



STATESVILLE CITY COUNCIL MEETING

227 S. Center Street

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

October 6, 2025 - 6:00 p.m. - Regular Meeting – Statesville City Hall

- 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. Carolina BalloonFest Proclamation p. 7**
 - 2. Public Power Week Proclamation p. 8**
 - 3. Fire Prevention Week Proclamation p. 9**
 - 4. National Crime Prevention Month Proclamation p. 10**
 - 5. Domestic Violence Awareness Month Proclamation p. 11**

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 September 9, 2025 Special Meeting Minutes, September 11, 2025 Pre-Agenda Meeting Minutes, September 15, 2025 Regular Meeting Minutes, and the September 24, 2025 Special Meeting Minutes. (E. Kurfees) p. 13**
- B. Consider passing the second reading of an ordinance to annex AX25-07 the Oaks at James Farm at 474 James Farm Road. (Kirkendall) p. 27**
- C. Consider passing the second reading of a conditional rezoning ZC25-13 Compass Data Center. (Ashley) p. 31**
- D. Consider appropriating fund balance to approve Budget Amendment #2026-09 to pay an economic incentive in the amount of \$272,305 to Cheney Bros, Inc. (Lawrence) p. 43**
- E. Consider approving a budget amendment #2026-08 transferring \$386,323 from purchase orders previously allocated in the Police Department's General Fund to the Project Fund in support of the Statesville Parking Deck and Expansion Project contract. (Lawrence) p. 57**

- F. Consider approving Work Authorization number 21, amendment 1 for the second phase of a new corporate aviation development area adjacent to the eastern portion of Taxiway B on the south side of Runway 10-28. (Ferguson) p. 61**
- G. Consider appointing Michelle Rokes to the ABC Board. (Nicholson) p. 79**
- H. Consider approving an amended economic incentive agreement for Statesville Logistics, LLC. (Bosser) p. 85**
- I. Consider approving changes to the civil penalties for the parking enforcement ordinance to reflect changes to the fine amount, towing change, and online payment option. (Onley) p. 105**
- J. Consider approving an amended ordinance and the removal of prohibited acts located in Sec. 21-34 of the Solicitor Ordinance. (Onley) p. 111**
- K. Consider passing a resolution fixing a date of October 20, 2025, for a public hearing for the petition of annexation a petition of annexation, AX25-05 407 and 417 Central Drive. (Kirkendall) p. 123**
- L. Consider passing a resolution fixing a date of October 20, 2025, for a public hearing for the petition of annexation AX25-08 Compass Data Centers for parcels along Stamey Farm Road and Hickory Hwy. (Kirkendall) p. 131**
- M. Consider passing a resolution fixing a date of October 20, 2025, for a public hearing for the petition of annexation. AX25-09 City of Statesville Fire Station 5 at 533 Gaither Road. (Kirkendall) p. 145**
- N. Consider approving a condemnation for a public utility easement on parcel 4724-32-6780 (Benbow) in accordance with City Code § 9.1. (Vaughan) p. 153**

REGULAR AGENDA

- VIII. Receive an update on the Monroe Street and Front Street Small Area Plan and consider approving the Small Area Plan. (Pierce) p. 177**
- IX. Consider approving the second reading of the proposed text amendment TA 25-01 by Downtown Statesville Development Corporation to allow Drinking Establishments in the Central Business (CB) Zoning District. (Kirkendall) p. 179**
- X. City Manager's Report**
- XI. Advisory Boards Meeting Minutes**
 - 1. August 13, 2025 Airport Commission Meeting Minutes p. 187
- XII. Other Business**
- XIII. Closed Session (Following Pre-Agenda)**
 - 1. G.S. 143-318.11(a)(3), Attorney-Client Privilege
 - 2. G.S. 143-318.11(a)(4), Economic Development
- XIV. 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



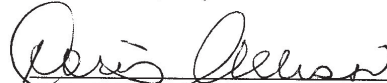
Constantine H. Kutteh, Mayor



David Jones, Mayor Pro Tem – Ward One



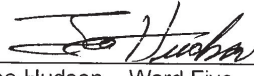
C.O. "Gap" Johnson – Ward Two



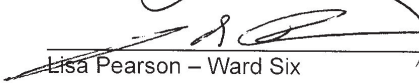
Doris Allison – Ward Three



Amy Lawton – Ward Four



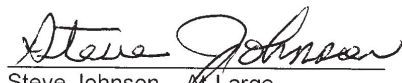
Joe Hudson – Ward Five



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

Carolina BalloonFest 50th Anniversary October 17-19, 2025

WHEREAS, the City of Statesville has gained international recognition through its long-standing association with ballooning, led by pioneers such as balloon craftsman Tracy Barnes and pilots Don Cline and Bill Meadows; and

WHEREAS, more than 25 licensed balloon pilots and students call the greater Statesville area home, strengthening our community's proud place in ballooning history; and

WHEREAS, National Balloon Rally Charities, Inc., a 501(c)(3) nonprofit doing business as Carolina BalloonFest, continues the heritage of hot air ballooning in Iredell County, spotlighting the community of Statesville while donating a portion of festival proceeds to local nonprofit organizations – contributions that have totaled more than one million dollars; and

WHEREAS, Carolina BalloonFest, the second oldest hot air balloon festival in the United States, has brought thousands of visitors to Statesville each October to enjoy mass ascensions, balloon glows, entertainment, and community fellowship; and

WHEREAS, 2025 marks the 50th Anniversary of Carolina BalloonFest, celebrating five decades of ballooning tradition, charitable giving, and community pride;

Now, Therefore, I, Constantine H. Kutteh, Mayor of the City of Statesville, do hereby proclaim **October 17–19, 2025, as Carolina BalloonFest Weekend** in the City of Statesville, North Carolina, and encourage all citizens and visitors to join in celebrating this golden anniversary.

IN WITNESS WHEREOF I have set
my Hand and caused the Great Seal
of the City of Statesville to be affixed
this 6th day of October 2025




Constantine H. Kutteh, Mayor

City of Statesville, North Carolina

Office of the Mayor

Proclamation

2025 PUBLIC POWER WEEK

October 5-11, 2025

WHEREAS, public power is a crucial component in cities and towns across North Carolina, driving the overall health of communities by providing unmatched electric reliability, affordable and sustainable power, excellent local service, and essential jobs in communities; and

WHEREAS, North Carolina's more than 70 public power municipalities are among more than 2,000 across the country, providing electricity with a reliability rating of 99.99 percent to nearly 1.6 million North Carolinians; and

WHEREAS, many of North Carolina's public power municipalities, including Statesville, have been electric providers for more than 100 years, assisting their communities through prosperous times as well as pandemics and economic downturns, maintaining life saving electricity to homes and businesses; and

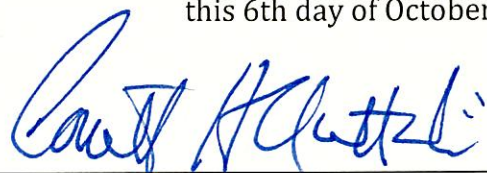
WHEREAS, North Carolina public power communities are part of a mutual aid network that spans the state and country, providing invaluable support during times of hurricanes and other natural disasters while maintaining a superior safety record; and

WHEREAS, North Carolina's public power providers are essential community assets that contribute to the well-being of the community and provide economic development opportunities; and

WHEREAS, the City of Statesville recognizes **Statesville Public Power** and commends the public power cities and towns across our state and nation for their outstanding contributions to our communities.

NOW, THEREFORE, I, Constantine H. Kutteh, Mayor of the City of Statesville, do hereby proclaim **October 5-11, 2025**, as **Public Power Week** in the City of Statesville and commend its observance to all citizens.

IN WITNESS WHEREOF I have set
my Hand and caused the Great Seal
of the City of Statesville to be affixed
this 6th day of October 2025



Constantine H. Kutteh, Mayor



City of Statesville, North Carolina

Office of the Mayor

Proclamation

Fire Prevention Week

October 5-11, 2025

WHEREAS, fire safety is essential to the wellbeing of all citizens of Statesville, helping to protect lives, homes, businesses, and property; and

WHEREAS, the National Fire Protection Association (NFPA) has designated the week of October 5-11, 2025, as Fire Prevention Week with the theme “**Charge into Fire Safety™: Lithium-Ion Batteries in Your Home,**” focusing public attention on the safe purchase, charging, storage, and disposal of lithium-ion batteries; and

WHEREAS, lithium-ion batteries are widely used in household devices including phones, tablets, laptops, power tools, e bikes, and other rechargeable products, and while they offer many benefits, they can overheat, catch fire, or explode when mishandled, charged improperly, or damaged; and

WHEREAS, education about simple preventive steps such as buying certified products, using proper chargers, charging devices on hard ventilated surfaces, avoiding overcharging, and safely recycling or disposing of batteries can greatly reduce the risk of battery related fires in homes; and

WHEREAS, fire departments, public safety agencies, community organizations, schools, and residents all play a critical role in promoting fire prevention and ensuring the safety of our community; and

WHEREAS, observing Fire Prevention Week with information, outreach, and action strengthens community resilience and reduces fire risks associated with lithium-ion battery usage in our homes.

NOW, THEREFORE, I, Constantine H. Kutteh, Mayor of the City of Statesville, do hereby proclaim **October 5-11, 2025**, as **Fire Prevention Week** in the City of Statesville. I urge all citizens, businesses, schools, and organizations to join in recognizing this week by learning more about battery safety, adopting safe practices in their homes, and sharing this vital information with neighbors, family, and friends.



IN WITNESS WHEREOF I have set
my Hand and caused the Great Seal
of the City of Statesville to be affixed
this 6th day of October 2025

A handwritten signature in blue ink, reading "Constantine H. Kutteh", is written over a horizontal line.

Constantine H. Kutteh, Mayor

City of Statesville, North Carolina

Office of the Mayor

Proclamation

Crime Prevention Month October 2025

WHEREAS, the safety and well-being of all who live, work, and visit the City of Statesville are essential to a thriving community; and

WHEREAS, crime prevention is most effective when neighbors, businesses, schools, faith communities, and local government work together to reduce opportunities for crime, strengthen community bonds, and promote trust between residents and law enforcement; and

WHEREAS, proactive measures—such as securing homes and vehicles, reporting suspicious activity, participating in neighborhood watch efforts, improving lighting design, and practicing online and financial safety—have been proven to deter crime and enhance quality of life; and

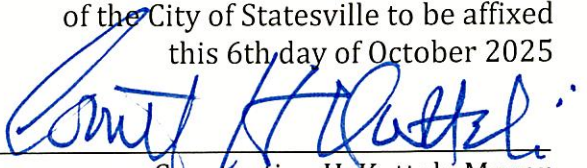
WHEREAS, the Statesville Police Department provides education, outreach, and resources—including safety presentations, security assessments, youth engagement, victim support, and community events—to empower residents with practical tools to prevent crime; and

WHEREAS, National Crime Prevention Month, observed each October, highlights the importance of community partnerships, encourages participation in prevention programs, and recognizes the dedication of public safety professionals, volunteers, and community leaders who work tirelessly to keep Statesville safe; and

WHEREAS, everyone has a role to play in crime prevention by staying informed, getting involved, and taking simple daily steps that protect themselves, their families, and their neighborhoods.

NOW, THEREFORE, I, Constantine H. Kutteh, Mayor of the City of Statesville, do hereby proclaim **October 2025** as **Crime Prevention Month** in the City of Statesville and call upon all residents, businesses, organizations, and visitors to join the Statesville Police Department in practicing and promoting crime prevention strategies, participating in community safety initiatives, and working together to build a safer, stronger Statesville.

IN WITNESS WHEREOF I have set
my Hand and caused the Great Seal
of the City of Statesville to be affixed
this 6th day of October 2025


Constantine H. Kutteh, Mayor



City of Statesville, North Carolina

Office of the Mayor

Proclamation

Domestic Violence Awareness Month October 2025

WHEREAS, domestic violence is a serious and widespread crime that affects individuals, families, and communities across all racial, ethnic, age, gender, and socioeconomic lines, leaving devastating physical, emotional, and financial consequences; and

WHEREAS, since 1989, October has been recognized nationally as Domestic Violence Awareness Month, uniting communities to raise awareness about the prevalence of domestic violence and amplify the needs, voices, and experiences of survivors; and

WHEREAS, the 2025 Domestic Violence Awareness Month theme, "With Survivors, Always," calls on all communities to work with survivors – uplifting their voices, honoring their resilience, and committing to ongoing safety, support, and solidarity; and

WHEREAS, the City of Statesville reaffirms its dedication to standing with survivors of domestic violence, supporting prevention efforts, and ensuring that resources, advocacy, and protection remain accessible to those affected; and

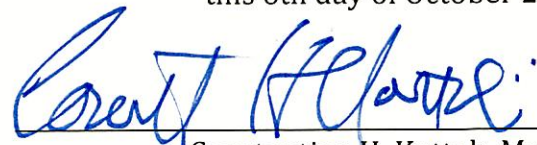
WHEREAS, we recognize the critical role of local organizations, advocates, law enforcement, and service providers who work tirelessly to prevent domestic violence, support survivors, and hold offenders accountable for their actions; and

WHEREAS, by working together, centering the experiences of those most impacted, and fostering a culture of respect and nonviolence, we can build a safer and more compassionate community for all residents of Statesville;

NOW, THEREFORE, I, Constantine H. Kutteh, Mayor of the City of Statesville, do hereby proclaim **October 2025 as Domestic Violence Awareness Month** in the City of Statesville. I urge all citizens, government agencies, public and private institutions, and businesses to work collaboratively to raise awareness, support survivors, and help prevent domestic violence.



IN WITNESS WHEREOF I have set
my Hand and caused the Great Seal
of the City of Statesville to be affixed
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Constantine H. Kutteh, Mayor

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MINUTE BOOK 31, PAGE
STATESVILLE CITY COUNCIL SPECIAL MEETING MINUTES – September 9, 2025
CITY HALL – 227 S. CENTER STREET, STATESVILLE, NC – 11:30 A.M.

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

Council Absent: S. Johnson, Hudson

Staff Present: Ron Smith, Messick, Harrell, Nesbit, Onley, E. Kurfees

Others: Kevin Angell, Jeff James, Mark Shinkaruk, Ronda Hoke, Billie Berry and 4 others

Media: Ben Gibson and Donna Swicegood

Mayor Kutteh called the meeting to order and turned the meeting over to Mr. Angell. Mr. Angell introduced Mr. Mark Shinkaruk, Iredell-Statesville Schools Director of Operations.

Mark Shinkaruk provided the annual report which included school capacity information and capital projects report.

Lisa Pearson arrived at 12:00 PM

Council Member Wasson asked what we can the Conventions and Visitor's Bureau can do to help. Dr James stated that he would like help market Mac Gray Center.

Smith asked where the additional 30 million will come from for athletic fields for the new school. Angell stated that the board and the county work together to get additional funding.

Council Member Jones asked regarding the growth numbers. Dr. James stated that he provides the city the same information the public has.

Council Member J. Johnson asked what the School System wants from the City Council. Angell stated that he wanted to communicate between the city, school system, and the county. Shinkaruk stated that he did not have an ask.

The meeting was adjourned at 12:47 PM.

MINUTE BOOK 31, PAGE 262

**STATESVILLE CITY PRE-AGENDA COUNCIL MEETING MINUTES – September 11, 2025
CITY HALL – 227 S. CENTER STREET, STATESVILLE, NC – 4:00 P.M.**

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

Council Absent: Hudson, Pearson (Virtual),

Staff Present: Ron Smith, Messick, Harrell, Ashley, E. Kurfees, G. Kurfees, Bridges, Hubert, Griggs, Onley, Leis, Vaughan, Kirkendall, Pierce, Nesbit, Ferguson, Barnette, Marion

I. Call to Order

Mayor Kutteh called the meeting to order.

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)

1. Suicide Prevention Month Proclamation
2. Constitution Week Proclamation

VII. Public Comment (Only at the Regular Meeting)

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 August 14, 2025, Pre-Agenda Meeting Minutes and the August 18, 2025, Regular Meeting Minutes. (E. Kurfees)

B. Consider passing the second reading of TA25-03 Flood Development Permit to amend Appendix A, Article II, Part 2, Section 2.25 Flood Development Permit. (Moore)

C. Consider passing the second reading of an annexation ordinance AX25-06 2110 E. Greenbriar Road. (Kirkendall)

D. Consider passing a resolution directing the City Clerk to investigate a petition of annexation, AX25-05 407 and 417 Central Drive, 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)

- E. Consider passing a resolution directing the City Clerk to investigate a petition of annexation, AX25-08 Compass Data Centers for parcels along Stamey Farm Road and Hickory Hwy, receive the City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of October 6, 2025, for a public hearing for the petition of annexation.** (Kirkendall)

Mayor Kutteh stated that this is the annexation of the data center project.

- F. Consider passing a resolution directing the City Clerk to investigate a petition of annexation, AX25-09 City of Statesville Fire Station 5 at 533 Gaither Road, receive the City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of October 6, 2025, for a public hearing for the petition of annexation.** (Kirkendall)

- G. Consider approving a work authorization with Parrish and Partners for engineering services for the Runway Safety Area Improvement Project in the amount of \$61,155.00.** (Ferguson)

Mayor Kutteh stated that this is a match grant with Iredell County.

- H. Consider approving a Request for Proposal for the HOME Funds Administration.**
(Smith)

Council Member J. Johnson asked if the funds are spent now. Mayor Kutteh stated that this is just the request for proposals to spend the funds.

REGULAR AGENDA

- IX. Conduct a public hearing and consider passing a first reading of an ordinance to annex AX25-07 the Oaks at James Farm at 474 James Farm Road.** (Kirkendall)

Mayor Kutteh stated that the Council has approved the rezoning, and this is the annexation process.

- X. Conduct a public hearing regarding the condemnation of an abandoned, dilapidated dwelling located at 1013 Park Drive and consider approving first reading of an ordinance to demolish the dwelling as unsafe and a dangerous condition or consider foreclosure.** (Marion)

Mayor Kutteh stated that we can consider demolishing or foreclosing on the property.

Messick stated that if the Council goes through the foreclosure process, then it will go to the Bardill office. The foreclosure is still available after the demolition of the property.

Mayor Kutteh would like to know the status of the foreclosures and what the status is. Marion stated that they sent 8 properties that are just land to Mark Bardill's office. Council Member Wasson asked if the status. Marion stated that they have not been worked on since we sent them over in October.

- XI. Conduct a public hearing and consider passing the first reading of Rezoning Request ZC25-13 for Compass Data Centers; properties located on Stamey Farm**

Road, between I-40 and US 70 (Hickory Highway), To rezone from Iredell County RA and Iredell County HB to the City of Statesville LI CZ. (Ashley)

Mayor Kutteh stated that we expect a large crowd. There is overflow at the Civic Center and the Lobby of City Hall. He stated that we are anticipating a lengthy public hearing and we are not going to tolerate any disrespectful behavior.

Caulder stated that Sherry Ashley will be presenting. Mayor Kutteh stated that the staff will present, then the applicant will have time to present. Most of the comments and questions should be answered during the presentations.

Council Member Wasson asked how many Compass Data Centers are in the US. Goodson stated that there are 2 campuses under construction and there are at least 20 different projects since 2018.

Smith stated that staff will get reading of the noise level of area events to answer council member's questions. Compass has started to show reluctance to answering some questions.

Council Member Allison asked about the traffic impact. Caulder stated that they do not have enough traffic to trigger an analysis, but they are doing it anyway.

Council Member S. Johnson stated that the Stameys have turned down several projects on their property because of the impact to the community.

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

XIII. Advisory Boards Meeting Minutes

1. August 26, 2025 Planning Board Meeting Minutes
2. July 10, 2025 Design Review Committee Meeting Minutes

XIV. Other Business

Mayor Kutteh called Frank Johnson with the Iredell Community Remembrance Project would like to erect the plaque in collation with the Equal Justice Initiative next to the Civil War statute at the court house. They would like to put up a marker next to a statute describing the lynching of Charles Campbell. Marlene Scott stated that Voices of Freedom is theme of the America 250 Committee and this marker will go along with that theme. Mayor Kutteh stated that this will be put on an upcoming meeting for consideration.

XV. Closed Session (After Pre- Agenda)

Mayor Kutteh stated that we need to go into closed session for an economic development matter and a contract matter.

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

Coming out of closed session, Mayor Kutteh stated that no decisions were made, and an economic development matter and a contract matter was discussed.

XVI. Adjournment

Council Member Allison made a motion to adjourn the meeting. Council Member J. Johnson seconded the motion. The motion passed unanimously.

Emily Kurfees, City Clerk

Constantine H. Kutteh, Mayor

MINUTE BOOK 31, PAGE
STATESVILLE CITY REGULAR COUNCIL MEETING MINUTES – September 15, 2025
CITY HALL – 227 S. CENTER STREET, STATESVILLE, NC – 6:00 P.M.

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

Council Absent: None

Staff Present: Ron Smith, Messick, Harrell, Ashley, E. Kurfees, G. Kurfees, Bridges, Hubert, Onley, Vaughan, Kirkendall, Nesbit, Ferguson, Marion, Morrison, Menster, Galliher, Griffin, Iverson, Ballard, Bowen

Media: Charlotte News and Observer, Iredell Free News, Record and Landmark

Others: Over 100 people in attendance

I. Call to Order

Mayor Kutteh called the meeting to order.

II. Invocation

The City Clerk led the invocation.

III. Pledge of Allegiance

Mayor Kutteh led in the Pledge of Allegiance.

IV. Adoption of the Agenda

Mayor Kutteh stated that Item 10 has been pulled to be reconsidered at another date.

Council Member Allison made a motion to approve the amended agenda. Council Member Hudson seconded the motion. The motion passed unanimously.

V. Code of Ethics and Front and Center Strategic Plan

Mayor Kutteh stated that the Council strives to follow the Code of Ethics.

VI. Presentations & Recognitions

1. Suicide Prevention Month Proclamation

Mayor Kutteh read the proclamation into the record and presented it to Susan B and Brett Eckerman.

2. Constitution Week Proclamation

Mayor Kutteh read the proclamation in the record. He brought up members of the DAR.

VII. Public Comment

No one signed up to speak during the public comment period.

VIII. CONSENT AGENDA

Mayor Kutteh stated that all items below are considered to be routine by City Council and will be enacted by one motion. There will be no separate discussion on these items unless

a Council member 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 August 14, 2025, Pre-Agenda Meeting Minutes and the August 18, 2025, Regular Meeting Minutes. (E. Kurfees)**
- B. Consider passing the second reading of TA25-03 Flood Development Permit to amend Appendix A, Article II, Part 2, Section 2.25 Flood Development Permit. (Moore)**
- C. Consider passing the second reading of an annexation ordinance AX25-06 2110 E. Greenbriar Road. (Kirkendall)**
- D. Consider passing a resolution directing the City Clerk to investigate a petition of annexation, AX25-05 407 and 417 Central Drive, receive the City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of October 6, 2025, for a public hearing for the petition of annexation. (Kirkendall)**
- E. Consider passing a resolution directing the City Clerk to investigate a petition of annexation, AX25-08 Compass Data Centers for parcels along Stamey Farm Road and Hickory Hwy, receive the City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of October 6, 2025, for a public hearing for the petition of annexation. (Kirkendall)**
- F. Consider passing a resolution directing the City Clerk to investigate a petition of annexation, AX25-09 City of Statesville Fire Station 5 at 533 Gaither Road, receive the City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of October 6, 2025, for a public hearing for the petition of annexation. (Kirkendall)**
- G. Consider approving a work authorization with Parrish and Partners for engineering services for the Runway Safety Area Improvement Project in the amount of \$61,155.00. (Ferguson)**
- H. Consider approving a Request for Proposal for the HOME Funds Administration. (Smith)**

Mayor Kutteh asked for a motion on the consent agenda.

Council Member S. Johnson asked for further discussion to be had if the Housing Authority submits a proposal.

Council Member Allison made a motion to approved the consent agenda. Council Member Lawton seconded the motion. The motion passed unanimously.

REGULAR AGENDA

- IX. Conduct a public hearing and consider passing a first reading of an ordinance to annex AX25-07 the Oaks at James Farm at 474 James Farm Road. (Kirkendall)**

Kirkendall stated that the City Council approved this development as a rezoning in July. Staff recommends to annex this property because it is in Tier 2 growth area and near existing city services.

Council Member S. Johnson asked to see the City Limits near the site. He stated that it is near the current city limits.

Mayor Kutteh opened the public hearing. Hearing none, he closed the public hearing.

Council Member Allison made a motion to approve the annexation request; Council Member Wasson seconded the motion. The motion passed unanimously.

- X. Conduct a public hearing regarding the condemnation of an abandoned, dilapidated dwelling located at 1013 Park Drive and consider approving first reading of an ordinance to demolish the dwelling as unsafe and a dangerous condition or consider foreclosure. (Marion)**
This item was removed from the agenda.

- XI. Conduct a public hearing and consider passing the first reading of Rezoning Request ZC25-13 for Compass Data Centers; properties located on Stamey Farm Road, between I-40 and US 70 (Hickory Highway), To rezone from Iredell County RA and Iredell County HB to the City of Statesville LI CZ. (Ashley)**
Mayor Kutteh stated that the staff will provide a presentation and then the applicant will present. Finally, the public hearing will occur.

Ashley stated that the applicant would like to rezone from Iredell County RA and HB to City of Statesville LI CZ. They propose 5 warehouse buildings with backup generators and fans. There are many uses allowed in LI but the conditional zoning limits the uses.

Ashley reviewed the public meetings that the rezoning request including the planning board and community meeting. Ashley reviewed the conditions:

1. Limited uses
2. Require TIA to be performed
3. Increased property line buffers

She reviewed the site plan. She stated that a building and generator is at a minimum of 500 feet from adjoining homes.

Ashley stated that the Planning board unanimously approved the rezoning request.

Mayor Kutteh asked if anyone had any questions before the applicant presented. Hearing none, he called up the applicant.

Brent Tyler, Senior Land Development at Compass Data Centers. He stated that they have 20 campuses globally, including in Israel and Canada. Each data center is approximately 250,000 square feet. There is onsite power and generators. Compass has always used non-water cooling.

The site is ideal for Compass and the City. The site plan follows the land development plans for both the city and county. Energy will be provided by Duke Power. Compass will

pay for upgrade costs in the distribution system. Water usage will be typical office building usage. There will be limited visuals of the buildings.

Council Member Allison asked about the employees. Mr. Tyler stated that employees can have degrees from technical colleges or internships. He stated that we seek diversity in employment. Currently, all construction managers are female. He stated that the company works with community colleges to create degrees to work for Compass.

Council Member Wasson asked about the pay rate. He stated that the jobs are paid above the county average.

Mayor Kutteh opened the public hearing.

Jade Benfield- 1567 Old Mountain Road (County Resident)-. She is opposed to the data center. She stated that this is a rural area and does not want to annex the property into the city limits. She stated that the bitcoin site in Virginia Beach hums a thousand feet away. She asked the council if this is ethically right. She claims that she has a buyer for the property to keep the land a farm.

Gene Pickens, 118 Parkers Grove Lane (Adjoining Property Owner), yielded his time to his wife.

Deidra Pickens, 118 Parkers Grove Lane (Adjoining Property Owner), She is opposed to the data center. She owns watch me grow ultrasound. She provided a petition to the Council Members (exhibit A). The petition has over 1300 signatures. Ms. Pickens showed a YouTube video of a data center in Gainesville, VA.

Donna Larkin, 200 Starlight Road (County Resident)- she is against the data center, she stated that her sons work for Carrier and the air condition units put out a lot of harmful emissions. Her nephew works for data centers in Texas, and he would not like these facilities in his backyard.

Sam Estes, 1759 Old Mountain Road (County Resident)- he is against the data center. He stated that these buildings are larger than the Kathy Godly buildings. He stated that he would like the land to stay farmland. He stated that he traveled to other data centers, and they are very loud.

Steve Begrad, 449 Westchester Road (County Resident), He is in favor of the data center. He is in the shredding and destruction of computer hardware. He has been working at data center businesses for 14 years. He stated that the equipment is top of the line and maintenance of the buildings is a priority.

Sheila Shupert, 128 Mt. Hermon Road (County Resident)- She is against the data center. Ms. Shupert is concerned about the health of the community. She is concerned about the pollution that will contaminate the air that will harm children and the elderly. She stated that she received the public records request for all the emails.

Tim Shupert, 128 Mt. Hermon Road (County Resident), is against the data center. He would like the land to stay agriculture.

Gordon Moore, 322 Gilbert Road (County Resident), is against the data center. He stated that 525 homes were approved a year ago and 200 additional workers will affect the traffic. He is concerned about the safety of a mission critical data center.

Kristen Clanton, 111 Heathrow Lane (County Resident), is against the data center because of its public utility use.

Dale Warren, 144 Greenwich Drive (County Resident), He is against the data centers because of the noise level.

Tommy Chapman- 212 Celest Estates Road (County Resident) is in favor of the data center. He owns two small business and respects the right for everyone to be against the data center. He is upset that the Stameys have been vilified in this process. He stated that he could have sold the property for a lot worse use.

Lauri Van Drake- 326 Prospect Road (County Resident)- she is against the data center. She claims that the VP from Compass stated that Statesville is a tier one city. She stated that other tier one cities include LA and NYC.

Susan DiGiacrmo 326 Prospect Road (County Resident) is against the data center. She stated that two companies own Compass Data Centers and the companies are in litigation with the DOJ.

Erika Hernandez 7705 Perdot Circle, Charlotte- is against the data center. She works for clean water for North Carolina. She stated that the data centers increase water demands for water.

Dawn Curtin, 375 Bethlehem Road (County Resident), is against the data centers and agrees with the majority of the others. She is concerned about the land value will decrease. She stated that this decision is in West Iredell and the city council should not make decisions for county residents.

Mark Cash, 232 Loray Lane (County Resident) is in favor of the data center. He stated that it was planned to be industrial in the 2045 Land Development plan. The power is already at the substation near West Iredell.

Rusty Lee, 737 St. Cloud Drive (City Resident), is for the data center. He is an engineer related to data center and fiber. He is excited to hear of a Compass Data Center Project. He stated the company is the leading company in this industry.

Jessica Baucom- 126 Falling Leaf Lane (County Resident) is against the data center. She works at the plating department and she works with chemicals. She is concerned about the schools and the resources for the school. She stated that Duke Energy always loses power. She would like the data center to be built at the mall location.

Christina Merdor, 329 Oak Forest Drive (County Resident), is opposed to the data center. She owns rental property in the city limits, and she does not want to see a data center in Iredell County. She is concerned about once the data center is closed, then what will happen to the data center.

Brian Waters, 3210 Marcia Lane (County Resident), is against the data center.

Paula Huffman, 157 Stamey Farm Road (Adjoining Property Owner), is in favor of the data center. She for the data center over other uses such as a neighborhood or a warehouse.

Bonnie Coffin, 1516 Old Mountain Road (County Resident), recently moved from the North and wanted the country, she would like the land to stay a farm.

Mayor Kutteh asked if there were any questions of Council.

Council Member Hudson asked for Chief Kurfees regarding the fire service.

Chief Kurfees stated that the lithium batteries are in every home. The fire service can put them. Data Centers are covered in the fire code and are required to have 3 suppression systems.

Mayor Kutteh asked for council members who have questions.

Council Member Allison asked Mr. Tyler regarding the welfare of the citizens. The VP of Community Relations stated that they care for the welfare of the community.

Council Member S. Johnson asked a question regarding the generators. The VP of Community Relations stated that the testing of the generators are less than an hour. He also asked about the concern to the back creek. Mr. Tyler stated that the Compass Data Centers are world class stormwater. VP Of Community Relations stated that Compass line stormwater ponds with plants that clean the water.

Council Member Wasson asked about the infrastructure costs. Mr. Tyler stated that they are working closely with Duke Energy and they will pay for all infrastructure to the site and onsite substation. They plan to fully fund the substation.

Mayor Kutteh closed the public hearing.

Council Member Wasson stated that the voice of the county people can reach out to their county commissioners.

Council Member Jones stated he thanks staff and Iredell EDC for providing information to help the city council to make their decision. He thanked the public for coming to speak.

Council Member Jones made a motion to support the rezoning request:

The 2019 Mobility + Development Plan projects 2 land use plan options for the Airport/I-40 Focus Area regarding these properties. Concept A projects half of the properties for mixed use neighborhood and half for manufacturing/logistics. Concept B projects all of these properties for manufacturing/logistics. A data center is neither strictly manufacturing or strictly logistics it is both because it produces “information” or “data” and manages the flow of equipment, power, cooling and data within the facility. When the 2045 Land Development Plan was adopted afterwards, the mobility plan was taken into consideration and this area was projected as Activity Center or Employment Center/Industrial Flex. Employment Center/Flex Industrial includes business parks, corporate campuses, flex space, manufacturing, distribution, and other industrial uses. Secondary uses include

retail. In addition, these properties are located in the Tier 2 growth area. Utilities are currently available or are in the planning stages. In addition to the adopted plans, the concept plan and conditions provide large buffers between the structures and adjoining properties. The primary entrance is in close proximity to I-40 and the interchange. The data center is a less intensive use regarding traffic. The plan supports the city strategic plan initiative “connecting our city” to invest in critical infrastructure to align with land use plan goals and to accommodate future growth.

Council Member Wasson seconded the motion.

Council Member S. Johnson stated that he supports the motion. He stated that he has spent hours researching data centers.

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

XII. City Manager’s Report

Smith stated that the Police Department expansion will have a crane set up on Tradd Street. He stated that the end of December is when the Airport Terminal will be completed. Fire Station 5 project will start soon. He provided an update on the water line project. He also provided a staffing report.

Council Member Allison asked about Buffalo Shoals Sidewalks. Smith stated that it is a NCDOT street. They are putting the sidewalk back.

Council Member Hudson would like an update on the South Yadkin Water update.

XIII. Advisory Boards Meeting Minutes

1. August 26, 2025 Planning Board Meeting Minutes
2. July 10, 2025 Design Review Committee Meeting Minutes

XIV. Other Business

XV. Closed Session (After Pre- Agenda)

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

XVI. Adjournment

Council Member Allison made a motion to adjourn the meeting. Council Member J. Johnson seconded the motion. The motion passed unanimously.

Emily Kurfees, City Clerk

Constantine H. Kutteh, Mayor

MINUTE BOOK 31, PAGE
STATESVILLE CITY SPECIAL COUNCIL MEETING MINUTES – September 24, 2025
CITY HALL – 227 S. CENTER STREET, STATESVILLE, NC – 6:00 P.M.

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

Council Absent: Allison

Staff Present: Ron Smith, Messick, Harrell, Pierce, Caulder, E. Kurfees, G. Kurfees, Onley, Griggs, Nesbit, Galliher, Griffin, Sigmon

I. Call to Order

Mayor Kutteh called the meeting to order.

II. Invocation

The City Clerk led the invocation

III. Pledge of Allegiance

Mayor Kutteh led in the Pledge of Allegiance.

IV. Conduct a public hearing and consider recommending approval of the Garfield/Green Street Historic District National Register Nomination to the North Carolina National Register Advisory Committee. (Sigmon)

Mayor Kutteh thanked the committee for their work on the historic district.

Sigmon stated that we are asking for a National Historic District for this area. Currently, the city has 4 local historic districts and 2 national historic districts. She provided background information on how this nomination came about.

Susan Mayer and Nick Linville are the consultants for this case.

Linville stated that he is a historian and stated that this is one of the most interesting areas that he has worked on. He reviewed the background research. They walked the entire district. He reviewed the information required on the application. The district is significant under Criterion A: Associated with events that have made a significant contribution to the broad patterns of our history. The area of significance: the historical theme or themes with which the district is associated: Black and civil rights. The period of significance: 1886-1973.

Susan Mayer reviewed important places in the district. There are 285 parcels in the district, 198 primary buildings, 22 outbuildings, and 95 vacant lots. A building is a place that contributes to the district: the build date, location in the date, association to criterion A for Ethnic Heritage, and integrity of the building.

Mayor Kutteh opened the public hearing.

Carolyn Templeton, 1601 Joy Drive, is in favor of the nomination.

Vivian Williams, 1215 McLaughlin Street, is in favor of the nomination. She stated that she went to the First Baptist Church on the corner of Garfield and Green Street. She

remembers the civil rights movement.

Marva McKinnon, 2629 Fern Creek Drive, is in favor of the nomination. She is on the committee. She is concerned that our history will not be known to our children without this district.

M. El-Amin, 2380 Ora Drive, is in favor of the nomination. He told his story. He stated that the contributing structures should allow the district to be recognized.

Mayor Kutteh closed the public hearing.

Council member S. Johnson asked a question regarding the national and local districts. He is concerned that the properties need to be renovated and local restrictions being too expensive. The consultant stated that the restrictions will not be put in place in this district. Council Member Pearson stated that is why we applied for a national district. Sigmon stated that the council would have to approve a local district.

Council Member Jones asked about the grants we can reapply for. Sigmon reviewed the grants that can be applied for including African American Civil Rights, History of Equal Rights, and others.

Council Member Lawton asked if the committee would continue. Council Member Pearson stated the committee will continue to meet.

Council Member Pearson made a motion to approve the Garfield Green Street area to be nominated to be a national historic district. Council Member Wasson seconded the motion. The motion carried unanimously.

V. Receive the annual Downtown Statesville Development Corporation report. (Pierce)

Pierce provided the annual review for the DSDC and provided an update on the plan of work. In the past year, 9 new business and 39 new jobs.

DSDC Board would like the City Councils thoughts on Volunteer Engagement and Downtown Investment.

Council Member S. Johnson stated that he had the plan of work updates in mind. He believes the vegetation could look better than it does.

Council Member Pearson stated that Pierce has a list of things that need to be fixed. Her question is whether the volunteer engagement age range and maybe the schools can help.

VI. Other Business

VII. Adjournment

Mayor Kutteh asked for a motion to adjourn.

Council Member Jones made a motion to adjourn. Council Member J. Johnson seconded the motion. The motion passed unanimously.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Kirkendall, Senior Planner
DATE: 9/18/2025 5:39 PM

ACTION NEEDED ON: October 6, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider passing the second reading of an ordinance to annex AX25-07 The Oaks at James Farm, filed by Mr. Chris LaMack for his parcel located at 474 James Farm Road.

1. Summary of Information:

This property is approximately 14.77 acres located at 474 James Farm Road . This parcel was 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.

2. Previous Council or Relevant Actions:

City Council approved the first reading of the conditional rezoning (ZC25-11) on July 14, 2025, contingent upon annexation. City Council held the public hearing on September 15, 2025. No one from the public spoke. Council unanimously approved the first reading of the annexation request.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

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

Strategic Plan Values: N/A

The property is in the Tier 2 Growth Area of the 2045 Land Development Plan, is in the Jane Sowers North Strategic Focus Area, and is adjacent to city limits.

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 \$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 first reading of this annexation request.

7. Manager Comments:

Recommend passing the first reading of the annexation request.

8. Next Steps:

Clerk will have the ordinance signed and sent to the Register of Deeds for recording.

