



STATESVILLE CITY COUNCIL MEETING

227 S. Center Street

November 3, 2025 – 5:00 p.m. - Pre-Agenda Meeting –2nd Floor Conference Room

November 3, 2025 - 6:00 p.m. - Regular Meeting – Statesville City Hall

- I. Call to Order**
- II. Invocation**
- III. Pledge of Allegiance**
- IV. Adoption of the Agenda**
- V. Code of Ethics and Front and Center Strategic Plan p. 3**
- VI. Presentations & Recognitions**

- 1. Veterans Day Recognition**

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 October 16, 2025 Pre-Agenda Meeting Minutes and the October 20, 2025 Regular Meeting Minutes. (E. Kurfees) p. 7**
- B. Consider approving the SMS Privacy Policy and Terms and Conditions for SMS text notifications in support of Statesville Public Power's outage management system. (Leis) p. 19**
- C. Consider approving a ten-year lease with the United States Civil Air Patrol for \$2,200 per year. (Ferguson) p. 27**
- D. Consider passing the second reading of an ordinance to annex AX25-05 407 and 417 Central Avenue. (Kirkendall) p. 35**
- E. Consider passing the second reading of an ordinance to annex AX25-09 Statesville Fire Department Station 5 for the parcel located at 533 Gaither Road. (Kirkendall) p. 35**
- F. Consider passing the second reading of an ordinance to annex AX25-08 Compass Data Centers for parcels along Stamey Farm Road and Hickory Hwy. (Kirkendall) p. 45**
- G. Consider approving a request to demolish the structures located at 118 and 120 W. Front Street. (Marion) p. 55**

REGULAR AGENDA

- VIII. Consider passing the second reading of an ordinance to rezone 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. 111**
- IX. Conduct a public hearing and consider passing the first reading of an ordinance to annex AX25-10 Hill Haven Subdivision, filed by Mr. Bob Williamsen for the parcels located at the intersection of Hill Haven Road and Shelton Avenue. (Kirkendall) p. 121**
- X. Conduct an evidentiary hearing to review Special Use Permit, SP25-02 and consider approving the construction of a ready-mix concrete batch plant at 552 Buffalo Shoals Road. (Kirkendall) p. 133**
- XI. Review the preliminary results for the Cost of Service Study for Statesville Public Power. (Leis) p. 151**
- XII. Consider approving a connection to city water service and waive city code annexation requirement for PIN 4735653667 (305 Museum Rd). (Vaughan) p. 159**
- XIII. Consider approving to proceed with the Temporary Station 5 project, including upfitting the house and site, constructing an apparatus bay, purchasing a used fire apparatus, and hiring the necessary 15 personnel to staff the station. (G. Kurfees) p. 163**
- XIV. City Manager's Report**
- XV. Advisory Boards Meeting Minutes**
 - 1. October 9, 2025 Historic Preservation Commission Meeting Minutes p.171
- XVI. Other Business**
- XVII. Closed Session (Following Pre-Agenda)**
 - 1. G.S. 143-318.11(a)(3), Attorney-Client Privilege
- XVIII. 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



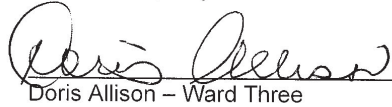
Constantine H. Kutteh, Mayor



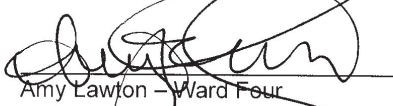
David Jones, Mayor Pro Tem – Ward One



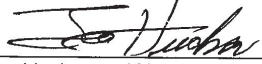
C.O. "Gap" Johnson – Ward Two



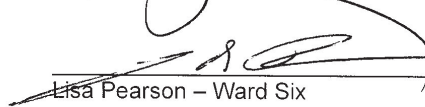
Doris Allison – Ward Three



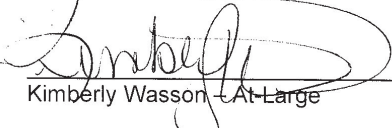
Amy Lawton – Ward Four



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 16, 2025
CITY HALL – 227 S. CENTER STREET, STATESVILLE, NC – 4:00 P.M.**

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

Council Absent: None

Staff Present: Ron Smith, Messick (Virtual), E. Kurfees, Griggs, Vaughan, Ferguson, G. Kurfees, Harrell, Onley, Kirkendall (Virtual), Caulder (Virtual), Nesbit, Lawrence

I. Call to Order

Mayor Kutteh called the meeting to order.

He stated that today was the first day of early voting.

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. Water Treatment Plant Optimization Award

VII. Public Comment (Only at the Regular Meeting)

VIII. CONSENT AGENDA

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

A. Consider approving the October 2, 2025, Pre-Agenda Meeting Minutes and the October 6, 2025, Regular Meeting Minutes. (E. Kurfees)

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)

Mayor Kutteh stated that this item is also on the regular agenda for the rezoning.

C. Consider approving a five-year hangar lease with Air Helmuth, LLC. (Ferguson)
Ferguson stated that this was the old GL Wilson Hangar.

- D. Consider approving a ten-year hangar lease with Iredell Air Care.** (Ferguson)
Ferguson stated that this hangar is the aircraft maintenance facility. They bring a lot of customers to the airport.

Council Member Lawton arrived at 4:04.

- 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)

Griggs stated that the name change of the department is because of absorbing DSDC and the Civic Center. Most people already call the Fitness and Activity Center “The Rec” and it will make it more searchable. The Civic Center name change was recommended by the Conventions and Visitors Bureau.

Council Member J. Johnson asked about the cost. Griggs stated that it was included in the budget, but it is going to be approximately \$30,000.

- F. Consider approving a resolution in support of a marker describing the lynching of Charles Campbell in 1883.** (Johnson)

This item was removed from the agenda.

- 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)

Chief Onley stated that nothing had changed since the last meeting.

- 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)

- 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)

Mayor Kutteh stated that Senator Sawyer is very interested in the county having micro-transit.

Council Member Jones stated that he would like the county to participate in the study as well. He would recommend that the City Manager reach out to the County Manager.

Smith stated that Kirkendall spoke to the County. CRTPO is meeting with the County next week.

- J. Consider approving a resolution authorizing the execution of a reimbursement agreement with CIP Crossroads, LLC.** (Harrell)

Mayor Kutteh stated that this is an industrial development. We are asked to contribute the same amount.

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)

Mayor Kutteh stated that this item was on the last agenda for setting this public hearing date. It is proposed to put some single-family homes.

Council Member J. Johnson asked if we have to give them utilities by a year. Smith stated that is only for involuntary annexations.

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)

Mayor Kutteh stated that this property is for the fire station.

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)

Mayor Kutteh stated that this is a public hearing for the data center.

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)

Council Member Wasson arrived at 4:13.

Mayor Kutteh stated that this is for the public hearing for the rezoning of Hill Haven.

Caulder stated that there are 11 parcels, and they are requesting a R-8 conditional zoning for 385 single-family homes. There will be a TIA done for the development. The site is unique because Shelton Avenue and 6 entrances to the development.

Caulder stated that our ordinance has interconnectivity. There is one place with a cul-de-sac, and the ordinance says it should be connected. Planning Board decided not to make the connection. The Council can decide to make that connection. The development is in the Tier 2 Growth area.

The Developer is here. Mayor Kutteh stated that the staff will present the case and then the developer can speak. Mayor Kutteh will open the public hearing and take them in order. Angela Matthews has asked for someone to yield their time to her.

The Developer stated that the planning department has been helpful over the past two years. The first plans had over 500 homes. Following the community meeting in March, they reduced the density again.

Caulder stated that the data sheet shows only the school is red. Everything else is green.

Council Member Allison thanked the developer for taking the neighbors into consideration.

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)

Mayor Kutteh stated that there is an issue with the traffic light. Smith stated that there is a question about who would fund the light.

Mayor Kutteh recommends that we should put this on the consent agenda to be continued to December 15th.

Council agreed to move this to the consent agenda.

- 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)**

Mayor Kutteh recommends that we should put this on the consent agenda to be continued to December 15th.

Council agreed to move this to the consent agenda.

- XV. City Manager's Report (Only at the Regular Meeting)**

- XVI. Advisory Boards Meeting Minutes**

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)**

- XIX. Adjournment**

Council Member Hudson made a motion to adjourn and the motion was seconded by Council Member Allison. The motion passed unanimously.

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Council Absent: None

Staff Present: Ron Smith, Messick, E. Kurfees, Griggs, Vaughan, Ferguson, Pierce, G. Kurfees, Harrell, Hull, Martin, Ivarsson, Leis, Caulder, Kirkendall, Lawrence

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 the Pledge of Allegiance.

IV. Adoption of the Agenda

Mayor Kutteh stated that Item F was removed from the agenda. The last 2 items on the Regular Agenda were moved to the consent agenda.

Council Member Hudson made a motion to adopt the amended agenda, Council Member J. Johnson seconded the motion. The motion passed unanimously.

V. Code of Ethics and Front and Center Strategic Plan

Mayor Kutteh said that the code of ethics is for the council to review.

VI. Presentations & Recognitions

1. Water Treatment Plant Optimization Award

Mayor Kutteh presented the award to Vaughan and Hull. Hull stated that the staff could not do what we do without City Council's assistance.

Council Member Lawton arrived at 6:05.

VII. Public Comment

Tom Snyder, 237 Sundance Circle, is concerned about annexations.

Matt Sin, 631 Friar Tuck Road, is concerned about the upcoming election.

Council Member Allison arrived at 6:10.

William Summers, 272 Hickory Road, discussed the lynching memorial sign.

Mayor Kutteh introduced Erika Martin as the new Planning Director and stated that this is Sherry Ashley's last council meeting. He thanked John Ferguson and the Airport staff for their work at the Carolina Balloonfest.

VIII. CONSENT AGENDA

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- C. Consider approving a five-year hangar lease with Air Helmuth, LLC. (Ferguson)**
- D. Consider approving a ten-year hangar lease with Iredell Air Care. (Ferguson)**
- 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)**
- F. Consider approving a resolution in support of a marker describing the lynching of Charles Campbell in 1883. (Johnson)**
- 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)**
- 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)**
- 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)**
- J. Consider approving a resolution authorizing the execution of a reimbursement agreement with CIP Crossroads, LLC. (Harrell)**
- XIII. Consider postponing the second reading of the rezoning request ZC25-06 Dairi-O Restaurant until the City Council meeting to be held on December 15, 2025. (Kirkendall)**

- XIV. Consider postponing 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 until the City Council Meeting to be held on December 15, 2025. (Kirkendall)**

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

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)**

Kirkendall stated that there are two parcels in the ETJ that are zoned R-20. These parcels are adjacent to the City Limits Staff recommend passing the first reading of the annexation.

Mayor Kutteh opened the public hearing. Hearing no one came to speak, he closed the public hearing.

Mayor Kutteh asked for a vote on the motion.

Council Member Allison made motion to approve the first reading of the annexation request, and Council Member Hudson seconded the motion. The motion passed unanimously.

- 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)**

Kirkendall stated that the City Council approved the purchase of two parcels to build a fire station. The property value is just over \$1,000,000. The home on the property will be the temporary fire station. This property is in the tier 1 growth area.

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

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

- 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)**

Kirkendall stated that the rezoning was passed contingent on annexation He showed photos of the property. Duke Energy would be the power provided and the city would provide the water and sewer. This property is in the I-40/Airport Focus Area and the Tier 2 growth area.

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

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

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)

Caulder stated that the property is 147 acres and putting 385 homes on the property. The topography of the property has made it difficult to put homes on the property. It will be just over 2 dwelling units per acre. The lot width and set backs is why this development is being rezoned R-8. The conditional rezoning so that the project is tied to the conditions. The utilities will all be served by the City of Statesville. Caulder showed the concept plan. There was a connection that Staff recommended, but the Planning Board stated that it could be removed per the developer request. The Land Development Plan shows the character is Complete Neighborhood 2 and Activity Corridor. Looking at the property, there are restrictions based on topography, therefore the Land Development Plan should be amended to be Complete Neighborhood 2.

Caulder reviewed the conditions.

1. Range of 350-405 units
2. Dedicate 45' of ROW from center line of Shelton to Carolina Thread Trail
3. Dedicate 45' of ROW from centerline along Hill Haven
4. TIA is required
5. Mixture of at least 2 building materials
6. Installation of Verkada cameras at entrances
7. Provide enhanced landscaped entrances into the subdivision
8. Shield the back of homes with landscaping along Hill Haven, Shelton, Wallace Springs
9. Provide larger lots along the perimeter.

Staff recommend amending the Land Development Plan to remove the Activity Corridor, utility services can be provided by the City and the Statesville Fire Department can respond within 4 minutes.

Council Member Allison asked about the traffic concern and would like to know what the traffic concern says. Caulder stated that the city does not require the TIA to be complete until it goes to TRC.

Council Member Jones asked what the Planning Board thought process for not connecting the road. Caulder stated that the whole site slopes downward. The main concern was the neighbor did not headlights glaring in their home along with a dangerous curve on Wallace Springs. The developer wanted to appease the neighbor. The Planning Board stated that 6 entrances were enough.

Council Member S. Johnson asked about the density. Under the county zoning, they could go R-20 now. Caulder stated that it would be difficult for them to reach R-20. He stated it is not much different of a development than what they can do under the county.

Mayor Kutteh stated that the public hearing will be opened and hear from the applicant first, then he will go down the list. We allow one person to speak for 6 minutes and someone else on the list can yield their time.

Mayor Kutteh opened the public hearing.

Nolan – Urban Design partners representing Hill Haven Rezoning Case, developer. The developer stated that the site is best used for residential. In March 2024, the team was engaged in design work which included 517 lots with townhomes. In October 2024, the meeting with planning staff reduced the plan to 450 with single family lots and townhomes. In March 2025, the developer held the community meeting. They recommend 410-440 lots. The community concerns were lot size, traffic, density, and access. The Planning Board approved the development. Today, the plan shows 385 lots at 2.6 units per acre. The developer has already engaged a traffic contractor to begin the study following rezoning approval.

Anita Eudy yielded her time to Cathy Eudy.

Cathy Eudy– 422 Wallace Springs, stated that she is the neighbor who was concerned about the lights shining in her home. She stated that the traffic is constant from 4 AM to 10 PM. Her main concern was addressed, but she is trying to convince the developer to remove the cul-de-sac all together. She would like the new developments to be generational. She is concerned about the power grid.

Camden Matthews yielded his time to Angela Matthews.

Angela Matthews, 210 Southview Drive, is against the development. She is concerned about the school capacity issue. She stated that the Land Use Plan for both the County and City show commercial use of the property. She is concerned about the traffic. She provided a packet of information to each council member.

30 people in the audience stood up in opposition to the development.

Jim Tarman, 548 Wallace Springs Road, stated that he is in opposition of the development. He stated that he liked the countryside of his property. He is against cluster development. He stated that his quality of life is affected because of the additional traffic.

Bekie Edelbrock, 217 Southview Drive, is against the development. She stated that she wanted to escape the city in Hickory and moved to a 21 acre property. She is against the cluster and density of the property. She claims that the development does not increase the quality of life for the rural lifestyle.

Michael Edelbrock, 217 Southview Drive, is against the development. He is concerned about the traffic during rush hour. He stated that you cannot turn left on either Wallace springs or old mountain road. He would like to see the development more R-15 development. He would like to see more homes that are not starter homes.

Mayor Kutteh closed the public hearing.

Council Member Pearson is concerned that the homes are not attainable.

Council Member Jones is concerned about sewer capacity for this development. Vaughan stated that these properties would be served by the 3rd Creek WWTP. The plant is obligated at 34%. Council Member Jones asked Leis about the power grid for the area. Leis stated that this is served by Delivery 1 and some of the area is going to be served by

the new Delivery 6. Council member Jones asked the city manager about the TIA and how the TIA is integrated into the TRC. Smith stated that the TIA would be completed after the rezoning because of the cost. The TIA results are mandated by the TRC process.

Smith stated that the rezoning does not go to the county. The Land Use Plan is decided by the county.

Council Member Jones stated that the council listens when the public speaks. The impact of the public is known.

Council Member Wasson stated that she is working with the school system about school capacity. We communicate with the school system, so they know where the growth happens.

Council Member S. Johnson stated that he was a county commissioner for twenty years. He stated that the school system does not have funding to build the schools needed. The county's land use plan decides the highest and best use of the property.

Council Member Allison is thankful for the citizens input into the development.

Council Member J. Johnson is concerned about the sewer capacity.

Mayor Kutteh asked for a motion on the project.

Council Member Jones made a motion to approve the rezoning request. He read the consistency statement:

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.

Council Member Hudson seconded the motion.

Council Member S. Johnson is concerned about the buffer around the cul-de-sac. Council Member Jones stated that he would add a condition if the developer agreed. The developer is looking to keep all the trees in the buffer areas.

City Council added a condition that the Developer/Owner shall not remove any existing foliage throughout the entire thirty-foot buffer, unless required for designated entrances or the traffic impact analysis. Developer/Owner may remove foliage within the fifteen-foot buffer as it is required for designated entrances or the traffic impact analysis. The Developer/Owner may also remove additional foliage within the fifteen-foot buffer with City Council approval.

Mayor Kutteh called for a vote on the motion with the additional condition:

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

Nay: Lawton, Pearson, J. Johnson

The motion passes 5 to 3.

XV. City Manager's Report

XVI. Advisory Boards Meeting Minutes

- a. August 21, 2025 Stormwater Advisory Commission
- b. September 2, 2025 ABC Board Meeting Minutes
- c. September 10, 2025 Airport Commission Meeting Minutes

XVII. Other Business

XVIII. Closed Session (After Pre- Agenda)

XIX. Adjournment

Council Member Allison made a motion to adjourn the meeting. The motion was seconded by Council Member Hudson. The motion passed unanimously.

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Cody Leis, Director - Statesville Public Power
DATE: 10/22/2025 2:57 PM

ACTION NEEDED ON: November 3, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a SMS Privacy Policy and Terms and Conditions for SMS text notifications in support of Statesville Public Power's outage management system.

1. Summary of Information:

The text notifications will support Statesville Public Power's core operations during planned and unplanned outages, and according to our most recent retail customer survey, is exactly what our customers want as their primary source of notifications, with email being the next best way to reach them. TextPower Inc. is the third party messaging solution for mission-critical communications to our customers. TextPower serves 200+ utilities ranging from fewer than 10,000 customers to over 400,000. These policies are required to be publicly posted on our website to state SMS information will not be shared with third parties for marketing/promotional purposes.

2. Previous Council or Relevant Actions:

The Outage Management System was budgeted for and approved in the FY25 budget as a Capital Project.

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 Quality and Creativity

This meets the goal because we are able to find creative solutions for our citizens and employees that improve the overall experience of a power outage. With text notifications, we will be able to send mass texts to the affected users stating that "we acknowledge their power is out, and crews are on the way." Once power is restored, we can send those same customers a text message stating, "all power is restored, and if you are still experiencing an outage, please text "OUT" to XXX-XXX-XXXX."

Currently, the main complaint we get from customers is that we don't ever call them back when they call about an outage, and the reality is we don't have the manpower or time to individually call hundreds of customers after restoring power. The approval of these policies will essentially automate the majority of our mass communications with each and every customer that is experiencing power loss (IF they OPT IN).

4. Budget/Funding Implications:

This service is already budgeted for in our operations and maintenance account for individual text message rates.

5. Consequences for Not Acting:

If these Policies are not approved, we risk losing our main channel of communication (text message) with our customers, and potentially lose trust because we are not doing what we say we are by promoting better customer outreach and responsiveness during electric outages. However, we can still operate our outage management system in a way that is still beneficial to SPP staff.

6. Department Recommendation:

The department recommends approving the SMS Privacy Policy and Terms and Conditions.

7. Manager Comments:

Concur with the department recommendation.

8. Next Steps:

If approved, Statesville Public Power will work with April on getting the policy published on our website for customers to read and acknowledge our terms if they are curious.

9. Attachments:

1. SMS Privacy Policy
2. Terms & Conditions



The City of Statesville ("we", "us", or "our") is committed to protecting your privacy.

This SMS Privacy Policy outlines how we collect, use, and protect the information provided through our SMS service.

1. Information Collection and Use

When you opt into our SMS service, we collect your phone number, which is provided voluntarily. We do not purchase or auto-generate phone numbers. The number you provide is used exclusively to send SMS notifications regarding account or service alerts and notices. These messages are general and do not include any personal information.

2. Opt-In Consent

By opting in, you consent to receive SMS messages from the City of Statesville. Your phone number will only be used to deliver the messages described in this Privacy Policy and will not be shared or used for any other purposes.

3. Opt-Out

You can opt out of receiving SMS messages at any time. To stop receiving messages, simply reply with the word "STOP" to any SMS message you receive. After sending "STOP," you will no longer receive messages from the City of Statesville. Additional words that will also cause a mobile number to become un-subscribed are: QUIT, END, CANCEL, UNSUBSCRIBE

4. No Third-Party Sharing

City of Statesville will never sell, rent, or share your opt-in status, phone number or any other information with third parties for marketing purposes. Your information will only be used as necessary to provide the SMS service you have requested.

5. Compliance

This Privacy Policy complies with all applicable privacy laws and guidelines, including the CTIA (Cellular Telecommunications and Internet Association) standards. Our SMS service

is used exclusively for service-related activities and remains in full compliance with all relevant regulations.

6. Contact Us

If you have any questions about this SMS Privacy Policy or our SMS services, please contact us at:

City of Statesville

Email: customerservice@statesvillenc.net

Phone: 704-878-3564

Dated: 09/05/2025



SMS Terms and Conditions

These Terms and Conditions ("Terms") govern the use of SMS messaging services provided by **the City of Statesville** ("we," "us," or "our"). By opting into our SMS program, you agree to receive SMS messages from **the City of Statesville** in accordance with these Terms and The Campaign Registry (TCR) compliance standards.

Consent and Opt-In Requirements

- By opting in, you provide express consent to receive SMS messages from us regarding your account services.
- Opting into the SMS program is voluntary and separate from any other service we provide.
- To opt-in, text "**SPP**" to **704-440-5219** or sign up via our website at <https://www.statesvillenc.net/statesville-utility-services/>
 - **Opt-In Message:** Thank you for opting into **City of Statesville** texting. Message frequency varies. Message & data rates may apply. Reply STOP to unsubscribe. Text HELP or call **704-878-3564** for more info.

Message Frequency and Types

- Message Frequency varies.
- Message Types: Messages may include service alerts and account notifications.
- Message and data rates may apply according to your mobile carrier's standard rates.

Opt-Out Instructions

- You may opt out of the SMS program at any time by texting "STOP" to **704-440-5219**
- Once you send the "STOP" request, you will receive one final confirmation message confirming that you have been unsubscribed. No further messages will be sent unless you opt back in.

- For assistance or to request additional information, reply "HELP" to **704-440-5219**, contact us at customerservice@statesvillenc.net or call **704-878-3564**
 - **Opt-out Message:** You have been unsubscribed from City of Statesville texting. You will no longer receive messages from the City of Statesville. Reply "SPP" to re-subscribe. Info at <https://www.statesvillenc.net/statesville-utility-services/>

Privacy and Data Security

- **The City of Statesville** is committed to protecting your privacy. Your information will only be used for the purposes described in this SMS program and will not be shared with third parties except as necessary to provide the service.
- Personal information collected for SMS messaging is managed in compliance with applicable laws and regulations, including data protection and privacy standards.
- By opting in, you agree to the **City of Statesville's** SMS Privacy Policy and acknowledge our commitment to protecting your data.

Limitations of Liability

- **The City of Statesville** and cellular carriers are not responsible for any delayed or undelivered messages caused by factors outside our control, such as mobile carrier delays or network outages.
- **The City of Statesville** and cellular carriers are not liable for any direct, indirect, incidental, or consequential damages that result from the use of, or inability to use, the SMS program.

Changes to Terms and Conditions

- **The City of Statesville** reserves the right to update or modify these Terms at any time. Any changes will be communicated to you via SMS or posted on our website at <https://www.statesvillenc.net/statesville-utility-services/>
- Your continued participation in our SMS program following any updates to these Terms constitutes acceptance of those changes.

