue, personnel issue, and attorney client privilege issue.

Council Member Allison made a motion to go into closed session. Council Member J. Johnson seconded the motion. The motion passed unanimously.

Coming out of closed session, Mayor Kutteh stated that there were no decisions made.

XVII. Adjournment

Council Member Allison made a motion to adjourn. The motion was seconded by Council Member Jones. The motion passed unanimously.

Emily Kurfees, City Clerk

Constantine H. Kutteh, Mayor

MINUTE BOOK 31, PAGE
STATESVILLE CITY COUNCIL REGULAR MEETING MINUTES –August 4, 2025
CITY HALL – 300 S. CENTER STREET, STATESVILLE, NC – 6:00 P.M.

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

Council Absent: None

Staff Present: Ron Smith, Messick, E. Kurfees, Hubert, Griggs, Vaughan, Pierce, G. Kurfees, Harrell, Caulder, Lawrence, Onley, Ashley, Marion, Daniels, Gregory, Bridges,

I. Call to Order

Mayor Kutteh called the meeting to order.

II. Invocation

The Clerk led the invocation.

III. Pledge of Allegiance

Mayor Kutteh led the Pledge of Allegiance.

IV. Adoption of the Agenda

Mayor Kutteh stated that Item D and F are removed from the agenda.

Council Member J. Johnson made a motion to approve the amended agenda. Council Member Jones seconded the motion. The motion passed unanimously.

V. Code of Ethics and Front and Center Strategic Plan

Mayor Kutteh stated that the council members try to follow the code of ethics each meeting.

VI. Presentations & Recognitions

Mayor Kutteh called Laytona Graham to speak regarding the Back to School Bash. She thanked all the staff members who contributed to the event. She stated that they served over 600 families in the community.

Mayor Kutteh stated that she did a good job of coordinating our community partners.

VII. CONSENT AGENDA

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A. Consider approving the July 10, 2025 Pre-Agenda and the July 14, 2025 Regular Meeting Minutes. (E. Kurfees)

B. Consider approving Budget Amendment #2026-03 for the transfer of \$370,000.00 from appropriated fund balance to the Statesville Police

Department Capital Account for the purchase of the BATT X armored vehicle. (Onley)

- C. Consider approving Budget Amendment #2026-4 to transfer funds from the Fund Balance to the Fire Station 5 Project Fund. (G. Kurfees)**
- D. Consider approving a 25 year ground lease for the construction of a hangar for Crosswinds Aerospace. (Ferguson)**
The Council decided to delay this item until the Telics rate study is completed.
- E. Consider passing a resolution directing the City Clerk to investigate a petition of annexation, AX25-06 filed by Mr. Richard Bollerup for his parcel located at 2110 E Greenbriar Road, receive the City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of August 18, 2025, for a public hearing for the petition of annexation. (Kirkendall)**
- F. Consider approving the second reading of the proposed text amendment TA25-01 by Downtown Statesville Development Corporation to allow Drinking Establishments in the Central Business (CB) Zoning District. (Kirkendall)**
Council decided to postpone this item until September 15th meeting.
- G. Consider passing the second reading of Rezoning Request ZC25-11 for The Oaks at James Farm; property located at the intersection of Jane Sowers Road and James Farm Road to rezone from Iredell County R-20 (Single-Family Residential) District to City of Statesville R-5MF CZ (High Density Multi-Family Residential Conditional Zoning) District. (Caulder)**
- H. Consider approving the second reading of an ordinance to regulate begging, panhandling, or soliciting contributions. (Onley)**

Mayor Kutteh called for a motion on the consent agenda.

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

REGULAR AGENDA

VIII. Receive an update on the Monroe Street Redevelopment Corridor. (Caulder)

Caulder stated that the Monroe Street Corridor is a main gateway into the City. He stated that the area wide plan designated this area as a revitalization corridor. There are many code violations in this area.

Caulder discussed the Brownfields Program with the EPA that can help with the revitalization. The grant will allow to remove some contamination to make the property a developable property. He provided an example in Gastonia, NC.

Caulder reviewed the properties that are violating the city code and minimum housing ordinances. Lesley Marion began to discuss some of the minimum housing violations. At 309 Monroe Street, staff sent an advisory letter, and this property is in probate.

At 319 Monroe Street, the property is in disrepair and currently on our list to be demolished. The property is occupied. Smith asked if this is the only property that is

occupied. Marion stated that this is the only property on Monroe Street. Council Member Pearson asked what would happen with the occupant if the home were going to be demolished. Marion stated she spoke with social services to see if there are any services that the occupant may qualify for. Council Member Allison asked if the occupant is the owner of the property. Marion stated that they are the heirs of the property.

409 Monroe Street went into civil citation. The property has been listed for sale and has a closing date of the end of August. The buyer is interested in remodeling the home.

520 Bond Street: requested a demo permit and it will expire in November 2025. Caulder stated that a developer is trying to purchase the property to put a new home there.

Jay Daniels spoke about the code enforcement in the area. At 514 Monroe Street, he began enforcement in 2024. The property is occupied with trailers currently. We have transferred this property over to legal.

540 Monroe Street: this property is a similar issue to 514 with a different property owner. He stated that he worked with this owner before and transferred it to legal because of prior experience with the property owner.

810 Jackson Street: this property has many vehicles and trash in the yard. The property owner has been removing some trash and debris. This property has also been sent to Legal. There are multiple violations that are active on this property.

Council Member Allison asked how the staff keep track of the properties. Caulder stated that the council can support the code enforcement with difficult cases and spend money to clean up the properties. Messick stated that residential and commercial are enforced the same way.

Caulder stated that 818 Clay Street was recently added to the list and code enforcement cited the property. The property owner cleaned the property and put up a fence.

533 Monroe Street: code enforcement sent a letter for trash and debris. The deadline is tomorrow to come into compliance.

905 Garner Bagnal Blvd.: The property owner has cleaned up his property some, but the deadline is tomorrow to come into compliance.

Vacant Lot at the end of Monroe Street: this property is more difficult to bring into compliance. The street department has tried to mow the property, but they could not get in the fence.

700 Jackson Street: the business has a debris pile, and staff are trying to treating all businesses the same.

709 Wall Street: cited on July 8th for wrecked vehicle. The vehicle was removed from the property.

526 Bond Street: they have removed some but have until August 7th to come into compliance.

629 Monroe Street: the weeds growing out of the fence. The properties were sited, and they have started to remove the weeds.

Caulder stated that staff work with realtors and developers. Marion has worked to get 9 homes either to be redeveloped or demolished. On Jost Street, there are new homes built there, and the planning department worked with developers to revitalize the area.

Council Member Pearson asked about the properties at the end of Monroe Street. Caulder stated that property has an electrical easement. He stated that there was little minimum housing or code violations at the property.

Mayor Kutteh stated that we need to continue to do our best to stay on top of the code violations in the area.

IX. Consider passing the second reading of Rezoning Request ZC25-10 River Hills PUD; for located on U.S. Highway 64 between East Broad Street and River Hill Road for a major amendment to the approved concept plan. (Caulder)

Caulder stated that River Hills wanted to come back and amend their plan. This item is on the regular agenda because it was not a unanimous decision.

Mayor Kutteh called for a motion on this item.

Council Member Allison made a motion to approve the second reading. Council Member Jones seconded the motion.

Aye: S. Johnson, Pearson, Hudson, Lawton, Allison, Jones, Wasson

Nays: J. Johnson

The motion passed 6 to 1.

X. Consider passing second reading approving a Revised Development Agreement for River Hill's Planned Unit Development (PUD; ZC25-10) for properties located on US 64 between East Broad Street and River Hill. (Ashley)

Ashley stated that the development agreement has been updated to show the change in the plan.

Council Member Allison made a motion to approve the second reading. Council Member Jones seconded the motion.

Aye: S. Johnson, Pearson, Hudson, Lawton, Allison, Jones, Wasson

Nays: J. Johnson

The motion passed 6 to 1.

XI. Consider appointing two regular members to the Board of Adjustment. (Kirkendall)

Mayor Kutteh stated that the alternates have not been contacted and asked if the council would like the postpone this item to the next meeting.

Council Member S. Johnson stated that the board requires some experience because of the property decisions. He is in favor of postponing.

This item has been postponed to the next meeting.

XII. Consider approving a request to waive annexation for Kelly Farm to receive a connection to City Water services. (Vaughan)

Caulder stated that Kelly Farms development is located at the southern most tip of the City. The development is 85 single family homes on 91 acres. They would like to connect to city water at the outside rate. They also want to extend the water line at their expense. The developers will need the council to waive the annexation requirement. The site is outside of the Land Development Plan. We have not assigned any character intent or growth tier to the property. If annexed, the property would be served by Fire Station 1 with a ten minute response time. Also, all other services would need to be provided. The property is on our side of the Iredell Water service line.

Staff recommends approving the exemption from annexation and allow the property to be serviced by City water at the outside rates.

Council Member S. Johnson asked for more details about where the property is.

Vaughan stated that the lower part of the property is an opportunity zone for commercial development. Continuing the water line could increase our benefit at getting additional commercial development.

Mayor Kutteh called for a motion on this item.

Council Member Allison approved to waive annexation and serve the development with City water. Council Member J. Johnson seconded the motion.

Council Member S. Johnson agreed with Vaughan that it could open up areas for commercial development.

Mayor Kutteh called for a vote on the motion. The motion passed unanimously.

XIII. City Manager's Report

Smith stated that the community has become better because of the work of the Statesville Police Department. He discussed the Community Fun Day at the Boys and Girls Club and the End of Summer Bash. He stated that 600 people came to the End of Summer Bash event. He thanked staff and community partners for their work at the event.

Smith provided an update on the construction projects. He stated that the parking deck is Phase 1 and then the PD Expansion. Both are currently on schedule. Airport Terminal Building is on schedule to be completed in December 2025. He stated that the sink hole on Tradd Street has been delayed until the end of August or first of September.

Smith stated that Statesville Public Power is getting a new outage management system to be notified of outages. Customers need to contact customer service to update their contact information.

Smith reviewed the Pinehurst culvert replacement project by the Stormwater Division.

Smith stated that Council put \$275,000 in last year's budget to upgrade Kimbrough Park. The playground installation should be done at the end of the week. The shelter will be in the next phase.

Smith stated that we are almost done with our resurfacing project. They will begin the greenways soon. The Water and Meeting Street project has been complete. The sidewalk project should be started soon.

Waterline project has started. There will be many street closures. Staff is working with the hospital over the street closures.

The Brookwood Inn is a motel that has housed families for some time. The site is up for redevelopment. The city is working with others to help relocate the families at the Brookwood Inn. Pam Navey, who was an employee at the police, will be working for Fifth Street to help relocate the families.

Smith provided an update on the staffing, transfers, and new staff.

XIV. Advisory Boards Meeting Minutes

1. June 12, 2025 Design Review Committee Minutes

XV. Other Business

Mayor Kutteh stated that Pastor Burton died in a murder suicide over the weekend. Council Member Allison thanked the law enforcement officers who were there.

XVI. Closed Session (Following Pre-Agenda)

XVII. Adjournment

Council Member Allison made a motion to adjourn. The motion was seconded by Council Member Jones. The motion passed unanimously.

Emily Kurfees, City Clerk

Constantine H. Kutteh, Mayor

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matt Hubert, City Engineer
DATE: 8/11/2025 8:45 AM

ACTION NEEDED ON: August 18, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving Budget Amendment #2026-05 for the Statesville Police Department Expansion and Parking Deck Project to account for project scope changes since the developers agreement was first executed, as well as additional costs incurred due to unforeseen subsurface conditions through this stage of construction.

1. Summary of Information:

The original budget defined in the developers agreement was augmented with additional maintenance improvements to the existing PD building to address HVAC, roofing, electrical, humidity control, and similar updates that take advantage of trade contractors already mobilizing. An updated agreement to formalize these additional items and costs has been executed to adjust the guaranteed maximum price.

Just prior to, and at the outset of initial demolition there were items beyond the contract scope that had to be addressed to support the project. This included storm drain work downstream of the project related to the sinkhole repair, COS/third party provider utility relocations impacted by demolition, and ground contamination encountered during foundation excavation not identified in the environmental surveys.

The project funds will be updated in kind to account for these mutually agreed upon contract items, with a BA needed to encumber the required costs.

The BA will transfer \$1,121,400 from the General Fund and \$128,600 from the Stormwater Fund to move a total of \$1,250,000. These funds will be split, placing \$1,161,312 to the Police Expansion contract fund and \$88,688 to the Parking Deck contract fund to cover the respective contract scope increases.

These are essentially owner requested changes/unforeseen conditions that would not have been covered/exempted by the Guaranteed Maximum Price terms.

2. Previous Council or Relevant Actions:

Execution of a Master Development Agreement to establish the project goals, scope, commitments, roles and responsibilities.

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

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

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

Strategic Plan Values: We value and encourage Opportunity

The project leverages a partnership with an apartment developer to share parking facilities that can be used to support local economic development in conjunction with the need to update and improve the city's primary police facilities.

4. Budget/Funding Implications:

Additional funds will be required to account for value added project scope changes and unforeseen site specific issues impacting the project.

Updated project budget spreadsheets BA are attached.

5. Consequences for Not Acting:

The project will move forward without fully encumbering the funds necessary for completion. This will necessitate reduction of scope in these or other project areas.

6. Department Recommendation:

Approval of the BA as presented is recommended. Prosecuting the scope of work in the manner outlined is beneficial to the overall purpose and quality of the project and its anticipated return on investment.

7. Manager Comments:

Concur with Department Recommendation.

8. Next Steps:

The project fund will be supplemented, ensuring adequate project funding and ability to proceed with value added additions to the original scope.

9. Attachments:

1. BA #2026-05 Delco Project PD Exp and Parking Deck
2. DELCO-Statesville PD Budgets 2024 MJH
3. Copy of Statesville Parking Deck Budget - Final

CITY OF STATESVILLE
BUDGET AMENDMENT #2026-05
August 18, 2025
FISCAL YEAR 2025-2026

FUND / ACCOUNT #	ACCOUNT TYPE	DESCRIPTION	CURRENT BUDGET	CHANGE (+ / -)	AMENDED BUDGET
General Fund					
010.0000.399.00.00	Revenue	Appropriated Fund Balance	5,695,775	1,121,400	6,817,175
Total Revenues			<u>5,695,775</u>	<u>1,121,400</u>	<u>6,817,175</u>
010.6600.89.00	Expense	Transfers to Other Funds	554,122	1,121,400	1,675,522
Total Expenditures			<u>554,122</u>	<u>1,121,400</u>	<u>1,675,522</u>
570.0000.399.00.00	Revenue	Appropriated Fund Balance	816,563	128,600	945,163
Total Revenues			<u>816,563</u>	<u>128,600</u>	<u>945,163</u>
570.0000.395.56.00	Expense	Transfers to Other Funds	-	128,600	128,600
Total Expenditures			<u>-</u>	<u>128,600</u>	<u>128,600</u>
321.0000.395.31.00	Revenue	Transfers from General Fund	16,200,000	1,250,000	17,450,000
Total Revenues			<u>16,200,000</u>	<u>1,250,000</u>	<u>17,450,000</u>
321.5110.45.01	Expense	Contracted Services - Police Expansion	7,278,600	1,161,312	8,439,912
321.5110.45.02	Expense	Contracted Services - Parking Deck	7,782,000	88,688	7,870,688
Total Expenditures			<u>15,060,600</u>	<u>1,250,000</u>	<u>16,310,600</u>
DESCRIPTION: To appropriate funds to cover additional expense for Delco project (PD/Deck)					

Budget Officer

APPROVED BY CITY COUNCIL:

City Clerk

Gina Lawrence

Chief Finance Officer

POLICE DEPARTMENT - STATESVILLE									
							BASE ESTIMATE	Dec. 24	
EXCLUSIONS:							Estimator: Shawn O'Neill		GSF
1. Design Fees - Civil, Arch, MEP (Not in Conceptual Budget)							12/8/2023		18,000
2. Furniture, Fixtures & Equipment (FF&E)							Description - General Conditions	Value	Per SF
3. Medical gases (oxygen)							General Conditions	\$ 450,741.00	\$ 25.04
4. Signs - Ext & Int							Subtotal General Conditions	\$ 450,741.00	\$ 25.04
5. Impact Fees									
6. Appliances									
7. Window treatments							Description - Site Work	Value	Per SF
							Demolition - asphalt & retaining walls	\$ 39,200.00	\$ 2.18
							Excavation - Cut, Haul, backfill	\$ 48,300.00	\$ 2.68
All of these costs below are included in the base stimate							Erosion Control measures	\$ 10,700.00	\$ 0.59
							Utilities - Storm Sewer, San Sewer & Water	\$ 87,200.00	\$ 4.84
Electrical - Data Cabling CAT 5 or 6		\$ 80,000.00					Parking - Ground Level - Concrete Pavement	\$ 111,700.00	\$ 6.21
Electrical - New FA in Renovated areas		\$ 37,275.00					Striping & Signs	\$ 2,500.00	\$ 0.14
Electrical - feeds for DH & OA Unit		\$ 15,000.00					Control Gate & Steel Fence	\$ 102,530.00	\$ 5.70
Electrical - Additional Light Fixtures in Reno. Areas		\$ 31,950.00					Sidewalk & Site Improvements (ret'g wall)	\$ 215,788.00	\$ 11.99
Mechanical - OAUnit		\$ 79,875.00		Mechanical			Subtotal - Site Work	\$ 617,918.00	\$ 34.33
Mech. - DeHumidification Units in Existing 5 ea		\$ 53,250.00		\$ 148,125.00					
Mech - VAVs in excess of Budget - 2 ea		\$ 5,000.00							
Mech - 2 Air curtains		\$ 10,000.00					Description - Building	Value	Per SF
Painting - 1st & 2nd in Excess of Budget		\$ 21,300.00					Survey Layout - Building	\$ 20,000.00	\$ 1.11
Resilient Flooring		\$ 26,625.00					Concrete - Building Fndtn. & SOG	\$ 931,910.00	\$ 51.77
Demolition of LL & UL in addition to budget		\$ 38,340.00					Masonry - CMU & Brick veneer	\$ 356,000.00	\$ 19.78
							Steel Stairs, columns & Hoist beam & Lintels	\$ 15,000.00	\$ 0.83
Forensics, 911 and Other Areas - Add Casework		\$ 58,259.00					Structural Steel - Building Framing	\$ 505,461.00	\$ 28.08
		\$ 456,874.00	(from our meeting they "agreed" to \$511,515)				Steel Fencing & Entry Gate (in Site costs)	\$ -	\$ -

							Rough Carpentry - Blocking	\$ 136,880.00	\$ 77.60
							Finish Carpentry - Cabinets & Tops	\$ 107,497.00	\$ 5.97
CD Drawing - Additional Scope added from DD		(these costs are included in the base estimate)					Roofing	\$ 486,100.00	\$ 27.01
							Waterproofing & Caulking	\$ 107,776.00	\$ 5.99
Fire Exit Steps/Ramps/Rails at Sidewalk		\$ 41,420.00					EIFS & Insulation of Bottom PT Slab	\$ 126,441.00	\$ 7.02
Added HVAC Equipment		\$ 96,700.00					HM Drs, Frames & Hardware	\$ 223,338.00	\$ 12.41
	Forensics (\$ 62,517.00					OH Door - Sallyport	\$ 9,735.00	\$ 0.54
Fire Sprinkler Line & Manual Standpipe		\$ 37,765.00					Storefront Glass & Windows	\$ 85,745.00	\$ 4.76
		\$ 238,402.00					Drywall, light gauge framing & Batt Insulation	\$ 550,023.00	\$ 30.56
							Ceramic Tile	\$ 29,400.00	\$ 1.63
							Carpet/Resilient Flooring	\$ 136,770.00	\$ 7.60
							Resinous Flooring - K9	\$ 14,600.00	\$ 0.81
							Painting	\$ 78,800.00	\$ 4.38
							Acoustical Ceilings	\$ 89,744.00	\$ 4.99
							Fire Ext & Cabinets	\$ 4,582.00	\$ 0.25
							Signage - Interior & Exterior by OWNER	\$ -	\$ -
							Toilet Accessories & Lockers & Tlt Part.	\$ 32,324.00	\$ 1.80
							Appliances - BY OWNER	\$ -	\$ -
							Equipment - By OWNER	\$ -	\$ -
							Elevator - Two stop (ground & Main level)	\$ -	\$ -
							Fire Sprinkler System	\$ 37,765.00	\$ 2.10
							Plumbing	\$ 490,473.00	\$ 27.25
							HVAC/Mechanical	\$ 1,098,725.00	\$ 61.04
							Knox Box - Fire Dept Access	\$ 750.00	\$ 0.04
							Electrical and Fire Alarm	\$ 826,000.00	\$ 45.89
								\$ -	\$ -
								\$ -	\$ -
							Sub Total - Building	\$ 6,501,839.00	\$ 361.21
							SUBTOTAL	\$ 7,570,498.00	\$ 420.58
							Contractors OH & P 5%	\$ 378,524.90	\$ 21.03
							Payment & Performance Bond	\$ 52,341.00	\$ 2.91
							Total New Construction Project Value	\$ 8,001,363.90	\$ 444.52
							Design Fees	\$ 510,000.00	
							Project Subtotal	\$ 8,511,363.90	\$ 472.85

							Contingency - DELCO recommends 5% at DD	\$ 125,000.00	\$ 6.94
							Total Project Value with Contingency	\$ 8,636,363.90	\$ 479.80
							ADD Alternates:		
							Waterproofing of the inside of LL existing wall. 2	\$ 27,772.00	
							Stainless Steel Countertops in lieu of Solid Surface in Forensics. 3	\$ 2,500.54	(credit)
							Existing Main Lobby Work - Demo, framing, dr, ACT, Lighting, CT etc.) 5	\$ 34,003.74	
							sub-total	\$ 59,275.20	
							MECHANICAL ALTERNATE #6	\$ 165,700.00	
							Remove and replace Standing Seam Roof panels at Existing facility. 1	\$ 178,398.00	
							Remove TPO & Metal Vertical panels and provide New TPO roof over existing facility. 4	\$ 117,660.00	\$ 461,758.00
							GMP Total	\$9,157,397.10	



Project Name Statesville Parking Deck
Developer City of Statesville - DELCO Partners

Project Type New
Location Statesville, NC
Quote Type DD Budget

Date \$ 45,730.00

Drawing/Document

CD Estimate

Division	Description	Budget	SQFT
		10 Months	114,821
01	General Conditions/Requirements		
	General Conditions	\$ 340,550.00	\$ 2.97
	Allowances	\$	\$
02	Site Works		
	Demolition and Structure Moving	\$ 37,500.00	\$ 0.33
	Earthwork	\$ 304,300.00	\$ 2.65
	Site Concrete	\$ 69,500.00	\$ 0.61
	Asphalt Pavement	\$ 27,500.00	\$ 0.24
	Site Utilities	\$ 227,900.00	\$ 1.98
	Fences and Gates	\$	\$
	Landscaping	\$ 4,978.20	\$ 0.04
	Transportation	\$	\$
03	Concrete		
	Cast-In-Place Concrete	\$ 747,600.00	\$ 6.51
	Structural Precast Concrete	\$ 4,065,000.00	\$ 35.40
	Tilt-Up Concrete	\$ -	\$ -
04	Masonry		
	Turnkey Masonry	\$ 30,700.00	\$ 0.27
	Stone Work	\$	\$
05	Metals		
	Structural Steel/Metals	\$ 145,419.00	\$ 1.27
	Miscellaneous Metals	\$ 273,771.00	\$ 2.38
06	Wood and Plastics		
	Rough Carpentry	\$	\$
	Millwork and Casework	\$	\$
07	Thermal and Moisture Protection		
	Eifs	\$ 7,500.00	\$ 0.07
	Roofing	\$ 27,500.00	\$ 0.24
	Metal Wall Panels	\$ 40,000.00	\$ 0.35

	Siding	\$	\$
	Waterproofing	\$ 46,290.00	\$ 0.40
	Caulking and Sealants	\$ 13,170.00	\$ 0.11
08	Doors and Windows		
	Doors, Frames, and Hardware	\$ 9,900.00	\$ 0.09
	Overhead Doors	\$ 48,859.00	\$ 0.43
	Glass and Glazing	\$ 8,700.00	\$ 0.08
09	Finishes		
	Drywall	\$ 23,395.00	\$ 0.20
	Tile	\$	\$
	Resilient Flooring	\$	\$
	Resinous Flooring	\$	\$
	Acoustical Ceilings	\$	\$
	Painting and Wall Coverings	\$ 9,600.00	\$ 0.08
10	Specialties		
	General Specialties	\$ 4,800.00	\$ 0.04
	Signage	\$ 20,000.00	\$ 0.17
	Lockers	\$	\$
	Canopies	\$ 17,661.00	\$ 0.15
11	Equipment		
	Stage Equipment	\$	\$
	Dock Equipment	\$	\$
	Library Furnishings	\$	\$
	Food Service Equipment	\$	\$
	Athletic Equipment	\$	\$
12	Furnishings		
	Window Treatments	\$	\$
	Bleachers and Audience Seating	\$	\$
13	Special Construction		
	Pre-Engineered Structures	\$	\$
	Swimming Pools	\$	\$
14	Conveying Systems		
	Elevators	\$ 284,000.00	\$ 2.47
	Overhead Cranes	\$	\$
15	Mechanical		
	Fire Protection	\$ 64,750.00	\$ 0.56
	Plumbing	\$ 193,531.00	\$ 1.69
	HVAC	\$ 36,995.00	\$ 0.32

	Integrated Automation	\$	\$
16	Electrical		
	General Electrical	\$ 319,500.00	\$ 2.78
	Generators	\$	\$
	Low Voltage Communications	\$	\$
	Access Control/Security System	\$	\$
	Fire Alarm	\$	\$
	COST OF WORK	\$ 7,450,869.20	\$ 64.89
0.00%	<i>Design Fee</i>	<i>\$ 289,000.00</i>	<i>\$ 2.52</i>
1 LSUM	<i>Builders Risk</i>	<i>\$ 6,500.00</i>	<i>\$ 0.06</i>
0.50%	<i>Insurance</i>	<i>\$ 40,000.00</i>	<i>\$ 0.35</i>
	SUBTOTAL	\$ 7,786,369.20	\$ 67.81
5.00%	<i>Construction Fee</i>	<i>\$ 389,318.46</i>	<i>\$ 3.39</i>
	GRAND TOTAL	\$ 8,175,687.66	\$ 71.20
0.00%	<i>Design Contingency</i>	\$	\$
0.00%	<i>Owner Contingency (Recommended)</i>	\$	\$

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Gina Lawrence, Chief Financial Officer
DATE: 8/8/2025 10:14 AM

ACTION NEEDED ON: August 18, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving Budget Amendment #2026-06, which appropriates fund balance to support the rollover of outstanding purchase orders.

1. Summary of Information:

This request is the annual action to authorize the rollover of outstanding purchase orders as of June 30, 2025, and to amend the FY26 budget accordingly.

2. Previous Council or Relevant Actions:

Council approved Budget Amendment #2024-3 on August 7, 2023 via consent agenda. It is of the same nature as this request.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

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

Connecting Our Communities: N/A

Strategic Plan Values: N/A

4. Budget/Funding Implications:

Fund Balance Appropriated represents the revenue source used to support this appropriation. At the close of each fiscal year, any unspent appropriations roll into Fund Balance. This action draws from those funds to cover outstanding encumbered obligations.

The total fund balance required to fund all open encumbrances is \$18,972,623, allocated as follows:

General Fund: \$6,766,509

Major outstanding encumbrances include approximately \$264K for open IT projects and upgrades, \$633K for Planning projects (e.g., US21 Sidewalks and Bike Lane Project), \$1,127,961 for Police projects i.e. handheld radios and dispatch upgrades, \$2,451,110 for Street projects, and \$582K for Recreation projects.

Airport Fund: \$29,612

Encumbrance primarily related to assessment for Old Lowe's hanger .

Electric Fund: \$2,308,198

Encumbrances primarily support ongoing capital needs, including system upgrades, expansion projects, and undelivered vehicles and equipment.

Water/Sewer Fund: \$9,429,330

Encumbrances primarily for ongoing capital upgrades and projects (e.g., Yadkin River Pump Station).

Stormwater Fund: \$262,460

Encumbrances primarily for capital improvement projects.

Civic Center Fund: \$176,514

Encumbrances primarily for capital improvements, including AV equipment and banquet chairs.

5. Consequences for Not Acting:

Using current appropriations to cover outstanding obligations would reduce available resources, creating pressure on the ability to fund ongoing expenditures at anticipated levels.

6. Department Recommendation:

Approve as presented

7. Manager Comments:

Concur with the department recommendation.

8. Next Steps:

Staff will post budget amendment and roll outstanding purchase orders into the current year.

9. Attachments:

1. BA Form for FY25 PO Rollforward 8.18.25
2. Encumbrance Report Final FY25 Rollforward

CITY OF STATESVILLE BUDGET

AMENDMENT #2026-06

August 18, 2025

FISCAL YEAR 2025-2026

FUND / ACCOUNT #	ACCOUNT TYPE	DESCRIPTION	CURRENT BUDGET	CHANGE (+ / -)	AMENDED BUDGET
General Fund					
010.0000.399.00.00	Revenue	Appropriated Fund Balance	3,965,109	6,766,509	10,731,618
Total Revenues			<u>72,876,775</u>	<u>6,766,509</u>	<u>79,643,283</u>
010.4100	Expenditure	Mayor and Council	47,180	49,700	96,880
010.4410	Expenditure	Finance	206,684	780	207,464
010.4600	Expenditure	Information Technology	66,812	264,489	331,301
010.4610	Expenditure	Information Technology-GIS	33,046	12,743	45,789
010.4620	Expenditure	Information Technology-Utility Billing	67,384	3,608	70,992
010.4800	Expenditure	Planning	504,729	633,442	1,138,171
010.5100	Expenditure	Police	160,360	1,127,961	1,288,321
010.5300	Expenditure	Fire	252,797	126,792	379,589
010.5500	Expenditure	Public Works - Engineering	8,068	57,507	65,575
010.5510	Expenditure	Public Works - Garage	-	5,783	5,783
010.5530	Expenditure	Public Works - Streets	325,940	222,920	548,860
010.5535	Expenditure	Public Works - Street Construction	464	2,451,110	2,451,574
010.5580	Expenditure	Public Works - Sanitation	592,532	22,502	615,034
010.6210	Expenditure	Recreation/Admin	255,858	582,451	838,309
010.6240	Expenditure	Park Maintenance	288,002	1,204,721	1,492,723
Total Expenditures			<u>72,876,774</u>	<u>6,766,509</u>	<u>79,643,283</u>
AIRPORT FUND					
500.0000.399.00.00	Revenue	Fund Balance Appropriated	440,094	29,612	469,706
Total Revenues			<u>3,969,701</u>	<u>29,612</u>	<u>3,999,313</u>
500.6500	Expenditure	Airport Operations	3,969,701	29,612	3,999,313
Total Expenditures			<u>3,969,701</u>	<u>29,612</u>	<u>3,999,313</u>
ELECTRIC FUND					
530.0000.399.00.00	Revenue	Fund Balance Appropriated	5,410,715	2,308,198	7,718,913
Total Revenues			<u>55,777,700</u>	<u>2,308,198</u>	<u>58,085,898</u>
530.8100	Expenditure	Electric Operations	55,777,700	2,308,198	58,085,898
Total Expenditures			<u>55,777,700</u>	<u>2,308,198</u>	<u>58,085,898</u>

WATER/SEWER FUND					
550.0000.399.00.00	Revenue	Fund Balance Appropriated	9,691,539	9,429,330	19,120,869
Total Revenues			<u>31,603,846</u>	<u>9,429,330</u>	<u>41,033,176</u>
550.5581	Expenditure	Sewer Maintenance	2,276,022	754,682	3,030,704
550.5582	Expenditure	Water Maintenance	9,777,916	3,793,118	13,571,034
550.8220	Expenditure	Water Purification	7,377,135	2,295,675	9,672,810
550.8230	Expenditure	Third Creek WWTP	5,221,226	1,186,738	6,407,964
550.8240	Expenditure	Fourth Creek WWTP	6,951,548	1,399,117	8,350,665
Total Expenditures			<u>31,603,846</u>	<u>9,429,330</u>	<u>41,033,176</u>
STORMWATER FUND					
570.0000.399.00.00	Revenue	Fund Balance Appropriated	278,808	262,460	541,268
Total Revenues			<u>2,818,334</u>	<u>262,460</u>	<u>3,080,794</u>
570.8250	Expenditure	Stormwater Operations	2,818,334	262,460	3,080,794
Total Expenditures			<u>2,818,334</u>	<u>262,460</u>	<u>3,080,794</u>
CIVIC CENTER FUND					
580.0000.399.00.00	Revenue	Fund Balance Appropriated	79,558	176,514	256,072
Total Revenues			<u>1,726,761</u>	<u>176,514</u>	<u>1,903,275</u>
580.0000	Expenditure	Civic Center Operations	1,726,761	176,514	1,903,275
Total Expenditures			<u>1,726,761</u>	<u>176,514</u>	<u>1,903,275</u>
<i>DESCRIPTION: To appropriate funds to cover purchase of armored vehicle approved at retreat.</i>					
<div> <div></div> <div>Budget Officer</div> </div> <div> <div></div> <div>APPROVED BY CITY COUNCIL:</div> <div></div> <div>City Clerk</div> </div>			<div> <div><i>Gina Lawrence</i></div> <div>Chief Finance Officer</div> </div>		

010 - General Fund
4100 - Mayor and Council
010.4100.04.00 - Professional Services

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500825	01/22/2025	METZ, JULIE H	RAISE Grant Advocacy 2025	20000.00	4,700.00
				Encumbrance Balance:	4,700.00