9. Attachments:

1. Ordinance_Annexation_AX25-07 The Oaks at James Farm

ORDINANCE NO. _____

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

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

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 15th day of September 2025 after due notice by publication on the 4th day of September 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 October 31, 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 15th day of September, 2025.

AYES:

NAYES:

The second and final reading of this ordinance was heard on the 6th day of October 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 31st day of October 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: Sherry Ashley, Planning Director
DATE: 9/18/2025 5:38 PM

ACTION NEEDED ON: October 6, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider passing the second reading of Rezoning Request ZC25-13 for Compass Data Centers; properties located on Stamey Farm Road, between I-40 and US 70 (Hickory Highway), To rezone from Iredell County RA and Iredell County HB to the City of Statesville LI CZ.

1. Summary of Information:

Rezoning Request

Mr. Brett Collard with Compass Data Centers is requesting to rezone a total of 350 acres from Iredell County RA (Residential Agricultural) District and Iredell County HB (Highway Business) District to the City of Statesville's LI CZ (Light Industrial Conditional Zoning) District for a data center (see attached Location Map, Aerial Map, Site Photos, and Current Zoning and Utilities Map). A data center is a physical facility that houses computer systems, servers, storage devices, and network equipment used for storing, processing, and distributing data. Essentially, it's the physical infrastructure that powers many of the online services and applications used daily, from social media to cloud storage.

Evaluation

The proposed project site is made up of 8 parcels which includes the Stamey Farm and several existing houses with the exception the portion of property across US 70 (Hickory Highway). It is not included in the request. Currently all of these parcels are located in Iredell County's jurisdiction and would need to be annexed into the city. Most if not all existing structures would be removed including the farm ponds.

The applicant is proposing to construct up to 5 buildings (approximately 270,000 sq. ft. each) with 40 backup generators per building in case of power outages. A substation will be constructed on the site for electrical service from Duke Energy (see Concept Plan). In addition, a temporary concrete batch plant may be located on the property during construction. The driveways would be private, with primary access off Stamey Farm Road close to the interstate. A second driveway would be provided from US 70 (Hickory Highway) for emergency access. The site will also be fenced for security purposes.

This is a Conditional Zoning request; if approved, the project will be tied to the concept plan and conditions submitted by the applicant, plus any conditions approved by the Planning Board and City Council. The neighborhood input meeting was held by the applicant on August 14, 2025, at the Civic Center; Approximately 70 people were in attendance. It was clarified that this data center is not the same data center requested in the Town of Mooresville. Questions regarding stormwater, smell, noise, farmland preservation, light pollution, notification, electric provider, berming, cooling, access

traffic, remaining land, biofuel, number of generators, employment including youth, wells, property values, and cyber threats (see attached Meeting Report). No changes to the concept plan were recommended.

The setbacks of 30 ft. front, 20 ft. rear, and 8 ft. side are met. The location of the buildings and generators exceed the setbacks are approximately 500 ft. from the eastern property line, 650 ft. from the western property line and 1,000-2,500 ft. from the southern property line. The buildings are proposed to be 30 ft. in height even though 80 ft. is allowed in the LI District.

Dumpsters will be located inside the docks.

There are two large Duke Energy transmission lines that run through the site south of the proposed buildings. A new substation is proposed to be located on the north side of the site adjacent to the interstate.

There are two streams that run through the site, and the concept plan shows the required 25 ft. stream buffers.

The number of parking spaces is 0.5 space per largest shift of employees. Each building is projected to have 40 employees; therefore 100 spaces are required, 200 is proposed.

The concept plan indicates the required buffer yards, street yards, and parking lot trees. In addition, the applicant has increased the required 30 ft. buffer to 50 ft. adjacent to existing homes. Street Trees will be planted in the 8 ft. street yard along Stamey Farm Road, US 70 (Hickory Highway) and I-40. If the site is fenced with chain-link, it will be required to be dark green or black colored adjacent to public streets.

Both a landscape plan and lighting plan will be required for TRC.

Two stormwater ponds are indicated on the concept plan and will be reviewed by TRC. Utilities such as Duke Energy electric and City of Statesville sewer are being planned for the area. Energy United water and City of Statesville water are available (see Current Zoning and Utilities map).

The 2019 Mobility + Development Plan projects Stamey Farm Road to be widened to a 3-lane section with an 80 ft. right-of-way. Hickory Highway is projected to have 60 ft. of right-of-way. Therefore, the applicant will be required to dedicate the right-of-way and install curb, gutter, sidewalk and street trees along both of these streets. Other improvements could be required as part of the approved TIA.

In addition, the applicant has offered the following conditions:

1. Uses limited to Data Centers, Warehouse, Mini Warehouses, Public Utility Uses, Temporary Batch Plant, Outdoor Storage as an Accessory Use, General Office, Parking, and Parks and Playgrounds.
2. Require Traffic Impact Analysis to be performed for City of Statesville review and permitting.
3. Increase property line buffer from 30 ft to 50 ft with additional proportional landscaping at adjacent parcels with existing residential structures to include pins: 4713-28-1975.00, 4714-50-4518.00, and 4714-53-5163.00.

2. Previous Council or Relevant Actions:

On August 26, 2025, the Planning Board voted unanimously to recommend approval of the rezoning request as presented. Approximately 200 persons attended; 15 spoke in opposition and 7 spoke in favor.

City Council held the public hearing on September 15. Over 100 people attended and 23 people

spoke during the public hearing. 5 spoke in favor of the project and 18 spoke against the project.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

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

Connecting Our Communities: N/A

Strategic Plan Values: We value and encourage Opportunity

The use as a Data Center complies with the City's 2019 Mobility + Development Plan, the 2045 Land Development and the 2045 County Horizons Plan. The properties are located in the Tier 2 Growth Area. Utilities are available or in the planning stages. The data center will provide an increase in the city's tax base.

4. Budget/Funding Implications:

The current tax value is \$1.12 Million, value with improvements will be around \$100 Million.

5. Consequences for Not Acting:

The land will remain zoned Iredell County RA and HB and can be developed under the county's zoning regulations. Properties could be rezoned by Iredell County.

6. Department Recommendation:

The 2019 Mobility + Development Plan projects 2 land use plan options for the Airport/I-40 Focus Area regarding these properties (see attached). Concept A projects half of the properties for mixed use neighborhood and half for manufacturing/logistics. Concept B projects all of these properties for manufacturing/logistics. A data center is neither strictly manufacturing or strictly logistics; it is both because it produces "information" or "data" and manages the flow of equipment, power, cooling and data within the facility. When the 2045 Land Development Plan was adopted afterwards, the mobility plan was taken into consideration and this area was projected as Activity Center or Employment Center/Industrial Flex (see attached). Employment Center/Flex Industrial includes business parks, corporate campuses, flex space, manufacturing, distribution, and other industrial uses. Secondary uses include retail. In addition, these properties are located in the Tier 2 growth area. Utilities are currently available or are in the planning stages.

The 2045 Iredell County Horizons Plan also projects this area as Employment Center- Industrial/Flex Space/Office which allows manufacturing, warehouses, office, and assembly with retail as secondary uses.

Planning staff confirmed with both Iredell County and the State that Stamey Farm is not located within a Farmland Preservation District.

In addition, to the adopted plans referenced above, the concept plan and conditions offered by the applicant provide large buffers and an expanse of undeveloped land between the proposed structures and adjoining properties, the primary entrance is in close proximity to I-40 and the interchange, and a data center is a less intensive use regarding traffic than a distribution center or retail development.

Therefore, Staff recommends approval of the request contingent upon annexation and changing the language of condition #2 as follows:

2. Driveway and road improvements agreed to by the City and NCDOT per the Traffic Impact Analysis will be incorporated into the site plan prior to submitting to the City for review.

7. Manager Comments:

Concur with the department recommendation.

8. Next Steps:

If approved, staff will get the ordinance signed. If denied, another rezoning request cannot be filed for 12 months, a similar request cannot be filed for 24 months.

9. Attachments:

1. Ordinance Pack ZC25-13 Compass Data Centers CC

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF THE AFTER DESCRIBED PROPERTIES FROM IREDELL COUNTY RA (RESIDENTIAL AGRICULTURAL) DISTRICT AND IREDELL COUNTY HB (HIGHWAY BUSINESS) DISTRICT TO THE CITY OF STATESVILLE'S LI CZ (LIGHT INDUSTRIAL CONDITIONAL ZONING) DISTRICT FOR A DATA CENTER.

ZC25-13 Compass Data Centers

located on Stamey Farm Road, between I-40 and US 70 (Hickory Highway), Statesville, NC;
Tax ID #'s 4713-29-5198, 4713-39-0218, 4714-23-3766, 4714-31-8718 portion, 4714-34-8407,
4714-44-5207, 4714-44-5418, and 4714-53-2608

WHEREAS, A NOTICE TO THE GENERAL PUBLIC AND PARTICULARLY THE CITIZENS OF THE City of Statesville's planning jurisdiction was duly given, notifying them of a public hearing to be held on August 26, 2025 at 6:00 p.m. in the Council Chambers at City Hall, 227 South Center Street, Statesville, North Carolina, for the purpose of considering a proposed ordinance to change the zoning classification of the after described properties from Iredell County RA (Residential Agricultural) District and Iredell County HB (Highway Business) District to the City of Statesville's LI CZ (Light Industrial Conditional Zoning) District for a data center, warehouse, mini-warehouse, public utility uses, temporary batch plant, outdoor storage as an accessory use, general office, parking, and parks and playgrounds; said notice having been published in the Statesville Record and Landmark, a newspaper having general circulation in this area on September 4 and 11, 2025, all in accordance with the procedure set forth in N.C.G.S. 160D-601; and

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

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

Description

Parcel 1
PIN 4713295198.000

BEGINNING AT AN IRON STAKE, GANT'S CORNER, AND RUNS SOUTH 5 DEGREES WEST 31 1/2 POLES TO A STAKE IN THE CENTER OF #10 HIGHWAY, NOW NASH'S CORNER; THENCE WITH THE CENTER OF SAID ROAD, NORTH 66 DEGREES EAST 62 POLES TO THE CENTER OF SAID ROAD, GANT'S LINE; THENCE WITH HER LINE NORTH 85 DEGREES WEST 52 1/2 POLES TO BEGINNING, CONTAINING 4 8/10 ACRES, MORE OR LESS.

LESS AND EXCEPT THAT PORTION OF THE PROPERTY CONVEYED IN DEED BOOK 683, PAGE 312.

Parcel 2
PIN 4713390218.000

BEGINNING AT A POINT LOCATED IN THE CENTER OF U.S. HIGHWAY 64-70, COMMON CORNER OF HOWARD STAMEY AND EWALL A. STEVENSON, THENCE WITH THE CENTER OF U.S. HIGHWAY 64-70 SOUTH 64 DEG. 29 MIN. WEST 367.11 FEET TO A POINT, SAID POINT LOCATED NORTH 64 DEG. 29 MIN. EAST 52.5 FEET FROM A CULVERT RUNNING UNDER U.S. HIGHWAY 64-70, THENCE WITH THE NEW LINE OF STEVENSON NORTH 20 DEG. 26 MIN 18 SEC. WEST 204.62 FEET TO AN IRON PIN, HOWARD STAMEY'S LINE, THENCE WITH STANLEY'S LINE SOUTH 85 DEG. 13 MIN 54 SEC. EAST 404.16 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 0.859 ACRES, MORE OR LESS, ALL IN ACCORDANCE WITH A SURVEY BY R. B. KESTLER, JR., REGISTERED SURVEYOR, DATED FEBRUARY 7, 1983.

SUBJECT TO THE EASEMENT AND RIGHT OF WAY OVER THE ABOVE DESCRIBED PROPERTY FROM THE PROPERTY SHOWN ON THE SURVEY ATTACHED TO DEED BOOK 683, PAGE 312 AT THE EWALL A. STEVENSON PROPERTY, BOOK 214, PAGE 162, TO THAT CULVERT LYING BENEATH U. S. HIGHWAY 64-70 AS SHOWN ON THE ATTACHED SURVEY, TO DIG AND MAINTAIN A DITCH FOR THE PURPOSES OF CARRYING OFF SURPLUS WATER OVER THE CONVEYED PREMISES, WHERE WATER WOULD NATURALLY FLOW, PROVIDING SUCH DIGGING AND MAINTENANCE SHALL BE FREE OF COST AND WITHOUT DAMAGE TO THE GRANTEE.

Parcel 3
PIN 4714233766.000

BEGINNING AT A STAKE AT A GUM TREE, J. F. MOOSE AND MRS. HOWARD GANT'S CORNER, AND RUNS THENCE WITH MRS. GANT'S LINE, SOUTH 84 DEG. EAST 149.5 FEET TO A STAKE ON THE BRANCH; THENCE WITH MRS. GANT'S LINE AND THE BRANCH SOUTH 59 DEG. 10 MIN EAST 217 FEET TO A STAKE ON THE BRANCH; THENCE CONTINUING WITH MRS. GANT'S LINE NORTH 35 DEG. 55 MIN. EAST 103 FEET TO A STAKE ON ANOTHER BRANCH; THENCE WITH SAID BRANCH AND MRS. GANT'S LINE NORTH 19 DEG. 15 MIN. EAST 435 FEET TO A STAKE; THENCE NORTH 50 DEG. EAST 200 FEET TO A STAKE; THENCE NORTH 24 DEG. 30 MIN. EAST 178 FEET TO A STAKE, LACKEY'S CORNER ON THE SOUTH MARGIN OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 64 NORTH BY-PASS; THENCE WITH SAID HIGHWAY SOUTH 72 DEG. WEST 755.4 FEET TO A STAKE ON J. F. MOOSE'S LINE; THENCE WITH HIS LINE SOUTH 54 DEG. WEST 407.2 FEET TO THE BEGINNING, CONTAINING 6.8 ACRES, MORE OR LESS, ACCORDING TO A SURVEY MADE BY L. B. GRIER, REGISTERED SURVEYOR, AUGUST 3, 1956.

PARCEL 4 PORTION TRACT 1-3
PIN#: 4714-31-8718

EXCLUDING THE 18.127 ACRE TRACT BEING SUBDIVIDED OUT OF THE EXISTING TRACT, SOUTH OF HICKORY HWY (US70).

BEING ALL THOSE CERTAIN PIECES, PARCELS OF TRACTS OF LAND LYING AND BEING IN THE TOWN OF STATESVILLE, SHILOH TOWNSHIP, IREDELL COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N: 742,760.88; E: 1,415,367.22 (NAD 83/2011), SAID POINT BEING N 79°49'49" W, 861.28

FEET FROM NGS MONUMENT "SMITH", AND BEING THE COMMON CORNER WITH BOTH THE ALFORD FARM AND TIMBER, LLC PROPERTY, AS RECORDED IN BOOK 2768 PAGE 1611 AND THE JAMES J. MUNDAY AND WIFE, HAZELENE B. MUNDAY PROPERTY, AS RECORDED IN BOOK 2166 PAGE 703, SAID POINT BEING LABELED POB"B" AND BEING THE POINT OF BEGINNING.

THENCE ALONG THE ALFORD FARM AND TIMBER, LLC PROPERTY, S 00°13'28" E, 668.67 FEET TO A #4 REBAR AND BEING THE NORTHWESTERN CORNER OF THE D. EDWARD HUFFMAN AND WIFE, PAULA LEONARD HUFFMAN PROPERTY AS RECORDED IN BOOK 1031 PAGE 1231, SAID POINT BEING N 89°32'29" W, 118.50 FEET FROM A #4 REBAR.

THENCE ALONG SAID PROPERTY LINE S 02°45'04" W, 572.17 FEET TO A #3 REBAR, AND BEING THE COMMON CORNER OF THE PAULA L. HUFFMAN PROPERTY, AS RECORDED IN BOOK 13E PAGE 710.

THENCE ALONG SAID PROPERTY LINE S 02°07'37" W, 720.49 FEET TO A #4 REBAR, AND BEING THE COMMON CORNER OF THE ARTHUR DAVID HAIRE PROPERTY AS RECORDED IN BOOK 2452 PAGE 1233.

THENCE ALONG SAID PROPERTY LINE THE FOLLOWING (6) COURSES AND DISTANCES, (1) N 87°41'34" W, 80.99 FEET TO A #3 REBAR, (2) S 08°37'33" W, 206.35 FEET TO A CONCRETE MONUMENT, (3) S 83°25'26" E, 32.72 FEET TO A CONCRETE MONUMENT, (4) S 00°55'35" E, 173.04 FEET TO A CONCRETE MONUMENT, (5) S 77°29'28" W, 65.75 FEET TO A CONCRETE MONUMENT, (6) S 05°04'25" W, 182.24 FEET TO A POINT IN THE CENTERLINE OF HICKORY HIGHWAY.

THENCE ALONG SAID CENTERLINE OF ROAD THE FOLLOWING (12) COURSES AND DISTANCES, (1) S 64°07'39" W, 79.44 FEET TO A POINT, (2) S 64°07'39" W, A DISTANCE OF 79.44 FEET TO A POINT, (3) S 64°09'17" W, A DISTANCE OF 141.58 FEET TO POINT, (4) S 64°09'10" W, A DISTANCE OF 200.00 FEET TO A POINT, (5) S 64°09'16" W, A DISTANCE OF 200.00 FEET TO A POINT, (6) S 64°09'35" W, A DISTANCE OF 200.00 FEET TO A POINT, (7) S 64°03'13" W, A DISTANCE OF 200.00 FEET TO POINT, (8) S 64°12'29" W, A DISTANCE OF 200.00 FEET TO A POINT, (9) S 64°12'26" W A DISTANCE OF 200.00 FEET TO A POINT, (10) S 64°09'00" W, A DISTANCE OF 200.00 FEET TO A POINT, (11) S 64°45'44" W, A DISTANCE OF 200.00 FEET TO A TO A POINT, (12) S 63°46'11" W, A DISTANCE OF 254.00 FEET TO A POINT NEAR THE CENTERLINE OF HICKORY HIGHWAY, AND BEING THE EASTERN CORNER OF THE PAMELA P STAMEY LIVING TRUST PROPERTY AS RECORDED IN BOOK 683 PAGE 312.

THENCE LEAVING SAID HIGHWAY ALONG SAID PROPERTY LINE N 85°36'50" W, 404.16 FEET TO AN AXLE, BEING A COMMON CORNER WITH THE DAVID J STAMEY AND WIFE, DEVON OLIVER STAMEY PROPERTY AS RECORDED IN BOOK 2380 PAGE 464.

THENCE ALONG SAID PROPERTY LINE N 85°36'49" W, 486.08 FEET TO A 2" IRON PIPE, BEING A COMMON CORNER WITH THE LAURA N. JORDAN AND EMILY J. NASH PROPERTY AS RECORDED IN BOOK 2724 PAGE 339.

THENCE ALONG SAID PROPERTY LINE THE FOLLOWING (2) COURSES AND DISTANCES, (1) N 04°07'16" E, 1343.85 FEET TO A 3" PINCHED PIPE IN CONCRETE, (2) N 39°57'16" W, 531.64 FEET TO A 3" IRON PIPE, BEING A COMMON CORNER WITH THE WHISKEY THROTTLE NC, LLC PROPERTY AS RECORDED IN BOOK 3010 PAGE 939.

THENCE ALONG SAID PROPERTY LINE THE FOLLOWING (2) COURSES AND DISTANCES, (1) N 02°46'47" E, PASSING A 1" DISTURBED IRON PIPE AT 683.14 FEET, FOR A TOTAL OF 2202.85 FEET TO A 1" REBAR, (2) N 34°38'53" W, A DISTANCE OF 95.36 FEET TO A POINT BEING A COMMON CORNER WITH THE PAMELA P STAMEY LIVING TRUST TRACT AS RECORDED IN BOOK 6954 PAGE 578.

THENCE ALONG SAID PROPERTY LINE THE FOLLOWING (5) COURSES AND DISTANCES, (1) S 63°06'18" E, A DISTANCE OF 217.32 FEET TO A POINT, (2) N 31°56'00" E, A DISTANCE OF 103.00 FEET TO A POINT, N 15°16'00" E, A DISTANCE OF 435.00 FEET TO A POINT, N 46°01'00" E, A DISTANCE OF 200.00 FEET TO A POINT, N 20°31'00" E, A DISTANCE OF 178.00 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF US INTERSTATE 40.

THENCE ALONG SAID RIGHT OF WAY N 67°40'00" E, 812.54 FEET TO A 1" IRON PIPE, BEING A COMMON CORNER WITH THE RINK MEDIA, LLC PROPERTY AS RECORDED IN BOOK 18762 PAGE 33.

THENCE LEAVING SAID RIGHT OF WAY ALONG SAID PROPERTY LINE, THE FOLLOWING (3) COURSES AND DISTANCES, (1) S 22°18'20" E, 59.89 FEET TO A 1" IRON PIPE, (2) N 67°50'06" E, 30.05 FEET TO A 1" IRON PIPE, (3) N 22°23'21" W, 60.00 FEET TO A 1" IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF US INTERSTATE 40.

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING (3) COURSES AND DISTANCES, (1) N 67°36'10" E, 120.02 FEET TO A 1" IRON PIPE, (2) S 05°03'21" W, 20.70 FEET TO A 1" IRON PIPE, (3) N 81°45'12" E, 113.00 FEET TO A 1" IRON PIPE, BEING A COMMON CORNER WITH THE STAMEY LAND COMPANY AS RECORDED IN BOOK 741 PAGE 27.

THENCE LEAVING SAID RIGHT OF WAY ALONG SAID PROPERTY LINE, THE FOLLOWING (3) COURSES AND DISTANCES, (1) S 08°14'48" E, 60.00 FEET TO A 1" IRON PIPE, (2) N 81°45'12" E, 30.00 FEET TO A 1" IRON PIPE, (3) N 08°12'36" W, 59.70 FEET TO A 1" IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF US INTERSTATE 40.

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING (3) COURSES AND DISTANCES, (1) N 81°45'12" E, 335.69 FEET TO A DISTURBED CONCRETE MONUMENT, (2) N 05°39'48" E, 20.70 FEET TO A DISTURBED CONCRETE MONUMENT, (3) N 89°57'49" E, 155.56 FEET TO A POINT, BEING A COMMON CORNER WITH THE STAMEY LAND CO. AS RECORDED IN BOOK 1899 PAGE 842.

THENCE LEAVING SAID RIGHT OF WAY ALONG SAID PROPERTY LINE, THE FOLLOWING (3) COURSES AND DISTANCES, (1) S 02°00'26" W, 174.29 FEET TO A NAIL, (2) S 39°11'04" E, 394.07 FEET TO A NAIL, (3) N 50°48'56" E, 362.56 FEET TO A POINT IN THE CENTERLINE OF STAMEY FARM ROAD.

THENCE ALONG THE CENTERLINE OF SAID ROAD THE FOLLOWING (4) COURSES AND DISTANCES, (1) S 40°41'01" E, 173.15 FEET TO A POINT, (2) S 40°44'51" E, 210.42 FEET TO A POINT, (3) S 41°09'20" E, 200.82 FEET TO A POINT, (4) S 40°27'32" E, 97.36 FEET TO A POINT, BEING A COMMON CORNER WITH THE STAMEY FARMS LLP PROPERTY AS RECORDED IN BOOK 2008 PAGE 1208.

THENCE LEAVING THE CENTERLINE OF SAID ROAD, ALONG SAID PROPERTY LINE, THE FOLLOWING (5) COURSES AND DISTANCES, (1) S 72°33'51" W, 157.09 FEET TO A POINT,

(2) S 33°19'44" W, 53.82 FEET TO A POINT, (3) S 18°09'53" E, 70.00 FEET TO A #5 REBAR, (4) S 57°43'59" E, 73.37 FEET TO A #5 REBAR, (5) N 72°35'46" E, 227.95 FEET TO A NAIL IN THE CENTERLINE OF STAMEY FARM ROAD.

THENCE ALONG THE CENTERLINE OF SAID ROAD THE FOLLOWING (4) COURSES AND DISTANCES, (1) S 47°24'06" E, 80.57 FEET TO A POINT, (2) S 50°33'36" E, 94.99 FEET TO A POINT, (3) S 51°48'15" E, 101.50 FEET TO A POINT, (4) S 51°47'31" E, 110.77 FEET TO A POINT, BEING A COMMON CORNER WITH THE JAMES J. MUNDAY AND WIFE, HAZELENE B. MUNDAY, AS RECORDED IN BOOK 2166 PAGE 703.

THENCE LEAVING THE CENTERLINE OF SAID ROAD, ALONG SAID PROPERTY LINE, THE FOLLOWING (2) COURSES AND DISTANCES, (1) S 53°03'56" W, PASSING A 2" IRON PIPE AT 31.88 FEET, FOR A TOTAL OF 417.54 FEET TO A 1" IRON PIPE, (2) S 01°21'48" E, 412.68 FEET TO THE POINT AND PLACE OF BEGINNING.

THE PROPERTY AS DESCRIBED CONTAINS 300.877 ACRES, MORE OR LESS. ALL AS SHOWN ON A BOUNDARY SURVEY PREPARED BY THOMAS AND HUTTON (ANTHONY S. DIBONA, PLS) AND DATED AUGUST 14, 2025.

Parcel 5
PIN 4714348407.000

BEGINNING AT AN IRON STAKE ON THE SOUTHERN EDGE OF THE CONTROLLED ACCESS RIGHT OF WAY OF INTERSTATE HIGHWAY 40; THENCE SOUTH 06-34-40 EAST 60 FEET TO AN IRON; THENCE SOUTH 83-25-20 WEST 30 FEET TO AN IRON; THENCE NORTH 06-34-40 WEST 60 FEET TO AN IRON ON SAID RIGHT OF WAY; THENCE WITH SAID RIGHT OF WAY, NORTH 83-25-20 EAST 30 FEET TO THE BEGINNING CONTAINING 1,800 SQUARE FEET, MORE OR LESS, AND BEING DESCRIBED ACCORDING TO A PLAT AND SURVEY PREPARED BY R. B. PHARR, REGISTERED SURVEYOR, DATED NOVEMBER 10, 1970, AND BEING DESIGNED AS SITE #2 ON A COPY OF SAID PLAT RECORDED IN DEED BOOK 497 AT PAGE 509, IREDELL COUNTY REGISTRY.

Parcel 6
PIN 4714445207.000

BEGINNING AT AN IRON, SAID IRON BEING LOCATED IN THE SOUTHERN LINE OF A TRACT CONVEYED TO REPROCO, INC., AND BEING SOUTH 39-13-30 EAST 180 FEET FROM A CONCRETE MONUMENT LOCATED IN THE SOUTHWEST QUADRANT FORMED BY INTERSTATE HIGHWAY #40 AND FRYEGILBERT ROAD (STATE ROAD #1512); THENCE NORTH 50-46-30 EAST 30.27 FEET TO A POINT IN THE CENTER OF STATE ROAD #1512; THENCE WITH THE CENTER OF STATE ROAD #1512, SOUTH 39-13-30 EAST 170 FEET TO A POINT IN THE CENTER OF STATE ROAD #1512; THENCE LEAVING STATE ROAD #1512 SOUTH 50-46-30 WEST 30.27 FEET TO AN IRON LOCATED ON THE WEST BANK OF STATE ROAD #1512; THENCE CONTINUING SOUTH 50-46-30 WEST 315.0 FEET TO AN IRON; THENCE NORTH 39-13- 30 WEST 394.07 FEET TO A RAILROAD SPIKE IN ROOT OF TREE; THENCE NORTH 1-58-00 EAST 174.29 FEET TO AN IRON LOCATED ON THE CONTROLLED ACCESS LINE OF INTERSTATE HIGHWAY #40; THENCE WITH THE CONTROLLED ACCESS LINE OF INTERSTATE HIGHWAY #40, SOUTH 88-02-00 EAST 40.36 FEET TO AN IRON, SAID IRON BEING THE NORTHWEST CORNER OF THE 1.12 ACRE TRACT CONVEYED TO REPROCO, INC.; THENCE WITH THE REPROCO, INC. LINE SOUTH 39-13-30 EAST 328.70

FEET TO AN IRON, THE SOUTHWEST CORNER OF REPROCO, INC. TRACT; THENCE NORTH 50-46-30 EAST 169.73 FEET TO AN IRON, THE POINT AND PLACE OF BEGINNING, CONTAINING 2.38 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY SHOWN ON A PHYSICAL SURVEY DATED MARCH 11, 1970; PREPARED BY KESTLER AND MACKAY, REGISTERED SURVEYORS.

Parcel 7
PIN 4714445418.000

BEGINNING AT A CONCRETE MONUMENT LOCATED IN THE SOUTHWEST QUADRANT FORMED BY THE INTERSECTION OF INTERSTATE HIGHWAY #40 AND FRYE-GILBERT ROAD (STATE ROAD #1512), SAID CONCRETE MONUMENT BEING SOUTH 33-14-00 EAST 304.10 FEET FROM N.C. GEODETIC SURVEY MONUMENT LOCATED IN THE NORTHWEST QUADRANT FORMED BY THE INTERSECTION OF INTERSTATE HIGHWAY #40 AND FRYE-GILBERT ROAD (STATE ROAD #1512); THENCE NORTH 39-47-30 EAST 30.83 FEET TO A POINT IN THE CENTER OF STATE ROAD #1512; THENCE WITH THE CENTER OF STATE ROAD #1512 SOUTH 39-13.5-00 EAST 185.87 FEET TO A POINT IN THE CENTER OF STATE ROAD #1512; THENCE LEAVING STATE ROAD #1512, SOUTH 50-46-30 WEST 30.27 FEET TO AN IRON LOCATED ON THE BANK OF STATE ROAD #1512; THENCE CONTINUING SOUTH 50-46-30 WEST 169.73 FEET TO AN IRON; THENCE NORTH 39-13-30 WEST 328.70 FEET TO AN IRON LOCATED ON THE CONTROLLED ACCESS LINE OF INTERSTATE HIGHWAY #40; THENCE WITH THE SOUTHERN CONTROLLED ACCESS LINE OF INTERSTATE HIGHWAY #40, SOUTH 88-02-00 EAST 225.70 FEET TO THE CONCRETE MONUMENT DESIGNATED AS THE POINT AND PLACE OF BEGINNING, CONTAINING 1.12 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY SHOWN ON A PHYSICAL SURVEY DATED MARCH 11, 1970 PREPARED BY KESTLER AND MACKAY, REGISTERED SURVEYORS.

Parcel 8
PIN 4714532608.000

BEGINNING AT A MAG NAIL SET SAID POINT IN THE RIGHT-OF-WAY OF STATE ROAD 1512 AND BEING NORTH 53-53-16 WEST 449.91 FEET GRID FROM THE N.C.G.S. GILBERT HAVING READINGS OF NORTH: 743,406.0656'; EAST: 1,415,753.527'; NAD 83; THENCE FROM SAID POINT OF BEGINNING, SOUTH 72-34-15 WEST 227.33 FEET TO A REBAR SET; THENCE NORTH 57-42-22 WEST 73.38 FEET TO A REBAR SET; THENCE NORTH 18-07-38 WEST 70.00 FEET TO A REBAR SET; THENCE NORTH 33-21-59 EAST 53.82 FEET TO A REBAR SET; THENCE NORTH 72-34-15 EAST 157.25 FEET TO A MAG NAIL SET; THENCE WITHIN THE RIGHT-OF-WAY OF STATE ROAD 1512, THE FOLLOWING CALLS: SOUTH 40-59-27 EAST 17.48 FEET; SOUTH 41-36-50 EAST 48.78 FEET; SOUTH 43-04-43 EAST 62.72 FEET; SOUTH 45-01-33 EAST 45.19 FEET; SOUTH 46-33-45 EAST 3.30 FEET TO THE POINT OF BEGINNING, CONTAINING 0.818 ACRE, MORE OR LESS, AS SHOWN ON SURVEY BY DAVID B. JORDAN, REGISTERED LAND SURVEYOR, DATED SEPTEMBER 30, 2003.

THERE IS ALSO CONVEYED IS THE EASEMENTS DESCRIBED IN DEED RECORDED IN BOOK 1527, PAGES 365-367, IREDELL COUNTY, NORTH CAROLINA.

This ordinance was introduced for first reading by Councilmember _____, seconded by Councilmember _____, and unanimously carried on the 15th day of September, 2025.

Ayes:
Nayes:

The second and final reading of this ordinance was heard on the 6th day of October, 2025 and upon motion of Councilmember _____, seconded by Councilmember _____, and unanimously carried, was adopted.

Ayes:
Nayes:

This ordinance is to be in full force and effect from and after the 6th day of October, 2025.

CITY OF STATESVILLE

Constantine H. Kutteh, Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

City Clerk

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Gina Lawrence, CFO

DATE: 9/26/2025 7:57 AM

ACTION NEEDED ON: October 6, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider appropriating fund balance to approve Budget Amendment #2026-09 to pay an economic incentive in the amount of \$272,305 to Cheney Bros, Inc.

1. Summary of Information:

In November 2017, the City entered into an Economic Development Agreement with Cheney Bros., Inc. that established a multi-incentive package based on defined criteria. Under the terms of the agreement, the company is eligible for an incentive equal to 80% of the ad valorem taxes paid to the City, attributable to improvements made and maintained in compliance with the agreement. This request seeks the appropriation of funds necessary to provide the 2024 tax year incentive payment.

2. Previous Council or Relevant Actions:

In January 2023, the City paid the economic incentive in the amount of \$129,786.23 for the 2022 taxes.

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

Foster economic development by supporting job creation and workforce growth.

4. Budget/Funding Implications:

The budget amendment appropriates General Fund appropriated fund balance to pay the agreement.

5. Consequences for Not Acting:

The City would be in violation of the November 2017 Economic Development Agreement.

6. Department Recommendation:

Approved as presented.

7. Manager Comments:

Recommend paying this incentive.

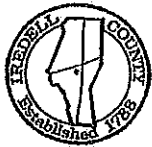
8. Next Steps:

Staff will enter budget amendment into financial software and issue payment to the company.

9. Attachments:

1. 2024 Cheney Brothers Final Payment Calculation and Tax Receipts
2. BA Form Cheney Bros. Economic Development Incentive

Bill Number	Tax Amount
2024020077	\$72,860.36
2024125651	\$871.68
2024020076	\$266,649.26
Total	\$340,381.30
80%	\$272,305.04



IREDELL COUNTY TAX COLLECTOR
PO BOX 1027
STATESVILLE NC 28687-1027
iredellcountync.gov

IREDELL COUNTY PROPERTY TAX BILL
IMPORTANT INFORMATION - PLEASE READ

INTEREST: Accrues at the rate of 2% for January & 3/4% each month thereafter. Taxes are delinquent after January 6, 2025.

PROPERTY SOLD: Ownership is determined as of Jan. 1, 2024 (NCGS 105-285). If you have sold the real property assessed to you, please forward this tax notice to the new owner.

FAILURE TO PAY: Delinquent taxes are subject to wage garnishment, bank attachment, levy of personal property, sheriff's warrant, NC Debt Setoff Program, and foreclosure proceedings AFTER January 6, 2025. See back of this bill for more information.

PAYMENT OPTIONS: See payment information on the back of this tax bill.

START MAKING PAYMENTS TODAY IF YOU ARE UNABLE TO PAY IN FULL BY JANUARY 6, 2025 - SEE BACK OF TAX BILL.

APPEALS: See reverse side of this bill for more information.

SOLID WASTE FEE: This annual fee supports the construction and operation of the Iredell County landfill. This is an availability fee charged for each home, mobile home site, and apartment unit. The landfill charges a non-residential waste fee by ton or load. Landfill stickers are available at the Solid Waste Facility only.

ESCROW / MORTGAGE ACCOUNTS: The property owner is responsible for ensuring full payment of this bill. If "YES" appears in the box below, a copy of this bill has been forwarded to an escrow company. If your taxes are escrowed, and the box below is blank, forward this bill to your mortgage holder.

TAXES ESCROWED: ☐

*000404/3--S 0--B 0

CHENEY BROS INC
1 CHENEY WAY
RIVIERA BEACH FL 33404-7000

Page 1 of 3

SEE THE BACK OF THIS BILL FOR MORE INFORMATION

ACCOUNT NUMBER	BILL NUMBER	TAX YEAR	BILL DATE	DUE DATE	PAST DUE AFTER
80050510	2024020077	2024	08/09/2024	09/01/2024	01/06/2025
PARCEL ID: DESCRIPTION: PROPERTY ADDRESS: 195 BUSINESS PARK DR ACREAGE OR LOTS: REAL ESTATE VALUE: \$.00 PERSONAL PROPERTY VALUE: \$7,160,020.00 DEFERRED: EXEMPTION APPLIED: \$.00 TOTAL TAX VALUE: \$7,160,020.00			Personal Property Detail BP DEPRECIATED VAL MVUR RAM 5500 TK NO 2018 MVUR CHEVY EXP 1500 2016 MVUR RAM 5500 TK NO 2018 SUPP TL VT HACKNEY NO N 2012 28 MULTIPLE ITEMS TL VT HACKNEY NO N 2012 28 TL VT HACKNEY NO N 2012 28		
TAX DISTRICT	TAX RATE	TAX AMOUNT	LATE FEE/PENALTY	IT IS IMPORTANT THAT YOU CHECK THIS BILL FOR ACCURACY	
COUNTY STATESVILLE	\$.5000 \$.5176	\$35,800.10 \$37,060.26		Verify the Tax Districts listed and call the County Assessor's Office if errors exist. District taxes become a lien on property even if they do not appear on this bill. N.C.G.S. 105-348	
TOTAL TAX DUE			\$72,860.36	See reverse side of this bill for a chart of Iredell County services paid for in part by your property tax payments.	

THIS SECTION MUST BE RETURNED WITH PAYMENT

ACCOUNT NUMBER	BILL NUMBER	DUE DATE	TAX YEAR	TOTAL AMOUNT DUE	10% Penalty for checks returned by the bank
80050510	2024020077	09/01/24	2024	\$72,860.36	
Mailing address changes may be made online at: www.bttaxpayerportal.com/TaxpayerPortalIR/AddressChangeRequest				CONTACT PHONE NUMBERS ON REVERSE SIDE.	

MAKE CHECK PAYABLE & REMIT TO:

(Include the account # and bill # on your payment)

IREDELL COUNTY TAX COLLECTOR
C/O FIRST CITIZENS BANK
PO BOX 63030
CHARLOTTE NC 28263-3030



CREDIT CARD / E-CHECK PAYMENTS:

By phone dial toll free 1-844-585-2100 or visit our website at iredellcountync.gov. A service fee will be added if you choose to complete the transaction.

CHENEY BROS INC
1 CHENEY WAY
RIVIERA BEACH FL 33404-7000

02007724400072860364



IREDELL COUNTY TAX COLLECTOR
PO BOX 1027
STATESVILLE NC 28687-1027
iredellcountync.gov

IREDELL COUNTY PROPERTY TAX BILL
IMPORTANT INFORMATION - PLEASE READ

INTEREST: Accrues at the rate of 2% for January & 3/4% each month thereafter.
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APPEALS: See reverse side of this bill for more information.

