

STATESVILLE CITY COUNCIL MEETING AGENDA

June 15, 2020

City Hall Council Chambers – 227 S. Center Street, Statesville, NC

Work Session – 5:00 p.m.

Pre-Agenda Meeting – 6:00 p.m.

Regular Meeting – 7:00 p.m.

- I Call to Order**
- II Invocation** (Only at Council meeting)
- III Pledge of Allegiance** (Only at Council meeting)
- IV Adoption of the Agenda** (Only at Council meeting)
- V Code of Ethics** (*Pg. 4*)
- VI Public Comment** (Only at Council meeting)
- VII Consent Agenda** – All items below are considered to be routine by City Council and will be enacted by one motion. There will be no separate discussion on these items unless a Council member so requests, in which event, the item will be removed from the Consent Agenda and considered with the other items listed in the Regular Agenda.
 - A. Consider approving the May 18, 2020 Pre-Agenda and Council Meeting minutes. *Pg. 7***
 - B. Consider approving second reading of an ordinance to amend the City Code as follows: Renumber Chapter 20 – Streets and Sidewalks to Chapter 21; Establish a new Chapter 20 – Stormwater; Amend Section 1.07 – General Penalty. (*Harrell*) *Pg. 24***
 - C. Consider approving the award of “Labor, Miscellaneous Material, and Equipment for Construction of Delivery Six” to Carolina Power and Signalization in the amount of \$882,852. (*Maclaga*) *Pg. 42***
 - D. Consider approving a Resolution directing the City Clerk to Investigate a Petition of Annexation for State F.F. LLC Fairfield Inn & Suites; 1243 Tonewood Street; Receive the City Clerk’s Certificate of Sufficiency; Consider approving a resolution setting the date of July 20, 2020 for a public hearing on the question of the petitioned annexation. (*Ashley*) *Pg. 45***
 - E. Consider approving a Resolution directing the City Clerk to Investigate a Petition of Annexation for Steve Irvin and Joye L. Lamberth; 405 Bristol Drive; Receive the City Clerk’s Certificate of Sufficiency; Consider approving a Resolution setting the date of July 20, 2020 for a public hearing on the question of the petitioned annexation. (*Ashley*) *Pg. 52***

- F. Consider approving 2nd reading of Text Amendment TA20-01 Filed by Ms. Angela Imes to Amend Article 9 Definitions, Section 9.02 Definitions, Adult/Child Home Day Care to allow a childcare center as a Child Home Day Care. *(Ashley) Pg. 58*
- G. Consider approving three hangar leases at the Statesville Regional Airport for: G.L. Wilson, Ralph Brown, and Carolina Aviation Technical Services, LLC. *(Ferguson) Pg. 64*

REGULAR AGENDA

- VIII Consider approving 2nd reading of annexation request AX20-01, an ordinance to annex the properties located adjacent to 110 Vance PO Road, PINs 4765-32-5949 & 4765-33-7215. *(Ashley) Pg. 108*
- IX Consider approving 2nd reading of rezoning request ZC20-01 for the properties located adjacent to 110 Vance PO Road; Tax Maps 4765-32-5949 & 4765-33-7215 IC-CB (Iredell County Community Business) to R-8MF (Medium-Density Multi-Family Residential Conditional Use) District. *(Ashley) Pg. 115*
- X Conduct a public hearing and consider approving site plan (Quasi-Judicial) P20-04 for the development of Cadence Statesville Senior Apartments located on Simonton Road, Tax Map 4755-23-7198. *(Ashley) Pg. 129*
- XI Consider approving first reading of an ordinance to amend the Rules of Procedure for City Council. *(Smith) Pg. 139*
- XII Consider approving a resolution to affix the terms, conditions, and rate for the interfund loan from the Electric Fund to the Airport Fund. *(Tucker) Pg. 156*
- XIII Consider funding water and sewer relocations and betterments associated with the NC Department of Transportation I-40/I-77 Interchange project (I-3819B) and approving Budget Amendment #23. *(Harrell) Pg. 160*
- XIV Consider awarding the construction contract for the Larkin Commerce Park water line extension to Fuller & Co. Construction, LLC and approving Budget Amendment #24. *(Harrell) Pg. 168*
- XV Approve two appointments to the Statesville Regional Airport Commission. *(Ferguson) Pg. 171*
- XVI Appoint two regular members and one alternate member to the Board of Adjustment. *(Ashley) Pg. 181*
- XVII Consider re-appointing two regular members to the Design Review Committee. *(Ashley) Pg. 187*
- XVIII Consider appointing two regular members to the Planning Board. *(Ashley) Pg. 191*
- XIX Consider appointing one new member and re-appointing four current members to the Stormwater Advisory Commission. *(Harrell) Pg. 199*

XX Boards and Commissions Updates *Pg. 205*

1. 05/21/2020 Stormwater Commission Meeting Minutes
2. 05/06/2020 Technical Review Committee Meeting Minutes

XXI Other Business

XXII Closed Session

XXIII Adjournment

RESOLUTION NO. 10-20

CODE OF ETHICS FOR THE CITY OF STATESVILLE

PREAMBLE

WHEREAS, the Constitution of North Carolina, Article 1, Section 35, reminds us that a “frequent recurrence to fundamental principles is absolutely necessary to preserve the blessings of liberty”; and

WHEREAS, a spirit of honesty and forthrightness is reflected in North Carolina’s state motto *Esse quam videri*, “To be rather than to seem”; and

WHEREAS, Section 160A-86 of the North Carolina General Statutes requires local governing boards to adopt a code of ethics; and

WHEREAS, as public officials we are charged with upholding the trust of the citizens of this city, and which obeying the law; and

NOW, THEREFORE, in recognition of our blessings and obligations as citizens of the State of North Carolina and as public officials representing the citizens of the City of Statesville, and acting pursuant to the requirements of Section 160A-86 of the North Carolina General Statutes, we, the Statesville City Council, do hereby adopt the following General Principles and Code of Ethics to guide the City Council in its lawful decision-making.

GENERAL PRINCIPLES UNDERLYING THE CODE OF ETHICS

- The stability and proper operation of democratic, representative government depend upon public confidence in the integrity of the government and upon responsible exercise of the trust conferred by the people upon their elected officials.
- Governmental decisions and policy must be made and implemented through proper channels and processes of the governmental structure.
- Board members must be able to act in a manner that maintains their integrity and independence yet is responsive to the interests and needs of those they represent.
- Board members must always remain aware that at various times they play different roles:
 - As advocates, who strive to advance the legitimate needs of their citizens
 - As legislators, who balance the public interest and private rights in considering and enacting ordinances, orders, and resolutions
 - As decision-makers, who arrive at fair and impartial quasi-judicial and administrative determinations
- Board members must know how to distinguish among these roles, to determine when each role is appropriate, and to act accordingly.
- Board members must be aware of their obligation to conform their behavior to standards of ethical conduct that warrant the trust of their constituents. Each official must find within his or her own conscience the touchstone by which to determine what conduct is appropriate.

CODE OF ETHICS

The purpose of this Code of Ethics is to establish guidelines for ethical standards of conduct for the City of Statesville and to help determine what conduct is appropriate in particular cases. It should not be considered a substitute for the law or for a board member’s best judgment.

Section 1. Board members should obey all laws applicable to their official actions as members of the board. Board members should be guided by the spirit as well as the letter of the law in whatever they do.

At the same time, board members should feel free to assert policy positions and opinions without fear of reprisal from fellow board members or citizens. To declare that a board member is behaving unethically because one disagrees with that board member on a question of policy (and not because of the board member's behavior) is unfair, dishonest, irresponsible, and itself unethical.

Board members should endeavor to keep up to date, through the board's attorney and other sources, about new or ongoing and pertinent constitutional, statutory, or other legal requirements or ethical issues they may face in their official positions. This educational function is in addition to the day-to-day legal advice the board may receive concerning specific situations that arise.

Section 2. Board members should act with integrity and independence from improper influence as they exercise the duties of their offices. Characteristics and behaviors consistent with this standard include the following:

- Adhering firmly to a code of sound values
- Behaving consistently and with respect toward everyone with whom they interact
- Exhibiting trustworthiness
- Living as if they are on duty as elected officials regardless of where they are or what they are doing
- Using their best independent judgment to pursue the common good as they see it, presenting their opinions to all in a reasonable, forthright, consistent manner
- Remaining incorruptible, self-governing, and unaffected by improper influence while at the same time being able to consider the opinions and ideas of others
- Disclosing contacts and information about issues that they receive outside of public meetings and refraining from seeking or receiving information about quasi-judicial matters outside of the quasi-judicial proceedings themselves
- Treating other board members, staff and the public with respect and honoring the opinions of others even when the board members disagree with those opinions
- Not reaching conclusions on issues until all sides have been heard
- Showing respect for their offices and not behaving in ways that reflect badly on those offices
- Recognizing that they are part of a larger group and acting accordingly
- Recognizing that individual board members are not generally allowed to act on behalf of the board but may only do so if the board specifically authorizes it, and that the board must take official action as a body.

Section 3. Board members should avoid impropriety in the exercise of their official duties. Their official actions should be above reproach. Although opinions may vary about what behavior is inappropriate, this board will consider impropriety in terms of whether a reasonable person who is aware of all of the relevant facts and circumstances surrounding the board member's action would conclude that the action was inappropriate.

If a board member believes that his or her actions, while legal and ethical, may be misunderstood, the member should seek the advice of the board's attorney and should consider publicly disclosing the facts of the situation and the steps taken to resolve it (such as consulting with the attorney).

Section 4. Board members should faithfully perform the duties of their offices. They should act as the especially responsible citizens whom others can trust and respect. They should set a good example for others in the community, keeping in mind that trust and respect must continually be earned.

Board members should faithfully attend and prepare for meetings. They should carefully analyze all credible information properly submitted to them, mindful of the need not to engage in

communications outside the meeting in quasi-judicial matters. They should demand full accountability from those over whom the board has authority.

Board members should be willing to bear their fair share of the board's workload. To the extent appropriate, they should be willing to put the board's interests ahead of their own,

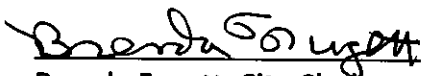
Section 5. Board members should conduct the affairs of the board in an open and public manner. They should comply with all applicable laws governing open meetings and public records, recognizing that doing so is an important way to be worthy of the public's trust. They should remember when they meet that they are conducting the public's business. They should also remember that local government records belong to the public and not to board members or their employees.

In order to ensure strict compliance with the laws concerning openness, board members should make clear that an environment of transparency and candor is to be maintained at all times in the governmental unit. They should prohibit unjustified delay in fulfilling public records requests. They should take deliberate steps to make certain that any closed sessions held by the board are lawfully conducted and that such sessions do not stray from the purposes for which they are called.

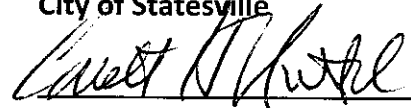
Section 6. This Code of Ethics should be re-executed by each sitting Council member during the first meeting in January each calendar year.

Accepted this the 2nd day of February, 2020.

ATTEST:


Brenda Fugett, City Clerk



City of Statesville

Constantine H. Kutteh, Mayor

MINUTE BOOK 29, PAGE 082
STATESVILLE CITY COUNCIL PRE-AGENDA MEETING – MAY 18, 2020
CITY HALL – 2nd FLOOR CONFERENCE ROOM, STATESVILLE, NC – 6:00 P.M.

Council Present: Mayor Constantine H. Kutteh presiding, J. Johnson, Morgan, Staford, Jones, Lawton, Foster, S. Johnson, Allison

Council Absent: 0

Staff Present: R. Smith, Fugett, Staley, Davis, Nesbit, Gregory, Harrell, Ashley, Messick via phone

Media: 0

Others: 0

I Call to Order

Mayor Kutteh called the meeting to order. He reminded Council that a Budget Workshop meeting will be held Tuesday, May 19th beginning at 4:00 p.m. in the Council Chambers. Mayor Kutteh advised that a Closed Session will be held following the Pre-Agenda meeting.

Mayor Kutteh announced that a text amendment to the Unified Development Code to amend Article 9 - Definitions, Section 9.02 – Adult/Child Home Daycare, to allow a maximum of 12 children instead of 8 was removed from the agenda after the public hearing notice was advertised in the newspaper. The item will be considered by Council at a later date and will be re-advertised for that date.

II Invocation (Only at Council Meeting)

III Pledge of Allegiance (Only at Council Meeting)

IV Adoption of the Agenda (Only at Council Meeting)

V Public Comment (Only at Council Meeting)

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

A. Consider approving the May 04, 2020 Council Meeting minutes.

Council member Staford said that in regard to Item VII in the minutes, he believed that Nathan Duggin's, the attorney representing several residents who live on Bell Farm Road, question was in regard to the change in venue for the meeting, not the timing of the zoning notification that was put out months ago and had been delayed many times.

B. Consider approving a Waiver Agreement, and an Ordinance and a Clerk's Certificate for the Waiver Agreement, in order to receive the wholesale power bill electronically through e-mail from ElectriCities NCMPA1. (Maclaga)

Mayor Kutteh stated that ElectriCities NCMPA1 would like to send the monthly wholesale power bill electronically through e-mail as opposed to the current arrangement through the postal service.

C. Consider approving a Contract Line Crew Labor Contract with Sumter Utilities, Inc. with an initial purchase order amount of \$300,000. (Maclaga)

Mayor Kutteh said that in 2018 the City entered into Assembly Units contracts with Lee Electric and Williams Electric to perform overhead and underground electric line projects. The original contracts fixed prices for two years. Once the two year contracts expired, both of these companies wanted pay well above current year levels, so staff solicited new pricing in 2020. Sumter Utilities, Inc. appears to be the overall lowest cost provider. There are sufficient funds in this year's budget to pay for this contract.

Council member Staford questioned if the \$1 million liability and \$1 million umbrella insurance policies are sufficient for the types of big projects that these companies are doing and if there is a mistake there is potential for a catastrophic event. He

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stated that he believes they should be at least \$3-\$5 million. City Manager Ron Smith said that during the contract review he would ask City Attorney Messick to coordinate with the City Risk Manager, Lynn Smyth, to make sure that the City has enough coverage.

Council member Staford said the contract states that the City provides the materials, but the contractor is responsible, at their cost, if the materials fail and he sees that as something that could become a litigious issue. He asked that the City Attorney and the City Manager review this. Ron Smith asked if he is comfortable with allowing staff to move forward with this once Maclaga and Messick review it. Staford replied that he was.

D. Consider approving a request to demolish the fire damaged detached garage located at 628 West End Avenue. (Ashley)

Mayor Kutteh stated that Planning Director Sherry Ashley had advised him that the applicant is currently working on a site plan for a replacement of the existing garage. Staff is requesting Council's approval of the demolition of the fire damaged garage and to also allow the applicant to plant grass in the area until such time that the applicant has a site plan to submit to rebuild.

Council member J. Johnson said that the building was never really a garage. Mayor Kutteh confirmed with Ashley that the applicant can still rebuild a garage.

Council member Staford asked if the Historic Preservation Commission (HPC) can approve an item if they voted "No" almost unanimously on one of the Findings of Fact.

City Attorney Messick said that if the HPC voted No to one of the Findings of Fact, then they should ultimately vote No to approve.

Mayor Kutteh clarified that the question that Council member Staford is asking is, was the HPC within its rights to make the Findings of Fact that they found and reach the conclusion that they reached.

Messick replied that if the HPC found No to the Findings of Fact, then she is not sure how they reached the conclusion that they did. Mayor Kutteh reviewed the responses by the HPC members to each of the five Findings of Fact. He asked Sherry Ashley if she had any information to add. Ashley replied that this is one of the issues that staff is experiencing with the City's quasi-judicial boards, trying to get them to understand that, but most of the time, that may happen with one or two Findings of Fact, but usually the majority of the Findings of Fact that they go through support their decision, but it is correct that if there is a unanimous No on one, then yes, the application should be denied.

Mayor Kutteh said that obviously if an accessory structure that was built at the same time as the main structure is torn down, then it would affect the historic character of the property, but what should be done in a case such as this, a half burned structure cannot be left that way and as he recalls this structure was constructed later with brick that was similar to the original brick and he wondered if it would change things if there was a Site Plan that showed a similar garage built in its place.

Ashley pointed out that in the Staff Report it does not state when the garage/shed was built, the build date is unknown. Also if that philosophy is taken by Council, then nothing in the Historic District could be torn down because it changes the fabric of the Historic District and she does not believe that is the intent of the Findings of Fact on a case by case basis. Council member Staford said that the only reason he brought this up was because this meeting could not be attended by the public and so if one of the neighbors came later and said that the City violated something, he wanted to make sure that all requirements were met.

REGULAR AGENDA

VII Hold a public hearing on the proposed Fiscal Year 2020-2021 Budget. (Tucker)

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VIII Conduct a public hearing and consider approving Site Plan P20-03 (Quasi-Judicial) filed by Beretta Development for mini-warehouses located at 1739 Wilkesboro Highway, Tax Map 4735-35-1603. (Ashley)

Ashley explained to Council members that if the Site Plan for a property that is already zoned for that use meets the requirements of the Unified Development Ordinance, then they must approve it. The only way that Council can add conditions to the Site Plan is if the applicant agrees to the conditions. She added that only the adjoining property owners have standing, which is the right to present evidence and testimony in regard to the Site Plan, it is not a Legislative decision where anyone in the City can say they do not want it. Ashley stated that whoever speaks and presents testimony should be testimony and

factual, not hearsay or opinion and it must be a property owner with standing, somebody who is going to prove to Council that they are directly affected by the Site Plan.

IX Conduct a public hearing and consider approving first reading of Rezoning Request ZC20-03 filed by Calvary Baptist Church for the property located at 504 Whites Mill Road; Tax Map 4743-27-0142 from HI (Heavy Industrial) to R-15 (Urban Fringe Low-Density Residential) District. (Ashley)

Sherry Ashley stated that Calvary Baptist Church is requesting to rezone the property located at 504 Whites Mill Road from HI (Heavy Industrial) District to the R-15 (Urban Fringe Low-Density Residential) District. The purpose of this rezoning request is to allow the existing church to expand. The site is approximately 9.369 acres in size and currently has a church and fellowship hall located on it. The property is zoned HI and churches are not allowed in the HI District making the use non-conforming. Therefore, additions to a non-conforming use would not be permitted. The request to rezone to the R-15 District will bring the church use into compliance with the Unified Development Ordinance and the surrounding zoning districts. The site is in the City's Extra-territorial Jurisdiction and has City water (at outside rates) and City electric. Sewer is in the area but not utilized by the church at this time. The 2005 Land Use Plan calls for this property to be Mixed Use. Any additions/expansions to the church will require review and approval by the Technical Review Committee (TRC). Staff had discussed annexation with the church.

Mayor Kutteh said that there is precedent for doing this with possible future annexation of the property.

Council member Staford asked if the church would be subject to Stormwater regulations and fees if annexed into the City. Ashley replied that they would be subject to Stormwater regulations for any new expansion and would be required to pay Stormwater Fees on any existing development if annexed.

X Consider accepting an offer from the NC Department of Transportation to purchase a portion of a City-owned parcel for right-of-way and easements for the I-3819B (I-40 / I-77) Interchange project. (Harrell)

XI Receive information on a proposed new chapter to the City Code: Chapter 20 – Stormwater. (Harrell)

No discussion.

XII Boards and Commissions Updates

1. 04/02/2020 and 04/23/2020 Historic Preservation Commission Meeting Minutes
2. 04/28/2020 Planning Board Meeting Minutes
3. 04/15/2020 Technical Review Committee Meeting Minutes

XIII Other Business

XIV Closed Session

Mayor Kutteh stated that Council would not be discussing any Economic Development matters and asked for a motion to move to Closed Session to consult with the City Attorney on a legal matter and to protect the attorney-client privilege.

Council member Foster made a motion to move to Closed Session in accordance with N.C.G.S. 143-318.11(a)(3) to consult with the City Attorney and to protect the attorney-client privilege, seconded by Council member J. Johnson. The motion carried unanimously.

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Upon return from Closed Session, Mayor Kutteh advised that Council consulted with the City Attorney and no action was taken.

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

Brenda Fugett, City Clerk

Constantine H. Kutteh, Mayor

**MINUTE BOOK 29, PAGE
STATESVILLE CITY COUNCIL MEETING – MAY 18, 2020
CITY HALL – 2nd FLOOR CONFERENCE ROOM, STATESVILLE, NC – 7:00 P.M.**

Council Present: Mayor Constantine H. Kutteh presiding, J. Johnson, Morgan, Staford, Jones, Lawton, Foster, S. Johnson, Allison

Council Absent: 0

Staff Present: R. Smith, Fugett, Staley, Davis, Nesbit, Gregory, Harrell, Ashley, Messick via phone

Media: 0

Others: 0

I Call to Order

Mayor Kutteh called the meeting to order.

II Invocation

Mayor Kutteh gave the invocation.

III Pledge of Allegiance

Mayor Kutteh led the Pledge of Allegiance.

IV Adoption of the Agenda

Mayor Kutteh stated that Item X was removed from the agenda during the Pre-Agenda meeting.

Council member J. Johnson made a motion to adopt the amended agenda seconded by Council member Allison. The motion carried unanimously.

Mayor Kutteh announced that TA20-01, a text amendment to the Unified Development Code to amend Article 9 - Definitions, Section 9.02 – Adult/Child Home Daycare, to allow a maximum of 12 children instead of 8, was removed from the agenda after the public hearing notice was advertised in the newspaper. The item will be considered by Council at a later date and will be re-advertised for that date.

V Public Comment

Mayor Kutteh stated that no comments had been received for the Public Comment period or for the Budget public hearing. He explained that the most recent Executive Order from the NC Governor requires that any public comment or public hearing period must be held open for 24 hours after the meeting is conducted if using any remote means. If no comments are received for a public hearing that is on the agenda within 24 hours after the meeting, then that public hearing will be closed. If a comment(s) is received, then the public hearing on that matter will be kept open until the June 1st Council meeting at which time Council will insert those comments into the record and close that particular public hearing.

VI Consent Agenda

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

Mayor Kutteh reviewed the following Consent Agenda:

- A. Consider approving the May 04, 2020 Council Meeting minutes.**
- B. Consider approving a Waiver Agreement, and an Ordinance and a Clerk's Certificate for the Waiver Agreement, in order to receive the wholesale power bill electronically through e-mail from ElectriCities NCMPA1. (Maclaga)**
- C. Consider approving a Contract Line Crew Labor Contract with Sumter Utilities, Inc. with an initial purchase order amount of \$300,000. (Subject to review by the City Attorney) (Maclaga)**
- D. Consider approving a request to demolish the fire damaged detached garage located at 628 West End Avenue. (Ashley)**

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

REGULAR AGENDA

VII Hold a public hearing on the proposed Fiscal Year 2020-2021 Budget. (Tucker)

City Manager Ron Smith stated that no comments have been received thus far for this item, but in accordance with the Governor's Executive Order, the public hearing will remain open for 24 hours following the meeting to receive any comments. He advised that a Budget Workshop meeting will be held Tuesday, May 19th at 4:00 p.m. in the City Hall Council Chambers. In response to Council member Staford he confirmed that the meeting will be broadcast live.

Mayor Kutteh declared the public hearing open. He declared the public hearing closed and advised that there was no one who wished to speak remotely at this time and that no comments have been received thus far; however the public hearing will remain open for 24 hours to receive comments and if any comments are received, the public hearing will remain open until the June 1st Council meeting and those comments will be read into the record. Otherwise, the public hearing will be declared closed at this time tomorrow.

VIII Conduct a public hearing and consider approving Site Plan P20-03 (Quasi-Judicial) filed by Beretta Development for mini-warehouses located at 1739 Wilkesboro Highway, Tax Map 4735-35-1603. (Ashley)

Mayor Kutteh swore in those who planned to testify: Sherry Ashley, Matt Grant via phone, and Ken Whitley via phone.

Planning Director Sherry Ashley gave the following Staff Report:

The site is located at 1739 Wilkesboro Highway behind the Old Wilkes Shopping Center. The property is currently 2.583 acres in size and is proposed to be developed with mini warehouses. The site is zoned B-4 (Highway Business) District. The site will be accessed

from the existing driveway off Wilkesboro Highway that also serves the rear of the Old Wilkes Shopping Center (Food Lion).

New construction in the B-3, B-4 or B-5 zoning districts are required to get Planning Board and City Council approval. The site plan indicates a total of 3 buildings (26,154 sq. ft.). The setback requirements have been met. New landscaping and existing vegetation are shown on the plan, however additional vegetation will need to be planted in accordance with the Unified Development Ordinance (UDO) if the existing vegetation is not enough or is removed i.e. street yard, north and west property boundaries. The site has 14 parking spaces which meets the requirement of the UDO. Stormwater measures are required and shown as a combination of underground pipes and an above ground sand filter. Curb and gutter were not required by NCDOT on this section of Wilkesboro Highway however fee in lieu of will be submitted to the City instead of installing the sidewalk. The exterior walls of the mini warehouses are required to be wood, masonry, stone or architectural metal however the Board of Adjustment granted a variance to allow utilitarian metal on the rear wall of building #1, three sides of building #2 except the eastern side and all walls of building #3. This was contingent upon increasing the buffer adjacent to Food Lion from 8 ft. to 10 ft. and planting an opaque screen halfway down building #2. The site plan indicates the buffer requirement. The elevations indicate the brick walls and the utilitarian metal walls for each building.

The Technical Review Committee approved the site plan at its April 01, 2020 meeting contingent upon NCDOT approval, providing the City a copy of the Cross-Access Agreement, and approval of Stormwater Plans. NCDOT has since approved the plan. The Board of Adjustment granted the variance on March 17, 2020. The Planning Board unanimously recommended to approve the site-plan contingent upon the landscaping being met for the street yard, north and west boundaries if existing vegetation is deficient or removed, providing the City a copy of the Cross-Access Agreement and approval of the Stormwater Plans. Otherwise the plan meets the requirements of the Unified Development Ordinance. There was no citizen opposition at the Planning Board meeting.

The tax value of the land is \$134,160. The estimated value of the completed development is approximately \$800,000. City water, sewer, and electric will service the site.

Staff recommends approving the site plan contingent upon the landscaping requirements being met for the street yard, north and west boundaries if existing vegetation is deficient or removed, providing the City a copy of the Cross-Access Agreement and approval of the Stormwater Plans. Otherwise the plans meet the requirements of the Unified Development Ordinance.

Ashley explained to Council members that if the Site Plan for a property that is already zoned for that use meets the requirements of the Unified Development Ordinance (UDO), then they must approve it, and that the only way that Council can add conditions to the Site Plan is if the applicant agrees to the conditions. She added that only the adjoining property owners have standing, which means "the right to present evidence and testimony in regard to the Site Plan", it is not a Legislative decision where anyone in the City can say they do not want it. Ashley stated that whoever speaks and presents testimony, the testimony must be factual and not hearsay or opinion. Also, anyone testifying must be a property owner with standing, somebody who is going to prove to Council that they are directly affected by the Site Plan.

Council member Staford asked what the Board of Adjustment's justification was for granting the variance for the siding. Ashley stated that it was based on the fact that the sides of the building could not be seen from Highway 21. Staford questioned if the UDO needs to be changed because this has issue has went to the BOA in the past. Ashley replied that staff will be presenting and recommending a text amendment to Council in the near future regarding this issue in the B-3, B-4, and B-5 zoning districts based on variances granted that have been by the Board of Adjustment.

Council member Staford said that in talking to some of the neighbors next to this site, he pointed out that the site plan in the packet on Page 42 is incorrect, this does not go into that other neighborhood and take up that house site as proposed on the site plan in the packet. Ashley clarified that Council member Staford was looking at the aerial map. She stated that she is not sure why the photo in the packet shows that it extends into that area, but it is not correct, and it does not extend into those existing sub-division lots.

Council member S. Johnson stated that the site is in close proximity to residential units and asked if the UDO has any stipulations as to what kind of lighting can be used. Ashley replied that the ordinance requires that the lighting must be directed downcast and not shine or be directed toward residential uses. If staff receives any complaints from residential units, they will direct the property owner to correct it.

Council member Staford asked if Council can require an opaque border on the west side of the property. Ashley replied that this could be a condition, but the ordinance already requires a fairly large buffer and the applicant is proposing not to disturb that area. In her review of the site, she could see the house through the existing landscape, but that once the grading is done and the site is under construction and the building is built, if there is not enough, then staff will require there to be additional landscaping added. Staford said that what landscaping is currently there is deciduous and will lose it leaves in the fall. Ashley advised that this is one of the conditions that staff, and the Planning Board recommended so there could be a requirement to install at a later date.

There being no other questions from Council, Mayor Kutteh declared the public hearing open.

Matt Grant explained that the site will be cut down on the west side so the adjoining property will be looking down at the top of the buildings. He said that if the landscaping does not meet the requirements then they will do what is necessary to meet those requirements.

Council member Staford stated that he went out and spoke to the property owners that are along the back side of this site and the day that he went out there he had received an e-mail stating that they wanted item this postponed until they could attend in person. It was his understanding of the law that if there was a request to postpone a quasi-judicial hearing it would automatically be postponed. He said the property owner asked him how he could attend the meeting if he cannot come to City Hall. Council member Staford said he told him that he did not need to worry about it because the item has been postponed. He asked for guidance from City Attorney Messick since the item is actually moving forward.

City Attorney Messick asked if the request came from a person with standing, an adjacent property owner to the site. Council member Staford replied that that the property owner is

contiguous to the site. Mayor Kutteh asked if this person would have to make their request within 24 hours of this time. Messick replied that would be the most appropriate way since they have not contacted the City Council in the most direct way. She cautioned Council members that this is a quasi-judicial proceeding and if they talk to a property owner prior to the hearing, then they are required to disclose to the other Council members the entirety of that conversation in making your decision since this is a quasi-judicial decision.

Council member Staford said that an adjacent property owner voiced three primary concerns to him:

1. Will there be 24-hour access to the facility and if so, can Council limit the hours so that it is not 24-hour access?
2. Concerned that the site lighting will shine into his backyard. Staford said that Ashley had addressed the lighting concern earlier stating that if it is, then staff can direct the property owner to correct it. Ashley stated that she is not saying that there will not be any light shining into the adjacent backyard, there may be some, but it will not be directly cast towards the neighbor. She pointed out that when an adjacent property is lit and was not before, then there has to be a reasonable expectation that there is going to be some light shining on the property next to it.
3. Asked that an opaque buffer be installed along the west side of the property. Matt Grant explained that the site is cut down on the west boundary side so will be below grade of the adjoining property. The site will have directional lighting that points down and should not adversely affect the adjoining property. He added that a 30 ft. buffer is required on the west side boundary and additional vegetation will be planted in accordance with the Unified Development Ordinance if the existing vegetation is not enough or is removed.

Mayor Kutteh asked if this is a 24-hour facility. Ken Whitley replied that there will be a gate with a keypad that will allow 24-hour access to customers, but the chance that anyone would be there at 2 or 3 in the morning are very small. The gate will be closed at all times and the only people that are allowed access are those that have a rental unit.

Mayor Kutteh asked Ashley if Council can impose a restriction to limit the access hours. Ashley replied that the applicant would have to agree to that condition. She reiterated that only those with the code will be able to get into the facility and that there is also fencing in between the buildings that require access codes to get into.

Council member Morgan stated that he received an e-mail from a resident on Beverly Drive referring essentially to the same concerns that Council member Staford had related; however; this person does not have standing as Beverly Drive which is across Highway 115 and not adjacent to the site. He asked Council member Staford to share the e-mail that he had received from the adjoining property owner that had requested to postpone this item with the rest of Council and the Planning Department staff. Council member Staford advised that he did not receive an e-mail, he talked to the adjacent property owner directly. Staford said he told the person that had standing, that an e-mail had come in asking for this item to be postponed. He did not know at that time that a person had to have standing to request a postponement. Council member Morgan asked Staford if he had received a request from the adjacent property owner, who has standing, to postpone this item. Staford replied that the adjoining property owner with standing had asked him

how he would be able to attend the meeting. Morgan clarified that this person asked verbally and asked if this person actually made a request to Council member Staford or the Planning Department that this item be postponed. Staford replied that he had not. Council member Morgan asked City Attorney Messick how Council should proceed in light of this information.

Mayor Kutteh clarified for Messick that Council member Staford talked to someone who has standing, and the question is, does that rise to the level that they can get a postponement on this item and given the standard of review, do they want to postpone it anyway. He asked if she believes that this even rises to the level that they can seek a postponement? Messick asked Council member Staford to repeat his exact conversation that he had with this individual that has standing to contest this. Mayor Kutteh stated that Council member Staford talked to this property owner and represented to the individual that since he had standing that he could have this item postponed since he could not attend the meeting and that he had the three questions/concerns about lighting, 24-hour access and the opaque buffer on the west boundary of the property. Council member Staford added that there was one other question from the property owner, which was, is if this coming through onto his street. Council member Stafford said he told him that it was his understanding that what was in the packet was misdrawn.

Messick said that she needed to confirm whether or not Council member Staford had made the representation to this person that he did not need to do anything further to contest the hearing proceedings in order for it to be continued. Council member Staford replied that he did make that representation. Messick stated that even though a formal written objection from this property owner was not received by staff or Council, it is reasonable for this property owner to rely on the representation, that he received from a City Council member, that he did not need to do anything else, and that this hearing would be continued. Mayor Kutteh stated that the public hearing would be left open until Council can convene in a live meeting.

Council member Staford asked that if the developer could meet the requirements of the buffer and the lighting, and that this resident was made aware of that, he may not have any objection to this item. Staford asked if Council can move forward with the process but give the adjoining property owner 24-hours to ask any questions he may have. Messick stated that if this person objects to having a remote hearing, then it must be continued. Messick said that the public hearing should be left open for 24 hours and that the Planning Department should contact this property owner and determine if he has any objections or if he is satisfied with what has transpired so far, not a Council member, as this is a quasi-judicial proceeding. If this property owner has objections, then this item should be continued until such time as Council can meet in person.

Mayor Kutteh asked Messick if she is suggesting that Council should not take a vote on the site plan approval at this time. Messick replied that is correct. Mayor Kutteh stated that this has been a waste of time and a better procedure is needed. Planning Director Sherry Ashley said that she would like to state for the record that this Site Plan went before the Board of Adjustment two months ago and the Planning Board one month ago and all adjoining property owners were notified at that time for both of these hearings and this is the first time that the Planning Department has heard of these concerns from an adjoining property owner that was relayed by Council member Staford this evening so she does not know when these e-mails were received. Mayor Kutteh replied that no e-mail was received

that was germane. There was one e-mail received by Council member Morgan, but that person did not have standing.

Council member Morgan pointed out that this is a by right B-4 zoning Site Plan that has been approved by the Technical Review Committee and the Planning Board because it meets the requirements of the City's Unified Development Code Ordinance. It is Council's job to uphold the Unified Development Code Ordinance.

Matt Grant said that he wanted to state for the record that this Council discussion has been held because a Council member talked to a neighbor prior to a quasi-judicial hearing, which as he understands it is not allowed, because the decision is supposed to be made on facts presented during the hearing.

Council member Stafford stated that he did not believe that a quasi-judicial hearing limits him from doing research. He said that even though a motion has not been made, he will say that he is in favor of this site plan, but this is his ward and he spoke to the neighbors to find out if they had any concerns. He said that prior to this he had received an e-mail stating that they would like this item to be postponed until the meeting could be open to the public. He said that the letter that was sent did not state that a person had to have standing, it only said that if anyone objects to an online meeting for a quasi-judicial issue, it will be automatically postponed until it can be held in person.

Ken Whitley asked if this Site Plan will be denied because a person who has standing objects that the site has 24-hour access. Mayor Kutteh replied that at this point, that has nothing to do with this delay. If a person that has standing has an objection, he has the right for the item to be postponed until he can be heard in person.

Council member Foster asked if Council should move to Closed Session to discuss this. Mayor Kutteh advised that this is not an allowed Closed Session item.

Council member S. Johnson pointed out that all the concerns expressed by the property owner that Council member Stafford talked to have been addressed.

Mayor Kutteh stated that the problem is that Council member Stafford has represented to this citizen that this item would be continued until a meeting can be held that the public can attend in person so he can state his concerns to Council.

Council member S. Johnson asked if Council could continue the public hearing for 24-hours and approve the site plan subject to there being no adverse comments received during that period. Messick replied that it may be, but the Planning Department should contact the property owner and confirm that he has no objections to the hearing being held remotely.

Mayor Kutteh declared the public hearing closed subject to if any comments are received within the next 24-hours, then the public hearing will remain open until the June 1st City Council meeting.

Council member S. Johnson made a motion to approve Site Plan P20-03 subject to receiving confirmation that the adjoining property owner has no formal objection to the hearing being held remotely and based on the Findings of Fact that the Site Plan meets the requirements of the UDO, this is a By-Right use for this zoning district,

and the concerns that have been raised by an adjoining property owner with standing have been satisfied, seconded by Council member Morgan.

Council member Staford asked Council member S. Johnson if his motion is saying that the existing vegetation buffer on the west boundary of the site is sufficient or will there be a requirement that it will be an opaque buffer. Council member S. Johnson replied that he will refer to Ms. Ashley's previous answer to this that once the grading is done, there will be a site inspection, and she will make a determination at that time as to whether or not that buffer comes into compliance with the UDO. Ashley interjected that the UDO does not require an opaque buffer, it requires a buffer with so many points of landscaping and staff will make sure that is met. S. Johnson said that he believes that with the combination of the site being down grade from that home and the required vegetative buffer it will be adequate.

Council member Staford pointed out that the Planning Board required an opaque buffer on the southern side, which is B4 to B4 zoning. Ashley explained that was because the Board of Adjustment granted a variance to allow utilitarian metal on the rear wall of building #1, three sides of building #2, except the eastern side, and all walls of building #3. This was contingent upon increasing the buffer adjacent to Food Lion from 8 ft. to 10 ft. and planting an opaque screen halfway down building #2. The Planning Board has consistently done this in the past. Anytime they have allowed the material to be changed to use utilitarian metal, they have required the additional screening as a tradeoff. Staford said that without the actual verbiage to require an opaque buffer on the west side, whatever is there is there as long as it meets the UDO requirements for vegetation. Ashley stated that the buffer must meet the number of points that is required for a 30 ft. buffer. Staford said the site could easily be quite visible to the adjacent homeowner. Ashley replied that they may be able to somewhat see through it, but it will not be a solid, opaque buffer. Staford asked how that judgement is made. Ashley replied that Planning Staff and the City Arborist would visit the site to identify which trees are deciduous and which are evergreen in order to determine what needs to be planted for an adequate buffer. Staford said he is trying to clarify that this will meet the adjacent homeowner's needs so this item can move forward. Ashley stated that unless it is a condition for an opaque buffer, staff will enforce what the UDO says as far as the number of points required for a 30 ft. buffer.

Mayor Kutteh asked for a vote on the motion. The vote on the motion was unanimous.

IX Conduct a public hearing and consider approving first reading of Rezoning Request ZC20-03 filed by Calvary Baptist Church for the property located at 504 Whites Mill Road; Tax Map 4743-27-0142 from HI (Heavy Industrial) to R-15 (Urban Fringe Low-Density Residential) District. (Ashley)

Mayor Kutteh announced that the Associate Pastor for the church, Mr. Crabtree is present via phone.

Sherry Ashley stated that Calvary Baptist Church is requesting to rezone the property located at 504 Whites Mill Road from HI (Heavy Industrial) District to the R-15 (Urban Fringe Low-Density Residential) District. The purpose of this rezoning request is to allow the existing church to expand. The site is approximately 9.369 acres in size and currently has a church and fellowship hall located on it. The property is zoned HI and churches are not allowed in the HI District making the use non-conforming. Therefore, additions to a non-conforming use would not be permitted. The request to rezone to the R-15 District will

bring the church use into compliance with the Unified Development Ordinance and the surrounding zoning districts. The site is in the City's Extra-territorial Jurisdiction and has city water (at outside rates) and city electric. Sewer is in the area but not utilized by the church at this time. The 2005 Land Use Plan calls for this property to be Mixed Use. Any additions/expansions to the church will require review and approval by the Technical Review Committee (TRC).

The surrounding zoning districts and land uses are as follows:

NORTH & EAST OF THE SITE: R-15M (Urban Fringe Low Density Residential/Manufactured Housing) District, Single-Family Homes and Pinehurst Forest Subdivision

SOUTH OF THE SITE: HI (Heavy Industrial) District, Undeveloped

WEST OF THE SITE: H-115 (Highway 115/Shelton Avenue Corridor) District, Single-Family Homes & Godfrey Lumber Company

There are no budget implications due to the church being located in the ETJ. The church already has city water and city electric. Garbage service would have to be contracted out. If future expansion requires sewer, the church could petition to annex. If the church is not rezoned it will not be allowed to expand under the existing HI district.

The 2005 Land Development Plan projects the property to be Mixed-Use. Though existing low-density residential does not fit in the Mixed-Use designation, churches, schools, parks etc. are allowed uses in residential districts and are allowed in the mixed-use designation. Therefore, the Planning Board and staff recommendation is favorable to rezone the property to R-15 because it is an existing church, and churches are allowed in residential districts, it is compatible with the uses and zoning of the surrounding area and it will allow a non-conforming use to come into compliance and expand. The City Manager also recommends approval of the rezoning.

If approved, the second reading of this request will be heard on June 1, 2020. If the second reading is approved, the property will be officially zoned R-15. The applicant can then submit expansion plans that will be reviewed by TRC.

Council member Staford asked why churches are not allowed in the HI district. Ashley replied this is not a particular location where churches would be. HI is more for industrial tax base jobs. He said he understands that, but he has seen vacant buildings in an HI district that have become churches and wonders if the code should be changed to allow them in the HI district. Ashley replied that Council can elect to do that, but staff has not had that many requests or seen it as a need up to this point to do that. She pointed out that it makes sense to rezone this particular property, but for example, Council probably would not want a church going into a vacant building in an industrial park. At this point, her recommendation is that there is no need to do a text amendment.

