Agenda
Town of Mooresville
Board of Commissioners
August 4, 2025
6:00 PM - Mooresville Town Hall

1. **Public Comment**

2. **Call to Order**

3. **Invocation and Pledge of Allegiance**

4. **Presentations**

   4.a Occupational Safety and Health Association Safe + Sound Week Proclamation

5. **Manager's Report**

6. **Adjustments to the Agenda**

7. **Consent Agenda**

   7.a Consider a request from the Finance Department to approve a Resolution adopting the following adjustments to the Town Tax Scroll for 2025.
   Releases: $1,090.48
   Additions: $18,766.89
   Releases: $367,007.69

   Strategic Priority Area: Supporting Financial Sustainability Through Purposeful Governance
   Goal: Implement best practices in all aspects of financial management

11 - May Resolution.pdf
11 - May.pdf

7.b Consider a request from the Clerk's Office to adopt a Resolution approving the adoption of the Town of Mooresville Travel Policy by the Mooresville ABC Board for use by the ABC Board members and employees.

The North Carolina ABC Commission requires that the local ABC Board annually obtain approval from the appointing authority to adhere to their local government travel policy and annually provide the Commission a copy of this approval per G.S. 18B-700(g2).

Strategic Priority Area: Supporting Financial Sustainability Through Purposeful Governance
Goal: Implement best practices in all aspects of financial management

AP-FIN-001 Travel Policy.pdf
Resolution_for_ABC_to_Adopt_Town_Travel_Policy_07.23.2025__legal_edits_.pd

7.c Consider a request from the Clerk's Office to adopt a Resolution approving a contract between the Mooresville ABC Board and the Town of Mooresville Police Department for law enforcement coverage.

In accordance with G.S. 18B, the ABC Board is required to either hire an ABC law enforcement officer or contract for ABC law enforcement with a local law enforcement agency and to expend at least 5% of profits for ABC law enforcement. This item is to update the contract between the Mooresville ABC Board and the Town of Mooresville Police Department.

Strategic Priority Area: Safety and Community Well-Being for All
Goal: Enhance emergency response preparedness

ABC Law Enforcement Contract 07.23.2025.pdf
Resolution_for_ABC_Law_Enforcement_07.23.2025__legal_edit_.pdf

7.d Consider a request from the Engineering Department to adopt a Resolution to amend Contract #24-333 U-6239 East West Connector Phase I with K. West Group LLC to perform exploratory excavation to locate existing underground utilities and storm drain systems as directed by the Engineer in the amount of $38,250.00. Contract #25-852

To perform exploratory excavation to locate existing underground utilities and storm drain systems as directed by the Engineer. This work will allow minor adjustments to be made prior to the installation of proposed storm drain systems and other items of work to alleviate conflicts.

Strategic Priority Area: Future Ready Infrastructure For Thoughtful Growth
Goal: Implement adopted infrastructure plans
Goal: Focus resources on transportation improvements

K._West_Group__LLC__ConSummary_6128_Jul_17_2025__1_.pdf
K._West_Group__LLC__ConResAmend_6128_Jul_17_2025__1_.pdf
K. West Group, LLC Amend 6128 Jul 17 20251.pdf

7.e Consider a request from the Engineering Department to adopt a Resolution to amend Contract #25-12 NC150 Sinkhole Repair Design with Rummel, Klepper & Kahn LLP for project management & administration services related to detailed workplan for Brownfields Program to include field sampling and testing in the amount of $77,775.68 Contract #25-849

Project management & administration services related to detailed workplan for Brownfields Program to include field sampling and testing at the NC150 Sinkhole site.

SPA: Future Ready Infrastructure for Thoughtful Growth
Goal: Encourage flexibility to optimize and preserve resources

Rummel__Klepper___Kahl__LLP__ConSummary_6125_Jul_22_2025.pdf
RK_K_Amendment_3_NC_150_Sinkhole.pdf
Rummel__Klepper___Kahl__LLP__Amend_6125_Jul_22_2025.pdf

7.f Consider a request from the Facilities Maintenance Department to adopt a Resolution to amend Contract #25-486 Moor Park Renovation - Phase 1 with G. L. Wilson Building Company for sewer revisions and material disposal in the amount of $25,958.90. Contract #25-835

Contract #25-835 will allow the execution of two change orders to the original scope of work for Contract #25-486 Moor Park Renovations - Phase 1. These change orders are for sewer revisions to include the relocation of existing manhole to coordinate sewer line debris and material removal at SWP and for the removal and disposal of debris, brick and other material at the location of the new SWP.

Strategic Priority Area: Individual and Community Economic Vitality
Goal: Foster strategic partnerships for economic prosperity

G.L._Wilson_Building_Company__ConSummary_6103_Jul_08_2025.pdf
G._L._Wilson_Building_Company_Resolultion_Amend.pdf
G.L._Wilson_Building_Company__Amend_6103_Jul_08_20251.pdf

7.g **Consider a request from the Facilities Maintenance Department to adopt a Resolution to amend Contract #24-588 Cornelius Road park Phase II with G. L. Wilson Building Company for the execution of Change Orders #021 and #022 in the amount of $123,189.00 and approve the associated budget amendment in the amount of $41,632. Contract #25-853**

Change Order #021 in the amount of $52,682.30 for additional contract scope along Cornelius Road to include: extend existing RCP East of entrance drive, remove trees that are in the toe of the slope to be replanted with Maples, extend existing RCP West of entrance drive and replace headwall and remove and relocate driveway pipe located inside fill slope, rework ditch line and stone drive. Change Order #022 in the amount of $70,506.70 for the remobilization to complete the Cornelius Road widening portion of the contract scope.

Strategic Priority Area: Safety and Community Well-Being for All
Goal: Implement adopted quality of life plans

G.L._Wilson_Building_Company__ConSummary_6130_Jul_17_2025__1_.pdf
Amendment_Resolution__3_.pdf
G.L._Wilson_Building_Company__Amend_6130_Jul_17_2025__1_.pdf
Cornelius_Road_Park_Phase_II_Amendment_4_08.04.25_Construction_change_o_widening_and_turn_lane.pdf

7.h Consider a request from the Finance Department to adopt a Resolution to approve Master Vendor Agreements with the following vendors:

25-556 Bolton & Menk - Professional Services
25-558 Rummel, Klepper & Kahl, LLP - Professional Services
25-572 Exult Engineering - Professional Services
25-760 Paul Handyman Services LLC - HVAC Repair Services
25-761 Paul Handyman Services LLC - Glass Replacement Services
25-762 Paul Handyman Services LLC - Painting Services
25-772 Rangeline Tapping Services, Inc - Valve Insertion/Pipe Tapping Services
25-798 Jenkins Electric Co - Electrical Services
25-809 Sky Clean Inc - Pressure Washing Services
25-810 P&P Service Group Corp - Pressure Washing Services
25-811 Sergeant Kleenswell LLC - Pressure Washing Services
25-812 Nations Roof of Carolina, LLC - Roof Repair Services
25-814 Radco Construction Services Inc - Roof Repair Services
25-815 Carolina Commercial Roofing Inc - Roof Repair Services
25-818 Disability Access Consultants, LLC - Professional Services
25-823 Paul Handyman Services LLC - Door Repair Services
25-842 The Ferguson Group, LLC - Grant Writing Services

Request for approval of Master Vendor Agreements with various vendors to perform work throughout the Town of Mooresville on an as needed basis.

Strategic Priority Area: Supporting financial sustainability through purposeful governance.
Goal: Implement best practices in all aspects of financial management.

Master Services Agreement DRAFT EXAMPLE.pdf
Resolution_to_Approve_MVAs_080425__2___legal_edits_.pdf

7.i Consider a request from the Finance and Fleet Departments to adopt an ordinance to amend the budget by appropriating funds from the General Capital Investment Fund and the Fleet Fund to create the Heavy Equipment Project Fund and to adopt four corresponding capital project ordinances for the purchase of fire apparatus.

The Heavy Equipment Project Fund is being developed to more efficiently account for the purchase of heavy equipment such as Fire apparatus and Sanitation Equipment due to acquisition of apparatus now taking several years. The four Heavy Equipment project ordinances included in this item are for the four fire apparatus that have already been budgeted. Approving this amendment will consolidate the remaining amounts that have already been budgeted for each vehicle and its accompanying equipment into one line for each apparatus.

Strategic Priority Area: Supporting Financial Sustainability Through Purposeful Governance
Goal: Implement best practices in all aspects of financial management

Ordinance_-_Budget_Amendment_08.04.25_4_Heavy_Equipment_Projects__legal_.pdf
Heavy_Equipment_08.04.25_Pierce_Enforcer_Pumper_FY24__legal_edits_.pdf
Heavy_Equipment_08.04.25_Pierce_-_Tiller_Fire_Truck_FY25__legal_edits_.pdf
Heavy_Equipment_08.04.25_Hazardous_Materials_Truck_Replacement_FY25__l

7.j Consider a request from the Finance and Engineering Departments to approve an ordinance to appropriate reserve from the General Capital Reserve in the amount of $59,396 to the NC 115 and NC 150 Intersection Improvements Capital Project Budget Ordinance. This appropriation will cover two invoices from NCDOT for $10,364 to cover the match portion that exceeded original estimated costs and an invoice from Duke Energy for the cost of changes to company owned facilities to accommodate the Town's widening of HWY 150/115.

Priority Area: Future Ready Infrastructure for Thoughtful Growth
Goal: Focus resources on transportation improvements

NC_115_and_NC_150_Amendment_8_08.04.25__legal_edits___1_.pdf

7.k Consider a request from the Finance Department to adopt a Resolution approving an installment financing contract and a Deed of Trust and the delivery thereof and providing for certain other related matters.

Strategic Priority Area: Supporting Financial Sustainability Through Purposeful Governance
Goal: Identify and implement alternative funding sources/opportunities

Approving_Resolution_-_Mooresville_2025_LOBs__taxable_and_tax-exempt_.pdf

7.l Consider a request from the Fleet Department to adopt a Resolution approving the purchase of two replacement Sanitation vehicles through Carolina Environmental Systems, Inc. under the North Carolina Sheriffs Association Contract #26-10-0422 in the amount of $560,908.00; and one replacement Sanitation vehicle from Carolina Environmental Systems, Inc. under Sourcewell Contract #110223-THC in the amount of $218,938.00 and; the purchase of two replacement Sanitation vehicles from Excel Truck Group in the amount under North Carolina Sheriffs Association Contract #26-08-0421R/25-09-0423 in the amount of $781,252.72 for a combined total of $1,561,098.72.

This item is for two leaf trucks and a rear loader that are built and ready to be purchased. Additionally, it covers two side loaders for which the chassis are built and will be delivered straight to the body manufacturer for upfitting before the Town takes delivery.

Strategic Priority Area: Operational Excellence
Goal: Provide quality customer experience for both internal and external customers

Fleet_Purchase_Resolution_080420256.pdf Document_250722_104007.pdf
Quote - Amick to Mooresville - 20250716.pdf Quote -
Amick to Mooresville - 20250716.pdf
Mooresville_Leaf_Trucks_NCSA_2025__23_.pdf
Mooresville_20yd_PT1000_2025.pdf
CES-_HEIL-SOURCEWELL_-_DEALER_AUTHORIZATION_LETTER__2025-110223-THC.pdf
Town_of_mooresville.pdf

7.m Consider a request from the Legal Department to adopt a Resolution to amend BP-ADM-010 by expanding the delegation authority of the town manager to include authorization to delegate contract approval and execution authority to the Chief Financial Officer for contracts under $50,000.00.

This resolution would amend board policy BP-ADM-010 by expanding the delegation authority to include delegation of contract approval and execution authority to the Chief Financial Officer for contracts under $50,000.00.

Strategic Priority Area: Supporting Financial Sustainability Through Purposeful Governance
Goal: Implement best practices in all aspects of financial management

RESOLUTION_TO_AMEND_BOARD_POLICY_BP-ADM-010.pdf

7.n Consider a request from the Legal Department to adopt an Ordinance to repeal Chapter 4 and Chapter 7 of the Town of Mooresville Code of Ordinances to align the Town Code with current North Carolina law and standard Town practices.

Strategic Priority Area: Operational Excellence
Strategic Priority Goal: Provide quality customer experience for both internal and external customers

Ordinance_Repeal_Ch._4_and_7__2025_.pdf

7.o Consider a request from the Legal Department to adopt a Resolution to amend the Rules of Procedure for the Town of Mooresville Board of Commissioners. The proposed rule amendment provides clarity for the adoption of development regulation ordinances and plan consistency statements in accordance with state statutes and will address an ambiguity in the rules for instances when a proposed development regulation ordinance has not received an approval, but has not otherwise been denied.

Strategic Priority Area: Operational Excellence
Strategic Plan Goal: Commit to continuous innovation

Draft_Resolution_for_ROP_Update.pdf
Town Board Rules of Procedure 4th Edition - amended 08-04-2025 - redlined.docx

7.p Consider a request from the Police Department to adopt a Resolution to accept a Governor's Highway Safety Program Traffic Unit Expansion Grant - Year 4. There is a match in the amount of $132,495 required by the Town.

Grant to support the fourth year of a four year project to expand the MPD traffic unit by two additional traffic officers dedicated to highway safety activities by providing funds to assist in continuing two officers' salaries, fringe benefits, and some specified travel and training

Strategic Priority Area: Supporting Financial Sustainability Through Purposeful Governance
Goal: Identify and implement alternative funding sources/opportunities

Resolution Year 4 GHSP.pdf
GHSP agreement of conditions.pdf
GHSP Resolution.pdf

7.q Consider a request from Public Utilities to issue a Purchase Order under the Master Services Agreement with Utility Service Co., Inc. contract in an amount not to exceed $216,495.65 for annual inspection and maintenance of the Town's elevated and ground finished potable water storage tanks. Agiloft Contract #23-59

Annual inspection and maintenance of elevated and ground storage water tanks which includes checking for rust, damage, or other necessary repairs, periodic interior washouts and painting. This is a 10 year contract.

Utility_Service_Company__Inc__ConSummary_2801_Jul_11_2025.pdf
Suez Cost Letter FY26.pdf
Utility_Service_Company__Inc__ConRes_2801_Jul_11_2025.pdf

7.r Consider a request from the Water Resources Department to adopt a Resolution amending the Agreement for Professional Services with WithersRavenel, Inc., for the Dye Creek Sewer Interceptor Replacement Project. This amendment would increase the not to exceed amount of the agreement by $95,480 from $117,650 to $213,130 in order to provide design and regulatory services for stream stabilization in the vicinity of active sewers within the project area, and at another location behind the Mooresville High School football stadium.

The need for this additional design was identified during survey work for the project, and during routine easement maintenance behind the high school. Contract #25-855

Strategic Priority Area: Future Ready Infrastructure for Thoughtful Growth
Goal: Implement adopted infrastructure plans
Withers_Ravenel__Inc.__ConSummary_6132_Jul_22_2025.pdf
WithersRavenel__Inc._Amendment_Resolution_.pdf
WRE_Dye_Creek_Project_Amendment_1__legal_edits_.pdf

8. Regular Agenda

8.a Consider a request from the Planning Department/Water Resources Department to adopt an Ordinance approving the Annexation Boundary Agreement between the Town of Mooresville and the Town of Troutman.

The Annexation Boundary between the Town of Mooresville and the Town of Troutman has been revised as reflected in a new agreement.

Strategic Priority Area: Future Ready Infrastructure for Thoughtful Growth
Goal: Approach projects with an emphasis on interdisciplinary coordination

Ordinance_approving_annexation_agreement_-_2025.pdf
2025 Mooresville-Troutman Annexation Agreement 2025 AK Edits - STC edits - CLEAN copy.pdf

8.b Consider a request from the Planning & Community Development Department to adopt an Ordinance for Conditional Rezoning Request CZ-2025-12 for a 9.88-acre site located at Oates Road (Overhill Storage), PIN#4647787024.

Boat Land Development, LLC is seeking rezoning from Community Commercial (CC) to Conditional Community Commercial (C-CC) for a 9.88-acre site located on Oates Road (PIN# 4647787024). The purpose of this request is to allow development of Mini-Warehousing and Flex Retail/Industrial.

Strategic Priority Area: Individual and Community Economic Vitality
Goal: Assist sustainable business growth by leveraging local strengths and identifying new market opportunities for expansion
CZ-2025-12 TB Packet.pdf
Draft_Ordinanc_CZ-2025-12.pdf

8.c Consider a request from the Planning and Community Development Department to adopt an Ordinance for Rezoning Request RZ-2025-03 for a 4.07-acre site located at Connector Road, PIN# 4658830798.

Carolyn L. Ketchie is seeking rezoning from Residential Limited Services (RLS) to Hybrid Light Industrial (HLI) for a 4.07-acre site located on Connector Road (PIN# 4658830798). The purpose of this request is by right rezoning requested for future light industrial uses.

Strategic Priority Area: Individual and Community Economic Vitality
Goal: Assist sustainable business growth by leveraging local strengths and identifying new market opportunities for expansion

RZ-2025-03 TB Packet.pdf
Draft_Ordinance_RZ-2025-03__4_.pdf

8.d Consider a request from the Planning and Community Development Department to adopt an Ordinance for Voluntary Annexation request AX-2025-10 for a 4.07-acre site located at Connector Road, PIN# 4658830798.

Hold a public hearing to consider a Voluntary Annexation and Utility Extension request from Carolyn L. Ketchie (AX-2025-10) for a 4.07-acre site located on Connector Road (PIN# 4658830798).

Strategic Priority Area: Individual and Community Economic Vitality
Goal: Support development of housing, employment, and educational choices to support economic sustainability
AX-2025-10 TB Packet.pdf
AX-2025-10 Connector Rd Ord_Desc_Plat_Cert 07.22.2025.pdf

8.e Consider a request from the Planning and Community Development Department to adopt an Ordinance for a voluntary annexation and utility extension request (AX-2025-05) for a 1.16-acre site at 1316 Mecklenburg Highway- PIN# 4656116373.

Arturo Barraza and Luz Ramirez Barraza are seeking Voluntary Annexation and Utility Extension for a 1.16-acre site at 1316 Mecklenburg Highway (PIN# 4656116373). The purpose of this request is an emergency utility connection of single-family home.

Strategic Priority Area: Safety and Community Well-Being for All
Goal: Implement adopted quality of life plans

Staff Report Packet AX-2025-05_1316 Mecklenburg.pdf AX-2025-05
1316 Mecklenburg Hwy Ord_Desc_Cert 07.22.2025.pdf

8.f Consider a request from the Planning and Community Development Department to adopt an Ordinance for Annexation request AX-2025-07 for a 4.697-acre site located at 754 Oakridge Farm Highway (PIN#s: 4668404551 and 4668405727).
Hold a public hearing to consider a Voluntary Annexation and Utility Extension request from All About You Holdings, LLC, (AX-2025-07) for a 4.697-acre site located at 754 Oakridge Farm Highway (PIN#s: 4668405727 and 4668404551).

Strategic Priority Area: Individual and Community Economic Vitality
Goal: Support development of housing, employment, and educational choices to support economic sustainability

AX-2025-07 Town Board Staff Report Packet.pdf AX-2025-07 754
OakridgeFarm Hwy Ord_Desc_Plat_Cert v.2 07.22.2025.pdf

8.g Consider a request from the Planning and Community Development Department to adopt an Ordinance approving Text Amendment TA-2025-05: Amendment to the Unified Development Ordinance (UDO) to create a use and definition for Cat Café.

Consider Text Amendment 2025-05 (TA-2025-05) amending the Unified Development Ordinance (UDO) to create a use and definition for cat café.

Strategic Priority Area: Individual and Community Economic Vitality
Goal: Assist sustainable business growth by leveraging local strengths and identifying new market opportunities for expansion

Staff Report Packet TA-2025-05_Cat Cafe.pdf
PB_Draft_Ordinance_TA-2025-05_A_Cat_Cafe.pdf
PB_Draft_Ordinance_TA-2025-05_B_Cat_Cafe.pdf

8.h Consider a request from the Planning and Community Development Department to approve Resolutions Scheduling Public Hearings for Land Use Items.

Consider scheduling a public hearing(s) for land use items for the applications listed in the staff report.

Strategic Priority Area: Individual and Community Economic Vitality
Goal: Support development of housing, employment, and educational choices to support economic sustainability

Staff Report - Public Hearing Schedule v.2.pdf
2025_Resolution-_Fixed_Public_Hearings v.2.pdf
Annexation_Resolution-_Fixed_Public_Hearing__contig and non contiguous v.2.pdf
AX-2025-02 Ridge Ave COS_Pet_Plat_Desc.pdf
AX-2025-06 287 Alcove Rd COS_Plat_Desc_Pet.pdf
AX-2024-08 Mooresville Technology Park Cert_Pet_Plat_Desc.pdf

8.i Consider a request by the Experience & Engagement Department to approve the first reading of the Ordinance to permanently expand the boundaries of the Downtown Mooresville Social District and an Ordinance to temporarily expand the boundaries of the Downtown Mooresville Social District on September 13, 2025 from 4-9 p.m. for the Bands, Brews & BBQ Festival.

This item will include a permanent and a temporary expansion to the Mooresville Downtown Social District. The permanent expansion will include the Mill One area into the Social District. The temporary expansion will include Liberty Park on September 13, 2025 from 4-9 p.m. for the Bands, Brews & BBQ Festival.

Strategic Priority Area 1: Safety and Community Well-being for All
Strategic Plan Goal: Explore and execute inclusive events to connect communities
Strategic Priority Area 2: Operational Excellence

Strategic Plan Goal: Provide quality customer experience for both internal and external customers

Social_District_Expansion_Ordinance__7-7-25_legal_edits.pdf
Social_District_Temporary_Expansion_Ordinance__7-7-25___legal_edits_.pdf

9. New Business

10. Closed Session

Consult with Attorney- G.S. 143-318.11(a)(3)
Economic Development- G.S. 143-318.11(a)(4)
Acquisition of Property - G.S. 143-318.11(a)(5)
Personnel- G.S. 143-318.11(a)(6)

11. Adjourn

Americans with Disabilities Act (ADA) Statement

It is the policy of the Town of Mooresville that all Town public meetings and Town-sponsored public meetings and events are accessible to people with disabilities and to those with difficulties understanding the English language. If you need assistance in participating in this public meeting due to a disability as defined under the Americans with Disabilities Act (ADA), or need other translative services, please call the Town Clerk's Office at 704-662-3131 or jcrosby@mooresvillenc.gov, or the Town ADA Coordinator at 704-799-4074 or cmckenzie@mooresvillenc.gov, at least three (3) business days prior to the scheduled meeting or event to request an accommodation.

RESOLUTION TO ADJUST TOWN OF MOORESVILLE TAX SCROLL FOR 2025

WHEREAS, the Town of Mooresville ("Town") has appointed the Iredell County Tax Collector as the Town Tax Collector pursuant to North Carolina General Statute § 105-349; and

WHEREAS, pursuant to North Carolina General Statute § 105-319, a tax scroll is prepared every year for the Town of Mooresville; and

WHEREAS, based on the information provided by the Iredell County Tax Collector acting in his position as the Town Tax Collector, an adjustment to the Town tax scroll for 2025 is necessary in the following amounts:

1. Releases: $1,090.48
2. Additions: $18,766.69
3. Vehicles: $367,007.69

NOW, THEREFORE, BE IT RESOLVED that the Town of Mooresville Board of Commissioners hereby adjusts the Town of Mooresville tax scroll for 2025 by the following amounts:

1. Releases: $1,090.48
2. Additions: $18,766.69
3. Vehicles: $367,007.69

RESOLVED, this the _____ day of _____, 20_____.

_____
Mayor

Attested by:

_____
Town Clerk

RUN DATE: 5/30/2025 5:06 PM

COLLECTIONS ACTIVITY TOTALS REPORT FOR MAY 2025
IREDELL COUNTY
ACTIVITY FROM 05/01/2025 THRU 05/30/2025

CI03 MOORESVILLE ADDITIONS

Tax Year	ADVL	PEN	SUBTOTAL	DOWNTOWN	PEN	ADVT	INT	DMV	TOTAL
2015									
2016									
2017									
2018									
2019									
2020									
2021									
2022									
2023									168.68
2024	168.68		168.68						18,598.01
2025	15,428.28	3,169.73	18,598.01						18,766.69
TOTALS:	15,596.96	3,169.73	18,766.69						

RUN DATE: 5/30/2025 5:06 PM

COLLECTIONS ACTIVITY TOTALS REPORT FOR MAY 2025
IREDELL COUNTY
ACTIVITY FROM 05/01/2025 THRU 05/30/2025

GI03 MOORESVILLE RELEASES

Tax Year	ADVL	PEN	SUBTOTAL	DOWNTOWN	PEN	ADVT	INT	DMV	TOTAL
2015									
2016									
2017									
2018									
2019									
2020									
2021									
2022									
2023									1,090.48
2024	993.76	96.72	1,090.48						
2025									1,090.48
TOTALS:	993.76	96.72	1,090.48						

Iredell County, Statesville, NC 28687		PAGE: 1 OF 1	EFT NUMBER:	90103766
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**		**INVOICE AMOUNT**
06/19/2025	062025	MAY 2025 DMV VPT COLLECTIONS *MAY 2025 DMV VPT COLLECTIONS IN THE AMOUNT OF $374,684.37 & D/T $1,755.04 LESS BILLING COSTS OF $7,681.94 & D/T $35.98 PLUS INTEREST OF $1,170.16 & D/T $5.48 LESS REFUNDS OF $1,164.90 = $368,732.23*		$368,732.23

Vendor No.	Vendor Name	EFT No.	EFT Date	EFT Amount
74800	MOORESVILLE, TOWN OF	90103766	06/23/2025	$368,732.23

Electronic Fund Transfer (EFT) is now available for payments instead of a check. Call 704-878-3042 for info.

Iredell County
P.O. Box 788
Statesville, NC 28687

Vendor Number	EFT Date	EFT Number
74800	06/23/2025	90103766

This disbursement has been approved as required by the Local Government Budget and Fiscal Contol Act.

$368,732.23

Three Hundred Sixty-eight Thousand Seven Hundred Thirty-two Dollars and 23 Cents

Pay To the Order Of MOORESVILLE, TOWN OF
PO BOX 878
MOORESVILLE, NC 28115

EFT COPY
NON-NEGOTIABLE

TOWN OF MOORESVILLE
ADMINISTRATIVE POLICY

Title: Travel Policy	**Staff Affected: All** **References: None**
Approved By: **Town Manager**	**Approved: December 28, 2022** **Effective: February 1, 2023** **Rescinds: June 1, 2020** **Policy Index #: AP-FIN-001**

1.0 SUPPLEMENTS

None.

2.0 DEFINITIONS

Daily Travel: Travel for short or day trips where the traveler is not away from his or her Duty Station overnight. Daily travel is not eligible for meal per diem.

Duty Station: The job location at which the employee spends the majority of his or her working hours.

Mileage Rate: The rate at which a person is reimbursed for use of a personal vehicle, which shall be equal to the rate set annually by the Internal Revenue Service ("IRS").

Official(s): Person(s) serving in a position because elected by the citizens of the Town.

Overnight Travel: Travel away from one's Duty Station substantially longer than an ordinary day's work, where sleep or rest away from home is necessary to meet the demands of work duties.

Subsistence: An allowance for lodging, meal cost and related gratuities.

Town: Town of Mooresville, Iredell County, North Carolina.

Town Employee(s): Paid personnel working in a Town department or office for which the Town Board serves as the final budget authority.

Travel: Going to and from the normal Duty Station to a site other than the Duty Station to conduct Town business. Travel time relating to the Town Employee's work or duties is compensable time.

Travel Advance: A payment of public funds to a Town Employee for travel costs which have not yet been incurred. Employees who can prove a financial hardship can request a travel advance in order to conduct Town business.

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3.0 POLICY

3.1 Purpose

This policy provides Town Employees with a guideline for travel authorization and establishes procedures for reimbursement of travel and subsistence expenses pertaining to travel for the purpose of conducting Town business.

3.2 Applicability

Town Employees on official Town business are subject to this policy.

3.3 General Policy

Appropriations for the reimbursement of expenses will be authorized when it is to the advantage of the Town for a Town Employee to travel to a meeting, conference, or workshop. An employee traveling on official business representing the Town is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excessive costs, circuitous travel routes, luxury accommodations, and services unnecessary or unjustified in the performance of official Town business are not acceptable under this policy and will not be reimbursed. To maximize benefits received from public funds expended for travel, employees traveling on behalf of the Town should travel together, when possible, to minimize travel costs. Non-employees traveling with Town Employees will not be reimbursed for expenses unless they are on official Town business. The Town Employee will be responsible for all unauthorized costs and any additional expenses incurred for personal preference or convenience. Town Employees who are authorized to travel on Town business shall be compensated based on the Fair Labor Standards Act.

Willful violations of this policy may result in disciplinary or criminal action and may constitute grounds for termination.

The Town Manager or his/her designee has the authority to make exceptions to this policy. Requests for exemptions should be submitted in writing before the date of travel.

3.4 Procedures

3.4.1 Travel Approval and Expense Report (TAER)

A prospective traveler shall prepare a TAER before initiating travel plans and shall obtain the appropriate approvals. The preparer will indicate the destination, purpose for the travel, length of trip, supporting documents (registration, hotel information, etc.) and estimated cost (including meal per diem amounts). A TAER must be submitted to Finance at least three (3) weeks in advance of the Town Employee's scheduled departure. According to North Carolina General Statute § 159-28(a), the Town may not incur an obligation unless an unencumbered balance sufficient to pay the obligation remains in the budget.

3.4.1.1 No Expense Travel

Travel which generates no expense to the Town does not require a travel requisition form. Such travel should be pre-approved by the Department Director or appropriate supervisor and reflect a note on the Town Employee's timecard. If

travel expenses include costs for attendance or registration, transportation during the stay or meal per diems, a travel requisition form is required.

3.4.2 Expenditures Methods

3.4.2.1 Purchasing Card

The Town Employee's purchasing card can be utilized for travel expenses and must be configured to allow for travel expenses by contacting the Purchasing Manager (or his/her designee) at least two weeks prior to the travel date. Purchasing cards shall not be used by travelers for costs relating to spouse or family members or others not employed by the Town who accompany them.

3.4.2.2 Personal Credit Card

Personal credit cards can be used to incur authorized travel expenditures if a Town Employee/department does not have access to a Town purchasing card. The Town discourages use of a personal credit card for official Town business and travel expenses since the Town is unable to recoup North Carolina sales tax and purchase card rebates. The use of a personal credit card is at the discretion of the Department Director. To qualify for reimbursement, the requester must submit a copy of the receipt to Finance upon completion of the TAER.

3.4.2.3 Travel Advance

If a Town Employee does not have a purchasing card or personal credit card, a travel advance can be requested in the space provided on the TAER. Requests for travel advances should be submitted at least twenty-one (21) working days in advance of the planned date of departure to allow staff adequate time to process the request through the Town's normal payment procedures. Travel advance checks will not be written for less than $100.00 and will not exceed the estimated total travel expenditure, less any direct payments made by the Town for lodging, transportation, etc. The TAER form will serve as the authorization to withhold from his/her paycheck an amount up to/equal to the amount of the advance, if the actual expenses for the trip are not submitted within 14 calendar days of the stated return date. If the trip is not properly authorized, the traveler agrees that the Chief Financial Officer can withhold from his/her paycheck an amount not to exceed actual trip expenses incurred by the Town.

3.4.3 Transportation

Actual costs for transportation which are incurred while conducting Town business, and for which a travel request was approved, will be reimbursed provided they are supported by detailed receipts and other documentation. The most economical mode of transportation should be determined by the approving authority taking into consideration the costs of transportation, the time factor, and subsistence expenses.

3.4.3.1 Town Vehicle

A Town of Mooresville vehicle should be used for out-of-town travel when driving is appropriate, unless the traveler requires a specially equipped vehicle. Before operating the Town vehicle, the traveler should meet the Risk Management Department's requirement for operating Town vehicles. The traveler must obey all laws of the jurisdiction in which the Town vehicle is being operated. Town vehicles will be used in conducting Town business only. A minor amount of personal use, such as driving the vehicle to and from dinner, will be allowed. Spouses or family

members may accompany the traveler when a Town owned vehicle is used if space is available for out-of-town/overnight travel but use of the vehicle is restricted to Town-related business. Persons who are not Town Employees may accompany Town Employees if they have a business interest in the travel or if they are family members of the Town Employee. Only Town Employees/Officials should operate Town vehicles. Expenses for family members accompanying the Town Employee will not be paid or reimbursed by the Town. Persons who are not employed by the Town but accompany the Town Employee due to a business interest in the travel such as a volunteer, appointed board member or the like, may have expenses reimbursed in the discretion of the Town Manager.

3.4.3.2 Personal Vehicle

If a Town vehicle is not available, the employee may use a personal vehicle with proper approval from the employee's supervisor. If a personal vehicle is used, mileage is reimbursed at the IRS rate. If the traveler uses his/her personal vehicle, his/her insurance policy covers vehicle damage and any expenses incurred in an accident. Reimbursement for expenditures related to the operation, maintenance, and ownership of a vehicle shall not be allowed when privately owned vehicles are used on Town business. Calculation of mileage should be from the shortest distance (the employee's duty station or home) to the destination and back. The Town recognizes the use of MapQuest to compute mileage between two destinations. "Sightseeing" or personal trips should not be included in the mileage reimbursement.

3.4.3.3 Parking Fees, Tolls, and Storage Fees

Parking fees, tolls, and storage fees are reimbursable. Airport parking reimbursements are limited to the actual days of the **business** travel. Travel expense requests which include "Hourly" airport parking rates will be reimbursed up to the "Daily" rates only.

3.4.3.4 Commuting

No reimbursement shall be made for the use of a personal vehicle in commuting from an employee's home to his/her duty station.

3.4.3.5 Tickets, Fines or Towing Charges

The Town will not reimburse travelers for parking tickets, fines for moving violations, or vehicle towing charges.

3.4.3.6 Airfare

If driving is not appropriate, the employee should make airline reservations by the least expensive method and purchased with enough time to receive the most economic rate. Under no circumstance should an employee secure a reservation at more than the published coach fare rate. If a non-refundable ticket was purchased by the traveler and not used, reimbursement of the cost to the traveler must be approved by the Town Manager. Charges related to choice seating is not reimbursable.

3.4.3.7 Ground Transportation

Reimbursement for ground transportation (such as airport shuttles, buses, Uber, and taxis) is authorized when incurred while on out-of-town/overnight official Town

business, unless complimentary ground transportation is offered. Ground transportation is only authorized when a Town vehicle, personal vehicle, or rental car is not in use. Ground transportation is eligible for reimbursement for business related activities with the most economical method of transportation chosen. Receipts must be submitted for all ground transportation reimbursements.

3.4.3.8 Rental Vehicle

Rental vehicles are to be used as a last resort or when the use of a rental vehicle produces a cost savings (over other ground transportation) for the Town. The Town holds an account with Enterprise Rent-A-Car which provides a discount for all rentals. Departments in need of a rental car should contact Risk Management to access this account. A receipt is necessary for reimbursement. **Employees shall not purchase any insurance**. Any accidents or damages to rental cars or other vehicles, persons or properties caused by a rental vehicle operated by a Town employee while on Town business are covered under the Town's insurance policy.

3.4.3.9 Travel to/from Airport

Reimbursement is allowed for travel between the employee's duty station/home,, whichever is shorter in distance and the airport as follows:

1. Airport shuttle – one round trip fare,
2. Taxi/Uber – limited to reimbursement for actual costs,
3. Personal vehicle – the IRS rate per mile for a maximum of two round trips.

3.4.3.10 Mass Transit (subway, light rail, bus, etc.)

Mass transit can be used and is strongly encouraged when vehicular transportation is not feasible for business related activities. Receipts are required for reimbursement.

3.4.4 Subsistence

3.4.4.1 Lodging

The employee should substantiate that overnight lodging is necessary and must be approved in advance. The employee should request the lesser of a group rate or governmental/state rate, when available. At a minimum, employees are required to stay in hotels that represent the average cost for that location. For employees whose spouse/children accompany them, reimbursement is limited to the lowest prevailing single room rate. Entertainment expenses, such as the cost of in-room movies, will not be reimbursed.

3.4.4.2 Meals

Meal per diems are not eligible for daily travel.

Meals expenses, including gratuities, will follow the U.S. General Service Administration (GSA) rates based on the year and city, state the overnight travel occurs. All tips are included in per diem rates. The first and last day of travel will be paid out at 75% of the total Meals & Incidental Expense (M&IE). All other days will be calculated at 100% of the M&IE.

3.4.5 Other Costs

3.4.5.1 Telephone/Internet Charges

The cost of telephone calls for ordinary and necessary Town business, as well as one safe arrival telephone call to the employee's home/family, may be claimed for reimbursement or placed on the purchasing card. Hotel internet charges are permitted as acceptable lodging expenses, if needed for Town business.

3.4.5.2 Conventions, Conferences and Seminars

Travelers attending conventions, conferences or seminars will be allowed, with appropriate approval, to stay in the participating hotel. Entertainment expenses will not be reimbursed. Program schedules and information should be submitted with travel reporting forms.

3.4.5.3 Tips and Gratuities

Tips and gratuities (refer to "Subsistence" section for tips on meals), such as baggage handling, are allowed but should be kept at a minimum. Tips requested for reimbursement should be identified on the TAER as "Other" costs. Tips and Gratuities should not exceed 20% of the expense.

3.4.5.4 Baggage Fees

When traveling by air; the Town will reimburse up to one (1) checked bag. A receipt is necessary for reimbursement

3.4.5.5 Other Costs

All other business expenses not specifically mentioned in this policy require a receipt for reimbursement consideration.

3.4.5.6 Penalties and Charges Resulting from Cancellations

Penalties and charges resulting from cancellations shall be the department's obligation if the employee's travel has been approved in advance and the cancellation or change is made at the direction of and for the convenience of the department. If the cancellation or change is made for the personal benefit of the prospective traveler, it shall be the prospective traveler's obligation to pay the penalties and charges. However, in the event of accidents, serious illness, or death with the employee's immediate family, or other critical circumstances beyond the control of the employee, the department shall pay the penalties and charges.

3.4.5.7 Ineligible Reimbursement Expenses

Ineligible reimbursement expenses include personal calls, with the exception of safe arrival call; snacks or drinks (especially alcohol), any expense without a receipt for which a receipt is required, valet parking, unless mandatory by the place of lodging; entertainment expenses; parking or traffic tickets; laundry; and overweight baggage charges.

3.5 Approval and Reimbursement

3.5.1 Approval

The Department Director or appropriate supervisor will authorize employee travel for official Town business. Out of state travel requires approval from the Assistant Town Manager. International travel requires approval from the Town Manager. An employee given the authority to approve the travel request of other employees does not have the authority to approve his/her own travel request. Pursuant to General Statute 159-28 a pre-audit certification of the Travel Requisition by the Chief Financial Officer is required confirming the availability of funds.

3.5.2 Reimbursement Procedure

Travel Approval and Expense Report (TAER)
Each employee is responsible for his/her own expense form. All expenses for a business trip will be documented on a TAER, regardless of an amount due. All receipts, including program information, will be attached to the signed TAER and submitted for appropriate approval. The completed TAER, with receipts will be submitted to the Finance Department no later than fifteen (15) working days after returning from travel. The TAER should indicate the total cost to the Town for the traveler to conduct Town business. Transactions shared between travelers should be split accordingly on each traveler's individual expense report. A copy of all necessary receipts should accompany the travel expense report submitted. Cost reported should include purchases on a Town purchasing card, Town AP check, travel advances and reimbursable personal credit card purchases.

3.5.3 Reimbursement/Payment

The TAER allows the employee to indicate which payment method was used for travel expenses. Amounts advanced or paid directly by the Town will be deducted from reimbursable costs. If the employee used personal funds, the expense may be reimbursed from petty cash (if the amount due is less than $25) or by the normal EFT process. If an employee could not use a Town purchasing card for expenses incurred on a business trip and did not seek a travel advance for the trip, reimbursement will be provided only through the normal EFT process. A manual check will not be issued for reimbursement without the Town Manager's approval. Any funds due to the Town will be submitted along with the TAER. If the actual expenses for the trip are not submitted within 15 calendar days of the stated return date, the traveler's authorization to withhold an amount up to/equal to the amount of the advance from his/her paycheck will be implemented. Reimbursements will be deposited in the same bank account the employee uses for payroll, unless otherwise specified.

3.5.4 Lost Receipts

Detailed receipts are required for all expenses, with exception of per diem meals. If a receipt is lost, the employee must make a reasonable attempt to obtain a duplicate receipt. Duplicate receipts are generally available from vendors and hotels, upon request. If the employee is unable to obtain a receipt, the employee's supervisor must sign off on the Missing Receipt Form or the employee will be responsible for reimbursing the Town for the expense.

3.5.5 Per Diem Meal Reimbursements

The employee enters actual expenditures for all expenses with the exception of meal costs. For all meals, enter the per diem amount for the meal on the TAER. Per diem meal reimbursement amounts will be issued via EFT. Unless otherwise specified, per diem amounts will be directly deposited in the same bank account as the employee's paycheck. Per diem will be based on the GSA rates according to the year and city, state overnight travel occurs.

3.5.6 Required Documentation

For all educational training opportunities, a certificate of completion is required and should be submitted on the final TAER.

3.5.7 Accurate Information

An authorizing party who knowingly approves a falsified reimbursement form will be subject to disciplinary action or criminal prosecution. N.C.G.S. § 159-181(a) states that any officer or employee of a local government or public authority who submits a written claim or approves a claim for funds that he/she knows to be false is guilty of a misdemeanor.

4.0 ATTACHMENTS

none

RESOLUTION TO APPROVE THE

ADOPTION OF THE TOWN OF MOORESVILLE TRAVEL POLICY

BY THE MOORESVILLE ABC BOARD

WHEREAS, in accordance with G.S. 18B-700(g2), the Mooresville ABC Board is seeking approval from the Town of Mooresville Board of Commissioners to allow the adoption of the Town's Travel Policy for use by the Mooresville ABC Board and employees; and

WHEREAS, the Town of Mooresville has a Travel Policy, effective February 1, 2023, known as Administrative Policy AP-FIN-001, which provides guidance and procedures for travel authorization and reimbursement; and

WHEREAS, it has been customary for the Mooresville ABC Board and its employees to follow the Town's Travel Policy; and

WHEREAS, the Town of Mooresville Board of Commissioners wishes to continue to allow the Mooresville ABC Board to adopt and follow the Town's Travel Policy.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Mooresville Mayor and Board of Commissioners do hereby allow the adoption of the Town of Mooresville Travel Policy (AP-FIN-001) for use by the Mooresville ABC Board and its employees.

This the 4th day of August 2025.

_____

Christopher S. Carney, Mayor

_____

Jane Crosby, Town Clerk

Contract for ABC Law Enforcement

State of North Carolina

ABC Board Town of Mooresville

THIS CONTRACT is entered into on this the _____ day of _____,

by and between the Mooresville ABC Board

(hereinafter "ABC Board") and the Mooresville Police Department

(hereinafter "Agency") for the purposes set forth below:

WHEREAS North Carolina General Statute Chapter 18B requires that the ABC Board either hire an ABC law enforcement officer or contract for ABC law enforcement with a local law enforcement agency; and

WHEREAS the ABC Board is required by law to expend at least 5% of profits for ABC law enforcement; and

WHEREAS the ABC Board is of the opinion that contracting with the Agency for ABC law enforcement would constitute the most efficient use of its ABC law enforcement funds; and

WHEREAS the Agency agrees to provide ABC law enforcement in Mooresville located in Iredell County (town / county) in return for the agreed funding:

NOW, THEREFORE, IT IS AGREED that:

1. The Agency shall provide ABC law enforcement within the boundaries of Mooresville (town / county) in return for the sum of $ 150,000 annually, to be paid in quarterly installments. *This amount shall be adjusted as needed to equal the amount required by North Carolina General Statute 18B-805(c)(2) to be expended on ABC law enforcement.*

2. The Agency shall be solely responsible for hiring, equipping and supervising the officer or officers who are charged with the duty of enforcing the ABC laws, and the Agency agrees to indemnify, and hold harmless, the ABC Board for any liability arising from the activities of said officers.