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TAXES ESCROWED: ☐

000404/3--S 0--B 0

CHENEY BROS INC
1 CHENEY WAY
RIVIERA BEACH FL 33404-7000

Page 2 of 3

SEE THE BACK OF THIS BILL FOR MORE INFORMATION

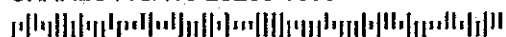
ACCOUNT NUMBER	BILL NUMBER	TAX YEAR	BILL DATE	DUE DATE	PAST DUE AFTER
80049758	2024125651	2024	08/09/2024	09/01/2024	01/06/2025
PARCEL ID: 4773038923.000 DESCRIPTION: CITY OF STATESVILLE PB76- PROPERTY ADDRESS: BUSINESS PARK DR ACREAGE OR LOTS: 13.1780AC REAL ESTATE VALUE: \$85,660.00 PERSONAL PROPERTY VALUE: \$.00 DEFERRED: EXEMPTION APPLIED: \$.00 TOTAL TAX VALUE: \$85,660.00			Personal Property Detail <div style="font-size: 2em; font-family: cursive;">214401/12</div>		
TAX DISTRICT	TAX RATE	TAX AMOUNT	LATE FEE	THIS IS IMPORTANT THAT YOU CHECK THIS BILL FOR ACCURACY!	
COUNTY STATESVILLE	\$.5000 \$.5176	\$428.30 \$443.38		Verify the Tax Districts listed and call the County Assessor's Office if errors exist. District taxes become a lien on property even if they do not appear on this bill. N.C.G.S. 105-348	
TOTAL TAX DUE			\$871.68	See reverse side of this bill for a chart of Iredell County services paid for in part by your property tax payments.	
You may pay in person at the Office of the Tax Collector, 155 E. Waters Street, Statesville, NC 28677. OFFICE HOURS: 8:00 AM - 6:00 PM MONDAY - FRIDAY					

THIS SECTION MUST BE RETURNED WITH PAYMENT

ACCOUNT NUMBER	BILL NUMBER	DUE DATE	TAX YEAR	TOTAL AMOUNT DUE	10% Penalty for checks returned by the bank
80049758	2024125651	09/01/24	2024	\$871.68	
Mailing address changes may be made online at: www.bttaxpayerportal.com/TaxpayerPortalIR/AddressChangeRequest				CONTACT PHONE NUMBERS ON REVERSE SIDE.	

MAKE CHECK PAYABLE & REMIT TO:
(Include the account # and bill # on your payment)

IREDELL COUNTY TAX COLLECTOR
C/O FIRST CITIZENS BANK
PO BOX 63030
CHARLOTTE NC 28263-3030



CREDIT CARD / E-CHECK PAYMENTS:

By phone dial toll free 1-844-565-2100 or visit our website at iredellcountync.gov. A service fee will be added if you choose to complete the transaction.

CHENEY BROS INC
1 CHENEY WAY
RIVIERA BEACH FL 33404-7000

12565124000000871681



IREDELL COUNTY TAX COLLECTOR
PO BOX 1027
STATESVILLE NC 28687-1027
iredellcountync.gov

IREDELL COUNTY PROPERTY TAX BILL
IMPORTANT INFORMATION - PLEASE READ

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TAXES ESCROWED: ☐

Page 3 of 3

SEE THE BACK OF THIS BILL FOR MORE INFORMATION

ACCOUNT NUMBER	BILL NUMBER	TAX YEAR	BUILD DATE	DUE DATE	PAST DUE AFTER
80049758	2024020076	2024	08/09/2024	09/01/2024	01/06/2025
PARCEL ID: 4773136522.000 DESCRIPTION: 195 BUSINESS PARK DRIVE P PROPERTY ADDRESS: 195 BUSINESS PARK DR ACREAGE OR LOTS: 29.4220AC REAL ESTATE VALUE: \$26,203,740.00 PERSONAL PROPERTY VALUE: \$0.00 DEFERRED: EXEMPTION APPLIED: \$0.00 TOTAL TAX VALUE: \$26,203,740.00			Personal Property Detail <div style="text-align: right; font-size: 2em;">255,000.00 1.50</div>		
TAX DISTRICT TAX RATE TAX AMOUNT LATE FEE PENALTY					
COUNTY STATESVILLE	\$.5000 \$131,018.70 \$.5176 \$135,630.56		IT IS IMPORTANT THAT YOU CHECK THIS BILL FOR ACCURACY! Verify the Tax Districts listed and call the County Assessor's Office if errors exist. District taxes become a lien on property even if they do not appear on this bill. N.C.G.S. 105-348		
TOTAL TAX DUE		\$266,649.26	See reverse side of this bill for a chart of Iredell County services paid for in part by your property tax payments.		
You may pay in person at the Office of the Tax Collector, 135 E. Water St., Statesville, NC 28687. OFFICE HOURS: 8:00AM - 5:00PM MONDAY - FRIDAY					

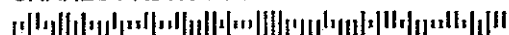
THIS SECTION MUST BE RETURNED WITH PAYMENT

ACCOUNT NUMBER	BILL NUMBER	DUE DATE	TAX YEAR	TOTAL AMOUNT DUE	10% Penalty for checks returned by the bank
80049758	2024020076	09/01/24	2024	\$266,649.26	
Mailing address changes may be made online at: www.bttaxpayerportal.com/TaxpayerPortalIR/AddressChangeRequest				CONTACT PHONE NUMBERS ON REVERSE SIDE.	

MAKE CHECK PAYABLE & REMIT TO:

(Include the account # and bill # on your payment)

IREDELL COUNTY TAX COLLECTOR
C/O FIRST CITIZENS BANK
PO BOX 63030
CHARLOTTE NC 28263-3030



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CHENEY BROS INC
1 CHENEY WAY
RIVIERA BEACH FL 33404-7000

1-704-878-3020

02007624600266649268

Lisa Palm

From: Iredell County, NC <no-reply@municipipay.com>
Sent: Tuesday, August 20, 2024 10:31 AM
To: Lisa Palm
Subject: Receipt for payment to Iredell County, NC

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

TRANSACTION SUMMARY

PAYMENT ITEM	BILL / REF NUMBER(S)	AMOUNT
Personal Property	20077	\$72,860.36
Real Property	125651	\$871.68
Autoagent Service Fee		\$1.50
		Total: \$73,733.54

Confirmation Number	RFICHWZZBR
Date Processed	Aug 20, 2024 10:29 AM
Transaction Type	E-Check
Account Type	A C H
Account Number	*****7066
Cardholder Name	Lisa Palm
Email	lisap@cheneybrothers.com
Phone	561-916-5058

Iredell County, NC
P.O. Box 1027
Statesville, NC 286871027
Phone: 704-878-3020
Fax: 704-928-2033

Reference Number: 282574360

Payment Item	Year	
Personal Property (80050510) Bill / Ref Number(s):	2024	\$72,860.36
20077		
Real Property (4773038923000) Bill / Ref Number(s):	2024	\$871.68
125651		
Total:		\$73,732.04

Autoagent Service Fee
433 Plaza Real, Suite 275
Boca Raton, FL 33432
Phone: 877-932-8478

Autoagent Service Fee	\$1.50
Total	\$1.50

Note: This confirmation e-mail merely indicates that your payment is being processed and may take up to 5 business days to post. Transactions can also be rejected by your bank for various reasons. Please retain a copy of this message for your records.

 [Confirm your email address](#) to ensure your notifications are enabled.



Thank you for your payment!

Thanks for your payment. For any questions, please contact Iredell County directly at 704-878-3020.

Confirmation #UWSNMXVNR7

AUG 27, 2024

Paid Using ACH:7066

PAYMENT AMOUNT \$16,649.26	SERVICE FEES \$1.50	TOTAL CHARGE \$16,650.76	Lisa Palm 1 CHENEY WAY RIVIERA BEACH, FL 33404 561-916-5058 lisap@cheneybrothers .com
---	--------------------------------------	---	--

Iredell County, NC	Year	\$16,649.26
Real Property 4773136522000 Bill / Ref Number(s):20076	2024	\$16,649.26

Signature:

Date:

[Help](#)

① Confirm your email address to ensure your notifications are enabled.



Thank you for your payment!

Thanks for your payment. For any questions, please contact Iredell County directly at 704-878-3020.

Confirmation #BXXUGWRBSX

AUG 21, 2024

Paid Using ACH:7066

PAYMENT AMOUNT \$250,000.00	SERVICE FEES \$1.50	TOTAL CHARGE \$250,001.50	Lisa Palm 1 CHENEY WAY RIVIERA BEACH, FL 33404 561-916-5058 lisap@cheneybrothers .com
--	--------------------------------------	--	--

Iredell County, NC

Year

\$250,000.00

Real Property 4773136522000 Bill / Ref.Number(s):20076	2024	\$250,000.00
---	-------------	---------------------

Signature:

Date:

[Help](#)

aty

STAPLE CONTINUATION SHEET HERE
BEHIND THIS PAGE

**EMPLOYER'S QUARTERLY
TAX AND WAGE REPORT**
ORIGINAL FILED ELECTRONICALLY

**YOU CAN FILE THIS REPORT
ONLINE AT DES.NC.COM**

CHENEY BROS INC
ONE CHENEY WAY
RIVIERA BEACH FL 33404

QUARTER ENDING

12-31-24

DUE DATE

01-31-25

ACCOUNT NUMBER

00003686

TAX RATE 0.4000%

Qtr/Yr
4-24

1. WHO WORKED DURING OR
RECEIVED PAY FOR THE PAYROLL
PERIOD WHICH INCLUDES
THE 12TH OF THE MONTH

1ST MONTH	2ND MONTH	3RD MONTH
505	501	490

2. SUBJECT TO THE LAW

3. LESS EXCESS WAGES

4. WAGES SUBJECT TO TAX
31400.00

5. TAX DUE FOR THIS QUARTER

6. INTEREST

7. PENALTY - LATE FILING

8. PENALTY LATE PAYMENT

9. AMOUNT OF REMITTANCE
PAYABLE TO:
DIVISION OF EMPLOYMENT SECURITY

13,943,443.22
12,233,372.74
1,710,070.48
6,840.28
0.00
0.00
0.00
6,840.28

☐ CHECK THIS BOX IF THE ADDRESS HAS CHANGED

OUR RECORDS SHOW YOUR FEDERAL TAX
NUMBER AS NUMBER HERE: _____
ADDRESS, COMPLETE FORM NCUI 101-A.

59-1003104

IF INCORRECT, ENTER CORRECT
IF ANY CHANGES OCCURRED IN THE OWNERSHIP, TELEPHONE NUMBER OR

10. SOCIAL SECURITY NUMBER

11. EMPLOYEE NAME

12. SEASONAL

13. WAGES PAID

FILED ON MAGNETIC TAPE

PAPER CLIP CHECK HERE

REMOVE CHECK STUB

14. PAGE TOTAL

0.00

THE INFORMATION CONTAINED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

W. Brown

TITLE

ADP

ATTY-IN-FACT

TELEPHONE NUMBER

(877) 706-0510

DATE

01/17/25

NCUI 101

THIS REPORT MUST BE FILED BY THE DUE DATE TO AVOID PENALTIES AND INTEREST.

EXHIBIT A

CERTIFICATE

TO: CITY OF STATESVILLE

This Certificate is delivered pursuant to Section 3 of the Joint Economic Development Agreement (the "Agreement"), dated November 17, 2017, between the City of Statesville and Cheney Bros., Inc. ("Company"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

I, MIKE SULLIVAN, do hereby certify, for and on behalf of Company that:

- (a) Company is not closing and does not intend to close, as result of completing the Improvements, other Company manufacturing facilities in Iredell County.
- (b) The construction, acquisition and/ or installation of the Improvements on or at the Property will result, or has resulted, in the creation of approximately one hundred and five net new jobs in Statesville.
- (c) Company pays or will pay an average wage to its employees in Statesville of \$48,000.00 per year, along with at least 50% of employee benefits.

Dated at RIVERA BEACH, FL

CHENEY BROS., INC., a Florida Corporation

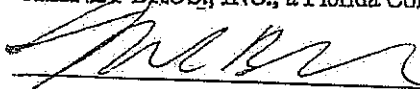

MIKE SULLIVAN, CFO

EXHIBIT B

CERTIFICATE


TO: CITY OF STATESVILLE

This Certificate is delivered pursuant to Paragraph Six of the Joint Economic Development Agreement (the "Agreement"), dated Nov 17, 2017 between the City of Statesville and Cheney Bros., Inc., ("Company"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

I, Mike Sullivan do hereby certify, for and on behalf of Company that for calendar year 2024, Company has constructed, acquired and/or installed Improvements having a dollar value of 33,749,420 in, for or to the Property.

Dated at RIVIERA BEACH FLORIDA this the 1ST day of APRIL, 2025

CHENEY BROS., INC.

By: 

Name: Michael Sullivan
Title: CFO

October 6, 2025
FISCAL YEAR 2025-2026

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

Gina Lawrence

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Gina Lawrence, CFO

DATE: 9/26/2025 8:00 AM

ACTION NEEDED ON: October 6, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a budget amendment #2026-08 transferring \$386,323 from purchase orders previously allocated in the Police Department's General Fund to the Project Fund in support of the Statesville Parking Deck and Expansion Project contract.

1. Summary of Information:

Transferring \$386,323 from purchase orders previously allocated in the Police Department's General Fund to the Project Fund in support of the Statesville Parking Deck and Expansion Project contract. These funds were designated in the Police Department's operating budget for roofing work, as well as remaining balances from the annual LEFTA Shield Suite subscription and police vehicle equipment.

2. Previous Council or Relevant Actions:

Budget Amendment 2026-05 and Budget Amendment 2026-06

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:

Transferring \$386,323 from purchase orders previously allocated in the Police Department's General Fund to the Project Fund in support of the Statesville Parking Deck and Expansion Project contract. These funds were designated in the Police Department's operating budget for roofing work (\$374,238.74), as well as remaining balances from the annual LEFTA Shield Suite subscription (\$11,488.05) and police vehicle equipment (\$595.63).

5. Consequences for Not Acting:

The project will move forward without fully encumbering the needs for completion. This will

necessitate reduction of scope in these or other project areas.

6. Department Recommendation:

Approval of the BA as presented and recommended.

7. Manager Comments:

This BA makes the moves that were previously agreed to by the Council to full fund the project fund. These projects have already been budgeted and the associated money is now being moved to the appropriate fund.

8. Next Steps:

The project fund will be fully funded, allowing the project to move forward with value-added enhancements to the original scope and supporting the approved contract changes.

9. Attachments:

1. BA Form Transfer from GF to Project Fund for PD-Parking Deck Project

October 6, 2025
FISCAL YEAR 2025-2026

City Clerk

Chief Finance Officer

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: John M. Ferguson, Airport Director
DATE: 9/26/2025 8:14 AM

ACTION NEEDED ON: October 6, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving Work Authorization number 21, amendment 1 for the second phase of a new corporate aviation development area adjacent to the eastern portion of Taxiway B on the south side of Runway 10-28.

1. Summary of Information:

Phase one is completed. After the design of the project was completed and bids were opened, the available grant funds were insufficient to move forward with the project as designed. Since the bid opening, the Division of Aviation has indicated that the project was eligible for an additional \$1.96M in Economic Development funds. Those funds were awarded by the Board of Transportation. However, the additional funds will likely not cover the full budgetary shortfall, so the hangar design will be modified to be closer to the new budget.

2. Previous Council or Relevant Actions:

Approved the phase one of this project. Approved phase two of this project. This request is for the redesign of the hangar to come under budget

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

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

Connecting Our Communities: N/A

Strategic Plan Values: We value and encourage Opportunity

Adds additional hangar space for airport operations.

4. Budget/Funding Implications:

None. Project is 100% funded by State funds.

5. Consequences for Not Acting:

Hangar not constructed and the return of \$7,160,000.

6. Department Recommendation:

Airport staff recommends approval.

7. Manager Comments:

Recommend for approval.

8. Next Steps:

Upon completion, project to go out to bid.

9. Attachments:

1. _WA No. 21 SVH East Corp. Area - Amd No. 1-part sign

WORK AUTHORIZATION No. 21, Amendment No. 1

ENGINEERING CONSULTING SERVICES BY:
PARRISH AND PARTNERS OF NORTH CAROLINA, PLLC
MASTER AGREEMENT DATED DECEMBER 4, 2023

FOR:
EAST CORPORATE AREA – PHASE 2
(Design/Bidding Services – Additional)

AT:
STATESVILLE REGIONAL AIRPORT

REFERENCING:
PROJECT GRANT #: 36244.59.10.2

Original Work Authorization: February 7, 2022
Amendment No. 1: August 18, 2025

I. PROJECT SUMMARY

This project consists of the design and bidding of the second phase of a new corporate aviation development area adjacent to the eastern portion of Taxiway B on the south side of Runway 10-28 as indicated in the current ALP dated October 8, 2018. Upon completion, this corporate area will be capable of serving as a new location for Victory Air's expansion at the airport. This work authorization originally included professional services for the design and bidding phases of the project. After the design of the project was completed and bids were opened, the available grant funds were insufficient to move forward with the project as designed.

Since the bid opening, the Division of Aviation has indicated that the project was eligible for an additional \$1.96M in Economic Development funds. Those funds were awarded by the Board of Transportation. However, the additional funds will likely not cover the full budgetary shortfall, so the hangar design will be modified to be closer to the new budget. This amendment includes services required to modify the design and rebid the project. Based on information available, the anticipated total cost of the hangar will still exceed the available budget.

Specific items identified as part of the hangar redesign include the following:

1. Maintain the original hangar footprint;

2. Reduce the Office/Shop area to 4,800 that will include restrooms;
3. Remove the fire suppression room since foam suppression has been removed from the scope;
4. Remove the foam diversion drain system since foam suppression has been removed from the scope;
5. Revision to site layout and drainage relating to the change from fire foam retention to plain sprinkler pass through drainage;
6. Lower the height of the hangar by approximately 7', including a 28' door and approximately 35' eaves;
7. Reduce the hangar slab thickness to only accommodate regional jets and reduce the concrete finish to a standard finish;
8. Maintain gas radiant heat, large fans, air compressor with three tap points, washer and dryer hookups, and convert single GPU plugs into doubles in the hangar and in the vaults on the ramp;
9. Additional project coordination associated with the redesign;
10. Design of additional parking lot near the intersection of East Aviation Drive and Old Airport Road, totaling +/- 170-180 parking spaces; and,
11. New submission of points for 7460 to reflect the lower height of the hangar.

II. CONSULTANT'S SCOPE OF WORK OVERVIEW

The scope of work for this Work Authorization includes:

1. Revise Final Design (CD) Phase
2. Re-Bidding and Permitting Phase
3. Additional Project Management and Grant Services

This amendment contains tasks that are based upon lump sum payment methods. Subconsultant Scope and Fee proposals have also been attached to define roles and efforts to be taken.

III. DESIGN CRITERIA AND REQUIREMENTS

The primary FAA Advisory Circulars and other design standards identified under the original Work Authorization remain the same for this amendment

IV. WORK TASKS

- A. BASIC SERVICES: The **CONSULTANT** shall perform the following Basic Services for the project as outlined in Exhibit C of the above referenced Master Agreement and further described below:
 1. Revise Final Design (CD) Phase: The **CONSULTANT** shall:
 - a) Perform General Project Coordination with **OWNER** on matters affecting the Project and general correspondence preparation, as needed;
 - b) Coordinate with architectural subconsultants throughout the project;

- c) Coordinate with **OWNER** and funding agencies as necessary, including coordination with airport users on potential construction schedules and submission of FAA Form 7460;
- d) Revise the original design of the project and prepare detailed plans, technical specifications, at the 100% completion level. An estimated list of sheets are as follows;
 - Cover Sheet
 - Summary of Quantities
 - Construction Safety and Phasing Plans
 - A. General Notes and Safety Notes
 - B. Project Layout
 - C. Existing Conditions
 - D. Phasing Plan
 - E. Construction Equipment and Stockpile Heights Plan
 - Demolition Plan
 - Geometric Layout Plan
 - Utility Layout Plan
 - Utility Details (Water, Sanitary, Lift Station, Forcemain)
 - Erosion Control Plan
 - Erosion Control Details
 - Grading and Drainage Plan
 - Drainage Details
 - Paving Details
 - Miscellaneous Details
 - Architectural Plans and Details
 - Structural Plans and Details
 - Electrical Plans and Details
 - Mechanical and Plumbing Plans and Details
 - Fire Protection Plans and Details
 - Project Manual with Technical Specifications
 - Engineer's Report
- e) Re-use bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the **OWNER** and Contractor (otherwise referred to as the Front-End Contract Documents including FAA General Provisions) as prepared under the original Work Authorization;
- f) Revise the original Final Design Report, including adjustments to the preliminary estimate of probable construction costs caused by changes in general scope, extent or character or design requirements of the **PROJECT**, or market conditions;
- g) Perform quality review and revisions prior to submissions of documents;
- h) Incorporate **OWNER** and **NCDOA** comments into 100% (Bid) Plan Set;

- i) Print and provide necessary copies for in-house production of engineering drawings and contract specifications;
 - j) Distribute documents for approvals to **OWNER**, **NCDOA**, and other regulatory agencies;
 - k) Request concurrence on maintaining previous DBE/MBE/WBE goals from **NCDOA**; and,
 - l) Submittal will be made at 100% (Bid) levels of completion. The submittal will consist of plans, specifications, cost estimate, and engineer's report. Electronic copies (PDF) of the final design report and specifications and (1) hardcopy of the plans will be provided to **NCDOA** and **OWNER** for each review. Upon submittal of revised 100% documents, a review conference call will be requested with **OWNER** and **NCDOA**.
2. Re-Bidding and Permitting Phase: The **CONSULTANT** shall:
- a) Assist the **OWNER** in advertising for and obtaining bids for the **PROJECT**;
 - b) Maintain a record of prospective bidders to whom Bidding Documents have been issued;
 - c) Receive and respond to contractors inquires related to the **PROJECT**;
 - d) Assist the **OWNER** in conducting a pre-bid conference to share pertinent bidding and technical information and requirements with prospective bidders;
 - e) Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents;
 - f) Distribute sets of Bidding Documents to Prospective Bidders and plan offices during the Bidding Phase; and,
 - g) Attend one (1) bid opening, prepare bid tabulation sheets, assist **OWNER** in evaluating bids, and provide a formal recommendation to award.
- B. SPECIAL SERVICES: The **CONSULTANT** shall perform the following Special Services as outlined in Exhibit A of the Master Agreement:
1. Additional Project Management and Grant Services: The **CONSULTANT** shall:
- Assist **OWNER** in preparation of documentation for local and state authorities and agencies including requests for funding and completion of applicable State grant forms, including meetings, grant applications, request for reimbursements, and project closeout.

V. PROJECT SCHEDULE

The following is the proposed project design schedule:

Project Formulation/Contracting	5 days
100% Revised Design Complete	90 Days
NCDOA/Client Review	10 days
Incorporate Comments and Prepare Bid Documents	5 days
Bidding Period	30 days
<hr/>	
Total	140 days

VI. GENERAL ASSUMPTIONS, CLARIFICATIONS AND DELIVERABLES

- 1) Final Design – Prepare Bid Plans
 - a. Assumptions from the original Work Authorization remain for this amendment.
- 2) Bidding Phase
 - a. Assumptions from the original Work Authorization remain for this amendment.
- 3) Deliverables
 - a. Preliminary and Final Design
 - i. One full-size printed copy of bid plans, and electronic versions of design report, cost estimate, 7460 approval, CSPP checklist, and specifications as outlined above for **NCDOA** and **OWNER** review.
 - b. Bidding Phase
 - i. Summary of bids received and a unit cost analysis.
 - ii. Recommendation of award.
 - iii. Bidder prequalification and DBE subcontractor LOI to **NCDOA**
 - iv. Minority participation to **NCDOA**
 - v. Recommendation of Award to **OWNER** and **NCDOA**

VII. EXPENSES/RESIDENT PROJECT REPRESENTATIVE (RPR)

Project Expenses have been included utilizing the state rates allowable.

Construction Phase Services, including RPR Services, are not included with this Work Authorization.

VIII. OTHER

No additional information.

IX. CONTACT/CLOSING

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

A. BASIC SERVICES:

1. Revise Final Design (CD) Phase: As compensation for providing Final Design – Prepare Bid Plans Services, the **OWNER** shall pay the **CONSULTANT** the lump sum fee of One Hundred Thirty-Five Thousand One Hundred Sixty-Six Dollars and no cents (\$135,166.00).
2. Re-Bidding Phase: As compensation for providing Re-Bidding Phase Services, the **OWNER** shall pay the **CONSULTANT** the lump sum fee of Nine Thousand Two Hundred Seventy Dollars and no cents (\$9,270.00).

B. SPECIAL SERVICES:

2. Additional Project Management and Grant Services: As compensation for providing Grant Services, the **OWNER** shall pay the **CONSULTANT** the lump sum fee of Four Thousand Four Hundred Two Dollars and no cents (\$4,402.00).

The total amount of Work Authorization No. 21, Amendment No. 1 is One Hundred Forty-Eight Thousand Eight Hundred Thirty-Eight Dollars and no cents (\$148,838.00).

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

CITY OF STATESVILLE

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

By: Costi Kutteh
Mayor of Statesville

By: Jon McCalmont
Aviation Director / Principal

Date: _____

Date: 8.19.25

Attachments:

Exhibit A – Manhour Summary
Exhibit B - Architectural Services Proposal
Exhibit C – Sketch of Additional Parking Lot

EXHIBIT A
MANHOUR SUMMARY

PROJECT DESCRIPTION: SVH East Corporate Area - Phase 2 (Amendment 1)		DATE PREPARED: August 18, 2025	
PREPARED BY: Parrish & Partners			
Professional Services Fee Summary			
BASIC SERVICES			
Task 1 - Revise Final Design (CD) Phase			
		SubTotal: \$135,166.00	
Task 2 - Re-Bidding Phase			
		SubTotal: \$9,270.00	
Basic Services Lump Sum Amount		\$144,436.00	
SPECIAL SERVICES			
Task 5 - Additional Project Management and Grant Services			
		SubTotal: \$4,402.00	
Special Services Lump Sum Amount		\$4,402.00	
Project Grand Total		\$148,838.00	

PROJECT DESCRIPTION: SVH East Corporate Area - Phase 2 (Amendment 1)					DATE PREPARED: August 18, 2025			
PREPARED BY: Parrish & Partners								
TASK NUMBER	BASIC SERVICES ENGINEERING SERVICES TASK DESCRIPTION	Employee Classifications						
			PM/Sr. Engineer	Engineer	Civil Associate	CADD Technician/ Designer	Aviation Project Assistant	SUBTOTAL
	TASKS							
Task 1 - Revise Final Design (CD) Phase								
a	General Project Coordination		8				8	16
b	Coordinate with Architectural Subconsultants		8	4			8	20
c	Client and Tenant Coordination Meetings (Assume 2)		8					8
d	Revise Original Design of Project							0
	Geometric Design Adjustments		4	4	8			16
	Geometric Design of New Parking Lot		8	8	20			36
	Grading and Drainage Design of New Parking Lot		8	8	40			56
	Stormwater and Erosion Control Design of New Parking Lot		8	8	40			56
	Utilities Revisions		4	2	8			14
	Fire Sprinkler Drainage Revision		2	8	16			26
	Revise Quantity Calculations			2	4			6
e	Revise Original Plan Sheets							0
	Revise CSPP Sheets		1	2	8			11
	Revise Grading and Drainage Plan		2		8			10
	Revise Utility Plan		1	2	4			7
	Revise Miscellaneous Sheets and Details		2		8			10
f	Quality Review and Revisions		2	2	4			8
g	Update Project Manual		4	2	4			10
h	Update FAA 7460 Submittal				2			2
i	Final Internal Quality Control Review		2				2	4
j	Update Comments from Owner, NCDOA, and QC Review		4	2	4			10
	SUBTOTAL HOURS/CLASSIFICATION:		76	54	178		18	
	BASIC HOURLY RATE		\$65.32	\$45.45	\$43.00	\$40.96	\$36.64	
	TOTAL PER CLASSIFICATION		\$4,964.32	\$2,454.30	\$7,654.00		\$659.52	
	Total Labor Cost (Without Multiplier)		\$15,732.14					

Audited Overhead Rate	185.69%	\$29,213.01
Subtotal		\$44,945.15
Profit	11%	\$4,943.97
Cost of Capital	0.18%	\$80.90
TOTAL		\$49,970.02

NON-SALARY COSTS

A. Reimbursable Expense	Quantity	Unit	Rate	Subtotal
Mileage (2 Trips)	280	Miles	\$0.700	\$196.00
B. Subcontracting Expenses	Amount	Contract Type		Subtotal
Lindsey Architecture	\$85,000.00	LS		\$85,000.00
TOTAL DIRECT NON-SALARY COST:				\$85,196.00

Total Labor and Non-Salary Costs**\$135,166.02****Lump Sum Amount****\$135,166.00**

PROJECT DESCRIPTION: SVH East Corporate Area - Phase 2 (Amendment 1)					DATE PREPARED: August 18, 2025		
PREPARED BY: Parrish & Partners							

TASK NUMBER	BASIC SERVICES ENGINEERING SERVICES TASK DESCRIPTION	Employee Classifications						SUBTOTAL
		PM/Sr. Engineer	Engineer	Civil Associate	CADD Technician/ Designer	Aviation Project Assistant		
	TASKS							
Task 2 - Re-Bidding Phase								
a	Assist Owner with Re-advertising for Bids	2				4		6
b	Maintain a Record of Prospective Bidders					6		6
c	Receive and Respond to Contractor Questions	1	2			4		7
d	Prepare for and Attend Pre-Bid Conference	2	2			4		8
e	Prepare for and Issue Appropriate Addenda	4	2			2		8
f	Distribute Plans to Prospective Bidders		2			8		10
g	Prepare for and Attend Bid Opening (1 bid opening)	4						4
h	Prepare Bid Tabulation and Bid Summary	1		2		2		5
i	Evaluate Bids and Prepare Recommendation of Award	1	4			4		9
								0

SUBTOTAL HOURS/CLASSIFICATION:	15	12	2	0	34
BASIC HOURLY RATE	\$65.32	\$45.45	\$43.00	\$40.96	\$36.64
TOTAL PER CLASSIFICATION	\$979.80	\$545.40	\$86.00	\$0.00	\$1,245.76
Total Labor Cost (Without Multiplier)	\$2,856.96				

Audited Overhead Rate	185.69%	\$5,305.09
Subtotal		\$8,162.05
Profit	11%	\$897.83
Cost of Capital	0.18%	\$14.69
TOTAL		\$9,074.57

NON-SALARY COSTS

A. Reimbursable Expense	Quantity	Unit	Rate	Subtotal
Mileage (2 Trips)	280	Miles	\$0.700	\$196.00
B. Subcontracting Expenses	Amount	Contract Type		Subtotal
				\$0.00
TOTAL DIRECT NON-SALARY COST:				\$196.00

Total Labor and Non-Salary Costs	\$9,270.57
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Lump Sum Amount	\$9,270.00
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PROJECT DESCRIPTION: SVH East Corporate Area - Phase 2 (Amendment 1)	DATE PREPARED: August 18, 2025
PREPARED BY: Parrish & Partners	

TASK NUMBER	TASK DESCRIPTION	Employee Classifications						SUBTOTAL
		PM/Sr. Engineer	Engineer	Civil Associate	CADD Technician/Designer	Aviation Project Assistant		
	TASKS							
	Task 5 - Additional Project Management and Grant Services							
a	NCDOA Grant Setup							0
	GA Development Checklist							0
	Partner Connect Data Entry							0
	Complete RFA Package							0
	Prepare Work Authorization							0
	Detailed Project Schedule (MS Project)							0
	Prepare Project Budget							0
	Prepare Project Sketch							0
7b	Project Coordination with NCDOA APM	4				4		8
7c	Post Award Grant Management	6				16		22
								0

SUBTOTAL HOURS/CLASSIFICATION:	10	0	0	0	20
BASIC HOURLY RATE	\$65.32	\$45.45	\$43.00	\$40.96	\$36.64
TOTAL PER CLASSIFICATION	\$653.20	\$0.00	\$0.00	\$0.00	\$732.80
Total Labor Cost (Without Multiplier)	\$1,386.00				

Audited Overhead Rate	185.69%	\$2,573.66
Subtotal		\$3,959.66
Profit	11%	\$435.56
Cost of Capital	0.18%	\$7.13
TOTAL		\$4,402.35

NON-SALARY COSTS

A. Reimbursable Expense	Quantity	Unit	Rate	Subtotal
TOTAL DIRECT NON-SALARY COST:				\$0.00

Total Labor and Non-Salary Costs	\$4,402.35
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Lump Sum Amount	\$4,402.00
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July 2, 2025

Joseph Wilbourne, PE
Parrish and Partners, LLC
1801 Stanley Road, Suite 315
Greensboro, NC 27407

Exhibit B - Architectural Services Proposal

RE: Statesville Aircraft Maintenance Facility Redesign
Statesville Regional Airport (SVH)
Statesville, NC
Proposal No: 25-000-026 **(Revised)**

Dear Joseph:

Lindsey Architecture appreciates the opportunity to present this proposal for architectural services and engineering design for the redesign of the new Aircraft Maintenance Facility at Statesville Regional Airport. The scope for this proposal is to revise the previous design to assist in reducing the construction cost.

Lindsey Architecture has teamed up with the following:

- o SKA Consulting Engineers, Greensboro NC Structural Engineering
- o Ohmega Engineering, Glenn Allen, VA Mechanical, Electrical, & Plumbing
- o Performance Based Fire Protection, Raleigh, NC Fire Protection

Lindsey Architecture proposes design fees per the project scope consisting of:

- Maintain the original 37,000 sf Group 1 Hangar footprint.
- Reduce the Office/Shop area to 4,800 sf that will include restrooms.
- Remove the fire suppression room since foam suppression has been removed from the scope.
- Lower the height of the hangar by approximately 7' which includes:
 - o Hangar door will be 28' tall.
 - o Eave height will be approximately 35'.
 - o Hangar door width to remain at 190'
- Reduce the hangar slab thickness to only accommodate the Regional Jets and reduce the concrete finish to a standard finish.
- The remainder of the scope will be the same as the original project including:
 - o Gas radiant heat in the hangar.
 - o Large fans in hangar.
 - o Air Compressor with three (3) tap points.
 - o Washer and dryer hookups.
 - o Convert single GPU plugs into doubles in the hangar and in the volts located in the ramp.
- Proposal includes full Architectural, Interiors, Structural, Mechanical, Electrical, Plumbing, and Fire protection design.
- Coordination with Parrish & Partners who is providing the civil engineering.
- Coordination with the Statesville Airport Authority.

**Construction Documents (CD) and Bidding Phase Services:**

LA will complete a set of architectural, structural, MEP, and Fire Protection construction documents required to obtain a building permit and facilitate the bidding and construction processes. The architectural documents will include all drawings necessary to fully communicate the design intent.

- Finish drawings and specifications to 90% and submit to SVH for review and approval.
- Meet with SVH to review the project or submit to them for review.
- Meet with Statesville Code Officials to review project progress with 90% set.
- Complete drawings after receiving review comments from team.
- Prepare bid documents and solicit qualified bidders.
- Structural Engineers design include:
 - Foundation design to support the pre-manufactured metal building.
 - Design for slab-on-grade within the hangar.
 - Design for the water storage tank foundations based on the load criteria.
- Electrical Engineers design include:
 - Lighting and power distribution design.
 - Fire Alarm System, as required by code.
 - Voice & Data communications infrastructure (cabling & outlets only).
 - Security design as required for gate access to secured areas (infrastructure only).
 - Lighting protection system design.
- Mechanical and Plumbing Engineers design include:
 - Heating and ventilation systems for hangar area.
 - HVAC system for shop and office areas.
 - Natural gas distribution system.
 - Compressed air distribution system
 - Sizing and selection of the air compressors are to be done by the owner or tenant.
 - Design plumbing system for office and shop area restrooms.
 - Design water distribution system in hangar area.
 - Design wastewater system.
 - Design floor drain system in hangar area.
- Fire Protection drawings and details include:
 - Provide updates and coordination to all information provided in previous deliverables.
 - Provide plan-set written specifications for the design of the fire suppression system.
- Coordination of all disciplines to create a cohesive construction and permitting set of drawings.
- Submit the complete set of project documents to the Airport and the City of Statesville for permit.
 - Cost of any review fees on permits are not include in our fee.
- Respond to any review comments in a timely manner.
- Assist SVH in the bidding of the project.
- Conduct a Pre-Bid Conference with bidders.
- Respond to pre-bid RFI's and issue any addendum.
- Develop a Bid Tabulation for review by SVH.
- Assist SVH in creating an AIA contract between owner and contractor.

**Construction Phase & Closeout Services:**

Construction Administration Services are not included in the proposal. It is our understanding that they will be under a separate contract.

Professional Services in addition to those listed above such as value engineering, owner requested changes after design approval, or additional bidding services may be provided per the standard rate schedule or at a negotiated lump sum additional fee.

Summary of Fees:

Construction Documents & Bidding Phase

- Lindsey Architecture Design Team..... **\$ 85,000.00**

The fees quoted above are lump sum amounts based on the scope of work described above. Reimbursable expenses, such as process printing and mileage, are included in the fee above. LA will provide a set of pdf files that can be reproduced and distributed as needed. Any additional printing needed for permit sets, etc., will be billed per the attached Rate Schedule, and would be billed in addition to the above lump sum fees.

Thank you for allowing us to present this proposal for the redesign of a new Aircraft Maintenance Facility in Statesville, NC. Since this is an amendment to the original contract, the original Standard Terms and Conditions shall apply to this proposal. If you agree with the proposed fees and scope of services, please provide us with a Subconsultant Agreement or a Change to the original agreement. Request to commence work prior to signed agreement, indicates acceptance of agreement as presented.

Please let me know if you have any questions and we look forward working with you on this project.