Council member S. Johnson recalled that years ago Iredell County had some heavy manufacturing in the southern end of the county. Churches were permitted in that zoning district by right at that time and some did build in the district. The County received constant complaints from the church on Sunday morning about the noisy plant right next door to

them, even though the plant was there first. He stated that is a good reason not to allow churches in HI districts. Ashley added that the City also does not allow store front churches downtown for that very reason because the City wants retail sales and services in the downtown.

Council member Staford asked if the city is considering rezoning that entire area in order to bring the three residential parcels tax value within reason for these properties. Ashley replied that the City has never rezoned a citizen's property involuntarily, only by owner request.

Council member Allison said she would like a collaboration between the church pastor, Council and staff so that everybody in the neighborhood knows what is going on. Ashley advised that the adjoining property owners were notified, so those three individual lots were notified that this rezoning is taking place.

Council member Foster clarified that this rezoning will not harm the prospect of any new businesses coming to the area. Ashley replied that the rezoning is parcel specific and will not affect any other parcels.

Council member Staford asked Ashley if she thinks that the zoning for these three properties will be changed when the land use plan update is complete. Ashley replied that it could be a result or Council could waive the fees for anyone that wants to rezone their property.

Mayor Kutteh declared the public hearing open.

Pastor Crabtree said that Ashley has done a good job presenting the staff report, and he will any questions.

There being no other speakers, Mayor Kutteh declared the public hearing closed contingent upon no comments being received for this item within the next 24-hours. If comments are received during that time, the public hearing will be continued to the June 1st Council meeting.

Council member Foster made a motion to approve ZC20-03 stating that in addition to approving this zoning amendment, this approval is also deemed an amendment to the City's comprehensive land use plan. The change in conditions the Planning Board has considered in amending the zoning ordinance to meet the development needs of the community are as follows: Though low-density residential does not fit in the Mixed-Use designation, churches, schools, parks etc. are allowed uses in residential districts. The rezoning request is compatible with the uses and zoning of the surrounding area and it will allow a non-conforming use to come into compliance. Council member Staford seconded the motion. The motion carried unanimously.

- X **Consider accepting an offer from the NC Department of Transportation to purchase a portion of a City-owned parcel for right-of-way and easements for the I-3819B (I-40 / I-77) Interchange project. (Harrell)**
This item was removed from the agenda.

XI Receive information on a proposed new chapter to the City Code: Chapter 20 – Stormwater. (Harrell)

Scott Harrell stated that staff is proposing to add a new chapter to the City Code. This chapter will contain guidelines and procedures for two required functions of the Stormwater Program: (1) Illicit discharge detection and elimination and (2) Tail ditch maintenance.

- (1) Illicit discharge detection and elimination (IDDE) is one of the six primary requirements of the City's Phase II NPDES (National Pollutant Discharge Elimination System) permit. It requires City staff to work with property owners to correct inappropriate discharges and connections to the City's storm drainage network, which includes storm drainpipes, drainage structures, channels, creeks and streams. The proposed Chapter 20 provides guidelines for identifying illicit discharges and connections, inspection authority for City staff, timelines and protocols for correcting such activity, enforcement procedures and civil penalties.
- (2) City-maintained storm drainage infrastructure is often affected by conditions outside of City right-of-way (ROW), when the tail ditches that carry flows away from City infrastructure become blocked or clogged due to lack of maintenance. About one-fourth of identified stormwater infrastructure issues involve tail ditch issues, but City staff have limited options to address these concerns due to a 1995 City resolution (Resolution 21-95) that prohibits City crews from working on private property. The proposed Chapter 20 provides guidelines and criteria for City staff to perform tail ditch maintenance outside of City ROW.
- (1) The City's Phase II NPDES permit went into effect on November 11, 2016. The permit specifies a 60-month time frame, or by November 11, 2021, for implementing six stormwater-related activities. Illicit discharge detection and elimination is one of the six required activities.
- (2) On September 17, 2018, Council instructed staff to include tail ditch maintenance in the scope of the Stormwater Program. Funding for this work was included in the Stormwater Utility that went into effect July 1, 2019.
- (3) On August 21, 1995, Council adopted Resolution 21-95 prohibiting City forces from working on private property.

The Stormwater Program budget was developed to fund all required and anticipated program tasks, including IDDE and tail ditch maintenance. The City will be found in violation of its NPDES permit and could be subject to penalties and/or fines if the IDDE practice is not in place by November 11, 2021. City storm drainage infrastructure will continue to be impacted by poor tail ditch maintenance. A draft ordinance establishing the proposed new chapter is attached. This ordinance will accomplish the following:

- (1) Renumber Chapter 20 – Streets and Sidewalks to Chapter 21 (the Code chapters are arranged alphabetically; there currently is no Chapter 21);
- (2) Establish a new Chapter 20 – Stormwater;
- (3) Amend Section 1.7 of the City Code to prevent a conflict with Section 20.29 of the proposed new chapter, related to civil penalties.

Staff will also request that Council consider repealing Resolution 21-95 to allow tail ditch maintenance outside City ROW (on private property), in accordance with the guidelines in the proposed Chapter 20.

- Staff anticipates placing 1st reading of the proposed ordinance on the June 1, 2020 Council agenda. If 1st reading is approved on June 1, 2nd reading will be on the June 15, 2020 agenda.
- Once 2nd reading is approved, Stormwater Program staff will begin performing IDDE and tail ditch maintenance activities immediately.

XII Boards and Commissions Updates

1. 04/02/2020 and 04/23/2020 Historic Preservation Commission Meeting Minutes
2. 04/28/2020 Planning Board Meeting Minutes
3. 04/15/2020 Technical Review Committee Meeting Minutes

XIII Other Business

Mayor Kutteh announced that Statesville is very behind in Census responses. He said that doing this is very important for funding for our area. He encouraged all to participate in the census.

XIV Closed Session

None

Council member S. Johnson made a motion to adjourn, seconded by Council member Foster. The motion carried unanimously.

Brenda Fugett, City Clerk

Constantine H. Kutteh, Mayor

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Scott Harrell, Executive Director of Public Works / City Engineer

DATE: June 03, 2020

ACTION NEEDED ON: June 15, 2020
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving second reading of an ordinance to amend the City Code as follows:

- **ReNUMBER Chapter 20 – Streets and Sidewalks to Chapter 21;**
- **Establish a new Chapter 20 – Stormwater;**
- **Amend Section 1.07 – General Penalty.**

Summary of Information: Staff is proposing to add a new chapter to the City Code. This chapter will contain guidelines and procedures for two required functions of the Stormwater Program: (1) Illicit discharge detection and elimination and (2) Tail ditch maintenance.

- (1) Illicit discharge detection and elimination (IDDE) is one of the six primary requirements of the City's Phase II NPDES (National Pollutant Discharge Elimination System) permit. It requires City staff to work with property owners to correct inappropriate discharges and connections to the City's storm drainage network, which includes storm drainpipes, drainage structures, channels, creeks and streams. The proposed Chapter 20 provides guidelines for identifying illicit discharges and connections, inspection authority for City staff, timelines and protocols for correcting such activity, enforcement procedures and civil penalties.
- (2) City-maintained storm drainage infrastructure is often affected by conditions outside of City right-of-way (ROW), when the tail ditches that carry flows away from City infrastructure become blocked or clogged due to lack of maintenance. About one-fourth of identified stormwater infrastructure issues involve tail ditch issues, but City staff have limited options to address these concerns due to a 1995 City resolution (Resolution 21-95) that prohibits City crews from working on private property. The proposed Chapter 20 provides guidelines and criteria for City staff to perform tail ditch maintenance outside of City ROW, as well as maintenance and repair of other storm drainage infrastructure outside of City ROW for the purpose of **protecting** City-**owned** infrastructure.

Previous Council or Relevant Actions:

1. **June 1, 2020:** Council approved first reading of the proposed ordinance and repealed Resolution 21-95 prohibiting City forces from working outside the right-of-way.
2. **September 17, 2018:** Council instructed staff to include tail ditch maintenance in the

scope of the Stormwater Program. Funding for this work was included in the Stormwater Utility that went into effect July 1, 2019

3. **November 11, 2016:** The City's Phase II NPDES permit went into effect. The permit specifies a 60-month time frame, or by November 11, 2021, for implementing six stormwater-related activities. Illicit discharge detection and elimination is one of the six required activities.
4. **August 21, 1995:** Council adopted Resolution 21-95 prohibiting City forces from "providing labor and equipment concerning storm drains, creeks, ditches, etc. on private property."

Budget/Funding Implications: The Stormwater Program budget was developed to fund all required and anticipated program tasks, including IDDE and tail ditch maintenance.

Consequences for Not Acting: The City will be found in violation of its NPDES permit and could be subject to penalties and/or fines if the IDDE practice is not in place by November 11, 2021. City storm drainage infrastructure will continue to be impacted by poor tail ditch maintenance.

Department Recommendation: Staff recommends approving second reading of the attached ordinance to amend the City Code as follows:

1. Renumber Chapter 20 – Streets and Sidewalks to Chapter 21 (the Code chapters are arranged alphabetically; there currently is no Chapter 21);
2. Establish a new Chapter 20 – Stormwater;
3. Amend Section 1.7 of the City Code to prevent a conflict with Section 20.29 of the proposed new chapter, related to civil penalties.

Manager Comments: concur with staff's recommendation.

Next Steps: Once second reading is approved, Stormwater Program staff will begin performing IDDE and tail ditch maintenance activities immediately.

Attachments:

1. Proposed Ordinance establishing Chapter 20 - Stormwater and related Code amendments.

ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 20 OF THE STATESVILLE CITY CODE

WHEREAS, the City of Statesville is directed by the Federal Water Pollution Control Act of 1972 ("Clean Water Act") and the Federal Phase II Stormwater Rules promulgated under it, as well as the rules of the North Carolina Environmental Management Commission promulgated in response to Federal Phase II requirements, to incorporate Illicit Discharge Detection and Elimination into the activities of the City and,

WHEREAS, the Statesville City Council has directed that staff should incorporate maintenance of tail ditches into the activities of the City's Stormwater Program and,

WHEREAS, it is appropriate to codify these changes in a new Chapter 20 of the Statesville City Code,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STATESVILLE:

- Chapter 20 – Streets and Sidewalks is renumbered to Chapter 21 – Streets and Sidewalks and;
- Section 1-7. – General Penalty is amended to read as follows:

(b) **Except as set forth in subsection (c),** ~~✓~~violation of any provision of this Code shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00), to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within a period of seventy-two (72) hours after he has been cited for violation of the ordinance. Citation shall be in writing, signed by the appropriate department head or the department head's designee charged with the enforcement of the particular ordinance which has been violated, and shall be delivered or mailed to the offender either at his residence or at his place of business or at the place where the violation occurred. Each day's continuing violation shall be a separate and distinct offense. Violations of the following provisions shall not be misdemeanors, but shall subject the offender to the civil penalty; chapter 3; chapter 5; chapter 9; chapter 10; chapter 11; portions of chapter 12, including sections 12-4, 12-86, 12-125 and 12-170; chapter 13; portions of chapter 14, excluding section 14-11, subsection (a), sections 14-17 through 14-19, 14-52 through 14-54 and section 14-76; section 15-37; chapter 19; chapter 20; chapter 21; chapter 22, excluding section 22-2; chapter 23, article VIII; and the city's zoning ordinance. Any action to recover such civil penalty may be joined in action for appropriate equitable or other legal remedy, including injunctions and orders of abatement and including an action to recover damages owing to the city by reason of expenses incurred by the city in abating, correcting, limiting and otherwise dealing with the harmful effects of the offending action.

(c) Violations of Chapter 20 shall subject the offender to civil penalties as set forth in Section 20-29.

- A new Chapter 20 – Stormwater is established to read as follows:

CHAPTER 20 – STORMWATER

Article I. – GENERAL

Article II. – ILLICIT DISCHARGE AND ILLICIT CONNECTION

Article III. – TAIL DITCH MAINTENANCE

ARTICLE I. – GENERAL

Sec. 20-1. – Supervision of Work.

It shall be the duty of the Public Works Director and the Stormwater Program Manager, or their authorized representative, to supervise all work upon the stormwater conduits, structures, basins, and channels belonging to the city which are now or may be established. They shall report from time to time to the city council as directed on the condition of the stormwater conduits, structures, basins, and channels belonging to the city and, generally, keep the stormwater infrastructure of the city free from obstructions and in a state of good repair.

Sec. 20-2. – 20-25. – Reserved.

ARTICLE II. – ILLICIT DISCHARGE AND ILLICIT CONNECTION

Sec. 20-26. - General Provisions.

- (a) *Authority.* The City Council of the City of Statesville, further referred to herein as “the City”, is authorized to adopt this section pursuant to North Carolina law, including but not limited to, Article 14, Section 5 of the Constitution of North Carolina; G.S. 143-214.7 and rules promulgated by the environmental management commission thereunder; Session Law 2004-163, G.S. 160A-174 and 160A-185.
- (b) *Findings.* It is hereby determined that:
- (1) Pollutants allowed to enter streams and lakes are harmful to public health and safety as well as to the natural environment.
 - (2) Further, the Federal Water Pollution Control Act of 1972 ("Clean Water Act") and Federal Phase II Stormwater Rules promulgated under it, as well as rules of the North Carolina Environmental Management Commission promulgated in response to Federal Phase II requirements, compel certain urbanized areas, including this jurisdiction, to adopt minimum stormwater controls such as those included in this section.
 - (3) Therefore, the Statesville City Council establishes this set of water quality regulations to meet the requirements of state and federal law regarding non-stormwater discharges to the storm drainage system.
- (c) *Purpose.* The purpose of this article is to provide for the health, safety, and general welfare for the citizens of the City of Statesville through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This article establishes methods for controlling the introduction of pollutants into the municipal separate storm

sewer system (MS4) in order to comply with requirements of the City's National Pollutant Discharge Elimination System (NPDES) permit. The objectives of this article are:

- (1) To enforce the City's Stormwater Management Program;
- (2) To reduce or prevent pollutants in the MS4 to the maximum extent practicable;
- (3) To prohibit illicit connections and discharges to the MS4;
- (4) To prevent improper disposal of materials that degrade water quality; and
- (5) To authorize all inspections, surveillance and monitoring procedures necessary to ensure compliance with this article.

(d) *Definitions.* For the purposes of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (1) *Clean Water Act.* The federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*), and any subsequent amendments thereto.
- (2) *Construction Activity.* Activities subject to NPDES construction permits. These include construction projects resulting in land disturbance of one acre or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.
- (3) *Facility.* Any land use including, but not limited to: commercial, industrial, and residential land uses, and any other source including, but not limited to: motor vehicles and rolling stock that directly or indirectly contribute, cause, or permit the contribution of any discharge, illicit or otherwise, to the MS4.
- (4) *Hazardous Materials.* Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.
- (5) *Illegal or Illicit Discharge.* Any direct or indirect non-stormwater discharge to the storm drain system, except as exempted elsewhere in this article.
- (6) *Illicit Connections.* Either of the following:
 - a. Any drain or conveyance, whether on the surface or subsurface that allows an illegal discharge to enter the storm drain system including but not limited to any conveyances that allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or

- b. Any drain or conveyance connected from a commercial or industrial land use to the storm drain system that has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.
- (7) *Industrial Activity*. Activities subject to NPDES industrial stormwater permits as defined in 40 CFR, § 122.26 (b)(14).
- (8) *Municipal Separate Storm Sewer System (MS4)*. The system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned and operated by the City of Statesville and designed or used for collecting or conveying stormwater, and that is not used for collecting or conveying sewage.
- (9) *National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit*. A permit issued by EPA (or by a state under authority delegated pursuant to 33 U.S.C. § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.
- (10) *Non-Commercial Car Washing*. Any occasional automotive washing performed by individuals or groups without charging any fee or in exchange for a charitable donation. This shall include, but is not limited to, car washes performed by local church groups, school groups, athletic teams, youth organizations, and individuals at their place of residence.
- (11) *Non-Stormwater Discharge*. Any discharge to the storm drain system that is not composed entirely of stormwater.
- (12) *Person*. Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.
- (13) *Pollutant*. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid wastes, solid wastes, animal wastes, and yard wastes (including grass clippings and leaves); refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage (including flushing of sanitary sewer lines and equipment), fecal coliform, and pathogens; dissolved and particulate metals; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.
- (14) *Premises*. Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.
- (15) *Storm Drainage System*. Facilities by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped

storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

- (16) *Stormwater*. Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.
- (17) *Stormwater Control Measures (SCMs)*. There are two major categories of SCMs: structural and non-structural.
- a. Structural SCMs refer to physical structures designed to remove pollutants from stormwater runoff, reduce downstream erosion, provide flood control, and/or promote groundwater recharge. Structural SCMs may be mandated as a condition of site development.
 - b. Non-Structural SCMs are typically passive or programmatic and tend to be source control or pollution prevention measures that reduce pollution in runoff by reducing the opportunity for stormwater runoff to be exposed to pollutants. Non-Structural SCMs are encouraged on all properties and should be implemented wherever feasible, however Non-Structural SCMs are typically not mandated as a condition of site development.
- (18) *Stormwater Conveyance System*. A network of linear and point structures designed to collect, receive, convey, and otherwise manage the controlled movement of stormwater runoff on and from the development site. The Stormwater Conveyance System can consist of numerous types of manmade structures and devices and natural conveyances including, but not limited to, swales, ditches, channels, pipes, culverts, tiles, curb inlets, yard inlets, drop inlets, junction boxes, manholes, outfalls, and the like.
- (19) *Stormwater Management Plan*. A document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.
- (20) *Stormwater Management System*. All conveyances and structures (SCMs) that are constructed on a development site for the purposes of managing stormwater runoff by collecting, conveying, controlling, storing, detaining, retaining, infiltrating, filtering, and otherwise mitigating the negative impacts that stormwater has on the natural environment.
- (21) *Stormwater Program Manager*. The City employee hired by the City Manager to manage the City's stormwater programs.
- (22) *User*. Any person who owns real property on which a facility is owned.
- (23) *Wastewater*. Any water or other liquid, other than uncontaminated stormwater, discharged from a facility.
- (e) *Jurisdiction and Scope of Authority*. The Illicit Discharge and Illicit Connection Ordinance codified in this article, hereinafter the article, shall apply to all facilities within the City limits. All users

whose facility is subject to this article, regardless of whether the user's facility is managed or operated by another person, shall comply with this article as well as any permits, enforcement actions or orders issued hereunder. The Stormwater Program Manager shall administer, implement, and enforce the provisions of this article. Any powers granted or imposed on the Stormwater Program Manager may be delegated by the Stormwater Program Manager to other designated personnel as may be necessary. Nothing in this article shall be interpreted to impose an obligation on the City to construct, maintain, repair or operate a storm drainage system, or any part thereof, located on another person's property.

- (f) *Abrogation.* This article is not intended to repeal, abrogate, annul, impair, or interfere with any existing agreements, covenants, rules, regulations or permits previously adopted or issued. However, if any provisions or requirements of this article conflict with any existing regulations or ordinances, the more restrictive provisions shall apply.

Sec. 20-27. - Prohibited Discharges and Connections.

- (a) *Illicit Discharges.* No person shall cause or allow the discharge, emission, disposal, pouring or pumping of any liquid, solid, gas or other substance, including but not limited to fuel, oil, anti-freeze, chemicals, soaps, animal waste, paints, garbage or litter, other than stormwater, in such manner and amount, directly or indirectly, so that the substance either does or is likely to reach any stormwater conveyance, waters of the state or lands within the City, except as provided in Sec. 20-27.(b).
- (b) *Allowable Discharges.* Non-stormwater discharges associated with the following activities are allowed and provided that they do not significantly impact water quality:
- (1) Water line flushing;
 - (2) Landscape irrigation;
 - (3) Diverted stream flows;
 - (4) Rising ground waters;
 - (5) Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20));
 - (6) Uncontaminated pumped ground water;
 - (7) Discharges from potable water sources;
 - (8) Foundation drains;
 - (9) Air conditioning condensation;
 - (10) Irrigation water;
 - (11) Springs;

- (12) Water from crawl space pumps;
- (13) Footing drains;
- (14) Lawn watering;
- (15) Residential and charity car washing;
- (16) Flows from riparian habitats and wetlands;
- (17) De-chlorinated swimming pool discharges (free and total chlorine less than 1 ppm);
- (18) Firefighting discharge;
- (19) Dyes (that are both biodegradable and non-toxic) normally used to identify and trace underground pipe networks, but only if the user has notified the Stormwater Program Manager at least 24 hours prior to the time of the test;
- (20) Street wash water (note: prior to street washing, excess mud, sediment, debris, and other pollutants shall be removed to prohibit such from entering the drainage system);
- (21) Any other non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the user and administered under the authority of the EPA, or DWQ, provided that the user is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations. Discharges specified in writing by the Stormwater Program Manager as being necessary to protect public health and safety or discharges that have been filtered through an approved pretreatment system that consistently demonstrate no discharge of pollutants.

(c) Illicit Connections.

- (1) Connections to a stormwater conveyance system that allow or potentially allow the discharge of non-stormwater, other than the exclusions described in Section 20-27 (b) are unlawful. Prohibited connections include, but are not limited to: floor drains, domestic and commercial washing machines, commercial vehicle washing or steam cleaning, septic systems and sanitary sewers.
- (2) Where such connections exist in violation of this section and said connections were made prior to the adoption of this provision or any other ordinance prohibiting such connections, the property owner or the person using said connection shall remove the connection within one year following the effective date of this article. However, the one-year grace period shall not apply to connections which may result in the discharge of hazardous materials or other discharges which pose an immediate threat to health and safety, or are likely to result in immediate injury and harm to real or personal property, natural resources, wildlife, or habitat.

- (3) Where it is determined that said connection:
 - a. May result in the discharge of hazardous materials or may pose an immediate threat to health and safety, or is likely to result in immediate injury and harm to real or personal property, natural resources, wildlife, or habitat; or
 - b. Was made in violation of any applicable regulation or ordinance, other than this section;

The City Stormwater Program Manager shall designate the time within which the connection shall be removed.

- (4) In setting the time limit for compliance, the Stormwater Program Manager shall take into consideration:
 - a. The quantity and complexity of the work;
 - b. The consequences of delay;
 - c. The potential harm to the environment, to the public health, and to public and private property; and
 - d. The cost of remedying the damage.
- (5) When necessary to stop an actual or threatened discharge that is imminently dangerous or prejudicial to the public's health or safety, the Stormwater Program Manager may, without prior notice, order that a user's access to the MS4 be suspended. If the violator fails to comply with this suspension order, the Stormwater Program Manager may take such steps as deemed necessary to remove, abate or remedy the actual or threatened discharge. The user shall reimburse the City the full cost of such removal, abatement or remedy according to the terms of this article. The user may appeal the Stormwater Program Manager's decision pursuant to this article, but the user may not reconnect to the MS4 without prior written approval of the City.

(d) Spills.

- (1) Spills or leaks of polluting substances released, discharged to, or having the potential to be released or discharged to the stormwater conveyance system, shall be contained, controlled, collected, and properly disposed. All affected areas shall be restored to their preexisting condition.
- (2) In the event of a known or suspected illicit discharge of hazardous materials into the MS4, the user or their employee, contractor, or agent, shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a non-hazardous illicit discharge, the user shall notify the Stormwater Program Manager in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of Statesville Stormwater Program Manager within three business days of the phone notice. If an illicit discharge emanates from a commercial or industrial land use, the user shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

Sec. 20-28. - Right of Entry.

- (a) The Stormwater Program Manager or designee shall have right of entry on or upon the property of any person subject to this article and any permit/document issued hereunder. The Stormwater Program Manager or designee shall be provided ready access to all parts of the premises for the purposes of inspection, monitoring, sampling, inventory, records examination and copying, and the performance of any other duties necessary to determine compliance with this article. However, in no case shall the right of entry, of itself, confer an obligation on the City of Statesville to assume responsibility for the structural SCM.
- (b) Where a person has security measures in force which require proper identification and clearance before entry into its premises, the person shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Stormwater Program Manager or designee will be permitted to enter without delay for the purposes of performing specific responsibilities.
- (c) The Stormwater Program Manager or designee shall have the right to set up on the person's property such devices as are necessary to conduct sampling and/or metering of the person's operations.
- (d) Any temporary or permanent obstruction to safe and easy access to the areas to be inspected and/or monitored shall be removed promptly by the person at the written or verbal request of the Stormwater Program Manager or designee. The costs of clearing such access shall be borne by the person.
- (e) The Stormwater Program Manager or designee may inspect the facilities of any User in order to ensure compliance with this article. Such inspection shall be made with the consent of the owner manager, or signatory official. If such consent is refused the Stormwater Program Manager or designee may seek issuance of an administrative search warrant.

Sec. 20-29. – Enforcement.

- (a) *Authority to Enforce.* The provisions of this section shall be enforced by the Stormwater Program Manager, his or her designee, or any authorized agent of the City of Statesville. Whenever this section refers to the Stormwater Program Manager, it includes his or her designee as well as any authorized agent of the City of Statesville.
- (b) *Violation Unlawful.* Any failure to comply with an applicable requirement, prohibition, standard, or limitation imposed by this section, or the terms or conditions of any permit or other development or redevelopment approval or authorization granted pursuant to this section, is unlawful and shall constitute a violation of this article.
- (c) *Each Day a Separate Offense.* Each day that a violation continues shall constitute a separate and distinct violation or offense.

- (d) *Responsible Person/Entities*. Responsible persons are all persons or dischargers who participate in, assist, direct, create, cause, or maintain a condition that constitutes a violation of this article, or fails to take appropriate action so that a violation of this article results or persists.
- (1) Responsible persons include, but are not limited to, owners of property where a violation occurs; persons in the design or construction field who have created, directed, or assisted in the design or construction of an improvement or feature in violation of the requirements of this article; and persons who have control over the use or maintenance of property or the activities occurring on property where a violation has occurred.
 - (2) Multiple violations may be charged against multiple individuals or entities for an action that violates this article.
- (e) *Public Nuisance*. In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this article is a threat to public health, safety and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the responsible person's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.
- (f) *Notice of Violation*.
- (1) Whenever the City finds that a user has violated this article, the City shall notify the user and/or property owner in writing by registered or certified mail, personal service, or posting of said notice at the facility where the alleged violation occurred. The notice shall specify the violation and actions needed to be taken to comply. The notice may also indicate a requirement for the discharger to perform any or all of the following:
 - a. Install equipment or perform testing necessary to monitor, analyze and report of the condition of the user's storm drainage system;
 - b. Eliminate illicit connections or discharges;
 - c. Cease and desist all violating discharges, practices or operations;
 - d. Abate or remedy the stormwater pollution or contamination hazards and restore any affected property;
 - e. Pay a civil penalty; or
 - f. Implement source control or treatment SCM(s).
 - (2) If abatement of a violation and/or restoration of affected property are required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the user fail to meet the deadline, then representatives of the City shall enter upon the facility and are authorized to take any and all measures necessary to abate the violation and/or restore the facility and the expense thereof shall be charged to the user and collected pursuant to Section 20-28. – Right of Entry. Refusal to accept the notice shall not relieve the user of the obligation set forth herein.
- (g) *Remedies*.
- (1) *Recovery of costs and fines*. As authorized by G.S. § 160A-193, the offender shall be liable to the City for the civil penalty, all costs incurred by the City while enforcing this article,

including but not limited to: abatement costs, remedying the damage caused by the illicit discharge, restoring the facility, sampling, clean-up, the City's administrative costs, costs of court, and costs of litigation, to include reasonable attorney's fees. Within 30 days after the City has completed its abatement of the violation, restoration of the facility and/or its investigation and inspection, the violating user or person will be notified of the City's total costs and the civil penalty, if any. The total amount due shall be paid within 30 days of the date of notice. If the amount due is not paid within 30 days, the charges shall constitute a lien on the land or premises where the nuisance occurred. A lien established pursuant to this division shall have the same priority and be collected as unpaid ad valorem taxes. The total amount due is also a lien on any other real property owned by the user within the City limits, except for the person's primary residence. A lien established pursuant to this division is inferior to all prior liens and shall be collected as a money judgment. The user may avoid the lien on any other real property owned by the user within the City limits only if the user can show that the accrual or threatened discharge was created solely by another person. In the event that the user is able to pass the liability onto another person, the other person shall be liable to the City pursuant to this section.

- (2) *Withholding of inspections, permits, certificate of occupancy or other approvals.* Building inspections; permits for development or other improvements; requests for plan approval for zoning, subdivision, other development or construction; and certificates of occupancy may be withheld or conditioned upon compliance with this article until a responsible person with ownership or management of the property for which permits or approvals are sought has fully complied with this article and all actions taken pursuant to this article.
- (3) *Remedies not limited.* The remedies provided herein, whether civil, criminal, or administrative, are not exclusive; may be exercised singly, simultaneously, or cumulatively; may be combined with any other remedies authorized under the law; and may be exercised in any order.
- (4) *Remedies not exclusive.* The remedies listed in this article are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the City to seek cumulative remedies.

(h) Civil Penalties.

- (1) Any person who violates or fails to act in accordance with any of the provisions of this article or rules or orders adopted or issued pursuant to this article shall be subject to a civil penalty as described herein. Each day of a continuing violation shall constitute a separate violation under this subsection. Failure to comply with the requirements of this article may result in imposition of enforcement measures as authorized by G.S. 143-215.6B.
- (2) Said penalties shall be assessed by the City Manager, or his/her designee. No penalty shall be assessed until the person alleged to be in violation is served in writing by certified mail, personal service, or posting of said notice at the facility where the alleged violation occurred.

- (3) In the event the City is fined by the state or federal governments resulting from an illicit discharge or connection made by a discharger or other person, the discharger or other person at fault shall reimburse the City for the full amount of the civil penalty assessed by the state and/or federal governments as well as for the abatement costs incurred by the City during the investigation and restoration process pursuant to this article.
- (4) Civil penalties collected pursuant to this article shall be used or disbursed as directed by law.
- (5) *Illicit discharges.* Any user or other person, including but not limited to, a designer, contractor, agent, or engineer, who allows, acts, participates in, assists, or directs an illicit discharge, either directly or indirectly, shall be subject to civil penalties as follows:
- a. For first time offenders, if the quantity of the discharge is equal to or less than five (5) gallons and consists of domestic or household products in quantities considered ordinary for household purposes, said person shall be assessed a Category I Civil Penalty per violation, per day. If the quantity of the discharge is greater than five (5) gallons or contains non-domestic substances, including but not limited to process waste water, or if said person cannot provide clear and convincing evidence of the volume and nature of the substance discharged, said person shall be assessed a Category II Civil Penalty per violation, per day.
 - b. First time offenders who discharge into the MS4 any substance that is a byproduct of a commercial or industrial process or any substance that was purchased at a bulk sales location shall be assess a Category II Civil penalty. Each day's continuing violation shall constitute a separate and distinct offense for the purpose of assessing a civil penalty.
 - c. Repeat offenders. A user who discharges into the MS4 in violation of this article more than once within a 12-month period, shall be assessed a civil penalty at one category level higher than the category assessed for a first time offender of the substance discharged. Each day's continuing violation shall constitute a separate and distinct offense for the purpose of assessing a civil penalty.
- (6) *Illicit Connections.* Any user or other person, including but not limited to a designer, contractor, agent, or engineer, who allows, acts, participates in, assists, or directs the establishment of an illicit connection, either directly or indirectly, shall be subject to civil penalties as follows:
- a. First time offenders shall be assessed a Category II civil penalty in an amount set forth in the schedule of civil penalties. Each day's continuing violation shall constitute a separate and distinct offense for the purpose of assessing a civil penalty.
 - b. A user or person who is found to have violated this section more than once within a 12-month period shall be assessed a Category III civil penalty in an amount set forth in the schedule of civil penalties. Each day's continuing violation shall constitute a separate and distinct offense for the purpose of assessing a civil penalty.

- (7) *Penalty considerations.* In determining the amount of the penalty, the Stormwater Program Manager or designee shall consider:
- a. The degree and extent of harm to the environment, public health and public and private property; and
 - b. The cost of remedying the damage; and
 - c. The duration of the violation; and
 - d. Whether or not the violation was willful; and
 - e. The prior record of the person responsible for the violation in complying with this article; and
 - f. The City's enforcement costs and the amount of money saved by the violator through his, her or its noncompliance; and
 - g. Any other consideration relevant to the violation.
- (8) *Schedule of penalties.* The following civil penalties shall be imposed, up to the amount shown for each category, upon the user or person found to have violated this article:
- a. Category I: civil penalty not to exceed \$100 per day per violation.
 - b. Category II: civil penalty not to exceed \$1,000 per day per violation.
 - c. Category III: civil penalty not to exceed \$5,000 per day per violation.

Sec. 20-30. – Appeals.

- (a) Any order, requirement, decision or determination made by the Stormwater Program Manager may be appealed to and decided by the Statesville Board of Adjustment.
- (b) An appeal from a decision of the Stormwater Program Manager must be submitted to the Statesville Board of Adjustment within 30 days from the date the order, interpretation, decision or determination is made. All appeals must be made in writing stating the reasons for appeal. Appeals must be mailed or delivered to the Public Works Director and clearly marked with the following: "Appeal of IDIC Decision – Board of Adjustment." Following submission of an appeal, the Public Works Director will forward the appeal request to the BOA. Within 30 days or at the next regular BOA meeting, the Stormwater Program Manager shall provide all documentation constituting the record upon which the action appealed from was taken.
- (c) An appeal stays all proceedings in furtherance of the action appealed, unless the Statesville Public Works Director certifies to the Statesville Board of Adjustment, that by reason of facts stated in the certificate, a stay would cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by a court of record upon due cause shown.
- (d) The Statesville Board of Adjustment shall fix a reasonable time for hearing the appeal and give notice thereof to the parties and shall decide the same within a reasonable time. At the hearing, any party may appear in person, by agent or by attorney. Decisions of the Statesville Board of Adjustment are final.

Sec. 20-31. - Nuisance; Injunctive Relief.

- (a) Illicit discharges and illicit connections which exist within the City are hereby found, deemed, and declared to be dangerous or prejudicial to the public health or public safety and are found, deemed, and declared to be public nuisances.
- (b) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this article. If a person has violated or continues to violate the provisions of this article, the City may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

Sec. 20-32. – 20-50. – Reserved.

ARTICLE III. – TAIL-DITCH MAINTENANCE

Sec. 20-51. – General Purpose.

- (a) The intended purpose of this policy is to provide general guidelines and procedures for maintenance and repair of tail ditches within the City of Statesville’s (City) jurisdiction. The City maintains the drainage system within the City’s right-of-way (ROW) and on City property. Consistent with the provisions of this Policy and City ordinances, the City may also maintain and repair drainage infrastructure outside of City ROW for the purpose of **protecting** City-owned infrastructure.
- (b) It is recognized that many properties have been privately developed in the floodplains of creeks and streams in Statesville and that such properties are occasionally subject to nuisance flooding, standing water, and poor drainage. The City is not legally or fiscally responsible for the repair and maintenance of general flooding on private property. However, it shall be the policy of the City to enter onto private property under these conditions and for the purpose of maintaining and repairing city infrastructure, which includes but is not limited to streets, curb and gutter, pavement, or storm pipes when it is determined that: (1) a problem has been created due to a tail-ditch issue; and (2) the City determines all of the Primary Criteria listed herein are met. The Stormwater Program Manager or designee shall administer and interpret this policy.
- (c) This policy is not intended for problems affecting recently constructed, occupied structures. This policy is intended only for a residence wherein a certificate of occupancy has been issued at least ten (10) years prior. This policy is also not intended to address control issues such as algae, mosquitoes, water quality, and trash removal, and they do not qualify for maintenance or improvements through this policy.

Sec. 20-52. – Primary Criteria for Tail Ditch Maintenance.

- (a) The Stormwater Program Manager shall analyze each tail ditch to determine if the following primary criteria are present:
 - (1) The tail-ditch is located within the City limits of Statesville, North Carolina, or a tail-ditch located outside of the territorial limits affects City infrastructure, such as roads or streets;
 - (2) A Certificate of Occupancy has been issued for the residence at least ten (10) years prior to the date the application was submitted;
 - (3) The property owner(s) is (are) willing to execute a Right of Entry Agreement;
 - (4) The problem threatens or creates a danger to public safety in a City ROW;
 - (5) The problem is caused by stormwaters emanating from public or private lands or right-of-way (i.e. public stormwater).

Sec. 20-53. – Terms and Conditions of City Participation.

- (a) If the Stormwater Program Manager determines all primary criteria are present, he or she shall do repair and maintenance work to tail-ditch issues as funding allows. The Stormwater Program Manager must prioritize approved applications according to approved, available funds, net public benefit, and potential dangers and harm to the public or public property.
- (b) Any work performed must be done according to the following terms and conditions:
 - (1) All work must be performed by City personnel or a City contractor. The City will not furnish materials to the property owner for installation by Owner or Owner’s contractor;
 - (2) Participating property owners must donate to the City, where necessary, a permanent easement to construct the Project and maintain the drainage system. Future stormwater maintenance by the City shall be limited to repairs and maintenance of a substantive nature that ensures the adequate performance of the infrastructure. Ongoing stormwater system maintenance for the purposes of aesthetics or convenience shall be the responsibility of the property owner.
 - (3) All maintenance and repair services are subject to available funding, determined each Fiscal year pursuant to the direction of the Statesville City Council.
 - (4) The City will not participate in maintenance and repair of Stormwater Control Measures or Stormwater Best Management Practices that are privately owned and/or required under site plans approved by the City or NC Department Environmental Quality.
 - (5) All work performed by the City shall be constructed to meet current City design standards located in the Drainage Design Manual

Sec. 20-54. – 20-75. – Reserved.

Effective date: June 15, 2020

This amendment, and any ordinances affected by this amendment, is effective on the date of its enactment.

This, the ____ day of _____, 2020.

This ordinance was introduced for first reading by Council member _____, seconded by Council member _____, and unanimously carried on the ____ day of _____, 2020.

AYES:

NAYS:

The second and final reading of this ordinance was heard on the ____ day of _____, 2020, and upon motion of Council member _____, seconded by Council member _____, and unanimously carried, was adopted.

AYES:

NAYS:

This ordinance is to be in full force and effect from and after the ____ day of _____, 2020.

CITY OF STATESVILLE

Constantine H. Kutteh, Mayor

APPROVED AS TO FORM

Leah Gaines Messick, City Attorney

ATTEST:

Brenda Fugett, City Clerk

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: John Maclaga, Electric Utilities Director
DATE: June 05, 2020

ACTION NEEDED ON: June 15, 2020
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving the award of “Labor, Miscellaneous Material, and Equipment for Construction of Delivery Six” to Carolina Power and Signalization in the amount of \$882,852.

Summary of Information: The City requires specialized construction labor and miscellaneous materials and equipment to build Delivery Six. Of the three bids received, Carolina Power and Signalization had the lowest cost.

Previous Council or Relevant Actions: On November 04, 2019, Council approved purchase of major equipment for this substation which is beginning to arrive.

Budget/Funding Implications: The Electric Department’s budget is able to handle the request.

Consequences for Not Acting: The City would be unable to complete the substation. The substation is necessary to support infrastructure needs in the Larkin Industrial Park.

Department Recommendation: Staff recommends Council approve awarding “Labor, Miscellaneous Material, and Equipment for Construction of Delivery Six” to Carolina Power and Signalization for \$882,852.

Manager Comments: Recommend for approval.

Next Steps: Upon approval, the City will enter into a contract with Carolina Power and Signalization and staff will enter a requisition for the work. After these items are completed, construction may begin.

Attachments:

1. Bid Tab and Award Recommendation from Progressive Engineering Consultants, dated June 05, 2020.

Progressive Engineering Consultants, Inc.

P.O. Box 690638, Charlotte, NC 28227-7011

Telephone: (704) 545-7327

Fax: (704) 545-2315

progress@pecinc.net

June 5, 2020

City of Statesville
P.O. Box 1111
Statesville, NC 28687-1111
Attn: Mr. John Maclaga

Subject: Award Recommendation
Installation of Delivery No. 6 - 115- 24.94/14.4 kV Substation

Gentlemen:

Sealed bids were received, publicly opened, and read on June 2, 2020 at the City's Utility Warehouse for furnishing the labor, miscellaneous material, and equipment for the construction of Delivery No. 6, 115 - 24.94/14.4 kV Substation. As shown by the enclosed tabulation of the three (3) bids received, Carolina Power and Signalization of Fayetteville, NC submitted the lowest proposal in the amount of \$882,852.00 with a completion time of 201 days. We have reviewed the proposal submitted by Carolina Power and Signalization and believe it to be in compliance with the specifications.

It is our recommendation that the City of Statesville accept the proposal submitted by Carolina Power and Signalization.

Please notify us of your decision in order that we may prepare the necessary contract documents for execution.

If you have any questions, please do not hesitate to call.

Best regards,

PROGRESSIVE ENGINEERING CONSULTANTS, INC.



Robert F. Thomas, Jr., P.E.