Contact Information

If you have any questions regarding these Terms, you can contact us at:

- **Phone:** 704-878-3564

- **Email:** customerservice@statesvillenc.net
- **Address:** 301 S. Center St Statesville, NC 28677

By opting in, you confirm that you have read and agreed to these Terms and you authorize **the City of Statesville** to send you SMS messages.

Privacy Policy: Click ([hyperlink](#)) for the **City of Statesville's** Privacy Policy

Cellular carriers supported on this program include AT&T, T-Mobile, Metro PCS, Verizon Wireless, US Cellular, Google Voice, Cellular One, Cellcom, Cellular South, Interop, and Clearsky.

Updated:09/05/2025

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: John M. Ferguson, Airport Director
DATE: 10/22/2025 2:49 PM

ACTION NEEDED ON: November 3, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a ten-year lease with the United States Civil Air Patrol for \$2,200 per year.

1. Summary of Information:

The Civil Air Patrol assumed a 2000 ground lease from John Wooten in 2006. FAA policy stipulates that at the end of a long term lease, the property and any buildings on the property revert to the City. The original ground lease did not have specific language for the reversion of the hangar to the city. This new ground lease has such language.

FAA policy also allows an airport sponsor to assess less than fair market value to the Civil Air Patrol due to their contribution to the community. The Iredell Composite Squadron currently has 67 cadets from 12-18 years old and 49 senior members.

Both the 60x60 hangar and the Cessna 182 aircraft are owned by the United States Air Force, therefore they do not pay property taxes.

The CAP has purchased over 1,800 gallons of fuel over the past 12 months.

2. Previous Council or Relevant Actions:

Approved lease assumption in 2006.

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 Integrity

Civil Air Patrol is America's premier public service organization that provides emergency services and disaster relief missions nationwide. When performing Air Force–assigned missions, CAP operates as the auxiliary of the U.S. Air Force. Our vigilant citizen volunteers search for and find the lost, provide comfort in times of disaster, and work to keep the homeland safe. Our members selflessly devote their time, energy, and expertise toward the well-being of their communities, promoting aviation and related fields through aerospace education and helping shape future leaders through CAP's cadet program.

4. Budget/Funding Implications:

Continuation of ground lease

5. Consequences for Not Acting:

Loss of valuable tenant.

6. Department Recommendation:

Airport staff recommends approval.

7. Manager Comments:

Concur with the department recommendation.

8. Next Steps:

Sign ground lease.

9. Attachments:

1. Hangar Lease 2025-2035

NORTH CAROLINA)

IREDELL COUNTY)

HANGAR LEASE

THIS LEASE AGREEMENT, made and entered into this the 1st day of December, 2025, by and between the **CITY OF STATESVILLE**, a municipal corporation, hereinafter called the "Lessor"; and **The United States Civil Air Patrol**, 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 one hundred and twenty (120) months, to commence on December 01, 2025 and ending on November 30, 2035. At the end of this term, ownership of the hangar will revert to the City of Statesville.

2. Termination by Lessee. In the event the Lessee no longer stores 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 \$2,200 per year. 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 Rd. Statesville, NC. The annual rent payable by Lessee for the Leased Premises shall be increased (but not decreased) at the beginning of each five year anniversary of the Commencement Date based upon the change in the Consumer Price Index For All Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the Department of Labor, All Items Index, U.S. City Average 1982-1984=100.

4. Aircraft: Aircraft stored in the hangar must have a valid annual inspection and be airworthy except for short periods of maintenance or repairs.

5. 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.

6. Maintenance and Upkeep. The Lessee shall be responsible for all 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.

7. 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.

8. 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.

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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: North Carolina Wing
Civil Air Patrol
3520 Alamance Road
Burlington, NC 27215

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 _____, 2020.

LESSOR: The CITY OF STATESVILLE, a municipal corporation

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

ATTEST:

Emily Kurfees, City Clerk

[SEAL]

LESSEE: Civil Air Patrol

By: _____(LS)

**DESCRIPTION OF LEASED PREMISES
TO
Civil Air Patrol**

**HANGAR LEASE PARCEL C-4 - Statesville Regional Airport
LEGAL DESCRIPTION**

Commencing at NCGS Monument Statesville 000 (formerly Statesport), having NC grid coordinates of 1,420,977.016 feet E, and 738,744.174 feet N, NAD 83/86, average combined factor 0.99986659; thence S 17°55'03" W, a distance of 3086.690 feet to a 5/8" iron rod set this survey, said iron rod being the Point of Beginning of the parcel herein being described;

thence S 72°49'46" East, a distance of 100.00 feet to an 5/8" iron rod set this survey;
thence S 17°10'14" West, a distance of 110.00 feet to an 5/8" iron rod set this survey;
thence N72°49'46" West, a distance of 100.00 feet to a 5/8" iron rod set this survey;
thence N17°10'14" East, a distance of 110.00 feet to the Point of beginning of the parcel herein described;

containing 11,000 square feet or 0.253 acres of land more or less; subject to easements and restrictions of record.

Bearings used in this description are based on NC Grid NAD 83/86

FAA Policy Concerning Civil Air Patrol

The Final Policy permits reduced rental rates and fees to CAP units operating at the airport, in recognition of the benefits to the airport and benefits to aviation similar to those provided by not-for-profit aviation museums and aeronautical secondary education programs. As with other not for profit-aviation entities, the reduction must be reasonably justified by benefits to the airport or to civil aviation. In-kind services to the airport and airport users may be considered in determining the benefits that the CAP unit provides. In addition, this treatment of the CAP, which has been conferred with the status of an auxiliary to the United States Air Force, is not identical to the treatment provided to military units in the Final Policy, as discussed below, but is consistent with that treatment.

The reduced rental rates and fees are available only to those CAP units operating aircraft at the airport. For CAP units without aircraft, a presence at the airport is not critical. The airport operator can accommodate those CAP units with property that is not subject to Federal requirements on maintaining a self-sustaining rate structure, without compromising the effectiveness of the CAP units. Of course, if such units provide in-kind services that benefit the airport, the value of those services may be recognized as an offset to FMV rates.

The Final Policy permits but does not require nominal rental rates. The airport operator is free to treat a qualified not for-profit aeronautical CAP lease as it would any other aeronautical activity in setting rental rates and other fees to be paid by the education program.”

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Kirkendall, Senior Planner
DATE: 10/22/2025 2:33 PM

ACTION NEEDED ON: November 3, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider passing the second 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. 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.

2. Previous Council or Relevant Actions:

City Council held the public hearing on October 20th. No one from the public came to speak. City Council unanimously approved the first reading.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

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

Strategic Plan Values: We value Quality and Creativity

The 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 second reading of the annexation ordinance.

7. Manager Comments:

Recommend passing the second reading of this annexation request.

8. Next Steps:

If approved, the annexation will become effective November 30, 2025.

9. Attachments:

1. Ordinance_Annexation_AX25-05 Central Drive

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: 10/22/2025 2:33 PM

ACTION NEEDED ON: November 3, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider passing the second reading of the annexation AX25-09 Statesville Fire Department Station 5 for the parcel located at 533 Gaither Road.

1. Summary of Information:

The property is approximately 12.174 acres located at 533 Gaither Road. The city is annexing the property to eventually build a new fire station, Station 5 and to utilize City water and sewer. 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:

No members spoke during the public hearing. City Council passed the first reading of the ordinance unanimously.

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: We value Quality and Creativity

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. 15 staff members will be stationed here. They will use the home as a temporary station

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 second reading of this annexation request.

7. Manager Comments:

Recommend passing the second reading of this annexation request.

8. Next Steps:

If approved, the annexation will become effective November 30, 2025.

9. Attachments:

1. Ordinance_Annexation_AX25-09 SFD Station

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: 10/22/2025 2:33 PM

ACTION NEEDED ON: November 3, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider passing the second reading of the annexation AX25-08 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. The applicant requests voluntary annexation to utilize City sewer.

2. Previous Council or Relevant Actions:

City Council approved the first reading of the annexation at the October 20th meeting. No members from the public spoke during the public hearing.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

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

Connecting Our Communities: N/A

Strategic Plan Values: N/A

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

4. Budget/Funding Implications:

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

5. Consequences for Not Acting:

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

6. Department Recommendation:

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

7. Manager Comments:

Recommend passing the second reading of this annexation request.

8. Next Steps:

If approved, the annexation will become effective November 30, 2025.

9. Attachments:

1. Ordinance_Annexation_AX25-08 Compass Data Centers

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

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Lesley Marion, Ordinance Enforcement Inspector
DATE: 10/22/2025 4:24 PM

ACTION NEEDED ON: November 3, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct approving a request to demolish the structures located at 118 and 120 W. Front Street.

1. Summary of Information:

The structure is located at 120 W. Front Street (the green “shell building” & parking deck behind the Vance Hotel) in the Downtown Overlay District and Central Business (CB). The structure is owned by Vance Hotel Partners, LLC, et al.

On May 1, 2025, Providence Partners Engineer K. Brian Cone stated the 120 West Front Street structure measuring approximately 100’ x 60’ with a two-story high wall having no roof or flooring system and with only 30’ walls and steel trusses is mostly free standing. There is some movement in the west wall with visible loose bricks and cracks due to long term water and temperature exposure. A named storm or high intensity wind event may expose the walls to winds which may cause the walls to collapse (see attached report). The Green Shell Building in conclusion is in danger of structural collapse which threatens the health, safety and welfare of the community.

Iredell County Building Standards Manager, Bradley Nicholson, concurs with K. Brian Cone, P.E. states “The open brick structure at 120 W. Front Street presents no immediate collapse hazard under normal load conditions once loose brick is removed; however, due to long-term deterioration and the potential risk during high wind events, the engineer’s recommendation to either raze the structure or restrict public access to the adjoining sidewalk and alley until demolition is completed is appropriate”. Iredell County posted the structure as unsafe and uninhabitable.

The north wall will remain to a height of four (4) feet above the adjacent parking lot level. A protective barrier will be in place to keep travelers from driving into that area. The western wall or ramp is secured; however the eastern wall will be completely removed.

Part of the master redevelopment agreement design considered preserving the Green Shell Building wall face along W. Front Street, however this decision is at the owners’ discretion.

The tax value of the property is \$47,000. The cost of demolishing the structure will be paid for by the owner. Further site changes or new building construction of the Vance Hotel property will be in conjunction with DRC review.

If approved for demolition, the owner will obtain an Iredell County demolition permit and demolish the structure. The work will include removal and appropriate disposal of all demolition debris, filling the

pool opening in the basement floor with suitable fill, and seeding bare areas with grass seed.

After this work is completed the owner will remove the fence along W. Front Street and install an 8 ft fence along the Vance property. The fence will include a material covering.

2. Previous Council or Relevant Actions:

The owner was sent an abandoned non-residential structure 5-102. § 160D-1201. (b). violation letter September 18, 2025. A revision violation letter with the specified site in violation (Green Shell Building) was sent September 23, 2025, as requested by the owner. The owner submitted a downtown design review application September 30, 2025, for demolition approval of 118 W. Front Street and the Green Shell Building.

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

Iredell County Building Standards director posted a sign on the structure stating that it is unsafe. Demolishing the building will protect the individuals working and visiting Downtown Statesville.

4. Budget/Funding Implications:

There are no liens, back taxes are \$525.27.

5. Consequences for Not Acting:

This Green shell building will continue to deteriorate and may ultimately collapse.

6. Department Recommendation:

Staff's recommendation is to approve the demolition of the Green Shell Building.

7. Manager Comments:

Concur with the department recommendation.

8. Next Steps:

If approved, the owner will commence with demolition within 30 days. However, if the demolition agreement is not completed, the City of Statesville will bid out the demolition following City Council approval. If costs are not paid by owner, the City shall adhere to the original master development agreement (May 16, 2022, seller City of Statesville and buyer the Catellus Group LLC).

9. Attachments:

1. Site Photos_120 W Front Street
2. Providence Structural Engineer Report
3. Vance Hotel-First Amendment to Master Development Agreement-05-16-2022



Site Photo

May 5, 2025

120 W. Front Street Green Shell Building

Approximately 100' x 60'



Site Photo

May 5, 2025

Steel truss, no roof 30' hight

Green Shell Building



Site Photo

May 5, 2025

Western or Ramp free standing wall

Green Shell Building



Site Photo

May 5, 2025

Inside W. Front St wall with some steel and brick columns

Green Shell Building



Site Photo

October 15, 2025

Eastern wall shoring up ally store front and 1st floor beams

Green Shell Building



Site Photo

May 5, 2025

2 story high, loose brick supporting system for steel truss

Green Shell Building

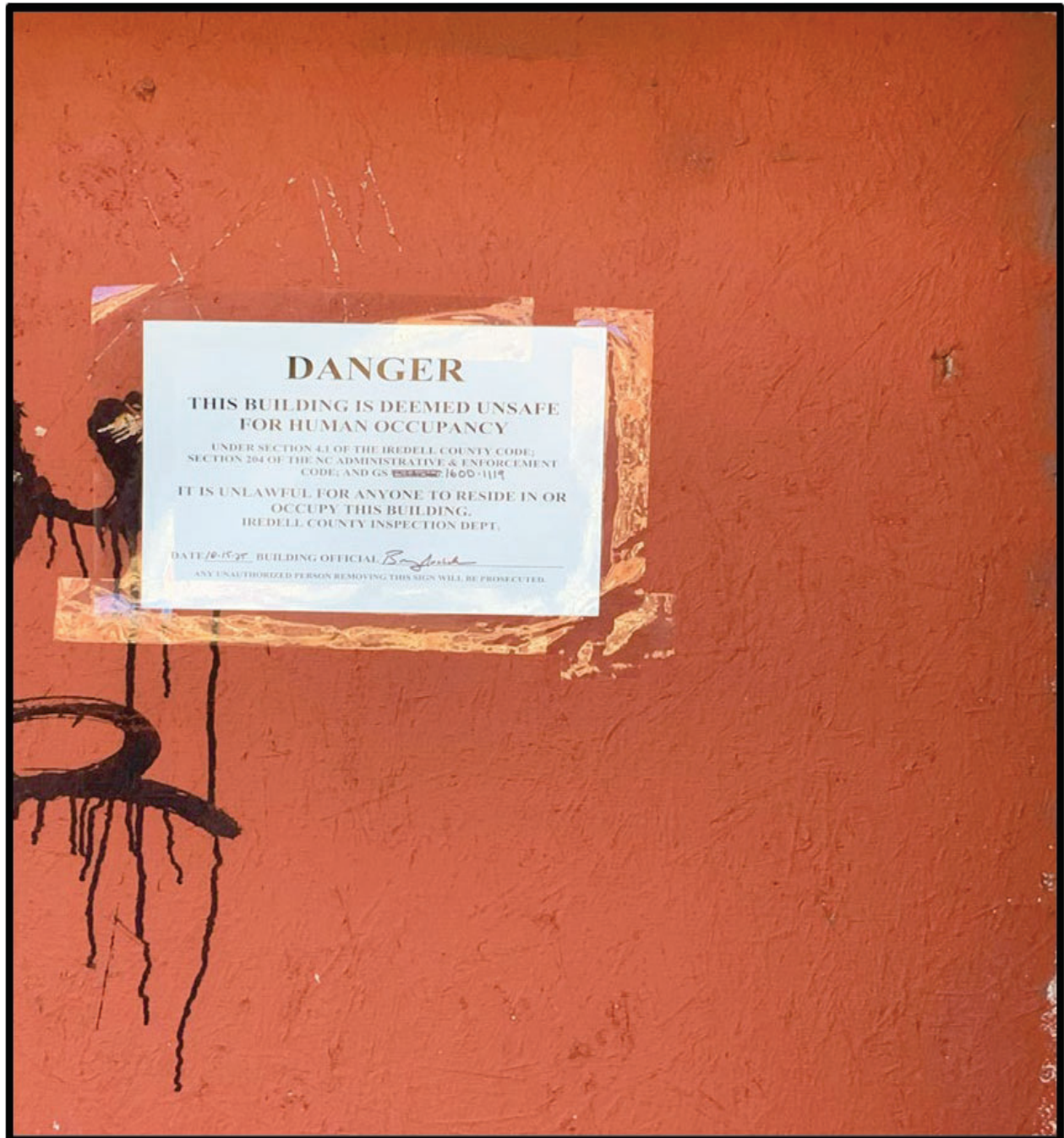


Site Photo

May 5, 2025

Large cracks are visible in in lower section

Green Shell Building



Site Photo

October 15, 2025

Iredell County Posted **DANGER**

As Unsafe and Uninhabitable



Site Photo

May 5, 2025

W. Front Street Sidewalk



May 1, 2025

Terry Miller

Project Location:

118 and 120 W Front Street
Statesville, NC

Dear Mr. Miller,

At your request, you asked about the general safety and stability of the open brick structure located at 120 W. Front Street as noted in the Iredell County GIS and the safety and stability of the porch area along the south side of 118 W Front Street. The question of safety and stability in terms of falling debris onto the nearby public sidewalk and alleyway. Also present was a drone operator who provided additional photographs of the tops of the walls around the perimeter.

Observations at 120 W Front Street:

The structure has no roof (Photograph 1). The combination of a steel internal frame and exterior multi wythe brick walls is present. The north and west sides of the structure are adjoining other elevated parking structures. The overall shell is approximately 100'x60' with two story high walls, but no floor system other than miscellaneous primary steel. The former pocketed ceiling and floor joists are visible, but all the wood is gone (Photograph 2).

The west wall is approximately 100' long and the top of this wall has loose brick visible (Photograph 3). Starting at the northwest corner, the elevated brick wall has steel trusses that are mounted to the surface near the top of the wall and near the middle. The remaining 30 foot of the wall has a different brick, and this portion of the wall is two-stories high with one upper steel truss support (Photograph 4).

The south brick wall is mostly free standing with three beams near the midspan point and one roof level joists near the center of the wall (Photograph 5). No large cracks are visible in the upper brick in this section (Photograph 6). The base of most of this wall is open.



Cracks are present between the 70' and 30' section along the west wall where the building brick changes (Photograph 7). Cracks are also present in the west wall near the north end where the corner is formed (Photographs 8 and 9).

Observations at 118 W Front Street Covered Porch Only:

The covered porch extends the length of the building along the south side. The exposed concrete elements are not cracked or displaced more than expected given the buildings age. Some cosmetic features are deteriorated and damaged.

Conclusions:

The loose brick over the west wall (over about a 60' wall section) are related to long term water and temperature exposure. Although the supports are limited in the steel system, no evidence of immediate collapse of the structure is visible. The cracks in the west wall do indicate some recent movement in the wall relative to itself and the supports, but it is currently not in peril under passive load conditions.

It is my understanding that the structure is to be razed in the future, but the issue is how urgent the demolition is for this section. Given the amount of decay over time in the brick, steel, and connections, there is no exact way to calculate the strength of the unsupported brick wall sections as it relates to high wind events. For example, a named storm or high intensity summer storm may expose the wall to wind loads from the outside or the inside that these walls were intended to be subjected too.

The pockets in the walls where joists once provided more support to the brick system and they are long been removed. These sections were never intended to be free standing. The brick along the south side appears to be more vulnerable as this section has less steel structure and has openings all along the base. Further, with any masonry structure like this, a section or area could move or collapse without a given warning, especially during or immediately after a storm event. It is my opinion that under normal load conditions, with the loose brick removed, the structure is safe. However, the risk of a 60+ wind event could impose on the unsupported brick sections, I would recommend razing the structure or keeping the sidewalk and alley off limits until the structure is to be razed. If the structure is not razed, the loose brick along the top of the west wall should be gently removed even with the alley way closed to the public.



The covered porch area along West Front Street appears to be in good condition. No evidence was found that the structural components were comprised. Cosmetic issues are present. Based on my observations, this section does not require razing and does not require the walkway to be closed.

This report covers only those systems and components expressly and specifically identified in this report. It is agreed that the report does not constitute a warranty or any structure, item, or system.

Regards,

K. Brian Cone, P.E.





Photograph 1: No roof framing is present.



Photograph 2: Pockets of the former floor and roof framing are visible.



Photograph 3: Loose brick along the top of the west wall.



Photograph 4: Upper steel supporting the tops of the west wall.



Photograph 6: Limited steel attached to the south wall.



Photograph 7: Cracks at the northwest corner of the wall.



Photograph 8: Cracks at the wall intersection on the west side.



Photograph 9: Same cracked wall area as Photograph 8, as seen from the outside.



Photograph 10: Concrete porch area along the south side. No large cracks or displaced concrete visible.



Photograph 11: Deterioration in the cosmetic surface of the porch area.

FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT (this “**First Amendment**”) is entered into effective as of May 16, 2022 between **THE CITY OF STATESVILLE**, a North Carolina public corporate body (“**City**”), and **VANCE HOTEL PARTNERS, LLC**, a Nevada limited liability company (“**Developer**” and together with the City, the “**Parties**” and each a “**Party**”).

RECITALS:

A. City and Developer (pursuant to an assignment of rights and obligations thereunder from The Rainier Group, LLC to Vance Hotel Partners, LLC) are parties to that certain Master Development Agreement dated March 1, 2021, with respect to that certain Site having PIN #4734-95-9167 and all other items included within the definition of “Property” therein (the “**Agreement**”). Capitalized terms used and not defined in this First Amendment have the meanings given such terms in the Agreement.

B. It has become evident that the Hotel requires a new roof and structural repairs to prevent further decay of the Hotel.

C. City and Developer have agreed that City will convey the Property to Developer and that Developer will then fund the cost of the new roof.

D. City and Developer desire to amend the Agreement as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and Developer agree as follows:

1. Consideration. Developer shall remit \$47,000 to the City as consideration for the purchase of the Property by Developer (the “**Purchase Price**”) at Closing. Therefore, Section 2.1(c) is hereby deleted from the Agreement.
2. Site Description. **Exhibit A** to the Agreement is hereby updated to include the vesting deed legal description and the as-surveyed description. **Exhibit A** attached hereto shall replace and supersede the **Exhibit A** previously attached to the Agreement.
3. Project Schedule. **Exhibit C** to the Agreement is hereby updated to reflect the anticipated general development schedule as of the date hereof. **Exhibit C** attached hereto shall replace and supersede the **Exhibit C** previously attached to the Agreement.
4. Parking. In addition to the provisions set forth in the Agreement, Paragraph 2.2, the following parking provisions are added thereto:

- a. Parking Lease. The final form of parking lease is attached hereto as **Exhibit D** and incorporated herein (the “**Parking Deck Lease Agreement**”). To the extent that the terms thereof differ from the Agreement, the terms of the Parking Lease shall control. The Parking Lease obligations shall survive the Closing.
5. Due Diligence Period. Developer has provided notice of the First Extended Due Diligence Period to the City. Therefore, the First Extended Due Diligence Period shall expire on the earlier of (a) June 30, 2022, and (b) Closing.
6. Restoration List. The Parties agree that the concepts of Section 2.3(e) of the Agreement are no longer applicable and such section is hereby deleted from the Agreement upon the Closing.
7. Conditions Precedent by City. The Parties have agreed to the form of General Warranty Deed attached hereto as **Exhibit E** and incorporated herein. The Parties have further agreed to the form of Non-Warranty Deed attached hereto as **Exhibit F** and incorporated herein. Developer remains obligated to provide evidence of Developer’s financing to the City post-Closing as the City inquires. This provision to inquire about financing survive the Closing.
8. Developer’s Default. Should the Developer fail to perform its obligations hereunder, including failure to obtain a Certificate of Occupancy for the Hotel or a certificate of completion for the parking deck by May 31, 2025, the City shall be entitled to either: (1) lease the parking spaces that exist on the Property at the time of Developer’s default pursuant to the lease attached as Exhibit D; or (2) after ninety (90) days’ prior written notice to the Developer and any Mortgagee of record in the Iredell County Register of Deeds having a lien on the Property, or, in the event of any emergency after such notice as is practical under the circumstances, shall have the right to perform such obligation on behalf of the Developer. In the event that the City does give written notice of the fact and amount of such expenditure by the City, the Developer shall promptly, after being given written notice of the fact and amount of such expenditure by the City, reimburse the City for the entire cost thereof, together with interest thereon at a rate of three percent (3%) per annum within thirty (30) days upon receipt. This provision shall survive the Closing and be in addition to any remedies set forth in the Master Development Agreement, as modified hereby.
9. Closing Documents. The Parties have agreed to the final forms of various closing documents as follows:
 - a. The final form of Bill of Sale and General Assignment is attached hereto as **Exhibit G** and incorporated herein.
 - b. The final form of lien and possession affidavit from the City to Developer is attached hereto as **Exhibit H** and incorporated herein.
10. Representations and Warranties. Each Party reaffirms the representations and warranties made by it in the Agreement as of the date hereof.