Sincerely,

Rodney M. Lindsey, AIA, NCARB, LEED-AP
President



All terms and conditions of the prime proposal letter shall govern the agreement between parties, and shall be further supplemented by the following provisions regarding payments, hourly rates, and additional services and reimbursable expenses

Hourly Rate Schedule

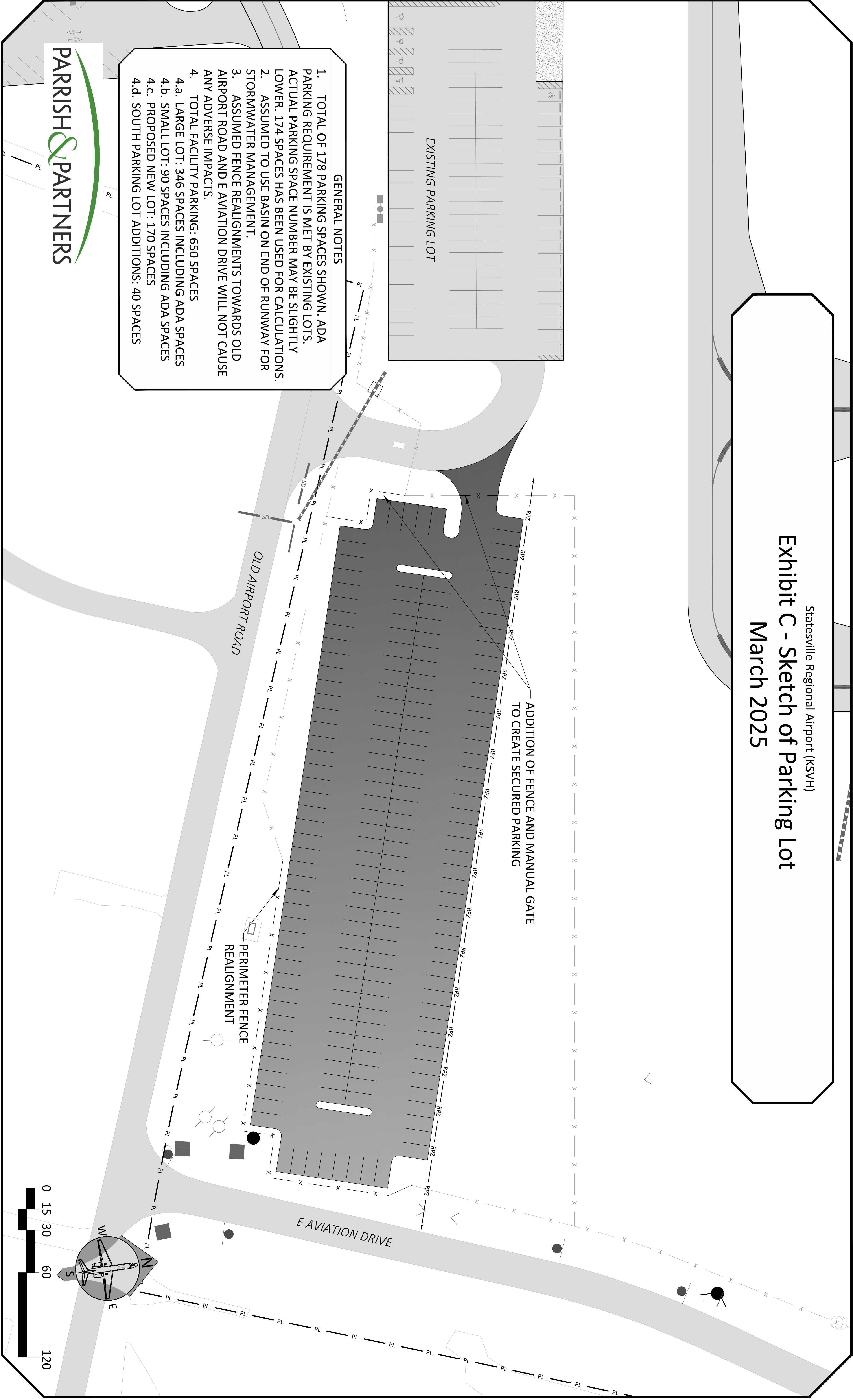
Principal	\$ 234.00
Senior Architect	\$ 213.00
Senior Interior Designer	\$ 213.00
Project Architect	\$ 182.00
Interior Designer/Project Manager	\$ 161.00
Architectural Designer	\$ 145.00
Graphic Design	\$ 145.00
Technician	\$ 130.00
Clerical/Administration	\$ 104.00

Reimbursable expenses shall be billed monthly as accumulated, with attached copies of invoices for non-labor direct expenses made on behalf of the project and shall be billed at one and one tenth (1.1) times cost. Reimbursable expenses include, but are not limited to:

Reimbursable Schedule

Reproduction	
Electrostatic Prints	\$ 0.70 per square foot
Sepia/Vellum	Actual Cost
Photo Copies	\$ 0.12 each
Color Copies	\$ 1.00 each
Mileage	Current IRS Rate
Supplies	Actual Cost
Postage/Shipping	Actual Cost
Travel	Actual Cost

Statesville Regional Airport (KSVH)
Exhibit C - Sketch of Parking Lot
March 2025



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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Tip Nicholson, ABC Store General Manager
DATE: 9/18/2025 5:38 PM

ACTION NEEDED ON: October 6, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider appointing Michelle Rokes to the ABC Board.

1. Summary of Information:

The ABC Board has all the powers and duties imposed by state law on county boards of alcoholic control, are subject to the authority of the state board of alcoholic control to the same extent as are county boards of alcoholic control.

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. Members are appointed by City Council for 3-year terms.

Michelle Rokes is currently on the board, and there are no other applications.

2. Previous Council or Relevant Actions:

City Council appoints members of the ABC Board.

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 Integrity

Members of the ABC Board must be residents of the city and well known for their character, ability, and business acumen.

4. Budget/Funding Implications:

N/A

5. Consequences for Not Acting:

The board will only have 2 members.

6. Department Recommendation:

Appoint Ms. Rokes to the ABC Board.

7. Manager Comments:

N/A

8. Next Steps:

The Clerk will send a letter to Ms. Rokes detailing her appointment.

9. Attachments:

1. ABC Board Members
2. 2025-09-10 Rokes, Michelle

ABC Board Members:

David Pope	Chairman
Michelle Rokes	Member
Ron Matthews	Member
Amy Lawton	Council Liaison

**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: _____ Date of Application: _____ / _____ / _____

Home Address: _____ WARD: _____

Email Address: _____ Contact Phone No: _____

Do you reside in the City of Statesville? **Yes** ____ **No** ____ Length of Residence: _____
Years Months

Occupation: _____ Employer: _____

Available for Daytime Meetings: **Yes** ____ **No** ____ Currently Serving on Another Board: **Yes** ____ **No** ____

Education: _____

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: _____ / _____ / _____ Male: _____ Female: _____ Race: _____

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

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

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

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.net
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.

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Jenn Bosser, Iredell Economic Development Corporation
DATE: 9/26/2025 8:00 AM

ACTION NEEDED ON: October 6, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving an amended economic incentive agreement for Statesville Logistics, LLC.

1. Summary of Information:

In 2022, Statesville Logistics, LLC entered into an incentive agreement with the City in connection to plans to construct a one million square feet of industrial development, representing an investment of \$75,000,000. The total grant approved by the City Council was up to \$986,040 for public infrastructure improvements in conjunction with the development. Statesville Logistics, LCC is requesting an extension to the improvement date by two years, extending the date from December 31, 2027 to December 31, 2029. The primary reason for the request is due to their inability to access sewer via Jennings Park, due to the restriction of a federal grant funding that limited private use until January 2027.

2. Previous Council or Relevant Actions:

City Council approved the incentive in 2022. The only change to the agreement in this request is the improvement period.

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 agreement amendment will allow new opportunities for jobs in our City.

4. Budget/Funding Implications:

The Statesville Logistics Center will have a capital investment up to \$75,000,000 by December 31, 2029. The total incentive grant would be up to \$986,040 (\$328,680 over 3 years) based on 80% of the real property and tangible personal property taxes paid and will be applied to eligible public infrastructure improvements.

5. Consequences for Not Acting:

The project may not happen.

6. Department Recommendation:

Approve the amendment to the incentive grant.

7. Manager Comments:

Recommend for approval.

8. Next Steps:

Legal will amend the contract.

9. Attachments:

1. Statesville Logistics Center Economic Incentive Agreement-01-27-2023

NORTH CAROLINA

IREDELL COUNTY

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of this the 27th day of January, 2023 by and between **THE CITY OF STATESVILLE**, a body politic and corporate and a political subdivision of the State of North Carolina (the "City"), and **STATESVILLE LOGISTICS, LLC**, a Delaware Limited Liability Company with a place of business in Iredell County, North Carolina ("Company").

WITNESSETH:

WHEREAS, the City is desirous of fostering economic development within its boundaries; and

WHEREAS, North Carolina General Statute ("N.C.G.S.") 158-7.1 authorizes the City to make appropriations for the purpose of aiding and encouraging the location and expansion of manufacturing enterprises and industrial and commercial plants in or near its boundaries; and

WHEREAS, Company is acquiring property located on the northwest intersection (Exit 54) of I-77 and US Highway 21 / Turnersbury Highway, Statesville, Iredell County, North Carolina (the "Property"), and Company is improving the Property through construction of approximately one million square foot industrial development with the potential expansion of approximately 400,000 additional square feet to add to the development feet which may be built in phases and the size of the buildings may vary based upon if it is speculative or built to suit for an end user. The Company will also install all required and eligible enhanced public infrastructure improvements as described in Exhibit B to this Agreement. Such improvements to the Property constitute the "Improvements," and Company anticipates that the total cost of the Improvements during the Improvement Period, as defined below, will be a minimum of Fifty Million and No 00/100 Dollars (\$50,000,000.00) and up to Seventy-Five Million and No 00/100 Dollars (\$75,000,000.00); and

WHEREAS, the Improvements are expected to increase the tax base of the City and increase the population and to increase business prospects for the City and resulting in the creation of a number of jobs in the City; and

WHEREAS, as an inducement to Company, and to assist Company in connection with the Improvements, the City is willing to appropriate and expend City funds to provide certain economic development incentives, as is provided in Paragraph 6 of this Agreement, all such appropriations and expenditures to be made pursuant to the terms and conditions of this Agreement and N.C.G.S. 158-7.1; and

WHEREAS, in consideration of these economic development incentives, Company has complied with and agrees to continue to comply with the covenants and conditions binding upon it as set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and of other consideration, the receipt and sufficiency of which is now acknowledged by the parties, the City and Company do hereby agree as follows:

1. This Agreement shall apply only with respect to Improvements undertaken by the Company between April 4, 2022 and December 31, 2026 (the "Improvement Period"). No Incentive will be paid except as set forth herein Paragraph 6.

2. This Agreement is executed subject to the fulfillment of each of the following conditions precedent, except to the extent that Company may, in its absolute discretion, waive one or more thereof in whole or in part:

(a) Upon the request of the Company, the City shall deliver to Company an Opinion of Counsel for the City, in form and substance reasonably satisfactory to Company, that this Agreement has been duly authorized, executed and delivered by City; and

(b) The City shall deliver to Company, in form and substance reasonably satisfactory to Company, evidenced by way of the Statesville City Council minutes, that the City duly authorized the economic development incentives set forth in this Agreement through a public hearing.

3. This Agreement is executed subject to the fulfillment of each of the following conditions precedent, except to the extent that the City may, in its absolute discretion, waive one or more thereof in whole or in part:

(a) Company shall deliver to the City a certificate certifying that it has commenced the construction, acquisition and/or installation of the Improvements and certifying that Company is not closing, and does not intend to close as a result of completing the Improvements, any other Company facilities in the City. Such certificate shall be in the form or substantially in the form of the certificate attached to this Agreement as Exhibit A; and

(b) Upon request of the City, the Company shall deliver an Opinion of Counsel for Company that this Agreement has been duly authorized, executed and delivered by Company.

4. In order to induce the City to enter into this Agreement and to appropriate and expend monies for payment of economic development incentives pursuant to paragraph 6 of this Agreement, Company represents and warrants to the City that as of the execution date hereof:

- (a) It is a limited liability company duly organized and existing and in good standing under the laws of the State of Delaware; and
- (b) It has the power and authority to own its properties and assets and to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement; and
- (c) This Agreement (i) is the valid and binding instrument and agreement of Company, enforceable against Company in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on Company, the charter documents or operating agreement of Company or any provision of any indenture, agreement or other instrument to which Company is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which Company is a party; and
- (d) There is no suit, claim, action or litigation pending, or to the best knowledge of Company threatened, relating to the Improvements or the use of the Improvements for their intended purpose; and
- (e) To the best of Company's knowledge, there is no impediment to the use of the Property for the purposes contemplated by this Agreement.

5. Subject to satisfaction of the conditions set forth in Sections 2 and 3 above and set forth within this paragraph, Company covenants and agrees with the City that in consideration of the appropriation and expenditure by the City of such economic development incentives, Company has and shall make substantial Improvements to the Property by December 31, 2026. Should Company fail to make such Improvements, it forfeits any right to receive the economic development incentives described in Section 6 and has no further obligation to the City.

The Company covenants and agrees and as further conditions of this contract that prior to any incentives being paid by City to Company under this contract, the Company shall do the following:

- (a) The Company will construct and install to City's reasonable satisfaction and pursuant to all codes and regulations of City any and all required public infrastructure improvements which shall include those that are within the public right of way and also lie within the Company's property, including but not limited to road improvements, sidewalks, sanitary sewer, water extension, storm drainage improvements and any other required by City, by Iredell County, the State of North Carolina or any agency of the United States government as set forth on Exhibit B.

- (b) Company shall receive the appropriate certificate of occupancy or shell building certification from Iredell County.
 - (c) Company will install all improvements on public roads as required by the North Carolina Department of Transportation.
 - (d) Company must verify expense for public infrastructure improvements by sharing copies of invoices and bank statements and the checks (back and front) (or other proof of payment) accepted by City.
 - (e) Except as set forth in this Section 5(e) or otherwise set forth in this Agreement, no party shall assign its rights hereunder. Notwithstanding the foregoing: (i) at any time and without the prior written consent of the City, the Company may assign or transfer its rights hereunder to any entity that the Company controls, that controls the Company, that is under common control of another with the Company, or that seeks to hold the property as a landlord in substantially similar fashion as the Company provided that the Company provides the City with written notice of such sale or transfer of Property or Improvements to such third party purchaser within thirty (30) days after the closing thereof; and (ii) with the prior written consent of the City, not to be unreasonably withheld, the Company may assign or transfer its rights hereunder to any entity that seeks to use the Property or the Improvements for purposes consistent with the economic development policies of the City, or to a lender in connection with the Company obtaining financing for the Improvements. Upon the Company assigning its rights hereunder to an unrelated entity, the transferor shall have no further responsibilities under this Agreement from and after the date of such transfer and the transferee shall for all purposes be the “Company” under this Agreement.
6. Payment of economic development incentives will be made as provided in this Paragraph 6.
- (a) **Investment Threshold to Initiate Grant Eligibility.** Prior to the first economic development grant payment, the Company must invest a minimum of Fifty Million and No/100 Dollars (\$50,000,000.00) (the “Minimum Investment Threshold”) resulting in at least Thirty Million and No/100 Dollars (\$30,000,000.00) (the “Assessed Value Threshold”) of value as assessed by Iredell County for ad valorem tax purposes. The Company must have also completed all public infrastructure improvements as required hereunder through Exhibit B to become eligible for an initial grant.
 - (b) **Grant Limits: Term and Amount.** Unless otherwise agreed to in writing, (i) no economic development grants shall be paid pursuant to this Agreement after December 31, 2030; and (ii) in no event shall the City be required to pay more than Nine Hundred Eighty-Six Thousand Forty and No/100 Dollars (\$986,040.00) in the aggregate.

- (b) Company shall receive the appropriate certificate of occupancy or shell building certification from Iredell County.
- (c) Company will install all improvements on public roads as required by the North Carolina Department of Transportation.
- (d) Company must verify expense for public infrastructure improvements by sharing copies of invoices and bank statements and the checks (back and front) (or other proof of payment) accepted by City.
- (e) Except as set forth in this Section 5(e) or otherwise set forth in this Agreement, no party shall assign its rights hereunder. Notwithstanding the foregoing: (i) at any time and without the prior written consent of the City, the Company may assign or transfer its rights hereunder to any entity that the Company controls, that controls the Company, that is under common control of another with the Company, or that seeks to hold the property as a landlord in substantially similar fashion as the Company provided that the Company provides the City with written notice of such sale or transfer of Property or Improvements to such third party purchaser within thirty (30) days after the closing thereof; and (ii) with the prior written consent of the City, not to be unreasonably withheld, the Company may assign or transfer its rights hereunder to any entity that seeks to use the Property or the Improvements for purposes consistent with the economic development policies of the City, or to a lender in connection with the Company obtaining financing for the Improvements. Upon the Company assigning its rights hereunder to an unrelated entity, the transferor shall have no further responsibilities under this Agreement from and after the date of such transfer and the transferee shall for all purposes be the "Company" under this Agreement.

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- (b) **Grant Limits: Term and Amount.** Unless otherwise agreed to in writing, (i) no economic development grants shall be paid pursuant to this Agreement after December 31, 2030; and (ii) in no event shall the City be required to pay more than Nine Hundred Eighty-Six Thousand Forty and No/100 Dollars (\$986,040.00) in the aggregate.

(c) **Project Certification.** In order to receive any of the economic development grant payments under this Agreement, the Company must first certify, in each applicable calendar year of the term, to the following by submitting to the City a certificate in the form attached hereto as Exhibit A (each a "Project Certificate"); such Project Certificates shall include:

- (i) A Statement that the Company has no plans to close any facility in Statesville.
- (ii) Project Improvements and the cost of such Improvements made in the applicable year.
- (iii) "Assessed Value" of the Improvements as prepared by the Iredell County Tax Assessor and verification of payment in full of such applicable ad valorem taxes to Iredell County.
- (iv) A certificate of occupancy or shell building certificate has been issued by Iredell County on the completed Improvements for the applicable year.
- (v) For the initial grant payment request, public infrastructure improvements as required hereunder have been completed and related receipts are included.

(d) **Economic Development Grant Payments.** Provided all applicable obligations of the Company have been met and a Project Certificate has been submitted, the City will pay the Company in the fiscal year following the year upon which Company has submitted to the City the applicable Project Certificate a cash grant equal to Eighty Percent (80%) of the new incremental tax assessed value of the Improvements set forth in the Project Certificate and as otherwise described in this Paragraph 6 multiplied by the then current City ad valorem rate. The economic development grants paid hereunder require that the Company meet the Minimum Investment Threshold; however, no grant payments shall be due for any new incremental property tax assessed value exceeding an overall total of Seventy-Five Million and No/100 Dollars (\$75,000,000.00) in the aggregate (the "Maximum Investment") for the capital Improvements, in accordance with all other provisions hereunder. Attached hereto as Exhibit C is a schedule of eligible grant payments in the event the Company makes the Maximum Investment and all other conditions are met. The parties hereby acknowledge and agree that the amount of the grant payments are set forth on Exhibit C as an example of what the incentive payments would be based on the ad valorem tax rate at the time this Agreement is executed, but the actual grant amounts paid may be lower than as set forth in Exhibit C due to the Company not making the Maximum Investment or other applicable circumstances.

(e) **Building Phases; Grant Terms.**

- (i) The parties agree that the economic development grants paid hereunder should be triggered by usable industrial inventory. Therefore, the parties

agree that the economic development grants shall be separated into two phases, each corresponding to discreet buildings within the overall Improvements as Iredell County issues either a Certificate of Occupancy or a Shell Building Certification for each respective building.

- (ii) Therefore, while the grants may be paid entirely in one three-year term, they may be organized into two phases instead, each commencing a three (3) year payment stream that begins at the start of the City's fiscal year following the year in which Company submits the Project Certification as set forth in Exhibit A to the City and terminates after the third consecutive annual grant payment for such completed building(s) (the grant term associated with the first building shall be the "Phase I Grant Term" and the grant term associated with the second building shall be "Phase II Grant Term"). Each of the two grant terms may commence only between (a) the date when all obligations hereunder have been met and satisfied for any substantially completed building(s) and the Company has submitted the Project Certificate for such building and (b) before the close of business on December 31, 2028.
- (iii) The parties anticipate (with no obligation) that an initial grant payment will be made in 2027. The latest possible grant term would apply to a building(s) certified by a Project Certificate submitted in 2027 with a first applicable grant payment in the City's fiscal year of 2028 and the last grant payment being made by December 31, 2030.

7. Following execution of this Agreement, Company shall furnish to the City as soon as practicable after the end of each calendar year, but no later than January 30th, the Project Certificate required by Paragraph 6. Company shall also pay prior to delinquency all ad valorem taxes imposed by the City on all Improvement made by the Company.

8. Notwithstanding the provisions of Paragraph 10, in the event Company is unable to meet the requirements of Paragraph 5 as a result (a) of an event of force majeure, including but not limited to fires, explosions, acts of God, Coronavirus (COVID-19) or other national pandemic, acts of public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions or boycotts; (b) the inability to obtain the governmental permits or approvals (including zoning) necessary for undertaking or operating the Improvements after a good faith effort to obtain same has been made; (c) shortages of materials or energy; (d) changes in laws; or (e) other causes beyond the control of and arising without the fault or negligence of, Company; then, in such event, the Improvement Period shall be extended for a period equal to the delay caused by any of the foregoing events so long as Company shall (i) have furnished the City reasonable notice thereof upon the occurrence of such event, and (ii) take all commercially reasonable steps necessary to relieve the effect of such event and to resume completion of the Improvements; provided that notwithstanding any extension permitted under this Section

8, the Improvement Period shall not extend beyond six (6) years from the date of this Agreement.

9. It shall be an event of default if any one or more of the following events shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be affected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) (each, an "Event of Default"):

- (a) if Company, except in the event of force majeure, shall fail to fulfill the provisions of Paragraph 5 of this Agreement; or
- (b) if Company shall fail to observe and perform any other conditions set forth in this Agreement and such failure shall continue for a period of sixty (60) or more days after the giving by the City of written notice of such failure to Company; or
- (c) if any material representation, warranty or other statement of fact contained in this Agreement or in any writing, certificate, report or statement furnished by Company to the City in connection with the transaction described in this Agreement, shall be false or misleading in any material respect when given; or
- (d) if Company shall be unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or of the whole or any substantial part of its property; files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state; or
- (e) If a Court of competent jurisdiction shall enter an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of Company or of the whole or any substantial part of its properties, or approve a petition filed against Company seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of Company or of the whole or any substantial part of its properties.

10. Upon the occurrence of any material Event of Default, upon receipt of written notice, Company shall have thirty (30) days to cure; during such cure time, grants, to the extent they are to be paid pursuant to the terms hereunder, shall be suspended. If the Company is unable to cure, Company shall receive no further economic incentive payments hereunder without the written consent of the City as such consent shall be provided with equal authority by either the City Manager or by resolution of City Council.

11. Company may, in its sole discretion, terminate this Agreement with thirty (30) days written notice to the City. Upon such termination, Company shall receive no further economic incentive payments hereunder and shall repay any incentives received as of the termination date. Company shall have no other obligations under this Agreement upon such termination.

12. Both Company and the City acknowledge that any and all monies appropriated and expended by the City for economic development incentives as provided in this Agreement are for a bona fide public purpose and are expended in good faith reliance on North Carolina General Statute 158-7.1. In the event the state of North Carolina changes its laws impacting any future grant payment to be paid pursuant to the terms hereunder, the parties agree to modify the terms of this agreement to comply with such future laws while maximizing, to the extent possible under such future laws, the mutual benefits to be enjoyed hereunder.

13. All notices, certificates or other communications required or permitted to be given or served hereunder shall be deemed given or served in accordance with the provisions of this Agreement if the notice is (a) mailed in a sealed wrapper and is deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (b) deposited with a national overnight courier service that retains receipts for its deliveries, or (c) sent by facsimile transmission with evidence of successful transmission retained, properly addressed as follows:

if to City: City of Statesville
 Attn: City Manager
 P. O. Box 1111
 Statesville, NC 28687

With a copy to: Iredell County Economic Development Corporation
 Attention: President & CEO
 500 South Main Street, Suite 449
 Mooresville, NC 28115

if to Company: Matt Prince
 c/o TPA Group
 1776 Peachtree Street NW, Suite 100
 Atlanta, GA 30309
 Fax: 770-436-3400

With a copy to: Nexsen Pruet, LLC
 Attention: Chris Kouri
 227 W. Trade Street, Suite 1550
 Charlotte, NC 28202

The City or Company may, by notice given to the other, designate any further or different addresses to which notices, certificates, requests or other communications shall be sent.

14. This Agreement shall inure to the benefit of, and is binding upon, the City and Company and their respective successors and assigns.

15. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.

16. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully-executed counterpart.

18. This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina.

19. The term of this Agreement shall commence on the date of execution and expire upon the earlier to occur of (a) payment of Incentives totaling \$986,040.00 or (b) December 31, 2030.

20. Both Company and the City acknowledge the City has an obligation to its Citizens to conduct public business in a public fashion, and to provide such information to its Citizens as will allow them to make informed judgments regarding its actions. Further, both Company and the City acknowledge that Company has a legitimate interest in maintaining the confidentiality of its trade secrets. In order to balance these competing interests, it is agreed this Agreement is neither confidential nor a Company trade secret, and may be released to the public. However, it is further agreed certain Exhibits to this Agreement, and /or other information provided by Company pursuant to this Agreement, may contain Company trade secrets. Accordingly, where any such Exhibit, or other information, is, at the time of its initial disclosure to the County, designated as "confidential" or as a "trade secret" and such Exhibit or information is a trade secret as defined in North Carolina General Statute 66-152(3), then such information will be maintained in confidence by the City, unless its release is consented to in writing by Company, or unless such information is finally adjudicated not to be a trade secret by a court of competent jurisdiction.

21. Both Company and the City acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by Counsel for both Company and the City. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

[Signature pages follow]

Executed as of the date first set forth above.

THE CITY OF STATESVILLE, NC

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

(SEAL)



ATTEST: Brenda Fugett
Brenda Fugett, Clerk for the City of Statesville

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

Michelle Holman
OF: Brian Roberts, Finance Officer
Michelle Holman

NORTH CAROLINA

IREDELL COUNTY

I, April C. Nesbit, a Notary Public of said County and State, certify that Brenda Fugett who is known to me, personally came before me this day and acknowledged that she is the Clerk of Statesville, and that by authority duly given and as the act of the body politic, the foregoing instrument was signed in its name by its Mayor sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and seal this 27th day of January, 2023.

April C. Nesbit
Notary Public

(SEAL)

My commission expires: 7-23-2027



STATESVILLE LOGISTICS, LLC

By:

J. BRADFORD SMITH

Title:

MANAGER

STATE OF GEORGIA

COUNTY OF FULTON

I, SUSAN UTT, a Notary Public for said County and State, do hereby certify that J. BRADFORD SMITH personally came before me this day and acknowledged that he/she is MANAGER of **Statesville Logistics, LLC**, a Delaware Limited Liability Company and that by authority duly given and as the act of the Delaware Limited Liability Company, the foregoing instrument was signed in its name by J. BRADFORD SMITH, sealed with its corporate seal, and attested by himself/herself as its MANAGER.

WITNESS my hand and seal, this the 23 day of JANUARY, 2023.

Susan Utt
Notary Public

(SEAL)

My Commission Expires: MARCH 08, 2026



EXHIBIT A

CERTIFICATE

TO: City of Statesville

This Certificate is delivered pursuant to Section 3 of the Economic Development Agreement (the "Agreement"), dated _____, 202_, between City of Statesville and Statesville Logistics, LLC ("Company"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

I, _____, do hereby certify, for and on behalf of Company that:

(a) Company is not closing and does not intend to close, as a result of completing the Improvements, other facilities in Statesville.

(b) The construction, acquisition and /or installation of the Improvements on or at the Property will result, or has resulted, in the creation of \$ _____ in improvements in Iredell County.

(c) The Company has paid in full ad valorem taxes to the county and City for tax year _____.

(d) The investment for which this request is made have been completed and have been submitted on the property listing form to the Iredell County Tax Assessor.

(e) The Company has attached receipt of its taxes paid in full to the County and City for the tax year due and owing.

(f) Company shall attach verification of certificate of occupancy or shell building certification from Iredell County.

(g) Company will verify expenses for public infrastructure improvements as required and agreed upon by the City by sharing copies of invoices, bank statements, and checks (back and front) and or other proof of payment, accepted by the City.

Dated at _____, North Carolina,

This the ____ day of _____, 20__.

Statesville Logistics, LLC

By: _____

Title: _____

EXHIBIT B
See Attached.

EXHIBIT C

Table of Estimated Incentives

City of Statesville & Iredell County Incentive (3 Year)						
Company Expansion or Location Investment and Tax Impact						
	Time Period	Investment Yr	Grant Yr 1	Grant Yr 2	Grant Yr 3	3 Year Total
	Fiscal Year	2022	2023	2024	2025	
Total Taxable Value		\$ 75,000,000	\$ 75,000,000	\$ 75,000,000	\$ 75,000,000	
New Taxable Investment:						
Real Property		\$ 75,000,000	\$ 75,000,000	\$ 75,000,000	\$ 75,000,000	
Tangible Personal Property		\$ -	\$ -	\$ -	\$ -	
Statesville Tax Rate	0.5478					
Real Property Revenue			\$ 410,850	\$ 410,850	\$ 410,850	
Tangible Personal Property Revenue			\$ -	\$ -	\$ -	
Total Tax Revenue	(Taxable Capital) x (City Tax Rate)		\$ 410,850	\$ 410,850	\$ 410,850	\$ 1,232,550
Real Property Grant	80%		328,680	328,680	328,680	
Tangible Personal Property Grant	80%		-	-	-	
Incentive Grant	Amount Granted to Company		\$ 328,680	\$ 328,680	\$ 328,680	\$ 986,040
City Net Revenue	City Tax Revenue Minus Incentive Grant		\$ 82,170	\$ 82,170	\$ 82,170	\$ 246,510

Note: Fiscal Years are not applicable as shown.

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: David Onley Police Chief

DATE: 9/26/2025 8:12 AM

ACTION NEEDED ON: October 6, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving changes to the civil penalties for the parking enforcement ordinance to reflect changes to the fine amount, towing change, and online payment option.

1. Summary of Information:

City council recently approved a fee increase from \$10 to \$15 on violations related to time period violations. In addition to this change in the civil penalties portion of the ordinance staff is requesting the time period for towing a vehicle once being booted change from five (5) days to 24 hours. This amendment will also include the addition of the online payment option for the parking citations.

2. Previous Council or Relevant Actions:

Council approved increasing the fine amount from \$10 to \$15 at the August 18th council meeting.

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:

Parking enforcement provides businesses and citizens adequate and safe parking for the Statesville community.

4. Budget/Funding Implications:

None

5. Consequences for Not Acting:

Reducing the time period from 5 days to 24 hours will prevent a vehicle remaining in a parking space for up to 5 days after being booted.

6. Department Recommendation:

Staff recommends approval of the amendments to Section 12-121 Civil Penalties, of the Statesville City Ordinance.

7. Manager Comments:

Concur with the department recommendation.

8. Next Steps:

Amendments to city ordinances require a second reading.

9. Attachments:

1. Ordinance for Parking Penalties
2. Amended Sec. 12 121. Civil penalties.

ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 12 MOTOR VEHICLE AND TRAFFIC, ARTICLE V – STOPPING, STANDING AND PARKING, DIVISION 1 – GENERALLY, SECTION 121 – CIVIL PENALTIES

TA__-__

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

WHEREAS, the City of Statesville and the Statesville Police Department are taking proactive steps to increase parking enforcement throughout the city;

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

Amend Section 12-121(d) as follows:**Sec. 12-121. Civil Penalties.**

(d) *Contents of notice.* Such parking violation notice or citation shall among other things, state upon its face that the fine for the parking violation is ~~ten dollars (\$10.00)~~ **fifteen dollars (\$15.00)** if paid within fourteen (14) days after the violation; forty dollars (\$40.00) if paid more than fourteen (14) days after the violation. Once a vehicle has received three parking violations and each has not been paid within thirty (30) days, the Statesville Police Department will install a vehicle immobilization device (boot) on the vehicle. If the fines are not paid within ~~five (5) days~~ **twenty-four (24) hours** after installing the vehicle immobilization device, the vehicle will be towed at the owner's expense; the violator may be taxed with court costs should it become necessary to file a civil action to collect the fine. The notice or citation shall further provide that the fine may be paid by mailing the citation and the money for the stated fine to P.O. Box 1111, Statesville, NC 28687, ~~or~~ by making direct payment in the collection area of the Statesville City Office Building at 301 South Center Street, Statesville, NC, **or by making a payment online at statesvillenc.rmca.com**. The fine stated in the notice or citation must either be paid within the stated time or cleared by the appropriate supervisor within the Statesville Police Department within five (5) days of the issuance of the citation. The notice or citation shall further state that if the parking violation citation is not paid or cleared as set forth above within fourteen (14) days, a civil action may be filed by the city in court for the collection of the fine. The chief of police or the chief's designee may waive a civil parking fine when a determination is made that a parking citation has been issued by mistake or in error, or if circumstances existed that prevented the vehicles removal prior to the violation occurring.

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

AYES: Allison, Wasson, Jones, J. Johnson, Lawton, Pearson, s. Johnson, Hudson

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: Allison, Wasson, Jones, J. Johnson, Lawton, Pearson, s. Johnson, Hudson

NAYS:

This ordinance is to be in full force and effect from and after the 1st day of October, 2025.

CITY OF STATESVILLE

Constantine H. Kutteh, Mayor

APPROVED AS TO FORM

Leah Gaines-Messick, City Attorney

ATTEST:

Page ____

Emily Kurfees, City Clerk

Sec. 12-121. Civil penalties.

- (a) *Imposed.* Notwithstanding anything to the contrary the violation of any ordinance restricting, regulating or prohibiting parking shall give rise to a civil penalty only as provided in G.S. § 160A-175(c), and shall be enforced in the nature of a civil claim for relief against the offending party.
- (b) *Collection.* Civil penalties may be recovered by the city in a civil action in the nature of a debt, or may be collected in such other amounts as prescribed within the prescribed time following the issuance of notice or citation of the violation.
- (c) *Notice to be affixed.* Whenever a member of the police department of the city or any other person charged by ordinance with the enforcement of the provisions of this article regulating the parking of vehicles shall find that any of those provisions are being, or have been, violated by the owner or operator of any vehicle, such officer or person shall notify the owner or operator of the vehicle of the violation by conspicuously attaching to the vehicle a parking violation notice or citation in such form as set out below.
- (d) *Contents of notice.* Such parking violation notice or citation shall among other things, state upon its face that the fine for the parking violation is fifteen dollars (\$15.00) if paid within fourteen (14) days after the violation; forty dollars (\$40.00) if paid more than fourteen (14) days after the violation. Once a vehicle has received three parking violations and each has not been paid within thirty (30) days, the Statesville Police Department will install a vehicle immobilization device (boot) on the vehicle. If the fines are not paid within twenty-four (24) hours after installing the vehicle immobilization device, the vehicle will be towed at the owner's expense; the violator may be taxed with court costs should it become necessary to file a civil action to collect the fine. The notice or citation shall further provide that the fine may be paid by mailing the citation and the money for the stated fine to P.O. Box 1111, Statesville, NC 28687, by making direct payment in the collection area of the Statesville City Office Building at 301 South Center Street, Statesville, NC, or by making a payment online at statesvillenc.rmca.com. The fine stated in the notice or citation must either be paid within the stated time or cleared by the appropriate supervisor within the Statesville Police Department within five (5) days of the issuance of the citation. The notice or citation shall further state that if the parking violation citation is not paid or cleared as set forth above within fourteen (14) days, a civil action may be filed by the city in court for the collection of the fine. The chief of police or the chief's designee may waive a civil parking fine when a determination is made that a parking citation has been issued by mistake or in error, or if circumstances existed that prevented the vehicles removal prior to the violation occurring.
- (e) *Settlement of claims.* The account clerks of the city finance department are authorized to accept payments in full and final settlement of the claim or claims, right or rights of action which the city may have to enforce such penalty by civil action in the nature of debt. Acceptance of a penalty shall be deemed a full and final release of any and all claims, or right of action arising out of contended violations, except as set forth below.
- (f) *Penalties.* The penalties for violations of this section shall continue as presently existing, until amended. However, additional penalties may be charged as mentioned above and below.
- (g) *Additional penalties.* Additional penalties in the amounts of twenty-five dollars (\$25.00) and fifty dollars (\$50.00) may be applied as described in section 12-121(d) in those cases in which fines were not paid within the prescribed periods, or in which a civil action shall have been instituted but payment is made before a case comes to trial.
- (h) *Other remedies.* Nothing herein is intended nor shall be construed to provide that the violation of any ordinance regulating the parking of vehicles upon the public streets cannot be enforced by towing away any illegally parked vehicles.
- (i) *Deposit in general fund.* All penalties paid to the parking violations bureau or as may be recovered in a civil action in the nature of debt as herein prescribed shall be paid into the general fund of the city at such time and under such regulations as may be prescribed by the finance director.

(Code 1959, § 13-266.1; Ord. No. 76-91, 11-18-91; Ord. No. 29-03, 8-4-03; Ord. No. 09-13, 5-6-2013; Ord. No. 38-21, 8-16-2021)

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: David Onley Police Chief

DATE: 9/26/2025 8:11 AM

ACTION NEEDED ON: October 6, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving an amended ordinance and the removal of prohibited acts located in Sec. 21-34 of the Solicitor Ordinance.

1. Summary of Information:

A recent review of the Statesville City Ordinance regulating soliciting and panhandling by the Police Attorney and City Attorney identified prohibited acts requiring removal. Existing court decisions have defined some prohibited activities related to panhandling as protected speech. Based on these existing court decisions several prohibited acts in the ordinance required removal or editing.

2. Previous Council or Relevant Actions:

Statesville City Council recently approved the permit requirements for solicitation on private residential properties within the city limits of Statesville. The amended portions of this ordinance were approved by a previous council when the panhandling ordinance was established.

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:

Operating within current legal guidelines ensures quality police services for the city.

4. Budget/Funding Implications:

None

5. Consequences for Not Acting:

Current prohibited acts outlined in the ordinance are not legal based on current case law thus opening the city to future civil litigation.

6. Department Recommendation:

Staff recommends approval of the amendments to prohibited acts outlined in Section 21-34 of the Statesville City Ordinance.

7. Manager Comments:

Concur with the department recommendation.

8. Next Steps:

Amendments to ordinances require second reading.

9. Attachments:

1. UPDATED Statesville Begging panhandling or soliciting contributions
2. Amended Ordinance for Soliciting Permits

Sec. 21-25. Begging, panhandling, or soliciting contributions.

This article is adopted pursuant to the authority granted to the City of Stateville in North Carolina General Statutes 160A-178 and 160A-179 for the purpose of regulating begging or otherwise canvassing the public for contributions for the private benefit of the solicitor or any other person, as well as regulating, restricting or prohibiting the solicitation of contributions from the public as it pertains to business activities of itinerant merchants, salesmen, promoters, and peddlers.

Sec. 21-26. Definitions.

The following words, terms, and phrases shall have the meaning ascribed to them in this section, except in instances where the context clearly indicates a different meaning.