010.4100.74.00 - Capital Outlay-Equipment

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501271	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	Council Chamber Upgrades	45000.00	45,000.00
				Encumbrance Balance:	45,000.00
				Total 4100 - Mayor and Council:	49,700.00

4410 - Finance - Administration
010.4410.04.00 - Professional Services

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500142	07/15/2024	MARTIN STARNES & ASSOCIATES, C	Annual Audit	65000.00	780.00
				Encumbrance Balance:	780.00
				Total 4410 - Finance - Administration:	780.00

4600 - Information Technology - Network
010.4600.04.00 - Professional Services

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2300560-R2	07/01/2024	ROBERTS, MARK D.	Export HR data from AS400 into support	3600.00	3,600.00
2500946	03/04/2025	LANGAN NC, INC	On Call/UN Management GIS support se	0	9,987.70
2501052	04/08/2025	TYLER TECHNOLOGIES, INC	MyGov software	0	6,108.00
2501113	04/28/2025	OPTIMIZED SOLUTION INTEGRATI	Contracted IT Professional Services	9000.00	2,700.00
2501303	06/09/2025	UNITY DRIVE CONSTRUCTION CO.	Tyler MyGov Additional Modules- SaaS	15000.00	15,000.00
2501306	06/09/2025	UNITY DRIVE CONSTRUCTION CO.	Tyler - add modules SaaS & Prof Serv	30000.00	30,000.00
				Encumbrance Balance:	67,395.70

010.4600.11.10 - IT-Communications

010 - General Fund

4600 - Information Technology - Network

010.4600.11.10 - IT-Communications

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500228	07/24/2024	ATCOM INC.	Mitel Monthly Maintenance & SA 7/15/	17268.61	380.09

Encumbrance Balance: 380.09

010.4600.33.85 - IT - Non-Depreciable

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501277	06/04/2025	SHI INTERNATIONAL CORP	UPS Battery Back Up for Desktops and N	5072.98	1,103.52

Encumbrance Balance: 1,103.52

010.4600.44.01 - Data Processing - Hardware Maintenance

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501277	06/04/2025	SHI INTERNATIONAL CORP	UPS Battery Back Up for Desktops and N	2281.78	2,281.78

Encumbrance Balance: 2,281.78

010.4600.44.02 - Software Maintenance and Subscriptions

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501052	04/08/2025	TYLER TECHNOLOGIES, INC	MyGov software	0	21,792.00
2501303	06/09/2025	UNITY DRIVE CONSTRUCTION CO.	Tyler MyGov Additional Modules- SaaS	50000.00	50,000.00
2501306	06/09/2025	UNITY DRIVE CONSTRUCTION CO.	Tyler - add modules SaaS & Prof Serv	20000.00	20,000.00

Encumbrance Balance: 91,792.00

010.4600.74.00 - Capital Outlay-Equipment

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2401244-R1	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	Capital - prior year telcom overhaul proj	19263.50	19,263.50
2501134	05/01/2025	SHI INTERNATIONAL CORP	CAPITAL UPS Battery Backup Rack Mour	6592.30	1,334.41
2501285	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	Capital - Access Control for Rec and Parl	30000.00	30,000.00
2501286	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	Capital - SIP implementation at COB	15000.00	15,000.00
2501289	06/04/2025	ATCOM INC.	Capital - Mitel phone system for COB	18903.92	9,451.96
2501290	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	Capital - Telcom upgrades for TDM suns	25000.00	25,000.00
2501336	06/23/2025	SHI INTERNATIONAL CORP	CAPITAL - Emergency Purchase of HPE A	21941.90	1,486.46

010 - General Fund

4600 - Information Technology - Network

010.4600.74.00 - Capital Outlay-Equipment

Encumbrance Balance: 101,536.33

Total 4600 - Information Technology - Network: 264,489.42

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500946	03/04/2025	LANGAN NC, INC	On Call/UN Management GIS support se	8000.00	9,712.50

Encumbrance Balance: 9,712.50

010.4610.14.00 - Travel and Training

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501276	06/04/2025	ESRI INC.	Esri GIS training pass	3030.00	3,030.00

Encumbrance Balance: 3,030.00

Total 4610 - Information Technology - GIS: 12,742.50

4620 - Information Technology - Utility Billing

010.4620.18.00 - Postage

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500365	08/22/2024	SOUTHDATA, INC	Printing and Postage Services	159100.00	353.73

Encumbrance Balance: 353.73

010.4620.44.02 - Software Maintenance and Subscriptions

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2401304-R1	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	Meter Reading/Inspections Hosted Soft	9500.00	3,254.00

Encumbrance Balance: 3,254.00

Total 4620 - Information Technology - Utility Billing: 3,607.73

4800 - Planning and Zoning

010.4800.04.00 - Professional Services

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2200660-R3	07/01/2024	KIMLEY-HORN AND ASSOCIATES IN	EB-5818 Statesville Greenway Under US	4987.13	8,303.73
2401329-R1	07/01/2024	CODEWRIGHT PLANNERS, LLC	Update the Unified Development Code	148500.00	131,250.00
2500519	09/26/2024	ZACCCHAEUS LEGAL SERVICES	Legal Services - Taxes, Liens, Special Ass	20000.00	20,000.00

Encumbrance Balance: 159,553.73

010.4800.04.01 - Grant Expenditures-Planning

010 - General Fund

4800 - Planning and Zoning

010.4800.04.01 - Grant Expenditures-Planning

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2300557-R2	07/01/2024	STANTEC CONSULTING SERVICES, I	Brownfields Project Consulting Service	341254.01	91,856.64
2300839-R2	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	Brownfields Project Remaining Balance	17688.80	17,688.80
2401231-R1	07/01/2024	SVM HISTORICAL CONSULTING	Garfield/Green St National Registry Non	38700.00	14,850.00
				Encumbrance Balance:	124,395.44

010.4800.33.01 - Supplies-General

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2200667-R3	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	Historic Preservation Commission Decisi	10000.00	10,000.00
				Encumbrance Balance:	10,000.00

010.4800.45.01 - Contracted Services - General

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501245	05/30/2025	MILLER, TERRY	Asbestos Testing for 4 locations	2700.00	2,700.00
2501297	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	Demolish Three Properties Approved by	49265.00	49,265.00
				Encumbrance Balance:	51,965.00

010.4800.53.00 - Dues & Subscriptions

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500192	07/18/2024	TOWN OF MOORESVILLE	Lake Norman Regional Transportation C	11601.00	2,916.89
				Encumbrance Balance:	2,916.89

010.4800.57.02 - Register of Deeds Recordings

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500177	07/18/2024	IREDELL COUNTY REGISTER OF DEEDS	Record Plats and Ordinances	1500.00	476.00
				Encumbrance Balance:	476.00

010.4800.73.00 - Capital Other Improvements

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2100824-R4	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	US21 Sidewalks and Bike Lanes	200096.00	200,096.00
2100825-R4	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	Bicycle Lanes & Sidewalks at Third Creel	77431.00	77,431.00

010 - General Fund

4800 - Planning and Zoning

010.4800.73.00 - Capital Other Improvements

Encumbrance Balance: 277,527.00

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501048	04/08/2025	UNITY DRIVE CONSTRUCTION CO.	Signs For The New Historic District	10000.00	10,000.00

Encumbrance Balance: 10,000.00

Total 4800 - Planning and Zoning: 636,894.06

633,441.17

4810 - Building Standards and Inspections

010.4810.45.01 - Contracted Services - General

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501052	04/08/2025	TYLER TECHNOLOGIES, INC	MyGov software	21792.00	0.00

Encumbrance Balance: 0.00

Total 4810 - Building Standards and Inspections: 0.00

5100 - Police

010.5100.04.00 - Professional Services

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2401115-R1	07/01/2024	CENTRALSQUARE TECHNOLOGIES,	Centralsquare CAD/RMS Suite for Police	192282.10	47,906.62

Encumbrance Balance: 47,906.62

010.5100.33.01 - Supplies-General

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500988	03/20/2025	AT&T	AT&T Fiber Relocation Project	75767.27	75,767.27
2501127	04/29/2025	LAWMEN'S SAFETY SUPPLY INC	Ballistic vest for new hires	5991.23	5,991.23
2501164	05/12/2025	DANA SAFETY SUPPLY	(2) Bergara BPR17-308PDCLE-18	3300.00	3,300.00
2501213	05/22/2025	TWO WAY RADIO OF CAROLINA, I	Handheld radios for other city departme	160600.50	160,600.50

Encumbrance Balance: 245,659.00

010.5100.44.00 - Data Processing

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2401115-R1	07/01/2024	CENTRALSQUARE TECHNOLOGIES,	Centralsquare CAD/RMS Suite for Police	33940.67	383,940.67
2500604	10/23/2024	DELL MARKETING L.P.	Annual Server Warranties	5000.00	5,000.00

Encumbrance Date Range: -

010 - General Fund

5100 - Police

010.5100.44.00 - Data Processing

Encumbrance Balance: 388,940.67

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
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2500888	02/12/2025	LEXIPOL, LLC	Annual LEFTA Shield Suite Subscription	11488.05	11,488.05
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Encumbrance Balance: 11,488.05

010.5100.73.00 - Capital Outlay-Other Improvements

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
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2300819-R2	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	CAPITAL: Metal Roof&Membrane Repl	374238.74	374,238.74
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Encumbrance Balance: 374,238.74

010.5100.74.00 - Capital Outlay-Equipment

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
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2300736-R2	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	Interior Security Cameras for Police Dep	35000.00	35,000.00
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2501129	04/29/2025	GRIFFIN HEATING & AIR CONDITIC	Replacement rooftop HVAC unit	20800.00	20,800.00
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2501235	05/29/2025	GRIFFIN HEATING & AIR CONDITIC	Mini-split HVAC for Washington St. serv	7600.00	7,600.00
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2501237	05/29/2025	HARKEY ELECTRIC INC	Electrical install prep work HVAC Washi	3720.00	3,720.00
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2501256	05/30/2025	CAMPBELL-BROWN, INC	Police Vehicle Equipment for Mustang	5412.87	5,956.63
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2501287	06/04/2025	GLOBAL PUBLIC SAFETY, LLC	Police Equipment Installation for Musta	4095.00	4,095.00
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Encumbrance Balance: 71,810.63

Total 5100 - Police: 1,140,043.71

1,127,959.73

5300 - Fire

010.5300.33.01 - Supplies-General

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
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2500513	09/24/2024	TWO WAY RADIO OF CAROLINA, I	EFJ Kenwood VP8000	38928.00	38,928.00
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2500748	12/16/2024	NORTH AMERICA FIRE EQUIPMEN	Hose Replacement	13860.00	8,040.00
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2500797	01/09/2025	NORTH AMERICA FIRE EQUIPMEN	Various Hoses	15160.00	6,700.00
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Encumbrance Balance: 53,668.00

010.5300.36.00 - Uniforms

010 - General Fund

5300 - Fire

010.5300.36.00 - Uniforms

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501031	04/02/2025	M & H LOGAN LLC	Class A Uniforms	14011.00	3,207.00
2501062	04/08/2025	LOFLIN ENTERPRISES DBA THREAD	Job Shirts	4417.24	4,417.24
2501063	04/08/2025	LOFLIN ENTERPRISES DBA THREAD	Stryke Pants	4101.48	4,101.48
2501115	04/28/2025	READS UNIFORMS, INC	Turnout Gear - E. Harpe	3920.39	3,920.39
2501185	05/19/2025	LOFLIN ENTERPRISES DBA THREAD	Blanket PO for Boots	9500.00	9,500.00
2501186	05/19/2025	READS UNIFORMS, INC	Turnout Gear - Thompson,Fisher, Mitch	11686.17	11,686.17
				Encumbrance Balance:	36,832.28

010.5300.73.00 - Capital Outlay-Other Improvements

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500983	03/20/2025	SAGE SECURITY SOLUTIONS, LLC	Fire Station 3 Access Control	6152.11	3,076.05
2501224	05/28/2025	UNITY DRIVE CONSTRUCTION CO.	Roll Funds for Additional Remodeling	35816.96	23,757.82
2501282	06/04/2025	UNITED SITE SERVICES OF FLORIDA	Combo Shower &Toilet for Renovations	9458.14	9,458.14
				Encumbrance Balance:	36,292.01
				Total 5300 - Fire:	126,792.29

5500 - Engineering

010.5500.04.00 - Professional Services

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501049	04/08/2025	MCADAMS	Engineering Review Services - Sinkhole I	5000.00	1,292.35
				Encumbrance Balance:	1,292.35

010.5500.33.01 - Supplies-General

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501184	05/19/2025	DEPARTMENT OF ADULT CORRECT	Upgrading furniture due to renovations	1240.00	1,240.00
				Encumbrance Balance:	1,240.00

010.5500.73.00 - Capital Outlay-Other Improvements

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501274	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	Unity Drive-Sidewalk Projects	54975.00	54,975.00

010 - General Fund

5500 - Engineering

010.5500.73.00 - Capital Outlay-Other Improvements

Encumbrance Balance: 54,975.00

Total 5500 - Engineering: 57,507.35

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501259	06/02/2025	UNITY DRIVE CONSTRUCTION CO.	Tax, Tag, and title for equipment	5782.63	5,782.63

Encumbrance Balance: 5,782.63

Total 5510 - Public Works-Garage: 5,782.63

5530 - Street Maintenance

010.5530.74.00 - Capital Outlay-Equipment

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501248	05/30/2025	UNITY DRIVE CONSTRUCTION CO.	Emcumbering extra Capital Outlay fund:	93831.06	93,831.06

Encumbrance Balance: 93,831.06

010.5530.79.01 - Street Improvement - Non-Powell Bill

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500542	10/07/2024	MAYMEAD INC	Resurfacing Year 24-25 Annual Project	0	50,440.00
2501348	06/30/2025	COUNTRY BOY LANDSCAPING INC	Sidewalk Construction on Stockton and	78648.92	78,648.92

Encumbrance Balance: 129,088.92

Total 5530 - Street Maintenance: 222,919.98

5535 - Street Construction

010.5535.04.00 - Professional Services - Engineering - E102

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501335	06/23/2025	MICHAEL BAKER ENGINEERING	Testing on Resurfacing Project	17220.00	17,220.00

Encumbrance Balance: 17,220.00

010.5535.25.00 - Traffic Control - E109

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2400192-R1	07/01/2024	MODERN INFORMATION SERVICE	Two Hour Parking Signs	41.78	41.78
2500220	07/24/2024	SOLAR THINGZ, INC	Crosswalk Signs REVERSED	4233.84	4,233.84
2501273	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	Unity Drive for Powell Bill Expenses	74670.63	78,476.68

010 - General Fund

5535 - Street Construction

010.5535.25.00 - Traffic Control - E109

Encumbrance Balance: 82,752.30

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501273	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	Unity Drive for Powell Bill Expenses	0	2,177.42
2501348	06/30/2025	COUNTRY BOY LANDSCAPING INC	Sidewalk Construction on Stockton and	419361.08	419,361.08
				Encumbrance Balance:	421,538.50

010.5535.79.05 - Paving & Resurfacing - E103

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500542	10/07/2024	MAYMEAD INC	Resurfacing Year 24-25 Annual Project	1070661.45	1,070,661.45
2501027	04/01/2025	COUNTRY BOY LANDSCAPING INC	Water and Meeting Street Improvemen	249680.00	249,680.00
2501273	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	Unity Drive for Powell Bill Expenses	463068.22	177,426.83
				Encumbrance Balance:	1,497,768.28

010.5535.79.10 - Maintenance - E104

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2401335-R1	07/01/2024	BLUE RIDGE STRIPING LLC	Restriping of Existing Roads	145050.00	78,464.25
2501273	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	Unity Drive for Powell Bill Expenses	171011.79	163,118.97
				Encumbrance Balance:	241,583.22

010.5535.79.20 - Snow & Ice Removal - E105

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501273	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	Unity Drive for Powell Bill Expenses	11243.31	12,293.31
				Encumbrance Balance:	12,293.31

010.5535.79.25 - Greenways - E116

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500542	10/07/2024	MAYMEAD INC	Resurfacing Year 24-25 Annual Project	78058.00	78,058.00
2501273	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	Unity Drive for Powell Bill Expenses	44000.00	44,000.00
				Encumbrance Balance:	122,058.00

010.5535.79.40 - Curb & Gutter - E107

010 - General Fund

5535 - Street Construction

010.5535.79.40 - Curb & Gutter - E107

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501273	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	Unity Drive for Powell Bill Expenses	59916.00	55,896.00
Encumbrance Balance:					55,896.00
Total 5535 - Street Construction:					2,451,109.61

5580 - Sanitation

010.5580.73.00 - Capital Outlay-Other Improvements

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501255	05/30/2025	UNITY DRIVE CONSTRUCTION CO.	Emcumbering extra Capital Outlay fund: 22502.00		22,502.00
Encumbrance Balance:					22,502.00
Total 5580 - Sanitation:					22,502.00

6210 - Recreation-Administration

010.6210.33.01 - Supplies-General

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501192	05/20/2025	BELNICK HOLDCO	STACKING BANQUET CHAIRS FOR SFAC	6811.21	6,811.21
Encumbrance Balance:					6,811.21

010.6210.45.01 - Contracted Services - General

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500351	08/20/2024	HENDRIX LUMBER CO	PLAYGROUND MULCH FOR PARKS	1200.00	1,200.00
2501211	05/22/2025	CUSTOM COATINGS, INC	IMPROVEMENTS TO CALDWELL PARK TI	17653.00	17,653.00
REQ00138-R7	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	171259-Sponsorships	7609.00	7,609.00
Encumbrance Balance:					26,462.00

010.6210.73.00 - Capital Outlay-Other Improvements

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2100924-R4	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	REBUILD BRICK WALL AROUND GENERA	30000.00	30,000.00
2300521-R2	07/01/2024	TIMMONS GROUP	DESIGN, PERMITS FOR PEDESTRIAN BRII	3750.00	3,750.00
2500472	09/16/2024	GEOSURFACES SOUTHEAST, INC	CAPITAL- RESURFACE TENNIS COURTS A	232000.00	56,312.00
2500503	09/24/2024	B & I HEATING, AC & ELECTRICAL L	CAPITAL REPLACEMENT SFAC HVAC UNI	67885.00	67,885.00
2501101	04/21/2025	M. MICHAEL ELKIS CO., INC	CAPITAL REPLACEMENT OF PARTITION \	85698.00	85,698.00

010 - General Fund

6210 - Recreation-Administration

010.6210.73.00 - Capital Outlay-Other Improvements

2501251	05/30/2025	B & I HEATING, AC & ELECTRICAL L	CAP SUPPLY SOCKS FOR GYM & AEROBI	15850.00	15,850.00
REQ00120-R7	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	081509-Greenway	3855.89	232,082.89

Encumbrance Balance: 491,577.89

010.6210.74.00 - Capital Outlay-Equipment

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2401295-R1	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	CAPITAL STORAGE BUILDING SFAC	15000.00	3,637.25
2501173	05/12/2025	CTH RENTALS, LLC	CAPITAL SFAC STORAGE SHED 14 X 16 LI	7849.75	7,849.75
2501204	05/22/2025	MUSCO SPORTS LIGHTING, LLC	CAPITAL FURNISH INSTALL 400 AMP ELI	46113.00	46,113.00

Encumbrance Balance: 57,600.00

Total 6210 - Recreation-Administration: 582,451.10

6240 - Recreation-Park Maintenance

010.6240.15.01 - Maint and Repair - Bldgs & Grnds

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500351	08/20/2024	HENDRIX LUMBER CO	PLAYGROUND MULCH FOR PARKS	1200.00	1,200.00

Encumbrance Balance: 1,200.00

010.6240.33.01 - Supplies-General

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500917	02/25/2025	JAMES RIVER EQUIPMENT-CHARLC	2024 LOFLIN 78" ROOT GRAPPLE	3650.00	3,650.00

Encumbrance Balance: 3,650.00

010.6240.68.00 - Appearance Commission

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501294	06/04/2025	ROIG,MICHAEL W	PURCHASE OF SCULPTURE BY MIKE ROIG	1100.00	550.00
2501298	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	SCULPTURE BASES	5000.00	5,000.00

Encumbrance Balance: 5,550.00

010.6240.68.10 - Sculpture Garden

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2400767-R1	07/01/2024	ROSS, JOHN	COMMISSIONED PUBLIC ART PIECE JOIN	12500.00	12,500.00

010 - General Fund

6240 - Recreation-Park Maintenance

010.6240.68.10 - Sculpture Garden

2501294	06/04/2025	ROIG,MICHAEL W	PURCHASE OF SCULPTURE BY MIKE ROIG	10900.00	5,450.00
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Encumbrance Balance:	17,950.00
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010.6240.73.00 - Capital Outlay-Other Improvements

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2300518-R2	07/01/2024	CONCRETE SUPPLY CO LLC	CAPITAL: Soccer Park Maintenance Buil	3600.00	3,600.00
2300717-R2	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	CAPITAL BUILDING MAINTENANCE STOF	23775.67	23,775.67
2300718-R2	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	CAPITAL PARK MAINTENANCE BUILDING	19000.00	19,000.00
2300743-R2	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	CAPITAL CEMETERY CURBING	47000.00	47,000.00
2401340-R1	07/01/2024	CUSTOM CONCRETE DEVELOPME	CAPITAL IMPROVEMENT BRISTOL ROAD	16000.00	3,570.00
2401362-R1	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	CAPITAL IMPROVEMENTS ALEX COOPER	253583.00	253,583.00
2401363-R1	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	CAPITAL IMPROVEMENTS AT MLK JR PA	188950.00	185,731.16
2501157	05/12/2025	BONITZ FLOORING GROUP, INC	CAPITAL REFLOORING COB LOWER LEVE	5265.00	5,265.00
2501209	05/22/2025	ZENECA LLC	CAPITAL KIMBROUGH PARK IMPROVEM	29440.00	29,440.00
2501210	05/22/2025	TIM JOHNSON LANDSCAPING INC	CAPITAL BROOKDALE LAKE PARK PUMP	19603.71	19,603.71
2501214	05/22/2025	PLAYWORLD PREFERRED, INC	CAPITAL IMPROVEMENTS KIMBROUGH	154951.90	154,951.90
2501278	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	CAPITAL NEW PARK SIGNAGE	30000.00	30,000.00
2501279	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	CAPITAL CITY HALL PLASTER REPAIR	30000.00	30,000.00
2501283	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	COB REPLACE 1ST FLOOR BATHROOM F	11912.97	11,912.97
2501284	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	CAPITAL COB REPLACE FLOOR/REPAINT	56418.32	53,521.32
2501300	06/05/2025	TEMPERATURE DESIGN, LLC	CAP REPLACE HVAC 2ND FLOOR CITY HA	64890.62	64,890.62
2501305	06/09/2025	UNITY DRIVE CONSTRUCTION CO.	CAPITAL KIMBROUGH PARK IMPROVEM	90525.71	90,525.71
REQ00120-R7	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	081509-Greenway	0	150,000.00
				Encumbrance Balance:	1,176,371.06
				Total 6240 - Recreation-Park Maintenance:	1,204,721.06
				Total 010 - General Fund:	6,781,983.44

500.6500.04.00 - Professional Services

500 - Airport Fund

6500 - Airport Administration

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501295	06/04/2025	WSP USA INC	PFAS Additionl Investigation - old Lowes	29612.00	29,612.00
Encumbrance Balance:					29,612.00
Total 6500 - Airport Administration:					29,612.00
Total 500 - Airport Fund:					29,612.00

530 - Electric

8100 - Electric Operations

530.8100.04.00 - Professional Services

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501032	04/02/2025	LANGAN NC, INC	GIS On-Call Services	25000.00	17,120.00
2501249	05/30/2025	PROGRESSIVE ENGINEERING CON	PEC Cost Estimate for 2025 Arc Flash St	30000.00	30,000.00
Encumbrance Balance:					47,120.00

530.8100.15.02 - Maint and Repair - Equipment

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501153	05/07/2025	SENSUS	Equipment repair	175.86	175.86
Encumbrance Balance:					175.86

530.8100.67.02 - Substation Maintenance

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500910	02/25/2025	SUNBELT SOLOMON SERVICES, LLC	Remove GE transformer, Substation 2	7150.00	7,150.00
Encumbrance Balance:					7,150.00

530.8100.70.00 - Capital Outlay-Electric Distrib

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2400472-R1	07/01/2024	PROGRESSIVE ENGINEERING CON	Construction Assembly Units	1618.85	1,618.85
2400674-R1	07/01/2024	PROGRESSIVE ENGINEERING CON	Capital Airport Project	199886.80	192,079.88
2400700-R1	07/01/2024	PROGRESSIVE ENGINEERING CON	Maymead	122392.62	114,737.54
2400741-R1	07/01/2024	PROGRESSIVE ENGINEERING CON	CAPITAL Five Points Traffic Circle NCDO	28010.63	8,553.65
2400933-R1	07/01/2024	PROGRESSIVE ENGINEERING CON	CAPITAL: Vance Hotel Electric Dist & Exp	24692.69	10,793.44
2500248	07/25/2024	UTILITY PARTNERS OF AMERICA, L	CAPITAL DISTRIBUTION BLANKET PO Co	1500000.00	329,146.14

530 - Electric**8100 - Electric Operations****530.8100.70.00 - Capital Outlay-Electric Distrib**

2500293	08/06/2024	PROGRESSIVE ENGINEERING CON	Ckt 52 5kV Conversion	41919.43	7,728.82
2500393	08/27/2024	3C DYNAMICS, INC	CAPITAL - Fiber Plant 1 288 Ring to WOC	114378.70	45,690.00
2500394	08/27/2024	3C DYNAMICS, INC	CAPITAL - Fiber Plant 2 288 Ring (2 of 2)	243088.48	96,730.00
2500554	10/14/2024	PROGRESSIVE ENGINEERING CON	CAPITAL - Police Dept Improvement and	51897.37	29,834.95
2500673	11/20/2024	WESCO DISTRIBUTION, INC	CAPITAL - REGULATORS & CONTROLLER	168567.00	168,567.00
2500811	01/16/2025	WESCO DISTRIBUTION, INC	CAPITAL - Delivery 4 Kuhlman Power	64530.47	36,118.80
2500813	01/16/2025	PROGRESSIVE ENGINEERING CON	CAPITAL - I-40 Crossing NCDOT I-3819A	43366.81	41,203.36
2500879	02/10/2025	WESCO RECEIVABLES CORP.	WO# 2410066 - 5 Points Round-A-Bout	29730.00	29,730.00
2500978	03/17/2025	PROGRESSIVE ENGINEERING CON	Westminster Drive / 109 Brandy Lane Pl	18487.36	15,443.78
2500979	03/17/2025	PROGRESSIVE ENGINEERING CON	Circuit 65 - 4 kV Conversion	28433.47	23,673.69
2501121	04/29/2025	DATAVOICE INTERNATIONAL	CAPITAL - OMS - Outage Management S	248792.50	124,396.24

Encumbrance Balance: **1,276,046.14****530.8100.73.00 - Capital Outlay Other Improvements**

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2401127-R1	07/01/2024	WESCO DISTRIBUTION, INC	CAPITAL Single Phase Regulators	191706.00	191,706.00

Encumbrance Balance: **191,706.00****530.8100.74.00 - Capital Outlay Equipment**

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2300720-R2	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	CAPITAL-New Line Truck for New Crew	375000.00	375,000.00
2300721-R2	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	CAPITAL-New bucket truck for new crew	375000.00	375,000.00
2501221	05/28/2025	UNITY DRIVE CONSTRUCTION CO.	DMV Charges for 2025 Ford F-600 4WD	36000.00	36,000.00

Encumbrance Balance: **786,000.00****Total 8100 - Electric Operations: 2,308,198.00****Total 530 - Electric: 2,308,198.00****550 - Water and Sewer Fund****5581 - Sewer Maintenance****550.5581.04.00 - Professional Services**

550 - Water and Sewer Fund

5581 - Sewer Maintenance

550.5581.04.00 - Professional Services

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501074	04/14/2025	RAFTELIS FINANCIAL CONSULTANT	W-S System Development Fee Rate Stuc	44870.00	44,200.00

Encumbrance Balance: 44,200.00

550.5581.74.00 - Capital Outlay-Equipment

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501338	06/23/2025	UNITY DRIVE CONSTRUCTION CO.	CAPITAL: Tax, Tage, Title & truck access	13531.75	13,531.75

Encumbrance Balance: 13,531.75

550.5581.75.00 - Capital Improvement Sewer

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2100597-R4	07/01/2024	MCGILL ASSOCIATES PA	Eng Svcs / Elevated Sewer Relocation	25836.00	25,256.00
2300503-R2	07/01/2024	TIMMONS GROUP, INC	Exit 45 Sewer Expansion	163100.00	123,656.00
2500855	02/04/2025	GAVEL & DORN ENGINEERING, PLLC	CAPITAL: SEWER AIA	545640.00	463,038.72
2501258	06/02/2025	UNITY DRIVE CONSTRUCTION CO.	CAPITAL: Sewer Maintenance Projects	84999.98	84,999.98

Encumbrance Balance: 696,950.70

Total 5581 - Sewer Maintenance: 754,682.45

5582 - Water Maintenance

550.5582.04.00 - Professional Services

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2401198-R1	07/01/2024	MCGILL ASSOCIATES PA	Consulting Services - Water & Sewer Ra	80400.00	28,600.00

Encumbrance Balance: 28,600.00

550.5582.15.03 - Maint and Repair - Auto & Truck

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501022	03/27/2025	GODWIN MANUFACTURING, CO	REPLACEMENT DUMP TRUCK BED TRUC	14097.00	14,097.00

Encumbrance Balance: 14,097.00

550.5582.64.00 - Capital Improvement Water

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2400681-R1	07/01/2024	TIMMONS GROUP, INC	CAPITAL: Arey Rd Expension Proj (SW Pr	510850.00	409,400.00

550 - Water and Sewer Fund

5582 - Water Maintenance

550.5582.64.00 - Capital Improvement Water

2401360-R1	07/01/2024	TEC UTILITIES SUPPLY, INC	CAPITAL: Augusta Dr & Camden Rd inte	47275.30	31,975.69
2501272	06/04/2025	UNITY DRIVE CONSTRUCTION CO.	CAPITAL: Arey Road Project	3000000.00	3,000,000.00

Encumbrance Balance: 3,441,375.69

550.5582.69.01 - Water Maintenance - Supplies

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2400699-R1	07/01/2024	FERGUSON ENTERPRISES INC	Water Meters	292962.61	34,945.07
2501304	06/09/2025	COUNTRY BOY LANDSCAPING INC	Front & Tradd St Emergency Sinkhole R	256906.05	256,906.05
2501308	06/09/2025	UNITY DRIVE CONSTRUCTION CO.	Additional Funds for Sinkhole Repair Pro	26093.95	16,343.95

Encumbrance Balance: 308,195.07

550.5582.69.17 - Backflow Expenditures

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501136	05/05/2025	LCG OF NC, INC	City Backflow Program	2600.00	850.00

Encumbrance Balance: 850.00

Total 5582 - Water Maintenance: 3,793,117.76

8220 - Water Purification

550.8220.04.00 - Professional Services

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2300660-R2	07/01/2024	HIGHFILL INFRASTRUCTURE ENGIN	CAPITAL: Caustic Tanks Replacement	21935.00	12,716.34

Encumbrance Balance: 12,716.34

550.8220.18.00 - Postage

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500365	08/22/2024	SOUTHDATA, INC	Printing and Postage Services	0	0.00

Encumbrance Balance: 0.00

550.8220.45.01 - Contracted Serv-General

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501191	05/20/2025	LCG OF NC, INC	Water Resources : Backflow Testing & R	500.00	500.00

Encumbrance Balance: 500.00

550.8220.73.00 - Capital Outlay Other Imp

550 - Water and Sewer Fund

8220 - Water Purification

550.8220.73.00 - Capital Outlay Other Imp

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500635	11/06/2024	J CUMBY CONSTRUCTION, INC	CAPITAL: Yadkin River Pump Station	2886200.00	1,669,599.50

Encumbrance Balance: 1,669,599.50

550.8220.74.00 - Capital Outlay-Equipment

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2300405-R2	07/01/2024	MCGILL ASSOCIATES PA	South Yadkin Pump Station Upgrades	194501.50	129,471.50
2500967	03/11/2025	LOCKE-LANE CONSTRUCTION, INC	CAPITAL:WTP Caustic Tank Replacemen	821128.00	248,445.60
2500984	03/20/2025	CHARLES R UNDERWOOD, INC	CAPITAL: Valve Replacements	28557.50	28,557.50
2500985	03/20/2025	CHARLES R UNDERWOOD, INC	CAPITAL: Valve Replacement	22500.00	22,500.00
2501170	05/12/2025	CHARLES R UNDERWOOD, INC	CAPITAL: Valve Replacement	183884.56	183,884.56

Encumbrance Balance: 612,859.16

Total 8220 - Water Purification: 2,295,675.00

8230 - Third Creek WWTP

550.8230.04.00 - Professional Services

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2401105-R1	07/01/2024	WILLIS ENGINEERS	Engineering Study: TC renovation & exp	35000.00	10,449.58

Encumbrance Balance: 10,449.58

550.8230.15.01 - Maint and Repair - Bldgs & Grnds

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500542	10/07/2024	MAYMEAD INC	Resurfacing Year 24-25 Annual Project	50448.00	50,448.00

Encumbrance Balance: 50,448.00

550.8230.73.00 - Capital Outlay Other Imp

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2401368-R1	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	CAPITAL: Paving at truck and tractor she	52000.00	52,000.00

Encumbrance Balance: 52,000.00

550.8230.74.00 - Capital Outlay-Equipment

550 - Water and Sewer Fund

8230 - Third Creek WWTP

550.8230.74.00 - Capital Outlay-Equipment

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501015	03/26/2025	DIVERSIFIED INTEGRATION, INC	CAPITAL: TC SCADA System Upgrade	168595.00	168,595.00
2501247	05/30/2025	DIVERSIFIED INTEGRATION, INC	Capital: TC SCADA Upgrade	25245.00	25,245.00
2501319	06/11/2025	UNITY DRIVE CONSTRUCTION CO.	CAPITAL: Plant Generator	880000.00	880,000.00
				Encumbrance Balance:	1,073,840.00
				Total 8230 - Third Creek WWTP:	1,186,737.58

8240 - Fourth Creek WWTP

550.8240.04.00 - Professional Services

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2400934-R1	07/01/2024	PROGRESSIVE ENGINEERING CON	4th Creek WWTP Electrical Upgrade Phase	38908.88	18,359.30
				Encumbrance Balance:	18,359.30

550.8240.45.01 - Contracted Serv-General

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501191	05/20/2025	LCG OF NC, INC	Water Resources : Backflow Testing & R	2500.00	1,000.00
				Encumbrance Balance:	1,000.00

550.8240.73.00 - Capital Outlay Other Imp

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2400217-R1	07/01/2024	MCGILL ASSOCIATES PA	CAPITAL: FC Equalization Basin	112500.00	98,125.00
				Encumbrance Balance:	98,125.00

550.8240.74.00 - Capital Outlay-Equipment

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
1900970-R6	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	Capital-Electrical Transfer Switches	60000.00	60,000.00
2200615-R3	07/01/2024	CAROLINA CAT	Replace Main FC Generator	198669.00	198,669.00
2300846-R2	07/01/2024	UNITY DRIVE CONSTRUCTION CO.	WWTP Standby Generator / Switchgear	895850.00	696,500.97
2401126-R1	07/01/2024	G L WILSON BUILDING CO	FC WWTP Emergency Power Upgrade	205000.00	91,000.00
2401194-R1	07/01/2024	KEMP CONSTRUCTION INC	CAPITAL: Aeration Basin Aerators -Insta	56870.00	56,870.00
2500625	11/05/2024	GUY M TURNER, INC	CAPITAL: setting ATS for new generator	6250.00	450.00

550 - Water and Sewer Fund

8240 - Fourth Creek WWTP

550.8240.74.00 - Capital Outlay-Equipment

2501083	04/15/2025	KEMP CONSTRUCTION INC	CAPITAL: Emergency Bypass Suction Pip	29785.00	29,785.00
2501110	04/28/2025	KEMP CONSTRUCTION INC	CAPITAL: Install two new Lightnin areat	61970.00	61,970.00
2501189	05/19/2025	LEVEL 4 ELECTRIC, LLC	CAPITAL: FC Generator/Switchgear Proje	86387.50	86,387.50
Encumbrance Balance:					1,281,632.47
Total 8240 - Fourth Creek WWTP:					1,399,116.77
Total 550 - Water and Sewer Fund:					9,429,329.56

570 - Stormwater

8250 - Stormwater

570.8250.04.00 - Professional Services

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2501188	05/19/2025	MCADAMS	Statesville MS4 Program Support	62800.00	62,800.00
Encumbrance Balance:					62,800.00
570.8250.73.00 - Capital Improvement					
Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2400798-R1	07/01/2024	FREESE AND NICHOLS, INC	Capital-Project Toria and Beauty	166623.46	101,553.46
2501008	03/24/2025	COUNTRY BOY LANDSCAPING INC	Capital Project Caldwell St Sinkhole	98107.00	98,107.00
Encumbrance Balance:					199,660.46
Total 8250 - Stormwater:					262,460.46
Total 570 - Stormwater:					262,460.46

580 - Civic Center

6250 - Civic Center

580.6250.73.00 - Capital Outlay-Other Imp

Purchase Order	Issued Date	Vendor	Description	Encumbrance Amount	Outstanding Balance
2500438	09/04/2024	CLARK-POWELL ASSOCIATES, INC	Media room audio visual equipment upi	61611.00	1,514.00
2501301	06/05/2025	UNITY DRIVE CONSTRUCTION CO.	CAPITAL CIVIC CENTER AV EQUIPMENT I	120000.00	120,000.00
2501302	06/05/2025	UNITY DRIVE CONSTRUCTION CO.	CAPITAL CIVIC CENTER BANQUET CHAIR	55000.00	55,000.00
Encumbrance Balance:					176,514.00
Total 6250 - Civic Center:					176,514.00

580 - Civic Center

6250 - Civic Center

580.6250.73.00 - Capital Outlay-Other Imp

Total 580 - Civic Center: 176,514.00

Fund Summary

Fund	Amount
010 - General Fund	6,781,983.44
500 - Airport Fund	29,612.00
530 - Electric	2,308,198.00
550 - Water and Sewer Fund	9,429,329.56
570 - Stormwater	262,460.46
580 - Civic Center	176,514.00
Report Total	18,988,097.46

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: John Ferguson

DATE: 8/7/2025 4:13 PM

ACTION NEEDED ON: August 18, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider rejecting the bid taken by the City on June 9, 2025 for the South Development Area Project because the project only received one bid, totaling \$10,809,513 for the base bid, exceeded the available budget for the work.