11. Completion. “**Project Completion**” shall occur upon the date that a permanent certificate of occupancy is issued for the Hotel. “**Parking Completion**” means the issuance of a certificate of completion or its equivalent for the Parking Deck.
12. No Further Modifications. Except as modified by this First Amendment, the terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of any conflict between the terms of the Agreement and this First Amendment, the provisions of this First Amendment shall govern.
13. Counterparts. This First Amendment may be executed in one or more counterparts, which when taken together, shall constitute one and the same original. The parties agree that signatures transmitted by facsimile or email shall be binding as if they were original signatures.

[Signature page follows]

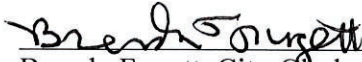
IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.



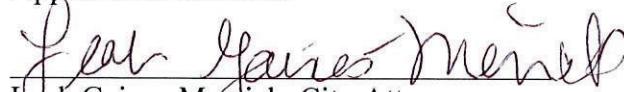
CITY OF STATESVILLE, NORTH CAROLINA [SEAL]


Constantine H. Kutteh, Mayor

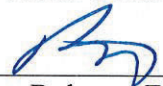
ATTEST:


Brenda Fugett, City Clerk

Approved as to Form:


Leah Gaines Messick, City Attorney

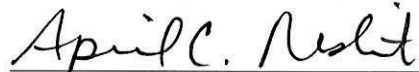
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

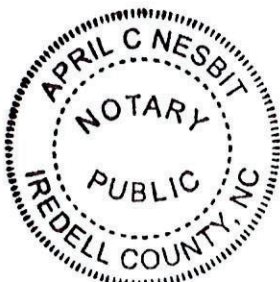

Brian Roberts, Finance Officer

STATE OF NORTH CAROLINA
IREDELL COUNTY

I, April C. Nesbit, a Notary Public of the State and City
aforesaid certify that Brenda Fugett personally came before me this day and acknowledged under
seal that she is City Clerk of the City of Statesville, and that by authority duly given and as the
act of the Council, the foregoing instrument was signed in its name by its City Manager, sealed
with the corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this 31st day of May, 2022.


Notary Public
My Commission expires: 7-23-2022



IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

VANCE HOTEL PARTNERS, LLC, a Nevada limited liability company

By: Renascent Company, Inc., its Manager Member

Stephen D. Barker, Authorized Signatory

STATE OF NORTH CAROLINA
County of MECKLENBURG

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Stephen D. Barker personally came before me this day and acknowledged under seal that he is an authorized signatory of Renascent Company, Inc., Manager Member of VANCE HOTEL PARTNERS, LLC, a Nevada limited liability company, and acknowledged, on behalf of the company, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the _____ day of _____, 2022.

Notary Public

My commission expires: _____

EXHIBIT A

Site Legal Description

Vesting Legal Description:

BEGINNING AT A POINT IN THE INTERSECTION OF THE WESTERLY MARGIN OF SOUTH CENTER STREET WITH THE NORTHERLY MARGIN OF WEST FRONT STREET IN THE CITY OF STATESVILLE, NORTH CAROLINA, AND RUNNING THENCE WITH THE NORTH MARGIN OF WEST FRONT STREET SOUTH 69 DEG 27 MIN WEST 332.62 FEET TO A POINT IN THE WESTERLY MARGIN OF AN ALLEY, RAYMER OIL'S CORNER; THENCE WITH THE WEST MARGIN OF SAID ALLEY, NORTH 21 DEG 01 MIN 45 SEC WEST 163.49 FEET TO A PK NAIL IN THE WEST MARGIN OF SAID ALLEY, IREDELL COUNTY'S CORNER; THENCE WITH IREDELL COUNTY'S LINE AS FOLLOWS: NORTH 67 DEG 25 MIN EAST 113.90 FEET TO AN IRON PIN; THENCE NORTH 22 DEG 44 MIN 50 SEC WEST 18.91 FEET TO IRON PIN; THENCE NORTH 68 DEG 01 MIN 24 SEC EAST 95.47 FEET TO AN IRON PIN IN THE WESTERLY MARGIN OF A 20 FOOT ALLEY; THENCE WITH THE WESTERLY MARGIN OF SAID ALLEY, SOUTH 22 DEG 13 MIN 16 SEC EAST 10.0 FEET TO A POINT, THENCE SOUTH 68 DEG 47 MIN WEST 21.0 FEET TO A POINT; THENCE SOUTH 22 DEG 13 MIN 16 SEC EAST 50.98 FEET TO A POINT; THENCE NORTH 68 DEG 47 MIN EAST 21.0 FEET TO POINT; THENCE ALONG THE WESTERLY MARGIN OF SAID 20 FOOT ALLEY, SOUTH 22 DEG 13 MIN 16 SEC EAST 21.0 FEET TO A RAILROAD SPIKE IN THE ORIGINAL LINE OF THE VANCE HOTEL PROPERTY; THENCE NORTH 69 DEG 47 MIN EAST 120.03 FEET TO AN IRON PIN IN THE WESTERLY MARGIN OF SOUTH CENTER STREET; THENCE WITH THE WESTERLY MARGIN OF SOUTH CENTER STREET, SOUTH 22 DEG 11 MIN EAST 106.20 FEE TO THE POINT OF BEGINNING AS SHOWN ON SURVEY DATED AUGUST 27, 1985, BY GERALD V. GRANT, RLS.

THE ABOVE DESCRIBED EMBRACES AN ALLEYWAY 10 FEET IN WIDTH LEADING NORTH FROM WEST FRONT STREET ADJACENT TO THE RAYMER OIL CO. PROPERTY. THIS CONVEYANCE INCLUDES ALL THE RIGHT, TITLE AND INTEREST WHICH THE GRANTOR HAS IN AND TO SAID ALLEY. ALSO ALL THE ALLEY RIGHTS IN THE ALLEY LEADING WEST FROM SOUTH CENTER STREET ARE INCLUDED AS ARE DESCRIBED IN DEED OF C.V. HENKEL, ET AL, TO NORTH STATE PROPERTIES, GRANTOR'S PREDECESSOR IN TITLE AT DEED BOOK 439, PAGE 161, IREDELL COUNTY REGISTRY.

THE ABOVE DESCRIBED ALLEYWAYS ARE SUBJECT TO THE JOINT USE OF OTHERS.

FOR TITLE REFERENCE SEE DEED BOOK 1346, PAGE 469, DEED BOOK 721, PAGE 846, DEED BOOK 530, PAGE 286, DEED BOOK 439, PAGE 161, DEED BOOK 346, PAGE 392, DEED BOOK 343, PAGE 114, AND DEED BOOK 391, PAGE 210, ALL OF IREDELL COUNTY REGISTRY.

As-Surveyed Legal Description:

ALL OF THE LANDS OF THE CITY OF STATESVILLE, AS RECORDED IN DEED BOOK 2184, PAGE 670, PUBLIC REGISTRY OF IREDELL COUNTY, NORTH CAROLINA, SAID LANDS LYING IN THE CITY OF STATESVILLE, IREDELL COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NCGS MONUMENT "L 44 RESET", HAVING NC GRID COORDINATES OF N 742733.915 US FEET AND E 1440993.676 US FEET, NAD 83 / 2011, AVERAGE COMBINED GRID FACTOR 0.999875987;

THENCE N 18°19'39" W A GROUND DISTANCE OF 2557.32 FEET TO A FOUND MAG NAIL AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF S CENTER STREET – STATE HIGHWAY 115, AND THE NORTHERLY RIGHT OF WAY OF W FRONT STREET – US HIGHWAY 64, SAID INTERSECTION BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;

THENCE S 69°57'59" W ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 332.20 FEET TO A FOUND MAG NAIL, ON THE WESTERLY RIGHT OF WAY LINE OF A 10 FOOT PUBLIC ALLEY, COMMON CORNER WITH THE CITY OF STATESVILLE, AS DESCRIBED IN DEED BOOK 1399, PAGE 2484 OF SAID PUBLIC REGISTRY;

THENCE N 20°58'59" W ALONG THE WESTERLY RIGHT OF WAY OF SAID 10 FOOT PUBLIC ALLEY, COMMON LINE WITH SAID CITY OF STATESVILLE AND THE CITY OF STATESVILLE, AS DESCRIBED IN DEED BOOK 1794, PAGE 2197, A DISTANCE OF 164.09 FEET TO A FOUND MAG NAIL, COMMON CORNER WITH SAID CITY OF STATESVILLE, AND IREDELL COUNTY, AS DESCRIBED IN DEED BOOK 95, PAGE 135 AND IN A BOUNDARY LINE AGREEMENT BETWEEN IREDELL COUNTY AND C. V. HENKEL, AS DESCRIBED IN DEED BOOK 391, PAGE 210 ALL BEING RECORDED IN SAID PUBLIC REGISTRY;

THENCE N 68°10'14" E ALONG THE COMMON LINE WITH SAID IREDELL COUNTY, PASSING THROUGH A FOUND MAG NAIL ON THE EASTERLY RIGHT OF WAY LINE OF SAID 10 FOOT PUBLIC ALLEY AT DISTANCE OF 10.00 FEET, A TOTAL DISTANCE OF 114.71 FEET TO A FOUND 0.25 INCH SQUARE BAR BENT, COMMON CORNER WITH SAID IREDELL COUNTY;

THENCE N 22°15'30" W ALONG THE COMMON LINE WITH SAID IREDELL COUNTY, A DISTANCE OF 18.77 FEET TO A FOUND #3 REBAR, COMMON CORNER WITH SAID IREDELL COUNTY AS DESCRIBED IN DEED BOOK 115, PAGE 503 AND IN A BOUNDARY LINE AGREEMENT BETWEEN IREDELL COUNTY AND C. V. HENKEL, AS DESCRIBED IN DEED BOOK 391, PAGE 210, ALL BEING RECORDED IN SAID PUBLIC REGISTRY;

THENCE N 68°29'03" E ALONG THE COMMON LINE WITH SAID IREDELL COUNTY, A DISTANCE OF 95.48 FEET TO A FOUND #4 REBAR ON THE WESTERLY RIGHT OF WAY LINE OF A 20 FOOT PUBLIC ALLEY, COMMON CORNER WITH SAID IREDELL COUNTY;

THENCE S 21°43'54" E ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID ALLEY A DISTANCE OF 10.03 FEET TO A FOUND #4 REBAR, COMMON CORNER WITH 216 S CENTER LP AS DESCRIBED IN DEED BOOK 2526, PAGE 1946 OF SAID PUBLIC REGISTRY;

THENCE S 69°01'09" W ALONG THE COMMON LINE WITH SAID 216 S CENTER LP, A DISTANCE OF 21.01 FEET TO A FOUND #4 REBAR, COMMON CORNER WITH SAID 216 S CENTER LP;

THENCE S 21°41'24" E ALONG THE COMMON LINE OF SAID 216 S CENTER LP, A DISTANCE OF 51.11 FEET TO A FOUND MAG NAIL, COMMON CORNER WITH SAID 216 S CENTER LP;

THENCE N 68°31'41" E ALONG THE COMMON LINE WITH 216 S CENTER LP, A DISTANCE OF 21.04 FEET TO A FOUND #6 REBAR ON THE WESTERLY RIGHT OF WAY LINE OF SAID 20 FOOT PUBLIC ALLEY, COMMON CORNER OF SAID 216 S CENTER LP;

THENCE S 21°43'54" E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 21.13 FEET TO A FOUND MAG NAIL, ON THE SOUTHERLY RIGHT OF WAY LINE OF A 12 FOOT PUBLIC ALLEY;

THENCE N 70°15'54" E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 120.06 FEET TO A FOUND #4 REBAR, ON THE WESTERLY RIGHT OF WAY LINE OF SAID S CENTER STREET;

THENCE S 21°41'04" E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 106.25 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 48,813 SQUARE FEET OR 1.121 ACRES OF LAND;

ALL AS SHOWN ON A MAP OF ALTA / NSPS LAND TITLE SURVEY OF THE LANDS OF THE CITY OF STATESVILLE, DEED BOOK 2184, PAGE 670, STATESVILLE, IREDELL COUNTY, NORTH CAROLINA, PREPARED BY DUNBAR GEOMATICS GROUP, PLLC, DATED 02/27/22.

**OWNER AFFIDAVIT AND INDEMNITY AGREEMENT
(NO RECENT IMPROVEMENTS AND NO EXECUTORY CONTRACTS FOR IMPROVEMENTS)**

PARTIES: All parties identified in this section must execute this Agreement.

Owner: **City of Statesville**

(NOTE: A separate Agreement is required for each successive owner in the 120-Day Lien Period.)

PROPERTY: See Exhibit A.

Include here any real estate that is a portion of a larger, previously unsegregated tract when that area is reasonably necessary for the convenient use and occupation of Improvements on the larger tract.)

DEFINITIONS: The following capitalized terms as used in this Agreement shall have the following meanings:

- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways on the Property as defined below.
- **Labor, Services or Materials:** ALL labor, services, materials for which a lien can be claimed under NCGS Chapter 44A, Article 2, including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment entered into by Owner.
- **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner for the making of an Improvement thereon. (Note that services by architects, engineers, landscapers, surveyors, furnishers of rental equipment and contracts for construction on Property of Improvements are often provided before there is visible evidence of construction.)
- **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or deed of trust to lender in the Office of the Register of Deeds of the county in which the Property is located.
- **Owner:** City of Statesville.
- **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- **Property:** The real estate described above or on Exhibit A and any leaseholds, tenements, hereditaments, and improvements placed thereon.
- All defined terms shall include the singular or plural as required by context.

AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a purchaser and/or the making of a loan by a lender secured by a deed of trust encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials; Owner first being duly sworn, deposes, says and agrees:

1. Certifications: Owner certifies that at no time during the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for Improvements to the Property (including architectural, engineering, landscaping or surveying services or materials or rental equipment for which a lien can be claimed under NCGS Chapter 44A) nor have any Labor, Services or Materials been furnished on the Property prior to the 120-Day Lien Period that will or may be completed after the date of this affidavit OR only minor repairs and/or alterations to pre-existing Improvements have been made and Owner certifies such repairs and/or alterations have been completed and those providing Labor, Services or Materials for the repairs have been paid in full. The Owner further certifies that no Mechanics Lien Agent has been appointed by Owner.

2. Reliance and Indemnification: This Agreement may be relied upon by the purchaser in the purchase of the Property, a lender to make a loan secured by a deed of trust encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner and anyone claiming by, through or under Owner.

Owner agrees to indemnify and hold purchaser, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses, which the purchaser, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the certifications of Owner made herein or in enforcement of the Company's rights hereunder.

3. Tenants: Owner further certifies that there are no tenants or other parties in possession of the Property pursuant to oral or unrecorded leases.

4. Gap: In consideration of the Company issuing its policy or policies without making exception therein of matters which may arise between the most recent effective date of the title commitment (the last date upon which the search of title is effective) and the date the documents creating the interest being insured have been filed for record and which matters may constitute an encumbrance on or affect said title, the undersigned agrees to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title (collectively, "objection(s) to title") which may arise or be filed, as the case may be, against the Property during the period of time between the most recent effective date of title commitment and date of recording of all closing instruments, and to hold harmless and indemnify the Company against all expenses, costs and reasonable attorneys fees which may arise out of its failure to so remove, bond or otherwise dispose of any said objection(s) to title.

[Signature Page Follows]

PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE

IN WITNESS WHEREOF, Grantor has duly executed this Agreement by its duly authorized representative.

CITY OF STATESVILLE, NORTH CAROLINA [SEAL]

Constantine H. Kutteh
Constantine H. Kutteh, Mayor



ATTEST:

Brenda Fugett
Brenda Fugett, City Clerk

Approved as to Form:

Leah Gaines Messick
Leah Gaines Messick, City Attorney

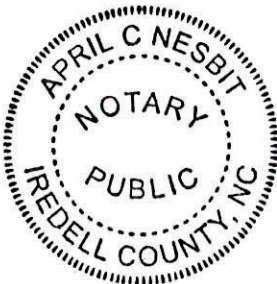
STATE OF NORTH CAROLINA
IREDELL COUNTY

I, April C. Nesbit, a Notary Public of the State and City aforesaid certify that Brenda Fugett personally came before me this day and acknowledged under seal that she is City Clerk of the City of Statesville, and that by authority duly given and as the act of the Council, the foregoing instrument was signed in its name by its City Manager, sealed with the corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this 31st day of May, 2022.

April C. Nesbit
Notary Public

My Commission expires: 7-23-2022



ID	Task Name	Duration	Start	Finish	2022	2023	2024	2025
1	DESIGN	240 days	Mon 1/3/22	Fri 12/2/22	1/3	DESIGN		
2	Design Documents	120 days	Mon 1/3/22	Fri 6/17/22	1/3	Design Documents		
3	Construction Documents	90 days	Mon 6/20/22	Fri 10/21/22	6/20	Construction Documents		
4	Interior Design	120 days	Mon 6/20/22	Fri 12/2/22	6/20	Interior Design		
5	PERMITTING	85 days	Mon 9/26/22	Fri 1/20/23	9/26	PERMITTING		
6	Preliminary Submittal / Review w/ Code Enforcement	7 days	Mon 9/26/22	Tue 10/4/22	9/26	Preliminary Submittal / Review w/ Code Enforcement		
7	Plan Review / Approval	60 days	Mon 10/24/22	Fri 1/13/23	10/24	Plan Review / Approval		
8	Permit Pickup	5 days	Mon 1/16/23	Fri 1/20/23	1/16	Permit Pickup		
9	DEMOLITION	120 days	Mon 7/18/22	Fri 12/30/22	7/18	DEMOLITION		
10	Parking Deck - Selective Demo	60 days	Mon 7/18/22	Fri 10/7/22	7/18	Parking Deck - Selective Demo		
11	Existing Building - Interior Selective Demo	120 days	Mon 7/18/22	Fri 12/30/22	7/18	Existing Building - Interior Selective Demo		
12	CONSTRUCTION - SITEWORK	295 days	Mon 1/16/23	Fri 3/1/24	1/16	CONSTRUCTION - SITEWORK		
13	Mobilize	30 days	Mon 1/16/23	Fri 2/24/23	1/16	Mobilize		
14	Site Prep / Demo	30 days	Mon 1/16/23	Fri 2/24/23	1/16	Site Prep / Demo		
15	Utilities	30 days	Mon 6/19/23	Fri 7/28/23	6/19	Utilities		
16	Handscaping/Landscaping	45 days	Mon 1/1/24	Fri 3/1/24	1/1	Handscaping/Landscaping		
17	CONSTRUCTION - PARKING DECK	300 days	Mon 2/27/23	Fri 4/19/24	2/27	CONSTRUCTION - PARKING DECK		
18	Foundations	90 days	Mon 2/27/23	Fri 6/30/23	2/27	Foundations		
19	Structure	120 days	Mon 7/3/23	Fri 12/15/23	7/3	Structure		
20	Finishes	90 days	Mon 12/18/23	Fri 4/19/24	12/18	Finishes		
21	CONSTRUCTION/RENOVATION - BUILDING	310 days	Mon 2/27/23	Fri 5/3/24	2/27	CONSTRUCTION/RENOVATION - BUILDING		
22	Framing	120 days	Mon 2/27/23	Fri 8/11/23	2/27	Framing		
23	PME Rough-ins	120 days	Mon 3/13/23	Fri 8/25/23	3/13	PME Rough-ins		
24	Finishes	90 days	Mon 8/28/23	Fri 12/29/23	8/28	Finishes		
25	FF&E	90 days	Mon 1/1/24	Fri 5/3/24	1/1	FF&E		
26	PME Trim Out / Inspections	45 days	Mon 1/1/24	Fri 3/1/24	1/1	PME Trim Out / Inspections		
27	COMMISSIONING	60 days	Mon 2/12/24	Fri 5/3/24	2/12	COMMISSIONING		
28	Test & Balance	30 days	Mon 2/12/24	Fri 3/22/24	2/12	Test & Balance		
29	O & M Manuals	30 days	Mon 2/12/24	Fri 3/22/24	2/12	O & M Manuals		
30	Owner Training	60 days	Mon 2/12/24	Fri 5/3/24	2/12	Owner Training		
31	HOTEL OPERATOR MOVE-IN	60 days	Mon 5/6/24	Fri 7/26/24	5/6	HOTEL OPERATOR MOVE-IN		
32	Setup Guest Rooms	60 days	Mon 5/6/24	Fri 7/26/24	5/6	Setup Guest Rooms		
33	Setup Common Area	30 days	Mon 5/6/24	Fri 6/14/24	5/6	Setup Common Area		
34	Setup Back of House	60 days	Mon 5/6/24	Fri 7/26/24	5/6	Setup Back of House		

EXHIBIT D

Parking Lease

PARKING DECK LEASE AGREEMENT

THIS PARKING DECK LEASE AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2022, by and between the **CITY OF STATESVILLE, NORTH CAROLINA**, a public body corporate and politic (the "**City**"), and **THE RAINER GROUP, LLC**, a Michigan limited liability company ("**Developer**" and together with the City, the "**Parties**" and each a "**Party**").

RECITALS:

WHEREAS, Developer was selected through private negotiation to facilitate development and construction of an existing but deteriorated hotel (the "**Hotel**") and parking facility containing four parking levels (the "**Parking Deck**"); and

WHEREAS, Developer and the City entered into a Master Development Agreement dated March 1, 2021, and amended on April ____, 2022 (together the "**MDA**"), together set forth the plan for Developer's construction and development of the Hotel and Parking Deck; and

WHEREAS, in accordance with the MDA, Developer will retain fee simple ownership of the land on which the Parking Deck is constructed and will own the improvements constituting the Parking Deck; and

WHEREAS, Developer will construct approximately sixty (60) hotel rooms within the Hotel which will be situated to the east of the Parking Deck, and will require a certain number of parking spaces for use by the Hotel. The Parties acknowledge that Developer could not construct the Hotel without the assurance of long-term access to parking spaces in the Parking Deck; and

WHEREAS, Developer will construct a Parking Deck that has three split levels of parking; and

WHEREAS, considerable economic benefit is expected to accrue to the City from Developer's construction of the Hotel and Parking Deck, and the Parties desire for Developer to provide a long term lease of a portion of the spaces in the Parking Deck for the public; and

WHEREAS, Developer is agreeable to leasing to the City twenty (20) parking spaces in the Parking Deck as provided herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Lease of Parking Spaces.** During the Term (as defined below), Developer hereby leases to the City, and the City hereby leases from Developer, twenty (20) parking spaces in the Parking Deck (the "**Public Spaces**") subject to the following terms and conditions:

(a) Four (4) of the Public Spaces shall be reserved for and designated as handicapped parking.

(b) The Public Spaces shall be designated with signage as spaces available for public parking and accessible by the public.

2. Rent. The City shall pay to Developer One Dollar (\$1.00) per annum with actual payment thereof waived during the Term for the lease of the Public Spaces. The consideration for this Agreement is found in the City's conveyance of the Property as set forth in the MDA in paragraph 2.1.

3. Operation and Use.

(a) Developer and its designated operator shall operate the Parking Deck in good working order, normal wear and tear excepted, at Developer's cost and expense, subject to reimbursement hereunder, and in a manner similar to other parking facilities in the region. For the avoidance of doubt, all spaces in the Parking Deck other than the Public Spaces may be designated as private parking spaces and Developer may control access to and use thereof.