- (a) *To beg, panhandle, or solicit contributions* shall be defined to include, without limitation, the spoken, written, or printed word or such other acts as are conducted in furtherance of the purpose of obtaining monetary contributions for the private benefit of the solicitor or any other person;
- (b) The term "solicitor," whether a resident of the city or not, means any individual traveling by foot, wagon, motor vehicle, or any other type of conveyance from place to place, from house to house or from street to street, taking or attempting to take orders for the sale of goods, wares, merchandise or personal property of any nature whatsoever, including, without limitation, intangible personal property, stocks, bonds, investment participation shares and product promotions for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or whether he is collecting advance payments on such sales or not. The definition of the term "solicitor" shall not apply to, and this article shall not apply to, the following persons:
 - (1) Those who solicit orders solely to industrial, commercial or professional establishments within the city.
 - (2) Those soliciting for schools or approved educational, religious or charitable organizations, when the entire proceeds from any such solicitation goes to the fund of some approved educational or charitable organization that has a base permanently located in the city or county.
- (c) The term "peddler" means a person, whether a resident of the city, or not, traveling by foot, motor vehicle, or any other type of conveyances, from place to place, from house to house, or from street to street, carrying, conveying, or transporting any goods, wares, or merchandise of any kind, offering and exposing them for sale, or making sales and delivering articles to purchasers, or who, without traveling from place to place, sells the same for sale from a wagon, motor vehicle, or other vehicle or conveyance. The definition of the term "peddler" shall not apply to, and this article shall not apply to, the following persons:
 - (1) Those who solicit orders solely to industrial, commercial or professional establishments within the city.
 - (2) Those soliciting for schools or educational, religious or charitable organizations, when the entire proceeds from any such solicitation goes to the fund of some approved educational or charitable organization that has a base permanently located in the city or county.
 - (3) Those persons operating a mobile food truck within the rules and guidelines, if any, of related city policy.

- (d) The term "panhandler" means a beggar or charitable solicitor who attempts to solicit contributions for their own personal gain including, but not limited to, obtaining alms or contributions of money, food, or clothing for the use of oneself or others through use of spoken, written, or printed words, signs, body gestures or other acts.
- (e) *Accosting another person* shall be defined as approaching or speaking to someone in such a manner as would cause a reasonable person to fear imminent bodily harm or the commission of criminal act or damage to property in his immediate possession;
- (f) *Intimidate another person* shall be defined as acting in such a way as would cause a reasonable person to fear bodily harm and therefore to do something he or she would not otherwise have done;
- (g) *Forcing oneself upon the company of another person* shall be defined as:
 - (1) Continuing to request or solicit contributions in close proximity to an individual who has made a negative response by verbal or physical signs or by attempting to leave the presence of the person soliciting, or by other negative indication;
 - (2) Blocking the passage of the person addressed or otherwise engaging in conduct that could reasonably be construed as intending to force a person to comply to a solicitation; or
 - (3) Otherwise engaging in conduct which reasonably could be understood as intended to force a person to accede to demands.
- (h) *Public place* shall be defined as a place where a governmental entity has title and/or to which the public has access, including, but not limited to, streets, highways, and roadways (including the shoulders and medians), sidewalks, alleys, parking lots, restaurants, schools, parks and playgrounds, and other public property, as well as city-owned and city-controlled property and private property open to the public unless permission to solicit has been obtained from the town or from the property owner or other person in authority.
- (i) *Vocal appeal* shall be defined as begging, panhandling, or solicitation of contributions by spoken word or other verbal request.
- (j) *Direct written appeal* shall be defined as begging, panhandling, or solicitation by handing to a person or attempting to hand to a person a written solicitation for immediate contributions.
- (k) *Prohibited time period* shall be defined as 7:00pm to 10:00am on Monday through Saturday and all day on Sunday.

Sec. 21-27 Permit required.

- (a) All peddlers and solicitors must submit an application to the police department pursuant to this article.
- (b) It shall be unlawful for any solicitor and/or peddler to engage in such business within the corporate limits of the city without first obtaining a permit pursuant to this article.
- (c) It shall be unlawful for a solicitor and/or peddler to fail to display the permit or badge issued under the provisions of this article while soliciting or peddling.
- (d) A violation of this section shall be a misdemeanor as provided by G.S. 14-4(a).

Sec. 21-28. Application for permit.

- (a) Fifteen days prior to the desired start date, every solicitor and/or peddler under this article must file a sworn application for a permit, with the chief of police, in writing, on a form to be furnished by the chief of police or his designee, which shall give the following information:
 - (1) The full name, date of birth, permanent address, phone number, and job title of the applicant.
 - (2) A physical description of the applicant including height, weight, and eye and hair color.
 - (3) A brief description of the nature of the business and the goods or services to be sold.
 - (4) If employed or acting as an agent, the name, telephone number and address of the employer or principal, together with credentials establishing the exact relationship.
 - (5) The place where the goods or services are proposed to be sold or orders taken for the sale thereof, where such articles are manufactured or produced, where such goods or products are located at the time such application is filed and the proposed method of delivery.
 - (6) A list of all misdemeanor and felony charges and arrests including the approximate dates of the charges and arrest and the city/state of such charges and arrest.
 - (7) A copy of a valid driver's license, state identification card, passport or military identification. If the picture identification is impractical, the applicant shall provide other documentation that reasonably establishes identity.
 - (8) If the applicant is an employer or principal, a separate application shall be submitted for each person who will be soliciting and/or peddling. A separate permit will be processed for each.
 - (9) Descriptions of any vehicles being used and registration plates of said vehicles.
- (b) At the time of filing the application, a fee of fifty (50) dollars, shall be paid to the City of Statesville's collection clerk located at 301 S. Center St., Statesville, NC, to cover the cost of issuing the permit.
- (c) The chief of police or his designee, within 15 days of the application and payment of the prescribed fee, will either approve or deny the application.

Sec. 21-29. Application approval and requirements thereof.

Upon approval of the application and payment of the prescribed fee, the chief of police or his designee shall deliver to the applicant the following:

- (a) A permit or ID badge containing the signature of the chief of police or his designee, the name, address and photograph of the licensee, the class of license issued ("licensed solicitor" or "licensed peddler"), the date of issuance of the permit, and the length of time the permit shall be in effect.
- (b) The permit or ID badge must be displayed in accordance with section 21-27(c).
- (c) Any person authorized by permit to engage in soliciting or peddling shall at all times carry the issued permit in his or her possession when he or she is engaged in the permitted acts. In addition, a permittee shall display his or her permit when requested to do so by any prospective customer or law enforcement officer.
- (d) It shall be unlawful for any person to alter or falsify a permit issued under this section and/or for any person other than the permittee to use a permit issued under this section.
- (e) A violation of this section shall be a misdemeanor as provided by G.S. 14-4(a).

Sec. 21-30. Permit duration and renewal.

- (a) All permits issued shall expire one (1) year from the date of issuance, unless the applicant requests permission to do business for a lesser period, in which case, the permit shall be valid for such period.
- (b) Any permit issued under the provisions of this article may be renewed by the holder of the permit, upon application in writing to the chief of police, upon a form to be furnished by the chief of police, which shall contain the information required by section 21-28.
- (c) At the time of filing the renewal application under this section, the applicant shall pay a fee according to the city council approved fee schedule.

Sec. 21-31. Not an endorsement to city.

It shall be unlawful for any permittee, or for any agent, employee or representative thereof, to advertise, represent or hold out in any manner the permit required by this article is an endorsement of the holder thereof by the governing body of the city, or any employee thereof, or by the city.

Sec. 21-32. Denial; revocation.

- (a) *Denial.* In the event the chief of police or his designee denies the application, the applicant shall be notified in writing as to the reason for denial.
- (b) *Revocation.* The chief of police or his designee shall have the authority to revoke any previously issued solicitors and/or peddlers permit.
 - (1) The permittee shall be notified in writing as to the reason of the revocation.
 - (2) The revocation shall become effective immediately upon receipt of the notification.
 - (3) Upon revocation, the issued permit must immediately be surrendered to the chief of police or his designee.
 - (4) The permittee shall not conduct solicitation and/or peddling pending determination of the appeal.
- (c) The chief of police or his designee may deny an application or revoke any previously issued permit for the following:
 - (1) The application is incomplete;
 - (2) The application fee has not been paid;
 - (3) The application contains false or misleading statements or omission of information;
 - (4) The applicant has committed prior ordinance violations pertaining to solicitors and peddlers;
 - (5) The applicant has been convicted of a misdemeanor involving larceny, fraud, forgery, sale of counterfeit goods and/or breaking and entering;
 - (6) The applicant has been convicted of a felony; or
 - (7) Any other reasonable evidence that the applicant would pose a substantial threat to the public health, safety, morals or general welfare of the public.

Sec. 21-33. Appeals.

- (a) Appeals by applicants and/or permittees must be filed with the chief of police in writing within ten days from receipt of notice by the chief of police or his designee of denial of an application and/or revocation of a permit. The chief of police or his designee shall:
 - (1) Within ten days of an appeal hold at least one hearing;
 - (2) Make a determination as to deny, revoke or reinstate a permit;
 - (3) Notify applicant and/or permittee in writing of such determination.
- (b) The applicant and/or permittee may file an appeal of the chief's or his designee's appeal determination to the city manager. The appeal must be within ten days of receipt of notification of the chief's final decision and in writing. The city manager shall review the denial and/or the revocation and the appeal determinations. The city manager will:
 - (1) Reinstate the permit; or
 - (2) Uphold the denial or revocation.
- (c) The city manager will notify the applicant/permittee of his decision in writing. The city manager's decision shall be final.

Sec. 21-34. Prohibited Acts.

- (a) No person shall beg, panhandle, or solicit contributions in a public place in a manner so as to intimidate another person, accost another person, force oneself upon the company of another person, touch someone without their consent and/or use obscene or abusive language towards someone while attempting to panhandle, peddle, or solicit.
- (b) No person shall solicit contributions in a public place by vocal appeal or direct written appeal during the prohibited time period.
- (c) A violation of this section shall be a misdemeanor as provided by G.S. 14-4(a).
- (d) Except as otherwise provided herein, no person shall enter or remain in or upon any private residence or premises within the City, having not been requested or invited by the occupant or occupants thereof, for the purpose of soliciting the immediate or future purchase or sale of goods, merchandise, services, or any other thing of value when a "No Solicitation," "No Trespassing," or similar sign is posted at or near the entrance to such premises. For purposes of this section, "premises" shall include any residential subdivision, mobile home park, or other multi-family development.
 - (1) A violation of this subsection shall be punishable as Second Degree Trespass pursuant to North Carolina General Statute 14-159.13.

Sec. 21-35. Penalties.

Section 21-25 through 21-35 of The Code of the City of Statesville shall be enforced by the Statesville Police Department. Any violation of those sections, with the exception of subsection 21-34(g), shall constitute a Class 3 misdemeanor as provided by G.S. 14-4(a), unless conduct is punishable by any other applicable North Carolina General Statute.

State law reference(s) — City power to regulate solicitation campaigns, flea markets and itinerant merchants, G.S. § 160A-178; City power to regulate begging, G.S. § 160A-179; Violation of local ordinances misdemeanor, G.S. § 14-4; Second Degree Trespass, G.S. § 14-159.13.

ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 21 STREETS AND SIDEWALKS ARTICLE I

TA__-__

WHEREAS, The Statesville Police Department is requesting amendments to the text of the Code of the City of Statesville, addressing Chapter 21 Streets and Sidewalks, Article I;

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

Amend Section 21-34 as follows:**Sec. 21-34. Prohibited Acts.**

- (a) No person shall beg, panhandle, or solicit contributions in a public place in a manner so as to intimidate another person, accost another person, force oneself upon the company of another person, touch someone without their consent and/or use obscene or abusive language towards someone while attempting to panhandle, peddle, or solicit.
- ~~(b) No person shall beg, panhandle or solicit contributions from another person within fifty (50) feet of an entrance or exit of any bank or financial institution or within fifty (50) feet of any automated teller machine.~~
- ~~(c) No person shall stand, sit, or loiter in or on any street or highway, including the shoulders or median strip, or right of way of any such street or highway, but excluding sidewalks, while soliciting or attempting to solicit any employment, business, or contributions from the driver or occupants of any vehicle.~~
- (d) No person shall ~~beg, panhandle, or~~ solicit contributions in a public place by vocal appeal or direct written appeal during the prohibited time period.
- ~~(e) It shall be unlawful for any person to solicit, peddle, or panhandle at the following locations and/or under the following circumstances:~~
 - ~~(1) At any permitted outdoor dining area or outdoor merchandise area, provided such areas are in active use at the time;~~
 - ~~(2) At any transit stop or taxi stand, or in a public transit vehicle;~~
 - ~~(3) While the person being solicited is standing in line waiting to be admitted to a commercial establishment;~~
 - ~~(4) On private property, unless the person has written permission from the owner of the property to beg or solicit alms on the property;~~
 - ~~(5) While under the influence of alcohol or after having illegally used any controlled substance as defined in the North Carolina Controlled Substance Act;~~
 - ~~(6) Within 20 feet of any crosswalk;~~

~~(7) In a school zone during the time of arrival of students at the beginning of the school day and/or during the time of the departure of students at the end of the school day;~~

~~(8) Within 20 feet of the entrance or exit of any parking deck, garage, or surface parking lot;~~

~~(9) Within 50 feet of any city-owned or -operated building or facility.~~

- (f) A violation of this section shall be a misdemeanor as provided by G.S. 14-4(a).
- (g) Except as otherwise provided herein, no person shall enter or remain in or upon any private residence or premises within the City, having not been requested or invited by the occupant or occupants thereof, for the purpose of soliciting the immediate or future purchase or sale of goods, merchandise, services, or any other thing of value when a "No Solicitation," "No Trespassing," or similar sign is posted at or near the entrance to such premises. For purposes of this section, "premises" shall include any residential subdivision, mobile home park, or other multi-family development.
- (1) A violation of this subsection shall be punishable as Second Degree Trespass pursuant to North Carolina General Statute 14-159.13.

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

AYES: Allison, Wasson, Jones, J. Johnson, Lawton, Pearson, s. Johnson, Hudson

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: Allison, Wasson, Jones, J. Johnson, Lawton, Pearson, s. Johnson, Hudson

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

Leah Gaines-Messick, City Attorney

ATTEST:

Page ____

Emily Kurfees, City Clerk

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Kirkendall, Senior Planner
DATE: 9/29/2025 12:19 PM

ACTION NEEDED ON: October 6, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider passing a resolution fixing a date of October 20, 2025, for a public hearing for the petition of annexation a petition of annexation, AX25-05 407 and 417 Central Drive.

1. Summary of Information:

Mr. Phil Barry, on behalf of the property owner, Palmetto Haven Holdings, is requesting annexation for these two properties. These properties are approximately 1.14 acres located at 407 and 417 Central Drive (see Location Map, Aerial Photo and Site Photo). These parcels are located within the City's ETJ and are adjacent to the City Limits. These parcels are zoned R-20 (Suburban Residential) Zoning District and rezoning is not required. The applicant requests voluntary annexation to utilize City sewer (see current zoning and utilities map).

2. Previous Council or Relevant Actions:

City Council passed this resolution at the previous meeting; however, the required public notice for the newspaper was not placed in time. We are legally required to have the resolution approved again with the updated date of the public hearing.

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 properties are in the Tier 1 Growth Area of the 2045 Land Development Plan, in the ETJ, and are adjacent to city limits.

4. Budget/Funding Implications:

The current tax value of the parcels is \$12,000, the tax value at full buildout is still to be determined. City of Statesville sewer is available and Statesville Public Power will serve these sites. Water is not available.

5. Consequences for Not Acting:

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

6. Department Recommendation:

The department recommends passing the resolution and setting a date of October 20, 2025, for a public hearing on this annexation request.

7. Manager Comments:

Concur with the department recommendation.

8. Next Steps:

Advertise for the public hearing.

9. Attachments:

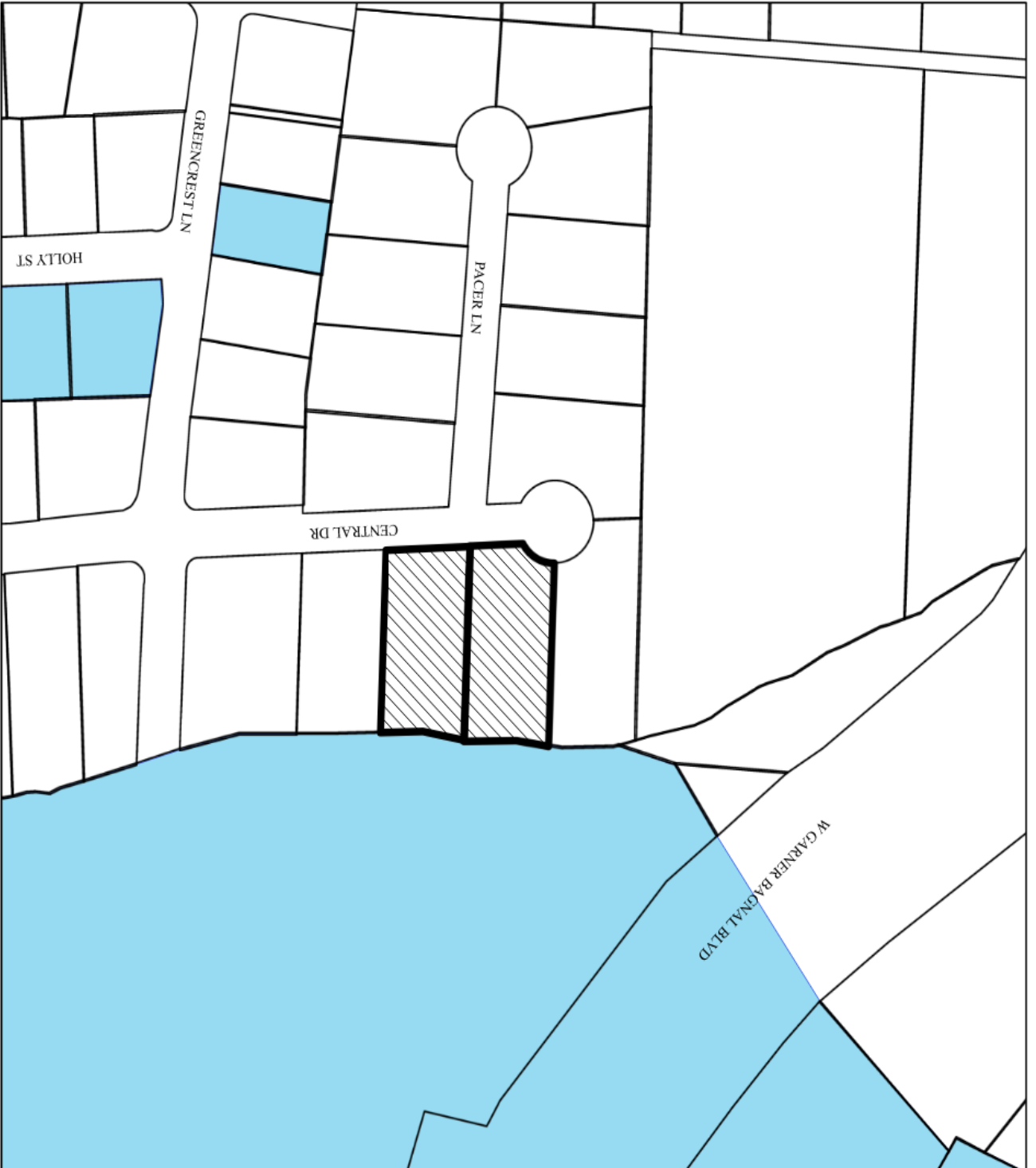
1. Packet Maps AX25-05 407 417 Central Drive
2. Resolution to Set Public Hearing_AX25-05 407 and 417 Central Drive

City of Statesville Planning Department

AX25-05 407 and 417 Central Dr.
4724-76-5654 and 4724-76-5543

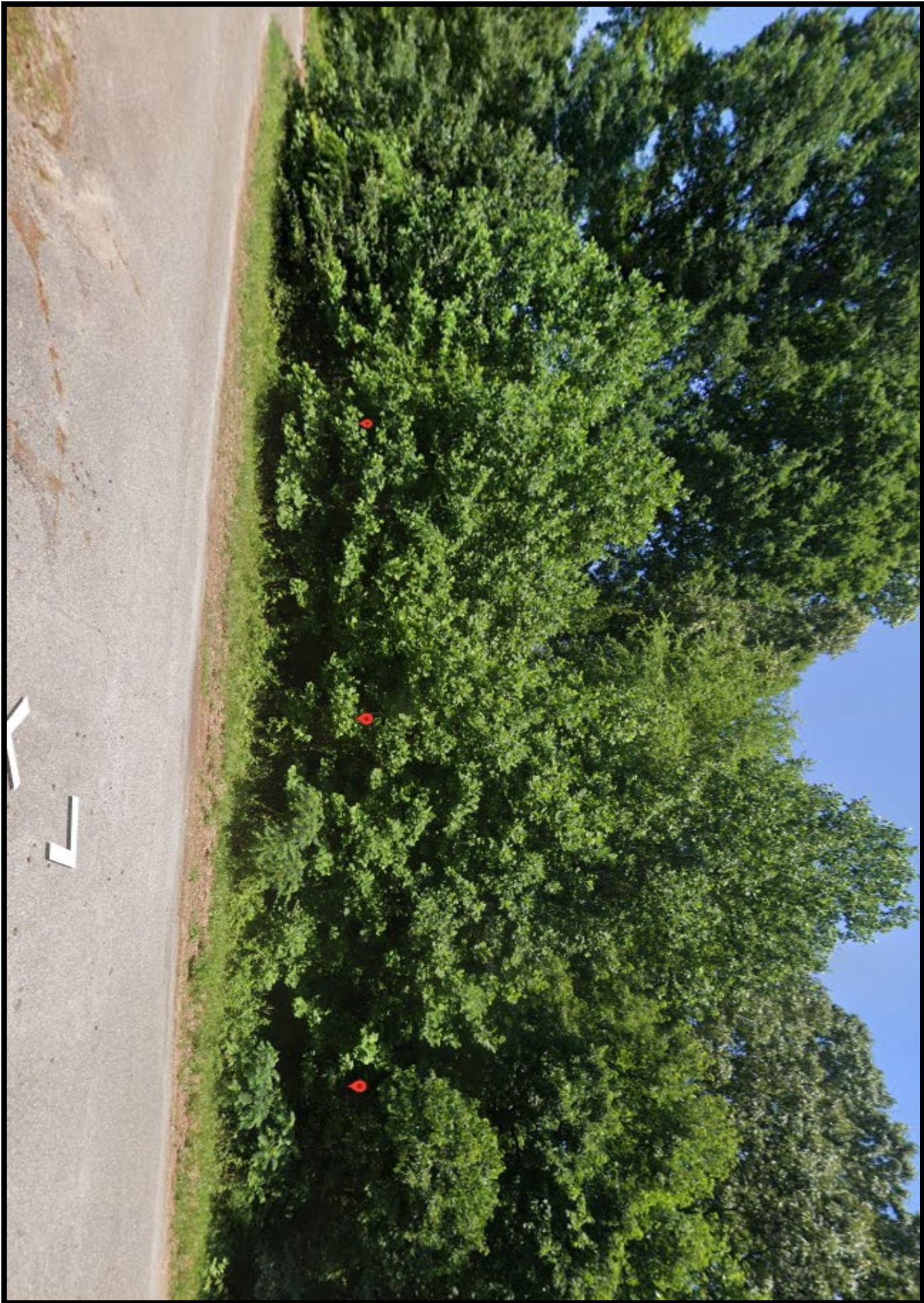


0 1,250 2,500 Feet
1:18,750





Aerial Photo – AX25-05 407 and 417 Central Drive



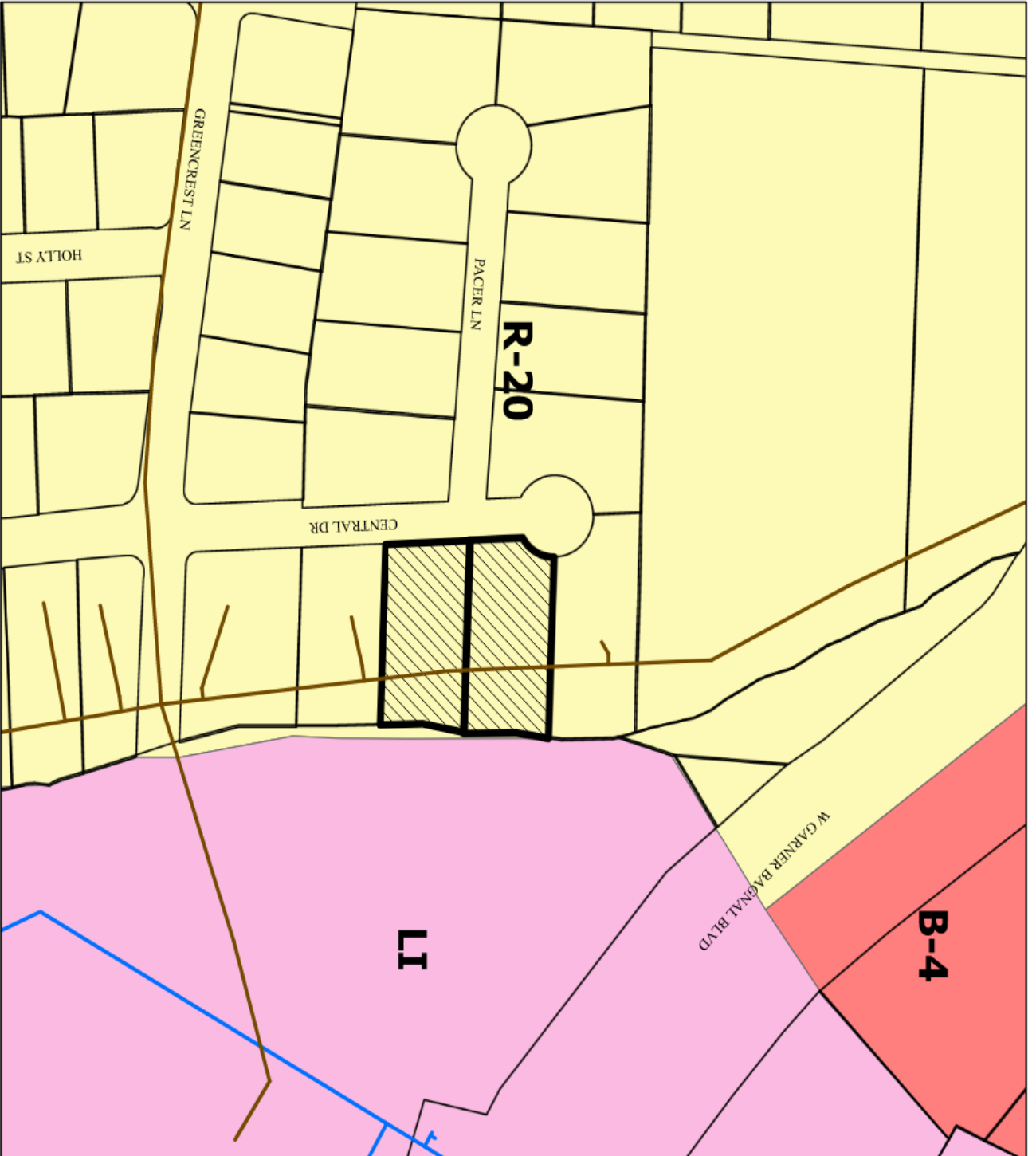
Site Photo – AX25-05 407 and 417 Central Drive

**City of Statesville
Planning Department**

AX25-05 407 and 417 Central Dr.
4724-76-5654 and 4724-76-5543



0 1,250 2,500 Feet
1:18,750



RESOLUTION _____

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

**Case No. AX25-05 407 and 417 Central Drive
Parcel #'s 4724-76-5654 and 4724-76-5543**

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 20th day of October 2025.

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

Lying and being in Statesville outside Township, Iredell County, North Carolina and being all of Lots 10 and 11 Sherrill Estates Phase II recorded in plat book 28 page 47 and being more particularly described as follows:

Beginning at a point located on the eastern right-of-way of Central Drive; point being the common corner of Lot 11 and 12 Sherrill Estates Phase II (recorded in plat book 28 page 47); thence with said right-of-way three (3) calls as follows: 1) N. 01-13-28 W. 110.00' to a point 2) N. 01-13-28 W. 68.56' to a point 3) with a circular curve to the left having a radius of 50.00' and an arc length of 48.63' (chord bearing N. 30-54-15 E. 46.74' to a point; thence with the common line of Lot 9 S. 86-57-24 E. 205.30' to a point; thence with the common line of GCM Holdings LLC property (recorded in deed book 2433 page 2265) three (3) calls as follows: 1) S. 01-39-09 E. 110.06 to a point 2) S. 01-39-09 E. 29.72' to a point 3) S. 05-56-37 W. 80.18' to a point; thence with the common line of Lot 12 N. 86-57-24 W. 221.24' to the Point and Place of Beginning containing 1.13 acres more or less according to a survey by Don Allen & Associates PA dated February 12, 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 6th day of October 2025.

CITY OF STATESVILLE

By: _____
Mayor

ATTEST:

City Clerk

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Kirkendall, Senior Planner
DATE: 9/29/2025 11:23 AM

ACTION NEEDED ON: October 6, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider passing a resolution fixing a date of October 20, 2025, for a public hearing for the petition of annexation AX25-08 Compass Data Centers for parcels along Stamey Farm Road and Hickory Hwy.

1. Summary of Information:

These properties are approximately 350 acres that are located along Stamey Farm Road and Hickory Highway (see Location Map, Aerial Photo and Site Photo). These parcels are currently requesting rezoning to LI CZ (Light Industrial Conditional Zoning) District, and if approved, will need to be annexed. The applicant requests voluntary annexation to utilize City sewer (see current zoning and utilities map).

2. Previous Council or Relevant Actions:

City Council will hear the public hearing and consider passing the first reading of the conditional rezoning (ZC25-13) on this meeting's agenda, contingent upon annexation (see Concept Plan).

City Council passed this resolution at the previous meeting; however, the required public notice for the newspaper was not placed in time. We are legally required to have the resolution approved again with the updated date of the public hearing.

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

These properties are in the Tier 2 Growth Area and the Airport/ I-40 Focus Area of the 2045 Land Development Plan.

4. Budget/Funding Implications:

The current tax value of the parcels is \$1,120,000. City of Statesville sewer is available, the estimated value at full buildout is \$100,000,000.

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 inside rate with City Council approval.

6. Department Recommendation:

The department recommends passing the resolutions to set a date of October 20, 2025, for a public hearing on this annexation request.

7. Manager Comments:

Recommend for approval.

8. Next Steps:

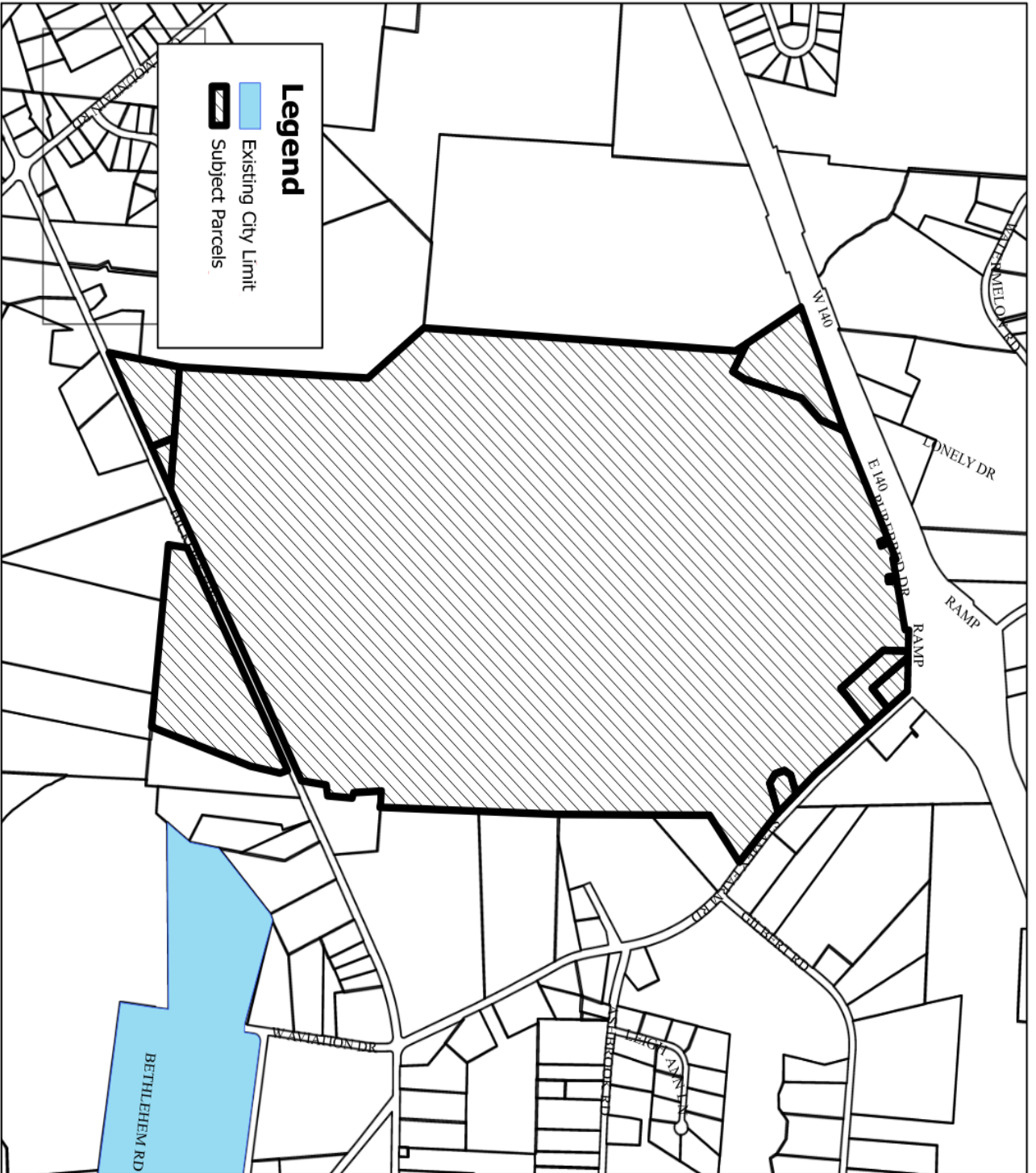
Advertise for the public hearing.