Attachment

**CITY OF STATESVILLE
STATESVILLE, NORTH CAROLINA**

Delivery No. 6

Installation of 115-24.94/14.4 kV Substation

Bid Date: Tuesday, June 2, 2020 @ 2pm

BIDDER

<i>Carolina Power & Signalization</i>	<i>Lee Electrical Construction</i>	<i>Williams Electric Company</i>
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BID BOND

5%	5%	5%
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SECTION 1

Labor and material for the installation of the 115 kV-24.94/14.4 kV Substation complete with additional material and equipment as specified, including taxes but list separately

Control Building

\$786,852.00	\$918,677.00	\$1,184,000.00
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Unit Price for the addition or deletion of one (1) cubic yard of concrete as specified

\$96,000.00	\$81,670.00	\$98,000.00
\$1,000.00	\$985.00	\$120.00

Rock removal if encountered (per cubic yard)

\$875.00	\$550.00	\$1,800.00
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BID TOTAL

\$882,852.00	\$1,000,347.00	\$1,282,000.00
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Completion Time (Calendar Days)

201	180	240
-----	-----	-----

Experience Rate Modifier

0.84	0.87	0.89
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Exceptions

None	None	None
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CONSENT
CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Sherry Ashley, Assistant Planning Director
DATE: May 29, 2020

ACTION NEEDED ON: June 15, 2020
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a Resolution directing the City Clerk to Investigate a Petition of Annexation for State F.F. LLC Fairfield Inn & Suites; 1243 Tonewood Street; Receive the City Clerk’s Certificate of Sufficiency; Consider approving a resolution setting the date of July 20, 2020 for a public hearing on the question of the petitioned annexation

Summary of Information: The property being considered for annexation was submitted by David Norman on behalf of Fairfield Inn and Suites. The subject property is located at 1243 Tonewood Street and is approximately 3.598 acres in size and is further identified as Iredell County Parcel Identification Number (PIN) 4745-35-2158. The subject property is contiguous to the primary corporate limits of the City of Statesville. The property is zoned B-5 (General Business) District and the hotel is currently under construction on the site. The public hearing for the annexation will be held on July 20, 2020.

Previous Council or Relevant Actions: The site plans for a new Fairfield Inn were approved by City Council on August 5, 2019 contingent upon several corrections and annexation. All the corrections have been made; thus, the annexation petition has been submitted.

Budget/Funding Implications: The tax value of this property is \$630,710. The estimated value of the completed development is approximately \$9.5 million. City water and sewer is provided to the site. Electrical service is provided by Duke Energy.

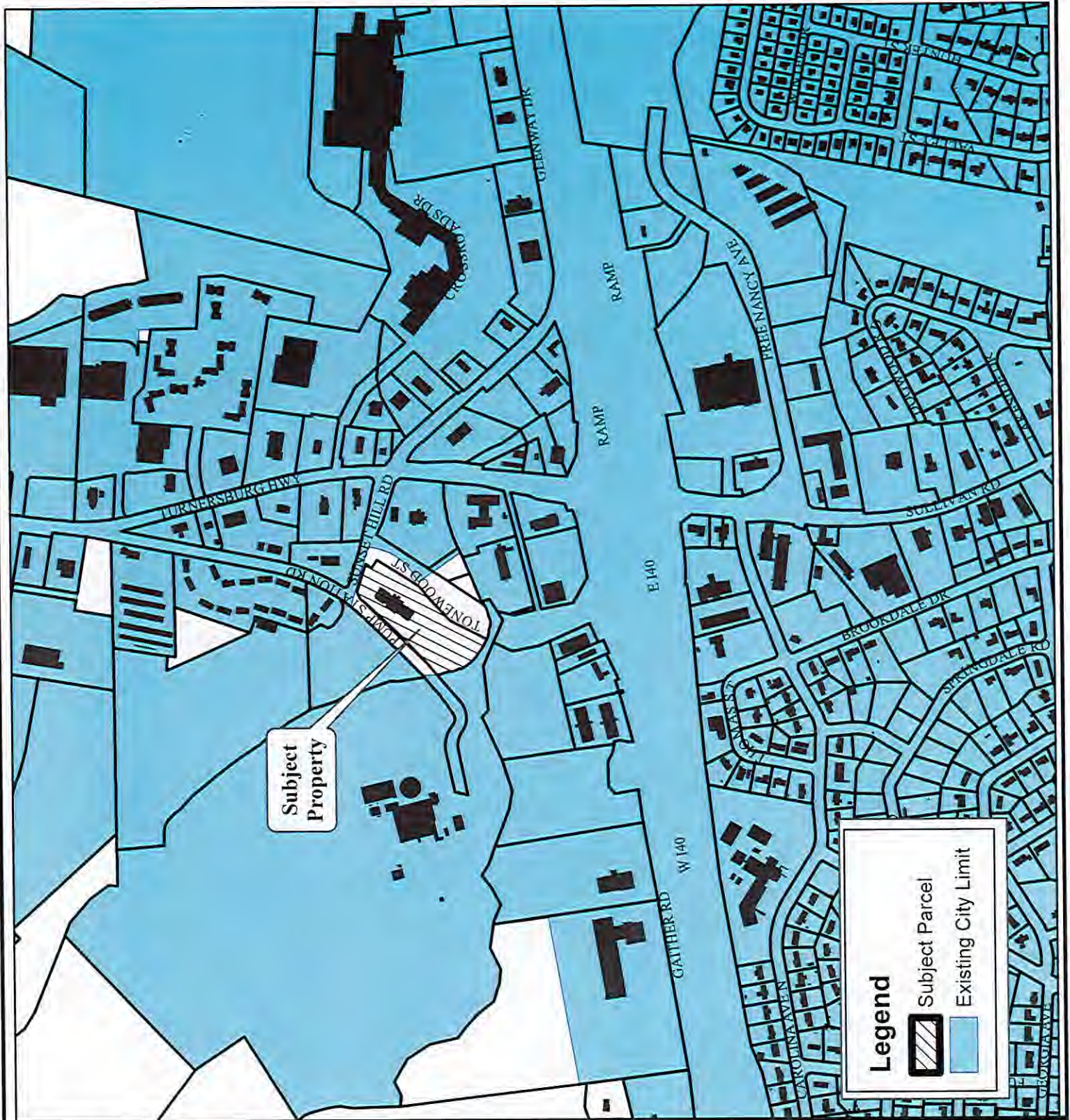
Department Recommendation: The department recommends approving the resolution to set a date for a public hearing on this annexation request for July 20, 2020.

Manager Comments: Concur with department recommendation.

Next Steps: Advertise for the public hearing.

Attachments:

1. City Limit Location Map
2. Utility Location Map
3. Certificate of Sufficiency
4. Resolution Directing the Clerk to Investigate
5. Resolution to Set Public Hearing





Legend

-  Subject Parcel
-  Existing City Limit

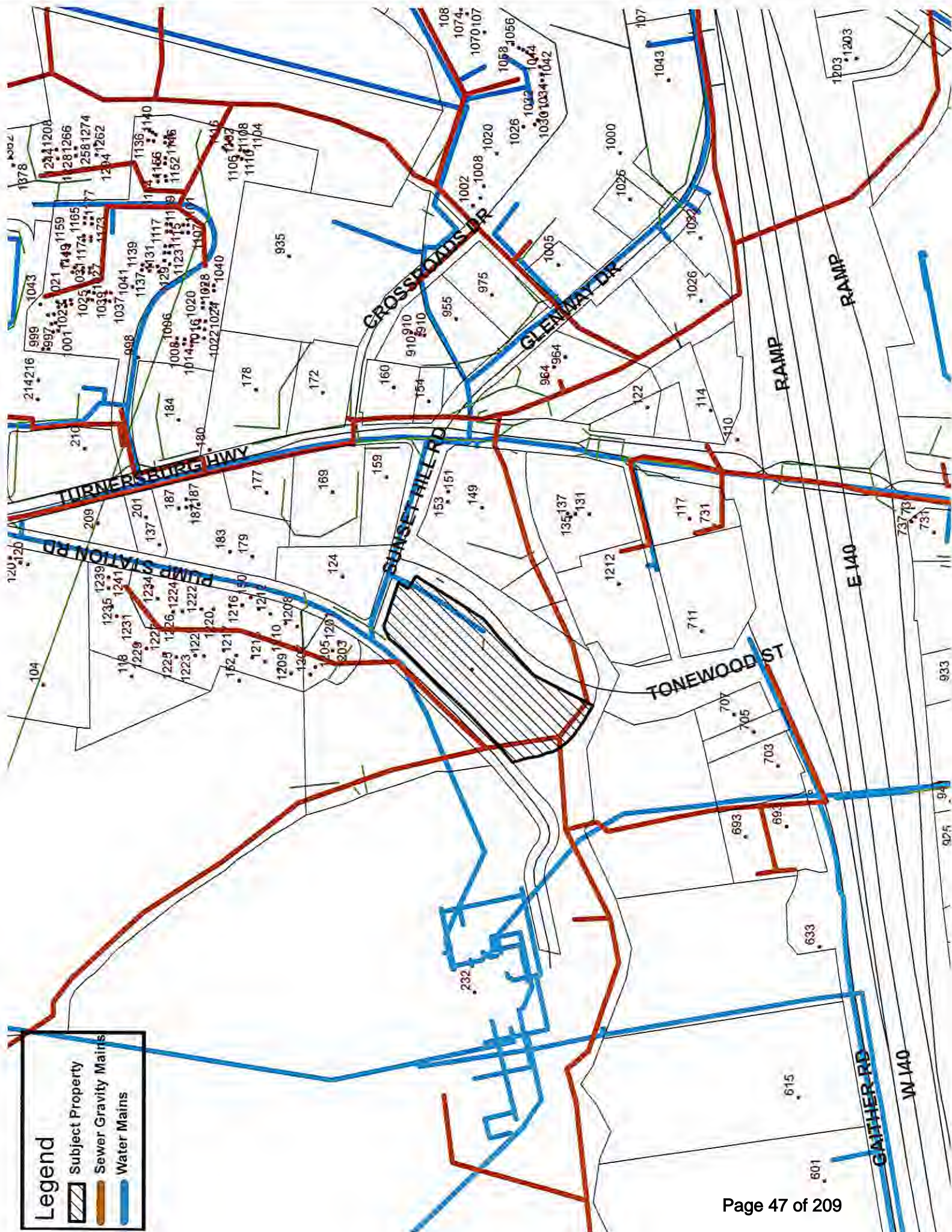
**City of Statesville
Planning Department**
1243 Tonewood Street
Property







1 inch = 666.666667 feet



Legend

-  Subject Property
-  Sewer Gravity Mains
-  Water Mains

CERTIFICATE OF SUFFICIENCY

**Fairfield Inn & Suites
1243 Tonewood Street
AX20-03
4745-35-2158**

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Statesville, this 15th day of June 2020.

SEAL

Brenda Fugett, City Clerk

RESOLUTION _____

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

**Fairfield Inn & Suites
1243 Tonewood Street
AX20-03
4745-35-2158**

WHEREAS, a petition requesting annexation of the area described in said petition has been received on June 15, 2020 by the City Council; and

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

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

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

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

Adopted this 15th day of June 2020.

S - E - A - L

CITY OF STATESVILLE

By: _____
Constantine H. Kutteh, Mayor

ATTEST:

Brenda Fugett, City Clerk

RESOLUTION _____

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

**Fairfield Inn & Suites
1243 Tonewood Street
AX20-03
4745-35-2158**

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

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

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

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

Section 1. That a public hearing on the question of annexation of the contiguous area described herein will be held in the Council Chambers of the Statesville City Hall at 7:00 o'clock p.m. on the 20th day of July 2020.

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

Description

ALL THAT CERTAIN tract or parcel of land situate in the City of Statesville ETJ, Iredell County in the state of North Carolina. Said parcel being more particularly described as follows:

BEGINNING AT A CALCULATED POINT IN THE CENTERLINE OF FOURTH CREEK WHERE THE SAME IS INTERSECTED BY THE EASTERLY MARGIN OF PUMP STATION ROAD (SR-1933 60' WIDE PUBLIC RIGHT OF WAY) SAID POINT ALSO BEING DISTANT N 56°36'37" E A DISTANCE OF 199.34' FROM NCDOT CONTROL POINT "BY8-228" (PROJECT #34192.3.1), SAID POINT ALSO BEING DISTANT S 09°17'27" E A DISTANCE OF 34.49' FROM A PK NAIL FOUND IN THE CENTERLINE OF A BRIDGE OVER SAID CREEK; AND FROM SAID POINT OF BEGINNING RUN THENCE, WITH THE WESTERLY MARGIN OF PUMP STATION ROAD THE FOLLOWING FIVE COURSES AND DISTANCES: 1) N 51°09'22" E PASSING A #4 REBAR SET AT 25.00' AND CONTINUING 29.71' FOR A TOTAL DISTANCE OF 54.71' TO A #4 REBAR SET; THENCE, 2) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1151.31', AN ARC LENGTH OF 135.89', WITH A CHORD BEARING OF N 47°46'30" E , AND CHORD DISTANCE OF 135.81', TO A #4 REBAR SET; THENCE, 3) WITH A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 4132.34', AN ARC LENGTH OF 190.28', WITH A CHORD BEARING OF N 43°04'28" E , AND CHORD DISTANCE OF 190.26', TO A #4 REBAR SET; THENCE, 4) N 41°45'19" E A DISTANCE OF 45.58' TO A #4 REBAR SET; THENCE, 5) THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 2141.31', AN ARC LENGTH OF 120.18', WITH A CHORD BEARING OF N 39°56'59" E , AND CHORD DISTANCE OF 120.17', TO AN NCDOT RIGHT OF WAY DISK FOUND; THENCE, N 63°42'20" E A DISTANCE OF 38.80' TO

AN NCDOT RIGHT OF WAY DISK FOUND IN THE SOUTHERN MARGIN OF SUNSET HILL ROAD (SR-1935 50' RIGHT OF WAY); THENCE, WITH SAID MARGIN OF SUNSET HILL ROAD S 71°28'23" E A DISTANCE OF 144.21' TO A #4 REBAR SET WHERE THE SAME IS INTERSECTED BY THE WESTERLY MARGIN OF TONEWOOD STREET (VARIABLE WIDTH RIGHT OF WAY); THENCE, WITH SAID MARGIN OF TONEWOOD STREET THE FOLLOWING EIGHT COURSES AND DISTANCES: 1) S 32°13'25" W, A DISTANCE OF 35.99' TO A #4 REBAR SET; THENCE, 2) S 57°46'35" E, A DISTANCE OF 46.80' TO A #4 REBAR SET; THENCE, 3) S 32°13'25" W, A DISTANCE OF 176.76' TO A #4 REBAR SET; THENCE, 4) S 32°13'25" W, A DISTANCE OF 68.44' TO A #4 REBAR SET; THENCE, 5) WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 498.00', AN ARC LENGTH OF 50.49', WITH A CHORD BEARING OF S 49°40'38" W, AND A CHORD DISTANCE OF 50.47', TO A #4 REBAR SET; THENCE, 6) WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 568.00', AN ARC LENGTH OF 92.02', WITH A CHORD BEARING OF S 47°56'27" W, AND A CHORD DISTANCE OF 91.92', TO A #4 REBAR SET; THENCE, 7) S 47°23'13" W, A DISTANCE OF 90.40' TO A #4 REBAR SET; THENCE, 8) S 26°22'03" W PASSING A #4 REBAR AT 192.62' AND CONTINUING 17.60' FOR A TOTAL DISTANCE OF 210.22' TO A CALCULATED POINT IN THE CENTERLINE OF THE AFORESAID FOURTH CREEK AND IN THE EASTERLY LINE OF THE CITY OF STATESVILLE (WATER PLANT), (DEED BOOK 1080, PAGE 752); THENCE, ALONG THE CENTERLINE OF FOURTH CREEK AND WITH THE CITY OF STATESVILLE THE FOLLOWING EIGHT COURSES AND DISTANCES: 1) N 63°59'14" W A DISTANCE OF 27.41' TO A POINT; THENCE, 2) N 62°37'35" W A DISTANCE OF 30.69' TO A POINT; THENCE, 3) N 59°43'10" W A DISTANCE OF 43.68' TO A POINT; THENCE, 4) N 61°44'57" W A DISTANCE OF 41.88' TO A POINT; THENCE, 5) N 19°06'46" W A DISTANCE OF 63.69' TO A POINT; THENCE, 6) N 23°15'57" W A DISTANCE OF 50.88' TO A POINT; THENCE, 7) N 04°09'08" W A DISTANCE OF 39.45' TO A POINT; THENCE, 8) N 09°08'41" W A DISTANCE OF 30.72' TO THE POINT AND PLACE OF BEGINNING.

SAID ABOVE DESCRIBED TRACT OR PARCEL OF LAND CONTAINING WITHIN SAID BOUNDS, AN AREA OF 156,731.9 SQUARE FEET, 3.598 ACRES MORE OR LESS. BEING IDENTIFIED AS ALL OF PIN # 4745352158 AS SHOWN ON THE TAX MAPS OF IREDELL COUNTY, NORTH CAROLINA.

All of that certain Lot or parcel of land situated in Iredell County, North Carolina and more particularly described as following:

Lying and being in Chambersburg Township, Iredell County, North Carolina and being more particularly described as follows:

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

Adopted this 15th day of June 2020.

CITY OF STATESVILLE

By: _____
Constantine H. Kutteh, Mayor

ATTEST:

Brenda Fugett, City Clerk

CONSENT AGENDA
CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Steve Bridges, Senior Planner
DATE: June 02, 2020

ACTION NEEDED ON: June 15, 2020
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a Resolution directing the City Clerk to Investigate a Petition of Annexation for Steve Irvin and Joye L. Lamberth; 405 Bristol Drive; Receive the City Clerk’s Certificate of Sufficiency; Consider approving a Resolution setting the date of July 20, 2020 for a public hearing on the question of the petitioned annexation.

Summary of Information: The property being considered for annexation was submitted by Steve Irvin and Joye L. Lamberth (Owner) and is located at 405 Bristol Drive. The subject property is approximately .495 acres in size and encompasses Iredell County Parcel Identification Number (PIN) 4724-67-6304. The subject property is not contiguous to the primary corporate limits of the City of Statesville, and therefore, the petition is being processed as a voluntary satellite annexation. The property is located in City’s Zoning Jurisdiction and is zoned R-20 and therefore no rezoning will have to occur.

Since the change in regulations of statutory annexations, it has been the policy of the city to annex properties voluntarily requesting annexation so long as the site is not too remote and in close proximity to existing routes for city services.

Previous Council or Relevant Actions: None

Budget/Funding Implications: The tax value of this property has not been set at this time due to the property being subdivided. The water tap and system development fee will not apply a split from the meter at 403 Bristol is all that is required. The property is served by City electric service.

Department Recommendation: The department recommends approving the resolution to set a date for a public hearing on this annexation request for July 20, 2020.

Manager Comments: Concur with department recommendation.

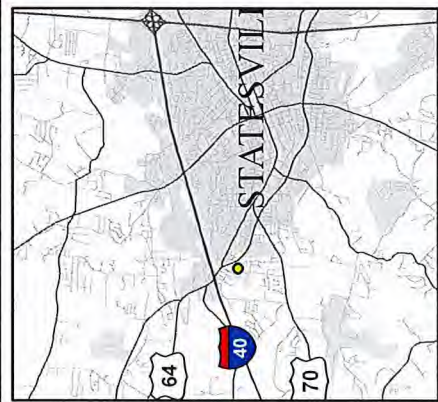
Next Steps: Advertise for the public hearing.

Attachments:

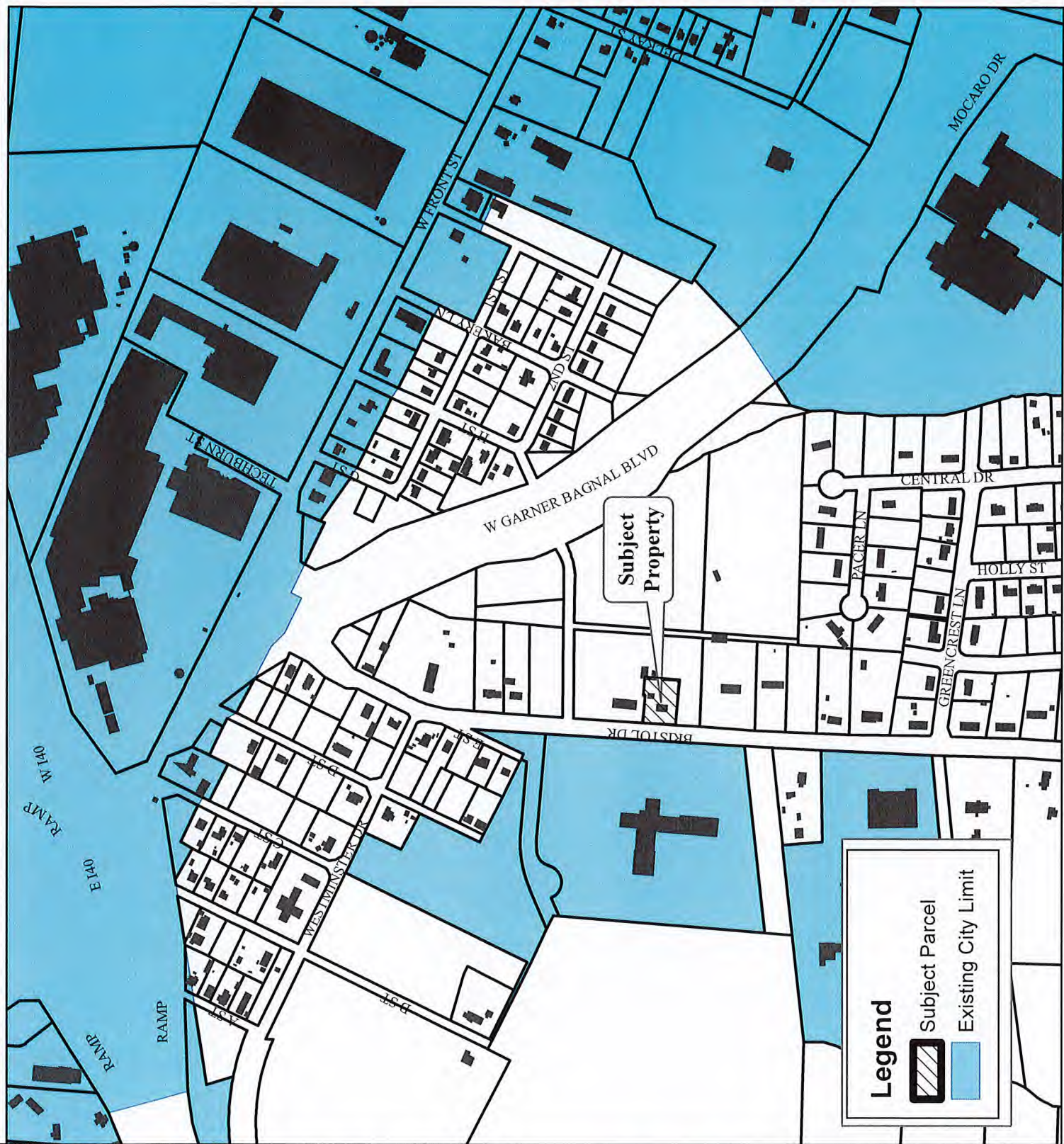
1. Location Map
2. Utility Location Map
3. Certificate of Sufficiency
4. Resolution Directing the Clerk to Investigate
5. Resolution to Set Public Hearing

**City of Statesville
Planning Department**

405 Bristol Drive Property






1 inch = 500 feet





Legend

-  Subject Property
-  Sewer Gravity Mains
-  Water Mains

CERTIFICATE OF SUFFICIENCY
Steve Irvin and Joye Lamberth
AX20-04
405 Bristol Drive
4724-67-6304

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Statesville, this 15th day of June 2020.

SEAL

Brenda Fugett, City Clerk

RESOLUTION _____

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

**Steve Irvin and Joye Lamberth
AX20-04
405 Bristol Drive
4724-67-6304**

WHEREAS, a petition requesting annexation of the non-contiguous area described in said petition has been received on 15th day of June by the City Council; and

WHEREAS, G. S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

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

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

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

Adopted this 15th day of June 2020.

S - E - A - L

CITY OF STATESVILLE

By: _____
Constantine H. Kutteh, Mayor

ATTEST:

Brenda Fugett, City Clerk

RESOLUTION _____

RESOLUTION FIXING THE DATE OF A PUBLIC HEARING
ON THE QUESTION OF ANNEXATION PURSUANT TO G.S. 160-58.2 AS AMENDED

Steve Irvin and Joye Lamberth
AX20-04
405 Bristol Drive
4724-67-6304

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

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

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

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

Section 1. That a public hearing on the question of annexation of the noncontiguous area described herein will be held in the Council Chambers of the Statesville City Hall at 7:00 o'clock p.m. on the 20th day of July 2020.

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

Description – PIN 4724-67-6304

Beginning at a pin in the R/W of Bristol Dr. and corner of Joye L. Lamberth property and running with the Bristol Dr. R/W North 03 deg. 01 min. 39 sec. East 118.53 feet to a pin in the R/W of Bristol Dr. and Lamberth; thence South 85 deg. 28 min. 02 sec. East 104.60 feet to a pin; thence North 04 deg. 31 min. 58 sec. East 1.20 feet to a pin; thence North 04 deg. 31 min. 58 sec. East 3.80 feet to a pin; thence South 85 deg. 28 min. 02 sec. East 62.10 feet to a pin corner of Lamberth thence South 03 deg. 01 min. 39 sec. West 122.33 feet to a pin corner of Lamberth thence North 85 deg. 28 min. 02 sec. West 166.80 feet to the point and place of beginning containing .495 Ac. as shown on the plat recorded in the Iredell County ROD at book 71 page 130.

Property Address: 405 Bristol Drive, Statesville, NC

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

Adopted this 15th day of June 2020.

CITY OF STATESVILLE

ATTEST:

By: _____
Constantine H. Kutteh, Mayor

Brenda Fugett, City Clerk

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Sherry Ashley, Planning Director
DATE: May 19, 2020

ACTION NEEDED ON: June 15, 2020

COUNCIL ACTION REQUESTED:

Consider approving 2nd reading of Text Amendment TA20-01 Filed by Ms. Angela Imes to Amend Article 9 Definitions, Section 9.02 Definitions, Adult/Child Home Day Care to allow a childcare center as a Child Home Day Care.

Summary of Information:

Ms. Imes would like to be able to care for a maximum of 12 children in a home day care (her residence). The Unified Development Code currently allows 8 children, with 5 being pre-school age children and up to 3 being school aged children.

According to Ms. Mackenzie Rathledge with the NC Department of Early Education, childcare centers are allowed as a home daycare provided parking is paved, handicap access is provided, the residence is improved to meet building code, fire code, and sanitation requirements. Ms. Rathledge stated that there are only few of these in North Carolina due to the added expense of improving the property to meet these standards.

Staff has completed research and recommends allowing the number of children to be increased based on the age of the children since the state allows it and Section 5.02 Accessory Uses and Structures, E. Adult/Child home day care states “facilities shall maintain residential characteristics of primary use for residential purposes”. All requirements of the North Carolina Department of Human Resources must be met. A fenced play area is required for children. Staff concerns would be the size of the property and drop off/pick up creating a problem on the street. Planning Board voted 6 to 1 to recommend approval of the amendment as presented.

Previous Council or Relevant Actions: Council held the public hearing and approved the first reading at their June 1st Council meeting.

Budget/Funding Implications: There are no budget implications based on this request.

Consequences for Not Acting: Ms. Imes would only be allowed to keep up to 8 children as a Child Home Day Care.

Department Recommendation: The department recommends approving the text amendment.

Manager Comments: Recommend for approval.

Next Steps: If approved, 2nd reading will be on June 15, 2020. If 2nd reading is approved, becomes new regulation and the amendment will be sent to municode for updating the UDO.

Attachments:

1. Ordinance adopting text amendment
2. State Staff/Child Ratios for Centers (Included in application)
3. Existing Code Definition

APPLICATION FOR TEXT AMENDMENT

City of Statesville
Post Office Box 1111
Statesville, North Carolina 28687
(704) 878-3539
FAX (704) 878-3464

Applicant's Name: Angela Imes
No. of Attachments: 3
Application Complete: Sunday, March 29, 2020
Application No. TA 20-01
Received By: [Signature]
Fee Paid: [Signature]
Date: 4/2/2020

State Purpose of Text Amendment: To obtain approval from City of Statesville Zoning and other said Parties to transition from my current license as a Family Child Care Home (FCCH) provider of 5 preschool-age children and 3 school-age children, to a license for a Center Located In A Residence (CLIR) for a maximum of 12 preschool-age children.

Cite Section(s) of the Unified Development Code Proposed to be Amended:
According to North Carolina Division Of Child Development and Early Education

Chapter 9-CHILD CARE RULES

SECTION .0100-DEFINITIONS

10A NCAC 09 .0101 RESERVED FOR FUTURE CODIFICATION

10A NCAC 09 .0102 DEFINITIONS

(6) "Child Care Center" means a child care arrangement where, at any one time, there are three or more preschool-age children receiving child care. This does not include arrangements described in Item (18) of this rule regarding Family Child Care Homes.

(18) "Family Child Care Home" means a child care arrangement located in a residence where, at any one time, more than two children, but less than nine children, receive child care. Family child care home operations must reside at the location of the family child care home.

SECTION .0500 - SCHEDULES AND ACTIVITIES

10A NCAC 09 .0510 ACTIVITY AREAS

(a) For each of children in care, the center shall provide daily four of the five activity areas listed in G. S. 110-91(12) as follows:

(3) Centers with a licensed capacity of 3 to 12 children located in a residence shall have at least four types of activities available.

SECTION .0700- STAFF QUALIFICATIONS

10A NCAC 09 .0703 GENERAL STATUTORY REQUIREMENTS

(e) For child care centers in an occupied residence that are licensed for 3 to 12 children when any preschool-age children are in care, or for 3 to 15 children when only school-age children are in care, when an individual both for administering the child care program and for planning and implementing the daily activities of a group of children, the requirements for lead teacher in Rule .0710 of this Section shall apply to this individual. If the program has more than one group of children, the requirements regarding lead teacher shall apply to each group of children.

10A NCAC 09 .0713 STAFF/CHILD RATIOS FOR CENTERS

(b) The staff child ratios for centers located in a residence with a licensed capacity of 3 to 12 children when any preschool-age child is enrolled, or with a licensed capacity of 3 to 15 children when only school-age children are enrolled, are as follows:

AGE OF CHILDREN	RATIO/STAFF/CHILDREN
0-12 Months	1/5 Preschool children plus 3 additional school-age children
12-24 Months	1/6 Preschool children plus 2 additional school-age children
2 to 13	1/10
3 to 13	1/12
All School -Age	1/15

(c) The staff/child ratio applicable to a classroom for a center located in a residence as described in Paragraph (b) of this Rule shall be posted in that classroom in an area that parents are able to view at all times.

Proposed Language (Attachments need to be in digital format {word}): According to North Carolina Department of Health and Human Services Division of Child Development and Early Education, "A Center Located In A Residence (CLIR) is a child care center located in an occupied residence and licensed for 3 to 12 children unless space limits the number."

Applicant/Agent: _____
(Print Name) (Signature)

Address: _____

Telephone: _____ Email: _____

*Backup documentation may also be submitted as part of the application.

(FOR OFFICIAL USE ONLY)

Planning Board reviewed application on _____

City Council reviewed application on _____

2-14 12/18

In closing, I have been completing tasks with the guidance of my Child Care Consultant to ensure I am following local and state laws. I have taken all the proper steps with the hopes of transitioning my Family Child Care Home (FCCH) into a Center Located In A Residence (CLIR) with the exception of the "Text Amendment."

I am currently serving ages 0 to 12 in my Family Child Care Home (FCCH). At this time, I have a waiting list of 12 children ages 2-12. I consider myself as a pillar of my community who is willing to make a positive difference in the lives of children and their families.

For the simple reason, I do not know a lot about your position; however, I do about child care. My only purpose is to have the opportunity to serve more children with the primary goal of having an everlasting positive impact on ALL children that enter the doors of my center! With the approval of the amendment, I will be allowed to serve more children in the community, as well to ease the mind of parents and caregivers who are seeking quality care.

Respectfully,

Angela Imes 704-924-9004

Mackenzie Rathledge, M. Ed.
Licensing Child Care Consultant
Division of Child Development and Early Education
NC Department of Early Education
(336) 341-5056

SP

(letter/transitioning)

center to residence

12.000 = 2-13.0

proceeding with holding
(blg. res. services)

Child Care Center - any establishment that provides supervision and care for children on a regular basis for more than five (5) children unrelated to the operator for a period of less than twenty-four (24) hours a day and which receives a payment, fee or grant for any of the children receiving care, wherever operated, and whether or not operated for profit, except that the following are not included: Public schools and non-public schools which are in compliance with the compulsory school attendance law, summer camps having children in full-time residence; summer day camps, and Bible schools normally conducted during vacation periods. The term includes kindergartens, nurseries, nursery schools, day care centers and day nurseries.

* *Child/Adult Home Daycare* - a residence within which child or adult care and supervision is provided for less than a twenty-four (24) hour period. Child care is limited to no more than five (5) preschool aged children, including the caregiver's own preschool aged children; plus up to three (3) school aged children. Adult care is limited to five (5) adults unrelated to the caregiver.

Child Care Drop-In/Short Term Facility - a child care arrangement where children attend on an intermittent unscheduled basis.

Church, Storefront - see Houses of Worship, Storefront.

Church/Synagogue - see Houses of Worship.

Circulation Area - that portion of the vehicle accommodation area used for access to parking or loading areas or other facilities on the lot. Essentially, driveways and other maneuvering areas (other than parking aisles) comprise the circulation area.

City - the City of Statesville, North Carolina.

City Council - the City Council of the City of Statesville, North Carolina.

Clubs, Civic and Private - an organization that is established and operated solely for a social, recreational, patriotic, cultural or fraternal purpose on a nonprofit basis.

College/University - a degree-granting establishment, accredited or qualified for accreditation by the Southern Association of Colleges and Schools, providing formal academic education and generally requiring for admission at least a high school diploma or equivalent academic training, including colleges, community colleges, universities, technical institutes, seminaries, and professional schools. Accessory uses under this definition include, but are not limited to, dormitories, cafeterias, bookstores, libraries, classrooms, administrative offices, research facilities, sports arenas, and auditoriums.

Common Open Space - a parcel of land, body of water, or combination thereof, designed and intended for the use or enjoyment of residents of a particular development or the general public. Common open spaces may contain accessory structures and improvements necessary or desirable for religious, educational, non-commercial, recreational or cultural uses. Credit for common open space shall not be given for public rights-of-way or easements, public or private streets, parking areas, or driveways. Common open space may include floodplain, but not floodway.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE, ARTICLE 9
DEFINITIONS, SECTION 9.02 DEFINITIONS, ADULT/CHILD HOME DAY CARE**

TA20-01

WHEREAS, there is a request to amend the Unified Development Ordinance as the code currently does not address the proposed use of a childcare center as a home day care;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Statesville that Article 9 Definitions, Section 9.02 Definitions, Adult/Child Care Home Day Care be amended as follows:

Adult/Child Home Day Care – a residence within which child or adult care and supervision is provided for less than a twenty-four (24) hour period. Childcare is limited to no more than five (5) preschool aged children including the caregiver’s own preschool-aged children; plus up to three (3) school-age children. Adult care is limited to five (5) adults, unrelated to the caregiver. A childcare center may be allowed as a home day care with a maximum of 10 children (ages 2-13) or a maximum of 12 children (ages 3-13). The childcare center must meet the requirements of the State of North Carolina in regard to parking, handicap access, building code, fire code and sanitation.

This ordinance was introduced for first reading by Council member _____, seconded by Council member _____, and unanimously carried on the _____ day of _____, 2020.

AYES:
NAYS:

The second and final reading of this ordinance was heard on the _____ day of _____, 2020, and upon motion of Council member _____, seconded by Council member _____, and unanimously carried, was adopted.

AYES:
NAYS:

This ordinance is to be in full force and effect from and after the _____ day of _____, 2020.

CITY OF STATESVILLE

Constantine H. Kutteh, Mayor

ATTEST:

APPROVED AS TO FORM

Brenda Fugett, City Clerk

Leah Gaines-Messick, City Attorney

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: John Ferguson, Airport Manager
DATE: June 02, 2020

ACTION NEEDED ON: June 15, 2020
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving three hangar leases at the Statesville Regional Airport for: G.L Wilson, Ralph Brown, and Carolina Aviation Technical Services, LLC. (CATS)

Summary of Information: G.L. Wilson and Ralph Brown are five-year leases with an 8.49% increase as per the Cost of Living increase over the past five years. The Carolina Aviation Technical Services, LLC lease is a 10-year lease with an option to renew for another 5 years. CATS rent increased 9.4%. Brown and Wilson lease is for corporate aircraft storage and CATS provides heavy maintenance for jet aircraft.

<u>Tenant</u>	<u>Previous Amount/Year</u>	<u>Proposed Amount/Year</u>
Brown	\$15,330	\$16,632
Wilson	\$19,163	\$20,790
CATS	\$55,872	\$61,200

Previous Council or Relevant Actions: Wilson and Brown leases were approved at the City Council meeting on May 14, 2015. CATS is a new lease.

Budget/Funding Implications: All three leases have rent increases for the Airport Operating budget.

Consequences for Not Acting: Loss of revenue for the Airport

Department Recommendation: Airport Commission approved these leases at their May 27, 2020 meeting. Staff recommends approval.

Manager Comments: Recommend for approval.

Next Steps: Upon approval, the Mayor will sign to execute the leases.

Attachments: Wilson Lease, Brown Lease and CATS Lease

NORTH CAROLINA
IREDELL COUNTY

HANGAR LEASE

THIS LEASE AGREEMENT, made and entered into this the 1st day of June 2020, by and between the **CITY OF STATESVILLE**, a municipal corporation, hereinafter called the “Lessor”; and **G. L. WILSON BUILDING COMPANY**, hereinafter called the “Lessee”, both of Iredell County, North Carolina;

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

DESCRIPTION: See attached Description and Plat

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. Term. The term of this lease shall be for a period of sixty (60) months, to commence on June 1, 2020 and to end on May 31, 2025.

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

3. Rental. The rental to be paid by the Lessee to the Lessor shall be \$1732.50 per month, payable on or before the 30th day of each month. The annual rent payable by Lessee for the Leased Premises shall be increased (but not decreased) at the beginning of each third 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.

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

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

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

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

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

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

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

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

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

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

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

14. Hold Harmless. Lessee shall and hereby does keep, save, and forever hold harmless the Lessor from any liability of any kind for any personal injury or property damage arising from or out of the use or occupancy of the leased premises by Lessee, its agents, employees, guests, invitees, licensees, or others. Moreover, Lessee shall indemnify and defend Lessor and the leased property, at Lessee's expense, against all

claims, expenses and liabilities, including attorneys fees, which may be imposed upon, incurred by, or asserted against Lessor arising out of the use or occupancy of the leased premises. This paragraph shall not be construed to require the Lessee to indemnify or hold the Lessor harmless against any claims resulting from the negligence of the Lessor.

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

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

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

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

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

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

20. Default/Failure to Perform. It is agreed that time is of the essence for the payment of rents and, in the event of the failure to pay any installment of rent on the due date, or upon the breach of any of the covenants or agreements herein contained; or if the Lessee goes into bankruptcy, voluntary or involuntary, or becomes insolvent, or it is placed in the hands of a receiver, or makes a general assignment of this property for the

benefit of creditors, or files a petition pursuant to any Federal or State law for the extension of its debts or for reorganization; or if its stock of goods, wares, and merchandise located on the leased premises should be seized under attachment, execution, or other process, and such attachment, execution or other process be not vacated or such property released within fifteen (15) days, then and in any one of such events, Lessor may after five (5) days written notice to Lessee:

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

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

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

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

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

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

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

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

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

Lessee: G. L. WILSON BUILDING COMPANY
 Attention: Tom Wilson
 190 Wilson Park Road
 Statesville, NC 28625-8506

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: _____
Brenda Fugett, City Clerk

[SEAL]

LESSEE: G. L. WILSON BUILDING COMPANY

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

ATTEST: _____
Secretary

[SEAL]

**DESCRIPTION OF LEASED PREMISES
TO
G. L. WILSON BUILDING COMPANY**

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

NORTH CAROLINA
IREDELL COUNTY

HANGAR LEASE

THIS LEASE AGREEMENT, made and entered into this the 1st day of June, 2020, by and between the **CITY OF STATESVILLE**, a municipal corporation, hereinafter called the “Lessor”; and **RALPH BROWN and JAY BROWN, SR.**, hereinafter called the “Lessee”, both of Iredell County, North Carolina;

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

DESCRIPTION: See attached Description and Plat

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. Term. The term of this lease shall be for a period of sixty (60) months, to commence on June 01, 2020 and to end on May 31, 2025.
2. Termination by Lessee. In the event the Lessee no longer owns aircraft which can be hangared in the hangar on the leased premises, or no longer wishes to lease the hangar, the Lessor will terminate without penalty upon sixty (60) days written notice to the Lessee.
3. Rental. The rental to be paid by the Lessee to the Lessor shall be \$1,386.00 per month, payable on or before the 30th day of each month. 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.
4. Utilities: The Lessee shall be responsible for the payment of all utilities utilized in conjunction with the operation of the aircraft hangar situated on the leased premises.

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

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

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

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

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

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

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

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

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

14. Hold Harmless. Lessee shall and hereby does keep, save, and forever hold harmless the Lessor from any liability of any kind for any personal injury or property damage arising from or out of the use or occupancy of the leased premises by Lessee, its

agents, employees, guests, invitees, licensees, or others. Moreover, Lessee shall indemnify and defend Lessor and the leased property, at Lessee's expense, against all claims, expenses and liabilities, including attorneys fees, which may be imposed upon, incurred by, or asserted against Lessor arising out of the use or occupancy of the leased premises. This paragraph shall not be construed to require the Lessee to indemnify or hold the Lessor harmless against any claims resulting from the negligence of the Lessor.

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

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

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

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

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

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

20. Default/Failure to Perform. It is agreed that time is of the essence for the payment of rents and, in the event of the failure to pay any installment of rent on the due date, or upon the breach of any of the covenants or agreements herein contained; or if the

Lessee goes into bankruptcy, voluntary or involuntary, or becomes insolvent, or it is placed in the hands of a receiver, or makes a general assignment of this property for the benefit of creditors, or files a petition pursuant to any Federal or State law for the extension of its debts or for reorganization; or if its stock of goods, wares, and merchandise located on the leased premises should be seized under attachment, execution, or other process, and such attachment, execution or other process be not vacated or such property released within fifteen (15) days, then and in any one of such events, Lessor may after five (5) days written notice to Lessee:

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

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

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

23. Holdover. Should the Lessee continue to occupy the leased premises after the expiration of the terms of this lease or after a forfeiture of lease by the Lessee

has occurred, whether with or without the consent of the Lessor, such tenancy shall be on a month-to-month basis but in all other respects shall be in accordance with the terms of this lease.