(b) Developer shall allow open access to the public for the Public Spaces at all times, i.e. twenty-four (24) hours per day, seven (7) days per week, including holidays; subject to closure of the Parking Deck or portions thereof for maintenance, repair, replacement and the Parking Rules (defined below).

(c) Use of the Parking Deck by the public shall be subject to Developer's policies and procedures and such reasonable rules and regulations as Developer may from time to time adopt (the "**Parking Rules**") which are not in contradiction to the provisions set forth herein.

4. Term. The term of this Agreement shall be for twenty (20) years from and after the date that a certificate of completion is issued for the Parking Deck.

5. Operation, Maintenance, Repair and Temporary Relocation.

(a) Developer will maintain the Parking Deck in good working condition and repair and will make such repairs, perform such preventative maintenance, structural repairs or other improvements as Developer deems reasonably necessary. In performing maintenance, repairs or replacements as Developer shall use all commercially reasonable efforts to minimize interference with the use, occupation, and enjoyment of the Public Spaces. If possible, maintenance, repairs and replacements shall be confined to the area being so maintained, repaired, or replaced. Developer will use commercially reasonable efforts to make other parking spaces available in the event of temporary closure of the Public Spaces for the purposes of maintenance, repair, or replacement.

(b) Developer shall provide and maintain commercially reasonable interior and exterior illumination sufficient to illuminate the Parking Deck and all means of pedestrian and

vehicular access and egress thereto and therefrom, during all twilight and evening hours of operation.

(c) Developer shall have standard signs in and around the Parking Deck as required for safe and orderly flow of pedestrian and vehicular traffic.

(d) The Parties acknowledge that the design and operational plan of the Parking Deck is not complete at the time of the execution of this Agreement.

(e) The City shall reimburse Developer for its pro rata share of the costs and expenses incurred by Developer with respect to the payment of taxes, insurance and the costs of maintenance and repair of the Parking Deck. As used herein "pro rata share" shall equal the percentage derived by (a) 100 multiplied by (b) 20 divided by the total number of parking spaces in the Parking Deck. Annually, Developer shall deliver to the City as statement of such costs and expenses with reasonable backup documentation. The City shall remit payment therefor to Developer within sixty (60) days after receiving such statement.

6. Damage to the Garage. In the event of any damage or destruction of all or any portion of the Parking Deck, Developer shall undertake promptly to repair and/or rebuild the Parking Deck, subject to Developer's receipt of the associated insurance proceeds, any required lender approval and all permits required by applicable law.

7. Default by the City. The following event shall constitute a default hereunder by either party (each of the following events is hereinafter referred to as "**Default**"):

(a) The failure or refusal by the City to perform any of its other covenants or obligations hereunder within sixty (60) days after written notice of nonperformance is given by Developer to the City; provided, however, that if such failure to perform cannot reasonably be cured within sixty (60) days, the City shall not be in default if it commences within sixty (60) days steps reasonably calculated to cure the nonperformance and in good faith pursues those steps diligently and in good faith to completion (not to exceed ninety (90) days).

(b) The failure or refusal by Developer to perform any of its other covenants or obligations hereunder within sixty (60) days after written notice of nonperformance is given by the City to Developer; provided, however, that if such failure to perform cannot reasonably be cured within sixty (60) days, Developer shall not be in default if it commences within sixty (60) days steps reasonably calculated to cure the nonperformance and in good faith pursues those steps diligently and in good faith to completion (not to exceed ninety (90) days).

8. Force Majeure. A delay in, or failure of, performance by any party, shall not constitute a default, nor shall Developer or the City be held liable for loss or damage, or be in breach of this Agreement, if and to the extent that such delay, failure, loss or damage is caused by an occurrence beyond the reasonable control of such party, and its agents, employees, contractors, subcontractors, and consultants, including results from Acts of God or the public enemy, compliance with any order or request of any governmental authority or person authorized to act therefore, acts of declared or undeclared war, public disorders, rebellion, sabotage, revolution, earthquake, floods,

riots, strikes, labor or equipment difficulties, delays in transportation, inability to obtain necessary materials or equipment or permits due to existing or future laws, rules or regulations of governmental authorities or any other causes, whether direct or indirect, and which by the exercise of reasonable diligence said party is unable to prevent. For purposes of this Agreement any one delay caused by any such occurrence shall not be deemed to last longer than six (6) months and the party claiming delay caused by any and all such occurrences shall give the other party written notice of the same within thirty (30) days after the date such claiming party learns of or reasonably should have known of such occurrence. Notwithstanding anything else set forth above, after a total of nine (9) months of delays of any type have been claimed by a party as being subject to force majeure, no further delays or claims of any type shall be claimed by such party as being subject to force majeure and/or being an excusable delay.

9. Insurance Requirements. Developer shall maintain the insurance coverage as set forth in Exhibit "A" attached and incorporated into this Agreement and provide the proof of such insurance coverage as called for in Exhibit "A", including workers' compensation coverage if Developer hires any employees. If Exhibit "A" coverage exceeds reasonable insurance requirements for a parking deck, serving the intended purposes, then the City and Developer will agree on acceptable coverage. Such insurance coverage shall be obtained at Developer's sole expense and maintained during the Term and shall be effective prior to the beginning of any performance by Developer or others under this Agreement. All insurance companies providing the coverages required hereunder must be lawfully authorized to do business in North Carolina and be acceptable to the City's risk manager, in its reasonable discretion. Certificates evidencing required insurance shall be delivered to the City prior to the Commencement Date or opening date of the garage, whichever is later and upon renewal of the applicable policies. Notice of cancellation or reduction or elimination of coverage shall be provided to additional insureds in accordance with the terms of the applicable policy.

10. Indemnity.

(a) *City Indemnity.* To the extent permitted by law, City hereby assumes liability for, and shall indemnify, protect, defend, save and keep harmless Developer, its leasehold mortgagees, and their respective affiliates, officers, directors, employees, agents, contractors, subcontractors, licensees and invitees (individually a "**Developer Indemnitee**" and collectively "Developer Indemnitees") from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees actually incurred), whenever they may be suffered or incurred by, imposed on or asserted against a Developer Indemnitee, as applicable (collectively, "**Developer Claims**"), arising out of or resulting from: (i) any default, breach, violations, or nonperformance by City under this Agreement (including breach of any representation, warranty or covenant of City contained herein); of (ii) any negligent act or omission of City, including, without limitation, injury to or death of any person or damage to property arising out of any work, construction, reconstruction, restoration, maintenance, repair or other work to be done hereunder by City, except in all cases to the extent such Developer Claims are caused by the negligent act or omission or willful misconduct of Developer or Developer Indemnitees. The provisions of this Section 11(a) shall survive the expiration or earlier termination of this Agreement.

(b) *Developer Indemnity.* Developer hereby assumes liability for, and shall indemnify, protect, defend, save and keep harmless City and their respective affiliates, officers, directors, employees, agents, contractors, subcontractors, licensees and invitees (individually a “**City Indemnitee**” and collectively “**City Indemnites**”) from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees actually incurred), whenever they may be suffered or incurred by, imposed on or asserted against a City Indemnitee, as applicable (collectively, “**City Claims**”), arising out of or resulting from: (i) any default, breach, violations, or nonperformance by Developer under this Agreement (including breach of any representation, warranty or covenant of Developer contained herein); of (ii) any negligent act or omission of Developer, including, without limitation, injury to or death of any person or damage to property arising out of any work, construction, reconstruction, restoration, maintenance, repair or other work to be done hereunder by Developer, except in all cases to the extent such City Claims are caused by the negligent act or omission or willful misconduct of City or City Indemnites. The provisions of this Section 11(a) shall survive the expiration or earlier termination of this Agreement.

11. Title to Property; Memorandum.

(a) Developer covenants that it has full right to enter into this Agreement as of the date hereof and Developer is or will be seized in fee simple of and have good and marketable title to the Garage, subject to any recorded liens, leases, encumbrances, easements, covenants, conditions and restrictions and existing zoning and other state and local requirements, none of which shall prevent Developer from performing its obligations hereunder.

(b) Upon City’s request, Developer will execute and deliver to the City an original memorandum of this Agreement in form reasonably satisfactory to City and Developer, and City may record the memorandum in the land records of the County of Iredell, North Carolina. City will pay all recording taxes or fees required in connection with recording such memorandum.

12. Attorneys’ Fees. In the event of any litigation between City and Developer arising out of this Agreement, each party shall bear its own expense.

13. Assignment. This Agreement and the rights and obligations hereunder shall be appurtenant to and run with title to the Parking Deck.

14. Notices. Except where other forms of notice are expressly and specifically authorized in this Agreement, all notices or other communications required or desired to be. Given with respect to this Agreement shall be in writing and shall be addressed as follows:

To the City: City of Statesville
 Attn: City Manager
 PO Box 1111
 Statesville, NC 28687
 Attn: Ron Smith

With a Copy To: City of Statesville

Attn: City Attorney
PO Box 1111
Statesville, NC 28687

To Developer: The Rainer Group, LLC
Attn: Stephen D. Barker
Charlotte, NC 28203

With a Copy To: Alexander Ricks, PLLC
Attn: Emily B. Reynolds
1420 East 7th Street, Suite 100
Charlotte, NC 28204

Any communication so addressed shall be deemed duly served when received or when mailed by certified mail, postage prepaid, return receipt requested.

15. MDA. This Agreement is expressly conditioned on the execution, delivery and performance of the MDA by the Parties.

16. Dispute Resolution. Disputes arising under this Agreement shall be first mediated between the Parties. Disputes resulting in an unsuccessful mediation shall be determined in the state courts of North Carolina with its venue in Iredell County.

17. Iran Divestment Act Certification. Developer certifies that as of the execution of the MDA Developer was not identified on the Iran List. If it did not submit a bid for this Agreement, Developer certifies that as of the date that this Agreement is entered, Developer is not identified on the Iran List. It is a material breach of this Agreement for Developer to be identified on the Iran List during the term of this Agreement or to utilize on this Agreement any contractor or subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section – “Iran List” means the Final Divestment List – Iran, the Parent and Subsidiary Guidance List – Iran, and all other lists issued from time to time by the N.C. State Treasurer to comply with N.C.G.S. §143C-6A-4 of the N.C. Iran Divestment Act.

18. Entire Agreement. This Agreement, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties hereto with respect to the matters addressed herein and supersedes all prior understandings and writings, and this Agreement may be amended or modified only by a writing signed by City and Developer.

19. Miscellaneous.

- a. The obligations of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Any such successors and assigns shall be deemed to have assumed and agreed to perform all obligations under this Agreement arising from and after such assignment.

- b. If any provisions of this Agreement shall be held invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.
- c. This Agreement and the rights of the Parties hereunder shall be interpreted in accordance with the laws of the State of North Carolina.
- d. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

CITY:

City of Statesville, North Carolina

By: _____

Constantine H. Kutteh, Mayor



ATTEST:

Brenda Fugett, City Clerk

Brenda Fugett, City Clerk

APPROVED AS TO FORM:

Leah Gaines Messick, City Attorney

Leah Gaines Messick, City Attorney

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

Brian Roberts, Finance Officer

Brian Roberts, Finance Officer

NORTH CAROLINA

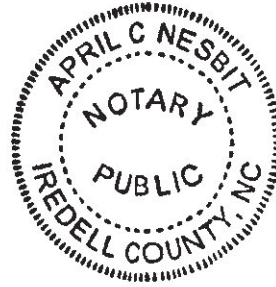
IREDELL COUNTY

I, April C. Nesbit, a Notary Public of said County and State, certify that Brenda Fugett, who is known to me, personally came before me this day and acknowledged that she is the Clerk of 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 Chairman, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and seal this 31st day of May, 2022.

April C. Nesbit
Notary Public

My Commission Expires: 7-23-2022



DEVELOPER:

The Rainer Group, LLC, a Michigan limited liability company

By: CIBIX Management, Inc., Manager Member
Stephen D. Barker, President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Steven D. Barker personally came before me this day and acknowledged under seal that he is the President of CIBIX Management, Inc., Manager Member of THE RAINER GROUP, LLC, a Michigan limited liability company, and acknowledged, on behalf of the company, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the _____ day of _____, 2022.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

A. Insurance Coverage

Developer shall obtain insurance to satisfy the requirements hereunder. The policies shall be with companies authorized to do business in North Carolina and rated "A" or above by A.M. Best Company. Developer, individually or by and through its subcontractors, shall satisfy the following requirements and provide the following coverage:

(a) General Requirements.

1. Developer shall name the City as an additional insured under the liability policies required by this section.
2. Developer's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City of all loss or damage arising from Developer's operations under this Agreement. Developer and each of its subcontractors shall and does waive all rights of subrogation against the City.
3. City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Developer and/or subcontractor providing such insurance.
4. Developer shall provide the City with certificates of insurance and endorsements documenting that the insurance requirements – set forth in this paragraph have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. Developer shall further provide such certificates of insurance to the City at any time required by the City after the execution of this Agreement and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of Developer shall not relieve Developer of its obligation to meet the insurance requirements set forth in this Agreement.

(b) Types of Insurance

1. **Automobile Liability.** Bodily injury and property damage liability covering all owned and non-owned and hired automobiles for limits of not less than \$1,000,000.00 bodily injury each person, each accident and \$1,000,000.00 combines single limit bodily injury and property damage.
2. **Commercial General Liability.** Bodily injury and property damage liability as shall protect Developer and any subcontractor performing work under this Agreement, from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by Developer, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance

shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Agreement.

3. Workers' Compensation Insurance. Developer shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.
4. Certificates of all required insurance and endorsements shall be furnished to the City and shall contain the provision that the City will be given thirty (30) day advance written notice of any intent to amend or terminate by either the insurance or the insuring company.
5. Failure to maintain the insurance coverage required in this paragraph is a material default subject to termination of this Agreement.

B. Notice of Cancellation

Developer shall notify the City, in writing immediately upon learning of cancellation or reduction of the insurance afforded by its policy.

Garage Construction Insurance:

In addition to the above, property insurance on a builder's "all risk" or equivalent policy in the amount of the contract amount plus the value of any subsequent modifications, cost of materials supplied or installed on a replacement cost basis.

EXHIBIT E

General Warranty Deed

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:	\$94.00
Parcel ID:	4734-95-9167
Mail/Box to:	Grantee
Prepared by:	Alexander Ricks, PLLC, 1420 E. 7 th Street, Suite 100, Charlotte, NC 28204
Brief description for the Index:	226 South Center Street, Statesville, NC 28687

THIS GENERAL WARRANTY DEED ("Deed") is made on the ____ day of _____ 2022, by and between:

GRANTOR	GRANTEE
CITY OF STATESVILLE, a North Carolina Public Corporate Body Post Office Box 1111 Statesville, NC 28687	VANCE HOTEL PARTNERS, LLC a Nevada Limited Liability Company 501 East Boulevard Charlotte, NC 28203

FOR VALUABLE CONSIDERATION paid by Grantee, the receipt and legal sufficiency of which is acknowledged, Grantor by this Deed does hereby grant, bargain, sell and convey to Grantee, in fee simple, all that certain lot, parcel of land or condominium unit in the City of Statesville, Iredell County, North Carolina and more particularly described as follows (the "Property"):

See Exhibit A attached hereto and incorporated herein by reference as if fully set forth herein.

All or a portion of the Property was acquired by Grantor by instrument recorded in Book 439 page 161 of the Iredell County Registry.

All or a portion of the Property ☐ includes or ☒ does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple. Grantor covenants with Grantee that Grantor is seized of the Property in fee simple, Grantor has the right to convey the Property in fee simple, title to the Property is marketable and free and clear of all encumbrances, and Grantor shall warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Title to the Property hereinabove described is subject to the following exceptions:

1. Taxes or assessments for the year 2022, and subsequent years, not yet due and payable
2. Utility easement to the City of Statesville recorded in Book 2804, Page 2383

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has duly executed this North Carolina General Warranty Deed, if an entity by its duly authorized representative.

CITY OF STATESVILLE, NORTH CAROLINA [SEAL]

Constantine H. Kutteh
Constantine H. Kutteh, Mayor



ATTEST:

Brenda Fugett
Brenda Fugett, City Clerk

Approved as to Form:

Leah Gaines Messick
Leah Gaines Messick, City Attorney

STATE OF NORTH CAROLINA
IREDELL COUNTY

I, April C. Nesbit, a Notary Public of the State and City aforesaid certify that Brenda Fugett personally came before me this day and acknowledged under seal that she is City Clerk of the City of Statesville, and that by authority duly given and as the act of the Council, the foregoing instrument was signed in its name by its City Manager, sealed with the corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this 31st day of May, 2022.

April C. Nesbit
Notary Public

My Commission expires: 7-23-2022

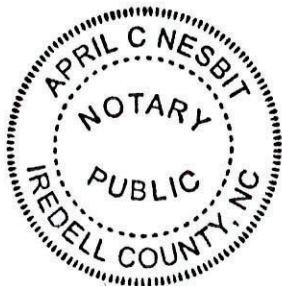


EXHIBIT A

BEGINNING AT A POINT IN THE INTERSECTION OF THE WESTERLY MARGIN OF SOUTH CENTER STREET WITH THE NORTHERLY MARGIN OF WEST FRONT STREET IN THE CITY OF STATESVILLE, NORTH CAROLINA, AND RUNNING THENCE WITH THE NORTH MARGIN OF WEST FRONT STREET SOUTH 69 DEG 27 MIN WEST 332.62 FEET TO A POINT IN THE WESTERLY MARGIN OF AN ALLEY, RAYMER OIL'S CORNER; THENCE WITH THE WEST MARGIN OF SAID ALLEY, NORTH 21 DEG 01 MIN 45 SEC WEST 163.49 FEET TO A PK NAIL IN THE WEST MARGIN OF SAID ALLEY, IREDELL COUNTY'S CORNER; THENCE WITH IREDELL COUNTY'S LINE AS FOLLOWS: NORTH 67 DEG 25 MIN EAST 113.90 FEET TO AN IRON PIN; THENCE NORTH 22 DEG 44 MIN 50 SEC WEST 18.91 FEET TO IRON PIN; THENCE NORTH 68 DEG 01 MIN 24 SEC EAST 95.47 FEET TO AN IRON PIN IN THE WESTERLY MARGIN OF A 20 FOOT ALLEY; THENCE WITH THE WESTERLY MARGIN OF SAID ALLEY, SOUTH 22 DEG 13 MIN 16 SEC EAST 10.0 FEET TO A POINT, THENCE SOUTH 68 DEG 47 MIN WEST 21.0 FEET TO A POINT; THENCE SOUTH 22 DEG 13 MIN 16 SEC EAST 50.98 FEET TO A POINT; THENCE NORTH 68 DEG 47 MIN EAST 21.0 FEET TO POINT; THENCE ALONG THE WESTERLY MARGIN OF SAID 20 FOOT ALLEY, SOUTH 22 DEG 13 MIN 16 SEC EAST 21.0 FEET TO A RAILROAD SPIKE IN THE ORIGINAL LINE OF THE VANCE HOTEL PROPERTY; THENCE NORTH 69 DEG 47 MIN EAST 120.03 FEET TO AN IRON PIN IN THE WESTERLY MARGIN OF SOUTH CENTER STREET; THENCE WITH THE WESTERLY MARGIN OF SOUTH CENTER STREET, SOUTH 22 DEG 11 MIN EAST 106.20 FEE TO THE POINT OF BEGINNING AS SHOWN ON SURVEY DATED AUGUST 27, 1985, BY GERALD V. GRANT, RLS.

THE ABOVE DESCRIBED EMBRACES AN ALLEYWAY 10 FEET IN WIDTH LEADING NORTH FROM WEST FRONT STREET ADJACENT TO THE RAYMER OIL CO. PROPERTY. THIS CONVEYANCE INCLUDES ALL THE RIGHT, TITLE AND INTEREST WHICH THE GRANTOR HAS IN AND TO SAID ALLEY. ALSO ALL THE ALLEY RIGHTS IN THE ALLEY LEADING WEST FROM SOUTH CENTER STREET ARE INCLUDED AS ARE DESCRIBED IN DEED OF C.V. HENKEL, ET AL, TO NORTH STATE PROPERTIES, GRANTOR'S PREDECESSOR IN TITLE AT DEED BOOK 439, PAGE 161, IREDELL COUNTY REGISTRY.

THE ABOVE DESCRIBED ALLEYWAYS ARE SUBJECT TO THE JOINT USE OF OTHERS.

FOR TITLE REFERENCE SEE DEED BOOK 1346, PAGE 469, DEED BOOK 721, PAGE 846, DEED BOOK 530, PAGE 286, DEED BOOK 439, PAGE 161, DEED BOOK 346, PAGE 392, DEED BOOK 343, PAGE 114, AND DEED BOOK 391, PAGE 210, ALL OF IREDELL COUNTY REGISTRY.

EXHIBIT F

Non-Warranty Deed

NORTH CAROLINA NON-WARRANTY DEED

Excise Tax:	\$0.00
Parcel ID:	4734-95-9167
Mail/Box to:	Grantee
Prepared by:	Alexander Ricks, PLLC, 1420 E. 7 th Street, Suite 100, Charlotte, NC 28204
Brief description for the Index:	226 South Center Street, Statesville, NC 28687

THIS NON-WARRANTY DEED ("Deed") is made on the ____ day of _____ 2022,
by and between:

GRANTOR	GRANTEE
CITY OF STATESVILLE, a North Carolina Public Corporate Body Post Office Box 1111 Statesville, NC 28687	VANCE HOTEL PARTNERS, LLC a Nevada Limited Liability Company 501 East Boulevard Charlotte, NC 28203

FOR VALUABLE CONSIDERATION paid by Grantee, the receipt and legal sufficiency of which is acknowledged, Grantor by this Deed does hereby grant, bargain, sell and convey to Grantee, in fee simple, all that certain lot, parcel of land or condominium unit in the City of Statesville, Iredell County, North Carolina and more particularly described as follows (the "Property"):

See Exhibit A attached hereto and incorporated herein by reference as if fully set forth herein.

All or a portion of the Property was acquired by Grantor by instrument recorded in Book 439 page 161 of the Iredell County Registry.

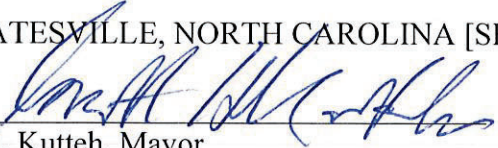
All or a portion of the Property ☐ includes or ☒ does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple. **Grantor makes no warranty of title to the Property.**

[SIGNATURE PAGE FOLLOWS]

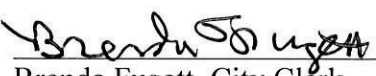
IN WITNESS WHEREOF, Grantor has duly executed this North Carolina Non-Warranty Deed, if an entity by its duly authorized representative.

CITY OF STATESVILLE, NORTH CAROLINA [SEAL]

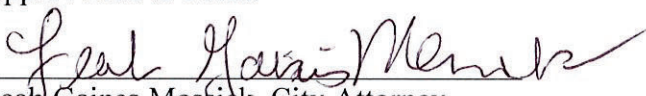

Constantine H. Kutteh, Mayor



ATTEST:


Brenda Fugett, City Clerk

Approved as to Form:


Leah Gaines Messick, City Attorney

STATE OF NORTH CAROLINA
IREDELL COUNTY

I, April C. Nesbit, a Notary Public of the State and City aforesaid certify that Brenda Fugett personally came before me this day and acknowledged under seal that she is City Clerk of the City of Statesville, and that by authority duly given and as the act of the Council, the foregoing instrument was signed in its name by its City Manager, sealed with the corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this 31st day of May, 2022.