1. Summary of Information:

The project only received one bid, submitted by Triangle Grading and Paving, after being re-advertised for a second bidding period. The bid, totaling \$10,809,513 for the base bid, exceeded the available budget for the work. The bid for the project included both site preparation of the area and construction of a 12,000 square foot hangar. It is anticipated that the project could draw additional bidder interest by rejecting this bid and re-advertising as two independent projects, with some modifications to the project to reduce cost. This project is funded 100% with the State Transportation Reserve Directed Funds (TRDF).

2. Previous Council or Relevant Actions:

Approved funds to construct the terminal building and additional capital improvements.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

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

Connecting Our Communities: N/A

Strategic Plan Values: We value City Staff.

This project will increase the availability of pad ready sites for the future construction of aircraft hangars.

4. Budget/Funding Implications:

None at this time but this project is 100% funded with TRDF funds.

5. Consequences for Not Acting:

Project cannot start.

6. Department Recommendation:

Airport staff and our consultants recommend rejecting the bid

7. Manager Comments:

I concur with the department recommendation.

8. Next Steps:

Amend the grading plans to remove the hangar and re-bid the grading and hangar construction as two separate bids.

9. Attachments:

1. SVH - South Dev - Unit Cost Analysis

STATESVILLE REGIONAL AIRPORT
SOUTH DEVELOPMENT AREA
UNIT COST ANALYSIS
REBID OPENING JUNE 9, 2025



Triangle Grading and Paving, Inc.
PO Drawer 2570
Burlington, NC 27215

BID SCHEDULE 1 - PAVING, UTILITIES, DEMOLITION, AND EROSION CONTROL

ITEM #	SPEC NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1.01	C-105	Mobilization	1	LS	\$ 250,000.00	\$ 250,000.00
1.02	C-100	Contractor Quality Control Program (CQCP)	1	LS	\$ 235,000.00	\$ 235,000.00
1.03	S-100	Construct Sediment Basin S1	1	LS	\$ 375,000.00	\$ 375,000.00
1.04	S-100	Landscape Tree	1	EA	\$ 1,300.00	\$ 1,300.00
1.05	S-100	Modify Sediment Basin S1 to Sand Filter	1	LS	\$ 180,000.00	\$ 180,000.00
1.06	S-100	Construct 16' Automated Vehicle Gate	1	EA	\$ 30,000.00	\$ 30,000.00
1.07	S-100	Construct 20' Automated Vehicle Gate	4	EA	\$ 30,500.00	\$ 122,000.00
1.08	S-100	Air Release Valve in Vault	2	EA	\$ 17,500.00	\$ 35,000.00
1.09	S-100	Curb Stops	39	EA	\$ 175.00	\$ 6,825.00
1.10	S-100	Taxiway Reflectors, L-853	13	EA	\$ 250.00	\$ 3,250.00
1.11	S-110	Utility Allowance	1	LS	\$ 100,000.00	\$ 100,000.00
1.12	S-140	Pipe Removal (12" to 24")	50	LF	\$ 25.00	\$ 1,250.00
1.13	S-140	Drop Inlet/Junction Manhole Removal	2	EA	\$ 1,800.00	\$ 3,600.00
1.14	S-140	12" Water Line Removal	900	LF	\$ 17.00	\$ 15,300.00
1.15	S-140	8" Gravity Sewer Line Removal	1,000	LF	\$ 20.00	\$ 20,000.00
1.16	S-140	6" Force Main Removal	900	LF	\$ 18.00	\$ 16,200.00
1.17	S-140	Electrical Line Removal	1,200	LF	\$ 5.00	\$ 6,000.00
1.18	S-140	Electrical Pole/Lightpole Removal	6	EA	\$ 550.00	\$ 3,300.00
1.19	S-140	Fence Removal	800	LF	\$ 5.00	\$ 4,000.00
1.20	S-140	Gate Removal	1	EA	\$ 1,000.00	\$ 1,000.00
1.21	S-140	Dilapidated Building Removal	1	LS	\$ 16,500.00	\$ 16,500.00
1.22	S-140	Gravel Removal	11,700	SY	\$ 2.50	\$ 29,250.00
1.23	S-140	Miscellaneous Debris Removal	50	Ton	\$ 64.00	\$ 3,200.00
1.24	P-101	Pavement Removal	3,300	SY	\$ 5.00	\$ 16,500.00
1.25	P-110	No. 57 Washed Stone	1,000	CY	\$ 92.00	\$ 92,000.00
1.26	P-110	Rip Rap - Class B	400	CY	\$ 130.00	\$ 52,000.00
1.27	P-110	Rip Rap - Class 1	400	CY	\$ 120.00	\$ 48,000.00
1.28	P-110	Rip Rap - Class 2	200	CY	\$ 110.00	\$ 22,000.00

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1.29	P-115	Rock Check Dam	1	EA	\$	1,300.00	\$	1,300.00
1.30	P-115	Temporary Silt Fence (including install and removal)	3,700	LF	\$	4.00	\$	14,800.00
1.31	P-120	Temporary Erosion Control Matting	8,300	SY	\$	1.90	\$	15,770.00
1.32	P-120	Turf Reinforcement Matting	1,660	SY	\$	2.45	\$	4,067.00
1.33	P-130	Rock Pipe Inlet Protection	1	EA	\$	4,200.00	\$	4,200.00
1.34	P-130	Hardware Cloth and Gravel Inlet Protection	32	EA	\$	625.00	\$	20,000.00
1.35	P-135	Temporary Slope Drain	200	LF	\$	45.00	\$	9,000.00
1.36	P-209	Crushed Aggregate Base Course	1,700	CY	\$	125.00	\$	212,500.00
1.37	P-501	Cement Concrete Pavement	3,000	CY	\$	445.00	\$	1,335,000.00
1.38	P-620	Temporary Runway and Taxiway Marking	440	SF	\$	5.00	\$	2,200.00
1.39	P-620	Permanent Runway and Taxiway Marking	440	SF	\$	5.00	\$	2,200.00
1.40	F-162	Chain-Link Fence	1,790	LF	\$	48.00	\$	85,920.00
1.41	H-101	Aircraft Storage Hangar (120' x 100')	1	LS	\$	1,940,001.00	\$	1,940,001.00
1.42	T-901	Temporary Seeding	10	AC	\$	1,950.00	\$	19,500.00
1.43	T-901	Permanent Seeding	5	AC	\$	3,250.00	\$	16,250.00
1.44	T-901	Flexterra HP-FGM (or approved equivalent)	4,000	SY	\$	1.55	\$	6,200.00
1.45	T-905	Topsoil (Furnished from Off the Site)	20,000	SY	\$	2.75	\$	55,000.00
1.46	T-908	Mulching	15	AC	\$	1,850.00	\$	27,750.00
1.47	DOT-100	Concrete Curb, NCDOT 846.01	1,900	LF	\$	45.00	\$	85,500.00
1.48	DOT-100	Frame, Grate & Hood (Catch Basin), NCDOT 840.03	8	EA	\$	1,200.00	\$	9,600.00
1.49	DOT-100	Aggregate Base Course	900	CY	\$	125.00	\$	112,500.00
1.50	DOT-100	Asphalt Concrete Intermediate Course, I19.0C	200	Ton	\$	140.00	\$	28,000.00
1.51	DOT-100	Asphalt Concrete Surface Course, S9.5C	900	Ton	\$	150.00	\$	135,000.00
1.52	DOT-100	Pavement Markings	600	SF	\$	5.00	\$	3,000.00
1.53	City Std.	Precast Manhole	12	EA	\$	10,500.00	\$	126,000.00
1.54	City Std.	Outside Drop Manhole	1	EA	\$	21,000.00	\$	21,000.00
1.55	City Std.	8" SDR 26 PVC, Gravity Sewer Pipe	2,500	LF	\$	98.00	\$	245,000.00

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1.56	City Std.	Class 350 Ductile Iron Pipe, 6", (Incl. All Fittings)	1,000	LF	\$	155.00	\$	155,000.00
1.57	City Std.	6" AWWA C900-22 PVC, Force Main Pipe	1,000	LF	\$	105.00	\$	105,000.00
					Subtotal		\$	6,485,733.00

BID SCHEDULE 2 - SITE PREPARATION

ITEM #	SPEC NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2.01	C-105	Mobilization	1	LS	\$ 200,000.00	\$ 200,000.00
2.02	P-151	Clearing and Grubbing	23	AC	\$ 18,600.00	\$ 427,800.00
2.03	P-152	Unclassified Excavation	11,000	CY	\$ 21.00	\$ 231,000.00
2.04	P-152	Borrow Excavation	111,000	CY	\$ 16.00	\$ 1,776,000.00
2.05	P-152	Unsuitable Excavation	1,100	CY	\$ 9.00	\$ 9,900.00
2.06	D-701	18" Class III Reinforced Concrete Pipe	624	LF	\$ 120.00	\$ 74,880.00
2.07	D-701	18" Class V Reinforced Concrete Pipe	216	LF	\$ 145.00	\$ 31,320.00
2.08	D-701	24" Class III Reinforced Concrete Pipe	648	LF	\$ 170.00	\$ 110,160.00
2.09	D-701	24" Class V Reinforced Concrete Pipe	112	LF	\$ 195.00	\$ 21,840.00
2.10	D-701	30" Class III Reinforced Concrete Pipe	280	LF	\$ 200.00	\$ 56,000.00
2.11	D-701	30" Class V Reinforced Concrete Pipe	216	LF	\$ 235.00	\$ 50,760.00
2.12	D-701	36" Class V Reinforced Concrete Pipe	112	LF	\$ 325.00	\$ 36,400.00
2.13	D-701	42" Class III Reinforced Concrete Pipe	176	LF	\$ 350.00	\$ 61,600.00
2.14	D-701	48" Class III Reinforced Concrete Pipe	88	LF	\$ 400.00	\$ 35,200.00
2.15	D-701	48" Class V Reinforced Concrete Pipe	136	LF	\$ 510.00	\$ 69,360.00
2.16	D-701	54" Class III Reinforced Concrete Pipe	88	LF	\$ 560.00	\$ 49,280.00
2.17	D-701	54" Class V Reinforced Concrete Pipe	144	LF	\$ 690.00	\$ 99,360.00
2.18	D-702	60" Class III Reinforced Concrete Pipe	96	LF	\$ 620.00	\$ 59,520.00
2.19	D-701	60" HDPE Pipe	1,080	LF	\$ 330.00	\$ 356,400.00
2.20	D-751	Drop Inlet, Depth per Plans, 50,000 lb Aircraft Rated Drop Inlet with Neenah Foundry R-3210-Q Frame and Grate (or approved equivalent)	7	EA	\$ 18,500.00	\$ 129,500.00

STATESVILLE REGIONAL AIRPORT SOUTH DEVELOPMENT AREA UNIT COST ANALYSIS REBID OPENING JUNE 9, 2025							Triangle Grading and Paving, Inc. PO Drawer 2570 Burlington, NC 27215	
2.21	D-751	Drop Inlet, Depth per Plans, NCDOT 840.14 Drop Inlet with U.S. Foundry 4139/6002 Frame and Grate (or approved equivalent)	22	EA	\$	17,500.00	\$	385,000.00
2.22	D-751	Drop Inlet, Depth per Plans - NCDOT 840.14 Drop Inlet with 840.20 Frame and Grate	3	EA	\$	17,500.00	\$	52,500.00
Subtotal					\$		\$	4,323,780.00

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ADDITIVE BID 1 - ADDITIONAL PARKING PAVING

ITEM #	SPEC NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A1-1	C-105	Mobilization	1	LS	\$ 0.01	\$ 0.01
A1-2	S-100	Curb Stops	230	EA	\$ 175.00	\$ 40,250.00
A1-3	DOT-100	Concrete Curb, NCDOT 846.01	600	LF	\$ 45.00	\$ 27,000.00
A1-4	DOT-100	Aggregate Base Course	1,100	CY	\$ 125.00	\$ 137,500.00
A1-5	DOT-100	Asphalt Concrete Surface Course, S9.5C	1,140	Ton	\$ 150.00	\$ 171,000.00
A1-6	DOT-100	Pavement Markings	2,100	SF	\$ 2.50	\$ 5,250.00
Subtotal					\$	381,000.01

ADDITIVE BID 2 - ADDITIONAL TAXILANE PAVING

ITEM #	SPEC NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
A2-1	C-105	Mobilization	1	LS	\$ 0.01	\$ 0.01
A2-2	P-209	Crushed Aggregate Base Course	800	CY	\$ 125.00	\$ 100,000.00
A2-3	P-501	Cement Concrete Pavement	1,300	CY	\$ 445.00	\$ 578,500.00
Subtotal					\$	678,500.01

CONSTRUCTION TOTALS				GRAND TOTAL	
BASE BID (BID SCHEDULE 1 & 2)				APPAR. LOW \$	10,809,513.00
ADDITIVE BID 1				\$	381,000.01
ADDITIVE BID 2				\$	678,500.01
GRAND TOTAL (BASE + ADDITIVE 1 + ADDITIVE 2)				\$	11,869,013.02
DIFFERENCE FROM APPARENT LOW					N/A

DBE PARTICIPATION (6.0% COMBINED)			DBE %	DBE \$
BASE BID (BID SCHEDULE 1 & 2)			9.8%	\$ 1,054,900.00
ADDITIVE BID 1			6.1%	\$ 23,100.00
ADDITIVE BID 2			69.6%	\$ 471,900.00
BASE AND ADDITIVE BIDS			13.1%	\$ 1,549,900.00

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Triangle Grading and Paving, Inc.
PO Drawer 2570
Burlington, NC 27215

I HEREBY CERTIFY THAT THE ABOVE IS TRUE AND CORRECT

A handwritten signature in black ink that reads "Patrick Harrigan".

Patrick Harrigan, PE - Project Engineer
PARRISH AND PARTNERS OF NORTH CAROLINA, PLLC

June 9, 2025

DATE

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: John Ferguson, Airport Director
DATE: 8/8/2025 10:07 AM

ACTION NEEDED ON: August 18, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a 25 year ground lease for the construction of a 70x70 hangar for Crosswinds Aerospace.

1. Summary of Information:

Crosswinds Aerospace is a busy flight school currently on the airport. They desire to build a 70x70 hangar on the south end of Taxiway B4 across from the Civil Air Patrol. The hangar will be used for aircraft storage and maintenance of their aircraft. The flight school will move into the new terminal when the terminal is completed. The value of aircraft in their fleet is \$650,000 and will increase to \$800,000 with the acquisition of another aircraft within the year.

They increased their lease rate to \$0.35 per square foot, with the condition that if the appraisal determines a higher value, they will accept that amount; however, if the appraisal comes in lower, the rate will remain at \$0.35 per square foot.

2. Previous Council or Relevant Actions:

Approved a ground lease for another entity in May 2025 at \$0.28.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: N/A

Strategic Plan Values: We value and encourage Opportunity

This new hangar will add to the Statesville tax base and provides future pilots for the aviation industry.

4. Budget/Funding Implications:

Annual airport income of \$6,300 and regular fuel sales.

5. Consequences for Not Acting:

The entity will locate to a different airport, which would include loss of fuel sales.

6. Department Recommendation:

Approve as presented.

7. Manager Comments:

Recommend for approval, with the understanding that the lease rate could change if the appraisal comes in higher. Staff would notify the Council of this change and bring it back to a regular meeting if requested.

8. Next Steps:

If approved, construction would start October 2025.

9. Attachments:

1. KSVH Ground Lease 8-2025 draft2
2. Crosswind Flight offer

NORTH CAROLINA

IREDELL COUNTY

LEASE

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, by and between THE CITY OF STATESVILLE, a municipal corporation hereinafter called the "Lessor"; and **Crosswind Aerospace Inc.** hereinafter called the "Lessee";

WHEREAS, the City is owner and operator of Statesville Regional Airport (hereinafter "Airport") located in Statesville, Iredell County, North Carolina; and

WHEREAS, City is the owner of certain improvements on the Airport and

WHEREAS, Lessee wishes to construct a 4900 square foot metal aircraft hangar on airport land and enter into a twenty five-year lease for the purpose of aircraft maintenance and storage, and City is willing to lease the site shown on Exhibit A to Lessee on the terms and conditions provided and set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the premises set forth above, and the covenants, agreements and conditions set forth below, City does hereby agree to lease the Site to Lessee, and Lessee does hereby agree to lease the Site from City, upon all the conditions and requirements set forth below, and City and Lessee do hereby furthermore agree as follows:

Exhibit A- Survey

Exhibit B- Hangar Construction Standards

Exhibit C- Fuel Farm Policy

Exhibit D- FAA Required Language

Exhibit E- Aircraft Value Waiver

The terms and conditions of this lease are as follows:

1. The term of this lease shall be for a period of twenty-five (25) years, to begin on _____.
2. The lease payments to be paid by the Lessee to the Lessor for the leased premises shall be \$6,300.00 per year based on a 18,000 sqft lot at \$0.35 per square foot. The lease payment for the first year of this lease shall be made immediately upon execution of this lease agreement for the period _____ through ____ and thereafter, the annual lease payment of \$6,300.00 each year shall be made on or before the second day of each year. The annual lease payment payable by Lessee for the Leased Premises shall be increased (but not decreased) at the beginning of each fifth anniversary of the Commencement Date based upon the

change in the Consumer Price Index for All Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the Department of Labor, All Items Index, U.S. City Average 1982-1984=100.

3. Upon the expiration of the lease, ownership of the hangar will revert to the City of Statesville. The Lessor, before entering into a new lease of the premises to a third party, shall give the Lessee an option of first refusal by offering to lease the hangar and premises to the Lessee upon the same terms, as the Lessor is agreeable to leasing the premises to a willing third party. Notice of the Lessor's intention to lease the premises and hangar to a third party shall be given in writing to the Lessee, and the Lessee shall have thirty (30) days from the date of such notice to lease the premises under these proposed terms. Should the Lessee not enter into a lease with the Lessor for the lease of the premises under the proposed terms within thirty (30) days of receiving written notice from the Lessor, the Lessor shall be free to lease the premises to a third party, and this option of first refusal shall be null and void, with respect to such party.

4. The Lessee shall, at its expense, construct upon the leased premises a steel frame metal close-sided airplane hangar with on-site parking, construction to be completed before December 31st, 2025. Lessee shall conform to the Minimum Hangar Construction Standards as shown in Exhibit B.

5. Upon completion of construction of the hangar referred to above, the Lessee shall furnish to the Lessor such written documentation and verification of the costs of construction.

6. The Lessee agrees that within thirty (30) days of the completion of the hangar to be constructed on the leased premises the Lessee shall have airplanes based in the hangar which based upon the valuations of the Iredell County Tax Office increase the tax base of the City of Statesville by no less than Five Million dollars (\$5,000,000). In the event the Lessee at anytime, thereafter, fails to maintain airplanes in its hangar having a tax value of at least five million dollars, the lease payment for that period shall be increased in an amount based upon the difference in the property tax received by the Lessor for the airplanes based there and the property tax the Lessor would have received had the airplanes based in the Lessee's hangar had a tax value of Five Million dollars. This condition can be waived by the Airport Commission if box is checked. ☒ See Exhibit E for waiver.

7. The Lessor may at its option, for just cause, terminate this lease any time before the end of the 25-year term by giving the Lessee 180 days written notice of its intent to do so. In

the event the Lessor exercises this option to terminate, the Lessor shall upon termination pay to the Lessee a sum of money equivalent to 1/25th of the fair market value of the hangar constructed (the leasehold improvement not taking into consideration the value of the land upon which the hangar is situated) for each year remaining in the lease term at that time; and upon such payment, the Lessee shall retain no further interests in the hangar or this lease.

Should the Lessor decide to terminate its lease under this provision, the fair market value of the hangar shall be determined by a qualified appraiser agreed upon by the parties, whose appraisal shall be binding on the parties. Should they be unable to agree upon an appraiser, each party shall select a qualified appraiser. The two appraisers selected shall then select a third appraiser, and the parties shall be bound by the average of the three appraisals. The Lessor and the Lessee shall bear equally the costs of all appraisals undertaken pursuant to this paragraph.

8. The Lessee may not place any buildings or improvements upon the leased premises without first obtaining the written approval and consent of the Lessor as to the plans and specifications of such a building and/or improvements.

9. Should the Lessee not complete construction of the hangar referred to above by July 1st, 2026, barring unforeseen circumstances, then this lease shall become automatically null and void.

10. The Lessee shall be permitted to sublease the hangar space, so long as the Lessee complies with the minimum standards for those subleasing hangar space as adopted and to be adopted by the Statesville Airport Commission and in effect at the time of such subleasing.

11. The Lessee may not assign this lease without first obtaining the written approval of the Lessor, which approval shall not be unreasonably withheld.

12. This is a triple net lease. The Lessee shall be solely responsible for the maintenance and repair of all buildings and/or improvements placed upon the leased premises and shall keep the buildings and/or improvements in a good state of repair, and painted, and shall keep the grounds clear so as not to detract from the general appearance of the airport project. The Lessee shall be responsible to pay for all lights, heat, or other utilities utilized by the Lessee on the premises, and for the payment of all ad valorem property taxes.

13. It is an express condition of this Agreement that, except where caused solely by its negligence, City, its elected officials, officers, agents and employees shall be free from any and all claims, debts, demands, liabilities or causes of action of every kind or character, whether

in law or in equity, by reason of any death, injury or damage to any person or persons or damage or destruction of property or loss of use thereof, whether it be the person or property of Lessee, its agents or employees, or of any third persons, from any cause or causes whatsoever arising from any event or occurrence in or upon the Leased Premises or any part thereof, or otherwise arising from Lessee's operations under and during the term of this Agreement; and Lessee shall indemnify, defend and save harmless the City, its elected officials, officers, agents and employees against and from any and all such claims, demands, debts, liabilities and causes of action (including attorneys' fees and costs). In any circumstances in which Lessee provides a defense to the City, it shall employ attorneys for such defenses that are acceptable to City. The provisions of this indemnity shall survive the termination of this Agreement.

A) Liability Insurance . Lessee shall maintain in force during the Term of this Agreement commercial general liability insurance - bodily injury and property damage liability - as shall protect the Lessee from claims of bodily injury and property damage in amounts acceptable to City. However, the amounts of this insurance shall not be less than \$2,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement. The City shall be named as an additional insured under the commercial general liability policy.

Lessee shall maintain aircraft liability insurance as would be standard for an aircraft maintenance and storage operation, including premises liability and property damage, covering all aircraft operated by and for Lessee at limits acceptable to the City but not less than \$1,000,000 each occurrence. All liability policies shall be occurrence based.

b) Fire and Extended Coverage . Lessee, at its own cost and expense, shall insure for fire and extended coverage risks the hangar and all Leasehold Improvements on the Leased Premises. Such insurance shall be in an amount equal to the full replacement value of the hangar and insurable value of such improvements. All fire insurance policies shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder. Lessee agrees that any payments received from such insurance companies by reason of loss under such policy or policies shall be applied toward repair and reconstruction of the Leasehold

Improvements or paid to the City in accordance with Article VI hereof.

c) Certificates Evidencing Coverage: Insurer Acceptable to City . A certificate evidencing all insurance coverage required of Lessee under this Article V shall be filed with the City on or prior to the Commencement Date, and such certificate shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days prior written notice to the City. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed shall be filed with the City. If such insurance coverage is canceled or reduced, the Lessee shall within fifteen (15) days after receipt of written notice from the City of such cancellation or reduction in coverage, file with the City a certificate showing the required insurance has been reinstated or provided through another insurance company or companies. The company or companies furnishing insurance pursuant to this Article V shall be qualified to issue insurance effective in the State of North Carolina and be of sound and adequate financial responsibility to fulfill their obligations hereunder, and to that end the selection of such insurance companies shall be subject to the approval of City, which approval shall not be unreasonably withheld.

d) Waiver of Subrogation . City and Lessee mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, or required to be carried hereunder, to the extent permitted by the applicable insurance policy or policies, the party carrying or required to carry such insurance and suffering any such loss hereby releases the other of and from any and all claims with respect to such loss and City's and Lessee's insurance companies shall have no right of subrogation against the other or any party hereto on account thereof.

14. The Lessee shall comply with the Fuel Farm policy for the Statesville Regional Airport (Exhibit C attached), if applicable.

15. The Lessee shall be responsible for and pay on behalf of the Lessor all costs associated with the clean up or containment of any actual or threatened discharge or escape of any pollutant, which occurred during the term of this lease including but not limited to any clean up containment or neutralization ordered by any government authority that resulted from the Lessees operations on the described premises. Pollutant is defined as any solid, liquid, gaseous,

or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemical and waste.

16. The Lessee shall be subject to all Rules and Regulations of the Statesville Regional Airport Commission, and to the Policy of the Statesville Airport Commission for the Lease of Space for the Construction of Aircraft Hangars at the Statesville Regional Airport (attached as Exhibit B) ; to all ordinances adopted by the City of Statesville affecting the use and operation of the Statesville Regional Airport, as well as the demised premises; and to all the requirements of applicable federal, state and local statutes and regulations, and secure all permits and licenses required by such laws, ordinances or regulations.

17. The Lessee shall, and does hereby agree to keep, save, and forever hold harmless the Lessor from any liability of any kind for any bodily injury or property damage arising from or out of the use or occupancy of the demised premises by the Lessee, its agents, employees, guests, invitees, licensees, or others. Moreover, Lessee shall indemnify and defend Lessor and the leased property, at Lessee's expense, against all claims, expenses, and liabilities, including attorney's fees, which may be imposed upon, incurred by, or asserted against Lessor arising out of Lessee's use or occupancy of the demised premises.

18. The City operates the FBO on the Airport, including the General Aviation Terminal, hangars, and aircraft parking aprons, and maintains and operates aviation fuel storage and delivery facilities from which it sells and dispenses aviation fuel to aircraft owners and operators and itinerant aircraft owners and operators. As a corporate tenant of the Airport, Lessee's customers will qualify to purchase fuel from the City at the City's based discount on the City's retail price that the City establishes from time to time. Such fuel will be sold to and pumped into Lessee's customers by the City's FBO Staff. The movement of aircraft in and out of the Hangar shall be performed by Lessee's employees.

IN TESTIMONY WHEREOF, the parties have caused this instrument to be executed under hand and seal, individually and by authorized officers and by authority duly given, the day and year first written above.

CITY OF STATESVILLE

ATTEST:

By: _____
Mayor

ATTEST:

LESSEE(s):

NORTH CAROLINA - IREDELL COUNTY:

Before me, a Notary Public for the County and State aforesaid, this date personally appeared _____, who acknowledged that she an employee of the CITY OF STATESVILLE, a municipal corporation, and that by authority duly given and as the act of the corporation this instrument was signed in its name by _____, its Mayor, sealed with its corporate seal, and attested by _____ as its Clerk.

WITNESS my hand and Notarial Seal, this _____ day of _____, _____.

My Commission expires: _____

Notary Public

Exhibit A





EXHIBIT B

Minimum Standards for Construction of Aircraft Hangars

Section 1. - Purpose

Section 2. - Goals

Section 3. – General Provisions

Section 4. – Minimum Development Standards.

Section 5. – Notice to Proceed

Section 6. - Application.

Section 1. – Purpose The purpose of these Design Standards is to ensure development of consistent and high-quality infrastructure and to protect and enhance the investment of all those locating on the airport. These standards provide a basis for directing and evaluating the planning and architectural design of improvements to each piece of land. **THESE STANDARDS SHALL NOT SUPERCEDE ANY CITY, COUNTY OR FIRE DEPARTMENT BUILDING CODE REQUIREMENTS.**

Section 2. – Goals The following goals form the basis for these design standards:

BRANDING – To project the airport brand and aesthetic continuity within architectural and design standards.

ECONOMIC – To protect property values and enhance investment and the development of industry and jobs.

ENVIRONMENTAL – To conserve existing natural features and minimize adverse impact on the ecosystem.

FUNCTION – To encourage imaginative and innovative planning of facilities and sites and the flexibility to respond to changes in market demand.

SAFETY – To provide secure storage of aircraft, motor vehicles and equipment and to provide for a safe environment to allow for a productive workforce. VISUAL – To promote variety, interest, and high standard of architectural and landscape design.

Section 3. – General Provisions.

(1) Buildings may not be constructed on airport property, unless approved by the Airport Commission for conformance in each of the following areas:

(a) Current Airport Layout Plan (ALP).

(b) All applicable Building Restriction Lines (BRL) and height restrictions.

(c) Interference with any Airport or Federal Aviation Administration (FAA) radio or guidance equipment due to location of type of structure.

(d) Minimum structural standards as described in Section 5. 2

(e) Access to the proposed building, including any required easements, roads, or taxiways.

(f) An approved ground lease with the City of Statesville, or an approved sublease with an existing authorized tenant of the Airport. Such a lease includes all areas deemed necessary for the normal use of the building.

(g) Minimum separation beyond the outermost perimeter of the structure shall be in accordance with the ALP. This provision may be waived, in whole or in part, by the Airport Commission to facilitate operations or access. Requests for waiver must be in writing, shall state the reason for the waiver, and shall state in detail the mitigating measures with respect to potential adverse impacts to the ALP that may arise from granting the requested waiver.