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

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

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

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

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

Lessee: Ralph Brown and Jay Brown, Sr.
 Attention: Jay Brown, Sr.
 472 Augusta Drive
 Statesville, NC 28625

IN WITNESS WHEREOF, Lessor and Lessee have caused their proper officers to set their hands and affix appropriate seals hereto on this the _____ day of _____, 2010.

LESSOR: The CITY OF STATESVILLE, a municipal corporation

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

ATTEST: _____
Brenda Fugett, City Clerk

[SEAL]

LESSEE: RALPH BROWN and JAY BROWN, SR.

By: _____(LS)
Ralph Brown

By: _____(LS)
Jay Brown, Sr.

**DESCRIPTION OF LEASED PREMISES
TO
RALPH BROWN AND JAY BROWN, SR.**

COMMENCING at NGS Station "STATEPORT", having NC State Plane Grid Coordinates of X = 1,420,977.0170 feet and Y = 738,744,1753 feet; thence North 37 deg 02 min 05 sec East, a ground distance of 1087.92 feet to the Southeast corner of Corporate Lease Lot No. 1; said point being situated on the Northern edge of the terminal ramp South 82 deg 02 min 01 sec East, a distance of 121.00 feet from an iron set at the Northwest corner of the terminal ramp; thence with the Eastern boundary of Corporate Lease Lot No.1, North 07 deg 57 min 59 sec East, a distance of 80.00 feet to the Southeast corner of Corporate Lease Lot No. 2 and the point of beginning; thence North 82 deg 02 min 01 sec West, a distance of 100.00 feet; thence North 07 deg 57 min 59 sec East, a distance of 80.00 feet; thence South 82 deg 02 min 01 sec East, a distance of 100.00 feet; thence South 07 deg 57 min 59 sec West, a distance of 80.00 feet to the point of BEGINNING, containing 0.1836 acre (8,000 sq. feet) and being situated within the lands of the City of Statesville (Statesville Municipal Airport); said description being according to a plat prepared by W. K. Dickson & Co., RS, dated 5-22-90, copy of which is attached as Exhibit A; together with any leasehold improvements constructed thereon in accordance with the terms of this lease. Said leased premises is identified on attached plat as Corporate Lease Lot No. 2.

CITY OF STATESVILLE
STATESVILLE REGIONAL AIRPORT
AIRCRAFT HANGAR AGREEMENT AND LEASE
with
Carolina Aviation Technical Service (CATS)

Date: July 1, 2020

CITY OF STATESVILLE
STATESVILLE REGIONAL AIRPORT
AIRCRAFT HANGAR AGREEMENT AND LEASE

THIS AGREEMENT AND LEASE (“Agreement”), made and entered into by and between the CITY OF STATESVILLE, a municipal corporation of the State of North Carolina (the “City”), and Carolina Aviation Technical Service, a North Carolina Corporation (the “Lessee”),

WITNESSETH:

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

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

WHEREAS, City is the owner of certain improvements on the Airport consisting of a modern aircraft storage hangar with connected office and maintenance premises, associated aircraft parking apron and

WHEREAS, Lessee wishes to enter into a ~~ten~~five-year Lease of the entire one 18,000 square foot bay and 6,000 square feet of offices, and City is willing to lease the Hangar to Lessee on the terms and conditions provided and set forth in this Agreement;

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

ARTICLE I
LEASED PREMISES

Section 1.1 Leased Premises. City hereby demises and lets to Lessee and Lessee hereby takes and accepts from City a leasehold interest in that portion of the Airport ("Site") depicted on Exhibit "A" hereto, consisting of Hangar #11, more or less and located at 238 Airport Road, Statesville, NC 28677. The Site, along with the improvements thereon as described in Section 1.2 below ("Leasehold Improvements") shall be called the "Leased Premises".

Section 1.2 Leasehold Improvements. The Leasehold Improvements are the Hangar, aircraft parking apron and non-exclusive use of the parking lot located on the Site which are depicted on Exhibit "A".

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

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

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

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

Section 1.8 Rights on Airport. City hereby grants to Lessee the right to provide aircraft maintenance services in and on the Leased Premises. In connection with its rights to use and occupy the Leased Premises, Lessee shall have the additional following rights:

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

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

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

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

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

stored or otherwise located on the Leased Premises and the air operations area. Lessee shall be responsible for payment of all fines or penalties resulting from violations of the Security Plan. The provisions of this paragraph shall extend to Lessee's employees, patrons, guests and invitees.

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

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

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

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

ARTICLE II

LEASE TERM AND RESTRICTIONS ON USE

Section 2.1 Effective Date/Commencement Date. This Agreement shall become effective and binding upon City and Lessee upon the date that it has been executed by or on behalf of both Lessee and the Aviation Manager. Notwithstanding the Effective Date, the Commencement Date shall be and is hereby deemed to be July 1, 2020.

Section 2.2 Term; Option to Extend. The term of this Agreement ("Term") shall commence on the Commencement Date and, unless terminated earlier pursuant to law or the

provisions hereof, shall continue until midnight on June 30, 2030("Termination Date"). Lessee shall have the right to extend the term of this Agreement for an additional five years. This additional five years will be considered an automatic renewal unless upon written notice of cancellation to City no sooner than 180 days and no later than 90 days prior to the expiration of the original term.

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

Section 2.4 Right of City to Terminate by Cancellation. If, at any time during the original or any renewal term hereof, City requires the use of the Leased Premises for expansion of runways and taxiways and compliance with any safety, clearance, or setback requirements that may be promulgated by FAA or any successor agency, this Agreement may be canceled by the City. Should the City elect to so cancel this Agreement it shall (i) advise Lessee as soon as possible when the issue arises and (ii) give Lessee written notice of cancellation and the purpose therefor at least one hundred eighty (180) days prior to the effective date of such cancellation ("Cancellation Date"). Upon such notice and the expiration of such notice period this Agreement shall automatically terminate and be of no further force and effect.

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

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

storage facilities located on the Site and owned and operated by City. The fueling of tenant aircraft shall be provided by the FBO. All fuel shall be purchased from the FBO whether by using our fuel truck or utilizing the fuel farm. The movement of aircraft in and out of the Hangar shall be performed by Lessee's employees and can use Cities equipment when available for aircraft movement. City employees will assist Lessee when requested.

Section 2.7 Abandonment. The failure of Lessee to utilize the Leased Premises over a continuous period in excess of one hundred and twenty (120) days for reasons that are not otherwise excused under this Agreement shall be deemed an abandonment of the Leased Premises by Lessee and therefore a failure to perform Lessee's obligations under this Agreement. Upon such abandonment, City shall have the right, but not the obligation, to give notice of default under Section 9.1(d) hereof. The mere occupancy of the Leased Premises by an employee of Lessee without the storage of aircraft in the Hangar shall not mitigate the requirements of this section.

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

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

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

- (a) Conduct its operations in a manner that deprives the public of its rightful, equal and uniform use of Airport property;
- (b) Conduct its operations in a manner that interferes with reasonable use by others of common facilities;
- (c) Conduct its operations in such a way as to hinder police, firefighting or other emergency personnel in the discharge of their duties or as to constitute a hazardous

condition that would increase the risks normally attendant upon the operations contemplated under this Agreement; or

(d) Store bulk aviation gasoline (AVGAS), kerosene, automobile gasoline, oils, or other petroleum liquids in or at the Leased Premises without prior permission of the airport manager.

Section 2.11 Environmental Representation and Covenants.

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

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

(c) Lessee shall not create or suffer to exist with respect to the Leased

Premises, or permit any of its agents, employees, contractors, or invitees to create or suffer to exist any lien, security interest or other charge or encumbrance of any kind arising out of any Environmental Laws. Should any such lien, security interest or other charge or encumbrance be filed against the Leased Premises, Lessee shall cause said lien, security interest or other charge or encumbrance to be removed from the Leased Premises or shall provide a bond satisfactory to City for the payment or satisfaction thereof. Said actions shall be taken by Lessee as soon as practicable; provided that said actions shall be taken in no event later than thirty (30) days from the filing, posting or notice of such lien, security interest or other charge or encumbrance.

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

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

any Hazardous Material because of, or violation of any Environmental Laws by, Lessee, its agents, employees, contractors, invitees or permitted subtenants or assigns. Lessee shall take all actions necessary to restore the Leased Premises to the condition existing prior to the Commencement Date, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. Any such remediation shall be performed in a good, safe and workmanlike manner and shall minimize any impact on the business conducted at the Leased Premises.

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

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

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

survive the termination of this Agreement.

Section 2.12 Airport Security. Lessee acknowledges that the Airport may have certain security requirements imposed upon it by the United States, including the Department of Homeland Security and the Transportation Security Administration. Lessee agrees that its use and occupancy of the Leased Premises will be bound and constrained by any such security requirements that it is given Notice of, and that, upon notification by the Airport, it will abide by and comply with all such restrictions, constraints, rules, regulations, orders, plans or decrees (collectively "Security Plan") enacted by, or imposed upon City, by the United States and its security agencies in, on and about the Leased Premises and the Airport. Lessee further agrees that the requirement to comply with any such Security Plan shall not entitle Lessee to damages or the right to terminate or modify this Agreement.

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

ARTICLE III

RENTS, FEES AND CHARGES

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

(a) Hangar Bay – 18,000 sq. ft.	at \$2.25/sq. ft.	\$40,500
(b) Office Space – 6,000 sq. ft.	at 3.45/sq. ft.	\$ 20,700
Total Annual Rental		\$ 61,200 per year

The annual rental shall be payable in twelve equal monthly installments of \$5,100.00, in advance and without demand, on the first day of each month. All such payments are to be made

in lawful money of the United States of America.

Section 3.2 Rental Adjustments. The annual rent payable by Lessee for the Leased Premises shall be increased (but not decreased) at the beginning of each third 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.

Section 3.3 Reserved

Section 3.4 Reserved.

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

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

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

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

ARTICLE IV

MAINTENANCE, ALTERATIONS, REPAIRS AND UPKEEP

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

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

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

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

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

Section 4.4 Alterations to Leased Premises. Before making alterations to the

Leasehold Improvements Lessee shall first obtain the written consent of the Airport Manager, such consent not to be unreasonably withheld or delayed. All alterations to the Leased Premises made by the Lessee shall be made at the Lessee's expense and shall be made in a workmanlike manner without damage to the Leased Premises, except such that is repaired or corrected by the Lessee. The Airport Manager shall have the right to review and approve in writing the plans and specifications for such alterations and to impose requirements for permits, insurance and bonding for such improvements and alterations.

ARTICLE V

INDEMNIFICATION AND INSURANCE

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

Section 5.2 Liability Insurance. Lessee shall maintain in force during the Term of this Agreement commercial general liability insurance - bodily injury and property damage liability - as shall protect the Lessee from claims of bodily injury and property damage in amounts acceptable to City. However, the amounts of this insurance shall not be less than \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement. The City shall be named as an additional insured under the commercial general liability policy.

Lessee shall maintain in force during the Term of this Agreement commercial automobile

liability insurance providing bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits acceptable to City but not less than \$1,000,000 bodily injury and property damage each occurrence/aggregate.

Lessee shall maintain aircraft liability insurance, including premises liability hangars keepers, and property damage, covering all aircraft operated by and for Lessee at limits acceptable to City but not less than \$500,000 per occurrence.

All liability policies shall be occurrence based.

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

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

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

Section 5.6 Waiver of Subrogation. City and Lessee mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, or required to be carried hereunder, to the extent permitted by the applicable insurance policy or policies, the party carrying or required to carry such insurance and suffering any such loss hereby releases the other of and from any and all claims with respect to such loss and City's and Lessee's insurance companies shall have no right of subrogation against the other or any party hereto on account thereof.

ARTICLE VI

DAMAGE OR DESTRUCTION TO LEASED PREMISES

In the event of damage or casualty to any part of the Leased Premises including the Leasehold Improvements, City shall have the option to repair such damage or replace damaged property to the extent the insurance proceeds are sufficient to pay for such repair and replacement. During the time from such damage until the completion of the repairs, Lessee shall be entitled to an equitable abatement of payments to City required hereunder in proportion to the extent Lessee is deprived of the beneficial use of the Leased Premises by such damage. Should City elect, in its absolute and sole discretion, not to repair or rebuild the Leasehold Improvements, or determines that insurance proceeds will be insufficient to repair or replace such damage, it shall so notify Lessee. Upon such notification Lessee shall have the option to pay for the additional cost, over and above the insurance proceeds, to repair such damage or to terminate this Lease. If Lessee elects to pay the additional cost, City shall apply such insurance proceeds to the cost of repairing, rebuilding or replacing the Leasehold Improvements. If Lessee elects to terminate the Lease, Lessee shall pay to City the amount of insurance proceeds it receives for such damage or casualty.

ARTICLE VII

EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION

PUBLIC USE AND FEDERAL GRANTS

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

Section 7.2 Certification of Non-Discrimination. By the execution of this Agreement,

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

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

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

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

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

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

(c) Lessee shall use the premises in compliance with all of the requirements

imposed by or pursuant to 49 CFR Part 21, as said regulations now or hereafter provide.

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

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

Section 7.5 Modifications to Comply with Federal Laws, Regulations or Agreements.

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

Section 7.6 Compliance with Americans with Disabilities Act of 1990. Lessee shall fully comply with all applicable provisions of the Americans With Disabilities Act of 1990, P.L. 101-336, 104 Stat. 327 (ADA), expressly including, but not limited to, all requirements

otherwise imposed on the City regarding the Leased Premises and invitees of Lessee, insofar as the Leased Premises is considered a place of public accommodation and invitees or employees are covered by the services, programs and activity provisions of Title II of ADA.

Section 7.7 Recapture by United States Government. It is understood and agreed between the parties hereto that this Agreement shall be terminated if the United States of America, in exercising any right it may have to recapture under the terms of the instrument conveying the premises to the City, requires such termination, and further that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Airport Act of 1946, as amended, or any future act affecting the operation or maintenance of the Airport.

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

ARTICLE VIII

ASSIGNMENT AND SUBLETTING

Lessee shall neither assign nor transfer this Agreement or any right or leasehold interest granted to it by this Agreement without the consent of the City, such consent not to be unreasonably withheld. Provided, however, Lessee may assign and transfer this Agreement in its entirety without such consent to any successor-in-interest of Lessee with or into which Lessee

may merge or consolidate or which may succeed to the assets of Lessee or a major portion thereof. No such assignment or sublease shall serve to release the Lessee from any of its obligations, duties or responsibilities under this Agreement unless the City agrees thereto in writing. Any such sublease shall be in writing and promptly upon the execution thereof, Lessee shall furnish a copy to the City.

ARTICLE IX
DEFAULT BY LESSEE

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

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

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

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

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

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

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

benefit of creditors.

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

Section 9.2 Waiver. No Waiver by the City of default by the Lessee of any terms, covenants, or conditions hereof kept and to be performed, preserved by the Lessee shall be construed to be a waiver of any subsequent default. The acceptance of rental or the performance of all or any part of this Agreement by the City for or during any period or periods after default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Lessee, shall not be deemed a waiver of any right on the part of the City to declare a default or cancel this Agreement for a subsequent breach thereof.

ARTICLE X

EFFECT OF DEFAULT

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

ARTICLE XI

TERMINATION BY CANCELLATION AND DEFAULT BY CITY

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

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

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

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

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

Section 11.2 Waiver. The Lessee's performance of all or any part of this Agreement for or during any period or periods after a default of any of the terms, covenants or conditions hereof to be performed, kept or observed by the City, or the occurrence of such other event as may excuse performance, shall not be deemed a waiver of any right on the part of Lessee (i) to cancel

this Agreement for failure by the City so to perform, keep or observe any of the terms, covenants or conditions hereof to be performed, kept and observed, or by reason of such occurrence, or (ii) to enforce any other right that the Lessee may have by reason of such failure or occurrence. No waiver by the Lessee of any of the terms, covenants or conditions hereof shall be construed to be or act as a waiver by Lessee of any subsequent default or occurrence.

ARTICLE XII
GENERAL PROVISIONS

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

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

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

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

Section 12.3 Waivers. Every provision herein imposing an obligation upon City or Lessee is a material inducement and consideration for the execution of this Agreement. No waiver by City or Lessee of any of the terms, covenants or conditions of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, covenant or condition herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of the City to re-enter the Leased Premises or to exercise any right, power, privilege or option arising from any default, or subsequent acceptance of fees then or thereafter accrued shall impair any such right, power, privilege or option or be construed to be a waiver of any such default or acquiescence therein. No notice by City shall be required to restore or revive time as being of the essence hereof after waiver by City of default in one or more instances.

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

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

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

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

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

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

lawfully acquire and hold, use and enjoy the Leased Premises during the Term of this Agreement.

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

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

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

(b) Notice to the Lessee shall be addressed to the attention of:
Carolina Aviation Technical Services, LLC
238 Airport Road
Statesville, NC 28677

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

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

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

- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (c) Notifying the City within ten (10) days after receiving notice under subparagraph (b)(2) from any employee or otherwise receiving actual notice of such conviction.
- (d) Taking one of the following actions within thirty (30) days of receiving notice under subparagraph (b)(2) with respect to any employee who is so convicted:
- (i) Taking appropriate personnel action against such employee up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health law enforcement or other appropriate agency.
- (e) Making a good faith effort to continue to maintain a Drug-Free Workplace through implementation of subparagraphs (a) through (d).

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

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

Section 12.15 Memorandum of Lease in Lieu of Recording. The parties agree that

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

Section 12.16 Warranty of Title. The City represents and warrants that it has good and merchantable fee simple title to the Leased Premises and has full right to lease the Leased Premises to Lessee.

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

[Signatures on following page.]

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

_____ as Lessee:

WITNESS:

By: _____

Title: _____

Date: _____

ATTEST:

City Clerk

City of Statesville as Lessor

By: _____

Mayor

Date: _____

EXHIBITS: A - Depiction of Leased Premises

Lessee will lease the eastern most hangar bay of the 3-bay hangar located at the Statesville Regional Airport Fixed Based Operator and non-exclusive use of the parking lot as shown below.



CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Sherry Ashley, Planning Director
DATE: March 03, 2020

ACTION NEEDED ON: June 15, 2020
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving 2nd reading of annexation request AX20-01, an ordinance to annex the properties located adjacent to 110 Vance PO Road, PINs 4765-32-5949 & 4765-33-7215

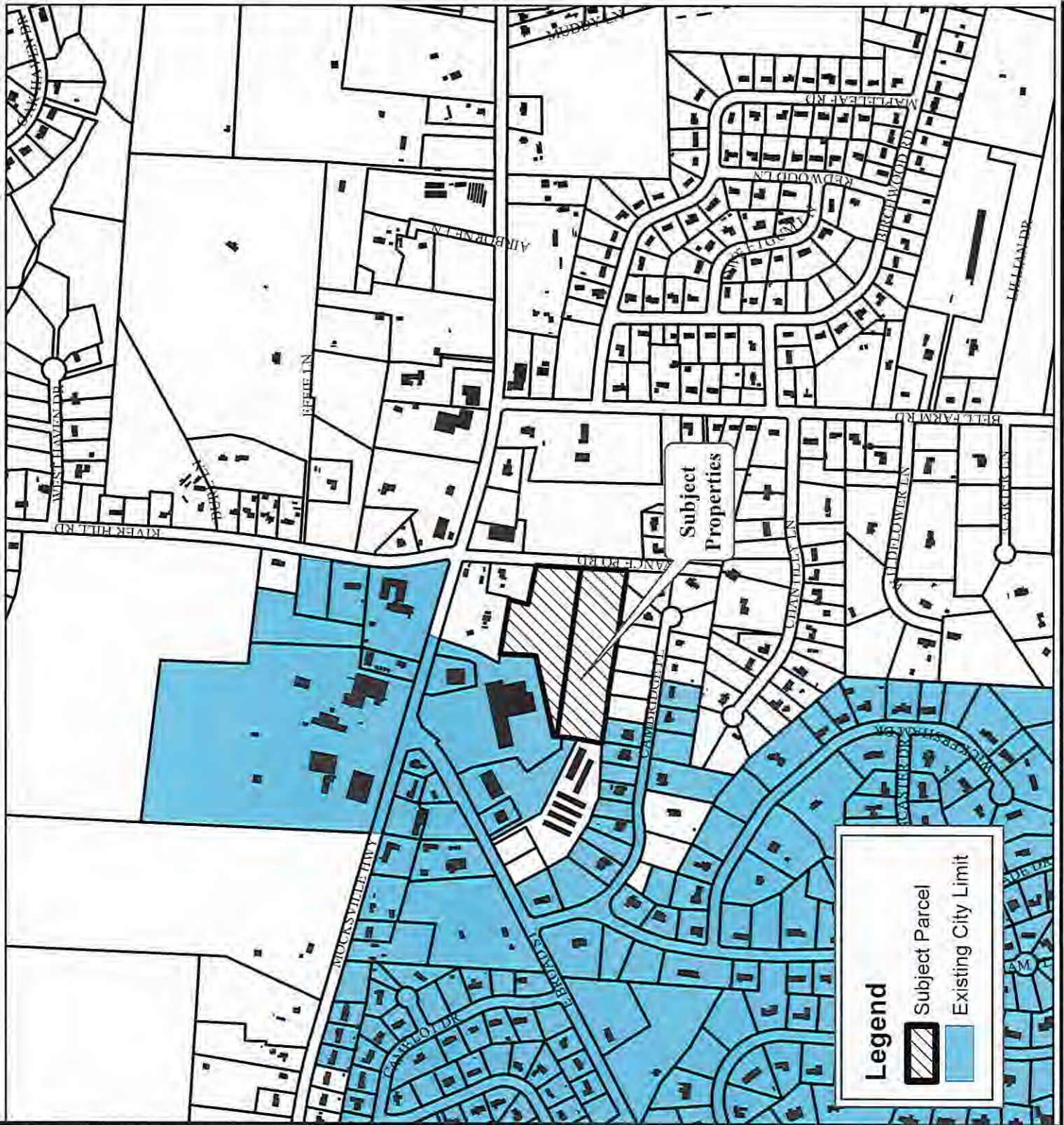
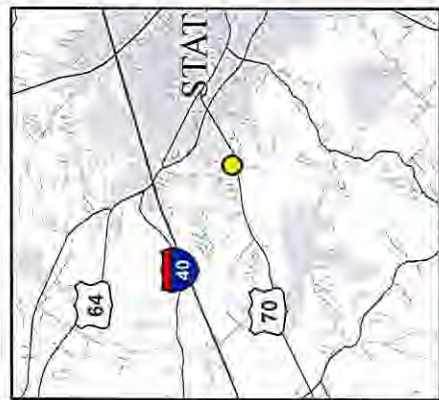
- 1. Summary of Information:** The property being considered for annexation was submitted by Landon Greene LP, agent for property owners, and is adjacent to 110 Vance PO Road. The subject property is approximately 8.33 acres in size and encompasses Iredell County Parcel Identification Numbers (PINs) 4765-32-5949 & 4765-33-7215. The subject properties are contiguous to the primary corporate limits of the City of Statesville. The properties are located in Iredell County's Zoning Jurisdiction and zoned CB (Central Business) District and therefore will have to be rezoned. The applicant has submitted a rezoning application to zone the property to R-8MF CU (Medium Density Multi-Family Residential Conditional Use) District to allow for up to 60 units of independent senior housing. The public hearing for the annexation and rezoning will both be held on March 16, 2020.
- 2. Previous Council or Relevant Actions:** In February of 2017 an application was submitted to annex and rezone these two properties from IC-CB (Iredell County Community Business) to R-5MF (High Density Multi-Family Residential) District with the intention of using the site for an 80-unit workforce housing complex. The request was approved by the Planning Board on February 28, 2017. The case was then heard by Council and was tabled on March 20, 2017 before both the rezoning and annexation were withdrawn by the applicant. Then in 2018 a second application was submitted to rezone the property to B-2 (Neighborhood Business) District again with the intention of an 80-unit workforce house complex. The request was again approved by the Planning Board on January 23, 2018 but was withdrawn by the applicant prior to being heard by Council on February 5, 2018. Since the application was withdrawn prior to a decision by Council the applicant is permitted to submit another request for the same properties after 180 days have elapsed.
- 3. Budget/Funding Implications:** The tax value of this property is \$195,420. City sewer is available at the site. The property is in Energy United's electric service area and Iredell Water Corporations water service area.
- 4. Consequences for Not Acting:** Without annexation of the property, Council cannot

consider rezoning the properties as they are currently in Iredell County's Zoning Jurisdiction.

5. **Department Recommendation:** The department recommends passing the first reading of the ordinance to annex the property adjacent to 110 Vance PO Road.
6. **Manager Comments:** Concur with Department Recommendation.
7. **Next Steps:**
8. **Attachments:**
 1. City Limit Location Map
 2. Utility Location Map
 3. Ordinance for Annexation

City of Statesville Planning Department

Vance PO Road
Properties



ORDINANCE NO. _____

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

**(Moorefield & Cheek Properties)
Vance PO Rd
PINs 4765-32-5949 & 4765-33-7215**

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 opened at Statesville City Hall at 7:00 o'clock p.m. on the 16th day of March, 2020 after due notice by publication on the 6th day of March, 2020, was continued to the next regularly scheduled meeting on April 20, 2020, where it was continued until the May 4, 2020 Council meeting; 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 noncontiguous territory is hereby annexed and made part of the City of Statesville, as of _____ at 11:59 p.m.

Description – PINs 4765-32-5949 & 4765-33-7215

All of that certain Lot or parcel of land situated in Iredell County, North Carolina and more particularly described as following:

Owner: Bobby Check, Tax PIN# 4765-33-7215

BEING ALL OF LOT NO. SEVEN (7) of the MINOR SUBDIVISION FOR LOWERY LAND COMPANY as the same is platted, planned and recorded at Plat Book 35, Page 69, Iredell County Registry and being the identical property conveyed from Lowery Land Company to Leslie C. Holshouser, Jr. and Wife Jacquelen G. Holshouser by General Warranty Deed dated May 10, 2000 and recorded at Deed Book 1199, Page 1196, Iredell County Registry, being more particularly described as follows:

Beginning in the centerline of Vance PO Road (S.R. 2317) the southeasterly corner of Lot 7, Plat Book 35, Page 69; thence N76°42'41"W a distance of 887.33' to the southwesterly corner of said Lot 7, the southerly line of Eastgate Commons Statesville, Deed Book 1279, Page 2238, Plat 39, Page 84; thence with said Eastgate Commons 3 calls: 1) N12°00'42"E a distance of 16.67', 2) N82°38'05"E a distance of 407.87'; 3) N07°22'57"E a distance of 177.89' to the southerly line of Tommy H. Laws D.B. 943, Page 300 thence S75°13'21"E a distance of 276.68'; to the westerly line of Wesley B. Lambreth Deed Book 1763, Page 1156, thence with Lambreth's line 2 calls: 1) S17°42'45"W a distance of 94.06'; 2) S73°32'50"E a distance of 229.79' to the centerline of Vance PO Road; thence S06°46'04"W a distance of 225.29' to the point of beginning, containing 4.023 Acres

Owner: John K. Moorefield, Tax PIN# 4765-32-5949

BEING ALL OF LOT NO. SIX (6) of the MINOR SUBDIVISION FOR LOWERY LAND COMPANY as the same is platted, planned and recorded at Plat Book 35, Page 69, Iredell County Registry, being more particularly described as follows:

Beginning at the northeasterly corner of Lot 8, Plat Book 21, Page 57 and running with the northerly line of said Lot 8, Plat Book 21, Page 57; N76°44'59"W a distance of 99.49' to the northeasterly corner of Lot 9, Plat Book 35, Page 68; thence with said Plat Book 35, Page 68, 3 calls: 1) N76°41'17"W a distance of 198.22'; 2) N76°48'36"W a distance of 120.25'; 3) N76°33'22"W a distance of 119.71' to the northeasterly corner of Lot 12, Plat Book 65, Page 107, thence N76°46'02"W a distance of 120.34'; to the northeasterly corner of Lot 13, Plat Book 35, Page 68, thence N76°39'00"W a distance of 119.90' to the northeasterly corner of Lot 14, Plat Book 41, Page 107 thence N76°46'52"W a distance of 120.03' to the northwesterly corner of said Lot 14; thence N82°20'36"W a distance of 10.03' to the southeasterly corner of ML Cassar Properties, LLC, Deed Book 2408, Page 1285; thence with said Cassar's line N12°00'42"E a distance of 224.93' to the southwesterly corner of Bobby R. Cheek, Lot 7 of Plat Book 35, Page 69, thence with the southerly line of said Lot 7, S76°42'41"E a distance of 887.33' to the centerline of Vance PO Road (S.R. 2317) thence with said centerline of Vance PO road S06°46'04"W a distance of 225.28' which is the point of beginning, Containing 4.612 Acres

Section 2. Upon and after April 6, 2020 at 11:59 p.m., the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Statesville and shall be entitled to the same privileges and benefits as other parts of the City of Statesville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Statesville shall cause to be recorded in the office of the Register of Deeds of Iredell County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Iredell County Board of Elections, as required by G.S. 163-288.1.

The Ordinance was introduced by a first reading by Council member _____, seconded by Council member _____, and unanimously carried on the _____ day of _____, **2020**.

AYES:

NAYS:

The second and final reading of this ordinance was heard on the _____ day of _____, **2020** and upon motion of Council member _____, seconded by Council member _____, and unanimously carried, was adopted.

AYES:

NAYS:

The Ordinance to be in full force and effect from and after the _____ day of _____, **2020** at 11:59 p.m.

City of Statesville

Constantine H. Kutteh, Mayor

ATTEST:

Brenda Fugett, City Clerk

APPROVED AS TO FORM:

Leah Gaines Messick, City Attorney

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Sherry Ashley, Planning Director
DATE: March 03, 2020

ACTION NEEDED ON: June 15, 2020
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving 2nd reading of rezoning request ZC20-01 for the properties located adjacent to 110 Vance PO Road; Tax Maps 4765-32-5949 & 4765-33-7215 IC-CB (Iredell County Community Business) to R-8MF (Medium-Density Multi-Family Residential Conditional Use) District.

1. Summary of Information:

Rezoning Request

Landon Greene LP is requesting to rezone approximately 8.33 acres contained in parcels 4765-33-7215 & 4765-32-5949 adjacent to 110 Vance PO Road (see attached map) from Iredell County CB (Community Business) District to the R-8MF CU (Medium Density Multi-Family Residential Conditional Use) District for a 60 unit independent senior living facility. Conditional Use Zoning Districts are tied to the site plan submitted with the application and the applicant is proposing the following conditions:

- The proposed development shall consist of a single phase of development and shall be a senior housing development for residents aged 55 years and above in compliance with the Federal HOPA Act (Housing for Older Persons Act)
- The development will be restricted to a maximum of 60 units (a density of up to 7.3 units per acre)
- Petitioner will keep a 125' setback as shown from proposed development to existing single family properties to the south. Allowed improvements within the proposed 125' setback shall include: stormwater management and utilities, and active open space.
- Petitioner agrees to keep the existing wooded area to the north as a buffer.
- Petitioner will construct a public road from the end of paved road on Vance PO Road to the proposed driveway entrance as per appropriate standards. Road will include curb and gutter on the proposed side of the development.
- Petitioner shall install 5' sidewalk along Vance PO Road to Mocksville Highway. Petitioner will not be responsible for acquiring right of way or easements for the construction of the sidewalk.

Evaluation

The property is currently in Iredell County's zoning jurisdiction. The intended use of the property is an independent senior housing development. If the property is developed as multi-family it will require sewer service from the City of Statesville, therefore the applicant has also submitted a voluntary annexation request for the property. The site is contiguous to Statesville's city limits. The properties being requested for rezoning are currently undeveloped. The land use plan calls for the properties to be low density residential even though the property is zoned Iredell County Community Business. The site sits just south of the intersection of Vance PO Road and Mocksville Highway just east of the Mocksville Highway & Broad Street Intersection. The surrounding area consists of a medium size shopping center, smaller scale commercial sites and single-family homes. All multi-family site plans regardless of zoning district are required to be reviewed by TRC, Planning Board (courtesy hearing) and Council (public hearing). The current zoning designation of Iredell County CB is comparable to the City's B-4 (Highway Business) District and therefore the R-8MF District is a less intensive zoning district. All utilities are available at the site.

The surrounding zoning districts and land uses are as follows:

<u>NORTH OF THE SITE:</u>	IC-GB & R-20, EZ Barn Rentals, Oakdale Baptist Church, Sharpe's Lawn Care
<u>EAST OF THE SITE:</u>	IC-GB & IC R-20, Dollar General, Abilene Church of Christ
<u>SOUTH OF THE SITE:</u>	R-15 & IC R-20, Single-Family Homes (Brookmeade Subdivision), Undeveloped Land
<u>WEST OF THE SITE:</u>	B-4, Eastgate Commons Shopping Center, O'Reilly Auto Parts, East Broad Plaza

- 2. Previous Council/Relevant Actions:** In February of 2017 an application was submitted to annex and rezone these two properties from IC-CB (Iredell County Community Business) to R-5MF (High Density Multi-Family Residential) District with the intention of using the site for an 80-unit workforce housing complex. The request was approved by the Planning Board on February 28, 2017. The case was then heard by Council and was tabled on March 20, 2017 before both the rezoning and annexation were withdrawn by the applicant. Then in 2018 a second application was submitted to rezone the property to B-2 (Neighborhood Business) District again with the intention of an 80-unit workforce house complex. The request was again approved by the Planning Board on January 23, 2018 but was withdrawn by the applicant prior to being heard by council on February 5, 2018. Since the application was withdrawn prior to a decision by Council the applicant is permitted to submit another request for the same properties after 180 days have elapsed.
- 3. Budget/Funding Implications:** If approved the development will provide at least 60 new residential lots that will require City services except sanitation. These new residential lots will also increase the property tax base and population numbers that impact funding.
- 4. Consequences for Not Acting:** Property may remain vacant and zoned IC-CB. Commercial uses permitted in IC-CB would be allowed.
- 5. Department Recommendation:** The 2005 Land Development Plan projects the property to be low density residential even though the property is zoned Iredell County Community

Business, however since the properties are outside of the City's jurisdiction the plan doesn't thoroughly address this area. The properties are located between the Brookmeade Subdivision and commercial sites. Staff feels that a medium density multi-family development is a good transition between single-family and commercial development and all utilities are available at the site. Also, with site-plan approval by council required prior to any multi-family development being approved staff's recommendation is **favorable** to rezone the properties contingent upon annexation.

6. Manager Comments: Concur with Department Recommendation.

7. Next Steps: Upon approval of the second reading of these properties they will be officially zoned R-8MF. If the applicant submits a revised sketch plan it will be reviewed by TRC, Planning Board and Council.

8. Attachments:

1. Council Consistency Statement
2. Planning Board Consistency Statement
3. Certification of Mailed Notices
4. Conditions proposed by applicant
5. Conceptual Site Plan
6. Conceptual Rendering
7. Zoning Map
8. Aerial Photo
9. Rezoning Ordinance



To: Statesville City Council
From: Sherry Ashley, Planning Director
Date: 3/16/20
Subject: Rezoning
Case: 20-01 Landon Greene Vance PO
Address: Adjacent to 110 Vance PO Road

- The zoning amendment **is approved and is consistent with the City's comprehensive land use plan** and is reasonable and in the public interest because _____

- In addition to approving this zoning amendment, this approval is **also deemed an amendment to the City's comprehensive land use plan**. The change in conditions the City Council has taken into account in amending the zoning ordinance to meet the development needs of the community are as follows: The property is located between the Brookmeade Subdivision and commercial sites. Staff feels that a medium density multi-family development is a good transition between single-family and commercial development and all utilities are available at the site. _____

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

Date: Constantine H. Kutteh, Mayor

Date: Sherry Ashley, Planning Director



To: Statesville Planning Board
From: Andrew Ventresca, Senior Planner
Date: February 25, 2020
Subject: Rezoning
Case: ZC20-01
Address: Vance PO Road

The zoning amendment **is approved and is consistent with the City's comprehensive land use plan** and is reasonable and in the public interest because _____

In addition to approving this zoning amendment, this approval is **also deemed an amendment to the City's comprehensive land use plan**. The change in conditions the Planning Board has taken into account in amending the zoning ordinance to meet the development needs of the community are as follows: The property is located between the Brookmeade Subdivision and commercial sites. Staff feels that a medium density multi-family development is a good transition between single-family and commercial development and all utilities are available at the site.

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

Date: Mark Tart, Planning Board Chairman

Date: Sherry Ashley, Planning Director



To City Council:

Subject: Certification Letter

Dear Council,

The purpose of this letter is to certify that the adjacent property owners of PINs 4765-33-7215 & 4765-32-5949 located on Vance PO Road were mailed a notice notifying them of rezoning case ZC20-01 on February 11, 2020.

Thank you,

Andrew Ventresca

Senior Planner

CONDITIONAL USE ZONING PERMIT
CITY COUNCIL APPROVAL

ZONING CASE NO. CU-

ZONING: From Iredell County; CB to R-8MF (CD)City of Statesville

APPLICANT: Landon Greene L.P. C/o Frank Fugate 500 S Front Street, 10th floor, Columbus Ohio 43215 614-406-2931.

Plans for development of the above noted Conditional Use Zoning Permit were submitted for City Council approval under the provisions of the Unified Development Code, Article 4, Section 2.07. The plan was reviewed, approved, and permit issued by the City Council on the _____ day of _____, 2020 and subject to such conditions as indicated below.

_____ Date

_____ Constantine Kutteh, Mayor

USES: Up to 60 units of independent senior housing in a elevatored served three story building

CONDITIONS:

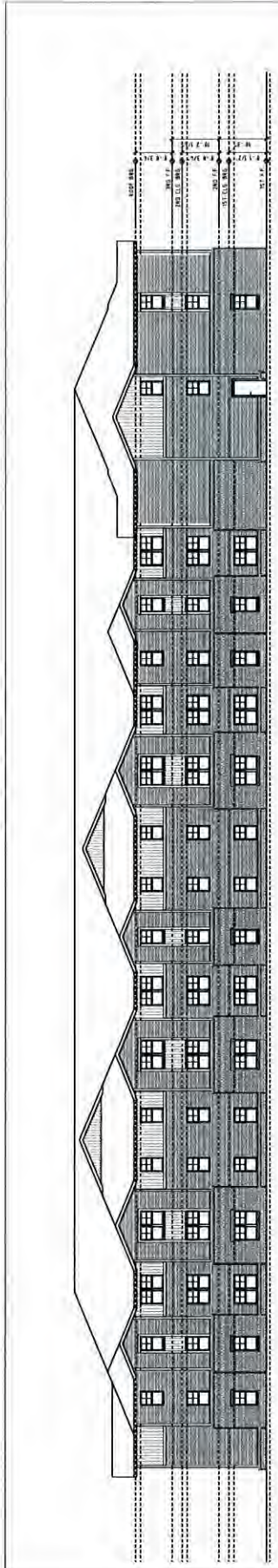
- The proposed development shall consist of a single phase of development and shall be a senior housing development for residents aged 55 years and above in compliance with the Federal HOPA Act (Housing for Older Persons Act)
- The development will be restricted to a maximum of 60 units (a density of up to 7.3 units per acre)
- Petitioner will keep a 125' setback as shown from proposed development to existing residential single-family properties to the south. Allowed improvements within the proposed 125' setback shall include: stormwater management and utilities, and active open space.
- Petitioner agrees to keep the existing wooded area to the north as a buffer.
- Petitioner agrees to construct public road from the end of pavement to proposed driveway connection per the City of Statesville roadway standards. Road shall include curb and gutter on proposed side of development along subject property.
- Petitioner shall install a 5' sidewalk along Vance PO road to Mocksville Hwy. Petitioner shall not be responsible for acquiring right of way or easements for the construction of the sidewalk.

PLANNING DEPARTMENT REZONING FILE #ZC_____

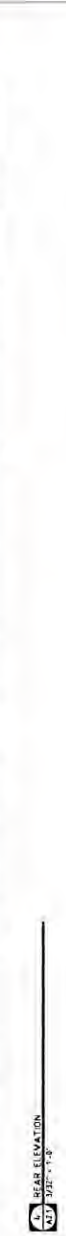
I, Frank Fugate/ representing Landon Greene LP applicant, agree to adhere to the above conditions places on rezoning case #ZC_____ as adopted by City Council on the _____ day of _____, 2020.