3. The Agency shall give priority to specific requests from the ABC Board for assistance in such matters as ABC store security, protection of ABC store deposits, and the investigation of internal and external theft [this list of duties should be tailored to the ABC Board's expectations].

4. The Agency shall report to the ABC Board by the 5th business day of each month on a form developed by the Commission the following:

    a. The number of arrests made for ABC law, Controlled Substance Act, or other violations, by category, at ABC permitted outlets.
    b. The number of arrests made for ABC law, Controlled Substance Act, or other violations, by category, at other locations.
    c. The number of agencies assisted with ABC law or controlled substance related matters.
    d. The number of alcohol education and responsible server programs presented.

5. This contract shall continue in effect until such time as either party desires to cancel the contract and gives notice of cancellation as follows:

6. This contract may be cancelled by either party upon 30-day notice to the other party, which notice shall be given in writing.

Effective the _____ day of _____, _____

_____ ABC Board

BY: _____

_____

(Agency)

RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT BETWEEN THE MOORESVILLE ABC BOARD AND THE TOWN OF MOORESVILLE POLICE DEPARTMENT FOR LAW ENFORCEMENT COVERAGE

WHEREAS, N.C.G.S. Chapter 18B requires that the ABC Board hire an ABC law enforcement officer or contract for ABC law enforcement with a local law enforcement agency; and

WHEREAS, the ABC Board is required by law to expend at least 5% of its profits for ABC law enforcement; and

WHEREAS, North Carolina General Statute Chapter 160A, Article 3 provides municipalities the authority to enter into contracts; and

WHEREAS, both parties desire to enter into a contract for the Town of Mooresville Police Department to provide ABC law enforcement in Mooresville for the Mooresville ABC Board in return for the agreed upon funding as outlined in the Contract for ABC Law Enforcement dated August 4, 2025 ("Agreement"); and

WHEREAS, the form and substance of the Agreement has been described to the Town Board of Commissioners and a copy of the same has been made available for review.

NOW, THEREFORE, BE IT RESOLVED that the Town of Mooresville Mayor and Board of Commissioners do hereby approve the Agreement in substantially the same form as presented at the Town of Mooresville Board of Commissioners meeting on August 4, 2025, and further authorizes the Mayor, Town Manager, or designee to execute such Agreement including any changes, modifications, additions, deletions or amendments deemed necessary, desirable or appropriate, so long as such changes do not impose any costs in excess of the amount budgeted and approved therefor, nor materially or adversely affects the rights and/or obligations of the Town, and such changes are approved as to form and legality by the Town's legal department.

This the 4th day of August 2025.

_____

Christopher S. Carney, Mayor

_____

Jane Crosby, Town Clerk

Town of Mooresville

CONTRACT SUMMARY

To:	Honorable Mayor and Board of Commissioners
From/Department:	Ryan Rase/Engineering
Subject:	Amendment #1 - U-6239 East West Connector Phase I
Consent/Regular:	Consent
Date:	August 4, 2025

Agiloft Contract #: 25-852 Amendment #1 - U-6239 East West Connector Phase I

Vendor: K. West Group, LLC

Term: January 18, 2024 – December 31, 2027

Cost and Funding Source: $38,250.00 : 71080000-5550

Purpose of Contract: Perform exploratory excavation to locate existing underground utilities and storm drain systems as directed by the Engineer. This work will allow minor adjustments to be made prior to the installation of proposed storm drain systems and other items of work to alleviate conflicts.

Relevant Details: N/A

Specific Terms or Provisions (conditions, triggers & unusual obligations): N/A

A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO TOWN OF MOORESVILLE CONTRACT #24-333 – U-6239 EAST WEST CONNECTOR PHASE I IN THE AMOUNT OF $38,250.00 FOR ADDITIONAL GOODS AND SERVICES

WHEREAS, North Carolina General Statute Chapter 160A, Article 3 provides municipalities the authority to enter into contracts and appropriate sufficient funds to meet the requirements of those contracts; and

WHEREAS, the Town of Mooresville ("Town") is an incorporated municipality under the laws of the State of North Carolina and entered into a contract with K. West Group, LLC, on January 18, 2024, in the amount of $29,753,500.53, such contract bearing the contract number and title Town of Mooresville Contract #24-333 – U-6239 East West Connector Phase I; and

WHEREAS, the Town and K. West Group, LLC desire to amend Contract #24-333 by increasing the amount of the contract by $38,250.00 for a new total contract amount of $29,791,750.53 for performing exploratory excavation to locate existing underground utilities and storm drain systems as directed by the Engineer, such amendment bearing the contract number and title Town of Mooresville Contract #25-852 - Amendment #1 - U-6239 East West Connector Phase I ("Amendment"); and

WHEREAS, the Town has determined the provision of the goods and services to be provided under Contract #25-852 - Amendment #1 - U-6239 East West Connector Phase I to be in the public interest; and

WHEREAS, the form and substance of the Amendment contemplated herein has been described to the Town Board of Commissioners and a copy of the same has been made available for review.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners for the Town of Mooresville does hereby approve the Amendment in substantially the same form as presented at the Town of Mooresville Board of Commissioners meeting on August 4, 2025 and evidenced by the document known as Amendment #1 - U-6239 East West Connector Phase I bearing Town of Mooresville Contract ID #25-852, and further authorizes the Mayor and/or the Town Manager to execute such Amendment, including any changes, modifications, additions, deletions or additional amendments deemed necessary, desirable or appropriate, so long as such changes do not impose any costs in excess of the amount budgeted and approved therefor, nor materially or adversely affects the rights and/or obligations of the Town, and such changes are approved as to form and legality by the Town's legal department, with such Amendment containing a pre-audit certification from the Town's Finance Officer.

Resolved this 4th day of August 2025.

_____

Christopher S. Carney, Mayor

Attest:

_____

Jane Crosby, Town Clerk

Amendment No. 1

Town of Mooresville Contract #24-333 - U-6239 East West Connector Phase I by and between K. West Group, LLC and the Town of Mooresville with last date of execution being January 18, 2024, is hereby amended by mutual agreement of the parties as follows:

Increase amount of contract in the amount of $38,250.00 to perform exploratory excavation to locate existing underground utilities and storm drain systems as directed by the Engineer. This work will allow minor adjustments to be made prior to the installation of proposed storm drain systems and other items of work to alleviate conflicts. This Change Order will increase the contract total amount from $29,753,500.53 to $29,791,750.53. All other provisions of the contract remain unchanged and in force.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be amended in their corporate names by duly authorized officers in duplicate originals, one of which is retained by each of the parties, the day and the year as indicated.

Town of Mooresville by:

_____ Date: _____
Christopher S. Carney, Mayor

Attest:

_____ Date: _____
Jane Crosby, Town Clerk

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act"

_____ Date: _____
Christopher Quinn, Chief Financial Officer

By signing below, the individual certifies that he or she has the authority to execute this document and if doing so without attestation, has the authority to do so without such attestation being affixed hereto.

K. West Group, LLC by:

_____ Date: _____
Ryan Odendahl, President

Form 880-LG
Rev. 2-16-10

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AGREEMENT or FORCE ACCOUNT DOCUMENTATION

SUPPLEMENTAL AGREEMENT NO: 1 **FORCE ACCOUNT DOCUMENTATION NO:** _____

PROJECT NO: _____ **FEDERAL AID NO:** _____

COUNTY: Iredell **CONTRACT NO:** U-6239

CONTRACTOR: Kwest Group

1.Description, location, and justification for change:

Description:
This Supplemental Agreement is written in accordance with Article 104-7 of the NCDOT 2018 Standard Specifications to compensate the Contractor for an additional item of work being added to the contract scope.

The following line item is being added to the work of this contract: EXPLORATORY EXCAVATION- VACUUM

Perform EXPLORATORY EXCAVATION- VACUUM in accordance with the attached Special Provision and with the 2018 NCDOT Standard Specifications.

*NP= Non-Participating. The North Carolina Department of Transportation will not be participating in the reimbursement of costs associated with this supplemental agreement.

Justifications:
The contractor discovered active handholes and conduits along the right side of Y8 (NC 115) that are in conflict with their work, including the proposed roadway, curb line, and grading limits. These utilities were not shown as active on the UBO plans. Further investigation is required to determine the extent of the conflicts so their relocation can be coordinated. The Town has also requested locates for some of the utilities that are located along Y8 within the RR right of way to confirm their depth.

2. Estimation of quantities of work resulting from change and the basis of payment:

Line Code No.	Description	Unit	Negotiated or Contract Price	Field Change		Original Plan	
				Quantity	Amount	Quantity	Amount
253 (SA #1) *NP*	EXPLORATORY EXCAVATION- VACUUM	HR	$510.00	75	$38,250.00	0	$0.00

Total Field Change Amount: **$38,250.00** **Total Original Plan Amount:** **$0.00**

Supplemental Agreement Net Underrun: **$0.00** **Supplemental Agreement Net Overrun:** **$38,250.00**

3. Extension of contract time (if applicable): Time extension related to this additional work will be considered upon project completion.

Continued on back

Docusign Envelope ID: 240264D2-B2C6-4362-952F-63599C718242

BASIS OF AGREEMENT BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND CONTRACTOR

1. **The Contractor agrees to perfonn the work described in this Supplemental Agreement in consideration of the payment set out herein.**
2. **The terms and conditions of said contract are hereby ratified and remain in full force and effect except as modified by such Supplemental Agreement(s) as may heretofore have been entered into between the Department and the Contractor and as modified by this Supplemental Agreement.**
3. **All terms and conditions of this Supplemental Agreement are herein set out and there are no agreements relating thereto not expressed herein.**
4. **This Supplemental Agreement shall not constitute a release or waiver of any lawful claims that the Contractor has or may have against the Department under said contract pursuant to G.S. 136-29 except for the matters specifically covered herein.**

In witness whereof, the Department and the Contractor have caused this Supplemental Agreement to be executed by their duty authorized representatives.

APPROVAL RECOMMENDED: **BY:** _____ LOCAL GOVERNMENT AGENCY OFFICIAL **DATE:** _____	**CONTRACTOR:** **BY:** DocuSigned by: Riley Breese AUTHORIZED REPRESENTATIVE **DATE:** 6/25/2025
APPROVAL RECOMMENDED: **BY:** DocuSigned by: Brenna Stephenson PROJECT CONSULTING ENGINEER **DATE:** 6/24/2025	**APPROVAL GRANTED:** **BY:** DocuSigned by: R.W. Hancock NCDOT ENGINEER **DATE:** 6/27/2025

FORCE ACCOUNT DOCUMENTATION

Documentation of the authorized Force Account work shall be completed for all state and federally-funded projects.

APPROVAL GRANTED: **BY:** _____ RESIDENT ENGINEER **DATE:** _____	**APPROVAL GRANTED:** **BY:** _____ DIVISION ENGINEER **DATE:** _____

FOR CONSTRUCTION AND MATERIALS BRANCH USE ONLY

Approval of the Federal Highway Administration ☐ **is** ☒ **is not** **requested.**

APPROVED with the understanding that Federal participation in this work, the cost of which cannot be met from Federal aid funds provided for under the now effective project agreement, will be contingent upon additional Federal aid funds being made available for the project by a modified project agreement, to be executed prior to or at the final voucher stage.

ATTEST: _____

Name: _____

Date: _____

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

_____ Date: _____

Christopher Quinn, Chief Financial Officer

U-6239 SA #1
Attachment #1 (p. 1 of 1)

PROJECT SPECIAL PROVISIONS

ROADWAY

EXPLORATORY EXCAVATION:

12-15-09 SPI 8-23

Description

This work consists of performing exploratory excavation to locate existing underground utilities and storm drain systems as directed by the Engineer. This work will allow minor adjustments to be made prior to the installation of proposed storm drain systems and other items of work to alleviate conflicts.

Construction Methods

Exploratory Excavation – Standard shall consist of removing asphalt, concrete, and earth material by use of standard construction equipment, materials, and laborers to locate accurately any existing underground utilities and storm drain systems. All excavations shall be backfilled with suitable material of the same type excavated. Use available unclassified excavation before using borrow excavation.

Exploratory Excavation – Vacuum shall consist of removing asphalt, concrete, and earth material by using a vacuum truck and any necessary laborers or contractor representatives to locate accurately any existing underground utilities and storm drain systems. All excavations shall be backfilled with suitable material of the same type excavated. Use available unclassified excavation before using borrow excavation.

Measurement and Payment

Exploratory Excavation – Standard and *Exploratory Excavation – Vacuum* will be measured and paid for at the contract unit price per hour. Such prices and payment shall be full compensation for satisfactorily excavating and removing existing material, backfilling with suitable previously excavated earth material and any necessary traffic control. Compensation for any additional earth material needed for backfill will be provided under the contract line items for grading (use unclassified excavation contained in grading pay item) or borrow excavation, with available grading (use unclassified excavation contained in grading pay item) being utilized before borrow excavation. Any pavement that is removed shall be paved back with an approved mix type being used on the project and payment will be made at the appropriate line item unit price established in the contract.

The Contractor at no cost to the Department will correct any damage to existing underground or above ground structures, storm drain facilities, or utilities due to the negligence of the Contractor.

Payment will be made under:

Pay Item	Pay Unit
Exploratory Excavation – Standard	Hour
Exploratory Excavation – Vacuum	Hour

U-6239 SA #1
Attachment #2 (p. 1 of 3)

Badger Hydrovac Statement Of Work

United States

RE: Master Services Agreement

Prepared By:	Terrence Carr
Email:	tecarr@badgerinc.com
Phone:	980-406-9443
Date:	02/29/2024
Estimate Number:	CPQ-60432v1
Project Name:	PO# 231120

Badger Daylighting Corp
CHARLOTTE NC CORP
2942 Old Steele Creek Rd
Charlotte, NC 28208
"An equal opportunity employer"
NC License #83849

Statement of Work Exclusively For:
KWEST GROUP, LLC
Account #: 26976
Invoicing_Distribution DO_NOT_DELETE

Tecarr@badgerinc.com

Prepared By:
tecarr@badgerinc.com

02/29/2024

This Statement of Work is entered into with reference to that certain Master Services Agreement by and between KWEST GROUP, LLC and Badger Daylighting Corp. Unless otherwise provided for herein, this Statement of Work shall be governed by the terms of the Master Services Agreement and the Standard Terms and Conditions referenced therein.

Scope Of Work

This quote/estimate will be for potholing along an 1.5 to 2 mile stretch of Mooresville hwy and other locations. We will be potholing every 75' to 100' of the estimated
2 mile length. We will charge as a day rate do to the projects other needs i.e. (the removal of trees as well as coordination with the railways). All billing will be based on a 10hr work day with over time paid after 10hrs. Disposal, consumable and fuel recovery fees will apply to all tickets.

Service Item	Item Description	Unit Cost	UOM	Quantity	Amount
BADGER HYDROVAC WITH OPERATOR		$2,650.00	DAY	1	$2,650.00
BADGER HYDROVAC WITH OPERATOR		$285.00	HR	0.0	$0.00
BADGER HYDROVAC WITH OPERATOR		$10,000.00	WK	0.0	$0.00
BADGER HYDROVAC WITH OPERATOR OVERTIME		$300.00	HR	0.0	$0.00
DISPOSITION		$285.00	EA	1	$285.00
CONSUMABLE MATERIALS		$50.00	EA	1	$50.00
SUPPLY WATER		$85.00	EA	1	$85.00
FLUCTUATING FUEL RECOVERY		$282.44	EA	1	$282.44
			Total		$3,352.44

General Notes, Conditions, & Badger Responsibilities:

1. Travel rates apply when traveling from the closest Badger Operation to the client's project site.
2. Badger will off load material at a contracted facility. Travel to and from a designated facility is considered part of the work day and charged at the hourly rate.
3. Any additional third party services provided by Badger Daylighting outside of our typical Hydrovac activities shall be charged out at cost +
4. With any Hydrovac project, there are possible additional charges that are application and site specific. For example, items such as water trucks, specialized equipment and attachments (remote hose, etc.), crew trucks, and other items may be required. Rather than provide an extensive listing of all possible considerations, this is best implemented on a project-by-project basis and evaluated at the field operations level. The information presented in this document represents the complete proposal.
5. This proposal is valid for 30 days from the date posted on this proposal document.
6. Terms of Payment - Net 30 days from date of invoice. Late invoices subject to service fees.
7. Zero (0) % retainage is withheld.
8. Taxes – tax will be added to quote pricing as required by State/Local governments.
9. All invoices will be assessed a Fluctuating Fuel Recover Fee on the entire amount of the invoice. This fee is reviewed regularly and is subject to change. Badger utilizes information from the US Department of Energy and the Canadian Department of Natural Resources when calculating the fee

Customer responsibilities include:

1. Access to the Hydrovac site, including permits and permission from property owners, utilities, and government agents.
2. Surface locates, survey marks and traffic control, if needed unless agreed to in writing prior.
3. Breaking, removal, and restoration of asphalt and or concrete unless agreed to in writing prior.
4. Establish, maintain, and remediate accessible water source and disposal site.
5. Specific direction and locations for Hydrovac excavation.
6. Backfill and site restoration unless agreed to in writing prior to completing work.
7. Materials to secure and cover the excavation unless agreed to in writing prior.
8. Shoring, maintenance, and barricading.
9. Ownership of the soil and debris removed by the Hydrovac including any soils or material contaminated or suspect.
10. Any project delays caused by others that result in downtime of Badger Hydrovac units will be billed at the hourly rates.
11. Pay for all specialized training that is required by contractor/owner/Badger to be on the site to work.
12. Notify Badger of all billing requirements and any appropriate purchase orders, job numbers, AFE, etc. that would be necessary to release payment to Badger. This must be done prior to the first day of work.
13. Notify Badger of any of the following: Certified payrolls, OCIP requirements, prevailing wage.
14. Additional insurance requirements over what Badger already has in place.

Customer Representative		**Badger Representative**	
Printed Name:	_____	Printed Name:	_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

I am authorized to bind the Company

U-6239 SA #1
Attachment #3 (p. 1 of 1)

Cost Evaluation- SA #1

Using Force Account Specs to Evaluate Cost:

	Badger Daily Cost Total=	$3,352.44
	Hourly Cost if 8 hrs/day	$419.06
	Subtotal Subcontract Cost for 75 hours	$31,429.13
109-3(G)	Subcontract Admin (1000 for first $10k plus 5% after that)	$2,071.46
	TOTAL	$33,500.58
	HOURLY TOTAL	$446.67

Subcontractor Total Hourly Price on SA: $510.00

The requested SA hourly price evaluated against force account method is within 15% which is reasonable. The Contractor also has their own costs as well that have not been reflected above for locating, marking, and supervising the subcontractor's work.

Town of Mooresville

CONTRACT SUMMARY

To:	Honorable Mayor and Board of Commissioners
From/Department:	Ryan Rase/Managers Office
Subject:	Amendment #3 - NC 150 Sinkhole Repair Design
Consent/Regular:	Consent
Date:	August 4, 2025

Agiloft Contract #: 25-849 Amendment #3 - NC 150 Sinkhole Repair Design

Vendor: Rummel, Klepper & Kahl, LLP

Term: July 31, 2024 – June 30, 2026

Cost and Funding Source: $77,775.68; 71120000-5550

Purpose of Contract: for project management & administration services related to detailed workplan for Brownfields Program to include field sampling and testing.

Relevant Details: N/A

Specific Terms or Provisions (conditions, triggers & unusual obligations): N/A

A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO TOWN OF MOORESVILLE CONTRACT #25-12 NC150 SINKHOLE REPAIR DESIGN IN THE AMOUNT OF $77,775.68 FOR ADDITIONAL GOODS AND SERVICES

WHEREAS, North Carolina General Statute Chapter 160A, Article 3 provides municipalities the authority to enter into contracts and appropriate sufficient funds to meet the requirements of those contracts; and

WHEREAS, the Town of Mooresville ("Town") is an incorporated municipality under the laws of the State of North Carolina and entered into a contract with Rummel, Klepper & Kahl, LLP, on July 31, 2024, in the amount of $13,693.68, such contract bearing the contract number and title Town of Mooresville Contract #25-12 NC150 Sinkhole Repair Design; and

WHEREAS, the Town and Rummel, Klepper & Kahl, LLP desires to amend Contract #25-12 NC150 Sinkhole Repair Design by increasing the amount of the contract by $77,775.68 for a new total contract amount of $118,837.27 for project management & administration services related to detailed workplan for Brownfields Program to include field sampling and testing, such amendment bearing the contract number and title Town of Mooresville Contract #25-849 – Amendment #3 – NC150 Sinkhole Repair Design; and

WHEREAS, the Town has determined the provision of the goods and services to be provided under Contract #25-849 – Amendment #3 – NC150 Sinkhole Repair Design to be in the public interest; and

WHEREAS, the form and substance of the Amendment contemplated herein has been described to the Town Board of Commissioners and a copy of the same has been made available for review.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners for the Town of Mooresville does hereby approve the Amendment in substantially the same form as presented at the Town of Mooresville Board of Commissioners meeting on August 4, 2025 and evidenced by the document known as Amendment #3 – NC 150 Sinkhole Repair Design bearing Town of Mooresville Contract ID #25-849, and further authorizes the Mayor and/or the Town Manager to execute such Amendment, including any changes, modifications, additions, deletions or additional amendments deemed necessary, desirable or appropriate, so long as such changes do not impose any costs in excess of the amount budgeted and approved therefor, nor materially or adversely affects the rights and/or obligations of the Town, and such changes are approved as to form and legality by the Town's legal department, with such Amendment containing a pre-audit certification from the Town's Finance Officer.

Resolved this day the 4th day of August 2025.

_____
Christopher S. Carney

Attest:

_____
Jane Crosby, Town Clerk

Amendment No. 3

Town of Mooresville Contract #25-12 - NC 150 Sinkhole Repair Design by and between Rummel, Klepper & Kahl, LLP and the Town of Mooresville with last date of execution being July 30, 2024, is hereby amended by mutual agreement of the parties as follows:

- Extending the contract completion date to June 30, 2026.

- Increase amount of contract in the amount of $77,775.68 for project management & administration services related to detailed workplan for Brownfields Program to include field sampling and testing at the NC 150 Sinkhole site. Amendment #1, Contract 25-294 increased the initial amount of the contract ($13,693.68) by $21,046.44 to add the construction inspection process required by NCDEQ during the pipe installation. Amendment #2, Contract 25-551 increased the amount of the contract ($34,740.12) by $6,321.47 for forty hours of additional construction monitoring services as required by the project's Environmental Management Plan. This Change Order will increase the contract total amount from $41,061.59 to $118,834.27.

- Add Exhibit A, attached hereto and incorporated herein by reference, as additional scope of work.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be amended in their corporate names by duly authorized officers in duplicate originals, one of which is retained by each of the parties, the day and the year as indicated.

Town of Mooresville by:

_____ Date: _____
Christopher S. Carney, Mayor

Attest:

_____ Date: _____
Jane Crosby, Town Clerk

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act"

_____ Date: _____
Christopher Quinn, Chief Financial Officer

By signing below, the individual certifies that he or she has the authority to execute this document and if doing so without attestation, has the authority to do so without such attestation being affixed hereto.

Rummel, Klepper & Kahl, LLP by:

_____ Date: _____

B. Keith Skinner, PE, Partner

EXHIBIT A

NC-150 Sinkhole Repair
Task 03 – Brownfields Workplan and Testing
Town of Mooresville, Iredell County

Description of the Project

The overall project includes repair of a sinkhole on the "Tire Masters" property located on the Northwest corner of NC-150 and King of Prince Avenue in Mooresville, NC. The repairs on this site have been completed, and the final step in the Brownfields process is to develop a detailed workplan and complete the associated testing and sampling. Rummel Klepper & Kahl, LLP (RK&K) is pleased to present this scope of services to the Town of Mooresville (TOM, Client, User) to assist in these efforts by preparing the workplan, coordinating with DEQ and completing all required testing and sampling. Field testing and sampling to be completed by our sub consultant Froehling and Robertson.

This scope includes the following general tasks as detailed in the Description of Services:

- Project Management & Administration
- Detailed Workplan for Brownfields Program
    - Associated sampling and testing and well installations

This scope of services includes tasks as detailed below and in the fee estimate breakdown.

Description of Services

RK&K will provide professional services for this project in accordance with the following tasks:

1. Project Management

RK&K shall provide routine project management and administration activities, including progress reports, project letters/correspondence, and coordination through the anticipated duration of this task order (8 months). Monthly progress reports with a percentage complete chart will be submitted to show the status of the project and will match the accompanying monthly invoice. Other administrative/management tasks will include the submittal of informal status updates, emails, and phone conversations.

RK&K will hold up to two (2) virtual meetings for purposes of project coordination and comment review. RK&K will be responsible for meeting agendas (if needed) and summaries.

Coordination will also be maintained by RK&K with appropriate state and local agencies, stakeholders, or officials having an interest in the project as requested by the TOM.

2. Brownfields Workplan

RK&K will develop a Work Plan and a Brownfields Report for the Tire Masters Auto Property, 190 W. Plaza Drive, Mooresville, Iredell County, North Carolina (Brownfields Project Number: 28027-24-049). Our Work Plan and Brownfields Report will conform to the North Carolina Department of Environmental Quality's (DEQ's) Minimum Requirements Checklist, Site Assessment Work Plans and Reports (NCDEQ Brownfields Redevelopment Section – March 2023).

The Work Plan, which will be submitted for Town and DEQ review and approval prior to commencement of field activities, will include details concerning the following:

- Introduction
- Scope of Work
- Sampling Methodology
- Laboratory Analyses
- QA/QC
- Investigation Derived Waste (IDW) Management

The Brownfields Report will include the following:

- Title Page that is consistent with the requirements listed above.
- Reporting/summary of site work conducted for all sections outlined above in this checklist;
- Summary of findings and possible recommendations;
- All applicable tables and figures (shall include at a minimum the items below)
- Tables for tabulated analytical data per media sampled and analyzed, compared against applicable screening levels, sample depths and depth to groundwater;
- Figure depicting actual sample locations collected, with each media depicted in the legend, graphic scale and north arrow; and
- Groundwater potentiometric map, with graphic scale and north arrow.
- Appendices shall include (as applicable):
- Copies of field notes
- Boring logs for all soil borings, newly constructed monitoring wells, and exterior soil gas locations
- Well construction and abandonment records

3. Field Sampling and Testing

Please refer to the detailed scope of work to be completed by our sub consultant in the Appendix.

NC-150 Sinkhole - Brownfields Workplan and Testing
Town of Mooresville
24216.002
RK&K
FEE SUMMARY

DESIGN TASKS - ALL ITEMS LUMP SUM							
Task Number	Task Name	RK&K Hours	RK&K Labor	RK&K Expenses	RK&K Total	Sub-Consultant Fees	Design Team Task Total
1	PLAN, ESTIMATE & PERMIT	9	$ 2,185.38	$ -	$ 2,185.38	$ -	$ 2,185.38
2	BROWNFIELDS WORKPLAN	170	$ 29,036.29	$ -	$ 29,036.29	$ -	$ 29,036.29
3	FIELD SAMPLING AND TESTING	20	$ 4,844.02	$ -	$ 4,844.02	$ 41,710.00	$ 46,554.02
	-	0	$ -	$ -	$ -	$ -	$ -
	-	0	$ -	$ -	$ -	$ -	$ -
	-	0	$ -	$ -	$ -	$ -	$ -
	-	0	$ -	$ -	$ -	$ -	$ -
	-	0	$ -	$ -	$ -	$ -	$ -
	-	0	$ -	$ -	$ -	$ -	$ -
	-	0	$ -	$ -	$ -	$ -	$ -
	-	0	$ -	$ -	$ -	$ -	$ -
	-	0	$ -	$ -	$ -	$ -	$ -
	-	0	$ -	$ -	$ -	$ -	$ -
	Total	199	$ 36,065.68	$ -	$ 36,065.68	$ 41,710.00	$ 77,775.68

ENGINEERING FIRM NAME:
RK&K
10150 Mallard Creek Rd, Suite 300
Charlotte, North Carolina 28262

CONTACT PERSON:
Roman Prokopovych, P.E.
Project Manager
Telephone No: (980) 235-0011
Email: rprokopovych@RK&K.com

Cost Prepared by:
Roman Prokopovych, P.E.

7/1/2025

NC-150 Sinkhole - Brownfields Workplan and Testing
Town of Mooresville
24216.002

PROJECT MANAGEMENT	Project Manager	Senior Engineer	Project Engineer	Associate Engineer	Engineer	0	Totals
Design Management, Correspondence, Coordination, Meetings	3.0						3.0
							0.0
							0.0
Meetings							0.0
_Virtual Coordination Meetings (2 x 1HR x 3 Staff)	2.0	2.0	2.0				6.0
							0.0
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							0.0
Total Hours	5.0	2.0	2.0	0.0	0.0		9.0
Billing Rate ($/hr)	$ 292.31	$ 208.79	$ 153.12	$ 125.28	$ 111.36	$ -	
Total Labor Fee	$ 1,461.56	$ 417.59	$ 306.23	$ -	$ -	$ -	$ 2,185.38
						TOTAL LABOR	$ 2,185.38
Direct Expenses							
Mileage							$ -
						TOTAL EXPENSES	$ -
Sub-Consultant Fees							
							$ -
						TOTAL SUBCONSULTANTS	$ -

NC-150 Sinkhole - Brownfields Workplan and Testing
Town of Mooresville
24216.002

BROWNFIELDS WORKPLAN	Project Manager	Senior Engineer	Project Engineer	Associate Engineer	Engineer	0	Totals
Brownfields Workplan Development		24.0	40.0				**64.0**
Brownfields Workplan Revisions		2.0	4.0				**6.0**
Brownfields Workplan Report Development		24.0	64.0				**88.0**
Brownfields Workplan Report Revisions		4.0	8.0				**12.0**
							0.0
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Total Hours	**0.0**	**54.0**	**116.0**	**0.0**	**0.0**		**170.0**
Billing Rate ($/hr)	$ 292.31	$ 208.79	$ 153.12	$ 125.28	$ 111.36	$ -	
Total Labor Fee	$ -	$ 11,274.88	$ 17,761.41	$ -	$ -	$ -	$ 29,036.29
						TOTAL LABOR	$ 29,036.29
Direct Expenses							
Mileage							$ -
						TOTAL EXPENSES	$ -
Sub-Consultant Fees							
							$ -
						TOTAL SUBCONSULTANTS	$ -

NC-150 Sinkhole - Brownfields Workplan and Testing
Town of Mooresville
24216.002

FIELD SAMPLING AND TESTING	Project Manager	Senior Engineer	Project Engineer	Associate Engineer	Engineer	0	Totals
Coordination and Oversight	8.0	12.0					20.0
							0.0
							0.0
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Total Hours	8.0	12.0	0.0	0.0	0.0		20.0
Billing Rate ($/hr)	$ 292.31	$ 208.79	$ 153.12	$ 125.28	$ 111.36	$ -	
Total Labor Fee	$ 2,338.49	$ 2,505.53	$ -	$ -	$ -	$ -	$ 4,844.02
						TOTAL LABOR	$ 4,844.02
Direct Expenses							
							$ -
						TOTAL EXPENSES	$ -
Sub-Consultant Fees							
Froehling & Robertson - Initial Sampling and testing						$ 12,910.00	$ 12,910.00
Froehling & Robertson -Well Installs, Sampling and testing						$ 28,800.00	$ 28,800.00
						TOTAL SUBCONSULTANTS	$ 41,710.00

Town of Mooresville

CONTRACT SUMMARY

To:	Honorable Mayor and Board of Commissioners
From/Department:	Karen Keasey/Facilities Maintenance
Subject:	Amendment #1 - Moor Park Renovation - Phase 1
Consent/Regular:	Consent
Date:	August 4, 2025

Agiloft Contract: 25-835 Amendment #1 - Moor Park Renovation - Phase 1

Vendor: G.L. Wilson Building Company

Term: April 14, 2025 – May 1, 2026

Cost and Funding Source: $25,958.90 : 71540608-5550

Purpose of Contract: for sewer revisions in the amount of $19,085.00 for relocation of existing manhole to coordinate sewer line and debris and material removal at SWP in the amount of $6,873.90 for debris, brick and other material to be located, removed, and disposed of at the location of the new SWP.

Relevant Details: N/A

Specific Terms or Provisions (conditions, triggers & unusual obligations): N/A

A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO TOWN OF MOORESVILLE CONTRACT #25-486 – MOOR PARK RENOVATION - PHASE 1 IN THE AMOUNT OF $25,958.90 FOR ADDITIONAL GOODS AND SERVICES

WHEREAS, North Carolina General Statute Chapter 160A, Article 3 provides municipalities the authority to enter into contracts and appropriate sufficient funds to meet the requirements of those contracts; and

WHEREAS, the Town of Mooresville ("Town") is an incorporated municipality under the laws of the State of North Carolina and entered into a contract with G.L. Wilson Building Company, on April 22, 2025, in the amount of $10,201,900.00, such contract bearing the contract number and title Town of Mooresville Contract #25-486 – Moor Park Renovation - Phase 1; and

WHEREAS, the Town and G.L. Wilson Building Company desire to amend Contract #25-486 by increasing the amount of the contract by $25,958.90 for a new total contract amount of $10,227,858.90 for sewer revisions in the amount of $19,085.00 for relocation of existing manhole to coordinate sewer line and debris and material removal at SWP in the amount of $6,873.90 for debris, brick and other material to be located, removed, and disposed of at the location of the new SWP., such amendment bearing the contract number and title Town of Mooresville Contract #25-835 - Amendment #1 - Moor Park Renovation - Phase 1 ("Amendment"); and

WHEREAS, the Town has determined the provision of the goods and services to be provided under Contract #25-835 - Amendment #1 - Moor Park Renovation - Phase 1 to be in the public interest; and

WHEREAS, the form and substance of the Amendment contemplated herein has been described to the Town Board of Commissioners and a copy of the same have been made available for review.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners for the Town of Mooresville does hereby approve the Amendment in substantially the same form as presented at the Town of Mooresville Board of Commissioners meeting on August 4, 2025 and evidenced by the document known as Amendment #1 - Moor Park Renovation - Phase 1 bearing Town of Mooresville Contract ID #25-835, and further authorizes the Mayor and/or the Town Manager to execute such Amendment, including any changes, modifications, additions, deletions or additional amendments deemed necessary, desirable or appropriate, so long as such changes do not impose any costs in excess of the amount budgeted and approved therefor, nor materially or adversely affects the rights and/or obligations of the Town, and such changes are approved as to form and legality by the Town's legal department, with such Amendment containing a pre-audit certification from the Town's Finance Officer.

Resolved this 4th day of August 2025.

_____
Christopher S. Carney, Mayor

Attest:

_____
Jane Crosby, Town Clerk

Amendment No. 1

Town of Mooresville Contract #25-486 - Moor Park Renovation - Phase 1 by and between G.L. Wilson Building Company and the Town of Mooresville with last date of execution being April 22, 2025, is hereby amended by mutual agreement of the parties as follows:

Increase amount of contract in the amount of $25,958.90 for sewer revisions in the amount of $19,085.00 for relocation of existing manhole to coordinate sewer line and debris and material removal at SWP in the amount of $6,873.90 for debris, brick and other material to be located, removed, and disposed of at the location of the new SWP. This Change Order will increase the contract total amount from $10,201,900.00 to $10,227,858.90. All other provisions of the contract remain unchanged and in force.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be amended in their corporate names by duly authorized officers in duplicate originals, one of which is retained by each of the parties, the day and the year as indicated.

Town of Mooresville by:

_____ Date: _____

Christopher S. Carney, Mayor

Attest:

_____ Date: _____

Jane Crosby, Town Clerk

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act"

_____ Date: _____

Christopher Quinn, Chief Financial Officer

By signing below, the individual certifies that he or she has the authority to execute this document and if doing so without attestation, has the authority to do so without such attestation being affixed hereto.

G.L. Wilson Building Company by:

_____ Date: _____

Robert C. Palmes, Jr., Vice President

G.L. WILSON
BUILDING COMPANY
Commercial and Industrial Construction &nee 1945

PCO #002

G.L. Wilson Building Company
190 Wilson Park Road
Statesville, North Carolina 28625

Project: 05.25.512 - Moor Park Renovation - Phase 1
651 South Broad Street
Mooresville, North Carolina 28115

DRAFT

Prime Contract Potential Change Order #002: CE #005 - Sewer Revisions

TO:	Town of Mooresville 413 N Main Street Mooresville, North Carolina 28115	**FROM:**	G.L. Wilson Building Company 190 Wilson Park Road Statesville, North Carolina 28625
PCO NUMBER/REVISION:	002 / 0	**CONTRACT:**	1 - Moor Park Renovations - Phase 1
REQUEST RECEIVED FROM:		**CREATED BY:**	Trey Page **(G.L. Wilson Building Company)**
STATUS:	Draft	CREATED DATE:	6/16/2025
REFERENCE:	RFI #5&6	**PRIME** CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	$19,085.00

POTENTIAL CHANGE ORDER TITLE: CE #005 - Sewer Revisions

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract ts Changed As Folt[!WS)*
CE #005 - Sewer Revisions (RFI #5&6)
Demo of existing manhole, insta1lation of new doghouse manhole and tie in new service. Subcontract cost $17,350.00.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	2-554.CSC Sewer Work.Subcontracts		$17,350.00
		Subtotal:	**$17,350.00**
		OH&P (10.00% Applies to All Line Items):	$1,735.00
		Grand Total:	**$19,085.00**

Dan Dodd (FitFields)
314 Tom Hall Street
Fort Mill, South Carolina 29715

SIGNATURE 7/8/25 **DATE**

Town of Mooresville
413 N Main Street
Mooresville, North Carolina 28115

SIGNATURE **DATE**

G.L. Wilson Building Company
190 Wilson Park Road
Statesville, North Carolina 28625

SIGNATURE **DATE**

G.L. WILSON
BUILDING COMPANY
Commercial and Industrial Construction S,nce 1945

PCO #004

G.L. Wilson Building Company
190 Wilson Park Road
Statesville, North Carolina 28625

Project: 05.25.512 - Moor Park Renovation - Phase 1
651 South Broad Street
Mooresville, North Carolina 28115

DRAFT

Prime Contract Potential Change Order #004: CE #006 - Bottom of SCM B Pond Undercut

TO:	Town of Mooresville 413 N Main Street Mooresville, North Carolina 28115	**FROM:**	G.L. Wilson Building Company 190 Wilson Park Road Statesville, North Carolina 28625
PCO NUMBER/REVISION:	004 / 0	**CONTRACT:**	1 - Moor Park Renovations - Phase 1
REQUEST RECEIVED FROM:		**CREATED BY:**	Trey Page **(G.L. Wilson Building Company)**
STATUS:	Draft	**CREATED DATE:**	6/19/2025
REFERENCE:		**PRIME** CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:	SCM-B	ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$6,873.90

POTENTIAL CHANGE ORDER TITLE: CE #006 - Bottom of SCM B Pond Undercut

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDERDESCRIPTION: *(The Contract Is Changed As Follows)*
CE #006 - Bottom of SCM B Pond Undercut
ECS provided direction to undercut SCM B pond per Field Report 2 attached. Excavated 14 quad loads of material and hauled offsite.

ATTACHMENTS:

Moor Park - Sl M 1429291.pcjf

#	Budget Code	Description	Amount
1	2-202.LCL Erosion Control.Contract Labor	Labor	$1,662.00
2	2-202.ECO Erosion Control.Co Owned Equipment	Equipment	$2,586.00
3	2-202.ECO Erosion Control.Co Owned Equipment	Trucking	$1,940.00
4	1-810.OCO Performance Bond.Company Overhead		$61.00
		Subtotal:	**$6,249.00**
		OH&P (10.00% Applies to All Line Items):	$624.90
		Grand Total:	**$6,873.90**

Dan Dodd (FitFields)
314 Tom Hall Street
Fort Mill, South Carolina 29715

SIGNATURE 7/8/25 DATE

Town of Mooresville
413 N Main Street
Mooresville, North Carolina 28115

SIGNATURE DATE

G.L. Wilson Building Company
190 Wilson Park Road
Statesville, North Carolina 28625

SIGNATURE DATE

Town of Mooresville

CONTRACT SUMMARY

To:	Honorable Mayor and Board of Commissioners
From/Department:	Karen Keasey/Facilities Maintenance
Subject:	Amendment #1 - Cornelius Road Park Phase II
Consent/Regular:	Consent
Date:	August 4, 2025

Agiloft Contract : 25-853 Amendment #1 - Cornelius Road Park Phase II

Vendor: G.L. Wilson Building Company

Term: May 10, 2024 – October 31, 2025

Cost and Funding Source: $123,189.00 : 71540608-5550

Purpose of Contract:

- Change Order #021 in the amount of $52,682.30 for additional contract scope along Cornelius Road to include extend existing RCP East of entrance drive, remove trees that are in the toe of the slope to be replanted with Maples, extend existing RCP West of entrance drive and replace headwall and remove and relocate driveway pipe located inside fill slope, rework ditch line and stone drive.
- Change Order #022 in the amount of $70,506.70 for the remobilization to complete the Cornelius Road widening portion of the contract scope.

Relevant Details: N/A

Specific Terms or Provisions (conditions, triggers & unusual obligations): N/A

A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO TOWN OF MOORESVILLE CONTRACT # 24-588 – CORNELIUS ROAD PARK PHASE II IN THE AMOUNT OF $123,189.00 FOR ADDITIONAL GOODS AND SERVICES

WHEREAS, North Carolina General Statute Chapter 160A, Article 3 provides municipalities the authority to enter into contracts and appropriate sufficient funds to meet the requirements of those contracts; and

WHEREAS, the Town of Mooresville ("Town") is an incorporated municipality under the laws of the State of North Carolina and entered into a contract with G.L. Wilson Building Company, on May 10, 2024, in the amount of $7,334,950.00, such contract bearing the contract number and title Town of Mooresville Contract #24-588 – Cornelius Road Park Phase II; and

WHEREAS, the Town and G. L. Wilson Building Company desire to amend Contract #24-588 by increasing the amount of the contract by $123,189.00 for a new total contract amount of $7,458,139.00 for Change Orders #021 and #022, such amendment bearing the contract number and title Town of Mooresville Contract #25-853 -Amendment #1 – Cornelius Road Park Phase II; and

WHEREAS, the Town has determined the provision of the goods and services to be provided under Contract #25-853 - Amendment #1 – Cornelius Road Park Phase II to be in the public interest; and

WHEREAS, the form and substance of the Amendment contemplated herein has been described to the Town Board of Commissioners and a copy of the same has been made available for review.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners for the Town of Mooresville does hereby approve the Amendment in substantially the same form as presented at the Town of Mooresville Board of Commissioners meeting on August 4, 2025 and evidenced by the document known as Amendment #1 – Cornelius Road Park Phase II bearing Town of Mooresville Contract ID #25-853, and further authorizes the Mayor and/or the Town Manager to execute such Amendment, including any changes, modifications, additions, deletions or additional amendments deemed necessary, desirable or appropriate, so long as such changes do not impose any costs in excess of the amount budgeted and approved therefor, nor materially or adversely affect the rights and/or obligations of the Town, and such changes are approved as to form and legality by the Town's legal department, with such Amendment containing a pre-audit certification from the Town's Finance Officer.