(h) Proper filing of FAA Form 7460 with the FAA, with copies to the Airport Commission.

Section 4. – Minimum Development Standards

(1) General Requirements: This general section requires permits for the building, plumbing, mechanical, and electrical.

(a) All structures shall be designed and constructed in accordance with the Building, Plumbing, Mechanical and Electrical Codes as adopted by City of Statesville and Iredell County, North Carolina.

(b) All plans must be approved by all required local or state building inspection offices and all permits must be obtained before construction begins.

(c) All electrical, plumbing, and mechanical or any other work that is governed by Federal, State, or local licensing regulations will be performed only by individuals or companies so licensed.

(d) All construction shall be in compliance with all applicable zoning regulations, FAA regulations, height restrictions, and other regulations issued by any agency having jurisdiction over work or projects within the scope of these standards shall apply.

(e) The Airport Commission must approve the schedule for all work and the approved schedule shall become binding upon the applicants unless modification of the schedule has been approved in writing by Airport Commission.

(2) Special Requirements: The following are emphasized to promote safety, insurability of structures on airport properties, and to maintain the value of all airport properties.

(a) Footings and Foundations: Soil tests shall be performed at the location of any proposed structure and the design of the footing and foundation based on the results. Copies of the design and test results bearing the seal of a registered architect or engineer shall be submitted to the Airport Commission.

(b) Structural Strength and Materials: The Building Code currently adopted by City of Statesville and Iredell County shall apply as to allowable materials and structural strength

for the structural class or types as determined by use, seismic zone, wind and/or snow loads.

(c) Fire Rating: The fire ratings of structures used for the storage of aircraft, motor vehicles, and flammable or hazardous materials shall comply with the Building Code and any Federal, State or Municipal Fire Codes and are subject to the approval of the City Fire Department.

(3) Framing: All framings shall be of metal.

(3) Exterior:

(a) All exterior surfaces must be pre-finished aluminum, steel, Concrete Masonry Unit (CMU) or concrete construction. No painted wood or other material may be used. No galvanized metal shall be used on any exterior surface.

(b) All exterior materials and colors must be submitted to Airport Commission for approval before construction starts. A standard color will be identified and registered with Airport Commission.

(c) No wood or wood composite siding or roofing shall be allowed. Exceptions to the rule may be granted by the Airport Commission based on aesthetics or airport operational requirements. Requests for exceptions must be made in writing at time of initial plan review subject also to approval from the City of Statesville and Iredell County.

(d) The minimum gauge steel used for roofing shall be twenty-eight (28) and shall be factory finished in a color approved by Airport Commission and warranted by manufacturer as to color fastness for a minimum of twenty (20) years.

(e) Concrete: where CMU, poured in place or preformed concrete walls are used, the exterior shall be sealed and stained in a color approved by Airport Commission.

(f) All signage on hangars and leased property must have prior approval from the Airport Commission.

(4) Floor and Ramp Construction: All Floors and ramps must be constructed of concrete having a minimum of five (5) inch thickness or as approved and shall include reinforcement of a type approved by Airport Commission. Copies of the design and test results bearing the seal of a registered architect or engineer shall be submitted to the Airport Commission. A stiff broom finish is required on exterior ramps.

(5) Doors: Bi-fold doors are recommended because of their ease of operation. Approved swing out, overhead or sliding doors may be used. All pedestrian doors must be pre-finished metal construction.

(6) Drainage: The gradient of the finished floor of any proposed structure and the surrounding surfaces shall provide for positive flow of water into the existing airport storm sewer system. In areas where no storm sewer exists, the Airport Commission may require the installation of an inlet and pipe designed for anticipated maximum flow and loading to be installed and attached to the existing storm sewer system. An approved system of oil/water separators may be required to prevent contamination of surface or ground water resources.

(7) Oil/water Separators: Aviation repair and paint facilities, dealerships, fuel stations, equipment degreasing areas, and other facilities generating wastewater with oil and grease content are required to pre-treat these waters before discharging to the sanitary sewer system. Pre-treatment requires that an oil/water separator be installed and maintained on site.

(a) Oil/water separators shall be commercially manufactured and sized for the intended discharge rates for the facility where it is installed.

(8) Landscaping: The Statesville Regional Airport strives to achieve a pleasing aesthetic quality in the colors, design, uniformity, and structure of any new hangars developed on the Airport. As such, proposed hangar development must be approved by the Commission for conformity to aesthetic quality standards. The Commission can reject distasteful designs and color schemes at their discretion. The Airport Commission may require landscaping due to the location of the structure. All plans for landscaping shall be approved by the Airport Commission. Trees are not encouraged to be planted as they contribute to the attraction of birds.

(9) Utilities: Connection to electric, gas, sanitary sewer and telephone shall be the responsibility of the Lessee. All new electric, cable TV, Internet, and telephone lines shall be placed underground. Upon completion of construction, a plot plan showing the exact location of all Lessee installed utilities shall be given to Airport Commission.

(a) No trenching or excavation shall commence until all pipes and lines in the area have been located. Utility companies shall be contacted for locations. The Lessee shall be responsible for any damage to existing utilities or communication lines.

(10) Access: Airport Commission may require the Lessee to construct paved roadways, taxiways, and controlled access gates to provide access to the structure. Plans for any roadway or taxiway so required shall be submitted to Airport Commission for approval. Sidewalks and walkways connecting doorways to parking areas are required at each conventional hangar.

(11) Clean up and Reclamation: A covered dumpster or other appropriately covered receptacle shall be on site prior to construction and shall be used for all waste materials.

(a) All areas disturbed during hangar construction, including utility trenches, must be cleaned up, compacted, and covered with topsoil and compacted again. The entire area shall then be covered with sod or re-seeded by the Lessee.

(b) All areas around the hangar, apron, and ramp must be backfilled in a manner that will allow mowing over the edges of ramps and adjacent buildings.

(12) Hangar Size:

(a) T-Hangar Building Dimensions: All-metal 10-unit T-hangar dimensions include building and bi-fold doors, which shall be a completely integrated system to the following dimensions:

Hangar Feature	Minimum	Recommended
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Clear Door		
Width-Minimum	41'6"	47'8"
Overall Building Length	231'-0"	264'-0"
Overall Building Width	51'-0"	58'-0"
Stall Depth	33'-0"	38'-0"
Clear Door height	12'-0"	14'-0"
Clear Tail Width	21'-0"	23'-0"

All T-hangars will have, at a minimum, paved interior floors and paved taxi lanes to their units with sufficient width and clearance of other buildings as recommended by FAA planning guidelines. Automobile parking inside T-hangars is permitted when the occupying aircraft are in use.

(b) Conventional Hangar Building Dimensions: Minimum conventional hangar size shall be 50 feet by 40 feet. Larger hangar sizes may be constructed and are encouraged, but all hangars must first be shown on the Airport Layout Plan and approved by Airport Commission. All hangars must conform with the applicable City of Statesville, NC construction and Fire Code requirements. Conventional hangars must have common design elements which include:

1. Steel Construction for all columns, braces, rafters, and rods.
2. Metal siding and roofing.
3. Bi-fold doors recommended.
4. Clear-span interior construction and concrete floors.
5. Hangar apron shall be equal to the width of the hangar door, may be asphalt, and must connect to the existing taxi lanes.
6. Paved automobile parking spaces shall be provided, based upon the size, and expected occupancy of the proposed hangar. Rules of thumb include one parking space for each employee and one space for each 250 square feet of office space.

(13) Additional restrictions or requirements may be imposed by Airport Commission when, in their judgment, such restrictions or requirements are necessary to ensure safety, airport operations, aesthetics, or property value.

Section 5. – Notice to Proceed.

(1) When satisfied that all provisions of this directive have been, or will be fulfilled, the Airport Commission's designee will issue a letter notifying the Lessee to proceed with the approved work. All materials will be shared with the appropriate City and County departments.

(2) Any loss incurred due to work performed, material purchased, or subleases signed by Lessee prior to receipt of Notice to Proceed shall be the Lessee's responsibility.

Section 6. – Application.

Any applicant wishing to construct at the Airport, a facility in which to store the aircraft owned by the applicant shall, upon request to the Airport Manager and Airport Commission, be furnished a copy of this Statement of Policy and shall make application in writing to the City of Statesville Regional Airport Commission at the Statesville Regional Airport Statesville, NC. 28677 - tel. no. 704.873-1111, setting forth in detail the following:

- a) The name and address of the applicant.
- b) The proposed site desired; location of same; and specific purpose for which land is intended to be used.
- c) The names and the qualifications of the people to be involved in establishing and maintaining the proposed activities/facilities.
- d) The financial responsibility of the applicant to carry out construction of the proposed facilities, including proposed plans for financing, if any.
- e) The requested/proposed date for commencement of actual construction of the proposed facility and the proposed final completion date.
- f) Proposed specifications for the facility in the form of dimensions, total number of square feet, to be shown on a drawing which shall be submitted with the application.
- g) Estimated cost of the construction.

These standards shall apply to all properties in the ALP and are in addition to any other jurisdictional requirements including but not limited to zoning ordinances and building codes of the City of Statesville and Iredell County, North Carolina.

(1) Copies of all structural plans, site plans, and material specifications developed by a licensed architect and/or engineer shall be provided to the Airport Commission for review and approval and upon approval shall become the property of the Airport.

(2) The Airport Commission or designated agent shall make frequent inspections during the construction of any approved building. No changes to, or variation from approved plans and specifications shall be permitted unless approved in writing by the Airport Commission.

(3) Construction of the approved structure or material component thereof may not commence until the following documents or proofs thereof are submitted and approved by the Airport Commission:

(a) Contractor's Comprehensive General Liability Insurance and Automobile Liability Insurance policies in the amount not less than defined by Airport Commission.

(b) Contractor's Property Damage Liability Insurance shall be in an amount of not less than defined by Airport Commission.

(c) Property insurance upon the entire Work site.

(d) A Performance, Material and Labor Payment Bond that equals the value of the proposed project.

(4) Erection of temporary buildings must be approved in writing by Airport Commission as to type; use, design, and location on an individual basis for a specified term and that removal of temporary buildings will be done by the Lessee, at their expense, within fifteen days of the end of the approved term.

(5) In the event of any failure on the part of any Lessee to comply with Airport requirements or any failure to complete a construction project according to the approved plans and specifications, or within a reasonable time as determined by Airport Commission, shall be cause for management to revoke any ground lease with the Lessee of the project and require that the structure be removed from airport property. In addition to the forgoing remedies, the Airport Commission shall retain all other remedies provided by the lease term or provided by law.

Exhibit C

FUEL FARM POLICY STATESVILLE REGIONAL AIRPORT DATE: March 2, 2020

In accordance with the Federal Aviation Administration Policy concerning the self-fueling of aircraft, as per the Sponsor Assurances Paragraph 22f:

It (The Airport Sponsor) will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform. And has obtained such written permission from the Airport Manager.

Because the City is the Fixed Based Operator, it reserves the right to be the exclusive public fuel provider at the airport and has the right to deny any application for a fuel farm.

Existing Fuel farms installed on improved leaseholds are subject to the following requirements and criteria:

1. Fuel type: Jet A fuel only.
2. Storage: Only above ground storage tanks and mobile fuel trucks meeting current Federal, State and Local regulations including EPA and NFPA guidelines for the storage of fuel will be allowed.
3. A minimum flow fee for gross gallons delivered will be set by the Airport Commission and reviewed every other year. The Fuel Flowage Fee structure is shown in APPENDIX A. There is a minimum charge equal to 50,000 gallons per year for the privilege of self-fueling payable quarterly. If the fuel pumped is less than 50,000, the tenant will pay the difference by the end of the calendar year. Fuel flow usage resets every January 1. This can be waived if the tenant has aircraft valued at \$10 million or more based on the airport.
4. Billing: Billing will be done on a quarterly basis during a calendar year. Payments shall be due ten days from the date of the invoice. Payments received more than 30 days late may result in suspension or loss of fuel farm privileges. Insurance: In addition to the base lease insurance requirements, additional insurance such as environmental impairment coverage shall be maintained with the City as additional insured in amounts contained in APPENDIX C, as may be adjusted annually.

5. Rights to Fuel: The fueling of aircraft with Jet A fuel is restricted to aircraft owned or leased by the lessee and based at KSVH. Commercial dispensing of fuel products for sale under this Agreement is prohibited. Self-service activities must be performed by the owner or employees of the entity involved. Self-service activities cannot be contracted out to a third party. To confirm that individuals performing tasks on aircraft are employees of the individual or company conducting the self-service activity, the Sponsor may request clarifying information, such as payroll data.
6. Policy Oversight: The Statesville Airport Commission and Airport Manager are empowered to oversee the implementation of this policy. Violations of this policy may result in fines and/or the cessation of fuel privileges as established by the Airport Commission. The Sponsor may limit equipment, personnel, or practices that are unsafe, unsightly, or detrimental to the public welfare or that would affect the efficient use of airport facilities by others.
7. Rights: The rights granted under this addendum shall be subject to each term and condition of the underlying lease. It is the responsibility of the tenant to have properly trained personnel to fuel their aircraft. The tenant shall hold the City of Statesville harmless for any fueling incident or from damages thereof related to the fueling of tenants' aircraft.

8. FUELING AND DEFUELING AIRCRAFT

(A.) General Requirements.

- (1) Excluding self-fueling operations above, all aviation fuels for sale on Airport property will be dispensed only by the City of Statesville. No other company, group, or individual will be allowed to transport, store, fuel or otherwise introduce petroleum products to the Airport property without the express written permission of the City and after approval of the City's Fire Marshal. Only then will this operation be allowed in areas designated by the City and which meet all operational and safety procedures and requirements.
- (2) No MOGAS (automotive fuel) will be brought onto Airport property for the purpose of transferring such fuels to any aircraft which is on the Airport and is not owned by the person dispensing such fuel. All uses of MOGAS will be in accordance with all applicable FAA and industry guidelines and regulations.
- (3) No fuel storage and/or dispensing equipment shall be installed or used at the Airport without the prior written approval of the City. All such equipment shall be kept in a safe and non-leaking condition.
- (4) No aircraft shall be fueled or defueled while the engine is running, or being warmed by applications of exterior heat, or while such aircraft is in a hangar or enclosed space except for turbine-powered helicopters, which may be hot fueled outside of the hangar so long as the pilot and fuel provider are familiar with and implement safety procedures for such fueling.
- (5) Smoking or lighting of an open flame is prohibited within 100 feet of any fueling operation.
- (6) No person shall operate any radio transmitter or receiver or switch electrical appliances off or on in an aircraft during refueling or defueling.

- (7) During refueling, the aircraft and the fueling dispensing apparatus shall both be grounded to a point or points of zero electrical potential.
- (8) No person shall use any material during fueling or defueling of aircraft which is likely to cause a spark or be a source of ignition.
- (9) Adequate fire extinguishers shall be within ready reach of all persons engaged in fueling or defueling aircraft.
- (10) Fueling hoses and equipment shall be maintained in a safe, sound and nonleaking condition and shall be approved by the National Board of Fire Underwriters in all respects and parts.
- (11) All hoses, funnels, and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids.
- (12) Persons engaged in the fueling and draining of aircraft fuel shall exercise care to prevent overflow of fuel. Persons responsible will take proper measures to remove any volatile liquid when it is spilled.
- (13) Any company, group or individual performing fueling, and defueling operations shall have accessible necessary containment and absorbent materials to contain the maximum potential of a spill.
- (14) All spills, more than 10 gallons, should be reported to the City immediately.

APPLICATION PROCESSING

- A. Applications for Self-fueling Agreements shall be submitted to the Airport Administration (APPENDIX B).
- B. The applicant shall, at a minimum, submit the following documentation with the above referenced application:
 - 1. Application fee;
 - 2. An original copy of the certificate of insurance along with the appropriate endorsement, in the types and amounts outlined herein;
 - 3. A list of the personnel authorized by Applicant for fueling, along with applicable training records;
 - 4. Proof of ownership documentation for all fuel storage and dispensing equipment, and a description of said equipment and method of dispensing fuel to be utilized in conjunction with the Agreement;
 - 5. A list of aircraft to be fueled under this Agreement, along with copies of applicable Federal Aviation Administration (FAA) aircraft registration certificates or aircraft lease agreements for the aircraft to be self-fueled under the Agreement;
 - 6. If the above-mentioned equipment and/or aircraft are registered in the name of a corporation, LLC, Limited Partnership, or General Partnership, one of the following will be provided:
 - a. If registered in the name of a corporation, a copy of the Articles of Incorporation as filed with the State of North Carolina;
 - b. If registered in the name of a LLC, a copy of the Articles of Organization filed with the State of North Carolina;
 - c. If registered in the name of a limited partnership, a copy of the Certificate of Limited Partnership filed with the State of North Carolina; or

- d. If registered in the name of a general partnership, a copy of the written partnership agreement.
- 7. Aviation Fuel Quality Control Plan;
- 8. Fuel Service training program(s);
- 9. SWPPP co-permittee application (if applicable);
- 10. Fuel Storage inspection reports as may be required by regulating agencies;
- 11. Inspection reports of metering equipment in accordance with State of North Carolina requirements;
- 12. Spill Prevention Control and Countermeasures Plan.

APPLICATION DENIAL & APPEAL

Application Denial: The Airport Administration may deny any application if it is determined that the applicant does not meet the qualifications and standards set forth in these Rules & Regulations. An application may be denied for any one of the following:

- A. The proposed activities are likely to create a safety hazard at the Airport;
- B. The activities will require the City to expend funds, or to supply labor or materials because of the applicant's activities, or will result in a financial loss to the Airport;
- C. The proposed activities are not consistent with the Airport's Master Plan and/or Airport Layout Plan;
- D. The proposed activities are likely to result in a congestion of aircraft or buildings, a reduction in Airport capacity, or an undue interference with Airport Operations;
- E. The applicant or any of its principals have knowingly made any false or misleading statements while applying for this or any previously sought agreement;
- F. The applicant or any of its principals has a prior record of violating, including but not limited to, federal, state, or local laws, these Rules & Regulations, or Federal Aviation Regulations;
- G. The applicant or any of its principals have a history in the prior twenty-four (24) months of failing to make timely payments to the City;
- H. The applicant has not submitted or is unable to submit appropriate documentation supporting the proposed activity.

Application Denial Appeal: The Applicant shall have the opportunity to appeal the denial of an Application, suspension, or revocation of an Agreement by the Airport Administration subject to the following provisions:

- A. The applicant must provide written notice of appeal to the Airport Administration within ten (10) business days of said denial;
- B. The notice of appeal will be forwarded to the Airport Manager for review;
- C. A meeting will be scheduled within thirty (30) business days of receipt of the notice of appeal, to allow the applicant the opportunity to provide additional information and/or documentation as to why the denial, suspension or revocation of the Agreement shall be reversed or otherwise modified;
- D. If the applicant is not present at the scheduled meeting the denial, suspension or revocation shall remain unchanged;

E. The decision of the Airport Manager shall be final.

TERMINATION OF SELF-FUELING AGREEMENT

A. The Self-Fueling Agreement may be cancelled by the Agreement Holder upon thirty (30) days written notice.

B. The Airport Administration may cancel the Agreement upon thirty (30) days written notice for non-compliance with these Rules & Regulations, including for non-payment of associated fees.

C. The City may terminate this Agreement immediately if the Agreement Holder fails to maintain the required insurance, or if the Agreement Holder commits any material breaches of this Agreement.

DEFINITIONS

Agreement means the “Self-Fueling Agreement” entered into with the City of Statesville and Aircraft Operators. All Self Fueling Agreements contain and incorporate these Rules and Regulations for Self-Fueling for Aircraft Operators.

Agreement Holder means a person or entity that has a signed Self Fueling Agreement incorporating the Rules and Regulations with the City of Statesville.

Airport means the Statesville Regional Airport. (KSVH)

Airport Administration means the City of Statesville appointed Airport Manager or designated employees of the City of Statesville.

Aviation Gasoline means any fuel suitable for use in aviation reciprocating engines to include 80/87, 100, 100LL and 120 octane and all types of motor gasoline. Fuel specifications are provided in ASTM Specification D 910 as modified and Military Specification MIL-G-5572 as modified for aviation fuels.

City means the City of Statesville.

Operator means every lessee, licensee, or other person, firm or corporation exercising a right or privilege on the Airport pursuant to a Self-Fueling Agreement and including heirs, agents, or personal representatives. A Commercial Operator is a business, concession or service that provides goods or services to any person for compensation. An Operator is considered a commercial operator regardless of whether the business is for profit, nonprofit, not-for profit, charitable, or tax exempt.

Fueling means the storage, transfer and/or handling of fuel or fuel waste and byproduct at the Airport.

Fuel Handler means the Agreement Holder or bona fide employee authorized to store, transfer and/or handle fuel at the Airport in quantities greater than one hundred (100) U.S. gallons.

Fuel Storage means fuel storage tank (fixed or mobile), fuel caddy, fuel vehicle or other method of storage or containing fuel to be used in a self-fueling operation.

Jet A means any kerosene-based aviation fuel meeting ASTM Specification D 1655 as modified and Military Specifications MIL-T-5624P and MIL-T-5624L (Grade JP-4, JP-5, and JP-8) as modified used for commercial and military turbojet and turboprop aircraft engines.

Personnel mean bona fide employees of the self-fueling Agreement Holder.

Premises mean the leasehold or site occupied by Agreement Holder pursuant to the lease, license or any other agreement approved by and on file with the City of Statesville.

Release means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping. Spill Prevention, Control and Countermeasure (SPCC) Plan means the document required by Title 40, Code of Federal Regulations, Section 112 that details the equipment, workforce, procedures, and steps to prevent, control and provide adequate countermeasures to a discharge.

SWPPP means Storm Water Pollution Prevention Plan.

APPENDIX A

Gallons	Rate
0-50,000	\$ 0.20
50,000-100,000	\$ 0.20
100,001-150,000	\$ 0.15
150,001-200,000	\$ 0.15
200,001-250,000	\$ 0.10
250,001 -300,000	\$ 0.10
300,001+	\$ 0.05

Per gallon rates apply sequentially to each of the 6 tiers above

EXHIBIT A above shall be reviewed and adjusted annually by the Statesville Airport Commission and City Council

APPENDIX B

Applicant Name: _____

Applicant Address: _____

Applicant Phone No.: _____ E-mail Address: _____

Company Name: _____

Company Address: _____

Aircraft Owned or Leased by Applicant:

Describe Proposed Facility Installation:

Signed: _____ Date: _____

APPENDIX C

In addition to the base lease insurance requirements, additional insurance such as environmental impairment coverage shall be maintained with the City as additional insured in amounts contained in Exhibit C, as may be adjusted annually.

This policy was adopted by the Statesville City Council on March 2, 2020.

This policy was adopted by the Statesville Airport Commission on February 12, 2020.

EXHIBIT D

EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION

PUBLIC USE AND FEDERAL GRANTS

1 Equal Employment Opportunity . Lessee assures that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment opportunities with Lessee.

2 Certification of Non-Discrimination . By the execution of this Agreement, the Lessee acknowledges that the City is obligated by, and this Agreement is subordinate to, certain assurances given to the Federal Aviation Administration in exchange for the receipt of Federal funds, and in recognition thereof certifies as follows:

“We, the supplier of goods, materials, equipment or services covered by this bid or contract, will not discriminate in any way in connection with this contract in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color or national origin of such persons. We also agree that we will offer and provide our services on a reasonable and not unjustly discriminatory basis, to all users of the airport that wish to engage our services and will charge reasonable, and not unjustly discriminatory prices, for each service, as required by Federal Aviation Administration Grant Assurance No. 22.”

3 Federal Grants and Public Use . The parties acknowledge that the Airport will be operated as a public airport, subject to the provisions of the Federal Aviation Act of 1958, so that nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958. The City reserves the right to further develop or improve, as it sees fit, the Airport, its landing area, and taxiways, and to construct other airports, regardless of the desires or views of Lessee and without interference or hindrance therefrom. This Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America, including instrumentalities thereof, relative to the operation or maintenance of the Airport, the execution of

which has been or may be required as a condition precedent to the expenditure of federal funds in developing the Airport.

4 Non-Discrimination . Lessee for itself, its successors, and assigns, as part of the consideration hereof, does hereby covenant and agree that to the extent within its power:

(a) No person shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the Airport's facilities, including the Leased Premises, because of his or her race, color, sex, or national origin.

(b) In the construction of any improvements on, over or under the Airport and the furnishing of services thereat, no person shall be excluded from participation in, or denied the benefits of such construction or service, or otherwise be subjected to discrimination, because of his or her race, color, sex, or national origin.

(c) Lessee shall use the premises in compliance with all the requirements imposed by or pursuant to 49 CFR Part 21, as said regulations now or hereafter provide.

(d) Lessee, for itself, its heirs, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose involving the provision of similar services or benefits, the Lessee, shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Offices of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(e) In the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate this Agreement and to re-enter and repossess the Leased Premises and hold the same as if said Agreement had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 have been followed and completed including exercise or expiration of appeal rights.

5 Modifications to Comply with Federal Laws, Regulations or Agreements . Should the

United States or any instrumentality thereof having authority to do so require that any provision of this Agreement that is in violation of any federal law or regulation or any provision of an existing grant agreement between the City and the United States or any instrumentality thereof be changed or deleted or should any such change or deletion be required in order for the Airport either to continue as a part of the National Airport System Plan or to retain its eligibility to participate in AIP and similar successor federal programs or to avoid forfeiture of previous financial assistance, the City may give the Lessee notice that it elects that any such change or deletion be made. Lessee shall then elect either to consent to any such change or deletion or to terminate this Agreement. Such election shall be made in writing and delivered to the City within thirty (30) days of the date the City gave notice to the Lessee of its election that any such change or deletion be made.

6 Compliance with Americans with Disabilities Act of 1990 . Lessee shall fully comply with all applicable provisions of the Americans With Disabilities Act of 1990, P.L. 101-336, 104 Stat. 327 (ADA), expressly including, but not limited to, all requirements otherwise imposed on the City regarding the Leased Premises and invitees of Lessee, insofar as the Leased Premises is considered a place of public accommodation and invitees or employees are covered by the services, programs, and activity provisions of Title II of ADA.

7 Recapture by United States Government . It is understood and agreed between the parties hereto that this Agreement shall be terminated if the United States of America, in exercising any right it may have to recapture under the terms of the instrument conveying the premises to the City, requires such termination, and further that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Airport Act of 1946, as amended, or any future act affecting the operation or maintenance of the Airport.

8 Non-Discrimination Provision for All City Contracts . The City is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. For purposes of this Section, *prohibited discrimination* means discrimination in the solicitation, selection, and / or treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, *prohibited discrimination* also includes

retaliating against any person, business, or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the City and others. As a condition of entering into this Agreement, the Lessee represents, warrants, and agrees that it does not and will not engage in or condone prohibited discrimination. Without limiting any rights, the City may have at law or under any other provision of this Agreement, it is understood and agreed that a violation of this provision constitutes grounds for the City to terminate this Agreement.

Exhibit E
Justification of Taxable Aircraft Waiver

The size of this hangar does not allow for an aircraft in the \$5 million value range. The hangar is estimated to cost approximately \$700,000 and the aircraft value is approximately \$185,000. The site proposed is not large enough for a hangar that could accommodate a \$5 million aircraft.

Emily Kurfees

From: John Ferguson
Sent: Monday, August 4, 2025 1:50 PM
To: Emily Kurfees
Cc: Carissa Barnette
Subject: Amended Lease
Attachments: KSVH Ground Lease 8-2025 draft2.docx

Here is the lease with the \$0.35 lease rate and the 6% cap on CPI removed. Please add to the August 18 agenda. See below for the offer by Ben Barbour to adjust the lease rate when we receive the appraisal.

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

P.O. Box 1111
Statesville, NC. 28687
(704) 873-1111

From: Benjamin Barbour <ben@crosswindflightacademy.com>
Sent: Monday, August 4, 2025 11:46 AM
To: John Ferguson <jferguson@statesvillenc.net>
Subject: Re: Lease

[**NOTICE:** This message originated outside of the City of Statesville mail system -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

What about this.. We offer \$0.35/sqft with a stipulation that an appraisal will be done within 30 (or 60 or 90) days from the time of the lease. If the appraisal comes in higher, we accept the higher rate, if it comes in lower, we keep the \$0.35.

Perhaps this would be sufficient to get an acceptance without delaying further?

From: Benjamin Barbour <ben@crosswindflightacademy.com>
Sent: Friday, August 1, 2025 6:47 PM
To: John Ferguson <jferguson@statesvillenc.net>
Subject: Re: Lease

Tony decided he doesn't want us using his hangar anymore.. so now the urgency is really on....

Get [Outlook for iOS](#)

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Kirkendall, Senior Planner
DATE: 8/7/2025 4:17 PM

ACTION NEEDED ON: August 18, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider passing a resolution directing the City Clerk to investigate a petition of annexation, AX25-07 The Oaks at James Farm, filed by Mr. Chris LaMack for his parcel located at 474 James Farm Road, receive the City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of September 15, 2025, for a public hearing for the petition of annexation.

1. Summary of Information:

This property is approximately 14.77 acres located at 474 James Farm Road (see Location Map, Aerial Photo and Site Photo). This parcel is being rezoned to R-5MF CZ (High Density Multi-Family Residential) Conditional Zoning District, contingent upon annexation. The applicant requests voluntary annexation to utilize City sewer (see current zoning and utilities map).

2. Previous Council or Relevant Actions:

The second reading of the rezoning request is on this meeting's agenda.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

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

Strategic Plan Values: We value Quality and Creativity

The property is in the Tier 1 Growth Area of the 2045 Land Development Plan and is adjacent to city limits and is within the Jane Sowers North Strategic Focus Area.

4. Budget/Funding Implications:

The current tax value of the parcel is \$267,000. City of Statesville sewer is available, the estimated value at full buildout is estimated at \$32,240,000.

5. Consequences for Not Acting:

Without annexation the city would not collect property taxes. Without annexation, the property owner could still access city sewer at 2½ times the rate with City Council approval.

6. Department Recommendation:

The department recommends passing the resolutions to set a date of September 15, 2025, for a public hearing on this annexation request.

7. Manager Comments:

Recommend passing the resolution and setting the date for the public hearing.

8. Next Steps:

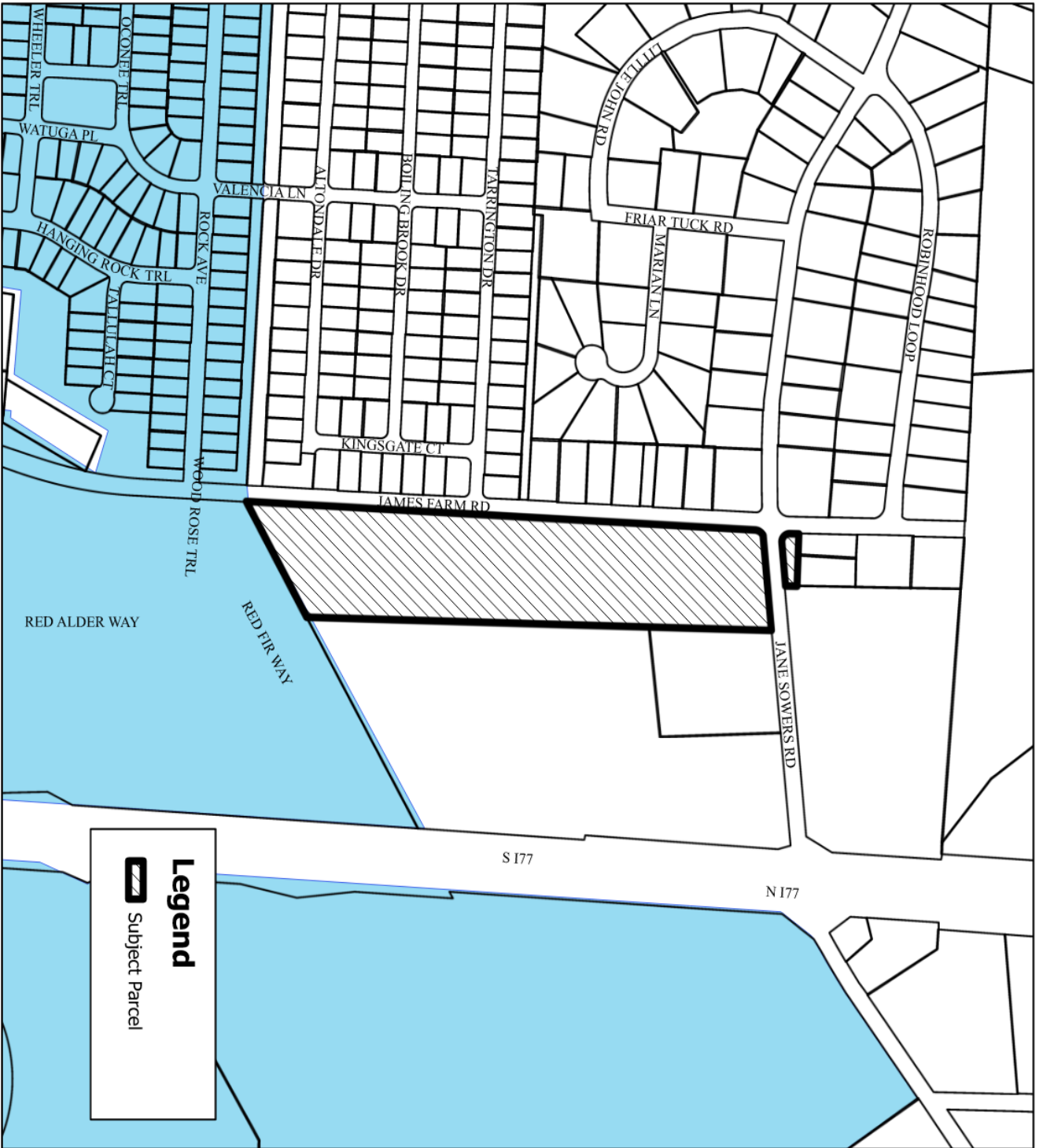
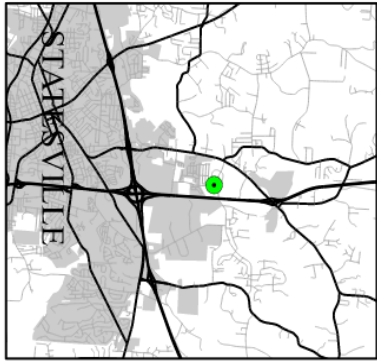
Advertise for the public hearing.

