



STATESVILLE CITY COUNCIL MEETING

Statesville City Hall – 227 S. Center Street

October 16, 2025 - 4:00 p.m. - Pre-Agenda Meeting – 2nd Floor Conference Room

October 20, 2025 – 6:00 p.m. – Regular Meeting – City Council Chambers

- I. Call to Order**
- II. Invocation**
- III. Pledge of Allegiance**
- IV. Adoption of the Agenda**
- V. Code of Ethics and Front and Center Strategic Plan p. 3**
- VI. Presentations & Recognitions**
 - 1. Water Treatment Plant Optimization Award**
- VII. Public Comment**

VIII. CONSENT AGENDA

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

- A. Consider approving the October 2, 2025, Pre-Agenda Meeting Minutes and the October 6, 2025, Regular Meeting Minutes. (E. Kurfees) p. 7**
- B. Consider passing a resolution directing the City Clerk to investigate a petition of annexation, AX25-10 Hill Haven Subdivision, filed by Mr. Bob Williamsen for the parcels located at the intersection of Hill Haven Road and Shelton Avenue, receive the City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of November 3, 2025, for a public hearing for the petition of annexation. (Kirkendall) p. 17**
- C. Consider approving a five-year hangar lease with Air Helmuth, LLC. (Ferguson) p. 27**
- D. Consider approving a ten-year hangar lease with Iredell Air Care. (Ferguson) p. 35**
- E. Consider approving a variety of name changes for the Recreation and Parks Department including Statesville Recreation & Parks Department to Statesville Recreation & Economic Vitality, Statesville Fitness & Activity Center to Statesville Recreation Center, and Statesville Civic Center to Statesville Event Center. (Griggs) p. 67**
- F. Consider approving a resolution in support of a marker describing the lynching of Charles Campbell in 1883. (Johnson) p. 69**
- G. Consider approving the second reading of an ordinance that 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. 77**

- H. Consider approving the second reading of an ordinance for the removal of prohibited acts located in Sec. 21-34 of the Solicitor Ordinance. (Onley) p. 81
- I. Consider joining the Town of Mooresville and the Town of Troutman for a Planning Grant for the purpose of conducting a feasibility study to bring county-wide micro-transit feasibility study through CRTPO. (Kirkendall) p. 87
- J. Consider approving a resolution authorizing the execution of a reimbursement agreement with CIP Crossroads, LLC. (Harrell) p. 93

REGULAR AGENDA

- IX. Conduct a public hearing and consider passing first reading of an ordinance to annex AX25-05 407 and 417 Central Avenue. (Kirkendall) p. 107
- X. Conduct a public hearing and consider passing the first reading of the annexation AX25-09 Statesville Fire Department Station 5, filed by Chief Glenn Kurfees on behalf of the City for the parcel located at 533 Gaither Road. (Kirkendall) po. 115
- XI. Conduct a public hearing and consider passing the first reading of an ordinance to annex AX25-08 Compass Data Centers for parcels along Stamey Farm Road and Hickory Hwy. (Kirkendall) p. 125
- XII. Conduct a public hearing and consider passing the first reading of Rezoning Request ZC25-04 Hill Haven for properties located at the intersection of Shelton Avenue and Hill Haven Road, to rezone from Iredell County R-20 District, HB CUD District and NB District to City of Statesville R-8 CZ District, to provide a proposed 385 lot single family development known as Hill Haven.(Caulder) p. 141
- XIII. Consider passing the second reading of the rezoning request ZC25-06 Dairi-O Restaurant or consider postponing the second reading until the City Council meeting to be held on December 15, 2025. (Kirkendall) p. 167
- XIV. Consider passing the second reading of an ordinance to annex AX25-04 Dairi-O, filed by Mr. Scott Frye, on behalf of the property owners, for the four parcels located along Turnersburg Highway between Harbor Freight and Fairview Baptist Church or consider postponing the second reading until the City Council Meeting to be held on December 15, 2025. (Kirkendall) p. 169
- XV. City Manager's Report
- XVI. Advisory Boards Meeting Minutes p. 171
 - 1. August 21, 2025 Stormwater Advisory Commission
 - 2. September 2, 2025 ABC Board Meeting Minutes
 - 3. September 10, 2025 Airport Commission Meeting Minutes
- XVII. Other Business
- XVIII. Closed Session (After Pre- Agenda)
 - 1. G.S. 143-318.11(a)(3), Attorney-Client Privilege
- XIX. 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



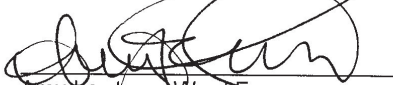
David Jones, Mayor Pro Tem – Ward One



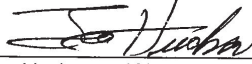
C.O. "Gap" Johnson – Ward Two



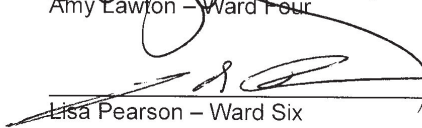
Doris Allison – Ward Three



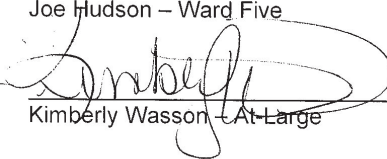
Amy Lawton – Ward Four



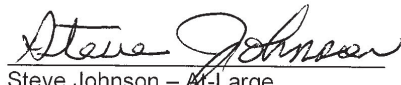
Joe Hudson – Ward Five



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.

MINUTE BOOK 31, PAGE
STATESVILLE CITY COUNCIL PRE-AGENDA MEETING MINUTES – October 2, 2025
CITY HALL – 227 S. CENTER STREET, STATESVILLE, NC – 4:00 P.M.

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

Council Absent: Wasson

Staff Present: Ron Smith, Messick, E. Kurfees, Hubert, Griggs, Vaughan, Ferguson, Pierce, G. Kurfees, Harrell, Onley

I. Call to Order

Mayor Kutteh stated that we will have to go into closed session today. He stated that today is the National Night Out for SPD.

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. **Carolina BalloonFest Proclamation**
2. **Public Power Week Proclamation**
3. **Fire Prevention Week Proclamation**
4. **National Crime Prevention Month Proclamation**
5. **Domestic Violence Awareness Month Proclamation**

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)**
- B. Consider passing the second reading of an ordinance to annex AX25-07 the Oaks at James Farm at 474 James Farm Road. (Kirkendall)**
- C. Consider passing the second reading of a conditional rezoning ZC25-13 Compass Data Center. (Ashley)**
- 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)**

- 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)**
Smith stated that there is no new money added to this project.
- 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)**
Mayor Kutteh stated that the bids were more than we expected and we received additional funds. We are still short, so we are modifying the project. He stated that the grant funding is from the good work of staff and the commission.
- G. Consider appointing Michelle Rokes to the ABC Board. (Nicholson)**
- H. Consider approving an amended economic incentive agreement for Statesville Logistics, LLC. (Bossert)**
- 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)**
Adkins stated that the change was only reducing the amount of days for towing and adding the online payment options.
- J. Consider approving an amended ordinance and the removal of prohibited acts located in Sec. 21-34 of the Solicitor Ordinance. (Onley)**
Messick stated that we need to amend the ordinance for first amendment considerations. We discovered some case law in other circuits, so we needed to change.
- 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)**
- 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)**
- 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)**
- N. Consider approving a resolution for a condemnation for a public utility easement on parcel 4724-32-6780 (Benbow) in accordance with City Code § 9.1. (Vaughan)**
Mayor Kutteh stated that this is for the Briarwood Subdivision. Vaughan stated that the design is complete, and we should be ready to go to bid soon.

REGULAR AGENDA

VIII. Receive an update on the Monroe Street and Front Street Small Area Plan and consider approving the Small Area Plan. (Pierce)

Pierce stated that the consultants will present for your approval.

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)

Kirkendall stated that he reviewed the text amendment and Pierce provided some options for the downtown trash that was asked for. Smith stated that there was no single issue to fix the issue.

Pierce stated that there were three items: how other communities handle dumpsters, how to handle trash on the street and downtown receptacles.

Council Member Jones is concerned about having a plan. Pierce stated that he is looking at a hybrid between Brevard and Sanford.

Council Member Allison's concern is for everyone to do their own responsibility.

X. City Manager's Report

XI. Advisory Boards Meeting Minutes

1. August 13, 2025 Airport Commission Meeting Minutes

XII. Other Business

XIII. Closed Session (Following Pre-Agenda)

Mayor Kutteh stated that we need to go into closed session for the following items:

1. G.S. 143-318.11(a)(3), Attorney-Client Privilege
2. G.S. 143-318.11(a)(4), Economic Development
3. G.S. 143-318.11(a)(5), Land Acquisition

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

Mayor Kutteh stated that during closed session those 3 things were discussed and no decisions were made.

XIV. Adjournment

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

Emily Kurfees, City Clerk

Constantine H. Kutteh, Mayor

MINUTE BOOK 31, PAGE
STATESVILLE CITY COUNCIL PRE-AGENDA MEETING MINUTES – October 6, 2025
CITY HALL – 227 S. CENTER STREET, STATESVILLE, NC – 6:00 P.M.

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

Council Absent: None

Staff Present: Ron Smith, Messick, E. Kurfees, Hubert, Griggs, Ferguson, Pierce, G. Kurfees, Harrell, Onley, Morrison, Adkins, Lawrence, Vaughan, Nesbit, Ashley, Bridges, Austin, Griffin, Ivarsson, Leis, Wiles

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

Council Member Lawton made a motion to approve the agenda as presented. Council Member Hudson seconded the motion. The motion passed unanimously.

V. Code of Ethics and Front and Center Strategic Plan

The Council tried to adhere to the Code of Ethics and Strategic Plan.

VI. Presentations & Recognitions

Mayor Kutteh stated that each department has been very busy. He wanted to thank the manager and staff for all their work. He thanked the Fire Department for their work on the gas leak today.

1. Carolina BalloonFest Proclamation

Mayor Kutteh introduced Sam Parks and read the proclamation into the record. Mr. Parks provided an overview of the BalloonFest.

2. Public Power Week Proclamation

Mayor Kutteh stated that we are a public power community. He asked for Cody Leis and his team up to the podium. He read the proclamation into the record. Leis stated that his team has been busy. Statesville currently has a Diamond Level Status.

3. Fire Prevention Week Proclamation

Mayor Kutteh asked for Chief Kurfees and Fire Marshal Morrison to the podium. He read the proclamation into the record.

4. National Crime Prevention Month Proclamation

Mayor Kutteh asked for the Police to come to the podium. He read the proclamation into the record.

5. **Domestic Violence Awareness Month Proclamation**

Mayor Kutteh stated that one fourth of society is afflicted with domestic violence. He asked for Pam Navey to come to the podium. He read the proclamation into the record. Ms. Navey thanked the City Council on behalf of the Domestic Violence taskforce. She invited the council to October 15th upper room domestic violence event.

VII. CONSENT AGENDA

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- H. Consider approving an amended economic incentive agreement for Statesville Logistics, LLC. (Bosser)**
- I. Consider approving changes to the civil penalties for the parking enforcement ordinance to reflect changes to the fine amount, towing charge, and online payment option. (Onley)**
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Council Member S. Johnson stated that he spoke to the Chief Onley about the parking ordinance and we maintain a policy about overnight parking with a medical emergency.

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

REGULAR AGENDA

VIII. Receive an update on the Monroe Street and Front Street Small Area Plan and consider approving the Small Area Plan. (Pierce)

Pierce stated that the Brownfield Assessment Grant was used to create the vision for the Monroe Street and Front Street Small Area Plan.

Katlyn Woolard is the consultant on the project. She stated that this project was funded by EPA grant. The existing conditions of the communities are blite and other challenges. They completed a market analysis with takeaways including that residential and industrial development are strongest in these areas. Investment in these areas will need public and private investment. She reviewed the community engagement strategy.

She provided recommendations on both plans. Mobility recommendations include streetscape redevelopment. She recommended sidewalks, lighting, and murals. They recommend expanding Abernathy Park and recommend expanding park space. In addition, they recommended some greenway space in the rail right of way space.

She reviewed the mobility, open space, and land use for the Monroe Street Corridor. She recommends connecting to the multiuse path on Hwy 70. They recommend adding expanded sidewalks, lighting, and pedestrian crossings. For open space, they recommend connecting to the multiuse trail and pocket parks on the existing purple heart homes property.

Council Member S. Johnson stated that we need to protect our gateways but need to protect our businesses. He stated that we have a chance to better the W. Front Street area.

Council Member Pearson stated that the plan is an improvement. She asked if there was an opportunity zone on Monroe Street. The consultant stated that investment in the area can have tax incentives. This allows the development of the area to be incentivized. Council Member Allison asked about the opportunity zones.

Council Member Pearson asked about the funding. The consultant stated that the grant funding need additional review.

Mayor Kutteh stated asked the consultant to speak about the incremental steps we can take towards the plan. The consultant stated that each part of the plan have short and long term goals. Short term steps can be that the code is up to date to make some the vision happen and encourage positive redevelopment. Also, some organizational things such as meeting property owners and business owners. A long term goal is the streetscape improvement plan.

Council Member Jones asked how to capitalize on opportunity zones. The consultant stated that economic development at a state level will be a stakeholder. The state legislature and department of commerce will be working on the opportunity zone redrawing. Council Member Jones stated that these two and the Shelton Avenue area should be an opportunity zone.

Smith asked for other successful communities that we can discuss how they made the plan a reality. The consultant stated North Charleston is a good area to look at. It can take 30 years to make some of the changes into reality. Tarboro is working on a similar plan and community engagement ideas. Greenville, SC used Brownfield funds. Columbia, SC has had incremental steps. Savannah has had Brownfield redevelopment as well. Durham, NC is a good industrial redevelopment area.

Mayor Kutteh asked for a motion on the plans.

Council Member S. Johnson made a motion to approve the plan. Council Member Pearson seconded the motion.

Council Member S. Johnson stated that the plan includes doing that work. Smith stated that 5 additional cases have been turned over to the city attorney. Code Enforcement is working in the area.

Council Member J. Johnson stated that he does not want to tie the hands of the next council.

Mayor Kutteh asked for a vote on the motion.

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

Nays: J. Johnson

The motion passed 6-1.

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)

Kirkendall stated that the Council unanimously approved the text amendment at the last meeting.

Council Member Jones stated that he thanked the staff on the Central Business district trash policy. He believes that it is more complex than trash. They identified some safety issues in the right of ways. The roll out containers are being in the allies. There are 5 users of trash: retail, residential, bars, office, and restaurants. Screening dumpsters on

private property should be the same as public property. There is more complexity in the trash and safety in alley ways.

Smith stated that there are a few additional items that need to be discussed. There will be a holistic approach to the trash and safety in downtown. Input will also come from business owners.

Mayor Kutteh asked for a motion.

Council Member Jones made a motion to approve the text amendment and asked for the staff to create a plan for trash in the Central Business district. Council Member Wasson seconded the motion.

Ayes: Wasson, Pearson, Lawton, Allison, S. Johnson, Jones

Nays: Hudson, J. Johnson

The motion carries 5 to 2.

X. City Manager's Report

Smith thanked SFD and MFD for their assistance with the gas leak. There are residents that still cannot go back to their homes. The gas company is working on the valves. Airport Terminal project is moving forward. We are hoping to finish before the end of December. The parking lot has been first layer of pavement. The Police has a large crane working on now for approximately 6 weeks. Fire Station 5 renovation plans are almost complete. We are still waiting to hear the final costs of the renovation. The Municipal Operations Center Phase 3 and 4 is a three-part project. The phase will house public utilities and public works. Kimbrough Park playground is complete. We are waiting to receive the shelter. Smith reviewed other park improvements.

Smith stated that the resurfacing project has been completed, including greenways. The sidewalk project on Alexander and Stockton should be completed by November. The City crew is starting work at the Flats soon.

Smith provided a street closure look ahead on the waterline street closures. The South Yadkin Pump project is moving along.

Smith provided a position update for open positions, promotions, career development, and new employees.

XI. Advisory Boards Meeting Minutes

1. August 13, 2025 Airport Commission Meeting Minutes

XII. Other Business

Council Member S. Johnson stated that has received many comments about the data center. We did not send out the legal ad in time to discuss the data center tonight. Duke Power can generate power The highest daily use is Jan 23, 3035, 73389 mw of power. The second highest was June 2025 35269 mw of power. 23,000 less than their total capacity.

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
3. Land Acquisition

XIV. Adjournment

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

Emily Kurfees, City Clerk

Constantine H. Kutteh, Mayor

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Kirkendall, Senior Planner
DATE: 10/10/2025 8:03 AM

ACTION NEEDED ON: October 20, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider passing a resolution directing the City Clerk to investigate a petition of annexation, AX25-10 Hill Haven Subdivision, filed by Mr. Bob Williamsen for the parcels located at the intersection of Hill Haven Road and Shelton Avenue, receive the City Clerk's Certificate of Sufficiency, and consider passing a resolution fixing a date of November 3, 2025, for a public hearing for the petition of annexation..

1. Summary of Information:

The property is approximately 147.28 acres located at the intersection of Hill Haven Road and Shelton Avenue (see Location Map, Aerial Photo and Site Photo). The applicant is requesting the annexation of the properties to build a new subdivision with approximately 385 single-family homes and to utilize City water, sewer and Statesville Public Power (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 (ZC25-04) on this meeting's agenda, contingent upon annexation (see Concept Plan).

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 Quality and Creativity

These parcels are in the Tier 2 Growth Area of the 2045 Land Development Plan.

4. Budget/Funding Implications:

The current tax value of the parcels is \$2,130,870 and the estimated value at full buildout is estimated to be \$138,407,500.

5. Consequences for Not Acting:

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

6. Department Recommendation:

The department recommends passing the resolutions and setting a date of November 3, 2025, for a public hearing on this annexation request.

7. Manager Comments:

Recommend for approval.

8. Next Steps:

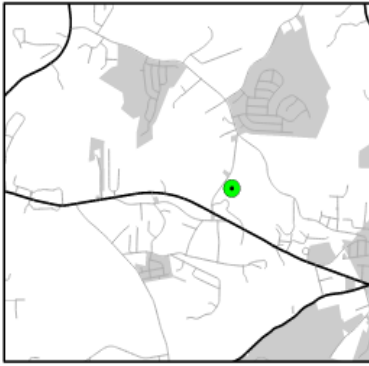
Advertise for the public hearing.

9. Attachments:

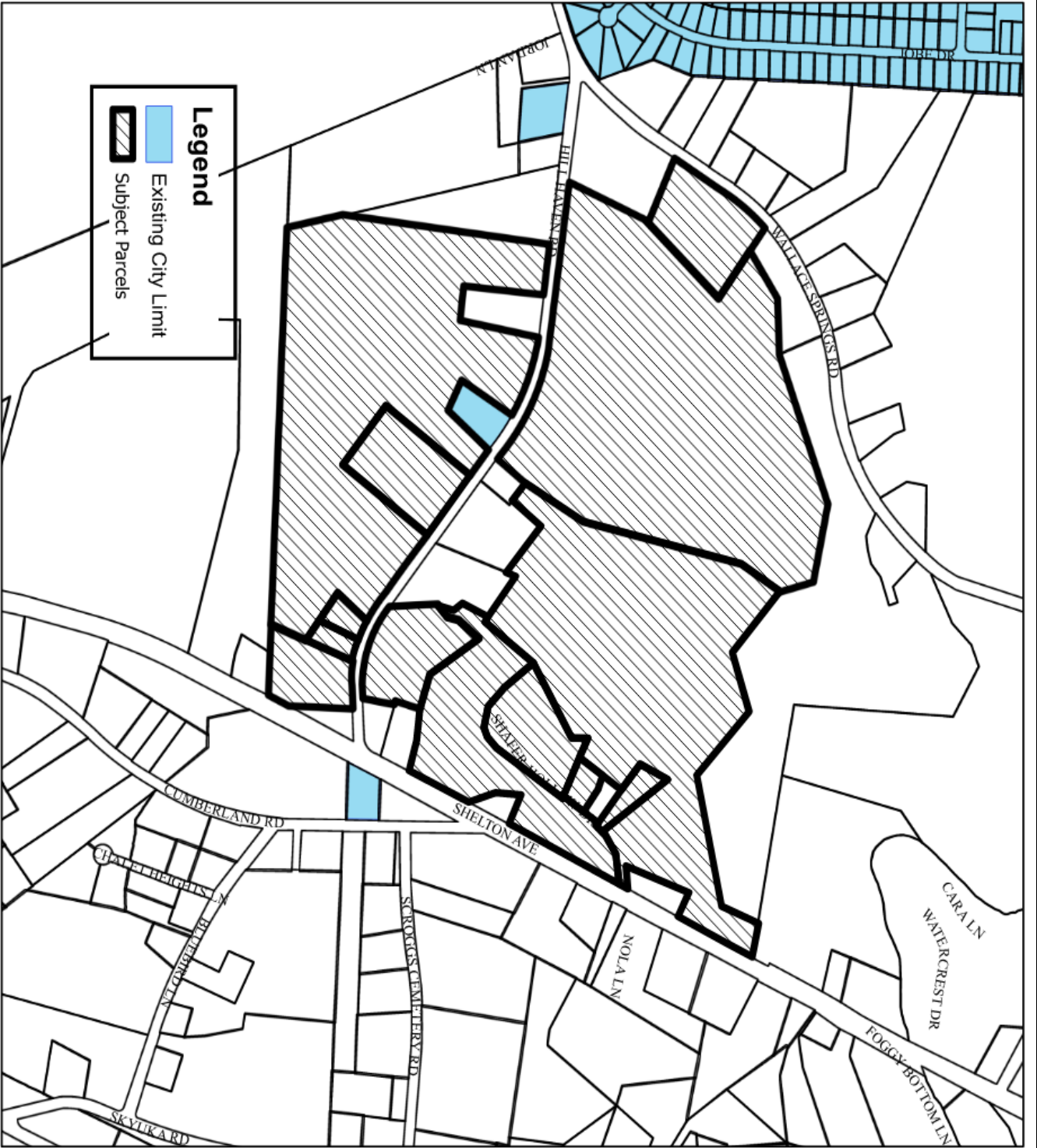
1. Packet Maps AX25-10 Hill Haven Subdivision
2. Hill Haven Rezoning Plan
3. Resolution_Clerk Investigation_Non-Contiguous_AX25-10 Hill Haven
4. Certificate of Sufficiency_Annexation_AX25-10 Hill Haven Subdivision
5. Resolution to Set Public Hearing_AX25-10 Hill Haven Subdivision

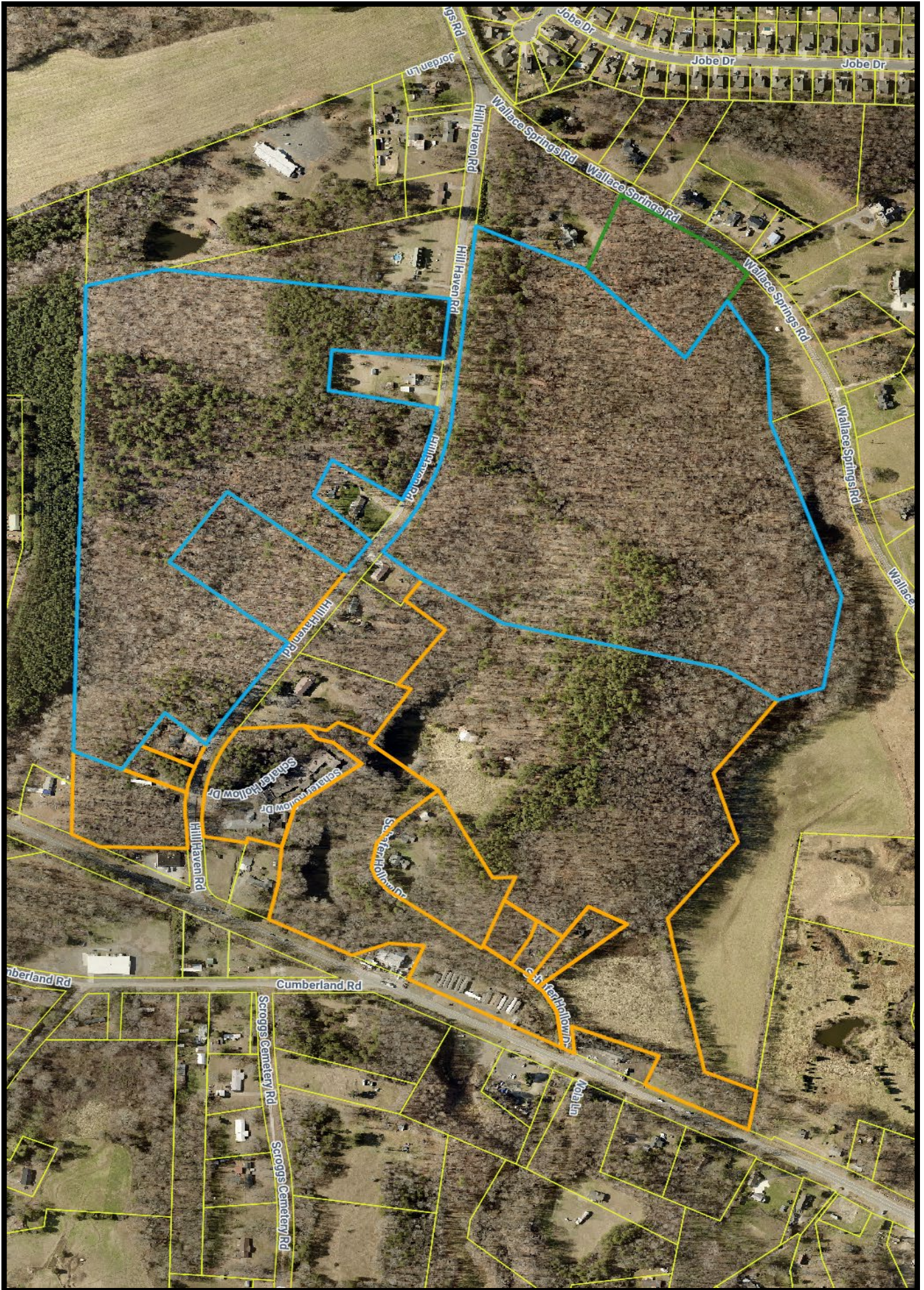
City of Statesville Planning Department

AX25-07 Hill Haven
4733-52-0766, 4733-52-8140,
4733-61-2340, 4733-61-5608,
4733-71-0390, 4733-71-4134,
4733-71-4950, 4733-71-6507,
4733-72-0499, 4733-70-1799,
4733-70-0921, 4733-72-7358,
4733-72-7106 and
4733-72-7265



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



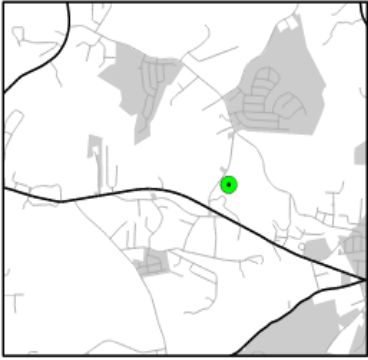




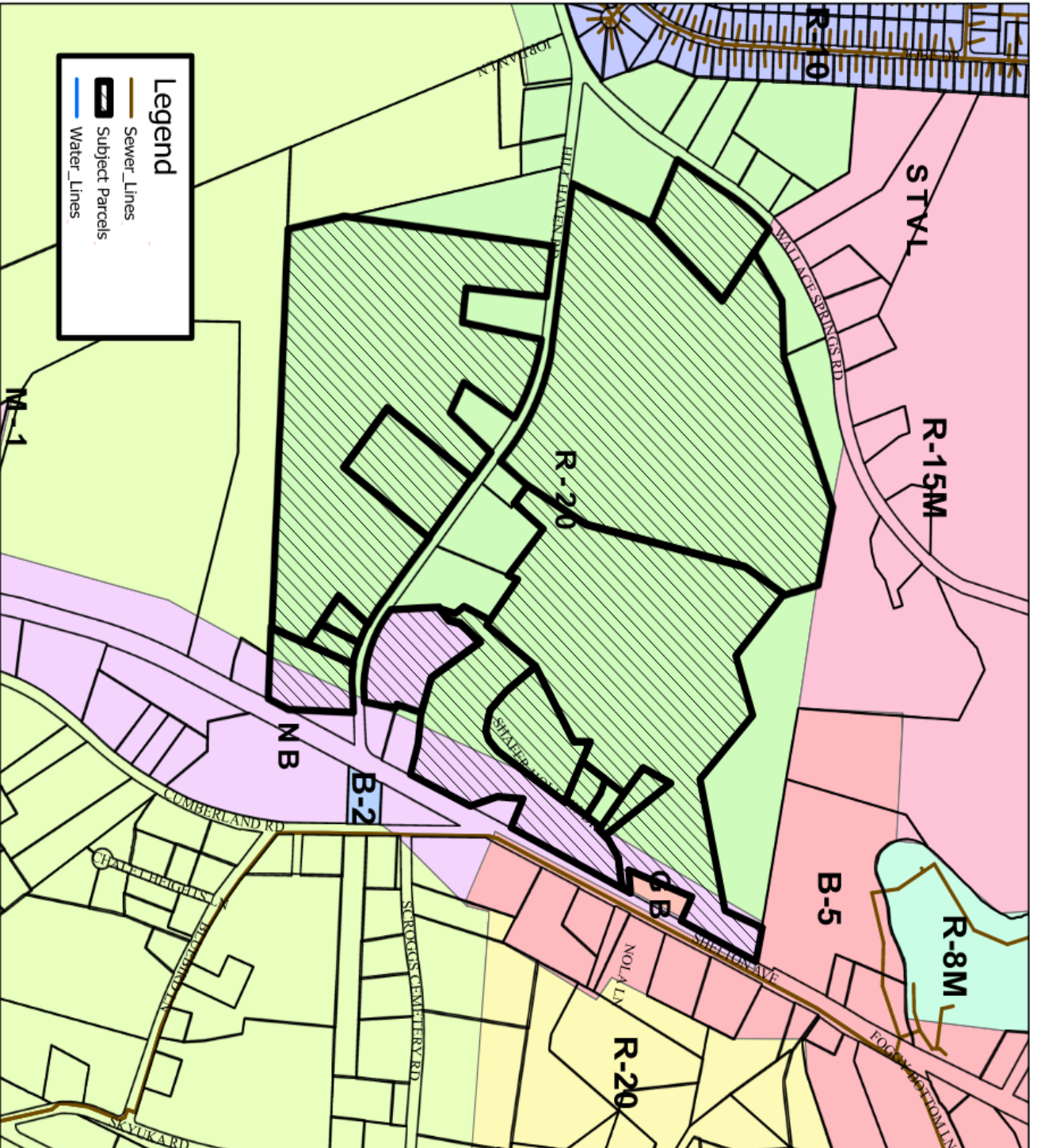
Site Photo – AX25-10 Hill Haven Subdivision

City of Statesville Planning Department

AX25-07 Hill Haven
4733-52-0766, 4733-52-8140,
4733-61-2340, 4733-61-5608,
4733-71-0390, 4733-71-4134,
4733-71-4950, 4733-71-6507,
4733-72-0499, 4733-70-1799,
4733-70-0921, 4733-72-7358,
4733-72-7106 and
4733-72-7265



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



DEVELOPMENT SUMMARY

TAX PARCEL ID #:

473-352-0768, 473-352-8140, 473-361-2240, 473-361-5608,
473-372-0080, 473-371-4134, 473-371-4890, 473-371-5807,
473-372-0080, 473-371-1795, 473-371-0027, 473-372-7106,
473-372-7258

TOTAL SITE AREA:

145.13 AC (6,321,894.31 SF)

EXISTING ZONING (JEDELL COUNTY): R-20 SUBURBAN RESIDENTIAL

PROPOSED ZONING: R-8 (C2) CLUSTER SUBDIVISION

ANNEXED (STATESVILLE):

UNIT COUNT: 350-405

OF LOTS PROPOSED: 385

PROPOSED DENSITY: TOTAL # OF LOTS/ACREAGE = 2.6 LOTS PER ACRE

SETBACKS:

FRONT: 25'

REAR: 25'

MAX. BUILDING HEIGHT: 35'

PROPOSED USE: SINGLE-FAMILY

VEHICULAR PARKING: 2.0 SPACES PER DWELLING UNIT

REQUIRED:

OPEN SPACE:

REQUIRED:

TOTAL: 21.41 AC (932,942.431 SF)
10% OF SITE AREA: 632,193.431 SF
CLUSTER DEVELOPMENT: 300,749 SF (TOTAL # OF LOTS X 8000 SF)/(TOTAL LOT SF PROPOSED)

PROPOSED:

ACTIVE: PER ORDINANCE

PASSIVE: PER ORDINANCE

TOTAL:

NOTES:

1. ALL STREETS ARE PER THE CITY OF STATESVILLE STREET CROSS SECTION DETAIL ST-1.
2. OPEN SPACE CLUSTER DEVELOPMENT CALCULATION IS THE TOTAL NUMBER OF LOTS X THE LOT AREA OF THE UNDERLYING DISTRICT - THE TOTAL LOT AREA PROVIDED.
3. ALL STREETScape TREES TO BE PROVIDED PER ORDINANCE
4. CURB & GUTTER, SIDEWALK AND STREET TREES WILL BE PLACED ON BOTH SIDES OF ALL INTERNAL, STREETS AND ALONGSIDE ALL ROADWAYS ALONG PROPERTY LINE. CURB & GUTTER SIDEWALK, AND STREET TREE SPECIFICATIONS AND DETAILS PER THE CITY OF STATESVILLE STREET CROSS SECTION.