Resolved this 4th day of August 2025.

_____

Christopher S. Carney, Mayor

Attest:

_____

Jane Crosby, Town Clerk

Amendment No. 1

Town of Mooresville Contract #24-588 - Cornelius Road Park Phase II by and between G.L. Wilson Building Company and the Town of Mooresville with last date of execution being May 10, 2024, is hereby amended by mutual agreement of the parties as follows:

Extending the contract completion date to October 31, 2025. Increase amount of contract in the amount of $123,189.00 for the execution of Change Order #021 and Change Order #022 shown in Exhibit A.

- Change Order #021 in the amount of $52,682.30 for additional contract scope along Cornelius Road to include: extend existing RCP East of entrance drive, remove trees that are in the toe of the slope to be replanted with Maples, extend existing RCP West of entrance drive and replace headwall and remove and relocate driveway pipe located inside fill slope, rework ditch line and stone drive.
- Change Order #022 in the amount of $70,506.70 for the remobilization to complete the Cornelius Road widening portion of the contract scope.

This Change Order will increase/decrease the contract total amount from $7,334,950.00 to $7,458,139.00. All other provisions of the contract remain unchanged and in force.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be amended in their corporate names by duly authorized officers in duplicate originals, one of which is retained by each of the parties, the day and the year as indicated.

Town of Mooresville by:

_____ Date: _____

Christopher S. Carney, Mayor

Attest:

_____ Date: _____

Jane Crosby, Town Clerk

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act"

_____ Date: _____

Christopher Quinn, Chief Financial Officer

By signing below, the individual certifies that he or she has the authority to execute this document and if doing so without attestation, has the authority to do so without such attestation being affixed hereto.

G.L. Wilson Building Company by:

_____ Date: _____

Julia Wilson, Vice President

EXHIBIT A

G.L. WILSON BUILDING COMPANY
Commercial and Industrial Construction Since 1945

PCO #021

G.L. Wilson Building Company
190 Wilson Park Road
Statesville, North Carolina 28625

Project: 05.24.414 - Cornelius Road Park Phase II
247 Cornelius Road
Mooresville, North Carolina 28117

DRAFT

Prime Contract Potential Change Order #021: Cornelius Road Additional Scope

TO:	Town of Mooresville 413 N Main Street Mooresville, North Carolina 28115	**FROM:**	G.L. Wilson Building Company 190 Wilson Park Road Statesville, North Carolina 28625
PCO NUMBER/REVISION:	021 / 0	**CONTRACT:**	1 - Cornelius Road Park Phase II
REQUEST RECEIVED FROM:		**CREATED BY:**	Ben Loftis (G.L. Wilson Building Company)
STATUS:	Draft	**CREATED DATE:**	4/28/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$52,682.30

POTENTIAL CHANGE ORDER TITLE: Cornelius Road Additional Scope

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Additional scope along Cornelius Road including:

- Extend existing RCP East of entrance drive.
- Remove trees that are in the toe of the slope. Replant with Maples.
- Extend existing RCP West of entrance drive and replace headwall
- Remove and relocate driveway pipe located inside fill slope. Rework ditch line. Stone drive.

Reference attached marked up R-02 RFI response for locations of work.

Reference attached pdf for breakout of pricing per item above.

ATTACHMENTS:
RFI Response CORNELIUS ROAD NCDOT IMPROVEMENTS-R-02 (1).pdf , CornRoad Add Scope PCO 06.09.2025.pdf

	Town of Mooresville 413 N Main Street Mooresville, North Carolina 28115	**G.L. Wilson Building Company** 190 Wilson Park Road Statesville, North Carolina 28625
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

G.L. WILSON BUILDING COMPANY
Commercial and Industrial Construction Since 1945

PCO #022

G.L. Wilson Building Company
190 Wilson Park Road
Statesville, North Carolina 28625

Project: 05.24.414 - Cornelius Road Park Phase II
247 Cornelius Road
Mooresville, North Carolina 28117

DRAFT

Prime Contract Potential Change Order #022: Cornelius Road Remobilization

TO:	Town of Mooresville 413 N Main Street Mooresville, North Carolina 28115	**FROM:**	G.L. Wilson Building Company 190 Wilson Park Road Statesville, North Carolina 28625
PCO NUMBER/REVISION:	022 / 0	**CONTRACT:**	1 - Cornelius Road Park Phase II
REQUEST RECEIVED FROM:		**CREATED BY:**	Ben Loftis (G.L. Wilson Building Company)
STATUS:	Draft	**CREATED DATE:**	4/28/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	90 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$70,506.70

POTENTIAL CHANGE ORDER TITLE: Cornelius Road Remobilization

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #043 - Cornelius Road Remobilization Changes
Remobilize to complete the Cornelius Road Widening portion of the contract scope. Please reference delay letter dated 8/9/2024. To date (5/1/2025) GL Wilson has not been cleared to complete this work. We assume approval to schedule work within the next two weeks with anticipated mobilization to complete work in June/July of 2025. We request 90 additional calendar days be added to the contract time to complete this scope of work from formal notice to proceed from the Town of Mooresville.

Date of Substantial Completion for this portion of the scope changes to 10/6/2025 assuming approval to begin work by 5/15/2025.

Please reference attached pdf for breakout of costs.

ATTACHMENTS:
Corn Raod REMOB 05.01.2025.pdf , C Park Notice of Change Roadway 08.09.2024.pdf

	Town of Mooresville 413 N Main Street Mooresville, North Carolina 28115	**G.L. Wilson Building Company** 190 Wilson Park Road Statesville, North Carolina 28625
SIGNATURE DATE	**SIGNATURE** DATE	**SIGNATURE** DATE

ORDINANCE NO. 2025-____

Cornelius Road Park Phase II Capital Project Budget Ordinance for the Town of Mooresville – Amendment 4

BE IT ORDAINED by the Board of Commissioners of the Town of Mooresville, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is the design and construction of Cornelius Road Park Phase II and the acquisition of any necessary furnishings and equipment, land, right-of-way, and easement in land required to be financed by revenue sources identified in Section 5.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following changes will occur with the adoption of this ordinance:

Current Budget:

Cornelius Road Park Phase 2					
	Design		Construction	Total	
$	420,001	$	7,588,551	$ 8,008,552	Amendment 3

Change:

Appropriate Interest Income				
$	-	$	41,632	$ 41,632

New Budget:

Cornelius Road Park Phase 2					
	Design		Construction	Total	
$	420,001	$	7,630,183	$ 8,050,184	Amendment 4

Section 4: The following amounts are appropriated for the project:

Design		$ 420,001
Construction		7,630,183
	Total Appropriations	$ 8,050,184

Section 5: The following revenues are anticipated to be available to complete this project:

Transfer from Capital Reserve Fund – General	$ 8,000,000
Transfer from General Fund (Liberty Park Project Ord.)	8,552
Interest Income- General Capital Projects Fund	41,632
Total Estimated Revenues	$ 8,050,184

Section 6: The Chief Financial Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy Generally Accepted Accounting Principles and North Carolina State Statute.

Section 7: Funds may be transferred from the funding source as set out in Section 5 for the purpose of making payments as due.

Section 8: The Chief Financial Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 4 and on the total revenues received or claimed.

Section 9: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 10: The Budget Officer is hereby authorized to transfer appropriations as set forth herein between line item expenditures as deemed necessary during the course of the development of the project, provided that (a) the amount of any such transfer shall not exceed $90,000 without prior approval of the Board of Commissioner, and (b) an official report of all such transfers at the next regular meeting of the Board of Commissioners.

Section 11: Copies of this capital project ordinance shall be furnished to the Town Clerk, and the Budget Officer and the Chief Financial Officer for direction in carrying out this project.

Section 12: Authorized project expenditures represent appropriations necessary for the completion of projects and therefore do not require reappropriation in any subsequent fiscal year.

Section 13: At the completion of the project, any unspent funds shall be transferred to a holding line within the Capital Project Fund for allocation to upcoming capital projects.

Adopted this the 4th day of August 2025.

_____

Christopher S. Carney, Mayor

Attest: _____

Jane Crosby, Town Clerk

MASTER VENDOR AGREEMENT

This Master Vendor Agreement (this "Agreement") is made and entered into as of the date of last execution of this Agreement by both parties (the "Effective Date"), and is made by and between the Town of Mooresville, a municipal corporation located in Iredell County, North Carolina (the "Town"), and $formula($company_name), a Click or tap here to enter text. authorized to do business in the State of North Carolina, with its principal place of business at $formula($city0), $formula($state_province) ("Vendor"). The Town and Vendor are sometimes herein referred to individually each as a "Party" and collectively as the "Parties."

This Agreement sets forth the terms and conditions under which the Vendor will perform certain services and/or provide certain goods and materials for the Town on a Quote and associated Purchase Order basis (as hereinafter defined) for the duration of this Agreement. In consideration of the mutual promises contained in this Agreement, and for other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged. This Agreement is intended to govern the relationship of the Parties and in no way guarantees that Town will utilize the Services of Vendor or purchase Deliverables in any amount or quantity unless or until a Quote and associated Purchase Order is issued referencing the number assigned to this Agreement by Town. The Town and Vendor agree as follows:

1 DEFINITIONS

The following terms have the meanings given below unless otherwise specified in this Agreement:

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1.1 "Deliverables" means the Services provided, including goods and materials, identified in the Quote from the Vendor or in a Purchase Order.

1.2 "Purchase Order" means a document provided by Town to Vendor to confirm the purchase of goods or services based on a Quote provided by Vendor and that funds are available and authorized for said purchase. Any Purchase Order being made under a Master Vendor Agreement shall reference the number assigned to the Master Vendor Agreement by the Town.

1.3 "Quote" means a document issued by the Vendor specifying the Deliverables to be provided for a stated price, at a stated location and within a stated time. Any pre-printed terms and conditions on a Quote or Purchase Order or on any Vendor issued documents are hereby rejected by the parties, and any such terms are hereby voided.

1.4 "Services" means the services furnished by or on behalf of Vendor to the Town under this Agreement and further defined under each Quote and associated Purchase Order.

2 SERVICES AND DELIVERABLES

2.1 Services and Deliverables. Vendor shall perform the Services in a good and workmanlike manner and/or provide any goods or materials without damage in accordance with this Agreement and the Quote and associated Purchase Order. Vendor represents and agrees that:

2.1.1 Vendor is experienced, qualified, skilled, and fully capable of performing the Services in a competent, ethical, and professional manner;

2.1.2 Vendor will exercise reasonable care and diligence, and will act in accordance with generally accepted standards of Vendor's practice that are applicable in the area;

2.1.3 Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, rules, and regulations;

2.1.4 Vendor shall possess all necessary qualifications, licenses, and certifications to perform the Services or provide the Deliverables;

2.1.5 Vendor shall perform all work in a timely manner and in accordance with all schedules or agreed upon delivery dates;

2.1.6 Vendor shall work in good faith with the Town to meet any requirements imposed by the federal or state government or other funding entity if grants are used to fund any portion of the work;

2.1.7 Vendor shall ensure that the individual(s) signing this Agreement have the right and power to do so and bind Vendor to the obligations set forth herein, and such individual(s) warrant that they have such authority. The individual(s) signing this Agreement, furthermore, personally represent and warrant that he/she/they have the authority to sign this Agreement on behalf of Vendor and may be held personally liable for any breach of this representation or warranty.

2.2 Amendment to Agreement. Either party may propose changes to this Agreement. In order to be effective, such changes must be mutually agreed to in a writing signed by both parties.

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3 COOPERATION AND DELAYS

3.1 Cooperation. The parties agree to reasonably cooperate in good faith to ensure the successful completion of each Quote and associated Purchase Order under this Agreement, including the dedication of resources and personnel necessary to achieve completion within established timeframes and maintaining ongoing communications. Town shall not issue an initial Purchase Order in connection with this Agreement, but will issue individual Purchase Orders referencing this Agreement based on the accepted Quote (each automatically incorporated into this Agreement by reference). The terms of this Agreement shall apply to any and all accepted Quotes and associated Purchase Orders issued either during the term of this Agreement or during the term of any renewal hereof.

3.2 Town Delay. The Town acknowledges that achieving the completion dates set forth in each Quote is contingent upon the Town's cooperation, including timely delivery to the Vendor of all reasonably requested content, materials, information, and approvals specified in the Quote. The Town shall be responsible for any delay in the Services and failure to meet the specified due dates to the extent such delay arises out of the Town's action or inaction or failure to provide any items reasonably requested by Vendor as set forth herein ("Town Delay").

3.3 Vendor Delay. Time is of the essence in the performance of this Agreement. In the event a Quote or Purchase Order specifies a due date, and the Vendor is unable to meet the due date, Vendor shall promptly notify the Town of the delay. The Vendor shall be responsible for any delay in the Services and failure to meet the specified due dates to the extent such delay arises out of the Vendor's action or inaction, including the action or inaction of Vendor's employees, agents or subcontractors ("Vendor Delay"). For purposes of this Section, "Vendor" includes Vendor's employees, agents, and all subcontractors working

for Vendor. Whether a Vendor Delay constitutes a material breach of this Agreement shall be determined in the reasonable discretion of the Town.

4 PAYMENT AND ACCEPTANCE

4.1 Invoicing. Vendor shall invoice the Town for the fees payable for the Services and Deliverables to be provided by Vendor hereunder. Payments for Services and Deliverables accepted by the Town as set forth in each Quote and/or associated Purchase Order shall be due within forty-five (45) days from the date the Town receives an invoice for same. In the event the Town finds any part of an invoice not to be acceptable, it shall identify to Vendor the part or parts which are not acceptable and shall pay the part or parts of the invoice which are acceptable. The Town shall have the right to deduct from payments to the Vendor any costs or damages incurred, or which may be incurred, by Town as a result of Vendor's failure to perform the Services, following reasonable notice and opportunity to cure such nonperformance by Vendor.

4.2 Expenses and Equipment. Unless otherwise agreed to in a writing signed by both parties, each party shall be solely responsible for its own expenses associated with performing its obligations under this Agreement, including but not limited to out of pocket expenses paid or incurred by the Vendor (such as travel, lodging, meals, gas, tolls, and mileage), as well as provision and maintenance of all equipment, tools, supplies, hardware, software, facilities, and other materials and services necessary for the performance of the Services and creation of the Deliverables. Town assumes no responsibility for the equipment or property of Vendor used in connection with the performance of its obligations hereunder and no insurance coverage provided to Town by Town's provider shall apply to said equipment or property.

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4.3 Acceptance. All work performed pursuant to this Agreement is subject to inspection and approval by both (i) the Town, through its authorized employees or agents and (ii) the Town's Risk Management Department or insurance carrier, which may include without limitation inspection for functionality, as well as regulatory, environmental or occupational compliance. Vendor shall be responsible for the professional quality, technical accuracy, competence, methodology, and coordination of all services hereunder to the satisfaction of the Town.

5 PERSONNEL

5.1 Each Party shall be fully responsible for, and comply with all applicable laws, rules, and regulations regarding any personnel performing obligations hereunder, including but not limited to any employees, contractors, subcontractors, consultants, agents, and representatives. Should Vendor use the services of a subcontractor, Vendor shall remain fully responsible for performance of all obligations it is required to perform under this Agreement. No changes in those personnel or subcontractors as designated shall occur without the prior written consent of Town, which shall not be unreasonably withheld, so long as the replacement personnel have the same or higher qualifications than the original personnel or subcontractor submitted and meets all other applicable standards. Should the Town determine in its discretion that any person on the project appears to be incompetent, disorderly, or otherwise unsatisfactory, Town shall notify Vendor in writing and such person shall be removed from the project and shall not again be employed on it except with the prior written consent of the Town. No automatic extension of the Agreement term will be granted for replacement of personnel or subcontractors.

6 TERM AND TERMINATION

6.1 Term. The term of this Agreement (the "Term") shall begin on the Effective Date and continue until $formula(dateformat("MMMMM' 'dd', 'yyyy",$contract_end_date)), unless earlier terminated due to (i) termination for convenience as provided for in Section 6.2 below; or (ii) termination for an Event of Default (as hereinafter defined) as provided for in Article 13 below.

6.2 Termination for Convenience. Either party may terminate this Agreement for convenience, without penalty or further liability, by providing thirty (30) days written notice to the non-terminating party. Upon receipt of notice of termination from the Town, the Town, at its election, can direct Vendor to complete any Services Vendor is currently performing or is contracted to perform and Vendor may complete the delivery of goods already in process prior to the date notice was given, provided that stopping said process is not feasible or practicable.

6.3 Termination For Convenience and Payments. If any payments are outstanding on the date of a termination for convenience, the Town will pay Vendor for any Services performed and Deliverables provided up to the date of notice of termination, and Vendor shall deliver to the Town any and all results of such Services and Deliverables.

6.4 Termination due to Event of Default and Payments. In the event of a termination due to an Event of Default by Vendor, Vendor shall be paid for any Services performed and Deliverables provided up to the date of notice of termination, less any costs or expenses incurred or anticipated to be incurred by the Town due to any errors or omissions of Vendor or by reason of Vendor's breach of this Agreement.

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7 OWNERSHIP OF DOCUMENTS AND DELIVERABLES

7.1 Ownership of Documents and Deliverables. Town shall be granted, at no additional cost, ownership of all documents and Deliverables, including any reports, memorandum, drawings, specifications, plans, or other documents or goods which are, by their nature, designed to be delivered to the Town under this Agreement. Vendor shall deliver such documents or Deliverables prior to final payment, if not delivered earlier, or within 7 days after termination of this Agreement if this Agreement is terminated for any reason.

7.2 Other Projects. The Town may use such documents or Deliverables for any reason not related to this project without additional compensation to the Vendor. Such use by the Town for other projects shall be at the full risk of the Town.

7.3 Copyrightable Materials and Inventions. To the extent permitted by law, any copyrightable material or patentable inventions, including but not limited to drawings, photographs, and videos, (herein the "Work Product"), shall be deemed a work for hire and all copyrights in such Work Product shall be the property of the Town. In the event it is determined by that any Work Product is not a work for hire under applicable law, the Vendor hereby assigns to the Town all copyrights, intellectual property rights, and any common law, statutory and other reserved rights to such works constituting the Work Product when and as created with the royalty-free, non-exclusive, worldwide, irrevocable right to reproduce, publish or otherwise use and to authorize others to use, the Work Product for Town purposes. Vendor agrees to execute any documents the Town requests to formalize this transfer and assignment of rights.

8 PUBLIC RECORDS

8.1 Vendor acknowledges and agrees that the Town is subject to the Public Records Act, as codified in Chapter 132 of the North Carolina General Statutes. By executing this Agreement, Vendor acknowledges that the Town is obligated to comply with the Public Records Act, which may be amended from time-to-time, and in so complying, the Town may disclose any and all information Vendor has provided to the Town, including but not limited to, this Agreement and any correspondence from or to Vendor. Pursuant to G.S. 132-1.2(1), the Vendor may designate confidential information as a "trade secret" or "confidential" and upon the request of Vendor, the Town will not disclose such records that would otherwise be entitled to protection under G.S. 132-1.2(1). The Town will determine in its sole discretion whether such information is entitled to such protection under the Public Records Act. Should the Town withhold such information from any public records request at the request of Vendor, the Vendor shall indemnify and hold the Town harmless from any action or claim brought against the Town that such records are public. The Town shall not be liable to Vendor for disclosing this Agreement, or any documents or communications made or received in relation thereto, to any third party or the public at large, if such disclosure is made by Town in a good faith effort, within its sole discretion, to comply with any public records request or other applicable laws.

9 REPRESENTATIONS AND WARRANTIES

9.1 Mutual Representations and Warranties. Each of the parties represents and warrants to the other that (i) it has the full corporate power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) the person executing this Agreement on behalf of such party has been authorized to do so; (iii) this Agreement does not conflict with or breach any Agreement between such party and a third party; (iv) in performing this Agreement, it will comply with all applicable laws, rules, and regulations, whether local, state, or federal and that (v) it will obtain and maintain at its own expense all approvals, permissions, permits, licenses, and other forms of documentation or certification required for its performance under this Agreement, except to the extent expressly stated elsewhere herein.

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9.2 Limitation on Contractual Authority. Notwithstanding anything in this Agreement to the contrary, for Purchase Orders in amounts of Ninety Thousand Dollars (\$90,000.00) or more, only the Mayor on behalf of the Town Board of Commissioners or another specifically designated in writing by said person(s) to exercise their respective authority related to the Agreement shall be authorized to enter into, modify or otherwise bind the Town to the Agreement in any way. For any Purchase Order in an amount under Ninety Thousand Dollars (\$90,000.00), the Town Manager shall be authorized to enter into, modify or otherwise bind the Town to the Agreement; provided, however, that such authority has been granted and may be withdrawn at any time by the Town Board of Commissioners. Furthermore, the Town Manager shall have the authority to designate in writing Assistant Town Managers to enter into, modify or otherwise bind the Town to Purchase Orders and to authorize in writing other Town employees to enter into, modify or otherwise bind the Town to Purchase Orders in accordance with Town policy and applicable North Carolina law; provided, however, that such authority has been granted and may be withdrawn at any time by the Town Board or the Town Manager as the case may be. Any such action shall be taken only by the signed written consent thereof, and no party shall rely upon any verbal communications or otherwise upon the authority of any other agent of the Town in lieu thereof. This provision shall apply to prevent any inadvertent or passive modification to the terms of the Agreement through communications between the parties as may otherwise be allowed by law, including but not limited to any such provision of the North Carolina Uniform Commercial Code, if applicable.

9.3 Services Warranty. Vendor represents and warrants that, subject to Vendor's professional and ethical obligations, (i) the Services will be provided in a timely, professional, and workmanlike manner; (ii) Vendor personnel will have the requisite experience, skills, knowledge, training, licensure (as applicable), and education to perform the Services in accordance with this Agreement; and (iii) any goods, products, or work product which resulted from the Services will comply with all specifications contained in the Quote and/or Purchase Order and be free from material defects for a period of one (1) year from the date the Deliverables are completed or delivered and accepted as evidenced by final payment and a formal written acceptance from the Town, if required, unless a longer period is specified in the Quote and/or Purchase Order or a longer period is necessitated due to a reported defect. Vendor shall, at its sole expense, obtain any and all licenses, permissions, approvals, or similar consents required to perform this Agreement unless otherwise noted. Should there be any deficiency in the Deliverables noted by the Town for cure, even if final payment has been made, then said warranty period shall not begin until said deficiency is cured to the Town's satisfaction and a formal written acceptance is provided.

9.4 Intellectual Property. Vendor represents and warrants that all Deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that Vendor shall not be responsible for any claim arising solely from Vendor's adherence to Town's written instructions or directions which do not involve items of Vendor's origin, design, or selection. Should any Deliverable not be an original, Vendor warrants that it has obtained all necessary licenses and has the rights to use the copyright, trademark, or other intellectual property rights regarding the Deliverable and to assign the same to Town if necessary. Vendor shall indemnify and hold harmless Town for any breach by Vendor of this warranty.

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9.5 Goods and Materials. Vendor represents and warrants that all Deliverables, materials, supplies, and/or goods provided or obtained by Vendor shall be free from defects, be of merchantable quality, and appropriate for the use made thereof.

9.6 Applicable Law. Vendor shall have the sole responsibility to comply and to ensure compliance by any subcontractors with all local, state, and federal laws pertaining to its performance under this Agreement and any Purchase Order, including adherence to all applicable building or safety codes, life safety requirements, and the acquisition and expense of any required permits, licenses, approvals, or similar consents. By way of example and not limitation, Vendor and all subcontractors Vendor hires shall comply, when applicable, with the Occupational Safety and Health Act of 1970 ("OSHA") and regulations relating thereto, The Occupational Safety and Health Act of North Carolina in Chapter 95 of Article 16 in the North Carolina General Statutes and any regulations relating thereto, the Americans with Disabilities Act of 1990 ("ADA"), the 2010 Americans with Disabilities Act Standards for Accessible Design and other laws or regulations relating thereto, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendment and Reauthorization Act of 1986 (SARA) and related regulations of the Environmental Protection Agency ("EPA"). Town, in its sole discretion, may require Vendor or its subcontractors to submit a safety plan. Additionally, Vendor shall comply with any Town standards of conduct while on Town property or while performing work on behalf of the Town. Failure to comply with applicable law or other standards shall be grounds for immediate termination.

10 CONFLICTS OF INTEREST, GIFTS AND FAVORS

10.1 Vendor certifies that it is aware of and shall comply with all laws related to conflicts of interest, gifts, favors and the like, specifically including but not limited to G.S. §133-31, G.S. §133-32, and G.S. §14-234. Vendor hereby certifies it has no undisclosed conflicts of interest with respect to this Agreement, including but not limited to conflicts that may be due to representation of other clients, customer or vendees, other contractual relationships of Vendor, or any interest in property that Vendor may have. Furthermore, Vendor asserts it will not engage in any action that would create a conflict of interest for any Town employee or other person during performance of, or otherwise related to, this Agreement. Should a conflict of interest arise during the term of this Agreement, Vendor shall immediately disclose said conflict in writing to Town. Violation of this section shall justify immediate termination of this Agreement.

11 INSURANCE

11.1 Town requires and Vendor agrees to obtain and provide proof of applicable insurance of the types and in the amounts as noted in **Exhibit A**, attached hereto and incorporated herein by reference, which is entitled Insurance Requirements. Vendor further agrees to provide proof of insurance by any subcontractor hired by Vendor upon the request of the Town. **Exhibit A** lists the basic requirements for all insurance policies, as well as the base insurance types and amounts required for all projects by Town. Additional coverages may be required based on job type, special risks, or high hazards. Any such additional coverages required shall be noted in **Exhibit B,** entitled Special Insurance Requirements, which is attached hereto and incorporated herein by reference. All coverages, whether base or special in nature, must be evidenced and confirmed by a COI provided to the Town prior to execution of this Agreement.

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12 LIMITATION OF LIABILITY AND INDEMNIFICATION

12.1 Limitation of Liability. The Town shall not have any liability to Vendor for any lost profits, loss of business, loss of use, lost savings, or other consequential, special, incidental, indirect, exemplary, or punitive damages, even if the Vendor has been advised of the possibility of such damages.

12.2 Indemnification. Vendor shall hold harmless and indemnify the Town, and its officers and employees from any claim, expense, liability, loss, or damages, including reasonable attorneys' fees, by whomsoever brought or alleged, resulting from (a) any breach by Vendor of any term or condition of this Agreement or an amendment thereto, (b) any breach or violation by Vendor of any applicable federal, state, or local law, (c) any third party injury or death to any person; (d) any injury or death of Vendor or any employee, agent, or subcontractor working at the direction of the Vendor; or (e) any loss, damage, or destruction to any property, except to the extent such claims, expenses, loss, or other damage results from the negligence or intentional acts or omissions of the Town, its officers and employees, or any third party not under control or working at the direction of Vendor. The Town agrees to give the Vendor prompt written notice of any indemnifiable claim.

12.3 Intellectual Property Indemnification. Vendor shall indemnify and hold harmless Town against all loss, liability, and damage, including costs and expenses (including reasonable attorneys' fees), by whomsoever brought or alleged, resulting from any action or claim brought or threatened alleging that the manufacture, use, sale, or resale of any goods or the Services supplied under this Agreement infringes any patent or patent rights, trademark, trade secret, copyright, or other intellectual property right of a third party, and Vendor shall when notified, defend any action or claim of such infringement at its own expense. Vendor shall, at its expense, and upon approval of the Town, either (i) obtain for the Town the right to continue to use the goods or work product which resulted from the Services as intended, (ii)

modify the goods or work product which resulted from the Services so that it becomes non-infringing, without materially altering the functionality, or (iii) replace the goods or work product which resulted from the Services with a functionally equivalent non-infringing good or Work Product.

12.4 Constitutional Limitation on Indemnification. The parties acknowledge and understand that an unlimited indemnification by Town constitutes a violation of the North Carolina Constitution and is void and unenforceable by operation of law. Any indemnification given by Town to Vendor under the Agreement shall be deemed to be given only to the fullest extent allowed by law.

13 EVENT OF DEFAULT AND SURVIVAL

13.1 Default. An "Event of Default" hereunder means either party's failure to perform any of its obligations hereunder or to make adequate progress toward completion, which failure is not cured within ten (10) days after written notice from the non-defaulting party, or, in the event such failure cannot be reasonably cured within such ten (10) day period, such time period as is reasonable under the circumstances, not to exceed a total of thirty (30) days, provided the defaulting party shall promptly commence to cure and diligently prosecute same to completion. Additionally, the filing of bankruptcy by a party, any act of assignment or the appointment of a receiver for the benefit of creditors shall immediately be considered an Event of Default without any requirement for notice or opportunity to cure.

13.2 Rights upon Default. If an Event of Default occurs, either party will have all rights and remedies available to it at law or in equity, subject to any limitations of liability contained in this Agreement. In addition to such rights and remedies, the non-defaulting party also may declare this Agreement immediately terminated upon written notice.

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13.3 Other Rights. In addition to any other remedies available by law, the Town shall have the right to deduct from payments to the Vendor any costs, damages, and expenses that have been or may be incurred by the Town as a result of an Event of Default of the Vendor under this Agreement.

13.4 Surviving Provisions. Upon the expiration of this Agreement, or if this Agreement is terminated for any reason whatsoever, the terms in the following provisions will survive: Articles 9, 11, 12, and 13.

14 CHOICE OF LAW AND VENUE.

14.1 Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of North Carolina, without regard to conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

14.2 Choice of Venue. The parties designate the state court of Iredell County, North Carolina exclusively as the proper venue for any dispute arising out of or related to this Agreement. Notwithstanding the foregoing, any dispute or controversy arising out of or relating to this Agreement, with the exception of any dispute as to the validity or binding effect of this Agreement, which is conclusively presumed, shall be first submitted to non-binding mediation in Iredell County, North Carolina under the rules governing court-ordered mediation in North Carolina. No services shall be delayed or postposed pending resolution of any dispute unless the Town otherwise agrees in writing. Non-binding mediation shall occur within 60 days after the dispute arises, unless an extension of time has been agreed to in writing by both parties.

15 MISCELLANEOUS.

15.1 Assignment. Vendor shall not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the Town. The Town's consent to any assignment shall not relieve Vendor of any obligation under this Agreement. Any attempted assignment in violation of this Section 15.1 will be void and of no effect; and the non-assigning party may choose to treat the attempted assignment as an Event of Default under Section 13.1. This Agreement will be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, permitted assigns, and legal representatives.

15.2 Independence of Parties. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Vendor is solely responsible for its Services and the supervision of its employees and permitted subcontractors. All persons assigned by Vendor to provide Services pursuant to this Agreement, shall, for all purposes of this Agreement, be considered employees of Vendor only. Vendor shall assume sole and exclusive responsibility for the payment of wages to individuals for services performed under this Agreement and the withholding of all applicable Federal, State, and local taxes, unemployment insurance, and maintaining workers compensation coverage in an amount and under such terms required by law. Should Vendor, any of its employees, subcontractors or subcontractors' employees be injured while performing under this Agreement, Vendor shall remain liable for the same and indemnify and hold Town harmless from any liability therefor, regardless of whether Vendor carries workers' compensation insurance coverage or not.

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15.3 Integration. Each party acknowledges that this Agreement, the Quotes and each Purchase Order together constitute the entire Agreement and complete and exclusive statement of the terms and conditions between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

15.4 Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "Force Majeure"), including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that the party claiming a delay or adverse effect due to Force Majeure gives prompt written notice thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than thirty (30) days.

15.5 Notices. Unless otherwise specified in this Agreement, all notices and other communications hereunder shall be in writing and shall be sent by nationally recognized overnight courier (delivery confirmation requested) to the relevant party at the address listed on the front (or at such other address a party shall specify).

A copy of any notices to Town shall be addressed as follows:

To: Town of Mooresville
c/o Town Manager
P.O. Box 878
Mooresville, NC 28115

With copy to: Town of Mooresville
c/o Town Attorney
413 N. Main Street
Mooresville, NC 28115

A copy of any notices to Vendor shall also be sent to:
$formula($company_name)
$formula($address_1_and_2_in_block_format)
$formula($city0), $formula($state_province) $formula($zip_or_postal_code0)

Notices and communications may also be sent by electronic mail, but such method shall not be a substitute for providing written notice as required by this Section 15.5.

15.6 No Waiver. No failure or delay by either party in exercising any right, power, or remedy will operate as a waiver of such right, power, or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power, or remedy, such waiver will not be effective to waive any successive or other right, power, or remedy the party may have under this Agreement.

15.7 Captions. The captions used in this Agreement are for convenience of reference only, are not part of this Agreement, and will not be deemed to define, limit, describe, or modify the meaning of any provision of this Agreement.

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15.8 Severability. The provisions of this Agreement will be deemed severable, and the unenforceability of one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

15.9 Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart to this Agreement by electronic mail in ".pdf" or other non-editable format shall be as effective as delivery of a manually signed original. Manually executed signatures are permitted but not required. Execution by other electronic signatures (including, without limitation, DocuSign, AdobeSign, and/or via stylus) are expressly permitted by the parties.

15.10 Contingent Funding/Non-Appropriations Clause. Notwithstanding anything to the contrary within the Agreement, all financial obligations of the Town under the Agreement are dependent upon, and subject to, the continuing allocation of funds by the Town Board of Commissioners for such purpose. The Agreement shall automatically terminate if such funds cease to be allocated or available for any reason.

15.11 Pre-Audit Requirement. Per NCGS § 159-28, no contract with a local government including the Town requiring the payment of any public funds is valid unless properly pre-audited in the manner required by said statute. All Purchase Orders associated with this Agreement must contain a Pre-audit Certificate signed by the Town Finance Officer or their Deputy which shall take substantially the following form "This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act." Failure to obtain a pre-audit upon the Purchase Order makes the Purchase Order

invalid and unenforceable per state law. Additionally, pursuant to Town purchasing policies, no obligation of $2,500.00 or more for any goods sold or services rendered to Town is validly enforceable without a valid signed contract, or a signed Purchase Order, for such goods or services.

15.12 Construction Project Sales Tax. If applicable, the Vendor shall furnish the Town certified statements setting forth the cost of all materials purchased from each vendor and the amount of North Carolina sales and use taxes paid thereon. In the event the vendor makes several purchases from the same vendor, the Vendor's certified statement shall indicate the invoice number, the inclusive dates of the invoices, the total amount of the invoices and the NC sales and use taxes paid thereon. The Vendor's certified statement shall also include the cost of any tangible personal property withdrawn from the Vendor's warehouse stock and the amount of NC sales or use tax paid thereon by the Vendor. The Vendor shall furnish such additional information as the Commissioner of Revenue of the State of NC may require to substantiate the refund claim by the Town for sales or use taxes. The Vendor shall obtain and furnish to the Town similar certified statements by the subcontractors. The certified statements to be furnished shall be in the form of the standard Vendor's State Sales Tax Report and shall be submitted with each request for payment. The Town will not make payment to the Vendor until the Vendor's State Sales Tax Reports are submitted. Any and all refunds received by the Town of said taxes shall remain with the Town and the Vendor shall provide Town with executed copies of all subcontracts.

15.13 Non-discrimination. During the performance of the Agreement, all parties agree not to discriminate against any employee or applicant for employment in terms of initial employment, tenure, terms of employment, or otherwise because of race, color, religion, sex, national origin, political affiliation or belief, age, sexual orientation, ancestry, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. All parties will post, when appropriate, all notices related to nondiscrimination as may be required by applicable law. Vendor shall insert a non-discrimination clause in all subcontracts and require the same in any lower tier subcontracts. Vendor shall be responsible for compliance with this provision for Vendor, Vendor's employees, and all subcontractors of any tier.

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15.14 E-verify. At all times during performance of this Agreement, all parties shall fully comply with Article 2 of Chapter 64 of the North Carolina General Statutes and shall ensure compliance by any subcontractors utilized. All parties shall execute an affidavit verifying such compliance upon request by Town. Vendor shall not knowingly employ unauthorized alien workers in violation of 8 U.S.C. §1324a or Section 274A of the Immigration and Nationality Act (INA). Evidence of any such violation by Vendor will be cause for immediate termination of this Agreement by Town. Vendor shall insert an E-verify clause of substantial similarity to this provision in all subcontracts and require the same in any lower tier subcontracts. Vendor shall be responsible for compliance with this provision for Vendor, Vendor's employees, and all subcontractors of any tier.

15.15 Contractual Conflict and Precedence. Notwithstanding any statement or provision in any later amendment or modification to this Agreement, the terms and conditions contained in this Agreement shall supersede, control over, and prevail in the event of any conflict with any differing or contrary terms or conditions of any related document unless the same is reduced in writing, signed separately by all parties, and attached to the Agreement labeled as "Additional Terms & Conditions" clearly referencing this provision and this Agreement, and specifically stating that it shall take precedence over and control in the event of a conflict with this Agreement.

15.16 No Waiver of Immunity. Nothing in this Agreement shall be construed to mandate purchase of insurance by the Town pursuant to G.S. § 160A-485 or to in any way waive the Town's defense of governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent, or employee of the Town shall be subject to any personal liability by reason of execution of this Agreement or any other documents related to the transactions contemplated hereunder. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities.

15.17 Performance of Governmental Functions. Nothing contained in this Agreement shall be deemed or construed to restrict or inhibit the Town's police powers or regulatory authority.

15.18 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

15.19 Federal Uniform Guidance Requirements and Funds. ☐ **If box is checked, federal funds will be used for payment of this contract.** Should any part of the work hereunder be paid with federal funds, the statement of work and/or purchase order shall include a notation regarding the same. If the source of funds for this Agreement is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), unless a more stringent local or state law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. §§3141-3148); Copeland "Anti-Kickback" Act (40 USC § 3145); Contract Work Hours and Safety Standards Act (40 USC §§3701-3708); Clean Air Act (42 USC §§ 7401-7671q.) and the Federal Water Pollution Control Act 33 U.S.C. §§ 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 USC § 1352); Procurement of Recovered Materials (2 CFR §200.322); Record Retention Requirements (2 CFR §200.334); Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. § 200.216); and Domestic Preferences for Procurements (2 C.F.R. § 200.323). Should federal law require Vendor's compliance with any of the foregoing federal provisions, then Vendor shall likewise insert such requirement in any contract with a subcontractor and be responsible for compliance with the same.

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15.20 Divestment Acts. The Vendor hereby certifies that as of the date listed below, it is not on any of the Final Divestment Lists as created by the state Treasurer pursuant to The Sudan (Darfur) Divestment Act of 2007, as amended, The Iran Divestment Act of 2015, as amended, or the Divestment from Companies Boycotting Israel Act of 2017, as amended, respectively codified in NCGS §147-86.41 et seq., NCGS §147-86.55 et seq. and NCGS §147-86.80 et seq. Vendor shall not utilize in the performance of this Agreement any subcontractor that is identified on any Final Divestment List.

Each party has caused its duly authorized representative to execute and deliver this Agreement as of the Effective Date.

TOWN OF MOORESVILLE	**$FORMULA($COMPANY_NAME)**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
ATTEST: _____	ATTEST: _____
Date: _____	Date: _____

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EXHIBIT A
STATEMENT OF WORK

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EXHIBIT B
INSURANCE REQUIREMENTS

REQUIREMENTS FOR ALL INSURANCE POLICIES:

1. Insurers. All insurance shall be obtained from a licensed insurer, approved to do business in the State of North Carolina with an A.M. Best's Insurance Guide rating of A-VII or better, and the insurer must maintain said rating for the duration of this Agreement.

2. Occurrence and Claims Made Policies. Insurance must be written on an "occurrence" basis whenever possible. Certain policies may be written on a "claims made" basis with the approval of the Town's Risk Manager or his/her designee.

3. Required Notice. The Vendor's insurer must agree to provide a minimum thirty (30) days advance written notice of cancellation, material change, or nonrenewal of policies required under the contract to the Town of Mooresville. Upon notice of such cancellation, material change, or nonrenewal, Vendor shall procure substitute insurance so as to assure the Town that the minimum limits of coverage are maintained continuously during the term of this Agreement.

4. Certificate of Insurance. Prior to the execution of this Agreement, Vendor must provide Town a valid Certificate of Insurance ("COI") acceptable to Town to be retained in its records. The COI must reflect the required insurance coverages for the project contemplated in this Agreement, including all Services and Deliverables, as required. The description section of the COI must include the following statement: "The Town of Mooresville, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability."

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5. Workers Compensation Insurance. Vendor must carry Workers' Compensation Insurance with statutory limits and Employers Liability Insurance as noted below.

6. Primary Coverage. Vendor's insurance shall be the primary coverage for any claims related to this Agreement, and the insurer shall have no right of recovery or subrogation against the Town, or its agents, it being the intention of the parties that the insurance policies shall protect the Town and be primary coverage for any and all losses covered by the policies.

BASE INSURANCE REQUIREMENTS

This section lists the base insurance amounts required for all projects by Town. Additional coverages may be required based on job type, special risks or high hazards. Any such additional coverages required shall be noted in **Exhibit B** entitled Special Insurance Requirements. All coverages must be evidenced and confirmed by a COI provided to the Town prior to execution of this Agreement.

A. Commercial General Liability ("CGL"): The base CGL policy shall include the following coverages and be written on an Insurance Services Office ("ISO") industry form CG0001 2010 or newer:
   a. \$500,000.00 Each Occurrence
   b. \$500,000.00 Personal & Advertising Injury
   c. \$500,000.00 Damages to Premises/Fire Legal

d. \$1,000,000.00 Product & Completed Operations Aggregate
e. \$1,000,000.00 General Aggregate

B. Commercial Automobile Insurance Coverage: If the work or services provided hereunder include ANY of the following, then Vendor must provide Commercial Automobile Insurance Coverage:
   a. construction or remodeling work;
   b. tree trimming, cutting or similar services;
   c. landscaping services of any kind;
   d. the use of vehicles to transport material, or complete work on the job site;
   e. job sites and projects that are conducted on or near roadways or that would alter traffic to conduct the work; or
   f. work that requires the use of one or more motor vehicles.

   Coverage, if needed, shall be either (a) in the minimum amount of \$1,000,000.00, combined single limit or (b) \$500,000.00 per person, \$500,000.00 per occurrence, \$100,000.00 property damage, and \$1,000.00 medical payments.

C. Workers' Compensation Insurance. If the Vendor employs three (3) or more employees at any one time, then the Vendor shall maintain Workers' Compensation affording protection under the Workers Compensation Law in an amount not less than the statutory limit at the time of the work. Additionally, Vendor shall obtain Employer Liability Insurance with the following minimum coverages: \$500,000.00 for bodily injury by accident –each accident; \$1,000,000.00 bodily injury by disease – each disease; and \$500,000.00 bodily injury by disease – each employee.

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Workers' Compensation Certification. The North Carolina Workers' Compensation Act (the "Act") requires that all businesses which employ three or more employees (N.C.G.S. §97-2), including those operating as corporations, sole proprietorships, limited liability companies and partnerships, obtain workers' compensation insurance or qualify as self-insured employers for purposes of paying worker's compensation benefits to their employees. An employer is not relieved of its liability under the Act by calling its employees "independent contractors." Even if the employer refers to its workers as independent contractors and issues a Form 1099 for tax purposes, the Industrial Commission may still find that the workers were in fact employees, based upon its analysis of several factors, including but not limited to the degree of control exercised by the employer over the details of the work.