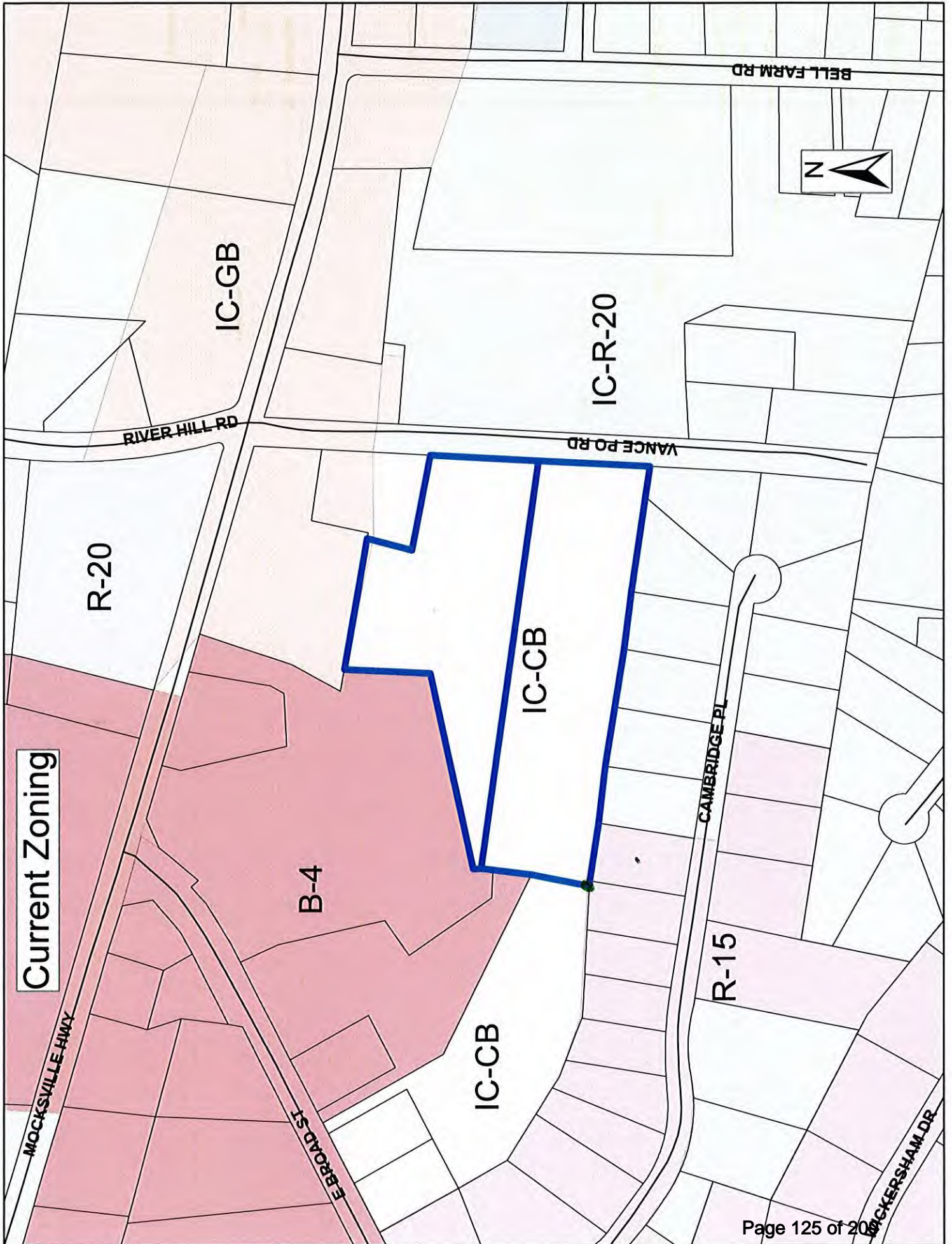
Date

Applicant



A.1 REAR ELEVATION
 321'-11 1/2\"/>





Current Zoning



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF THE AFTER DESCRIBED PROPERTIES FROM IREDELL COUNTY CB (COMMUNITY BUSINESS) DISTRICT TO R-8MF CU (MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL CONDITIONAL USE) DISTRICT

**ZC20-01 Landon Greene LP
Vance PO Road
PINs 4765-33-7215 & 4765-32-5949**

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 March 16, 2020 at 7:00 p.m. in the Council Chambers at City Hall, 227 South Center Street, Statesville, North Carolina, for the purpose of considering a proposed ordinance to change the zoning classification of the after described properties from Iredell County CB to R-8MF CU; said notice having been published in the Statesville Record and Landmark, a newspaper having general circulation in this area on March 6, 2020 & March 13, 2020, all in accordance with the procedure set forth in N.C.G.S. 160A-360; and

WHEREAS, said public hearing was declared open and continued until the April 20th, 2020 Council meeting, where it was continued again until the May 4th, 2020 Council meeting;;

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

LEGAL DESCRIPTION

Owner: Bobby Check, Tax PIN# 4765-33-7215

BEING ALL OF LOT NO. SEVEN (7) of the MINOR SUBDIVISION FOR LOWERY LAND COMPANY as the same is platted, planned and recorded at Plat Book 35, Page 69, Iredell County Registry and being the identical property conveyed from Lowery Land Company to Leslie C. Holshouser, Jr. and Wife Jacquelen G. Holhouser by General Warranty Deed dated May 10, 2000 and recorded at Deed Book 1199, Page 1196, Iredell County Registry, being more particularly described as follows:

Beginning in the centerline of Vance PO Road (S.R. 2317) the southeasterly corner of Lot 7, Plat Book 35, Page 69; thence N76°42'41"W a distance of 887.33' to the southwesterly corner of said Lot 7, the southerly line of Eastgate Commons Statesville, Deed Book 1279, Page 2238, Plat 39, Page 84; thence with said Eastgate Commons 3 calls: 1) N12°00'42"E a distance of 16.67', 2) N82°38'05"E a distance of 407.87'; 3) N07°22'57"E a distance of 177.89' to the southerly line of Tommy H. Laws D.B. 943, Page 300 thence S75°13'21"E a distance of 276.68'; to the westerly line of Wesley B. Lambreth Deed Book 1763, Page 1156, thence with Lambreth's line 2 calls: 1) S17°42'45"W a distance of 94.06'; 2) S73°32'50"E a distance of 229.79' to the centerline of Vance PO Road; thence S06°46'04"W a distance of 225.29' to the point of beginning, containing 4.023 Acres

Owner: John K. Moorefield, Tax PIN# 4765-32-5949

BEING ALL OF LOT NO. SIX (6) of the MINOR SUBDIVISION FOR LOWERY LAND COMPANY as the same is platted, planned and recorded at Plat Book 35, Page 69, Iredell County Registry, being more particularly described as follows:

Beginning at the northeasterly corner of Lot 8, Plat Book 21, Page 57 and running with the northerly line of said Lot 8, Plat Book 21, Page 57; N76°44'59"W a distance of 99.49' to the northeasterly corner of Lot 9, Plat Book 35, Page 68; thence with said Plat Book 35, Page 68, 3 calls: 1) N76°41'17"W a distance of 198.22'; 2) N76°48'36"W a distance of 120.25'; 3) N76°33'22"W a distance of 119.71' to the northeasterly corner of Lot 12, Plat Book 65, Page 107, thence N76°46'02"W a distance of 120.34'; to the northeasterly corner of Lot 13, Plat Book 35, Page 68, thence N76°39'00"W a distance of 119.90' to the northeasterly corner of Lot 14, Plat Book 41, Page 107 thence N76°46'52"W a distance of 120.03' to the northwesterly corner of said Lot 14; thence N82°20'36"W a distance of 10.03' to the southeasterly corner of ML Cassar Properties, LLC, Deed Book 2408, Page 1285; thence with said Cassar's line N12°00'42"E a distance of 224.93' to the southwesterly corner of Bobby R. Cheek, Lot 7 of Plat Book 35, Page 69, thence with the southerly line of said Lot 7, S76°42'41"E a distance of 887.33' to the centerline of Vance PO Road (S.R. 2317) thence with said centerline of Vance PO road S06°46'04"W a distance of 225.28' which is the point of beginning, Containing 4.612 Acres

Property Address: Vance PO Road, Statesville NC 28677

This ordinance was introduced for first reading by Council member _____, seconded by Council member _____, and unanimously carried on the _____ day of _____, **2020**.

Ayes:
Nays:

The second and final reading of this ordinance was heard on the _____ day of _____, **2020** and upon motion of Council member _____, seconded by Council member _____, and unanimously carried, was adopted.

Ayes:
Nays:

This ordinance is to be in full force and effect from and after the _____ day of _____, **2020**.

CITY OF STATESVILLE

Constantine H. Kutteh, Mayor

APPROVED AS TO FORM:

By: _____
Leah Gaines Messick, City Attorney

ATTEST:

Brenda Fugett, City Clerk

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Sherry Ashley, Planning Director
DATE: May 28, 2020

ACTION NEEDED ON: June 15, 2020
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Conduct a public hearing and consider approving site plan (Quasi-Judicial) P20-04 for the development of Cadence Statesville Senior Apartments located on Simonton Road, Tax Map 4755-23-7198

Summary of Information: The site is located at 2344 Simonton Road (see GIS Map) between Martha's Ridge Subdivision and Deer Creek Subdivision. The property is currently 10.03 acres in size and is proposed to be developed with 161 senior apartment units. The site is zoned CU O-1 (Office Single Lot) District. The site will be accessed from Simonton Road.

Multi-family development is required to get Planning Board and Council approval. The site plan indicates all the units will be housed in one building. The building is proposed to be 52,275 sf. It will contain 161 senior apartment units. The setback requirements are met. However, in this case, the height of the building is 50' which required the side setbacks to increase from 10' to 25' and those setbacks are met. Landscaping requirements are met. The site has 166 parking spaces which meets the requirement of the UDO. **Units must be limited to seniors for the parking requirements to be met. If not, the development shall provide additional parking spaces.** Sidewalk will be installed along Simonton Road. NCDOT did not require curb and gutter along Simonton Road. Extra landscape buffer area has been added between the site and Deer Creek Subdivision per the conditional use requirements (see attached conditions/2002). The site will utilize city sewer and water utilities and Energy United electrical.

Previous Council or Relevant Actions: The TRC approved this request at its March 18, 2020 meeting contingent upon approval of stormwater plans. The Planning Board recommended unanimously to approve the site-plan contingent upon approval of stormwater plans, setbacks being labeled on the site plan, 10% active open space calculations being added to the plans, materials and dimensions being added to the elevations, tree protection being added to the grading plan and the stream with stream buffers being added to the plans.

Budget/Funding Implications: The tax value of the land is \$224,630. The estimated value of the completed development is approximately \$17,000,000. Water and sewer service will be provided by the City. Electric service will be provided by Energy United. Possible 161 new residents. Sanitation will be private.

Consequences for Not Acting: Parcel may remain vacant.

Department Recommendation: Since the planning board meeting several corrections stated above have been added to the site plans. Therefore, staff recommends approval of site plan contingent upon approval of the stormwater plans and the stream with stream buffers being added to the plans. Otherwise the plans meet the requirements of the UDO.

Manager Comments: Due to the quasi-judicial nature of this request, I have no recommendation at this time.

Next Steps: If approved, permits would be issued.

Attachments:

1. Aerial Photo
2. Site Plan
3. Landscape Plan
4. Elevations
5. Rezoning Conditions 2002
6. Findings of Fact List





**URBAN
DESIGN
PARTNERS**

191446 Central Ave. • 704.334.1300
191446 Central Ave. • 704.334.1302
info@urbandesignpartners.com
25.024.100.000001



5/20/2020



**PRESSLEY
RESIDENTIAL
GROUP, LLC**

1109 Davis Ave.
Satesville, NC 28677

Cadence Statesville

Site Plan

2344 Simonton Road, Statesville, NC 28625

NO. DATE: BY: REVISIONS:	01 04.21.20 U.P. 2ND TRC SUBMITTAL
02 05.20.20 U.P. PLANNING BOARD SUBMITTAL #1	

Project No: 19-097
Date: 03.17.2020
Designed by: UDP
Drawn By: UDP
Sheet No:

C-3.0

DEVELOPMENT SUMMARY

TAX PARCEL ID #:	4785-23-7198
TOTAL SITE AREA:	10.03 AC
EXISTING ZONING:	CU O-1
SETBACKS:	
FRONT:	40'
SIDE:	25' + 15' FOR BUILDING HEIGHT; 20' + 15' FOR BUILDING HEIGHT; 25'
REAR:	35'
MAX. BUILDING HEIGHT:	35'
PROPOSED BUILDING HEIGHT:	50'
*IN AN O & B-2 DISTRICT OR IN A B-3, B-4 AND B-5 DISTRICT, THE HEIGHT OF A BUILDING MAY EXCEED FIFTY (50) OR SIXTY-FIVE (65) FEET RESPECTIVELY PROVIDED THAT THE SIDE YARD IS INCREASED BY FIVE (5) FEET OR A FRACTION THEREOF FOR EVERY FIVE (5) FEET OF ADDITIONAL HEIGHT.	
PROPOSED USE:	ELDERLY MULTIFAMILY RESIDENTIAL (161 UNITS)
VEHICULAR PARKING:	161 (1 PER UNIT)
REQUIRED:	166
PROPOSED:	
ACCESSIBLE VEHICULAR PARKING:	6 SPACES (1 VAN ACCESSIBLE)
REQUIRED:	6 SPACES (1 VAN ACCESSIBLE)
PROPOSED:	

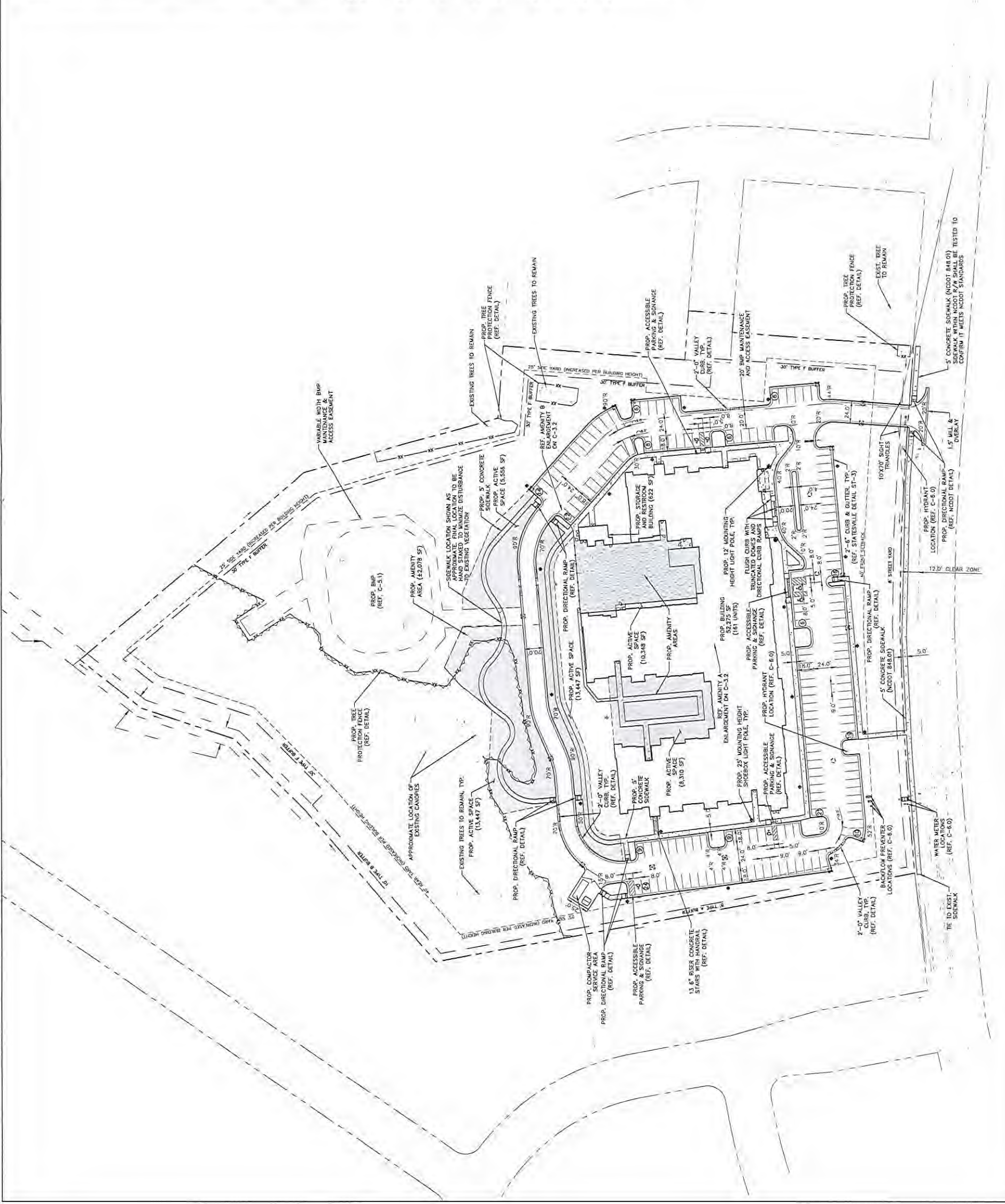
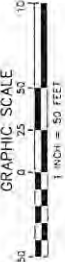
- NOTES:**
- BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY: 2344 SIMONTON ROAD, NC 28625 STATESVILLE, NC 28625 (704) 872-0212
 - SEE ARCHITECTURAL PLANS FOR BUILDING FOOTPRINT DIMENSIONS PROVIDED BY: 1814 CAUCHEN ROAD, SUITE 250 CHARLOTTE, NC 28203 (704) 784-2526
 - CONTACT THE UTILITY COMPANY TO RELOCATE ANY EXISTING UTILITY IMPROVEMENTS UNDER THE SCOPE OF THIS PROJECT MUST BE RELOCATED AT THE EXPENSE OF THE APPLICANT.
 - ALL DEVELOPMENT CREATING A TOTAL 20,000 SQUARE FEET OF IMPERVIOUS AREA SINCE SEPTEMBER 1979 WILL REQUIRE STORM DRAINAGE DETENTION.
 - TREES WITHIN THE STREET RIGHT-OF-WAY ARE PROTECTED BY LAW. TREES WITHIN THE 25' SIDE YARD (INCREASED PER BUILDING HEIGHT) OVER 8-INCHES IN DIAMETER (4.5-FT ABOVE GROUND) IN SETBACK AREA ARE PROTECTED BY LAW. PERMIT REQUIRED FOR REMOVAL BY CITY ENGINEERING.
 - TRASH SERVICE FOR THE SITE WILL BE CONTRACTED THROUGH A PRIVATE COLLECTION COMPANY. COORDINATION FOR SERVICE IS THE RESPONSIBILITY OF THE APPLICANT.
 - DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 - LOCATIONS OF SITE LIGHTING ARE APPROXIMATE. THE FINAL NUMBER AND LOCATIONS OF LIGHTS SHALL BE DETERMINED BY THE OWNER AND DUE ENERGY.
 - ALL UTILITIES WILL BE UNDERGROUND.

LEGEND

ACTIVE SPACE
REQUIRED: 10% OF SITE (43,681 SF)
PROPOSED: 10% OF SITE (45,819 SF)



**BEFORE YOU DIG
CALL 811 OR 1-800-832-4949
N.C. ONE-CALL CENTER
IT'S THE LAW**





**URBAN
DESIGN
PARTNERS**

1318-98 Central Ave. # 704-334-3303
1318-98 Central Ave. # 704-334-3303
1318-98 Central Ave. # 704-334-3303
1318-98 Central Ave. # 704-334-3303
1318-98 Central Ave. # 704-334-3303



4/21/2020

Pressly Residential Group, LLC
David Pressly
1109 Davis Ave.
Statesville, NC 28677

Cadence Statesville Landscape Plan

2344 Stomton Road, Statesville, NC 28625

NO. DATE: 04.21.20 UDP AND TRC SUBMITTAL
BY: REVISIONS:

Project No: 19-097
Date: 03.17.2020
Designed by: UDP
Drawn By: UDP
Sheet No:

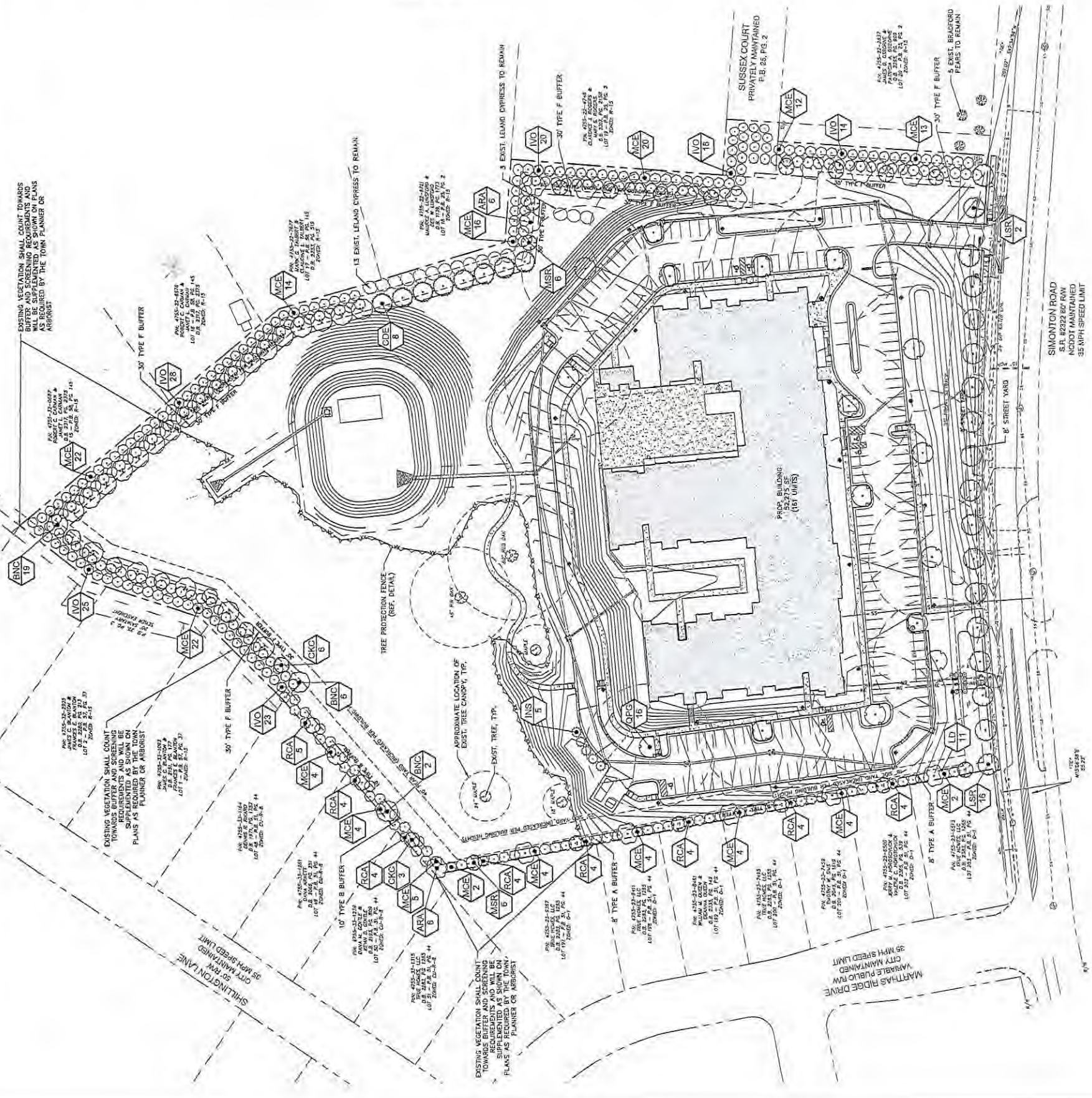
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PLANT LEGEND

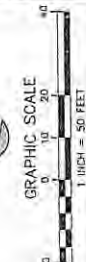
TREES	CODE	BOTANICAL / COMMON NAME
	APA	ACER RUBRUM / AUTUMN BLAZE / AUTUMN BLAZE RED MAPLE
	BNC	BETULA NIGRA "DULLY" TM / HERITAGE BIRCH
	CDE	CEDRUS DEODARA / DEODAR CEDAR
	CRK	CORNUS KOUSA / CHEROKEE PRINCESS / CHEROKEE PRINCESS DOGWOOD
	LSR	LIQUIDAMBAR STYRACIFLUA "ROTUNDILOBA" TM / ROUND-LOBED SWEET GUM
	MSR	MAGNOLIA STELLATA "ROYAL STAR" / ROYAL STAR MAGNOLIA
	QDF	QUERCUS PHELLOS "GREENEVY" TM / KINGPIN WILLOW OAK
SHRUBS	CODE	BOTANICAL / COMMON NAME
	IWO	ILEX VOMITORIA / VAUPON HOLLY
	INS	ILEX "NELLER, STEVENS" / NELLER STEVENS HOLLY
	LD	LOROPETALUM CHINENSE RUBRUM "RUBY" / DWARF RUBY FRINGE FLOWER
	MCE	MYRTICA CERIFERA / WAX MYRTLE
	RCA	RHODDODENDRON CALENDULACEUM / FLAME AZALEA

LANDSCAPE REQUIREMENTS:
 BUFFERE AND SCREENING:
 ALL PARKING SPACES, DUMPSTERS, AND RECYCLING CONTAINERS MUST BE SCREENED FROM PUBLIC RIGHTS OF WAY AND ADJACENT PROPERTIES.
 *EXISTING VEGETATION SHALL COUNT TOWARDS BUFFER AND SCREENING REQUIREMENTS AND WILL BE SUPPLEMENTED AS SHOWN ON PLANS AS REQUIRED BY THE TOWN PLANNER OR ARBORIST.

- TYPE "A" BUFFER:**
 40 POINTS PER 100 LINEAR FEET
 (353.4 LF / 100 LF) = 3.54 ORNAMENTAL TREES REQ'D = 6 ORNAMENTAL TREES REQ'D
- TYPE "B" BUFFER:**
 5 SHADE TREES PROVIDED
 5(12 POINTS) = 60 POINTS PROVIDED
- TYPE "C" BUFFER:**
 6 ORNAMENTAL TREES PROVIDED
 6(6 POINTS) = 36 POINTS PROVIDED
- TYPE "D" BUFFER:**
 40 LARGE SHRUBS PROVIDED
 40(3 POINTS) = 120 POINTS PROVIDED
- TOTAL POINTS PROVIDED: 216 POINTS**
- TYPE "E" BUFFER:**
 100 POINTS PER 100 LINEAR FEET
 (219.9 LF / 100 LF) = 2.2 SHADE TREES REQ'D = 3 SHADE TREES REQ'D
- TYPE "F" BUFFER:**
 1 SHADE TREE PER 100 FEET
 (219.9 LF / 100 LF) = 2.2 SHADE TREES REQ'D = 3 SHADE TREES REQ'D
- TYPE "G" BUFFER:**
 1 ORNAMENTAL TREE PER 100 FEET
 (219.9 LF / 100 LF) = 2.2 ORNAMENTAL TREES REQ'D = 3 ORNAMENTAL TREES REQ'D
- TYPE "H" BUFFER:**
 3 SHADE TREES PROVIDED
 3(12 POINTS) = 36 POINTS PROVIDED
- TYPE "I" BUFFER:**
 3 ORNAMENTAL TREES PROVIDED
 3(6 POINTS) = 18 POINTS PROVIDED
- TYPE "J" BUFFER:**
 26 LARGE SHRUBS PROVIDED
 26(3 POINTS) = 78 POINTS PROVIDED
- TOTAL POINTS PROVIDED: 132 POINTS**
- TYPE "K" BUFFER:**
 100 POINTS PER 100 LINEAR FEET
 (1454.1 LF / 100 LF) = 1.4541 POINTS REQ'D = 1.4541 POINTS REQ'D
- TYPE "L" BUFFER:**
 1 SHADE TREE PER 100 FEET
 (1454.1 LF / 100 LF) = 1.4541 SHADE TREES REQ'D = 3 SHADE TREES REQ'D
- TYPE "M" BUFFER:**
 1 ORNAMENTAL TREE PER 100 FEET
 (1454.1 LF / 100 LF) = 1.4541 ORNAMENTAL TREES REQ'D = 2 ORNAMENTAL TREES REQ'D
- TYPE "N" BUFFER:**
 44 SHADE TREES PROVIDED
 44(12 POINTS) = 528 POINTS PROVIDED
- TYPE "O" BUFFER:**
 35 ORNAMENTAL TREES PROVIDED (13 EXISTING TREES)
 35(6 POINTS) = 180 POINTS PROVIDED
- TYPE "P" BUFFER:**
 249 LARGE SHRUBS PROVIDED (143 EXISTING TREES)
 249(3 POINTS) = 747 POINTS PROVIDED
- TOTAL POINTS PROVIDED: 1,439 POINTS**
- TYPE "Q" BUFFER:**
 36 POINTS PER 100 LINEAR FEET
 (353.4 LF / 100 LF) = 3.534 POINTS REQ'D = 21.74 POINTS REQ'D
- TYPE "R" BUFFER:**
 3 SHADE TREES PER 100 FEET
 (353.4 LF / 100 LF) = 3.534 SHADE TREES REQ'D = 18 SHADE TREES REQ'D
- TYPE "S" BUFFER:**
 18 SHADE TREES PROVIDED
 18(12 POINTS) = 216 POINTS PROVIDED
- TOTAL POINTS PROVIDED: 216 POINTS**



BEFORE YOU DIG
CALL 811
OR 800-832-8348
N.C. ONE CALL CENTER
IT'S THE LAW!

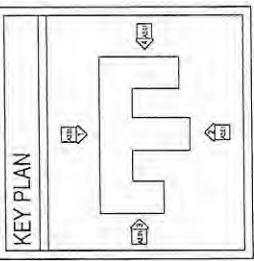


INTERNAL TREES:
 ALL NEW PARKING SPACES MUST BE WITHIN 80 FEET OF THE TRUNK OF A TREE.
 1 SHADE TREE OR 2 ORNAMENTAL TREES PER 12 PARKING SPACES REQ'D
 160 PARKING SPACES / 12 = 13.33 SHADE TREES REQ'D
 13 POINTS REQ'D PER 13 PARKING SPACES
 160 PARKING SPACES = 160 POINTS REQ'D

SIMONTON ROAD
 S.R. #2322 80' ROW
 NCDDOT MAINTAINED
 35 MPH SPEED LIMIT

MARTHA'S RIDGE DRIVE
 VARIABLE PUBLIC ROW
 CITY MAINTAINED
 35 MPH SPEED LIMIT

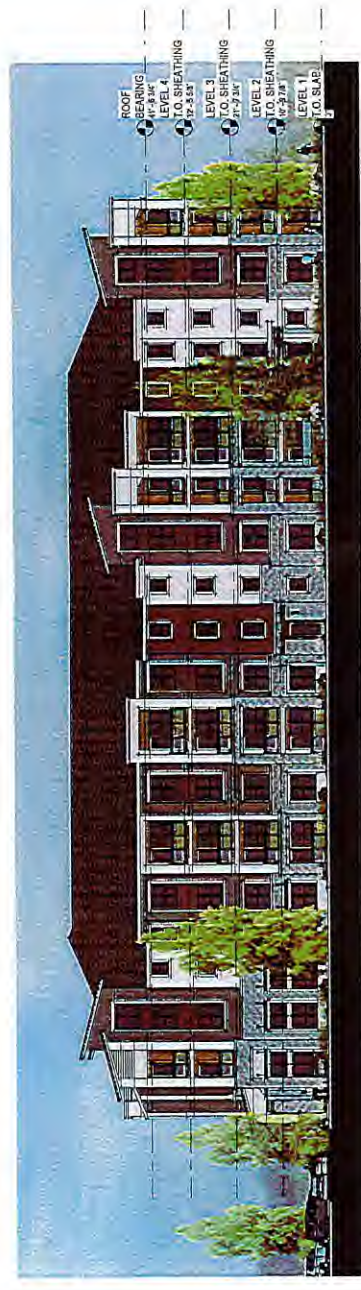
ISSUE DATE: 01.31.2020
 PROJECT: CADENCE
 SHEET: A2.01



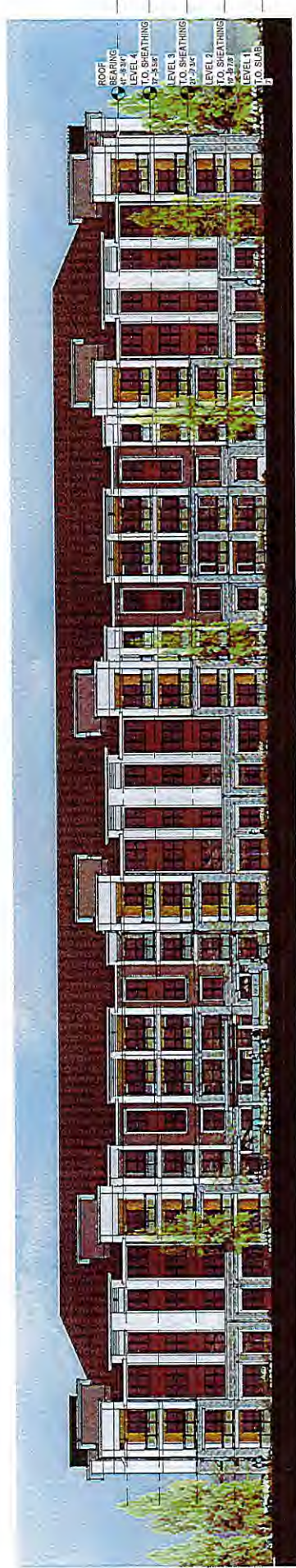
- ELEVATIONS NOTES**
1. PROVIDE DRIP CAP FLASHING AT ALL WINDOW & DOOR HEADS.
 2. PROVIDE FLOOR FLASHING & SCHEDULES FOR DOOR AND WINDOW SITES AND LOCATIONS.
 3. PROVIDE FLASHING AT ALL ROOF PENETRATIONS. PROVIDE THE POSITIONING OF WATER INTO THE EXTERIOR SHELL OF THE BUILDING.
 4. SLOPE FLASHING UP TO INSULATION AND DOWN TO EXTERIOR FINISHES. PROVIDE SCHEDULES FOR ALL FLASHING.
 5. SEE SPECIFICATIONS, GENERAL NOTES AND DETAILS FOR WINDOW AND DOOR SCHEDULES AND DETAILS.
 6. WINDOW SCHEDULES TO PROVIDE TYPICAL WINDOW SCHEDULES AS REQUIRED FOR THE PROJECT.
 7. PROVIDE WINDOW SCHEDULES FOR ALL WINDOW TYPES AND LOCATIONS.
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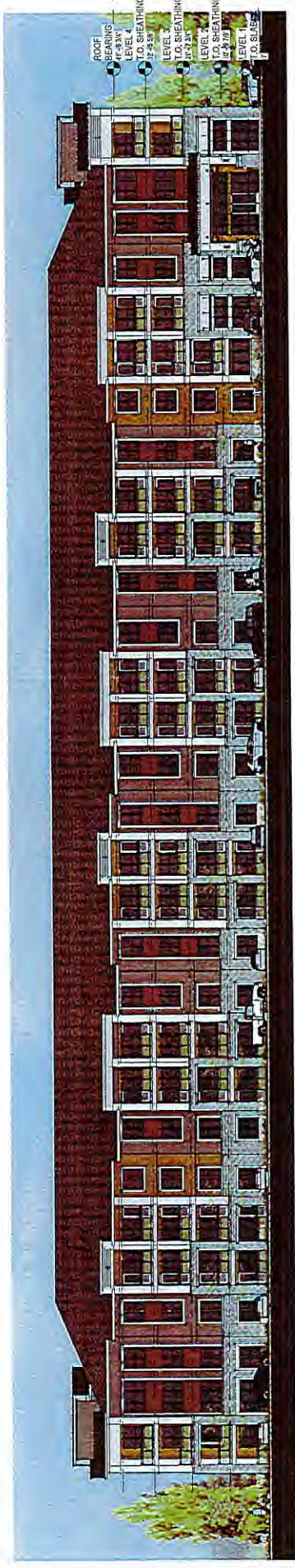
1 OVERALL NORTH EAST ELEVATION
 1/16" = 1'-0"



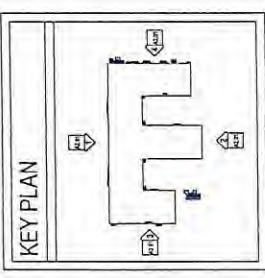
2 OVERALL SOUTH WEST ELEVATION
 1/16" = 1'-0"



3 OVERALL SOUTH EAST ELEVATION
 1/16" = 1'-0"



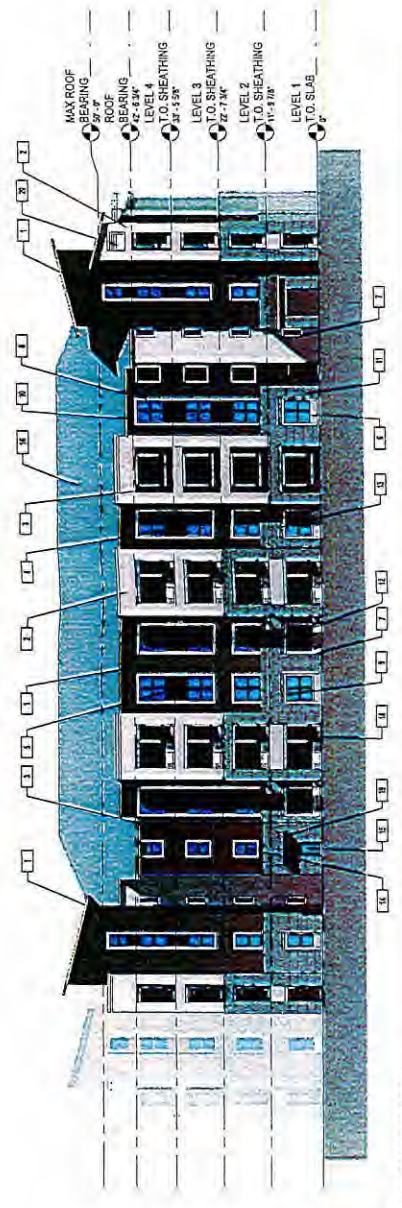
4 OVERALL NORTH WEST ELEVATION
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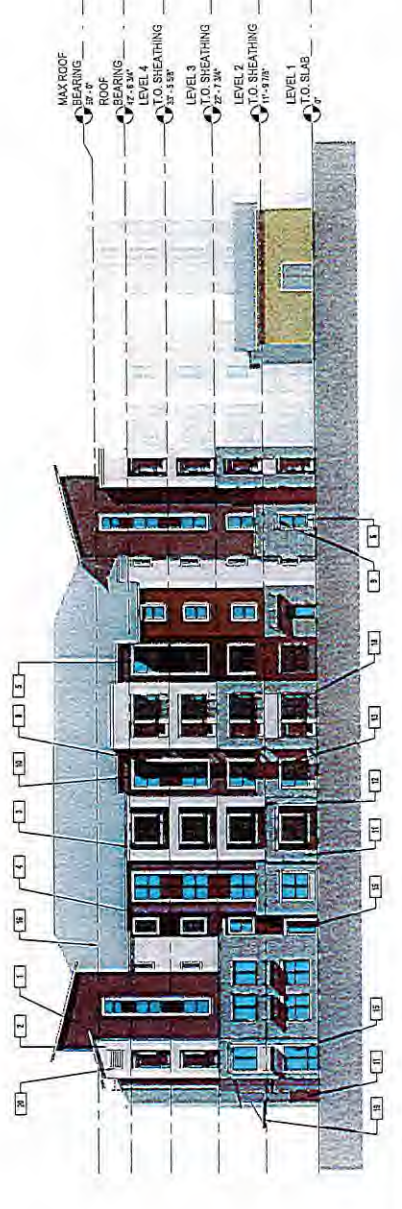
- ### ELEVATIONS NOTES
1. PROVIDE CRIP GAP FLASHING AT ALL WINDOW & DOOR HEADS.
 2. REFER TO ALL OTHER FINISH SCHEDULES FOR DOOR AND WINDOW FINISHES.
 3. PROVIDE FLASHING AS REQUIRED TO PREVENT THE PENETRATION OF WATER INTO THE EXTERIOR SHELL OF THE BUILDING.
 4. ACCESSIBLE RAMPERS: ALL RAMP FINISHED GRADING & RAMP SURFING SHALL BE CONFORMANT WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REQUIREMENTS. ALL RAMP FINISHES SHALL BE CONFORMANT WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REQUIREMENTS. PROVIDE 2" MINIMUM SLOPE TO DRAINAGE.
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FINISH SCHEDULE

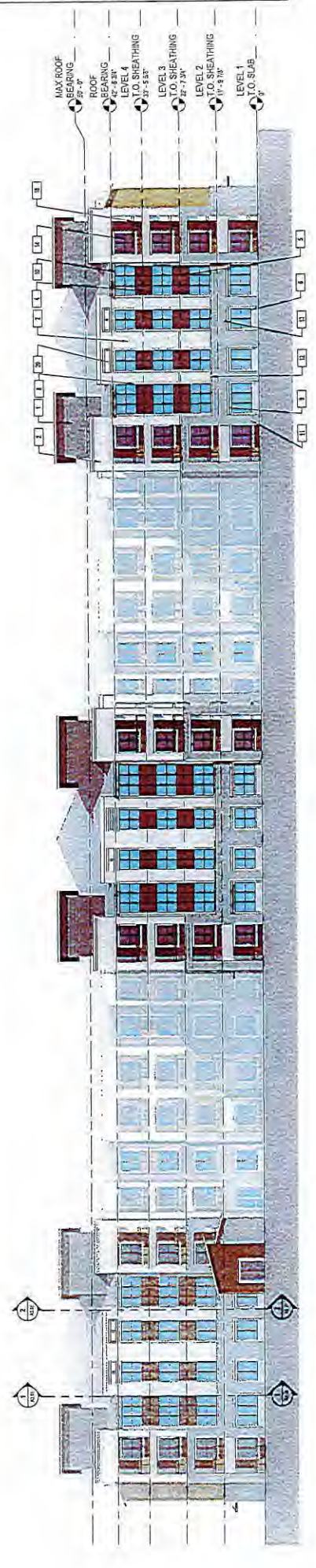
NO.	MATERIAL
1	FIBER CEMENT LAP SIDING - "DARK GRAY"
2	FIBER CEMENT PANEL - "LIGHT GRAY"
3	FIBER CEMENT PANEL - "DARK GRAY"
4	FIBER CEMENT TRIM - "DARK GRAY"
5	FIBER CEMENT TRIM - "DARK GRAY"
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25	FIBER CEMENT TRIM - "DARK GRAY"