CITY OF STATESVILLE

SECTION

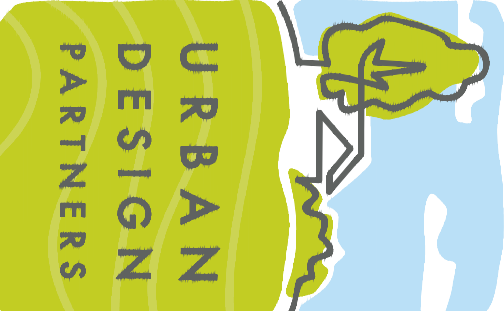
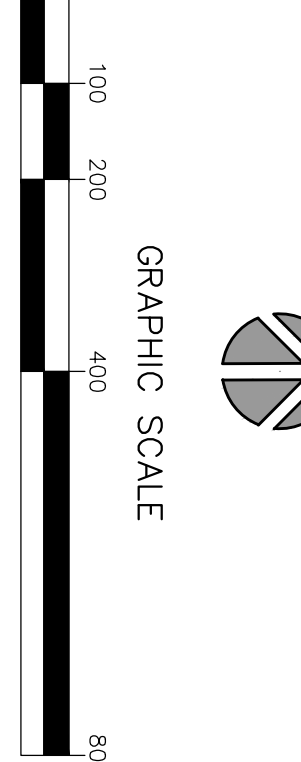
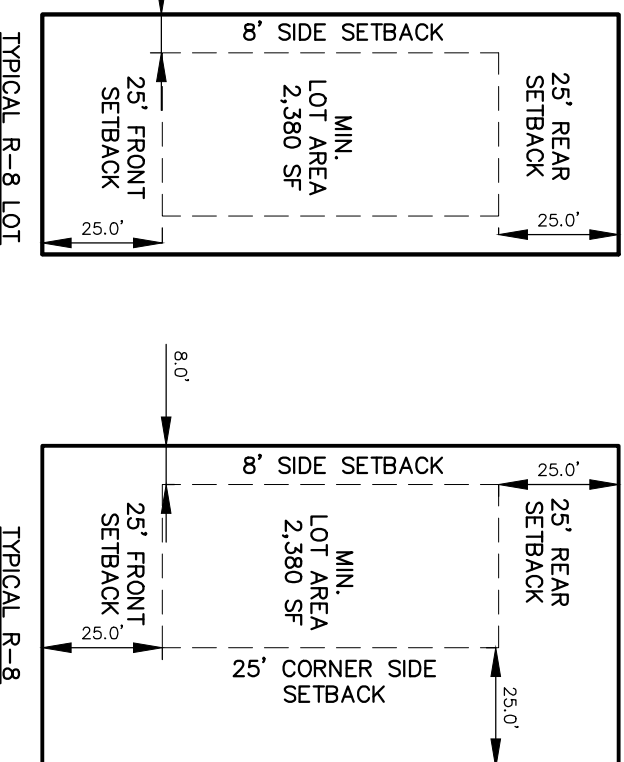
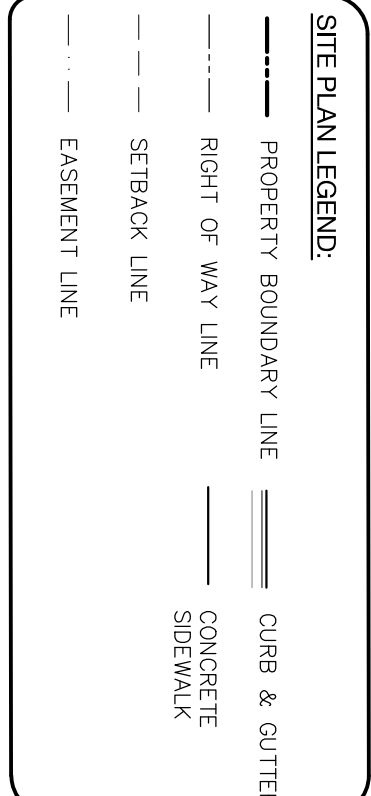
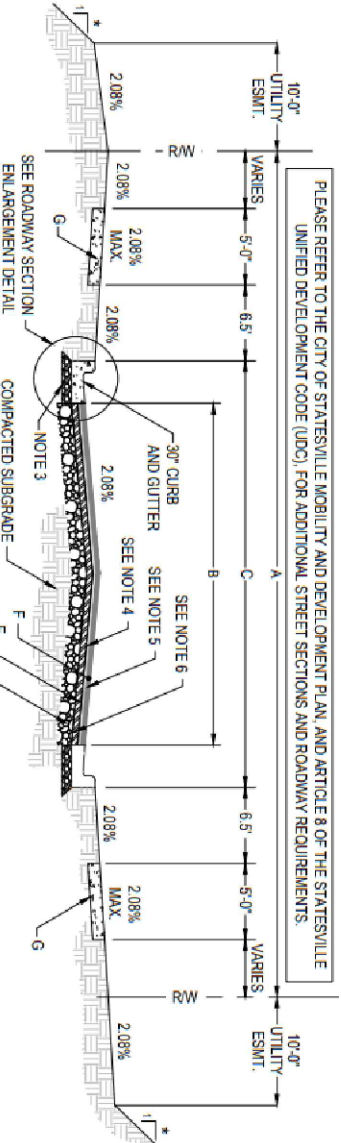
STREET CROSS

SECTION	DETAIL #	REVISION
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100	100	100

BLOCK LENGTHS

BLOCK #	LENGTHS
BLOCK 1	351 LF
BLOCK 2	174 LF
BLOCK 3	960 LF
BLOCK 4	412 LF
BLOCK 5	230 LF
BLOCK 6	1133 LF
BLOCK 7	525 LF
BLOCK 8	589 LF
BLOCK 9	721 LF
BLOCK 10	614 LF
BLOCK 11	430 LF
BLOCK 12	628 LF
BLOCK 13	230 LF
BLOCK 14	515 LF
BLOCK 15	407 LF
BLOCK 16	234 LF
BLOCK 17	359 LF
BLOCK 18	397 LF
BLOCK 19	676 LF
BLOCK 20	469 LF
BLOCK 21	244 LF
BLOCK 22	221 LF
BLOCK 23	478 LF
BLOCK 24	390 LF
BLOCK 25	221 LF
BLOCK 26	274 LF
BLOCK 27	720 LF
BLOCK 28	547 LF

* BLOCKS WITH A LENGTH LOWER THAN 300' SHALL BE COORDINATED WITH STATESVILLE PLANNING BOARD



1213 W. HARRIS AVE. SUITE 450
CORNELLUS, NC 28031
P 704.324.3303
urbanpartners.com
sec. 004 no. C-0304d
nc firm no. P-0418

PRELIMINARY DRAWING
FOR REVIEW PURPOSES ONLY
08/18/2025

Hill Haven Land Holdings LLC
20619 Torrence Chapel Road
Suite 116 #207
Cornellus, NC 28031

Hill Haven
Rezoning Concept Plan
Hill Haven Rd.

NO. DATE: BY: REVISIONS:
01 06.27.2025 UDP Revision 01

Project No: 24-CLT-078
Date: 06.30.2025
Sheet No:

RZ-3.0

RESOLUTION _____

**A RESOLUTION DIRECTING THE CLERK TO
INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-58.1**

Case No. AX25-10 Hill Haven Subdivision

Parcel #'s 4733-52-0766, 4733-52-8140, 4733-61-2340, 4733-61-5608, 4733-71-0309, 4733-71-4134, 4733-71-4950, 4733-71-6507, 4733-72-0499, 4733-70-1799, and 4733-70-0921

WHEREAS, a petition requesting annexation of the area described in said petition has been received on August 22, 2025, by the City Council; and

WHEREAS, G. S. 160A-58.1 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

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

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

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

Adopted this 20th day of October 2025.

S - E - A - L

CITY OF STATESVILLE

By: _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF SUFFICIENCY

Case No. AX25-10 Hill Haven Subdivision

Parcel #'s 4733-52-0766, 4733-52-8140, 4733-61-2340, 4733-61-5608, 4733-71-0309, 4733-71-4134, 4733-71-4950, 4733-71-6507, 4733-72-0499, 4733-70-1799, and 4733-70-0921

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

I, Emily Kurfees, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-58.1.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Statesville, this 20th day of October 2025.

SEAL

Emily Kurfees, City Clerk

RESOLUTION _____

**RESOLUTION FIXING THE DATE OF A PUBLIC HEARING ON THE QUESTION OF
ANNEXATION PURSUANT TO G.S. 160A-58.1**

Case No. AX25-10 Hill Haven Subdivision

Parcel #'s 4733-52-0766, 4733-52-8140, 4733-61-2340, 4733-61-5608, 4733-71-0309, 4733-71-4134, 4733-71-4950, 4733-71-6507, 4733-72-0499, 4733-70-1799, and 4733-70-0921

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 3rd day of November 2025.

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

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 20th day of October 2025.

CITY OF STATESVILLE

By: _____
Mayor

ATTEST:

City Clerk

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: John M. Ferguson, Airport Director
DATE: 10/10/2025 3:53 PM

ACTION NEEDED ON: October 20, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a five-year hangar lease with Air Helmuth, LLC.

1. Summary of Information:

This is a renewal of their current five-year lease. Hangar rent is \$2,108.00 per month with a CPI increase after 3 years. The Helmuth rent proposed is \$4.82 per square foot. It is a 5,250 sq ft hangar with an office in the back of the hangar. The hangar was built in the 1980s.

The only appraisal we have for a hangar is for the Champion hangar. It is 14,000 square feet with a large office lean-to and was built in 1999. The appraisal completed in 2023 had a rate of \$4.00 for the hangar and \$7.00 for the office lean-to.

2. Previous Council or Relevant Actions:

Approved current lease in October of 2020.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: Proactively maintain existing infrastructure assets and systems to ensure current quality and long-term viability.

Connecting Our Communities: N/A

Strategic Plan Values: We value City Staff.

Provides rental income for the airport.

4. Budget/Funding Implications:

Provides annual rental income in the amount of \$25,296.00

5. Consequences for Not Acting:

Loss of revenue.

6. Department Recommendation:

Airport staff recommends approval

7. Manager Comments:

Concur with department recommendation.

8. Next Steps:

Upon approval, increase the rental income.

9. Attachments:

1. Air Helmuth LLC Form 2025-2030 Final

NORTH CAROLINA)

IREDELL COUNTY)

HANGAR LEASE

THIS LEASE AGREEMENT, made and entered into this the ____ day of October 2025, by and between the **CITY OF STATESVILLE**, a municipal corporation, hereinafter called the "Lessor"; and **Air Helmuth, LLC**, hereinafter called the "Lessee", both of Iredell County, North Carolina;

WITNESSETH: That subject to the terms and conditions herein set out Lessor does hereby let and lease unto the Lessee for the purposes hereinafter set forth, the following described parcel of land located within the Statesville Regional Airport Property in Statesville Outside Township, Iredell County, North Carolina:

DESCRIPTION: See attached Description and Plat

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. Term. The term of this lease shall be for a period of sixty (60) months, to commence on November 1, 2025 and to end on October 31, 2030.

2. Termination by Lessee. In the event the Lessee no longer owns aircraft which can be hangared in the hangar on the leased premises, or no longer wishes to lease the hangar, the lease will terminate without penalty upon sixty (60) days written notice to the Lessor.

3. Rental. The rental to be paid by the Lessee to the Lessor shall be \$2,108.00 per month, payable on or before the 15th-day of each month. The annual rent payable by Lessee for the Leased Premises shall be increased (but not decreased) EVERY 36 MOS of the Commencement Date based upon the change in the Consumer Price Index for All Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the Department of Labor, All Items Index, U.S. City Average 1982-1984=100.

Rental payments shall be made at the City of Statesville, Post Office Box 1111, Statesville, NC 28687. Payments can be made by mail or in person at the Airport terminal building, 238 Airport Road Statesville, NC.

4. Utilities: The Lessee shall be responsible for the payment of all utilities utilized in conjunction with the operation of the aircraft hangar situated on the leased premises.

5. Maintenance and Upkeep. The Lessor shall be responsible for the maintenance of the roof, heating and air conditioning systems, and the structural integrity of the hangar situated on the leased premises. The Lessee shall be responsible for all other maintenance and upkeep of the hangar. The Lessee shall keep the hangar and the grounds surrounding the hangar in a good state of maintenance and repair. The Lessee shall keep the premises clean, neat, free from rubbish and in a presentable manner.

6. Alterations to Hangar. The Lessee shall make no alterations to the hangar situated on the leased premises without first obtaining the written consent of the Lessor.

7. Acceptance of Leased Premises. The Lessee accepts the leased premises its existing condition. No representations, statements or warranties, express or implied, have been made by or on behalf of the Lessor as to the condition of the leased premises.

8. Use of Leased Premises. The Lessee's use of the leased premises shall be limited to the storage in the hangar of airworthy aircraft owned by the Lessee. The Lessee shall not allow the storage of any aircraft in the hangar not owned by the Lessee.

9. Assignment of Lease - Subletting. This lease shall not be assigned by the Lessee. The Lessee shall not sublet any space within the hangar situated on the leased premises.

10. Fuel. The Lessee is not permitted to store fuel on the leased premises. The Lessee may not store or maintain any toxic, flammable, volatile, hazardous or explosive substance on the leased premises.

11. Other Buildings. The Lessee shall not place any other structures or improvements upon the leased premises without first obtaining the written approval of the Lessor. Any improvements or building permitted upon the leased premises shall be considered a part of the land and shall become the property of the Lessor.

12. Minimum Standard Policy. The Lessee agrees to comply with present and future minimum standard policies developed and implemented for the Statesville Regional Airport by the Lessor.

13. Taxes. During the term of the lease, the Lessee shall pay all Iredell County and City of Statesville ad valorem property taxes and other assessments imposed upon Lessee's property situated upon the leased premises.

14. Hold Harmless. Lessee shall and hereby does keep, save, and forever hold harmless the Lessor from any liability of any kind for any personal injury or property damage arising from or out of the use or occupancy of the leased premises by Lessee, its agents, employees, guests, invitees, licensees, or others. Moreover, Lessee shall indemnify and defend Lessor and the leased property, at Lessee's expense, against all claims, expenses and liabilities, including attorneys fees, which may be imposed upon, incurred by, or asserted against Lessor arising out of the use or occupancy of the leased premises. This paragraph shall not be construed to require the Lessee to indemnify or hold the Lessor harmless against any claims resulting from the negligence of the Lessor.

15. Insurance. Lessee shall at all times during the term of the lease keep in effect the following insurance through an insurance company approved by the Lessor insuring the Lessee and naming the Lessor as additional insured, against public liability, property damage, and personal injury for the amounts specified herein. Unless waived in writing by the Lessor, all policies of insurance shall be written on the same insurance company. Each policy of insurance shall contain a cancellation or non-renewable clause of any policy. Lessee shall cause Lessor to be named as an additional insured

on all insurance coverage required hereunder. As a minimum, Lessee shall at all times keep in force the following policies and coverage:

Commercial general liability insurance - bodily injury and property damage liability - as shall protect the Lessee from claims of bodily injury and property damage in amounts acceptable to Lessor, but in no event less than \$2,000,000 for each person, \$2,000,000 for each accident for bodily injury or property damage. This insurance shall include coverage for products/completed operations, personal injury, liability, and contractual liability assumed under the indemnity provision of this lease agreement.

16. Waiver of Liability. The Lessor shall not in any respect be liable for any damage to Lessee's aircraft, fixtures, equipment, or other contents of the Lessee's hangar.

17. Rights of Inspection. Upon reasonable notice, the Lessor shall have the unqualified right to make routine inspections of the interior or exterior of the leased premises and the hangar in order to insure compliance with the agreement and to perform maintenance and such repairs as may be reasonably required.

18. Signage. The Lessee shall be permitted to place a sign on the leased premises; however, any sign permitted shall be subject to the Lessor's written approval. The design of any proposed sign must be submitted first to the Lessor for approval.

19. Airport Rules and Regulations. The lessee shall abide by all rules and regulations of the Statesville Regional Airport, the FAA, and any other governmental agency having jurisdiction within the airport.

20. Default/Failure to Perform. It is agreed that time is of the essence for the payment of rents and, in the event of the failure to pay any installment of rent on the due date, or upon the breach of any of the covenants or agreements herein contained; or if the Lessee goes into bankruptcy, voluntary or involuntary, or becomes insolvent, or it is placed in the hands of a receiver, or makes a general assignment of this property for the benefit of creditors, or files a petition pursuant to any Federal or State law for the extension of its debts or for reorganization; or if its stock of goods, wares, and merchandise located on the leased premises should be seized under attachment, execution, or other process, and such attachment, execution or other process be not vacated or such property released within fifteen (15) days, then and in any one of such events, Lessor may after five (5) days written notice to Lessee:

- a. *Declare* the full rental for the entire period due and payable immediately and resort to any or all remedies at law or in equity for the enforcement of its rights and to recover damages for breach of the covenants herein contained; and,
- b. *Enter and take possession* of the leased premises and thereafter hold the same free of any rights of the Lessee to use said premises and notwithstanding the taking of possession, Lessor shall have the right to recover from the Lessee any and all sums which may be due under the terms of this lease.

21. Casualty. In the event the demised premises are partially destroyed by fire, storm, earthquake, or other casualty, Lessor may at its option repair and restore the premises. In the event Lessor elects to restore and to repair the premises, it shall do so within a reasonable period of time, and during the period in which the premises are untenable, the monthly rental shall be abated to the extent that the use of the premises by Lessee is diminished. In the event Lessor elects not to restore or repair the premises, the lease shall be terminated. Further, in the event of a total destruction of the demised premises by fire, storm, earthquake, or other casualty, then either party to this agreement may elect to terminate same and may do so by giving written notice to the other party within fifteen (15) days of the occurrence of the casualty.

22. First Refusal Option. Should the Lessor desire to re-lease the leased premises following the end of the term of the lease, the Lessee is granted this first refusal option to re-lease the premises upon terms to be offered by the Lessor. Should the Lessee desire to exercise this option, the Lessee must notify the Lessor of its intention in writing at least sixty (60) days prior to the end of the lease term. Upon receiving written notice of the Lessee's desire to exercise this option, the Lessor shall offer a new lease to the Lessee upon terms agreeable to the Lessor within thirty (30) days of the end of the term of the lease, provided the Lessor desires to re-lease the premises. If the Lessee has not accepted the new lease upon the terms offered by the end of the lease term the Lessor shall be free to re-lease the premises to another party for the terms offered to the Lessee.

23. Holdover. Should the Lessee continue to occupy the leased premises after the expiration of the terms of this lease or after a forfeiture of lease by the Lessee has occurred, whether with or without the consent of the Lessor, such tenancy shall be on a month-to-month basis but in all other respects shall be in accordance with the terms of this lease.

24. Attorneys Fees. Should any legal action be necessary by the Lessor to enforce any provisions of this lease, the Lessor shall be entitled to recover of the Lessee all reasonable attorneys fees incurred.

25. Modification or Amendment to Lease. The terms of this lease may not be modified or amended except by written agreement duly executed by the parties.

26. Entire Agreement. This written lease contains the entire agreement of the parties. There are no oral understandings, terms, or conditions between the parties not contained herein. Neither party has relied upon any representations, express or implied, not contained herein, and all prior discussions and understandings between the parties are deemed merged into this written lease agreement.

27. Notices. All notices required herein shall be given by Certified Mail, return receipt requested, to the following addresses:

Lessor: City of Statesville
Attention: City Manager
PO Box 1111
Statesville, NC 28687

Lessee: Air Helmuth, LLC
933 Tomlin Mill Road
Statesville, NC 28625

IN WITNESS WHEREOF, Lessor and Lessee have caused their proper officers to set their hands and affix appropriate seals hereto on this the _____ day of _____, 2025.

LESSOR: The CITY OF STATESVILLE, a municipal corporation

By: _____(LS)
Constantine H. Kutteh, Mayor

ATTEST: _____
Emily Kurfees, City Clerk

[SEAL]

LESSEE: Air Helmuth, LLC

By: _____(LS)
(name) (title)

ATTEST: _____
Secretary

[SEAL]

DESCRIPTION OF LEASED PREMISES

TO
AIR HELMUTH, LLC

Commencing at NGS Station "STATEPORT", having N.C. State Plane Grid Coordinates of X = 1, 420,977.0170, Y = 738,744.1753 feet; thence North 37 deg 02 min 05 sec East, a ground distance of 1087.92 feet to the point of BEGINNING, said point being situated on the edge of a terminal ramp now or formerly under construction at Statesville Municipal Airport and having N.C. State Plane Grid Coordinates of X = 1,421,632.1801 feet, Y = 739,612.5121 feet; thence along the edge of the terminal ramp North 82 deg 02 min 01 sec West, a distance of 100.00 feet to a point, said point being South 82 deg 02 min 01 sec East, an approximate distance of 21.00 feet from the northwestern corner of said ramp; thence North 07 deg 57 min 59 sec East, a distance of 80.00 feet to a point; thence South 82 deg 02 min 01 sec east, a distance of 100.00 feet to a point; thence South 07 deg 57 min 59 sec West, a distance of 80.00 feet to the BEGINNING, containing 0.1836 acre (8,000 sq. ft) and being situated within the lands of the City of Statesville (Statesville Municipal Airport); said description being according to a plat prepared by W. K. Dickson & Co., RS, dated 4-26-89, copy of which is attached hereto as Exhibit A, together with any leasehold improvements constructed thereon in accordance with the terms of this lease.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: John M. Ferguson, Airport Director
DATE: 10/10/2025 3:54 PM

ACTION NEEDED ON: October 20, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a ten-year hangar lease with Iredell Air Care.

1. Summary of Information:

Iredell Air Care provides aircraft maintenance services at the airport. Rental income for this hangar will be \$3,8133 per month or \$45,760 per year. There will be a CPI increase in the fifth year. The Iredell Air Care hangar is 10,400 sq ft with no office. It's new rate is \$4.40 per sq ft. These hangar was built in the 1980's.

The only appraisal we have for a hangar is for the Champion hangar and it was completed in 2023. It is 14,000 square feet with a large office lean-to and was built in 1999. The rate is \$4.00 for the hangar and \$7.00 for the office lean-to.

2. Previous Council or Relevant Actions:

Approved lease in October of 2020.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: Proactively maintain existing infrastructure assets and systems to ensure current quality and long-term viability.

Connecting Our Communities: N/A

Strategic Plan Values: We value City Staff.

Provides rental income to support airport operations

4. Budget/Funding Implications:

Annual income of \$45,760.00 per year.

5. Consequences for Not Acting:

Loss of rental income. Loss of a viable aircraft maintenance business on the airport.

6. Department Recommendation:

Airport staff recommends approval.

7. Manager Comments:

Concur with department recommendation.

8. Next Steps:

Upon approval, increase rental rate.

9. Attachments:

1. Iredell Air Car Lease-2025-2035

CITY OF STATESVILLE
STATESVILLE REGIONAL AIRPORT
AIRCRAFT HANGAR AGREEMENT AND LEASE
with
Iredell Air Care

Date: October 1, 2025

CITY OF STATESVILLE
STATESVILLE REGIONAL AIRPORT
AIRCRAFT HANGAR AGREEMENT AND LEASE

THIS AGREEMENT AND LEASE ("Agreement"), made and entered into by and between the CITY OF STATESVILLE, a municipal corporation of the State of North Carolina (the "City"), and Iredell Air Care, (the "Lessee"),

WITNESSETH:

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

WHEREAS, Lessee is the owner or operator of an aircraft maintenance service which it bases at the Airport; and

WHEREAS, City is the owner of certain improvements on the Airport consisting of an aircraft storage hangar and maintenance premises, associated aircraft parking apron and

WHEREAS, Lessee wishes to enter into a ten-year Lease of the entire one 10,400 square foot hangar, and City is willing to lease the Hangar to Lessee on the terms and conditions provided and set forth in this Agreement;

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

ARTICLE I
LEASED PREMISES

Section 1.1 Leased Premises. City hereby demises and lets to Lessee and Lessee hereby takes and accepts from City a leasehold interest in that portion of the Airport ("Site") depicted on Exhibit "A" hereto, consisting of hangar 238-A, formally known as Hangar #2, more or less and located at 238 Airport Road, Statesville, NC 28677. The Site, along with the improvements thereon as described in Section 1.2 below ("Leasehold Improvements") shall be called the "Leased Premises".

Section 1.2 Leasehold Improvements. The Leasehold Improvements are the Hangar, and aircraft parking apron located on the Site which are depicted on Exhibit "A".

Section 1.4 Encumbrances on Leased Premises. The Leased Premises shall be accepted by Lessee subject to any and all then existing easements or other encumbrances, and City shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water, oil or gas pipelines, and telephone and telegraph power lines and such other appliances and appurtenances necessary or convenient in connection therewith, over, in, upon, though, across and along the Leased Premises, or any part thereof, and to enter thereupon at reasonable times for any and all such purposes; provided, however, that no right of City provided for in this section shall be so exercised as to interfere unreasonably with the Lessee's operations hereunder.

Section 1.5 Condition of Leased Premises. Lessee accepts the Leased Premises in "as is" condition.

Section 1.6 Title to Leased Premises in City. Lessee agrees and acknowledges that title to the Leased Premises, is and shall remain in City. Lessee agrees that its sole interest in the Leased Premises is and shall be that of a tenant.

Section 1.7 Utilities. Lessee agrees to pay for all utilities used by or attributed to it at, or in connection with its use of, the Leased Premises, including, but not limited to, service deposits, meter deposits and all service charges. No such payment shall be considered a payment of rent entitling the Lessee to a credit under any other provision of this Agreement. In all instances of any damages to any utility service line caused by Lessee, its employees, contractors, suppliers, agents or invitees, Lessee shall be responsible for the cost of repair.

Section 1.8 Rights on Airport. City hereby grants to Lessee the right to provide

aircraft maintenance services in and on the Leased Premises. In connection with its rights to use and occupy the Leased Premises, Lessee shall have the additional following rights:

(a) Access to and From Airfield. The right (which shall extend to Lessee's employees, patrons, guests and invitees), in common with others, of free ingress and egress by aircraft from the Leased Premises to the airfield.

(b) Use of Apron as Taxiway. The right to taxi its aircraft across the aircraft aprons appurtenant to the public general aviation terminal at the Airport ("FBO Aprons"), as needed to access the airfield in common with others to which City has granted a similar right. Lessee agrees to abide by any apron taxi lanes established by the City from time to time to regulate the movement of aircraft on and over the FBO Aprons and to conduct Lessee's operations in such a manner so as not to interfere with the use thereof by other lessees, licensees or permittees of the City. The provisions of this paragraph shall extend to Lessee's employees, patrons, guests and invitees. The provisions of this paragraph shall extend to Lessee's employees, patrons, guests and invitees.