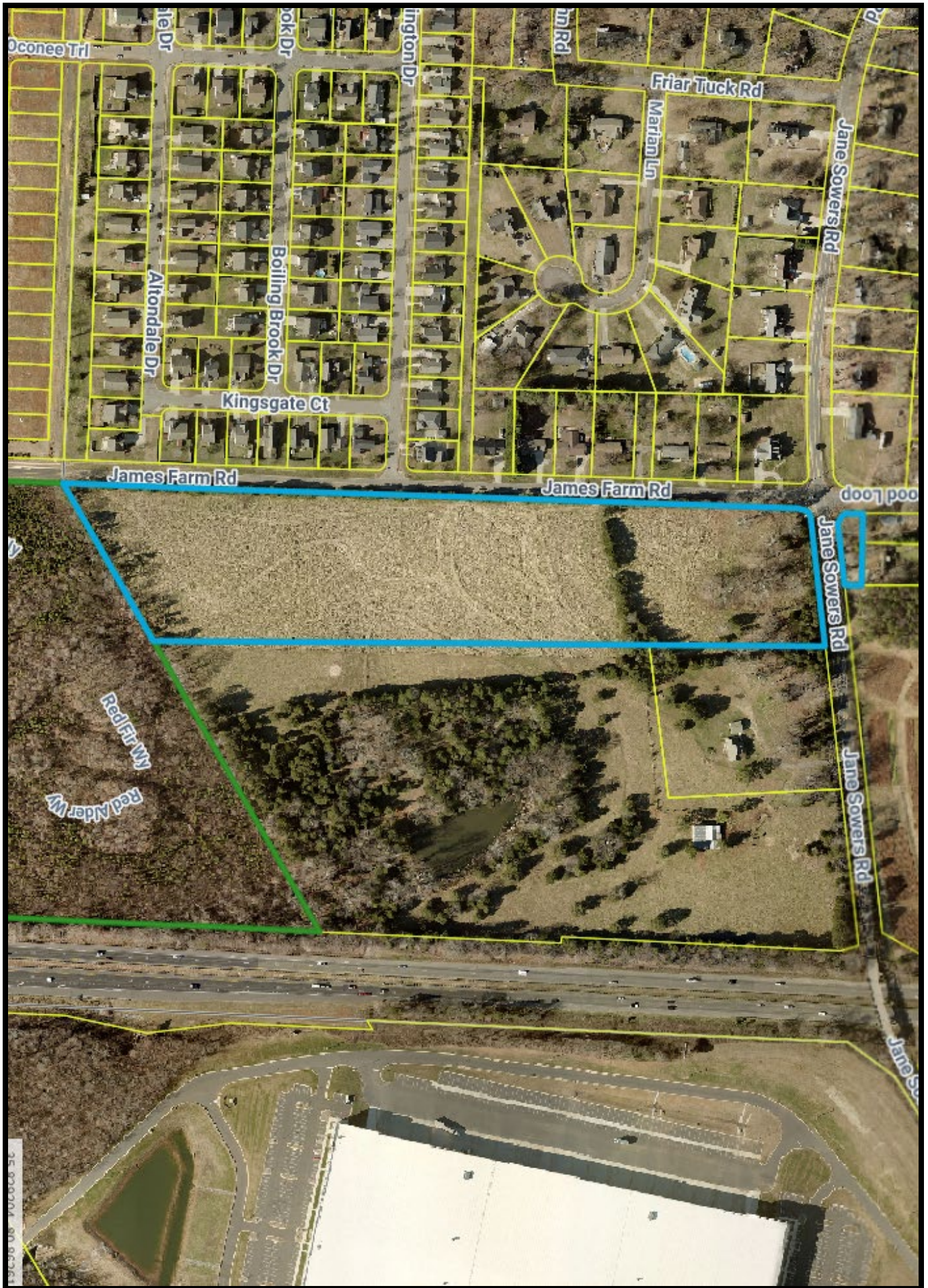
9. Attachments:

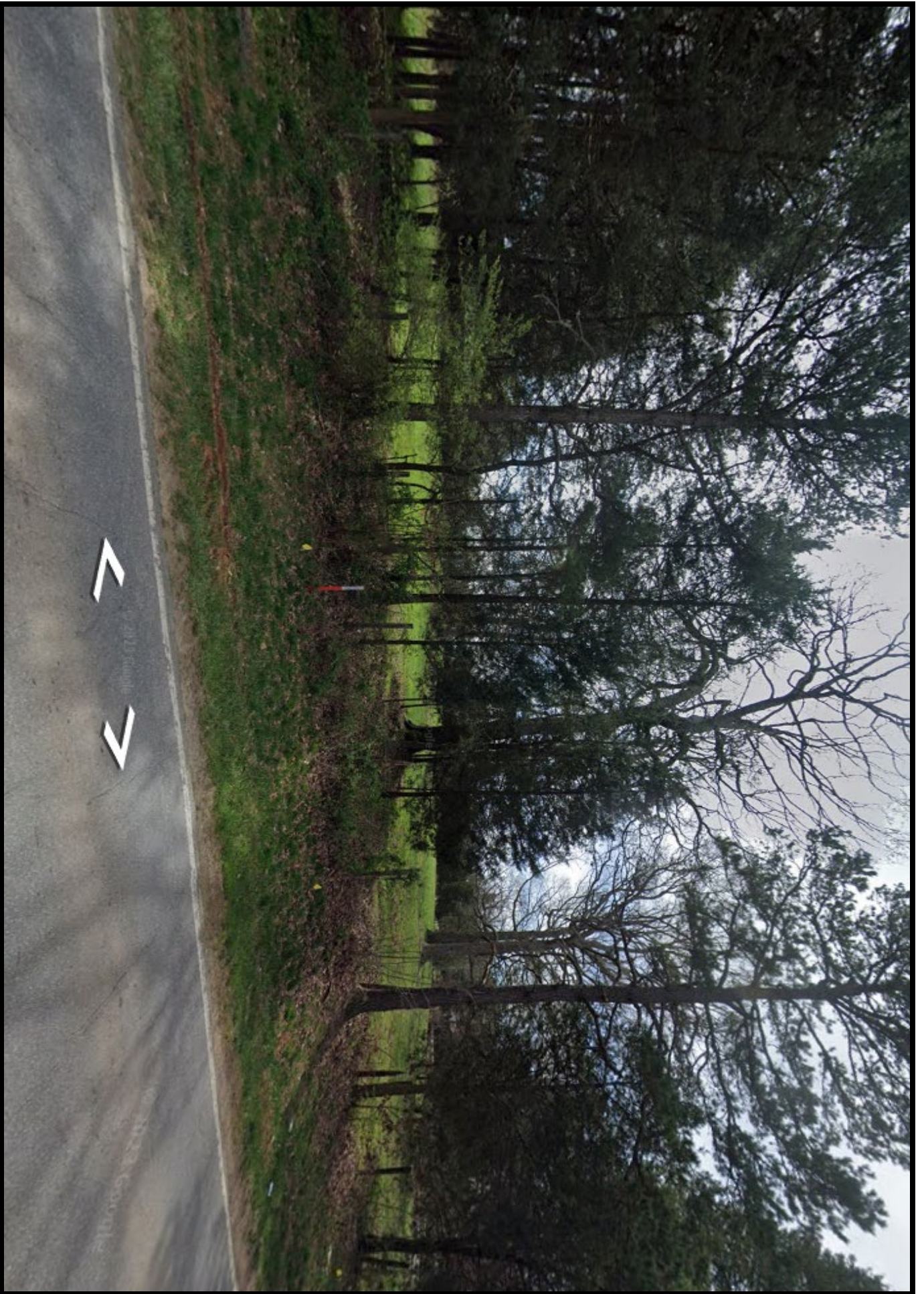
1. Packet Maps AX25-07 The Oaks
2. Concept Plan AX25-07 The Oaks at James Farm
3. Resolution_Clerk Investigation_-Contiguous_AX25-07 The Oaks at James Farm
4. Certificate of Sufficiency_Annexation_AX25-07 The Oaks at James Farm 2
5. Resolution to Set Public Hearing_AX25-07 The Oaks at James Farm 2

City of Statesville Planning Department

AX25-07 The Oaks at
James Farm
4746-72-7613



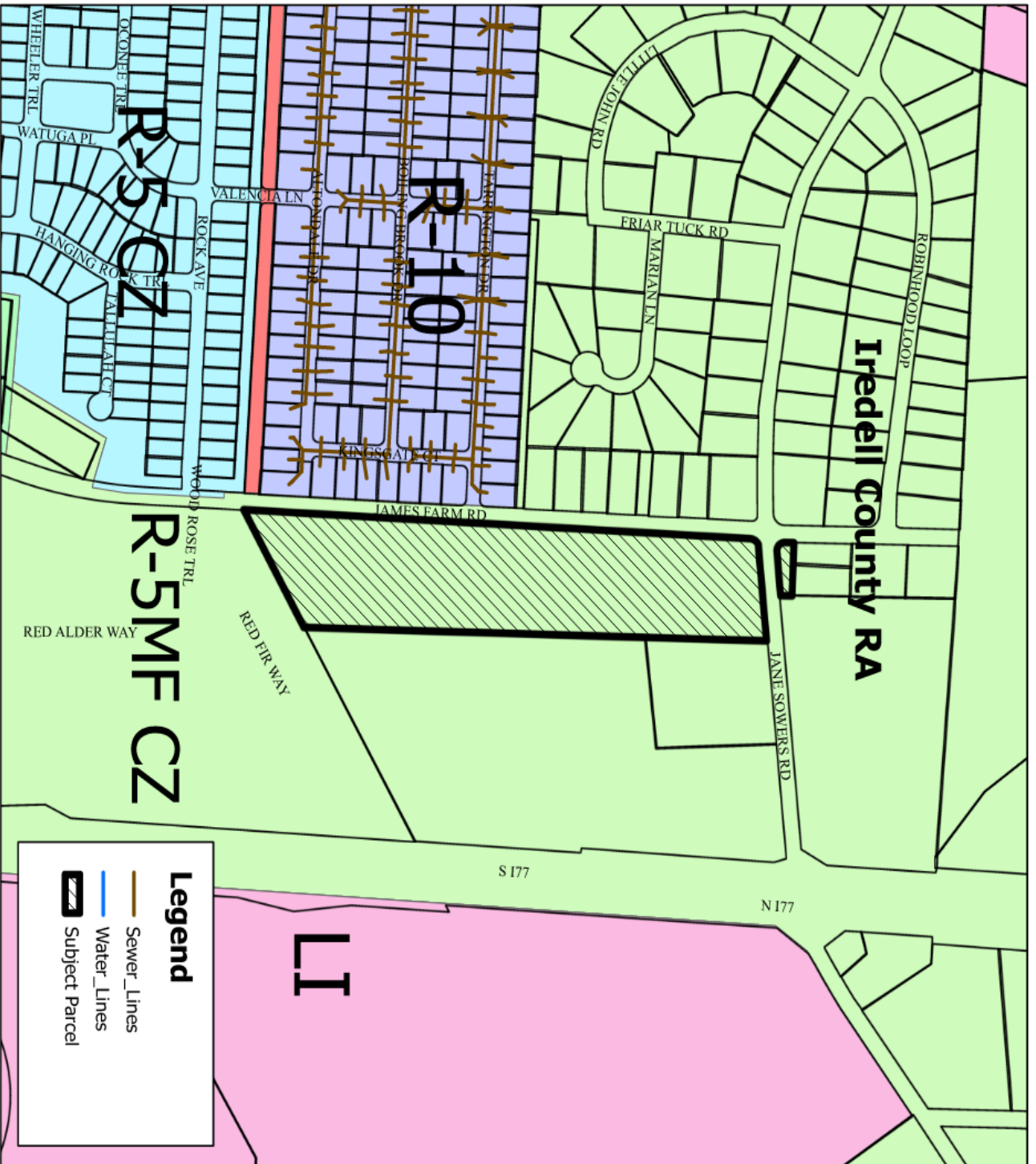
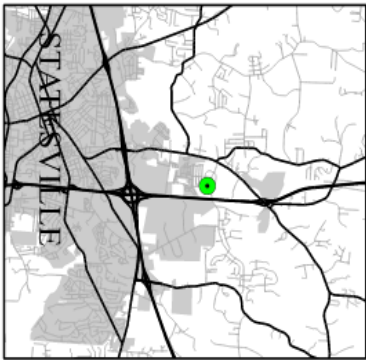




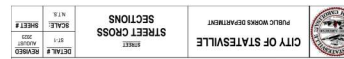
Site Photo – AX25-07 The Oaks at James Farm

City of Statesville
Planning Department

AX25-07 The Oaks at
 James Farm
 4746-72-7613



VICINITY MAP
NOT TO SCALE



SECTION A-A

SECTION B-B

TABLE OF MATERIALS

NO.	DESCRIPTION	QUANTITY	UNIT
1	CONCRETE	100	CU YD
2	STEEL	100	LB
3	GRAVEL	100	CU YD
4	CRUSHED STONE	100	CU YD
5	CEMENT	100	BA
6	WATER	100	CU YD
7	ADDITIONAL MATERIALS	100	CU YD

NOTES:

1. THE BRIDGE SHALL BE CONSTRUCTED OF CONCRETE AND STEEL.
2. THE BRIDGE SHALL BE 100 FEET LONG AND 40 FEET WIDE.
3. THE BRIDGE SHALL BE 10 FEET HIGH.
4. THE BRIDGE SHALL BE 10 FEET WIDE.
5. THE BRIDGE SHALL BE 10 FEET HIGH.
6. THE BRIDGE SHALL BE 10 FEET WIDE.
7. THE BRIDGE SHALL BE 10 FEET HIGH.
8. THE BRIDGE SHALL BE 10 FEET WIDE.
9. THE BRIDGE SHALL BE 10 FEET HIGH.
10. THE BRIDGE SHALL BE 10 FEET WIDE.

CITY OF BATHVILLE

BRIDGE CUT

SCALE

DATE

BY

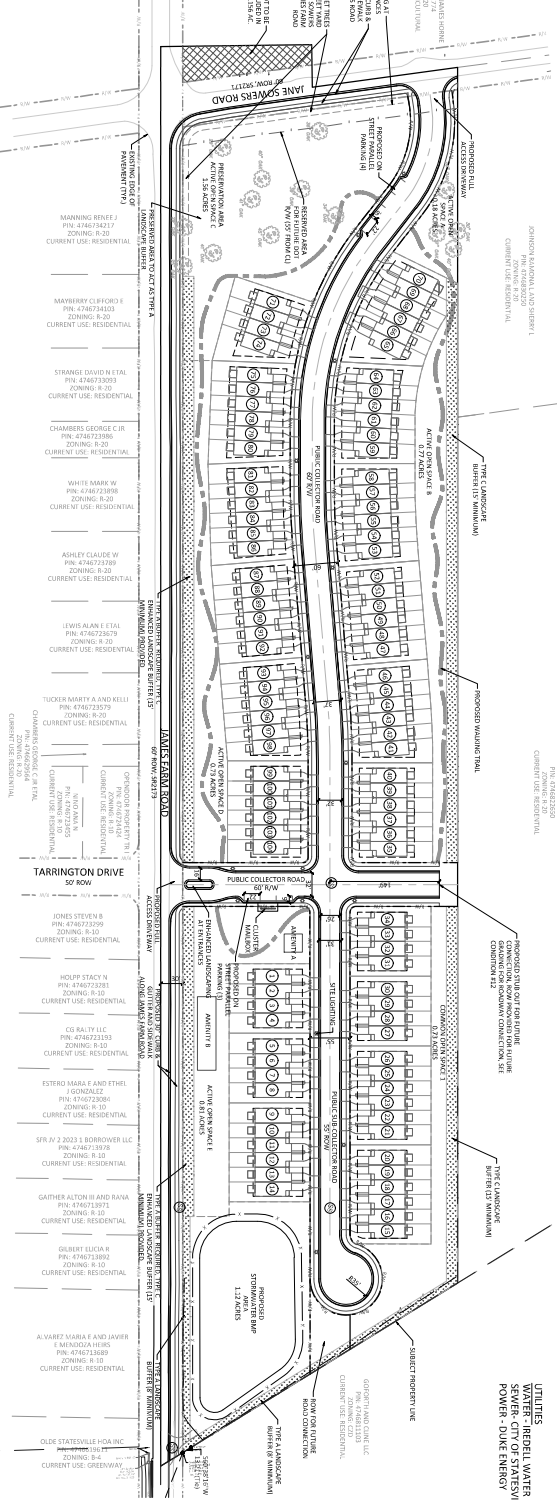
FOR

TYPICAL TOWNHOME LAYOUT



_____, _____ (PRINTED NAME)
 APPLICANT AGREE TO ADHERE TO THE ABOVE CONDITIONS ON
 JOINING CASE # ZC _____ AS ADOPTED BY CITY
 COUNCIL ON THE _____ DAY OF _____ 2025

 APPLICANT (SIGNATURE) _____ DATE _____

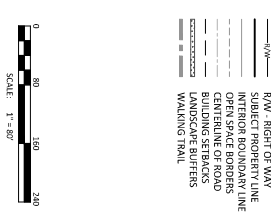


- [illegible]

SITE DATA

LOCATION	35.49.49' N
LATITUDE	106.46.46' W
PANEL	474677613
SUBJECT PROPERTY	16.64 AC. (6S)
PIN	474677613
SETBACKS	
FRONT YARD	10'
REAR YARD	2' (REQUIRED) / 7.5' PROVIDED
SIDE YARD	2' (REQUIRED) / 7.5' PROVIDED
MAINT	35'
ZONING	R-20 (REBEL COUNTRY)
PROPOSED ZONING	R-20 (REBEL COUNTRY)
EXISTING ZONING	R-20 (REBEL COUNTRY)
<u>SITE SIZE AND OVERLAP</u>	
<u>SUBJECT PROPERTY</u>	
MAXIMUM PERMIT	14.77 AC. (EXCLUDING JAMES
PROPOSED UNIT RANGE	FARM RD. AND JAMES SOWERS RD. R/W)
	295 UNITS (20 DU / AC)
	104 UNITS (7.04 DU / AC)
	112 UNITS (7.58 DU/AC)
PROPOSED INTERNAL R/W	2.78 ACRES
<u>OPEN SPACE</u>	
REQUIRED	200 MIN. 20' MIN. (20' MIN. + 28' AC.)* (40' MIN. OVER 28' BE ACTIVE = 1.67 AC.)
PROVIDED	
ACTIVE OPEN SPACE	4.05 ACRES
AOS-A	0.77 ACRES
AOS-B	0.77 ACRES
AOS-C	0.77 ACRES
AOS-D	0.77 ACRES
AOS-E	0.81 ACRES
COMMON OPEN SPACE	4.78 ACRES
TOTAL OPEN SPACE	4.78 ACRES
AMENITIES PROVIDED	
AMENITY CATEGORY	

LEGEND



RESOLUTION _____

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

**Case No. AX25-07 The Oaks at James Farm
Parcel # 4746-72-7613**

WHEREAS, a petition requesting annexation of the area described in said petition has been received on July 11, 2025, by the City Council; and

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

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

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

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

Adopted this 18th day of August 2025.

S - E - A - L

CITY OF STATESVILLE

By: _____
Constantine H. Kutteh, Mayor

ATTEST:

Emily Kurfees, City Clerk

CERTIFICATE OF SUFFICIENCY

**Case No. AX25-07 The Oaks at James Farm
Parcel # 4746-72-7613**

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Statesville, this 18th day of August 2025.

SEAL

Emily Kurfees, City Clerk

RESOLUTION _____
RESOLUTION FIXING THE DATE OF A PUBLIC HEARING ON THE QUESTION OF
ANNEXATION PURSUANT TO G.S. 160A-31
Case No. AX25-07 The Oaks at James Farm
Parcel # 4746-72-7613

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

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

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

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

Section 1. That a public hearing on the question of annexation of the contiguous area described herein will be held in the Council Chambers of the Statesville City Hall at 6:00 o'clock p.m. on the 15th day of September 2025.

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

BEGINNING AT A #4 REBAR WITH A CAP ON THE SOUTHERN MARGIN OF JANE SOWERS RD., A COMMON LINE OF NOW OR FORMERLY RAMORA & SHERRY JOHNSON, DEED BOOK 1780 PAGE 139, AND NOW OR FORMERLY SHUE FITS LLC, DEED BOOK 3108 PAGE 626; THENCE FROM THE POINT OF BEGINNING WITH THE JOHNSON LINE S 02°41'05" W A DISTANCE OF 1,627.26' TO A #4 REBAR WITH A CAP, ON THE LINE OF NOW OR FORMERLY GOFORTH & CLINE LLC, DEED BOOK 1903 PAGE 104; THENCE WITH THE GOFORTH & CLINE LLC LINE S 60°59'23" W A DISTANCE OF 440.35' TO A #4 REBAR WITH A CAP ON EASTERN 60' PUBLIC RIGHT OF WAY JAMES FARM RD.; THENCE WITH THE RIGHT OF WAY OF JAMES FARM RD. N 02°41'05" E A DISTANCE OF 1,807.87' TO A POINT AT THE INTERSECTION OF THE RIGHT OF WAY OF JANE SOWERS RD AND JAMES FARM RD; THENCE WITH THE RIGHT OF WAY OF JANE SOWERS RD N 84°58'17" E A DISTANCE OF 378.10' TO A #4 REBAR WITH A CAP, WHICH IS THE POINT OF BEGINNING, CONTAINING 14.773 ACRES AS SHOWN ON A MAP BY CAROLINA GEOMATICS, PLLC, DATED MAY 20, 2025.

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

Adopted this 18th day of August 2025.

CITY OF STATESVILLE

By: _____
Constantine H. Kutteh, Mayor

ATTEST:

Emily Kurfees, City Clerk

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Randall Moore, Stormwater Program Manager
DATE: 8/7/2025 4:09 PM

ACTION NEEDED ON: August 18, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider appointing the applicant Steven Haber to the Stormwater Advisory Commission.

1. Summary of Information:

Steven Haber has applied for appointment to the Stormwater Advisory Commission. Mr. Haber owns property in the City and pays the Stormwater Utility Fee which meets the requirement to serve on the commission. There are no other applications.

2. Previous Council or Relevant Actions:

Previously appointed Dawson Reese to the Stormwater Advisory Commission during the February 5th, 2024, Council Meeting.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: N/A

Strategic Plan Values: We value Engagement.

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

4. Budget/Funding Implications:

NA

5. Consequences for Not Acting:

The Commission will be left with 6 members and 3 vacant seats.

6. Department Recommendation:

Staff recommends appointing Mr. Haber to the Stormwater Advisory Commission.

7. Manager Comments:

No comments.

8. Next Steps:

Mr. Haber will serve a 3-year term ending on August 19th, 2028.

9. Attachments:

1. Steven Haber application

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

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

Name: STEVEN A. HABER Date of Application: 07 / 11 / 2025
Home Address: 188 WHITE APPLE WAY WARD: STATESVILLE, NC
Email Address: SAH.1911@pm.me Contact Phone No: 28625 561-836-1002

Do you reside in the City of Statesville? Yes ☒ No ☐ Length of Residence: 1 6
Years Months

Occupation: RETIRED - PLANNER / LA Employer: MUNICIPAL GOVERNMENT

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

Education: AAS. APPLIED SCIENCE FORESTRY SCIENCE
SUNY COPLAND B.S. SYRACUSE B.S. ES&F

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

Date of Birth: 03 / 22 / 53 Male: ☒ Female: ☐ Race:

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

40 YEARS EXPERIENCE IN PLANNING WITH 31 YEARS IN CIVIL
SERVICE, 4 YEARS IN CORPORATE REAL ESTATE
INVOLVING SITE PLAN REVIEW, SUBDIVISIONS, ARCH REVIEW

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

10 YEARS AS TRUSTEE SMITHTOWN HISTORICAL SOCIETY
5 YEARS WILDLIFE REHAB, LANDSCAPE ARCH.

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

GIS, HISTORY, WOODWORKING, BACKPACKING
ANTIQUES, METAL DETECTING, DUE DILIGENCE.

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

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

City of Statesville Boards, Committees and Commissions

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

☐ **ABC Board**

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

☐ **Airport Commission**

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

☒ **Board of Adjustment**

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

☐ **Civil Service Board**

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

☐ **Convention & Visitors Bureau**

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

☒ **Community Appearance Commission**

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

☒ **Design Review Committee**

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

☒ **Historic Preservation Commission**

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

☐ **Planning Board**

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

☐ **Statesville Housing Authority**

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

☒ **Stormwater Advisory Commission**

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

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: David Onley, Chief Of Police
DATE: 8/11/2025 8:48 AM

ACTION NEEDED ON: August 18, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving an update to the fee schedule to accomodate an increase of certain parking citations fees from \$10 to \$15.

1. Summary of Information:

The changes in the fee schedule will include updates to the Police Department parking citation fees. Parking ticket fees currently assessed at \$10 will increase to \$15. These revisions are intended to align citation fees with current enforcement practices and administrative costs. Implementing these adjustments ensures that fines remain fair and effective as a deterrent, while also reflecting the true expenses associated with processing and managing parking violations.

2. Previous Council or Relevant Actions:

N/A

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: N/A

Strategic Plan Values: N/A

4. Budget/Funding Implications:

For changes to the police department parking citation fees, increasing these fees will help offset rising enforcement, administrative, or operational costs. It will also encourage citizens to follow parking ordinances more closely to avoid the fees associated with the citations.

5. Consequences for Not Acting:

Not acting on the increase in parking ticket fees will force the Police Department operating budget to absorb increasing enforcement, administrative or operational costs.

6. Department Recommendation:

Staff recommend supporting and approving the changes as outlined in the policy.

7. Manager Comments:

Recommend for approval.

8. Next Steps:

If approved, the updated policies and fees will take effect immediately.

9. Attachments:

None.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Jenn Bosser, Iredell EDC
DATE: 8/7/2025 4:16 PM

ACTION NEEDED ON: August 18, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing and consider approving an economic incentive for an expansion project known as Project Eco Clean.

1. Summary of Information:

Project Eco Clean is an existing, privately owned manufacturing company currently in North Carolina. The company's five year goal is to consolidate all manufacturing to one of their current facilities. They are asking for an economic incentive to expand their current facility.

They will retain the 8 jobs the company currently has and add a minimum of 9 new jobs with an average wage of \$45,520. The project will begin in March 2026 to have a full investment of \$2,200,000 by December 2026. The total incentive will be \$20,541.00.

2. Previous Council or Relevant Actions:

City Council approved the Economic Incentive Policy in 2022.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: N/A

Strategic Plan Values: We value and encourage Opportunity

Approving this incentive brings at a minimum of 9 new jobs to the City.

4. Budget/Funding Implications:

- 80% grant based on real property and 50% grant based on Tangible Personal Property of an investment of \$2,200,000.
- \$20,541 (\$6,847 a year over 3 years)

5. Consequences for Not Acting:

The company may not expand their facility in Statesville.

6. Department Recommendation:

Approve the incentive agreement as presented.

7. Manager Comments:

Recommend approving the incentive agreement as presented.

8. Next Steps:

If approved, staff will have legal draft the incentive agreement.

9. Attachments:

None.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Randall Moore, Stormwater Program Manager
DATE: 8/7/2025 4:07 PM

ACTION NEEDED ON: August 18, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing and consider passing the first reading of TA25-03 Flood Development Permit to amend Appendix A, Article II, Part 2, Section 2.25 Flood Development Permit.

1. Summary of Information:

As part of the NC Floodplain Mapping Program's map maintenance process, Iredell County (Statesville) received their Preliminary update to the County's FIS on September 29, 2023. The City is required to update the Floodplain Development Ordinance to reflect the new maps prior to the maps being adopted for residents to continue to participate in the National Flood Insurance Program. The City is taking the opportunity to update the ordinance to the latest North Carolina Model Ordinance from 2021 and institute more stringent regulations to better protect property owners and the floodplain.

2. Previous Council or Relevant Actions:

Council previously adopted An Ordinance Amending Appendix A, Article XII, Section 120 Flood Damage Prevention Ordinance on the 4th of February, 2008.

Council previously attended information session on proposed update to the Floodplain Ordinance during a workshop about the Floodplain Map updates on the 8th of January, 2024.

The City of Statesville Planning Board recommended approval of the text amendment as written with a split vote of 4-2.

The board had a great discussion regarding their concerns of the proposed changes of this increased freeboard. These concerns were:

1. The financial impacts on the non-residential structures that are currently located in the 100-year floodplain.
2. The practical impacts on residential structures that are in the floodplain if an addition to the structure is proposed.
3. The impact on property values if all fill in the 100-year floodplain is prohibited.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

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

Strategic Plan Values: N/A

the proposed changes will result in the floodplain remaining natural which will prevent flood waters from impacting both new and existing development. For structures that are constructed, it will make them more resilient when floods do occur due to the increased freeboard above the base flood elevation. This will help mitigate future City and property owner costs associated with potential damage from flooding events.

4. Budget/Funding Implications:

N/A

5. Consequences for Not Acting:

The new floodplain maps will not be adopted and citizens properties located in the 100-yr floodplain could lose their ability to purchase flood insurance. The State recommends a minimum of 2 feet of freeboard and the City's ordinance will continue to be below that minimum threshold leaving property and business owners more vulnerable to impacts from flooding events.

6. Department Recommendation:

Staff recommends approval effective January 1st, 2026.

7. Manager Comments:

Concur with the department recommendation.

8. Next Steps:

Approve 1st reading, have 2nd reading of this amendment and approve.

9. Attachments:

1. Ordinance Amending Appendix A_Article 2_Part 5_Section 2.24 Floodplain Development Ordinance 7-16-25
2. Amendment Floodplain Ordinance 5-16-25

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, ARTICLE II, PART 2, SECTION 2.25 FLOOD DEVELOPMENT PERMIT

WHEREAS, the City Council passed a Flood Damage Prevention Ordinance on February 4th, 2008; and

WHEREAS, said ordinance regulated the development of property in environmentally sensitive areas as well as providing owners the ability to purchase flood insurance; and

WHEREAS, the Federal Emergency Management Agency and the North Carolina Department of Public Safety have revised the flood models for Iredell County and the municipalities within; and

WHEREAS, in order to continue participation in the National Flood Insurance Program the City Council must approve a new ordinance and accompanying maps.

NOW THEREFORE, BE IT ORDAINED, that Appendix A, Article II, Part 2, Section 2.25 entitled "Flood Damage Prevention" be deleted in its entirety and a new Article II, Part 2, Section 2.25 entitled "Flood Damage Prevention" be added as follows:

FLOOD DAMAGE PREVENTION ORDINANCE

ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.	2
SECTION A. STATUTORY AUTHORIZATION.....	2
SECTION B. FINDINGS OF FACT.....	2
SECTION C. STATEMENT OF PURPOSE.....	3
SECTION D. OBJECTIVES.....	3
ARTICLE 2. DEFINITIONS.....	4
ARTICLE 3. GENERAL PROVISIONS.....	11
SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.....	11
SECTION B. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.....	11
SECTION C. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.....	11
SECTION D. COMPLIANCE.....	11
SECTION E. ABROGATION AND GREATER RESTRICTIONS.....	11
SECTION F. INTERPRETATION.....	11
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FLOOD DAMAGE PREVENTION ORDINANCE

ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.

SECTION A. STATUTORY AUTHORIZATION.

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Article 6 of Chapter 153A; Article 8 of Chapter 160A; and Article 7, 9, and 11 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the authority to adopt regulations designed to promote the public health, safety, and general welfare.

Therefore, the City Council of the City of Statesville, North Carolina, does ordain as follows:

SECTION B. FINDINGS OF FACT.

- (1) The flood prone areas within the jurisdiction of the City of Statesville are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

- (2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities and by the occupancy in flood prone areas of uses vulnerable to floods or other hazards.

SECTION C. STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within flood prone areas by provisions designed to:

- (1) Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards or that result in damaging increases in erosion, flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and
- (5) Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or which may increase flood hazards to other lands.

SECTION D. OBJECTIVES.

The objectives of this ordinance are to:

- (1) Protect human life, safety, and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business losses and interruptions;
- (5) Minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in flood prone areas;
- (6) Minimize damage to private and public property due to flooding;
- (7) Make flood insurance available to the community through the National Flood Insurance Program;
- (8) Maintain the natural and beneficial functions of floodplains;
- (9) Help maintain a stable tax base by providing for the sound use and development of flood prone areas; and
- (10) Ensure that potential buyers are aware that property is in a Special Flood Hazard Area.

ARTICLE 2. DEFINITIONS.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

"Accessory Structure (Appurtenant Structure)" means a structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

"Addition (to an existing building)" means an extension or increase in the floor area or height of a building or structure.

"Alteration of a watercourse" means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

"Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

"Area of Shallow Flooding" means a designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with base flood depths determined to be from one (1) to three (3) feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

"Area of Special Flood Hazard" see "Special Flood Hazard Area (SFHA)".

"Base Flood" means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

"Base Flood Elevation (BFE)" means a determination of the water surface elevations of the base flood as published in the Flood Insurance Study. When the BFE has not been provided in a "Special Flood Hazard Area", it may be obtained from engineering studies available from a Federal, State, or other source using FEMA approved engineering methodologies. This elevation, when combined with the "Freeboard", establishes the "Regulatory Flood Protection Elevation".