The Town of Mooresville requires all vendors and contractors working for the Town to provide evidence of worker's compensation insurance coverage unless excluded from coverage under North Carolina law. **By execution of this agreement, the Vendor is certifying compliance with the Act.**

EXHIBIT B
SPECIAL INSURANCE REQUIREMENTS

☐ No additional insurance coverage is required beyond the base insurance requirements.

OR

☐ The work or Services provided hereunder involve special risks or hazards in the opinion of the Town's Risk Department, then additional insurance coverage shall be required. This Agreement shall require the following additional insurance coverages:

☐ Professional Liability Insurance

☐ ADA Plan Compliance

☐ Abuse/molestation coverage

☐ Builder's Risk Insurance

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☐ Commercial General Liability (Level 2)

☐ Commercial General Liability (Level 3)

☐ Contractor's Pollution Liability ("CPL") Policy

☐ Cyber Liability Insurance

☐ Environmental, Health and Safety ("EHS") Plan

☐ Traffic Control Plan ("TCP")_

☐ Umbrella Liability Policy (Level 1)

☐ Umbrella Liability Policy (Level 2)

Minimum coverage amounts and other applicable requirements will be noted below:

A RESOLUTION AUTHORIZING THE EXECUTION OF SEVENTEEN MASTER VENDOR AGREEMENTS FOR VARIOUS SERVICES TO BE UTILIZED THROUGHOUT THE TOWN OVER THE NEXT THREE YEARS.

WHEREAS, North Carolina General Statute Chapter 160A, Article 3 provides municipalities the authority to enter into contracts and appropriate sufficient funds to meet the requirements of those contracts; and

WHEREAS, the Town of Mooresville ("Town") is an incorporated municipality under the laws of the State of North Carolina and desires to exercise its authority by entering into Master Agreements with the following vendors for a term of three years to begin August 4, 2025, to August 3, 2028; and

25-556 Bolton & Menk - Professional Services
25-558 Rummel, Klepper & Kahl, LLP - Professional Services
25-572 Exult Engineering - Professional Services
25-760 Paul Handyman Services LLC - HVAC Repair Services
25-761 Paul Handyman Services LLC - Glass Replacement Services
25-762 Paul Handyman Services LLC - Painting Services
25-772 Rangeline Tapping Services, Inc - Valve Insertion/Pipe Tapping Services
25-798 Jenkins Electric Co - Electrical Services
25-809 Sky Clean Inc - Pressure Washing Services
25-810 P&P Service Group Corp - Pressure Washing Services
25-811 Sergeant Kleenswell LLC - Pressure Washing Services
25-812 Nations Roof of Carolina, LLC - Roof Repair Services
25-814 Radco Construction Services Inc - Roof Repair Services
25-815 Carolina Commercial Roofing Inc - Roof Repair Services
25-818 Disability Access Consultants, LLC - Professional Services
25-823 Paul Handyman Services LLC - Door Repair Services
25-842 The Ferguson Group, LLC – Grant Writing Services

WHEREAS, the Town has determined the provision of the services (and/or goods) to be provided under the aforementioned contracts to be in the public interest; and

WHEREAS, the form and substance of the Agreements contemplated herein has been described to the Town Board of Commissioners and a copy of the same has been made available for review.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners for the Town of Mooresville does hereby approve the aforementioned Agreements in substantially the same form as presented at the Town of Mooresville Board of Commissioners meeting on August 4, 2025 and evidenced by the aforementioned contracts bearing Town of Mooresville contract IDs, and further authorizes the Mayor and/or the Town Manager to execute such Agreements, including any changes, modifications, additions, deletions or amendments deemed necessary, desirable or appropriate, so long as such changes do not materially or adversely affects the rights and/or obligations of the Town, and such changes are approved as to form and legality by the Town's

legal department, with such Agreements containing a pre-audit certification from the Town's Finance Officer. The Board of Commissioners for the Town of Mooresville further authorizes the Town Manager and Assistant Town Managers to make such budgetary approvals related to the aforementioned Master Agreements within their authority levels as provided by applicable Town policy.

Resolved this 4th day of August 2025.

_____
Christopher Carney, Mayor

Attest:

_____
Jane Crosby, Town Clerk

ORDINANCE NO. 2025-_____

ORDINANCE TO AMEND THE BUDGET BY APPROPRIATING FUNDS FROM THE GENERAL CAPITAL INVESTMENT FUND AND THE FLEET FUND TO CREATE THE HEAVY EQUIPMENT PROJECT FUND

WHEREAS, North Carolina General Statute Chapter 159, Section 15 provides municipalities the authority to amend the budget from time to time in the same manner in which it was adopted; and

WHEREAS, North Carolina General Statute Chapter 159, Section 13.2 provides municipalities the authority to amend project ordinances in any manner so long as it continues to fulfill all requirements of the section; and

WHEREAS, the Town of Mooresville seeks more efficient ways to improve its budgeting practices; and

WHEREAS, the process for procuring heavy equipment such as fire trucks has become a multi-year process; and

WHEREAS, funds currently exist in reserve and are encumbered on purchase orders for the purchase of the fire apparatus mentioned below, including all equipment necessary to successfully run each apparatus.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners for the Town of Mooresville that the Town of Mooresville Board of Commissioners hereby amends the budget to establish the Heavy Equipment Project Fund by appropriating $175,000 from the General Capital Investment Fund and transferring $4,261,619 from the Fleet Fund to create the following Heavy Equipment Project Ordinances:

1) Pierce Enforcer Pumper - FY24	$ 645,814
2) Pierce Enforcer Pumper - FY25	$ 655,814
3) Pierce Tiller Fire Truck - FY25	$1,267,433
4) Hazardous Materials Truck Replacement	$1,867,623

These amounts represent the remaining balances for each apparatus and the cost of equipment to outfit each apparatus.

Adopted this the 4th day of August 2025.

_____
Christopher S. Carney, Mayor

Attested by:

_____
Jane Crosby, Town Clerk

Approved as to form:

_____
Sharon Crawford, Town Attorney

ORDINANCE NO. 2025-_____

Pierce Enforcer Pumper - FY24 Project Budget Ordinance for the Town of Mooresville

BE IT ORDAINED by the Board of Commissioners of the Town of Mooresville, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is the purchase of a Pierce Enforcer Pumper Fire Truck and all tools and equipment necessary for the effective operation of the truck.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Remaining Balance - Truck	$ 558,314
Tools and Equipment	$ 87,500
Total Appropriations	$ 645,814

Section 4: The following revenues are anticipated to be available to complete this project:

Transfer from Fleet Fund	$ 645,814
Total Estimated Revenues	$ 645,814

Section 5: The Chief Financial Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy state statute, Generally Accepted Accounting Principles and the policies of the Town of Mooresville.

Section 6: Funds may be transferred from the revenue source as set out in Section 4 for the purpose of making payments as due.

Section 7: The Chief Financial Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 9: The Budget Officer is hereby authorized to transfer appropriations as set forth herein between line item expenditures as deemed necessary during the course of the development of the project, provided that (a) the amount of any such transfer shall not exceed

$90,000 without prior approval of the Board of Commissioner, and (b) an official report of all such transfers shall be reported at the next regular meeting of the Board of Commissioners.

Section 10: Copies of this capital project ordinance shall be furnished to the Town Clerk, the Budget Officer and the Chief Financial Officer for direction in carrying out this project.

Section 11: Authorized project expenditures represent appropriations necessary for the completion of projects and therefore do not require reappropriation in any subsequent fiscal year.

Section 12: Any funds remaining in the project ordinance at the completion of the project will be rolled into the Heavy Equipment capital project fund to be applied to future purchases of equipment from the fund.

Adopted this the 4th day of August 2025.

_____
Christopher S. Carney, Mayor

Attest: _____
Jane Crosby, Town Clerk

ORDINANCE NO. 2025-_____

Pierce Tiller Fire Truck - FY25 Project Budget Ordinance for the Town of Mooresville

BE IT ORDAINED by the Board of Commissioners of the Town of Mooresville, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is the purchase of a Pierce - Tiller Fire Truck and all tools and equipment necessary for the effective use of the truck.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Remaining Balance - Truck	$ 1,142,433
Tools and Equipment	$ 125,000
Total Appropriations	$ 1,267,433

Section 4: The following revenues are anticipated to be available to complete this project:

Transfer from Fleet Fund	$ 1,267,433
Total Estimated Revenues	$ 1,267,433

Section 5: The Chief Financial Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy state statute, Generally Accepted Accounting Principles and all policies of the Town of Mooresville.

Section 6: Funds may be transferred from the revenue source set out in Section 4 for the purpose of making payments as due.

Section 7: The Chief Financial Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 9: The Budget Officer is hereby authorized to transfer appropriations as set forth herein between line item expenditures as deemed necessary during the course of the development of the project, provided that (a) the amount of any such transfer shall not exceed

$90,000 without prior approval of the Board of Commissioner, and (b) an official report of all such transfers shall be reported at the next regular meeting of the Board of Commissioners.

Section 10: Copies of this capital project ordinance shall be furnished to the Town Clerk, the Budget Officer and the Chief Financial Officer for direction in carrying out this project.

Section 11: Authorized project expenditures represent appropriations necessary for the completion of projects and therefore do not require reappropriation in any subsequent fiscal year.

Section 12: Any funds remaining in the project ordinance at the completion of the project will automatically be rolled into the Heavy Equipment capital project fund to be applied to future purchases of equipment from the fund.

Adopted this the 4th day of August 2025.

_____
Christopher S. Carney, Mayor

Attest: _____
Jane Crosby, Town Clerk

ORDINANCE NO. 2025-_____

Hazardous Materials Truck Replacement Project Budget Ordinance for the Town of Mooresville

BE IT ORDAINED by the Board of Commissioners of the Town of Mooresville, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is the purchase of a Hazardous Materials Truck and all tools and equipment necessary for the effective use of the truck.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Truck	$ 1,792,623
Tools and Equipment	$ 75,000
Total Appropriations	$ 1,867,623

Section 4: The following revenues are anticipated to be available to complete this project:

Transfer from Fleet Fund	$ 1,867,623
Total Estimated Revenues	$ 1,867,623

Section 5: The Chief Financial Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy state statute, Generally Accepted Accounting Principles and all policies of the Town of Mooresville.

Section 6: Funds may be transferred from the revenue source set out in Section 4 for the purpose of making payments as due.

Section 7: The Chief Financial Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 9: The Budget Officer is hereby authorized to transfer appropriations as set forth herein between line item expenditures as deemed necessary during the course of the development of the project, provided that (a) the amount of any such transfer shall not exceed

$90,000 without prior approval of the Board of Commissioner, and (b) an official report of all such transfers shall be reported at the next regular meeting of the Board of Commissioners.

Section 10: Copies of this capital project ordinance shall be furnished to the Town Clerk, the Budget Officer and the Chief Financial Officer for direction in carrying out this project.

Section 11: Authorized project expenditures represent appropriations necessary for the completion of projects and therefore do not require reappropriation in any subsequent fiscal year.

Section 12: Any funds remaining in the project ordinance at the completion of the project will automatically be rolled into the Heavy Equipment capital project fund to be applied to future purchases of equipment from the fund.

Adopted this the 4th day of August 2025.

_____
Christopher S. Carney, Mayor

Attest: _____
Jane Crosby, Town Clerk

NC 115 and NC 150 Intersection Improvements Capital Project Budget Ordinance for the Town of Mooresville – Amendment 8

BE IT ORDAINED by the Board of Commissioners of the Town of Mooresville, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby amended as follows:

Section 1: The project authorized is the acquisition, construction, renovation, and improvement of the NC 115 and NC 150 Intersection and the acquisition of any necessary furnishings and equipment, land, right-of-way and easement in land required therefore to be financed by the sale of general obligation bonds and the revenue sources identified in Section 5.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the bond resolution and the budget contained herein.

Section 3: The following changes will occur with the adoption of this amendment:

Prior Budget:

NC 115 and NC 150				
Design	Land	Construction	Total	
$ -	$ -	$ 2,337,227	$ 2,337,227	Amendment 7

Change:

Transfer from General Capital Reserve				
Design	Land	Construction	Total	
		$ 59,396	$ 59,396	

New Budget:

NC 115 and NC 150				
Design	Land		Total	
$ -	$ -	$ 2,396,623	$ 2,396,623	Amendment 8

Section 4: The following amounts are appropriated for the project:

Construction	$ 2,396,623
Total Appropriations	$ 2,396,623

Section 5: The following revenues are anticipated to be available to complete this project:

General Capital Reserve	$ 59,396
2019 Street Bonds	$ 647,943
Congestion Mitigation and Air Quality Funding	$ 1,689,284

Total Estimated Revenues	$ 2,396,623

Section 6: The Chief Financial Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the bond resolution.

Section 7: Funds may be transferred from the funding sources as set out in Section 5 for the purpose of making payments as due.

Section 8: The Chief Financial Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 4 and on the total revenues received or claimed.

Section 9: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 10: The Budget Officer is hereby authorized to transfer appropriations as set forth herein between line item expenditures as deemed necessary during the course of the development of the project, provided that (a) the amount of any such transfer shall not exceed $90,000 without prior approval of the Board of Commissioner, and (b) an official report of all such transfers shall be reported at the next regular meeting of the Board of Commissioners.

Section 11: Copies of this capital project ordinance shall be furnished to the Town Clerk, and the Budget Officer and the Finance Director for direction in carrying out this project.

Section 12: Authorized project expenditures represent appropriations necessary for the completion of projects and therefore do not require reappropriation in any subsequent fiscal year.

Adopted this the 4th day of August 2025.

_____
Christopher S. Carney, Mayor

Attest:_____
Jane Crosby, Town Clerk

Extract of Minutes of a regular meeting of the Board of Commissioners of the Town of Mooresville, North Carolina held at the Town Hall, Commissioners' Chambers, Mooresville, North Carolina, at 6:00 p.m. on August 4, 2025.

The following members were present:

The following members were absent:

Commissioner _____moved that the following resolution, copies of which having been made available to the Board of Commissioners, be adopted:

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF MOORESVILLE, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND A DEED OF TRUST AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

* * *

The motion to adopt the aforementioned resolution titled **"RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF MOORESVILLE, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND A DEED OF TRUST AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS"** was seconded by Commissioner _____ and was adopted by the Board of Commissioners on the following vote:

YES:

NO:

PASSED, ADOPTED AND APPROVED this 4th day of August, 2025.

BOARD OF COMMISSIONERS OF THE TOWN OF MOORESVILLE, NORTH CAROLINA

BY: _____
Jane Crosby
Town Clerk

STATE OF NORTH CAROLINA)
) **ss:**
COUNTY OF IREDELL)

I, *JANE CROSBY, TOWN CLERK* of the *TOWN OF MOORESVILLE, NORTH CAROLINA* (the "*Town*"), a municipal corporation, validly organized and existing under the Constitution and laws of the State of North Carolina, *HEREBY CERTIFY* that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Board of Commissioners of the Town present and voting at a meeting duly called and held on August 4, 2025, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect as of the date hereof.

WITNESS the following signature and seal of the Town, this 4th day of August 2025.

(SEAL)

_____
Jane Crosby, Town Clerk
Town of Mooresville, North Carolina

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF MOORESVILLE, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND A DEED OF TRUST AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

WHEREAS, the Town of Mooresville, North Carolina (the "*Town*") is a validly existing municipal corporation of the State of North Carolina (the "*State*"), existing as such under and by virtue of the Constitution, statutes and laws of the State;

WHEREAS, the Town has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the Board of Commissioners of the Town (the "*Board*") has previously determined that it is in the best interest of the Town to engage in a plan to finance (a) improvements and renovations to Moor Park, (b) improvements and renovations at Lee Street Park and (c) renovations and improvements to the Mooresville Public Library (collectively, the "*2025 Projects*");

WHEREAS, as part of its plan to finance the 2025 Projects, the Board has previously determined that it is in the best interest of the Town to enter into an Installment Financing Contract (the "*Contract*") with Mooresville Public Facilities Corporation (the "*Corporation*") in order to finance the 2025 Projects and the costs related to the execution and delivery of the Contract;

WHEREAS, in order to secure the Town's obligations under the Contract, the Town will enter into a Deed of Trust, Security Agreement and Fixture Filing (the "*Deed of Trust*") granting a lien on the real property on which the Mooresville Public Library is located and the improvements thereon;

WHEREAS, the Corporation will execute and deliver its Limited Obligation Bonds (Town of Mooresville, North Carolina), Series 2025A and its Taxable Limited Obligation Bonds (Town of Mooresville, North Carolina), Series 2025B (collectively, the "*2025 Bonds*") in an aggregate principal amount not to exceed $16,000,000, evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the Contract) pursuant to the Contract;

WHEREAS, in connection with the sale of the 2025 Bonds by the Corporation to Wells Fargo Bank, National Association (the "*Underwriter*"), the Corporation will enter into a Bond Purchase Agreement (the "*Bond Purchase Agreement*") among the Town, the Corporation and the Underwriter relating to the 2025 Bonds;

WHEREAS, there have been described to the Board the forms of the following documents (collectively, the "*Instruments*"), copies of which have been made available to the Board, which the Board proposes to approve, enter into and deliver, as applicable, to effectuate the proposed installment financing:

(1) the Contract;

(2) the Deed of Trust;

(3) an Indenture of Trust dated as of August 1, 2025 (the "*Indenture*") between the Corporation and U.S. Bank Trust Company, National Association, as trustee, including the form of the 2025 Bonds; and

(4) the Bond Purchase Agreement.

WHEREAS, to make an offering and sale of the 2025 Bonds, there will be prepared a Preliminary Official Statement with respect to the 2025 Bonds (the "*Preliminary Official Statement*"), a draft thereof having been made

available to the Board, and a final Official Statement relating to the 2025 Bonds (together with the Preliminary Official Statement, the "*Official Statement*"), which Official Statement will contain certain information regarding the Town and the 2025 Bonds;

WHEREAS, it appears that each of the Instruments and the Preliminary Official Statement is in an appropriate form and is an appropriate instrument for the purposes intended;

WHEREAS, a public hearing on the Contract, Deed of Trust and the 2025 Projects to be financed thereby, after publication of a notice with respect to such public hearing, must be held and the Board conducted such public hearing at its July 7, 2025 meeting; and

WHEREAS, the Town has filed an application to the Local Government Commission of North Carolina (the "*LGC*") for approval of the Contract and will receive the approval of the LGC before executing and delivering the Contract;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF MOORESVILLE, NORTH CAROLINA, AS FOLLOWS:

Section 1. ***Ratification of Instruments***. All actions of the Mayor, the Town Manager, the Chief Financial Officer, the Town Clerk, the Town Attorney, and their respective designees (individually and collectively, the "*Authorized Officers*"), whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. ***Authorization of the Official Statement***. The form, terms and content of the Preliminary Official Statement are in all respects authorized, approved, and confirmed, and the Underwriter's use of the Preliminary Official Statement and the final Official Statement in connection with the offering and sale of the 2025 Bonds is hereby in all respects authorized, approved and confirmed. The Authorized Officers are hereby authorized and directed to deliver, on behalf of the Town, the Official Statement in substantially such form, with such changes, insertions and omissions as they may approve.

Section 3. ***Authorization to Execute the Contract.*** The Town hereby approves the financing in accordance with the terms of the Contract, which will be a valid, legal and binding obligation of the Town in accordance with its terms. The form and content of the Contract are hereby in all respects authorized, approved and confirmed, and the Authorized Officers are hereby authorized, empowered and directed to execute and deliver the Contract, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the Town's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Contract presented to the Board. From and after the execution and delivery of the Contract, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Contract as executed.

Section 4. ***Authorization to Execute the Deed of Trust***. The Town approves the form and content of the Deed of Trust, and the Deed of Trust is in all respects authorized, approved and confirmed. The Authorized Officers are hereby authorized, empowered and directed to execute and deliver the Deed of Trust, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate. Execution by the Authorized Officers constitutes conclusive evidence of the Town's approval of any and all such changes, modifications, additions or deletions therein from the form and content of the Deed of Trust presented to the Board, and from and after the execution and delivery of the Deed of Trust, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Deed of Trust as executed.

Section 5. ***Authorization to Execute the Bond Purchase Agreement***. The form and content of the Bond Purchase Agreement is hereby approved in all respects. The Authorized Officers are authorized to execute the Bond Purchase Agreement for the purposes stated therein, including necessary counterparts, in substantially the form and content of the Bond Purchase Agreement presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the Town's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Bond Purchase Agreement presented to the Board. From and after the execution and delivery of the Bond Purchase Agreement, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Purchase Agreement as executed..

Section 6. ***Town Representative***. The Authorized Officers are each hereby designated as the Town's representatives to act on behalf of the Town in connection with the transactions contemplated by the Instruments and the Official Statement, and the Authorized Officers are authorized to proceed with the financing in accordance with the Instruments and to seek opinions as a matter of law from the Town Attorney, which the Town Attorney is authorized to furnish on behalf of the Town, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The Town's representative and/or designee or designees are in all respects authorized on behalf of the Town to supply all information pertaining to the Town for use in the Official Statement and the transactions contemplated by the Instruments or the Official Statement. The Town's representatives or their respective designees are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by the Instruments or the Official Statement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution and the on-going administration of the Instruments. Any provision in this Resolution that authorizes more than one officer of the Town to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively and any action authorized may be taken by anyone designated to act on their behalf.

Section 7. ***Severability***. If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 8. ***Repealer***. All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 9. ***Effective Date***. This Resolution is effective on the date of its adoption.

RESOLUTION FOR THE PURCHASE OF SANITATION VEHICLES AND RELATED EQUIPMENT

WHEREAS, the Town of Mooresville routinely replaces their fleet vehicles and;

WHEREAS, the Fleet Department has submitted paperwork for the purchase of

- Two (2) Pac Mac 25 cubic yard chassis mounted automated leaf collection unit with optional camera system and two (2) 2025 Freightliner M2106 cab/chassis from Carolina Environmental Systems, Inc. under the North Carolina Sheriffs Association Contract #26-10-0422 in the amount of $560,908.00 and;

- One (1) Heil PT 1000 – 20 cubic yard rear loading refuse body mounted on one (1) Freightliner M2-106 Plus cab/chassis from Carolina Environmental Systems, Inc. under Sourcewell Contract #110223-THC in the amount of $218,938.00 and:

- Two (2) 2024 Freightliner EconicSD side loading refuse vehicles from Excel Truck Group under North Carolina Sheriffs Association Contract #24-08-0421R/25-09-0423 in the amount of $781,252.72 and;

WHEREAS, the Board of Commissioners desires to approve the purchase with funding from the Fleet Fund;

NOW, THEREFORE, BE IT RESOLVED that the Town of Mooresville Board of Commissioners hereby approves the purchase of two replacement Sanitation vehicles through Carolina Environmental Systems, Inc. under the North Carolina Sheriffs Association Contract #26-10-0422 in the amount of $560,908.00; and one replacement Sanitation vehicle from Carolina Environmental Systems, Inc. under Sourcewell Contract #110223-THC in the amount of $218,938.00 and; the purchase of two replacement Sanitation vehicles from Excel Truck Group in the amount of $781,252.72 under North Carolina Sheriffs Association Contract #26-08-0421R/25-09-0423 for a combined total of $1,561,098.72.

RESOLVED, this the 4th day of August 2025.

_____

Christopher S. Carney, Mayor

Attested by:

_____

Jane Crosby, Town Clerk

North Carolina Sheriffs' Association
Contract Award Agreement

Heavy Equipment
Procurement Program
Bid 26-10-0422

We are pleased to announce the North Carolina Sheriffs' Association has successfully completed its statewide competitive award for heavy equipment. All local government units are eligible to utilize this competitively bid contract while keeping with their local governing purchasing ordinances. Bid 26-10-0422 will be effective May 18, 2025 through May 17, 2026.

Congratulations, your company has been included on the Association's price sheet contract controlled by the North Carolina Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract based on your company's bid for Solicitation Number 26-10-0422, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.

NCSA COOPERATIVE PURCHASING PROGRAMS

Maxwell Taylor

Signature of Authorized Representative

MAXWELL TAYLOR

Printed Name of Authorized Representative

Carolina Environmental Systems, Inc

Contractor/Vendor Name (Please Print)

5/19/25

Date

Signature of NCSA Contract Administrator

Jason D. Bennett

Printed Name of NCSA Contract Administrator

May 18, 2025

Date

Item #: 1302
Required:
Group: Leaf & Debris Collection Equipment
Make: Pac Mac/Hol Mac
Model: Leaf and Debris Collection
Model #: 25 yard
Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.
Description: Manufacturer`s standard base unit specifications and current model year for the model/model number listed. The required minimum 6% discount off MSRP is to be included in the listed base price field. Freight is also included in the listed base price field unless otherwise specified on the vendor`s option sheet.
Quantity: 1
Unit of Measure: Each
Price/Percent: Both
Brand Name/Equal Value/Service: Brand Name Only
Internal #:

Build File: Item 1302 - Build Sheet.pdf
Options File: Item 1302 - Option Sheet.pdf

Edit

Zone:
Nationwide
Price:
$179,900.00000
Percent (Taken off MSRP for base price):
6.00000%
Percent (Taken off MSRP for options):
6.00000%

Zone:
Nationwide
$179,900.00
6.00000%
6.00000%

Pac Mac/Hol Mac Options

Optional Items:

Rear view camera System	$2,600.00
Boom view camera	$975.00

AMICK EQUIPMENT
Refuse Collection and Street Equipment

For NCSA Contract Purchases:
Please send P.O. to Amick & NCSA including:
Contract #, Spec #, Contact Info, & Fed. Tax ID #
NCSA: kmitman@ncsheriffs.net
LINK: NCSA Terms & Conditions

CONTRACT #
24-08-0421R / 25-09-0423
SPECIFICATION #
309

END USER: MOORESVILLE
BRIAN OVERCASH
EQUIPMENT INSTALL LOCATION: NEW WAY TRUCKS - MS,
1 WOLVERINE DR., BOONEVILLE, MS 38829

Description		Itemized Contract Price
MODEL:	**NEW WAY SIDEWINDER**	$ 178,962.00
SIZE:	**31YD**	
PAINT:	WHITE	
WARRANTY:	NEW WAY: 1 YR BODY & HYDRAULIC, 2 YR CYLINDER	

STANDARD EQUIPMENT INCLUDED

SIDEWINDER XTR AUTOMATED ARM - XHD 6X6 MODEL
12 FT. REACH & 1000 LBS. LIFT CAPACITY
ARM STOWED LOCK - AUTOMATIC PNEUMATIC CAM LOCK
ARM CONTROL JOYSTICK - CENTER CONSOLE - PROPORTIONAL HYDRAULIC CONTROL FOR SMOOTH OPERATION
ELECTRIC / HYDRAULIC BODY CONTROLS (ILO PNEUMATICS)
PROXIMITY SWITCH - ARM STOWED SENSOR - ILO WIRE STYLE LIMIT SWITCH
PROXIMITY SWITCHES - PACKER POSITION, TAILGATE, BODY UP, ARM POSITION
CAN-BUS ELECTRONIC CONTROL SYSTEM W/ XL IN CAB DISPLAY - OPERATOR FEEDBACK & MAINTENANCE REMINDERS
PTO HOUR METER
HINGED HOPPER DOOR FOR EASY ACCESS - INCLUDES SAFETY PTO KILL SWITCH
FRONT MOUNT VANE PUMP - DUAL PUMP - WORK AT IDLE HYDRAULICS.
NOTE: HOT SHIFT TRANSMISSION MOUNT PTO RESULTS IN UPCHARGE.

LED BODY LIGHTS INCLUDING REVERSE AND LICENSE PLATE
INTEGRATED MULTIFUNCTION LED STROBE LIGHTS: (2) UPPER TAILGATE & (2) LOWER TAILGATE
SAFETY KIT - FIRE EXTINGUISHER, 10LBS. & TRIANGLE KIT
ACRYLIC URETHANE ENAMEL - AXALTA IMRON ELITE 5000
ARM POWDER COAT: NW SAFETY YELLOW
STEEL SPECIFICATIONS, STD.:
BODY SIDES: 10GA AR450
PACKER PANEL: 1/4" AR450
BODY FLOOR: 8GA AR450
TAILGATE BACK: 10GA AR450
HOPPER FLOOR & SIDES: 1/4" HARDOX 450
RAM GUIDE: 3/8" X 3" AR400 WEAR STRIPS
ZINC PLATED HYDRAULIC TUBES OFFER DURABILITY AND HEAT DISSIPATION
INDUCTION HARDENED PACK CYLINDERS WITH SCRAPERS
QUICK DISCONNECT PORTS FOR PRESSURE GAUGE
TROUGH CLEANOUT TOOL
CART COUNTING DEVICE
BOLT-ON ICC BUMPER
2025 IMPROVEMENTS:
ELECTRICAL IMPROVEMENTS: REDUCED CAN BUS MODULES FROM 5 TO 2. REDUCED WIRING BY 1200 FT.
IMPROVED GRIPPER FINGERS - ELIMINATING RUBBER PUCKS
SELECTABLE GRIPPER PRESSURE SETTINGS
RAKE TEETH ABOVE HOPPER OPENING - REDUCES FALLBACK IN HOPPER.
HYDRAULIC FILTER BYPASS INDICATOR ON DISPLAY
HYDRAULIC OIL TEMP INDICATOR ON DISPLAY
REDUCED BODY WEIGHT.

OPTIONAL UPGRADES AND ACCESSORIES INCLUDED

HOPPER FLOOR & SIDE LINER .188 AR449	$	1,712.00
ARM SPILL SHIELD	$	411.00
CLEANOUT CHUTE EXT. BOTH SIDES	$	412.00
PARTIAL HOPPER WIND DEFLECTOR	$	1,316.00
HYDRAULIC HOPPER COVER - STEEL	$	4,060.00
HOPPER ACCESS LADDER - STEEL	$	958.00
SHOVEL/BROOM RACK	$	299.00
LED MID BODY BACKUP LIGHTS - 2 LIGHTS	$	583.00
LED WORK LIGHTS - 1 LIGHT IN HOPPER; 1 LIGHT LOWER FRONT BOLSTER FACING ARM	$	475.00

SAFETY VISION QUAD CAMERA SYSTEM WITH 7" COLOR MONITOR & DVR; CENTER TAILGATE FACING REARWARD SIDE OF BODY FACING ARM HOPPER; UPPER LEFT SIDE	$	1,688.00
SS- FACING REAR BLINDSPOT MOUNTED ON CAB	$	605.00
REMOTE GREASE ZERK TAILGATE & UPPER CYLINDER HINGE PINS	$	605.00
FRONT REMOTE GREASE SYSTEM PACKER & BODY LIFT PINS	$	217.00
MANUAL AUTO PACK BUTTON (OVERRIDE)	$	908.00
ARM CONTROLS KEYPAD UNDER SEAT	$	556.00
NYLON SLEEVES ON HOSES	$	170.00
UPGRADE FIRE ESTINGUISHER FROM 10LB TO 20LB		
STROBE LIGHT SURFACE MOUNT CENTER TAILGATE	$	573.00
MOUNT, ECONIC SUBFRAME,216 W/HYD TANK	$	4,829.00
JOYSTICK MOUNT, ECONIC	$	525.00
HOT SHIFT PTO; TANDEM VANE	$	4,233.00

DEALER SERVICES INCLUDED

FREIGHT TO AMICK EQUIPMENT
BODY PRE-DELIVERY INSPECTION
AECI MOBILE ON-SITE WARRANTY PKG., 12 MO.
ON-SITE TRAINING - PROVIDED BY REQUEST

DELIVERY OPTION INCLUDED:

AECI DELIVERS TO CHASSIS DEALER FOR PDI.

COMMENTS: *Pricing Disclaimer: Despite recent improvements, orders may still be subject to additional price increases, when announced by chassis or body manufacturer.*

Subtotal:	$	204,867.00
Contract Discount - Options / Accessories:	$	(1,554.30)
Additional Discount:	$	(4,097.34)
Subtotal:	$	199,215.36

Chassis Description

MODEL:	**2025 FREIGHTLINER ECONIC**
GVWR:	66000 LBS
ENG & TRAN:	DETROIT DD8 DIESEL / ALLISON 3300 RDS A/T
PAINT:	ARTIC WHITE: HST906927
COMMENTS:	SEE CHASSIS SPECIFICATIONS FOR COMPLETE DETAILS.

Chassis Subtotal:

Unit Subtotal:	$	199,215.36
Unit Purchase Price:	$	199,215.36
Quantity:		2
Balance Due Upon Delivery:	$	398,430.72

Payment Terms: MUNI & CHASSIS DEALERS: NET 15
* C.O.D Discount Available
* Late Fee: 1%

Note: ETAs are based on schedule at time of quote and are subject to change.

Chassis Dealers: Please include floorplan in chassis pricing,

QUOTED BY: William Brown
DATE: 3/26/2025
VALID UNTIL: 4/25/2025

ORDER ACCEPTANCE

SIGNATURE **DATE**

ADDITIONAL OPTIONS: Prices shown in "additional options available" section are not included in the "Total" price and do not include taxes.
TAXES: Unless itemized above, prices do not include local, state or federal taxes.
MOTOR VEHICLE TAXES: AECI no longer collects SC "IMF" or NC "Highway Use Tax". Either the chassis dealer or the DMV will collect motor vehicle tax/fees when registering vehicle.
PAYMENT TERMS: Payment is due PRIOR to delivery. When ample credit has been extended to customer, payment is due within 30 Days of invoice.
TITLEWORK / MCO: Allow 5-10 business days after receipt of payment to process Title or Manufacturer's Certificate of Origin (MCO).
QUOTE EXPIRATION: Pricing is honored for 30 days from date quoted, barring extenuating circumstances such as, but not limited to, volatile markets, factory price increases, etc. AECI makes every effort to give as much notice as possible in such instances.
DELIVERY ESTIMATES: ETA's are based on production schedules at the time of quote and are subject to changes in truck or body production schedules as well other factors such as transportation delays, etc.
WEIGHT RESTRICTIONS: Operating overweight equipment can result in fines, damage to equipment or injury to operators. AECI makes every effort to quote equipment meeting local, state & federal weight regulations. Nevertheless, it is up to the end user to familiarize themselves with all applicable weight laws and avoid exceeding legal weight limits, regardless of truck's GVWR.
CHASSIS DEALERS: Please ensure chassis specs meet body manufacturer's minimum requirements, which are supplied upon request. Deviations may result in additional charges, for which the truck dealer will be responsible.
CHASSIS DEALER PAYMENT TERMS: Payment term begins when truck is delivered to customer or truck dealer for PDI, whichever is first. Payments received later than 15 DAYS are subject to penalty of Prime % APR, calculated on a daily basis. ANY EXCEPTIONS must be agreed to writing prior to order.
COOPERATIVE PURCHASING CONTRACTS: Cooperative purchasing contract such as NCSA, Sourcewell, etc. are a tool which satisfies the competitive bidding requirements for some municipalities. Amick Equipment (or its Body Manufacturer) are approved vendors on several contracts, authorized to offer awarded equipment according to each contract's terms and conditions. If a contract award included both body and chassis, then that contract clearly satisfies the bidding requirements for both body and chassis. Some of Amick's contracts were awarded for the body portion only. Upon request, Amick may offer a compatible chassis from another qualified contract holder or may offer a non-contract option.. Unless explicitly stated, customers shall not assume that any of

AMICK EQUIPMENT
Refuse Collection and Street Equipment

For NCSA Contract Purchases:
Please send P.O. to Amick & NCSA including:
Contract #, Spec #, Contact Info, & Fed. Tax ID #
NCSA: kmitman@ncsheriffs.net
LINK: NCSA Terms & Conditions

CONTRACT #
24-08-0421R / 25-09-0423
SPECIFICATION #
309

END USER: MOORESVILLE
BRIAN OVERCASH
EQUIPMENT INSTALL LOCATION: NEW WAY TRUCKS - MS,
1 WOLVERINE DR., BOONEVILLE, MS 38829

Description		Itemized Contract Price
MODEL:	**NEW WAY SIDEWINDER**	$ 178,962.00
SIZE:	**31YD**	
PAINT:	WHITE	
WARRANTY:	NEW WAY: 1 YR BODY & HYDRAULIC, 2 YR CYLINDER	

STANDARD EQUIPMENT INCLUDED

SIDEWINDER XTR AUTOMATED ARM - XHD 6X6 MODEL
12 FT. REACH & 1000 LBS. LIFT CAPACITY
ARM STOWED LOCK - AUTOMATIC PNEUMATIC CAM LOCK
ARM CONTROL JOYSTICK - CENTER CONSOLE - PROPORTIONAL HYDRAULIC CONTROL FOR SMOOTH OPERATION
ELECTRIC / HYDRAULIC BODY CONTROLS (ILO PNEUMATICS)
PROXIMITY SWITCH - ARM STOWED SENSOR - ILO WIRE STYLE LIMIT SWITCH
PROXIMITY SWITCHES - PACKER POSITION, TAILGATE, BODY UP, ARM POSITION
CAN-BUS ELECTRONIC CONTROL SYSTEM W/ XL IN CAB DISPLAY - OPERATOR FEEDBACK & MAINTENANCE REMINDERS
PTO HOUR METER
HINGED HOPPER DOOR FOR EASY ACCESS - INCLUDES SAFETY PTO KILL SWITCH
FRONT MOUNT VANE PUMP - DUAL PUMP - WORK AT IDLE HYDRAULICS.
NOTE: HOT SHIFT TRANSMISSION MOUNT PTO RESULTS IN UPCHARGE.

LED BODY LIGHTS INCLUDING REVERSE AND LICENSE PLATE
INTEGRATED MULTIFUNCTION LED STROBE LIGHTS: (2) UPPER TAILGATE & (2) LOWER TAILGATE
SAFETY KIT - FIRE EXTINGUISHER, 10LBS. & TRIANGLE KIT
ACRYLIC URETHANE ENAMEL - AXALTA IMRON ELITE 5000
ARM POWDER COAT: NW SAFETY YELLOW
STEEL SPECIFICATIONS, STD.:
BODY SIDES: 10GA AR450
PACKER PANEL: 1/4" AR450
BODY FLOOR: 8GA AR450
TAILGATE BACK: 10GA AR450
HOPPER FLOOR & SIDES: 1/4" HARDOX 450
RAM GUIDE: 3/8" X 3" AR400 WEAR STRIPS
ZINC PLATED HYDRAULIC TUBES OFFER DURABILITY AND HEAT DISSIPATION
INDUCTION HARDENED PACK CYLINDERS WITH SCRAPERS
QUICK DISCONNECT PORTS FOR PRESSURE GAUGE
TROUGH CLEANOUT TOOL
CART COUNTING DEVICE
BOLT-ON ICC BUMPER
2025 IMPROVEMENTS:
ELECTRICAL IMPROVEMENTS: REDUCED CAN BUS MODULES FROM 5 TO 2. REDUCED WIRING BY 1200 FT.
IMPROVED GRIPPER FINGERS - ELIMINATING RUBBER PUCKS
SELECTABLE GRIPPER PRESSURE SETTINGS
RAKE TEETH ABOVE HOPPER OPENING - REDUCES FALLBACK IN HOPPER.
HYDRAULIC FILTER BYPASS INDICATOR ON DISPLAY
HYDRAULIC OIL TEMP INDICATOR ON DISPLAY
REDUCED BODY WEIGHT.

OPTIONAL UPGRADES AND ACCESSORIES INCLUDED

HOPPER FLOOR & SIDE LINER .188 AR449	$	1,712.00
ARM SPILL SHIELD	$	411.00
CLEANOUT CHUTE EXT. BOTH SIDES	$	412.00
PARTIAL HOPPER WIND DEFLECTOR	$	1,316.00
HYDRAULIC HOPPER COVER - STEEL	$	4,060.00
HOPPER ACCESS LADDER - STEEL	$	958.00
SHOVEL/BROOM RACK	$	299.00
LED MID BODY BACKUP LIGHTS - 2 LIGHTS	$	583.00
LED WORK LIGHTS - 1 LIGHT IN HOPPER; 1 LIGHT LOWER FRONT BOLSTER FACING ARM	$	475.00

SAFETY VISION QUAD CAMERA SYSTEM WITH 7" COLOR MONITOR & DVR; CENTER TAILGATE FACING REARWARD SIDE OF BODY FACING ARM HOPPER; UPPER LEFT SIDE	$	1,688.00
SS- FACING REAR BLINDSPOT MOUNTED ON CAB	$	605.00
REMOTE GREASE ZERK TAILGATE & UPPER CYLINDER HINGE PINS	$	605.00
FRONT REMOTE GREASE SYSTEM PACKER & BODY LIFT PINS	$	217.00
MANUAL AUTO PACK BUTTON (OVERRIDE)	$	908.00
ARM CONTROLS KEYPAD UNDER SEAT	$	556.00
NYLON SLEEVES ON HOSES	$	170.00
UPGRADE FIRE ESTINGUISHER FROM 10LB TO 20LB		
STROBE LIGHT SURFACE MOUNT CENTER TAILGATE	$	573.00
MOUNT, ECONIC SUBFRAME,216 W/HYD TANK	$	4,829.00
JOYSTICK MOUNT, ECONIC	$	525.00
HOT SHIFT PTO; TANDEM VANE	$	4,233.00

DEALER SERVICES INCLUDED

FREIGHT TO AMICK EQUIPMENT
BODY PRE-DELIVERY INSPECTION
AECI MOBILE ON-SITE WARRANTY PKG., 12 MO.
ON-SITE TRAINING - PROVIDED BY REQUEST

DELIVERY OPTION INCLUDED:

AECI DELIVERS TO CHASSIS DEALER FOR PDI.

COMMENTS: *Pricing Disclaimer: Despite recent improvements, orders may still be subject to additional price increases, when announced by chassis or body manufacturer.*

Subtotal:	$	204,867.00
Contract Discount - Options / Accessories:	$	(1,554.30)
Additional Discount:	$	(4,097.34)
Subtotal:	$	199,215.36

Chassis Description

MODEL:	**2025 FREIGHTLINER ECONIC**
GVWR:	66000 LBS
ENG & TRAN:	DETROIT DD8 DIESEL / ALLISON 3300 RDS A/T
PAINT:	ARTIC WHITE: HST906927
COMMENTS:	SEE CHASSIS SPECIFICATIONS FOR COMPLETE DETAILS.

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Carolina Environmental Systems, Inc.
306 Pineview Drive, Kernersville, NC 27284
2701 White Horse Road, Greenville, SC 29611
500 Lee Industrial Blvd, Austell, Ga 30168
Phone: 800-239-7796
336-904-0952

QUOTE

July 2, 2025
Town of Mooresville
2523 Charlotte Hwy
Mooresville, NC 28117
Attention: Mr. Brian Overcash

Dear Brian,

CES appreciates the opportunity to submit you the following quotation via the NC Sheriff's Contract #26-10-0422:

Body:

One (1) Pac Mac 25 cubic yard chassis mounted automated leaf collection unit complete with the following base unit items:

- Self-contained for one person operation
- Proportional controls for smooth, precise boom movement
- Hydraulic drive offers smooth engine to fan coupling with no maintenance to clutches or belt drives
- 5 micron return filtration
- Strobe lighting in front and rear
- Leaf container is vented towards the bottom, street side
- Removable expanded metal container vent coverings for ease of cleaning

NC Sheriff's Association (NCSA bid 26-10-0422, item number 1302) Base Price: $179,900
Less 6% Discount: ($10,794)

Net Leaf Body Price: $169,106

Plus town of Mooresville optional items:

- Rear view camera system: $2,600
  Less 6% NCSA discount: -($156)
  Total net options price: $2,444

Net Total for Body plus Options: $171,550

Chassis

I. One (1) 2025 Freightliner M2106 cab/chassis complete as per the enclosed specification. Price includes a five (5) year 150,000 mile Cummins engine and engine aftertreatment system extended warranty, and an unlimited miles Allison transmission extended warranty

Chassis price including extended warranty: $119,307

Total for Body plus Chassis: $290,857
Less additional CES discount: ($10,403)

Net Total for Body plus Chassis: $280,454

Delivery: Approximate delivery for July 2025,

***There are currently two units available at the above price**

We sincerely appreciate the opportunity to submit the above quotation. If we may answer any questions or be of service to you in any way, please do not hesitate to contact us at: 1-800-239-7796.