(c) Public Aircraft Facilities. The right in common with others to use existing and future facilities on the Airport that provide for the landing, taking off and taxiing of aircraft including navigational aids, hazard designation and warning devices, air field security roads and fences, lighting and clear zone areas, subject to the applicable fees set from time to time by the City. The provisions of this paragraph shall extend to Lessee's employees, patrons, guests and invitees.

(d) Common Facilities. The right, in common with others, to use the public portions of the Airport and appurtenances thereto. The provisions of this paragraph shall extend to Lessee's employees, patrons, guests and invitees.

(e) Ingress and Egress. The right, in common with others, of free ingress to and egress from the Leased Premises over Airport roads, driveways and common areas, as the same shall be specified as such from time to time by the City; provided, however, the foregoing is not intended in any way to relieve Lessee of its obligations to comply with the Airport's Security Plan (as described in Section 2.12 hereof) in force from time to time as required by the United States or its departments and agencies. Accordingly, Lessee shall be responsible for, among other things, controlling access to aircraft parked, stored or otherwise located on the Leased Premises and the air operations area. Lessee

shall be responsible for payment of all fines or penalties resulting from violations of the Security Plan. The provisions of this paragraph shall extend to Lessee's employees, patrons, guests and invitees.

(f) Signs. The right to install identification and directional signs on and about the Leased Premises, subject to prior written approval of the City, which approval shall not be unreasonably withheld, unless the City shall have provided such signs as part of an overall sign program, and in all events, such signs shall conform to any overall sign program of the City.

Section 1.9 City's Right to Enter and Inspect. Upon reasonable notice to Lessee (except for emergency or safety matters, in which event, no notice shall be required) the City shall have the right to enter any part of the Leased Premises at reasonable or necessary times for the purposes of inspection, protection or exercising any rights under this Agreement. It shall also have the right, upon reasonable notice to Lessee, to show the Leased Premises at any time within six (6) months of the termination of this Agreement.

Section 1.10 City's Right to Install Utilities. The City shall have the right to enter any part of the Leased Premises at reasonable or necessary times for the purposes of installing any utility lines or related equipment necessary for the Lessee or other users of the Airport.

Section 1.11 Surrender of Leased Premises at Termination. Upon termination or other expiration of this Agreement, Lessee shall immediately surrender the Leased Premises to City in substantially the same condition in which the Leased Premises were delivered to Lessee, reasonable wear and tear excepted.

ARTICLE II

LEASE TERM AND RESTRICTIONS ON USE

Section 2.1 Effective Date/Commencement Date. This Agreement shall become effective and binding upon City and Lessee upon the date that it has been executed by or on behalf of both Lessee and the Aviation Manager. Notwithstanding the Effective Date, the Commencement Date shall be and is hereby deemed to be October 1, 2025.

Section 2.2 Term; Option to Extend. The term of this Agreement ("Term") shall commence on the Commencement Date and, unless terminated earlier pursuant to law or the provisions hereof, shall continue until midnight on October 31, 2035 ("Termination Date").

Lessee shall have the right to extend the term of this Agreement for an additional ten years upon written notice to City no sooner than 180 days and no later than 90 days prior to the expiration of the original term.

Section 2.3 Holding Over. Should Lessee hold over on any part of the Leased Premises with respect to which this Agreement has terminated, such holding over shall be deemed merely a month-to-month tenancy, but otherwise on all the terms and conditions herein provided.

Section 2.4 Right of City to Terminate by Cancellation. If, at any time during the original or any renewal term hereof, City requires the use of the Leased Premises for airfield related purposes, including, but not limited to, expansion of runways and taxiways and compliance with any safety, clearance, or setback requirements that may be promulgated by FAA or any successor agency, this Agreement may be canceled by the City. Should the City elect to so cancel this Agreement it shall (i) advise Lessee as soon as possible when the issue arises and (ii) give Lessee written notice of cancellation and the purpose therefor at least one hundred eighty (180) days prior to the effective date of such cancellation ("Cancellation Date"). Upon such notice and the expiration of such notice period this Agreement shall automatically terminate and be of no further force and effect.

Section 2.5 Restrictions on Use. The Leased Premises and the Leasehold Improvements and all other property located thereon shall be used solely and exclusively as the base for Lessee's aircraft maintenance operation. Lessee shall not store aircraft that it does not own or lease and operate or itinerant aircraft in or on the Leased Premises except for such time as the owners or operators thereof are a short-term guest of the Lessee without permission of the airport manager.

Section 2.6 Aviation Fuel/Aircraft Servicing. City operates the FBO on the Airport, including the General Aviation Terminal, hangars and aircraft parking aprons, and maintains and operates aviation fuel storage and delivery facilities from which it sells and dispenses aviation fuel to based aircraft owners and operators and itinerant aircraft owners and operators. As a corporate tenant of the Airport, Lessee's customers will qualify to purchase fuel from the City at the City's volume discount from the City's retail price that the City establishes from time to time. Such fuel will be sold to and pumped into Lessee's customers by City's FBO Staff. At City's option, such fuel shall be delivered to the aircraft by truck or from fuel stored by City in the fuel storage facilities located on the Site and owned and operated by City. The fueling of

tenant aircraft shall be provided by the FBO. All fuel shall be purchased from the FBO whether by using our fuel truck or utilizing the fuel farm. The movement of aircraft in and out of the Hangar shall be performed by Lessee's employees.

Section 2.7 Abandonment. The failure of Lessee to utilize the Leased Premises over a continuous period in excess of sixty (60) days for reasons that are not otherwise excused under this Agreement shall be deemed an abandonment of the Leased Premises by Lessee and therefore a failure to perform Lessee's obligations under this Agreement. Upon such abandonment, City shall have the right, but not the obligation, to give notice of default under Section 9.1(d) hereof. The mere occupancy of the Leased Premises by an employee of Lessee without the storage of aircraft in the Hangar shall not mitigate the requirements of this section.

Section 2.8 Garbage and Refuse Storage and Removal. Lessee shall be responsible for garbage and refuse storage and removal in compliance with all Airport and other applicable rules and regulations regarding the disposal of trash and garbage, and at Lessee's expense.

Section 2.9 Noise, Odor, Vibrations and Annoyances. Lessee shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste at the Leased Premises or annoy, disturb or be offensive to others at the Airport, and shall take all reasonable measures, using the latest known and most practicable devices and means, to eliminate any unusual, nauseous or objectionable smoke, gases, vapors, odors, or any vibrations tending to damage any Leasehold Improvements or interfere with activities at the Airport, and to maintain a sound level in its operations that is in compliance with any applicable governmental rules and regulations.

Section 2.10 Prohibited Acts. In connection with the exercise of its rights to use and occupy the Leased Premises, or otherwise in its use of or on the Airport, Lessee shall not:

- (a) Conduct its operations in a manner that deprives the public of its rightful, equal and uniform use of Airport property;
- (b) Conduct its operations in a manner that interferes with reasonable use by others of common facilities;
- (c) Conduct its operations in such a way as to hinder police, firefighting or other emergency personnel in the discharge of their duties or as to constitute a hazardous condition that would increase the risks normally attendant upon the operations contemplated under this Agreement; or
- (d) Store bulk aviation gasoline (AVGAS), kerosene, automobile gasoline,

oils, or other petroleum liquids in or at the Leased Premises without prior permission of the airport manager.

Section 2.11 Environmental Representation and Covenants.

(a) Except as is necessary for the normal and ordinary use of the Leased Premises, as set forth in Section 2.5 above, Lessee shall not cause, permit or suffer any Hazardous Materials (as defined below) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Leased Premises or any portion thereof, by Lessee, its agents, employees, contractors, invitees or permitted subtenants or assigns, except in strict compliance with the Environmental Laws, as defined below. For purposes of this Agreement and this section, the term "Hazardous Materials" shall mean and include, without limitation, all types of chemical substances, petroleum products, flammable explosives, radioactive materials, urea, formaldehyde, PCB's, asbestos or material containing asbestos, and any other illegal, regulated, hazardous, toxic, dangerous or otherwise harmful waste, substance or material. For purposes of this Agreement and this paragraph, the term "Environmental Laws" shall mean and include, without limitation, any and all federal, state, county, city or other law, statute, ordinance, treaty, code, rule, regulation, order or decree as may now or at any other time be or have been in effect, regulating, establishing liens for the cleanup of, imposing liability or standards of conduct concerning, or in any manner relating to any Hazardous Materials. For purposes of this Agreement and this paragraph, the term "Release" shall mean and include, without limitation, any and all discharging, spilling, leaking, dumping, emitting, emptying, seeping, injecting, escaping, leaching, disposing and the like.

(b) Lessee shall not cause, permit or suffer the existence or the commission by Lessee, its agents, employees, contractors or invitees, or by any other person, of a violation of any Environmental Laws upon, about or beneath the Leased Premises or any portion thereof.

(c) Lessee shall not create or suffer to exist with respect to the Leased Premises, or permit any of its agents, employees, contractors, or invitees to create or suffer to exist any lien, security interest or other charge or encumbrance of any kind arising out of any Environmental Laws. Should any such lien, security interest or other

charge or encumbrance be filed against the Leased Premises, Lessee shall cause said lien, security interest or other charge or encumbrance to be removed from the Leased Premises or shall provide a bond satisfactory to City for the payment or satisfaction thereof. Said actions shall be taken by Lessee as soon as practicable; provided that said actions shall be taken in no event later than thirty (30) days from the filing, posting or notice of such lien, security interest or other charge or encumbrance.

(d) Lessee covenants and agrees, at its sole cost and expense, to defend, indemnify and hold harmless City from and against any and all damages (including without limitation all foreseeable and unforeseeable consequential damages), losses, liabilities, obligations, penalties, costs (including without limitation, the cost of any required or necessary inspection, audit, cleanup or detoxification and the preparation of any closure or other required plans, consent orders, license applications, or the like), personal injury or death, damage to property, claims, litigation costs, disbursements or expenses including, without limitation, attorneys and experts reasonable fees and disbursements which may at any time be imposed upon, incurred by or asserted or awarded against City, and arising from or out of (i) the use, generation, storage, disposal of or the release of any Hazardous Materials by Lessee, its employees, agents and contractors upon, about, beneath or affecting all or any portion of the Leased Premises or any surrounding areas, where such surrounding areas have been contaminated as a result of the use or Release of Hazardous Material by Lessee, its employees, agents and contractors on the Leased Premises, or (ii) the enforcement of this Agreement as to matters concerning this Section 2.10 arising after the Commencement Date, whether or not any claims prove to be true or false.

(e) Lessee shall, upon demand of City, and at its sole cost and expense, promptly take all remedial actions with respect to the Leased Premises which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to remove any Hazardous Materials from the Leased Premises and restore the Leased Premises to compliance with the Environmental Laws, which remedial action is necessitated from the presence upon, about or beneath the Leased Premises of any Hazardous Material because of, or violation of any Environmental Laws by, Lessee, its agents, employees, contractors, invitees or permitted subtenants or assigns. Lessee shall take all actions necessary to restore the Leased Premises to the condition existing

prior to the Commencement Date, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. Any such remediation shall be performed in a good, safe and workmanlike manner and shall minimize any impact on the business conducted at the Leased Premises.

(f) Should Lessee have heretofore caused or permitted from the Commencement Date, or cause or permit subsequent to the Commencement Date, any intentional or unintentional Release of Hazardous Materials upon, about or beneath the Leased Premises, whether or not such Release results in damage to soil, surface water, ground water, flora, fauna or humans on the Leased Premises, or within waters of the State or the United States, or on other properties, it shall promptly notify all federal, state and local regulatory agencies of the release as required by law and shall notify City of the release, in writing, within seven (7) days of determining that a Release has occurred. Lessee shall further notify City within seven (7) days after the receipt by Lessee of notice of any demand or claim or the commencement of any action, suit or proceeding in respect of any of the matters referenced in this paragraph. It is expressly understood and agreed that failure by City to object to any actions taken by Lessee hereunder shall not be construed to be an approval by City of Lessee's actions, nor shall it be construed as a waiver by City of any right related thereto.

(g) City shall, at all times, be free to inspect the Leased Premises and may independently establish to its satisfaction and in its absolute discretion the existence or non-existence of any fact or facts, the existence or non-existence of which is relevant to any claim or defense of any matter related herein, and Lessee shall allow City or its agents access to the Leased Premises as is reasonably necessary to establish such facts.

(h) Should Lessee fail to perform or observe any of its obligations or covenants contained in this paragraph, then City shall have the right, but not the duty, without limitation upon any of the other rights of City pursuant to this Agreement, to enter the Leased Premises itself or through its agents, consultants or contractors and perform the same. Lessee agrees to indemnify City for the costs thereof and liabilities therefrom as set forth in subsection (d) above. The provisions of this Section 2.11 shall survive the termination of this Agreement.

Section 2.12 Airport Security. Lessee acknowledges that the Airport may have certain security requirements imposed upon it by the United States, including the Department of

Homeland Security and the Transportation Security Administration. Lessee agrees that its use and occupancy of the Leased Premises will be bound and constrained by any such security requirements that it is given Notice of, and that, upon notification by the Airport, it will abide by and comply with all such restrictions, constraints, rules, regulations, orders, plans or decrees (collectively "Security Plan") enacted by, or imposed upon City, by the United States and its security agencies in, on and about the Leased Premises and the Airport. Lessee further agrees that the requirement to comply with any such Security Plan shall not entitle Lessee to damages or the right to terminate or modify this Agreement.

Section 2.13 Additional Compliance Requirements. It is intended that the standards, obligations and duties imposed by this Article II shall be maintained and complied with by Lessee in addition to its compliance with all applicable governmental laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than the standards, duties and obligations imposed on Lessee hereunder, then Lessee shall comply with such laws, ordinances and regulations in its operations under this Agreement. Noncompliance with any governmental law, ordinance or regulation, the validity of which shall be contested in good faith and with reasonable promptness, shall not be interpreted as a violation of this covenant until such contest shall have been abandoned or the time for objection or appeal has expired.

ARTICLE III

RENTS, FEES AND CHARGES

Section 3.1 Rent. For the period beginning on the Commencement Date during term hereof ("Lease Year"), Lessee shall pay to City, for the premises and privileges granted hereunder, the following rentals:

(a) Hangar Bay – 10,400 sq. ft. at \$4.40 psf = \$45,760.00 per year

The annual rental shall be payable in twelve equal monthly installments of \$3,813.33, in advance and without demand, on the first day of each month. All such payments are to be made in lawful money of the United States of America.

Section 3.2 Rental Adjustments. The annual rent payable by Lessee for the Leased Premises shall be increased (but not decreased) at the beginning of each lease renewal based upon the five (5) year average change in the Consumer Price Index for All Urban Consumers

(CPI-U) published by the Bureau of Labor Statistics of the Department of Labor, All Items Index, U.S. City Average 1982-1984=100.

Section 3.3 Non-Transferable. Should the Lessor cease operations or transfer/sell the business to a third party, this lease is void.

Section 3.4 Reserved.

Section 3.5 Method and Manner of Payment. All payments required to be made by Lessee hereunder shall be made in lawful money of the United States of America in the offices of the Airport Manager at the FBO or to such other location as the Airport Manager may designate in writing to Lessee.

Section 3.6 Delinquent Payments. Without waiving any other right of action available to the City, should Lessee be delinquent in paying the City any payment required by this Agreement for a period of ten (10) days or more, Lessee shall pay the City interest thereon at the rate of eighteen percent (18%) per year from the date such amount was due and payable until paid.

Section 3.7 Fees and Taxes. The Lessee agrees to pay, when due, all fees, taxes and assessments charged, assessed or levied by any governmental authority on the Leased Premises and lessee's personal; property therein and thereon, or in order to carry on Lessee's business at the Leased Premises. No such payment shall be considered a payment of rent, fees or use charges entitling the Lessee to a credit under any other provision of this Agreement. The failure to pay any tax, license, fee, or assessment, the validity of which shall be contested in good faith and with reasonable promptness, shall not be interpreted as a violation of this covenant until such contest shall have been resolved in the taxing authority's favor or abandoned or the time for objection or appeal has expired.

Section 3.8 Triple Net Lease. This Agreement shall be without cost to City during the Term and any subsequently granted renewal terms, continuance, replacement lease or hold over. It is the intent of City and Lessee that this Agreement be defined, interpreted and enforced as a triple net lease to City and Lessee shall pay all costs and expenses associated with occupancy and use of the Leased Premises, except as expressly set forth herein.

ARTICLE IV

MAINTENANCE, ALTERATIONS, REPAIRS AND UPKEEP

Section 4.1 Maintenance of the Leased Premises. The provisions of Section 3.8 hereof

notwithstanding:

(a) Lessee shall be obligated, without cost to the City, to maintain the Leased Premises and every part thereof in good appearance, repair and safe condition. Lessee shall maintain the Leasehold Improvements, and all interior finishes, furnishings, unattached fixtures and equipment located on the Leased Premises. City shall be obligated to maintain and repair the HVAC system and the Hangar Doors and structural components.

(b) The City shall be the sole judge of the quality of maintenance. The City or its authorized agents may at any time, without notice, enter upon the Leased Premises to determine if maintenance satisfactory to the City is being accomplished. If City determines in its sole and absolute discretion that the maintenance of the Leased Premises is deficient, it may mitigate the deficiency at Lessee's expense and the cost of such mitigation shall be billed to Lessee by City, and paid by Lessee, as additional rent hereunder. Lessee shall remit the amount of such additional rent to City within fifteen days of receipt of City's documented statement of the cost of such mitigation.

Section 4.2 Repairs. The Lessee agrees to make all reasonably necessary repairs and replacements of the Leasehold Improvements. All such repairs and replacements shall be of quality equal to the original in materials and workmanship. Should Lessee fail to make such repairs, City shall have the right to enter the Leased Premises and make such repairs, or cause them to be made, and the cost thereof shall be chargeable to Lessee as additional rent hereunder. Lessee shall remit the amount of such costs to City within fifteen days of receipt of City's documented statement of the cost of such repairs.

Section 4.3 Condition at Termination. Lessee agrees to surrender and deliver up the Leased Premises at the termination of this Agreement in good order and condition, reasonable wear and tear excepted. Upon termination of this Agreement, Lessee shall have the right to remove all of its removable personal property and trade fixtures from the Leased Premises provided such removal is done within thirty (30) days of such termination and in a manner so as not to deface or otherwise adversely affect the physical appearance of the Leased Premises.

Section 4.4 Alterations to Leased Premises. Before making alterations to the Leasehold Improvements Lessee shall first obtain the written consent of the Airport Manager, such consent not to be unreasonably withheld or delayed. All alterations to the Leased Premises made by the Lessee shall be made at the Lessee's expense and shall be made in a workmanlike

manner without damage to the Leased Premises, except such that is repaired or corrected by the Lessee. The Airport Manager shall have the right to review and approve in writing the plans and specifications for such alterations and to impose requirements for permits, insurance and bonding for such improvements and alterations.

ARTICLE V

INDEMNIFICATION AND INSURANCE

Section 5.1 Indemnification - City Held Harmless. It is an express condition of this Agreement that, except where caused solely by its negligence, City, its elected officials, officers, agents and employees shall be free from any and all claims, debts, demands, liabilities or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury or damage to any person or persons or damage or destruction of property or loss of use thereof, whether it be the person or property of Lessee, its agents or employees, or of any third persons, from any cause or causes whatsoever arising from any event or occurrence in or upon the Leased Premises or any part thereof, or otherwise arising from Lessee's operations under and during the term of this Agreement; and Lessee shall indemnify, defend and save harmless the City, its elected officials, officers, agents and employees against and from any and all such claims, demands, debts, liabilities and causes of action (including attorneys' fees and costs). In any circumstances in which Lessee provides a defense to the City, it shall employ attorneys for such defense that are reasonably acceptable to City. The provisions of this indemnity shall survive the termination of this Agreement.

Section 5.2 Liability Insurance. Lessee shall maintain in force during the Term of this Agreement commercial general liability insurance - bodily injury and property damage liability - as shall protect the Lessee from claims of bodily injury and property damage in amounts acceptable to City. However, the amounts of this insurance shall not be less than \$2,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement. The City shall be named as an additional insured under the commercial general liability policy.

Lessee shall maintain in force during the Term of this Agreement commercial automobile liability insurance providing bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits acceptable to City but not less than \$1,000,000 bodily injury and property damage each occurrence/aggregate.

Lessee shall maintain aircraft liability insurance, including premises liability and property damage, covering all aircraft operated by and for Lessee at limits acceptable to City but not less than \$10,000,000 each occurrence.

All liability policies shall be occurrence based.

Section 5.3 Worker's Compensation and Employer's Liability Insurance. Lessee shall maintain worker's compensation and employer's liability insurance in the amounts and form required by the laws of the State of North Carolina.

Section 5.4 Fire and Extended Coverage. Lessee, at its own cost and expense, shall insure for fire and extended coverage risks the hangar and all Leasehold Improvements on the Leased Premises. Such insurance shall be in an amount equal to the full replacement value of the hangar and insurable value of such improvements. All fire insurance policies shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder. Lessee agrees that any payments received from such insuring companies by reason of loss under such policy or policies shall be applied toward repair and reconstruction of the Leasehold Improvements or paid to the City in accordance with Article VI hereof.

Section 5.5 Certificates Evidencing Coverage: Insurer Acceptable to City. A certificate evidencing all insurance coverage required of Lessee under this Article V shall be filed with the City on or prior to the Commencement Date, and such certificate shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days prior written notice to the City. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed shall be filed with the City. If such insurance coverage is canceled or reduced, the Lessee shall within fifteen (15) days after receipt of written notice from the City of such cancellation or reduction in coverage, file with the City a certificate showing the required insurance has been reinstated or provided through another insurance company or companies. The company or companies furnishing insurance pursuant to this Article V shall be qualified to issue insurance effective in the State of North Carolina and be of sound and adequate financial responsibility to fulfill their obligations hereunder, and to that end the selection of such insurance companies shall be subject to the approval of City, which approval shall not be unreasonably withheld.

Section 5.6 Waiver of Subrogation. City and Lessee mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, or required to be carried hereunder, to the extent permitted by the applicable insurance policy or policies, the

party carrying or required to carry such insurance and suffering any such loss hereby releases the other of and from any and all claims with respect to such loss and City's and Lessee's insurance companies shall have no right of subrogation against the other or any party hereto on account thereof.

ARTICLE VI

DAMAGE OR DESTRUCTION TO LEASED PREMISES

In the event of damage or casualty to any part of the Leased Premises including the hangar and Leasehold Improvements, City shall have the option to repair such damage or replace damaged property. During the time from such damage until the completion of the repairs, Lessee shall be entitled to an equitable abatement of payments to City required hereunder in proportion to the extent Lessee is deprived of the beneficial use of the Leased Premises by such damage. Should City elect, in its absolute and sole discretion, not to repair or rebuild the Leasehold Improvements, or determines that insurance proceeds will be insufficient to repair or replace such damage, it shall so notify Lessee. If Lessee elects to terminate the Lease, insurance payments must cover the cost of full replacement.

ARTICLE VII

EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION

PUBLIC USE AND FEDERAL GRANTS

Section 7.1 Equal Employment Opportunity. Lessee assures that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment opportunities with Lessee.

Section 7.2 Certification of Non-Discrimination. By the execution of this Agreement, the Lessee acknowledges that the City is obligated by, and this Agreement is subordinate to, certain assurances given to the Federal Aviation Administration in exchange for the receipt of Federal funds, and in recognition thereof certifies as follows:

"We, the supplier of goods, materials, equipment or services covered by this bid or contract, will not discriminate in any way in connection with this contract in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color or national origin of such persons. We also agree that we will offer and provide our services on a reasonable and not unjustly

discriminatory basis, to all users of the airport that wish to engage our services and will charge reasonable, and not unjustly discriminatory prices, for each service, as required by Federal Aviation Administration Grant Assurance No. 22.”

Section 7.3 Federal Grants and Public Use. The parties acknowledge that the Airport will be operated as a public airport, subject to the provisions of the Federal Aviation Act of 1958, so that nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958. The City reserves the right to further develop or improve, as it sees fit, the Airport, its landing area and taxiways, and to construct other airports, regardless of the desires or views of Lessee and without interference or hindrance therefrom. This Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America, including instrumentalities thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds in developing the Airport.

Section 7.4 Non-Discrimination. Lessee for itself, its successors and assigns, as part of the consideration hereof, does hereby covenant and agree that to the extent within its power:

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

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

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

(d) Lessee, for itself, its heirs, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose involving the provision of similar services or benefits, the Lessee, shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations,

Department of Transportation, Subtitle A, Offices of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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

Section 7.5 Modifications to Comply with Federal Laws, Regulations or Agreements. Should the United States or any instrumentality thereof having authority to do so require that any provision of this Agreement that is in violation of any federal law or regulation or any provision of an existing grant agreement between the City and the United States or any instrumentality thereof be changed or deleted or should any such change or deletion be required in order for the Airport either to continue as a part of the National Airport System Plan or to retain its eligibility to participate in AIP and similar successor federal programs or to avoid forfeiture of previous financial assistance, the City may give the Lessee notice that it elects that any such change or deletion be made. Lessee shall then elect either to consent to any such change or deletion or to terminate this Agreement. Such election shall be made in writing and delivered to the City within thirty (30) days of the date the City gave notice to the Lessee of its election that any such change or deletion be made.

Section 7.6 Compliance with Americans with Disabilities Act of 1990. Lessee shall fully comply with all applicable provisions of the Americans With Disabilities Act of 1990, P.L. 101-336, 104 Stat. 327 (ADA), expressly including, but not limited to, all requirements otherwise imposed on the City regarding the Leased Premises and invitees of Lessee, insofar as the Leased Premises is considered a place of public accommodation and invitees or employees are covered by the services, programs and activity provisions of Title II of ADA.

Section 7.7 Recapture by United States Government. It is understood and agreed between the parties hereto that this Agreement shall be terminated if the United States of America, in exercising any right it may have to recapture under the terms of the instrument

conveying the premises to the City, requires such termination, and further that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Airport Act of 1946, as amended, or any future act affecting the operation or maintenance of the Airport.

Section 7.8 Non-Discrimination Provision for All City Contracts. The City is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. For purposes of this Section, *prohibited discrimination* means discrimination in the solicitation, selection, and / or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, *prohibited discrimination* also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the City and others. As a condition of entering into this Agreement, the Lessee represents, warrants and agrees that it does not and will not engage in or condone prohibited discrimination. Without limiting any rights, the City may have at law or under any other provision of this Agreement, it is understood and agreed that a violation of this provision constitutes grounds for the City to terminate this Agreement.

ARTICLE VIII

ASSIGNMENT AND SUBLETTING

Lessee shall neither assign nor transfer this Agreement or any right or leasehold interest granted to it by this Agreement without the consent of the City, such consent not to be unreasonably withheld. Provided, however, Lessee may assign and transfer this Agreement in its entirety without such consent to any successor-in-interest of Lessee with or into which Lessee may merge or consolidate or which may succeed to the assets of Lessee or a major portion thereof. No such assignment or sublease shall serve to release the Lessee from any of its obligations, duties or responsibilities under this Agreement unless the City agrees thereto in writing. Any such sublease shall be in writing and promptly upon the execution thereof, Lessee shall furnish a copy to the City.

ARTICLE IX
DEFAULT BY LESSEE

Section 9.1 Default. The happening of any one or more of the following listed events and the expiration of any notice and cure periods herein provided (which events, upon such expiration, are hereinafter referred to singularly as “Event of Default” and plurally as “Events of Default”) shall constitute a breach of this Agreement on the part of Lessee, namely:

(a) The filing by, on behalf of, or against Lessee of any petition or pleading to declare Lessee a bankrupt, voluntary or involuntary, under any Bankruptcy Act or law, which is not dismissed within sixty (60) days after the date of filing.

(b) The commencement in any court or tribunal of any proceeding, voluntary or involuntary, to declare Lessee insolvent or unable to pay its debts, which is not dismissed within sixty (60) days after the date of filing.

(c) The failure of Lessee to pay any rent or any other amount payable under this Agreement within ten (10) days after written notice by the City that the same is due and payable.

(d) The failure in any material respect of Lessee to perform, fully and promptly, any act required of it under the terms of this Agreement, or otherwise to comply with any term or provision hereof within the shorter of -- (i) the time specifically required, or (ii) thirty (30) days after written notice by the City to the Lessee to do so, unless such default cannot be cured within such period and Lessee has in good faith commenced and is prosecuting the cure thereof, in which case the Lessee shall have a reasonable extension of such period in order to cure such default.

(e) The appointment by any court or under any law of a receiver, trustee or other custodian of the property, assets or business of Lessee, who is not dismissed within sixty (60) days after the date of appointment.

(f) The assignment by Lessee of all or any part of its property or assets for the benefit of creditors.

(g) The failure of Lessee to comply with the requirements of any component or requirement of the Security Plan described in Section 2.12 hereof.

Section 9.2 Waiver. No Waiver by the City of default by the Lessee of any terms, covenants, or conditions hereof kept and to be performed, preserved by the Lessee shall be

construed to be a waiver of any subsequent default. The acceptance of rental or the performance of all or any part of this Agreement by the City for or during any period or periods after default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Lessee, shall not be deemed a waiver of any right on the part of the City to declare a default or cancel this Agreement for a subsequent breach thereof.

ARTICLE X

EFFECT OF DEFAULT

Upon the happening of any Event of Default as defined in Article IX above and the failure of the Lessee to cure such default in the time period set forth in said Article IX, the City shall have the right to terminate this Agreement by written notice from the City to the Lessee, which termination shall be effective as of the date of said written notice. Upon any such termination hereof, whether by lapse of time or otherwise, Lessee shall promptly surrender possession and vacate the Leased Premises and deliver possession thereof to the City, and Lessee hereby grants to the City full and free license to enter into and upon the Leased Premises in such event and with or without process to expel or remove Lessee and any others who may be occupying the Leased Premises and to remove therefrom any and all property, using for such purpose such force as may be necessary without being guilty or liable for trespass, eviction, or forcible entry or detainer and without relinquishing the City's right to the rent due from Lessee or any other right given to the City hereunder or by operation by law. Except as otherwise expressly provided in this Agreement, Lessee hereby expressly waives the service of demand for the payment of rent or for possession of the Leased Premises or to re-enter the Leased Premises, including any and every form of demand and notice prescribed by any statute or other law.