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides.

"Building" see "Structure".

"Chemical Storage Facility" means a building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

"Design Flood" See "Regulatory Flood Protection Elevation."

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

“Development Activity” means any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

“Digital Flood Insurance Rate Map (DFIRM)” means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

“Disposal” means, as defined in NCGS 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

“Elevated Building” means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

“Encroachment” means the advance or infringement of uses, fill, excavation, buildings, structures or development into a special flood hazard area, which may impede or alter the flow capacity of a floodplain.

“Existing building and existing structure” means any building and/or structure for which the “start of construction” commenced before the effective date of the floodplain management regulations adopted by a community, dated September 17, 1979.

“Existing Manufactured Home Park or Manufactured Home Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community, dated September 17, 1979.

“Flood” or “Flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (a) The overflow of inland or tidal waters; and/or
- (b) The unusual and rapid accumulation or runoff of surface waters from any source.

“Flood Boundary and Floodway Map (FBFM)” means an official map of a community, issued by the FEMA, on which the Special Flood Hazard Areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the Flood Insurance Rate Map (FIRM).

“Flood Hazard Boundary Map (FHBM)” means an official map of a community, issued by the FEMA, where the boundaries of the Special Flood Hazard Areas have been defined as Zone A.

“Flood Insurance” means the insurance coverage provided under the National Flood Insurance Program.

“Flood Insurance Rate Map (FIRM)” means an official map of a community, issued by the FEMA, on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated. (see also DFIRM)

“Flood Insurance Study (FIS)” means an examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the FEMA. The Flood Insurance Study report includes Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), if published.

“Flood Prone Area” see “Floodplain”

“Flood Zone” means a geographical area shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

“Floodplain” means any land area susceptible to being inundated by water from any source.

“Floodplain Administrator” is the individual appointed to administer and enforce the floodplain management regulations.

“Floodplain Development Permit” means any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

“Floodplain Management” means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

“Floodplain Management Regulations” means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power. This term describes federal, state or local regulations, in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

“Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

“Flood-resistant material” means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbars are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

“Floodway” means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

“Floodway encroachment analysis” means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and hydraulic models meeting the minimum requirements of the National Flood Insurance Program.

“Freeboard” means the height added to the BFE to account for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, precipitation exceeding the base

flood, and the hydrological effect of urbanization of the watershed. The BFE plus the freeboard establishes the "Regulatory Flood Protection Elevation".

"Functionally Dependent Facility" means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, limited to a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

"Hazardous Waste Management Facility" means, as defined in NCGS 130A, Article 9, a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste.

"Highest Adjacent Grade (HAG)" means the highest natural elevation of the ground surface, prior to construction, immediately next to the proposed walls of the structure.

"Historic Structure" means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the US Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a local inventory of historic landmarks in communities with a "Certified Local Government (CLG) Program"; or
- (d) Certified as contributing to the historical significance of a historic district designated by a community with a "Certified Local Government (CLG) Program."

Certified Local Government (CLG) Programs are approved by the US Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the State Historic Preservation Officer as having met the requirements of the National Historic Preservation Act of 1966 as amended in 1980.

"Letter of Map Change (LOMC)" means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (a) Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (b) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- (c) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
- (d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-

built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

“Light Duty Truck” means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

- (a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (c) Available with special features enabling off-street or off-highway operation and use.

“Lowest Adjacent Grade (LAG)” means the lowest elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

“Lowest Floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

“Manufactured Home” means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.

“Manufactured Home Park or Subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

“Map Repository” means the location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products have the same authority as hard copy products. Therefore, the NCEM’s Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data the NC FRIS website (<http://FRIS.NC.GOV/FRIS>) is the map repository, and for historical flood hazard data the FloodNC website (<http://FLOODNC.GOV/NCFLOOD>) is the map repository.

“Market Value” means the building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (Actual Cash Value); or adjusted tax assessed values.

“New Construction” means structures for which the “start of construction” commenced on or after the effective date of the initial floodplain management regulations and includes any subsequent improvements to such structures.

“Non-Encroachment Area (NEA)” means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as designated in the Flood Insurance Study report.

“Post-FIRM” means construction or other development for which the “start of construction” occurred on or

after the effective date of the initial Flood Insurance Rate Map.

“Pre-FIRM” means construction or other development for which the “start of construction” occurred before the effective date of the initial Flood Insurance Rate Map.

“Principally Above Ground” means that at least 51% of the actual cash value of the structure is above ground.

“Public Safety” and/or “Nuisance” means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

“Recreational Vehicle (RV)” means a vehicle, which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck;
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use, and
- (e) Is fully licensed and ready for highway use.

“Reference Level” is the bottom of the lowest horizontal structural member of the lowest floor for structures within all Special Flood Hazard Areas.

“Regulatory Flood Protection Elevation” means the “Base Flood Elevation” plus the “Freeboard”. In “Special Flood Hazard Areas” where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus four (4) feet freeboard. In “Special Flood Hazard Areas” where no BFE has been established, this elevation shall be at least four (4) feet above the highest adjacent grade.

“Remedy a Violation” means to bring the structure or other development into compliance with state and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

“Salvage Yard” means any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances and related machinery.

“Solid Waste Disposal Facility” means any facility involved in the disposal of solid waste, as defined in NCGS 130A-290(a)(35).

“Solid Waste Disposal Site” means, as defined in NCGS 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

“Special Flood Hazard Area (SFHA)” means the land in the floodplain subject to a one percent (1%) or greater chance of being flooded in any given year, as determined in Article 3, Section B of this ordinance.

“Start of Construction” includes substantial improvement, and means the date the building permit was

issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

“Substantial Damage” means damage of any origin sustained by a structure during any one-year period whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. See definition of “substantial improvement”.

“Substantial Improvement” means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one-year period for which the cost equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- (a) Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to Article 4 Section E of this ordinance.

“Technical Bulletin and Technical Fact Sheet” means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

It should be noted that Technical Bulletins and Technical Fact Sheets provide guidance on the minimum requirements of the NFIP regulations. State or community requirements that exceed those of the NFIP take precedence. Design professionals should contact the community officials to determine whether more restrictive State or local regulations apply to the building or site in question. All applicable standards of the State or local building code must also be met for any building in a flood hazard area.

“Temperature Controlled” means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

“Variance” is a grant of relief from the requirements of this ordinance.

“Violation” means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Articles 4 and 5 is presumed to be in violation until such time as that documentation is provided.

“Water Surface Elevation (WSE)” means the height, in relation to NAVD 1988, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

ARTICLE 3. GENERAL PROVISIONS.

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all areas within the jurisdiction, including Extra-Territorial Jurisdictions (ETJs) as allowed by law, of the City of Statesville.

SECTION B. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated March 18, 2008 for Iredell County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance, and all revisions thereto.

SECTION C. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A Floodplain Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities within Special Flood Hazard Areas determined in accordance with the provisions of Article 3, Section B of this ordinance.

SECTION D. COMPLIANCE.

No structure or land shall hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION.

In the interpretation and application of this ordinance, all provisions shall be:

- (a) Considered as minimum requirements;
- (b) Liberally construed in favor of the governing body; and
- (c) Deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur. Actual flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of Statesville or by any officer or employee thereof for any flood damages that result from reliance on this ordinance, or any administrative decision lawfully made hereunder.

SECTION H. PENALTIES FOR VIOLATION.

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$100.00 or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Statesville from taking such other lawful action as is necessary to prevent or remedy any violation.

ARTICLE 4. ADMINISTRATION.

SECTION A. DESIGNATION OF FLOODPLAIN ADMINISTRATOR.

The Stormwater Program Manager, hereinafter referred to as the "Floodplain Administrator", is hereby appointed to administer and implement the provisions of this ordinance. In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator shall be responsible for the coordination and community's overall compliance with the National Flood Insurance Program and the provisions of this ordinance.

SECTION B. FLOODPLAIN DEVELOPMENT APPLICATION, PERMIT AND CERTIFICATION REQUIREMENTS.

- (1) **Application Requirements.** Application for a Floodplain Development Permit shall be made to the Floodplain Administrator prior to any development activities located within Special Flood Hazard Areas. The following items shall be presented to the Floodplain Administrator to apply for a floodplain development permit:
 - (a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
 - (i) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials,

- storage areas, drainage facilities, and other development;
 - (ii) The boundary of the Special Flood Hazard Area as delineated on the FIRM or other flood map as determined in Article 3, Section B, or a statement that the entire lot is within the Special Flood Hazard Area;
 - (iii) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 3, Section B;
 - (iv) The boundary of the floodway(s) or non-encroachment area(s) as determined in Article 3, Section B;
 - (v) The Base Flood Elevation (BFE) where provided as set forth in Article 3, Section B; Article 4, Section C; or Article 5, Section D;
 - (vi) The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and
 - (vii) The certification of the plot plan by a registered land surveyor or professional engineer. Projects under one-hundred-fifty (150) square feet or \$3,000 and not in a floodway or non-encroachment zone, are exempt from this provision.
- (b) Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area including but not limited to:
- (i) Elevation in relation to NAVD 1988 of the proposed reference level (including basement) of all structures;
 - (ii) Elevation in relation to NAVD 1988 to which any non-residential structure in Zones A, AE, AH, AO, A99 will be floodproofed; and
 - (iii) Elevation in relation to NAVD 1988 to which any proposed utility systems will be elevated or floodproofed.
- (c) If floodproofing, a Floodproofing Certificate (FEMA Form 086-0-34) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.
- (d) A Foundation Plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include but are not limited to:
- (i) The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and
 - (ii) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with Article 5, Section B(4)(d) when solid foundation perimeter walls are used in Zones A, AE, AH, AO, A99.
- (e) Usage details of any enclosed areas below the lowest floor.
- (f) Plans and/or details for the protection of public utilities and facilities such as sewer, gas,

electrical, and water systems to be located and constructed to minimize flood damage.

- (g) Certification that all other Local, State and Federal permits required prior to floodplain development permit issuance have been received.
- (h) Documentation for placement of Recreational Vehicles and/or Temporary Structures, when applicable, to ensure that the provisions of Article 5, Section B, subsections (6) and (7) of this ordinance are met.
- (i) A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.

(2) **Permit Requirements.** The Floodplain Development Permit shall include, but not be limited to:

- (a) A complete description of all the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.).
- (b) The Special Flood Hazard Area determination for the proposed development in accordance with available data specified in Article 3, Section B.
- (c) The Regulatory Flood Protection Elevation required for the reference level and all attendant utilities.
- (d) The Regulatory Flood Protection Elevation required for the protection of all public utilities.
- (e) All certification submittal requirements with timelines.
- (f) A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse unless the requirements of Article 5, Section F have been met.
- (g) The flood openings requirements.
- (h) Limitations of below BFE enclosure uses (if applicable). (i.e., parking, building access and limited storage only).
- (i) A statement, that all materials below BFE/RFPE must be flood resistant materials.

(3) **Certification Requirements.**

- (a) Elevation Certificates
 - (i) An Elevation Certificate (FEMA Form 086-0-33) is required after the reference level is established. Within seven (7) calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. Any work done within the seven (7) day calendar period and prior to submission of the certification

shall be at the permit holder's risk. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop-work order for the project.

- (ii) A final Finished Construction Elevation Certificate (FEMA Form 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" x 3". Digital photographs are acceptable.

(b) Floodproofing Certificate

- (i) If non-residential floodproofing is used to meet the Regulatory Flood Protection Elevation requirements, a Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
- (ii) A final Finished Construction Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection

and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

- (c) If a manufactured home is placed within Zones A, AE, AH, AO, A99 and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of Article 5, Section B(3)(b).
- (d) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.
- (e) Certification Exemptions. The following structures, if located within Zones A, AE, AH, AO, A99, are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) of this subsection:
 - (i) Recreational Vehicles meeting requirements of Article 5, Section B(6)(a);
 - (ii) Temporary Structures meeting requirements of Article 5, Section B(7); and
 - (iii) Accessory Structures that are one-hundred-fifty (150) square feet or less or \$3,000 or less and meeting requirements of Article 5, Section B(8).

(4) **Determinations for existing buildings and structures.**

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction

requirements of the NC Building Code and this ordinance is required.

SECTION C. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The Floodplain Administrator shall perform, but not be limited to, the following duties:

- (1) Review all floodplain development applications and issue permits for all proposed development within Special Flood Hazard Areas to assure that the requirements of this ordinance have been satisfied.
- (2) Review all proposed development within Special Flood Hazard Areas to assure that all necessary local, state and federal permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (3) Notify adjacent communities and the North Carolina Department of Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
- (5) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of Article 5, Section F are met.
- (6) Obtain actual elevation (in relation to NAVD 1988) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of Article 4, Section B(3).
- (7) Obtain actual elevation (in relation to NAVD 1988) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of Article 4, Section B(3).
- (8) Obtain actual elevation (in relation to NAVD 1988) of all public utilities in accordance with the provisions of Article 4, Section B(3).
- (9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of Article 4, Section B(3) and Article 5, Section B(2).
- (10) Where interpretation is needed as to the exact location of boundaries of the Special Flood Hazard Areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (11) When BFE data has not been provided in accordance with the provisions of Article 3, Section B, obtain, review, and reasonably utilize any BFE data, along with floodway data or non-encroachment area data available from a federal, state, or other source, including data developed pursuant to Article 5, Section D(2)(c), in order to administer the provisions of this ordinance.
- (12) When BFE data is provided but no floodway or non-encroachment area data has been provided in

accordance with the provisions of Article 3, Section B, obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a federal, state, or other source in order to administer the provisions of this ordinance.

- (13) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.
- (14) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the Floodplain Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Floodplain Administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.
- (15) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
- (16) Revoke floodplain development permits as required. The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.
- (17) Make periodic inspections throughout the Special Flood Hazard Areas within the jurisdiction of the community. The Floodplain Administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (18) Follow through with corrective procedures of Article 4, Section D.
- (19) Review, provide input, and make recommendations for variance requests.
- (20) Maintain a current map repository to include, but not limited to, historical and effective FIS Report, historical and effective FIRM and other official flood maps and studies adopted in accordance with the provisions of Article 3, Section B of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify State and FEMA of mapping needs.
- (21) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).
- (22) When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a Special Flood Hazard Area is above the BFE, advise the property owner of the option to apply for a Letter of Map Amendment (LOMA) from FEMA. Maintain a copy of the LOMA issued by

FEMA in the floodplain development permit file.

SECTION D. CORRECTIVE PROCEDURES.

- (1) Violations to be corrected: When the Floodplain Administrator finds violations of applicable state and local laws; it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.
- (2) Actions in Event of Failure to Take Corrective Action: If the owner of a building or property shall fail to take prompt corrective action, the Floodplain Administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:
 - (a) That the building or property is in violation of the floodplain management regulations;
 - (b) That a hearing will be held before the Floodplain Administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and
 - (c) That following the hearing, the Floodplain Administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.
- (3) Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more than least One-hundred-eighty (180) calendar days. Where the Floodplain Administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.
- (4) Appeal: Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the Floodplain Administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- (5) Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58 and shall be punished at the discretion of the court.

SECTION E. VARIANCE PROCEDURES.

- (1) The Board of Adjustment as established by the City of Statesville, hereinafter referred to as the "appeal board", shall hear and decide requests for variances from the requirements of this ordinance.
- (2) Any person aggrieved by the decision of the appeal board may appeal such decision to the Court, as provided in Chapter 7A of the North Carolina General Statutes.

- (3) Variances may be issued for:
- (a) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;
 - (b) Functionally dependent facilities if determined to meet the definition as stated in Article 2 of this ordinance, provided provisions of Article 4, Section E(9)(b), (c), and (e) have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or
 - (c) Any other type of development provided it meets the requirements of this Section.
- (4) In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:
- (a) The danger that materials may be swept onto other lands to the injury of others;
 - (b) The danger to life and property due to flooding or erosion damage;
 - (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (d) The importance of the services provided by the proposed facility to the community;
 - (e) The necessity to the facility of a waterfront location as defined under Article 2 of this ordinance as a functionally dependent facility, where applicable;
 - (f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - (g) The compatibility of the proposed use with existing and anticipated development;
 - (h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (k) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.
- (5) A written report addressing each of the above factors shall be submitted with the application for a variance.
- (6) Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes

and objectives of this ordinance.

- (7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the BFE and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE may result in increased premium rates for flood insurance up to \$25 per \$100 of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.
- (8) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the FEMA and the State of North Carolina upon request.
- (9) Conditions for Variances:
 - (a) Variances shall not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.
 - (b) Variances shall not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge.
 - (c) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (d) Variances shall only be issued prior to development permit approval.
 - (e) Variances shall only be issued upon:
 - (i) A showing of good and sufficient cause;
 - (ii) A determination that failure to grant the variance would result in exceptional hardship; and
 - (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (10) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in Special Flood Hazard Areas provided that all of the following conditions are met.
 - (a) The use serves a critical need in the community.
 - (b) No feasible location exists for the use outside the Special Flood Hazard Area.
 - (c) The reference level of any structure is elevated or floodproofed to at least the Regulatory Flood Protection Elevation.
 - (d) The use complies with all other applicable federal, state and local laws.
 - (e) The City of Statesville has notified the Secretary of the North Carolina Department of Public Safety of its intention to grant a variance at least thirty (30) calendar days prior to granting the

variance.

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.

SECTION A. GENERAL STANDARDS.

In all Special Flood Hazard Areas, the following provisions are required:

- (1) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.
- (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage in accordance with the FEMA Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*.
- (3) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (4) All new electrical, heating, ventilation, air-conditioning, plumbing, duct systems, and other building utility systems, equipment, and service facilities must be located at or above the Regulatory Flood Protection Elevation (RFPE) and/or specially designed to prevent water from entering or accumulating within the components and installed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the design flood elevation. Utility systems, equipment, and service facilities include, but are not limited to, HVAC equipment, water softener units, bath/kitchen plumbing fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, water heaters, fuel tanks, and electric outlets/switches.
 - (a) Replacements part of a substantial improvement must also meet the above provisions.
 - (b) Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and/or improvements comply with the standards for new construction consistent with the code and requirements for the original structure.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into flood waters.
- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) Nothing in this ordinance shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the Regulatory Flood Protection Elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.
- (9) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards,

and chemical storage facilities shall not be permitted, except by variance as specified in Article 4, Section E(10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the Regulatory Flood Protection Elevation and certified in accordance with the provisions of Article 4, Section B(3).

- (10) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.
- (11) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (12) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (13) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (14) When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.
- (15) When a structure is located in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest BFE shall apply.
- (16) Buildings and structures that are located in more than one flood hazard area shall comply with the provisions associated with the most restrictive flood hazard area.
- (17) Fill is prohibited in the SFHA, including construction of buildings on fill. This includes not approving Conditional Letters or Letters of Map Revision - Based on Fill (CLOMR-F or LOMR-F) for new development. The following are exempt from this provision:
 - (a) Road and driveway construction, greenway construction;
 - (b) Utility infrastructure (to include but not limited to power, water, sewer, stormwater and communication);
 - (c) Minor filling where needed to protect or restore natural floodplain functions, such as part of a stream channel restoration project. To meet this exclusion, the project must utilize only the minimum amount of fill necessary to ensure that the targeted area is restored to full ecological functionality.

SECTION B. SPECIFIC STANDARDS.

In all Special Flood Hazard Areas where BFE data has been provided, as set forth in Article 3, Section B, or Article 5, Section D, the following provisions, in addition to the provisions of Article 5, Section A, are required:

- (1) Residential Construction. New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation (RFPE), as defined in Article 2 of this ordinance.
- (2) Non-Residential Construction. New construction and substantial improvement of any commercial,

industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance. Structures located in Zones A, AE, AH, AO, A99 may be floodproofed to the Regulatory Flood Protection Elevation (RFPE) in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with Article 5, Section G(2). A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in Article 4, Section B(3), along with the operational plan and the inspection and maintenance plan.

(3) Manufactured Homes.

- (a) New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the Regulatory Flood Protection Elevation (RFPE), as defined in Article 2 of this ordinance.
- (b) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the Commissioner of Insurance pursuant to NCGS 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.
- (c) All enclosures or skirting below the lowest floor shall meet the requirements of Article 5, Section B(4).
- (d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the Floodplain Administrator and the local Emergency Management Coordinator.

(4) Elevated Buildings. Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor:

- (a) Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;
- (b) Shall not be temperature-controlled or conditioned;
- (c) Shall be constructed entirely of flood resistant materials at least to the Regulatory Flood Protection Elevation; and
- (d) Shall include flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must

either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:

- (i) A minimum of two flood openings on different sides of each enclosed area subject to flooding;
- (ii) The total net area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;
- (iii) If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;
- (iv) The bottom of all required flood openings shall be no higher than one (1) foot above the higher of the interior or exterior adjacent grade;
- (v) Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and
- (vi) Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

(d) Fill/Grading

Fill is prohibited in the SFHA, including construction of buildings on fill. This includes not approving Conditional Letters or Letters of Map Revision - Based on Fill (CLOMR-F or LOMR-F) for new development. The following are exempt from this provision:

- (i) Road and driveway construction, greenway construction;
- (ii) Utility infrastructure (to include but not limited to power, water, sewer, stormwater, and communication);
- (iii) Minor filling where needed to protect or restore natural floodplain functions, such as part of a stream channel restoration project. To meet this exclusion, the project must utilize only the minimum amount of fill necessary to ensure that the targeted area is restored to full ecological functionality.

(5) Additions/Improvements.

- (a) Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 - (i) Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages.
 - (ii) A substantial improvement, with modifications/rehabilitations/improvements to the existing structure or the common wall is structurally modified more than installing a doorway, both the existing structure and the addition must comply with the standards for new construction.
- (b) Additions to pre-FIRM or post-FIRM structures that are a substantial improvement with no modifications/rehabilitations/improvements to the existing structure other than a standard door in the common wall, shall require only the addition to comply with the standards for new

construction.

(c) Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:

(i) Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction consistent with the code and requirements for the original structure.

(ii) A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

(d) Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a One (1) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the One (1) year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:

(i) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.

(ii) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(6) Recreational Vehicles. Recreational vehicles shall either:

(a) Temporary Placement

(i) Be on site for fewer than 180 consecutive days; or

(ii) Be fully licensed and ready for highway use. (A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions.)

(b) Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction.

(7) Temporary Non-Residential Structures. Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:

(a) A specified time period for which the temporary use will be permitted. Time specified may not

exceed three (3) months, renewable up to one (1) year;

- (b) The name, address, and phone number of the individual responsible for the removal of the temporary structure;
 - (c) The time frame prior to the event at which a structure will be removed (i.e., minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);
 - (d) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and
 - (e) Designation, accompanied by documentation, of a location outside the Special Flood Hazard Area, to which the temporary structure will be moved.
- (8) Accessory Structures. When accessory structures (sheds, detached garages, etc.) are to be placed within a Special Flood Hazard Area, the following criteria shall be met:
- (a) Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);
 - (b) Accessory structures shall not be temperature-controlled;
 - (c) Accessory structures shall be designed to have low flood damage potential;
 - (d) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
 - (e) Accessory structures shall be firmly anchored in accordance with the provisions of Article 5, Section A(1);
 - (f) All service facilities such as electrical shall be installed in accordance with the provisions of Article 5, Section A(4); and
 - (g) Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Regulatory Flood Protection Elevation in conformance with the provisions of Article 5, Section B(4)(d).

An accessory structure with a footprint less than One-hundred-fifty (150) square feet or that is a minimal investment of \$3,000 or less and satisfies the criteria outlined above is not required to meet the elevation or floodproofing standards of Article 5, Section B (2). Elevation or floodproofing certifications are required for all other accessory structures in accordance with Article 4, Section B(3).

- (9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:
- (a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
 - (b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed

to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;

- (c) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Article 5, Section B (2) of this ordinance shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
- (d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
 - (i) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(10) Other Development.

- (a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Article 5, Section F of this ordinance.
- (b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.
- (c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.
- (d) Commercial storage facilities are not considered “limited storage” as noted in this ordinance, and shall be protected to the Regulatory Flood Protection Elevation as required for commercial structures.

SECTION C. RESERVED.

SECTION D. STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Article 3, Section B, where no BFE data has been provided by FEMA, the following provisions, in addition to the provisions of Article 5, Section A, shall apply:

- (1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of twenty (20) feet each side from top of bank or five times the

width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

- (2) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:
 - (a) When BFE data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Article 5, Sections A and B.
 - (b) When floodway or non-encroachment data is available from a Federal, State, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of Article 5, Sections B and F.
 - (c) All subdivision, manufactured home park and other development proposals shall provide BFE data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with Article 3, Section B and utilized in implementing this ordinance.
 - (d) When BFE data is not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Article 2. All other applicable provisions of Article 5, Section B shall also apply.

SECTION E. STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where BFE data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- (1) Standards of Article 5, Sections A and B; and
- (2) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point.

SECTION F. FLOODWAYS AND NON-ENCROACHMENT AREAS.

Areas designated as floodways or non-encroachment areas are located within the Special Flood Hazard Areas established in Article 3, Section B. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and

potential projectiles. The following provisions, in addition to standards outlined in Article 5, Sections A and B, shall apply to all development within such areas:

- (1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (a) It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood discharge, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of floodplain development permit; or
 - (b) A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.
- (2) If Article 5, Section F(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (3) Manufactured homes may be permitted provided the following provisions are met:
 - (a) The anchoring and the elevation standards of Article 5, Section B(3); and
 - (b) The encroachment standards of Article 5, Section F(1).

SECTION G. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AO).

Located within the Special Flood Hazard Areas established in Article 3, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article 5, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

- (1) The reference level shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of four (4) feet, above the highest adjacent grade; or at least four (4) feet above the highest adjacent grade if no depth number is specified.
- (2) Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article 5, Section G (1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article 4, Section B(3) and Article 5, Section B(2).
- (3) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

SECTION H. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AH).

Located within the Special Flood Hazard Areas established in Article 3, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow

flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to Article 5, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

- (1) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

ARTICLE 6. LEGAL STATUS PROVISIONS.

SECTION A. EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING FLOOD DAMAGE PREVENTION ORDINANCE.

This ordinance in part comes forward by re-enactment of some of the provisions of the Flood Damage Prevention Ordinance enacted September 17, 1979, as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the Flood Damage Prevention Ordinance of the City of Statesville enacted on September 17, 1979, as amended, which are not reenacted herein are repealed.

The date of the initial Flood Damage Prevention Ordinance for Iredell County is April 7, 1987.

SECTION B. EFFECT UPON OUTSTANDING FLOODPLAIN DEVELOPMENT PERMITS.

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the Floodplain Administrator or his or her authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of six (6) months subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this ordinance.

SECTION C. SEVERABILITY.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION D. EFFECTIVE DATE.

This ordinance shall become effective upon adoption.

SECTION E. ADOPTION CERTIFICATION.

WITNESS my hand and the official seal of _____, this the ____ day of _____, 2025.

June 2025

City of Statesville Flood Damage Prevention Ordinance

31

(signature)

This ordinance was introduced for first reading by Council member _____, seconded by Council member _____, and carried on the _____ day of _____, 2025.

AYES:

NAYS:

The second and final reading of this ordinance was heard on the _____ day of _____, 2025, 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 _____, 2025.

CITY OF STATESVILLE

Constantine H. Kutteh, Mayor

APPROVED AS TO FORM

ATTEST:

Leah Gaines Messick, City Attorney

Emily Kurfees, City Clerk

(Seal)



An Ordinance Amending Appendix A, Article II, Part 2, Section 2.25 Flood Development Permit

1



Purpose for Amendment Request

- As part of the NCFMP's map maintenance process, Iredell County (Statesville) received their Preliminary update to the County's FIS on September 29, 2023. Map maintenance revisions are based on community requested flood hazard data needs for specific streams. The revisions include changes to streams reflected on the affected map panels for the County.
- The City is required to update the Floodplain Development Ordinance to reflect the new maps prior to the maps being adopted.

2



Updating the Model Ordinance

- The City is taking this opportunity to update the Floodplain Development Ordinance to the latest North Carolina Model Ordinance from 2021.
- City staff has also instituted more stringent development standards to this update to better protect property owners and the floodplain.
- The language proposed for the map updates will apply to all future map revisions.

3



Differences between existing and proposed ordinance

- | | |
|--|---|
| • Current Freeboard: 1-foot residential, 0 for commercial and industrial | • Proposed Freeboard: 4 feet for residential, commercial, industrial |
| • Fill in floodplain, currently allowed | • Prohibit fill in the 100-yr floodplain, including elevating structures with fill, with defined exemptions |

4



Exemptions from No Fill Provisions

- Road and driveway construction, construction of greenways and pedestrian bridges;
- Utility infrastructure (to include but not limited to power, water, sewer, stormwater, and communication);
- Minor filling where needed to protect or restore natural floodplain functions, such as part of a stream channel restoration project. To meet this exclusion, the project must utilize only the minimum amount of fill necessary to ensure that the targeted area is restored to full ecological functionality.

5



Differences between existing and proposed ordinance

- Stormwater Control Measures currently allowed
- City Manager or his/her designee, administer and implement the ordinance
- With the prohibition of fill in the 100-yr Floodplain, Stormwater Control Measures could not be constructed in this area
- Stormwater Program Manager designated as Floodplain Administrator

6



Questions



Randall Moore, CFM, CESSWI
Stormwater Program Manager
Engineering/Stormwater
Division
rmoore@statesvillenc.net

7



8

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matt Kirkendall, Senior Planner
DATE: 8/7/2025 4:08 PM

ACTION NEEDED ON: August 18, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing and consider passing the first reading of an annexation ordinance AX25-06 2110 E. Greenbriar Road.

1. Summary of Information:

This property is approximately 1.556 acres located at 2110 E Greenbriar Road (see Location Map, Aerial Photo and Site Photo). This parcel is located within the City's ETJ and is adjacent to the City Limits. This parcel is zoned RA (Residential Agricultural) Zoning District and rezoning is not required. The applicant requests voluntary annexation to utilize City water (see current zoning and utilities map).

2. Previous Council or Relevant Actions:

N/A

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

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

Strategic Plan Values: We value and encourage Opportunity

The property is in the Tier 1 Growth Area of the 2045 LDP and is adjacent to the city limits.

4. Budget/Funding Implications:

The current tax value of the parcel is \$158,640. City of Statesville water is available.

5. Consequences for Not Acting:

Without annexation the city would not collect property taxes. Without annexation, the property owner could still access city water at 2½ times the rate with City Council approval.

6. Department Recommendation:

The department recommends passing the first reading of this annexation request.

7. Manager Comments:

Concur with the department recommendation.

8. Next Steps:

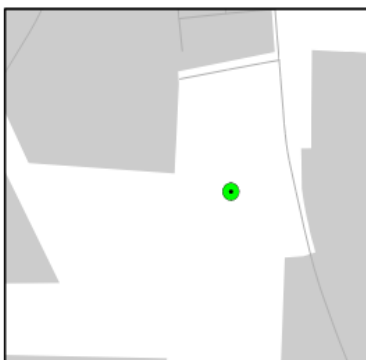
If approved, the second reading will be September 15, 2025.