Ben Taylor, Carolina Environmental Systems

Carolina Environmental Systems, Inc.
306 Pineview Drive, Kernersville, NC 27284
2701 White Horse Road, Greenville, SC 29611
500 Lee Industrial Blvd, Austell, Ga 30168
Phone: 800-239-7796
336-904-0952

QUOTE

July 2, 2025
Town of Mooresville
2523 Charlotte Hwy
Mooresville, NC 28117
Attention: Mr. Brian Overcash

Dear Brian,

CES appreciates the opportunity to quote you the following via Heil/Sourcewell Contract 110223-THC:

One (1) Heil PT 1000- 20 cubic yard rear loading refuse body complete with all standard specifications and with the following optional equipment:

- Hot shift direct mount pump/PTO with engine overspeed control
- Hopper work light
- Multi-Function LED rear strobe lights
- Factory Dual Cart Tipper hydraulics with two (2) Diamondback model 500 rotary actuated cart tippers
- Body side back assist lights
- 18”x18”x36” Toolbox
- 5 Gallon Igloo cooler and bracket
- Broom & shovel rack
- Dual driver’s signal buzzers
- Dual front of body LED strobe lights
- Mud flaps ahead of and behind rear tires
- 3rd Eye rear camera system
  Factory mounting
- Incoming freight and service

All as per the above and mounted on one (1) 2025 Freightliner M2-106 Plus cab/chassis complete as per the enclosed specifications

Sales Price: $218,938

Delivery: Approximate delivery for July 2025

We sincerely appreciate the opportunity to submit the above quotation. If we may answer any questions or be of service to you in any way, please do not hesitate to contact us at: 1-800-239-7796.

Sincerely,
Ben Taylor
Carolina Environmental Systems

June 24, 2025

To Whom It May Concern,

This letter is to certify that all authorized dealers of Heil and Parts Central products are included in the Sourcewell contract award to The Heil Company for "MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES". The contract number is "**110223-THC**".

Immediately below is the verbatim language in Item 53 of the contract which addresses the question regarding the order process and Heil Dealers.

53. Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.

Whether it's Heil, 3rd Eye, Parts Central or any of our brands, Heil provides an easy process for Sourcewell members to procure our products and services. Our Heil dealers provide a seasoned and trained salesforce able to assist any Sourcewell member as they determine the best product and application for their need. The Heil Dealer also has complete access to our Engineers and Product Management teams should any questions arise during the specification process. When the Sourcewell member is satisfied that the product will meet or exceed their expectations, the Heil Dealer will provide an itemized quote to the Sourcewell member so that a purchase order can be generated. After this, the Heil Dealer will take care of the remainder of the ordering process with Heil and will provide the customer with updates regarding delivery. There could be sales territories where products are sold direct via our internal sales team. For those orders, the Member will work directly with the Heil Regional Manager for the territory who will handle the entire order process. The Heil website (www.heil.com) can be accessed 24 hours per day, seven days per week. The site offers an interactive listing of authorized Heil dealers Members can use to find their local Sourcewell dealer/representative, who they will call directly to answer questions or to place an order. From time to time the situation may arise where we can authorize another entity working in conjunction with our Heil dealer to offer the member a proposal using our contract. An example of this might be where a license is needed to sell a chassis in a certain location, but our Heil dealer is selling a turnkey solution to the Sourcewell member. In this example, the purchase order might be issued to an entity not listed as a Heil dealer, but the Heil dealer is initiating the proposal to the Sourcewell member and providing the member with a simple, single purchase order solution.

Carolina Environmental Systems is authorized to transact business within the Heil / Sourcewell contract referenced above.

Should you have any questions, please email me at blane@heil.com . Or you may contact Andy Campbell directly at Sourcewell at andy.campbell@sourcewell-mn.gov. We appreciate the opportunity to provide you our superior product line.

Sincerely,

Burgess Lane
Director, Ready Trucks

Heil Sourcewell Administrator
Phone: 256.478.0425 e-Mail: blane@heil.com

Prepared for:
Jason Bennett
NC SHERIFFS ASSOCIATION
PO BOX 20049
RALEIGH, NC 27619
Phone: 919.459.6471

Prepared by:
Tony Lyerly
CHARLOTTE TRUCK CENTER, INC.
4633 EQUIPMENT DRIVE
CHARLOTTE, NC 28269
Phone: 704-597-1110

NCSA BID# 24-08-0421R

FREIGHTLINER / ECONIC

A proposal for
NC SHERIFFS ASSOCIATION
Town of MOORESVILLE

Prepared by
EXCEL TRUCK GROUP
Tony Lyerly

Freightliner Custom Chassis Corp EH HIGH CAB



Components shown may not reflect all spec'd options and are not to scale

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FREIGHTLINER / ECONIC

Q U O T A T I O N

ECONICSD HIGH CAB CABOVER CHASSIS

SET BACK AXLE - TRUCK
DD8 7.7L 6 CYL DUAL STAGE 350 HP @ 2200 RPM, 2600 GOV RPM, 1050 LB/FT @ 1200 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

ECONIC_SD 46,000# TANDEM REAR AXLE
ECONIC_SD 18,000# SINGLE FRONT AXLE
ECONIC_SD 81 INCH BBC HIGH-ROOF CAB
4875MM (192 INCH) WHEELBASE
1675MM (66 INCH) REAR FRAME OVERHANG

			PER UNIT		TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (2)**	$	191,411.00	$	382,822.00
EXTENDED WARRANTY		$	0	$	0
DEALER INSTALLED OPTIONS New Way Sidewinder 31YD / Amick Equipment		$	199,215.36	$	398,430.72
CUSTOMER PRICE BEFORE TAX		**$**	***390,626.36***	**$**	**781,252.72**
TAXES AND FEES					
TAXES AND FEES		$	0	$	0
OTHER CHARGES		$	0	$	0
TRADE-IN					
TRADE-IN ALLOWANCE		$	(0)	$	(0)
BALANCE DUE	**(LOCAL CURRENCY)**	**$**	**390,626.36**	**$**	**781,252.72**

COMMENTS:
Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:
Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

Prepared for:
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NC SHERIFFS ASSOCIATION
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FREIGHTLINER / ECONIC

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

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FREIGHTLINER / ECONIC

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-855	ECONIC SD PRL-855 (EFF:10/01/24)			N/C
Data Version				
DRL-003	SPECPRO21 DATA RELEASE VER 003			STD
Vehicle Configuration				
001-009	ECONICSD HIGH CAB CABOVER CHASSIS			$303,977.00
002-004	SET BACK AXLE - TRUCK			STD
003-001	LH PRIMARY STEERING LOCATION			STD
996-001	U.S. FMVSS CERT, EXCEPTSALES CABS & GLIDER KITS			STD
Pre-Specing				
023-998	NO BODY BUILDER PACKAGE			STD
022-998	NO BODY BUILDER CAB/CHASSIS PREP			STD
General Service				
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 64000.0 lbs			
ADJ-99D	GROSS VEHICLE WEIGHT ADJUSTMENT +/- : 0.0 lbs			
AA1-002	TRUCK CONFIGURATION			STD
A85-001	REFUSE SERVICE			STD
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-013	MOIST BULK COMMODITY			STD
AA3-061	REFUSE, SIDE LOAD OR REAR PACKER BODY - UNLOADS IN A LANDFILL			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD

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NCSA BID# 24-08-0421R

FREIGHTLINER / ECONIC

Data Code	Description	Weight Front	Weight Rear	Retail Price
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-002	ROUGH, MAINTAINED, CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			N/C
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
AF2-013	DOMICILED CALIFORNIA			N/C
Engine				
101-2NB	DD8 7.7L 6 CYL DUAL STAGE 350 HP @ 2200 RPM, 2600 GOV RPM, 1050 LB/FT @ 1200 RPM			STD
Engine Equipment				
99C-124	EPA10 GHG24/CARB24 ULNOX CONFIGURATION			STD
99D-018	CARB CERT FOR INIT REG IN CARB STATES-CLEAN IDLE (6X4 LABELS LWR FWD DRV DOOR)			N/C
188-096	ECONIC_SD BACK OF CAB STATIONARY AIR INTAKE SNORKEL			STD
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT - VERTICAL			N/C
246-998	NO AFTERTREATMENT SYSTEM			STD
43X-998	NO DEF TANK LOCATION			STD
138-998	NO BLOCK HEATER			STD
361-998	NO REAR ENGINE PTO			STD
282-998	NO BATT BOX MTG/LOCATION			STD
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
293-001	BATTERY SHUTOFF SWITCH AT BATTERY BOX			STD
Transmission				
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION			STD
Transmission Equipment				
33U-012	PREWIRE PACKAGE FOR REFUSE RP170 INTERFACE			STD
362-998	NO MAIN TRANSMISSION MOUNTED PTO			STD
Front Axle and Equipment				
400-121	ECONIC_SD 18,000# SINGLE FRONT AXLE			STD
402-107	ECONIC_SD FRONT BRAKES			STD
536-109	ECONIC_SD STEERING GEAR			STD
Rear Axle and Equipment				

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FREIGHTLINER / ECONIC

Data Code	Description	Weight Front	Weight Rear	Retail Price
420-293	ECONIC_SD 46,000# TANDEM REAR AXLE			STD
421-073	ECONIC_SD 5.85 REAR AXLE RATIO			STD
423-069	ECONIC_SD REAR BRAKES			STD
630-007	ECONIC_SD REINFORCED REAR SUSPENSION STABILIZER BAR			$1,845.00
Wheelbase & Frame				
545-487	4875MM (192 INCH) WHEELBASE			STD
552-033	1675MM (66 INCH) REAR FRAME OVERHANG			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
Chassis Equipment				
605-120	ECONIC_SD FRAME MOUNTED BODY ATTACHMENT FIXTURES			$193.00
794-998	NO JACK OR WHEEL WRENCH PROVISION			STD
721-998	NO BACKUP ALARM			STD
Fuel Tanks				
204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH			$202.00
212-021	FUEL TANK(S) AFT OF FRONT AXLE; FWD OF REAR AXLE			STD
122-134	ECONIC_SD FUEL FILTER/WATER SEPARATOR WITH HEATED BOWL			$595.00
Tires				
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLYRADIAL FRONT TIRES			$78.00
094-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLYRADIAL REAR TIRES			$312.00
Wheels				
502-681	ECONIC_SD 22.5X9.00 STEEL DISC FRONT WHEELS			STD
505-681	ECONIC_SD 22.5X9.00 STEEL DISC REAR WHEELS			STD
Cab Exterior				
829-117	ECONIC_SD 81 INCH BBC HIGH-ROOF CAB			STD
651-025	ECONIC_SD LEFT HAND SWINGING CAB DOOR			STD
653-030	ECONIC_SD RIGHT HAND FOLDING CAB DOOR			$50.00
663-013	TINTED WINDSHIELD			STD
768-069	ECONIC_SD LEFT AND RIGHT REAR WINDOW			STD

Prepared for:
Jason Bennett
NC SHERIFFS ASSOCIATION
PO BOX 20049
RALEIGH, NC 27619
Phone: 919.459.6471

Prepared by:
Tony Lyerly
CHARLOTTE TRUCK CENTER, INC.
4633 EQUIPMENT DRIVE
CHARLOTTE, NC 28269
Phone: 704-597-1110

NCSA BID# 24-08-0421R

FREIGHTLINER / ECONIC

Data Code	Description	Weight Front	Weight Rear	Retail Price
727-1AY	SINGLE AIR HORN UNDER LH DECK			$286.00
678-070	ECONIC_SD INTERIOR GRAB HANDLES AND STEPS IN YELLOW AND DASH MOUNTED GRAB HANDLE FOR PASSENGER			$758.00
Cab Interior				
756-322	ECONIC_SD AIR SUSPENSION DRIVER SEAT WITH SEAT DETECTION			$300.00
760-1DC	BASIC HB NON SUSP PASS SEAT			STD
657-1CV	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS			$92.00
Instruments & Controls				
294-998	NO STOP/TAIL/BACKUP LIGHTS			STD
689-998	NO AUXILIARY HVAC UNIT			STD
736-126	ECONIC_SD DETROIT ASSURANCE COLLISION WARNING, ADAPTIVE CRUISE CONTROL AND ACTIVE BRAKE ASSIST 3 WITH ADJUSTABLE HEADWAY CONTROL			STD
73H-007	ECONIC_SD BLIND SPOT CAMERA SYSTEM			$4,595.00
73B-012	DETROIT ASSURANCE LANE DEPARTURE WARNING SYSTEM WITH ON/OFF DASH SWITCH			STD
73K-002	DETROIT SIDE GUARD ASSIST			STD
49B-004	ELECTRONIC STABILITY CONTROL			STD
746-147	ECONIC RADIO WITH USB AND BLUETOOTH			STD
813-1C8	DETROIT CONNECT PLATFORM HARDWARE			STD
888-100	ECONIC_SD AUTOMATED FRAME LOWERING BY FRONT AND REAR AIR SUSPENSION WITHOUT AIR BAG RESIDUAL PRESSURE CONTROL			$246.00
883-998	NO TRAILER HAND CONTROL BRAKE VALVE			STD
Color				
980-8O9	CAB COLOR A: HST906927 ARCTIC WHITE PPG SINGLE STG			STD
963-998	NO UNDERCOAT			STD
Sales Programs				
	NO SALES PROGRAMS HAVE BEEN SELECTED			

T O T A L V E H I C L E S U M M A R Y

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FREIGHTLINER / ECONIC

Adjusted List Price

Adjusted List Price **	$313,529.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	0 lbs	0 lbs	0 lbs
Total Weight+	0 lbs	0 lbs	0 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PNV-001	CARB24 DETROIT PRICING
PAT-006	
R23-998	ASL PACKAGE
RFZ-025	
P73-2FT	STANDARD DESTINATION CHARGE

Extended Warranty

995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY	STD
WAI-998	NO ENGINE EXTEDED WARRANTY	STD
WAK-998	NO TRANSMISSION EXTENDED WARRANTY	STD
WA4-998	NO FRONT AXLE EXTENDED WARRANTY	STD
WAL-998	NO REAR AXLE EXTENDED WARRANTY	STD

C

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FREIGHTLINER / ECONIC

)

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.
(**) Prices shown do not include taxes, fees, etc… “Net Equipment Selling Price” is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

RESOLUTION TO AMEND TOWN OF MOORESVILLE BOARD POLICY BP-ADM-010 TOWN MANAGER AUTHORITY

WHEREAS, there exists Board Policy BP-ADM-010 entitled Town Manager Authority to Enter Into and Execute Contracts, Dispose of Surplus Property, Accept Donations, and Settle Claims, which sets forth authority delegated to the Town Manager pursuant to N.C.G.S. § 160A-148, Article V of the Town of Mooresville Charter, and other statutory provisions; and

WHEREAS, Town staff has evaluated the current policy and recommends modifications to expand the authority to delegate contract approval and execution of contracts that do not exceed $50,000.00 to include the Chief Financial Officer; and

WHEREAS, Town staff requests to amend Board Policy BP-ADM-010, such that section 3.1.10 be deleted in its entirety and be replaced with the following: "The Town Manager may delegate their authority for contract approval and execution for contracts that do not exceed $50,000.00 to an Assistant Town Manager or to the Chief Financial Officer; and

WHEREAS, the Town Board of Commissioners finds the requested amendment to be in the public interest.

NOW, THEREFORE, BE IT RESOLVED that the Town of Mooresville Board of Commissioners hereby approves the amendment of Board Policy BP-ADM-010, such that section 3.1.10 be deleted in its entirety and replaced as follows: "The Town Manager may delegate their authority for contract approval and execution for contracts that do not exceed $50,000.00 to an Assistant Town Manager or to the Chief Financial Officer." Except as expressly amended herein, all other provisions of the policy shall remain unchanged.

RESOLVED, this the 4th day of August 2025.

_____

Christopher S. Carney, Mayor

Attested by:

_____

Jane Crosby, Town Clerk

Ordinance No. 2025-____

An Ordinance Repealing Chapter 4 and Chapter 7 of The Code of Ordinances for the Town of Mooresville, North Carolina

WHEREAS, North Carolina General Statute § 66-351, as amended by Session Law 2006-151, grants the Secretary of State the exclusive authority to award and regulate cable television system franchises and replaced the Town's authority to award a franchise for cable service; and

WHEREAS, North Carolina General Statute § 160A-181 authorizes but does not require a local government to regulate places of amusement and entertainment, or to regulate, restrict or prohibit the operation of pool and billiard halls, dance halls, carnivals, circuses, or any itinerant show or exhibition of any kind; and

WHEREAS, the Town desires to repeal Chapter 4 and Chapter 7 of the Town of Mooresville Code of Ordinances ("Town Code") in their entirety in order to align the Town Code with current North Carolina law and standard Town practices; and

WHEREAS, the Town finds that such repeal will be in the public interest.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the Town of Mooresville that:

SECTION 1. Chapter 4 of the Town of Mooresville Code of Ordinances is hereby repealed in its entirety.

SECTION 2. Chapter 7 of the Town of Mooresville Code of Ordinances is hereby repealed in its entirety.

SECTION 3. This ordinance shall be effective upon the date of its adoption by the Town Board of Commissioners.

Approved this the 4th day of August 2025.

_____

Christopher S. Carney, Mayor

Attest: _____

Jane Crosby, Town Clerk

Approved as to form: _____

Sharon Crawford, Town Attorney

A RESOLUTION AMENDING THE RULES OF PROCEDURE FOR THE TOWN OF MOORESVILLE BOARD OF COMMISSIONERS

WHEREAS, North Carolina General Statute § 160A-71 allows the Town of Mooresville Board of Commissioners ("Town Board of Commissioners") to adopt rules of procedure that are not inconsistent with the Town charter, general law, or generally accepted principles of parliamentary procedure; and

WHEREAS, the Town Board of Commissioners has previously adopted rules of procedure ("Rules of Procedure") that are modeled on the Suggested Rules of Procedure for a City Council, Fourth Edition, published by the School of Government; and

WHEREAS, the Town Board of Commissioners desires to amend its Rules of Procedure to clarify the rules and procedures for adopting development regulation ordinances and plan consistency statements, with such rules being consistent with North Carolina law.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of Commissioners hereby amends the Rules of Procedure for the Town of Mooresville Board of Commissioners to add the following rule:

"Rule 35.1. Development Regulation Ordinances and Plan Consistency Statements.

(a) Development Regulation Ordinances.

(1) A public hearing must be held before adopting any development regulation ordinance in accordance with G.S. 160D-601.

(2) In order to be approved, a proposed development regulation ordinance must receive affirmative votes equal to a majority of the Board's actual membership, excluding vacant seats and including the Mayor's vote only in the case of a tie.

(3) A motion to deny a proposed development regulation ordinance may be adopted by a simple majority of the votes cast, a quorum being present.

(4) A proposed development regulation ordinance that has not received an affirmative vote for approval in accordance with Rule 35.1(a)(2), and that has not otherwise been denied, shall be scheduled for another vote at the next regular meeting of the Board. If the proposed development regulation ordinance does not receive an affirmative vote for approval at the next regular meeting in accordance with Rule 35.1(a)(2), the proposed development regulation ordinance is rejected and is deemed to be denied.

(b) Plan Consistency/Statement of Reasonableness

(1) A Plan Consistency/Statement of Reasonableness shall be adopted by the Board when adopting or rejecting any zoning text amendment or any zoning map amendment. The Plan Consistency/Statement of Reasonableness may be

approved as a single statement.

(2) A Plan Consistency/Statement of Reasonableness may be adopted by a simple majority of the votes cast, a quorum being present."

BE IT FURTHER RESOLVED that the Date Amended in the Rules of Procedure for the Town of Mooresville Board of Commissioners shall be updated to August 4, 2025.

BE IT FURTHER RESOLVED that except as expressly amended herein, all other provisions of the Rules of Procedure shall remain unchanged.

BE IT FURTHER RESOLVED that this Resolution amending the Rules of Procedure for the Town of Mooresville Board of Commissioners shall take effect immediately upon adoption.

RESOLVED, this the 4th day of August 2025.

_____
Christopher S. Carney, Mayor

Attested by:

_____
Jane Crosby, Town Clerk

Rules of Procedure
for the
Town of Mooresville Board of Commissioners

Part I. Applicability

Rule 1. Applicability of Rules

These rules apply to all meetings of the Town of Mooresville Board of Commissioners. For purposes of these rules, a meeting of the Board occurs whenever a majority of the Board's members gather, whether in person or simultaneously by electronic means, to conduct hearings, deliberate, vote, or otherwise transact public business within the Board's real or apparent jurisdiction. The term "majority" as used here and elsewhere in these rules means, unless otherwise specified, a simple majority, that is, more than half.

Part II. Quorum

Rule 2. Quorum

The presence of a quorum is necessary for the Board to conduct business. A majority of the Board'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.

Part III. Open Meetings

Rule 3. Remote Participation in Board Meetings

A member who is not physically present for a Board meeting may not participate in the meeting by electronic means except in accordance with a policy adopted by the Board. Although a member who attends a meeting electronically pursuant to such a policy may take part in debate, the member may neither be counted toward a quorum nor vote on any matter before the Board.

Notwithstanding the foregoing, the Board hereby authorizes remote participation for agenda briefings so long as no vote is held on any matter being considered by the Board.

In the event a state of emergency has been declared pursuant to G.S. §166A-19.20, the Board may conduct a remote meeting pursuant to the guidelines established in G.S. §166A-19.24.

Rule 4. Meetings to Be Open to the Public

Except as permitted by Rule 5, all meetings of the Board shall be open to the public, and any person may attend its meetings.

Rule 5. Closed Sessions

(a) Motion to Enter Closed Session. The Board may enter a closed session from which the public is excluded only upon a motion duly made and adopted in open session. The motion to enter closed session must cite one or more of the permissible bases for closed session listed in paragraph (b) of this rule. A motion to enter closed session under subparagraph (b)(1) or (b)(2) must contain the additional information specified in those provisions.

(b) Bases for Closed Session. A closed session is permissible under the following circumstances and no others:

(1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of North Carolina or of the United States or that does not constitute a public record within the meaning of Chapter 132 of the General Statutes. The motion to enter closed session must name or cite the law that renders the information confidential or privileged.

(2) To consult with the Town Attorney or another attorney employed or retained by

the Town in order to preserve the attorney–client privilege. If the Board expects to discuss a pending lawsuit with its attorney, the motion to enter closed session must include the names of the parties to the lawsuit.

(3) To discuss matters relating to (a) the location or expansion of industries or other businesses in the area served by the Town or (b) the closure or realignment of a military installation. The Board may reach agreement in closed session on a tentative list of economic development incentives to be offered in negotiations, but the approval of the signing of any economic development contract or commitment and the authorization of the payment of economic development expenditures must take place in open session.

(4) To establish or instruct staff or agents concerning the town's position in negotiating the price or other material terms of an agreement for the acquisition of real property by purchase, exchange, or lease.

(5) To establish or instruct staff or agents concerning the amount of compensation or other material terms of an employment contract.

(6) To consider the qualifications, competence, performance, character, fitness, or conditions of appointment or employment of a public officer or employee or prospective public officer or employee, except when the individual in question is a member of the Town Board or other public body or is being considered to fill a vacancy on the Town Board or other public body. Final action to appoint or employ a public officer or employee must take place in open session.

(7) To hear or investigate a charge or complaint by or against a public officer or employee. Final action discharging an employee or removing an officer must occur in open session.

(8) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.

(9) To view a law enforcement recording released pursuant to G.S. 132-1.4A.

(10) On any other basis permitted by law.

(c) Closed Session Participants. Unless the Board directs otherwise, the Town Manager, Assistant Town Managers, Town Attorney, and Town Clerk may attend closed sessions of the Board. No other person may attend a closed session unless invited by majority vote of the Board.

(d) Motion to Return to Open Session. Upon completing its closed session business, the Board shall end the closed session by adopting a duly made motion to return to open session.

Rule 6. Meeting Minutes

(a) Minutes Required for All Meetings. The Board must keep full and accurate minutes of all of its meetings, including closed sessions. To be "full and accurate," minutes must record all actions taken by the Board. They should set out the precise wording of each motion and make it possible to determine the number of votes cast for and against each motion. The minutes need not record discussions of the Board, though the Board in its discretion may decide to incorporate such details into the minutes.

(b) Record of "Ayes" and "Noes." At the request of any member of the Board, the minutes shall list each member by name and record how each member voted on a particular matter.

(c) General Accounts of Closed Sessions. In addition to minutes, the Board must keep a general account of each closed session. The general account must be sufficiently detailed to provide a person not in attendance with a reasonable understanding of what transpired. The Board may combine the minutes and general account of a closed session into one document, so long as the document contains both a complete record of actions taken and the level of detail required for a general account.

(d) Sealing Closed Session Records. Minutes and general accounts of closed sessions shall be sealed until unsealed by order of the Board or released by the Town Clerk upon consultation with the Town Attorney. The sealed minutes and general account of any closed session may be withheld from public inspection so long as public inspection would frustrate the purpose(s) of the closed session.

Rule 7. Broadcasting and Recording Meetings

(a) Right to Broadcast and Record. Any person may photograph, film, tape-record, or otherwise reproduce any part of a Board meeting that must take place in open session. Except as provided in paragraph (c) of this rule, any radio or television station may broadcast any such part of a Board meeting.

(b) Advance Notice. Any radio or television station that plans to broadcast any portion of a Board meeting shall so notify the Town Clerk and the Director of Communications and Marketing no later than twenty-four (24) hours before the meeting. The failure to provide notice is not, by itself, grounds for preventing the broadcast of a Board

meeting.

(c) Equipment Placement. The Town Manager or his or her designee may regulate the placement and use of camera or recording equipment in order to prevent undue interference with a Board meeting, so long as he or she allows the equipment to be placed where it can carry out its intended function. If the Town Manager or designee determines in good faith that the equipment and personnel necessary to broadcast, photograph, or record the meeting cannot be accommodated without undue interference to the meeting, and an adequate alternative meeting room is not readily available, the Town Manager or designee may require the pooling of the equipment and the personnel operating it.

(d) Alternative Meeting Site. If the news media request an alternative meeting site to accommodate news coverage, and the Board grants the request, the news media making the request shall pay the costs incurred by the Town in securing an alternative meeting site.

Part IV. Organization of the Board

Rule 8. Organizational Meeting; Selection of Mayor Pro Tempore

(a) Scheduling Organizational Meeting. The Board must hold an organizational meeting following each general election in which Board members are elected. The organizational meeting must be held either (1) on the date and at the time of the Board's first regular meeting in December following the election or (2) at an earlier date, if any, set by the incumbent Board. The organizational meeting may not be held before municipal election results are officially determined, certified, and published as required by law.

(b) Oath of Office. As the first order of business at the organizational meeting, all newly elected members of the Board must take and subscribe the oath of office set out in Article VI, Section 7, of the North Carolina Constitution. Each member's oath must be filed with the Town Clerk. Although a member who is not present for the organizational meeting may take the oath of office at another time, every member must take, subscribe, and file the oath before he or she begins performing any of the duties of the member's office.

(c) Selection of Mayor Pro Tempore. As the second order of business at the organizational meeting, the Board shall elect from among its members a Mayor

Pro Tempore using the procedures specified in Rule 38. The Mayor Pro Tempore shall serve at the Board's pleasure.

Part V. Types of Meetings

Rule 9. Regular Meetings

(a) Regular Meeting Schedule. The Board shall hold a regular meeting on the first and third Monday of each month, except that if a regular meeting day is a legal holiday, the meeting shall be held on the next business day. In the months of July and August, no regular meeting will be held on the third Monday of the month. The meeting shall be held at Town Hall located at 413 North Main Street, Mooresville, North Carolina and begin at 6:00 P.M, or at such other place and time as established by the Board. The Board shall adopt a meeting schedule each year consistent with this rule. A copy of the Board's current meeting schedule shall be filed with the Town Clerk and posted on the Town's website.

(b) Change to Meeting Schedule. Notwithstanding paragraph (a) of this rule, the Board 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 Town Clerk at least seven (7) calendar days before the day of the first meeting held pursuant to the revised schedule and posted on the Town's website.

Rule 10. Special Meetings

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

(b) Notice to the Public. At least forty-eight (48) hours before a special meeting of the Board, notice of the date, time, place, and purpose of the meeting shall be (1) posted on the Board's principal bulletin board or, if the Board has no such board, at the door of the Board's usual meeting room and (2) delivered, emailed, or mailed to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the Town Clerk. Furthermore, if the Board has a website maintained by at least one Town 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 Board members*. At least forty-eight (48) hours before a special meeting called by the Mayor, the Mayor Pro Tempore, or any two Board members, written notice of the meeting stating its date, time, and place, as well as the subjects to be considered, shall be delivered by email to the Mayor and each Board member or left at his or her usual dwelling place.

(2) *Meeting called by vote of the Board in open session*. When a special meeting is called by vote of the Board 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 delivered by email at least forty-eight (48) hours before the meeting to each Board 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. Only those items of business specified in the public notice of the meeting may be taken up at a special meeting. The Board may take up an item of business not covered by the notice only if the Board first determines in good faith that the item must be discussed or acted upon immediately.

Rule 11. Emergency Meetings

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

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

(1) The Mayor, the Mayor Pro Tempore, or any two members of the Board may at any time call an emergency Board 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 emailed to the Mayor and each Board 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 Board 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 Town Clerk for notice of emergency meetings. To be valid, the request must include the newspaper's, wire services, or station's telephone number. Notice may be given by telephone, email, or the same method used to notify Board members. Notice must be provided immediately after Board members have been notified and at the expense of the party notified.

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

Rule 12. Recessed Meetings

(a) Calling Recessed Meetings. When conducting a properly called regular, special, or emergency meeting, the Board may recess the meeting to another date, time, or place by a procedural motion made and adopted, as provided in Rule 31, Motion 3, in open session. The motion must state the time (including the date if the meeting will resume on a different day) and place at which the meeting will reconvene.

(b) Notice of Recessed Meetings. If the Board has a website maintained by one or more Town employees, notice of the recessed meeting's date, time, and place must appear on the webpage prior to the meeting. No further notice of a properly called recessed meeting is required.

Part VI. Agenda

Rule 13. Agenda

(a) Draft Agenda.

(1) *Preparation*. The Town Clerk shall prepare a draft agenda in advance of each meeting of the Town Board.

(2) *Requesting placement of items on draft agenda*. Unless otherwise approved by the Town Manager, a request by a staff member to have an item of business placed on the draft agenda for a regular meeting must be received by the Town Clerk no later than 12:00 noon of the Monday preceding the Town Board's regularly scheduled meeting.

(a) Any Board member may have an item placed on a proposed agenda for a regular meeting (i) at any time prior to the pre-agenda meeting for such regular

meeting; (ii) at the pre-agenda meeting by adding such item as new business; or at least eight calendar days prior to the date of a specially called meeting. At the time of the regular meeting, only agenda items introduced and discussed by a Board member at the pre-agenda meeting will be added as new business during adjustments to the agenda.

(3) *Supplemental information/materials*. If the Board 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 Board members*. Each Board member shall receive a hard or electronic copy of the draft agenda and the agenda package. Except in the case of an emergency meeting, the agenda and agenda package shall be furnished to each member at least forty-eight (48) hours before the meeting.

(5) *Public inspection*. The draft agenda and agenda package shall be available to the public when the documents have been circulated to each Board member.

(b) Adoption of the Agenda.

(1) *Adoption*. At each meeting the Board 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 Board may add or subtract agenda items by majority vote of the members present and voting, except that:

- the Board may not add to the items stated in the notice of a special meeting unless the requirements in Rule 10(d) are satisfied, and
- only business connected with the emergency may be considered at an emergency meeting.

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

(c) Consent Agenda. The Board may designate part of an agenda for a regular meeting

as the *consent agenda*. Items may be placed on the consent agenda by the person(s) charged with preparing the draft agenda if the items are judged to be noncontroversial and routine. Prior to the Board'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 the regular agenda must be honored by the Board. All items on the consent agenda must be voted on and adopted by a single motion, with the minutes reflecting the motion and vote for each item.

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

Rule 14. Acting by Reference to Agenda or Other Document

The Board shall not deliberate, vote, or otherwise take action on any matter by reference to the agenda or any other document with the intention of preventing persons in attendance from understanding what action is being considered or undertaken. The Board may deliberate and vote by reference to the agenda or any item on the agenda, including the consent agenda, provided copies of the agenda are available for public inspection at the meeting and are sufficiently worded to enable the public to understand what is being deliberated or acted upon.

Rule 15. Agenda Items from Members of the Public

If a member of the public wishes to request that the Board include an item on its regular meeting agenda, he or she must submit the request to the Town Clerk at least fourteen (14) calendar days prior to the date of the meeting in which the item is requested to appear. The Board is not obligated to place an item on the agenda merely because such a request has been received.

Rule 16. Order of Business

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:

- Public Comment
- Call to Order
- Invocation
- Pledge of Allegiance
- Presentations
- Manager's Report
- Adjustments to the Agenda

- Adoption of the Agenda
- Approval of the Consent Agenda
- Public Hearings
- Agenda Items
- New Business
- Closed Session (as needed)
- Adjournment

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

Part VII. Role of the Presiding Officer

Rule 17. The Mayor

(a) Presiding Officer. When present, the Mayor shall preside at meetings of the Board.

(b) Right to Vote. The Mayor may vote only when an equal number of affirmative and negative votes have been cast.

(c) Recognition of Members. A member must be recognized by the Mayor (or other presiding officer) in order to address the Board, but recognition is not necessary for an appeal pursuant to Rule 31, Motion 1.

(d) Powers as Presiding Officer. As presiding officer, the Mayor is to enforce these rules and maintain order and decorum during Board 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;

(5) direct an individual who willfully interrupts, disturbs, or disrupts a meeting to leave the meeting; and

(5) adjourn in an emergency.

(e) Appeals of Procedural Rulings. A member may appeal a decision made or answer given by the Mayor under subparagraph (d)(1), (2), or (3) in accordance with Rule 31, Motion 1.

Rule 18. The Mayor Pro Tempore

(a) Presiding in Mayor's Absence. When present, the Mayor Pro Tempore shall preside over Board meetings in the Mayor's absence with all the powers specified in Rule 17(d).

(b) Delegation of Mayor's Powers/Duties. In the Mayor's absence, the Board 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 Board 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 Board concurs, the Mayor shall resume the exercise of his or her powers and duties.

(c) Duty to Vote. Even when presiding over a Board 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 in accordance with Rule 28.

Rule 19. Other Presiding Officer

If both the Mayor and Mayor Pro Tempore are absent, the Board may elect from among its members a temporary presiding officer to chair the meeting. While serving as temporary presiding officer, a member has the powers listed in Rule 17(d). Service as a temporary presiding officer does not relieve a member of the duty to vote on all questions unless excused from voting pursuant to Rule 28.

Rule 20. When the Presiding Officer Is Active in Debate

If the Mayor becomes active in debate on a particular proposal, he or she may have the Mayor Pro Tempore preside during the Board's consideration of the matter. If the Mayor Pro Tempore is absent or is also actively debating the matter, the Mayor may designate another member to preside until the matter is concluded. Similarly, if the Mayor Pro Tempore or a temporary presiding officer is presiding and takes an active part in debating a topic, he or she may designate another Board member to preside temporarily.

Part VIII. Motions and Voting

Rule 21. Action by the Board

Except as otherwise provided in these rules, the Board shall act by motion. Any member may make a motion, not including the Mayor.

Rule 22. Second Required

A second is required on any motion. Failure to obtain a second on a motion means that the motion has failed.

Rule 23. One Motion at a Time

A member may make only one motion at a time.

Rule 24. Withdrawal of Motion

The member who introduces a motion may withdraw the motion unless the motion has been amended or the presiding officer has put the motion to a vote.

Rule 25. Debate

The presiding officer shall state the motion, call for a second, and then open the floor to debate, presiding over the debate according to the principles listed below.

- The maker of the motion is entitled to speak first.
- A member who has not spoken on the issue shall be recognized before a member who has already spoken.
- To the extent practicable, the debate shall alternate between proponents and opponents of the measure.
- A member's first speech on a substantive motion shall be limited to ten (10) minutes, and any subsequent speeches on the same motion shall be limited to five (5) minutes. The same rules apply to debate on a procedural motion, except that a member's first speech shall not exceed five (5) minutes, and any subsequent speech shall be limited to two (2) minutes.

Rule 26. Adoption by Majority Vote

A motion is adopted if supported by a simple majority of the votes cast, a quorum being present, except when a larger majority is required by these rules or state law.

Rule 27. Changing a Vote

A member may change his or her vote on a motion at any time before the presiding officer announces whether the motion has passed or failed. Once the presiding officer announces the result, a member may not change his or her vote without the unanimous consent of the remaining members present. A member's request for unanimous consent to change a vote is not in order unless made immediately following the presiding officer's announcement of the result.

Rule 28. Duty to Vote

(a) Duty to Vote. Every Board member must vote except when excused from voting as provided by this rule.

(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 Board 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. 160D-109(a) (legislative development decision likely to have a direct, substantial, and readily identifiable financial impact on member)(if member has a close familial or associational relationship with owner/applicant for rezoning), or G.S. 160D-109(d) (member's participation in quasi-judicial decision would violate affected person's right to an impartial decision maker). Questions about whether a basis for excusal exists should be directed to the Town Attorney.

(c) Procedure for Excusal.

(1) *At member's request*. Upon being recognized at a duly called meeting of the Board, a member who wishes to be excused from voting shall so inform the presiding officer and may recuse himself or herself from voting on the matter if grounds for doing so exist under paragraph (b). If an objection is raised as to whether grounds exist under paragraph (b) for recusal, a majority of the remaining Board members present shall by motion and vote determine whether the member should be excused from voting.

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

(3) *On objection*. If an objection is raised to a Board member's participation at or prior to the hearing or vote on a particular matter and that member does not recuse himself or herself, the remaining members of the Board shall by majority vote rule on the objection.

(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 Board room 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 pursuant to G.S. §160A-75.

Rule 29. Voting by Written Ballot

(a) Secret Ballots Prohibited. The Board may not vote by secret ballot.

(b) Rules for Written Ballots. The Board may decide by majority vote or unanimous consent to vote on a motion by written ballot. Each member must sign his or her ballot, and the minutes must record how each member voted by name. The ballots must be made available for public inspection in the Town Clerk's office immediately following the meeting at which the vote took place and remain there until the minutes of that meeting are approved, at which time the ballots may be destroyed.

Rule 30. Substantive Motions

A substantive motion is not in order if made while another motion is pending. Once the Board 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.

Rule 31. Procedural Motions

(a) Certain Motions Allowed. The Board 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:

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

When several procedural motions are pending, voting must begin with the procedural motion highest in priority, provided that a motion to amend or end debate on the highest priority motion must be voted on first.

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 not 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 Board 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 Board is in closed session.

Motion 4. To Take a Brief Recess.

Motion 5. To Follow the Agenda. This motion must be made at the time an item of business that 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 (2/3) of the Board's actual membership, excluding vacant seats and not counting the Mayor if the Mayor votes only in case of a tie. The Board 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 Board 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 Board 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 (Call the Previous Question). If adopted, this motion terminates debate on a 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 Board's consideration of a substantive motion, and any proposed amendments thereto, until a designated day, meeting, or hour. During the period of postponement, the Board 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 Board may vote to refer a substantive motion to a committee for study and recommendations. While the substantive motion is pending before the committee, the Board 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 Board 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 Board 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 Board 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 and (b) by a member who voted with the prevailing side. For purposes of this motion, "the same meeting" includes any continuation 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 Board's deliberation on a pending matter.

Motion 15. To Rescind. The Board 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 (2/3) of the Board's actual membership, excluding vacant seats and not counting the Mayor, unless the Mayor may vote on all questions. If this motion is adopted, the ban on reintroduction remains in effect for six (6) months or until the Board's next organizational meeting, whichever occurs first.

Part IX. Ordinances and Contracts

Rule 32. Introduction of Ordinances

For purposes of these rules, the "date of introduction" for a proposed ordinance is the date on which the Board first votes on the proposed ordinance's subject matter. The Board votes on the subject matter of a proposed ordinance when it votes on whether to adopt or make changes to the proposed ordinance. Rules 32 and 33 do not apply to zoning ordinances or development regulation decisions that require a public hearing pursuant to G.S. §160D-601.

Rule 33. Adoption, Amendment, and Repeal of Ordinances

(a) Adoption of Ordinances.

(1) *Proposed ordinances to be in writing*. No proposed ordinance shall be adopted unless it has been reduced to writing and distributed to members before a vote on

adoption is taken.

(2) *Adoption on date of introduction.* To be approved on the date of introduction, a proposed ordinance or any action having the effect of an ordinance must receive affirmative votes equal to at least two-thirds (2/3) of the Board's actual membership, excluding vacant seats and not counting the Mayor, unless the Mayor has the right to vote on all questions before the Board.

(3) *Adoption after date of introduction*. To be approved after the date of introduction, a proposed ordinance or any action having the effect of an ordinance must receive affirmative votes equal to at least a majority of all Board members not excused from voting on the matter. In calculating the number of affirmative votes necessary for approval, the Mayor's vote counts if there is an equal division.

(b) Amendment and Repeal of Ordinances. The same voting requirements that govern the adoption of proposed ordinances also apply to the amendment or repeal of an ordinance.

Rule 34. Adoption of the Budget Ordinance

(a) Special Rules for the Adoption or Amendment of the Budget Ordinance. Notwithstanding any provision in the Town charter, general law, or local act,

(1) the Board may adopt or amend the budget ordinance at a regular or special meeting of the Board by a simple majority of those members present and voting, a quorum being present;

(2) no action taken with respect to the adoption or amendment of the budget ordinance need be published or is subject to any other procedural requirement governing the adoption of ordinances or resolutions by the Board; and

(3) the adoption or amendment of the budget ordinance and the levy of taxes in the budget ordinance are not subject to the provisions of any Town charter or local act concerning initiative or referendum.

(b) Notice Requirements for Budget Meetings. During the period beginning with the submission of the budget to the Board and ending with the adoption of the budget ordinance, the Board may hold any special meetings that may be necessary to complete its work on the budget ordinance. Except for the notice requirements of the open meetings law, which continue to apply, no provision of law concerning the call of special meetings applies during that period so long as

- each member of the Board has actual notice of each special meeting called for the purpose of considering the budget and
- no business other than consideration of the budget is taken up.

(c) No Authority for Closed Sessions. This rule shall not be construed to authorize the Board to hold closed sessions on any basis other than the grounds set out in Rule 5.

Rule 35. Approval of Contracts and Authorization of Expenditures

(a) Contracts to be in Writing. No contract shall be approved or ratified by the Town Board unless it has been reduced to writing at the time of the Board's vote.

(b) Approval of Contracts. To be approved or ratified, a contract must receive affirmative votes equal to at least a majority of all Board members not excused from voting on the contract, including the Mayor's vote in the event of a tie.