Notary Public
My Commission expires: 7-23-2022

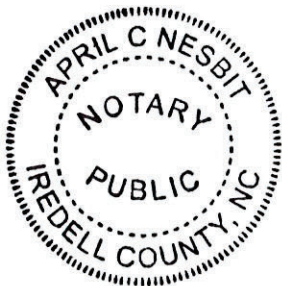


EXHIBIT A

ALL OF THE LANDS OF THE CITY OF STATESVILLE, AS RECORDED IN DEED BOOK 2184, PAGE 670, PUBLIC REGISTRY OF IREDELL COUNTY, NORTH CAROLINA, SAID LANDS LYING IN THE CITY OF STATESVILLE, IREDELL COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NCGS MONUMENT "L 44 RESET", HAVING NC GRID COORDINATES OF N 742733.915 US FEET AND E 1440993.676 US FEET, NAD 83 / 2011, AVERAGE COMBINED GRID FACTOR 0.999875987;

THENCE N 18°19'39" W A GROUND DISTANCE OF 2557.32 FEET TO A FOUND MAG NAIL AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF S CENTER STREET – STATE HIGHWAY 115, AND THE NORTHERLY RIGHT OF WAY OF W FRONT STREET – US HIGHWAY 64, SAID INTERSECTION BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;

THENCE S 69°57'59" W ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 332.20 FEET TO A FOUND MAG NAIL, ON THE WESTERLY RIGHT OF WAY LINE OF A 10 FOOT PUBLIC ALLEY, COMMON CORNER WITH THE CITY OF STATESVILLE, AS DESCRIBED IN DEED BOOK 1399, PAGE 2484 OF SAID PUBLIC REGISTRY;

THENCE N 20°58'59" W ALONG THE WESTERLY RIGHT OF WAY OF SAID 10 FOOT PUBLIC ALLEY, COMMON LINE WITH SAID CITY OF STATESVILLE AND THE CITY OF STATESVILLE, AS DESCRIBED IN DEED BOOK 1794, PAGE 2197, A DISTANCE OF 164.09 FEET TO A FOUND MAG NAIL, COMMON CORNER WITH SAID CITY OF STATESVILLE, AND IREDELL COUNTY, AS DESCRIBED IN DEED BOOK 95, PAGE 135 AND IN A BOUNDARY LINE AGREEMENT BETWEEN IREDELL COUNTY AND C. V. HENKEL, AS DESCRIBED IN DEED BOOK 391, PAGE 210 ALL BEING RECORDED IN SAID PUBLIC REGISTRY;

THENCE N 68°10'14" E ALONG THE COMMON LINE WITH SAID IREDELL COUNTY, PASSING THROUGH A FOUND MAG NAIL ON THE EASTERLY RIGHT OF WAY LINE OF SAID 10 FOOT PUBLIC ALLEY AT DISTANCE OF 10.00 FEET, A TOTAL DISTANCE OF 114.71 FEET TO A FOUND 0.25 INCH SQUARE BAR BENT, COMMON CORNER WITH SAID IREDELL COUNTY;

THENCE N 22°15'30" W ALONG THE COMMON LINE WITH SAID IREDELL COUNTY, A DISTANCE OF 18.77 FEET TO A FOUND #3 REBAR, COMMON CORNER WITH SAID IREDELL COUNTY AS DESCRIBED IN DEED BOOK 115, PAGE 503 AND IN A BOUNDARY LINE AGREEMENT BETWEEN IREDELL COUNTY AND C. V. HENKEL, AS DESCRIBED IN DEED BOOK 391, PAGE 210, ALL BEING RECORDED IN SAID PUBLIC REGISTRY;

THENCE N 68°29'03" E ALONG THE COMMON LINE WITH SAID IREDELL COUNTY, A DISTANCE OF 95.48 FEET TO A FOUND #4 REBAR ON THE WESTERLY RIGHT OF WAY LINE OF A 20 FOOT PUBLIC ALLEY, COMMON CORNER WITH SAID IREDELL COUNTY;

THENCE S 21°43'54" E ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID ALLEY A DISTANCE OF 10.03 FEET TO A FOUND #4 REBAR, COMMON CORNER WITH 216 S CENTER LP AS DESCRIBED IN DEED BOOK 2526, PAGE 1946 OF SAID PUBLIC REGISTRY;

THENCE S 69°01'09" W ALONG THE COMMON LINE WITH SAID 216 S CENTER LP, A DISTANCE OF 21.01 FEET TO A FOUND #4 REBAR, COMMON CORNER WITH SAID 216 S CENTER LP;

THENCE S 21°41'24" E ALONG THE COMMON LINE OF SAID 216 S CENTER LP, A DISTANCE OF 51.11 FEET TO A FOUND MAG NAIL, COMMON CORNER WITH SAID 216 S CENTER LP;

THENCE N 68°31'41" E ALONG THE COMMON LINE WITH 216 S CENTER LP, A DISTANCE OF

21.04 FEET TO A FOUND #6 REBAR ON THE WESTERLY RIGHT OF WAY LINE OF SAID 20 FOOT PUBLIC ALLEY, COMMON CORNER OF SAID 216 S CENTER LP;
THENCE S 21°43'54" E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 21.13 FEET TO A FOUND MAG NAIL, ON THE SOUTHERLY RIGHT OF WAY LINE OF A 12 FOOT PUBLIC ALLEY;
THENCE N 70°15'54" E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 120.06 FEET TO A FOUND #4 REBAR, ON THE WESTERLY RIGHT OF WAY LINE OF SAID S CENTER STREET;
THENCE S 21°41'04" E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 106.25 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;
CONTAINING 48,813 SQUARE FEET OR 1.121 ACRES OF LAND;
ALL AS SHOWN ON A MAP OF ALTA / NSPS LAND TITLE SURVEY OF THE LANDS OF THE CITY OF STATESVILLE, DEED BOOK 2184, PAGE 670, STATESVILLE, IREDELL COUNTY, NORTH CAROLINA, PREPARED BY DUNBAR GEOMATICS GROUP, PLLC, DATED 02/27/22.

EXHIBIT G

Bill of Sale and General Assignment

BILL OF SALE AND GENERAL ASSIGNMENT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **CITY OF STATESVILLE**, a North Carolina public corporate body ("**Seller**"), hereby bargains, sells, conveys and transfers to **THE RAINIER GROUP, LLC**, a Michigan limited liability company ("**Buyer**") with respect to the real property described on **Exhibit A** attached hereto and incorporated herein (the "**Real Property**"), all of Seller's right, title and interest in (i) all machinery, furniture, fixtures, equipment and items of personal property of Seller, if any, attached or appurtenant to, located on and used in the ownership, use, operation or maintenance of such Real Property, plus (ii) all warranties, guarantees, plans, specifications, licenses, permits, authorizations, consents, approvals and development rights, all to the extent assignable, associated with such Real Property (collectively, the "**Conveyed Property**"). Specifically excluded from this assignment are any management agreements, maintenance and service agreements and equipment leases associated with any Real Property or the Conveyed Property (the "**Excluded Property**"), any of which Seller represents have been terminated. The Conveyed Property is hereby conveyed AS-IS, WHERE-IS, WITH ALL FAULTS.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller has caused this instrument to be executed and delivered as of this ____ day of _____, 2022.

SELLER:

CITY OF STATESVILLE, NORTH CAROLINA [SEAL]

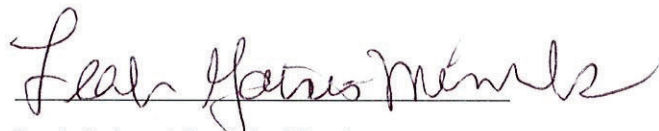

Constantine H. Kutteh, Mayor



ATTEST:


Brenda Fugett, City Clerk

Approved as to Form:


Leah Gaines Messick, City Attorney

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Herman Caulder, Assistant Planning Director
DATE: 10/22/2025 2:32 PM

ACTION NEEDED ON: November 3, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider passing the second 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 District.

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:

City Council held a public hearing at the October 20th meeting where 6 people spoke. There were over 30 people in attendance in opposition to the rezoning. City Council and the developer added a tenth condition regarding the non-removal of existing foliage in the 30 foot buffer.

The first reading of the ordinance passed 5 to 3.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

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

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

Strategic Plan Values: We value and encourage Opportunity

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.

Additional condition added at the 10/20 meeting:

10. For the entire 30 foot buffer, no existing foliage will be removed subject to the TIA. In the 15 feet buffer, the Council can approve removal of the existing foliage outside of the entrances to the development.

7. Manager Comments:

Concur with the department recommendation.

8. Next Steps:

If approved, the ordinance would be in effect as of November 3, 2025.

9. Attachments:

1. 6. Ordinance and Consistency CC Hill Haven

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 20, 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 October 9 and 16, 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 u 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, Troutmam'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 last 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 825feet 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. Rast 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 with 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 Campbell'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' SO" 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. Shafer; 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 20th day of October, 2025.

Ayes:

Nays:

The second and final reading of this ordinance was heard on the 3th day of November, 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 3th day of November, 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: 10/22/2025 2:34 PM

ACTION NEEDED ON: November 3, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing and consider passing the first reading for the annexation AX25-10 Hill Haven Subdivision for the parcels located at the intersection of Hill Haven Road and Shelton Avenue.

1. Summary of Information:

These properties are approximately 145 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 approved the first reading of the conditional rezoning (ZC25-04) at their October 20, 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: Promote the development of a range of housing types throughout our community and housing stability for residents.

Strategic Plan Values: N/A

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 first reading of this annexation request.

7. Manager Comments:

Recommend passing the first reading of this annexation request.

8. Next Steps:

If approved, the second reading will be November 17, 2025, and the annexation will be effective on November 30, 2025.

9. Attachments:

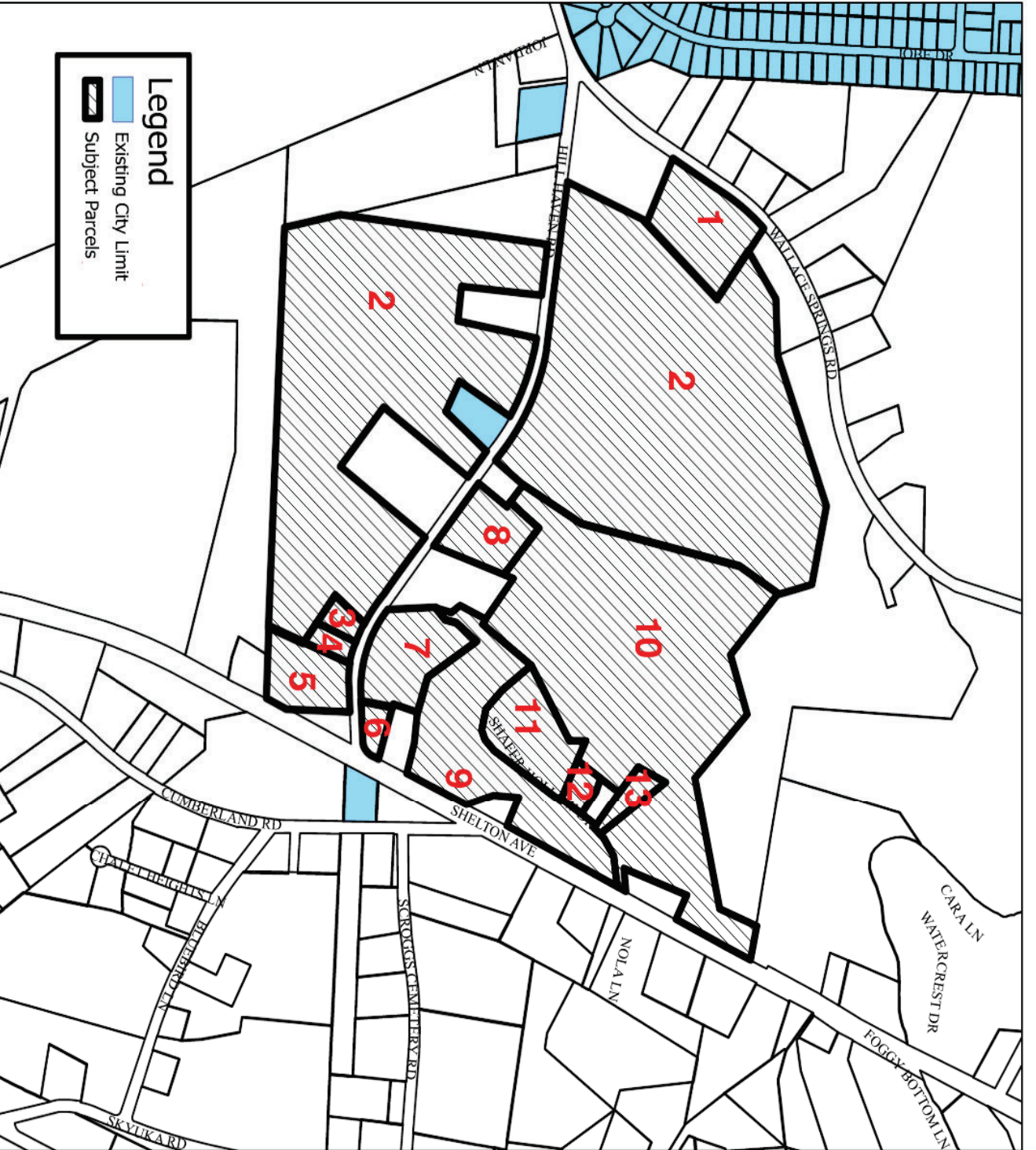
1. Packet Maps AX25-10 Hill Haven Subdivision (1)
2. Ordinance_Annexation_AX25-10 Hill Haven

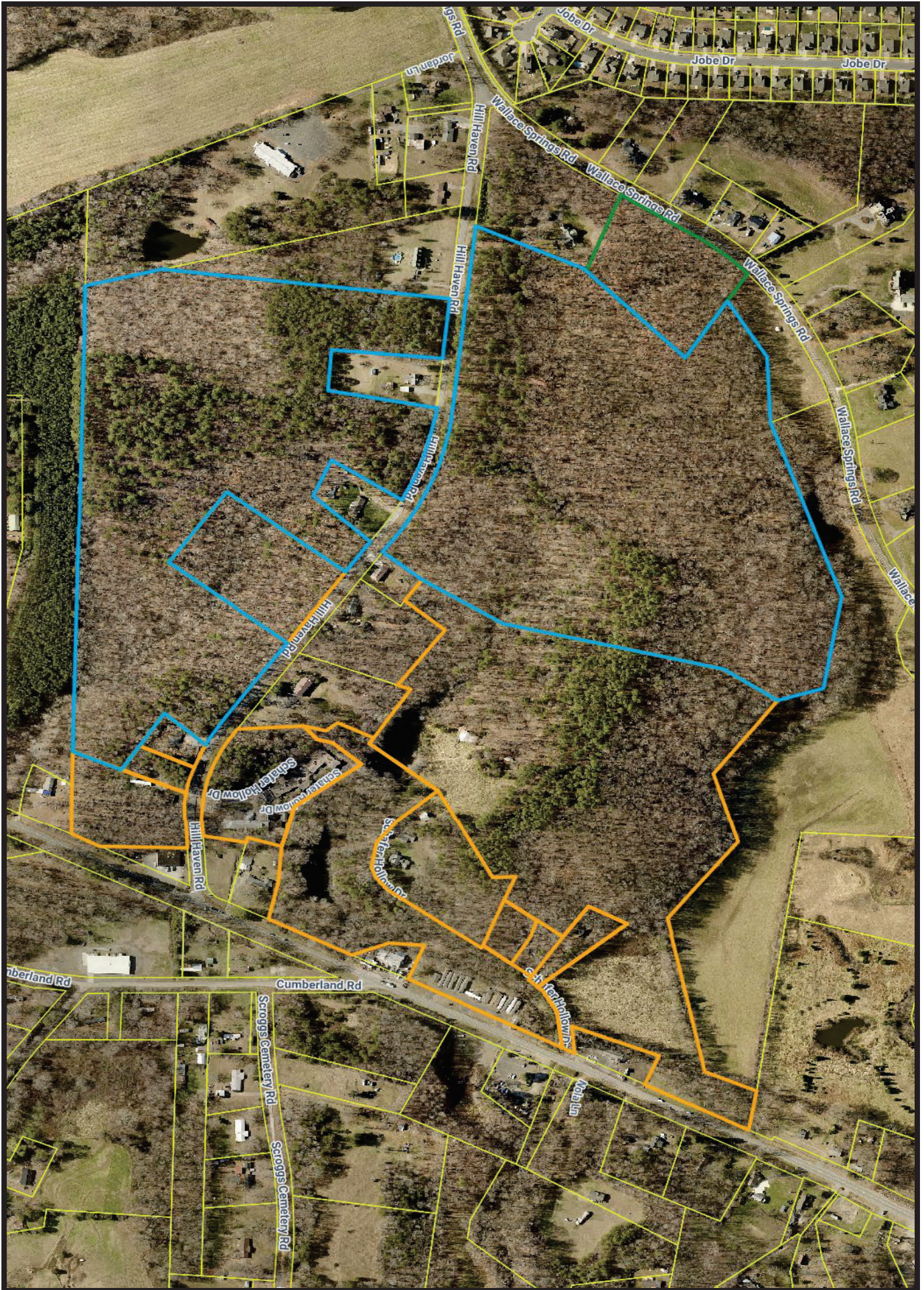
City of Statesville Planning Department

AX25-10 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,
and 4733-72-7106



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







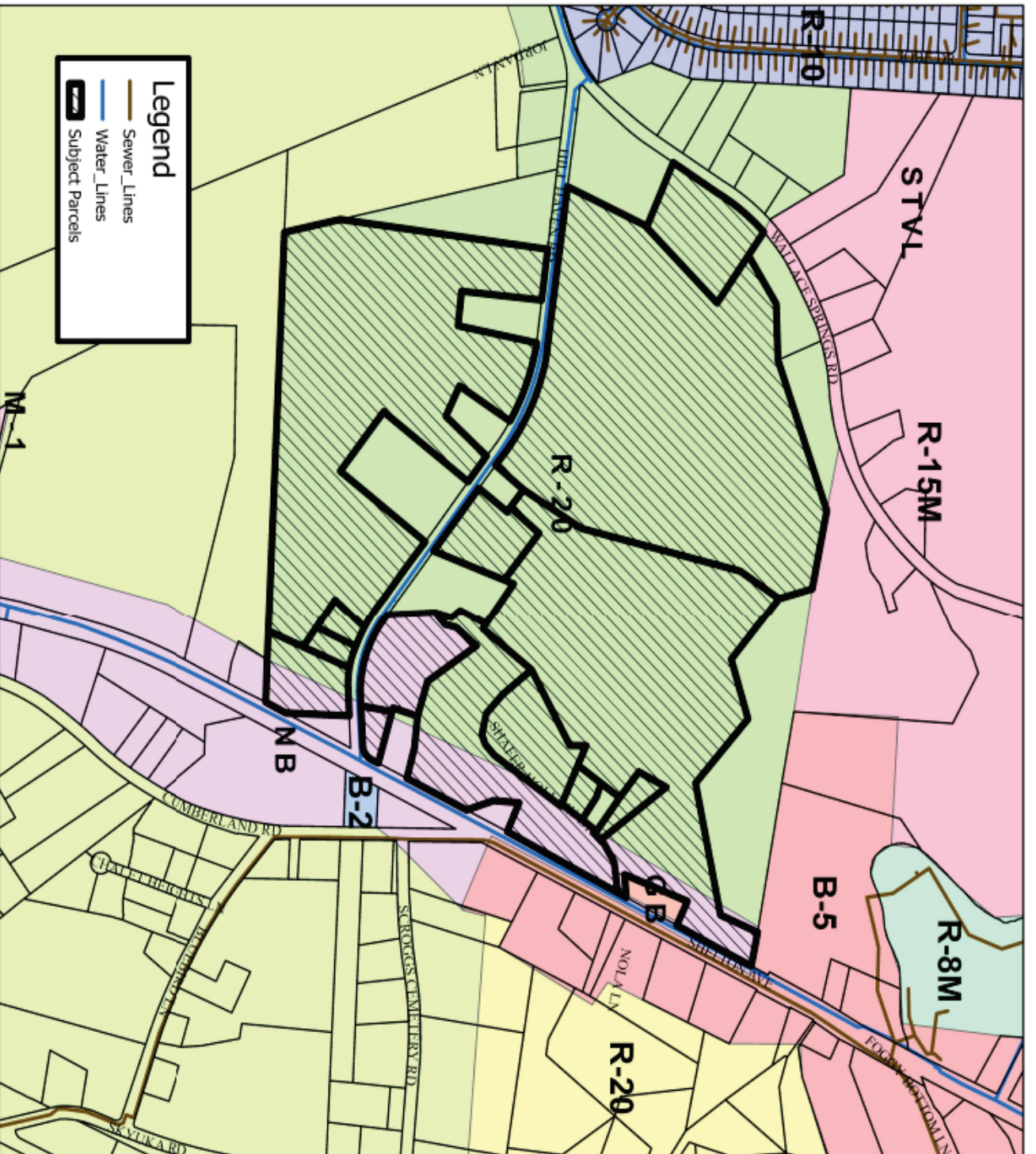
Site Photo – AX25-10 Hill Haven Subdivision

City of Statesville Planning Department

AX25-10 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,
and 4733-72-7106



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. AX25-10 Hill Haven Subdivision

Parcel #'s 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, and 4733-72-7106

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

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Statesville City Hall at 6:00 o'clock p.m. on the 3rd day of November 2025 after due notice by publication on the 23rd day of October 2025; and

WHEREAS, the Statesville City Council finds that the petition meets the requirements of G.S. 160A-58.1:

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 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 Northwesternly 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 u 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. South 84 East 264 feet to a stone; thence North 34 last 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 Fest 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. 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's line, and running thence with the old Scrogg's 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's 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 corner

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 with 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 Southernmost 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 Campbell'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' SO" 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. Shafer; 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

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 3rd day of November 2025.

AYES:

NAYES:

The second and final reading of this ordinance was heard on the 17th 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.

Statesville City of

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Matthew Kirkendall, Senior Planner
DATE: 10/27/2025 9:17 AM

ACTION NEEDED ON: November 3, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct an evidentiary hearing to review Special Use Permit, SP25-02 and consider approving the construction of a ready-mix concrete batch plant at 552 Buffalo Shoals Road.

1. Summary of Information:

Elite Ready Mix, LLC has filed a request for a Special Use Permit (SUP) to build a ready-mix concrete batch plant at 552 Buffalo Shoals Road (see Location Map and Aerial Map). In addition to the batch plant, the site will have two driveways along Johnson Drive, a 672 square foot office building, storage of raw manufacturing materials, and 33 parking spaces.

The proposed site for the project is in the HI (Heavy Industrial) District, and is vacant, (see Site Photo). The HI District does allow concrete manufacturing/mixing plants with a Special Use Permit and approval must go through the quasi-judicial process in Section 2.10 of the Unified Development Code. Therefore, a Special Use Permit is needed to allow the batch plant.

Elite ready-mix is requesting to build a new concrete batch plant at this location. TRC has reviewed the site plan and found the project to meet all requirements in the UDC pertaining to setbacks, density, parking, and landscape buffers (see Site Plan).

Special Use Permits can only be approved if the requirements found in UDC Section 2.10 are met. The applicant must provide evidence of the four findings of fact (see attached). The City Council is required to hold an Evidentiary hearing on the case and render a final quasi-judicial decision based on the review criteria (findings of fact) in Section 2.10 (D):

1. The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.
2. The use meets all required conditions and specifications.
3. The use will not substantially injure the value of the adjoining or abutting property, or that the use is a public necessity.
4. The locations and character of the use, if developed according to the plan submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the plan of development of the City of Statesville and its environs.

2. Previous Council or Relevant Actions:

N/A

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A
Connecting Our City: N/A
Connecting Our Communities: N/A
Strategic Plan Values: N/A

This is within Tier 1 Growth area from the 2045 Land Development Plan.

4. Budget/Funding Implications:

The City will generate taxes, water, sewer, and electric fees.

5. Consequences for Not Acting:

The concrete batch plant would not be permitted. However, they could use the site for another permitted use in the HI Zoning District.

6. Department Recommendation:

The 2045 Land Development Plan depicts the site as an Employment Center/ Industrial Flex, which includes industrial uses such as manufacturing. It is located within the Tier 1 growth area, and all utilities are available. Staff's recommendation is favorable to approve the Special Use Permit contingent upon meeting the Findings of Fact, annexing the remainder of the parcel and correcting the setback on the Western side of the lot to 20ft.