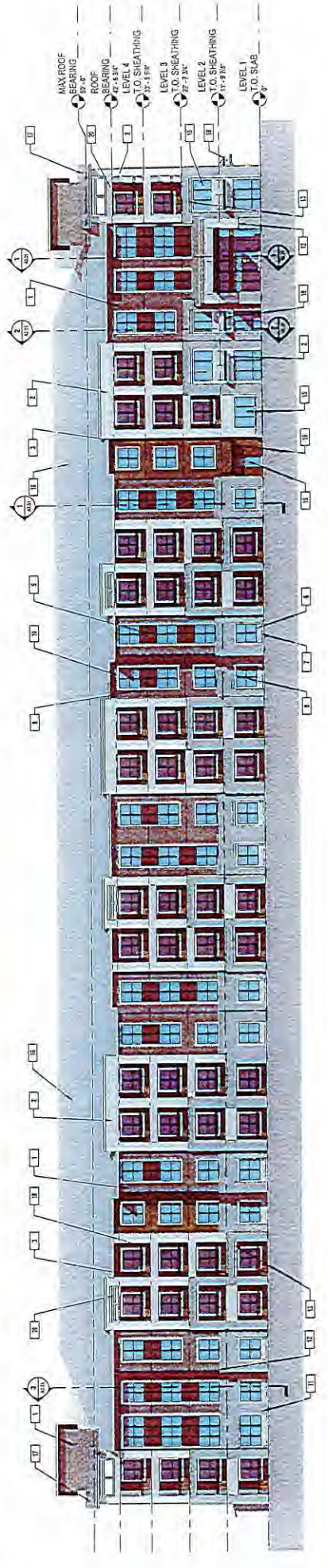
4 OVERALL PLAN EAST ELEVATION
 1/8" = 1'-0"



3 OVERALL PLAN WEST ELEVATION
 1/8" = 1'-0"

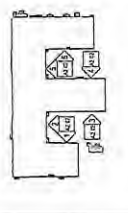


2 OVERALL PLAN SOUTH ELEVATION
 1/8" = 1'-0"



1 OVERALL PLAN NORTH ELEVATION
 1/8" = 1'-0"

KEY PLAN

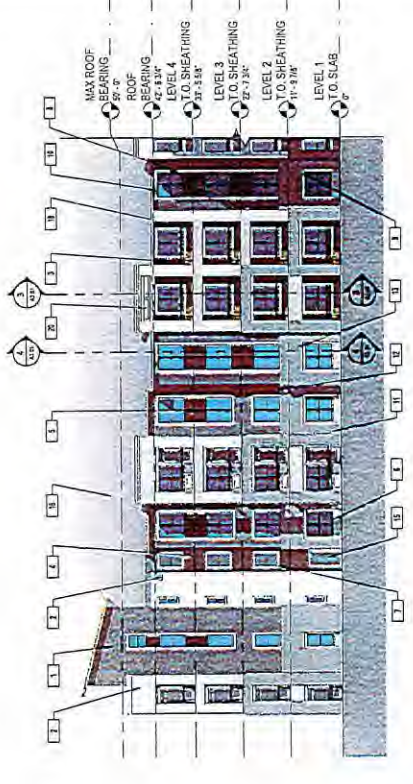


ELEVATIONS NOTES

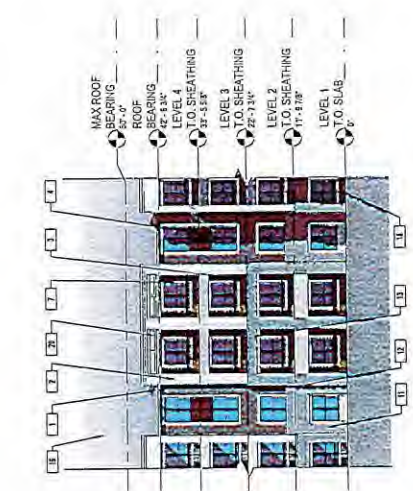
1. PROVIDE DRIP CAPS UNDER ALL WINDOW DOORS.
2. REFER TO FLOOR PLANS & SPECIFICATIONS FOR DOOR AND WINDOW SIZES AND LOCATIONS.
3. PROVIDE FLASHING AND DRAINAGE TO PREVENT THE PENETRATION OF WATER INTO THE EXTERIOR SHELL OF THE BUILDING.
4. ACCESSIBLE ROUTES - ADJUST FINISHED GRADING & SLOPE WALKWAYS UP TO PUNCH DRAWINGS AT ALL ACCESSIBLE ROUTES.
5. SEE SPECIFICATIONS, GENERAL NOTES AND DETAILS FOR WINDOW SIZES, MATERIALS, FINISHES, AND DETAILS.
6. WINDOW APERTURES TO PROVIDE TRAP PIPING TO PREVENT OF BACKFLOW THAT OCCURS ABOVE THE THIRD FLOOR.
7. PROVIDE A MINIMUM 1/4" CLEARANCE BETWEEN WINDOW BRACKETS AND BRACKETS BELOW IN BOTH APERTURE AND PROJECTION FROM STUD WALL. FOR ROOF FOLD WALLS PROVIDE A MINIMUM 1/4" CLEARANCE AND TRIMMER WITH UP CORNER AT ALL WINDOW CORNERS AND TRIMMER WITH UP CORNER AT ALL WINDOW CORNERS.
8. CONTROL JOINTS SHOULD OCCUR AT BRACKETS CORNER JOINTS AND WINDOW CORNERS.
9. PROVIDE A MINIMUM 1/4" CLEARANCE BETWEEN WINDOW BRACKETS AND BRACKETS BELOW IN BOTH APERTURE AND PROJECTION FROM STUD WALL. FOR ROOF FOLD WALLS PROVIDE A MINIMUM 1/4" CLEARANCE AND TRIMMER WITH UP CORNER AT ALL WINDOW CORNERS AND TRIMMER WITH UP CORNER AT ALL WINDOW CORNERS.
10. PROVIDE A MINIMUM 1/4" CLEARANCE BETWEEN WINDOW BRACKETS AND BRACKETS BELOW IN BOTH APERTURE AND PROJECTION FROM STUD WALL. FOR ROOF FOLD WALLS PROVIDE A MINIMUM 1/4" CLEARANCE AND TRIMMER WITH UP CORNER AT ALL WINDOW CORNERS AND TRIMMER WITH UP CORNER AT ALL WINDOW CORNERS.
11. PROVIDE 1/4" JOINT SPACE WITH BRACKETS INTERFACES AT ALL WINDOW CORNERS AND TRIMMER WITH UP CORNER AT ALL WINDOW CORNERS.
12. BRACKETS SHOULD BE COORDINATED AND ALIGNED VERTICALLY AND HORIZONTALLY ALL OTHERS AND PROVIDE A MINIMUM 1/4" CLEARANCE BETWEEN WINDOW BRACKETS AND BRACKETS BELOW IN BOTH APERTURE AND PROJECTION FROM STUD WALL. FOR ROOF FOLD WALLS PROVIDE A MINIMUM 1/4" CLEARANCE AND TRIMMER WITH UP CORNER AT ALL WINDOW CORNERS AND TRIMMER WITH UP CORNER AT ALL WINDOW CORNERS.
13. CONFIRM EXISTING BRACKET LOCATIONS WITH THE ARCHITECTURAL AND STRUCTURAL ENGINEER. PROVIDE COORDINATE EXTERIOR FINISH INSTALLATION WITH SOURCE AS NECESSARY.

FINISH SCHEDULE

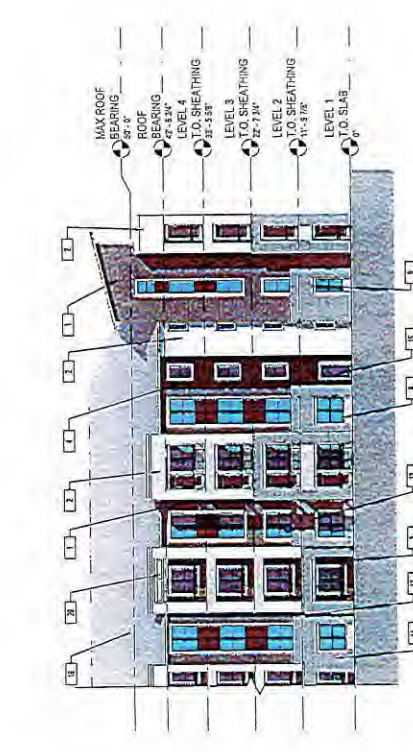
TAB	FINISH
1	UNPAINTED
2	EXTERIOR WALLS - BRICK
3	EXTERIOR WALLS - BRICK
4	EXTERIOR WALLS - BRICK
5	EXTERIOR WALLS - BRICK
6	EXTERIOR WALLS - BRICK
7	EXTERIOR WALLS - BRICK
8	EXTERIOR WALLS - BRICK
9	EXTERIOR WALLS - BRICK
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20	EXTERIOR WALLS - BRICK



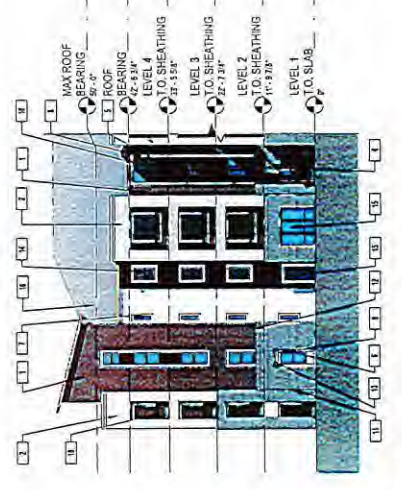
4 OVERALL PLAN EAST ELEVATION - PASSIVE COURTYARD



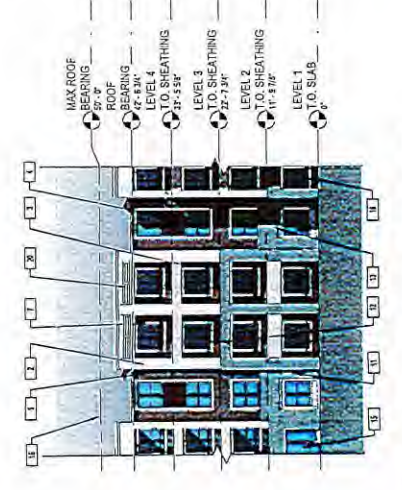
5 OVERALL PLAN SOUTH ELEVATION - PASSIVE COURTYARD



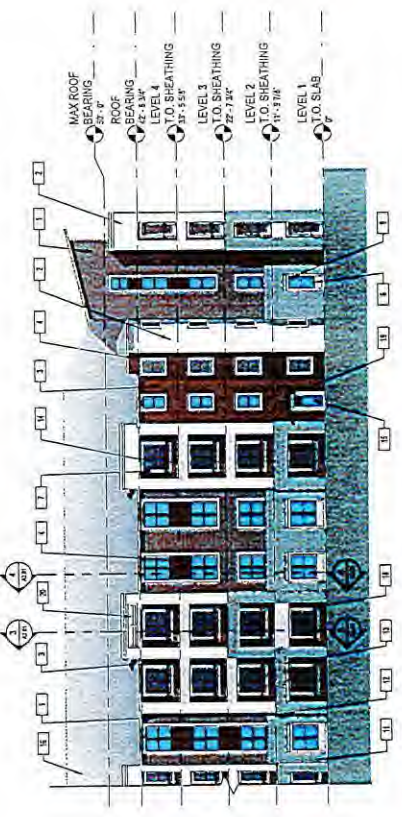
6 OVERALL PLAN WEST ELEVATION - PASSIVE COURTYARD



1 OVERALL PLAN EAST ELEVATION - ACTIVE COURTYARD



2 OVERALL PLAN SOUTH ELEVATION - ACTIVE COURTYARD



3 OVERALL PLAN WEST ELEVATION - ACTIVE COURTYARD

VICINITY MAP

NO SCALE



Suite
Phone: (704) 895-0556

SITE NOTES:

- * SITE PIN#: PORTION OF 4755-33-8780 DEED REF. 1605/187.
- * SITE SIZE: 5.40 ACRES NET OF SIMONTON RD. & MARTHA'S RIDGE RW.
- * SITE ZONING: CU-0&1-1 (OFFICE SINGLE LOT DISTRICT). SEE ZONING NOTES.
- * THE EASTERN EDGE OF THIS SITE IS TRAVERSED BY AN INTERMITTENT STREAM PER USGS 7.5 MINUTE SERIES MAP-STATESVILLE EAST, NC. STORM WATER EASEMENTS ARE PROVIDED 20' OF CENTERLINE OF THE STREAM PER SECT. 21-37.2 OF THE SUBDIVISION ORDINANCE.
- * THIS PROPERTY DOES NOT LIE IN A SPECIAL FLOOD HAZARD ZONE PER FIRM PANEL #370135 0001A DATED 9/28/79.
- * TOPOGRAPHIC INFORMATION PROVIDED BY AERODYNAMICS, CHARLOTTE, NC
- * BOUNDARY SURVEY INFORMATION PROVIDED BY PIEDMONT DESIGN ASSOC. PA. SURVEY DATED 9/13/2002.
- * EXISTING CONDITIONS SHOWN ON P-2

ZONING NOTES PER CONDITIONAL PLAN APPROVAL 2002:

- * PROJECT TO BE DEVELOPED UNDER SECT. 70.10, ARCHITECTURALLY INTEGRATED CLUSTER SUBDIVISION WHICH ALLOWS SINGLE AND MULTI-FAMILY LOTS WITHOUT REGARD TO MINIMUM LOT SIZE, LOT WIDTH OR SETBACKS AS LONG AS THE PROJECT DENSITY DOES NOT EXCEED THE DENSITY ALLOWED BY THE UNDERLYING ZONING.
- * 30' BUFFER ALONG COMMON PROPERTY LINES WITH DEER CREEK SUBDIVISION.
- * MINIMUM SF PER DWELLING UNIT FOR O-1 DISTRICT = 5,000 SF
- * MAXIMUM DWELLING UNITS FOR PHASE 3 = 47
- * SIDE AND REAR SETBACKS ALONG TRACTS NOT INCLUDED IN THIS SUBDIVISION SHALL ADHERE TO THE UNDERLYING ZONING. A FIVE FOOT REDUCTION IN THE REAR SETBACK IS PERMITTED WITH THE INSTALLATION OF AN OPAQUE SCREENING.
- * EACH LOT MUST BE SUFFICIENT TO SUPPORT THE STRUCTURES INTENDED TO BE LOCATED ON IT.
- * SINGLE FAMILY DETACHED DWELLINGS SHALL HAVE A MINIMUM 10' SEPARATION AND MEET SECT. 70.10.6 WHICH ADDRESSES ZERO LOT LINE DWELLINGS.
- * CU APPROVED RESIDENTIAL SETBACKS: SEE LOT 3 FOR TYPICALS.
FRONT = 20'
SIDE = 5'
STREET SIDE = 10'
REAR = 20'
MINIMUM LOT WIDTH = 40' FOR SINGLE FAMILY DETACHED DWELLING LOTS;
0' FOR SINGLE FAMILY ATTACHED UNITS.
- * LOT SIZE REDUCTIONS COMPARED TO SECT. 60.1.1 (O&1-1 MIN LOT SIZE = 5,000 SF) TO BE SET ASIDE FOR OPEN SPACE AS DEFINED IN SECT. 70.9.1. BUFFERS ALONG NEIGHBORING SUBDIVISIONS AS SHOWN ON THIS DRAWING ARE TO BE INCLUDED IN ANY OPEN SPACE REQUIREMENT. CALCULATIONS SHOWN UNDER DEVELOPMENT NOTES.
- * A MINIMUM LOT FRONTAGE EXEMPTION WAS APPROVED IN THE CONDITIONAL ZONING REDUCING LOT FRONTAGE MINIMUM FROM 37.5 PER SECT. 23.38.2 OF THE SUBDIVISION REGULATIONS TO 35'. SIDE SETBACKS AS APPROVED ARE SUBJECT TO CONSIDERATION OF ARCHITECTURAL FEATURES OF SELECTED BUILDINGS AS INDIVIDUALLY PERMITTED FOR CONSTRUCTION.
- * LOTS MAY BE COMBINED SO LONG AS THE TOTAL NUMBER OF RESIDENTIAL LOTS PERMITTED IN THIS PHASE IS NOT INCREASED.
- * ALL INFRASTRUCTURE TO BE CONSTRUCTED TO CITY OF STATESVILLE STDS AND DEDICATED UPON COMPLETION AND ACCEPTANCE BY THE CITY OF STATESVILLE.
- * 10' UTILITY EASEMENTS ARE PROVIDED ALONG ALL FRONT AND REAR LOT LINES OF PROPOSED LOTS, AND A 5' UTILITY EASEMENT ALONG ALL SIDE LOT LINES OF PROPOSED LOTS PER SECT. 21-37 OF THE SUBDIVISION CODE.
- * STORM WATER, SANITARY SEWER AND WATER DISTRIBUTION LAYOUTS SHOWN ON P-3 ARE CONCEPTUAL IN NATURE AND FOR PLANNING PURPOSES ONLY. FINAL LAYOUT AND DESIGN INFORMATION WILL BE PROVIDED ON APPROVED ENGINEERED DRAWINGS.
- * BUILDERS WITHIN THIS SUBDIVISION WILL ADDRESS COMPLIANCE WITH SECT. 30.6 LANDSCAPE STANDARDS OF THE STATESVILLE ZONING ORDINANCE. IN PARTICULAR, ATTENTION SHOULD BE GIVEN TO SECT. 30.6.10 LANDSCAPING IN BUFFER YARDS AND SECT. 30.6.11 LANDSCAPING IN STREET YARDS ALONG WITH THEIR ASSOCIATED TABLES.

DEVELOPMENT NOTES:

- * SITE SIZE = 5.45 ACRES
- * MAXIMUM PROPOSED LOTS = 20
- * AVERAGE LOT SIZE = SEE TABLE BELOW
- * TOTAL REDUCTION IN LOT SIZE = 0.00 SF
- * COMMON OPEN SPACE LOTS: NONE
- * TOTAL OPEN SPACE PROVIDED = NONE
- * BUFFERS AND ACCESS PATHS = NONE
- * ENTRY OPEN SPACE: N/A
- * ROAD AND STREAMSIDE PARKS = NONE
- * TOTAL NEW STREETS TO BE ADDED TO THE SYSTEM = 418 LF
SARAH LAURA LN ONLY.
- * AREA IN PROPOSED RW = 0.46 ACRE

PREPARED FOR:

EVERETT F. JACOBUS, JR.

P.O. BOX 99
DAVIDSON, NC 28036
704-895-0556

MIM SUBDIVISION PLAN
MARTHA'S RIDGE PHASE 3
SIMONTON RD.
STATESVILLE, NC

*Findings of fact

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.

The use meets all required conditions and specifications.

The use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity.

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.

CITY COUNCIL ACTION REQUEST

TO: Mayor & City Council
FROM: Ron Smith, City Manager
DATE: May 20, 2020

ACTION NEEDED ON: June 15, 2020
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving first reading of an ordinance to amend the Rules of Procedure for City Council.

Summary of Information: The City Council has an antiquated set of Rules of Procedure that relies heavily on Robert's Rules of Order. The City Attorney has developed an amended set of rules that incorporates changes such as the calling of an emergency meeting and provisions for electronic/virtual meetings.

Previous Council or Relevant Actions: The Rules have not been amended in many years. Council has requested that we review and suggest changes.

Budget/Funding Implications: N/A

Consequences for Not Acting: We utilize the existing rules, which have caused confusion in the past and do not include provisions for electronic meetings.

Department Recommendation:

Manager Comments: Recommend for approval, with any edits the Council feels are necessary.

Next Steps: Second reading will be held on July 20, 2020 and then utilization of the amended Rules of Procedure.

Attachments:

1. Amended Rules of Procedure
2. Ordinance

DIVISION 1. -- GENERALLY

Sec. 2-16. - Oath of office

Before entering upon the duties of their respective offices, the Mayor and the City Council shall take and subscribe the oath required by state law. The oath of office may be administered by any person so authorized by state law.

(Code 1959, § 2-2)

Sec. 2-17. --~~Duties of Mayor.~~ Mayor.

(a) It shall be the duty of the Mayor to:

- (1) Keep himself informed as to the city's business;
- (2) Preside over the meetings of the Council when he is present;
- (3) Sign all contracts, franchises or paper writings authorized by the Council;
- (4) Make such recommendations as he deems necessary or expedient to the Council;
and
- (5) Appoint all special committees.

(b) Powers as Presiding Officer. As presiding officer, the Mayor is to enforce these rules and maintain order and decorum during Council meetings. To that end, the Mayor may:

- (1) Rule on points of parliamentary procedure, to include ruling out of order any motion clearly offered for obstructive or dilatory purposes;
- (2) Determine whether a member or other speaker has gone beyond reasonable standards of courtesy in his or her remarks and entertain and rule on objections from other members on this ground;
- (3) Entertain and answer questions of parliamentary procedure;
- (4) Call a brief recess at any time; and
- (5) Adjourn in an emergency.

(Code 1959, § 2-7)

State Law Reference -- General powers of Mayor, G.S. §§ 160A-67, 160A-69

Sec. 2-18. -- Regular Meetings ~~The Mayor Pro Tempore~~

~~The regular meeting of the city council shall be at 7:00 p.m. in the city council chambers at city hall on each Monday of the first and third weeks of each calendar month. The city council may cancel any regular meeting or may postpone any regular meeting to another date; additionally, any regular meeting for which there is no agenda shall be deemed canceled.~~

(a) Presiding in Mayor's Absence. When present, the Mayor Pro Tempore shall preside over Council meetings in the Mayor's absence with all powers specified in Sec. 2-17 (b).

(b) Delegation of Mayor's Duties. In the Mayor's absence, the Council may confer on the Mayor Pro Tempore any of the Mayor's powers and duties. Likewise, if the Mayor becomes physically or mentally unable to perform the duties of his or her office, the Council may by unanimous vote, declare the Mayor incapacitated and confer any of the Mayor's powers and duties on the Mayor Pro Tempore. When the Mayor announces that he or she is no longer incapacitated, and a majority of the Council concurs, the Mayor shall resume the exercise of his or her powers and duties.

(c) Duty to Vote. Even when presiding over a Council meeting, the Mayor Pro Tempore has the same duty as other members to vote on all questions unless he or she has been excused from voting on a matter.

Sec. 2-19 -- Official minutes; record of votes. — Regular meetings.

~~The City Clerk shall keep a book to be styled the "Minute Book" in which he shall preserve the official minutes of the City Council proceedings. The minute book shall be open to the inspection of the public. The results of each vote of the Council shall be recorded in the minutes, and upon request of any member of the Council, the ayes and nays upon any question shall be taken.~~

(a) The regular meeting of the City Council shall be at 7:00 p.m. in the City Council Chambers at City Hall on each Monday of the first and third weeks of each calendar month. The City Council may cancel any regular meeting or may postpone any regular meeting to another date; additionally, any regular meeting for which there is no agenda shall be deemed canceled.

(b) Notwithstanding paragraph (a) of this rule, the City Council may amend its regular meeting schedule to add or delete meetings or to change the date, time, or location of one or more meetings on the schedule. The amended schedule shall be filed with the City Clerk at least seven (7) calendar days before the day of the first meeting held pursuant to the revised schedule and posted on the City's website.

(Code 1959, § 2-18; Ord. No. 5-09, 3-3-09)

State Law reference -- Meetings generally, G.S. § 160A-71; notice of meetings, G.S. § 143-318.12.

Sec. 2-20.- Emergency Meetings

(a) Grounds for Emergency Meeting. Emergency meetings of the City Council may be called only to address generally unexpected circumstances demanding the Council's immediate attention.

(b) Calling Emergency Meetings. There are two methods by which an emergency meeting of the Council may be called:

(1) The Mayor, the Mayor Pro Tempore, or any two members of the Council may at any time call an emergency Council meeting by signing a written notice stating the date, time, and place of the meeting and the subjects to be considered. The notice shall be delivered to the Mayor and each Council Member or left at his or her usual dwelling place at least six hours before the meeting.

(2) An emergency meeting may be held when the Mayor and all members of the Council are present and consent thereto, or when any absent member has signed a written waiver of notice.

(c) Notice to Media of Emergency Meetings. Notice of an emergency meeting shall be given to each local newspaper, local wire service, local radio station, and local television station that has filed a written request with the City Clerk for notice of emergency meetings. To be valid, the request must include the newspapers, wire services, or station's telephone numbers. Notice must be provided immediately after Council Members have been notified and at the expense of the party notified.

(d) Transaction of Other Business Prohibited. Only the business connected with the emergency may be considered at an emergency meeting.

~~(Code 1959, § 2-19)~~

State Law reference -- ~~Similar provisions, G.S. § 160A-72.~~ Meetings generally, G.S. § 160A-71; notice of meetings, G.S. § 143-318.12.

Sec. 2-21. - Special meetings

(a) Calling Special Meetings. A special meeting of the Council may be called by the Mayor, the Mayor Pro Tempore, or any two Council Members. A special meeting may also be called by vote of the Council in open session during a regular meeting or another duly called special meeting.

(b) Notice to the Public. At least forty-eight hours before a special meeting of the Council, notice of the date, time, place, and purpose of the meeting shall be (1) posted on the Council's principal bulletin board of, if the Council has no such board, at the door of the Council's usual meeting room and (2) delivered, e-mailed, or mailed to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the City Clerk. Furthermore, if the Council has a website maintained by at least one city employee, notice of the special meeting's date, time, place, and purpose shall be posted on the website in advance of the meeting.

(c) Notice to Members.

(1) *Meeting called by the Mayor, the Mayor Pro Tempore, or any two Council Members.* At least forty-eight hours before a special meeting called by the Mayor, the Mayor Pro Tempore, or any two Council Members, written notice of the meeting stating its date, time, and place, as well as the subjects to be considered, shall be delivered to the Mayor and each member or left at his or her usual dwelling place.

(2) *Meeting called by vote of the Council in open session.* When a special meeting is called by vote of the Council in open session during a regular meeting or another duly called special meeting, the motion or resolution calling the special meeting shall state the meeting's date, time, place, and purpose. Written notice of the special meeting's date, time, place, and purpose shall be mailed or delivered at least forty-eight hours before the meeting to each Council Member not present for the meeting at which the special meeting was called, and to the Mayor if he or she was not present at the meeting.

(d) Transacting Other Business. Unless all members are present or any absent member has signed a written waiver of notice, only those items of business specified in the notice to Council Members may be taken up at a special meeting. If all members are present or any absent member has signed a waiver of notice, the Council may take up an item of business not covered by the notice only if the Council first determines in good faith that the item must be discussed or acted upon immediately.

State Law reference -- -Meetings generally, G.S. § 160A-71; notice of meetings, G.S. § 143-318.12.

Sec. 2-22. - Official minutes; records of votes.

The City Clerk shall keep a book to be styled the "Minute Book" in which he or she shall preserve the full and accurate official minutes of the City Council proceedings. The minute book shall be open to the inspection of the public. The results of each vote of the Council shall be recorded in the minutes, and upon request of any member of the Council, the ayes and nays upon any question shall be taken.

(Code 1959, § 2-19)

State Law Reference -- Similar provisions, G.S. § 160A-72.

Sec. 2-23. - Quorum

(a) The presence of a quorum is necessary for the Council to conduct business. A majority of the Council's actual membership plus the Mayor, excluding vacant seats, constitutes a quorum. A member who withdraws from a meeting without being excused by majority vote of the remaining members in attendance is deemed present for quorum purposes.

(b) Any member present by means of simultaneous communication in accordance with N.C. Gen. Stat. §166A-19.24, and Sec. 2-24 herein, shall be counted as present for the purposes of whether a quorum is present only during the period while simultaneous communications is maintained for that member.

Sec. 2-24. - Remote Participation in Council Meetings

(a) Regular Meetings. No member who is not physically present for a Council meeting may participate in the meeting by electronic means except in accordance with a policy adopted by the Council. Any member who is not physically present for a Council meeting may participate in the debate of any substantive, debatable matter being considered before the Council. However, any member who is not physically present for a Council meeting may neither be counted toward a quorum nor vote on any matter before the Council. A member who attends a meeting electronically (via phone, skype, etc.) may take part in debate and vote on any matter before the board only when enough members are physically present to constitute a quorum. A member may only remotely participate in one meeting every six months in the calendar year.

(b) Emergency Meetings.

(1) Council Members may attend Council meetings by electronic means for emergency meetings. In addition, Council Members may attend regular and special meetings by electronic means where:

- (a) necessary to achieve a quorum;
- (b) attendance is precluded due to weather, civil unrest, emergency, etc.;
- (c) notice is issued pursuant to N.C.Gen.Stat. §143-318.12 and specifies the means by which the public can access the remote meeting as that remote meeting occurs;
- (d) the members who participate electronically do so through a method of simultaneous communication in which each member of the Council is able to be

heard by other members of the Council and each member is able to hear what is said by the any individual addressing the Council;

(e) All documents to be considered during the remote meeting are provided to each member of the Council; and

(f) The remote meeting is simultaneously streamed live online so that simultaneous live audio, and video, if any, of such meeting is available to the public.

(2) Public Hearings. Council may conduct any public hearings required or authorized by law during a declaration of emergency issued under N.C. Gen. Stat. §166A-19.20. Any members who participate in a remote public hearing shall be counted as if the member were physically present only during the period while simultaneous communication is maintained for that member.

(3) Quasi-Judicial Hearings. Council may conduct a quasi-judicial proceeding as a remote meeting only when the following apply:

(a) The right of an individual to a hearing and decision occurs during a declaration of emergency under N.C. Gen. Stat. §166A-19.20;

(b) All persons subject to the quasi-judicial proceeding who have standing to participate in the quasi-judicial hearing have been given notice of the quasi-judicial hearing and consent to the remote hearing; and

(c) All due process rights of the parties affected are protected.

Sec. 2-25. - Agenda

(a) Draft Agenda

(1) *Preparation.* The City Clerk shall work with the City Manager to prepare a draft agenda in advance of each meeting of the City Council.

(2) *Requesting placement of items on draft agenda.* For a regular meeting, a request to have an item of business placed on the draft agenda must be received by the City Manager from two City Council Member's at least ten (10) working days before the date of the meeting. The City Manager shall instruct the City Clerk to place an item on the draft agenda in response to a Council Member's timely request.

(3) *Supplemental information/materials.* If the Council is expected to consider a proposed ordinance or ordinance amendment, a copy of the proposed ordinance or amendment shall be attached to the draft agenda. An agenda package shall be prepared

that includes, for each item of business listed on the draft agenda, as much background information on the topic as is available and feasible to provide.

(4) *Delivery to Council Members.* Each Council Member shall receive a hard or electronic copy of the draft agenda and the agenda packet. Except in the case of an emergency meeting, the agenda and agenda packet shall be furnished to each member at least four days before the meeting.

(5) *Public Inspection.* The draft agenda and agenda packet shall be available to the public when the documents are ready to be or have been circulated.

(b.) Adoption of the Agenda.

(1) *Adoption.* As its first order of business at each meeting, the Council shall review the draft agenda, make whatever revisions it deems appropriate, and adopt a formal agenda for the meeting.

(2) *Amending the agenda.* Both before and after it adopts the agenda, the Council may add or subtract agenda items by majority vote of the members present and voting, except that:

(a) The Council may not add to the items stated in the notice of a special meeting unless the requirements of Sec. 2-21 are satisfied; and

(b) Only business connected with the emergency may be considered at an emergency meeting.

(3) *Designation of items "For Discussion and Possible Action".* The Council may designate an agenda item "for discussion and possible action." The designation signifies that the Council intends to discuss the item and may, if it so chooses, take action on the item following the discussion.

(c.) Consent Agenda. The Council may designate part of an agenda for a regular meeting as the *consent agenda*. Items may be placed on the consent agenda by the persons charged with preparing the draft agenda if the items are judged to be noncontroversial and routine. Prior to the Council's adoption of the meeting agenda under subparagraph (b)(1) of this rule, the request of any member to have an item moved from the consent agenda to unfinished business must be honored by the Council. All items on the consent agenda must be voted on and adopted by a single motion, with the minutes reflecting the motion and the vote for each item.

(d.) Informal Discussion of Agenda Items. The Council may informally discuss an agenda item even when no motion regarding that item is pending.

Sec. 2-26. - Duty to Vote

(a) Duty to Vote. Every Council Member must vote except when excused from voting as provided by this rule. A failure to vote by a member who is physically present in the council chamber, or who has withdrawn without being excused by a majority vote of the remaining members present, shall be recorded as an affirmative vote. A vote or failure to vote by any member present by means of simultaneous communication in accordance with Sec. 2-24 shall be treated as if the member were physically present only during the period while simultaneous communication is maintained for that member.

(b) Grounds for Excusal. A member may be excused from voting on a matter involving the member's own financial interest or official conduct, though not if the proposal in question is one to alter the compensation or allowances paid to Council members. Members may also be excused from voting when prohibited from voting under G.S. 14-234 (contract providing direct benefit to member), G.S. 160A-318(d) (legislative zoning decision likely to have a direct, substantial, and readily identifiable financial impact on members), or G.S. 160A-388(e)(2) (member's participation in quasi-judicial decisions would violate the affected person's right to an impartial decision maker).

(c) Procedure for Excusal.

(1) *At member's request.* Upon being recognized at a duly called meeting of the Council, a member who wishes to be excused from voting shall inform the presiding officer, who must then submit the matter to a vote of the remaining members present. If a majority of the remaining members present vote to excuse the member, the member is excused from voting on the matter.

(2) *On Council's initiative.* Even when a member has not asked to be excused from voting on a matter, a majority of the remaining Council Members present may by motion and vote excuse the member from voting if grounds for doing so exist under paragraph (b).

(d) Consequence of Non-Excused Failure to Vote. Except as specified in paragraph (e), if a member who has not been excused from voting fails to vote on a matter, the member's failure to vote shall be recorded as an affirmative vote, provided;

(1) the member is physically present in the Council Chamber; or

(2) the member has physically withdrawn from the meeting without being excused by majority vote of the remaining members present.

(e) Failure to Vote on Certain Zoning Matters. A member's unexcused failure to vote shall not be recorded as an affirmative vote if the motion concerns a proposal to amend, supplement, or repeal a zoning ordinance. Instead, the member's unexcused failure to vote shall be recorded as an abstention.

Secs. 2-27 -- 2-29. - Reserved.

DIVISION 2. -- RULES OF PROCEDURE

Sec. 2-30. - Establishment; interpretation; additional rules

The City Council shall determine its own rules. These rules shall govern all meetings of the Statesville City Council and may be suspended upon vote of two-thirds of the Council. The mayor shall interpret and enforce the applicable parliamentary rules of the Council. The City Council may make additional procedural rules.

(Code 1959, §§ 2-9, 2-11)

~~Sec. 2-30.1. -- Robert's Rules.~~

~~_____ Robert's Rules of Order, as amended shall be the recognized exponent of parliamentary law.~~

~~(Code 1959, § 2-10)~~

Sec. 2-31. - Order of business.

~~(a) — The agenda for the regularly scheduled meetings of the City Council shall be prepared by the City Manager.~~

~~(b) — Any item of business may be added to the agenda of any regularly scheduled meeting of the City Council upon the request of the Mayor, the Mayor Pro Tempore, or any two (2) members of the City Council.~~

Items shall be placed on a regular meeting agenda according to the order of business. The usual order of business for each regular meeting shall be as follows:

- (a) adoption of the agenda;
- (b) public comments, when applicable;
- (c) approval of the consent agenda;
- (d) new business;
- (e) administrative reports; and
- (f) committee reports.

Without objection, the Mayor may call agenda items in any order most convenient for the dispatch of business.

(Code 1959, § 2-8; Ord. No. 17-09, 4-21-09)

Sec. 2-31.1. – Decisions on points of order.

~~The Mayor or presiding officer shall decide questions of order, subject to an appeal to the Council. Such appeals shall be the motion and may be debated.~~

~~(Code 1959, § 2-13)~~

Sec. 2-32. - Motions reduced to writing on request.

~~All motions of the City Council shall be reduced to writing at the request of the Mayor or any member of the Council.~~

~~Except as otherwise provided in these rules, the Council shall act by motion. Any member may make a motion, not including the Mayor. No second is required by any motion. A member may only make one motion at a time.~~

~~(Code 1959, § 2-13)~~

Sec. 2-32.1. – Motions allowed during debate.

~~When a question is under debate, no motion shall be received but to lie on the table, to postpone to a day certain, to commit, to amend or to postpone indefinitely. These motions shall have precedence in the order in which they are enumerated in this section.~~

~~(Code 1959, § 2-14)~~

Sec. 2-32.2. – Motions to reconsider.

~~A motion to reconsider shall not be entertained unless it be made by a Councilman who voted with the majority, and such motion shall be made at the same or next succeeding meeting.~~

~~(Code 1959, § 2-15)~~

Sec. 2-32.3. – Motions on which debate is not permitted.

~~The following questions shall be decided without debate: To adjourn, to lie on the table, to read any paper, to take the ayes and nays for the previous question or to reconsider.~~

~~(Code 1959, § 2-17)~~

Sec. 2-33. - Debate time limit.

~~No Council Member shall speak more than a total of thirty (30) minutes on any question under debate except when a majority of the Council shall vote to extend the period of time for debate for such member.~~

The presiding officer shall state the motion and then open the floor to debate, presiding over the debate according to the principles listed below:

- (a) The maker of the motion is entitled to speak first;
- (b) A member who has not spoken on the issue shall be recognized before a member who has already spoken;
- (c) To the extent practicable, the debate shall alternate between proponents and opponents of the measure; and
- (d) No member may speak more than twice on the same substantive motion. A member's first speech on a substantive motion shall be limited to 10 minutes, and any second speech on the same motion shall be limited to five minutes. The same rules apply to debate on a procedural motion, except that a member's first speech shall not exceed five minutes, and any second speech shall be limited to two minutes.

(Code 1959, § 2-16)

Sec. 2-34. - Written communications.

The City Council may direct that any communication, petition or request to the Council be put in writing.

(Code 1959, §2-20)

Sec. 2-35. - Resolutions.

Any resolution of the City Council may be adopted upon the date of its introduction.

(Code 1959, §2-21)

Sec. 2-36. - ~~Individuals speaking on pending matters.~~ Substantive Motions.

~~_____ No person not a member of the City Council shall speak on any matter pending without the consent of the Mayor.~~

—A substantive motion is not in order if made while another motion is pending. Once the Council disposes of a substantive motion, it may not take up a motion that presents essentially the same issue at the same meeting, unless it first adopts a motion to reconsider pursuant to Rule 31, Motion 14.

(Code 1959 § 2-24).

Sec. 2-37. - ~~Procedure for hearing petitions or grievances.~~ Procedural Motions

~~Any person may appear before the City Council with petition or grievance. After all matters pertaining thereto shall have been fully explained by the petitioner or his attorney, the Council may pass upon the merits of such petition or grievance at its earliest convenience.~~

(a) Certain Motions Allowed. The Council may consider only those procedural motions listed in this rule. Unless otherwise noted, each procedural motion may be debated and amended and requires a majority of votes cast, a quorum being present, for adoption.

(b) Priority of Motions. The procedural motions set out in this paragraph are listed in order of priority. A procedural motion is not in order so long as another procedural motion of higher priority is pending, except that

- (1) Any procedural motion other than an appeal under Rule 1 is subject to amendment as provided in Motion 12, and
- (2) A motion to call the question may be made with regard to any procedural motion in accordance with Motion 9.

Motion 1. *To Appeal a Ruling of the Presiding Officer.* Any member may appeal the presiding officer's ruling on whether a motion is in order or on whether a speaker has violated reasonable standards of courtesy. The presiding officer's response to a question of parliamentary procedure may also be appealed by any member. An appeal is in order immediately after the disputed ruling or parliamentary response and at no other time. The member who moves to appeal need not be recognized by the presiding officer, and if timely made, the motion may be ruled out of order.

Motion 2. *To Adjourn.* This motion may be used to close a meeting. It is not in order if the Council is in closed session.

Motion 3. *To Recess to a Time and Place Certain.* This motion may be used to call a recessed meeting as permitted under Rule 12. The motion must state the time *including the date, if the meeting will reconvene on a different day) and place at which the meeting will resume. The motion is not in order if the Council is in closed session.

Motion 4. *To Take a Brief Recess.* This motion may be used to allow a brief recess to debate on a motion.

Motion 5. *To Follow the Agenda.* The motion must be made at the time an item of business deviates from the agenda is proposed; otherwise, the motion is out of order as to that item.

Motion 6. *To Suspend the Rules.* To be adopted, a motion to suspend the rules must receive affirmative votes equal to at least two-thirds of the Council's actual membership, excluding vacant seats and not counting the Mayor. The Council may not suspend provisions in these rules that are required under state law.

Motion 7. *To Divide a Complex Motion.* This Motion is in order whenever a member wishes to consider and vote on parts of a complex motion separately. The member who makes this motion must specify how the complex motion will be divided.

Motion 8. *To Defer Consideration.* The Council may defer its consideration of a substantive motion, and any proposed amendments thereto, to an unspecified time. A motion that has been deferred expires, unless the Council votes to revive it pursuant to Motion 13, within 100 days of deferral. A new motion having the same effect as a deferred motion may not be introduced until the latter has expired.

Motion 9. *To End Debate.* If adopted by a majority, this motion terminates debate on pending motion, thereby bringing it to an immediate vote. This motion is not in order until every member has had an opportunity to speak once on the pending motion.

Motion 10. *To Postpone to a Certain Time.* This motion may be employed to delay the Council's consideration of a substantive motion, and any proposed amendments thereto, until a designated day, meeting, or hour. During the period of postponement, the Council may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6.

Motion 11. *To Refer a Motion to a Committee.* The Council may vote to refer a substantive motion to a committee for study and recommendations. While the substantive motion is pending before the committee, the Council may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6. If the committee fails to report on the motion within 60 days of the referral date, the council must take up the motion if asked to do so by the member who introduced it.

Motion 12. *To Amend.*

(a) *Germaneness.* A motion to amend must concern the same subject matter as the motion it seeks to alter.

(b) *Limit on Number of Motions to Amend.* When a motion to amend is under consideration, a motion to amend the amendment may be made; however, no more than one motion to amend and one motion to amend the amendment may be pending at the same time.

(c) *Amendments to Ordinances.* Any amendment to a proposed ordinance must be reduced to writing before the vote on the amendment.