(c) Authorization of Expenditure of Public Funds. The same vote necessary to approve or ratify a contract is required for the Board to authorize the expenditure of public funds, except when the expenditure is authorized pursuant to Rule 34.

Rule 35.1. Development Regulation Ordinances and Plan Consistency Statements.

(a) Development Regulation Ordinances.

(1) A public hearing must be held before adopting any development regulation ordinance in accordance with G.S. 160D-601.

(2) In order to be approved, a proposed development regulation ordinance must receive affirmative votes equal to a majority of the Board's actual membership, excluding vacant seats and including the Mayor's vote only in the case of a tie.

(3) A motion to deny a proposed development regulation ordinance may be adopted by a simple majority of the votes cast, a quorum being present.

(4) A proposed development regulation ordinance that has not received an affirmative vote for approval in accordance with Rule 35.1(a)(2), and that has not otherwise been denied, shall be scheduled for another vote at the next regular meeting of the Board. If the proposed development regulation ordinance does not receive an affirmative vote for approval at the next regular meeting in accordance with Rule 35.1(a)(2), the proposed development regulation ordinance is rejected and is deemed to be denied.

(b) Plan Consistency/Statement of Reasonableness

(1) A Plan Consistency/Statement of Reasonableness shall be adopted by the Board when adopting or rejecting any zoning text amendment or any zoning map amendment. The Plan Consistency/Statement of Reasonableness may be approved as a single statement.

(2) A Plan Consistency/Statement of Reasonableness may be adopted by a simple majority of the votes cast, a quorum being present.

Part X. Public Hearings and Comment Periods

Rule 36. Public Hearings

(a) Calling Public Hearings. In addition to holding public hearings required by law, the Board may hold any public hearings it deems advisable. The Board may schedule hearings or delegate that responsibility to Town staff members, as appropriate, except when state law directs the Board itself to call the hearing. If the Board delegates scheduling authority, it must provide adequate guidance to assist staff members in exercising that authority.

(b) Public Hearing Locations. Public hearings may be held anywhere within the Town or within the county where the Town is located.

(c) Rules for Public Hearings. The Board may adopt reasonable rules for public hearings that, among other things,

- fix the maximum time allotted to each speaker,
- provide for the designation of spokespersons for groups of persons supporting or opposing the same positions,
- provide for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall (so long as arrangements are made, in the case of a hearing subject to the open meetings law, for those excluded from the hall to listen to the hearing), and
- provide for the maintenance of order and decorum in the conduct of the hearing.

(d) Notice of Public Hearings. Any public hearing at which a majority of the Board

is present shall be considered part of a regular or special meeting. Consequently, the relevant notice and related requirements of the open meetings law, as set out in Rules 9 through 12, apply to such hearings. Some statutes mandate additional notice for particular types of hearings, and such notice must be provided together with notice of the meeting during which the hearing will take place.

(e) Continuing Public Hearings. The Board may continue any public hearing without further advertisement to a time and place certain, provided the time (including the date, if the hearing will resume on a different day) and place of the continued hearing are announced in open session. Except for hearings conducted pursuant to paragraph (g), if a quorum of the Board is not present for a properly scheduled public hearing, the hearing must be continued until the Board's next regular meeting without further advertisement.

(f) Conduct of Public Hearings. At the time appointed for the hearing, the Mayor shall call the hearing to order and proceed to allow public input in accordance with any rules adopted by the Board for the hearing. Unless the Board extends the hearing, when the time allotted for the hearing expires, or when no one wishes to speak who has not done so, the Mayor shall declare the hearing closed, and the Board shall resume the regular order of business.

(g) Public Hearings by Less Than a Majority of Board Members. Nothing in this rule prevents the Board from appointing a member or members to hold a public hearing on the Board's behalf, except when state law requires that the Board itself conduct the hearing.

Rule 37. Public Comment Periods

(a) Frequency of Public Comment Periods. The Board must provide at least one opportunity for public comment each month at a regular meeting, except that the Board need not offer a public comment period during any month in which it does not hold a regular meeting.

(b) Rules for Public Comment Periods. The Board may adopt reasonable rules for public comment periods that, among other things,

- fix the maximum time allotted to each speaker,
- provide for the designation of spokespersons for groups supporting or opposing the same positions,

- provide for the selection of delegates from groups supporting or opposing the same positions when the number of persons wishing to attend the public comment period exceeds the capacity of the hall (so long as arrangements are made for those excluded from the hall to listen to the hearing), and
- provide for the maintenance of order and decorum in the conduct of the hearing.

(c) Content-Based Restrictions Generally Prohibited. The Board may not restrict speakers based on subject matter, as long as their comments pertain to subjects within the Board's real or apparent jurisdiction.

Part XI. Appointments and Appointed Bodies

Rule 38. Appointments

(a) Appointments in Open Session. The Board must consider and make any appointment to another body or, in the event of a vacancy on the Board, to its own membership in open session.

(b) Nomination and Voting Procedure. The Board shall use the following procedure to fill a vacancy in the Board itself or in any other body over which it has the power of appointment.

(i) In the event a vacancy occurs in the office of Mayor or Commissioner, the Board shall by majority vote appoint some qualified person to fill the same for the remainder of the unexpired term (Mooresville Town Charter, Sec.3.4(c)).

(ii) For all other bodies in which the Board has the power of appointment, the following procedures shall apply:

1. Advertisements. The Town Clerk will advertise for vacancies for all boards and commissions in a newspaper of general circulation in Iredell County and a newspaper serving the residents of the Town of Mooresville. The publication will include a brief explanation of the board's responsibilities and authority, and specific requirements for the position, if any. The Clerk's office will maintain a file containing an overview of each board including any specific requirements for positions on each board and the approximate number of meetings per year.
2. Initial application. All individuals interested in serving on a board or

commission must submit a written application form provided by the Town Clerk setting forth the name, address, the name of the board(s) or commission(s) to which appointment is desired and the qualifications of the applicant for appointment. Applications may be filed for several boards if desired. The application may be accompanied by additional written information which the applicant wishes the Board to consider, such as letters of reference in support of the appointment.

The applications will be kept on file for two years from the date of submission. Any application that has not been approved for an appointment after two years from the date of submission is subject to being disposed of by the Town Clerk.

3. Appointments. Applications for appointments shall be on file at least ten (10) days before they are to be considered. The respective board which has the vacancy to be filled may submit to the Town Clerk its recommendations for consideration.

   Upon a vacancy occurring on any board or committee subject to this Rule, the Mayor shall appoint a nominations committee made up of members of the Town Board to consider and recommend to the full Board a slate of candidates for consideration.

4. Procedure. The nominations committee shall at a regularly scheduled meeting of the Town Board, or at a special meeting if called, bring forward a slate of names for consideration by the full Board. Should a Board member wish to nominate a person who has not completed a timely application, the Board may vote to delay the appointment to allow such individual's completed application to be forwarded to the nominations committee for consideration.

   Each Commissioner shall be given a "yea" vote and a "nay" vote that may be cast for each candidate by each Commissioner. Such Commissioner shall cast either a "yea" vote or a "nay" vote upon the Mayor calling for a vote on the name of the candidate. Failure to cast a vote when called upon by the Mayor shall be considered a "yea" vote. A Commissioner who is absent shall not have any votes counted and cannot assign by proxy his or her votes.

   The Mayor will conduct the voting on the nominations and the person

receiving the majority of "yea" votes shall be declared the winner.

Should a deadlock occur such that a tie cannot be broken, the Mayor shall send all names back to the nominations committee who shall return to the Board at its next regularly scheduled meeting, or at a special meeting if called, a slate of candidates to include the names of the candidates previously selected plus at least one additional candidate for the Board's consideration.

(c) Mayor. The Mayor may make nominations but may not vote on appointments under this rule.

(d) Multiple Appointments. If the Board is filling more than one vacancy, each member shall have as many votes in each balloting as there are slots to be filled, and the votes of a majority of the total number of members voting shall be required for each appointment. No member may cast more than one vote for the same candidate for the same vacancy during a single balloting.

(e) Duty to Vote. It is the duty of each member to vote for as many appointees as there are appointments to be made, but failure to do so shall not invalidate a member's ballot.

(f) Vote by Written Ballot. The Board may vote on proposed appointments by written ballot in accordance with Rule 29.

Rule 39. Committees and Boards

(a) Establishment and Appointment. The Board or the Mayor may establish temporary and standing committees, boards, and other bodies to help carry on the work of Town government. Unless otherwise provided by law or the Board, the power of appointment to such bodies lies with the Board.

(b) Open Meetings Law. The requirements of the open meetings law apply whenever a majority of an appointed body's members gather in person or simultaneously by electronic means to discuss or conduct official business. They do not apply to meetings solely among the Town's professional staff.

(c) Procedural Rules. The Board may prescribe the procedures by which the Town's appointed bodies operate, subject to any statutory provisions applicable to particular bodies. In the absence of prescribed rules adopted by the Board, all committees, boards, and other bodies should follow the *Suggested Procedural Rules for Local Appointed Boards*, as published by the UNC School of Government.

Part XII. Miscellaneous

Rule 40. Amendment of the Rules

These rules may be amended at any regular meeting or at any properly called special meeting for which amendment of the rules is one of the meeting's stated purposes. Any amendment to these rules must be consistent with the Town charter, any relevant statutes, and generally accepted principles of parliamentary procedure. To be adopted, a motion to amend these rules must be approved by a majority of the Board's members, excluding vacant seats and counting the mayor only if the mayor may vote on all questions.

Rule 41. Reference to Robert's Rules of Order Newly Revised

These rules are made with the guidance of the *Suggested Rules of Procedure for a City Council*, Fourth Edition, by Trey Allen, published in 2017 by the UNC School of Government. If the Board is confronted with a procedural issue not covered by these rules or state law, the Board shall refer to the aforementioned publication for any comments or guidance on the question. If the procedural issue remains unresolved, the Board shall refer to *Robert's Rules of Order Newly Revised* for guidance. Having consulted these authorities, the Mayor shall make a ruling on the issue subject to appeal to the Board under Rule 31, Motion 1.

RESOLUTION TO ACCEPT GRANT

WHEREAS, on March 3, 2025, the Town of Mooresville Board of Commissioners (the "Town Board") approved a request from the Mooresville Police Department (MPD) to apply for a grant from the NC Governor's Highway Safety Program ("GHSP") to fund the fourth year of a four year project to expand the MPD traffic unit by two additional traffic officers dedicated to highway safety activities; and

WHEREAS, the Mooresville Police Department has been awarded a grant in the amount of $44,165.00 with a required match of $132,495.00 from the GHSP for 2022 Traffic Unit Expansion - Year 4 funding; and

WHEREAS, the Mooresville Police Department wishes to accept the grant award from the GHSP to help fund two traffic officers' salaries, fringe benefits, and some specified travel and training; and

WHEREAS, the Town Board has considered the issues identified and reviewed the project as described in the application and has determined the project to be in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Town of Mooresville Board of Commissioners as follows:

1. That the Town Board hereby accepts the 2022 Traffic Unit Expansion - Year 4 grant in a form substantially similar to that presented to the Town Board in the amount of $44,165.00 for the purpose of supporting the continuation of the expansion of the MPD traffic unit; and

2. That the Town Board hereby approves and authorizes the Town Manager to execute the Grant Award and such other agreements and actions as necessary in accordance with the NC Governor's Highway Safety Program grant requirements; and

3. That the Mooresville Police Department shall furnish or make arrangement for the sharing of such information, data, documents, and reports as will be required by the grant contract, or as may be required by the GHSP.

This Resolution shall take effect immediately upon its adoption.

RESOLVED, this the 4th day of August 2025.

_____
Christopher S. Carney
Mayor

Attested by:

_____
Jane Crosby
Town Clerk

North Carolina Governor's Highway Safety Program

Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
   - **(a)** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
   - **(b)** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
   - **(c)** Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
   - **(d)** Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
   - **(e)** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
   - **(f)** The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
   - **(g)** The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
   - **(h)** Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
   - **(i)** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
   - **(j)** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
   - **(a)** Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
   - **(b)** Sec. 1906, Pub. L.109-59, as amended by Sec. 4011, Pub. L. 114-94;
   - **(c)** Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
   - **(d)** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
   - **(e)** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
   - **(f)** NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**

   (a) Certification Regarding Federal Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:

   (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

(b) Restriction on State Lobbying. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

(a) Audit Required. Non-Federal entities that expend $750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.

(b) Single Audit. Non-Federal entities that expend $750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).

(c) Non-Governmental Entities. Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

(a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

(b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

(e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

(g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

(h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.

(j) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.

(i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.

(ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.

8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.

11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.

13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.

2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.

4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.

5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.

6. **Property and Equipment.**
   - **(a) Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
   - **(b) Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
   - **(c) Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
     - **(i)** Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

(ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.

(d) Non-expendable Property. Non-expendable property is defined as property or equipment having a value of $5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.

7. Educational or Other Materials. If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of $5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.

8. Review of Reports and Publications. Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.

9. Reimbursement.

(a) General. Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.

(b) Approval. The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.

(c) Unapproved Costs. Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.

(d) Final Claims for Reimbursement. Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.

(e) Expending Funds Under This Contract. Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.

10. Project Costs. It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.

11. Program Income. The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.

12. Project Directors. The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.

13. Reports Required.

(a) Quarterly Progress Reports. Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.

(b) Final Accomplishments Report. A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

(c) Audit Reports. Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. Out-of-State Travel.

(a) General. All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.

(b) Requests. Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.

(c) Agency Travel Policy Required. For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.

(d) Agenda Required. Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. Conditions for Law Enforcement. In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) Certifications Required.

(i) In-car Camera or Video System. For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.

(ii) Radar. For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.

(iii) Alcohol Screening Devices. For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

(b) Report Required - Monthly Enforcement Data Report. In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. Conditions for Local Governmental Agencies.

(a) Resolution Required. If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.

(b) Resolution Content. The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. Seat Belt Policy and Use. Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. Text Messaging Policy. Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. Continued Federal and State Funding.

(a) Federal Funding. The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

(b) State Funding. The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

21. Performance. All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.

22. Resolution of Disputes. Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

23. Department Held Harmless.

(a) For State Agencies. Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

(b) For Agencies Other Than State Agencies. The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

24. Records Access and Retention. The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.

25. Sanctions for Non-Compliance. The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:

(a) Cancel, terminate, or suspend this contract in whole or in part;

(b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;

(c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;

(d) Refer the case to the United States Department of Justice for appropriate legal proceedings.

26. Cancellation, Termination, or Suspension of Contract.

(a) By the Department. For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

(b) By mutual consent. The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.

(c) Unexpended funds. Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. Completion Date. Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. E-Verify requirements. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. Certification of Eligibility Under the Iran Divestment Act. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

(a) that the Agency is <u>not now and was not at the time of the execution of the Contract dated below</u> identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;

(b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and

(c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. Agency Fiscal Year. The end date for the Agency's fiscal year is _____.

31. Signature. By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME Kimberly Jones	TITLE Admin. Assistant	ADDRESS 2847 Charlotte Highway, Mooresville
SIGNATURE *Kimberly Jones*	DATE	TELEPHONE NUMBER 704-658-9009
AGENCY AUTHORIZING OFFICIAL		
NAME Tracey Jersome	TITLE Town Manager	ADDRESS 413 N. Main St., Mooresville, NC 28115
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME Chris Quinn	TITLE Finance Director	ADDRESS 413 N. Main St., Mooresville, NC 28115
SIGNATURE	DATE	TELEPHONE NUMBER

North Carolina Governor's Highway Safety Program

LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Mooresville Police Department (herein called the "Agency")
(The Applicant Agency)

has completed an application contract for traffic safety funding; and that the Board of Commissioners of the Town of Mooresville
(The Governing Body of the Agency)

_____ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE the Board of Commissioners of the Town of Mooresville IN OPEN
(Governing Body)

MEETING ASSEMBLED IN THE CITY OF Mooresville, NORTH CAROLINA, THIS 4th DAY OF August, 20 25, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Kimberly Jones, Project Director is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of $ 44,165.00 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
   (Name and Title of Representative)
   (Federal Dollar Request)
3. That the Governing Body has formally appropriated the cash contribution of $132,495.00 as required by the project contract; and
   (Local Cash Appropriation)
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____
(Chairperson/Mayor)

ATTESTED BY _____ **SEAL**
(Clerk)

DATE _____

Town of Mooresville

CONTRACT SUMMARY

To:	Honorable Mayor and Board of Commissioners
From/Department:	Allison Kraft/Utilities
Subject:	Annual Tank Maintenance Contract
Consent/Regular:	Consent
Date:	August 4, 2025

Agiloft Contract #: 23-59 Annual Tank Maintenance Contract

Vendor: Utility Service Company, Inc

Term: July 14, 2022 - June 30, 2026

Cost and Funding Source: $216,495.64 : 30900000-5145

Purpose of Contract: FY26 payment for multi-year inspection and maintenance on the Town's elevated and ground storage finished potable water storage tanks.

Relevant Details: N/A

Specific Terms or Provisions (conditions, triggers & unusual obligations): N/A

USG WATER
SOLUTIONS

January 09, 2025

Allison Kraft
Town Of Mooresville
P O Box 878
Mooresville, NC 28115

Dear Allison Kraft:

We would like to extend our appreciation for selecting Utility Service Co. Inc. to manage your water utility assets for another year. Your trust is highly valued by our team.

In the spirit of transparency, we are pleased to provide you with the projected fees for the upcoming fiscal year. We believe in upfront communication to assist you in planning your budget effectively.

Please note that the figures presented here are not final invoices. The actual invoice(s) will be sent separately in accordance with the terms of your maintenance contract(s). While there may be slight adjustments based on market shifts, rest assured that we are working diligently to keep your fees as reasonable as possible.

It is essential to mention that the listed fees do not include taxes, which will be added to your invoices if applicable. The responsibility for any taxes rests with the owner.

Here is an overview of the upcoming fees:

Asset Name	Asset Type	Fee	Effective From	EffectiveTo
Mazeppa Tank - 129372	1,000,000 Hydropillar	$36,860.24	7/1/2025	6/30/2026
Exit 33 Tank - 129369	1,000,000 Pedisphere	$33,787.96	7/1/2025	6/30/2026
New 4.021Mg Clearwell Tank 2 - 15610	5,000,000 Concrete	$28,539.76	7/1/2025	6/30/2026
New 4.021Mg Clearwell Tank 1 - 15611	5,000,000 Concrete	$28,539.76	7/1/2025	6/30/2026
Church Street Tank - 129370	500,000 Elevated	$24,457.04	7/1/2025	6/30/2026
Race City Tank - 129371	500,000 Pedisphere	$20,593.32	7/1/2025	6/30/2026
Plaza Tank - 129373	500,000 Pedisphere	$20,593.32	7/1/2025	6/30/2026
Clearwell 2 Tank - 129367	1,000,000 Concrete	$14,234.60	7/1/2025	6/30/2026
Fire Pump 532Kg Tank - 129374	600,000 Concrete	$8,889.64	7/1/2025	6/30/2026

Along with this letter, we have included an overview of the benefits and value that come with being on our maintenance program. We sincerely appreciate your business and anticipate continuing to provide high-quality services for years to come.

Your feedback is of utmost importance to us, and we remain committed to consistently delivering exceptional customer service. Should you have any questions, comments, or concerns, please feel free to contact me at 866-919-3471 or sue.roach@usgwater.com.

Sincerely,

Sue Roach
Customer Account Specialist

USG is proud to celebrate our 60th Anniversary.
Thank you for your support in helping us reach this milestone!
Scan our QR code to visit our website.
We look forward to serving you in the future.

A RESOLUTION AUTHORIZING EXECUTION OF A PURCHASE ORDER UNDER MASTER SERVICES AGREEMENT WITH UTILITY SERVICE COMPANY INC. (CONTRACT ID #23-59) IN THE AMOUNT OF $216,495.64

WHEREAS, North Carolina General Statute Chapter 160A, Article 3 provides municipalities the authority to enter into contracts and appropriate sufficient funds to meet the requirements of those contracts; and

WHEREAS, the Town of Mooresville ("Town") is an incorporated municipality under the laws of the State of North Carolina and exercised its authority by entering into a Master Services Agreement with Utility Service Company, Inc On September 29, 2022 for multi-year inspection and maintenance on the Town's elevated and ground storage finished potable water storage tanks; and

WHEREAS, the Town has determined the provision of the services (and/or goods) to be provided under contract #23-59 Annual Tank Maintenance Contract to be in the public interest; and

WHEREAS, the cost for planned maintenance in Fiscal Year 2026 has been determined to be $216,495.64.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners for the Town of Mooresville does hereby approve the issuance of a Purchase Order to Utility Service Company, Inc. for work as described in the Executed Master Services Agreement (Contract #23-59), with such Purchase Order containing a pre-audit certification from the Town's Finance Officer.

Resolved this 4th day August 2025.

_____
Christopher S. Carney, Mayor

Attest:

_____
Jane Crosby, Town Clerk

Town of Mooresville

CONTRACT SUMMARY

To:	Honorable Mayor and Board of Commissioners
From/Department:	Allison Kraft/Utilities
Subject:	Amendment #1 - Dye Creek Sewer Replacement
Consent/Regular:	Consent
Date:	August 4, 2025

Agiloft Contract : 25-855 Amendment #1 - Dye Creek Sewer Replacement

Vendor: WithersRavenel, Inc.

Term: December 5, 2024 – July 31, 2026

Cost and Funding Source: $95,480.00 : 77770703-5105

Purpose of Contract: Addition to scope of project to provide design and regulatory services for stream stabilization next to active sewers at the project site and behind MHS football stadium.

Relevant Details: N/A

Specific Terms or Provisions (conditions, triggers & unusual obligations): N/A

A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO TOWN OF MOORESVILLE CONTRACT #25-306 DYE CREEK SEWER REPLACEMENT IN THE AMOUNT OF $95,480.00 FOR ADDITIONAL GOODS AND SERVICES

WHEREAS, North Carolina General Statute Chapter 160A, Article 3 provides municipalities the authority to enter into contracts and appropriate sufficient funds to meet the requirements of those contracts; and

WHEREAS, the Town of Mooresville ("Town") is an incorporated municipality under the laws of the State of North Carolina and entered into a contract with WithersRavenel, Inc, on December 5, 2024, in the amount of $117,650.00, such contract bearing the contract number and title Town of Mooresville Contract #25-306 Dye Creek Sewer Replacement; and

WHEREAS, the Town and WithersRavenel, Inc. desires to amend Contract #25-306 by increasing the amount of the contract by $95,480.00 for a new total contract amount of $213,130.00 for additional scope of project to provide design and regulatory services for stream stabilization next to active sewers at the project site and behind Mooresville High School Football Stadium, such amendment bearing the contract number and title Town of Mooresville Contract #25-855 Amendment #1 – Dye Creek Sewer Replacement; and

WHEREAS, the Town has determined the provision of the goods and services to be provided under Contract #25-855 Amendment #1 – Dye Creek Sewer Replacement to be in the public interest; and

WHEREAS, the form and substance of the Amendment contemplated herein has been described to the Town Board of Commissioners and a copy of the same has been made available for review.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners for the Town of Mooresville does hereby approve the Amendment in substantially the same form as presented at the Town of Mooresville Board of Commissioners meeting on August 4, 2025, and evidenced by the document known as Amendment #1 – Dye Creek Sewer Replacement bearing Town of Mooresville Contract ID #25-855, and further authorizes the Mayor and/or the Town Manager to execute such Amendment, including any changes, modifications, additions, deletions or additional amendments deemed necessary, desirable or appropriate, so long as such changes do not impose any costs in excess of the amount budgeted and approved therefor, nor materially or adversely affects the rights and/or obligations of the Town, and such changes are approved as to form and legality by the Town's legal department, with such Amendment containing a pre-audit certification from the Town's Finance Officer.

Resolved this 4th day of August 2025.

_____
Christopher S. Carney, Mayor

Attest:

_____
Jane Crosby, Town Clerk

Amendment No. 1

Town of Mooresville Contract #25-306 - Dye Creek Sewer Replacement by and between WithersRavenel, Inc., and the Town of Mooresville with last date of execution being December 5, 2024, is hereby amended by mutual agreement of the parties as follows:

Extending the contract completion date to July 31, 2026. Increase amount of contract in the amount of $95,480.00 for additional scope of project to provide design and regulatory services for stream stabilization next to active sewers at the project site and behind Mooresville High School Football Stadium. This Change Order will increase the contract total amount from $117,650.00 to $213,130.00. All other provisions of the contract remain unchanged and in force.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be amended in their corporate names by duly authorized officers in duplicate originals, one of which is retained by each of the parties, the day and the year as indicated.

Town of Mooresville by:

_____ Date: _____
Christopher S. Carney, Mayor

Attest:

_____ Date: _____
Jane Crosby, Town Clerk

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act"

_____ Date: _____
Christopher Quinn, Chief Financial Officer

By signing below, the individual certifies that he or she has the authority to execute this document and if doing so without attestation, has the authority to do so without such attestation being affixed hereto.

WithersRavenel, Inc. by:

_____ Date: _____
Joseph Turner, PE
Director of Utilities, Charlotte

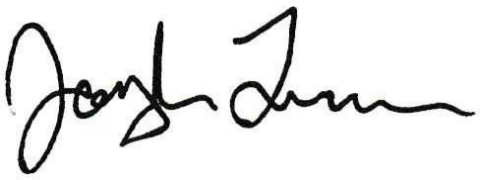
WithersRavenel
Our People. Your Success.

July 18, 2025

RE: Amendment No #1
Mooresville Dye Creek Wastewater Inteceptor
Mooresville, NC 28115
WR Project No. 23-0060-001

WithersRavenel is pleased to provide this Amendment for the Mooresville Dye Creek Wastewater Inteceptor Project for the streambank restoration, stabilization design, and associated environmental permitting along the Dye Creek Interceptor, as well as along an eastern branch of Dye Creek near the football field at Mooresville High School. The purpose of this amendment is to prevent erosion of the stream bank that risks the gravity sewer utilities in these two areas. If you have any questions or concerns about this amendment, please do not hesitate to call me at the number listed below.

Sincerely,
WithersRavenel



Joseph Turner, PE,
Director of Utilities, Charlotte

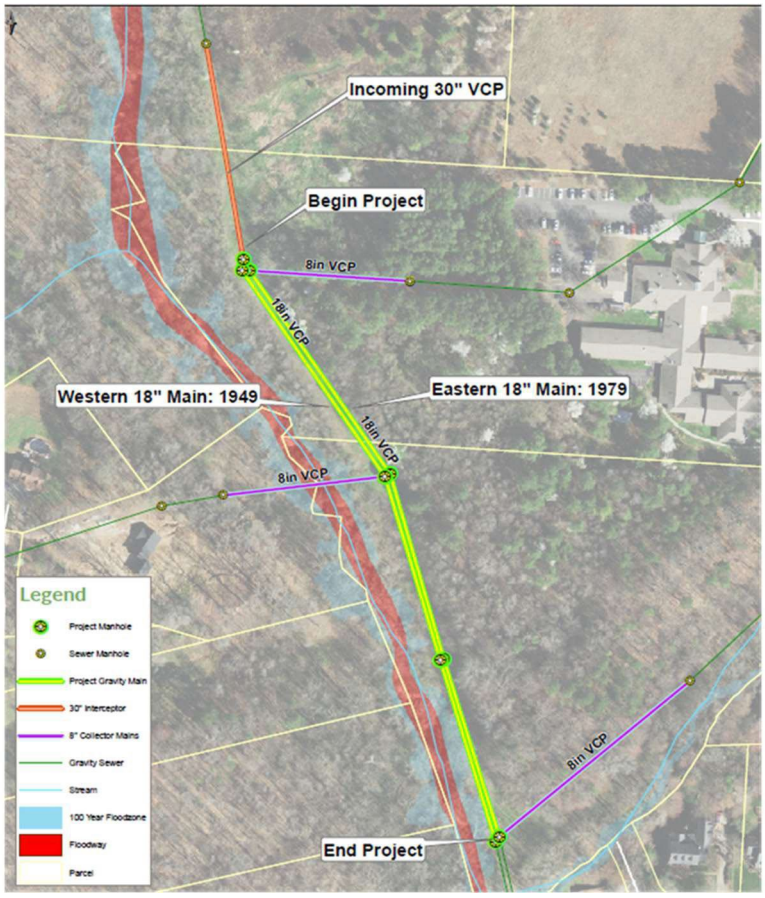
Jturner2@withersravenel.com
Ph. 704.914.7441

Town of Mooresville
Dye Creek Wastewater Interceptor
Mooresville, North Carolina
Amendment No. # 1

A. Amendment Description

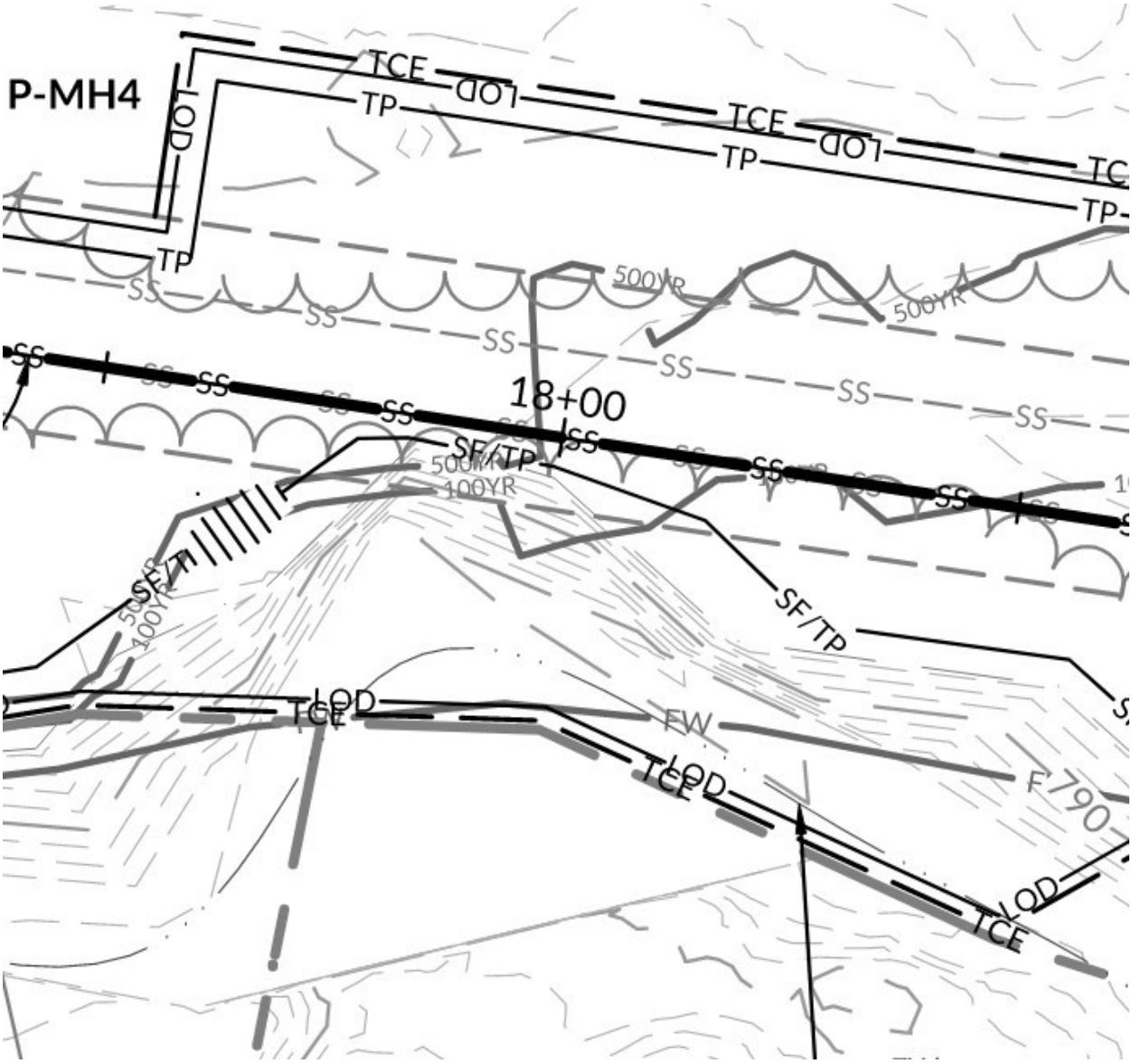
This document is intended to serve as Amendment No. 1 to Appendix I to the Agreement between Owner and Engineer for Professional Services dated 4 December 2024 between the Town of Mooresville (Owner) and WithersRavenel, Inc. (Engineer).

The Dye Creek Interceptor project consists of replacement of a portion of an existing 18-inch sewer interceptor with approximately 1,000 linear feet (LF) of new 30-inch piping. The existing system consists of 30-inch piping flowing into dual 18-inch sewer interceptors, one constructed in 1949 and one in 1979, via a "splitter" junction box, and three 8-inch in collector sewer mains. The project also includes the replacement of an existing ductile iron gravity sewer aerial crossing (pipe only), crossing Dye Creek.

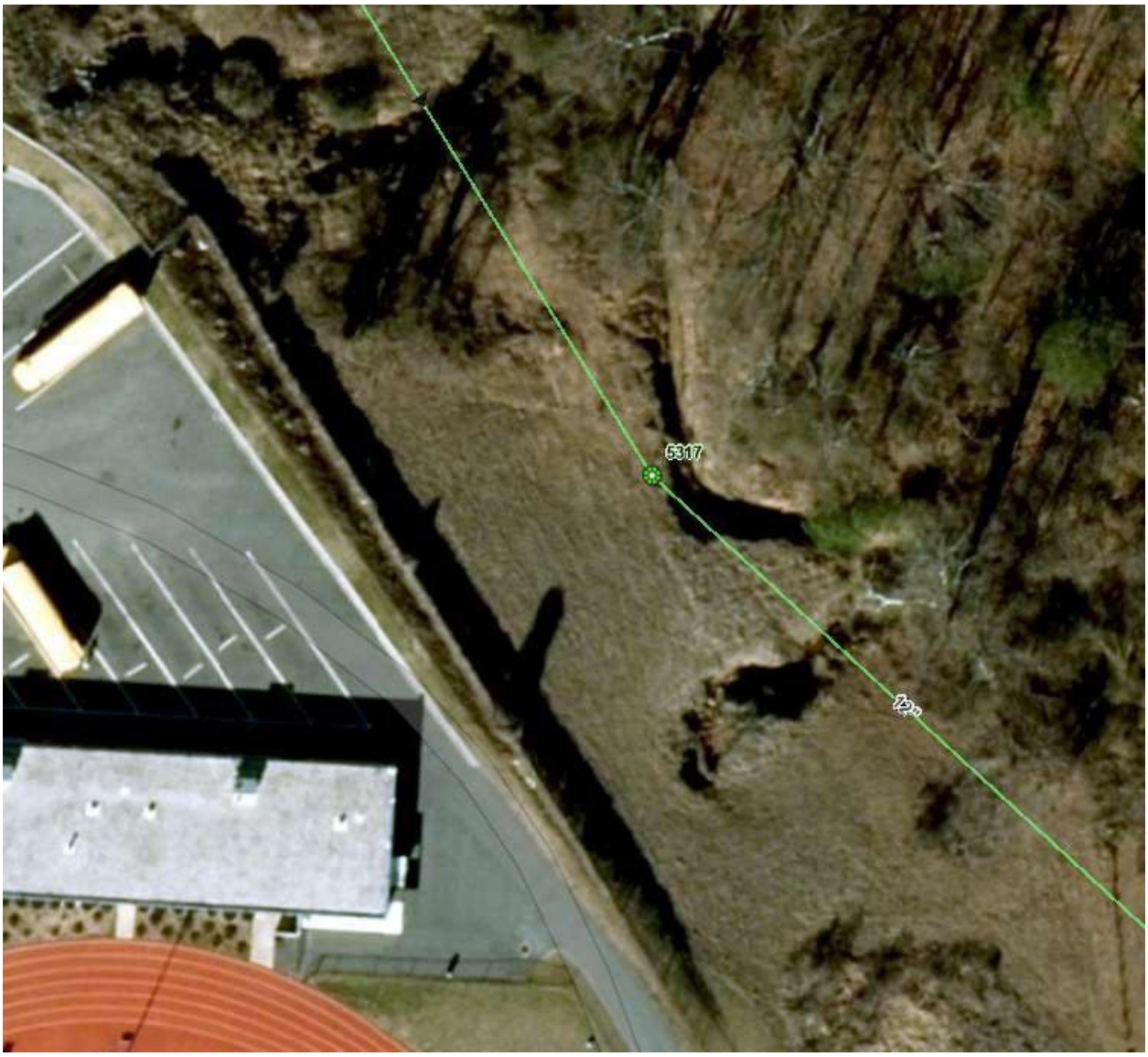


This amendment is to address stream bank erosion along Dye Creek that was discovered during the dig and replace design of the western 18" main. In an effort to maintain the integrity of the new, 30-inch gravity sewer line that is being installed, streambank restoration and stabilization will be

performed on approximately 70 linear feet of stream bank. This work will take place near station 18+00 on the proposed plans as depicted below:



Similar erosion issues were identified along an eastern branch of Dye Creek adjacent to the football field at Mooresville High School. Approximately 70 linear feet of this Branch of Dye Creek will be restored and stabilized to protect the gravity sewer in the immediate area. The proposed area of interest is depicted below:



B. Timeline for Services

Consultant Engineer will begin work upon receipt of executed Amendment and written notice to proceed from the Owner. Estimated timeframe(s) for the basis of the services described in the Scope of Services are shown below.

Milestone	Approx. Time Frame
Topographic Surveying – Mooresville High School	8 Weeks
Streambank Restoration and Stabilization Engineering Design	12 Weeks
Environmental Permitting	16 Weeks

1. From the milestone time frames and factoring in variability in the approval process, Engineer estimates the total project timeframe for the Scope of Services to be 9 months.
2. The estimated timeframe(s) may be impacted by, among other things:
    a. Timeliness and additional permit and/or plan reviews of review agencies;
    b. Timeliness and accuracy of information provided by the Owner and Owner consultants.
3. Timeframe through construction will vary based on:
    a. The Owner's schedule and phasing;
    b. Contractor's progress and adherence to completion date;
    c. Owner and/or Agencies requesting additional work.
4. If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to Engineer fees.
5. Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Owner nor Engineer have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

C. Scope of Services

Engineer shall provide the services identified under each task below as its "Basic Services" under the Amendment.

Task 1 - Project Management

No change to this task. Timeline extended for additional duration of the project.

Task 2 - Surveying

No change to this task.

Task 3 - Geotechnical Investigations

No change to this task.

Task 4 - Environmental Investigations

No change to this task.

Task 5 - Design and Permitting

No change to this task.

Task 6 - Bidding

No change to this task.

Task 7 - Construction Administration

No change to this task. Not included in the fee proposal at this time.

Task 8 - Construction Observation

No change to this task. Not included in the fee proposal at this time.

Task 9 - Mooresville High School Stream Survey

A. Topographic Survey

1. Engineer will perform a topographic survey along the eastern branch of Dye Creek near Mooresville High School for approximately 100 feet. The area of topographic survey will be 50' wide, centered on the location of the stream.
2. Conventional survey will be completed using spot grades at approximately 25' intervals.
3. Contours will be mapped at 1-foot intervals.
4. WR will locate top and bottom of stream bank slopes and changes in slope lines.
5. WR will also locatevisible and obvious site improvements such as roadways, drives, walkways, signs, parking spaces, roadway markings, etc.
6. All sanitary manholes (MH) and stormwater conveyances along this area will be located. This will include the rim elevation, invert elevation, size and type of pipe inverts, at each manhole.
7. Tree lines will be located, but does not include the location of individual trees within wooded areas.
8. Horizontal control will be based on NC State Grid, NAD'83 (2011).
9. Vertical control will be based on NAVD'88.

Task 10 - Stream Restoration and Stabilization Design

Engineer shall perform Stream Restoration and Stabilization Engineering in two different locations along different branches of Dye Creek:

Stream Restoration and Stabilization Design:

1. Utilize natural channel design and ecological engineering techniques to create a stable resilient streambank design that accommodates the needs of the property Owners, provides access to the sanitary sewer utility by the Owner, and does not reduce the stream channel or floodplain access or dimensions. The conceptual design, based on preliminary photographs will include:
2. Design of approximately 70 linear feet of stream channel and floodplain at an appropriate and accessible elevation to the stream to provide habitat and ecological function
3. Design of natural boulder streambank toe and base for stabilization structures above the toe, to restore the streambank to natural condition and provide a native riparian zone
4. Design of Single-Arm vane(s)
    a. Incorporate into rock toe as mitigation for high flow events to protect the utility
        - Direct high stream flows away from the river streambank, sewer easement, and associated sewer line
5. Design of Geolifts above rock toe to provide soil stabilization and growth medium for riparian plants
6. Specification of deep rooted, native, riparian, herbaceous and woody shrub vegetation within the Owner's Sewer Easement to provide riverbank resilience for future storms

Deliverables

- Design Drawings from schematic design to construction drawings, as applicable, prepared in AutoCAD Civil 3D at scales appropriate for the drawing intent.
- Project Manual as defined in the Engineers Joint Contract Document Committee (EJCDC) "EJCDC®C-700, Standard General Conditions of the Construction Contract."
- Opinion of Probable Construction Cost (OPCC).

The above deliverables are anticipated at the following milestones:

- Schematic Design (SD) to include Design Drawings, and OPCC for Owner's approval. Up to three versions (initial and two revisions) are included in this scope of services.
- Design Development (DD) to include Design Drawings, technical Specifications of the Project Manual, and OPCC for review/use by Owner and permitting agencies. Up to two versions are included in this scope of services.
- Construction Documents (CD) to include Design Drawings, Project Manual, and OPCC following approval of permitting agencies. Minimal comments are anticipated at this stage and will be addressed with the Bidding Package Submittal.

Task 11 - Environmental Permitting

Engineer shall perform obtain environmental permits associated with Stream Restoration and Stabilization Engineering in two different locations along different branches of Dye Creek.

A. Environmental Permitting:

1. Complete required NCDEQ DWR, and USACE permit applications and regulatory and resource agency correspondence to include:

   a. USACE 404 PCN (Nationwide Permit 13 or applicable) application and agency coordination. Engineer will make every effort to avoid and minimize impacts to Waters of the US (WOTUS) with our engineering design and if possible, WR will pursue a non-notifying PCN and NCDWR General Water Quality Certification for this project. Costs for permitting and resource agency coordination consider that a PCN and Individual Water Quality Certification will be required.

   b. Provide a letter notification of the proposed project to the NC Division of Cultural Resources State Historic Preservation Office (SHPO) and also consult with USFWS and provide a desktop Threatened and Endangered Species review; as necessary and if required. Costs for these tasks are included, but if we find that they are not necessary these tasks will not be performed.

D. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Amendment (see below) shall be considered Additional Services if those services can be performed by Engineer and its agents if requested in writing by the Owner and accepted by Engineer. Additional services shall be paid by the Owner in accordance with the Fee & Expense Schedule. The exclusions are described below but are not limited to the following:

General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other agreements;
- Any other services not specifically listed within the Scope of Services.