7. Manager Comments:

As this is an evidentiary hearing, I do not have any comments.

8. Next Steps:

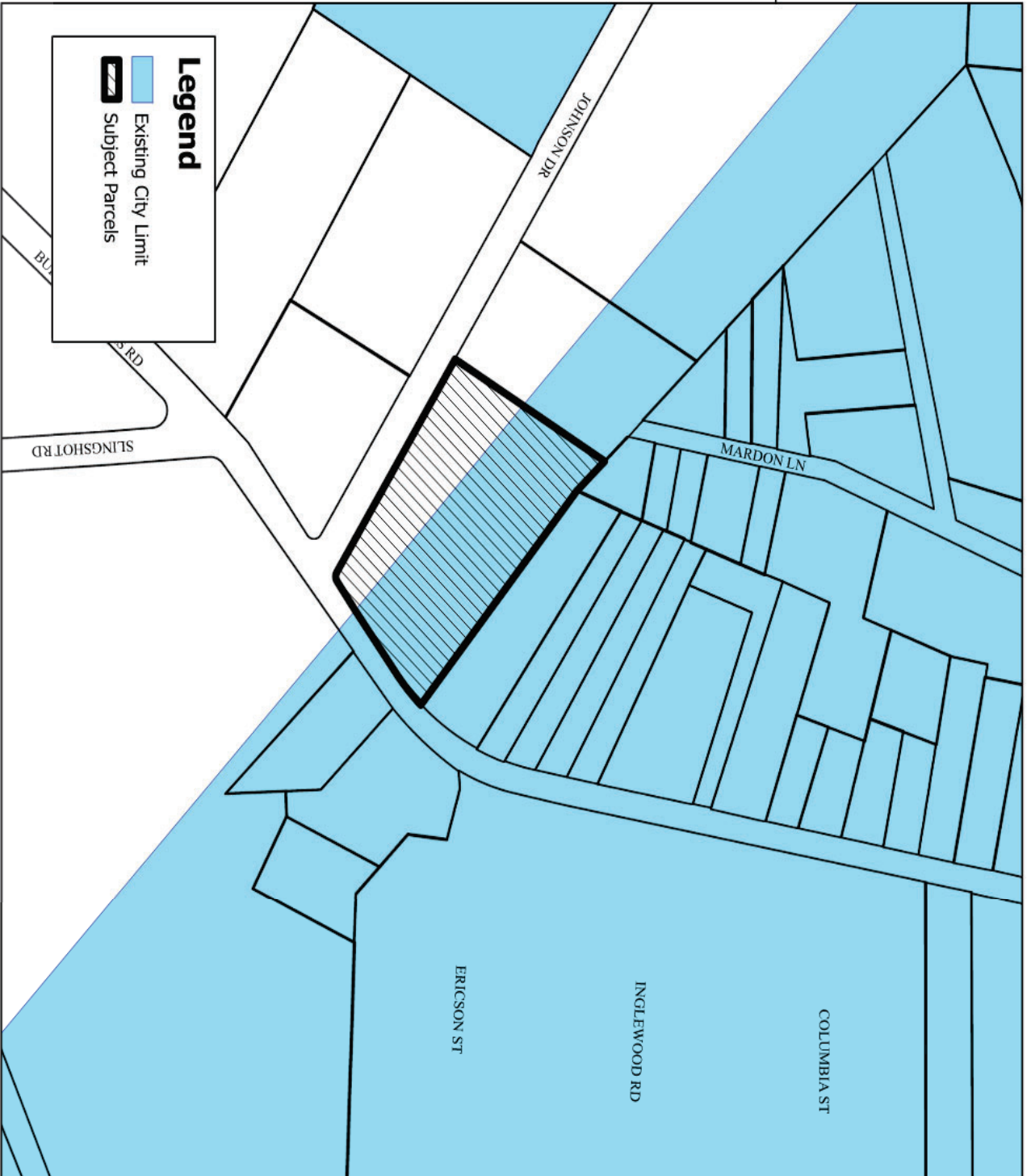
If the Special Use Permit is approved, TRC Approval may be obtained.

9. Attachments:

1. Packet Maps SP25-02 Elite Ready Mix
2. Employment Center Industrial Flex Character Intent
3. Concept Plan for SUP SP25-02 Elite Ready Mix 11-3-2025
4. Findings of Fact
5. Findings of Fact - Elite Concrete
6. Evidentiary Hearing Information

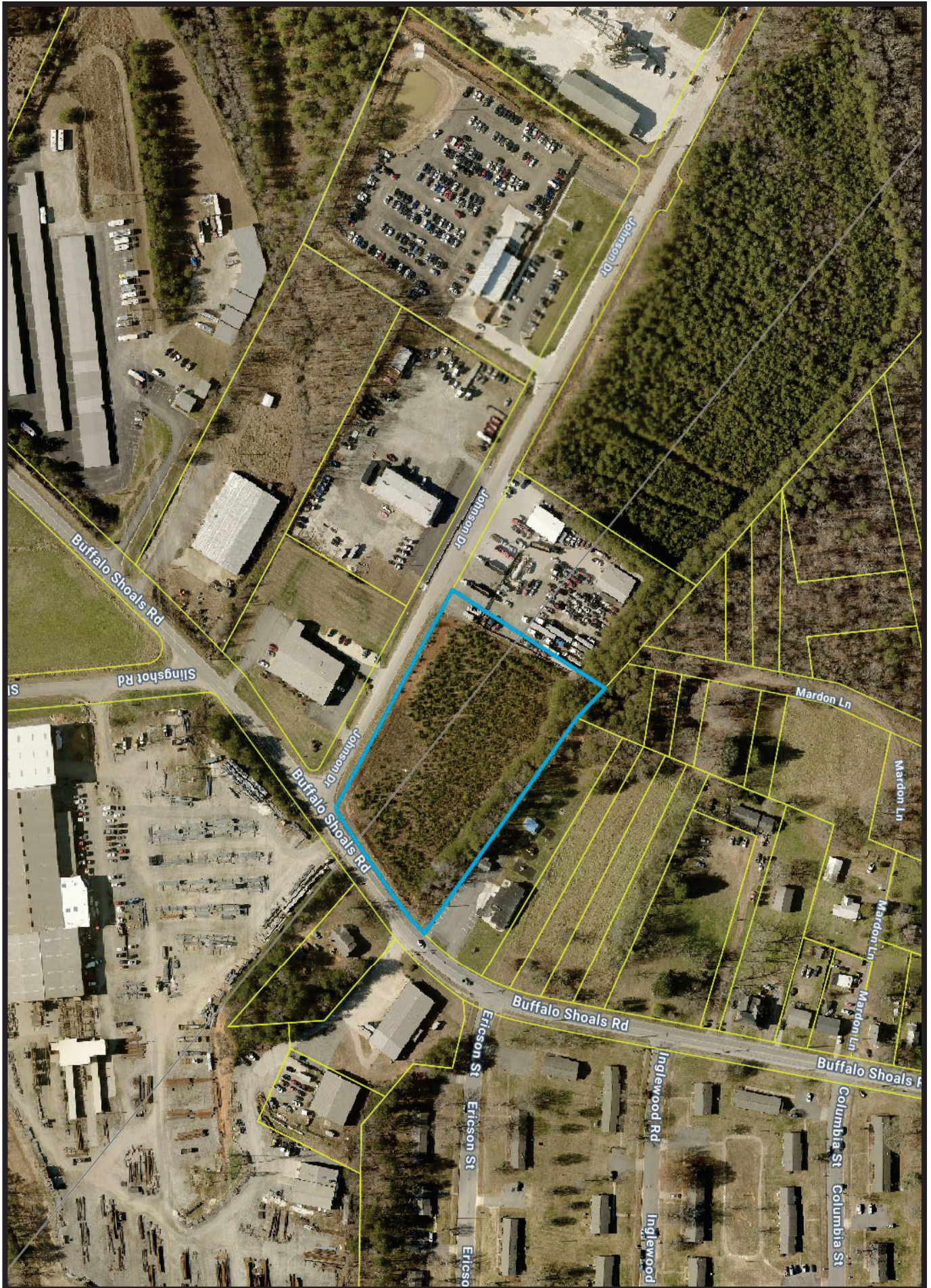
City of Statesville
Planning Department

Special Use Permit
 SP25-02 Elite Ready Mix
 552 Buffalo Shoals Road Road
 4734-31--8454



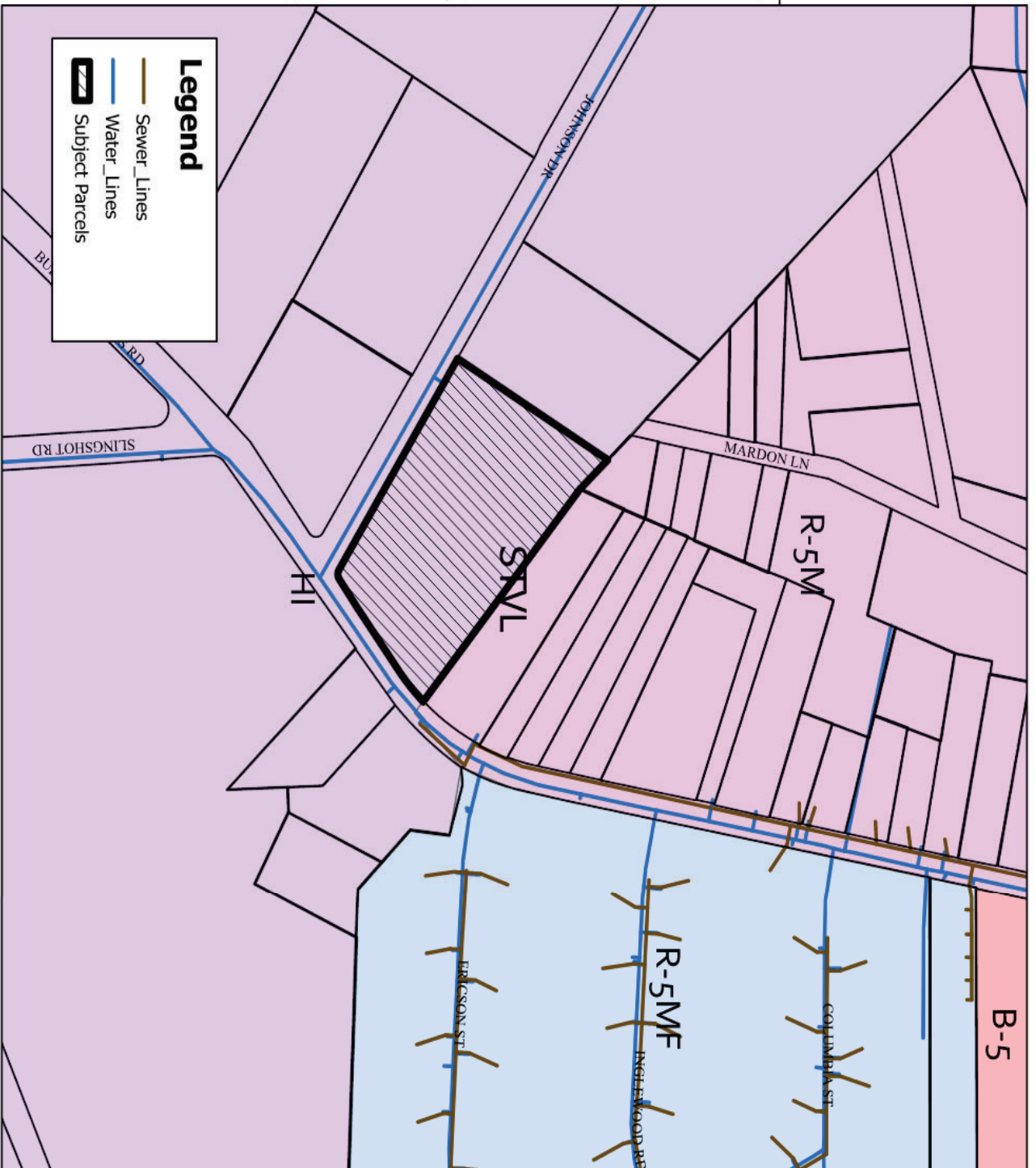
Legend

- Existing City Limit
- Subject Parcels



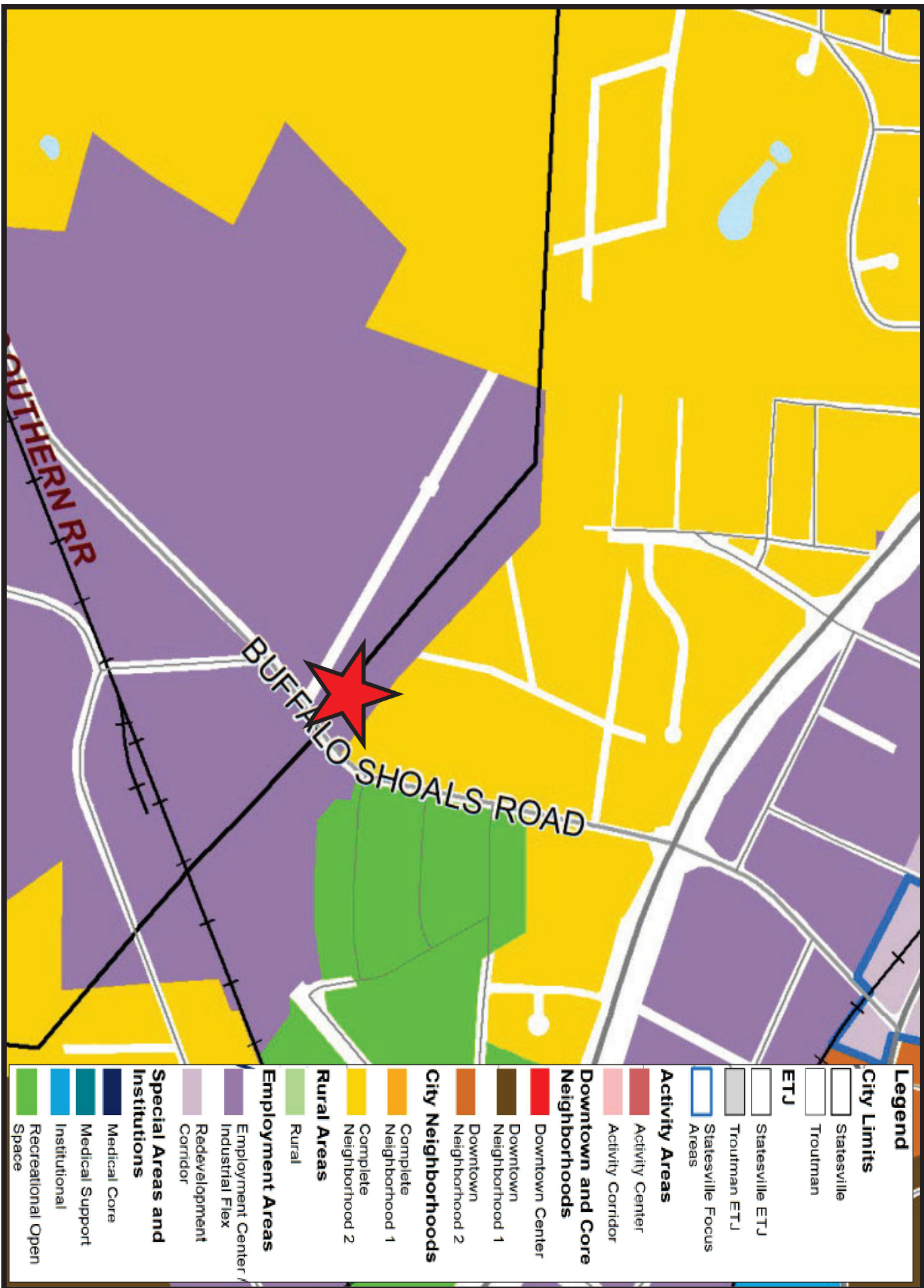
City of Statesville Planning Department

Special Use Permit
SP25-02 Elite Ready Mix
552 Buffalo Shoals Road Road
4734-31--8454





Site Photo – SP25-02 Elite Ready Mix



Employment Center / Industrial Flex

Character Intent

This character area serves as an engine of employment for the city including business parks, corporate campuses, flex space, as well as heavy manufacturing, warehousing, logistics and distribution, research and development and other industrial uses. These areas are located along major road corridors that provide adequate truck access. The market for employment space is changing and requires flexibility to cater to new production models, employee preferences, and customers. Production facilities may include public-facing show rooms, test kitchens, or tour spaces. This character area allows for such diversification while maintaining a focus on industrial and manufacturing uses. Restaurants and convenience commercial are appropriate uses in these areas to reduce worker commutes and enhance productivity. Uses and loading areas should be buffered from adjacent lower intensity uses with landscaping and other transitions. Developments fronting gateway corridors should have enhanced landscaping and buffering to maximize visual quality along the corridor. Corporate campuses should be master planned to maximize pedestrian access between buildings and create a visually appealing entranceway through landscaping and signage.

For information about the changing market for employment space, See Real Estate Market Analysis Report, page 36.

Pattern & Form

Large format buildings on mid-size to longer block lengths.

Opportunities

New industries and employers.

Primary Uses

Heavy and light industrial, office, office – corporate campus, heavy commercial, entrepreneurial incubator spaces.

Secondary Uses

Convenience retail, restaurants and bars.

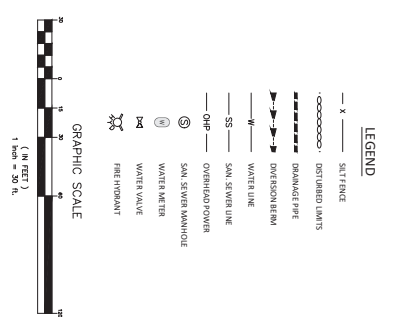
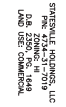
Form Characteristics

Building Height	One to five stories
Building Orientation	Buildings oriented toward primary street, complexes may be designed around common space or service streets, 20-50 ft setbacks
Building Types	Large and mid-size format production facilities, offices, and small format retail and service uses
Street Character	Streets capable of accommodating regular truck traffic, sidewalks connecting sites encouraged
Parking Character	Surface lots that serve development sites, shared parking preferred, parking includes adequate loading, maneuvering, and equipment parking, parking located to side or rear



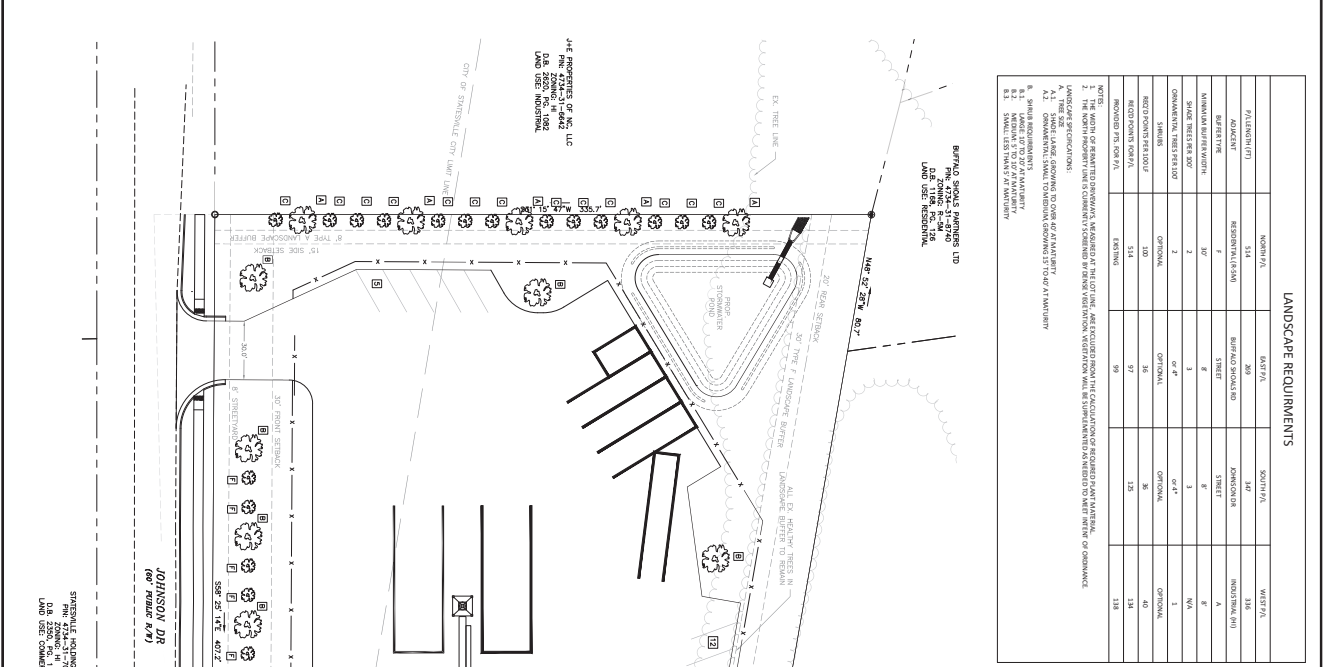
DEVELOPER/OWNER		PRIVATE	
WATERS		X	
SEWERS		X	
STREETS			
LOCAL FEET OF PUBLIC RIGHTS		0	FT.

SITE SIZE AND COORDINATES	
TOTAL ACRES	ACRES(1)
SITE COORDINATES	(32,000 SQ)
PROPOSED DRIVE TO LAND	0.66 (0.72) MI
OPEN SPACE	17.1 (0.74) MI
TOTAL	23.8 (2.06) MI
MI	100



ELITE CONCRETE SITE PLAN	
PROJECT LOCATION: STATE: NORTH CAROLINA COUNTY: IREDELL CITY/TOWN: STATESVILLE	PROPERTY OWNER INFORMATION: J&L PROPERTIES OF NC, LLC 1656 PARK DR. MT. AIRY, NC 27030

PROJECT INFORMATION
GENERAL USE ZONING: RESIDENTIAL (R-1)
PROJECT NAME: BUFFALO SHOALS PARTNERS, LTD.
OWNER: BUFFALO SHOALS PARTNERS, LTD.
PROJECT ADDRESS: 2714 JOHNSON DR., STATESVILLE, NC 28686

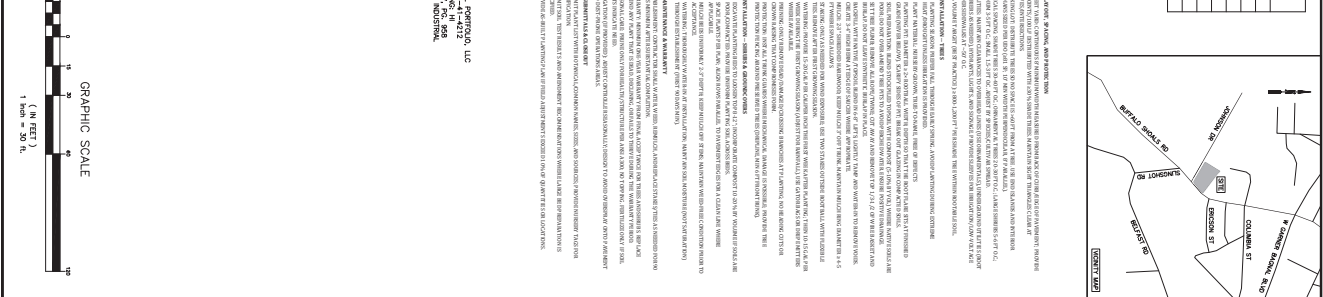


LANDSCAPING REQUIREMENTS

PLANTING	QUANTITY	SYMBOL
PLANTING	1	A
PLANTING	1	B
PLANTING	1	C
PLANTING	1	D
PLANTING	1	E
PLANTING	1	F
PLANTING	1	G
PLANTING	1	H
PLANTING	1	I
PLANTING	1	J
PLANTING	1	K
PLANTING	1	L
PLANTING	1	M
PLANTING	1	N
PLANTING	1	O
PLANTING	1	P
PLANTING	1	Q
PLANTING	1	R
PLANTING	1	S
PLANTING	1	T
PLANTING	1	U
PLANTING	1	V
PLANTING	1	W
PLANTING	1	X
PLANTING	1	Y
PLANTING	1	Z

LANDSCAPING LEGEND

SYMBOL	DESCRIPTION	QUANTITY
A	SHADE TREE	6
B	SHADE TREE	6
C	SHADE TREE	6
D	SHADE TREE	6
E	SHADE TREE	6
F	SHADE TREE	6
G	SHADE TREE	6
H	SHADE TREE	6
I	SHADE TREE	6
J	SHADE TREE	6
K	SHADE TREE	6
L	SHADE TREE	6
M	SHADE TREE	6
N	SHADE TREE	6
O	SHADE TREE	6
P	SHADE TREE	6
Q	SHADE TREE	6
R	SHADE TREE	6
S	SHADE TREE	6
T	SHADE TREE	6
U	SHADE TREE	6
V	SHADE TREE	6
W	SHADE TREE	6
X	SHADE TREE	6
Y	SHADE TREE	6
Z	SHADE TREE	6



GRAPHIC SCALE: 1" = 50' FT.