9. Attachments:

1. Packet Maps AX25-08 Compass Data Centers
2. Concept Plan_2025.08.18 Compass Revised
3. Resolution to Set Public Hearing_AX25-08 Compass Data Centers

City of Statesville Planning Department

AX25-08 Compass Data Centers
 Stamey Farm Road
 4713-29-5198, 4713-39-0218,
 4714-23-3766, 4714-53-2608,
 4714-34-8407, 4714-44-4518,
 4714-44-5207, and portion of
 4714-31-8718



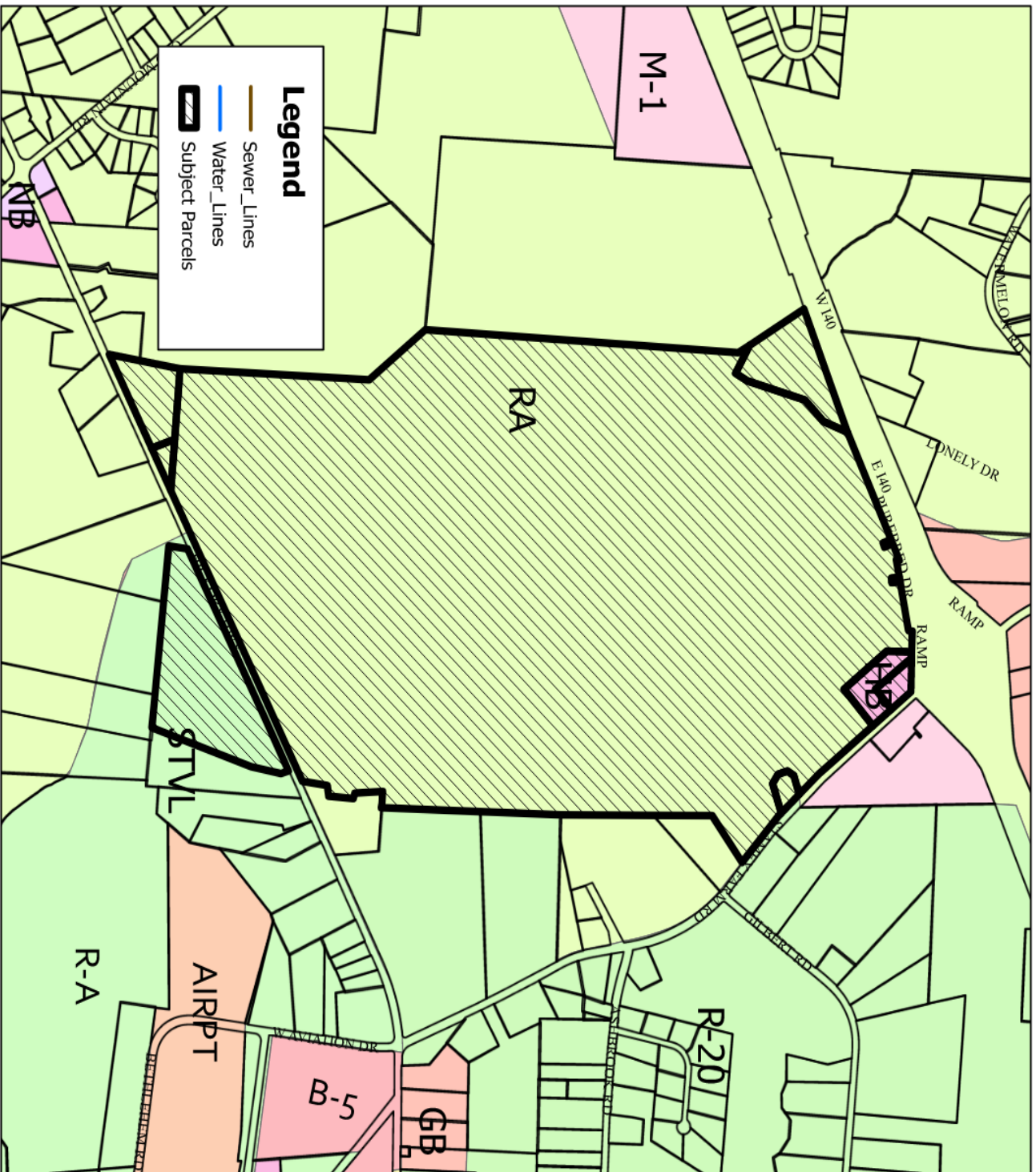
Location Map – AX25-08 Compass Data Centers

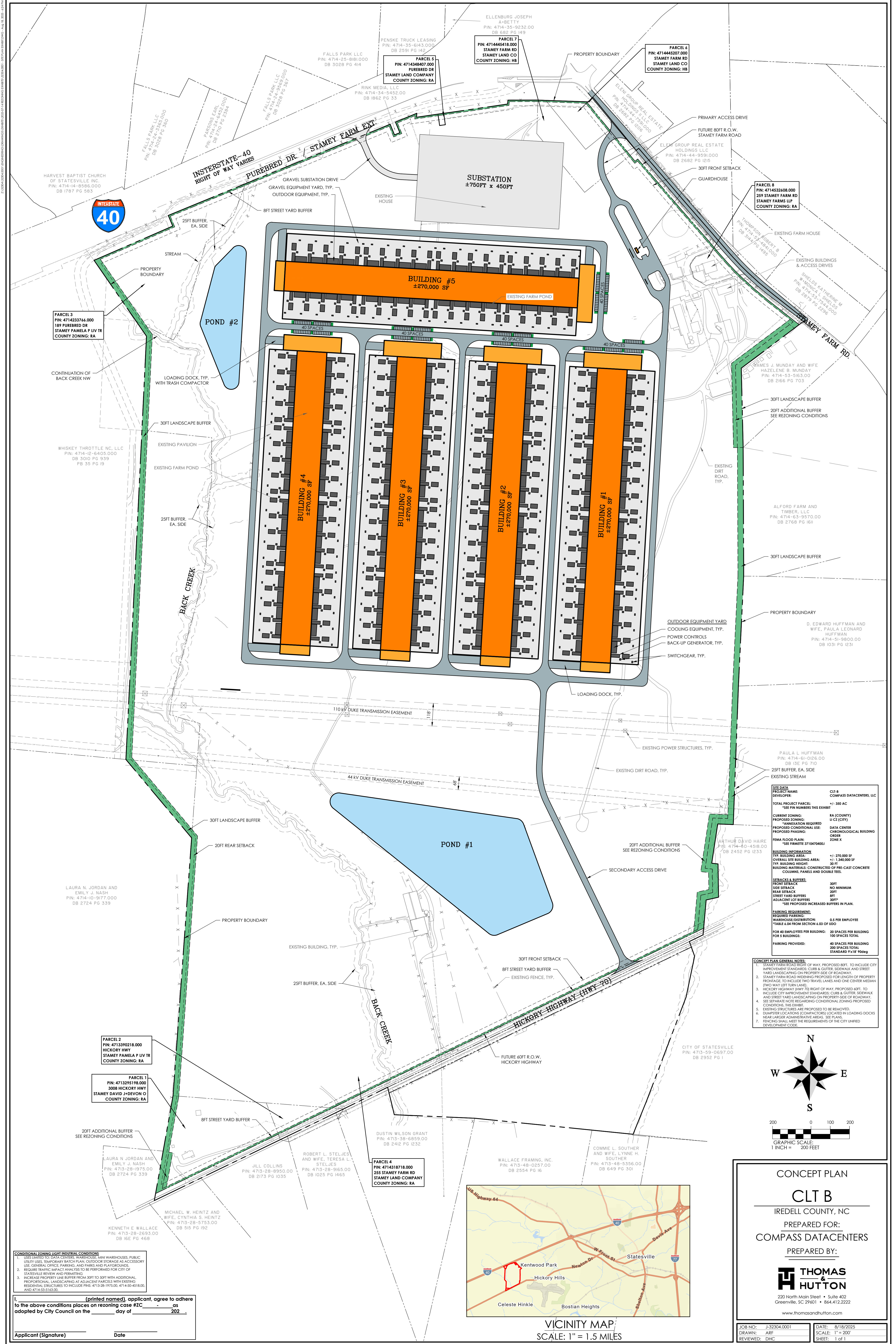


Site Photo – AX25-08 Compass Data Centers

City of Statesville Planning Department

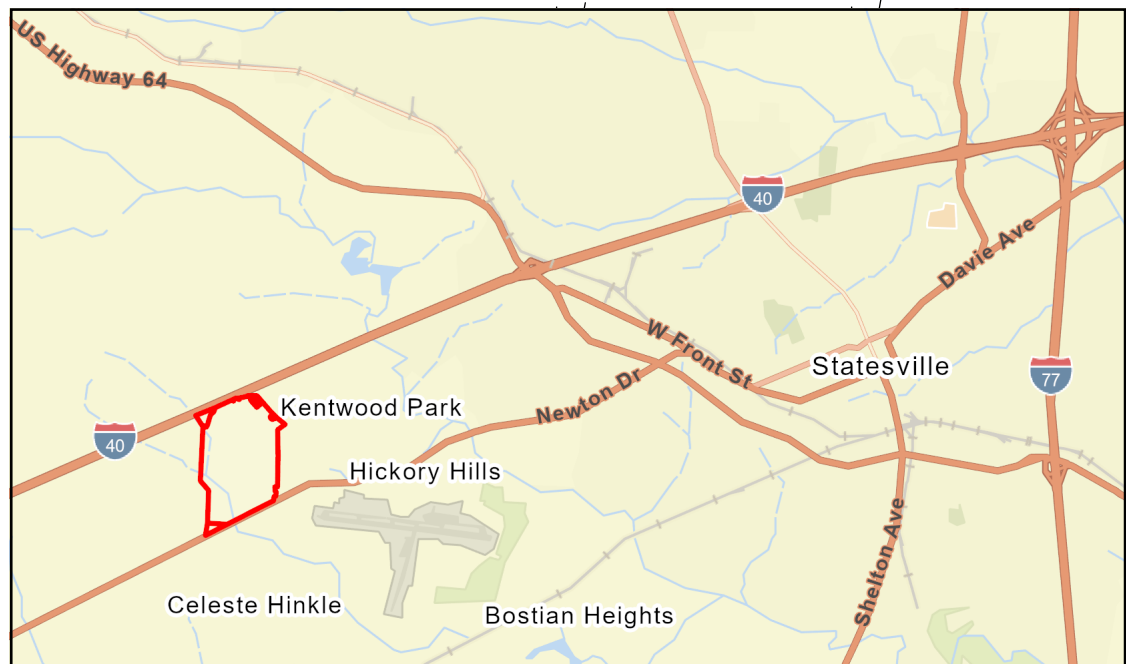
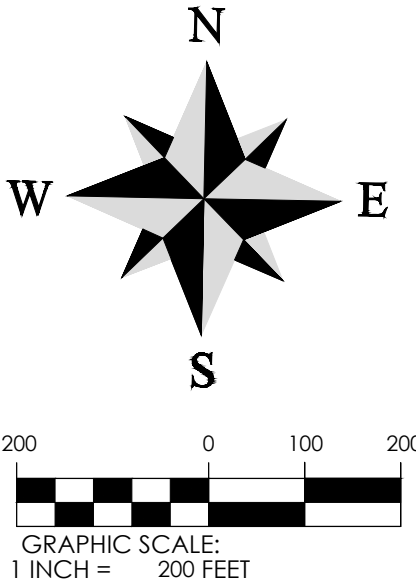
AX25-08 Compass Data Centers
 Stanley Farm Road
 4713-29-5198, 4713-39-0218,
 4714-23-3766, 4714-53-2608,
 4714-34-8407, 4714-44-4518,
 4714-44-5207, and portion of
 4714-31-8718





SITE DATA	CLT-B
PROJECT NAME:	COMPASS DATACENTERS, LLC
TOTAL PROJECT PARCEL:	± 350 AC
CURRENT ZONING:	RA (COUNTY)
PROPOSED ZONING:	LI C2 (CITY)
PROPOSED CONDITIONAL USE:	DATA CENTER
PROPOSED PHASING:	CHRONOLOGICAL BUILDING ORDER
FEMA FLOOD PLAIN:	ZONE X
BUILDING INFORMATION:	
TYP. BUILDING AREA:	± 270,000 SF
OVERALL SITE BUILDING AREA:	± 1,340,000 SF
TYP. BUILDING HEIGHT:	30 FT
BUILDING MATERIALS:	CONSTRUCTED OF PRE-CAST CONCRETE COLUMNS, PANELS AND DOUBLE TEES.
SETBACKS & BUFFERS:	
FRONT SETBACK:	30FT
REAR SETBACK:	NO MINIMUM
STREET YARD BUFFERS:	8FT
ADJACENT LOT BUFFERS:	30FT
PARKING REQUIREMENT:	SEE PROPOSED INCREASED BUFFERS IN PLAN.
REQUIRED PARKING:	0.5 PER EMPLOYEE
WAREHOUSE DISTRIBUTION:	TABLE 6.04 FROM SECTION 6.03 OF UDO
FOR 40 EMPLOYEES PER BUILDING:	20 SPACES PER BUILDING
FOR 5 BUILDINGS:	100 SPACES TOTAL
PARKING PROVIDED:	40 SPACES PER BUILDING 200 SPACES TOTAL STANDARD PAVEMENT

- CONCEPT PLAN GENERAL NOTES:**
- STAMEY FARM ROAD RIGHT OF WAY PROPOSED 80FT. TO INCLUDE CITY IMPROVEMENT STANDARDS, CURB & GUTTER, SIDEWALK AND STREET YARD LANDSCAPING ON PROPERTY SIDE OF ROADWAY.
 - STAMEY FARM ROAD WIDENING PROPOSED FOR LENGTH OF PROPERTY FRONTAGE, TO INCLUDE TWO TRAVEL LANES AND ONE CENTER MEDIAN (TWO WAY LEFT TURN LANE).
 - HICKORY HIGHWAY (HWY 70) RIGHT OF WAY PROPOSED 60FT. TO INCLUDE CITY IMPROVEMENT STANDARDS, CURB & GUTTER, SIDEWALK AND STREET YARD LANDSCAPING ON PROPERTY SIDE OF ROADWAY.
 - SEE SEPARATE NOTE REGARDING CONDITIONAL ZONING PROPOSED CONDITIONS, THIS EXHIBIT.
 - EXISTING STRUCTURES ARE PROPOSED TO BE REMOVED.
 - QUARTER LOCATIONS (COMPARTMENTS) LOCATED IN LOADING DOCKS NEAR LARGER ADMINISTRATIVE AREAS. SEE PLANS.
 - FENCING SHALL MEET THE REQUIREMENTS OF THE CITY LIMITED DEVELOPMENT CODE.



CONCEPT PLAN
CLT B
IREDELL COUNTY, NC
PREPARED FOR:
COMPASS DATACENTERS
PREPARED BY:



220 North Main Street • Suite 402
Greenville, SC 29601 • 864.412.2222
www.thomasandhutton.com

JOB NO:	J-32304.0001	DATE:	8/18/2025
DRAWN:	ARF	SCALE:	1" = 200'
REVIEWED:	DHC	SHEET:	1 of 1

- CONDITIONAL ZONING LIGHT INDUSTRIAL CONDITIONS**
- USES LIMITED TO: DATA CENTERS, WAREHOUSE, MINI WAREHOUSES, PUBLIC UTILITY USES, TEMPORARY BATCH PLANT, OUTDOOR STORAGE AS ACCESSORY USE, GENERAL OFFICE, PARKING, AND PARKS AND PLAYGROUNDS.
 - REQUIRE TRAFFIC IMPACT ANALYSIS TO BE PERFORMED FOR CITY OF STATESVILLE REVIEW AND PERMITTING.
 - INCREASE PROPERTY LINE BUFFER FROM 30FT TO 30FT WITH ADDITIONAL PROPORTIONAL LANDSCAPING AT ADJACENT PARCELS WITH EXISTING RESIDENTIAL STRUCTURES TO INCLUDE: PINS: 4713-28-1975.00, 4714-30-4518.00, AND 4714-33-3162.00.

(printed name), applicant, agree to adhere to the above conditions places on rezoning case #2C as adopted by City Council on the _____ day of _____, 202_.

Applicant (Signature) _____ Date _____

RESOLUTION _____

**RESOLUTION FIXING THE DATE OF A PUBLIC HEARING ON THE QUESTION OF
ANNEXATION PURSUANT TO G.S. 160A-58**

Case No. AX25-08 Compass Data Centers

Parcel #'s 4713-29-5198, 4713-39-0218, 4714-23-3766, 4714-34-8407, 4714-44-5207, 4714-44-5418, 4714-53-2608, and a portion of 4714-31-8718

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 non-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 20th day of October 2025.

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

Parcel 1 – PIN 4713295198.000

BEGINNING AT AN IRON STAKE, GANT'S CORNER, AND RUNS SOUTH 5 DEGREES WEST 31 1/2 POLES TO A STAKE IN THE CENTER OF #10 HIGHWAY, NOW NASH'S CORNER; THENCE WITH THE CENTER OF SAID ROAD, NORTH 66 DEGREES EAST 62 POLES TO THE CENTER OF SAID ROAD, GANT'S LINE; THENCE WITH HER LINE NORTH 85 DEGREES WEST 52 1/2 POLES TO BEGINNING, CONTAINING 4 8/10 ACRES, MORE OR LESS.

LESS AND EXCEPT THAT PORTION OF THE PROPERTY CONVEYED IN DEED BOOK 683, PAGE 312.

Parcel 2 – PIN 4713390218.000

BEGINNING AT A POINT LOCATED IN THE CENTER OF U.S. HIGHWAY 64-70, COMMON CORNER OF HOWARD STAMEY AND EWALL A. STEVENSON, THENCE WITH THE CENTER OF U.S. HIGHWAY 64-70 SOUTH 64 DEG. 29 MIN. WEST 367.11 FEET TO A POINT, SAID POINT LOCATED NORTH 64 DEG. 29 MIN. EAST 52.5 FEET FROM A CULVERT RUNNING UNDER U.S. HIGHWAY 64-70, THENCE WITH THE NEW LINE OF STEVENSON NORTH 20 DEG. 26 MIN 18 SEC. WEST 204.62 FEET TO AN IRON PIN, HOWARD STAMEY'S LINE, THENCE WITH STANLEY'S LINE SOUTH 85 DEG. 13 MIN 54 SEC. EAST 404.16 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 0.859 ACRES, MORE OR LESS, ALL IN ACCORDANCE WITH A SURVEY BY R. B. KESTLER, JR., REGISTERED SURVEYOR, DATED FEBRUARY 7, 1983.

SUBJECT TO THE EASEMENT AND RIGHT OF WAY OVER THE ABOVE DESCRIBED PROPERTY FROM THE PROPERTY SHOWN ON THE SURVEY ATTACHED TO DEED BOOK 683, PAGE 312 AT THE EWALL A. STEVENSON PROPERTY, BOOK 214, PAGE 162, TO THAT CULVERT LYING BENEATH U. S. HIGHWAY 64-70 AS SHOWN ON THE ATTACHED SURVEY, TO DIG AND MAINTAIN A DITCH FOR THE PURPOSES OF CARRYING OFF SURPLUS WATER OVER THE CONVEYED PREMISES, WHERE WATER WOULD NATURALLY FLOW, PROVIDING SUCH DIGGING AND MAINTENANCE SHALL BE FREE OF COST AND WITHOUT DAMAGE TO THE GRANTEE.

Parcel 3 – PIN 4714233766.000

BEGINNING AT A STAKE AT A GUM TREE, J. F. MOOSE AND MRS. HOWARD GANT'S CORNER, AND RUNS THENCE WITH MRS. GANT'S LINE, SOUTH 84 DEG. EAST 149.5 FEET TO A STAKE ON THE BRANCH; THENCE WITH MRS. GANT'S LINE AND THE BRANCH SOUTH 59 DEG. 10 MIN EAST 217 FEET TO A STAKE ON THE BRANCH; THENCE CONTINUING WITH MRS. GANT'S LINE NORTH 35 DEG. 55 MIN. EAST 103 FEET TO A STAKE ON ANOTHER BRANCH; THENCE WITH SAID BRANCH AND MRS. GANT'S LINE NORTH 19 DEG. 15 MIN. EAST 435 FEET TO A STAKE; THENCE NORTH 50 DEG. EAST 200 FEET TO A STAKE; THENCE NORTH 24 DEG. 30 MIN. EAST 178 FEET TO A STAKE, LACKEY'S CORNER ON THE SOUTH MARGIN OF THE RIGHT OF WAY OF U. S. HIGHWAY NO. 64 NORTH BY-PASS; THENCE WITH SAID HIGHWAY SOUTH 72 DEG. WEST 755.4 FEET TO A STAKE ON J. F. MOOSE'S LINE; THENCE WITH HIS LINE SOUTH 54 DEG. WEST 407.2 FEET TO THE BEGINNING, CONTAINING 6.8 ACRES, MORE OR LESS, ACCORDING TO A SURVEY MADE BY L. B. GRIER, REGISTERED SURVEYOR, AUGUST 3, 1956

Parcel 4 – PIN 4714318718.000

TRACT ONE: BEGINNING AT AN EXISTING IRON PIN, COMMON CORNERS OF DUKE POWER COMPANY AND STAMEY LAND COMPANY AND RUNS FROM THE BEGINNING WITH THE LINES OF STAMEY LAND COMPANY, TWO CALLS AS FOLLOWS: SOUTH 84° 43' 40" EAST 368.73 FEET TO AN EXISTING IRON PIN, AND SOUTH 04° 11' 24" WEST 368.73 FEET TO AN IRON PIN SET, A NEW CORNER OF STEVEN W. NASH, JR., SAID POINT BEING LOCATED NORTH 04° 11' 24" EAST 1,343.69 FEET FROM AN EXISTING IRON PIN MARKING THE COMMON CORNERS OF STAMEY LAND COMPANY AND E. A. STEVENSON; THENCE WITH A NEW LINE OF NASH, NORTH 40° 16' 09" WEST 526.37 FEET TO THE POINT OF BEGINNING, CONTAINING 1.5604 ACRES, MORE OR LESS, ACCORDING TO A MAP BY GERALD V. GRANT AND ASSOCIATES, DATED NOVEMBER 20, 1989.

TRACT TWO: BEGINNING AT AN IRON SET IN THE LINE OF HOWARD STAMEY, WHICH POINT IS LOCATED NORTH 4 DEG. 14' 25" EAST 1,718.02 FEET FROM AN EXISTING IRON MARKING THE COMMON CORNERS OF HOWARD STAMEY AND E.A. STEVENSON, WHICH POINT IS ALSO ON THE SOUTHERN MARGIN OF THE RIGHT OF WAY OF A DUKE POWER TRANSMISSION LINE RIGHT-OF-WAY, AND RUNS FROM THE BEGINNING WITH THE SOUTHERN MARGIN OF SAID TRANSMISSION LINE RIGHT-OF-WAY, NORTH 84 DEG. 40' 57" WEST 939.45 FEET TO AN EXISTING IRON ON THE LINE OF HOWARD STAMEY AS DESCRIBED IN DEED BOOK 694, PAGE 490; THENCE WITH THE LINES OF SAID HOWARD STAMEY AS DESCRIBED IN SAID DEED BOOK, TWO (2) CALLS AS FOLLOWS: NORTH 43 DEG. 37' 02" EAST 830.02 FEET TO AN IRON SET, AND NORTH 02 DEG. 51' 01" EAST 1,029.00 FEET TO AN EXISTING STONE, CORNER OF HOWARD STAMEY AS DESCRIBED IN DEED BOOK 694, PAGE 490; THENCE SOUTH 83 DEG. 56' 02" EAST 363.00 FEET TO AN IRON SET ON THE WESTERN SIDE OF A BRANCH OR CREEK, LINE OR CORNER OF

STAMEY LAND COMPANY AS DESCRIBED IN DEED BOOK 694, PAGE 505; THENCE WITH THE LINES OF SAID STAMEY LAND COMPANY AND SAID BRANCH OR CREEK, SIX (6) CALLS AS FOLLOWS: (1) SOUTH 00 DEG. 02' 42" WEST 218.74 FEET, (2) SOUTH 07 DEG. 02' 11" WEST 170.53 FEET, (3) SOUTH 02 DEG. 05' 26" WEST 248.10 FEET, (4) SOUTH 11 DEG. 08' 18" WEST 164.71 FEET, (5) SOUTH 14 DEG. 57' 23" WEST 546.61 FEET, AND (6) SOUTH 07 DEG. 57' 24" WEST 115.50 FEET TO AN IRON SET AT SAID CREEK; THENCE CONTINUING WITH THE LINE OF SAID STAMEY LAND COMPANY, SOUTH 73 DEG. 45' 35" EAST 165.00 FEET TO AN IRON SET; THENCE SOUTH 04 DEG. 14' 25" WEST 220.73 FEET TO THE POINT OF BEGINNING, CONTAINING 17.335 ACRES, MORE OR LESS, ACCORDING TO A MAP PREPARED BY ROBERT J. LACKEY, REGISTERED SURVEYOR, DATED FEBRUARY 2, 1987. SAVE AND EXCEPT, HOWEVER, FROM THE ABOVE-DESCRIBED PREMISES A CERTAIN 4.46 ACRE PORTION DEEDED TO DAVID J. STAMEY BY DEED OF STEPHEN W. NASH, JR. AND WIFE EMILY J. NASH, DATED OCTOBER 13, 1988, WHICH IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE SOUTHWESTERN CORNER OF STEPHEN W. NASH, JR. AND WIFE'S 17.335 ACRE TRACT, AS DESCRIBED IN DEED BOOK 745, PAGE 993, AND BEING, ALSO, A CORNER OF DUKE POWER COMPANY AND RUNS FROM THE BEGINNING WITH THE LINE OF SAID DUKE POWER COMPANY, NORTH 43 DEG. 37' 45" EAST 489.84 FEET TO A POINT IN THE CENTER OF A BRANCH, COMMON CORNERS OF HOWARD M. STAMEY, ET AL AND DUKE POWER COMPANY; THENCE CONTINUING WITH THE LINE OF STAMEY, ET.AL., NORTH 43 DEG. 35' 29" EAST 380.50 FEET TO AN IRON PIN, STAMEY'S CORNER; THENCE WITH A NEW LINE, SOUTH 02 DEG. 48' 57" WEST 683.21 FEET TO AN IRON PIN FOUND; THENCE NORTH 84 DEG. 43' 40" WEST 569.08 FEET TO THE POINT OF BEGINNING, CONTAINING 4.46 ACRES, MORE OR LESS.

TRACT THREE: BEGINNING AT A POINT IN THE CENTER LINE OF THE FRYE-GILBERT ROAD ABOUT 1650 FEET SOUTHEASTWARDLY FROM THE INTERSECTION OF THE FRYE-GILBERT ROAD WITH THE RIGHT-OF-WAYLINE OF INTERSTATE HIGHWAY NO. 40, WAUGH'S CORNER IN THE ROSEMAN LINE AND RUNNING THENCE WITH WAUGH'S LINE SOUTH 54 DEG. 30 MIN. WEST 396 FEET TO A STAKE, WAUGH'S CORNER; THENCE WITH WAUGH'S LINE AND R. G. SMITH'S LINE, SOUTH 0 DEG. 10 MIN. WEST 650 FEET TO A STAKE IN R. G. SMITH'S LINE; THENCE WITH THE LINE OF R. G. SMITH AND H. M. MORRISON SOUTH 4 DEG. 8 MIN. WEST 1732 FEET TO A STAKE IN FRED MORRISON'S LINE; THENCE WITH FRED MORRISON'S LINE AS FOLLOWS: NORTH 87 DEG. WEST 81 FEET TO A RED OAK; THENCE SOUTH 6 DEG. WEST 200 FEET TO AN IRON PIN; THENCE SOUTH 80 DEG. EAST 33 FEET TO A STAKE; THENCE SOUTH 3 DEG. WEST 173 FEET TO A STAKE; THENCE SOUTH 79 DEG. WEST 66 FEET TO A STAKE; THENCE SOUTH 9 DEG. WEST 198 FEET TO A STAKE IN THE NORTH MARGIN OF N. C. HIGHWAYS NOS. 64 AND 70 ABOUT 6 FEET WEST OF A BRANCH; THENCE WITH THE NORTHERLY MARGIN OF N. C. HIGHWAYS NOS. 64 AND 70 NORTH 65 DEG. 30 MIN. EAST 154 FEET TO A STAKE IN FRED MORRISON'S LINE; THENCE WITH FRYE'S LINE SOUTH 4 DEG. 8 MIN. WEST 1148 FEET TO A STONE, FRYE'S CORNER; THENCE WITH THE LINES OF HAL FRYE AND STEPHEN NASH, NORTH 84 DEG. 30 MIN. WEST 1632 FEET TO A STAKE IN A BRANCH, NASH'S CORNER; THENCE WITH NASH'S LINE NORTH 135 FEET TO A POINT IN THE CENTER LINE OF HIGHWAYS NOS. 64 AND 70 AT THE POINT AT WHICH THE CENTER LINE OF SAID HIGHWAY CROSSES THE CENTER LINE OF A CULVERT; THENCE WITH THE CENTER LINE OF N. C. HIGHWAYS NOS. 64 AND 70 SOUTH 65 DEG. 30 MIN. WEST 254 FEET TO A STAKE, NASH'S AND STEVENSON'S CORNER; THENCE WITH STEVENSON'S LINE NORTH 84 DEG. 30 MIN. WEST 893 FEET TO AN IRON PIN, STEVENSON'S CORNER; THENCE WITH NASH'S LINE NORTH 5 DEG. 30 MIN. EAST 1938.5 FEET TO A STAKE IN ELLER BRANCH; THENCE UP AND WITH SAID BRANCH NORTH 73 DEG. WEST 165 FEET

TO A STAKE AT THE JUNCTION OF SAID BRANCH WITH GIBSON BRANCH; THENCE UP AND WITH SAID GIBSON BRANCH AND NASH'S LINE 1452 FEET TO A STAKE IN THE BRANCH, NASH'S CORNER; THENCE WITH THE LINE OF NASH AND STAMEY NORTH 84 DEG. 30 MIN. WEST 660 FEET TO A STAKE IN A FIELD, STAMEY'S CORNER; THENCE WITH STAMEY'S LINE NORTH 4 DEG. 30 MIN. EAST 594 FEET TO A SOURWOOD, HOLDER'S CORNER IN STAMEY'S LINE; THENCE WITH P. O. HOLDER'S LINE AS FOLLOWS: SOUTH 84 EAST 149.5 FEET TO A STAKE IN THE BRANCH; THENCE SOUTH 55 DEG. 30 MIN. WEST 260 FEET TO A STAKE; THENCE NORTH 5 DEG. 30 MIN. EAST 103 FEET TO A STAKE; THENCE NORTH 19 DEG. 35 MIN. EAST 435 FEET TO A STAKE; THENCE NORTH 50 DEG. EAST 200 FEET TO A STAKE; THENCE NORTH 24 DEG. 30 MIN. EAST 178 FEET TO A POINT IN THE RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 40 AT THE END OF A CULVERT, HOLDER'S CORNER; THENCE WITH THE RIGHT-OF-WAY OF INTERSTATE HIGHWAY NO. 40 AS FOLLOWS: NORTH 69 DEG. 10 MIN. EAST 934 FEET TO A STAKE; THENCE SOUTH 6 DEG. 30 MIN. WEST 20.5 FEET TO A STAKE; THENCE NORTH 82-1/4 DEG. 15 MIN. EAST 479 FEET TO A STAKE; THENCE NORTH 6 DEG. 30 MIN. EAST 20.7 FEET TO A STAKE; THENCE SOUTH 89 DEG. 20 MIN. EAST 428.3 FEET TO A STAKE IN THE RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 40 AT ITS JUNCTION IN THE FRYE-GILBERT ROAD; THENCE CONTINUING ACROSS THE FRYE-GILBERT ROAD, NORTH 63 DEG. 45 MIN. EAST 820 FEET TO AN IRON STAKE, MRS. MAUDE GANTT'S CORNER; THENCE WITH THE MURDOCK, ROSEMAN AND SHARPE LINES, SOUTH 0 DEG. 10 MIN. WEST 1268 FEET TO A POINT IN THE CENTER LINE OF THE FRYE-GILBERT ROAD, ROSEMAN'S CORNER; THENCE WITH THE ROSEMAN LINE SOUTH 42 DEG. EAST 314.5 FEET TO A POINT IN THE CENTER LINE OF SAID ROAD, ROSEMAN'S CORNER; THENCE WITH THE ROSEMAN LINE SOUTH 56 DEG. EAST 141 FEET TO THE POINT OF BEGINNING, CONTAINING 344 ACRES, MORE OR LESS.

THERE IS EXCEPTED FROM THIS CONVEYANCE THE FOLLOWING TRACTS:

1. A 5.977 ACRE TRACT CONVEYED BY HOWARD M. STAMEY AND WIFE, TO CHARLES L. TRAVIS, JR. AND WIFE, JEWELL S. TRAVIS, SUCH CONVEYANCE DATED OCTOBER 15, 1963, AND RECORDED IN BOOK 384, PAGE 137, IREDELL COUNTY REGISTRY.
2. A 2.38 ACRE TRACT CONVEYED BY HOWARD M. STAMEY AND WIFE, TO PHILLIPS PETROLEUM CO., SUCH CONVEYANCE DATED JUNE 26, 1970, AND RECORDED IN BOOK 490, PAGE 338, IREDELL COUNTY REGISTRY.
3. A 1.12 ACRE TRACT CONVEYED BY HOWARD M. STAMEY AND WIFE, TO REPROCO, INC., SUCH CONVEYANCE DATED JUNE 26, 1970, AND RECORDED IN BOOK 490, PAGE 336, IREDELL COUNTY REGISTRY.
4. AN APPROXIMATELY 10.8 ACRE TRACT OF LAND AND TWO "SIGN SITES" CONVEYED BY HOWARD M. STAMEY AND WIFE, TO CRA-DAY PROPERTIPS, INC., SUCH CONVEYANCE DATED DECEMBER 30, 1970, AND RECORDED IN BOOK 497, PAGE 507, IREDELL COUNTY REGISTRY, SEE AGREEMENTS BETWEEN PARTIES IN BOOK 490, PAGE 507 AND BOOK 497, PAGE 505, IREDELL COUNTY REGISTRY.

Parcel 5 – PIN 4714348407.000

BEGINNING AT AN IRON STAKE ON THE SOUTHERN EDGE OF THE CONTROLLED ACCESS RIGHT OF WAY OF INTERSTATE HIGHWAY 40; THENCE SOUTH 06-34-40 EAST 60 FEET TO AN IRON; THENCE SOUTH 83-25-20 WEST 30 FEET TO AN IRON; THENCE

NORTH 06-34-40 WEST 60 FEET TO AN IRON ON SAID RIGHT OF WAY; THENCE WITH SAID RIGHT OF WAY, NORTH 83-25-20 EAST 30 FEET TO THE BEGINNING CONTAINING 1,800 SQUARE FEET, MORE OR LESS, AND BEING DESCRIBED ACCORDING TO A PLAT AND SURVEY PREPARED BY R. B. PHARR, REGISTERED SURVEYOR, DATED NOVEMBER 10, 1970, AND BEING DESIGNED AS SITE #2 ON A COPY OF SAID PLAT RECORDED IN DEED BOOK 497 AT PAGE 509, IREDELL COUNTY REGISTRY.

Parcel 6 – PIN 4714445207.000

BEGINNING AT AN IRON, SAID IRON BEING LOCATED IN THE SOUTHERN LINE OF A TRACT CONVEYED TO REPROCO, INC., AND BEING SOUTH 39-13-30 EAST 180 FEET FROM A CONCRETE MONUMENT LOCATED IN THE SOUTHWEST QUADRANT FORMED BY INTERSTATE HIGHWAY #40 AND FRYEGILBERT ROAD (STATE ROAD #1512); THENCE NORTH 50-46-30 EAST 30.27 FEET TO A POINT IN THE CENTER OF STATE ROAD #1512; THENCE WITH THE CENTER OF STATE ROAD #1512, SOUTH 39-13-30 EAST 170 FEET TO A POINT IN THE CENTER OF STATE ROAD #1512; THENCE LEAVING STATE ROAD #1512 SOUTH 50-46-30 WEST 30.27 FEET TO AN IRON LOCATED ON THE WEST BANK OF STATE ROAD #1512; THENCE CONTINUING SOUTH 50-46-30 WEST 315.0 FEET TO AN IRON; THENCE NORTH 39-13-30 WEST 394.07 FEET TO A RAILROAD SPIKE IN ROOT OF TREE; THENCE NORTH 1-58-00 EAST 174.29 FEET TO AN IRON LOCATED ON THE CONTROLLED ACCESS LINE OF INTERSTATE HIGHWAY #40; THENCE WITH THE CONTROLLED ACCESS LINE OF INTERSTATE HIGHWAY #40, SOUTH 88-02-00 EAST 40.36 FEET TO AN IRON, SAID IRON BEING THE NORTHWEST CORNER OF THE 1.12 ACRE TRACT CONVEYED TO REPROCO, INC.; THENCE WITH THE REPROCO, INC. LINE SOUTH 39-13-30 EAST 328.70 FEET TO AN IRON, THE SOUTHWEST CORNER OF REPROCO, INC. TRACT; THENCE NORTH 50-46-30 EAST 169.73 FEET TO AN IRON, THE POINT AND PLACE OF BEGINNING, CONTAINING 2.38 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY SHOWN ON A PHYSICAL SURVEY DATED MARCH 11, 1970; PREPARED BY KESTLER AND MACKAY, REGISTERED SURVEYORS.

Parcel 7 – PIN 4714445418.000

BEGINNING AT A CONCRETE MONUMENT LOCATED IN THE SOUTHWEST QUADRANT FORMED BY THE INTERSECTION OF INTERSTATE HIGHWAY #40 AND FRYE-GILBERT ROAD (STATE ROAD #1512), SAID CONCRETE MONUMENT BEING SOUTH 33-14-00 EAST 304.10 FEET FROM N.C. GEODETIC SURVEY MONUMENT LOCATED IN THE NORTHWEST QUADRANT FORMED BY THE INTERSECTION OF INTERSTATE HIGHWAY #40 AND FRYE-GILBERT ROAD (STATE ROAD #1512); THENCE NORTH 39-47-30 EAST 30.83 FEET TO A POINT IN THE CENTER OF STATE ROAD #1512; THENCE WITH THE CENTER OF STATE ROAD #1512 SOUTH 39-13.5-00 EAST 185.87 FEET TO A POINT IN THE CENTER OF STATE ROAD #1512; THENCE LEAVING STATE ROAD #1512, SOUTH 50-46-30 WEST 30.27 FEET TO AN IRON LOCATED ON THE BANK OF STATE ROAD #1512; THENCE CONTINUING SOUTH 50-46-30 WEST 169.73 FEET TO AN IRON; THENCE NORTH 39-13-30 WEST 328.70 FEET TO AN IRON LOCATED ON THE CONTROLLED ACCESS LINE OF INTERSTATE HIGHWAY #40; THENCE WITH THE SOUTHERN CONTROLLED ACCESS LINE OF INTERSTATE HIGHWAY #40, SOUTH 88-02-00 EAST 225.70 FEET TO THE CONCRETE MONUMENT DESIGNATED AS THE POINT AND PLACE OF BEGINNING, CONTAINING 1.12 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY SHOWN ON A PHYSICAL SURVEY DATED MARCH 11, 1970 PREPARED BY KESTLER AND MACKAY, REGISTERED

Parcel 8 – PIN 4714532608.000

BEGINNING AT A MAG NAIL SET SAID POINT IN THE RIGHT-OF-WAY OF STATE ROAD 1512 AND BEING NORTH 53-53-16 WEST 449.91 FEET GRID FROM THE N.C.G.S. GILBERT HAVING READINGS OF NORTH: 743,406.0656'; EAST: 1,415,753.527'; NAD 83; THENCE FROM SAID POINT OF BEGINNING, SOUTH 72-34-15 WEST 227.33 FEET TO A REBAR SET; THENCE NORTH 57-42-22 WEST 73.38 FEET TO A REBAR SET; THENCE NORTH 18-07-38 WEST 70.00 FEET TO A REBAR SET; THENCE NORTH 33-21-59 EAST 53.82 FEET TO A REBAR SET; THENCE NORTH 72-34-15 EAST 157.25 FEET TO A MAG NAIL SET; THENCE WITHIN THE RIGHT-OF-WAY OF STATE ROAD 1512, THE FOLLOWING CALLS: SOUTH 40-59-27 EAST 17.48 FEET; SOUTH 41-36-50 EAST 48.78 FEET; SOUTH 43-04-43 EAST 62.72 FEET; SOUTH 45-01-33 EAST 45.19 FEET; SOUTH 46-33-45 EAST 3.30 FEET TO THE POINT OF BEGINNING, CONTAINING 0.818 ACRE, MORE OR LESS, AS SHOWN ON SURVEY BY DAVID B. JORDAN, REGISTERED LAND SURVEYOR, DATED SEPTEMBER 30, 2003.

THERE IS ALSO CONVEYED IS THE EASEMENTS DESCRIBED IN DEED RECORDED IN BOOK 1527, PAGES 365-367, IREDELL COUNTY, NORTH CAROLINA.

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 6th day of October 2025.

CITY OF STATESVILLE

By: _____
Mayor

ATTEST:

City Clerk

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Kirkendall, Senior Planner
DATE: 9/29/2025 12:01 PM

ACTION NEEDED ON: October 6, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider passing a resolution fixing a date of October 20, 2025, for a public hearing for the petition of annexation. AX25-09 City of Statesville Fire Station 5 at 533 Gaither Road.

1. Summary of Information:

The property is approximately 12.174 acres located at 533 Gaither Road (see Location Map, Aerial Photo and Site Photo). The city is annexing the property to eventually build a new fire station, Station 5, to utilize City water and sewer (see current zoning and utilities map). Statesville Public Power can serve this site. The existing home on the site will be used in the interim.

2. Previous Council or Relevant Actions:

City Council approved purchasing the two lots, contingent upon annexation.

City Council passed this resolution at the previous meeting; however, the required public notice for the newspaper was not placed in time. We are legally required to have the resolution approved again with the updated date of the public hearing.

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: N/A

This property is in the Tier 1 Growth Area of the 2045 Land Development Plan and are adjacent to city limits. Station 5 located here will improve fire response time for the US 21 corridor and other areas north of the city.

4. Budget/Funding Implications:

The current tax value of the parcels is \$921,510 and the estimated value at full buildout is TBD.

5. Consequences for Not Acting:

Without annexation the city could still access sewer at 2½ times the rate with City Council approval.

6. Department Recommendation:

The department recommends passing the resolutions and setting a date of October 6, 2025, for a public hearing on this annexation request.

7. Manager Comments:

Recommend for approval.

8. Next Steps:

Advertise for the public hearing.