Geomatics Services

- Annexation Plats
- Boundary/Topographic Surveys;

- Tree survey/cover report by Registered Forester;
- Subsurface Utility Engineering (SUE);
- Surveys for off-site improvements;
- Platting services;
- Plot Plans;
- ALTA Surveys;
- GIS mapping services;
- Construction staking
- Building staking;
- As-built (record drawing) surveys;
- Easements, Easement/ROW Plats;

Environmental Services

- Historic Resources Survey;
- Endangered Species' Habitat survey;
- Wetland Delineations;
- Wetland/Buffer Determinations;
- Phase I & II ESA's;

Offsite/Specialty

- Development agreements;
- Homeowner association documents;
- Utility allocation agreements;
- Preparation of electronic file suitable for GPS machine control;
- Expert witnesses;

Planning/Studies

- Entitlement services;
- Variance and Quasi-Judicial processes;
- Off-site Sewer Analysis.
- Traffic Impact Analysis;
- Signalization Studies;
- Hydrant flow determination and hydraulic analyses;
- Existing sewer hydraulic analyses;
- Town or regulatory approvals;
- Special & Conditional Use Permits;

Services During Construction

- Engineer's Opinion of Costs;
- Bidding/negotiation services;
- Pay application reviews;
- Change order reviews;
- Shop Drawing review;
- RFI's during bidding;
- Construction administration;
- Construction management;
- Dry utility coordination/design;
- NPDES monitoring/reporting;
- Loan draw certifications;
- Bonds and Bond Estimates;
- Record drawings/as-builts;
- Engineer Certifications;
- O&M/SWMP Manuals;

Stormwater Services

- Stormwater Management Plan;
- Stormwater Pollution Prevention Plan (SPPP) update or revision;
- Secondary containment designs;
- SCM design;
- Culvert design;
- Dam inspection, engineering, or analysis;
- Dam breach analysis;
- Flood studies, floodplain permitting or coordination with FEMA (such as for a LOMR-F, CLOMR/LOMR, etc.);
- Soil investigations (such as Seasonal high-water table determinations;
- Soil Media Mix Testing and Gradation Certification;
- Downstream impact analysis;
- Nutrient calculations;
- Peak flow analysis;
- SCM conversion;
- Permitting Services
- Building permits and associated work;
- Erosion Control permits;
- Water/Sewer permits;
- 401/404 permitting;
- Floodplain Development permit;
- NCDOT permitting;
- Sign permitting;

Landscape Architecture Services

- Landscape layout and design;
- Irrigation design;
- Hardscape design;
- Enhanced landscape design beyond minimum requirements;
- Entrance/signage feature design;
- Water feature and/or pool design;
- Renderings;
- Park improvements;
- Public art design or commissioning

Services by Others

- Geotechnical services;
- Architectural and MEP services;
- Structural Services;
- Arborist/Registered Forester Services;

Documents/Drawings

- Schematic Drawings as typically defined in the architectural industry;
- Conceptual Drawings;
- Sketch Plans;
- Site Plans;
- Construction Drawings;
- Technical specifications;
- Contract documents;
- Record (As-Built) Plans;
- Lot Matrix;

Design Services

- Detailed Builder focused lot fit matrix;
- Detailed lot grading;

- Off-site improvements;
- Offsite utility or road improvements;
- Pump Station design and permitting;
- Forcemain design and permitting;
- Reclaim waterline design;
- LEED certification coordination;
- Pavement design;
- Structural/foundation design;
- Greenway bridge design & permitting;
- Boardwalk design & permitting;
- Signal design;
- Dumpster enclosure details;
- Grease trap design;
- On-site water/sewer design;
- Equipment Selections/Design;
- Design associated with Amenity Site;
- Site Lighting is limited to fixture selection; electrical engineering not included;

Project Management

- Additional Meetings/Site Visits;
- Adjacent property owner discussions;
- Neighborhood meetings;
- Attendance at formal regulatory meetings unless noted above;

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Engineer for this project.

E. Owner Responsibilities

The following are responsibilities of the Owner and Engineer will rely upon the accuracy and completeness of this information:

1. General:
    a. Provide representative for communications and decisions;
    b. Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Owner;
    c. Preferred media platforms for communications with the Owner;
    d. Provide in writing, any information as to Owner's requirements for design;
    e. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
    f. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
    g. Examine all agreements, reports, sketches, estimates and other documents presented by the Engineer and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Engineer;
    h. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any defect in the Project or the services of Engineert;
    i. Attend Town or City meetings as required/needed;
    j. Provide access to property for Engineer and subconsultants;
    k. Discussions/negotiations with adjacent landowners;
    l. Acquire all off-site utility and/or construction easements required for this Project;
    m. Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Engineer;
    n. All submittal, review, or permitting fees associated with the Project;
    o. Any legal representation requiring an attorney at law.
2. Construction Specific:
    a. Arrange a pre-construction conference with the contractor, Owner, Engineer, and other design professionals for the final Project coordination prior to the commencement of construction;
    b. Provide direction and payments to contractors;
    c. Coordination with contractor on scheduling or fulfillment of its responsibilities;
    d. Distribution of approved plans and permits to contractor.

F. Compensation for Services

1. Hourly not to exceed

Engineer proposes to provide the Basic Services outlined in the Scope of Services on a hourly not to exceed basis with budgets as shown below plus reimbursable expenses in accordance with the Fee & Expense schedule. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Engineer by Owner prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Original Agreement	Amended Fees	Fee
1	Project Management	$9,500	$17,280	$26,780
2	Survey	$19,150	-	$19,150
3	Geotechnical Investigations	$6,500	-	$6,500
4	Environmental Investigations	$4,500	-	$4,500
5	Design and Permitting	$52,000	-	$52,000
6	Bidding	$16,000	-	$16,000
9	Mooresville High School Stream Survey	-	$2,500	$2,500
10	Stream Restoration and Stabilization Design	-	$56,700	$56,700
11	Environmental Permitting	-	$19,000	$19,000
	Additional Services	$10,000	-	$10,000
	TOTAL	**$117,650**	**$95,480**	**$213,130**

a. Client shall pay Consultant for Basic Services by an amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's charges, if any.
b. Consultant may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
c. The Standard Hourly Rates charged by Consultant constitute full and complete compensation for Consultant's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Consultant's Consultants' charges.
d. Consultant's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Consultant under the Agreement.
e. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Consultant that the total compensation amount thus estimated will be exceeded, Consultant shall give Client written notice thereof, allowing Client to consider its options, including suspension or termination of Consultant 's services for Client 's convenience. Upon notice, Client and Consultant promptly shall review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate Consultant 's services for Client 's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Consultant, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to

suspend Consultant 's services during the negotiations and Consultant exceeds the estimated amount before Client and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining services, then Consultant shall be paid for all services rendered hereunder.

G. Acceptance

This amendment is valid 60 days from the date it is transmitted to Owner. Receipt of an executed copy of this amendment will serve as Town of Mooresville's authorization to amend the Agreement to include the scope of services outlined herein.

OFFERED BY:

WITHERSRAVENEL



Signature

Joseph Turner, PE
Name

Director of Utilities, Charlotte
Title



Signature

Glynn Fleming, PE, CFM
Name

Practice Area Lead
Title

ACCEPTED BY:

TOWN OF MOORESVILLE

Signature

Name

Title

Town of Mooresville

Board of Commissioners

To:	Honorable Mayor and Board of Commissioners
From:	Public Utilities
Subject:	Consider a request from the Planning Department/Water Resources Department to adopt an Ordinance approving the Annexation Boundary Agreement between the Town of Mooresville and the Town of Troutman.
Type:	Public Hearing
Date:	August 4, 2025

SUMMARY:	The Annexation Boundary between the Town of Mooresville and the Town of Troutman has been revised as reflected in a new agreement.
STRATEGIC PRIORITY AREAS AND GOALS:	Strategic Priority Area: Future Ready Infrastructure for Thoughtful Growth Goal: Approach projects with an emphasis on interdisciplinary coordination
ACTION RECOMMENDED:	Make a motion to adopt an Ordinance approving the Annexation Boundary Agreement between the Town of Mooresville and the Town of Troutman.

ATTACHMENTS:

Ordinance_approving_annexation_agreement_-_2025.pdf

2025 Mooresville-Troutman Annexation Agreement 2025 AK Edits - STC edits - CLEAN copy.pdf

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT WITH THE TOWN OF TROUTMAN

WHEREAS, G.S. Chapter 160A, Article 4A, Part 6 authorizes cities and towns to enter into binding agreements concerning future annexation in order to enhance the orderly planning by such cities and towns and residents and property owners in areas adjacent to such cities and towns; and

WHEREAS, all of the requirements contained in G.S. Chapter 160A, Article 4A, Part 6 pertaining to adoption of this ordinance have been met; and

WHEREAS, the Town of Mooresville did publish a legal notice in the Mooresville Tribune on July 19, 2025 and July 26, 2025 setting forth that a public hearing would be held on August 4, 2025 at 6:00 p.m., in the Town Hall, 413 N. Main Street, Mooresville, North Carolina, for the purpose of adopting the agreement; and

WHEREAS, the Town of Mooresville held a public hearing on the Annexation Agreement on August 4, 2025 prior to adoption of this ordinance.

WHEREAS, the Town of Mooresville has determined that it is appropriate and desirable for the Town of Mooresville to enter into the Agreement.

NOW THEREFORE, Be it ordained by the Board of Commissioners of the Town of Mooresville, that:

Section 1. The proposed Annexation Agreement between the Town of Mooresville and the Town of Troutman is hereby approved and ratified and the Mayor is directed to execute the Agreement with the Mayor of the Town of Troutman as soon as practicable, with the Agreement to become effective as provided for in the Agreement.

Section 2. The approved Agreement is attached to this ordinance and is incorporated herein, and this ordinance and the executed Agreement shall be entered upon the minutes of this meeting.

Section 3. This ordinance is effective upon the date of its adoption.

Adopted this 4th day of August 2025.

_____
Christopher S. Carney, Mayor

Attest: _____
Jane Crosby, Town Clerk

Approved as to form: _____
Sharon T. Crawford
Town Attorney

ANNEXATION AGREEMENT

WHEREAS, the Town of Troutman and the Town of Mooresville, (collectively, the "Participating Municipalities") duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to the participating municipalities and also to improve planning by public and private interests in such areas; and

WHEREAS, Chapter 160A, Article 4A, Part 6, of the General Statutes of North Carolina (hereinafter referred to as the "Act") authorizes municipalities to enter into binding agreements concerning future annexation in order to enhance orderly planning by such municipalities as well as residents and property owners in areas adjacent to such municipalities; and

WHEREAS, on April 2, 2007, the towns of Mooresville and Troutman, along with the City of Statesville, North Carolina entered into an annexation agreement establishing certain boundaries upon which each municipality could annex properties within such boundaries; and

WHEREAS, on January 15, 2016, the Town of Mooresville gave notice pursuant to such annexation agreement that it had repealed the ordinances which adopted the original agreement and the two amendments to such agreement and consequently causing its annexation agreement with the Town of Mooresville and the City of States to expire January 15, 2021; and

WHEREAS, on October 4, 2018, the Town of Mooresville and Town Troutman agreed to reestablish an annexation boundary between the two municipalities and entered into an Annexation Agreement; and

WHEREAS, on October 12, 2023, the Town of Mooresville and Town of Troutman terminated the October 4, 2018, annexation agreement to establish a new annexation agreement adjusting the boundary line; and

WHEREAS, the Town of Mooresville and Town of Troutman desire to terminate the October 12, 2023, annexation agreement and establish a new agreement, and by adoption hereof, the parties hereby enter into a new agreement for the purpose of establishing a new boundary area upon which each municipality may annex property within such boundary.

NOW, THEREFORE, THE PARTICIPATING MUNICIPALITIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act, codified as G.S. Chapter 160A, Article 4A, Part 6.

2. This Agreement shall be in effect until December 31, 2038.

3. a) The Town of Mooresville may not annex the areas labeled "Troutman annexation area" as shown on the attached map marked as Exhibit A, which is part of this agreement.

b) The Town of Troutman may not annex the areas labeled "Mooresville annexation area" as shown on the attached map marked as Exhibit A, which is part of this agreement.

c) For purposes of greater clarity, the boundary line reflected on Exhibit A, which is incorporated herein by reference and made part of this Agreement, is more fully described as follows:

Beginning at a point at the intersection of the Iredell/Rowan County line in the center of Weathers Creek, thence westwardly approximately 4,090 ft with the center of Weathers Creek to the centerline of Shinnville Road, thence southwestwardly and south approximately 15,156 ft along the centerline of Shinnville Road to the southeast corner of DB 3100 PG 198, PIN: 4669138001, thence westwardly approximately 2,198 ft along the southern property line of PIN: 4669138001 to the southeast corner of DB 2300 PG 215, PIN: 4669134614, thence approximately 375 ft along the southern property line of PIN: 4669134614 and crossing Rocky Branch creek to the southwest corner of DB 2300 PG 215, PIN: 4669134614, thence running northwestwardly along the property line of DB 2300, PG 215 approximately 1,089 feet to the northeast corner of DB 3068, PG 1880, PIN 4669033469, thence approximately 228 feet west to the northwest corner of DB 3068, PG 1880, PIN 4669033469, thence running southeastwardly approximately 1,204 feet along the western boundary line of DB 3068 PG 1880 to the southeast corner of DB 3037 PG 42, PIN: 4659933545, thence approximately 2,362 ft with the southern and western property lines of PIN: 4659933545 to the centerline of the east end of Shepherd Valley Road, thence approximately 1,292 ft with the centerline of Shepherd Valley Road to the centerline of Shepherd Road, thence south approximately 2,210 ft with the centerline of Shepherd Road to the centerline of Charlotte Hwy (US Hwy 21), thence northwest approximately 4,709 ft with the centerline of Charlotte Hwy (US Hwy 21) to the centerline of Parkertown Road, thence westwardly approximately 8,360 ft with the centerline of Parkertown Road to the centerline of Rankin Hill Road, thence southwest approximately 1,586 ft with the centerline of Rankin Hill Road to the center of Interstate 77, thence north approximately 2,817 ft with the centerline of Interstate 77, thence N85°W approximately 3,168 ft along the southern property lines of DB 2503 PG 2379, PIN: 4649579117, DB 765 PG 491, PIN: 4649561027, DB 31 PG 160, PIN: 4649367465, and DB 3115 PG 70, PIN: 4649360716 to the centerline of Fern Hill Rd, thence S86°W approximately 1,266 ft along the northern property lines of DB 3080 PG 2453, PIN: 4649267061 and 4649255928, and DB 2633 PG 51, PIN: 4649251198 to a point in the eastern line of DB 1108 PG 1548, PIN: 4649153975, thence N17°E approximately 269 ft along the eastern property line of DB 1108 PG 1548 to the southeast corner of lot 19, PB 19 PG 95, thence westwardly approximately 546 ft with the southern property lines of lots 19-22,

PB 19 PG 95, thence north approximately 275 ft to the northwest corner of Lot 22, PB 19, PG 95, thence approximately 69 ft west to the northeast corner of Lot 23, PB 19, PG 95, thence south approximately 292 ft to the southeast corner of Lot 23, PB 19, PG 95, thence west approximately 101 ft to the eastern property line of lot 7, PB 18 PG 46, thence S5°W approximately 51 ft to the southeast corner of lot 7, PB 18 PG 46, thence westwardly approximately 818 ft with the southern property lines of lots 7-3, PB 18 PG 46 to the centerline of Perth Road at the centerline of Stumpy Creek. From this point of intersection, the boundary generally follows a southwestern direction of the property line boundaries running along Stumpy Creek, and continues to run from Stumpy Creek to Lake Norman, passing south of an island to the middle of Lake Norman at a point in the Iredell/Catawba County line, being approximately 21,900 ft (a point in the existing annexation agreement line).
The total length of the new line is approximately 73,507 ft.

4. The effective date of this Agreement shall be the date of adoption of the approving ordinance by the last participating municipality to do so.

5. At least sixty (60) days before the adoption of any annexation ordinance, the participating municipality which is proposing any annexation in the area(s) subject to this Agreement shall give written notice to the other participating municipality of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to: the area described in this Agreement, roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than 180 days.

6. Any party may waive in writing, in its sole and absolute discretion, the notice requirements set out herein and in the Act. Such waiver may only be made by the party's governing body. It is agreed that the Mayor of Troutman and the Mayor of Mooresville are respectively authorized to execute waivers of said requirements, only after such waiver has been approved by the governing board of their respective municipality. Any waiver shall only apply to the annexation described in said waiver.

7. All written notices required to be given under the terms of this Agreement shall be deemed given as of the date of mailing with such mailing being by certified mail, return receipt requested, or by depositing with a nationally recognized courier, delivery receipt requested, addressed to the Mayor of the municipality to whom such notice is directed, with a copy mailed to the Town Attorney. Any waivers allowed under the terms of this Agreement shall be sent to the attention of the Mayor of the municipality to whom such waiver is directed and shall be considered effective upon the date of receipt of the municipality to whom such waiver is directed.

8 This Agreement shall not be binding beyond three miles of the primary corporate limits of a participating municipality, unless approved by the Iredell County Board of Commissioners. Provided, however, that an area where this Agreement is not binding because of failure of the Board of County Commissioners to approve it, shall become subject to this Agreement if subsequent annexation brings it within three miles. The approval of the Iredell County Board of Commissioners shall be evidenced by a resolution adopted after a public hearing as provided in G.S. § 160A-58.24(c) and (e) and G.S. § 160A-31(c).

9. This Agreement may be terminated unilaterally by a participating municipality or a participating municipality may withdraw from this Agreement by repealing the ordinance by which it approved this Agreement and providing five years' written notice to the other participating municipality. Upon the expiration of the five-year period, this Agreement shall terminate.

10. From and after the effective date of this Agreement, neither the Town of Troutman nor the Town of Mooresville may adopt a voluntary or involuntary annexation ordinance as to all or any portion of an area in violation of this Agreement.

11. This Annexation Agreement does not impact or affect any annexation petitions now pending with either party. Each party is hereby authorized to proceed with such action, as it deems appropriate pertaining to such pending annexation petitions independent of the provisions of this Agreement. Except as recited above, from, and after the effective date of this Agreement, neither the Town of Troutman, nor the Town of Mooresville may adopt a voluntary or involuntary annexation ordinance as to all or any portion of an area in violation of this Agreement.

12. This Agreement may be modified or terminated by a subsequent agreement entered into by the participating municipalities. Any subsequent agreement shall be approved by ordinance after notice of public hearing is given as provided in G.S. 160A-31(c).

13. Nothing in this Agreement shall be construed to authorize the annexation of any area that is not otherwise subject to annexation under applicable law.

14. Any participating municipality that believe that a violation of this Agreement has occurred shall have available to it all remedies and relief authorized by the Act, in addition to such remedies or relief as authorized by other applicable law.

15. This writing contains the entire agreement between the participating municipalities.

[*Signature page follows*]

IN WITNESS WHEREOF, the Mayors of the participating municipalities execute this Agreement, in duplicate, to become effective as provided in paragraph 4 above.

This the ____ day of _____, 2025.

TOWN OF TROUTMAN

By:

_____
Teross Young, Mayor

[*Official Seal*]

ATTEST:

_____
Kim Davis, Town Clerk

APPROVED AS TO FORM:

_____
Jason Ralston, Town Attorney

TOWN OF MOORESVILLE

BY:

_____
Christopher S. Carney, Mayor

[*Official Seal*]

ATTEST:

_____
Jane Crosby, Town Clerk

APPROVED AS TO FORM:

_____
Sharon Crawford, Town Attorney

EXHIBIT A

Map labeled "Exhibit A – Mooresville Troutman Annexation Boundary" dated 7/17/2025

Exhibit A - Mooresville-Troutman Annexation Boundary

Mooresville Town Limits
Troutman Town Limits
2025 Annexation Boundary

0 0.25 0.5 Miles

Date Saved: 7/17/2025 2:48 PM

Troutman Annexation Area

Mooresville Annexation Area

Treasure Ln
Stumpy Creek
Bells Crossing Dr
Belfry Loop
Perth Hill Dr
Oswalt
Rocky Creek
OSWALT AMITY RD
HOUSTON RD
WEATHERS CREEK RD
SHINNVILLE RD
TRIPLETT RD
CHARLOTTE HWY
Shinnville
Norman
e Park
Bells Cross
Roads
SYLVIA TER RD
MORRISON FARM RD
FERN HILL RD
PERTH RD
I-77
115
SHEPHERD RD
Rocky Branch
South Fork Withrow Creek
Mazeppa
Shepherds
MAZEPPA RD
MT ULLA HWY
KENWAY LOOP
CORNELIUS RD
NORMANDY RD
Lake Norman
Airpark
BIG INDIAN LOOP
Doolie
Reed Creek
946 ft
913
905 ft
150

Agenda Item No. 8.b

Town of Mooresville

Board of Commissioners

To:	Honorable Mayor and Board of Commissioners
From:	Planning & Community Development
Subject:	Consider a request from the Planning & Community Development Department to adopt an Ordinance for Conditional Rezoning Request CZ-2025-12 for a 9.88-acre site located at Oates Road (Overhill Storage), PIN#4647787024.
Type:	Public Hearing
Date:	August 4, 2025

SUMMARY:	Boat Land Development, LLC is seeking rezoning from Community Commercial (CC) to Conditional Community Commercial (C-CC) for a 9.88-acre site located on Oates Road (PIN# 4647787024). The purpose of this request is to allow development of Mini-Warehousing and Flex Retail/Industrial.
STRATEGIC PRIORITY AREAS AND GOALS:	Strategic Priority Area: Individual and Community Economic Vitality Goal: Assist sustainable business growth by leveraging local strengths and identifying new market opportunities for expansion
ACTION RECOMMENDED:	Refer to Statement of Reasonableness.

ATTACHMENTS:

CZ-2025-12 TB Packet.pdf

Draft_Ordinanc_CZ-2025-12.pdf

Town of Mooresville

NORTH CAROLINA

AGENDA ITEM

Post Office Box 878

Mooresville, North Carolina 28115

Telephone 662-7040

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

To: Mooresville Town Board

From: James Coley, Planning Director

Date: August 4, 2025

Subject: **CZ-2025-12: Oates Road (Overhill Storage)**

Plan Consistency & Statement of Reasonableness

Please choose one of the options below or make your own statement of reasonableness and compliance.

☐ **Option 1 Approve the Request with Future Land Use Map Amendment**

I make a motion that the Town Board approve CZ-2025-12 because the proposal is consistent with the Town's OneMooresville Comprehensive Plan. Specifically, the proposal is compatible with the proposed Future Employment Center character area of the OneMooresville Comprehensive Plan and is adjacent to other light industrial uses to the north.

The proposal is reasonable and in the public interest because this proposal is located within Talbert Park, a well-established business park.

☐ **Option 2 Deny the Request:**

I make a motion that the Town Board deny CZ-2025-12 because it is inconsistent with the Town's OneMooresville Comprehensive Plan. Specifically, the proposal is incompatible with the proposed Future Employment Center character area of the OneMooresville Comprehensive Plan.

The proposal is unreasonable and not in the public interest because the proposed uses create very little employment opportunities.

_____ _____

Christopher S. Carney, Mayor James Coley, Planning Director

Date: _____ Date:_____

Town of Mooresville

Town Board Staff Report

From: James Coley, Planning Director

Date: August 4, 2025

Project: CZ-2025-12: Oates Road (Overhill Storage)

Request

Boat Land Development, LLC is seeking Conditional Community Commercial (C-CC) for a 9.88-acre site located off Oates Road (PIN# 4647787024). The property is currently zoned Community Commercial. The purpose of the request is to allow a mini-warehouse and small retail uses.

Project Description

The subject property lies within a business park that has a combination of Community Commercial zoning and conditionally zoned areas dating back to the early 2000s. The business park area lies between Oates Road and Overhill Drive known as Talbert Park. The park has many existing non-residential uses including but not limited to auto repair, RV/boat parking, recreation and warehousing.

The applicant is proposing a mini warehouse facility and flex warehouse units along the frontage. The development proposal includes a significant amount of open space due to a stream buffer and will utilize the high-density option for building in the WS-IV Protected Watershed area which limits the impervious coverage to 70 percent.

A transportation impact analysis (TIA) was not required for this site.

The applicant is proposing a series of conditions, including limiting the uses to Small Retail Sales and Services, Warehouse and Wholesale Operations (frontage units only) and Mini-Warehouse (interior units only). Other conditions included conforming to the mini-warehouse use regulations found in UDO 4.3.5.F.4.

In addition, the developer is proposing to extend Straightaway Drive, a new road extension along the east side of the property connecting Overhill Drive to Oates Road. The proposed 16-flex retail and/or warehousing would front Straightaway Drive.

The site is currently within the Town limits of Mooresville.

Neighborhood Meeting

The Neighborhood Meeting was held on June 4, 2025 at 4:00pm at 125 Infield Court, Mooresville, NC. All adjacent and nearby property owners were notified of the meeting. No members of the public attended the meeting and to date, neither the owner nor Town staff have had any inquiries about the development.

The proposed development is located within Talbert Business Park and the proposal meets the CC&Rs of Talbert Park, and will be similar to other storage facilities in the park, including Late Apex Storage Condos (149 Cayuga Drive).

Conditional Zoning Map Amendment (Rezoning) Standards & Site Analysis

Density	**Permitted Density by-right (CC)**	**Restricted Density per Conditional-Community Commercial (C-CC)**
Dwelling Units Per Acre	16 DUA	Not Allowed
Uses	**Permitted Density by-right (CC)**	**Restricted Density per Conditional-Community Commercial (C-CC)**
Institutional	Animal Shelter, Cemetery, Common Recreation Facility, Community Center, Cultural Facility, Daycare, Funeral Facility, Government Services Facility, Public Safety Facility, Religious Assembly, Boarding School, School (pre-K to 12), Hospice, Medical Treatment Facility, Nursing Home, Therapeutic Massage Facility, Park, Broadcasting Studio, Bus Stop, Parking Facility, Shoreline Structure, Solar Energy System, Telecommunication Facility, Co-Location, Utility, Minor	N/A
Commercial	Pet Grooming, Veterinary Hospital or Clinic, Conference, Training or Event Center, Data Center, Office, Brewery, Distillery, or Winery, Catering, Food Truck Court, Restaurant/Bar, Hotel or Motel, Country Club, Equestrian Center, Event Venue, Indoor Recreation and Entertainment Not Listed, Indoor Shooting Range, Nightclub, Outdoor Recreation and Entertainment Not Listed, Alternative Lending Establishment, Bank or Financial Institution, Farmers Market, Open-Air Agricultural Markets, Retail Sales and Services Small, Medium, Large, Tattoo or	Small Retail Sales and Services, Warehouse and Wholesale Operations (units 1-16 only) and Mini-Warehouse (units 17-70 only), and any accessory and/or temporary uses otherwise permitted in the CC district, respectively.

	Body Piercing Establishment, Gas Station, Boat or RV Sales and Service, Boat or RV Storage Yard, Commercial Vehicle Sales and Rental, Commercial Vehicle Repair and Maintenance, Marina, Personal Vehicle Sales and Rental, Personal Vehicle Repair and Maintenance, Vehicle Storage	
Industrial	Artisanal Production, Contractor Office, Heavy Equipment Sales, Rental or Repair, Research and Development Facility, Warehouse and Wholesale Operations	N/A

Decision Standards

Section 2.5.2.D of the Unified Development Ordinance (UDO) describes specific items to be considered when making amendments to the official zoning map and include the following:

Decision Standards	Consistent	Inconsistent
1. Consistent with OneMooresville/ relevant adopted plans	• Located in Tier 1 • Site designated as "Employment Center" on Future Character and Land Use Map • Compatible to commercial and industrial uses • Site is located in an established business park	• The proposed use does not create many employment opportunities
2. Compatible with existing and proposed uses	Yes; Site is adjoined by compatible commercial and industrial uses	
3. Expansion of an existing zoning district/logical transition	Yes; The site and surrounding parcels are currently zoned for non-residential uses	
4. Logical and orderly development pattern	Yes; Site is consistent with commercial zoning in the surrounding area	
5. Reasonably served by public infrastructure	Yes; Site is already served by the Town	

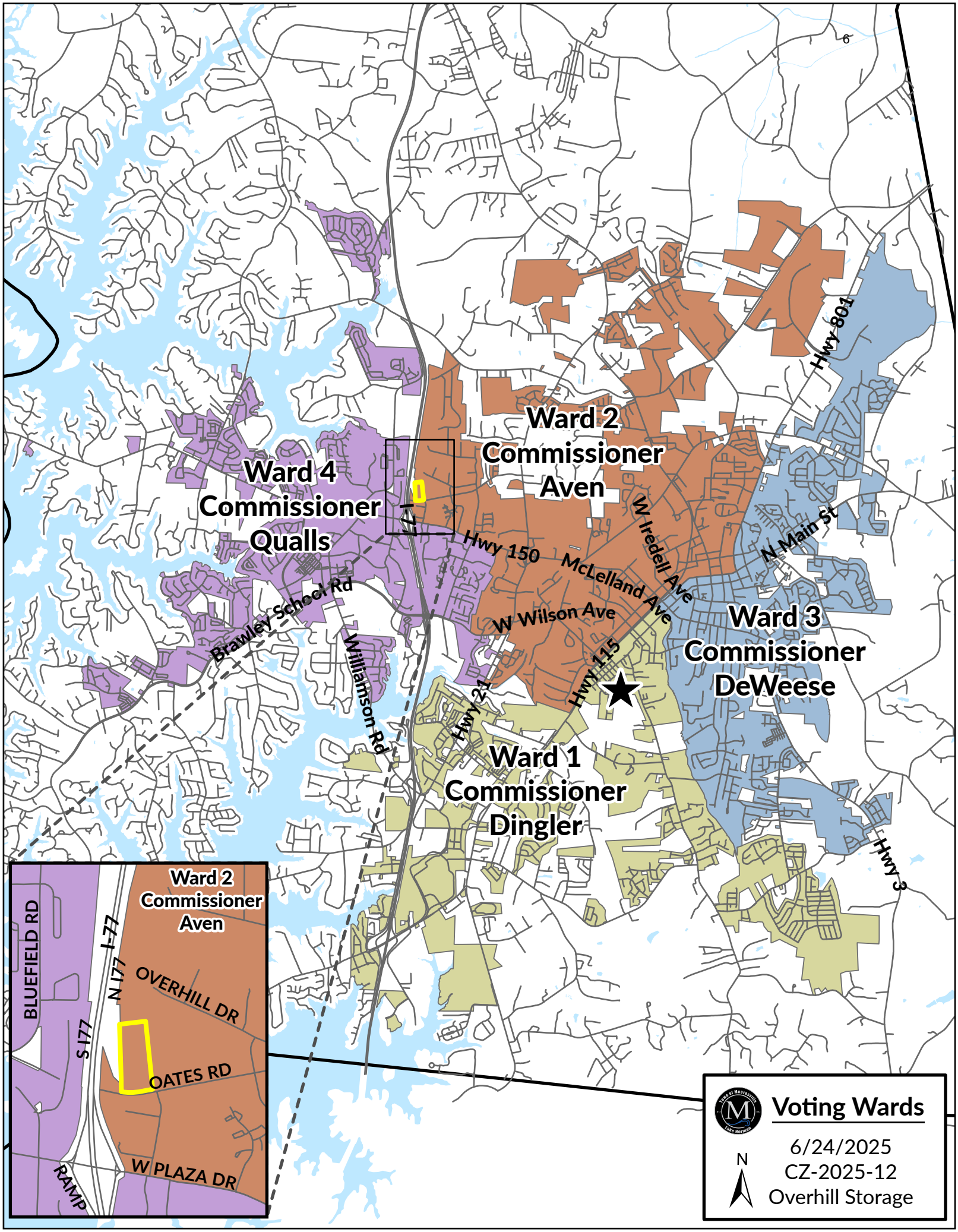
Strategic Plan Goal	Individual and Community Economic Vitality
Strategic Priority Area	Assist sustainable business growth by leveraging local strengths and identifying new market opportunities for expansion.

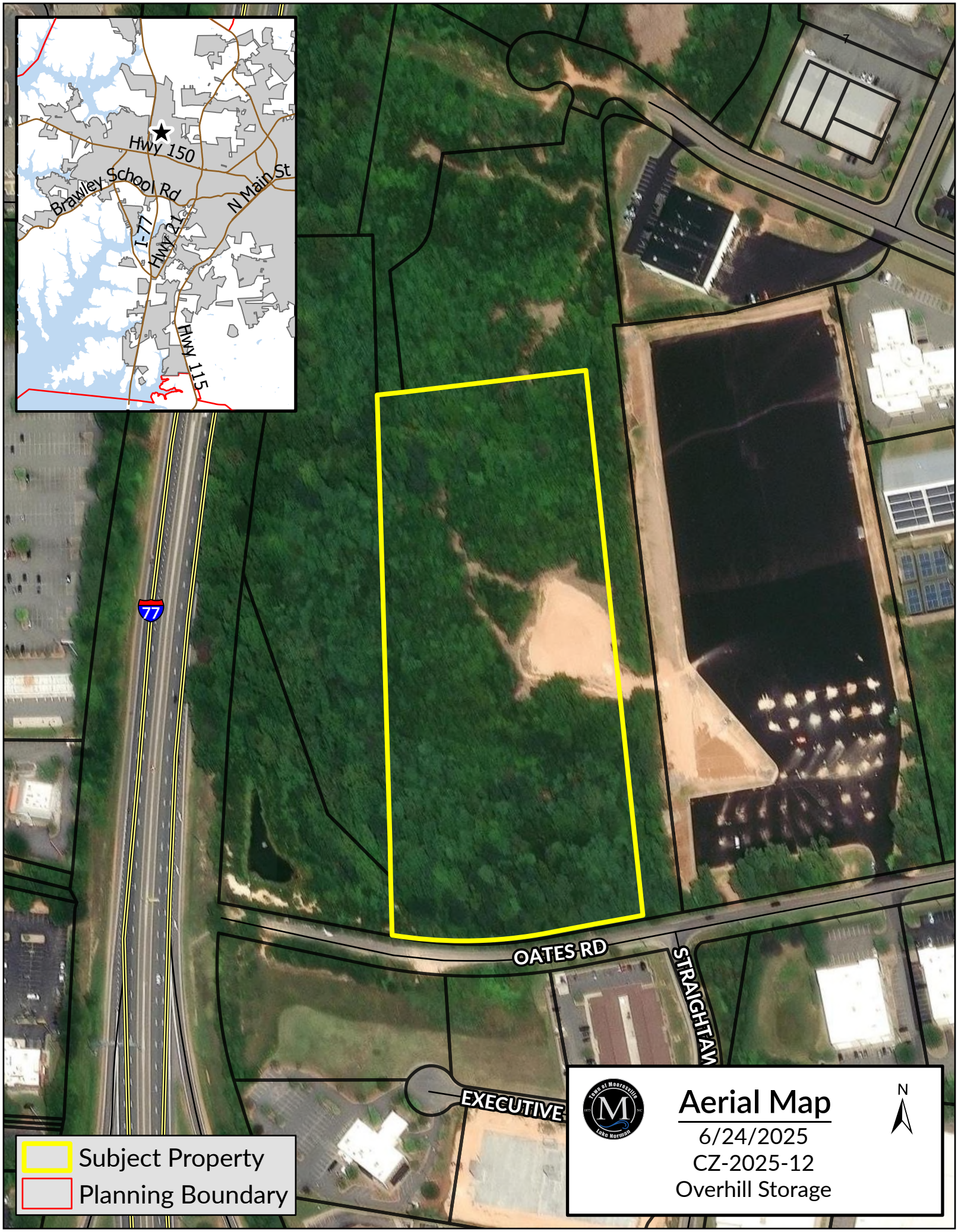
Board Options & Consistency Statement

Please choose one of the options listed in the Statement of Reasonableness document (attached to the front of this agenda item) or you may provide your own reasonableness and consistency statement.

Attachments

1. Voting District Map
2. Aerial Map
3. Site Photos
4. Future Character & Land Use Map
5. Current Zoning Map
6. Rezoning Application
7. Concept Plan
8. Draft Ordinance

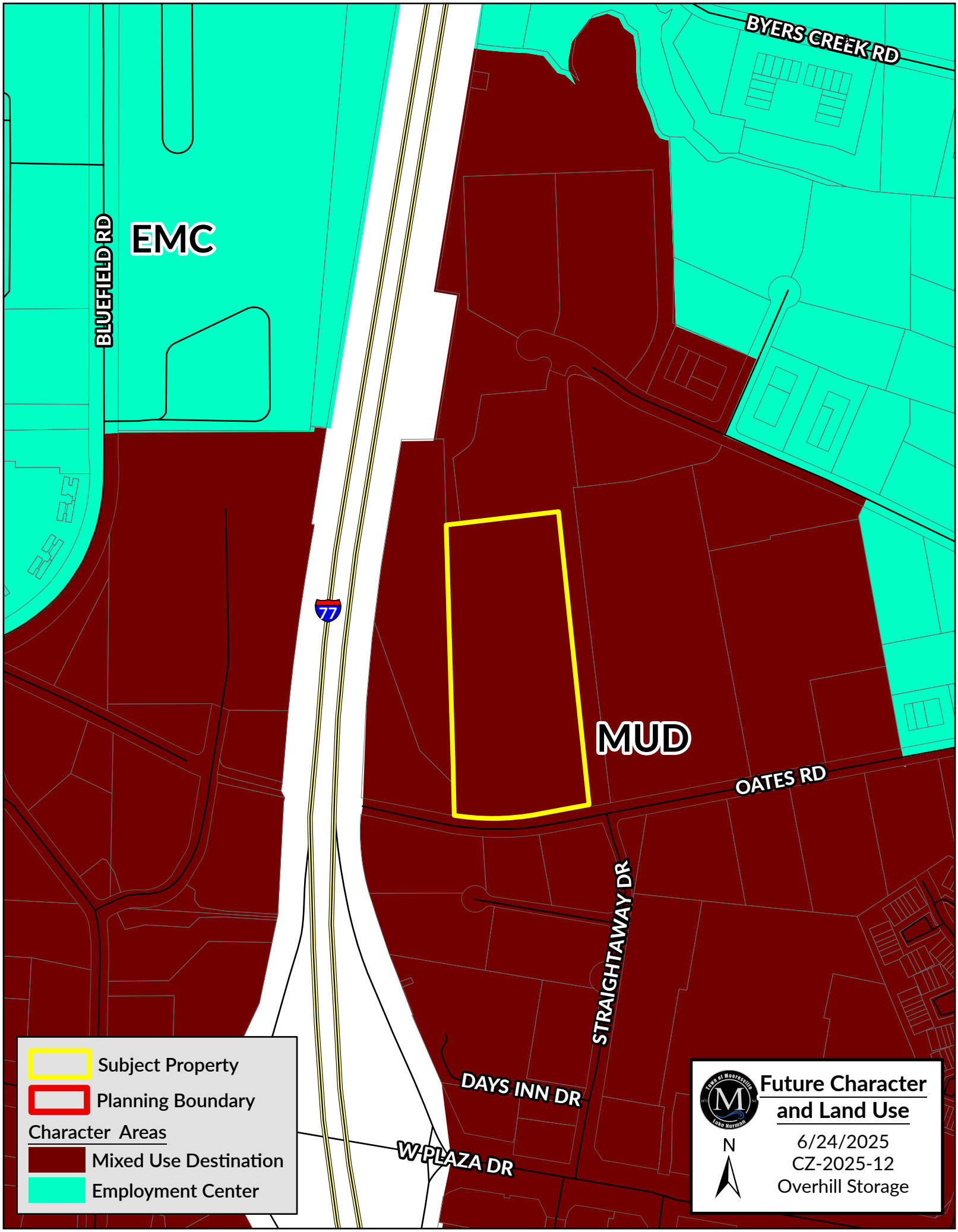

Ward 4
Commissioner
Qualls
Ward 2
Commissioner
Aven
Ward 3
Commissioner
DeWeese
Ward 1
Commissioner
Dingler
I-77
Hwy 150
McLelland Ave
W Iredell Ave
W Wilson Ave
Hwy 115
Hwy 21
Brawley School Rd
Williamson Rd
N Main St
Hwy 801
Hwy 3
BLUEFIELD RD
I-77 N
I-77 S
OVERHILL DR
OATES RD
W PLAZA DR
RAMP
Voting Wards
6/24/2025
CZ-2025-12
Overhill Storage
N

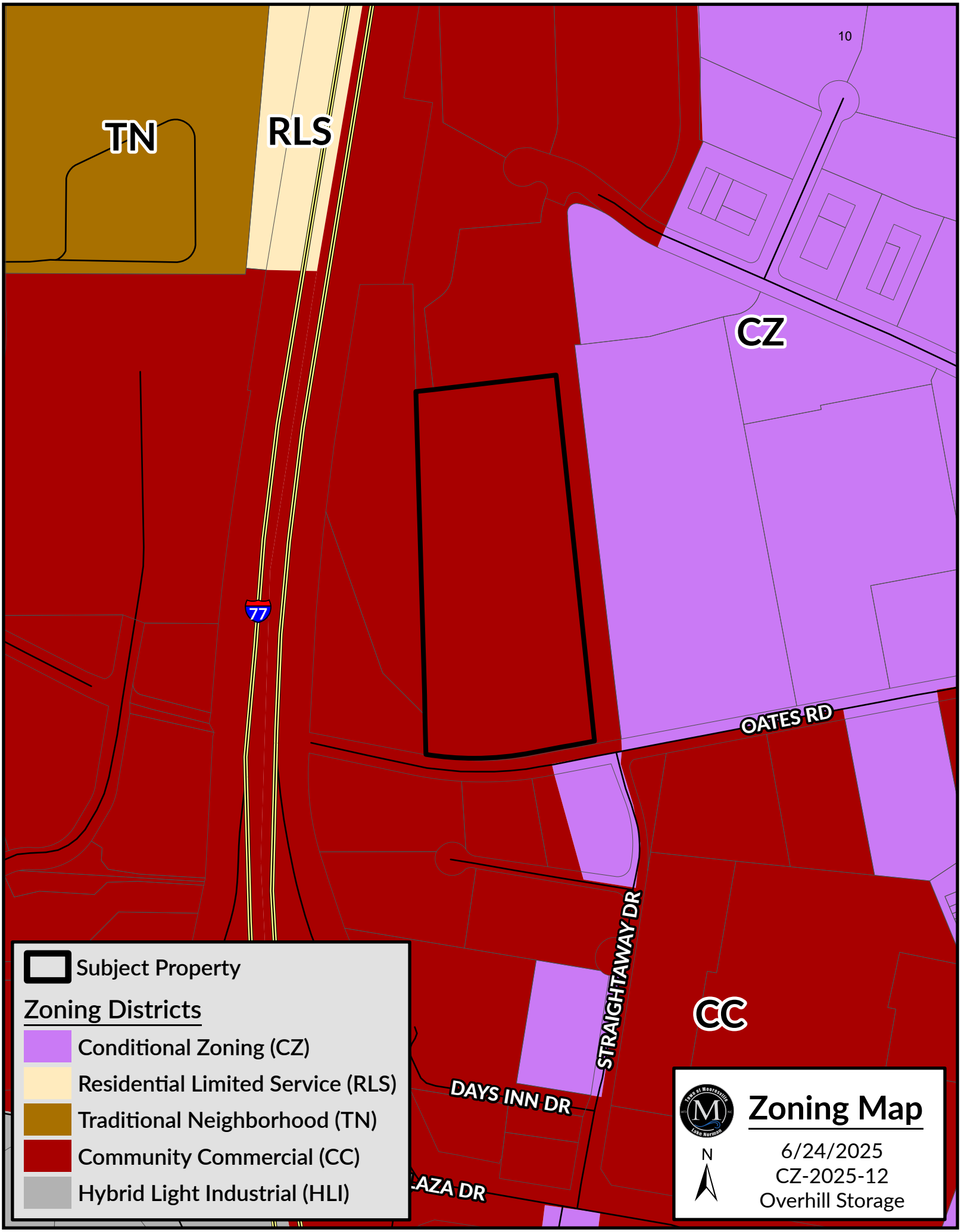

Hwy 150
Brawley School Rd
N Main St
I-77
Hwy 21
Hwy 115
77
OATES RD
STRAIGHTAW
EXECUTIVE
Subject Property
Planning Boundary
Aerial Map
6/24/2025
CZ-2025-12
Overhill Storage
N



CZ-2025-12 Overhill Storage

Site Photo Taken Along Oates Road


BYERS CREEK RD
BLUEFIELD RD
EMC
77
MUD
OATES RD
STRAIGHTAWAY DR
DAYS INN DR
W PLAZA DR
Subject Property
Planning Boundary
Character Areas
Mixed Use Destination
Employment Center
Future Character and Land Use
6/24/2025
CZ-2025-12
Overhill Storage
N


TN
RLS
CZ
CC
77
OATES RD
STRAIGHTAWAY DR
DAYS INN DR
AZA DR
10
Subject Property
Zoning Districts
Conditional Zoning (CZ)
Residential Limited Service (RLS)
Traditional Neighborhood (TN)
Community Commercial (CC)
Hybrid Light Industrial (HLI)
Zoning Map
N
6/24/2025
CZ-2025-12
Overhill Storage

Planning and Community Development
740 W Iredell Ave
Mooresville, North Carolina 28115
Phone: 704-662-7040

May 29, 2025

Project Overview #1719159

Project Title: Overhill Drive Storage Conditional Zoning
Application Type: Rezoning
Workflow: Rezoning - Planning Board
Jurisdiction: Town of Mooresville
State: NC
County: Iredell

Project Contacts

Contact Info: Applicant
Billy Boat
Boat Land Development, LLC
125 Infield Ct
Mooresville, NC 28117
P:6029209801

Contact Info: Owner
Billy Boat
Boat Land Development, LLC
125 Infield Ct
Mooresville, NC 28117
P:6029209801

Contact Info: Developer
Billy Boat
Boat Land Development, LLC
125 Infield Ct
Mooresville, NC 28117
P:6029209801

Please indicate which of the following contacts should be included in this project.: Developer

Jurisdiction : Building Inspections
- 4647787024.000: Mooresville

Site Information

Project Address or Parcel: 4647787024.000

Project Description

Project Description:
We are requesting conditional zoning approval for a single level garage storage facility. The facility will consist of 70 units of approximately 1200 sq ft each, with 16 of the units designed as flex/industrial along the frontage of Straightaway Drive. Each unit will have a single external garage roll up door, designed for indoor storage of motorhomes, boats, cars, or other general storage.