9. Attachments:

1. Packet Maps AX25-06 2110 E Greenbriar
2. Ordinance_Annexation_AX25-06 2110 E Greenbriar Road

**City of Statesville
Planning Department**

AX25-06 2110 E. Greenbriar Rd
4754-21-4533

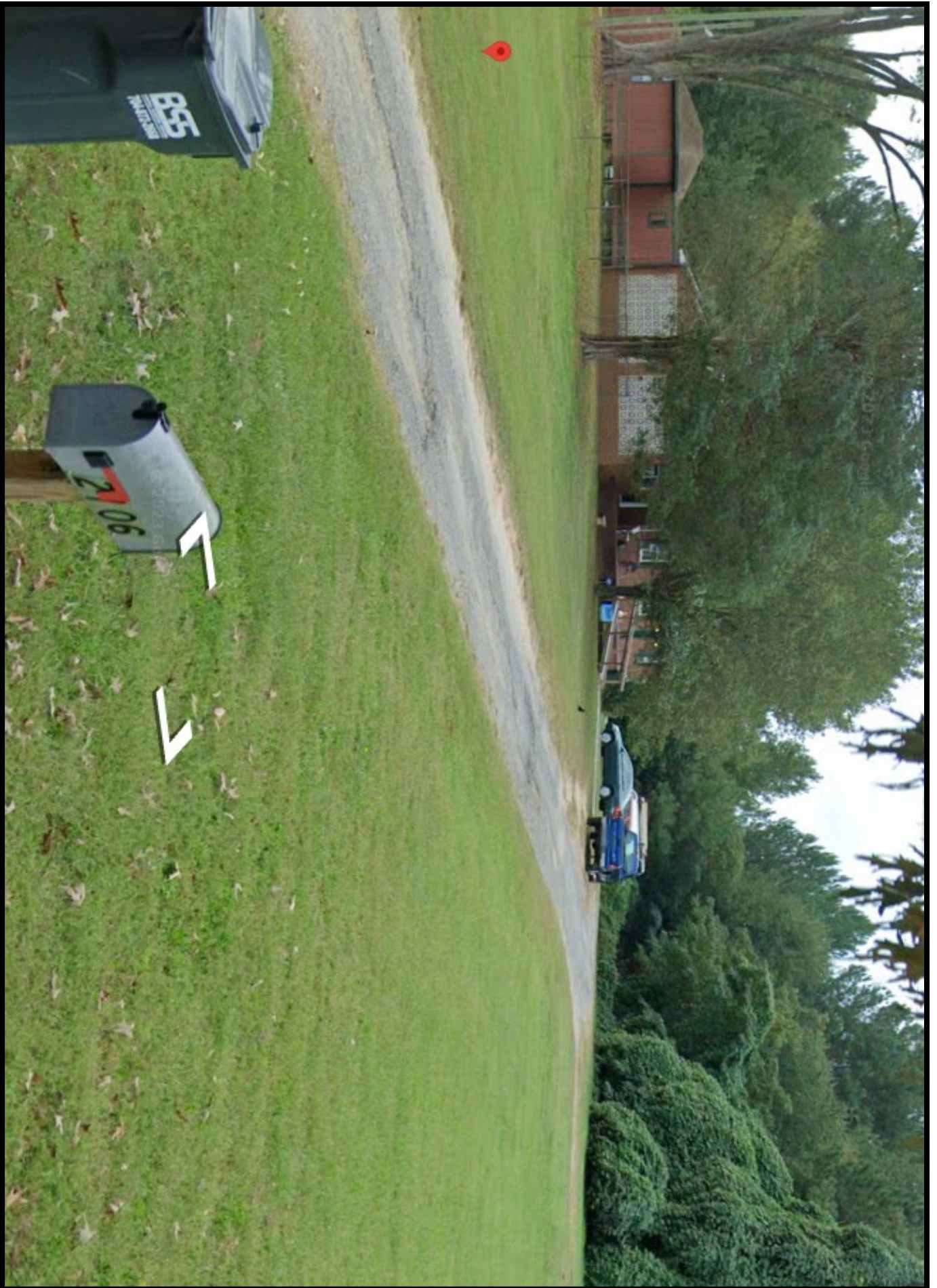


0 1,250 2,500 Feet
1:18,750





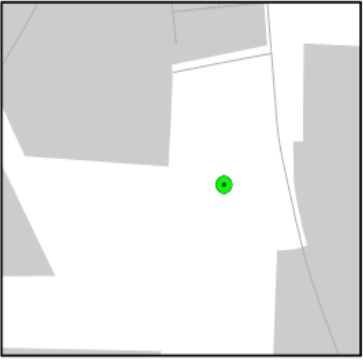
Aerial Photo – AX25-06 2110 E Greenbriar Road



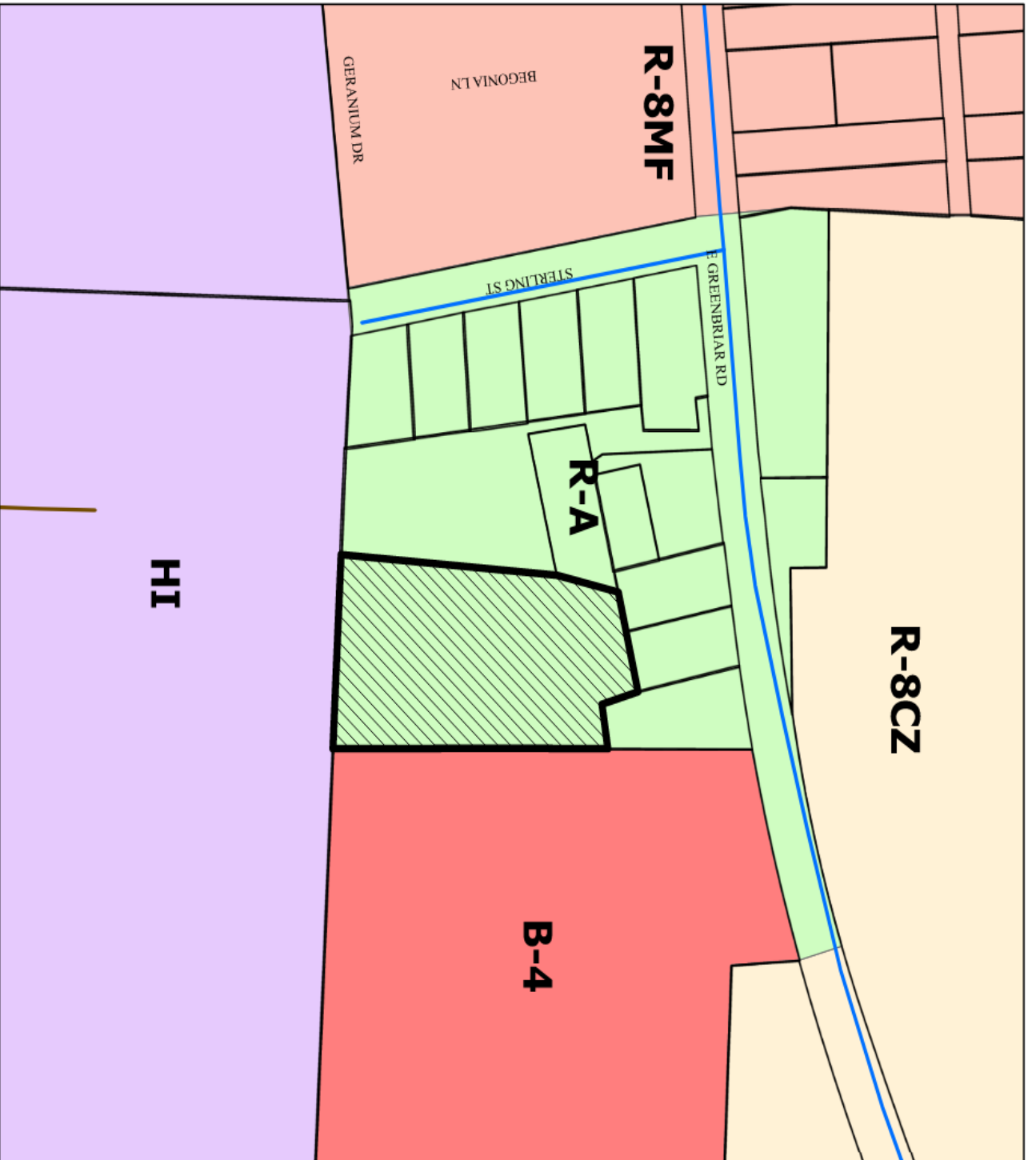
Site Photo – AX25-06 21 10 E Greenbriar Road

**City of Statesville
Planning Department**

AX25-06 2110 E. Greenbriar Rd
4754-21-4533



0 1,250 2,500 Feet
1:18,750



ORDINANCE NO. _____

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

**Case No. AX25-06 2110 E Greenbriar Road
Parcel # 4754-21-4533**

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Statesville City Hall at 6:00 o'clock p.m. on the 18th day of August 2025 after due notice by publication on the 7th day of August 2025; and

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

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

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

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

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous territory is hereby annexed and made part of the City of Statesville, as of September 30, 2025, at 11:59 p.m.

Description

BEGINNING at an iron pin located in the southern line of the Rainey Patterson Heirs property as set out in deed recorded in Book 335, at Page 252, Iredell County Registry, said iron pin also being the northeast corner of Ernest Waddell Heirs property as set out in deed recorded in Book 354, at Page 284, Iredell County Registry, and continuing thence with said southern line of Patterson Heirs, North 77° 36' 05" East 124.92 feet to an iron pin, the southeast corner of Dwight F. Martin as set out in deed recorded in Book 298, at Page 443, Iredell County Registry; thence South 10° 28' 15" East 38.66 feet to an iron rod; thence North 79° 50' 05" East 66.30 feet to iron rod; thence South 04° 16' 15" West 348.60 feet to an iron rod located in Sherrill Industrial Park's northern line; thence with Sherrill Industrial Park's northern line, North 88° 02' 55" West 191.92 feet to an iron rod, Kenneth L. Grant's southeast corner thence with Grant's eastern line, North 03° 56' 35" East 341.40 feet to an iron pin, the point and place of Beginning, containing 1.556 acres, more or less, according to a survey by Hildebran Surveying

Co., entitled "Toua D. Khang and wife, Shoua H. Khang, Statesville Outside Township, Iredell County, NC", dated March 2, 1998.

Section 2. Upon and after September 30, 2025, at 11:59 p.m., the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Statesville and shall be entitled to the same privileges and benefits as other parts of the City of Statesville. Said territory shall be subject to municipal taxes according to G.S. 160A-31.

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

The Ordinance was introduced by a first reading by Councilmember _____, seconded by Councilmember _____, and carried on the 18th day of August, 2025.

AYES:

NAYES:

The second and final reading of this ordinance was heard on the 15th day of September 2025 and upon motion of Councilmember _____, seconded by Councilmember _____, and unanimously carried, was adopted.

AYES:

NAYES:

The Ordinance to be in full force and effect from and after the 30th day of September 2025 at 11:59 p.m.

City of Statesville

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Richard Griggs, Recreation & Parks Director
DATE: 8/11/2025 8:36 AM

ACTION NEEDED ON: August 18, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider donating Abernathy Park to Power Cross Ministries and in lieu of requiring the previously agreed upon \$80,000 for park purchase (as detailed in their lease agreement), accept their proposal to invest those funds back into the park for various improvements.

1. Summary of Information:

In February of 2011, the City of Statesville entered in to a 25 year lease agreement with Power Cross Ministries, Inc. for the use of Abernathy Park. The annual rental fee is \$1.00 per year, and the lease includes an option for Power Cross to purchase the property at any time during the lease term for \$80,000. Since entering into the lease, Power Cross has performed numerous upgrades to the property including dugout improvement, ballfield expansion, field leveling, covered shelter installation, batting cage installation, and other similar improvements. Additionally, they have fully maintained the property including all landscaping during this time.

Power Cross Ministries has proposed that the City of Statesville donate the property to their organization and in lieu of requiring the previously agreed upon \$80,000 for park purchase (as detailed in their lease agreement), accept their proposal to invest those funds back into the park for various improvements. They plan to re-invest the funds necessary for purchase into the park by adding a practice field, a playground, and horseshoe pits.

With the exception of the primary ballfield, all other amenities are open and available for free public use.

2. Previous Council or Relevant Actions:

The City Council approved the current lease agreement.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

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

Strategic Plan Values: We value Engagement.

Donating Abernathy Park to Power Cross Ministries supports the goal of expanding access to cultural, recreational, and open space amenities by allowing their organization to invest the previously agreed-upon \$80,000 into park improvements. These upgrades will enhance

infrastructure, making the park more accessible and inviting for the community, particularly underserved populations. Power Cross Ministries' focus on youth and community development will also provide opportunities for cultural and recreational programs, fostering a stronger sense of community engagement and offering broader access to outdoor activities for local residents.

4. Budget/Funding Implications:

The city will no longer receive the \$80,000 originally agreed upon for the purchase of the park. However, these funds being reinvested into the park for improvements could offset the loss of the original purchase revenue by improving the park's infrastructure and still benefit the community by remaining free and open for public use.

5. Consequences for Not Acting:

Missed or delayed opportunities for park improvements. Without the donation, the park may not receive the \$80,000 in improvements proposed by Power Cross Ministries, which could delay or hinder efforts to enhance park infrastructure and expand community access to additional recreational amenities.

6. Department Recommendation:

The Recreation and Parks Department supports the proposal to donate Abernathy Park to Power Cross Ministries, with the stipulation that the donation agreement includes a commitment to keep the park's amenities free and open to the public (with the exception of the primary ballfield). Additionally, we recommend that parking lot resurfacing be prioritized within the next three years to ensure safe and accessible parking for visitors. The department also encourages that any future improvements to the park align with the city's long-term goals for accessible recreational spaces and community engagement. Ensuring continued public access and maintaining infrastructure will help maximize the park's benefits for the local community.

7. Manager Comments:

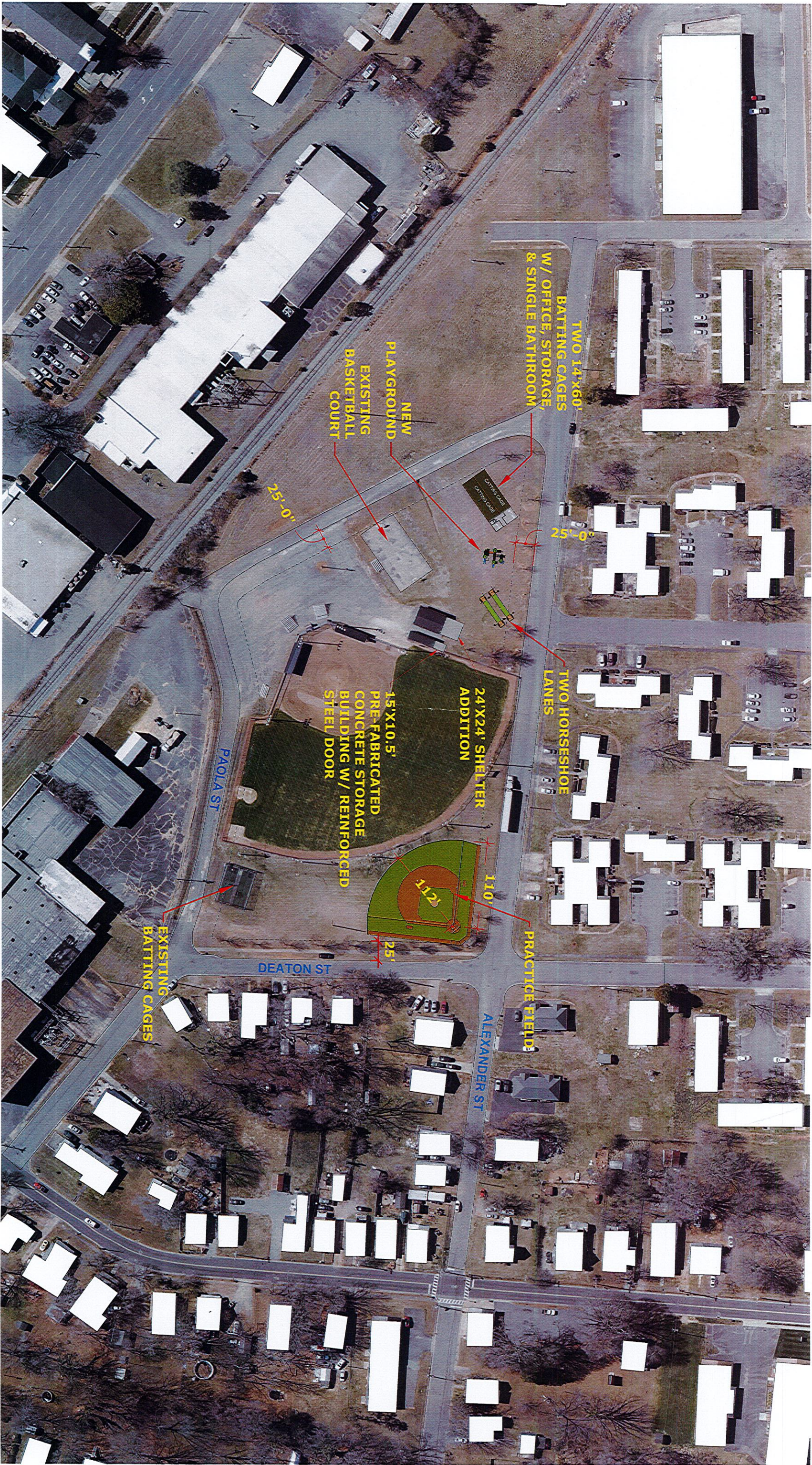
At this point, we are gauging the council's interest in this proposal. If you are in agreement will prepare the appropriate language and bring back for an official decision.

8. Next Steps:

Approve the donation of Abernathy Park to Power Cross Ministries, Inc

9. Attachments:

1. Abernathy Park map
2. Abernathy Park lease agreement



NORTH CAROLINA

IREDELL COUNTY

LEASE & OPTION TO PURCHASE AGREEMENT

THIS LEASE & OPTION TO PURCHASE AGREEMENT, made and entered into the 2 day of February, 2011, by and between the CITY OF STATESVILLE, a municipal corporation, hereinafter called "The Lessor"; and POWER CROSS MINISTRIES, INC, a North Carolina Limited Liability Company, hereinafter called "The Lessee", both of Iredell County, North Carolina;

WITNESSETH:

Subject to the terms and conditions set forth herein, the Lessor does hereby let and lease unto the Lessee for the purposes hereinafter set forth, that tract of land known as "Abernathy Field" situated in Statesville, Inside Township, Iredell County, North Carolina, and more particularly described on **Exhibit A** attached hereto.

The Terms and Conditions of this Lease are as follows:

1. **Term.** The term of this Lease shall be for 300 months, to commence on February 1, 2011 and to end on January 31, 2036.
2. **Rental.** The rental amount to be paid shall be One Dollar (\$1.00) per year, to be made on the first day of October each year to the City of Statesville, Post Office Box 1111, Statesville, NC 28687.
3. **Projects for Improvements.** The Lessee shall at its expense undertake and complete those improvements to the leased premises so designated on **Exhibit B** attached hereto with twenty-four (24) months of the beginning term of the Lease. All improvements made to the premises must be approved in writing by the Lessor. If these improvement projects are not completed within 24 months from the beginning term of this lease, the Lessor may at its option terminate the Lease. All improvements made to the leased premises by the Lessee shall be the property of the Lessor until such time as the Lessee may exercise its option to purchase as set forth herein.
4. **Option to Purchase.** The Lessee is granted the option to purchase the leased premises from the Lessor at any time during the lease term for the purchase price of \$80,000.00, provided the Lessee is in compliance with all provisions of the Lease at that time.
5. **Lessee's First Right of Refusal.** Should the Lessee exercise its option to purchase the leased premises, such purchase shall be subject to a right of first refusal to be granted to the Lessor to re-purchase the property in the event the Lessee thereafter decides to sell the property for the same price paid by the Lessee, together with the depreciated costs of improvements made by the Lessee to the property.

6. Priority of Use by Lessor. During the term of the Lease, the Statesville Recreation & Parks Department shall have priority for the use of the field during softball season, beginning at 6:00 p.m., on Mondays through Thursdays. Should the Lessee exercise the option to purchase, the purchase shall be subject to this right of priority use by the Lessor so long as the Lessor owns the property.

7. Preparation of Field The Lessee shall be responsible for maintaining and preparing the ball field for all Statesville Recreation & Parks Department games. The Lessor will provide the Lessee with a schedule of the Statesville Recreation & Parks Department games as soon as is reasonably practicable.

8. Maintenance and Upkeep. The Lessee shall be responsible for the maintenance and upkeep of the premises during the term of the Lease and shall keep the premises well-maintained and in good condition at all times, subject to the Lessor's responsibilities set forth in Paragraph No. 9 below. The Lessee shall at all times keep the premises clean, neat, free from rubbish, and in a presentable manner.

9. Upkeep of Utilities and Restrooms. Utilities will be provided at the expense of the Lessor. During the entire term of the Lease, the upkeep and maintenance of the utilities and of the structure of the restrooms shall be the responsibility of the Lessor. The Lessee shall be responsible for the general maintenance of the restrooms and shall keep the restrooms in a clean and neat condition. Any damages to the facilities shall be reported immediately to the Lessor. The Lessee shall secure all doors to the facilities and shall ensure that the lights and water are cut off each night.

10. Trash Removal. During the entire term of the Lease, the Lessor shall provide trash removal services for the leased premises.

11. Water Tap. The Lessor shall provide the Lessee with a free water tap for the purpose of irrigating the ball field.

12. Concession Stand. The Lessee shall have the exclusive right to open and operate a concession stand on the leased premises.

13. Renting Out the Ball Field. Lessee may from time to time rent out the ball field to other groups for sporting events at fees determined in the Lessee's discretion.

14. Purpose. The Lessee is leasing the premises for the purpose of operating a ball field in conjunction with the purpose of the Lessee's Mission, which is to instill moral values in disadvantaged youth through involvement in sports. Should the Lessee cease to operate the leased premises for this purpose, then in that event, the Lessor may terminate the Lease, as well as the option to purchase agreement contained herein.

15. Assignment of Lease and Option to Purchase. This Lease and Option to Purchase agreement shall not be assigned by the Lessee.

16. Acceptance of Leased Premises. The Lessee accepts the leased premises in its existing condition. No representations, statements, or warranties, express or implied, have been made by or on behalf of the Lessor as to the condition of the leased premises.

17. Morals Clause. The Lessee shall not allow any offensive or unlawful activities or acts of moral turpitude to occur on the leased premises. The Lessee shall be given a ten-day period to cure any breach of this condition to the satisfaction of the Lessor, upon written notice of the Lessor.

18. Hold Harmless Clause. Lessee shall keep, save, and forever hold harmless the Lessor from any liability of any kind for any personal injury or property damages arising from or out of the use or occupancy of the leased premises. Lessee shall indemnify and defend Lessor and the leased premises, at Lessee's expense, against all claims, expenses, and liabilities, including attorneys fees, which may be imposed upon, incurred by, or asserted against Lessor arising out of the use or occupancy of the leased premises by the Lessee.

19. Insurance. At all times during the term of the Lease, the Lessee shall keep in effect the following insurance, through an insurance company approved by the Lessor, insuring the Lessee and naming the Lessor as an additional insured, against public liability, property damage, and personal injury in the amount of no less than One Million Dollars (\$1,000,000) per occurrence.

20. Rights of Inspection. The Lessor shall have the unqualified right to make routine inspections of the leased premises in order to insure compliance with this agreement.

21. Signage. The Lessee shall be permitted to place a sign on the leased premises subject to receiving the Lessor's written approval for any sign erected.

22. Failure to Perform. If the Lessee fails to perform any of its obligations pursuant to the terms of this agreement, the Lessor may after five (5) days written notice to the Lessee, declare this Lease and Option to Purchase terminated, and may immediately take back possession of the leased premises, including all improvements made to the leased premises by the Lessee.

23. Attorneys Fees. Should any legal action become necessary by the Lessor to enforce any provisions of this agreement, the Lessor shall be entitled to recover of the Lessee all reasonable attorneys fees incurred.

24. Modifications or Amendments. The terms of this Lease and Option to Purchase may not be modified or amended except by written agreement duly executed by the parties.

25. Entire Agreement. This written document contains the entire agreement of the parties. There are no oral understandings, terms, or conditions between the parties not contained herein. Neither party has relied upon any representations, express or implied, not contained herein, and all prior discussions and understandings between the parties are deemed merged into this written agreement.

26. Notices. All notices required herein shall be given by Certified mail, Return Receipt Requested, to the following addresses:

Lessor: City of Statesville
Attention: City Manager
Post Office Box 1111
Statesville, NC 28687

Lessee:

Power Cross Ministries, Inc.
Attention: Jeff & Natalie Storment
303 Mitchell Avenue
Statesville, NC 28677

IN WITNESS WHEREOF the parties to this agreement have set their hands and seals to
this document, by authority duly given, as of the day and year first above written.

LESSOR:

THE CITY OF STATESVILLE

By: [Signature] (LS)
C. H. Kutteh, Mayor

ATTEST/ SEAL:



[Signature]
Brenda Fugett, City Clerk

LESSEE:

POWER CROSS MINISTRIES, INC.

By: [Signature] (LS)
Jeff Storment, Title: Founder

SEAL

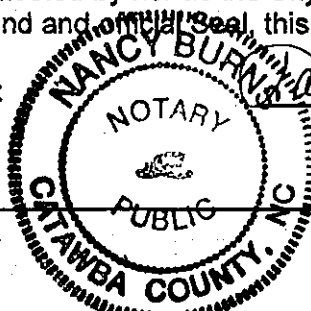
NORTH CAROLINA - IREDELL COUNTY:

Before me, a Notary Public of the County and State aforesaid, on this date personally appeared **Brenda Fugett** who acknowledged that she is the City Clerk for the City of Statesville, a North Carolina municipal corporation; and that by authority duly given and as the act of the City Council, the foregoing instrument was signed in its name by its Mayor, **C. H. Kutteh**, sealed with its corporate seal, and attested by her as the City Clerk.

WITNESS my hand and official seal, this 3rd day of February, 2011.

My Commission Expires:

12-10-12



Nancy Burns
Notary Public

NORTH CAROLINA - IREDELL COUNTY:

Before me, Brenda Fugett, a Notary Public of the County and State aforesaid, certify that **Jeff Storment** personally came before me this day and acknowledged that he is the Founder of **POWER CROSS MINISTRIES, INC.**, a limited liability company, and acknowledged, on behalf of said corporation, the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 2nd day of February, 2011.

My Commission Expires:

02/21/2013

Brenda Fugett
Notary Public

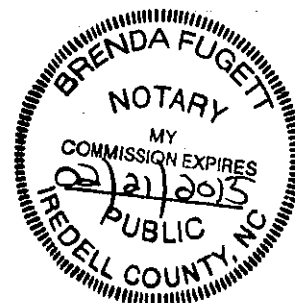


EXHIBIT A

Description of Leased Premises

BEGINNING at a surveyor's spike set more or less in the center of the intersection of Alexander Street and Deaton Street in the City of Statesville, said spike being situated N 33° 12' 45" W 29.47 feet from an existing surveyor's spike set in the SE corner of the intersection of said streets; and running thence with the right of way of Deaton Street, S 02° 30' 00" W 415.73 feet to a surveyor's spike set in the intersection of Deaton Street and an unnamed private paved roadway; and running thence more or less with the center of said paved private roadway N 71° 39' 28" W 139.57 feet to a surveyor's spike set within said roadway; and running thence more or less with the center of said paved private roadway N 77° 55' 49" W 190.56 feet to a surveyor's spike set within said roadway; and running thence with the curve of said paved private roadway, said curve having a radius of 113.67 feet, a delta of 27° 47' 31", a chord distance of 54.60 feet, a chord bearing of S 89° 07' 28" W, a length of 55.14 feet, to a surveyor's spike set within said roadway; and running thence S 76° 04' 30" W 144.04 feet to a 1-1/4" pipe; and running thence S 69° 36' 17" W 57.86 feet to a PK nail; and running thence N 48° 57' 33" W 134.20 feet to a 1/2" iron rod set, being a corner of the West Statesville Realty property as described in that deed recorded in Deed Book 402, Page 443, Iredell County Registry; and running thence with the line of the West Statesville Realty property N 06° 59' 00" E 165.62 feet to a 1/2" iron rod set; and running thence N 00° 14' 00" W 67.55 feet to a surveyor's spike set; and running thence N 00° 14' 00" W 168.14 feet to a surveyor's spike set more or less in the center of the right of way of Alexander Street; and running thence more or less with the center of the right of way of Alexander Street, S 81° 24' 00" E 675.23 feet to the point and place of BEGINNING, containing 6.3 acres, more or less, and being in accordance with that survey of Ted M. Benbow, Registered Land Surveyor, dated May 23, 2007, to which reference is made for a more particular description; and being that property conveyed to the Grantor City of Statesville by that deed from Carolina Mills, Inc., which is recorded in Deed Book 1872, Page 639, Iredell County Registry. For back title, see Deed Book 347, Page 483.

SUBJECT TO: Easements, rights of way and restrictions of record; general utility easements; rights of way of any roads on or adjoining the property and rights of others, including the public, in and to the use thereof, which right is also hereby reserved unto the Grantor for the benefit of its remaining property to the south of the subject property; matters that would be shown on a current, accurate survey of the property; and any right, title or interest of the owner of the property that adjoins the westerly boundary of the subject property in or to a portion of the subject property that is described on the survey by Ted M. Benbow, Registered Land Surveyor, dated May 23, 2007 as follows: Beginning at the southwesterly corner of the subject property and running thence North 48-57-33 West 134.20 feet to a point, thence North 06-59-00 East 165.62 feet to a point, thence North 00-14-00 West 67.55 feet to a point, and thence South 24-29-21 West 327.04 feet to the point and place of BEGINNING, containing approximately 0.49 acres, more or less

Abernathy Field Improvements

1. Upgrade existing dugouts by adding roofs to provide additional protection from foul balls as well as, providing shelter from weather during games and practices.

Project Cost: \$3,500.00

Funding Source: 100% funded by Power Cross

2. Extend Outfield fencing to increase the age of children who could play games at this field. Fence would be extended back to the current light poles.

Project Cost: \$1,500.00

Funding Source: Corporate Sponsor

3. Level the outfield: Currently from standing at home plate to the Center Field fence there is a 5 foot drop off. To level the field would consist of bringing in 500 loads of dirt and grade and pack the dirt to proper height and reseeding the dirt after the leveling is complete.

Project Cost: \$30,500.00

Funding Source: Power Cross Fund

4. Develop and Plant a community garden

Project Cost: \$1,500.00

Funding Source: 100% funded by a private donor

5. Build a 35 x 24 covered shelter/picnic area

Project Cost: \$10,500.00

Funding Source: Labor and some supplies have been donated. The balance will be around \$8000.00 from the Power Cross Fund

6. Build Fenced in Batting Cages and a Bull Pen area: This area would provide more opportunity for hitting and pitching practices as well as providing warm up area for teams prior to games.

Project Cost: \$18,200.00

Funding Source: Power Cross Fund



CITY COUNCIL ACTION REQUEST

TO: Mayor and Council
FROM: Ron Smith, City Manager
DATE: 8/8/2025 1:02 PM

ACTION NEEDED ON: August 18, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Receive a report on the use of HOME Funds and decide on a plan of action moving forward.

1. Summary of Information:

In May of this year a presentation was made by members of the Cabarrus/Iredell/Rowan Home Consortium to the Statesville City Council. At that meeting, the fundamentals of the program were discussed, as well as the current financial state of the program in Statesville. HOME Funds are generally used to support a variety of affordable housing initiatives, including homeownership, rental assistance, and housing rehabilitation. The Statesville Housing Authority (SHA) has been the administrator of these funds for the City of Statesville for roughly twenty years.

At that meeting, there were some concerns voiced by members of the City Council regarding the perceived lack of progress and use of these funds. Subsequent to that meeting, city staff met with SHA staff to discuss their plan for the use of Statesville's allocated HOME Funds. The attached memo provides an overview, based on SHA input, of how these funds have been utilized and how they will be deployed moving forward.

At the August 18th meeting, City Council will:

1. Receive this report - This was previously given to Council in June, with the hope that a joint meeting with SHA and HOME Consortium staff could be convened to discuss the results. For several reasons beyond staff control, this meeting did not happen.
2. Discuss the suggestions in the report - There should be more involvement both on the front end of the process and in the form of reporting/monitoring. These suggestions are outlined in the attachment and should be considered by the Council.
3. Develop a plan of action moving forward regarding the administration of the HOME funds - It has been suggested that the City look for other options to administer these funds. Staff has identified at least three local organizations that would qualify, however there would be a process to follow if that is your course of action.

The final piece of this discussion is a request that was made by Council to finalize this topic as a part of, or prior to, finalizing the Affordable Housing Fund that will be considered at the same Council meeting.

2. Previous Council or Relevant Actions:

City Council met in May to hear a presentation from HOME Consortium staff. Council has also requested that this item be reviewed and considered in correlation with the proposed Affordable Housing Fund.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

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

Strategic Plan Values: We value and encourage Opportunity

Efficient administration of these funds encourages opportunity through home ownership, housing quality, and by combatting housing instability.

4. Budget/Funding Implications:

There are no overt City budget implications other than the City's yearly match on fund allocations. Generally, that number is around \$30,000, but can also potentially be matched with in-kind actions/services. However, the HOME Funds are technically the City's to spend (or allocate the authority to spend), although the SHA has been the administrator for many years and a decision would have to be made to potentially shift those funds to another organization.

5. Consequences for Not Acting:

Lack of action will allow for the HOME Funds administration to remain with the SHA, as-is, although staff will implement the recommendations in the attached synopsis. This will also bring back the most recent request by SHA for the approval of HOME Funds, which will require City Council approval.

6. Department Recommendation:

See Manager Comments.

7. Manager Comments:

There are currently three projects on SHA's list that are slated to begin in the summer of 2025, but as of today, none of these have started, and no permits have been pulled. That said, the summer is not over.

There are certainly some positives to keeping the relationship with SHA. The biggest one, in my opinion, being that they plan to contribute over \$750,000 in non-HOME funds to the final townhome project (shown in the attachment). It seems that if the City plays a bigger role in identifying projects, has some additional information and oversight of the process, and receives periodic updates on the direction and spending from SHA, it would be best to stay with them to see if the process gets better.

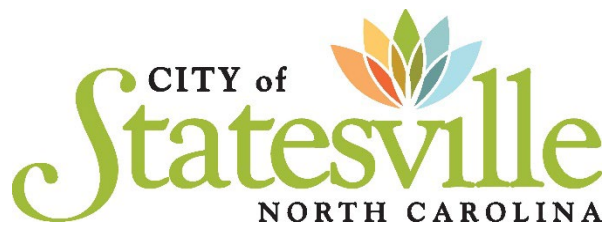
I would suggest giving the SHA six months to see if the suggested process changes take place and that the identified projects get started. If, after that time nothing has changed, the City could then pursue a change in administrators through a request for proposals process.

8. Next Steps:

Dependent upon the Council's direction.

9. Attachments:

1. HOME Funds Synopsis



Ron Smith, City Manager
P.O. Box 1111
Statesville, North Carolina 28687
(704) 878-3584
rsmith@statesvillenc.net

TO: Mayor and City Council
FROM: Ron Smith, City Manager
DATE: June 17, 2025
SUBJECT: Statesville Housing Authority and HOME Funds

On Monday, June 16th, Matthew Pierce and I met with Darbah Skaf and Donald Hicks regarding the information that was presented to the City Council by Pepper Bego in May. Mr. Bego was invited to the Council work session based on a recent request by the Statesville Housing Authority (SHA) to use \$145,000 in HOME funds, which requires a \$36,250 match from the City. City staff was asked to invite Mr. Bego to get clarification on the HOME Consortium, intent of the program, and how money is allocated and spent. During the discussion, it was presented that over \$700,000 has been unspent and has been accumulating unused with no apparent plan for affordable housing initiatives.

The two tables on the following page show the correlation between the information submitted by Mr. Bego and projects that are planned by SHA to use HOME funds. It is important to note that there is a seven-year window on spending down these funds and it appears to me that the accumulation seems to be built into the process. You will see in Table 1 (Bego) the funding year and the drawdown deadline. This program is run on a reimbursement basis and it appears that SHA completes an entire project prior to drawing down funds.