ARTICLE XI

TERMINATION BY CANCELLATION AND DEFAULT BY CITY

Section 11.1 Right of Lessee to Terminate by Cancellation. Provided that Lessee is not in default in the payment of any rentals, fees or charges to the City hereunder, Lessee may terminate this Agreement for any reason with six (6) months' notice to the Lessor and cancel all of its obligations hereunder by giving written notice to City in the manner as hereinafter provided upon or after the happening of any one of the following events:

- (a) The inability of the Lessee to use the Leased Premises for a period in

excess of sixty (60) days, because of the issuance of any order, rule or regulation by the United States or an instrumentality thereof preventing the Lessee from operating at the Leased Premises for cause or causes not constituting a default under this Agreement;

(b) The default by the City in the performance of any covenant or agreement herein required to be performed by the City and the failure of the City to remedy such default for a period of sixty (60) days after receipt from the Lessee of written notice to remedy the same, unless such default cannot be cured within such sixty (60) day period and the City has in good faith commenced and is prosecuting the cure thereof, in which case the City shall have a reasonable extension of such period in order to cure such default; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if the City shall have remedied the default prior to receipt of the Lessee's notice of cancellation;

(c) The assumption by the United States or an instrumentality thereof of the operation, control or use of the Airport or any substantial part thereof in such a manner as to substantially restrict the Lessee for a period of at least ninety (90) days from operating its business at the Airport; or

(d) The issuance by any court of competent jurisdiction of an injunction restraining the use of the Airport or the Leased Premises if said injunction shall remain in force for more than ninety (90) days and is not caused in whole or in part by the acts or failures to act of Lessee.

Section 11.2 Waiver. The Lessee's performance of all or any part of this Agreement for or during any period or periods after a default of any of the terms, covenants or conditions hereof to be performed, kept or observed by the City, or the occurrence of such other event as may excuse performance, shall not be deemed a waiver of any right on the part of Lessee (i) to cancel this Agreement for failure by the City so to perform, keep or observe any of the terms, covenants or conditions hereof to be performed, kept and observed, or by reason of such occurrence, or (ii) to enforce any other right that the Lessee may have by reason of such failure or occurrence. No waiver by the Lessee of any of the terms, covenants or conditions hereof shall be construed to be or act as a waiver by Lessee of any subsequent default or occurrence.

ARTICLE XII
GENERAL PROVISIONS

Section 12.1 Restrictions and Regulations. The activities conducted by Lessee pursuant to this Agreement shall be subject to:

- (a) Any and all applicable rules, regulations, orders and restrictions which are now in force or which may be adopted hereafter by City with respect to the operation of the Airport, including restrictions on arrivals and departures;
- (b) Any and all orders, directions or conditions issued, given or imposed by, the City with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas or public areas on the Airport; and
- (c) Any and all applicable laws, ordinances, rules, statutes, regulations or orders, including, but not limited to, environmental statutes, regulations or orders of any governmental authority, federal, state or municipal, lawfully exercising authority over the Airport or Lessee's operations, including restrictions on airline schedules of arrivals and departures.

City shall not be liable to Lessee for any diminution or deprivation of Lessee's rights hereunder on account of the exercise of any such authority, nor, except as elsewhere expressly provided in this Agreement, shall Lessee be entitled to terminate the whole or any portion of this Agreement by reason thereof unless the exercise of such authority shall so interfere with Lessee's use and enjoyment of the Leased Premises as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of North Carolina.

Section 12.2 Waiver of Claims. Lessee hereby waives any claim against the City and its elected officials, officers, agents or employees for loss of anticipated profits caused by any suit or proceeding attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part hereof.

Section 12.3 Waivers. Every provision herein imposing an obligation upon City or Lessee is a material inducement and consideration for the execution of this Agreement. No waiver by City or Lessee of any of the terms, covenants or conditions of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, covenant or condition herein contained, nor of the strict and prompt

performance thereof. No delay, failure or omission of the City to re-enter the Leased Premises or to exercise any right, power, privilege or option arising from any default, or subsequent acceptance of fees then or thereafter accrued shall impair any such right, power, privilege or option or be construed to be a waiver of any such default or acquiescence therein. No notice by City shall be required to restore or revive time as being of the essence hereof after waiver by City of default in one or more instances.

Section 12.4 Attorney's Fees Allowable as Costs. In any action brought by one party against the other concerning the provisions of this Agreement or the performance of either party's obligations hereunder, the prevailing party shall be entitled to collect from the other party all costs incurred in such action, including reasonable attorneys' fees.

Section 12.5 Situs and Service of Process. This agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina. In the event of a dispute relating to the terms of this agreement, any resulting action shall be instituted and prosecuted in the appropriate courts within the following venues: Iredell County, North Carolina or any appropriate federal forum. In the event legal service of process on the parties to this Agreement is required, such service of process shall be achieved in accordance with Rule 4 of the North Carolina Rules of Civil Procedure or the Federal Rules of Civil Procedure, based on the pertinent forum.

Section 12.6 Agreement Binding Upon Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

Section 12.7 Time of Essence. Time is expressly agreed to be of the essence of this Agreement.

Section 12.8 Applicable Law. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of North Carolina.

Section 12.9 Quiet Enjoyment. The City agrees that Lessee, upon payment of all fees, charges and other payments required under the terms of this Agreement and observing and keeping the conditions and covenants of this Agreement on its part to be observed and kept, shall lawfully acquire and hold, use and enjoy the Leased Premises during the Term of this Agreement.

Section 12.10 Lessee's Dealings with City. Whenever in this Agreement, the Lessee is required or permitted to obtain the approval of, consult with, give notice to, or otherwise deal with the City, the Lessee shall deal with the City's authorized representative; and unless or until

the City shall give Lessee written notice to the contrary, the City's authorized representative shall be the Airport Manager.

Section 12.11 Notices, Consents and Approval. All notices, consents and approvals required or authorized by this Agreement to be given by or on behalf of either party to the other shall be in writing and signed by a duly designated representative of the party by or on whose behalf they are given, and shall be deemed given at the time a registered or certified letter properly addressed, postage prepaid, is deposited in any United States post office.

(a) Notice to the City shall be addressed to it and delivered in person to the office of the Airport Manager, 238 Airport Road, Statesville North Carolina, or by mail to Post Office Box 1111, Statesville, North Carolina 28687, either by registered or certified mail, postage prepaid, or at such other office as it may hereafter designate by notice to the Lessee in writing.

(b) Notice to the Lessee shall be addressed to the attention of:

238 Airport Road
Statesville, NC 28677

either by registered or certified mail, postage prepaid, or at such other office in the continental United States as it may hereafter designate by notice to the City in writing.

Section 12.12 Drug-Free Workplace. Lessee will provide a Drug-Free Workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance is prohibited in the facilities and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Notifying the employee in the statement required by Section 12.12(a) that, as a condition of employment, the employee will:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(c) Notifying the City within ten (10) days after receiving notice under

subparagraph (b)(2) from any employee or otherwise receiving actual notice of such conviction.

(d) Taking one of the following actions within thirty (30) days of receiving notice under subparagraph (b)(2) with respect to any employee who is so convicted:

(i) Taking appropriate personnel action against such employee up to and including termination; or

(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health law enforcement or other appropriate agency.

(e) Making a good faith effort to continue to maintain a Drug-Free Workplace through implementation of subparagraphs (a) through (d).

Section 12.13 Independent Contractor. The parties hereto agree that the Lessee is an independent contractor and not subject to direction or control by the City, except as specified in this Agreement, and except by general rules and regulations adopted for the control and regulation of the Airport and its facilities.

Section 12.14 Interpretation. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either City or Lessee. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of provisions of this Agreement. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

Section 12.15 Memorandum of Lease in Lieu of Recording. The parties agree that should either desire that adequate legal notice of this Agreement be given on the public records of Iredell County, North Carolina, the other will agree to the execution of a memorandum of this Agreement containing a sufficient description of the parties, the Leased Premises and Term of this Agreement to comply with the minimum requirements for the giving of such notice.

Section 12.16 Warranty of Title. The City represents and warrants that it has good and

merchantable fee simple title to the Leased Premises and has full right to lease the Leased Premises to Lessee.

Section 12.17 Entire Agreement. The provisions of this Agreement contain the entire understanding between the parties hereto and said Agreement may not be changed, altered or modified.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, in duplicate, with all the formalities required by law.

_____ as Lessee:

WITNESS:

By: _____

Title: _____

Date: _____

ATTEST:

City Clerk

City of Statesville as Lessor

By: _____
Mayor

Date: _____

EXHIBITS: A - Depiction of Leased Premises

Leasee will lease the first hangar west of the terminal building located at the Statesville Regional Airport Fixed Based Operator as shown below.



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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Richard Griggs, Recreation And Parks Director
DATE: 10/10/2025 8:05 AM

ACTION NEEDED ON: October 20, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a variety of name changes for the Recreation and Parks Department including:

Statesville Recreation & Parks Department to Statesville Recreation & Economic Vitality
Statesville Fitness & Activity Center to Statesville Recreation Center
Statesville Civic Center to Statesville Event Center

1. Summary of Information:

The proposed name changes for the Recreation and Parks Department and its facilities are intended to more accurately reflect the expanded scope and evolving role of the department within the community.

Statesville Recreation & Economic Vitality – This updated department name better captures the department's expanded responsibilities, which now include oversight of the Civic Center and the Downtown Statesville Development Corporation, emphasizing the department's role in fostering both recreational opportunities and broader community and economic engagement.

Statesville Recreation Center – Updating the Fitness & Activity Center to the Recreation Center aligns with the terminology commonly used by the community and increases visibility and exposure through using a more anticipated and searchable facility name.

Statesville Event Center – Renaming the Civic Center to the Event Center highlights the facility's capacity to host a broad spectrum of events beyond local rentals. This designation positions the facility as a versatile venue capable of accommodating larger-scale and multi-day events, enhancing its visibility and appeal to regional and external event organizers.

2. Previous Council or Relevant Actions:

In 2024, City Council approved renaming the Electric Utilities Department to Statesville Public Power.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

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

Strategic Plan Values: We value Engagement.

The proposed name changes support the strategic goal of Expanding Access to enriching cultural, recreational, and open space amenities by improving clarity, visibility, and accessibility of the department and its facilities. These updates help the community more easily identify and engage with recreational programs, events, and downtown initiatives, while positioning the City to attract a wider range of cultural and multi-day events.

4. Budget/Funding Implications:

Statesville Recreation & Economic Vitality

- Miscellaneous: \$4,000 (tents, tablecloths, business cards,) - Tents and tablecloths are due for replacement due to age.

Statesville Event Center

- New signage: \$16,000 (2 building signs). - This is an anticipated upgrade to reflect similar signage installed at newly constructed City facilities.
- Marketing materials: Design & 1,000 printed information sheets - \$600 (these are due for replacement as prices and policies have recently changed)

Statesville Recreation Center

- New signage: \$6,000 - This is an anticipated cost that would be anticipated if Council adopts an updated sign brand that will be presented in the near future.
- New marketing materials: Design & 1,000 printed rack cards - \$550 (these are due for replacement as prices and policies have recently changed)

Total cost for 3 updated logos: \$150

5. Consequences for Not Acting:

Not approving the name changes could limit the department's ability to clearly communicate its expanded role, reduce opportunities for community engagement, and hinder efforts to attract larger-scale events and partnerships.

6. Department Recommendation:

Approve the proposed name changes

7. Manager Comments:

This request started with a request from the Statesville Convention and Visitor's Bureau to rename the Civic Center to the Event Center. Since the Civic Center and Downtown Statesville Development Corporation is now under Recreation and Parks, the Director and I have had several conversations about a name change that will accurately reflect the overall department duties and mission. We are also taking opportunities when they arise to mimic the new signage at the Municipal Operations Center, which includes the updated bloom logo. Yes, there are some costs that accompany the changes, but we have been purposeful in our improvements to the Civic Center and will use Civic Center/Occupancy Tax Funds to pay for that building, and install the others over time if need be.

8. Next Steps:

Begin design work for updated signage and all facility marketing materials.

9. Attachments:

None.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Emily Kurfees, City Clerk

DATE: 10/10/2025 8:07 AM

ACTION NEEDED ON: October 20, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a resolution in support of a marker describing the lynching of Charles Campbell in 1883.

1. Summary of Information:

Frank Johnson with Iredell County Remembrance Project requests that the City Council support a marker next to the Confederate Memorial statute describing the lynching of Charles Campbell from October 1883. Iredell County Remembrance Project is committed to listening with respect and having just kindness. The Equal Justice Initiative has supported the historic marker being placed as well.

The marker will need to have NCDOT approval because it will be placed on their road in their right of way.

2. Previous Council or Relevant Actions:

Mr. Johnson spoke to Council at the 9/11/2025 pre-agenda meeting.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: N/A

Strategic Plan Values: N/A

4. Budget/Funding Implications:

N/A

5. Consequences for Not Acting:

The project will not have the City's support of the marker when they ask NCDOT for approval.

6. Department Recommendation:

N/A

7. Manager Comments:

No comments.

8. Next Steps:

The project will need to contact NCDOT to get approval to put the marker in the right of way.

9. Attachments:

1. Resolution
2. Lynching Marker

RES ____

A Resolution from the Iredell Community Remembrance Project to erect a marker commemorating the events of October 1883 including the lynching of Charles Capbell and the positive reaction of our city to that event.

WHEREAS: A circus was held in Statesville in the middle of October, 1883 when the population of the town was said to have tripled because of the event.

WHEREAS: Up to 5 people (none being citizens of Statesville) were killed that week through violent means including the lynching of Charles Campbell after he shot John Redmon dead in an area where wagons of some of the thousands of visitors were parked.

WHEREAS: The city was steeped in fear, and a meeting was called by some black citizens of Statesville including Rev JA Gosling, Rev Richardson, Rev Jordan Chambers, Professor C Dillard and others in which the white community was invited and attended by Mayor JF Van Pelt, Lawyer Allison, Rev AS Billingsley, and Messrs. Gillespie, Caldwell, Richardson, Griffins and others.

WHEREAS: Due to rumors of blacks torching the city and white massacre of blacks, the group came up with this resolution that same week in 1883: "Resolved, That is the sense of this meeting that we have assembled with malice to no man, but to humbly petition the solicitor and officers of justice to investigate and bring to justice the violators of law of decency and of the peace and well being of the state of North Carolina. We ask it in the name of justice, in the name of common decency and in the name of God. We call upon the white citizens of Statesville to witness the fact that as a race, we have been a law – abiding people and we appeal to you as honorable men, as representatives of the proud Anglo Saxon race, who glory in the fact that you have given mankind trial by jury to vindicate the good name and standing of our community."

WHEREAS Peace prevailed following that meeting leading to improvement of community spirit and cooperation among the citizens into the future.

WHEREAS: these events came to life through research into the lynching of Charles Campbell prompted by the Equal Justice Initiative group in Alabama,

WHEREAS: That group has studied our situation and approved a marker commemorating these events assuming all costs including manufacturing the marker, and inserting it into the planter space on S Center Street across from the Statesville Historical Museum and in front of the property on which the old jail was located and from which Charles Campbell had a rope put around his neck and was lead off to be hung.

WHEREAS: In 2026, America will commemorate 250 years since the signing of the Declaration of Independence and the development of a new country dedicated to "life, liberty, and the pursuit of happiness." In the years since, our country has undergone many changes and faced many challenges. 250 NC is North Carolina's commemoration, and NC 250 Iredell's observance of the 250th anniversary of our state in the development of the United States.

To observe this momentous occasion, the ICRP committee is dedicated to ensuring participation and sponsorship in the planned NC 250 Iredell events. We hope to erect a Marker that follows the NC 250 themes *"Vision of Freedom, Gathering Voices, and Common Ground,"* an exploration of the ideas of freedom, civic responsibility, overcoming challenges, and change as we lean into the ideals of democracy.

Be it Resolved: That this city council on the recommendation of the Iredell Community Remembrance Project and its commitment to truth, healing, reconciliation and harmony do approve the installation of this marker to commemorate the events of October 1883 including the lynching of Charles Capbell and the positive reaction of our city to that event.

Iredell CRP (Community Remembrance Project)

In the late 1800's there were 3 documented lynchings in Iredell County. These events are memorialized at the Legacy Museum and Memorial in Montgomery Alabama. Researching the Raleigh N&O concerning the number of lynchings in NC we found:

"No one knows exactly how many, though researchers say it was at least 100 and possibly as many as 300 in the years from 1882 to 1968. The number of lynchings per year in Southern states spiked during the period from 1890 to 1920, the same period during which the most Confederate monuments were installed. Where the victims' remains ended up is even more complicated."

120 from NC are memorialized in Montgomery.

As you are aware, there is one of these confederate monuments standing tall on our old courthouse lawn. People who come to participate in our county government, random visitors and members of our own community can't help but notice.

An effort to counteract the impression that the statue presents to most of us is now underway and we are now building a coalition to counter that image left in the minds of residents and visitors alike. We need your participation and advocacy for this cause.

The goal is to place a marker in proximity to that statue describing the lynching of Charles Campbell who was dragged from the jail with a noose on his neck by a mob and hung from a nearby tree. We are currently weeding through the reports of the day, locating the site of the lynching and attempting to find his final resting place. This is not to put Charles on a pedestal, but to acknowledge the awful circumstances of his illegal lynching that took place in our community in October 1883. Just as the horrors of the Civil War are memorialized, the continued aftermath of terror should be recognized. We are proud of our community, and we want others to feel the same.

There is a prescribed process to get that marker and we want you to join us. We are not asking for any money, we are asking for your advocacy as a community. We want to hear what you have to say.

Vision Statement

The Iredell CRP will research evidence-based facts to establish truth. We will build relationships and coalitions in order to heal. We will encourage advocacy and present narrative to reconcile and foster harmonious coexistence in our community.

iredellcommunityremembranceproject.org

We have been working for years to have our local Confederate Memorial statue removed with no success. We were told on several occasions by different leaders "Let them get their own statue". It is tough to bear the sadness, disappointment and anger over the resistance of our local community to share a full picture of our racial history.

Statesville is highlighted by that statue on our courthouse lawn. but that should not define who we are, because we are not that today. A proposed marker placed where a human being was taken out of a cell not 150' from where that statue sets and hung from a tree not 1/2 mile away is imperative to providing a contrast and an offset to how we and others currently identify our community.

Remembering leads to conversations and dialogue. It helps us all to contemplate the past and bridge forward so as not to repeat heinous acts to others and to heal. All mistreatment of any of our humanity needs to be recognized, acknowledged, presented, taught and highlighted in a way as to avoid such atrocities from ever happening again.

We should be able to have conversations about lynchings and how our country was "once upon a time". Lynchings were designed to terrorize the Black citizens who even today remember as young children being afraid to go out after dark for fear of what might happen. "History, despite its wrenching pain, cannot be unlived, but if faced with courage, need not be lived again." (Maya A.) Our community history is to be shared in an honest and open way, not hidden, hushed or forgotten.

Racial injustice is not just a thing of the past. It is part of our present and our duty is to not make it a part of our future. This signage is important to caution future generations about the deadly results of hate and discrimination.

In a community where too many refuse to acknowledge the racism and injustice that permeates our lives to this day, we must name the truth of our past so as to move towards healing and reconciliation together. On that courthouse lawn, which has memorialized and celebrated the confederacy for 120 years, we must contextually memorialize the atrocities of lynching so that our collective memory can inspire and unite people to create a better, equal future in Statesville.

Please visit our website and leave your comments. They will be addressed.

Racism cannot be "our brand"!

iredellcommunityremembranceproject.org

Our Commitment

LISTENING WITH RESPECT

- *Listening with respect allows the group to benefit from the widest range of feedback.*
- *A lack of listening with respect can reduce support for the coalition even when people value the work being done. It can lead to interpersonal challenges that prevent widespread community engagement with the local history the coalition wishes to elevate.*

Paying attention to what is and is not being said.

Staying open to new ideas and new voices requires commitment to listening and respecting the person offering the idea. We especially value those voices which may be in opposition to what we do.

We agree to listen also to silence and recognize that silence does not always convey agreement. Sometimes people are silent because they feel disempowered or not valued.

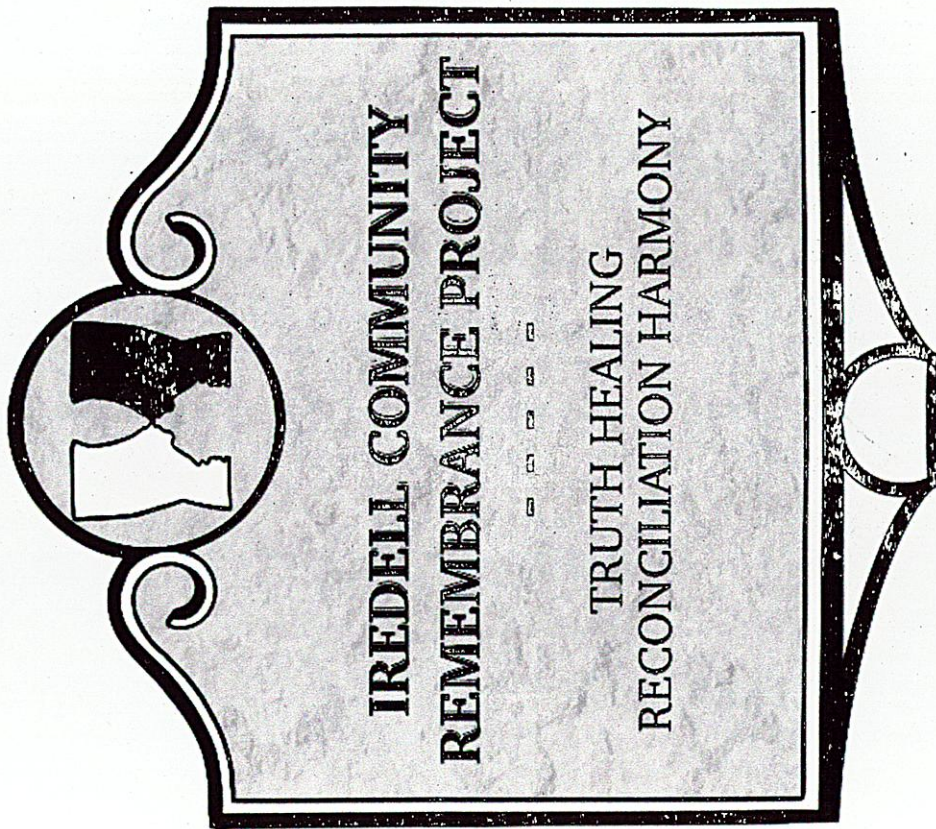
JUST KINDNESS

Consistently act and speak from a place of goodwill towards others.

In this effort, we will encounter individuals in different places along the spectrum of engagement, understanding, willingness to hear, learn, and see, and openness to this meaningful and necessary conversation. Regardless of where someone falls on the spectrum of supporting or resisting our efforts, we agree to treat each person with kindness that is grounded in our commitment to truth and reconciliation. We choose to approach adversarial reactions with grace for the other person, committing to a response that reflects the need for collective healing. We choose to offer strategic and tactical responses to move the work forward in a healthy way.

• *Kindness supports people through the difficult work of pushing past discomfort in order to elevate justice. It invites people to come to the work as they are and then work in community with others to reimagine what is possible.*

• *A lack of kindness can lead to responses that further reduce the level of support for the community remembrance project. Kindness is a position we can choose to rise to in the midst of difficult circumstances with others.*



iredellcommunityremembranceproject.org

iredellcommunityremembranceproject.org

On this spot in October 1882, a man was removed from the County jail some 200 feet west of this spot with a rope around his neck. He was led to a nearby tree where he was hung until, he died. The following day he was hung again from the Elm Street bridge where a photo was staged and preserved.

The community, comprised of both black and white members came together after this terror inducing incident and resolved to address the causes of the deaths together. They sensed the fear and potential damage that this could present in the near and far future. In that spirit of togetherness and the resolve to make something positive for the community as it existed then, for posterity today and toward the future we commemorate the lynching of Charles Campbell.

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: David Onley, Police Chief
DATE: 10/10/2025 8:08 AM

ACTION NEEDED ON: October 20, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the second reading of an ordinance that 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. They approved the first reading of the amended ordinance at the October 6th 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: We value Quality and Creativity

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:**
Recommend for approval.
- 8. Next Steps:**
Submit changes to Municode
- 9. Attachments:**
 1. Ordinance for Parking 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 amount~~ 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.~~ if the fine is not paid within fourteen (14) days after the violation, a thirty dollar (\$30.00) late fee will be assessed in addition to the initial fine amount. 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.rmcpay.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

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: David Onley, Chief Of Police
DATE: 10/10/2025 8:08 AM

ACTION NEEDED ON: October 20, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the second reading of an ordinance for 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.

The first reading of the amended ordinance was approved at the October 6th 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: We value Integrity

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:

Recommend for approval.

8. Next Steps:

The Clerk will submit the updated ordinance to Municode.

9. Attachments:

1. Amended Ordinance for Soliciting Permits

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: 10/10/2025 8:02 AM

ACTION NEEDED ON: October 20, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider joining the Town of Mooresville and the Town of Troutman for a Planning Grant for the purpose of conducting a feasibility study to bring county-wide micro-transit feasibility study through CRTPO.

1. Summary of Information:

The Town of Mooresville is planning to apply for grant funding for a feasibility study to bring micro-transit to the area. After discussing their grant application, the CRTPO staff recommended that Mooresville include the Town of Troutman and the City of Statesville for an Iredell County Long Range Transit Plan. This would provide a wholistic view for micro-transit feasibility. Micro-transit is a technology-enabled, on-demand shared transportation service that uses smaller vehicles, like mini-vans, to provide a flexible, often door to door service. The software typically uses a smartphone app. Mooresville was able to obtain estimates for the cost, and this planning grant funding requires a 20% match. The lowest estimate was \$180,000 and the highest was \$220,000. CRTPO has a member approved MOU (Memorandum of Understanding) when it comes to cost sharing, based on population. CRTPO Staff have provided a table with a cost sharing estimate (attached).

Staff is requesting City Council approve inclusion in the planning grant request and approve a match in the amount of \$15,192 for this micro-transit feasibility study.

2. Previous Council or Relevant Actions:

The City has been exploring micro-transit options as a service for its citizens.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

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

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

Strategic Plan Values: We value and encourage Opportunity

This could provide an alternate mode of transportation for the citizens.

4. Budget/Funding Implications:

If awarded, the planning grant would cover 80% of the costs and the City of Statesville would be subject to contribute \$15,192, (our share of the 20%) match for the feasibility study.

5. Consequences for Not Acting:

The City would not participate in the feasibility study and miss an opportunity to consider an alternate mode of transportation for its citizens.

6. Department Recommendation:

The department recommends approving the requested match of \$15,192 for conducting the feasibility study.

7. Manager Comments:

Concur with the department recommendation.

8. Next Steps:

The application deadline is October 31, 2025. The award winner(s) will be announced in early 2026 and Mooresville will send out requests for proposals.

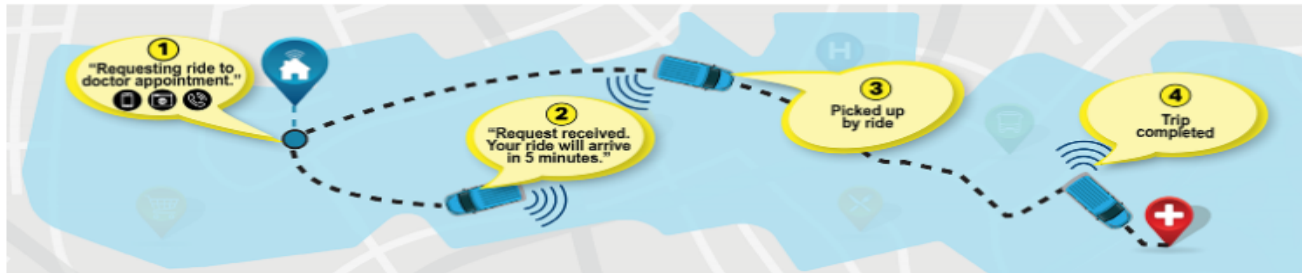
9. Attachments:

1. One Pager Micro-transit
2. Cost Sharing Estimate for Feasibility Study

How it Works

Microtransit Overview

A shared, technology-enabled, public transportation system with flexible routing developed based on real-time trip demand and origin-destination patterns.



Click on image to expand.

While it uses similar technology such as a mobile app for requesting and scheduling rides, microtransit is different from ride-hailing services:

- Typically subsidized
- Operates in defined service zones
- Combines trips rather than serving single trips
- Provides lower fares
- Employs professional drivers and uses dedicated vehicles

Please note: Specific implementations of these transit modes may differ from the generalized comparison shown in the table above.

Benefits of On-Demand Microtransit

- More efficient and responsive service to rider demands with shorter wait times
- Provides transit to rural, low density, hilly or otherwise difficult to serve areas
- Does not require advance reservations
- Flexible for serving late-shift workers and those with unpredictable schedules
- Generates robust data and insights on trip behavior
- Assists with providing paratransit services
- Improves customer service experience through scheduling apps and payment technology

How Does On-Demand Microtransit Support Access?

- Reaches communities not served by fixed route public transportation or communities with limited mobility.
- Improves access to essential services, healthcare and employment opportunities, which improves quality of life
- Provides more responsive service with shorter wait times and a higher level of service
- Expands freedom to riders to schedule their trips when they need them
- Shortens walking and waiting times

Service Element 	Public On-Demand Microtransit 	Demand Response 	Fixed-Route 	Transportation Network Companies 
Curb-to-curb service	X	X		X
Operates within defined service zone	X	X	N/A	
Trips may be shared with other riders	X	X	X	
Trips must be booked	X	X		X
Reservations needed 24 hours or more in advance		X		
Booking options for riders without access to internet and/or banking	X	X	N/A	
Accessible vehicle mandated	X	X	X	

	Revised Member Population 2020 Census Including Sphere	% MOU cost share	Low Assumption: 20% Match to \$180k	Mid Assumption: 20% Match to \$200k	High Assumption: 20% Match to \$220k
Mooreville	50,193	61.00%	\$ 21,953	\$ 24,392	\$ 26,831
Statesville	28,419	34.50%	\$ 12,430	\$ 13,811	\$ 15,192
Troutman	3,698	4.50%	\$ 1,617	\$ 1,797	\$ 1,977
20% total match required:			\$ 36,000	\$ 40,000	\$ 44,000

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Scott Harrell, Assistant City Manager
DATE: 10/10/2025 9:36 AM

ACTION NEEDED ON: October 20, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a resolution for an amended reimbursement agreement for Project Crossroads.