Motion 13. *To Revive Consideration.* The Council may vote to revive consideration of any substantive motion that has been deferred pursuant to Motion 8, provided it does so within 100 days of its vote to defer consideration.

Motion 14. *To Reconsider.* The Council may vote to reconsider its action on a matter, provided the motion to reconsider is made (a) at the same meeting during which the action to be reconsidered was taken or the next succeeding meeting thereafter; and (b) by a member who voted with the prevailing side. For the purpose of this motion, “the same meeting” includes any continuance of a meeting through a motion to recess to a certain time and place (Motion 3). The motion is not in order if it interrupts the Council’s deliberation on a pending matter.

Motion 15. *To Rescind.* The Council may vote to rescind an action taken at a prior meeting provided rescission is not forbidden by law.

Motion 16. *To Prevent Reintroduction for Six Months.* This motion may be used to prevent the reintroduction of a failed substantive motion for a time, but it is in order only when made immediately following the substantive motion’s defeat. To be adopted, this motion must receive votes equal to at least two-thirds of the Council’s actual membership, excluding vacant seats and not counting the Mayor. If this motion is adopted, the ban on reintroduction remains in effect for six months or until the Council’s next organizational meeting, whichever occurs first.

Sec. 2-28. - Reference to Robert’s Rules of Order Newly Revised.

The Council shall refer to Robert’s Rules of Order Newly Revised for guidance when confronted with a procedural issue not covered by these rules or state law. Having consulted Robert’s, the mayor shall make a ruling on the issue subject to appeal to the Council under Sec. 2-37, Motion 1.

(Code 1959, § 2-25; Ord. No. 12-02, 5-7-02)

Secs. 2-38 - 2-50. - Reserved.

ARTICLE II. -- MAYOR AND COUNCIL

Sec. 2.1. - Governing body.

The Mayor and City Council, elected and constituted as herein set forth, shall be the governing body of the city. On behalf of the city, and in conformity with applicable laws, the Mayor and Council may provide for the exercise of all municipal powers and shall be charged with the general government of the city.

Sec. 2.2. - City council; terms of office.

The City Council shall be composed of eight (8) members who shall be elected as provided by article III of this charter.

(S.L. 1985, Ch. 570, § 2)

Sec. 2.3. - Mayor; term of office

The Mayor shall be elected by the qualified voters of the city in the manner provided by Article III of this charter. He shall preside at meetings of the City Council, but he shall vote only when there is equal division upon any question before the Council. He shall vote in no other case except where otherwise by law, and may not vote to break a tie vote in which he participated.

(Ord. No. 20-85, § 2, 7-1-85)

Sec. 2.4. - Organizational Meeting; Selection of Mayor Pro Tempore.

(a) Organizational Meeting. The Council must hold an organizational meeting following each general election in which Council Members are elected. The organizational meeting must be held either (1) on the date and at the time of the Council's first regular meeting in December following the election or (2) at an earlier date, if any, set by the incumbent Council. The organizational meeting may not be held before municipal election results are officially determined, certified, and published as required by law.

(b) Selection of Mayor Pro Tempore. In accordance with state law, the City Council shall appoint one (1) of its number Mayor Pro Tempore to exercise the functions of Mayor whenever the Mayor is absent or unable for any reason to discharge the duties of his office.

Sec. 2.5. - Vacancies.

If any vacancy should occur in the office of Mayor or Councilman in the city, the City Council, before filling the vacancy, shall give public notice of the same in some newspaper published in the city at least fifteen (15) days before the date fixed for the filing of such vacancy. After giving this notice, the Council may then proceed to fill the vacancy in accordance with state law.

Sec. 2.6. - Organizational, regular and special meetings.

The City Council shall hold organizational meetings, regular meetings, and special meetings, in accordance with state law; provided, however, that prior to the final adoption of any ordinance establishing the time and place for such regular meetings, notice thereof shall be published in a newspaper having a general circulation throughout the city. This notice shall be so published at least once, not more than thirty (30) days nor less than ten (10) days prior to the introduction and first reading of any such ordinance.

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Christopher Tucker, Finance Director
DATE: June 08, 2020

ACTION NEEDED ON: June 15, 2020
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider approving a resolution to affix the terms, conditions, and rate for the interfund loan from the Electric Fund to the Airport Fund.

Summary of Information: In January 2019, the City purchased the assets, liabilities, and equity of Statesville Flying Service, to become the full owner/operator of the Statesville Regional Airport.

To make this purchase, Council passed Resolution 01-19, which was a Resolution to Reimburse which allowed the Electric Fund to advance monies to the Airport Fund, until such time that the City chose outside borrowing or established the terms of an interfund loan.

Resolution 01-19 established a timeline of 18 months to July 2020 to make that decision. While interest rates have certainly lowered to more favorable rates, staff recommends we continue with the interfund loan, with City Council future review options, to protect the collateral interest and avoid any extra parameters that FAA could impose on outside financing.

The attached resolution establishes the terms, conditions, rate, and review options for the interfund loan from the Electric Fund to the Airport Fund.

The changes to the recommended loan terms and impacts from the June 1, 2020 agenda based on Council discussion are as follows: 1) the term was changed from twenty to twenty-two years to help mitigate the revenue concerns related to the COVID-19 pandemic (decreasing the annual principal payment from \$304,120.05 to \$273,708.04); 2) the interest rate beginning July 1, 2020 will be lowered from 2.5% to 1.0% due to changes in the interest rate market between when the deal was started and the loan terms were finalized (decreasing total interest from \$1,573,821.24 to \$834,809.52); and 3) inserted a provision to “review the terms of the loan in December 2021 to determine if modifications in interest rate or term are deemed necessary. City Council will also review the loan interest rate and terms at three-year intervals to determine if modifications are needed to support the Electric and Airport Funds” (this will allow the Council to extend the interest only period and change the interest rate and total term up or down before principal payments begin and also allow for a review of these every three years).

Previous Council or Relevant Actions:

- A. As discussed above, Council passed Resolution 01-19 in January 2019.
- B. This item came before Council in June 2019 but was tabled to a date uncertain to better establish the operating income of the Airport.
- C. This item came back before Council on June 1, 2020 but was tabled to June 15, 2020 to

receive further information and a revised resolution of terms and conditions.

Budget/Funding Implications: The amortization schedule conveys the debt expenditures that the Airport will face for the next 22 years, while also conveying the repayment revenue that the Electric Fund will receive.

Consequences for Not Acting: If no action is taken the transaction could be considered a direct fund transfer, which the Airport Fund will not repay to the Electric Fund, by the City's auditors and the staff of the Local Government Commission (LGC). That type of transaction is not in conformance with directives from the State and Local Government Finance Division of the North Carolina State Treasurer's office. If this occurs the City would be restricted in its ability to issue debt that requires LGC approval.

Department Recommendation: Adopt as presented.

Manager Comments: Concur with Department Recommendation.

Next Steps: Process the loan in the City's accounting records.

Attachments:

1. Loan Resolution

RESOLUTION _____

A RESOLUTION AUTHORIZING AN INTERFUND LOAN OF \$5,474,160.87 FROM THE ELECTRIC FUND TO THE AIRPORT FUND OF THE CITY OF STATESVILLE FOR A PERIOD OF TWENTY-TWO (22) YEARS.

WHEREAS, Resolution 01-19 dated January 14, 2019 provided for the authorization to purchase the Statesville Flying Services' equity and provided the City's intent to reimburse expenditures in the event of issuing debt; and

WHEREAS , the City Council recognizes that interfund loans are a legal and fiscally prudent means of investing municipal funds that are inactive or in excess of current needs; and

WHEREAS, the City Council recognizes that interfund loans are repaid with interest and the City Council finds that use of an interfund loan is currently preferable to issuing external debt; and

WHEREAS, the City's Electric Fund had adequate funds set aside for future operating and capital funds: and

WHEREAS, the Electric Fund will earn 2.5 percent, that was equivalent to the January 2019 North Carolina Municipal Trust's Term portfolio yield of 2.47 percent, from the loan date to June 30, 2020 and beginning July 1, 2020 the Electric Fund will earn 1.0 percent, that is equivalent to the April 2020 North Carolina Municipal Trust's Term portfolio yield of 0.89 percent; and

WHEREAS, due to the COVID-19 pandemic, which occurred in January 2020, the City Council reviewed the loan and decided to make modifications in June 2020 and will review the terms of the loan in December 2021 to determine if modifications in interest rate or term are deemed necessary. City Council will also review the loan interest rate and terms at three-year intervals to determine if modifications are needed to support the Electric and Airport Funds; and

NOW THEREFORE, BE IT RESOLVED, by the City Council for the City of Statesville, North Carolina as follows:

Section 1. Authorization and Approval. The City Council hereby authorizes and approves an interfund loan in the amount of five million four hundred seventy-four thousand one hundred sixty dollars and eighty-seven cents (\$5,474,160.87) from the City's Electric Fund to the Airport Fund for the purchase of the Statesville Flying Services' equity for various capital assets.

Section 2. Finance Director as Administrator. The Finance Director is designated on behalf of the City to process and administer an interfund loan in the amount of five million four hundred seventy-four thousand one hundred sixty dollars and eighty-seven cents (\$5,474,160.87) from available cash of the Electric Fund, where money deposited therein is not immediately needed for the purposes of that fund to the Airport Fund.

Section 3. Retroactive Effective. This Resolution shall have retroactive effect back to January 31, 2019,

Section 4. Terms and Conditions. The term of the loan shall be for a period of twenty-two (22) years from the day of the first advance on January 31, 2019 at 2.50 percent. Repayment due dates will begin 12 months from the day of first advance. The rate will be

modified on July 1, 2020 to 1.0 percent. The Airport Fund may pay off the loan or make extra payments any time during the life of the loan without penalty.

Payment schedule is as follows:

City of Stateville						
Airport Fund Interfund Loan from the Electric Fund						
Average Annual Loan Pay		273,708.04	Loan Principal Amount		5,474,160.87	
Interest Over Term of Loan		834,809.54	Annual Interest Rate		Variable	
Sum of All Payments		6,308,970.41	Loan Period In Years		22	
Maturity Date		1/31/2041	Base Year of Bond		2019	
Principal Payments Per Year		1	Date of Loan		1/31/2019	
	Principal	Annual	Total	Loan		Total
Loan	Payment	Interest	Annual	Redemption	Unpaid	Interest
Years	Date	Rate	Payments	1-Jan	Balance	Payments
1	1/31/2020	2.50%	136,854.02	-	5,474,160.87	136,854.02
2	1/31/2021	1.63%	88,955.11	-	5,474,160.87	88,955.11
3	1/31/2022	1.00%	362,663.15	273,708.04	5,200,452.83	88,955.11
4	1/31/2023	1.00%	325,712.57	273,708.04	4,926,744.79	52,004.53
5	1/31/2024	1.00%	322,975.49	273,708.04	4,653,036.75	49,267.45
6	1/31/2025	1.00%	320,238.41	273,708.04	4,379,328.71	46,530.37
7	1/31/2026	1.00%	317,501.33	273,708.04	4,105,620.67	43,793.29
8	1/31/2027	1.00%	314,764.25	273,708.04	3,831,912.63	41,056.21
9	1/31/2028	1.00%	312,027.17	273,708.04	3,558,204.59	38,319.13
10	1/31/2029	1.00%	309,290.09	273,708.04	3,284,496.55	35,582.05
11	1/31/2030	1.00%	306,553.01	273,708.04	3,010,788.51	32,844.97
12	1/31/2031	1.00%	303,815.93	273,708.04	2,737,080.47	30,107.89
13	1/31/2032	1.00%	301,078.84	273,708.04	2,463,372.43	27,370.80
14	1/31/2033	1.00%	298,341.76	273,708.04	2,189,664.39	24,633.72
15	1/31/2034	1.00%	295,604.68	273,708.04	1,915,956.35	21,896.64
16	1/31/2035	1.00%	292,867.60	273,708.04	1,642,248.31	19,159.56
17	1/31/2036	1.00%	290,130.52	273,708.04	1,368,540.27	16,422.48
18	1/31/2037	1.00%	287,393.44	273,708.04	1,094,832.23	13,685.40
19	1/31/2038	1.00%	284,656.36	273,708.04	821,124.19	10,948.32
20	1/31/2039	1.00%	281,919.28	273,708.04	547,416.15	8,211.24
21	1/31/2040	1.00%	279,182.20	273,708.04	273,708.11	5,474.16
22	1/31/2041	1.00%	276,445.19	273,708.11	-	2,737.08
Totals			6,308,970.41	5,474,160.87		834,809.54

Section 5. Effective Date. This resolution shall take effect and be in force immediately upon its adoption.

ADOPTED by the City Council of the City of Statesville this the 15th day of June 2020.

ATTEST:

CITY OF STATESVILLE

Brenda Fugett, City Clerk

Constantine H. Kutteh, Mayor

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager

FROM: Scott Harrell, PE, Exec Director of Public Works/City Engineer

DATE: May 18, 2020

ACTION NEEDED ON: June 15, 2020
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider funding water and sewer relocations and betterments associated with the NC Department of Transportation I-40/I-77 Interchange project (I-3819B) and approving Budget Amendment #23.

Summary of Information:

In May 2018, staff was contacted by representatives from NC Department of Transportation (DOT) to discuss relocating City water and sewer lines to accommodate the second phase of the I-40 / I-77 interchange project (DOT Project No. I-3819B). Under State statutes, utility relocations for DOT projects are paid by either DOT or the utility, depending on which infrastructure was installed earlier. If the utility was in place first, then DOT pays 100% of the relocation cost. If the DOT facility was constructed first, then the utility pays a portion of the relocation cost. In this scenario, Statesville's share of relocation costs is 25%.

City water and sewer lines in the I-3819B project area fall into both categories. DOT will pay to relocate City sewer lines in the vicinity of Davie Ave and E Broad St. The City is responsible for 25% of the relocation cost for a sewer line crossing I-40 and for water lines crossing I-77 at Davie Ave and E Broad St. The City's 25% share of these utility relocations is \$351,569.

Additionally, DOT will allow the City to upsize existing water and sewer lines in the project area if the City agrees to pay the difference in cost between installing the larger size vs. the existing size. Staff requested that DOT calculate the cost to upsize a sewer line that crosses I-40 from 15-inch to 24-inch. DOT has indicated the cost for this sewer upsizing is \$149,103.10.

Staff recommends upsizing the sewer crossing as the current 15-inch sewer line serves the northeast quadrant of the I-40 / I-77 interchange, as well as the Crawford Rd, I-77 Exit 54, and I-77 Rest Stop areas. Anticipated growth in these areas will require upsizing of this sewer crossing in the future.

The existing 12-inch water lines affected by this project are adequate for anticipated future development and staff does not recommend increasing their size.

Previous Council or Relevant Actions: None.

Budget/Funding Implications: The City's cost for the utility relocations and to upsize the

sewer crossing is \$500,672.10. DOT will invoice the City for this work upon completion of the project, which is currently anticipated in 2025.

Consequences for Not Acting: State statute requires the City to pay 25% of the relocation cost for utilities in the project area that were installed after the DOT-maintained roadways. Interstate crossings are among the most expensive items in any utility project. This is an opportunity to accommodate future growth by upsizing an interstate sewer crossing at a significant discount.

Department Recommendation: Staff recommends funding the water and sewer relocations and the sewer crossing upsizing and approving Budget Amendment No. 2020-23.

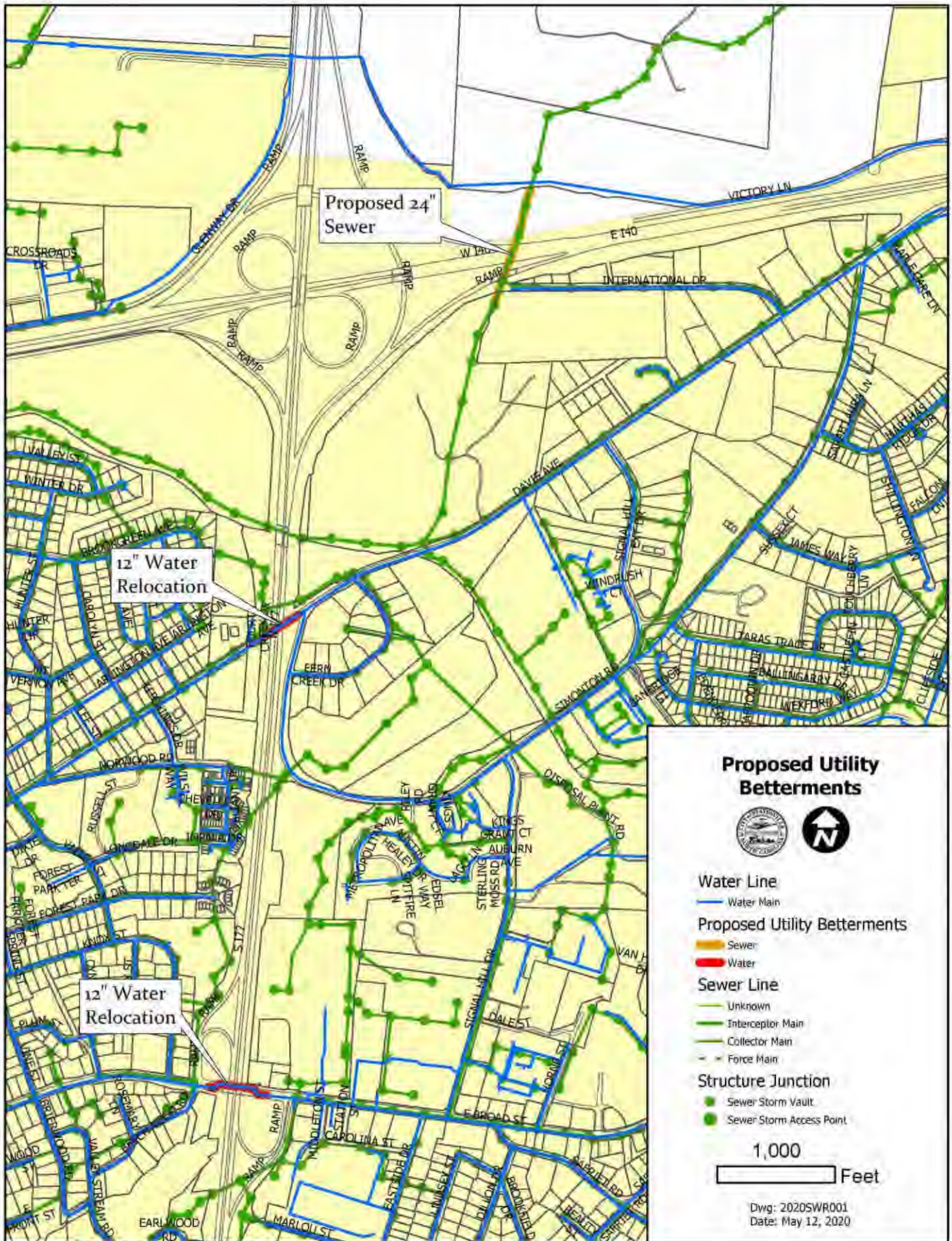
Manager Comments: Recommend for approval.

Next Steps:

- If approved, the City Manager will execute a utility construction agreement with NC DOT.
- NC DOT's contractor (Lane Construction) is prepared to begin utility relocations immediately upon execution of the utility construction agreement.

Attachments:

1. Location map
2. Utility Construction Agreement



Proposed Utility Betterments



Water Line

Water Main

Proposed Utility Betterments

Sewer

Water

Sewer Line

Unknown

Interceptor Main

Collector Main

Force Main

Structure Junction

Sewer Storm Vault

Sewer Storm Access Point

1,000

Feet

Dwg: 2020SWR001
Date: May 12, 2020

NORTH CAROLINA

**DESIGN-BUILD UTILITY CONSTRUCTION
AGREEMENT (UCA)**

IREDELL COUNTY

DATE: 6/3/2020

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: I-3819B

AND

WBS Elements: 34192.2.GV4

CITY OF STATESVILLE

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Statesville, hereinafter referred to as the "Municipality ."

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project I-3819B, in Iredell County, said plans consists of I-40/I-77 Interchange including I-40 from west of SR 2003 (Radio Road) to SR 2158 (Old Mocksville Road) and I-77 from south of SR 2321 (East Broad Street) to south of SR 2171 (Jane Sowers Road); Iredell County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the Municipality for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

CONSTRUCTION

1. The Department shall place provisions in the construction contract for Project I-3819B, Iredell County, for the contractor to adjust and relocate water and sewer lines. The Department shall also include the upsizing of water and sewer mains as utility Betterments. The Municipality shall be responsible for the Betterment cost. Said work shall be accomplished in accordance with plan

sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".

2. The Municipality shall be responsible for relocation and Betterment cost as shown on the attached Exhibit "A". The fixed cost to the Municipality is \$500,672.10, as shown on the attached Exhibit B, of which \$149,103.10 is Betterment cost and \$351,569 is utility relocation/adjustment cost required by the project. It is understood by both parties that this is a fixed cost and will not be adjusted.

REIMBURSEMENT TO THE DEPARTMENT - FINAL BILLING

3. The Municipality shall reimburse the Department for said costs as follows:
 - A. Upon completion of the highway work, the Department shall submit an invoice to the Municipality for the fixed cost of the utility relocations and betterment work.
 - B. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.
 - C. If the Municipality does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
 - D. Said interest rate shall be set upon final execution of the Agreement by the Department. The Municipality will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.
 - E. Any cost incurred due to additional utility work requested by the Municipality after award of the construction contract, shall be solely the responsibility of the Municipality. The Municipality shall reimburse the Department 100% of the additional utility cost.
 - F. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated

to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.

- G. At any time prior to final billing by the Department, the Municipality may prepay any portion of the fixed cost by sending a check with the WBS Element noted to the below address. The Department will provide a final billing less any previous payments that have been made.

REMITTANCE ADDRESS:

NC Department of Transportation

ATTN: Accounts Receivable

1514 Mail Service Center

Raleigh, NC 27699-1514

4. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Municipality shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the Municipality shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the Municipality shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Municipality upon completion of construction of the project and its acceptance by the Department from its contractor unless the Municipality notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.
5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
- H. The Municipality obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
- I. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the Municipality's expense, the Municipality binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.

6. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

7. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

8. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: CITY OF STATESVILLE
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Statesville

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Scott Harrell, PE, Executive Director of Public Works/City Engineer
DATE: June 03, 2020

ACTION NEEDED ON: June 15, 2020
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider awarding the construction contract for the Larkin Commerce Park water line extension to Fuller & Co. Construction, LLC and approving Budget Amendment #24.

Summary of Information: Staff received bids to construct a water line extension to serve the Larkin Commerce Park on May 28. The project includes constructing a water line along Amity Hill Rd, Moose Club Rd, and beneath I-77 to the vicinity of the Dover Rd/Larkin Parkway intersection. Results of the bid opening are shown below:

<u>Company</u>	<u>Bid Total</u>
Fuller & Co. Construction, LLC	\$2,307,363.49
Hall Contracting Corporation	\$3,004,721.75
Paragon Site Solutions, LLC	\$3,008,432.18
Classic City Mechanical	\$3,407,801.34
Dellinger, Inc.	\$3,470,149.31
Buckeye Bridge, LLC	\$3,766,974.65
Country Boy Landscaping, Inc.	\$4,093,657.77
Hickory Sand Company, Inc.	\$4,098,897.75
State Utility Contractors, Inc.	\$4,412,546.00

Fuller & Co. Construction, LLC of Bessemer City, NC is the low bidder with a total bid of \$2,307,363.49.

Construction Admin services (materials review, invoice review, periodic inspection and project certification) will be provided by Hazen & Sawyer. No additional funds are required, as there are sufficient funds remaining on Hazen's design contract to cover these services. Daily construction inspection will be conducted by City staff.

Staff recommends establishing a 3% project contingency in the amount of \$70,636.51, for a total project cost of \$2,378,000.

Previous Council or Relevant Actions:

- **November 8, 2018:** At the 2018 Capital Planning Workshop, Council directed staff to extend water to the Exit 45 area to serve the Larkin Commerce Park

- **March 18, 2019:** Council awarded the water line extension design contract to Hazen & Sawyer.
- **October 7, 2019:** Council approved a Development Agreement for Larkin Regional Commerce Park; one provision of the agreement is that the City extend water to the park.

Budget/Funding Implications: The total project cost is \$2,378,000, which includes construction, construction admin services, and project contingency.

Staff is nearing completion on a sewer rehabilitation design and anticipates receiving bids for that project in late July. Staff proposes financing this water extension and the sewer rehab project in one debt package, to be presented to Council in late summer.

Consequences for Not Acting: Extending water service to the Larkin Commerce Park is a provision of the development agreement. Not constructing the water line extension would violate the agreement.

Department Recommendation: Staff recommends awarding the Larkin Commerce Park waterline extension construction contract to Fuller & Co. Construction, LLC and approving Budget Amendment No. 2020-24.

Manager Comments: Recommend for approval.

Next Steps: If approved, staff will issue a Notice of Award to Fuller & Co. Construction. Staff anticipates construction will begin by late July and is expected to last about six months.

Attachments: None

CITY OF STATESVILLE
BUDGET AMENDMENT #2020-24
 June 15, 2020
 FISCAL YEAR 2019-2020

FUND / ACCOUNT #	ACCOUNT TYPE	DESCRIPTION	CURRENT BUDGET	CHANGE (+ / -)	AMENDED BUDGET
Water / Sewer Fund					
550.0000.399.00.00	Revenue	Fund Balance	3,159,821	2,378,000	5,537,821
Total Revenues			<u>3,159,821</u>	<u>2,378,000</u>	<u>5,537,821</u>
Water / Sewer Fund					
550.5582	Expenditure	Water Maintenance	2,813,323	2,378,000	5,191,323
Total Expenditures			<u>2,813,323</u>	<u>2,378,000</u>	<u>5,191,323</u>

DESCRIPTION: To appropriate fund balance for a water line extension to serve the Larkin Commerce Park

 Budget Officer

 Finance Director

APPROVED BY CITY COUNCIL:

 City Clerk

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: John Ferguson, Airport Manager
DATE: May 18, 2020

ACTION NEEDED ON: June 15, 2020
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Approve two appointments to the Statesville Regional Airport Commission

Summary of Information: Two positions are up for renewal on the Airport Board. Dr. Robert Saltzman and Mr. David Alexander. Both have requested to be re-appointed. I have included all the active applications from persons wanting to be appointed to the Airport Board. Both members live within the City limits.

Previous Council or Relevant Actions: Certain members are approved every year.

Budget/Funding Implications: None

Consequences for Not Acting: Members remain on the Board until approved or removed.

Department Recommendation: None

Manager Comments: None

Next Steps: Upon appointment by Council, staff will notify the members.

Attachments:

1. Volunteer Applications
2. Airport Commission By-Laws Section on Commission Appointments
3. Airport Commission Member List



STATESVILLE CITY GOVERNMENT extends an invitation for all interested citizens of Statesville (and those residing in the extraterritorial planning jurisdiction) to volunteer their services to any of a number of boards and commissions which are appointed.

A list of these boards and commissions appears below. From time to time, the mayor also appoints special citizen study committees and tasks force to deal with specific issues. Please fill out this Volunteer Information and Interest Sheet if you're interested in volunteering. If you have questions about any of these boards, please call 704-878-3583. Your opinions are valued, your help is needed and Statesville welcomes your interest!

BOARDS/COMMISSIONS

ABC Board
Civil Service Board
Convention & Visitors Bureau
Statesville Housing Authority

Airport Commission
Community Appearance Commission
Historic Preservation Commission
Stormwater Advisory Commission

Board of Adjustment
Design Review Committee
Planning Board

Names of boards, commission or committee in which you are interested. Please list in order of priority:

Airport Commission, Board of Adjustments, Civil Service Board

Name: David Alexander Home Phone: 704 873 2137

Home Address: 423 Summit Ave Zip Code: 28677

Ward: 5

Occupation: Petroleum Wholesaler / Convenience Store Operator

Business Phone: 704 664 1566 Email: dalexander@statesville.com

Place of Employment: J. T. Alexander & Son, Inc Available for Daytime Meeting: Yes X No

Race: W Sex: M Age: 48

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: BA Urban Studies College of Charleston

Business and Civic Experience: Chairman Statesville Planning Board, President NC Petroleum Marketers & Convenience Marketers, President National Assoc. Shell Marketers member National Shell Wholesaler Council, Senior Warden Trinity Episcopal Church

Areas of Expertise, interest, skills: Hold NC Real Estate Broker License, NC General Contractors License

Why do you want to serve? I have served the City in different ways for years and I enjoy the Airport Commission

Date: 5/18/20 Signature: [Handwritten Signature]

The Statesville City Council sincerely appreciates the interest of all citizens in serving their City. For more information on the responsibilities of various boards, you may contact the City Manager's Office at 704-878-3583. Return form to the Deputy City Clerk, City Manager's Office, City of Statesville, PO Box 1111, Statesville, NC 28687-1111 or at anesbit@statesvillenc.net.

This form will remain active until THREE years after date received.

C: Collins 5/1/14
Ashley

City of Statesville Invites Statesville Residents to Volunteer for City Boards and Commissions!

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BOARDS/COMMISSIONS

(see back for list of Boards and Commissions)

ABC BOARD
CIVIL SERVICE BOARD
CONVENTION & VISITORS BUREAU
STATESVILLE HOUSING AUTHORITY

AIRPORT COMMISSION
COMMUNITY APPEARANCE COMMISSION
HISTORIC COMMISSION
TREE BOARD

BOARD OF ADJUSTMENT
DESIGN REVIEW COMMITTEE
PLANNING BOARD

Names of boards, commission or committee in which you are interested. Please list in order of priority:

Airport Commission, Board of Adjustment

Name: Robert Ira Saltzman

Home Phone: 704-881-0488

Home Address: 915 Sherwood Lane Statesville, NC

Zip Code: 28677

Ward: ST14

Occupation: Retired physician

Business Phone: N/A

Place of Employment: N/A - Formerly PHC

Available for Daytime Meeting Yes No

Race: W Sex: M Age: 69

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: College, Postgraduate Medical School, osteopathic
Surgery Residency

Business and Civic Experience: Leadership Statesville, Board of Directors

Statesville Chamber of Commerce, Statesville Committee of 100,

Board of Directors Piedmont Health Care, Executive Board FPH, from Spectrum

Areas of Expertise, interest, skills: Aviation (Commercial & Instrument rated Pilot) Senior

Aviation Medical Examiner, owner Rapid Service Aviation (135 operator),

Completed Contractor Course Mitchell Com. Collge 2009

Why do you want to serve? recently retired and now have time to commit to the
community activities where I have interest & expertise.

Date: 4/28/2014

Signature:

The Statesville City Council sincerely appreciates the interest of all citizens in serving their City. For more information on the responsibilities of various boards, you may contact the City Manager's Office at 704-878-3583. Return form to Nancy Burns, City Manager's Office, City of Statesville, PO Box 1111, Statesville, NC 28687-1111.

This form will remain active until THREE years after date received.

was USAF- avid aviator
Absolutely Yes 6/10/15



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BOARDS/COMMISSIONS

ABC Board
Civil Service Board
Convention & Visitors Bureau
Statesville Housing Authority

Airport Commission
Community Appearance Commission
Historic Preservation Commission
Stormwater Advisory Commission

Board of Adjustment
Design Review Committee
Planning Board

Names of boards, commission or committee in which you are interested. Please list in order of **priority**:

Airport Commission
Name: JAY BROWN Home Phone: 704-883-0372
Home Address: 472 Augusta Rd Statesville NC Zip Code: 28605
Ward: _____

Occupation: Security Company President
Business Phone: 704-880-2583 Email: jay472@yahoo.com / jbrown@airport.com
Place of Employment: PlanQuest Available for Daytime Meeting: Yes No
Race: W Sex: M Age: 57

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: High school, electrical technology certified
Linear Electrical

Business and Civic Experience: Airport Commission, HOA Board member

Areas of Expertise, interest, skills: Flying, Hold private pilot license

Why do you want to serve? TO promote our community, and see Airport as a great place to base Aircraft one of the best in the state

Date: 5/14/2010 Signature: [Handwritten Signature]

Statesville City Council sincerely appreciates the interest of all citizens in serving their City. For more information on the responsibilities of various boards, you may contact the City Manager's Office at 704-878-3583. Return form to the Deputy City Clerk, City Manager's Office, City of Statesville, PO Box 1111, Statesville, NC 28687-1111 or at anesbit@statesvillenc.net.

This form will remain active until THREE years after date received.

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A list of these boards and commissions appears below. From time to time, the mayor also appoints special citizen study committees and task forces to deal with specific issues. Please fill out this Volunteer Information and Interest Sheet if you're interested in volunteering. If you have questions about any of these boards, please call 704-878-3583. Your opinions are valued, your help is needed and Statesville welcomes your interest!

BOARDS/COMMISSIONS

(see back for list of Boards and Commissions)

ABC BOARD
CIVIL SERVICE BOARD
CONVENTION & VISITORS BUREAU
STATESVILLE HOUSING AUTHORITY

AIRPORT COMMISSION
COMMUNITY APPEARANCE COMMISSION
HISTORIC COMMISSION
STORMWATER ADVISORY COMMISSION

BOARD OF ADJUSTMENT
DESIGN REVIEW COMMITTEE
PLANNING BOARD

Names of boards, commission or committee in which you are interested. Please list in order of priority:

ABC Board

~~Board of Adjustment~~ *Stormwater ; Airport 902-7317*

Name: *J. Pressly Mattox* Home Phone: ~~704-878-8189~~

Home Address: *507 W. Front St. Statesville NC* Zip Code: *28677*

Ward: *3*

Occupation: *Attorney*

Business Phone: *704-878-8189*

Place of Employment: *Law Office of J. Pressly Mattox, P.C.* Available for Daytime Meeting: Yes No

Race: *W* Sex: *M* Age: *61*

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: *SHS '76*

UNC-CH '80 BA. History/Political Science

Pepperdine University School of Law '83 J.D.

Business and Civic Experience: *35 years practicing law DSDC - Past Chair*

Carolina Ballconfest - Past Chair City of Statesville Zoning

Board of Adjustment (12 years) Past Chair

Areas of Expertise, interest, skills: *Real Estate - Legal*

Why do you want to serve? *I am not currently serving on any boards*

Date: *2-11-19*

Signature: *J. Pressly Mattox*

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This form will remain active until THREE years after date received.

5-13-20 No longer interested in BofA; see above for interests.

City of Statesville Invites Statesville Residents to Volunteer for City Boards and Commissions!

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BOARDS/COMMISSIONS

(see back for list of Boards and Commissions)

ABC BOARD
CIVIL SERVICE BOARD
CONVENTION & VISITORS BUREAU
STATESVILLE HOUSING AUTHORITY

AIRPORT COMMISSION
COMMUNITY APPEARANCE COMMISSION
HISTORIC COMMISSION
STORMWATER ADVISORY COMMISSION

BOARD OF ADJUSTMENT
DESIGN REVIEW COMMITTEE
PLANNING BOARD

Names of boards, commission or committee in which you are interested. Please list in order of priority:

Airport Commission

Name: Robb Collier Home Phone: 704 902 4598

Home Address: 743 Old Mocksville Rd Statesville Zip Code: 28625

Ward: _____

Occupation: Real Estate

Business Phone: 704 902 4598 Email: robbs57@gmail.com

Place of Employment: Interstate Development Available for Daytime Meeting: Yes No _____

Race: W Sex: M Age 60

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: BA Business Administration Catawba College

Business and Civic Experience: Statesville Planning Board, Convention & Visitors Bureau, DSDC, Rotary Club of Statesville, Tredell County Homebuilders Association

Areas of Expertise, interest, skills: People Skills and consensus Builder

Why do you want to serve? Interested in the growth + development of Statesville.

Date 5/12/17

Signature: Robb Collier

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BOARDS/COMMISSIONS

(see back for list of Boards and Commissions)

ABC BOARD
CIVIL SERVICE BOARD
CONVENTION & VISITORS BUREAU
STATESVILLE HOUSING AUTHORITY

AIRPORT COMMISSION
COMMUNITY APPEARANCE COMMISSION
HISTORIC COMMISSION
STORMWATER ADVISORY COMMISSION

BOARD OF ADJUSTMENT
DESIGN REVIEW COMMITTEE
PLANNING BOARD

Names of boards, commission or committee in which you are interested. Please list in order of priority:

AIRPORT COMMISSION —

Name: BRETT A. LAW Home Phone: 919-612-8184

Home Address: 226 GLEN EAGLES ROAD EAST, STATESVILLE, NC Zip Code: 28625

Ward: ONE

Occupation: INSTRUCTOR PILOT, DIRECTOR OF AIRCRAFT MAINTENANCE

Business Phone: 919-612-8184

Place of Employment: FLY RIGHT INC. Available for Daytime Meeting: Yes No

Race: WHITE Sex: MALE Age: 58

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: 2 YEARS OF FORMAL COLLEGE, MANY YEARS OF AVIATION OPERATIONS, ADMINISTRATION, AND MANAGEMENT CLASSES AND EXPERIENCE.

Business and Civic Experience: FAMILIAR WITH AIRPORT MANAGEMENT AND ECONOMIC DEVELOPMENT AS IT PERTAINS TO GROWTH OF OUR (STATESVILLE) AIRPORT.

Areas of Expertise, interest, skills: THIRTY NINE YEARS IN ALL ASPECTS OF AVIATION.

Why do you want to serve? I WANT TO SEE STATESVILLE GROW AND THE AIRPORT IS VITAL TO IT'S SUCCESS.

Date: JULY 31, 2017 Signature: Brett Law

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BOARDS/COMMISSIONS

(see back for list of Boards and Commissions)

- | | | |
|-------------------------------|---------------------------------|-------------------------|
| ABC BOARD | * AIRPORT COMMISSION | BOARD OF ADJUSTMENT |
| CIVIL SERVICE BOARD | COMMUNITY APPEARANCE COMMISSION | DESIGN REVIEW COMMITTEE |
| CONVENTION & VISITORS BUREAU | HISTORIC COMMISSION | * PLANNING BOARD |
| STATESVILLE HOUSING AUTHORITY | STORMWATER ADVISORY COMMISSION | |

Names of boards, commission or committee in which you are interested. Please list in order of priority:

PLANNING ECONOMIC DEVELOPMENT BOARD - AIRPORT COMMISSION

Name: DR. JOSEPH GLASSGOW Home Phone: 704-397-6951

Home Address: 2921 E. Broad Street Statesville Zip Code: 28625

Ward: #1

Occupation: Adjunct Prof./Instructor Mitchell Community College

Business Phone: _____ Email: 856downtown@a11.net

Place of Employment: Mitchell Community College Available for Daytime Meeting: Yes No

Race: AFRO-AMERICAN Sex: M Age: 68

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: "PhD" Global/INT'L Bus

Graduate - Masters "Science and Administration

Under Graduate - BS. Management & Economics

Business and Civic Experience: 28 Years 14 Years Public Sector, Mgr. Economic

Development - Municipal Government, 5 Years in Private

Sector Fortune 500 Company. Technology Engineering.

Areas of Expertise, Interest, Skills: STRATEGIC Planning, Operation Mgt. (10+ Years in Academic

Economic Development, Project Mgt, Process Improvement,

Business Development

Why do you want to serve? I would like to effectively to utilize my acquired

Knowledge & Experience in sharing the development of this

City in which I reside. I do believe that I have the require

skill sets to offer on the board/commission

Date: 1/4/2018 Signature: _____

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4. Review and develop policies for physical structures (buildings, hangars, aprons, parking lots, etc.) and services (aeronautical and non-aeronautical) at the airport and foster policies that create economic development opportunities.

ARTICLE IV MEMBERSHIP

Per Section 4-28b Code of the City of Statesville, the Commission shall consist of seven (7) voting members; five (5) shall be appointed by the City Council, one (1) member of the City Council shall be appointed by the Mayor, and one (1) member of the County Commission shall be appointed by the County Commissioners.

1. In order to include a diversity of backgrounds and perspectives on the Commission, the members of the Commission should be appointed based on the following qualifications:
 - a. Pilots/Tenants – One or two members should be either active pilots and/or current tenants
 - b. Aviation Background – one or two local citizens with an aviation background and high interest in the airport.
 - c. Business Owners – One or two should be local business owners with an interest in Airport related issues,
 - d. City Council Member – one should be a current elected City Council Member,
 - e. County Commission Member – one should be a current elected Iredell County Commissioner.
2. Members of the Commission shall reside within Iredell County, however, no more than three (3) of the seven (7) members may live out of the Statesville City Limits.
3. All members of the Commission shall serve at the pleasure of the Council with compensation in the amount of \$20 per meeting. The terms of office for each Commission member shall be three (3) years, ending on June 30; except that in case of a vacancy occurring during the term, the same shall be filled by the council for the unexpired portion of the term. The terms of the members shall be staggered so that the terms of no more than three (3) members expire in any one year.
4. If the City Council does not appoint a new member, or reappoint an existing member, on or before the expiration of a member's term, that member may hold over on a month to month basis until such time as the member is either reappointed or a new person has been appointed to the position.
5. Members of the Commission may be removed at any time with or without cause by two-thirds vote of the City Council. An Airport Commission member who misses three (3) unexcused regular meetings in a row is subject to removal.