The colored/highlighted sections correlate between the two tables. ***As an example, years 2020 and 2021, which are highlighted in blue, are combined and will be used for one project shown in Table 2 (SHA), a single or multi-family new construction at 1212 Wilson Lee Blvd. You can see that the project has not been completed and is scheduled to begin this summer.***

Based on the discussion with SHA, I have also added to Mr. Bego's information in Table 1 to show the 2025 allocation and the ARP funds that were mentioned at the meeting but not in the presentation. This adds to the total by \$634,697 and brings the outstanding total to over \$1.3m. That said, you will see in Table 2 that said funds are programmed for future projects.

Additionally, SHA will augment the overall total with Public Housing Capital Funds and/or other funds to bring the total amount of these projects to over \$2.1m (highlighted in light purple).

This is specifically being done in the last project highlighted in green. Without the capital funds there would be \$417,312 available, compared to the \$1.2m SHA is allocating.

Table 1. (Bego)				
Funding Year	Amount to Commit	Commitment Deadline	Amount to Draw	Drawdown Deadline
2016	\$ -	8/31/2018	\$ -	9/30/2024
2017	\$ -	10/31/2019	\$ -	9/30/2025
2018	\$ -	waived	\$ -	9/30/2026
2019	\$ 25,510	waived	\$ 25,510	9/30/2027
2020	\$ 114,508	waived	\$ 114,508	9/30/2028
2021	\$ 134,623	waived	\$ 134,623	9/30/2029
2022	\$ 187,139	waived	\$ 187,139	9/30/2030
2023	\$ 141,006	waived	\$ 141,006	9/30/2031
2024	\$ 117,015		\$ 117,015	
Total	\$ 719,801		\$ 719,801	
2025	\$ 159,291			
ARP	\$ 475,406			
Grand Total	\$1,354,498			

Table 2. (SHA)					
Project Year	Project Type	Addresses	Costs	Begin	Completion
2020 & 2021	New Construction SF or MF	1212 Wilson Lee Blvd.	\$ 276,641	Summer 2025	Spring 2027
2022 ARP & 2022	Courtyard Home & Homeless Prevention	8th St., High Point Ave, or Fayetteville	\$ 662,545	Summer 2025	Summer 2026/Fall 2026
2023, 2024 & 2025	Townhomes (6-15)	Behind Dollar General, Meeting and Mills	\$1,200,000	Summer 2025	Summer 2027
Total			\$2,139,186		

Three things to note about the numbers in SHA's table:

1. The amounts are all estimates, until the projects are complete the SHA will not know the actual costs.
2. The costs provided by SHA do not include City matches. The match is 25% of the total amount.

3. Admin funds are also not included in this evaluation. This is a small amount in comparison to the bigger totals.

Future Prioritization and Moving Forward

The SHA was open to City representation in the decision-making process for these projects. Their current process does not include a committee, as the decisions are made by Darbah and Donald. However, they suggested that a member of the Planning Department (Director or someone dealing with housing) would be a positive addition to the process.

City staff should also be more involved overall from the finance perspective. Knowing when and how much the matches will cost earlier in the process will help to limit confusion.

Reporting

Donald mentioned that in the past there was a designated time when the SHA would come to a City Council meeting and report on the HOME funds program. This needs to start again, and we will make that happen. Having a high amount of turnover in the Finance Director position has not helped with continuity and I believe that fell by the wayside due partially to that turnover and an overall lack of oversight on the process.

Conclusion

There is a significant amount of money that is outstanding in the HOME program. However, there does seem to be some strategy for using those funds, as there are three construction projects planned by the SHA that will utilize the outstanding funds, and then some. SHA will be adding other funds to the accumulated HOME funds, and Statesville will be getting bigger/more projects as a result. The caveat here is that the funds have not yet been spent, and the projects have not yet started, so ensuring they begin the process is key to determining the credibility of these plans. Also, and just as important, is that there has been a lack of transparency on the program, but it appears we have a way forward to fix that problem.

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CITY COUNCIL ACTION REQUEST

TO: Mayor and City Council
FROM: Ron Smith, City Manager
DATE: 8/8/2025 1:02 PM

ACTION NEEDED ON: August 18, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the resolution creating an Affordable Housing Special Revenue Fund and Policy.

1. Summary of Information:

The Statesville City Council requested a policy dedicating the proceeds from the sale of city-owned parcels to an Affordable Housing Fund. The proposed policy has the following key characteristics:

1. Every use of the Affordable Housing Fund must qualify for the 25% match for HOME Investment Trust Funds ("HOME funds") per the match requirements established by the U.S. Department of Housing and Urban Development. This ensures that funds directly support affordable housing and that the City meets its HOME match obligations.
2. Fund monies may be used in two ways: (1) granted to partner nonprofits for qualifying HOME match activities, or (2) used to pay for on-site or off-site improvements related to affordable housing. For instance, the City's annual allocation to the Iredell Housing Fund would qualify, provided that subrecipients engage in HOME-eligible activities. Alternatively, funds may be used for on or off-site infrastructure improvements to be owned by the City of Statesville and reimbursed to a developer in projects developing, preserving, or rehabilitating affordable housing for low-income families.
3. Proceeds from the sale of properties acquired for industrial development (such as within the business park) or for downtown redevelopment (e.g., the parcel being sold to DELCO for apartments) are explicitly excluded from this policy. At present, there is only one industrial parcel (PIN 4773-11-4920.000).

Additionally, staff requests feedback from Council on "side yard" sales: approaching property owners of small, undevelopable parcels owned by the City. Staff requests permission to pursue sales for with minimal bids to remove these properties from our portfolio.

2. Previous Council or Relevant Actions:

At its March 17, 2025 meeting, the Statesville City Council requested a policy dedicating the proceeds from the sale of city-owned parcels to an Affordable Housing Fund.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: Promote the development of a range of housing types throughout

our community and housing stability for residents.

Strategic Plan Values:

The creation of an Affordable Housing Policy funded by land sale proceeds aligns with the City's Strategic Plan in two key ways. First, the use of funds to support the development of affordable housing and to stabilize homeownership directly contributes to the goal of promoting "a range of housing types throughout the community and housing stability for our residents."

Second, divesting non-productive properties reduces City liability, lowers property maintenance costs, and returns parcels to the tax rolls. Because the policy requires that all expenditures from the fund qualify as a HOME funds match, each dollar spent yields a potential 300% return through federal matching. In both respects, the policy reinforces the City's commitment to act "as responsible stewards of the resources entrusted to us."

4. Budget/Funding Implications:

- a. Participating Jurisdiction matches for HOME funds will continue to come entirely out of the General Fund.
- b. Net proceeds from land sales will now be dedicated to Affordable Housing, industrial development, or downtown projects.

5. Consequences for Not Acting:

Proceeds from land sales will go to the General Fund. Also, the Participating Jurisdiction matches for HOME funds will continue to come out of General Fund.

6. Department Recommendation:

Approve the resolution creating an Affordable Housing Special Revenue Fund and Policy.

7. Manager Comments:

Recommend approving this resolution.

8. Next Steps:

- a. Finance Department to create a designated fund for the Affordable Housing Fund.
- b. Forthcoming proceeds from qualifying land sales will go into the Affordable Housing Fund.
- c. Staff authorized to approach property owners for "side yard " property sales.

9. Attachments:

1. Affordable Housing Reserve Fund Resolution
2. 2025-07-31 Affordable Housing Policy

RES _____
**A RESOLUTION CREATING AN AFFORDABLE HOUSING
SPECIAL REVENUE FUND AND POLICY**

WHEREAS, the City of Statesville strives to support “vibrant communities and safe neighborhoods with opportunities for employment, recreation, engagement, and housing;” and

WHEREAS, the City of Statesville Land Development Plan of 2045 finds that “[n]ational and regional housing market research identifies that younger workers and people over the age of 65 alike desire a range of affordable housing types that support changing lifestyles, in walkable neighborhoods near workplaces and amenities.”

WHEREAS, the City of Statesville Land Development Plan of 2045 creates a strategic implementation action to “[d]evelop a more detailed strategy for addressing affordable and workforce housing needs. (Action 27).”

WHEREAS, the City of Statesville has identified the promotion of a range of housing types throughout our community and housing stability for residents as a strategic initiative in the 2023-28 Strategic Plan, Front & Center; and

WHEREAS, in an effort to achieve these affordable housing goals, the City of Statesville entered into an Agreement for the Execution of the Home Investment Partnerships Program (“Cabarrus/Iredell/Rowan HOME Consortium”) through which it receives funding from the United States Department of Housing and Urban Development pursuant to the regulations set forth in 24 CFR §92 for the development of affordable housing for low-income families (“HOME Funds”); and

WHEREAS, low-income families are “families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR 5.612.”; and

WHEREAS, pursuant to 24 CFR § 92.218 the expenditure of HOME Funds requires a twenty-five (25%) Participating Jurisdiction fiscal match (“HOME Funds Match”); and

WHEREAS, pursuant to N.C.Gen.Stat. 160D-1316, a local government is authorized to exercise the following powers:

- (1) To engage in and to appropriate and expend funds for residential housing construction, new or rehabilitated, for sale or rental to persons and families of low and moderate income. Any governing board may contract with any person, association, or corporation to implement the provisions of this subdivision.

- (2) To acquire real property by voluntary purchase from the owners to be developed by the local government or to be used by the local government to provide affordable housing to persons of low and moderate income.
- (3) To convey property by private sale to any public or private entity that provides affordable housing to persons of low or moderate income under procedures and standards established by the local government. The local government shall include as part of any such conveyance covenants or conditions that assure the property will be developed by the entity for sale or lease to persons of low or moderate income.
- (4) To convey residential property by private sale to persons of low or moderate income, in accordance with the procedures and standards established by the local government, with G.S. 160A-267, and with any terms and conditions that the governing board may determine.”

WHEREAS, pursuant to N.C.Gen.Stat. 159-18, “any local government or public authority may establish and maintain a capital reserve fund for any purpose for which it may issue bonds.”; and

WHEREAS, the Statesville City Council believes that the creation of an Affordable Housing Special Revenue Fund will be a means to advance its goals of promoting a range of affordable housing types for low-income families, improve housing stability, and provide for a means to set aside funds for any project that qualifies as a Home Funds Match; and

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

Section 1. The City shall establish and maintain an Affordable Housing Special Revenue Fund for which the purpose is to set aside funds for Home Fund Matches for the development, preservation, or rehabilitation of affordable housing projects and for low-income housing programs described in 24 CFR §92 and N.C.Gen.Stat. §160D-1316.

Section 2. Revenue sources of the Affordable Housing Special Revenue Fund shall include:

- a) [Net proceeds from the sale or lease of municipal properties as determined by a resolution of the governing body on a case by case basis based on budgetary considerations of that fiscal year and community needs];
- b) Grants;
- c) Donations;
- d) Fees paid by developers via affordable housing incentives;
- e) Interest generated from the Fund; or
- f) Other revenues that may become available.

Section 3. Appropriations from the fund shall be for affordable housing projects for low-income families that qualify as a Home Fund Match as it is outlined in 24 CFR § 92, et al... The appropriations may be made for any of the following purposes:

- a) the production of new affordable housing; or
- b) the rehabilitation of existing housing for qualifying low-income families or households; or
- c) providing downpayment assistance to qualifying low-income homebuyers.

Section 4. The funds must be appropriated by the Statesville City Council through passage of a Resolution, which may either be made as an:

- a) Annual allocation to an organization designated as a non-profit corporation pursuant to Section 501(c)(3) of the Internal Revenue Code or a community housing development organization as it is defined through 24 CFR §92.2; or
- b) Investments in on or off-site infrastructure improvements to be owned by the City of Statesville and reimbursed to a developer in projects developing, preserving, or rehabilitating affordable housing for low-income families.

Section 5. This Fund shall be administered by the City Manager's Office and the fund will be publicized on the City's website. The City Manager's Office shall develop an application and review process to administer this Fund utilizing the approved policy attached hereto as Attachment A. The City Attorney's Office shall develop the necessary legal documents to secure the City of Statesville's interest, and after execution record these documents in the Iredell County Register of Deeds.

Section 6. The grant of any disbursement from this Fund is not a development regulation and shall be considered by the Council separately from any requests for the same project in which a zoning or development request is being considered. The availability of funds alone shall not guarantee approval of a disbursement for any project, and each disbursement shall be independently determined by the then elected city council through a consideration of the following:

1. The number of households that are anticipated to benefit from the proposed project; and
2. The return of investment which would be generated for the City of Statesville's tax base as the project is completed; and
3. The needs of the community, and inability of the private sector to fulfill those needs for low-income families; and
4. The impact of the project on special populations, such as those who are elderly, veterans, or children; and
5. Compatibility with the technical requirements of the City's zoning regulations, comprehensive land use plans, mobility plans, and development regulations; and
6. The availability of funds; and

7. Any past performance reviews regarding completed projects for affordable housing for low-income families, whether inside or outside of the City.

Adopted this the _____ day of _____, 2025.

Constantine H. Kutteh, Mayor

ATTEST:

Emily Kurfees, Clerk for the City of Statesville

City of Statesville Policy on Land Sale Proceeds Allocation for Affordable Housing

Section 1: Purpose The purpose of this policy is to establish a dedicated funding mechanism to support affordable housing initiatives for low-income families within the City of Statesville by allocating proceeds from municipal land sales toward affordable housing projects as they may qualify pursuant to 24 CFR §92, the Agreement for the Execution of the Home Investment Partnerships Program, and the Resolution Creating an Affordable Housing Special Revenue Fund.

Section 2: Scope and Applicability This policy applies to the net proceeds of **designated sales or leases** of municipally owned land, including but not limited to surplus property, tax-foreclosed properties, and other publicly owned real estate assets.

Section 3: Allocation of Proceeds

1. **Dedicated Fund:** The net proceeds from the sale of municipal land shall be deposited into the Affordable Housing Special Revenue Fund (“Fund”) as is determined by the Statesville City Council **on a case-by-case basis as the budgetary concerns of City and the community need for affordable housing are found unless the property is exempted as set forth below.** The Statesville City Council may, by resolution, appropriate additional monies to the Fund. The Fund shall be interest-bearing, and both principal and interest shall be eligible for expenditures on affordable housing initiatives.
2. **Use of Funds:** The funds accumulated in the Fund shall be used exclusively for the development, preservation, and rehabilitation of affordable housing for low-income families which qualify as the City of Statesville’s match of HOME funds pursuant to 24 CFR §92. The expenditure of funds from the Fund shall only be made through passage of a Resolution from the Statesville City Council authorizing the expenditure, which may either be made as an:
 1. annual allocation to non-profit partners developing, preserving, or rehabilitating affordable housing for low-income families; or
 2. investments in on- or offsite improvements owned by either the City of Statesville or through non-profit partners in projects developing, preserving, or rehabilitating affordable housing for low-income families.
3. **Exemptions**
 1. If certain land sales are legally or contractually obligated to specific uses, exemptions may be granted by a resolution of the governing body.
 2. Proceeds from properties acquired for the purpose of industrial development shall be returned either to the General Fund or to the enterprise fund that purchased the property.
 3. Proceeds from properties sold in the downtown municipal service district shall be used for downtown redevelopment projects.

Section 4: Administration and Oversight

1. **Written Agreement:** Before any expenditure is made disbursing any funds to any entity, the entity must enter into a legally binding written agreement with the City of Statesville, ensuring compliance with 24 CFR §92, *et al.* The Agreement must contain, at a minimum, the following:
 1. It must describe the amount and use of the funds to administer one or more programs to produce affordable housing, provide homeownership assistance, or provide tenant-based rental assistance, including the type and number of housing projects to be funded, tasks to be performed, a schedule for completing the tasks, a budget for each program, and any requirement for matching contributions.
 2. It must require housing assisted with funds to meet the affordability requirements of 24 CFR §92.252 or 24 CFR §92.254, as applicable, and must require repayment of the funds if the housing does not meet the affordability requirements for the period of affordability. It must also require a means of enforcement of the affordability requirements, such as liens on real property, deed or use restrictions, a recorded agreement restricting the use of the property, covenants running with the land, or other mechanisms approved by HUD in writing.
 3. It must state whether program income is to be remitted to the City of Statesville or retained by the recipient for additional eligible activities.
 4. It must require the recipient to comply with applicable uniform administrative requirements as described in 24 CFE §92.505.
 5. It must require compliance with project requirements in subpart F of 24 CFR §92.504(F), as applicable. For any projects involving rental housing, tenant-based rental assistance, or security deposit assistance, the agreement must require that the applicable tenancy addendum is used in accordance with 24 CFR §92.253 for all tenants.
 6. It must require the recipient to carry out each activity in compliance with all Federal laws and applicable regulations described in 24 CFR §92.504(H).
 7. It must specify the recipient's affirmative marketing responsibilities in accordance with 24 CFR §92.351.
 8. It must specify that the recipient may not request disbursement of funds until the funds are needed for payment of eligible costs.
 9. It must identify and require what particular records must be maintained and the information or reports that must be submitted in order to assist the City of Statesville in meeting its recordkeeping and reporting requirements.

10. It must specify remedies for breach of the provisions of the written agreement. The agreement must specify that, in accordance with 24 CFR §200.339, suspension or termination may occur if the recipient materially fails to comply with any term of the agreement.
 11. It must prohibit the recipient and its subrecipients and community housing development organizations from charging for any of the prohibited costs listed in 24 CFR §92.214, including but not limited to servicing, origination, processing, inspection, or other fees for the costs of administering a program.
 12. It must require any subrecipient to follow the City of Statesville's requirements, including requirements for income determinations, underwriting, and subsidy layering guidelines, rehabilitation standards, refinancing guidelines, homebuyer program policies, and affordability requirements. The subrecipient must also enter into a written agreement with uniform requirements as the agreement between the city and the recipient.
 13. It must specify the duration of the Agreement.
 14. That the recipient shall comply with any auditing requirements as requested by the City of Statesville.
 15. Any other requirement of 24 CFR §92, *et al.* as it is from time to time amended.
2. **Written Agreements with Nonprofit housing owner (other than a community housing development organization or single-family owner-occupant):** The written agreement must, additionally to the requirements above, provide for:
1. An address and legal description of the property for the project.
 2. The specific amount and use of funds and other funds for the project, including the tasks to be performed for the project, a schedule for completing the tasks and a complete budget for the project. This must be sufficient in description to allow the City of Statesville to effectively monitor performance under the agreement to achieve project completion and compliance with the City's requirements.
 3. Must state the fees that may be charged by the owner in accordance with 24 CFR §92.214(b)(4) and prohibit the owners from charging tenants for any of the prohibited charges listed in 24 CFR §92.214(b), including but not limited to fees that are not customarily charged in rental housing.
3. **Written Agreements with Contractors.** The City of Statesville shall also enter into written agreements with contractors providing goods or services on a project utilizing an appropriation of the Funds. The Agreement must at a minimum provide:

1. Describe the use of the funds, including the tasks to be performed, a schedule for completing the tasks, and budget.
2. A provision that the contractor is subject to the requirements of 24 CFR §92, *et al.*
3. The duration of the agreement.
4. **Reporting:** Organizations receiving funds must submit an annual report to the governing body detailing fund expenditures, project outcomes, and the impact on housing affordability. Organizations receiving funds must also submit monthly reports to the City of Statesville detailing fund expenditures, project schedule progress and task completion during the duration of the Agreement.
5. **Record Preservation:** Any recipient or subrecipient of funds from the Statesville Affordable Housing Reserve Fund shall maintain all financial records and documents related to the project, including but not limited to receipts, invoices, payrolls, disbursements, tax records, spreadsheets, or accounting records for a period of five years from the final disbursement.

Section 5: Effective Date and Amendments This policy shall take effect on August 18, 2025, and may be amended by the governing body as needed to respond to changing housing needs and financial considerations.

Adopted this [Date] by the City of Statesville Council.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Kirkendall, Senior Planner
DATE: 8/11/2025 8:56 AM

ACTION NEEDED ON: August 18, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider appointing two regular members and two alternates to the Board of Adjustment.

1. Summary of Information:

City Council may appoint 4 new members from the active applications on file with the City Clerk's office. Each member will be appointed to serve a three-year term. The current regular member whose term is expiring is Mr. David Steele who does not wish to pursue reappointment for a new term. The other opening is currently vacant. Mr. Scott Zanatti is currently an alternate and is interested in being appointed to a regular member. Mr. Bill Winters is resigning from his alternate position. This would mean both alternate positions would be available for appointment.

Additionally, five additional individuals have provided an application signifying interest in serving on the Board of Adjustment; Kristin Lindvig, James (Jay) B. Smith, James (Jim) Dobson, Braden Zittle, and Jeremy Kaufman (see attached applications).

The Unified Development Code requires the Board of Adjustment to consist of the following:

- Five regular members who reside within city limits;
- One regular member who resides within the ETJ (who is appointed by the Iredell County Commissioners);
- Two alternates, and;
- It is also recommended (not required) that the Iredell County Commissioners appoint one additional alternate member who resides within the ETJ to serve in the place of the regular ETJ member during his/her absence.

The regular member position on the Board of Adjustment from the Extraterritorial Jurisdiction (ETJ) has been vacant since June 2021. The County has been asked for a new member, and the City's Public Information Officer has placed several requests for interested residents of the ETJ in the City's media outlets. However, no applicants have been received.

2. Previous Council or Relevant Actions:

City Council annually appoints members to fill expiring or vacant seats on the Board of Adjustment.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: N/A
Strategic Plan Values: We value Engagement.

Appointing new members to this board allows more citizens to be involved in their local government.

4. Budget/Funding Implications:

Members for each board are paid \$20 per meeting. These costs are accommodated in the Planning Department's budget.

5. Consequences for Not Acting:

Not appointing representatives to these boards will result in vacancies on the Board of Adjustment which would prevent them from maintaining a quorum to adequately conduct business

6. Department Recommendation:

Staff recommends that City Council appoint two regular members to the Board of Adjustment.

7. Manager Comments:

None.

8. Next Steps:

If appointed, notify appointees, and provide training materials as necessary.

9. Attachments:

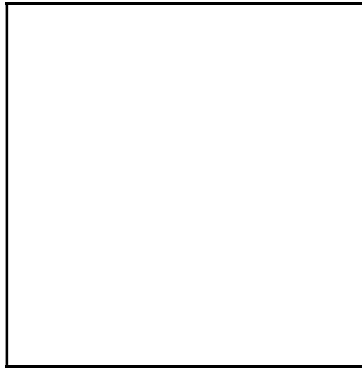
1. 2025 Volunteer Candidates
2. 2025 Volunteer Applications
3. BOA Member List - 7-1-2025

2025 Board of Adjustment Volunteer Candidates

Kristin Lindvig	105 White Apple Way
James Dobson	415 Japul Road
James (Jay) Smith	817 N Race Street
Jeremy Kauffman	324 W End Avenue
Braden Zittle	103 Brookmeade Drive

Subject: New Submission from your Boards + Commissions Volunteer Application Form in your City of Statesville account at Locable

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You have a new submission from your Boards + Commissions Volunteer Application Form!

You can view this and other submissions in your [Locable account](#).

Please choose which board, committee, and commission you are interested in serving on: Board of Adjustments

Please list any areas of expertise, interests, and skills: Administrative law, environmental law, in-depth research; deeply familiar with criminal and civil law; interested in helping the City of Statesville grow to expand tax base for improved services but still preserve the history and maintain rural areas as much as possible. Typing/keyboarding skills, leadership skills, in-depth research skills, public speaking skills, interrogation skills.

Please list current and previous service to the community, civic clubs, activities, and talents: : City of Brea (CA) - CERT team; City of Brea photography contest winner; election volunteer for County of Orange (CA); previously worked for County of Orange as Environmental Health inspector - familiar with government procedures and legal concepts; knowledge of law enforcement procedures (from law enforcement family, and widow of law enforcement officer); certificate from NACAS in leadership.

Please provide a brief statement outlining why you wish to serve: I would like to get involved in the community and am a proud new Statesville resident who would like to help the city find a balance between preservation and growth.

Race: Caucasian mainly

Sex: Female

Date of Birth: September 1st, 1967 08:00

Education: Bachelors Degrees, Professional Studies and Environmental Health
Associates Degrees, Family History Research and General Studies

Currently serving on another board?: No

Available for daytime meetings?: Yes

Employer: self

Occupation: retired from education administration; own professional genealogy service

Length of Residence (Please include years and months.): 4 months

Do you reside in the City of Statesville?: Yes

Zip Code: 28625

State: NC

City: Statesville

Street Address: 105 White Apple Way

WARD:: 1

Phone Number: 9494470607

Email: kristin.lindvig@gmail.com

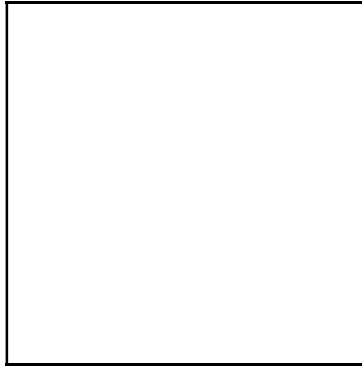
First Name: Kristin

Last Name: Lindvig

Date of Application:: June 25th, 2025 18:41

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by [updating these settings in your Lovable account](#).

Together We're Building Main Street for the 21st Century™



You have a new submission from your Boards + Commissions Volunteer Application Form!

You can view this and other submissions in your [Locable account](#).

Please choose which board, committee, and commission you are interested in serving on: Board of Adjustments

Please list any areas of expertise, interests, and skills: Comprehensive decision making abilities. Patient, well versed in communication approaches as well as an avid listener.

Please list current and previous service to the community, civic clubs, activities, and talents: : Drug and Alcohol of Iredell County coalition board member and chair. Christ Church Foundry House program board and community member. Christian and Outdoorsman...

Please provide a brief statement outlining why you wish to serve: Interested in providing input and learning different aspects of the integral workings of our Statesville community.

Race: White/ Caucasian

Sex: Male

Date of Birth: November 11th, 1970 14:50

Education: HS graduate Qualified Professional w/ College certifications.

Currently serving on another board?: Yes

Available for daytime meetings?: Yes

Employer: PQA Healthcare Inc .

Occupation: Facilities Director

Length of Residence (Please include years and months.): 7yrs 10 months

Do you reside in the City of Statesville?: Yes

Zip Code: 28625

State: NC

City: Statesville

Street Address: 415 Japul Rd

WARD:: 4th

Phone Number: 3364132711

Email: jim4jets@aol.com

First Name: James

Last Name: Dobson

Date of Application:: June 23rd, 2025 14:46

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Together We're Building Main Street for the 21st Century™

Matthew Kirkendall

From: Jay Smith <jaybsmith91@icloud.com>
Sent: Tuesday, June 24, 2025 9:12 AM
To: Matthew Kirkendall
Subject: Re: New Submission from your Contact Matt Kirkendall Form in your City of Statesville account at Locable

Categories: Blue Category

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JAMES B SMITH (Jay)
817 N Race St Statesville NC

Sent from my iPhone

On Jun 24, 2025, at 8:18 AM, Matthew Kirkendall <mkirkendall@statesvillenc.net> wrote:

Good morning Mr. Smith,

Thank you for your willingness to serve. What is your address so we can verify residency?

Thank you,

Matt Kirkendall
Senior Planner
City of Statesville
704-768-5595

From: Locable <help@locable.com>
Sent: Monday, June 23, 2025 5:00 PM
To: Matthew Kirkendall <mkirkendall@statesvillenc.net>
Subject: New Submission from your Contact Matt Kirkendall Form in your City of Statesville account at Locable

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You have a new submission from your Contact Matt Kirkendall Form!

You can view this and other submissions in your [Locable account](#).

Message: Interested in being on the Board of Adjustments. I live in the city.

Phone Number: 8284063918

Email: jaybsmith91@icloud.com

First Name: Jay

Last Name: Smith

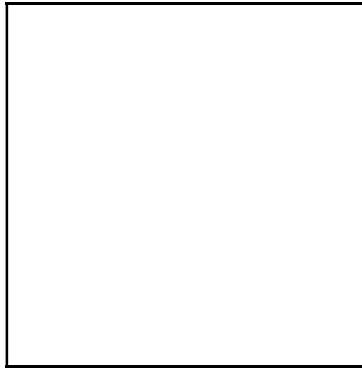
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Subject: New Submission from your Boards + Commissions Volunteer Application Form in your City of Statesville account at Locable

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You have a new submission from your Boards + Commissions Volunteer Application Form!

You can view this and other submissions in your [Locable account](#).

Please choose which board, committee, and commission you are interested in serving on: Board of Adjustments

Please list any areas of expertise, interests, and skills: I am a skilled engineer

Please list current and previous service to the community, civic clubs, activities, and talents: : Statesville Historic Commission, 3 yr term in early 2010s Elder- First

Presbyterian Church Volunteer sometimes for community events

Please provide a brief statement outlining why you wish to serve: I am of an age where I can afford more time to serve the community that has served me so well.

Race: White

Sex: Male

Date of Birth: April 25th, 1972 17:32

Education: MS, MBA

Currently serving on another board?: No

Available for daytime meetings?: Yes

Employer: JC Steele and Sons Inc

Occupation: Chief Engineer

Length of Residence (Please include years and months.): 30 years

Do you reside in the City of Statesville?: Yes

Zip Code: 28677

State: NC

City: Statesville

Street Address: 324 West End Avenue

WARD:: 5

Phone Number: 7049298101

Email: jeremykauffman.jk@gmail.com

First Name: Jeremy

Last Name: Kauffman

Date of Application:: June 25th, 2025 17:29

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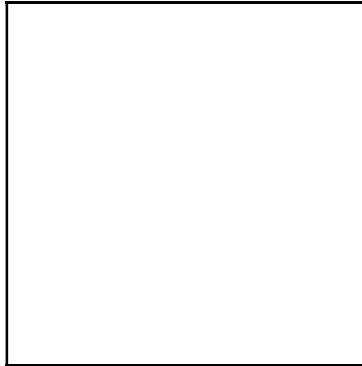
From: Locable <help@locable.com>

Sent: Thursday, June 26, 2025 7:28 AM

To: Emily Kurfees <ekurfees@statesvillenc.net>

Subject: New Submission from your Boards + Commissions Volunteer Application Form in your City of Statesville account at Locable

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You have a new submission from your Boards + Commissions Volunteer Application Form!

You can view this and other submissions in your [Locable account](#).

Please choose which board, committee, and commission you are interested in serving on: Board of Adjustments

Please list any areas of expertise, interests, and skills: I have been in the Logistics field for 6 years at a high level, the planning, organization, and forethought required in my roles has proven to translate across industries.

Please list current and previous service to the community, civic clubs, activities, and talents: : I operate a church bus route on the south and southeast side of statesville, I have done so since 2019. I am a husband and father of 3, who graduated HS at 15 years of age with a 4.3 GPA. I have worked internationally, almost done run several companies bringing in 8 figures annually, across multiple different industries. My talent is my ability to learn quickly, while applying a common sense approach to decision making.

Please provide a brief statement outlining why you wish to serve: Our city needs active participation by informed and educated citizens in order to remain “the City of Progress”. I want to serve on this board as a way to serve the city.

Sex: Male
Date of Birth: July 5th, 1996 09:10
Education: HS Diploma
Currently serving on another board?: No
Available for daytime meetings?: Yes
Employer: Lachlan Logistics Inc.
Occupation: District Manager, Logistics
Length of Residence (Please include years and months.): 2 years and 1 month
Do you reside in the City of Statesville?: Yes
Zip Code: 28625
State: NC
City: Statesville
Street Address: 103 Brookmeade Dr.
WARD:: One
Phone Number: 7047945608
Email: bczittle@gmail.com
First Name: Braden
Last Name: Zittle
Date of Application:: June 26th, 2025 03:18

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City of Statesville Board of Adjustment

3 Year Terms, City Code 22-43, G.S. 160A-388 City Council Appointment

Meets 1st Tuesday of Month

Vacant (Regular)

Gurney Wike
150 Columbine Dr
Statesville, NC 28625

(H) 704.928.8327
gurneywike@gmail.com

6/30/2027

Vacant (Regular)

6/30/2026

George Simon (Vice-Chair)
3313 Camden Road
Statesville, NC 28625

(H) 704-872-0639
(C) 704-880-3157
gsimonsez@att.net

6/30/2027

Jed Pidcock
819 Radio Road
Statesville, NC 28677

(B) 704-878-4524 daytime
(C) 740-707-3366
jedpidcock@gmail.com
jedpidcock@protonmail.com

6/30/2026

Vacant (ETJ Rep)

6/30/2027

Alternates:

Scott Zanotti
2714 Idlewood Lane
Statesville, NC 28625

828.855.4194
scott@neillinc.com

6/30/2027

Vacant (Alternate)

6/30/2026



**Airport Commission
Minutes
June 11, 2025 – 12:00pm**

The Statesville Airport Commission met on Wednesday, June 11, at City Hall.

Members Present: Steve Johnson, Mike Colyer, David Bullins, Jap Johnson, Ex-Officio Member

Staff Present: John Ferguson, Carissa Barnette

Others Present: Tyler Meyers, John McCalmont

Roll Call

Chairman Steve Johnson was unable to call the meeting to order due to a lack of a quorum.

Staff Report- Operations

- Mr. Ferguson reviewed the operations report. Operations are down slightly due mostly to bad weather and high winds.
- The new general manager for West Star started his new job on the first of June.
- One position on the Airport Commission is up for renewal.
- Mr. Ferguson showed the PowerPoint presentation he gave to City Council.

Project Updates – Mr. McCalmont

Terminal:

- Terminal is progressing. Completion date is the end of November

Hangar: Plans are still sitting at a desk at the NCDOT Aviation Division. Our goal is to get the hangar cost around \$7 million.

Expand Terminal Apron:

- 90% comments should be back shortly.

Bethlehem Road- Right of Way appraisals have been completed. Expect bids for construction to start next summer. The city is moving forward with land acquisition.

Southwest Parallel Taxiway- Preliminary engineering work has begun on the Southwest parallel taxiway.

Old Business

None

New Business

None

DRAFT