1. Summary of Information:

The City Council previously approved a reimbursement agreement in the amount of \$150,000 for a private developer to make improvements to International Drive. Since that time development on adjacent parcels created an opportunity to relocate a portion of International Drive to a new alignment which will allow better utilization of the adjacent parcels. With all parties in agreement on this change, a revised reimbursement agreement is required so the \$150,000 reimbursement can apply to the new road alignment. The reimbursement will be disbursed over two years upon satisfactory completion of the road relocation.

2. Previous Council or Relevant Actions:

City Council approved an economic incentive agreement as well as a reimbursement agreement for improving International Drive over two years at the February 3, 2025 City Council Meeting.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: Proactively maintain existing infrastructure assets and systems to ensure current quality and long-term viability.

Connecting Our Communities: N/A

Strategic Plan Values: We value and encourage Opportunity

International Drive currently needs to be resurfaced in order to maintain our existing infrastructure.

4. Budget/Funding Implications:

The City will reimburse \$150,000 over two years in \$75,000 increments, to be paid from Powell Bill revenues.

5. Consequences for Not Acting:

The road improvements may not happen.

6. Department Recommendation:

Approve the agreement as written.

7. Manager Comments:

Recommend for approval.

8. Next Steps:

City staff will work with Economic Development to sign the agreements.

9. Attachments:

1. RESOLUTION Reimbursement Agreement
2. CIP REIMBURSEMENT AGREEMENT 3-17-25

RESOLUTION NO. 25-____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A REIMBURSEMENT AGREEMENT
WITH CIP CROSSROADS, LLC**

WHEREAS, the City of Statesville is authorized to enter into Reimbursement Agreements pursuant to N.C.Gen.Stat. 160A-499; and

WHEREAS, the Statesville Unified Development Code, Sec. 8.01(H), streets shall be constructed through new development to promote the logical extension of public infrastructure to serve future growth; and

WHEREAS, the Developer owns a parcel of land located on the south side of International Drive, as International Drive ends, in Statesville, Iredell County, North Carolina, (hereinafter referred to as “the Developer Property”), which Developer intends to develop as a speculative industrial facility; and

WHEREAS, International Drive is a city-maintained road that has recently become significantly damaged, requiring the City to make repairs that are estimated to cost approximately \$150,000.00; and

WHEREAS, the Developer, City, and adjacent property owner have agreed to move International Drive from its current location to a new location, upgrading International Drive to the City of Statesville’s Street standards at a cost of approximately \$1,047,500.00 (“Road Improvements”); and

WHEREAS, the City has agreed to reimburse the Developer \$150,000.00 for these Road Improvements as it is set forth herein, which represents the cost the City would have spent to repair the damage to International Drive; and

WHEREAS, the Parties wish to enter into the Reimbursement Agreement to memorialize this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF STATESVILLE, THAT:

1. The City of Statesville’s Mayor, Constantine H. Kutteh, shall be authorized to execute the Reimbursement Agreement between the City and the Developer.

Adopted this ____ day of _____, 2025.

CITY OF STATESVILLE, NORTH CAROLINA

Constantine H. Kutteh, Mayor

ATTEST:

Emily Kurfees, Clerk for the City of Statesville

**NORTH CAROLINA
IREDELL COUNTY**

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement, entered into this the ____ day of _____, 2025 (this “Agreement”), by and between the City of Statesville, a North Carolina municipal corporation (hereinafter the “City”); and CIP Crossroads LLC, a Delaware corporation (hereinafter the “Developer”).

WITNESSETH:

- I. WHEREAS**, the Developer owns a parcel of land located on the south side of International Drive, as International Drive ends, in Statesville, Iredell County, North Carolina, (hereinafter referred to as “the Developer Property”), which Developer intends to develop as a speculative industrial facility; and
- II. WHEREAS**, International Drive is a city-maintained road that has recently become significantly damaged, requiring the City to make repairs that are estimated to cost approximately \$150,000.00; and
- III. WHEREAS**, the Developer, City, and adjacent property owner have agreed to move International Drive from its current location to a new location, upgrading International Drive to the City of Statesville’s Street standards at a cost of approximately \$1,047,500.00 (“Road Improvements”); and
- IV. WHEREAS**, the City has agreed to reimburse the Developer \$150,000.00 for these Road Improvements as it is set forth herein, which represents the cost the City would have spent to repair the damage to International Drive; and
- V. 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 Road Improvements and the cost participation agreed to by the City; and
- VI. WHEREAS**, the Code of the City of Statesville Sec. 23-252(a) and Sec. 21-51 require all plans for the Road Improvements to be prepared and submitted to the city and appropriate state agencies for their approval; and
- VII. WHEREAS**, the City is authorized to enter into this Agreement pursuant to N.C. Gen. Stat. §160A-16 and may contract with the Developer to carry out the public purposes set forth herein; and
- VIII. WHEREAS**, the City is authorized to enter into a reimbursement agreement pursuant to N.C. General Statute §160A-499, et seq.; and
- IX. WHEREAS**, the Developer has the authority to enter into this Agreement; and

- X. 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. “Plans and Specifications” The following documentation is required to be supplied by the Developer under this Agreement: construction plans, testing results of ground conditions, Professional Engineering Certificates, 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.

B. “Reimbursable Project.” The design, construction, permitting, and easement acquisition, if any required, of the Road Improvements.

C. “Reimbursement.” Monies to be reimbursed to the Developer by the City pursuant to Article III below, which shall not exceed One Hundred and Fifty Thousand and 00/100 Dollars (\$150,000), or Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) per year.

D. “Infrastructure Improvements.” The repair, upfitting, and relocation of International Drive, located in the City of Statesville and serving as the main ingress and egress road to access the Developer’s Property, to comply with the Statesville Street Construction Specifications & Details.

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 in accordance with Statesville City Codes Sec. 23-252(a) and Sec. 21-51. Plans and specifications for the Road Improvements, as approved by the Developer and the City, are referred to in this Agreement as the “Approved Plans and Specifications.”
- II.** All Road Improvements shall be constructed in accordance with the Approved Plans and Specifications. The Project Engineer shall incorporate the City’s most recently updated “Street Construction Specifications & Details” in the Approved Plans and Specifications for the Road

Improvements. All final work after construction must be approved by 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, final engineering (project documentation, etc.) assistance, construction costs and easement acquisition.
- V.** Before the Developer shall be eligible for reimbursement, and in addition to the obligations set forth above, the Developer shall fully and accurately complete the certificate attached as Exhibit A, which shall certify the following conditions precedent to the City's obligation to reimburse:
 - A. The Developer has made investment for taxable improvements totaling at least \$10,000,000 on or before December 31, 2027; and
 - B. The Developer has completed the Infrastructure Improvements to International Drive pursuant to the Approved Plans; and
 - C. The Developer has paid in full its ad valorem taxes to the City for the 2028 tax year; and
 - D. The Company has attached receipt of its taxes paid in full to the City for the tax year due and owing; and
 - E. The City's written approval of the Developer's construction of the Road Improvements to International Drive.

ARTICLE III

CITY'S DUTIES

- I.** The City shall work with the Developer and the Developer's representatives and agents to review the Plans and Specifications for the construction of International Drive. The City shall review and approve the Plans and Specifications so long as the Plans and Specifications comply with all city code regulations, zoning regulations, zoning approvals, and the Street Construction Specifications and Details of the City of Statesville.
- II.** The City shall review the final work after construction of the Road Improvements on International Drive and issue a written approval of the final work once it is found to conform with the Approved Plans and Specifications.
- III.** The City shall reimburse the Developer a total of One Hundred and Fifty and 00/100 Dollars (\$150,000.00) for repairs to International Road as follows:

1. **Conditions Precedent.** The following conditions precedent shall be satisfied prior to the City's obligation to reimburse the Developer for the Infrastructure Improvements:

- A. The Developer has made investment for taxable improvements totaling at least \$10,000,000.00 on or before December 31, 2027; and
- B. The Developer has completed the Road Improvements to International Drive pursuant to the Approved Plans; and
- C. The Developer has paid in full its ad valorem taxes to the City for the tax year that the payment is due and owing; and
- D. The City has received written receipt of Developer's taxes being paid in full to the City for the tax year due and owing; and
- E. The City issued written approval of the Developer's construction of the Road Improvements to International Drive; and
- F. The Company has certified these conditions through written notice to the City as required in Exhibit A each calendar year that a payment from the City is due.

2. **Payment.** Once the conditions precedent has been satisfied each year that the payment is due, the City shall make the reimbursement payments to the Developer as follows:

A. During the first tax year after the payment is due, City shall pay Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) to Developer; and

B. During the second tax year after the payment is due, City shall pay Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) to Developer.

3. **Maximum Payment.** In no event shall the City be required to pay over One Hundred and Fifty Thousand and 00/100 Dollars (\$150,000.00), or Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) each tax year.

4. **No Obligation to Pay.** In no event shall the City be required to make any payments contemplated herein if the Developer has not satisfied the Conditions Precedent.

ARTICLE IV

PUBLIC BIDDING REQUIREMENTS

- I. Both Parties acknowledge that under N.C. General Statutes §143-131 the construction work for the Infrastructure Improvements to International Drive, combined with the City's contribution of \$150,000.00 to reimburse for repairs to International Drive, are expected to require the Developer to use informal competitive bidding methods set forth in Article 8 of Chapter 143 of the North Carolina General Statutes.
- II. **Minority Participation.** The Developer shall solicit minority participation in the construction of the Infrastructure Improvements to International Road, and shall maintain a record of contractors solicited and shall document efforts to recruit minority business participation in contracts. These records shall be reported to the Department of Administration Office for Historically Underutilized

Business upon completion of the project. This shall not be misconstrued as to require formal advertisement of bids.

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 Road Improvements to the City, and to ensure that any and all required regulatory approvals for the Reimbursable Project are in place before beginning construction in conformance with the initial design attached as Exhibit B. If the Developer does not design or construct the Road Improvements pursuant to plans and specifications approved by the City, then the City shall not be responsible for any Reimbursement Payments contemplated in Article III.
- 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: Ron Smith, City Manager
227 South Center Street
Statesville, NC 28677
P. (704) 878.3550
F. (704) 878.3514
Email: rsmith@statesvillenc.net

To the Developer:

CIP Crossroads LLC
Attn: Edward E. Hull, Manager
1111 Metropolitan Avenue
Suite 700
Charlotte, NC 28204

- IV. 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 three (3) years from the date of the execution of this Agreement. Any reimbursements earned but not requested by the Developer at the expiration of this three (3) 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-defaulting 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 Developer shall obtain all easements at its own expense, and the City shall have no obligation to incur such costs.
- XII. Assignment.** This Agreement may not be assigned by the Developer, without the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the Developer may assign its rights under this Agreement, without such consent, to an affiliate of Developer that is formed to acquire and develop the Developer Property. The obligations under this Agreement would be binding upon any possible successors and/or assigns of the Developer regardless of whether the City consented to such assignment.
- 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.
- XV. Approval.** This Agreement does not guarantee any specific approvals of any proposed annexation, rezoning, or other administrative reviews or requests.
- XVI. Exhibit List.** The following exhibits are hereby incorporated by reference:
- a. Exhibit A: Certificate of Eligibility
 - b. Exhibit B: Preliminary Design Plans
- 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).
- 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.

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

This ____ day of _____, 20____

THE CITY OF STATESVILLE

BY: _____ (SEAL)
Constantine H. Kutteh, Mayor

ATTEST: _____
Emily Kurfees, Clerk of Statesville

NORTH CAROLINA

IREDELL COUNTY

I, _____, 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 ____ day of _____, 20____.

Notary Public
My Commission Expires: _____ (SEAL)

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

BY: _____
Chief Financial Officer

CIP Crossroads LLC

BY: _____
Sign

BY: _____
[PRINT NAME, TITLE]

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for County and State of _____, do certify that Edward E. Hull, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Company, in his capacity as Manager, of CIP Crossroads LLC, a Delaware corporation.

WITNESS my hand and official stamp or seal, this ____ day of _____, 20____.

Notary Public
My Commission Expires: _____

(SEAL)

EXHIBIT A

TO: CITY OF STATESVILLE

This Certificate is delivered pursuant to Article II and III of the Reimbursement Agreement (the "Agreement"), dated _____, 20____, between the City of Statesville, NC and CIP Crossroads LLC (the "Company"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

I, Edward E. Hull, do hereby certify, for and on behalf of Company that:

- a. The Company made investments for taxable Infrastructure Improvements totaling at least [\$_____] on or before December 31, 20__ in accordance with Section 5 of the Agreement;
- b. The Company has paid in full its ad valorem taxes to the City for tax year _____;
- c. The Developer has completed the Infrastructure Improvements to International Drive pursuant to the Approved Plans.
- d. The Developer received from the City a written approval of the final construction work related to the Infrastructure Improvements.
- f. The Company has attached receipt of its taxes paid in full to the City for the tax year due and owing.

Dated at _____, North Carolina, this the _____ day of _____, 20_____.

By: _____
Edward E. Hull, Sign

Printed Name:

Title: Manager

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Kirkendall, Senior Planner
DATE: 10/10/2025 8:06 AM

ACTION NEEDED ON: October 20, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing and consider passing a first reading of an ordinance to annex AX25-05 407 and 417 Central Avenue.

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:

N/A

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

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

Strategic Plan Values: N/A

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 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 approving this annexation.

8. Next Steps:

If approved, the second reading will be November 3, 2025 and the annexation will become effective November 30, 2025.

9. Attachments:

1. Packet Maps AX25-05 407 417 Central Drive
2. Ordinance_Annexation_AX25-05 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



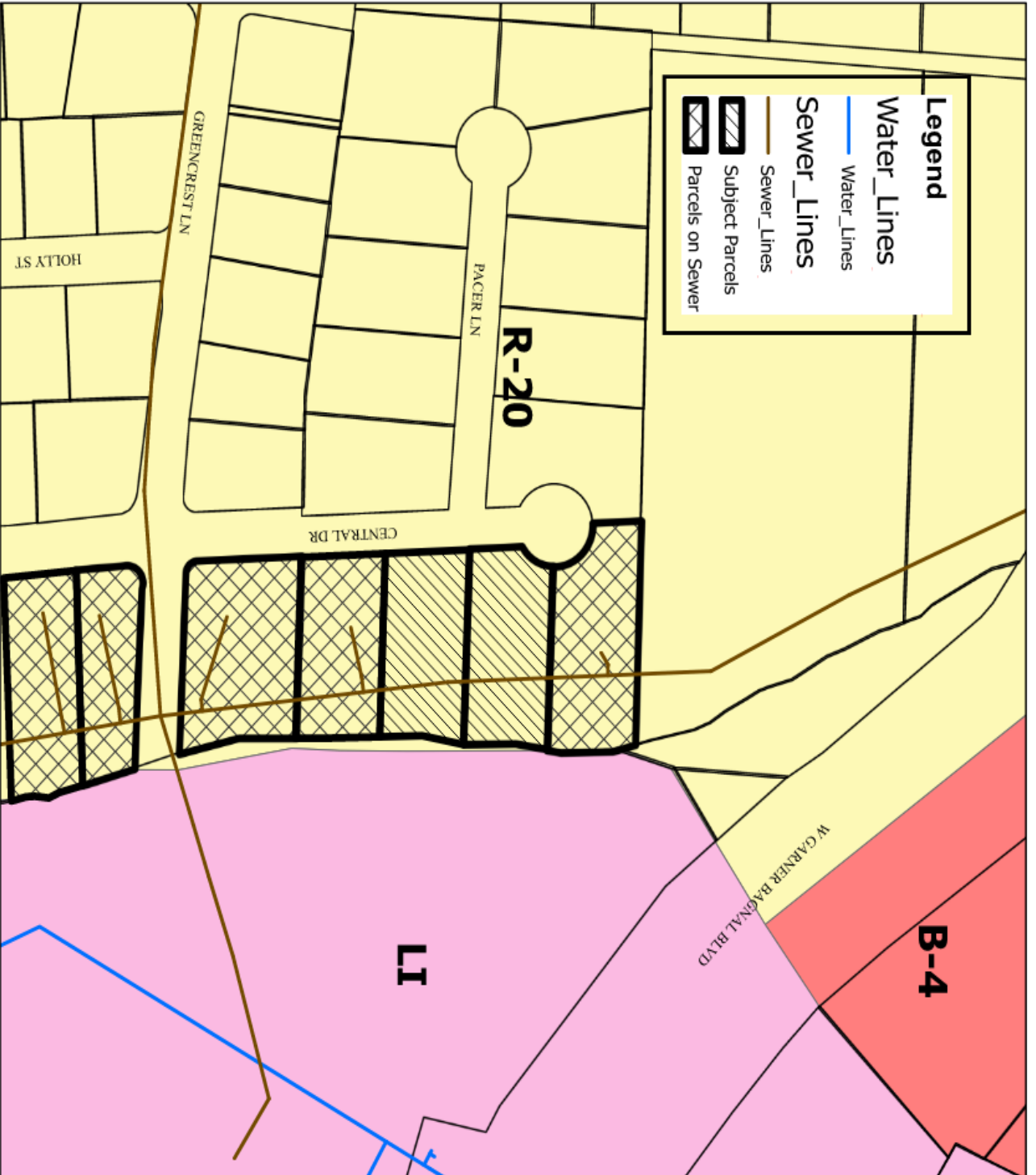
Site Photo – AX25-05 407 and 417 Central Drive

**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



ORDINANCE NO. _____

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

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

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 20th day of October 2025 after due notice by publication on the 9th day of October 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 November 30, 2025, at 11:59 p.m.

Description

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 2. Upon and after November 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 20th day of October 2025.

AYES:

NAYES:

The second and final reading of this ordinance was heard on the 3rd day of November 2025 and upon motion of Councilmember _____, seconded by Councilmember _____, and unanimously carried, was adopted.

AYES:

NAYES:

The Ordinance to be in full force and effect from and after the 30th day of November 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: Matthew Kirkendall, Senior Planner
DATE: 10/10/2025 8:02 AM

ACTION NEEDED ON: October 20, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing and consider passing the first reading of this annexation AX25-09 Statesville Fire Department Station 5, filed by Chief Glenn Kurfees on behalf of the City for the parcel located 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 and 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 property, contingent upon annexation.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: Invest in employee professional development to promote continuous learning and improvement in service delivery.

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:

This property is in the Tier 1 Growth Area of the 2045 Land Development Plan and is 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 parcel is \$921,510 and the estimated value at full buildout is TBD.

5. Consequences for Not Acting:

Without annexation the city could still access water and 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 for approval.

8. Next Steps:

If approved, the second reading will be November 3, 2025 and the annexation will become effective November 30, 2025.

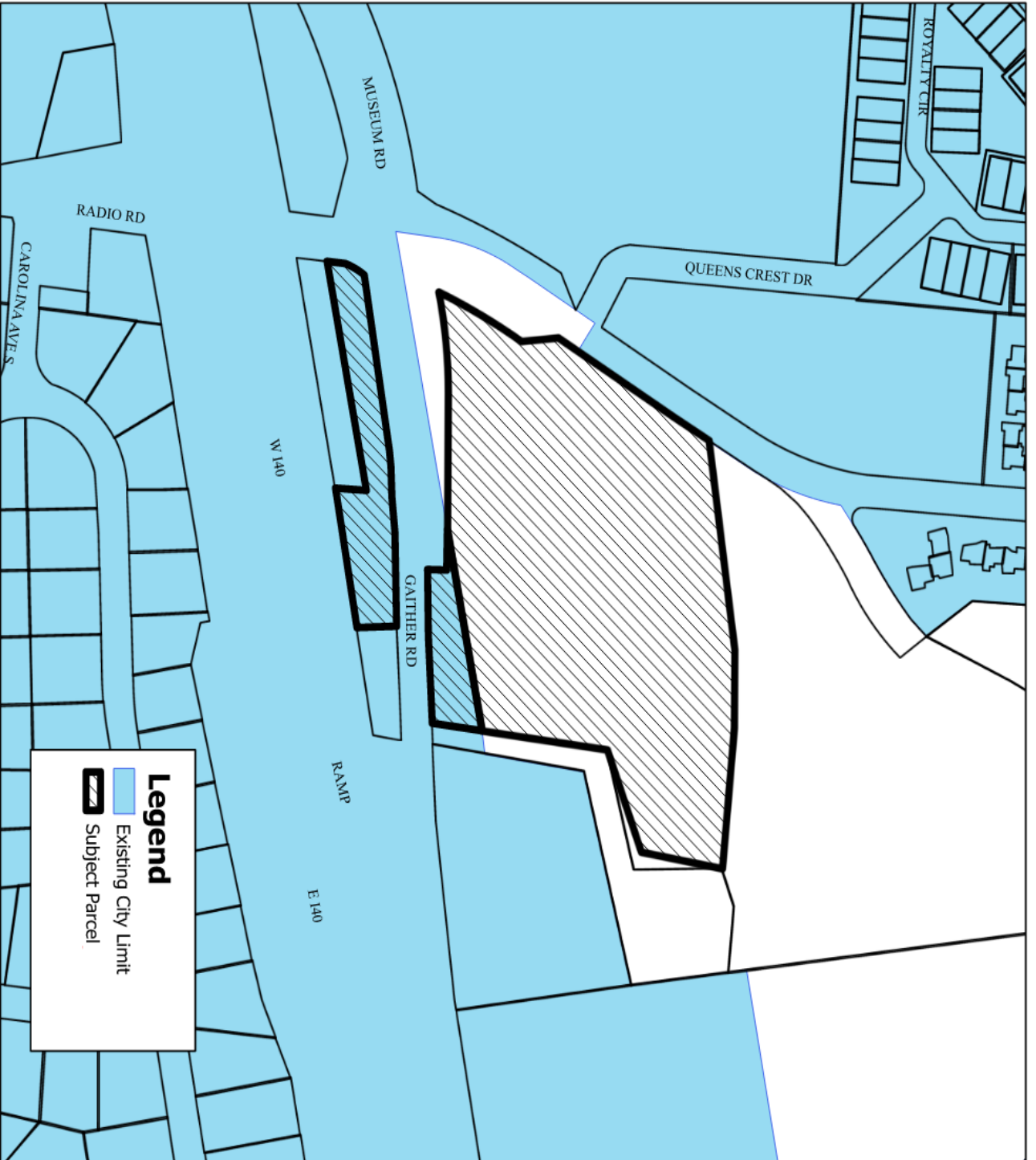
9. Attachments:

1. Packet Maps
2. Ordinance_Annexation_AX25-09 SFD Station

City of Statesville Planning Department

AX25-09 Statesville Fire
Station 5

533 Gaither Road
4745-04-1052





Aerial Photo – AX25-09 Station 5

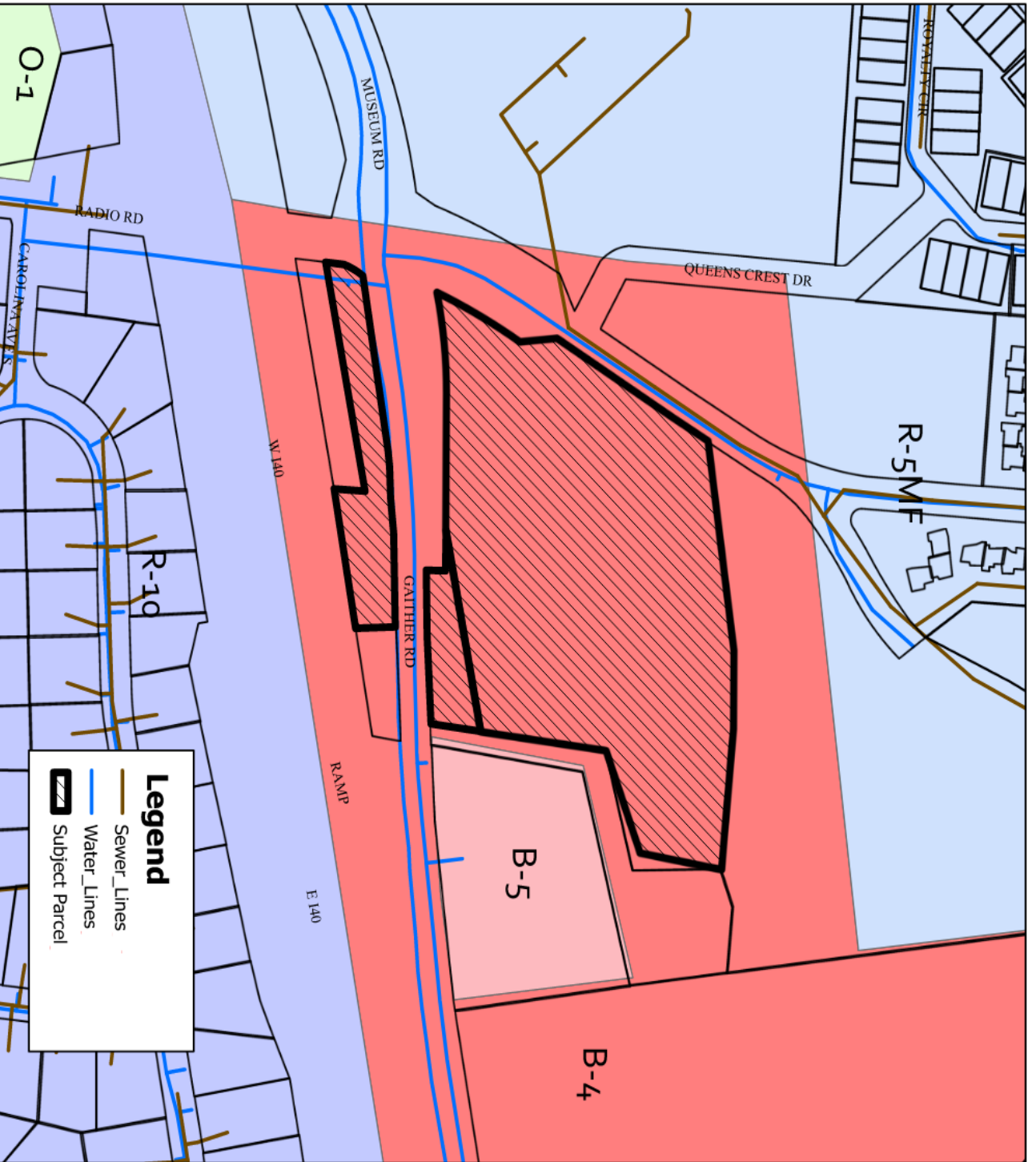


Site Photo – AX25-09 Station 5

City of Statesville Planning Department

AX25-09 Statesville Fire
Station 5

533 Gaither Road
4745-04-1052



ORDINANCE NO. _____

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

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

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 20th day of October 2025 after due notice by publication on the 9th day of October 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 November 30, 2025, at 11:59 p.m.

Description : 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 Regist1y; 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 prope1iy 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.

Section 2. Upon and after October 31, 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 20th day of October, 2025.

AYES:

NAYES:

The second and final reading of this ordinance was heard on the 3rd day of November 2025 and upon motion of Councilmember _____, seconded by Councilmember _____, and unanimously carried, was adopted.

AYES:

NAYES:

The Ordinance to be in full force and effect from and after the 30th day of November 2025 at 11:59 p.m.

City of Statesville

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Kirkendall, Senior Planner
DATE: 10/10/2025 8:04 AM

ACTION NEEDED ON: October 20, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing and consider passing the first reading of this annexation AX25-08 Compass Data Centers, filed by Compass Data Centers for the parcels located along Stamey Farm Road and Hickory Highway.

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). The applicant requests voluntary annexation to utilize City sewer (see current zoning and utilities map).

2. Previous Council or Relevant Actions:

City Council approved the first reading of the conditional rezoning (ZC25-13) at their September 15, 2025 meeting, contingent upon annexation (see Concept Plan).

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 rate with City Council approval.

6. Department Recommendation:

The department recommends passing the first reading of this annexation request.

7. Manager Comments:

Recommend for approval.

8. Next Steps:

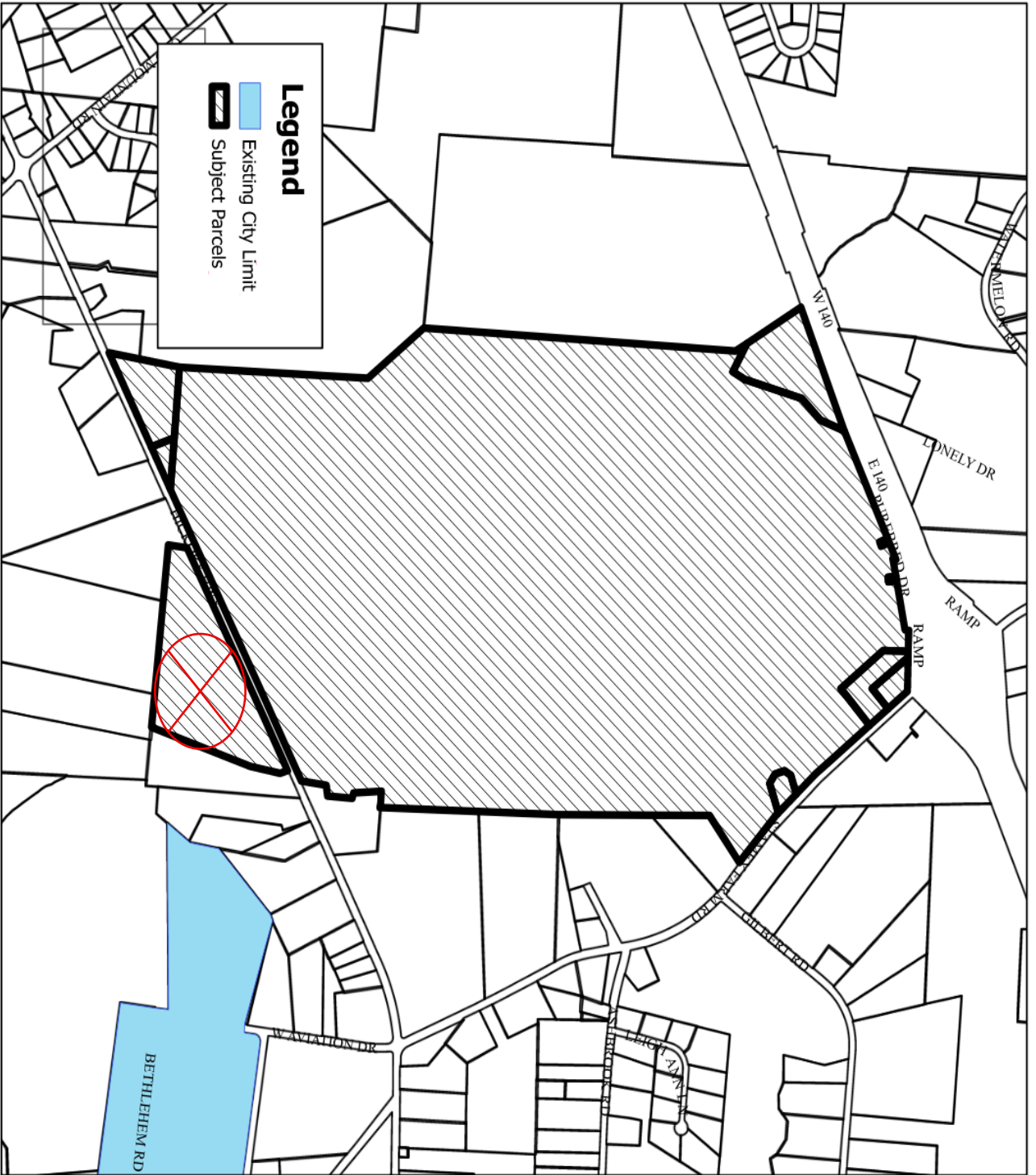
If approved, the second reading will be November 3, 2025 and the annexation will become effective November 30, 2025.