Statesville Airport Commission
(As of June 30, 2019)

3 Year Terms, City Code Sec. 2-93, G.S. 63-53 (2) City Council Appointment
Meets 2nd Thursday of Month

Stephen Johnson (Chair) Johnson's Parts & Supply 1112 Shelton Avenue Statesville, NC 28677	(B) 704.872.2485 (H) 704.873.8509 (F) 704.878.0898 johnsonspartssup@att.net	City Council Rep
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Dr. Robert Saltzman 915 Sherwood Lane Statesville, NC 28677	(H) 704.881.0488 bobsaltz@gmail.com	6/30/20
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Gene Houpe P.O. Box 547 Statesville, NC 28687	(704) 902-0255 genehoupe@roadrunner.com	County Commission Rep
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David Alexander(Vice-Chair) 423 Summit Avenue Statesville, NC 28677	(B) 704.664.1566 (C) 704.929.0239 (H) 704.873.2737 jtafuel@aol.com	6/30/20
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Mike Colyer Victory Air 221 Cranford Stable Rd. Olin, NC 28660	(H) 704.539-4423 (C) 704 906-6799 Mikecolyer04@gmail.com	06/30/21
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Todd Bodell 143 E. Tattersall Dr. Statesville, NC 28677	(C) 949.510.1590 tdbodell@msn.com	6/30/21
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David Bullins 125 Crabapple Ln Statesville, NC 28625	(B) 704.9785446 (H) 704.873-3402 (C) 704.775-6620 dbullins@mitchellcc.edu	6/30/22
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Staff

John M. Ferguson, A.A.E.
(B) 704.873.1111
(C) 704-880-6897
jferguson@statesvillenc.net

Maurice Nichols, Line Supervisor
(704) 873-1111
mnichols@statesvillenc.net

Carissa Moose, CSR
(704) 873-1111
cmoose@statesvillenc.net

Brenda Fugett
(B) 704.878.3544
bfugett@statesvillenc.net

April Nesbit
(B) 704.878.3583
anesbit@statesvillenc.net

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Sherry Ashley, Planning Director
DATE: May 28, 2020

ACTION NEEDED ON: June 15, 2020
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Appoint two regular members and one alternate member to the Board of Adjustment.

Summary of Information: The following Board of Adjustment (BOA) regular member's term expires June 30, 2020. The member continues to serve until a new appointment is made:

Bill Winters - Would like to be reappointed to the Board (served 1 term)

Also, there is a vacancy for another regular member and an alternate member to the Board of Adjustment. There are 2 other active applicants on file for the Board of Adjustment. They are Justin Phillips and Jed Pidcock. Their information, as well as the current Board Roster, is attached for your review.

Previous Council or Relevant Actions: City Council appoints members to the Board of Adjustment on an annual basis for staggered terms. All Board of Adjustment members must reside within the city.

Budget/Funding Implications: Since BOA meetings are at lunchtime, a meal is provided. Members are also paid \$20 per meeting. These costs are accommodated in the Planning Department's budget.

Consequences for Not Acting: Mr. Winters would continue to serve until an appointment is made. Current vacancies would remain vacant. This makes achieving a quorum more difficult.

Department Recommendation: Staff will work with all appointed members.

Manager Comments: No recommendation.

Next Steps: Notify appointees and provide training materials.

Attachments:

1. 3 Volunteer Applications
2. Board Roster

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BOARDS/COMMISSIONS

(see back for list of Boards and Commissions)

ABC BOARD
CIVIL SERVICE BOARD
CONVENTION & VISITORS BUREAU
STATESVILLE HOUSING AUTHORITY

AIRPORT COMMISSION
COMMUNITY APPEARANCE COMMISSION
HISTORIC COMMISSION
STORMWATER ADVISORY COMMISSION

BOARD OF ADJUSTMENT
DESIGN REVIEW COMMITTEE
PLANNING BOARD

Names of boards, commission or committee in which you are interested. Please list in order of priority:

Board of Adjustment

1) Statesville Housing Authority, 2) Planning Board, 3) Civil Service Board

Name: Justin R Phillip Home Phone: 980-621-1725

Home Address: 1130 Brookshire Lane Zip Code: 28677

Ward: N/A

Occupation: Teacher: MMS

Business Phone: _____ Email: Justin.phillips@gmail.com

Place of Employment: Mooresville Middle School Available for Daytime Meeting: Yes No

Race: Black Sex: Male Age: 34

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: Master's Degree in History Education

In pursuit of Ph.D in Public Policy

Business and Civic Experience: Completed Concord 101 Program in Concord, NC

- Volunteers at local Boys & Girls Club

- Working on Political Campaign in Charlotte City Council Race

Areas of Expertise, interest, skills: Education, organizing, Planning

Why do you want to serve? I have a strong yearning to help my new community.

As a educator, I love being able to steer the next generation into productive citizens and this also includes those that are iserted and already contributing to society

Date: 2-14-19

Signature: Justin Phillip

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BOARDS/COMMISSIONS

ABC Board
Civil Service Board
Convention & Visitors Bureau
Statesville Housing Authority

Airport Commission
Community Appearance Commission
Historic Preservation Commission
Stormwater Advisory Commission

Board of Adjustment
Design Review Committee
Planning Board

Names of boards, commission or committee in which you are interested. Please list in order of priority:

Planning Board and Community Appearance Commission ; Board of Adjustment

Name: Jed Pidcock Home Phone: 740-707-3366

Home Address: 819 Radio Rd. Zip Code: 28677

Ward: _____

Occupation: Director Patient Experience and volunteer Resources, Fredell Health System

Business Phone: 704-878-4524 Email: jedpidcock@gmail.com

Place of Employment: Fredell Health System Available for Daytime Meeting: Yes No

Race: W Sex: M Age: 40

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: MBA - Healthcare

Business and Civic Experience: Past Board member - Ohio Society of Healthcare Consumer advocacy, Relay for Life, Habitat for humanity, Leadership Athens County, Spotlight Ball (women's Health Fundraiser)

Areas of Expertise, interest, skills: Healthcare, Rights and ethics, Business management

Why do you want to serve? Need to community, want to serve to improve where my child is being raised

Date 9-10-19

Signature: Jed Pidcock

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BOARDS/COMMISSIONS

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Civil Service Board
Convention & Visitors Bureau
Statesville Housing Authority

Airport Commission
Community Appearance Commission
Historic Preservation Commission
Stormwater Advisory Commission

Board of Adjustment
Design Review Committee
Planning Board

Names of boards, commission or committee in which you are interested. Please list in order of **priority**:

BOARD OF Adjustment

Name: Bill Winters Home Phone: 704-878-0033

Home Address: 225 Glenview RD W Zip Code: 28625

Ward: 1

Occupation: Retired

Business Phone: _____ Email: wintersbill79@gmail.com

Place of Employment: _____ Available for Daytime Meeting: Yes No

Race: W Sex: M Age: 69

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: _____

Business and Civic Experience: _____

Areas of Expertise, Interest, skills: _____

Why do you want to serve? _____

Date 5/15/20

Signature: Bill Winters

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City of Statesville Board of Adjustment
(As of December 5, 2019)

3 Year Terms, City Code 22-43, G.S. 160A-388 City Council Appointment

Meets 1st Tuesday of Month

David Steele (Chair) 449 Glen Eagles Road Statesville, NC 28677	(B) 704.768.3202 (H) 704.873.2754 davidsteele@jcsteele.com	6/30/2022
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Gurney Wike 150 Columbine Dr Statesville, NC 28625	(H) 704.873.7091 gurneywike@gmail.com	6/30/2021
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Bill Winters 225 Glen Eagles West Statesville, NC 28625	(H) 704.878.0033 (B) 704-871-7094 Wintersbill79@gmail.com	6/30/2020
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George Simon (Vice-Chair) 3313 Camden Road Statesville, NC 28625	(H) 704-872-0639 gsimonsez@att.net	6/30/2021
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Vacated by Larry Rosenfeld October 2019		6/30/2021
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Craig Morrow (ETJ Rep) 161 Timberbrook Lane Statesville, NC 28625	(H) 704.880.6634 onhismissionfield@gmail.com	6/30/2022
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Alternates:

Wilbert "Pete" Jones 1536 Yadkin St Statesville, NC 28677	(H) 704.500.2291 pete_jones@bellsouth.net	6/30/2021
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Vacated by Wayne Miller March 2020		6/30/2021
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Other Important Contacts

Vacant (Staff / Secretary)
(B) 704.878.3561
aventresca@statesvillenc.net

Brenda Fugett (Staff / Clerk)
(B) 704.878.3544
bfugett@statesvillenc.net

Leah Messick
Winthrop & Winthrop
706 Hartness Road
Statesville, NC 28677
(B) 704.873.2172

April Nesbit
(B) 704.878.3583
anesbit@statesvillenc.net

City Council Representative
David Jones
Statesville, NC 28687

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Sherry Ashley, Planning Director
DATE: June 01, 2020

ACTION NEEDED ON: June 15, 2020
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider appointing 2 regular members to the Design Review Committee.

Summary of Information: The following Design Review Committee (DRC) members' terms expire on June 30, 2020. These members continue to serve until new appointments are made:

Chuck Goode – Would like to be reappointed to the Committee (served 3 terms)
Bryan George - Would like to be reappointed to the Committee (served 3 terms)

There are no additional volunteer applications on file requesting to serve on the Design Review Committee.

Previous Council or Relevant Actions: City Council appoints members to the Design Review Committee on an annual basis for staggered terms. All members shall be residents of the city's planning and zoning jurisdiction or own a business within the same. The Design Review Committee is comprised of five members who specialize or have related experience in architectural design, construction, landscape architecture, city planning, or has a commitment to the redevelopment of downtown.

Budget/Funding Implications: Design Review Committee members are paid \$20 per meeting. These costs are accommodated in the Planning Department's budget.

Consequences for Not Acting: Mr. Goode and Mr. George would continue to serve until appointments are made.

Department Recommendation: Staff will work with all appointed members.

Manager Comments: No recommendation.

Next Steps: If appointed, notify appointees and provide training materials as necessary.

Attachments:

1. 2 Volunteer Applications
2. Design Review Committee Current Roster



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BOARDS/COMMISSIONS

- ABC Board
- Civil Service Board
- Convention & Visitors Bureau
- Statesville Housing Authority
- Airport Commission
- Community Appearance Commission
- Historic Preservation Commission
- Stormwater Advisory Commission
- Board of Adjustment
- Design Review Committee
- Planning Board

Names of boards, commission or committee in which you are interested. Please list in order of priority:

DESIGN REVIEW COMMITTEE

Name: CHUCK GOODE ^{CELL} Home Phone: 704 929 8150

Home Address: 327 AUGUSTA DR STATESVILLE Zip Code: 28625

Ward: _____

Occupation: RETIRED / ARCHITECT EMERITUS

Business Phone: N/A Email: _____

Place of Employment: N/A Available for Daytime Meeting: Yes No _____

Race: W Sex: M Age: 70

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: UNCC B.A. ARCHITECTURE - 4 YEAR

Business and Civic Experience: RETIRED / SELF EMPLOYED SINCE 1982

Areas of Expertise, interest, skills: HISTORIC PRESERVATION OF DOWNTOWN

Why do you want to serve? TO CONTINUE TO SERVE ON DRC AND THE PROGRESS OF DOWNTOWN GROWTH

Date: 5-28-20 Signature: Chuck Goode

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BOARDS/COMMISSIONS

ADC Board
Civil Service Board
Convention & Visitors Bureau
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Airport Commission
Community Appearance Commission
Historic Preservation Commission
Stormwater Advisory Commission

Board of Adjustment
Design Review Committee
Planning Board

Names of boards, commission or committee in which you are interested. Please list in order of priority.

DESIGN REVIEW COMMITTEE

Name BRYAN K GEORGE Home Phone 704.437.0356

Home Address 515 CARROLL STREET Zip Code 28617

Ward 5

Occupation: GENERAL CONTRACTOR

Business Phone 704.437.0356 Email BRYAN@BYGEORGECONSTRUCTION.COM

Place of Employment BY GEORGE CONSTRUCTION Available for Daytime Meeting Yes No

Race WHITE Sex M Age 52

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: BA IN SPEECH COMMUNICATIONS WPI CHAPEL HILL, STATESVILLE HIGH SCHOOL

Business and Civic Experience: FORMER PSC EXEC DIRECTOR, GENERAL CONTRACTOR, LOCAL ESTATE DRIVER

Areas of Expertise/interest/skills: BUILDING DESIGN AND RENOVATION, COMMERCIAL AND RESIDENTIAL

Why do you want to serve? MY EXPERIENCE AND KNOWLEDGE IS HELPFUL IN THIS AREA

Date 14 MAY 2020

Signature Bryan K George

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City of Statesville
Design Review Commission
3 Year Terms, City Code Appendix A, Article II, Section 20.16
Meets 2nd Thursday of Month
Appointed by City Council

Name	Address	Phone	Email	Appointed	Expiration
Chuck Goode - Chairman	327 Augusta Drive Statesville, NC 28625	704-929-8150 (C)	designassoc-chuck@outlook.com	6/19/2017	6/30/2020
Bryan George - Vice - Chair By George Homes, Inc.	515 Carroll Street Statesville, NC 28677	704-878-6887(H) 704-437-0355 (C)	bryan@bygeorgeconstruction.com	6/19/2017	6/30/2020
John Marshall Statesville Jewelry & Loan	232 Oakhurst Road Statesville, NC 28677	704-872-7203 (H) 704-873-7948 (W) 704-929-0118 (C)	jem@sjlco.com	6/17/2019	6/30/2022
Lisa McBane	P.O. Box 7137 Statesville, NC 28687	704-881-3595 (C)	lisamcbane3@gmail.com	6/18/2018	6/30/2021
Rebecca A. Jones	126 Columbine Drive Statesville, NC 28625	704-873-3407 (H) 704-872-0112 (W) 704-929-0364 (C)	rebeccajones@clr-properties.com	6/17/2019	6/30/2022
Doris Allison (Council)		704-873-6177	allisondoris2@gmail.com		
Marci Sigmon (Staff)		704-878-3578	msigmon@statesvillenc.net		
Brenda Fugget (Clerk)		704-878-3544	bfugget@statesvillenc.net		
Marin Tomlin DSDC Director	P.O. Box 205 Statesville, NC 28687	704-878-3436	mtomlin@downtownstatesvillenc.org		

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Sherry Ashley, Planning Director
DATE: May 28, 2020

ACTION NEEDED ON: June 15, 2020
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider appointing two regular members to the Planning Board.

Summary of Information: The following Planning Board members' terms expire June 30, 2020. These members continue to serve until new appointments are made:

Bernard Robertson - Would like to be reappointed to the Board (served 1 term)

Brian Long – Is not interested in re-appointment

There are 4 other active applicants on file for the Planning Board. They are Alisha Cordle, Dr. Joseph Glasgow, Justin Phillips, and Jed Pidcock. Their information, as well as the current Board Roster, is attached for your review.

Previous Council or Relevant Actions: City Council appoints members to the Planning Board on an annual basis for staggered terms. All members must reside in the city limits except for the ETJ representative who is appointed by Iredell County.

Budget/Funding Implications: Planning Board members are paid \$20 per meeting. These costs are accommodated in the Planning Department's budget.

Consequences for Not Acting: Mr. Robertson would continue to serve until an appointment is made. If no new appointments are made, there would be a vacancy on the Planning Board which could make achieving a quorum more difficult.

Department Recommendation: Staff will work with all appointed members.

Manager Comments: No recommendation.

Next Steps: Notify appointees and provide training materials.

Attachments:

1. 5 Volunteer Applications
2. Board Roster

City of Statesville Invites Statesville Residents to Volunteer for City Boards and Commissions!

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BOARDS/COMMISSIONS

(see back for list of Boards and Commissions)

ABC BOARD
CIVIL SERVICE BOARD
CONVENTION & VISITORS BUREAU
STATESVILLE HOUSING AUTHORITY

AIRPORT COMMISSION
COMMUNITY APPEARANCE COMMISSION
HISTORIC COMMISSION
STORMWATER ADVISORY COMMISSION

BOARD OF ADJUSTMENT
DESIGN REVIEW COMMITTEE
PLANNING BOARD

Names of boards, commission or committee in which you are interested. Please list in order of priority:

Statesville Housing Authority, Historic Commission, Planning Board

Name: Alisha Cordle Home Phone: 704-253-3828

Home Address: 217 Hartness Rd Statesville NC Zip Code: 28677

Ward: 4

Occupation: Program Coordinator / Qualified Professional for Intellectual and Developmentally Disabled

Business Phone: 704-873-5646 Email: A.Cordle@lifespan.org

Place of Employment: Lifespan Available for Daytime Meeting: Yes No

Race: White Sex: female Age: 30

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: BA - Lenior Rhyne University - major: History
Graduated Cum laude

Business and Civic Experience: management experience, Board member
Barth Creek Rotary, Chairperson Fredell County
Adult Collaborative

Areas of Expertise, interest, skills: Non-profit, human services, organizing,
event planning

Why do you want to serve? I have a passion for Statesville and would
love to help in any way possible.

Date: 12/28/2017

Signature: Alisha Cordle

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STATESVILLE HOUSING AUTHORITY

* AIRPORT COMMISSION
COMMUNITY APPEARANCE COMMISSION
HISTORIC COMMISSION
STORMWATER ADVISORY COMMISSION

BOARD OF ADJUSTMENT
DESIGN REVIEW COMMITTEE
* PLANNING BOARD

Names of boards, commission or committee in which you are interested. Please list in order of priority:

PLANNING ECONOMIC DEVELOPMENT BOARD - AIRPORT COMMISSION

Name: DR. JOSEPH CALAGHAN Home Phone: 704-397-6951

Home Address: 2921 E. Broad Street Statesville Zip Code: 28625

Ward: #1
Occupation: Adjunct Prof. Instructor Mitchell Community College

Business Phone: _____ Email: 856 downtown@att.net

Place of Employment: Mitchell Community College Available for Daytime Meeting: Yes ___ No ___

Race: AFRO-AMERICAN Sex: M Age: 68

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Education: PhD Global Int'l Bus

Graduate - Masters "Science and Administration"

Under Graduate - BS. Management & Economics

Business and Civic Experience: 28 Years 14 years Public Sector, Major Economic

Development - Municipal Government, 5 years in Private

Sector Fortune 500 Company. Technology Engineering.

Areas of Expertise, Interest, Skills: Strategic Planning, Operation Mgt. (10+ years in academic

Economic Development, Project Mgt, Process Improvement,

Business Development

Why do you want to serve? I would like to effectively to utilize my acquired

Knowledge & Experience in sharing the development of this

City in which I reside. I do believe that I have the require

skill sets to offer on the board/commission

Date 1/4/2018 Signature: _____

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CONVENTION & VISITORS BUREAU

STATESVILLE HOUSING AUTHORITY

AIRPORT COMMISSION

COMMUNITY APPEARANCE COMMISSION

HISTORIC COMMISSION

STORMWATER ADVISORY COMMISSION

BOARD OF ADJUSTMENT

DESIGN REVIEW COMMITTEE

PLANNING BOARD

Names of boards, commission or committee in which you are interested. Please list in order of priority:

Board of Adjustment

1) Statesville Housing Authority, 2) Planning Board, 3) Civil Service Board

Name: Justin R Phillip

Home Phone: 980-621-1725

Home Address: 1136 Brookshire Lane

Zip Code: 28677

Ward: N/A

Occupation: Teacher: MMS

Business Phone:

Email: Justin.Philips@gmail.com

Place of Employment: Mooresville Middle School

Available for Daytime Meeting: Yes No

Race: Black

Sex: Male

Age: 34

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: Master's Degree in History Education

In pursuit of Ph.D in Public Policy

Business and Civic Experience: Completed Concord 101 Program in Concord, NC

- Volunteers at local Boys & Girls Club

- Working on Political Campaign in Charlotte City Council Race

Areas of Expertise, interest, skills: Education, organizing, Planning

Why do you want to serve? I have a strong yearning to help my new community.

As a educator, I love being able to steer the next generation into productive citizens and this also includes those that are iserted and already contributing to society

Date: 2-14-19

Signature: Justin Phillip

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Convention & Visitors Bureau
Statesville Housing Authority

Airport Commission
Community Appearance Commission
Historic Preservation Commission
Stormwater Advisory Commission

Board of Adjustment
Design Review Committee
Planning Board

Names of boards, commission or committee in which you are interested. Please list in order of priority:

Planning Board and Community Appearance Commission
Name: Jed Bidcock Home Phone: 740-707-3366
Home Address: 819 Radio Rd. Zip Code: 28677

Ward: _____
Occupation: Director Patient experience and volunteer Resources, Fredell Health System
Business Phone: 704-878-4524 Email: jedbidcock@gmail.com
Place of Employment: Fredell Health System Available for Daytime Meeting: Yes ___ No ___
Race: W Sex: M Age: 40

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: MBA - Healthcare

Business and Civic Experience: Past Board member - Ohio Society of Healthcare Consumer advocacy, Relay for Life, Habitat for humanity, Leadership Athens County, Starlight Ball (women's Health Fundraiser)
Areas of Expertise, interest, skills: Healthcare, Rights and ethics, Business Management

Why do you want to serve? New to community, want to serve to improve where my child is being raised

Date: 4-10-19 Signature: Jed Bidcock

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Statesville Housing Authority

Airport Commission
Community Appearance Commission
Historic Preservation Commission
Stormwater Advisory Commission

Board of Adjustment
Design Review Committee
Planning Board

Names of boards, commission or committee in which you are interested. Please list in order of **priority**:

Name: Bernard Robertson Home Phone: 704-873-1758
Home Address: 531 Wm Front St Zip Code: 28677
Ward: 3

Occupation: retired

Business Phone: _____ Email: bernard.robertson57@yahoo.com

Place of Employment: _____ Available for Daytime Meeting: Yes No

Race: Black Sex: M Age 68

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: 1971 graduate statesville high school, AA degree from Mitchell College 1973, 1978 Catawba College, Additional Study at UNC Charlotte, studied at Institute of Government Chapel Hill

Business and Civic Experience: planning board, Irdeell county sports Hall of Fame Committee

Areas of Expertise, interest, skills: planning

Why do you want to serve? have a degree in Political Science studied urban planning in colleges

Date 5-14-2020 Signature: Bernard Robertson

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Planning Board

Meets 4th Tuesday of each month at City Hall

3 year terms, City Code Sec. 2-42, GS 160A-361,362

City Council Appointment Only, County members appointed by County Commissioners

<u>Name</u>		<u># of</u> <u>Terms</u>	<u>Term Expires</u>
Mark Tart, Chairman 305 Oakhurst Road Statesville, NC 28677 Appointed: 6/21/2010	(M) 704-902-0948 (H) (701-872-7800)	3	6/30/22
Bernard Robertson, 531 W Front St. Statesville, NC 28677 Appointed: 5/17/10	(H) 704-873-1858	1	6/30/20
Charlotte Reid 319 James Farm Rd Statesville, NC 28625	(H) 704-380-3877	2	6/30/22
Don Daniel 805 Stockton Street Statesville, NC 28677 Appointed: 6/3/2013	(H) 872-7267	3	6/30/22
Brian Long 436 West End Ave Statesville, NC 28677	(H) 380-2403 (B) 878-6677	1	6/30/20
Todd Lange 222 N. Mulberry Street	(H/B) 704-965-8763	1	6/30/21

3/2/2015

Statesville, NC 28677

County

Bo Walker	(B) 871-1111	2	6/30/21
Vice Chairman			
P.O. Box 9	(C) 704-437-1822		
Statesville, NC 28687			
Appointed: 2012			

Alternate

Roseta Williams	(B) 678-809-3990		6/30/21
530 W. Front St	(H) 803-543-1908		
Statesville, NC 28677			
Tammy Wyatt			
2519 Heritage Ct	(B) 704-878-4325		
Statesville, NC 28625	(H) 704-506-3998		6/30/22

Staff: Andrew Ventresca
Council Rep: William Morgan

CITY COUNCIL ACTION REQUEST

TO: Ron Smith, City Manager
FROM: Scott Harrell, Exec Director of Public Works / City Engineer
DATE: June 03, 2020

ACTION NEEDED ON: June 15, 2020
(Date of Council Meeting)

COUNCIL ACTION REQUESTED:

Consider appointing one new member and re-appointing four current members to the Stormwater Advisory Commission.

Summary of Information: Members of the Stormwater Advisory Commission serve three-year terms. There are currently two open spots on the commission, and the terms of four original members have expired. The following applications are attached for your review:

- David Reese – Served since 2016; would like to be re-appointed for a second term
- Steve Knight – Served since 2016; would like to be re-appointed for a second term
- Mary Katherine Harbin – Served since 2016; would like to be re-appointed for a second term
- Daniel Pope – Served since 2016; would like to be re-appointed for a second term
- Lenwood (Joe) Hudson – New applicant

Previous Council or Relevant Actions: The original stormwater advisory commission was appointed in December 2016.

Budget/Funding Implications: N/A

Consequences for Not Acting: Not approving these applicants will leave the SWAC with three voting members.

Department Recommendation: No comments.

Manager Comments: No recommendation.

Next Steps: If approved the applicants will begin / continue service on the SWAC immediately.

Attachments: 1. Applications

Stormwater Advisory Commission

Meets on the 3rd Thursday each month at 12:00 p.m. Members are appointed for 3-year staggered terms by City Council. This Commission is educated and knowledgeable about stormwater in Statesville so as to evaluate items associated with the City's NPDES/Phase II stormwater permit and related policies and improvements. This Commission brings a citizen's perspective to the Commission, City Staff and Council on related stormwater management issues as they affect stormwater quantity, quality, the City and its citizens.

Members

Mary Katherine Harbin
David Reese
Daniel Pope

Steve Knight
Charles Taylor
Janice Powell
Tim Johnson

Mark Taylor - Staff Liaison
Brian Long - Planning Board Liaison
Amy Lawton - Council Liaison

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CIVIL SERVICE BOARD
CONVENTION & VISITORS BUREAU
STATESVILLE HOUSING AUTHORITY

AIRPORT COMMISSION
COMMUNITY APPEARANCE COMMISSION
HISTORIC COMMISSION
STORMWATER ADVISORY COMMISSION

BOARD OF ADJUSTMENT
DESIGN REVIEW COMMITTEE
PLANNING BOARD

Names of boards, commission or committee in which you are interested. Please list in order of priority:

Stormwater Advisory Commission
Name: Kenwood (Joe) Hudson Home Phone: 704-873-6217
Home Address: 1021 The Glen St., Statesville, NC Zip Code: 28677
Ward: 5
Occupation: Retired/Director of Water Resources, Statesville
Business Phone: N/A Email: kenwoodjr@BellSouth.net
Place of Employment: N/A Available for Daytime Meeting: Yes No
Race: W Sex: M Age: 66

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: B.S. Environmental Health, Masters of Public Administration
Grade IV - NC Wastewater
Grade A - Surface Water Treatment, NC
Business and Civic Experience: 41 years in water & wastewater treatment
Planning Board, Fredell County

Areas of Expertise, interest, skills: Water & Wastewater Treatment

Why do you want to serve? To use my experience in operations and administration to the benefit of our city

Date: 11/18/19 Signature: [Handwritten Signature]

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Airport Commission
Community Appearance Commission
Historic Preservation Commission
Stormwater Advisory Commission

Board of Adjustment
Design Review Committee
Planning Board

Names of boards, commission or committee in which you are interested. Please list in order of priority:

STORM WATER ADVISORY COMM.

Name: DAVID F. REESE ^{MOBILE} Home Phone: 704-657-4180

Home Address: 813 ST. CLOUD DR., STATESVILLE NC Zip Code: 28625

Ward: 1

Occupation: PROFESSIONAL ENGINEER

Business Phone: 704-657-4180 Email: davidreese@cesicgs.com

Place of Employment: CESI Available for Daytime Meeting: Yes No

Race: WHITE Sex: M Age: 56

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Education: BS CIVIL ENG. CONSTRUCTION OPTION NC STATE 1986

Business and Civic Experience: STORM WATER Adv Comm

Areas of Expertise, interest, skills: CIVIL ENG / CONSTRUCTION

Why do you want to serve? ASK TO CONTINUE TO SERVE, WOULD LIKE TO CONTINUE TO CONTRIBUTE MY SKILL TO ADVANCING THE CITY OF STATESVILLE

Date: 5/18/2020 Signature:

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Historic Preservation Commission
Stormwater Advisory Commission

Board of Adjustment
Design Review Committee
Planning Board

Names of boards, commission or committee in which you are interested. Please list in order of **priority**.

STORMWATER, BOARD OF ADJUSTMENT, DESIGN REVIEW, PLANNING

Name: STEVE KNIGHT Home Phone 704-878-2996

Home Address 1507 MIT VERNON AVE, STATES Zip Code 28677

Ward 2

Occupation ENGINEER

Business Phone 704-878-2996 Email STEVE.KNIGHTPE@DURLSONTHIXBT

Place of Employment SELF Available for Daytime Meeting: Yes No

Race W Sex M Age 66

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Education: _____

Business and Civic Experience _____

Areas of Expertise, interest, skills SEE PREVIOUS APPLICATION

Why do you want to serve? _____

Date 5/18/2020

Signature Steve Knight

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ABC Board
Airport Commission
Board of Adjustment
Civil Service Board

Community Appearance Commission
Convention & Visitors Bureau
Design Review Committee
Stormwater Advisory Commission

Planning Board
Statesville Housing Authority
Historic Commission

Please list the names of Board, Commission or Committee in which you are interested List in order of priority:

Stormwater Advisory Commission

Name: Maria Katherine Haykin Home Phone: 828 317-7709
 Home Address: 3135 Camden Road, Statesville NC Zip Code: 28675
 Ward: 1 E-mail Address: mkhaykin@maymead.com
 Occupation: Highway Contractor Place of Employment: Maymead, Inc
 Business Phone: 704 872-6556 Available for Daytime Meeting: Yes No

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Race: White Sex: Female Age: 34
 Education: BA English and Political Science from Furman University

Business and Civic Experience: Maymead, Inc 2007-2016; Instructor @ Mitchell Comm. College 2010-2011; Member Rotary Club of Statesville, Friends of Fort Dobbs, BBT Advisory Board, Committee of 100, Past President of Habitat for Humanity; EEO officer, Maymead
 Areas of Expertise, Interest, Skills: Highway/Street Construction, Contract Administration, Project Management, Implementation of EEO and DBE policies, Government Relations

Why do you want to serve? To learn more and help implement the best infrastructure plans for the city of Statesville. Infrastructure improvements benefit the lives of all members of our community.

Date: 5/20/20 Signature: [Handwritten Signature]

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This form will remain active until THREE years after date received.



STATESVILLE CITY GOVERNMENT extends an invitation for all interested citizens of Statesville (and those residing in the extraterritorial planning jurisdiction) to volunteer their services to any of a number of boards and commissions which are appointed

A list of these boards and commissions appears below. From time to time, the mayor also appoints special citizen study committee and tasks force to deal with specific issues Please fill out this Volunteer Information and Interest Sheet if you're interested in volunteering. If you have questions about any of these boards, please call 704-878-3583. Your opinions are valued, your help is needed and Statesville welcomes your interest!

BOARDS/COMMISSIONS

ABC Board
Civil Service Board
Convention & Visitors Bureau
Statesville Housing Authority

Airport Commission
Community Appearance Commission
Historic Preservation Commission
Stormwater Advisory Commission

Board of Adjustment
Design Review Committee
Planning Board

Names of boards, commission or committee in which you are interested. Please list in order of priority.

Stormwater Advisory Commission

Name: Daniel B. Pope Home Phone: 704-201-4150

Home Address: 220 5th Creek Road, Statesville NC Zip Code: 28625

Ward: Ward 3 ← Business location (325 Myra Street, Statesville, NC)

Occupation: Commercial Roofing Contractor

Business Phone 704-708-8113 Email: d.pope@statesvilleroofing.com

Place of Employment: Statesville Roofing + Building Restoration Available for Daytime Meeting: Yes No

Race: W Sex: Male Age 52

Equal Opportunity Information: City government policy prohibits discrimination based on race, sex, creed, national origin, age or handicap. The information requested will in no way affect the interest you have expressed in serving the City of Statesville. Its sole use will be to see how well our appointment efforts are reaching all segments of the population.

Education: BS Earth Science - University of North Carolina Charlotte

BA Psychology - University of North Carolina Charlotte

Business and Civic Experience: Executive VP - Statesville Roofing + Building Restoration (since 1991) Third Generation
Chairman - Keep Irdeell Clean - Keep America Beautiful (s.v.a 2005) www.keepirdeellclean.com
Board member - Stormwater Advisory Commission (since Jan 2017)

Areas of Expertise, interest, skills: Understanding of our local River Basin. Knowledge of water quality issues. Ductwork + organization of stream cleaning events for over 20 years in our Area.

Why do you want to serve? I have been a member of the commission from the beginning in 2017. Our Environment has been an interest since my studies in the early 90's. I would like to continue to provide input from an environmental perspective. Balancing my business hat

Date 5/21/2020 Signature: [Signature]

The Statesville City Council sincerely appreciates the interest of all citizens in serving their City. For more information on the responsibilities of various boards, you may contact the City Manager's Office at 704-878-3583. Return form to the Deputy City Clerk, City Manager's Office, City of Statesville, PO Box 1111, Statesville, NC 28687-1111 or at anesbil@statesville-nc.net.

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**STORMWATER ADVISORY COMMISSION MEETING MINUTES
ZOOM MEETING
May 21, 2020**

Members present: Mary Katherine Harbin, Tim Johnson, Steve Knight, Dan Pope and David Reese

Council present: Amy Lawton

Staff present: Mark Taylor, Ray Allen, April Nesbit

Others: None

Mark Taylor called the meeting to order and introduced himself. He advised that Derek Slocum and Cinnamon Black are no longer with the City and this has left a void with the department. Ray Allen is the Storm Water Technician and has been wearing many hats. He thanked him for filling in with the many things he has been working on.

Ray Allen stated that two new employees have joined the Stormwater team. Brandon Lefever is the equipment operator and Wesley Valles is the skilled laborer.

Old Business

January 16, 2020 – meeting minutes were emailed to members for review.

Taylor stated that Amy Black with Jewell Engineering will be back for future meetings. She was inadvertently left off the call.

Commission Reappointments and New Candidate

The plan was to have this on the June 1 Council agenda. We were informed shortly before the meeting that it will be placed on the June 15th Council agenda.

Stormwater Utility Fee Search

We have a team of individuals going through the billing records to fill gaps left from the matrix provided by Jewell Engineering. The matrix missed some lots, and this is being corrected. We expect to see additional stormwater fees coming in once this is complete. We are working to confirm the single-family residential units (4,200) and some of these may stay the same. The billing will be adjusted moving forward and we will notify the owners of any changes. We are unsure of the number of commercial properties.

Maintenance Bond – Ordinance Revision

Allen stated that they are trying to do away with a perpetual bond and considering an installation bond for two (2) years. After a final inspection the bond would be refunded. The bond would be 30% of initially construction cost of the SCM. Reese stated that he has never seen a rule like this. Mecklenburg County makes you hold an escrow account for maintenance. He is unaware of any other town that holds the bond for two (2) years after completion.

Taylor stated that once they receive the CO, there will be a two (2) year performance bond to make sure they have the funds to maintain the property.

Reese stated that there is currently an annual inspection, and this should be a monthly inspection instead.

Johnson stated that we should try to have a level of consistency with other counties. Reese stated that he does not disagree with the escrow account. If the owner neglects to maintain,

they more than likely will not have the money to pay the City to maintain. We would end of having to file a lien against the property. They need have to have an escrow account and provide documentation that they have the funds to maintain the property. Reese stated that it would be good to mimic Mecklenburg County.

Corrugated Metal Pipe Use Consideration (ALT2) – Design Manual Change

Taylor state that some SCMs have requested corrugated metal pipe that is not being accepted per the current design manual change. We are considering a change to the design manual and would like feedback. Reese stated that he would not allow any of this type of pipe because of the life expectancy. Pope and Johnson agreed.

Pope would like to know if other communities are allowing this type of pipe. He would also like to know if there are new innovations with this type of pipe.

Reese stated that he feels like they are requesting this for cost savings, and it would cause too many problems over time. The pipe is not substantially cheaper.

Knight stated that it could be changed and looked at on a case by case basis, but it would cause more work for the department.

Allen stated that the appeal process currently goes to the Board of Adjustment for a variance. He questioned if this should be brought to this Commission instead. Johnson stated that he is on the BOA for the County. They hold quasi-judicial hearings for the variance. Knight asked if the members of SWAC could be considered expert witnesses, or if the SWAC could handle quasi-judicial hearings. He does not feel that the Board of Adjustment has the experience with stormwater to handle these types of requests. Allen advised that he would ask the City Attorney to look into adding a provision that BOA should inquire information from SWAC.

IDDE Ordinance and Tail Ditch Policy

Allen stated that the IDDE Ordinance and Tail Ditch Policy was introduced at the 5/18/20 Council Meeting. If anyone has comments, please send them to his and Scott Harrell's attention.

Other Business

Allen stated that the City is still expecting an audit from the state. They will provide a one-month notice to prepare.

Allen provided an update on mapping of outfalls and inspections.

Reese asked if the City is looking for a new Stormwater Director and if the consultants from Jewell would be used going forward. Allen stated that they have backed off from using consultants. There are several applicants for the Stormwater Director position and management should start looking to hire in the next month or so.

Next Meeting

Allen stated that it was previously decided for the commission to meet bi-monthly. Lawton stated that there is much talk with Council about stormwater and the program. She feels that the meetings should be monthly. Reese stated that until properly staffed, the Commission needs to meet regularly to direct the staff. Allen stated that the next meeting would be June 18th and details would be provided closer to the date.

Technical Review Committee
Site Plan Review Comments
May 06, 2020

American Renaissance School (ARS) – Site Plan – 205 S. Tradd Street

The TRC has reviewed the ARS site plan for the new building to be located at 205 S. Tradd St. The site plan was approved contingent upon the following revisions or information being provided on an updated site plan. The applicant must submit two full size copies of the revised plans and a digital copy.

1. Water Department needs more detail: type of pipe and sizes on meters and BFA.
2. Fire line also needs the size and type of pipe and DI pipe before BFA at least 5' past 2nd riser on RPDA.
3. Statesville Electric is serving the site and is good with plan.
4. Make sure the details are from pre-approved specifications
5. No grease trap is required at this time
6. Statesville Fire: Applicant needs to plant a different type tree along the drive to keep the path clear. The City Arborist suggested using Hornbeams.
7. Planning Department: Street trees need to be added on the Tradd Street side
8. The retaining wall material must be approved by the Downtown Design Review Committee.
9. Final Stormwater approval is needed.

John Woodie – Two Small Additions – 1836 Shelton Avenue

This item was removed from the agenda.

Cadence - Revised MF Site Plan - Simonton Road

The TRC has reviewed the site plan for the new senior apartments, Cadence Statesville, located on Simonton Road. Cadence was approved contingent upon revision of the following comments and attachments; however, the following comments/revisions will be required before final zoning is released. This Site Plan will be seen by the Planning Board on May 26, 2020. The applicant must submit two revised sets of plans and a digital copy of the final approved plan to Elaine Anthony.

NCDOT - No comments.

Water/Sewer - Remove IWC from water plans. What is the size and type of all the water and sewer lines? Will you need NCDOT encroachment approval for the sewer line going under Simonton Rd? Also, will the sewer line need to be encased? There needs to be standard curb

and gutter from the driveway to the property line. Has anyone spoke to NCDOT about a left turn in? Staff will need to be on site when you make water/sewer taps.

Ray Allen – Stormwater - Additional comments may be necessary following review of the O&M Agreement:

1. Please provide a narrative for the stormwater design and assumptions.
2. Please provide a plan that shows the drainage areas from the site including the 20-foot-wide stormwater easement from the 2005-SUBD-01 project at the 10' Type B buffer and all off-site drainage that will flow to the SCM.
3. Please provide a copy of the USGS Quad Map with project limits delineated.
4. Please ensure corner pins, monuments and property line dimensions are clearly shown. Please check the meets and bounds of Sussex Ct against the County tax map. Please correct the PIN on the grading plan. C-4.0
5. Label and show the concrete washout location on the E and S plan and note detail provided.
6. Please indicate the location of grease collection. Will there be secondary containment? Show how drainage from the trash collection area will flow to the SCM.
7. Please provided the NCGO1 plan.
8. Please provide SWMPP letter with all approvals.
9. Provide a County approved E and S plan.
10. Stormwater Easements must be clearly labeled including the 10-foot easement at the bottom of the SCM slopes.
11. Please show that drainage from the trash enclosure area is contained by curbing or grading is provided to direct flow away from stormwater catch basins.
12. It appears an intensity of 6.9 in./hr. was used (pg. 3 of calcs), but no units were given. 12-inch pipes are proposed. Calculations were not provided for gutter spread. Please provide calculations that demonstrate conformance with the Statesville Drainage Design Manual (e.g. intensity of 4in./hr. design for inlets, minimum pipe diameter of 15 in, gutter spread calculations, 100-year routing of storm network).
13. It is unclear what storm the velocity was calculated for. Please clarify in narrative and calculations.
14. Show that pipe velocity is less than 10ft/s. DI-106 is over 10ft/s. Please revise pipe sizes, slopes, and velocities to conform with the Statesville Drainage Design Manual.
15. Routing of the 100-year storm was not performed. Please demonstrate routing of the 100-year design storm through the system does not inundate finished floor elevations.
16. Please demonstrate 2 ft of cover on all stormwater pipes. See driveway in the provided pipe table C-5.0.
17. Please provide flows for the northwest drainage area.
18. Please demonstrate separation from the seasonal high-water table per Sand Filter MDC 1. Sand should cover the entire bottom of the sand chamber per Sand Filter MDC 6. Consider a layer of choking stone and Geotech fabric around the underdrain to prevent clogging. Expand the maintenance and access easement to extend 10' off of the extents of grading for the SCM per General MDC 8.
19. Please provide a letter and map from a qualified environmental consultant to show wetlands and streams (or lack thereof) on the property.
20. Please provide an Operations and Maintenance Agreement. Reference the O&M Agreement on the plat. Include a note in the Agreement and on the plat for the estimated annual maintenance cost for the SCM, provide a copy of the bond or letter of credit with account details and the SCM maintenance schedule and responsibility in the O&M.

21. Please label the width of all SW easements on the plat.
22. Please add a note on the grading plan showing the pre and post construction Equivalent Residential Units (ERUs).
23. Please include the City Stormwater Division in any pre-construction meeting on-site. Storm Drainage Plan Notes should include language: "Call Stormwater Program Manager at 704-761-2376 72 hours before stormwater features are to be installed for site inspection and when SCMs are converted to permanent facilities".