SALEM ENGINEERING, PLLC
FIRM # 1599
214 HELSABECK ROAD
KING, NC 27021
STEVEN@SALEM-ENGINEERING.COM
(336) 972-5806

ELITE CONCRETE
LANDSCAPE PLAN

PROJECT LOCATION: STATE: NORTH CAROLINA
COUNTY: HICKORY
CITY/TOWN: STATESVILLE

PROPERTY OWNER INFORMATION:
JEE PROPERTIES OF NC, LLC
1555 PARK DRIVE
MT. AIRY, NC 27030

Findings of Fact

Section 2.10 Special Use Permits

D. Review Criteria

No special use permit shall be approved unless each of the following findings is made concerning the proposed special use project:

1. The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.
2. The use meets all required conditions and specifications.
3. The use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity.
4. The locations and character of the use, if developed according to the plan submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the plan of development of the City of Statesville and its environs.

Applicant's Provided Findings of Fact

1) Public health & safety

Proposed finding: The use will **not materially endanger public health or safety** when built and operated per the submitted plan and regulations.

Basis / commitments:

- Obtain and comply with an **NC DEQ Air Quality permit** for concrete batch plants (central baghouse or cartridge collectors; enclosure of transfer points; water suppression on stockpiles; paved or treated haul roads; track-out controls). A **Zoning Consistency Determination** will be provided as part of the DEQ air permit package.
- **Stormwater & washout controls:** NCG01 construction stormwater coverage; lined, covered concrete washout; containment for admixtures/fuels; post-construction SCMs sized per local code.
- **Traffic safety:** Driveway permit and sight-distance review; on-site truck queuing; no on-street staging; turning templates for mixer/aggregate trucks. NCDOT AADT resources will be used to validate capacity and turning volumes.
- **Lighting & fire access:** Full cut-off LED fixtures; Fire Code access loops and hydrant spacing coordinated at TRC.

These measures collectively address dust, traffic, water quality and emergency access in a manner recognized by state and local standards.

2) Required conditions & specifications

Proposed finding: The use **meets all required conditions and specifications**.

Basis / commitments:

- The application will demonstrate compliance with the **City of Statesville Unified Development Code (UDC)** process for Special Use Permits (SUP), including a complete site plan, buffers/landscaping, parking, lighting, and environmental controls reviewed by staff/TRC and City Council through a quasi-judicial hearing
 - State permits and submittals (e.g., **DEQ Air Quality – Concrete Batch Plant forms**; erosion & sediment control; stormwater) will be secured prior to operations, with all equipment and practices matching permit specifications.
-

3) Property values / public necessity

Proposed finding: The use will **not substantially injure the value of adjoining or abutting property, or it is a public necessity**.

Basis / mitigation to protect adjacent values:

- The site sits within an established **industrial/commercial corridor** (Industrial Blvd industrial subdivision), separating plant activity from residential streets and supporting compatibility.
 - **Buffers & screening:** Provide evergreen Type B/C buffers (or better) with an opaque fence/berm along any residential interface; orient batch equipment away from sensitive edges; down-shielded lighting. (Final widths/species per UDC landscape tables.)
 - **Traffic & operations:** On-site queuing; capped truck trips during peak times; no on-street idling; paved aprons to prevent track-out; posted haul routes to arterial connections.
-

4) Harmony & plan conformity

Proposed finding: The **location and character** of the use, as shown on the plan, will be **in harmony with the area** and in **general conformity** with Statesville's development plans.

Basis / planning context:

- The property is identified in commercial/industrial records and lies within a corridor of employment/industrial activity in the Statesville urban area (Industrial Blvd industrial subdivision; nearby industrial listings and airport/arterial access in the broader submarket).
- The **UDC's SUP framework** requires consistency with the City's development plans; the City's Land Development Plan provides the policy basis to direct employment/industrial uses to appropriate areas with infrastructure and buffering—criteria the site plan is designed to meet.



TO: Ron Smith
FROM: Leah Gaines Messick
DATE: October 13, 2025
SUBJECT: ***Quasi-Judicial and Evidentiary Hearing Procedures***

- **What is an Evidentiary Hearing?**

A decision by the deciding board that requires the board to follow specific legal procedures to hear evidence, draw conclusions, and use discretion to apply those conclusions to a particular standard. In an evidentiary decision, the role of the deciding board is similarly situated to that of the judge in the courtroom.

- **What are Quasi-Judicial Procedures?**

The rules in which the evidentiary hearing is conducted.

- **Types of Evidentiary Hearings before the Council**

1. Special Use Permit – Section 2.10

- a. Standard of Review:

- i. The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.
- ii. The use meets all required conditions and specifications.
- iii. The use will not substantially injure the value of adjoining or abutting the property, or that the use is a public necessity.
- iv. The locations and character of the use, if developed according to the plan submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the plan of development of the use of the City of Statesville and its environs.

2. Abandonment of Streets, Easements or Plats – Sec. 2.13

a. Standard of Review:

- i. The abandonment conforms to State law;
- ii. The abandonment is consistent with the Comprehensive Plan, Major Street Plan and other adopted plans and policies of the City;
- iii. The abandonment is consistent with the Comprehensive Plan, Major Street Plan and other adopted plans and policies of the City;
- iv. The abandonment does not restrict access to any parcel or result in access that is unreasonable, economically prohibitive, or devalues any property; and
- v. The abandonment does not adversely impact the health, safety, or welfare of the community, nor reduce the quality of public services prohibited to any parcel of land.

- **Quasi-Judicial Procedures**

1. Notice –

- a. Mailed to the applicant, the owner of the subject property, the owners of land abutting the subject property, and any other individuals entitled to notice by ordinance at least 10 days but not more 25 days before the hearing.
- b. Sign posted on the property, adjacent to or on the right of way at least 10 days but not more than 25 days before the hearing.
- c. Notice in the newspaper.

2. Basic Procedure –

- a. All witnesses are first sworn in.
- b. The public hearing is opened.
- c. Ex parte communications, bias, conflicts of interest and site visits are disclosed.
- d. Staff presents the staff report to introduce the agenda item, and Council may then ask staff questions. Any party with standing that is in opposition may cross-examine each witness.
- e. Applicant presents their request, and Council may then ask the Applicant questions. Any party with standing that is in opposition may cross-examine each witness.
- f. Witnesses who came to support the request are invited to speak in conformance with the public hearing rules. Council may ask each testifying witness any questions, and the applicant and any party with standing that is in opposition may cross examine each witness.
- g. Witnesses who came to oppose the request are invited to speak in conformance with the public hearing rules. Council may ask each testifying witness any questions, and the applicant and any party with standing may cross examine each witness.

- h. The public hearing is closed.
 - i. The Council debates the material and competent evidence that has been presented and considers Motions related to the decision.
- 3. Motion to Approve, Approve with Conditions or Deny – Must include a recitation of what evidence was presented that was considered in reaching this decision.
- 4. Witnesses – The Council is not required to allow witnesses who do not have legal standing to contest the request, but they may allow such witnesses to testify.
 - a. Party with Standing – An aggrieved party who would suffer special damages from the outcome of the matter. Any person who standing that opposes a request before the Council may contest the outcome through appeal, cross-examine witnesses, make motions or objections, and challenge the impartiality of the decision-maker. The following individuals have standing:
 - i. A person with a legal interest in the subject property;
 - ii. The applicant before the decision-making board;
 - iii. The City or County when the governing board believes the decision was made in error;
 - iv. A person who will suffer special damages as a result of the decision; and
 - v. An association organized to promote the interests of a particular area.
- 5. Burden of Proof –
 - a. The Applicant has the initial burden of proof and is required to present competent, material and substantial evidence that proves each of the required elements of the Review Criteria for the decision being made.
 - b. The burden then shifts to the opposition to present competent, material, and substantial evidence that the elements of the Review Criteria for the decision being made have *not* been satisfied.
 - c. If no evidence is presented to oppose the Applicant's request, the Council *shall* approve the request. If evidence is presented to oppose the Applicant's request, the Council shall weigh the evidence to determine which evidence is more trustworthy, reliable, and substantial.
- **Types of evidence that may be considered**
 - 1. Material – Evidence must either tend to prove or disprove the review criteria of the decision. Other considerations, such as the character of the applicant, the politics for

or against the proposal, and matters unrelated to the proposal should not be considered.

2. Competent – Testimony considered should be factual, rather than opinion testimony.
3. Substantial – The decision must be based on evidence that is sufficient to prove each element required by the review criteria regardless as to whether there is also sufficient evidence in the record to conclude differently.
4. Expert – To consider evidence related to any technical matter, the evidence must come from a qualified witness. (Example: A qualified appraisal may testify about how a proposal will affect neighboring property values and a qualified transportation engineer may testify about how a proposal will increase traffic or pose a danger to public safety.)
5. The North Carolina Rules of Evidence – The NC Rules of Evidence is loosely followed. Evidence will generally be admitted, however, if:
 - a. The evidence was admitted without objection; or
 - b. The evidence appears to be sufficiently trustworthy and was admitted under such circumstances that it was reasonable for the decision-making board to reply upon it.

Note – A decision may not be solely based on evidence that does not comply with the NC Rules of Evidence.

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Cody Leis, Director - Statesville Public Power
DATE: 10/22/2025 4:25 PM

ACTION NEEDED ON: November 3, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Review the preliminary results for the Cost of Service Study for Statesville Public Power.

1. Summary of Information:

In December 2024, a kick-off meeting was initiated by Statesville Public Power, ElectriCities, and Utility Financial Solutions (UFS) to go over the process, requested items, and deliverables for a Cost of Service Study to be successful. The requests for information took approximately 6 months, and involved multiple people from different departments. What UFS found was that Statesville Public Power is in a great financial position overall, but suggested that we look into updating our Basic Facilities Charges to reflect our actual cost to serve our customers (Residential vs Commercial vs Industrial). Overall, with these proposed changes, it would be a revenue neutral rate change.

2. Previous Council or Relevant Actions:

Various rate changes over the years would ultimately stem from prior studies.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: N/A

Connecting Our City: N/A

Connecting Our Communities: N/A

Strategic Plan Values: We value Integrity

4. Budget/Funding Implications:

N/A

5. Consequences for Not Acting:

No action necessary at this time.

6. Department Recommendation:

No recommendations offered at this time as this is just preliminary results. Further information will be presented later in front of Council.

7. Manager Comments:

No comments.

8. Next Steps:

Await the next Retreat for further information regarding any future rate decisions.

9. Attachments:

1. Statesville Electric Preliminary



City of Statesville Electric Department

Cost of Service Study/Financial Projection

Mark Beauchamp
President, Utility Financial Solutions, LLC
mbeauchamp@ufswest.com
616 403 5450

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Objectives

- Financial Projection
 - Debt Coverage Ratio – No Debt
 - Minimum Cash Levels
 - Target Operating Income
- Rate Adjustment Plan
- Review Cost of Service Results
 - Class Cost Results
 - Customer Charges
- Sample Rate Designs



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Significant Assumptions

Fiscal Year	Inflation	Model		Investment Income	Utility Funded Capital
		Usage Change	Power Change		
2026	5.0%	7.2%	-7.5%	3.0%	7,402,000
2027	3.5%	1.8%	3.1%	3.0%	9,010,000
2028	3.5%	0.3%	2.9%	0.5%	5,450,000
2029	3.5%	0.1%	3.0%	0.5%	8,800,000
2030	3.5%	-0.1%	3.1%	0.5%	5,050,000

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COS Summary Financial Results (without rate change) – no recommended revenue change

Fiscal Year	Projected Rate Adjustments	Debt Coverage Ratio	Adjusted Operating Income	Optimal Operating Income	Projected Cash Balances
2026	0.0%	N/A	\$ 7,537,201	\$ 4,626,561	\$ 32,283,491
2027	0.0%	N/A	\$ 6,517,217	5,085,700	\$ 34,587,988
2028	0.0%	N/A	\$ 5,101,652	5,363,425	\$ 38,596,798
2029	0.0%	N/A	\$ 3,598,808	5,811,862	\$ 38,007,759
2030	0.0%	N/A	\$ 2,002,923	6,069,204	\$ 39,854,986

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COS Summary Results

Customer Class	Cost of Service	Projected Revenues	Effective % Change
Res (R)	\$ 14,801,544	\$ 14,466,654	2.3%
Outdoor Lighting (OL)	702,891	782,990	-10.2%
Municipal Lighting (MU)	701,546	495,063	41.7%
Small General (SG)	6,689,427	7,273,793	-8.0%
Medium General (MG)	7,106,699	8,813,287	-19.4%
Medium Industrial (IM)	358,107	436,943	-18.0%
Large Commercial (EG)	1,749,546	2,682,544	-34.8%
Large Industrial (LG)	1,669,296	2,122,157	-21.3%
Commercial Time-of-Use (CT)	1,011,311	1,276,667	-20.8%
Industrial Time-of-Use (IT)	1,899,656	2,162,946	-12.2%
Very Large Industrial Incentive (VI)	4,425,719	3,573,616	23.8%
Coincident Peak Medium (CP-M)	121,857	139,461	-12.6%
Coincident Peak Large (CP-L)	798,251	720,371	10.8%
Total	\$ 42,035,851	\$ 44,946,492	-6.5%



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Minimum Cash Calculation

Description	Projected 2026	Projected 2027	Projected 2028	Projected 2029	Projected 2030
Minimum Cash Reserve Levels Determinants					
Operation & Maintenance Less Depreciation Expense	\$ 10,205,834	\$ 10,563,039	\$ 10,932,745	\$ 11,315,391	\$ 11,711,430
Purchase Power Expense	26,340,669	27,658,699	28,536,500	29,417,030	30,306,371
Historical Rate Base	90,790,278	99,800,278	105,250,278	114,050,278	119,100,278
Rate Stabilization	3,573,616	3,573,616	3,573,616	3,573,616	3,573,616
Current Portion of Debt Service Payment	-	-	-	-	-
Five Year Capital Improvements - Net of bond proceeds	35,712,000	33,610,000	28,100,000	26,150,000	20,850,000
Minimum Cash Reserve Allocation					
Operation & Maintenance Less Depreciation Expense	12.3%	12.3%	12.3%	12.3%	12.3%
Purchase Power Expense	11.2%	11.2%	11.2%	11.2%	11.2%
Historical Rate Base	3%	3%	3%	3%	3%
Rate Stabilization	21%	21%	21%	21%	21%
Current Portion of Debt Service Payment	83%	83%	83%	83%	83%
Five Year Capital Improvements - Net of bond proceeds	20%	20%	20%	20%	20%
Calculated Minimum Cash Level					
Operation & Maintenance Less Depreciation Expense	\$ 1,258,254	\$ 1,302,292	\$ 1,347,873	\$ 1,395,048	\$ 1,443,875
Purchase Power Expense	2,939,951	3,087,060	3,185,033	3,283,312	3,382,573
Historical Rate Base	2,723,708	2,994,008	3,157,508	3,421,508	3,573,008
Rate Stabilization	733,430	733,430	733,430	733,430	733,430
Current Portion of Debt Service Reserve	-	-	-	-	-
Five Year Capital Improvements - Net of bond proceeds	7,142,400	6,722,000	5,620,000	5,230,000	4,170,000
Minimum Cash Reserve Levels	\$ 14,797,743	\$ 14,838,791	\$ 14,043,845	\$ 14,063,299	\$ 13,302,887
Projected Cash Reserves	\$ 32,283,491	\$ 34,587,988	\$ 38,596,798	\$ 38,007,759	\$ 39,854,986



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Monthly Customer Charges

Customer Class	COS Customer Charge	Current Average Customer Charge
Res (R)	\$ 27.28	\$ 14.00
Small General (SG)	66.48	20.78
Medium General (MG)	139.01	20.78
Medium Industrial (IM)	158.50	20.78
Large Commercial (EG)	252.02	20.78
Large Industrial (LG)	263.65	20.78
Commercial Time-of-Use (CT)	142.26	55.14
Industrial Time-of-Use (IT)	192.08	55.14
Very Large Industrial Incentive (VI)	1,180.11	49.87
Coincident Peak Medium (CP-M)	330.12	85.00
Coincident Peak Large (CP-L)	486.52	425.00

Rate Breakdown	Res (R)
Customer Breakdown	
Distribution Customer Costs	\$ 12.48
Transformer Customer Costs	4.20
Substation Customer Costs	-
Meter O&M	2.76
Meter Reading	0.98
Billing	1.96
Services	2.68
Customer Service	2.22
Customer Charge \$/Meter	\$ 27.28

Example of what it costs us to serve a standard residential customer. This is called the "Basic Facilities Charge."

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Next Steps

Proposed Revenue Change

- **Planned 0%**

Develop Bandwidth Rates (Rate Adjustment Plan)

- **2% Bandwidth**
 - Maximum Increase 2%
 - Maximum Decrease 2%

Monthly Customer Charges

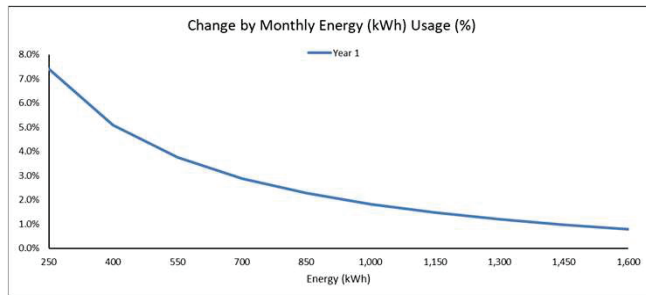
- **Move toward Cost of Service for Basic Facilities Charge**

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Sample Residential Rate

Rates	Current	Year 1
Monthly Facilities Charge:		
Monthly Charge	\$ 14.00	\$ 17.00
Energy Charge:		
All Energy	\$ 0.09140	\$ 0.09032
Revenue from Rate	\$ 14,466,654	\$ 14,755,987
Change from Previous		2.0%



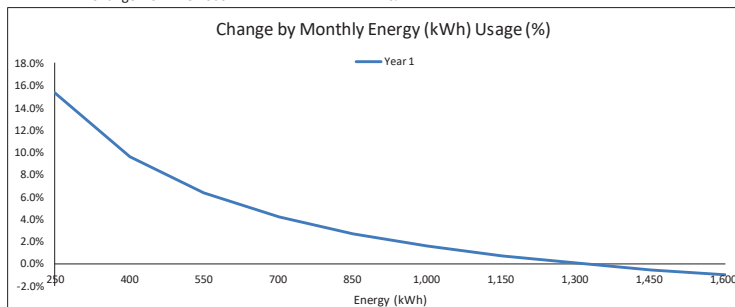
Monthly Change by Usage
Level (Average Usage: 936 kWh)

Usage (kWh)	Year 1
250	\$ 2.73
400	\$ 2.57
550	\$ 2.41
700	\$ 2.24
850	\$ 2.08
1,000	\$ 1.92
1,150	\$ 1.76
1,300	\$ 1.60
1,450	\$ 1.44
1,600	\$ 1.27

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Sample Residential Rate (2)

Rates	Current	Year 1
Monthly Facilities Charge:		
Monthly Charge	\$ 14.00	\$ 21.00
Energy Charge:		
All Energy	\$ 0.09140	\$ 0.08605
Revenue from Rate	\$ 14,466,654	\$ 14,755,987
Change from Previous		2.0%



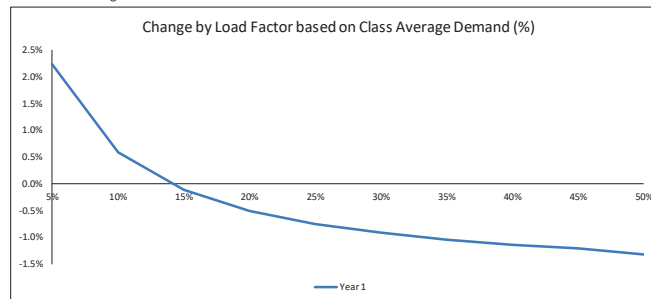
Monthly Change by Usage
Level (Average Usage: 936 kWh)

Usage (kWh)	Year 1
250	\$ 5.66
400	\$ 4.86
550	\$ 4.06
700	\$ 3.25
850	\$ 2.45
1,000	\$ 1.65
1,150	\$ 0.84
1,300	\$ 0.04
1,450	\$ (0.76)
1,600	\$ (1.57)

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Sample Small Commercial Rate

Rates	Current	Year 1
Monthly Facilities Charge:		
All Customers	\$ 20.78	\$ 23.00
Energy Charge:		
Block 1 (0 - 3,000 kWh)	\$ 0.13089	\$ 0.12847
Block 2 (Excess)	\$ 0.07265	\$ 0.07023
Demand Charge		
Block 1 (0 - 30 kW)	\$ -	\$ -
Block 2 (30 - 50 kW)	\$ 3.18	\$ 4.00
Block 3 (Excess)	\$ 9.27	\$ 9.00
Revenue from Rate	\$ 7,273,793	\$ 7,201,055
Change from Previous		-1.0%



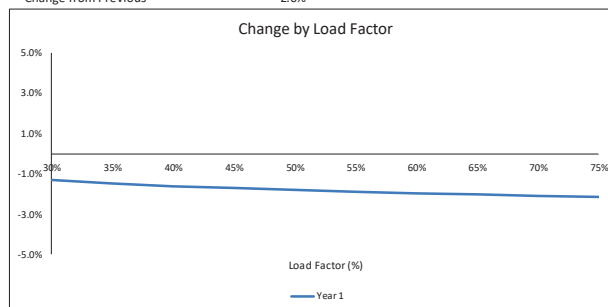
UFS UTILITY FINANCIAL SOLUTIONS, LLC

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Sample Large Commercial

Rates	Current	Year 1
Monthly Facilities Charge:		
Basic Facilities Charge	\$ 20.78	\$ 100.00
Energy Charge:		
Energy Oct - May	\$ 0.06215	\$ 0.06016
Energy Jun-Sep	\$ 0.06706	\$ 0.06507
Demand Charge:		
All Demand	\$ 10.85	\$ 10.85
Revenue from Rate	\$ 2,682,544	\$ 2,628,893
Change from Previous	-	-2.0%



UFS UTILITY FINANCIAL SOLUTIONS, LLC

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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Wm E. Vaughan, DPA, PE; Public Utilities Director
DATE: 10/22/2025 4:23 PM

ACTION NEEDED ON: November 3, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a connection to city water service and waive city code annexation requirement for PIN 4735653667 (305 Museum Rd).

1. Summary of Information:

- a. The water well at the subject parcel has failed.
- b. Property owner has requested City Council waive the “petition for voluntary annexation” condition found at § 23-254 (b) of City Code.
- c. Property is in the city’s extraterritorial jurisdiction (ETJ); city water main is adjacent to the site. The property does not meet the criteria for a hardship due to engineering financial considerations (e.g., long utility runs to connection points).
- d. Owner is willing to pay outside rates for water service.
- e. Property data.
 - i. 2.04 acres.
 - ii. Assessed value: \$201,830.
 - iii. Zoning: R-10.