9. Attachments:

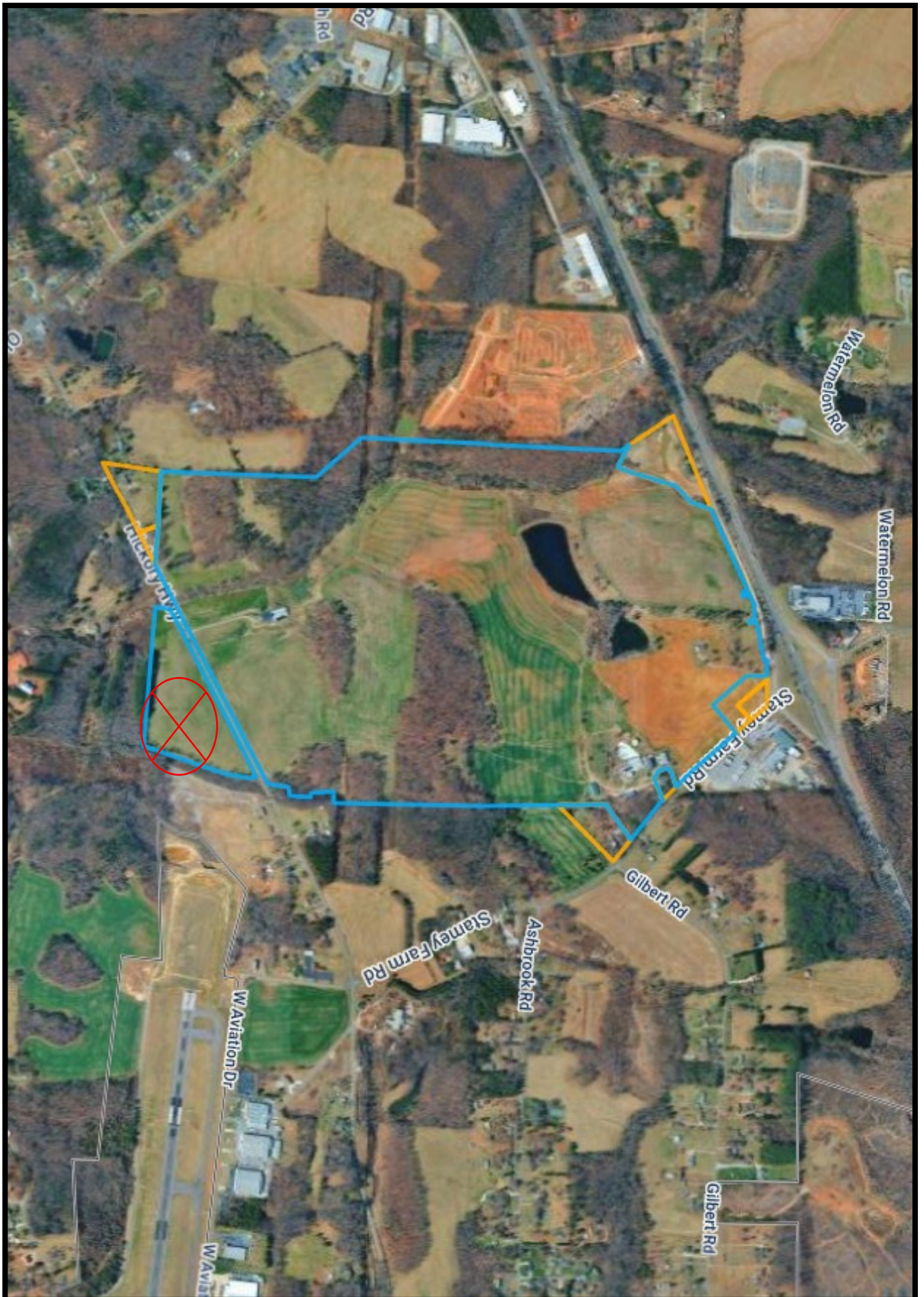
1. Packet Maps AX25-08 Compass Data Centers
2. Concept Plan_2025.08.18 Compass Revised and Boundary Survey
3. Survey Boundary 081925 - signed
4. Ordinance_Annexation_AX25-08 Compass Data Centers

City of Statesville Planning Department

AX25-08 Compass Data Centers
Staney 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



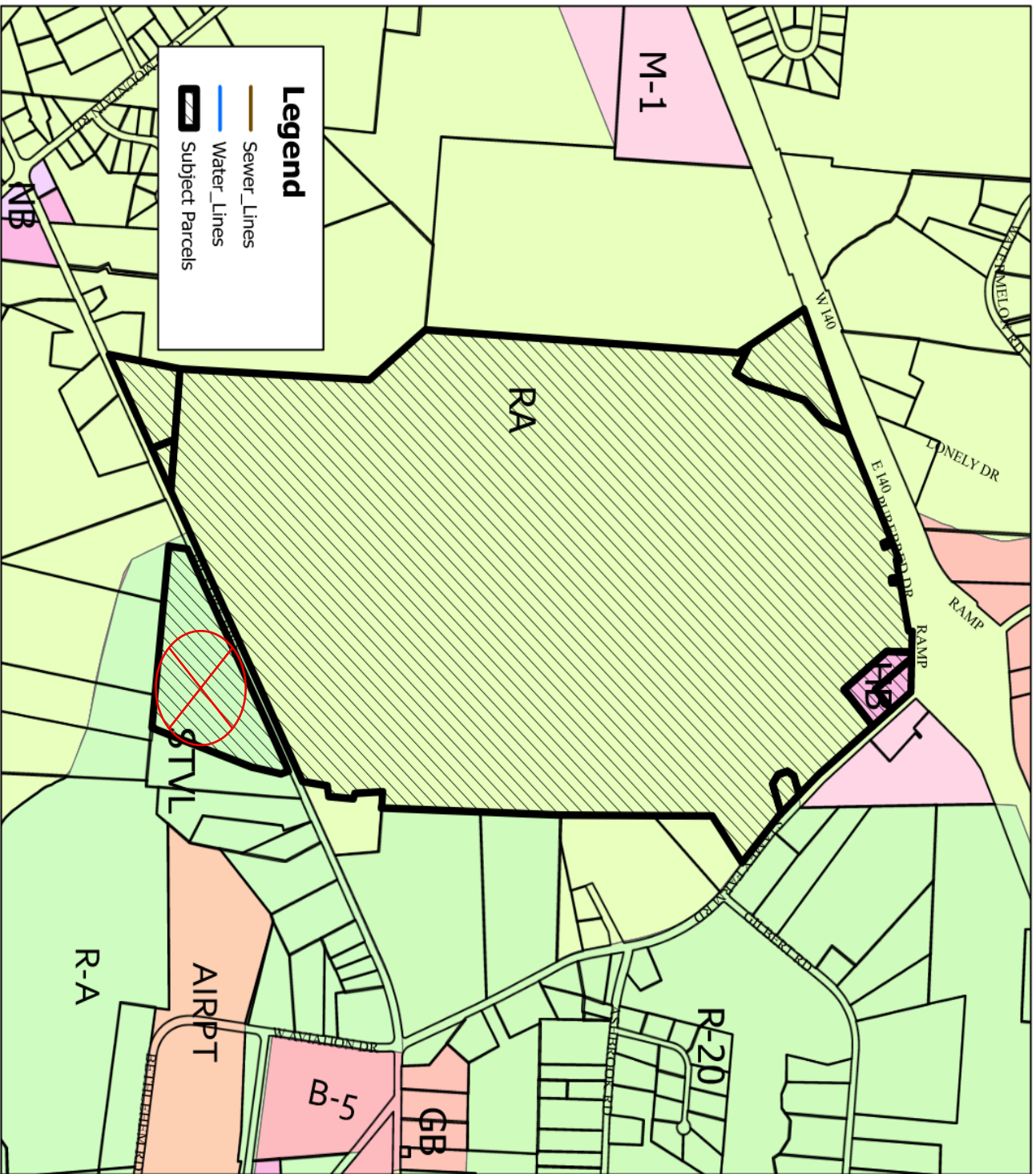
Aerial Photo – AX25-08 Compass Data Centers

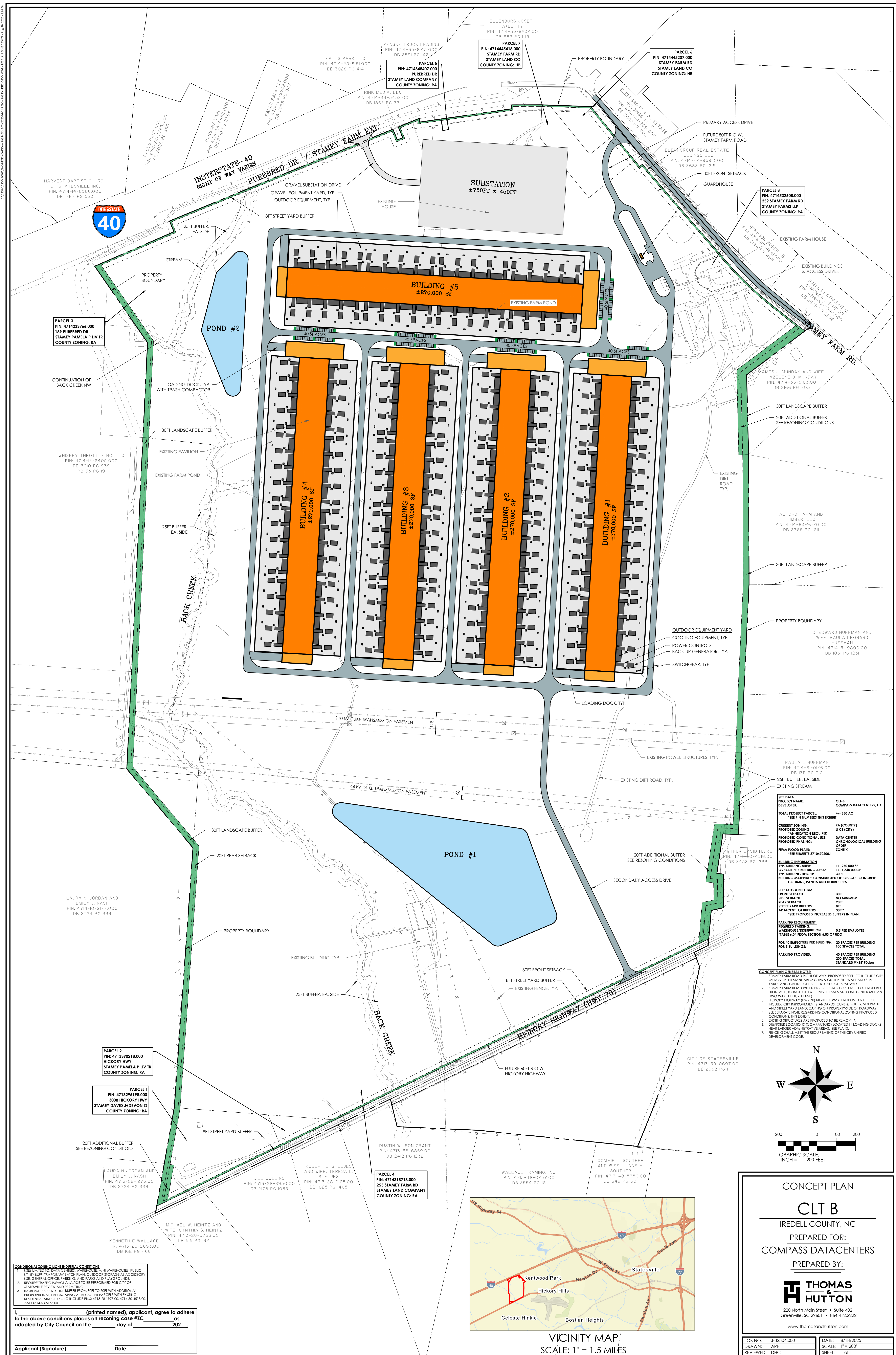


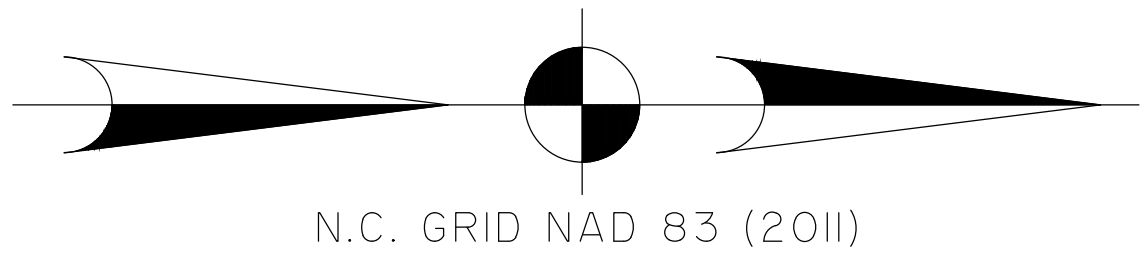
Site Photo – AX25-08 Compass Data Centers

City of Statesville Planning Department

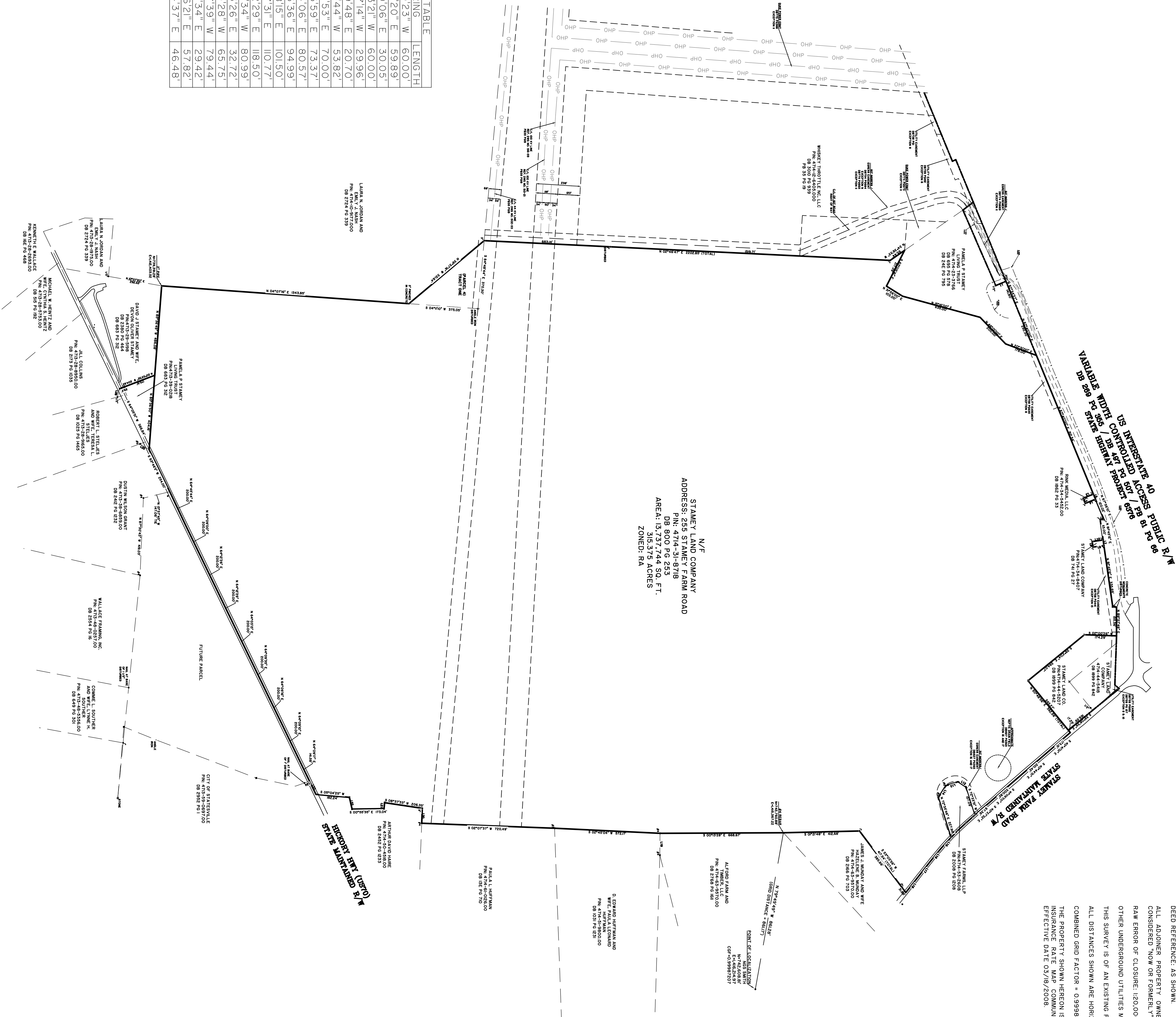
AX25-08 Compass Data Centers
 Stanley Farm Road
 4713-29-5198, 4713-39-0218,
 4714-23-3766, 4714-53-2608,
 4714-34-8407, 4714-44-4518,
 4714-44-5207, and portion of
 4714-31-8718







LINE TABLE		
LINE	BEARING	LENGTH
L1	N 22°30'23" W	60.00'
L2	S 22°18'20" E	59.89'
L3	N 67°50'06" E	30.03'
L4	N 22°23'21" W	60.00'
L5	S 67°37'14" W	29.96'
L11	N 05°39'48" E	20.70'
L12	S 33°19'44" W	53.82'
L13	S 18°09'53" E	70.00'
L14	S 57°24'59" E	73.37'
L15	S 47°24'06" E	80.57'
L16	S 50°33'36" E	94.99'
L17	S 51°48'15" E	101.50'
L18	S 51°47'31" E	110.77'
L19	S 89°32'29" E	118.50'
L20	N 87°41'34" W	80.99'
L21	S 83°25'26" E	32.72'
L22	S 77°29'28" W	65.75'
L23	S 64°07'39" W	79.44'
L24	S 19°46'34" E	29.42'
L25	N 32°46'21" E	57.82'
L26	S 75°24'37" E	46.48'



A NORTH CAROLINA GEODETIC MONUMENT WAS FOUND WITHIN 200' AND TIED TO AS SHOWN. GRID POSITIONS WERE DETERMINED USING A CARLSON BRXT GNSS GPS RECEIVER UTILIZING THE NORTH CAROLINA GEODETIC SURVEY VRS NETWORK. ALL COORDINATES AND BEARING SHOWN ARE BASED ON NAD 83/2011.

AREAS COMPUTED USING COORDINATE GEOMETRY.

DEED REFERENCE: AS SHOWN.

ALL ADDONER PROPERTY OWNER INFORMATION IS TAKEN FROM CURRENT DEEDS AND TAX RECORDS AND ARE CONSIDERED NOW OR FORMERLY.

RAW ERROR OF CLOSURE: 1:20,000. BOUNDARY TRAVERSE WAS ADJUSTED USING THE LEAST SQUARES METHOD.

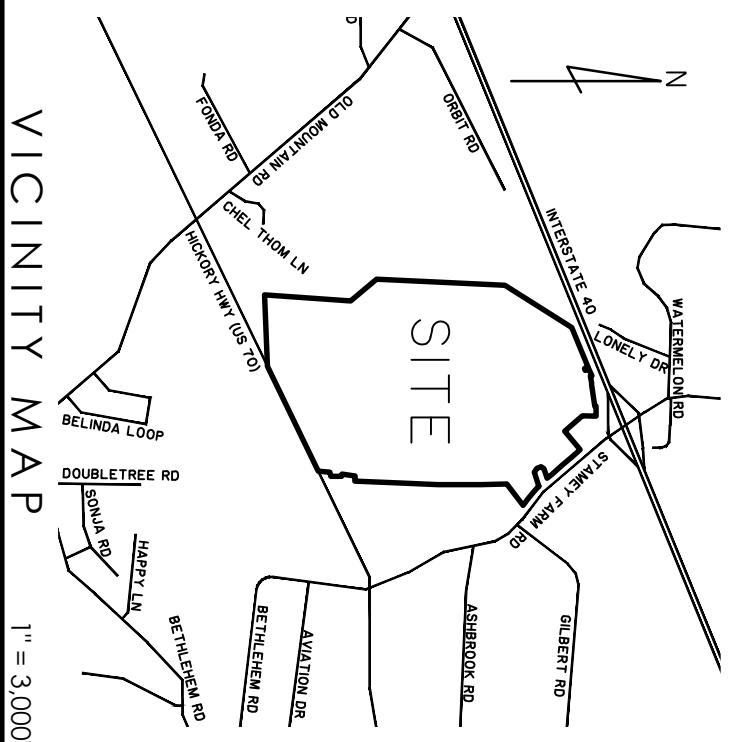
OTHER UNDERGROUND UTILITIES MAY EXIST BUT THEIR LOCATIONS ARE NOT KNOWN.

THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND.

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.

COMBINED GRID FACTOR = 0.99987207

THE PROPERTY SHOWN HEREON IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NOS. 3704704001, EFFECTIVE DATE 03/18/2018 AND 370470200K EFFECTIVE DATE 03/18/2008.



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ANTHONY S. DIBONA, P.L.S.
LICENSE NO. L-3987

DATE

I, ANTHONY S. DIBONA, CERTIFY THAT ON THE 10TH DAY OF AUGUST 2025, I WAS THE SURVEYOR IN CHARGE OF THE SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT AND THAT THE BOUNDARY LINES AND IMPROVEMENTS, IF ANY, ARE THE RESULT OF MY OWN SURVEYING AND ARE IN ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA, BOARD RULE 1600 (21 NCAC 56) AND THE ERROR OF CLOSURE FOR THIS PARCEL DOES NOT EXCEED ONE HUNDRED (100) FEET PER MILE (1609.34 METERS) OR NOR 20 SECONDS TIMES THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

ANTHONY S. DIBONA, N.C. PROFESSIONAL LAND SURVEYOR
LICENSE NO. L-3987

BOUNDARY SURVEY

for:
255 STAMEY FARM ROAD
PIN # 471-431-8718

prepared for
STAMEY LAND COMPANY

STATESVILLE, SHILOH TOWNSHIP,
IREDELL COUNTY, NORTH CAROLINA

No.	Revision	By	Date

THOMAS & HUTTON

1020 Euclid Avenue
Charlotte, NC 28203 • 980.201.5505
www.thomasandhutton.com

1 INCH = 300 FEET

RD# drawn revised field
08/19/25 ASD DC MAR 25 SW/NO

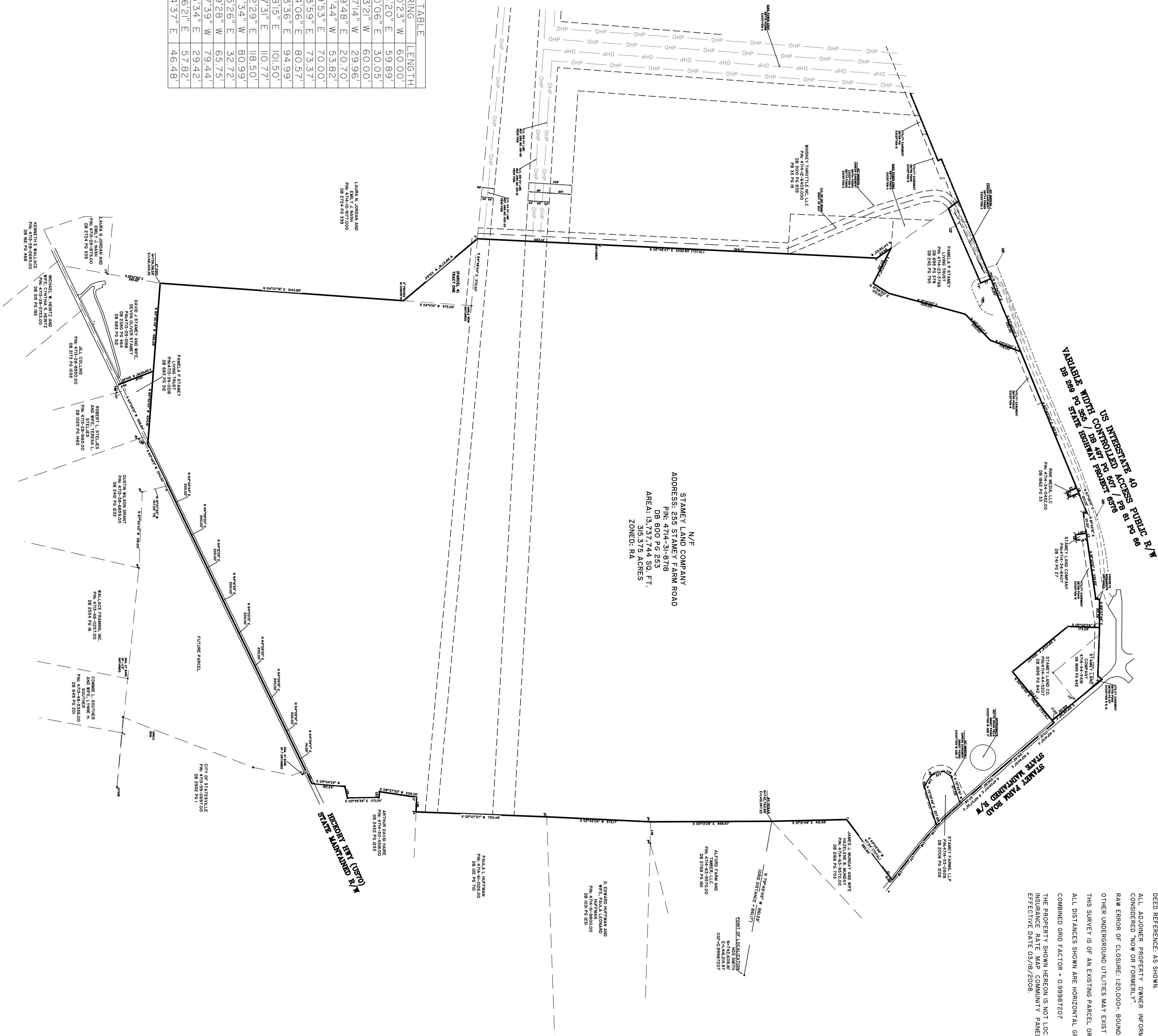
Job 329040001

SHEET 1 OF 1

LINE	BEARING	LENGTH
L1	N 22°03.2' W	60.00
L2	S 22°18'20" E	59.89
L3	N 67°50'06" E	30.05
L4	N 22°23.2' E	60.00
L5	S 67°31.4' W	29.96
L6	N 05°39.48' E	20.70
L7	S 33°19.94' W	53.82
L8	S 18°09.53' E	70.00
L9	S 57°24.3' E	73.37
L10	S 47°24.05' E	80.57
L11	S 50°33.35' E	94.99
L12	S 51°28.15' E	100.50
L13	S 51°17.33' E	101.77
L14	S 68°32.29' E	118.50
L15	N 69°14.34' W	80.99
L16	S 77°26.26' E	32.72
L17	S 75°29.28' W	65.75
L18	S 19°47.33' W	79.44
L19	S 64°46.34' E	29.42
L20	S 52°46.21' E	57.82
L21	S 75°24.37' E	46.48

LEGEND

- REBAR FOUND (SIZE NOTED)
- IRON PIPE FOUND (SIZE NOTED)
- CONCRETE MONUMENT
- ⚙ AXLE
- △ MAIL
- ⊕ COMPUTED POINT
- X — FENCE
- OHP — OVERHEAD UTILITY LINES



A NORTH CAROLINA COLONIAL MONUMENT WAS FOUND WITHIN 200' AND TIED TO AS SHOWN GRID POSITIONS WERE DETERMINED USING A CARLSON BRX7 GNSS GPS RECEIVER UTILIZING THE NORTH CAROLINA GEODETIC SURVEY VRS NETWORK. ALL COORDINATES AND BEARING SHOWN ARE BASED ON NAD 83/2011.

AREAS COMPUTED USING COO

DEED REFERENCE: AS SHOWN

ALL ADJOINER PROPERTY OWNER INFORMATION IS TAKEN FROM CURRENT DEEDS AND TAX RECORDS AND ARE CONSIDERED "NOW OR FORMERLY".