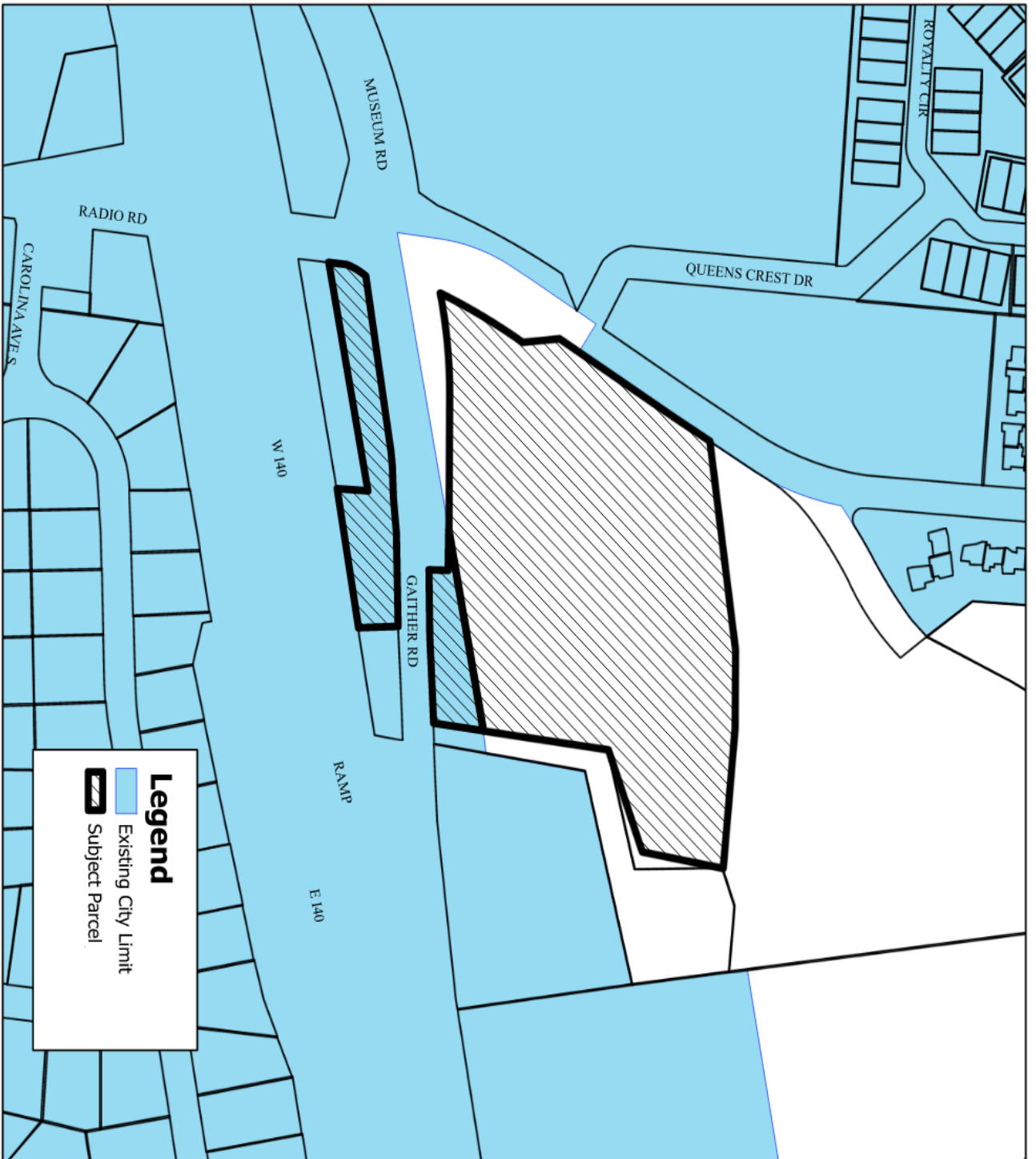
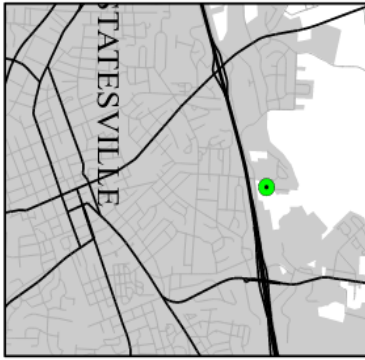
9. Attachments:

1. Packet Maps
2. Resolution to Set Public Hearing_AX25-09 Station 5 2

**City of Statesville
Planning Department**

AX25-09 Statesville Fire
Station 5

533 Gaither Road
4745-04-1052





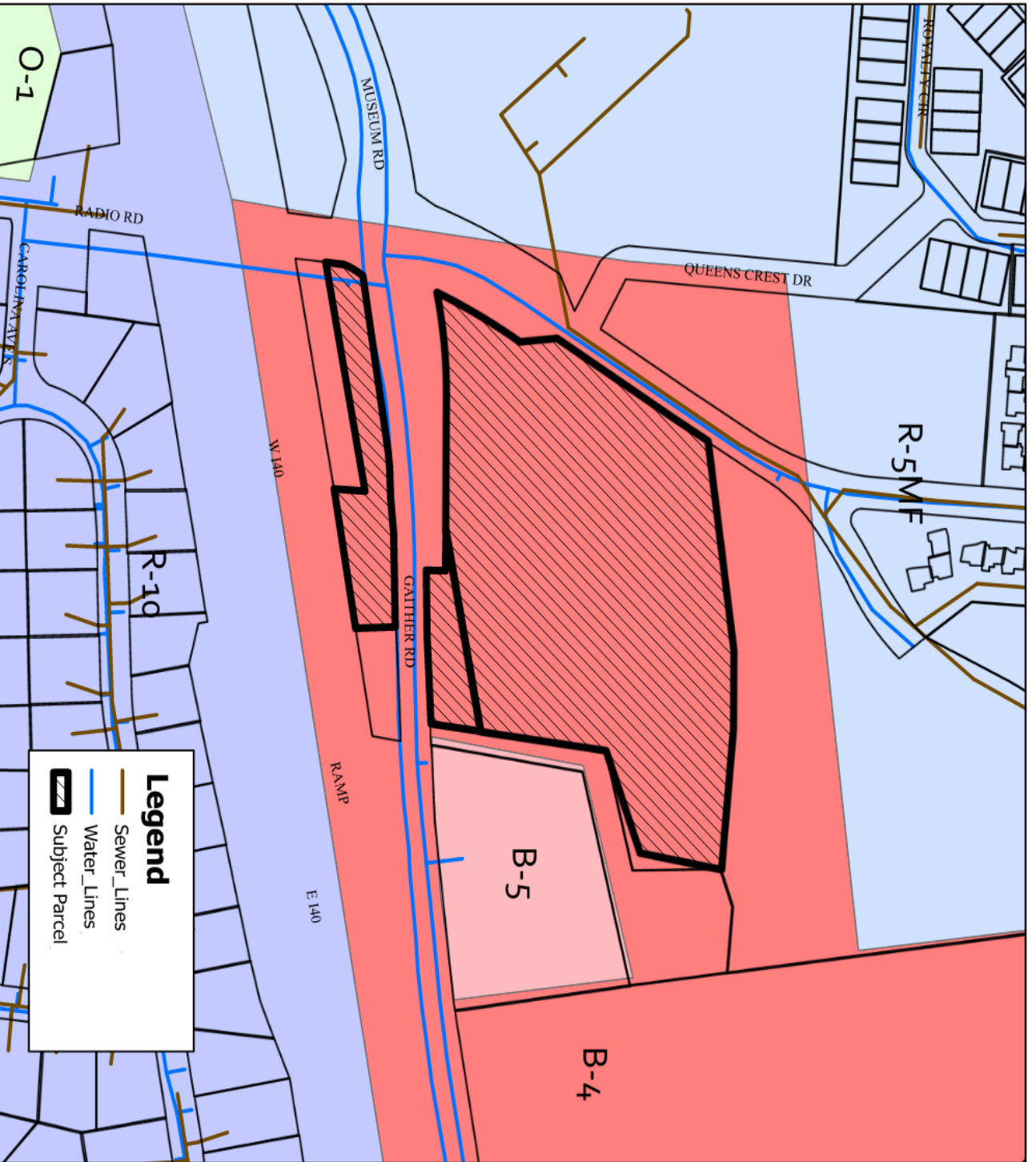


Site Photo – AX25-09 Station 5

City of Statesville Planning Department

AX25-09 Statesville Fire
Station 5

533 Gaither Road
4745-04-1052



RESOLUTION _____

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

**Case No. AX25-09 Statesville Fire Department Station 5
Parcel 4745-04-1052**

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 20th day of October 2025.

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

BEGINNING at a mag nail set at NCGS coordinates North: 753534.468 feet, and East 1439563.252 feet NAD: 83 combined factor: 0.9998832. Said mag nail being situated North 18-47-15 East 93.75 feet from NCGS Monument "Gray" and being situated within the Right-of-way of State Road 2003 known as Radio Road; and running thence North 06-28-22 East 105.77 feet to an existing survey spike within the center of the intersection of Radio Road and State Road 1931, known as Museum Road; and running thence North 45-06-26 West 38.72 feet to an iron, being a corner of the property of Western Avenue Baptist Church as described in Deed recorded in Deed Book 646, Page 477, Iredell County Registry; and being also on the northern edge of the Right-of-way of Museum Road and the western edge of the Right-of-Way of Radio Road and running thence with the line of the Western Avenue Baptist Church property and with the western line of the Right-of-Way of Radio Road, North 06-46-34 East 46.55 feet to a 1/2" rebar; and running thence with the curve of the western line of Right-of-Way of Radio Road, said curve having a radius of 492.80 feet and an arc of 35.64 feet, North 08-53-53 East a chord distance of 35.63 feet to a point; and continuing thence with the curve of the western line of the Right-of-Way of Radio Road, said curve having a radius of 492.80 feet, an arc distance of 188.48 feet, North 21-55-36 East 187.33 feet to an iron; and running thence to an iron being a corner of the Statesville Elks Club property and continuing thence with the western line of the Right-of-Way of Radio Road and with the line of Statesville Elks Club property, North 32-52-55 East 405.07 feet to an iron set; and running thence South 57-07-44 East 60.04 feet to a point on the eastern line of the Right-of-Way of Radio Road, and being a corner of the city of Statesville property as described in Deed recorded in Deed Book 1336, Page 1180, Iredell County Registry; and running thence with the line of the City of Statesville, North 81-26-49 East 399.08 feet to a 1/2 inch rebar and continuing with the line of the property of the City of Statesville, North 89-15-21 East 137.09 feet to a 1/2 inch rebar and continuing thence with the line of the City of Statesville property, South 87-10-12 East 244.60 feet to an iron, being a corner of the property of Dorothy Edwards Gaither

as described in Deed recorded in Deed Book 766, Page 277, Iredell County Registry; and running thence with the Dorothy Gaither line, South 08-42-27 West 177.41 feet to a 1 1/4 inch existing iron pipe; and running thence South 71-12-14 West 198.05 feet to an iron set; running thence South 09-42-01 West 312.33 feet to an iron set; and running thence with a curve having a radius of 3647.93 feet, an arc distance of 38.88 feet, North 87-30-09 East, and a chord distance of 38.88 feet to an iron set; and running thence South 09-42-01 West 72.92 feet to an iron set; being the northwest corner of the property of George B. Taylor as described in Deed recorded in Deed Book 670, Page 598, Iredell County Registry; running thence with the northern line of the Taylor property, South 88-49-14 West 195.11 feet to an iron set; and running thence with the western line of the Taylor property, South 01-48-46 East 60.31 feet to a railroad spike; and running thence South 80-37-31 West 247.82 feet to an axle being the southeastern corner of the Claudia Gray property as described in Deed recorded in Deed Book 811, Page 808, Iredell County Registry; and running thence North 03-53-42 East 58.03 feet to a fence post being the northeast corner of the Claudia Gray property; and running thence with the northern line of the Gray property, South 79-36-20 West 444.97 feet to the point and place of BEGINNING, containing 13.08 acres, more or less, and being in accordance with that survey of Ted M. Morettes, Registered Land Surveyor, dated January 2, 2004, in which reference is made for a more particular description.

Included with this conveyance is a reserved access easement over and across the lands of George B. Taylor as described in Deed Book 670, Page 598, Iredell County Registry.

The property conveyed herein is SUBJECT TO that certain utility easement of the City of Statesville dated November 12, 1999, and recorded at Deed Book 1172, Page 1264, Iredell County Registry and also that certain utility easement to the City of Statesville dated November 20, 1986, and recorded at Deed Book 741, Page 184, Iredell County Registry.

SAVING AND EXCEPTING the property described in the Deed for Highway Right-of-Way recorded in Deed Book 2115, page 2160, Iredell County Registry.

PIN: 4745-04-1052, formerly PIN'S: 4745-03-1927.000 and 4745-03-0683.000
Property Address: 533 Gaither Road, Statesville, NC 28625

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 6th day of October 2025.

CITY OF STATESVILLE

By: _____
Constantine H. Kutteh, Mayor

ATTEST:

Emily Kurfees, City Clerk

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Wm. E. Vaughan, Public Utilities Director
DATE: 9/29/2025 11:41 AM

ACTION NEEDED ON: October 6, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a condemnation for a public utility easement on parcel 4724-32-6780 (Benbow) in accordance with City Code § 9.1.

1. Summary of Information:

- a. Session Law 2023-134 appropriated "Three million dollars (\$3,000,000) to the City of Statesville for water and wastewater projects pertaining to economic development."
- b. The 3rd Creek sewer extension is part of the City's masterplan for sewer service (identified as 3rd Creek Basin capital improvement project number 6). The project is approximately 9,600 feet in length and follows 3rd Creek from I-40 (Exit 146 environs) to the Kennedy Pump Station. The project will open the area immediately north of the airport to development (Stamey Farm Road, Gilbert Road, US-70) as well as providing a potential nexus along 3rd Creek north of I-40. Properties to the west of Stamey Farm Road could access this sewer line by force main through either the Gilbert Road or US-70 corridors.
- c. Numerous developers have shown interest in properties parallel and south of I-40 (from Westminster Drive to Stamey Farm Road), the Stamey Farm area, and westward along US-70. The construction of the 3rd Creek Sewer Extension accommodates economic development in the area. Current programmed development includes an expansion of Origin Foods, the construction of the Briarwood subdivision, and development on the Stamey Farm tract. City policy is for developers to install improvements (built to City standards) for future incorporation into the City system (COS ordinance § 23-251 [a] [3]).
- d. The city entered into a reimbursement agreement with Prestige Land & Site Works, LLC on November 18, 2024, (approved by City Council at its regularly scheduled meeting on November 18, 2024) for construction of the 3rd Creek Sewer Extension. Per ordinance, Prestige will construct the sewer, and the city will use the Session Law 2023-134 funds to accommodate betterments and other allocable costs related to the sewer line construction.
- e. Article II, Sections IV and V of the reimbursement agreement make the developer responsible for easement acquisition.
- f. Pursuant to designated responsibilities in the reimbursement agreement, Prestige has attempted to acquire a utility easement on parcel 4724-32-6780. The property owner (Benbow) is demanding a remuneration of \$100,000. Tax records indicate the subject land is valued at \$11,640/acre. The required approximate 600 foot long, 30-ft wide easement (0.413 acres) would have a direct pro rata value of \$4,807. An appraisal has been performed for the easement, with the value indicated to be \$5,875.
- g. Construction documents for the project have been completed, and the bid package is being prepared by Prestige's design engineer. The city will be the procuring agency.

2. Previous Council or Relevant Actions:

November 18, 2024, reimbursement agreement with Prestige Land & Site Works, LLC.

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: 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

Goal II, Strategic Initiative 2: invest in . . . critical public infrastructure to align with land use goals and accommodate future growth citywide.

4. Budget/Funding Implications:

A portion of the approved Session Law 2023-134 funds will be required for the condemnation process.

5. Consequences for Not Acting:

Failure to obtain the subject easement would forestall construction. Section 23-226 of City Code requires easements to be secured prior to construction.

6. Department Recommendation:

City Council assist in the easement acquisition for this project (per City Code § § 23-251 [a] [1] and [b]), invoke its authority as found at § § 9.1 and 9.2 of City Code, and order condemnation to acquire the required public utility easement on parcel 4724-32-6780 for the construction of the 3rd Creek Sewer Extension.

7. Manager Comments:

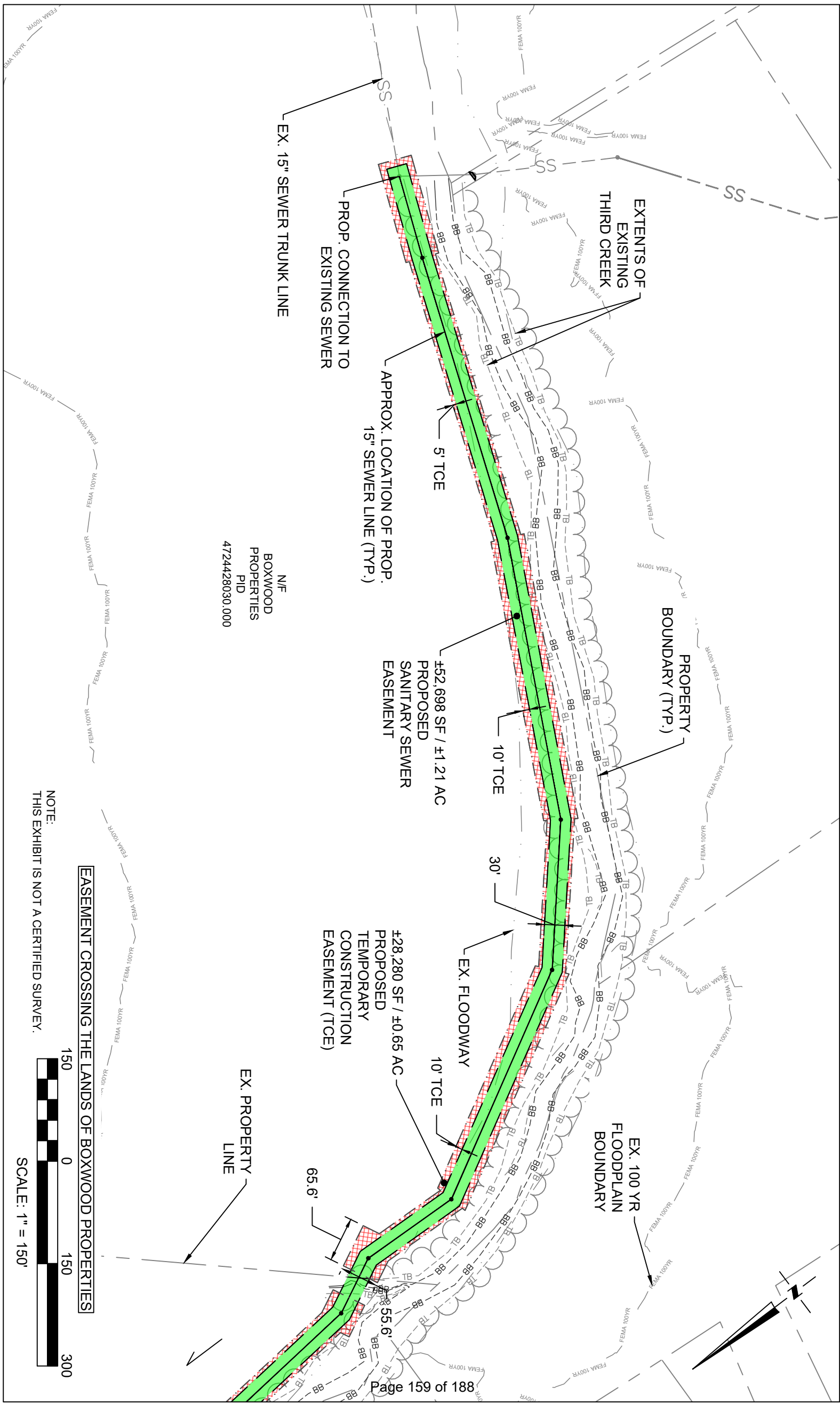
To further this project along, I recommend moving forward with condemnation proceedings.

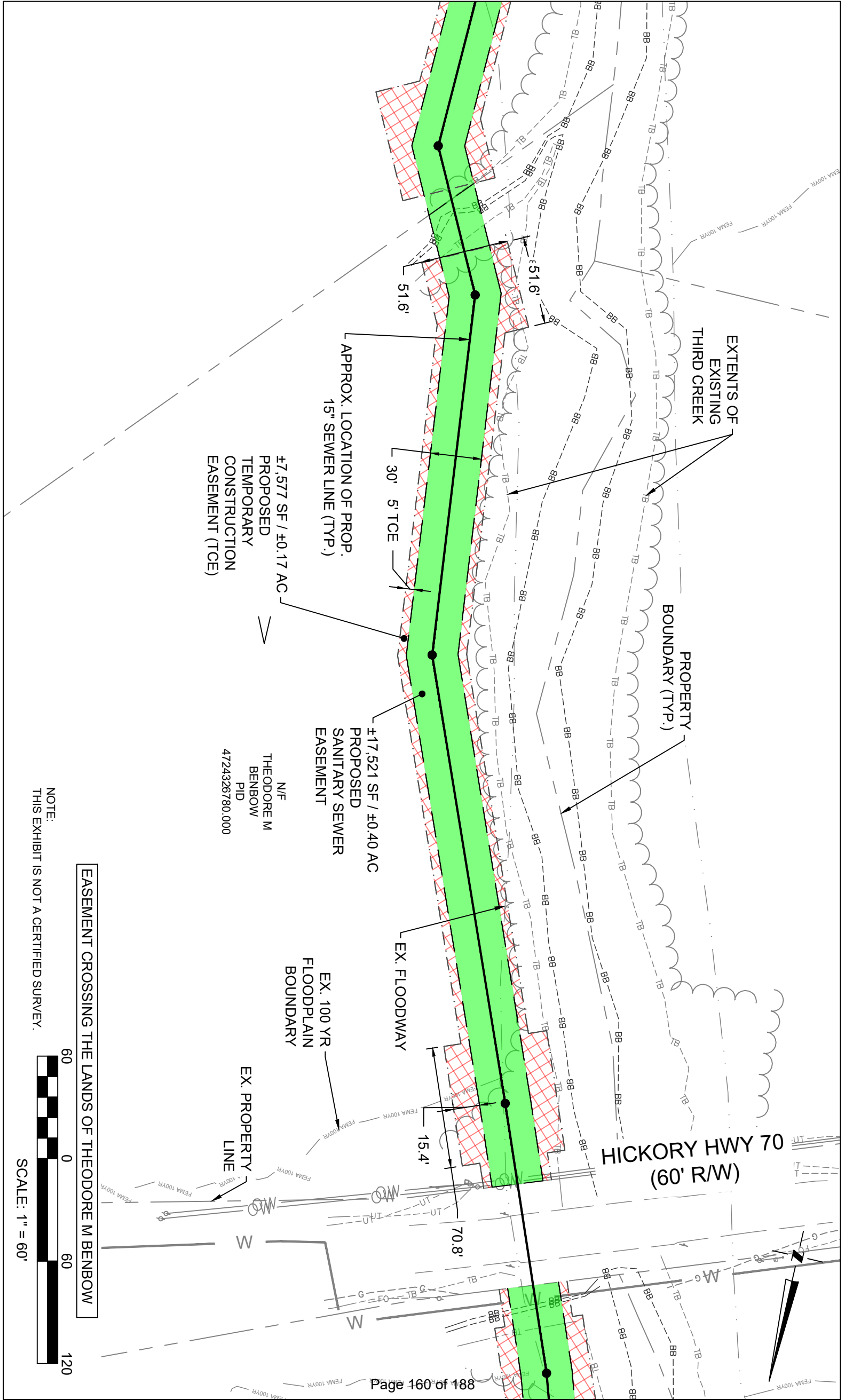
8. Next Steps:

- a. Required real property assessment be obtained.
- b. City legal counsel takes such actions as necessary for condemnation in accordance with applicable law.

9. Attachments:

1. Briarwood_OffsiteSewerEasementExhibits
2. PIN 4724-32-6780 Appraisal Card
3. Executed Prestige Reimbursement Agreement (8Nov24)

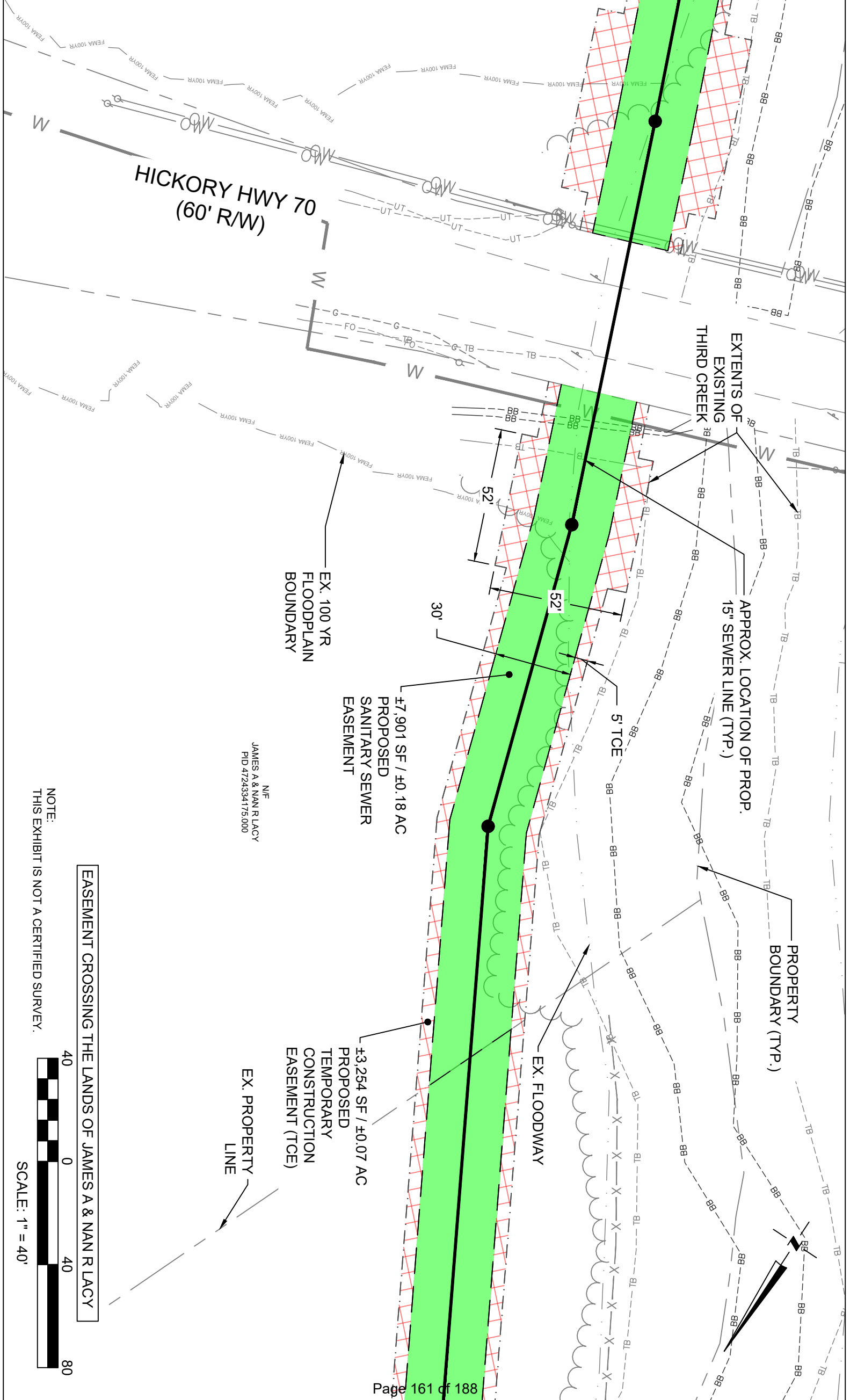




EASEMENT CROSSING THE LANDS OF THEODORE M BENBOW



NOTE:
THIS EXHIBIT IS NOT A CERTIFIED SURVEY.



HICKORY HWY 70
(60' R/W)

EXTENTS OF
EXISTING
THIRD CREEK

APPROX. LOCATION OF PROP.
15" SEWER LINE (TYP.)

PROPERTY
BOUNDARY (TYP.)

EX. 100 YR
FLOODPLAIN
BOUNDARY

±7,901 SF / ±0.18 AC
PROPOSED
SANITARY SEWER
EASEMENT

±3,254 SF / ±0.07 AC
PROPOSED
TEMPORARY
CONSTRUCTION
EASEMENT (TCE)

EX. FLOODWAY

EX. PROPERTY
LINE

N/F
JAMES A. & NAN R. LACY
PID 4724334175.000

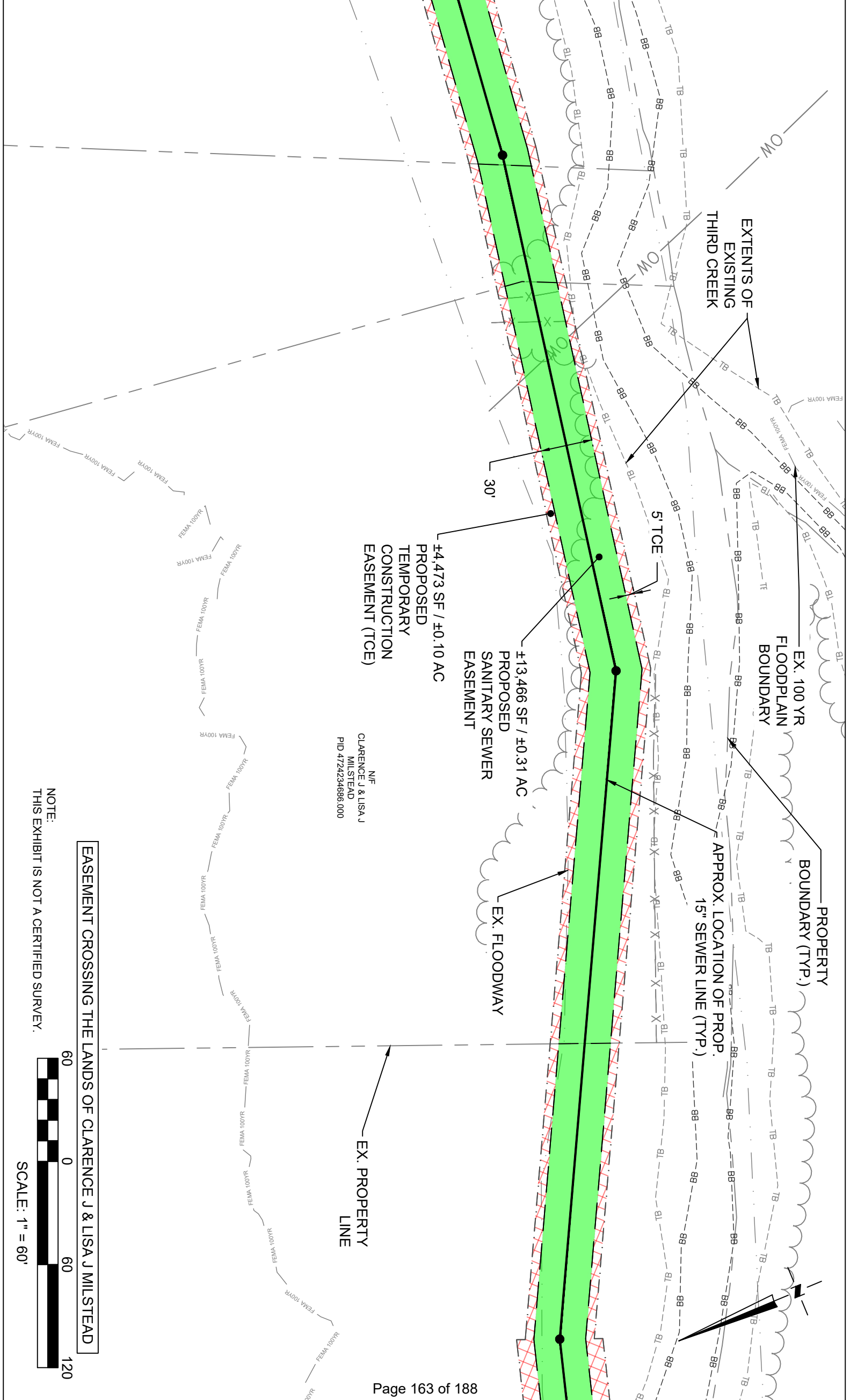
EASEMENT CROSSING THE LANDS OF JAMES A. & NAN R. LACY

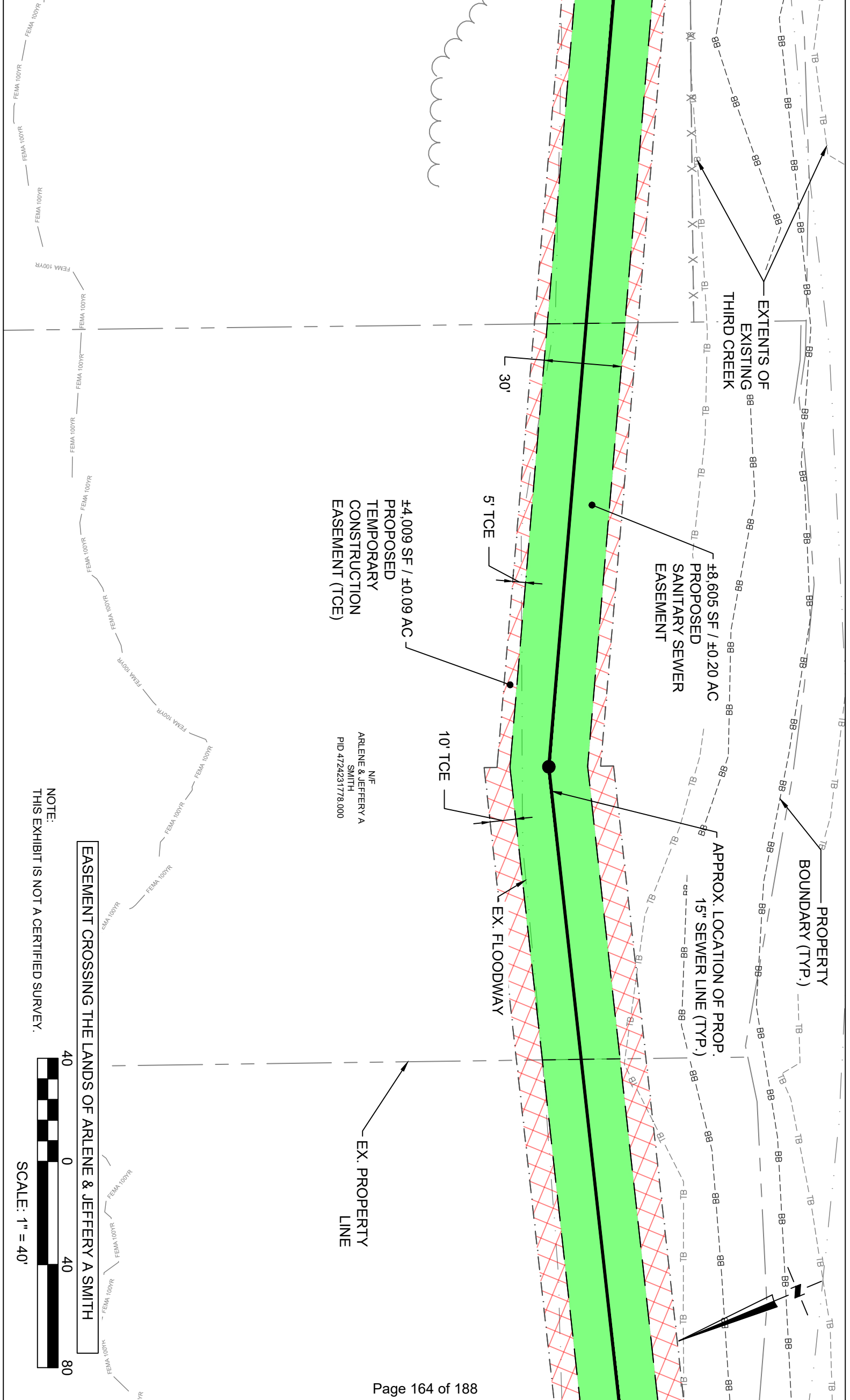
NOTE:
THIS EXHIBIT IS NOT A CERTIFIED SURVEY.



SCALE: 1" = 40'







EXTENTS OF
EXISTING
THIRD CREEK

±8,605 SF / ±0.20 AC
PROPOSED
SANITARY SEWER
EASEMENT

PROPERTY
BOUNDARY (TYP.)

APPROX. LOCATION OF PROP.
15" SEWER LINE (TYP.)

5' TCE

10' TCE

EX. FLOODWAY

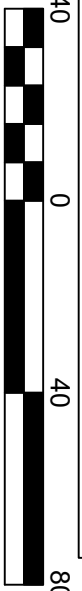
±4,009 SF / ±0.09 AC
PROPOSED
TEMPORARY
CONSTRUCTION
EASEMENT (TCE)

N/E
ARLENE & JEFFERY A
SMITH
PID 4724231778.000

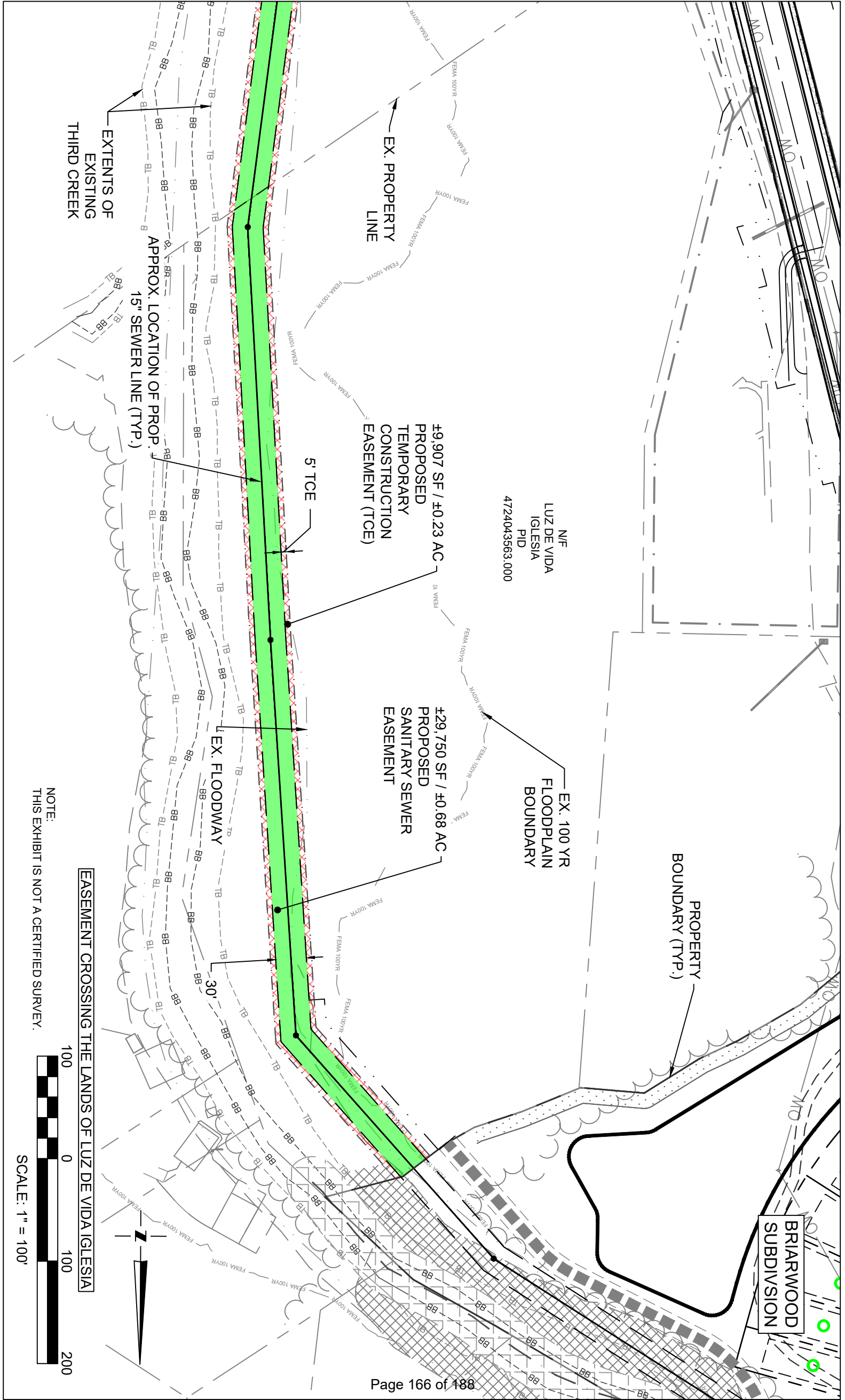
EX. PROPERTY
LINE

EASEMENT CROSSING THE LANDS OF ARLENE & JEFFERY A SMITH

NOTE:
THIS EXHIBIT IS NOT A CERTIFIED SURVEY.