2. Previous Council or Relevant Actions:

None.

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:

Granting a waiver would preclude property tax revenues funding services (the location of the parcel otherwise could garner city emergency services [fire/police] without prejudice during an emergency). Allowing a water service connection without annexation would only garner remuneration for water at outside water rates (enterprise fund).

5. Consequences for Not Acting:

Property owner will not be able to resolve water service issue.

6. Department Recommendation:

Public Utilities does not recommend a connection waiver per UDO 8.02. This parcel can be served by city utilities. Requiring annexation would not trigger a UDO Section 8.02 waiver based upon an "impracticality of location and/or undue financial hardship imposed by requiring the connection in relation to the property value."

The parcel being immediately contiguous to city utilities at the road frontage does not meet the criteria for a hardship due to engineering financial considerations (e.g., long utility runs to connection points).

7. Manager Comments:

Concur with the department recommendation that this property should be annexed if services are to be used.

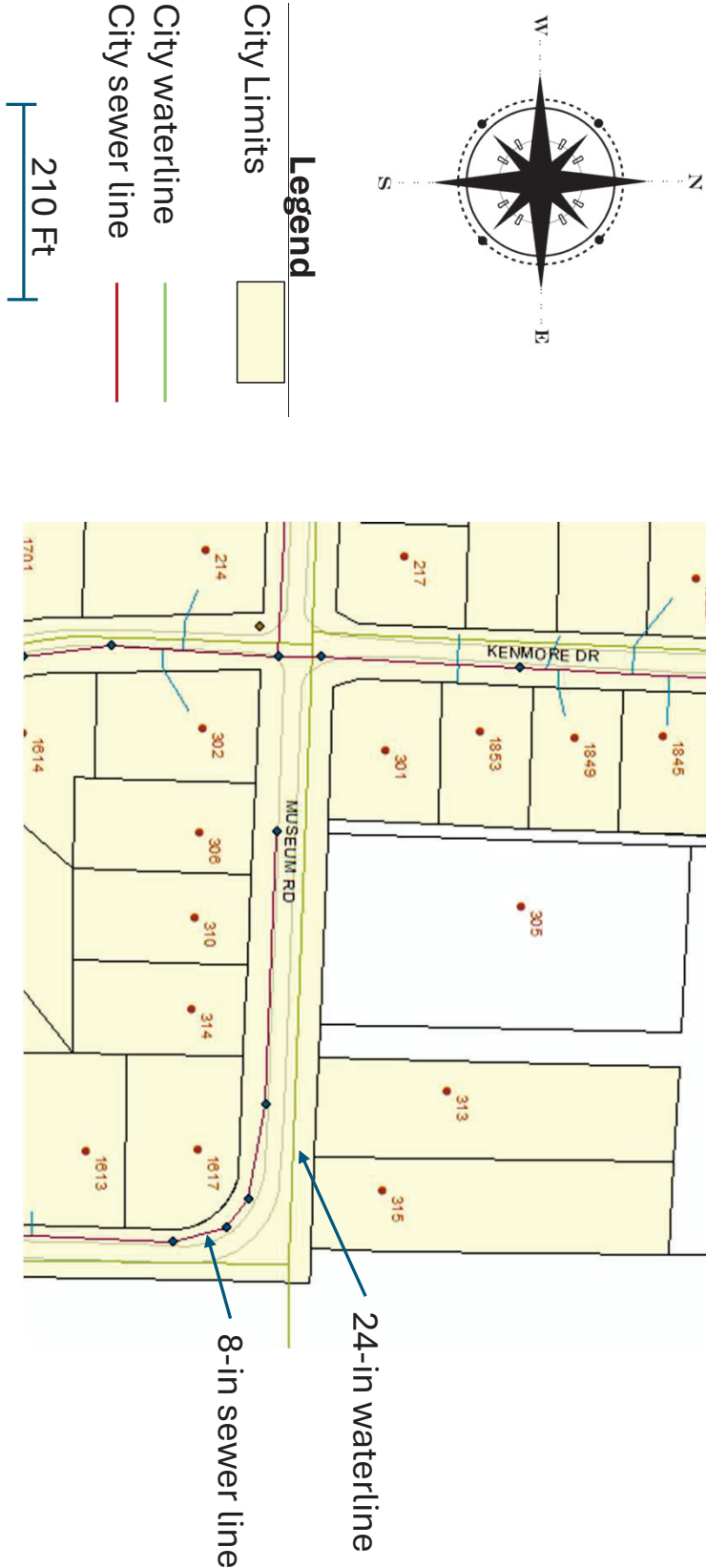
8. Next Steps:

- If the waiver request is approved, staff will allow water service connection without annexation; requester will pay outside rates.
- If the waiver request is denied, staff will require submission of a petition for voluntary annexation prior to allowing city water service.

9. Attachments:

1. Waiver Request

305 Museum Road – PIN 4735653667



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CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Glenn Kurfees, Fire Chief
DATE: 10/27/2025 9:16 AM

ACTION NEEDED ON: November 3, 2025
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving to proceed with the Temporary Station 5 project, including upfitting the house and site, constructing an apparatus bay, purchasing a used fire apparatus, and hiring the necessary 15 personnel to staff the station.

1. Summary of Information:

Two primary options have been considered:

Option 1 – Temporary Station 5

This option involves upfitting the existing house and site, constructing an apparatus bay, purchasing a used fire apparatus, and hiring fifteen personnel to staff the station. The total estimated cost can be covered with the \$2 million currently available in the Fire Station 5 Fund, which would allow operations to begin on or near July 1, 2026.

Pros:

- Lower initial cost of construction.
- Allows the Fire Department to begin service from the station sooner.
- Funding is currently available to complete the project and hire employees.

Cons:

- Hiring fifteen new personnel will create an ongoing operational expense. While funds are available in the FY2026 budget, maintaining staffing will require approximately \$1.3 million annually in future budgets.
- To sustain this staffing level long-term, a potential 2.5-cent tax rate increase will likely need to be considered in FY2027.

Option 2 – Construct a Permanent Fire Station 5

This option involves constructing a new fire station at an estimated cost of \$8 million. This cost does not include the purchase of apparatus or the hiring of personnel.

Pros:

- Avoids investing in temporary site upfits.
- Provides a permanent, modern facility for long-term operations.

Cons:

- Delays the ability to provide timely fire, rescue, medical, and Hazmat coverage to the area.
- Significantly higher total project cost.
- Public concern could arise if construction delays service delivery.

- Operational costs for staffing will still eventually need to be absorbed into future budgets.

Summary

The response area that will be served by Station 5 currently experiences long response times and represents a significant service gap within the city's fire protection coverage. This gap not only affects emergency response capability but will eventually impact the city's ISO rating and accreditation status. Beyond those measures, the most crucial factor is the safety and well-being of those who live, work, and visit this area of the city.

Over the past four months, the Fire Department has completed an extensive hiring process to identify candidates for the fifteen positions needed to staff Station 5. We are now finalizing the eligibility list and preparing to make job offers, which will take approximately 4–6 weeks to complete, including onboarding. This process was conducted and advertised with the understanding that Station 5 would be opening, based on prior discussions and expressed support from the Mayor and Council. If the decision is made to delay and pursue the permanent station option instead, many of the top-performing candidates will likely accept positions with other departments, requiring us to restart the hiring process and lose valuable time and talent.

The temporary station approach provides an immediate, cost-effective solution to improve service coverage and response times while long-term planning for a permanent facility continues. However, this option carries ongoing operational costs that must be considered as part of future budget planning. The permanent station remains the goal, but it will require additional funding and time to complete.

2. Previous Council or Relevant Actions:

Previous Council actions include approving the purchase of the land for Station 5 and allocating additional funds in a Reserve Fund specifically for the station. The Council has expressed support for the timely development of the station to address existing service gaps. Discussions with the Mayor and Council have included long-term planning for a permanent facility while balancing the need to provide immediate coverage to the area. At the time of the land purchase, a temporary station using the existing house was presented as a viable option. We have completed inspections and collaborated with the City Engineering Department to confirm the house's suitability. A plan is now ready for TRC review.

3. Strategic Initiatives Supported/Impacted:

Developing Our City: Attract and retain a talented, engaged workforce responsive to the needs of our growing community.

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

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

Strategic Plan Values: We value and encourage Opportunity

The development and staffing of Station 5 directly support the City's strategic priorities of attracting and retaining a highly skilled and engaged workforce, ensuring they are equipped to meet the evolving needs of a growing community. Investing in this critical public infrastructure strengthens emergency response capabilities, reduces response times, and ensures the delivery of reliable, high-quality public safety services.

By opening Station 5, the City demonstrates a commitment to the safety and well-being of residents, businesses, and visitors, addressing current service gaps and improving overall coverage. This initiative also enhances operational readiness, allowing the Fire Department to respond effectively to emergencies while maintaining a motivated and capable workforce.

Furthermore, the timely development of Station 5 is essential for workforce planning. A rigorous recruitment and hiring process has already been completed, with top-performing candidates identified.

Delays in opening the station risk losing these highly qualified individuals to other departments, necessitating a restart of the hiring process and increasing the timeline and cost to achieve full operational capability.

Overall, the establishment of Station 5 reflects a proactive investment in both public safety infrastructure and human capital, ensuring the City can meet the immediate and long-term needs of a growing population while maintaining high standards of service delivery and community protection.

4. Budget/Funding Implications:

The initial funding required for the temporary Station 5, including upfitting the house and site, constructing the apparatus bay, purchasing a used fire apparatus, and onboarding personnel, is fully available within the \$2 million allocated in the Capital Reserve Fund. This means there is no immediate impact on the current fiscal year's operating budget.

However, staffing the station with fifteen personnel will create ongoing operational costs of approximately \$1.3 million annually, which will need to be reflected in the next fiscal year's budget. To sustain this staffing level long-term, the City may need to consider a potential tax rate adjustment. This investment aligns with the City's strategic priorities of providing reliable, high-quality public safety services, maintaining a skilled and engaged workforce, and proactively addressing infrastructure needs to support the growing community.

5. Consequences for Not Acting:

Failure to move forward with establishing Station 5 will have several immediate and long-term impacts. The area currently experiences long response times, which will continue or worsen, directly affecting the safety and well-being of residents, businesses, and visitors in this growing part of the city. Continued delays in improving coverage may negatively impact the city's ISO rating and accreditation status, potentially affecting insurance premiums and the city's overall risk profile. Additionally, the department has just completed an extensive recruitment and assessment process to staff Station 5. Delays in offering positions will likely result in top performers accepting employment elsewhere, requiring the department to restart the process, increase costs, and extend the timeline to full operational readiness. Current stations will continue to handle a higher call volume, leading to increased fatigue, potential for burnout, and operational risk for personnel.

6. Department Recommendation:

The Fire Department recommends moving forward with establishing a temporary Station 5, which includes upfitting the existing house and site, constructing an apparatus bay, purchasing a used fire apparatus, and hiring the necessary personnel to staff the station. This approach allows the department to address the existing service gap, reduce response times in the area, and maintain public safety while long-term planning for a permanent station continues.

7. Manager Comments:

Staff and City Council have discussed this project many times over the past few years and those discussions culminated in the purchase of this property. We were fortunate to find property that is not only in the right location to serve the north side of town, east to Hwy 115 and west to US21, but that also has an existing structure that can be upfitted and used as a station for potentially up to the next ten years.

However, there is a tradeoff for the immediate use of the house. As we have mentioned throughout the process, because this is a "new" station, the department must hire new staff, which will result in a significant addition to the budget. Building a roster of qualified firefighters takes time, and we have been tasked with moving that forward. Therefore, the Fire Department is almost ready to hire the necessary people that would get us up and running by July 1, 2026.

The funds for those new employees are there in our current budget, but it was a one time reserve

allocation and we will need to add approximately \$1.3m to the FY2027 budget to keep that funding going. I have mentioned several times that I do not expect to have a surplus or available funds in that amount that would not cause negative service impacts on other departments. Therefore, to keep the budget whole I see the need and would expect a discussion about a potential tax increase (for this purpose only) to be had during the budget development process.

Timing may be difficult, due to the election, but the project and conversations have been had for years, and this is not new information. That said, I recommend moving forward with the renovation of the house, purchase of the apparatus, and the hiring process for new staff.

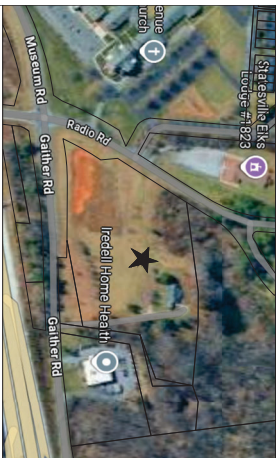
If Council decides to delay this decision until after the election, the only downside will be a delay in getting started on the renovations and most importantly the hiring of the new employees, specifically the ability to get them hired in time for a July 1, 2026 opening.

8. Next Steps:

The next steps involve coordinating with the City Engineering Department to obtain bids for the upfit of the house, site work, and construction of the apparatus bay. Simultaneously, the Fire Department will work with Human Resources to extend job offers to the top candidates identified through the recent recruitment and assessment process. Once accepted, personnel will begin in January, allowing for onboarding and training to ensure the team is fully prepared to operate from the temporary Station 5 and provide high-quality fire and emergency services to the area.

9. Attachments:

1. Fire Station 5 - Set of Plans (10-22-25) 2



VICINITY MAP

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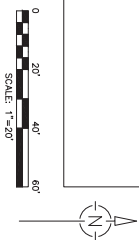
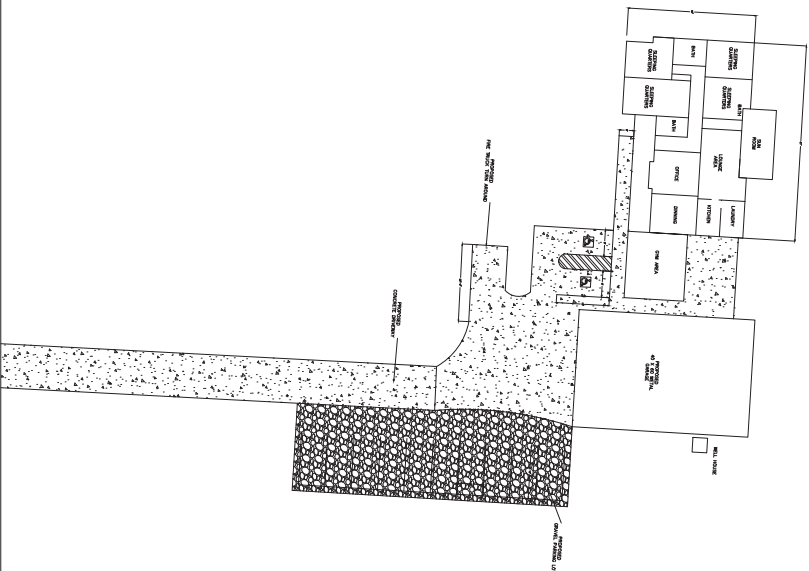
GENERAL NOTES:

- [illegible]

FIRE STATION No.5 (533 GAITHER RD)
CITY of STATESVILLE, NORTH CAROLINA

OWNER INFORMATION

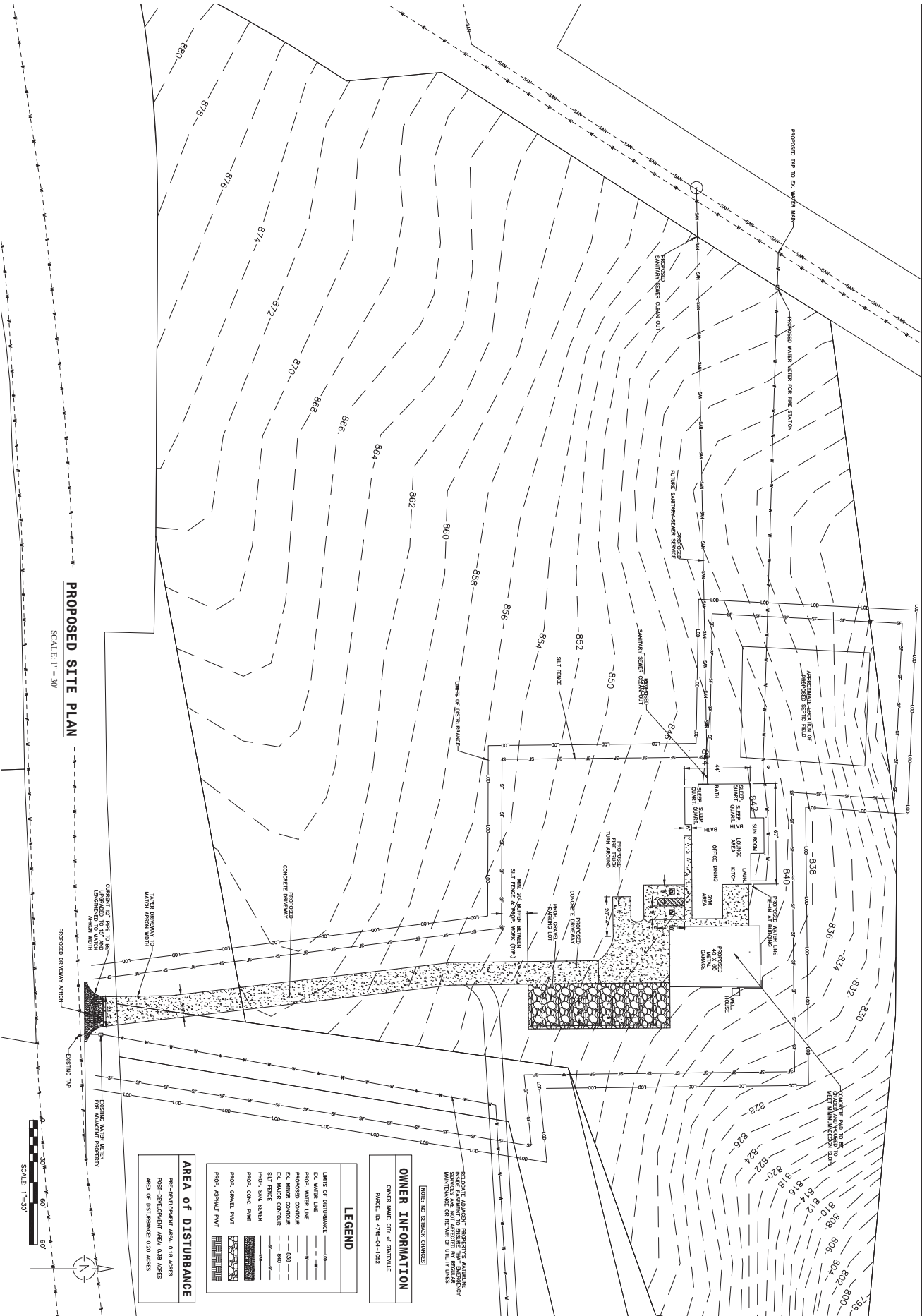
OWNER NAME: CITY of STATEWILL
PARCEL ID: 4745-04-1052



SCALE: 1" = 30' SHEET 1 of 7	Revisions:		Date: 9/23/25 Drawn By: D.E.V. Checked By: C.O. Phase: Project #:		CITY OF STATESVILLE FIRE STATION No.5 at 533 GAITHER ROAD COVER SHEET	
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	No.	Date	Description			

N/F
CITY of STATESVILLE
PIN#: 4745045756
DB:1336 PG:1178





Revisions:			Date: 9/23/25		CITY of STATESVILLE FIRE STATION No.5 at 533 GAITHER ROAD PROPOSED SITE PLAN	 JIM L. CENTER STREET STATESVILLE, NC 28677 P: 704-878-3583
			Drawn By: D.E.V.			
			Checked By: C.O.			
			Phase: Project #:			
No.	Date	Description				



**Historic Preservation Commission Meeting Minutes
October 9th - City Hall Council Chambers - 7:00 p.m.**

Present: Barry Edwards, Scott Stevenson, Erika Gottholm, Anna Campbell, Matthew Key, Glenn Setzer

Absent: Dea Mozingo-Gorman, Matthew Anderson, Nathan Morgan

Staff: Marci Sigmon, Joseph Campbell, Jay Daniels

Others: Ron Stroupe, Penny Stroupe

Roll Call & Swearing In

Vice chairperson Glenn Setzer called the meeting to order, called the roll, and asked the board members if any of them had held ex-parte communication regarding the case on the agenda. Hearing none, he swore in those who planned to speak.

There was no approval of prior meeting minutes at this meeting.

Consider Certificate of Appropriateness (COA25-24) from Ron and Penny Stroupe to place aluminum-clad wood windows in a proposed new home construction on the property located at 431 South Mulberry Street; Tax Map 4734-93-3776

Marci Sigmon presented the following staff report:

The property located at 431 South Mulberry Street is currently a vacant parcel. The property is zoned R-8, single-family, and located in the Academy Hill Local Historic District. During July 2022, the owners, Ashley and Joaquin Jimenez, received a Certificate of Appropriateness to construct a new single-family, two-story home on the property. In October 2024, the owners received another Certificate of Appropriateness to build a different house design with a detached garage.

New property owners for 431 South Mulberry Street, Ron and Penny Stroupe, purchased the property in September 2025 and have plans to build a new home on the parcel. Due to the significant construction time for custom built windows to place in the structure, the property owners are asking the commission for a Certificate of Appropriateness to install aluminum-clad wood windows in the house before the new construction design is presented to the commission. Weather Shield Windows and Doors will construct the custom windows. The window line is the Signature Series with simulated divided light featuring commercial-grade premium AAMA 2605 paint which resists fading and chalking and comes with a twenty-year limited warranty. The window design will be two over one and be colored black. (See window description and proposed elevations in attached documents.)

Commission Review

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

Findings of Fact

The Commission must either answer all five (5) Findings of Fact in the affirmative or determine that such finding does not apply to the specific project under consideration:

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

Sigmon asked if anyone had any questions for her. Edwards asked if there was a sample of the windows for them to review. Sigmon said they do have a sample for the commission to see. Sigmon stated she had explained to the applicants that appearing before the commission for just the windows on a future new single family construction was very unusual but that is what they needed to do because of the 8–10 week construction requirement for custom windows. Vice Chairperson Setzer asked the commission if anyone had questions for Sigmon. No questions were asked.

Vice Chairperson Setzer opened the public speaking portion.

Campbell asked whether the black latex paint on the windows would be a factory finish or applied later. Ron Stroupe stated it would arrive black with a 20–30 year factory finish, which Edwards confirmed. Campbell inquired whether the windows would be low-E glass or tinted. Penny Stroupe explained that the glass would not be tinted, although the argon fill may give a slight tint appearance. Penny Stroupe stated the structure will have 18 windows, all in a 2-over-1 pattern, with interior grills; exterior grills were also discussed. The rear sunroom will be screened rather than glazed. Edwards noted that the windows feature molded built-in casings with simulated divided lights, with interior and exterior muntins, and typically a spacer. Campbell asked if a spacer would be included. Stroupe said yes. Setzer asked about the durability of the 20–30-year finish, and Edwards confirmed it can be repainted, touched up, or primed as needed. No additional questions were raised.

Vice Chairperson Setzer closed the public speaking portion.

Findings of Fact – Windows

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

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

Campbell made a motion to approve Certificate of Appropriateness (COA25-24) as submitted for Ron and Penny Stroupe to place aluminum-clad wood windows in a proposed new home construction on the property located at 431 South Mulberry Street; Tax Map 4734-93-3776, as submitted, citing H. Windows & Doors, guidelines 7b and 12, also citing C. New Construction form and rhythm guideline 3. Seconded by Gotholm. The motion carried unanimously.

Other Business

Sigmon announced that the next meeting is scheduled for Thursday, October 23, 2025, at 7:00 PM in Council Chambers and inquired about scheduling the November meeting; all members present were available except Campbell. Edwards requested an update on 327 S. Oak St., noting that the structure had been painted and looks great, but questions remained regarding the windows being ordered. Sigmon stated that the property has six months to comply with the C.O.A. Campbell asked if the property is the owner's primary residence and Edwards clarified that the owner of 327 South Oak Street primary residence is in Banner Elk, NC.

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