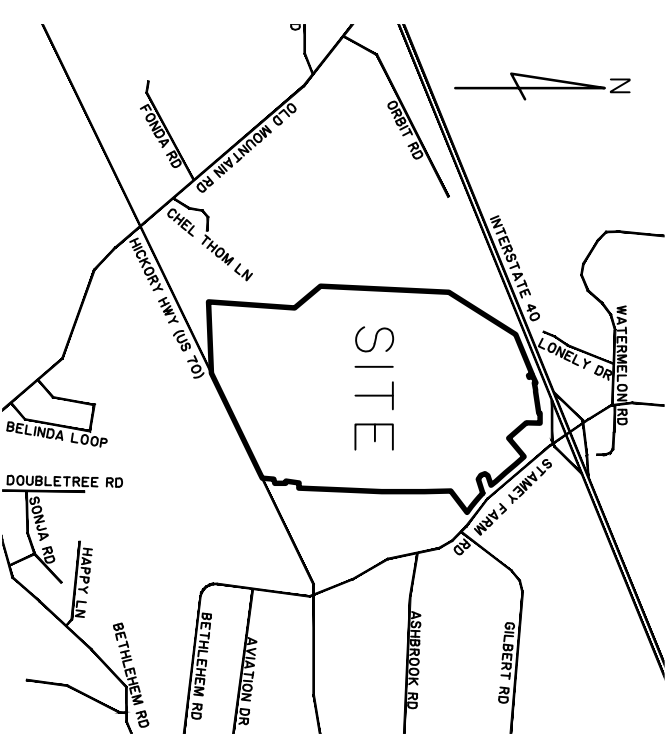
RAW ERROR OF CLOSURE: 1:20,000+. BOUNDARY TRAVERSE WAS ADJUSTED USING THE LEAST SQUARES METHOD

OTHER UNDERGROUND UTILITIES MAY EXIST BUT THEIR LOCATIONS ARE NOT KNOWN

THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND
ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES

COMBINED GRID FACTOR = 0.99987207

THE PROPERTY SHOWN HEREON IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAP COMMUNITY PANEL NOS. 3710470400J, EFFECTIVE DATE 03/18/2008 AND 3710470200H, EFFECTIVE DATE 03/18/2008.



VICINITY MAP 1"=3,000'

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1. ANTHONY S. DIBONA, CERTIFY THAT, ON THE 10TH DAY OF MARCH, 2023, AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES AND IMPROVEMENTS, IF ANY, ARE IN ACCORDANCE WITH THE SURVEYING STANDARDS AND THE MINIMUM STANDARDS OF PRACTICE FOR SURVEYING IN THE NORTH CAROLINA BOARD RULE 660 (1.21 NCCG 56.1) AND THE ERROR OF CLOSURE FOR THIS PARCEL, DOES NOT EXCEED ONE (1) FOOT PER 10,000 LINEAR FEET OF PERIMETER SURVEYED. NOR 20 SECONDS TIMES THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

DATE

THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

ANTHONY S. DIBONA, N.C. PROFESSIONAL LAND SURVEYOR
LICENSE NO. L-3967

BOUNDARY SURVEY

for:
255 STAMEY FARM ROAD
PIN # 471 4-31-8718

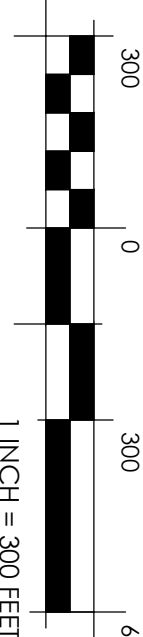
prepared for
STAMEY LAND COMPANY

STATESVILLE, SHILOH TOWNSHIP,
IREDELL COUNTY, NORTH CAROLINA

No	Revision	By	Date

**THOMAS
&
HUTTON**

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plot	drown	reviewed	field	crew
08/19/25	ASD	DC	MAR 25	SW/NO

ORDINANCE NO. _____

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

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

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

WHEREAS, 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 20th day of October 2025 after due notice by publication on the 9th day of October 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-58.1, the following described contiguous territory is hereby annexed and made part of the City of Statesville, as of November 30, 2025, at 11:59 p.m.

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.

Section 2. Upon and after November 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-58.1.

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 20th day of October 2025.

AYES:

NAYES:

The second and final reading of this ordinance was heard on the 3rd day of November 2025 and upon motion of Councilmember _____, seconded by Councilmember _____, and unanimously carried, was adopted.

AYES:

NAYES:

The Ordinance to be in full force and effect from and after the 30th day of November 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: Herman Caulder, Assistant Planning Director
DATE: 10/10/2025 7:55 AM

ACTION NEEDED ON: October 20, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing and consider passing the first reading of Rezoning Request ZC25-04 Hill Haven; properties located at the intersection of Shelton Avenue and Hill Haven Road to rezone from Iredell County R-20 District, HB CUD District and NB District to R-8 CZ (Medium Density Single-Family Residential Conditional Zoning) District, to provide a proposed 385 lot single family development known as Hill Haven.

1. Summary of Information:

Mr. Robert Williamsen (applicant) is requesting to rezone a total of 147.28 acres (11 parcels) from Iredell County R-20 (Rural Residential) District, Iredell County HB CUD (Highway Business Conditional Use) District and Iredell County NB (Neighborhood Business) District to R-8 CZ (Medium Density Single-Family Residential Conditional Zoning) District, to provide a proposed 385 lot single family development known as Hill Haven, utilizing the Cluster Subdivision development pattern (see attached Location Map, Aerial Map, Site Photos, and Current Zoning and Utilities Map).

Evaluation

The proposed project site is approximately 147.28 acres located in the Southern section of the city at the intersection of Hill Haven Road and Highway 21 (Shelton Avenue). All these parcels are located a little over one half mile outside the contiguous city limits and would need to be annexed. The intent of this conditional zoning request is to amend the zoning to allow a 385-lot residential development (see Concept Plan).

This is a Conditional Zoning request; if approved, the project will be tied to the concept plan and conditions submitted by the applicant, plus any conditions approved by the Planning Board and City Council. The neighborhood input meeting was held by the applicant on March 26, 2025; the meeting had 6 participants, with questions generally being about density, traffic, property line buffers, lot size, and price range. Questions were answered (see attached Hill Haven Meeting Report).

The base R-8 District allows for a minimum of 8,000 s.f. lots (at a maximum single-family density of approximately five dwelling units per acre); with a minimum of 70 feet in lot width at the front setback line, minimum 25' front yard, 25' rear yard and 8' side yard setbacks and 35' maximum height. The development must have a minimum of 10% active open space (minimum 14.72 acres for the proposed project). They will be using an existing building as their clubhouse and build a pool beside it.

However, the purpose of the Cluster Subdivision development pattern (as outlined in Section 7.01 of

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

The project is required to provide Type A (8') street yards along all streets and Type C (15') vegetative buffers on all sides. As a condition, the developer will create an enhanced tree buffer along the sides that abut Hill Haven Road and Wallace Springs Road in an effort to screen the backs of houses from street view.

There are 6 entrances off of Hill Haven Road and one off of Highway 21 (Shelton Avenue). At least two entrances are required to be completed when the 100th home is built. There will also be sidewalks, curbs, and gutters as well as street trees along both sides of all streets. Driveway and road improvements agreed to by the City and NCDOT per the Traffic Impact Analysis will be required by the developer at time of site plan approval. The project will be required to provide driveway and road improvements agreed to by the City and NCDOT. In addition, there will be walking trails on site, which will be 5' in width and maintained by the HOA. Finally, the Planning Board decided not to recommend an entrance off Wallace Springs Road instead of a cul-de-sac at the Northern quadrant of the development as recommended by the Planning Department. The UDO says that interconnections "should" be made when possible, but does not say "shall". Public participants complained that car lights would shine in their front door all night, and that it was not needed since they already had 6 entrances. The Planning Director and City Engineer would like to see the connection.

The subject property is located within the Tier 2 Growth Area as depicted on the Tiered Growth Map. In addition, the 2045 Land Development Plan classifies this site as a Complete Neighborhood 2 and Activity Corridor (see attachment). Water, sewer, and Power will be provided by City of Statesville.

2. Previous Council or Relevant Actions:

The Planning Board voted to recommend approval contingent upon annexation and the conditions.

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 proposed subdivision is in a Tier 2 Growth Area, within a 4 minute fire response time, and utilities are in the area. The developer has agreed to extend sewer lines to the property, thereby expanding our collection system and customer base. In addition, this subdivision will provide a diversity of housing choices in the South Statesville area, which will provide fresh, new development for the area.

4. Budget/Funding Implications:

The tax value once completed will be around \$1.4 billion. Furthermore the development data sheet shows this as a cash positive development for annexation purposes.

5. Consequences for Not Acting:

The property will remain zoned Iredell County R-20, which would allow homes to be built on half acre lots under County jurisdiction.

6. Department Recommendation:

This property is in a Tier 2 Growth area and meets the definition of Complete Neighborhood 2 but does not meet definition of Activity Corridor in the 2045 Land Development Plan. However, since the proposed subdivision does match the surrounding area, which is mainly residential, and the topography of the area near the highway is very challenging, an amendment to the 2045 Land Development Plan is acceptable. Utility services are available to the site, and it is within a 4 minute response time for the Fire Department.

Therefore, staff recommends approval of the rezoning contingent upon annexation and the attached conditions.

Conditions:

1. Provide a range of units for a minimum of 350 to a maximum of 405 units.
2. Dedicate 45' ROW from Centerline along Shelton Avenue (Carolina Thread Trail)
3. Dedicate 45' ROW from Centerline along Hill Haven Road.
4. Driveway and road improvements agreed to by the City and NCDOT per the Traffic Impact Analysis will be required by the developer at time of site plan approval. Provide traffic calming measures along internal streets (to be determined by City Engineer during TRC review).
5. Use a mixture of at least 2 building materials on the front of homes.
6. Installation of Verkada Cameras at entrances by Statesville Police Department (developer agreed).
7. Provide enhanced landscaped entrances into the subdivision. This entails a larger number of flowers, bushes, etc. at the entrances, usually around a monument "entrance" sign to the development.
8. Shield the back of houses with enhanced (more and larger), tree landscaping along Hill Haven Road, Shelton Avenue, and Wallace Springs Road.
9. Provide larger lots along perimeter. There will be 3 lot sizes in this development: 50' wide, 56' wide, and 60' wide. A typical "cluster" subdivision calls for larger lots around the perimeter.

7. Manager Comments:

Concur with the department recommendation.

8. Next Steps:

If approved, the second reading would be on November 3, 2025.

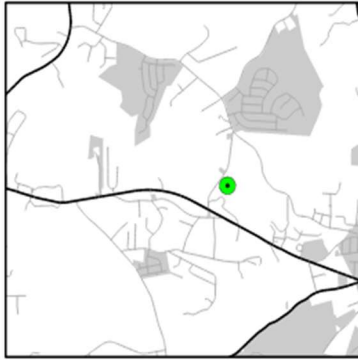
9. Attachments:

1. PacketMaps
2. Concept Plan Hill Haven Pg. 1
3. Renderings - Hill Haven
4. Land Development Plan Character Intent
5. Development Data Sheet - Hill Haven
6. Ordinance and Consistency CC Hill Haven

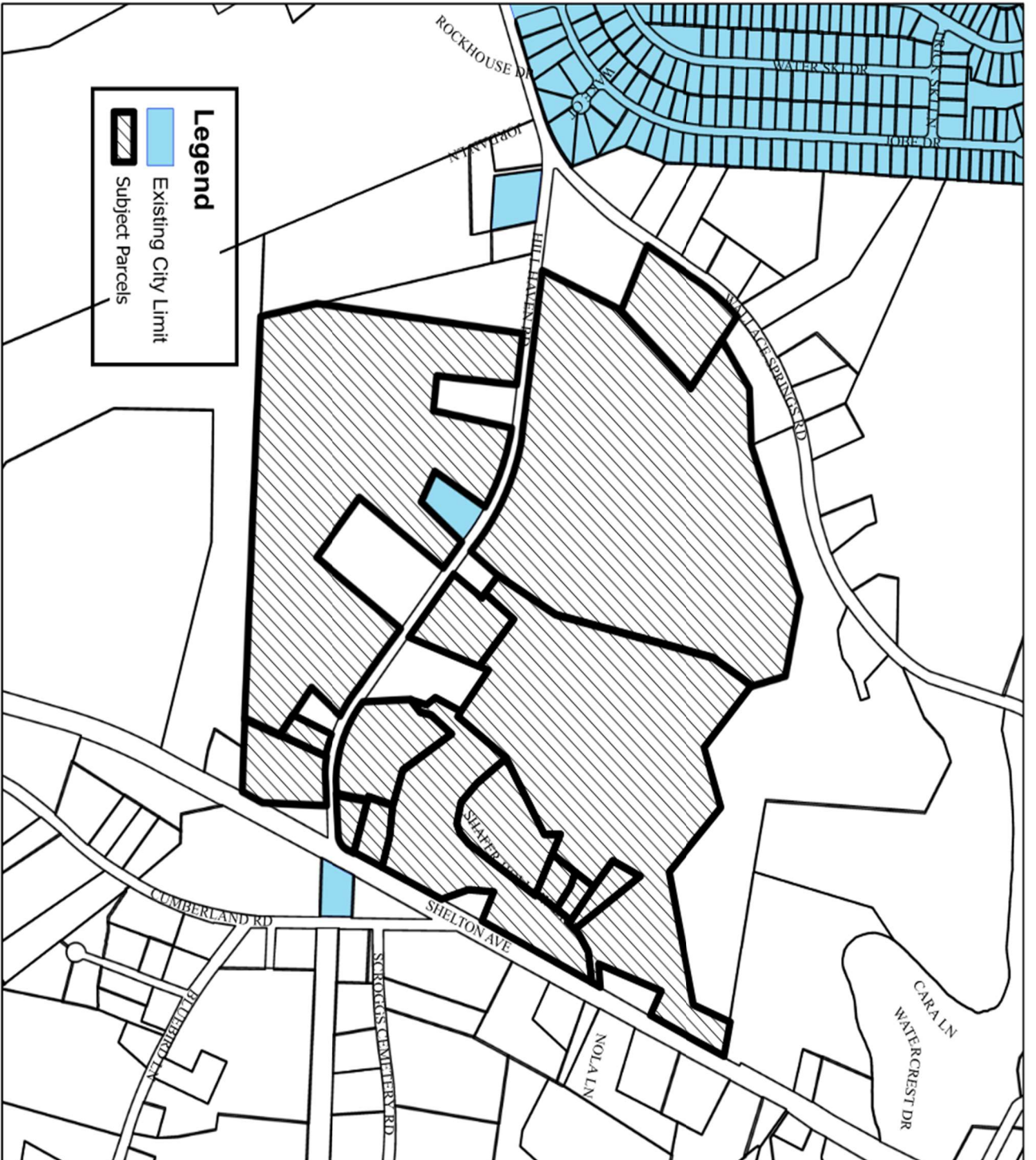
City of Statesville Planning Department

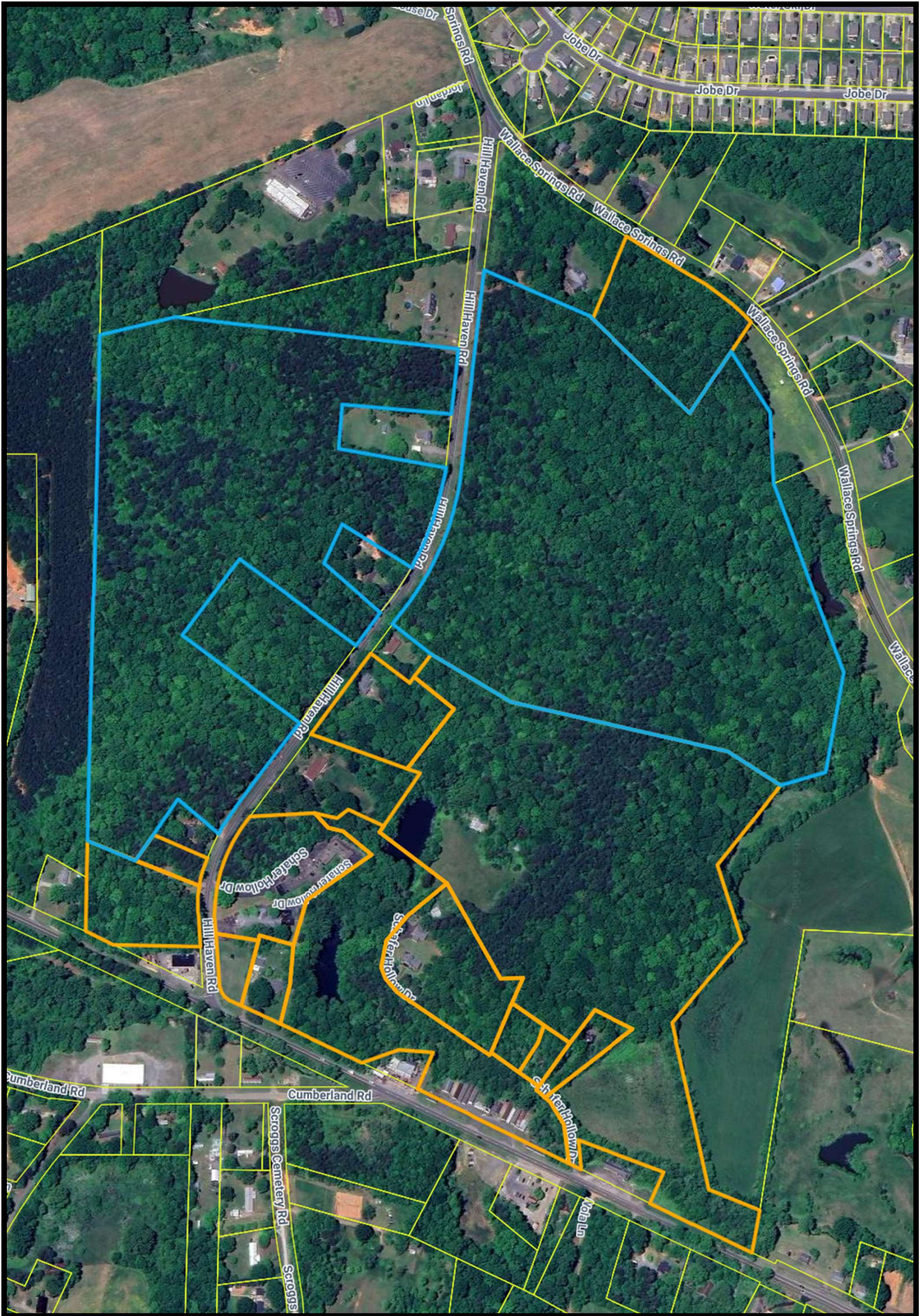
ZC25-04 Hill Haven

4733-52-0766, 4733-52-8140,
4733-61-2340, 4733-61-5608,
4733-71-0390, 4733-71-4134,
4733-71-4950, 4733-71-6507,
4733-72-0499, 4733-70-1799,
4733-70-0921, 4733-72-7358,
4733-72-7106 and
4733-72-7265



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







ZC25-04 Hill Haven

4733-72-7106 and
4733-72-7265



0
1:18,750



Water_Lines Sewer_Lines

Water_Lines — Sewer_Lines

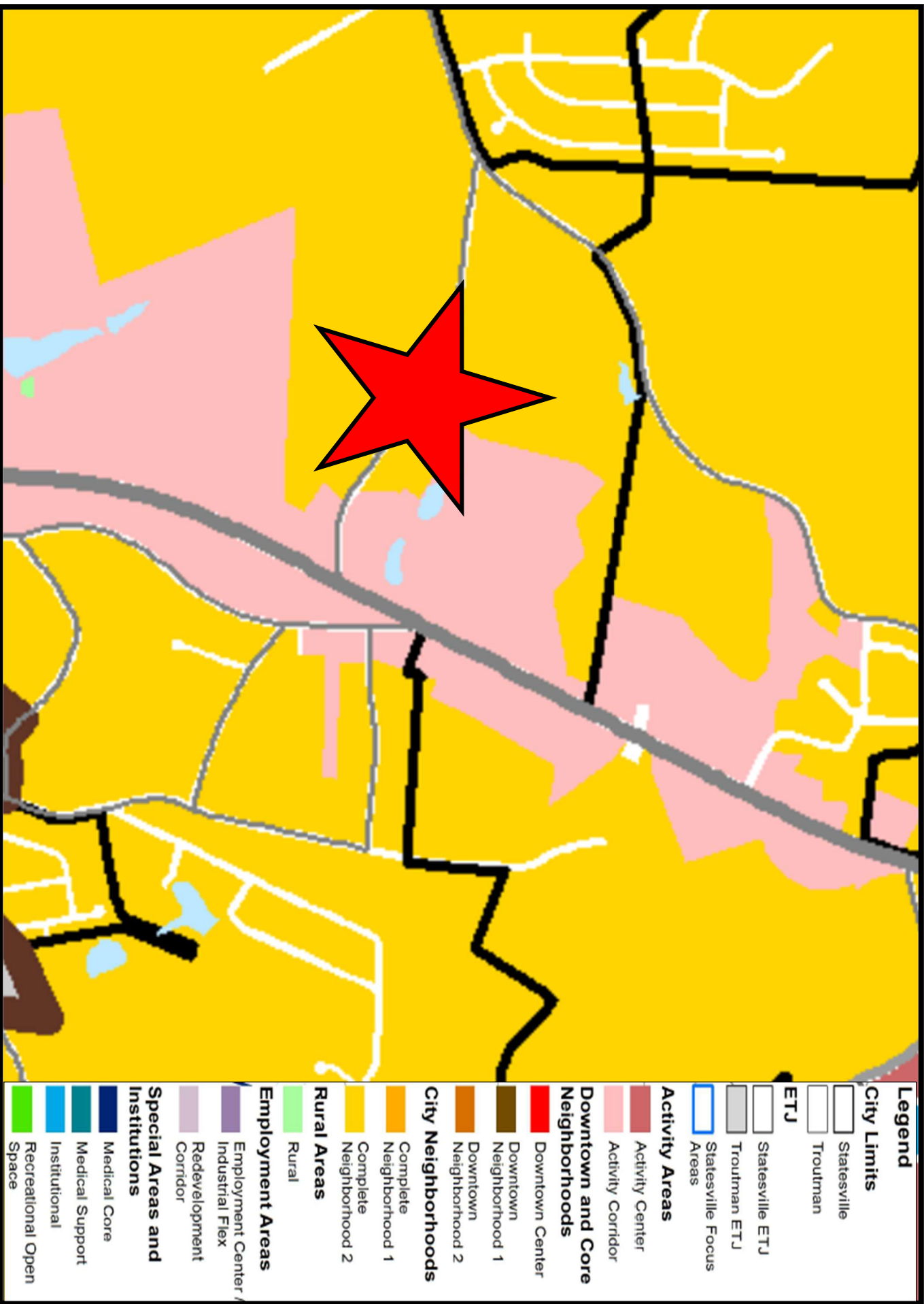
Subject Parcels

ICRA

ICMB

福

R-20



Renderings



Activity Corridor

Character Intent

Activity Corridors provide opportunities for a mix of retail commercial and office uses along several of the city's main commercial corridors. Activity Corridors are opportunities to develop new commercial spaces within strategic focus areas or redevelop existing strip commercial centers that serve as gateways into Statesville. The unifying characteristic of future uses within this area is an attractive frontage toward the primary street and connectivity between adjacent uses through sidewalks or internal walkways. Joint planning of adjacent sites along corridors is recommended to achieve design cohesion, connectivity, and to maximize use of land. Developments should face the primary gateway street and present an attractive facade or landscaping with parking located to the side or rear. Driveways and parking lots should be consolidated with adjacent uses and maximize shared parking opportunities. Residential uses are not preferred for this character area.

Pattern & Form

Mid-length blocks of commercial uses separated by parking or side streets.

Opportunities

Redevelopment of strip commercial centers, new office and commercial space; improved visual quality of city gateway streets, transit supportive designs.

Primary Uses

Retail, restaurants and bars, breweries and distilleries, hotels, entertainment, personal services, and office.

Form Characteristics

Building Height	One to three stories
Building Orientation	Front of buildings oriented to the gateway street, setbacks allow for sidewalks and necessary driveways, 5-30 ft setbacks
Building Types	Large and small footprint office or commercial
Street Character	Arterial and access streets, with pedestrian facilities along the main frontage
Parking Character	Parking to the side or rear of buildings, street parking on side streets as appropriate



Complete Neighborhood 2

Character Intent

Complete Neighborhoods 2 are opportunities for new neighborhoods built using traditional neighborhood designs that provide a mix of residential uses. These neighborhoods are best designed as master planned neighborhoods that use a traditional grid or modified grid network, shorter block lengths, and pedestrian pathways connecting residences to internal and external destinations. Typically, a larger portion of neighborhoods will be dedicated to single-family detached homes. Predominantly single family neighborhoods may be supplemented with a variety of housing type choices (see page 36) and multifamily development, provided that sites are adjacent to commercial centers or nodes that can adequately provide basic retail goods and services, and/or along central thoroughfares that can accommodate the significant traffic impacts associated with the higher density residential development. Supplemental housing type choices and multifamily development may also be appropriate when part of a live-work or mixed-use cluster within a larger planned neighborhood or community, or as a part of a planned effort to build the demand that can bring basic retail goods and services to an area or neighborhood that lacks them where increased services and some multifamily is the goal. Sidewalks, multi-use paths, on-street parking, and narrow street designs prioritize walking and biking through neighborhoods and accommodate connections to adjacent uses. These neighborhoods should also include parks and community open spaces accessible to neighborhood residents and preferably to the public. Pockets of community-serving institutional uses like schools, community centers and churches are also appropriate. Limited use of neighborhood-scale, multistory commercial and office centers is appropriate in this character area when clustered along major thoroughfares and street corners.

Pattern & Form

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

Opportunities

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

Primary Uses

Residential

Secondary Uses

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

Form Characteristics

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



General	Name of Development	Hill Haven
	Project Status	Applying for Rezoning
	Developer Name	Robert Williamsen
Property	Primary PIN	4733-52-8140
	Total Parcels	14
	Project Acreage	147.28
	Proposed Density	2.6 DUA 385 lots
	Density w/o Rezoning	2.1 DUA 320 lots
	Property Street	Hill Haven Rd./Shelton Rd.
Property	Current Use	Undeveloped, 1 SFD
	Current Zoning	Iredell County R-20
	Current Jurisdiction Having Authority	Iredell County
	Proposed Zoning	City of Statesville R-8 CZ
Annual Value at Buildout	Real Property Investment	\$144,375,000
	Anticipated City Tax	\$2,905,185
	Anticipated Sales Tax	\$1,769,386
	Vehicle Taxes	\$237,559
	Operating Expenses	-\$1,824,579
Residential	Total Gross Annual Revenue	\$3,087,552
	Single Family Detached (max)	385
	Single Family Attached (max)	0
	Multifamily	0
	Total New Housing Units	385
Avg. Persons per Household		2.41

	Estimated Population (HH X 2.41)	928
	Estimated School-Age Population	128
Project Phasing	Anticipated Project Commencement	2027
	Anticipated Project Completion	2031
	Year 1	80
	Year 2	85
	Year 3	86
	Year 4	86
	Year 5	86
	Year 6	
	Year 7	
	Year 8	
	Year 9	
	Year 10	
	Year 11	
Commercial	Total Commercial Units	0
	Total Commercial Square Footage	0
Industrial	Total Industrial Units	0
	Total Industrial Square Footage	0
Schools	Local Elementary A	Troutman
	Capacity	118.00%
	Local Elementary B	N/A
	Capacity	N/A

	Local Middle	Troutman
	Local Middle School Capacity	86.40%
	Local High	South Iredell
	Local High School Capacity	110%
	New Public Greenways (mi.)	0.00
	Greenway Connectivity (Y/N)	N
	Open/Park Space (acres)	9.06
	Property Drains To	3rd Creek
	Distance to Nearest Park Space	0.4 mi. (Alex Cooper Park)
Public Safety	Nearest FS	Station 1 (within 4 minutes)
	Distance from Nearest FS	2.5 mi. / 4 minutes
	Police Officers (3 per 1,000 pop.)	1
Public Utilities	Electric Service Territory	CoS
	New SVL Electric Line (mi.)	5.3
	Transformers Required	TBD
	AMI Meters (E) Required	TBD
	Other Electric	N/A
	Water Service Territory	CoS
	AMI Meters (W) Required	385
	New Water Line	TBD
	Needed (Offsite) Water Line (Mi.)	N/A
	Offsite Line Cost	0
	Onsite Water Line (Mi.)	2.7
Public Utilities	Estimated Water Techs	0.08
	Estimated Water Demand (g./day)	139
	Sewer Territory	CoS

Public Works	New Sewer Line (mi.)	3.31
	Estimated Sewer Tech	0.1
	Wastewater Treatment Facility	3rd Creek
	Estimated Sewer Demand (g./day)	139
	Current Used Capacity	37%
	Used Capacity with Project	40%
	Sanitation Impact	Requires one crew working half a day
Public Works	New Roads (mi.)	2.74
	New Sidewalks	5.68

Hill Haven Subdivision

Planning	Tier 1	
Finance	Cash Flow Positive	
Education	Elementary	
	Middle	
	High	
Fire Department	Fire Station 1	
Utilities	Electric	
	Wastewater	
	Water	



To: Statesville City Council

From: Herman Caulder, Assistant Planning Director

Date: October 20, 2025

Subject: Rezoning

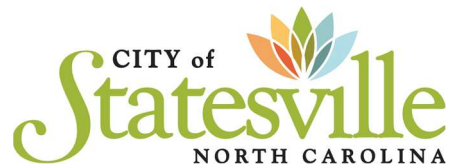
Case: ZC25-04 Hill Haven

Address: Located at the intersection of Shelton Avenue and Hill Haven Road, Statesville, NC; Tax Map Parcel #'s 4733520766, 4733528140, 4733612340, 4733615608, 4733710309, 4733714134, 4733714950, 4733716507, 4733720499, 4733701799, 4733700921.

- ☐ The zoning amendment is approved and is consistent with the City's comprehensive land use plan, is reasonable, and in the public interest because:
- ✓ In addition to **approving** this zoning amendment, this approval is **also deemed an amendment to the City's comprehensive land use plan**. The changes in conditions the Planning Board has taken into account in amending the zoning ordinance to meet the development needs of the community are as follows: This property is in a Tier 2 Growth area and meets the definition of Complete Neighborhood 2 but does not meet definition of Activity Corridor in the 2045 Land Development Plan. However, since the proposed subdivision does match the surrounding area, which is mainly residential, and the topography near the highway is very challenging, an amendment to the 2045 Land Development Plan is acceptable. Utility services are available to the site and it is within a 4 minute response time for the Fire Department.
- ☐ The zoning amendment **is rejected because it is inconsistent with the City's comprehensive land plan** and is not reasonable and in the public interest because:

Date: Constantine H. Kutteh, Mayor

Date: Herman Caulder, Asst. Planning Director



To: Statesville City Council

From: Herman Caulder, Assistant Planning Director

Date: October 20, 2025

Subject: Rezoning

Case: ZC25-04 Hill Haven

Address: Properties located at the intersection of Shelton Avenue and Hill Haven Road, Statesville, NC; Tax Map Parcel #'s 4733520766, 4733528140, 4733612340, 4733615608, 4733710309, 4733714134, 4733714950, 4733716507, 4733720499, 4733701799, 4733700921.