SCALE: 1" = 40'



View All Cards

Next Card

IREDELL COUNTY

9/16/2025 11:12:00 AM

BENBOW THEODORE M

Return/Appeal Notes: Parcel: 4724-32-6780 .
0003020 NEWTON DR
80035750PLAT: /UNIQ ID 3557513 SPLIT FROM ID
3557421

ID NO: 0206L0000A053

ALLCNTY FIRE (100), COUNTY (100), COUNTY FIRE (100), SOLID WASTE (2) CARD NO. 1 of
2Reval Year: 2023 Tax Year:
2025

BRISTOL US70 & 64

10.9000 AC

SRC= Owner

Appraised by 36 on 01/01/2023 02026 WEST STATESVILLE

TW-01

CI-
00

FR-60EX-

AT-

LAST ACTION
20250623

CONSTRUCTION DETAIL		MARKET VALUE								DEPRECIATION		CORRELATION OF VALUE		
		USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB	Standard	0.53000			
Foundation - 3	5.00	01	01	1,783	124	136.40	245452	1970	1952					
Continuous Footing														
Sub Floor System - 4	8.00													
Plywood														
Exterior Walls - 21	35.00													
Face Brick														
Roofing Structure - 03	7.00													
Gable														
Roofing Cover - 03	3.00													
Composition Shingle														
Interior Wall Construction - 5	20.00													
Drywall/Sheetrock														
Interior Floor Cover - 12	9.00													
Hardwood/High End LVP														
Interior Floor Cover - 08	0.00													
Sheet Vinyl/Laminate														
Heating Fuel - 02	0.00													
Oil, Wood or Coal														
Heating Type - 04	4.00													
Forced Air - Ducted														
Air Conditioning Type - 01	0.00													
None														
Bedrooms/Bathrooms/Half-Bathrooms	9.000													
Z/1/1														
Bedrooms														
BAS - 2 FUS - 0 LL - 0														
Bathrooms														
BAS - 1 FUS - 0 LL - 0														
Half-Bathrooms														
BAS - 1 FUS - 0 LL - 0														
Office														
BAS - 0 FUS - 0 LL - 0	0													
TOTAL POINT VALUE	100.000													
BUILDING ADJUSTMENTS														
Market/Design	07	FACTOR	07	1.2500										
Quality	3	AVERAGE	1.0000											
Size	Size	SIZE	0.9900											
TOTAL ADJUSTMENT FACTOR	1.240													
TOTAL QUALITY INDEX	124													
SUBAREA														
TYPE	GS AREA	%	RPL CS	CODE	DESCRIPTION	COUNT	LT	WT	UNITS	UNIT PRICE	ORIG %	COND	BLDG#	
BAS	1,589	100	216740	09	ASP PAVING- RES		0	0	6,000	4.00	100		19741999	
FOP	64	035	3001	03	CARPORT - DETACHED		21	12	252	5.00	100		19741990	
FSP	210	045	12958											
UBM	385	020	10503											
TOTAL OB/XF VALUE 7,580														
FIREPLACE 3 - 1 Story Single 2,250														
SUBAREA TOTALS 2,248 245,452														
BUILDING DIMENSIONS BAS=W16FOP=N4W6S4E6\$W39S28E17N1FOP=S5E8N5W8\$E8S4E19N3E11FSP=E10N21W10S21\$N28\$UBM=385\$.														
LAND INFORMATION														
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONT TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	
RURAL AC	0120	R20	1331	0	1.2000	4	0.8100	+20 +11 +00 -40 -10 2 SEC SPLIT BY HWY	PW	12,000.00	10.900	AC	0.970	
TOTAL MARKET LAND DATA												10.900		126,880
TOTAL PRESENT USE DATA														

REIMBURSEMENT AGREEMENT

FILE

NORTH CAROLINA IREDELL COUNTY

This Reimbursement Agreement, entered into this the 8 day of November, 2024 (this "Agreement"), by and between the City of Statesville, a North Carolina municipal corporation (hereinafter the "City"); and Prestige Land & Site Works, LLC, a North Carolina limited liability company (hereinafter the "Developer").

WITNESSETH:

- I. **WHEREAS**, the Developer owns, or has entered into a contract to purchase, a parcel of land located on the south side of Interstate Highway 40, in Iredell County, North Carolina, and more particularly described on Exhibit A attached to this Agreement (hereinafter referred to as "the Developer Property"), which Developer intends to develop as a residential community to be known as Gilbert Ridge; and
- II. **WHEREAS**, Origin Food Group, LLC, a North Carolina limited liability company (hereinafter the "Adjacent Property Owner") owns a parcel of land located at 306 Stamey Farm Road, in Iredell County, North Carolina, located adjacent to the western boundary of the Developer Property and more particularly described on Exhibit B attached this Agreement (hereinafter referred to as "the Adjacent Property"), on which the Adjacent Property Owner operates a manufacturing facility for dairy products; and
- III. **WHEREAS**, the Statesville City Council approved the extension of a sanitary sewer outfall to serve the Developer Property and the Adjacent Property on Nov. 18, 2024 (hereinafter the "Infrastructure Improvements"); and
- IV. **WHEREAS**, the City has obtained a grant from the State of North Carolina to offset a portion of the cost of designing, permitting and constructing the Infrastructure Improvements, in the amount of \$2,955,000.00 (hereinafter the "State Grant"); and
- V. **WHEREAS**, the City has agreed that the Developer will design, permit, and obtain utility easements for the Infrastructure Improvements on behalf of the City, and be entitled to reimbursement by the City of the costs incurred by the Developer in undertaking the design, permitting, and utility easement acquisition for the Infrastructure Improvements, said costs being allocable to the City's project contribution total and not exceeding the amount of the State Grant; and
- VI. **WHEREAS**, the Parties of this Agreement desire to enter into this Agreement in order to fully set forth the terms and conditions as to the Infrastructure Improvements and the cost participation agreed to by the City; and

- VII. **WHEREAS**, the Code of the City of Statesville Sec. 23-252(a) requires all plans for the Infrastructure Improvements to be prepared and submitted to the city and appropriate state agencies for their approval; and
- VIII. **WHEREAS**, the City is authorized to enter into this Agreement pursuant to N.C. General Statute §160A-16, and may contract with the Developer to carry out the public purposes set forth herein; and
- IX. **WHEREAS**, the City is authorized to enter into a reimbursement agreement pursuant to N.C. General Statute §160A-499, et seq.; and
- X. **WHEREAS**, the Developer has the authority to enter into this Agreement; and
- XI. **WHEREAS**, the Parties wish to formalize the terms of this agreement through execution of this Agreement and understand that certain terms of this Agreement may be adjusted based upon a change of the scope of this work, not exceeding the State Grant.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and the Developer agree as follows:

ARTICLE I

General Terms: All terms of this Agreement shall become enforceable upon signing of the Agreement by the Developer and ratification by the City.

DEFINITIONS

A. "Actual Construction Cost(s)." The amount of costs incurred for the design, permitting, and construction of the Infrastructure Improvements upon the final completion and approval of the work by the North Carolina Department of Environmental Quality, inclusive of any easement acquisition costs, but exclusive of legal fees or administrative costs of the Developer.

B. "Construction Documentation." The following documentation is required to be supplied by the Developer under this Agreement: construction plans, as-built drawings (surveys, plats, or any other documentation or electronic file required by the City), and all written denials or approvals of work performed for the Reimbursable Project.

C. "Reimbursable Project." The design, construction, permitting, and easement acquisition of the Infrastructure Improvements.

D. "Reimbursement." Monies to be reimbursed by the City to the Developer pursuant to Article II, Section V and Article III, Section I.a below.

E. "Infrastructure Improvements." The extension of approximately 9,200 linear feet of a sanitary sewer trunk line from its existing terminus in Third Creek near 17th Tee Lane to a point

in Third Creek near the center of the Developer Property, where the sewer system currently serving the Adjacent Property is located.

F. "Project Engineer." W.K. Dickson or another engineering firm licensed to perform work in the State of North Carolina.

ARTICLE II

DEVELOPER'S DUTIES

- I.** The Developer's Project Engineer will prepare a complete set of plans and specifications which shall be approved by the Developer and the City prior to the commencement of construction. The Project Engineer will also provide bid assistance and construction oversight assistance to the City for the Infrastructure Improvements. The Plans and specifications for the Infrastructure Improvements, as approved by the Developer and the City, are referred to in this Agreement as the "Approved Plans and Specifications."
- II.** All Infrastructure Improvements shall be constructed in accordance with the Approved Plans and Specifications. The Project Engineer shall incorporate the City's most recently updated "Standard Sewer Specifications & Details" in the Approved Plans and Specifications for the Infrastructure Improvements. All final work after construction must be approved by the North Carolina Department of Environmental Quality and the City's appointed representative.
- III.** The Developer shall allow City access to all Construction Documentation and the construction site as the City requires to supervise the construction of the Reimbursable Project. Developer shall also retain all records associated with the Reimbursable Project, and allow the City to audit such records as needed.
- IV.** Subject to the City's reimbursement obligations under Article III, the Developer shall be financially responsible for all of the initial and final or other engineering and easement acquisition expenses associated with the construction of the Reimbursable Project, including, but not limited to, preliminary engineering services, design engineer service, bid assistance, construction engineering assistance, and final engineering (project documentation, etc.) assistance, and easement acquisition.
- V.** The Developer shall be financially responsible for any and all design, easement acquisition, construction, or other costs of the Reimbursable Project which are in excess of two million nine hundred fifty-five thousand dollars (\$2,955,000.00). The Developer shall pay any invoice presented by the City within thirty (30) days of the date of issuance for these costs. The invoice shall set forth where relevant, the services performed, hours worked providing the services, the hourly rate of pay, the value of the easements, and the property description of the easement being obtained.
- VI.** Developer's Responsibilities with Grant Funds

- A. The Developer shall be responsible for preparing quarterly financial reports for the City, outlining all Grant Funds requested.
- B. The Developer shall maintain all reports, records, and other information available to them for oversight, monitoring, and evaluation purposes related to the Grant Funds.
- C. All use of Grant Funds shall comply with N.C. Gen. Stat. 143C-6-23.
- D.

ARTICLE III

CITY'S DUTIES

- I. Using proper bidding procedures, the City shall award the construction work associated with the Reimbursable Project (with bid assistance from the Developer's Project Engineer) to a general contractor properly licensed in the State of North Carolina (the "Contractor"), and cause the Contractor to construct the Infrastructure Work in accordance with the Approved Plans and Specifications prepared by the Developer's Project Engineer. The City shall be the construction manager (with construction oversight assistance from the Developer's Project Engineer) for the construction work associated with the Reimbursable Project and shall fund the costs of the Reimbursable Project (subject to reimbursement by Developer as provided below) from the State Grant and City funds, as follows:

- a. Within thirty (30) days after the final approval of the Approved Plans and Specifications for the Infrastructure Improvements, the City shall reimburse the Developer for:

- (1) All reasonable and documented costs and expenses incurred by the Developer in obtaining the rights-of-way and temporary construction easements described in Section II below but not to include the reimbursement of improvements required by any land development regulations of the City of Statesville,
 - (2) All reasonable and documented costs and expenses incurred by the Project Engineer in providing the design services described in Article Section I above, and in obtaining the permits for the Infrastructure Improvements, and
 - (3) Costs associated with items (1) and (2) are allocable from the infrastructure improvement grant provided by the City and will reduce the grant amount used for the City reimbursement calculation.

- b. In connection with the preparation of the plans and specifications for the Infrastructure Improvements, the City shall furnish to the Project Engineer any information that it has in its possession or control regarding the capacity of the existing Third Creek Wastewater Treatment Plant and its associated collection system facilities

(lift stations). Any required capacity improvements to the associated collection facilities will be considered allocable Infrastructure Improvement construction costs.

c. The Contractor shall submit to the City, no more frequently than monthly, an application for payment certified by the Developer's Project Engineer (the "Application for Payment"), accompanied by appropriate supporting documents. Each Application for Payment shall (a) itemizes the elements of the Infrastructure Improvements that have been completed; (b) include an interim lien waiver from the Contractor and (if applicable) the Project Engineer, in a form acceptable under the laws of North Carolina, certifying that it has been paid in full through the date of the last Application for Payment; and

d. Following the substantial completion of the Infrastructure Improvements, and the acceptance of the Infrastructure Improvements by the City and NCDEQ, the Contractor shall submit a final Application for Payment, accompanied by a final lien waiver from the Contractor and the Project Engineer, in a form acceptable under the laws of North Carolina. Within fifteen (15) days after receipt of each Application for Payment, the City shall pay to the Contractor the amount specified on the Application for Payment. The City shall have no obligation to pay for any item on the invoice which falls outside the purpose of the grant to extend this sewer line. Any inclusion of such an item would become the sole financial responsibility of the Developer. All parties shall ensure that grant funds are used for grant purposes.

e. Notwithstanding the foregoing, the maximum amount that the City shall be required to contribute under this Agreement shall be the amount of the State Grant, or Two Million Nine Hundred Fifty-Five Thousand and No/100 Dollars (\$2,955,000.00) (the "Reimbursement Cap") and shall be contingent upon the City's receipt of this amount by way of grant from the State of North Carolina pursuant to N.C.G.S. 143C-6-8.. The Reimbursement Cap shall be reduced if the City receives less than Two Million Nine Hundred Fifty-Five Thousand and No/100 Dollars to the actual amount received in the grant by the City. Any costs of designing, permitting, easement acquisition, or constructing the Infrastructure Improvements in excess of the Reimbursement Cap shall be borne solely by the Developer and shall be reimbursed to the City. After the Reimbursement Cap has been reached, the City shall present Developer with any invoices due for either the design, planning, construction, or engineering. The developer shall reimburse the City within thirty (30) days of receipt of the invoice.

f. The City shall have the right to request an increase to the size of the sewer trunk line beyond the size that is needed to serve the proposed development on the Developer Property and the proposed expansion of the manufacturing facility on the Adjacent Property, so that the trunk line can serve future growth in the area. In that event, the parties shall agree in advance on the amount of increased costs associated with the upsizing of the trunk line. The calculated cost attributable to the upsizing (betterment) will be counted toward the Reimbursement Cap.

g. If the City does not receive the grant from the State of North Carolina for Two Million Nine Hundred Fifty-Five Thousand and No/100 Dollars (\$2,955,000.00) ("Grant Funds"), then the City shall have no obligation to reimburse the Developer for the Reimbursable Project, including but not limited to any cost associated with the easement acquisition, design, engineering, or construction contemplated herein with exception to any cost associated solely with subparagraph (f) above wherein the City has requested to increase the size of the sewer trunk line beyond the size that is needed to serve the proposed development on the Developer Property.

h. If this contract terminates due to any reason, then any unexpended funds shall revert to the State of North Carolina.

II. City's Responsibility in Use of Grant Funds

- a. All grant funds and interest earned from the funds shall be maintained by the City in a separate fund and shall be monitored for adequate oversight to prevent the misuse of grant funds.
- b. The City shall be responsible for preparing quarterly financial reports for subgrantee, outlining all Grant Funds expended.
- c. The City shall be responsible for managing and monitoring the Reimbursable Project.

d. The City shall suspend further disbursements or use of grant funds if it is discovered that either the City or the Developer have not followed the rules and procedures of either this contract or the grant. Ceasing to follow the rules of either the grant or this contract shall constitute a default under this contract which shall be governed under Article IV of this Agreement. The City shall reinstate the qualified disbursements and use of grant funds as the parties resolve the dispute through the default mechanisms of Article IV.

- e. All use of Grant Funds shall comply with N.C. Gen. Stat. 143C-6-23.

ARTICLE IV

PUBLIC BIDDING REQUIREMENTS

- I. Both Parties acknowledge that under N.C. General Statutes §160A-499(d) and N.C. General Statute §143-129, the costs of this construction work are expected to require the City to use formal competitive bidding methods set forth in Article 8 of Chapter 143 of the North Carolina General Statutes. As costs for this construction work are expected to exceed Five Hundred Thousand Dollars and No/Dollar (\$500,000.000), the City shall be required to use formal bidding procedures as set forth in the General Statutes.

**ARTICLE V
MISCELLANEOUS**

- I. Design.** It shall be the responsibility of the Developer to fully design the Reimbursable Project, and to provide construction drawings for the Infrastructure Improvements to the City, and to ensure that any and all required regulatory approvals for the Reimbursable Project are in place before beginning construction.
- II. Indemnification.** The Developer agrees to protect, defend, indemnify, and hold the City and its officers, employees, and agents free and harmless from and against losses penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities arising from all claims, liens, demands, obligations, actions, proceedings, or cause of action by the Developer or third parties in connection with the performance of the Developer's obligations under this Agreement, its agents, employees, and contractors.
- III. Notices.** All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery shown on the return receipt. Notice given in any other manner shall be effective upon the actual receipt by the addressee. Notice shall be issued to the Parties at the following addresses:

To the City:

The City of Statesville
Attn: City Manager
227 South Center Street
Statesville, NC 28677
P. (704) 878.3550
F. (704) 878.3514
Email:

To the Developer:

Prestige Acquisitions, LLC
7224 Jameson Way
Stanley, NC 28164
Attn: Steven Bailey
Email: steve@pcdlc.net

- V. Expiration of Agreement.** If the Developer does not commence construction of the Reimbursable Project within twelve (12) months of the date of this Agreement absent delays outside of Developer's control (including delay in obtaining any right of way and/or easement dedications), this Agreement shall terminate, and the parties shall have no further obligations under this Agreement. Otherwise, this Agreement shall last two (2)

years from the date of the execution of this Agreement. Any reimbursements earned but not requested by the Developer at the expiration of this two (2) year period shall expire and no longer be available to the Developer or any other party provided that Developer may request an extension in the event of delays outside of the Developer's control, the consent for which shall not be unreasonably withheld.

- V. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Each party consents to the jurisdiction of Iredell County. Further, this Agreement is entered under the authority of N.C. General Statutes 160A-499, and any provision hereof in conflict with that authority shall be null and void.
- VI. **Default.** The terms and conditions of this Agreement shall be enforceable by the parties only by actions for specific performance or injunctive relief, subject to any defenses that may be asserted. Neither party shall be liable here under for special, consequential, lost profit, or punitive damages. Any defaulting party under this Agreement must first be given notice of such breach and an opportunity to cure the breach within fifteen (15) days using commercially reasonable diligence. If the breaching party does not cure within fifteen (15) days, either Party may compel mediation between the parties to determine if the issues can be resolved amicably. In the event that the parties did not agree at a mediation, the parties agree to a binding Arbitration in Iredell County, North Carolina pursuant to the American Arbitration Association Rules. The Arbitration provisions shall be pled in bar to any suit against Seller. Any failure or omissions of the non-de faulting party to exercise any right or remedy provided herein shall not be deemed a waiver of such party's right to enforce strictly the defaulting party's obligations in any other instance.
- VII. **Authority.** The City and the Developer each warrant and represent to the other that it has full right and authority to enter into this Agreement, and that the person signing on behalf of each party is authorized to do so.
- VIII. **Relationship of the Parties.** This Agreement shall not be considered to create a joint venture, partnership or other legal relationship between the parties or as giving the right of either party to legally bind the other party in any manner or to be able to incur debts or liabilities on behalf of the other party or create a condition in which either party shall share or be responsible for the debts or liabilities of the other party. This Agreement shall not be considered to constitute the appointment of either party as a representative of the other party.
- IX. **Severability.** If any provision of this Agreement is held by a Court of competent jurisdiction to be in valid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.
- X. **Amendment.** This Agreement may not be amended or terminated except by written. agreement signed by both parties.

- XI. Easements.** The City agrees, at the request of the Developer, to assist the Developer in negotiations with adjacent property owners to obtain the necessary easements for the construction and operation of the Infrastructure Improvements. The Developer shall obtain such easements at its own expense, the costs of which may be included in the expenses that are reimbursable under this Agreement, and the City shall have no obligation to incur such costs. However, the City shall, at the request of the Developer, notify any adjacent property owners that the City may pursue an action for eminent domain to acquire the necessary easement rights if the Developer and such adjacent property owner are unable to reach agreement on the terms of such easements.
- XII. Assignment.** This Agreement may not be assigned by the Developer.
- XIII. Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties, covenants, or obligations except as set forth in this Agreement. This Agreement supersedes any and all prior and contemporaneous agreements, understandings, negotiations, and discussions relating to the subject matter hereof, written or oral, of the parties. The rights, obligations, limitations and duties of this Agreement inure to the benefit of the successors and/or assigns of the parties.
- XIV. Future Maintenance.** Once the Reimbursable Project is approved by the North Carolina Department of Environmental Quality, the City shall have the continuing and ongoing obligation to maintain and repair the same outside of any warranty issues presented during the first year after acceptance.
- XV. Approval.** This Agreement does not guarantee any specific approvals of any proposed annexation requests.
- XVI. Exhibit List.** The following exhibits are hereby incorporated by reference:
- a. Exhibit A: Legal Description of the Developer Property
 - b. Exhibit B: Legal Description of the Adjacent Property
- XVII. Conflict of Interest.** Developer shall maintain a conflict-of-interest policy governing conflicts that may arise involving Developer's management employees and members of its board of directors or other governing body in compliance with N.C. Gen. Stat. 143C-6-23(b).
- XVIII. No Overdue Tax Debts.** Prior to the City's first required Reimbursement payment, Developer shall submit a writing to the City stating under oath that it does not have any overdue tax debts as defined by N.C. Gen. Stat. 105-243.1, at the federal, state, or local level in accordance with N.C. Gen. Stat. 143C-6-23(c).
- XIX. Antitrust Laws.** This contract is entered into in compliance with all State and Federal antitrust laws.

XX. Compliance with Law. The Developer shall be responsible for compliance of all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of the Developer's business and work performance under this Agreement, including those of Federal, State and local agencies having appropriate jurisdiction.

XXI. Certification. The Developer certifies that they have not been debarred or suspended from receiving Federal or State funds.

XXII. Contingency on Appropriation of Funds. This Agreement, and the City's responsibilities and duties to pay any money due under this Agreement, is contingent on the City's receipt of a grant from the State of North Carolina pursuant to N.C.G.S. 143C-6-8. If the City does not receive this grant, for any reason, then this Agreement shall be void and terminate.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

This 18 day of November, 2024

THE CITY OF STATESVILLE

BY: Constantine H. Kutteh
Constantine H. Kutteh, Mayor

(SEAL)

ATTEST: Emily Kurfees
Emily Kurfees, Clerk of Statesville



NORTH CAROLINA

IREDELL COUNTY

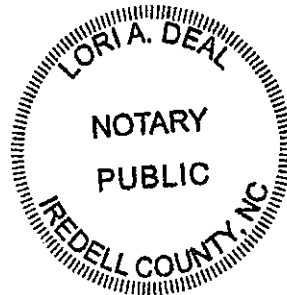
I, Lori A. Deal, am Notary Public of said County and State, certify that Emily Kurfees who is known to me, personally came before me this day and acknowledged that she is the Clerk of the City of Statesville, and that by authority duly given and as the act of the body politic, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official stamp or seal, this 20th day of November, 2024

Lori A. Deal
Notary Public

My Commission Expires: Nov. 20, 2026

(SEAL)



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

BY: Tim Carr
Tim Carr, Chief Financial Officer

Prestige Land & Site Works, LLC, a North Carolina limited liability company

BY:

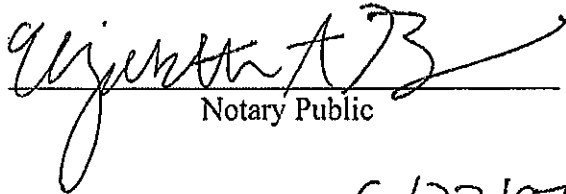

[Steven Bailey, President]

NORTH CAROLINA

LINCOLN ²³
IREDELL COUNTY

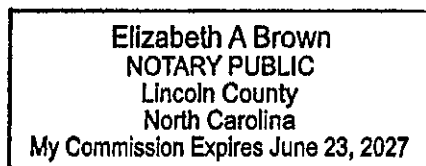
I, Elizabeth A Brown, a Notary Public in and for County and State of North Carolina, do certify that Steven Bailey, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Company, in his capacity as President of Prestige Land & Site Works, LLC, a North Carolina limited liability company.

WITNESS my hand and official stamp or seal, this 6th day of November, 2024.


Notary Public

My Commission Expires: 6/23/27

(SEAL)



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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Pierce, DSDC Executive Director
DATE: 9/25/2025 4:59 PM

ACTION NEEDED ON: October 6, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Receive the West Front Street and Monroe Street Area Wide Plan and consider approving the plan.

1. Summary of Information:

The City of Statesville developed a small area plan to guide the revitalization of two key corridors—Monroe Street and West Front Street—using funding from an EPA Brownfields Assessment Grant. This effort, part of the EPA’s program to support environmental cleanup and redevelopment, focused on transforming historically industrial areas into vibrant, mixed-use districts. The plan was shaped through a robust community engagement process, including a steering committee, stakeholder interviews, public workshops, and a final presentation, with over 700 residents and property owners contacted throughout. The Planning Board unanimously approved the plan, which includes detailed recommendations found on pages 40–75 of the document, supported by background research and implementation strategies. For Monroe Street, the focus is on enhancing mobility, adding open spaces, and improving access to community services such as affordable housing and grocery retail. For West Front Street, the plan emphasizes improving pedestrian-friendly infrastructure, expanding public green spaces, and encouraging economic development through adaptive reuse, historic preservation, and mixed-use development.

2. Previous Council or Relevant Actions:

City Council received the small area plan on June 16, 2025.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

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

Connecting Our Communities: Expand access to enriching cultural, recreational, and open space amenities.

Strategic Plan Values: N/A

The small area plan outlines a vision for revitalizing two key corridors in our community: W. Front Street and Monroe Street. Redevelopment and infill in these areas will leverage existing infrastructure while also supporting the development of new infrastructure, driven by increased property values. Both plans emphasize enhancing public amenities, with a focus on creating more walkable streets and expanding opportunities for public recreation.

4. Budget/Funding Implications:

Approval of the plan does not carry any direct costs. Proposed changes to the development code will be integrated into the overall update of the Unified Development Ordinance (UDO). In the future, City Council may choose to allocate funding for specific projects along the corridor or for staff support to advance the plan's goals.

5. Consequences for Not Acting:

If the council does not approve the small area plans, the city risks losing a clear and coordinated vision for redevelopment along key corridors, potentially leading to disjointed or inconsistent growth. It may also weaken the city's ability to compete for grants and external funding tied to planning readiness. Without an adopted plan, needed infrastructure and public amenity improvements may be delayed or lack strategic justification. Additionally, dismissing a plan shaped by community input could undermine public trust and reduce engagement in future planning efforts.

6. Department Recommendation:

Receive the report.

7. Manager Comments:

Recommend approving these plans.

8. Next Steps:

Approve the small area plan and forward to the contractor overseeing the UDC update for incorporation into the UDC.

9. Attachments:

None.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Kirkendall, Senior Planner
DATE: 9/18/2025 5:37 PM

ACTION NEEDED ON: October 6, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the second reading of the proposed text amendment TA 25-01 by Downtown Statesville Development Corporation to allow Drinking Establishments in the Central Business (CB) Zoning District.

1. Summary of Information:

Several downtown businesses have expressed to DSDC a desire to serve alcohol. Currently, our UDC does not allow Drinking Establishments in the CB (Central Business) Zoning District. City Staff met with the DSDC Board, who at their May meeting unanimously approved the recommendation of allowing drinking establishments in the CB Zoning District. Staff also conducted research of neighboring cities and towns for comparison. Mooresville, Salisbury, Hickory, Huntersville, Lenoir, and Kernersville all permit drinking establishments (bars) in their downtown districts.

Similar uses are already permitted within the CB District such as alcoholic beverage stores, brewpubs, and micro-distilleries. Additionally, the city recently created the 'Ville, a downtown social district.

2. Previous Council or Relevant Actions:

The Planning Board recommended approval of this text amendment with a vote of 5-1 at their June 24, 2025 meeting.

City Council held the public hearing of the text amendment at the July 14th meeting. No members from the public spoke. Matthew Pierce, who serves as executive director of DSDC, spoke in favor of the text amendment.

Council Member Jones asked for staff to review the downtown trash issue.

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 Quality and Creativity

This text amendment provides more opportunities for new businesses to come to Downtown

Statesville. It also helps DSDC recruit new businesses to come to downtown.

4. Budget/Funding Implications:

N/A

5. Consequences for Not Acting:

Drinking establishments would not be permitted in downtown unless it is an eating establishment.

6. Department Recommendation:

The department recommends approving the text amendment as presented.

7. Manager Comments:

Recommend approving the text amendment and providing guidance to the staff regarding the suggestions concerning downtown garbage, listed in the attached memo.

8. Next Steps:

Sign the ordinance and add it to Municode.

9. Attachments:

1. Ordinance TA25-01 Drinking Establishments 2
2. 2025.9.15_Sanitation_Memorandum_V01

ORDINANCE NO. -25AN ORDINANCE AMENDING ARTICLE 3, SECTION 3.04 ZONING DISTRICT
REGULATIONS, TABLE 3-1: USE MATRIX.

TA25-01 Drinking Establishments

WHEREAS, the DSDC and City staff are requesting an amendment to the text of the Unified Development Code (UDC), which would allow Drinking Establishments in the CB (Central Business) Zoning District.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Statesville that the Unified Development Code (UDC) be amended as follows:

Amend Section 3.04, Table 3-1: Use Matrix as follows:

Use	CB	CBP/ H-115
Drinking Establishments	X	X

This ordinance was introduced for first reading by Council member _____, seconded by Council member _____, and unanimously carried on the 14th day of July 2025.

AYES:

NAYS:

The second and final reading of this ordinance was heard on the 4th day of August 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 4th day of August 2025.

CITY OF STATESVILLE

Constantine H. Kutteh, Mayor

APPROVED AS TO FORM

ATTEST:

Leah Gaines-Messick, City Attorney

Emily Kurfees, City Clerk

MEMORANDUM

To: Ron Smith, City Manager

From: Matthew Pierce, Downtown Business & Development Manager

Date: September 17, 2025

Re: Sanitation in Central Business District

CC: Steve Bridges, Public Works Director
Scott Bustle, Recreation & Parks
Russell Brown, Sanitation Superintendent
Richard Griggs, Recreation & Parks Director
Scott Harrell, Assistant City Manager
Emily Kurfees, Statesville City Clerk

Dumpsters and Screening

Council requested that staff respond to

- a. the requirements for dumpster screening in the Central Business (CB) district and
- b. current dumpster usage in that district.

Requirements regarding dumpsters are found in the Unified Development Code (UDC) in three sections.

Article 6 Section 6.08, “[Design Standards for Non-Residential Developments](#).” This section explicitly “does not apply to the CB, CBP, HD, LI or HI zoning districts.” (The proposed text amendment is for the CB business district.) The section nonetheless outlines principles for screening dumpsters worth noting.

“Projecting elements like...trash enclosures...shall be:

- 1) screened from public view with material similar to the structure or
- 2) they shall be so located as not to be visible from any public view with materials similar to the structure or
- 3) they shall be located as not to be visible from any public view or from potential buildings, streets or residences nearby.”

Section 6.09 *does* regulate *temporary* dumpsters downtown, but not permanent ones.

The primary regulation of permanent dumpsters everywhere—and therefore downtown—is found in

Bulk containers, rollout receptacles and recycling containers shall be screened from public streets for all new construction including improvements to properties whereby the cost of improvements equal or exceed fifty percent (50%) of the structural value.

Apart from requirements for new development/redevelopment in 6.03.O, the UDC currently does not include requirements for permanent dumpsters in the Central Business district.

Note, though, the two principles of screening within 6.08:

- a. trash enclosures shall be not visible from any public view and
- b. trash enclosures should be built using materials similar to the principal structure.

The UDC does NOT specifically define “public view,” a phrase debated within North Carolina courts in other contexts. For present purposes, “public view” means able to be seen from public rights of way, particularly streets and sidewalks.

Within the Central Business district and its immediate surroundings, there are approximately 33 dumpsters, roughly 20 of which are within public view AND unscreened.

For the purpose of maintaining an attractive, inviting downtown, screening is particularly important for dumpsters within public view from streetscaped portions of downtown where the City has invested to encourage foot traffic.

1. The block bounded by Meeting St (west), West End (north), N. Center St (east), and W. Broad St (south) contains 3+ dumpsters readily visible from W. Broad St (streetscape). One of these sits on the public parking lot between West End and Tunxis. These are also visible from West End, one of the gateways into downtown.
2. The city-owned parking lot connecting E. Broad and Cooper St (behind the Clocktower Building) has an unscreened dumpster readily visible from E. Broad (streetscape).
3. The ARS parking lot adjacent to 132 E. Broad has a dumpster in the rear of the property.

Some potential tools for council:

1. Regulatory—Council currently requires screening of dumpsters when a property is developed/redeveloped. Council could require screening throughout the CB district of new dumpsters or forbid unscreened dumpsters within a distance from a streetscaped portion of the right of way, for example.
2. Provide enclosures—The City of Sanford created enclosed (screened) dumpster pads for local businesses. Businesses rent the pad + dumpster enclosure from the

city for a nominal fee (chiefly for tracking purposes) AND provide their own dumpster. Businesses agree to specific stipulations about cleanliness and maintenance of and around the dumpster. The City of Monroe also provides screened dumpsters in their downtown.

3. Provide a trash compactor—New Bern and its Main Street affiliate, Swiss Bear, are weighing the possibility of a city-operated trash compactor downtown. This would provide a shared location for refuse as well as address concerns about the smell of dumpsters with businesses close by on all four sides.

Toter Clusters

Council also requested that staff provide an update on current usage of rolling bins (“Toters”) downtown, especially areas with clusters of more than three bins together.

Staff identified roughly ten clusters of bins in the downtown, including one particularly visible from the streetscape (the alley across from Red Buffalo). In most cases, sanitation staff can access the bins with current equipment/vehicles. In the case of the alley that connects S. Meeting Street to Court Street, bins must be wheeled to the street to be picked up, occasionally resulting in bins left out along the road longer than necessary. The bins within public view sometimes appear cluttered.

Some potential tools for council:

1. Requiring businesses to forego bins in exchange for dumpsters would require either a) allowing new private dumpsters in the CB district *or* providing dumpster pads + screening as outlined above. The public parking lots along Tunxis and Meeting are obvious possibilities for enclosed pads to serve businesses on that block. The public parking lot next to the Plaza could serve businesses along the nearby Court/Meeting alley.
2. The Town of Brevard invested in a dumpster “substitute,” EnviroBINs. Downtown Brevard does not have alleys/backstreets near the main block of restaurants. Brevard therefore invested in a dumpster alternative, surface level receptacles with subsurface storage. Placed near restaurants and other generators of significant waste, these receptacles allow for more trash to be collected in an area but with a lower profile. These bins require special attachments to sanitation trucks. Downtown Brevard monitors these bins to ensure appropriate use and general accountability. The company used by Brevard can be found at binovagroup.com.

Litter and Overfull Public Trashcans

Publicly installed trashcans are emptied five days a week (M-F) by a full-time Recreation & Parks staff member. Recreation and Sanitation staff met to discuss current challenges.

1. The 100 and 200 blocks of West Broad Street generate a significant amount of trash, especially on Friday night. Currently, staff only empty trash Monday through Friday, which risks leaving city trash cans full Friday evening through Monday morning.
2. Some businesses have significant problems with litter in front of and near their businesses. In some cases, this litter accumulates during the day *after* it has been cleaned up that morning.

Staff responses:

1. Recreation and Sanitation will coordinate late-afternoon Friday trashcan collection with downtown sanitation pickup to prepare for the weekend. The Sanitation Department will pick up city trash containers along W. Broad Street during their Saturday downtown run. This will reduce trash overflow and litter from the weekends.
2. Staff is developing a process for enforcing Chapter 19 of the City Code, which allows for the City to impose civil penalties of \$50.00 per instance on individuals and businesses that “put non-acceptable trash in garbage cans/toters and allowing loose garbage(litter) on properties in the city as well as in the medians and streets and rights of way.” Staff will take a three-step approach to enforcement. Downtown staff will begin with conversations with “problem businesses” as a first run at addressing problem spots. Next, downtown staff will inform all businesses (especially frequent violators) of forthcoming enforcement of Chapter 19. Single warnings will be given out to offending businesses. Fines will begin being issued thereafter.

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**Airport Commission
Minutes
August 13, 2025, 2025 – 12:00pm**

The Statesville Airport Commission met on Wednesday, June 11, at City Hall.

Members Present: Steve Johnson, David Stamey, David Bullins, Todd Bodell, Mike Colyer, David Bullins, Jap Johnson, Ex-Officio Member

Staff Present: John Ferguson, Carissa Barnette

Others Present: Jon McCalmont, Parrish and Partners

Approval of Minutes.

Mr. Colyer approved the minutes of the May 2025 meeting. Mr. Bodell Seconded. Motion was approved unanimously. There was no meeting in July. There was not a quorum for the June meeting.

Staff Report- Operations

- Mr. Ferguson reviewed the lease for Crosswinds Aviation, a flight school on the airport that is wanting to construct a hangar on the south taxiway. At the City Council meeting, the Council delayed approval of the lease until a more recent appraisal of our land rates was accomplished. In order to keep the process moving, Crosswinds agreed to adjust the ground rental from \$0.28 per sq. ft. to \$0.35 per square foot or whatever the lease rate is established by the appraisal. The lease will be reconsidered at the August 18, 2025 City Council meeting.
- We are in the process of interviewing for a new customer service position. We have contacted four candidates to interview.
- Mr. Ferguson reviewed the June 30, 2025 financial report. The financials include the new fire truck which was paid for by cash.
- Mr. Ferguson reviewed the operations and fueling reports for FY 2024-25.
- Due to the loss of 2 part time employees and a full time employee on FLA, we were able to convert a part time position into a full time position to help with coverage.

Project Updates – Mr. McCalmont

Terminal:

- Terminal is progressing. Completion date is the middle of December.
- **Hangar:** Plans have been returned from NCDOT Aviation Division. Our goal is to get the hangar cost to around \$7 million.

Expand Terminal Apron:

- 100% comments should be back shortly.

- **Runway Safety Area-** Plans have been approved by NCDOT Aviation. Work authorization approval will be placed on the September 15 City Council meeting.
- **Runway End Survey-** Raw data is scheduled to be received in the next 2 weeks. Full report is scheduled to be completed by end of September.
- **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

Mr. Bodell moved to adjourn and Mr. Bullins, seconded. Meeting ended at 12:25 PM.