- ☐ The zoning amendment is **approved** and is consistent with the City's comprehensive land use plan, is reasonable, and in the public interest because:
- ☐ In addition to **approving** this zoning amendment, this approval is **also deemed an amendment to the City's comprehensive land use plan**. The change in conditions the Planning Board has taken into account in amending the zoning ordinance to meet the development needs of the community are as follows:
 - ✓ The zoning amendment **is rejected because it is inconsistent with the City's comprehensive land plan** and is not reasonable and in the public interest because: The project does not meet the Activity Corridor intent and the proposed increase in density is not complementary to the surrounding area.

Date: Constantine H. Kutteh, Mayor

Date: Herman Caulder, Asst. Planning Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF THE AFTER DESCRIBED PROPERTIES FROM IREDELL COUNTY R-20 (RURAL RESIDENTIAL) DISTRICT, IREDELL COUNTY HB CUD (HIGHWAY BUSINESS CONDITIONAL USE) DISTRICT AND IREDELL COUNTY NB (NEIGHBORHOOD BUSINESS) DISTRICT TO R-8 CZ (MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL CONDITIONAL ZONING) DISTRICT, TO PROVIDE A PROPOSED 385 LOT SINGLE FAMILY DEVELOPMENT.

ZC25-04 Hill Haven Subdivision

located at the intersection of Shelton Avenue and Hill Haven Road, Statesville, NC
Iredell County Tax Map Parcel #'s 4733520766, 4733528140, 4733612340,
4733615608, 4733710309, 4733714134, 4733714950, 4733716507, 4733720499,
4733701799, 4733700921.

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 October 6, 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 R-20 (Rural Residential) District, Iredell County HB CUD (Highway Business Conditional Use) District and Iredell County NB (Neighborhood Business) District to R-8 CZ (Medium Density Single-Family Residential Conditional Zoning) District to provide a proposed 385 lot single family development known as Hill Haven, utilizing the Cluster Subdivision development pattern; said notice having been published in the Statesville Record and Landmark, a newspaper having general circulation in this area on September 26 and October 3, 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 473-352-0766

Beginning at a point in the center line of State Road No. 1338 in Statesville Outside Township, Iredell County, North Carolina, said point being the Northwesterly Corner of a tract of land conveyed on even date herewith by the grantor to Renee E. Rogers; running thence with the center line of State Road No. 1338 North 37 deg. 30 min. 23 sec. East 464.38 feet to a point in the center line of said road; thence continuing with the center line of said State Road no. 1338, North 41 deg. 50 min. 2 sec. East 94.08 feet to a point in the center line of said road; thence leaving the center line of said road and running South 50 deg. 48 min. 45 sec. East 444.03 feet to an iron pin the property of the grantor; thence a new line South 49 deg. 49 min. 24 sec. West 497.10 feet to an iron pin, said iron pin also being the Northeasterly corner of a tract of land conveyed on even date herewith by the grantor to Renee E. Rogers; thence North 62 deg. 16 min. 45 sec. West 350.14 feet to the point of beginning

Parcel 473-352-8140

Tract 1: Beginning at a stone, A.A. Troutman's corner in the old St Martin's Church Road, and running thence with Troutman's line South 82-1/4 East 632 feet to a pine, J.M. Schafer's corner; thence with said Schafer's line as follows: South 17 West 496 feet to a white oak. thence South 3-1/2 West 500 feet to a pine. thence South 46 East 926 feet to an ash; thence South 56 East 588 feet to a stake, thence North 66 East 68 feet to a gum; thence North 67 East 382 feet to a stake in the center of U.S. Highway No. 21; thence with the center of said highway South 2 West 600 feet to a point in the center of said Highway, formerly Long's line, thence with Long's line North 87 West 552 feet to a stone. thence South 2 West 412 feet to a hickory, D. S. Lippard's line, thence with said Lippard's line North 85 West 2,211 feet to a stone, his corner; thence with his line North 12 West 1,422 feet to a stone his corner, thence with his line North 82 West 455 feet to a stone in the center of St. Martin's Church Road: thence with the center of said road, North 45 East 600 feet to a stone: thence with the center of said road North 33 East 550 feet to a stake on the northerly side of said road, A. A. Troutman's corner; thence South 52 East 161 feet to a pine, Troutman's corner: thence with his line as follows: North 64 East 262 feet to a pine. thence South 84 East 264 feet to a stone; thence North 34 East 344 feet to the Beginning

Tract 2: Beginning at a hickory, J.M. Schafer's corner on the old Scroggs' line, and running thence with the old Scroggs' line (now R.L. Bustle's line), south 82-1/4 East 1,800 feet to a stake in the center of U.S. Highway No. 21; thence with the center of said highway South 27 West 825 feet to a stake, J.M. Schafer's corner; thence with said Schafer's line as follows: South 87-1/2 West 409 feet to a red oak; thence north 18-3/4 West 418 feet to a poplar; thence North 50 West 405 feet to a birch; thence West 378 feet to a red oak; thence North 34 West 384 feet to the Beginning

Parcel 473-361-2340

Beginning at a nail in the center of State Road No. 1381, said nail being 10.53 feet from the center of a culvert under State Road No. 1381 and being 0.2 mile to North Carolina Highway 115: thence running With the center of State Road No. 1381, North 50 deg. 00 min. West 350 feet to a nail in the center of State Road No. 1381; thence South 40 deg. 00 min. West 560.06 feet to an iron pin in the Schafer Estate line: thence South 50 deg. 00 min. East 350 feet to an iron pin in the Schafer Estate; thence north 40 deg. 00

min. East 560.06 feet to a nail in the center of State Road No. 1381, the point and place of Beginning, and being a portion of the Jim M. Schafer Estate

Parcel 473-361-5608

Tract 1: Beginning at a stone, A.A. Troutman's corner in the old St Martin's Church Road, and running thence with Troutman's line South 82-1/4 East 632 feet to a pine, J. M. Schafer's corner; thence with said Schafer's line as follows: South 17 West 496 feet to a white oak. thence South 3-1/2 West 500 feet to a pine. thence South 46 East 926 feet to an ash; thence South 56 East 588 feet to a stake, thence North 66 East 68 feet to a gum; thence North 67 East 38 feet to a stake in the center of U.S. Highway No. 21; thence with the center of said highway South 2 West 600 feet to a point in the center of said Highway, formerly Long's line, thence with Long's line North 87 East 552 feet to a stone. thence South

2 West 412 feet to a hickory, D. S. Lippard's line, thence with said Lippard's line North 85 West 2,211 feet to a stone, his corner; thence with his line North 12 West 1,422 feet to a stone his corner, thence with his line North 82 West 455 feet to a stone in the center of St. Martin's Church Road: thence with the center of said road, North 45 East 600 feet to a stone: thence with the center of said road North 33 East 550 feet to a stake on the northerly side of said road, A. A. Troutman's corner; thence South 53 East 161 feet to a pine, Troutman's corner: thence with his line as follows: North 64 East 262 feet to a pine. thence South 38 East 264 feet to a stone; thence North 34 East 344 feet to the Beginning

Tract 2:

Beginning at a hickory, J.M. Schafer's corner on the old Scrogg' line, and running thence with the old Scroggs' line (now R.L. Bustle's line), South, 82-1/4 East 1,800 feet to a stake in the center of U.S. Highway no. 21; thence with the center of said highway South 27 West 825 feet to a stake, J.M. Schafer's corner; thence with said Schaefer's line as follows: South 87-1/2 West 409 feet to a red oak; thence North 18-34 West 418 feet to a poplar; thence North 50 West 405 feet to a birch; thence West 378 feet to a red oak; thence North 34 West 384 feet to the Beginning

Parcel: 473-371-6507

Beginning at an iron pin on the Westerly margin of U.S. Highway Number 21, about one mile Southwardly from Statesville, N.C., a new corner of J.M. Schafer and Wife, said point being in the center line of a private driveway 10 feet in width leading Westwardly from U.S. Highway Number 21 and running thence with the center line of said driveway and Schafer's new line as follows:

South 81 Degrees 2' West 70.5 feet to a point; thence south 63 degrees 22' East 100 feet to a point; thence south 55 degrees 2' East 62.55 feet to a point in the center line of said driveway; thence North 53 degrees 35' West 8 feet to an iron pin, corner of Elmer Lee Dixon and Wife; thence with Dixon's line, South 36 degrees 25' 81.25 feet to an iron pin, Ralph E. Huffman' corner; thence with Huffman's line, South 35 degree 44' West 125.10 feet to an iron pin, Huffman's corner in the line of Homer P. Edwards and wife; thence with Edward's line and crossing said driveway, south 66 degrees 5' East 9.46 feet to an iron pin on the Easterly Margin of said driveway, Edwards' corner; thence with Edwards' line as follows; South 35 degrees West 412.89 feet to a stake; thence South 42 degrees 27' West 61.48 feet to a stake; thence South 72 degrees 16' West 57.22 feet to a stake; thence North 75 degrees 56' West 100.75 feet to a stake; thence North 46 degrees 48' West 111.39 feet to a stake; thence North 38 degrees 42'

West 191.6 feet to an iron pin, Schafer's and Edwards' corner; thence with Schafer's line and the line of William M. Rogers and wife, South, 37 degrees 29' West 441.5 feet to an iron pin, Rogers' corner; thence with Rogers' line South 3 degrees 12' East 422.49 feet to a point in the center line of Secondary Road number 1381; thence with the center line of Secondary Road Number 1381 as follows: South 65 degrees 15' East 186.4 feet to a point; thence south 73 degrees 15' East 100 feet to a point; thence North 89 degrees 5' East 127.4 feet to an iron pin; thence South 83 degrees 55' East 148 feet to an iron pin; thence South 75 degrees 5' East 161.4 feet to an iron pin in the Western margin of U.S. Highway Number 21; thence with the Westerly margin of U.S. Highway Number 21, North 27 degrees 40' East 1184.8 feet to the beginning corne

First Exception: Beginning at an existing iron pin in the Eastern line of the lands of Patricia H. Shaver, as described in Deed Book 742, at Page 844, with the point of beginning being located North 03° 25' West 396.40 feet from an iron pin set in the Northern portion of the right-of- way of Secondary Road Number 1381, which iron pin set is the common corner of the lands of Patricia M. Shaver and Hill Haven Nursing Home, Inc., and running thence from the point of beginning with the line of Patricia H. Shaver, South 03° 25' East 123.50 feet to an iron pin set a new corner of Hill Haven Nursing Home, Inc.; thence with a new line of Hill Haven Nursing Home, Inc., North 16° 15' 23" East 88.52 feet to an iron pin set; thence continuing with a new line of Hill Haven Nursing Home, Inc., North 40° 00' West 60.00 feet to an existing iron pin in the line of Patricia M. Shaver, the point and place of BEGINNING.

Parcel 473-371-4134

BEGINNING at an existing iron pin in the Western line of the lands of Hill Haven Nursing Home, Inc. (Deed Book 374, at Page 287) with the point of beginning being located North 03° 25" West 396.40 feet from an iron pin set in the Northern portion of the right of way of Secondary Road Number 1381, which iron pin set is the Southwestern corner of Hill Haven Nursing Home, Inc. and the southeastern corner of the Patricia M. Shaver property, as described in Deed Book 742, at Page 844, and running thence from the point of beginning and svith a new line of Patricia M. Shaver, North 26° 52" 19" East 144.32 feet to an iron pin set in the line of Homer Edwards; thence with the line of Edwards South 53° 19' East 26.0 feet to a point, corner of Edwards on the Hill Haven Nursing Home, Inc. line thence with the line of Hill Haven Nursing Home, Inc., South 37° 15' West 142.22 feet to an existing iron pin in the dividing line between the lands of Patricia M. Shaver and Hill Haven Nursing Home, Inc., the point and place of BEGINNING

Parcel 473-371-0390

Beginning at an existing iron marking the Southern most corner of the above described First Exception and being in the line of Brian E. Martin and wife, as described in Deed Book 830, at Page 316 and runs from the beginning with six new lines as follows:

- (1) North 49° 54' 50" East 72.60 feet to an iron pin set
- (2) North 14° 01' 14" East 57.09 feet to an iron pin set,
- (3) North.36° 34' 01" East 56.84 feet to an iron pin set,
- (4) North 43° 14' 09" East 76.55 feet to an iron pin set,
- (5) South 34° 12' 45" East 295.09 feet to an iron pin set, and
- (6) South 73° 41' 54" East 162.58 feet to an existing iron pin marking the Northwestern corner of John W. Campbell; thence with Campbeil's line, two calls as

follows: South 17° 24' 41" West 127.65 feet to an existing iron pin, and South 72° 59' 19" East 24.52 feet to an iron pin set in Campbell's line, a new corner, thence South 10° 15' 33" West 185.82 feet through an iron pin set on the Northern margin of the right of way of Hill Haven Road 24.11 feet from end of line to a point in Hill Haven Road designated as Secondary Road Number 1381; thence with three lines which line along said Secondary Road as follows: (1) South 89° 05' 00" West 149.85 feet,

(2) North 76° 15' 00" West 100.00 feet, and

(3) North 65° 16' 40" West 186.47 feet to a railroad spike in the southeastern portion of the pavement of said Hill Haven Road; thence leaving said road and through an existing iron pin set 27.49 feet from beginning of line and continuing with the line of Brian E. Martin and wife, North 02° 34' 16" West 298.96 feet to the point of Beginning

Parcel: 473-371-4950, 473-372-0499, 473-372-7106, 473-372-7265, 473-372-7358, 473-370-0921

BEGINNING at a point in the center of U.S. Highway No. 21, line or corner of Bustle, and runs with the center of said Highway, South 30° 10' 50" West 433.40 feet to a point in the center of said Highway, line or corner of the VFW property; thence with the lines of the VFW, North 59° 49' 10" West 156.00 feet to a point in a branch; thence with said branch, South 24° 13' 04" West 338.83 feet to an iron pin in the branch, VFW corner; thence with the VFW line, North 86° 00' 00" East 146.00 feet to a point at or near the center of U.S. Highway No. 21; thence South 75° 22' 02" West 168.13 feet to a nail in a private drive; thence with said private drive, South 81° 54' 05" West 50.00 feet to a nail in said private drive; thence South 69° 09' West 136.05 feet to an existing iron pin, corner of Dewey Rogers; thence with said Rogers' lines, three (3) calls as follows: (1) North 34° 07' 01" West 401.17 feet to an existing iron pin, (2) South 27° 53' 20" West 159.73 feet to an existing iron pin, and (3) South 50° 34' 45" East 148.13 feet to E.L. Dixon's corner in the line of Dewey Rogers; thence with the line of said Dixon, South 37° 27' 20" West 113.60 feet to an existing iron pin, common corners of B.L. Dixon and R. Huffman; thence with Huffman's line, South 37° 57' 20" West 147.79 feet to an existing iron pin, Huffman's corner in the line of Homer Edwards; thence with Edwards' lines, three (3) calls as follows: (1) North 63° 52' 50" West 99.27 feet to an existing iron pin, (2) South 02° 12' 50" West 80.80 feet to an existing iron pin, and (3) South 63° 42' 50" West 400.00 feet to an iron pin, the common corners of Edwards and Hill Haven Nursing Home; thence with the line of said Nursing Home, South 40° 56' 43" West 301.11 feet to a nail, R. Shaver's corner in the line of said Nursing Home; thence with the lines of said Shaver, North 50° 04' 25" West 260.86 feet to an existing iron pin; and South 24° 36' 43" West 55.31 feet to an iron pin; thence North 47° 18' 10" West 278.12 feet to an iron pin; thence South 45° 11' 40" West 187.67 feet to an existing iron pin; thence North 47° 57' 25" West 99.95 feet to an existing iron pin in the line or corner of Mrs. J. M. Schafer; thence with three (3) new lines of Mrs. Schafer, North 35° 32' 30" East 339.75 feet to an iron pin, North 17° 31' 40" East 814.21 feet to an iron pin and North 37° 19' 28" East 210.68 feet to an existing iron pin, the common corner of Mrs. Schafer and E. Troutman; thence with the lines of said Troutman, five (5) calls as follows: (1) South 47° 35' 23" East 367.15 feet (2) North 76° 33' 42" East 283.74 feet to an existing iron pin, (3) South 47° 21' 93" East 399.31 feet to an existing iron pin near a branch, (4) with said branch, North 80° 39' 36" East 622.38 feet and (5) North 26° 40' East 198.50 feet to a stake in said branch, Bustle's line; thence with Bustle's line, South 77° 55' 51" East 203.90 feet to the point of BEGINNING

This ordinance was introduced for first reading by Councilmember, _____
seconded
by Councilmember , _____ and unanimously carried on the 6th day
of October, 2025.

Ayes:
Nayes:

The second and final reading of this ordinance was heard on the 20th 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 20th 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: Matthew Kirkendall, Senior Planner
DATE: 10/10/2025 8:06 AM

ACTION NEEDED ON: October 20, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider passing the second reading of the rezoning request ZC25-06 Dairi-O Restaurant; for the properties located along Turnersburg Highway or consider postponing the second reading until the City Council meeting to be held on December 15, 2025.

1. Summary of Information:

The rezoning request, initiated by Mr. Scott Frye, on behalf of Dairi-O, for the properties located along Turnersburg Highway between Harbor Freight and Fairview Baptist Church (approximately 2.183 acres). The request is to rezone the lots from R-10 (Urban Low Density Residential) District to B-4 (Highway Business) District.

This is a straight rezoning; therefore, a concept plan is not required. The property is outside the city limits but in the ETJ (Extra-Territorial Jurisdiction). The applicant intends to construct a Dairi-O Restaurant with a drive through and dining in area.

The purpose of the B-4 (Highway Business) District is to accommodate general and automobile oriented commercial businesses. The site will be served by Iredell Water Corporation. Statesville Public Power can serve this site and the City will provide sewer (see attached Zoning and Utilities Map). The 4th Creek Wastewater Treatment Plant is at an allocation of 71.4%.

The surrounding zoning districts and land uses are as follows:

North of the Site: R-10 (Urban Low Density Residential) District, with Fairview Baptist Church.

East of the Site: O+I - 2 (Office and Institutional Complex) District, with Iredell County Health Department across Turnersburg Highway,

South of the Site: B-4 (Highway Business) District with Harbor Freight and the North Pointe shopping center.

West of the Site: R-10 (Urban Low Density Residential) District with a heavily wooded site.

The applicant is working with NCDOT to install an temporary traffic signal at the intersection of Turnersburg Highway and Jane Sowers Road. Therefore, applicant is requesting the second reading be postponed until the City Council Meeting to be held on December 15, 2025.

2. Previous Council or Relevant Actions:

City Council approved the first reading of this rezoning request at the June 16, 2025 meeting.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: N/A

Strategic Plan Values: N/A

These parcels are within the ETJ, Tier 1 Growth Area, and utilities are available.

4. Budget/Funding Implications:

The current tax value of the parcels is \$70,000. City of Statesville Sewer and Statesville Public Power are available. The estimated tax value at full buildout is to be approximately \$3,000,000. The Fourth Creek WWTP is at 71% capacity.

5. Consequences for Not Acting:

Without rezoning, the parcels would be able to be developed under the current residential zoning. Non-residential development would not be permitted.

6. Department Recommendation:

The department recommends postponing the second reading of this rezoning request until December 15th, 2025.

Consistency Statement: The 2045 Land Development Plan projects this parcel as suitable for development as Activity Center which includes commercial uses such as a restaurant. These parcels are within the ETJ, Tier 1 Growth Area, and utilities are available. Therefore, staff recommends approval to rezone the property from City of Statesville R-10 (Urban Low Density Residential) District to City of Statesville B-4 (Highway Business) District (see 2045 LDP Land Use & Character Map).

7. Manager Comments:

Recommend postponing a decision until the applicant has more concrete information about a stoplight at the property.

8. Next Steps:

If approved, the second reading will be December 15, 2025.

9. Attachments:

None.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Kirkendall, Senior Planner
DATE: 10/10/2025 8:03 AM

ACTION NEEDED ON: October 20, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider passing the second reading of an ordinance to annex AX25-04 Dairi-O, filed by Mr. Scott Frye, on behalf of the property owners, for the four parcels located along Turnersburg Highway between Harbor Freight and Fairview Baptist Church or consider postponing the second reading until the City Council Meeting to be held on December 15, 2025.

1. Summary of Information:

These properties are approximately 2.183 acres located along Turnersburg Highway between Harbor Freight and Fairview Baptist Church (see Location Map, Aerial Photo and Site Photo). These parcels are located within the City's ETJ and is adjacent to the City Limits. These parcels are zoned R-10 (Urban Low-Density Single-Family Residential) Zoning District and are currently being rezoned to B-4 (Highway Business). The applicant requests voluntary annexation to utilize City Sewer (see current zoning and utilities map). Statesville Public Power can also serve this site.

The applicant is working with NCDOT to install an temporary traffic signal at the intersection of Turnersburg Highway and Jane Sowers Road. Therefore, applicant is requesting the second reading be postponed until the City Council Meeting to be held on December 15, 2025.

2. Previous Council or Relevant Actions:

City Council approved the first reading for the rezoning of these parcels on June 16, 2025.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: N/A

Strategic Plan Values: N/A

The properties are in the Tier 1 Growth Area of the 2045 Land Development Plan.

4. Budget/Funding Implications:

The current tax value of the parcels is \$70,000. City of Statesville Sewer and Statesville Public Power are available. The estimated tax value at full buildout is to be approximately \$3,000,000. The Fourth Creek WWTP is at 71% capacity.

5. Consequences for Not Acting:

Without annexation the city would not collect property taxes. Without annexation, the property owners

could still access city sewer at 2½ times the rate with City Council approval.

6. Department Recommendation:

The department recommends postponing the second reading of this annexation request until December 15th, 2025.

7. Manager Comments:

Recommend postponing this request.

8. Next Steps:

If approved, the second reading will be December 15, 2025 and the annexation will be effective December 31, 2025.

9. Attachments:

None.



**Stormwater Advisory Commission – Meeting Minutes
Statesville City Hall – 2nd Floor Conference Room**

August 21, 2025 – 11:30 AM

Members Present: Steve Knight, Dustin Jett, Dawson Reese, Janice Powell and Steve Haber
Planning Board Rep: Alisha Lane
Council Present: None
Staff Present: Randall Moore, Ray Allen, Chris Overcash and Matt Hubert
Others: None

Call to Order/Introductions

- Moore called the meeting to order, welcomed the SWAC and introduced new member Steve Haber.

Staffing Update/SWAC Membership Update – Moore

- We are waiting to hear back from Richard Rainwater about renewing his membership on the Commission which expires in September.
- Joe Hudson is leaving the Commission after November, so we will need to fill the Council Liaison position.
- SW Dept is fully staffed. Two of the crew have NASSCO Certificates for using the pipe camera and reviewing 3rd party provided videos. Asset inventory work continues with needed repairs as needed when found.

Capital Improvements Update – Moore

- Funding for the Holland Drive Culvert Improvements will be requested by our consultant for Hurricane Helene funds. Cost of the project is estimated at \$1,402,000. An LOI is due October 31, 2025. Steve Knight asked what type of improvements and Moore explained that we are anticipating a box culvert. Steve asked about Brevard St and Moore said it still needs to be assessed for condition.
- We have received good feedback on the S Toria Drive and Beauty Street Culvert Replacements project LOI we provided Kaine Riggan of NCDPS/Flood Grant Program. Our consultant is working on cost benefit analysis for a pending submittal. Cost to replace both culverts is updated to a little over \$2 million.
- City Crew replaced a 24-inch pipe in Pinehurst Rd. Work included renting a larger excavator. Paving work to complete the project is still pending. Steve Haber asked if there are Environment review steps we need to take for this type of work. Moore responded no, not for culvert replacement.

- City Crew will continue Infrastructure Evaluation and Prioritization work.

City UDO/Floodplain Ordinance Update – Moore

- Moore had first meeting with our Consultant for our STW Ordinance changes and updates. He will share notes with the Commission.
- Moore explained updates to the Floodplain Maps and Ordinance which were approved by Planning Board in July and City Council this past Monday. Some noted changes to the Ordinance include no fill allowed in the floodplain with defined exemptions, the freeboard is raised to 4 feet, and SCMs are not allowed in the floodplain. The Stormwater Program Manager will administer the updated Ordinance which will be effective January 1, 2026. Steve Haber asked about GIS mapping for floodplain. Moore referred him to online NC FRIS (Flood Risk Insurance Maps). NC creates it's own flood plain maps unlike many other states. It takes 1.5 to 2 years for updates maps to be adopted. Pending updated maps show 89 structures will be in the floodplain following map revisions (64 structures removed, 21 added). After further discussion amongst Staff and SWAC members the group agreed these changes will discourage development in the Floodplain. The group also touched on the lacking impact fees allowed in NC.

City MS4 Permit and Annual Reporting - Moore

- Moore reported we received 9 self-inspection reports from property owners for their SCMs this year. 6 properties did not respond, and we will follow up on them.
- Moore stated that we have a new organizational chart for the SW Division. Annual report is due by end of August. Moore will provide copies to SWAC members including the SW Ordinance updates.

Stormwater Budget for FY26 - Moore

- City Council approved an increase in the ERU from \$4.70 to \$6.20. This becomes effective January 1, 2026
- Moore reported the budget is approximately \$3,390,000.
- Moore announce we ordered a new dump truck and found a surplus in funds so we are purchasing a larger trailer this year instead of next. Large excavator purchase is still scheduled for next FY. Further discussion continued about our crew having CDLs and confirming the new trailer can haul the new excavator. Moore will include information about the truck in an e-mail to the members.

Other News - Hubert

- Matt Hubert shared that the new Municipal Operation Center and Maintenance Garage is nearly complete. Walk through is scheduled for Monday.

Adjournment – Moore

Moore stated that the next meeting will be held on November 20th, 2025. The meeting was adjourned.

Statesville ABC Board Minutes

Tuesday September 2, 2025 11:00am

Meeting in the Board Room of the Statesville ABC Board

I. Call to order

The meeting was called to order by Chairperson Elect Ron Matthews in the absence of Chairperson Michelle Rokes. Also in attendance were board member David Pope; General Manager Tip Nicholson; Assistant General Manager Paulette Inscoe; City Council liaison Amy Lawton.

II. Statement of Potential Conflicts of Interest

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

No conflicts were disclosed.

III. Approval of minutes from Tuesday June 24, 2025 meeting

Approved unanimously

IV. Reports

- Reports from the NCAABC and ABC Commission

It was reported that Ron Matthews has been named chair of the education committee for the NC Association of ABC Boards.

- Store reports from staff

Sales continue to be stagnant.

- Financial Report

Year End

FYE24 \$9,703,415 FYE25 \$9,835,722 Increase of \$132,307

July Sales Figures

Sales	Compared to Last Year	Year to Date
Store #1	-3.01%	-3.01%
Store #2	9.88%	9.88%
Total	2.15%	2.15%
NC Total	1.47%	

V. Open issues

VI. New business

- 2025 Alcohol Grant Requests

The board reviewed the applications for alcohol education grants. It was decided to eliminate 4 proposals: A Way Out; First Care Medical Clinic; Freedom Farm Addiction Treatment Center; Mike Hall Speaks

There were a few questions about some of the other requests and two organizations, Angel Wings Foundation and Restoration Road Ministry, will be asked to appear before the board at its next meeting. There was general consensus that the total amount to be awarded this year be increased to \$100,000 (from \$92,000 budgeted)

VII. Other business

Next scheduled meeting date has been changed to the fifth Tuesday (September 30th).

Adjournment

The meeting was adjourned at 11:40am

Michelle Rokes

Ron Matthews

David Pope



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

The Statesville Airport Commission met on Wednesday, September 10, at City Hall.

Members Present: Steve Johnson, David Stamey, Todd Bodell, Martin Gottholm, Mike Colyer, Todd Bodell, Gene Houpe, Jap Johnson, Ex-Officio Member

Staff Present: Carissa Barnette, Addie Norton

Others Present: Joseph Wilbourne, Jon McCalmont, Parrish and Partners, David Gagnon, Todd Meyers, Scott Harrell

Approval of Minutes.

Mr. Bodell approved the minutes of the August 2025 meeting. Mr. Colyer seconded. Motion was approved unanimously.

Helmuth Lease Renewal- After discussion, Mr. Colyer moved to approve the five-lease renewal. Mr. Houpe seconded. The motion passed unanimously.

Iredell Air Care Lease Renewal- After discussion, Mr. Gagnon has requested that the lease be increased to ten years. Mr. Houpe moved to approve the lease for ten years with an automatic renewal for another ten years. Also have CPI adjustments every three years. Mr. Colyer seconded, and the motion carried unanimously.

New Ground Lease Rate- As requested by city council, staff obtained an appraisal for future ground rental rates. The range was established from \$0.25/sq ft to \$0.35/sq. foot for unimproved land and \$0.40/sq ft for improved ground with the average unimproved rate being \$0.30/sq ft. Mr. Houpe moved to approve and Mr. Bodell seconded. Motion was approved unanimously.

Staff Report- Operations

- Ms Barnette introduced Addie Norton our new customer service employee.
- The Crosswinds Aviation ground lease will be adjusted to the new appraised ground rental rate.
- Mr. Johnson requested that the Rules and Regulations and Minimum Standards be brought back up for consideration at the next meeting.
- Ms. Barnette reviewed the monthly operations.
- Terminal building is still on schedule for mid-December to be 99% complete. Full completion is expected by mid to late January 2026.

Project Updates – Mr. Wilbourne

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: Waiting on comments from NCDOT

- **Runway Safety Area-** Plans have been approved by NCDOT Aviation.
- **Runway End Survey-** Raw data is scheduled to be received in the next 2-3 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. Colyer, seconded. Meeting ended at 12:31 PM.