Project Data: Rezoning

Type of Rezoning: Conditional Zoning District
Total Acreage: 10
Proposed Use: Indoor garage storage
Proposed Zoning District: Hybrid Light Industrial
Is the site inside the Town Limits (select one): Yes. The site is inside the Town Limits of Mooresville.
Proposed Density: 1

GIS-Verified Data

Zoning District: Town Zoning
- 4647787024.000: CC

Zoning Overlay:

Small Area Plan:

Stream Buffer: Streams 100ft Buffer
- 4647787024.000: Stream/River: Hydrographic Category = Intermittent

Greenway Buffer: Greenways One Mooresville 1320ft Buffer
- 4647787024.000: 1

FCLU Designation: FCLU
- 4647787024.000: MUD

Nodes:

Tiers: Tiers Combined
- 4647787024.000: Tier 1

ETJ/Town Limits: Town Limits
- 4647787024.000: Mooresville

Historic Preservation:

Subdivision Name: Subdivisions
- 4647787024.000: LAKEFIELD RETAIL BUSINESS PARK

Subdivision Phase:

Flood Zone:

Watershed: Watershed
- 4647787024.000: WS-IV-Protected Area

Waterbody Buffer:

Strategic Corridor:

Ward: Election Wards
- 4647787024.000: 2

School District:

PIN: Parcel
- 4647787024.000: 4647787024.000

Owner: Parcel
- 4647787024.000: BOAT LAND DEVELOPMENT LLC

Acknowledgments

Application is hereby made for authorization to perform work as described in this application along with accompanying drawings. The information on this application is complete and accurate, and I am authorized to submit this application. I understand that all work must be according to approved plan and in compliance with all applicable codes and regulations. I authorize the subject property to be posted, inspected, and grant permission to the Town of Mooresville to collect relevant property data and imagery with the use of drone technology. The Town of Mooresville assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.

By typing my full name in the space provided, I am confirming my consent and understanding of the above written text, as well as my authorization to submit this application on behalf of the property owner.

Please Enter Your Full Name: William Boat



CZ-2025-12 Overhill Dr. Storage Proposed Concept Plan

Ordinance # 2025-__

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF THE AFTER DESCRIBED PROPERTY FROM COMMUNITY COMMERCIAL (CC) TO CONDITIONAL COMMUNITY COMMERCIAL (C-CC)

CASE CZ-2025-12

***WHEREAS*,** the Town of Mooresville did publish a legal notice in the *Mooresville Tribune* on July 19, 2025, and July 26, 2025, sent letters to all adjacent property owners on July 16, 2025, and placed notice on the property on July 18, 2025 setting forth that a public hearing for rezoning request **CZ-2025-12: Overhill Storage** to be held on August 4, 2025, at 6:00 p.m., in the Mooresville Town Hall, 413 N Main St, Mooresville, North Carolina, 28115 for the purpose of rezoning the after-described property.

***WHEREAS*,** a public hearing was held regarding the proposed zoning classification pursuant to §160D-601.

NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF MOORESVILLE:

Section 1. That the zoning classification is hereby amended to the Conditional Community Commercial (C-CC) zoning district for the property as described below:

Approximately 9.8 acres of land located between Overhill Drive and Oates Road, belonging to Boat Land Development, LLC.

Section 2. That the zoning amendment from Town of Mooresville Community Commercial (CC) to Town of Mooresville Conditional Community Commercial (C-CC) for the above-described property is hereby authorized subject to the following conditions:

1. Site development shall conform to the approved Concept Plan. Any modifications post-approval shall be consistent with UDO 2.5.4.C.8.b, "Minor Modifications."
2. Allowed uses on the site shall be restricted to Small Retail Sales and Services, Warehouse and Wholesale Operations (units 1-16 only) and Mini-Warehouse (units 17-70 only), and any accessory and/or temporary uses otherwise permitted in the CC district, respectively.
3. Prior to the Town's acceptance of streets and multi-use paths, the developer or HOA shall be responsible for maintenance of the same.
4. Prior to Town acceptance of streets, developer shall be responsible for maintenance of street trees. Following Town acceptance of streets, the Property Owner's Association (POA) shall maintain all street trees located in the public right of way to Town of Mooresville standards.
5. The only uses allowed on-site shall be the rental of storage bays and the pickup and deposit of goods

DRAFT

or property in dead storage, and limited incidental sales of storage materials (e.g., boxes, tape). Storage bays shall not be used to manufacture, fabricate, or process goods, to service or repair vehicles, small engines or electrical equipment, or conduct similar repair activities, to conduct garage sales or retail sales of any kind, to conduct any other commercial or industrial activities, or have residential uses on the site. Living quarters for a resident manager may be included on the site as an accessory use if they are integrated into the design of a principal building and are not part of a rental unit.

6. Principal site access shall not be through a residential neighborhood or multi-family development.
7. Except as otherwise authorized in this section, all property stored on the site shall be enclosed entirely within enclosed buildings.
8. There shall be no storage of toxic, hazardous, flammable, explosive or noxious materials.
9. Individual storage bays or private postal boxes within a self-service storage facility shall not be considered for the purpose of assigning a legal address.
10. Open storage of recreational vehicles, travel trailers, and boats is permitted in conjunction with the rental of storage bays. Such storage shall not be visible from ground level on adjoining properties or right-of-way and shall be confined to a designated and clearly delineated storage area that is located to the rear of the principal structure and screened with a solid fence or masonry wall at least eight feet high. Open storage shall not be more than 40 percent of the property area.
11. Interior circulation shall be provided in the form of aisleways adjacent to the storage bays. These aisleways shall be used both for circulation and temporary customer parking while using storage bays. The minimum width of these aisleways shall be 20 feet if only one-way traffic is permitted, and 24 feet if two-way traffic is permitted.
12. The one- or two-way traffic flow patterns in aisleways shall be clearly marked. Marking shall consist, at a minimum, of standard directional signage and painted lane markings with arrows.
13. All aisleways shall be paved with asphalt, concrete, or comparable paving materials.
14. The maximum building height is 20 feet.
15. Doors to individual storage units shall not face any abutting street frontage, or, if the site is located on a corner parcel, shall not face the primary street frontage.
16. A fence having a height of between six and eight feet shall be provided around the perimeter of the site. The fence shall comply with the fence and wall standards in Chapter 5: Development Standards.

Section 3. All requirements of the Town's Ordinances shall be met. These requirements are perpetually binding, unless another rezoning request is brought to the Town and approved by the Town Board.

Adopted this _____ day of _____, 2025.

_____
Christopher S. Carney, Mayor

Attest: _____
Jane Crosby, Town Clerk

Approved as to form: _____
Sharon Crawford, Town Attorney

DRAFT

Town of Mooresville

Board of Commissioners

To:	Honorable Mayor and Board of Commissioners
From:	Planning & Community Development
Subject:	Consider a request from the Planning and Community Development Department to adopt an Ordinance for Rezoning Request RZ-2025-03 for a 4.07-acre site located at Connector Road, PIN# 4658830798.
Type:	Public Hearing
Date:	August 4, 2025

SUMMARY:	Carolyn L. Ketchie is seeking rezoning from Residential Limited Services (RLS) to Hybrid Light Industrial (HLI) for a 4.07-acre site located on Connector Road (PIN# 4658830798). The purpose of this request is by right rezoning requested for future light industrial uses.
STRATEGIC PRIORITY AREAS AND GOALS:	Strategic Priority Area: Individual and Community Economic Vitality Goal: Assist sustainable business growth by leveraging local strengths and identifying new market opportunities for expansion
ACTION RECOMMENDED:	Refer to statement of reasonableness.

ATTACHMENTS:

RZ-2025-03 TB Packet.pdf

Draft_Ordinance_RZ-2025-03__4_.pdf

Town of Mooresville
NORTH CAROLINA

AGENDA ITEM

Post Office Box 878
Mooresville, North Carolina 28115
Telephone 662-7040

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

To: Mooresville Town Board

From: James Coley, Planning Director

Date: August 4, 2025

Subject: **RZ-2025-03: Connector Road**

Plan Consistency & Statement of Reasonableness

Please choose one of the options below or make your own statement of reasonableness and compliance.

☐ **Option 1 Approve the Request with Future Land Use Map Amendment**

I make a motion that the Town Board approve RZ-2025-03 because the proposal is consistent with the Town's OneMooresville Comprehensive Plan. Specifically, the proposal is compatible with the proposed Future Employment Center character area of the OneMooresville Comprehensive Plan and is adjacent to other light industrial uses to the north.

The proposal is reasonable and in the public interest because this road extension will facilitate economic development and freight movement from future Exit 38 to the business parks along Mazeppa Road.

☐ **Option 2 Deny the Request:**

I make a motion to recommend that the Town Board deny RZ-2025-03 because it is inconsistent with the Town's OneMooresville Comprehensive Plan. Specifically, the proposal does not allow for existing service assets to be used to their full potential as sewer is not currently on this property.

The proposal is unreasonable and not in the public interest because access to Town services would disrupt existing services through an existing residential subdivision.

_____ _____

Christopher S. Carney, Mayor James Coley, Planning Director

Date: _____ Date: _____

Town of Mooresville

Town Board Staff Report

From: James Coley, Planning Director

Date: August 4, 2025

Project: RZ-2025-03: Connector Road

Request

Carolyn Ketchie is seeking to rezone a recently subdivided 4.07-acre tract located off Connector Road from Residential Limited Service (RLS) to Hybrid Light Industrial (HLI) (PIN# 4658830798). The purpose of the request is to allow by-right industrial development.

Project Description

The request is to rezone a newly created parcel (Lot 1) off Connector Road from Residential Limited Service (RLS) to the base zoning district of Hybrid Light Industrial (HLI) to allow for by right industrial development. Therefore, all uses in the district should be considered and no conditions may be added. An annexation and utility extension request has been submitted concurrently with this application.

The adjoining zoning districts include Residential Limited Service (RLS) and Hybrid Light Industrial (HLI). There are residential uses to the south and NGK is located across Statesville Highway. The property was recently subdivided to accommodate the Town's right-of-way needs for the Mazeppa Road fly-over. The corridor has long been planned to support and encourage industrial development from future Exit 38 to the business parks along Mazeppa Road.

At the time of the rezoning application submittal, the entire property of 13.988-acres was included in the original proposal by the applicant. However, this property has since been subdivided. The new plat and the new proposed acreage of the subject site is 4.07-acres.

The majority of the subject property lies within a regulated Watershed of WS-IV-Protected Area of Lake Norman. If annexed, the site would be in Voting Ward 2. The subject property is located within Tier 1 of the Tiered Growth Map. The Future Character and Land Use Map indicates this site is designated as "Employment Center".

Conditional Zoning Map Amendment (Rezoning) Standards & Site Analysis

Uses	Permitted Uses By-Right (RLS)	Permitted Uses By-Right (HLI)
Agricultural	Plant Nursery	Enclosed Environment Agriculture, Plant Nursery
Residential	Family Care Home, Duplex, Manufactured Home, Single-Family Detached Dwelling	None
Institutional	Cemetery, Common Recreational Facility, Government Services Facility, Public Safety Facility, School (pre-K to 12), Community Garden, Golf Course (Public), Park, Bus Stop, Shoreline Structure, Telecommunication Facility (Colocation), Utility (Minor)	Animal Shelter, Community Center, Cultural Facility, Daycare Funeral Facility, Government Services Facility, Public Safety Facility, Religious Assembly, Medical Treatment Facility, Therapeutic Massage Facility, Park, Broadcasting Studio, Bus Stop, Parking Facility, Solar Energy System, Telecommunication Facility (Colocation), Telecommunication Facility (Freestanding), Utility (Minor)
Commercial	Bed and Breakfast Inn, Country Club, Equestrian Center	Pet Grooming, Veterinarian Hospital or Clinic, Conference, Training, or Event Center, Data Center, Office, Brewery, Distillery, or Winery, Catering, Food Truck Court, Restaurant/Bar, Hotel or Motel, Indoor Recreation and Entertainment Not Listed, Indoor Shooting Range, Outdoor Recreation and Entertainment Not Listed, Bank or Financial Institution, Manufactured Homes Sales, Retail Sales and Services (small, medium, & large), Gas Station, Boat or RV Sales and Service, Boat or RV Storage Yard, Commercial Vehicle Repair and Maintenance, Commercial Vehicle Sales and Rental, Personal Vehicle Repair and Maintenance, Vehicle Storage

Industrial	Accessory and Temporary Uses	Artisanal Product, Manufacturing General, Contractors Office, Fuel Oil/Bottled Gas Distribution, Heavy Equipment sales and Services, Research and Development Facility, Truck or Freight Terminal, Warehouse and Wholesale Operations, Recycling Collection Station.

Decision Standards

Section 2.5.2.D of the Unified Development Ordinance (UDO) describes specific items to be considered when making amendments to the official zoning map. Additionally, the Town's Strategic Plan provides additional guidance.

Decision Standards	Consistent	Inconsistent
1. Consistent with OneMooresville/ relevant adopted plans	Yes; The property shown in Tier 1 of the Growth Map and the Future Character Use and Land Map designates the site as "Employment Center"	
2. Compatible with existing and proposed uses	Yes; Site is adjoined by compatible industrial uses to the north and west	No; The property abuts residential uses on the south and east
3. Expansion of an existing zoning district/logical transition	Yes; The corridor has long been planned to support industrial development The rezoning will expand Hybrid Light Industrial along this corridor and directly adjacent to the site	
4. Logical and orderly development pattern	Yes; Restrictions in place have limited residential development along the corridor, making industrial requests logical and orderly Additionally, the site was subdivided to accommodate the Town's right-of-way needs for the Mazeppa Road fly-over	

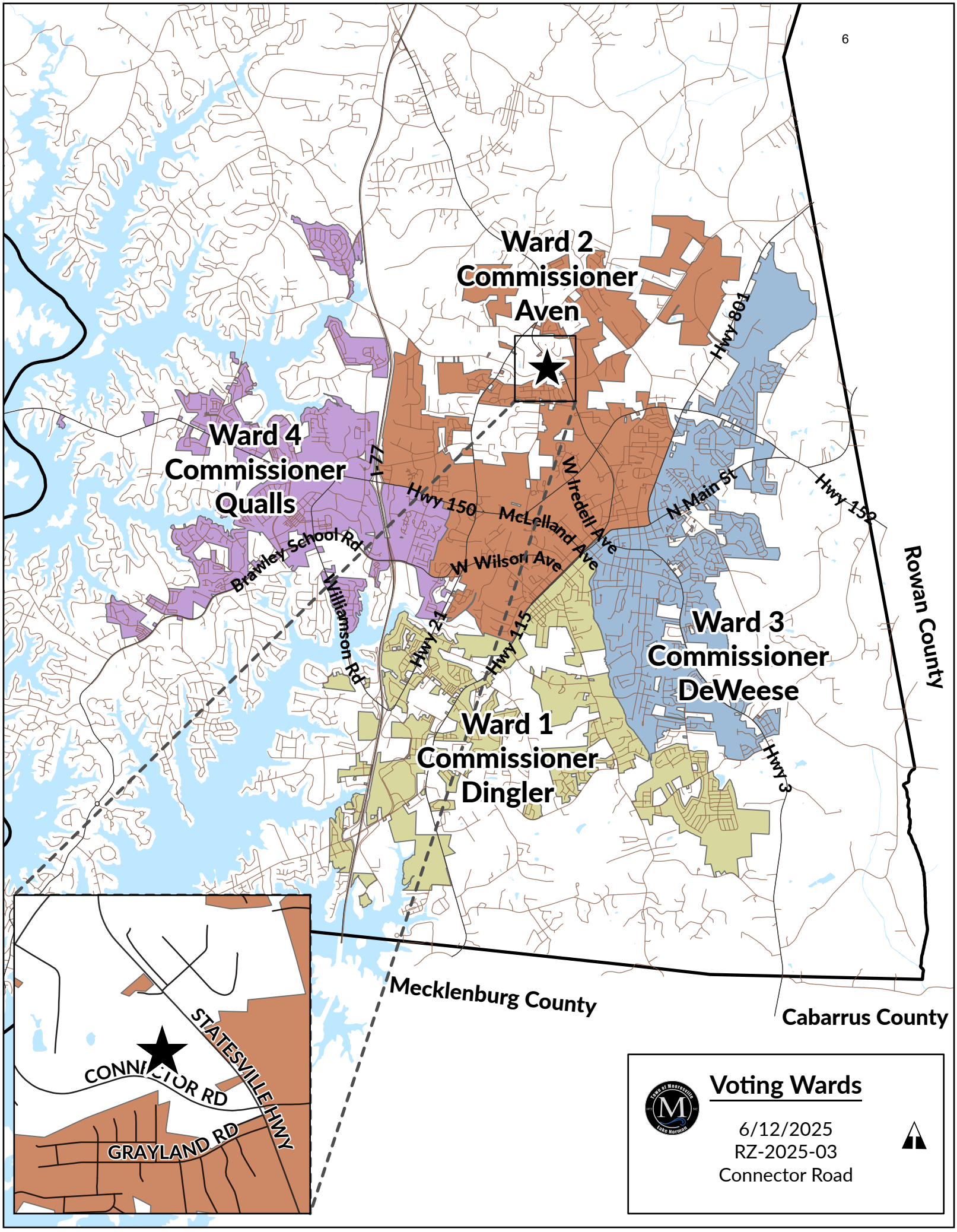
5. Reasonably served by public infrastructure	Yes; Water is available along Connector Road and Statesville Highway Most other Town services serve the area	No; Sewer is not readily available Connection to sewer would be at the owner's expense
Strategic Priority Area	Future Ready Infrastructure for Thoughtful Growth	
Strategic Priority Goal	Implement adopted infrastructure plans	

Board Options & Consistency Statement

Please choose one of the options listed in the Statement of Reasonableness document (attached to the front of this agenda item) or you may provide your own reasonableness and consistency statement.

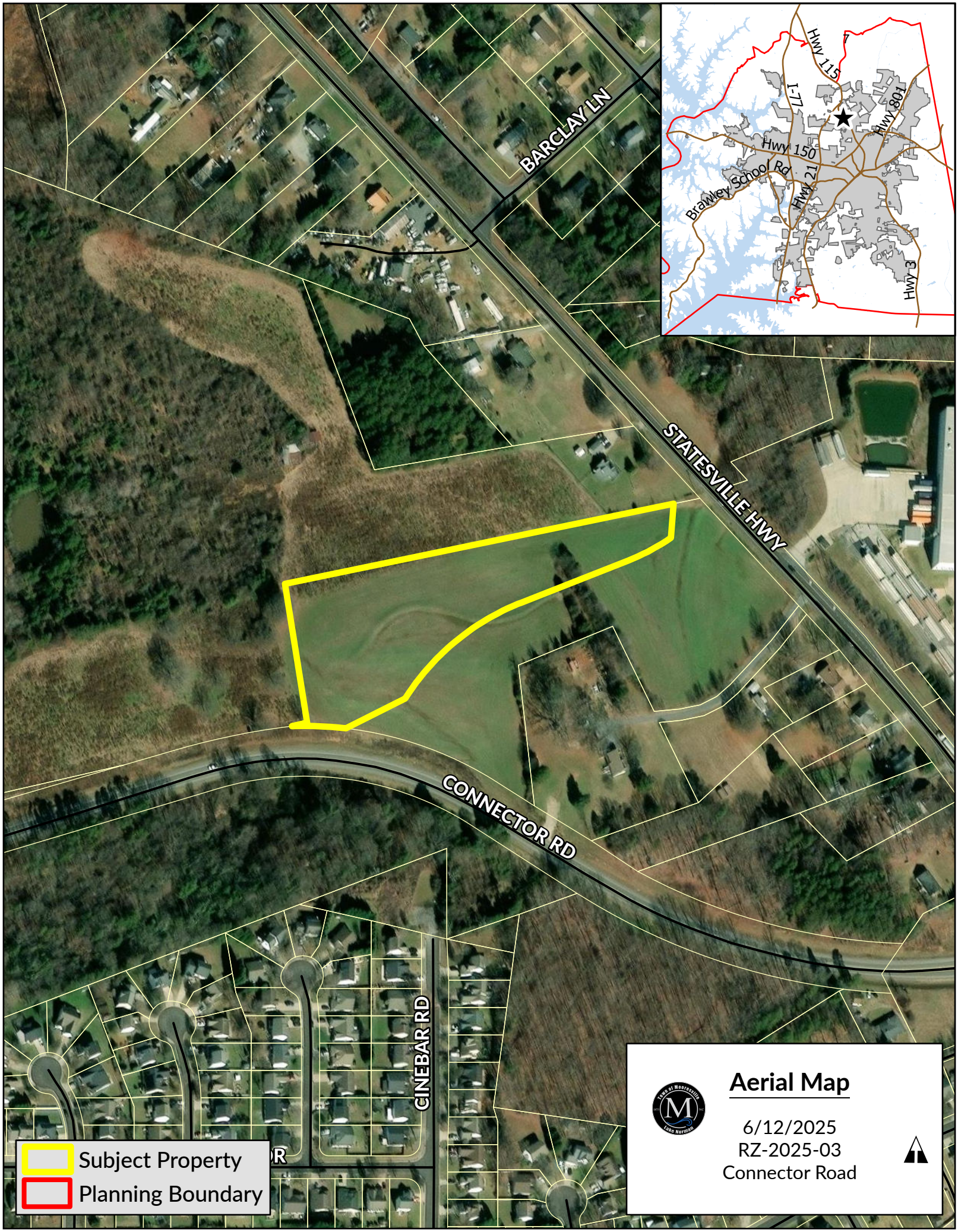
Attachments

1. Voting District Map
2. Aerial Map
3. Site Photo
4. Future Character & Land Use Map
5. Current Zoning Map
6. Fire Map
7. Limits
8. Tiered Growth
9. Rezoning Application
10. Re-platted survey
11. Draft Ordinance



Voting Wards

6/12/2025
RZ-2025-03
Connector Road

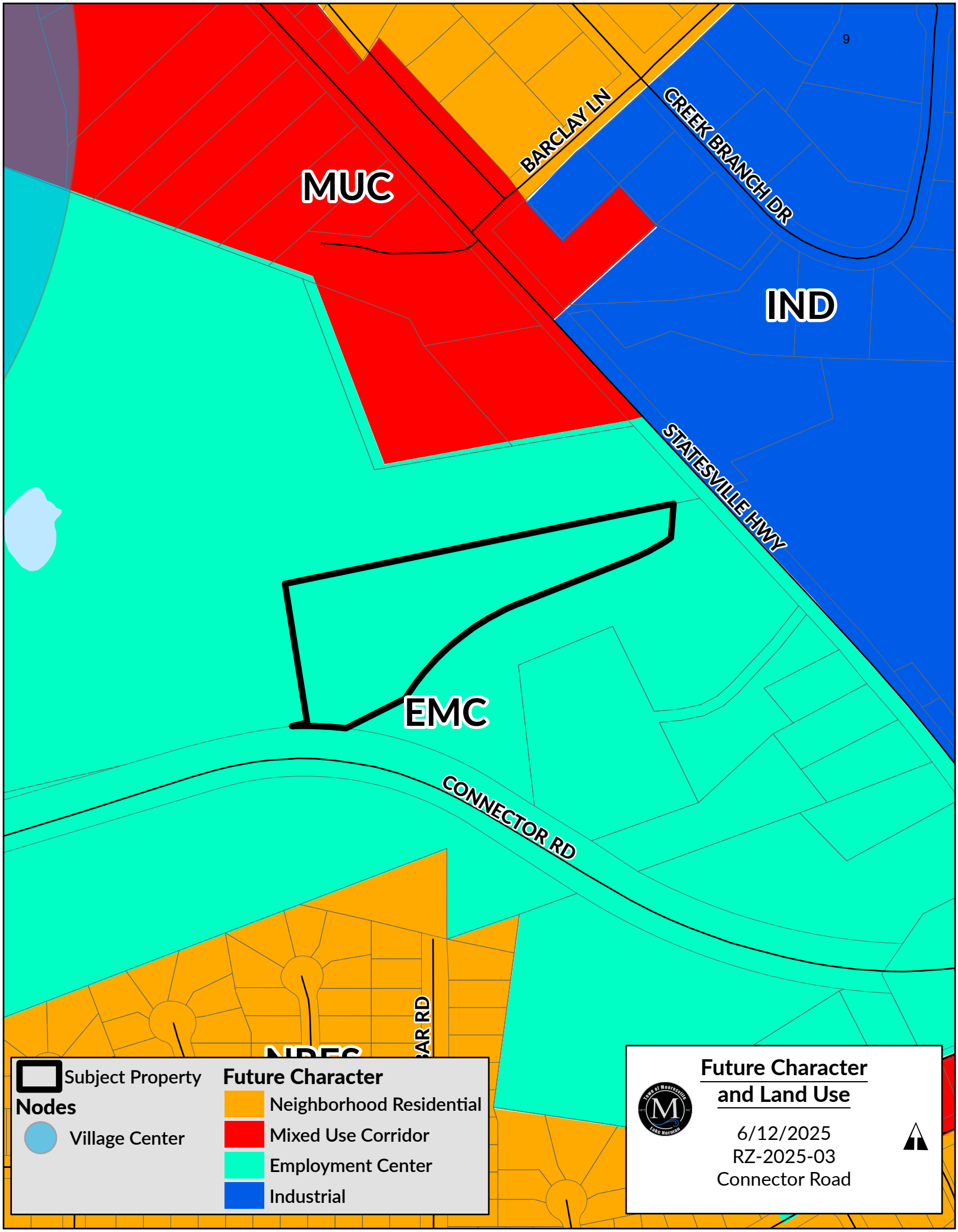

BARCLAY LN
STATESVILLE HWY
CONNECTOR RD
CINEBAR RD
Hwy 115
I-77
Hwy 801
Hwy 150
Brawley School Rd
Hwy 21
Hwy 3
Subject Property
Planning Boundary
Aerial Map
6/12/2025
RZ-2025-03
Connector Road

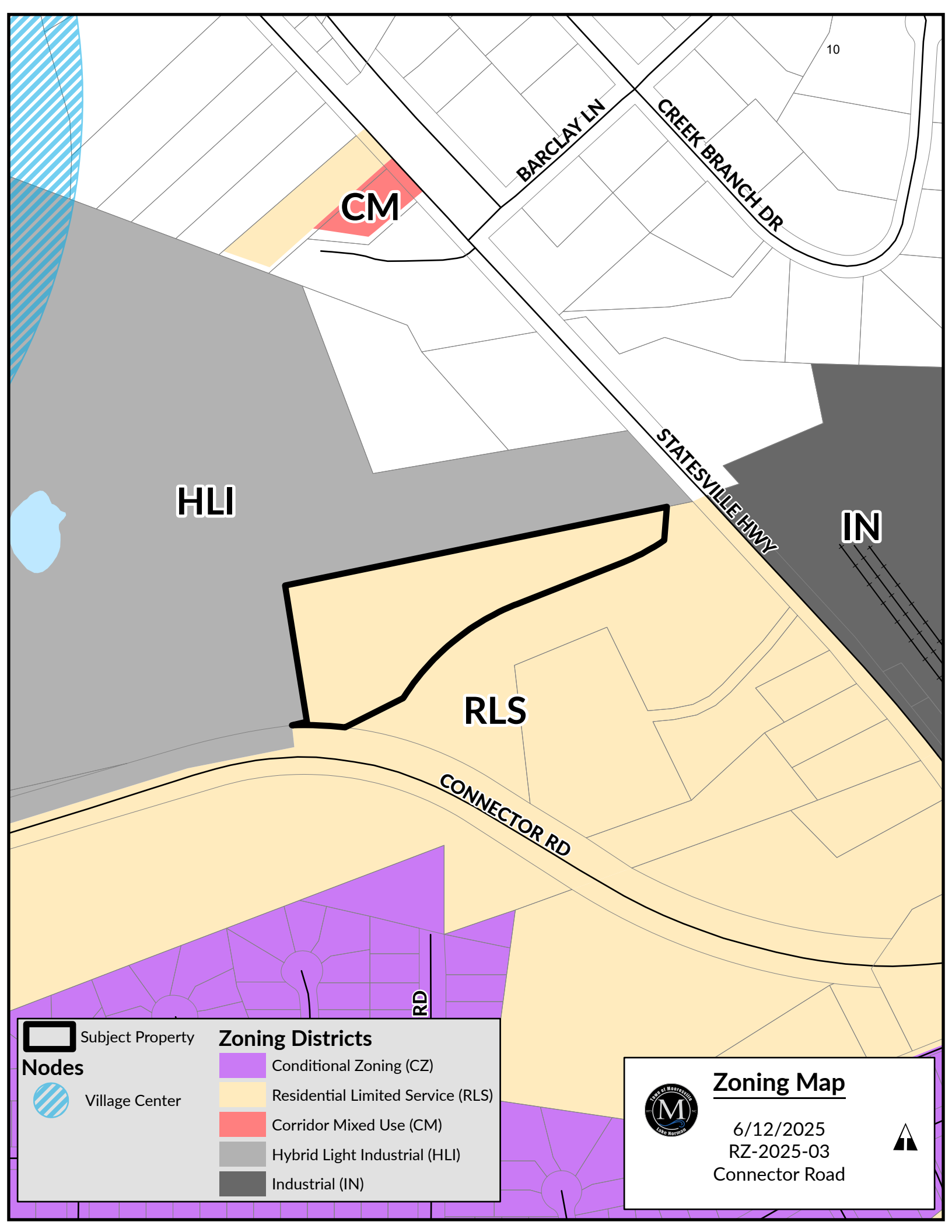


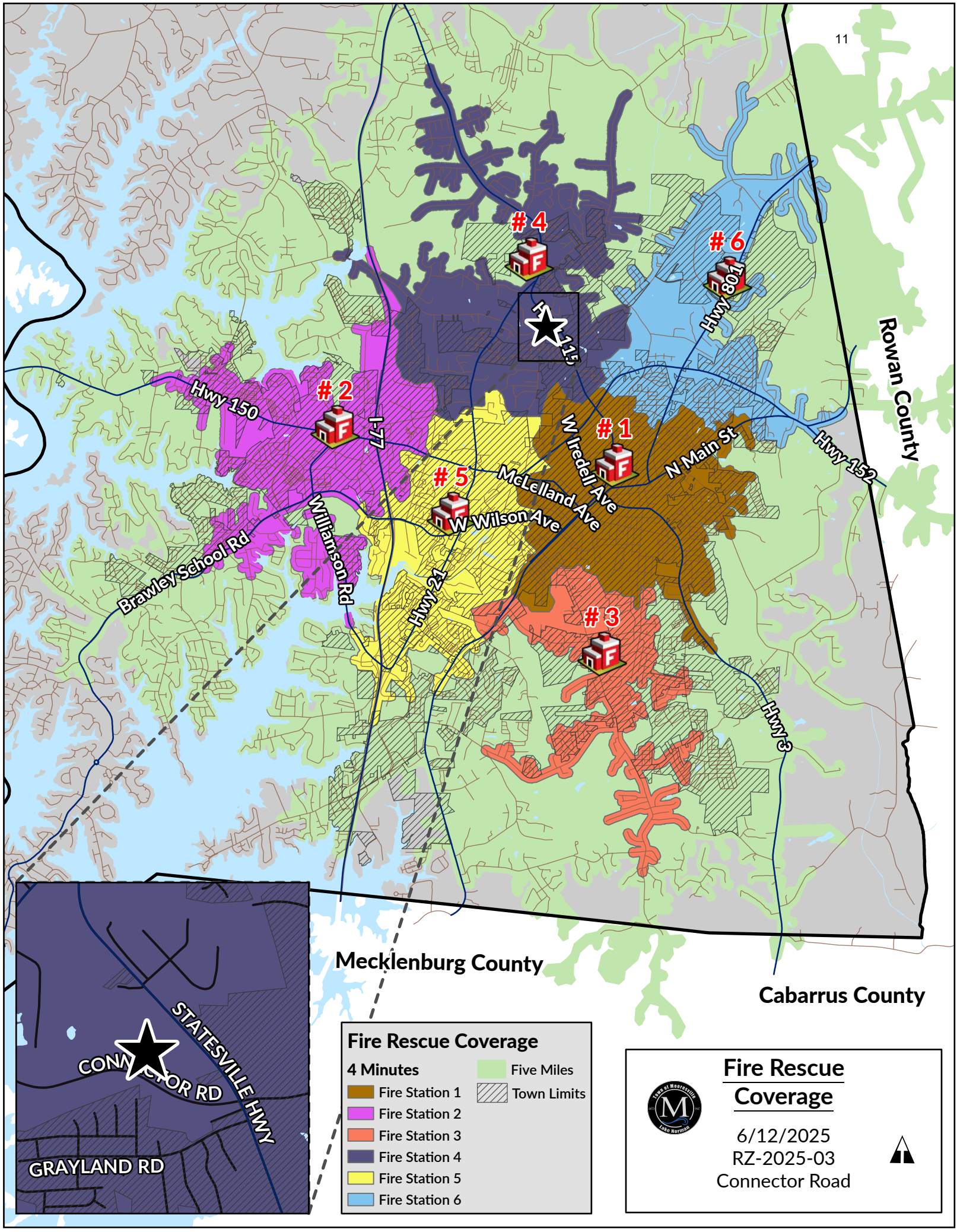
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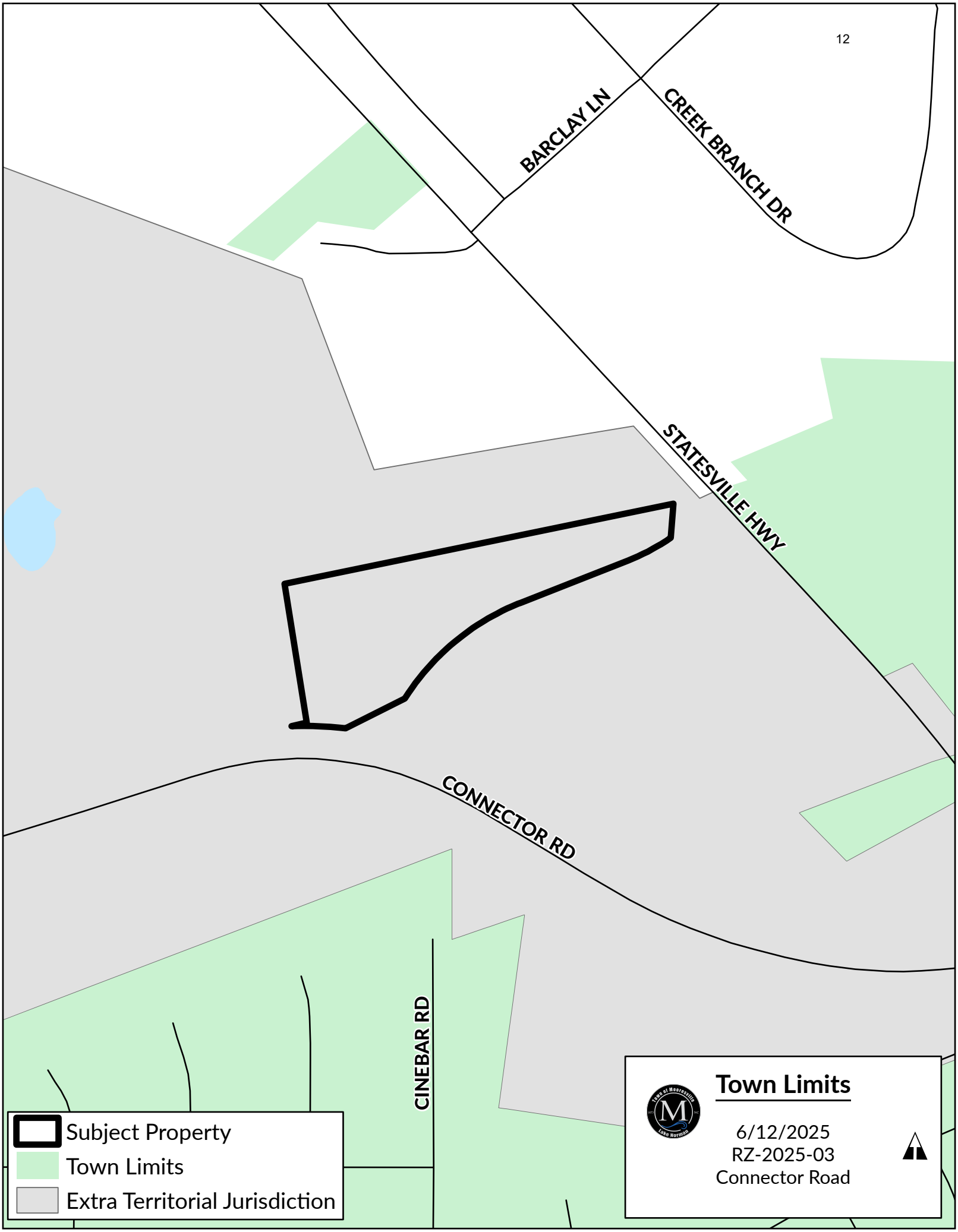
RZ-2025-03 Site Photos

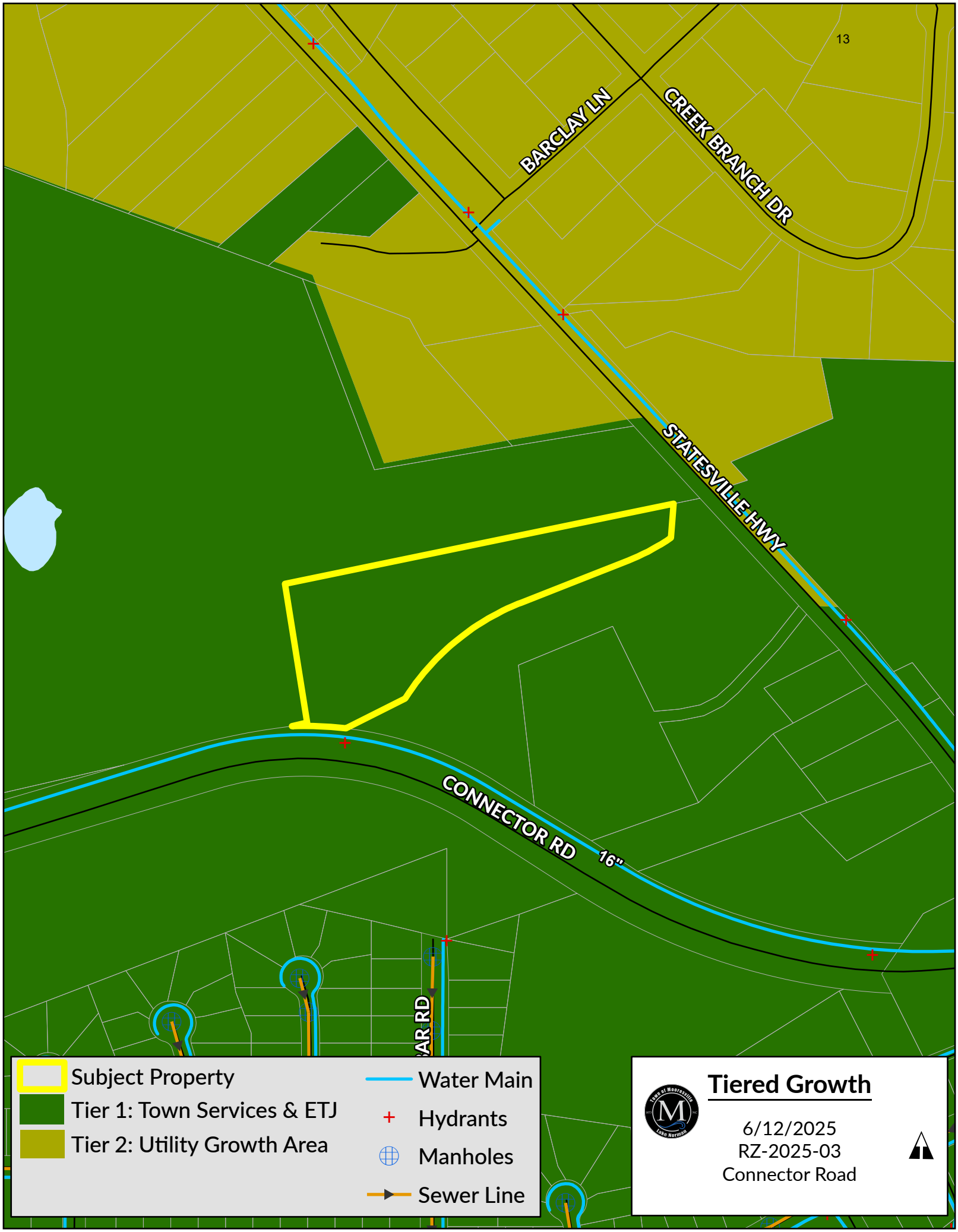



MUC
IND
EMC
BARCLAY LN
CREEK BRANCH DR
STATESVILLE HWY
CONNECTOR RD
Subject Property
Nodes
Village Center
Future Character
Neighborhood Residential
Mixed Use Corridor
Employment Center
Industrial
Future Character and Land Use
6/12/2025
RZ-2025-03
Connector Road


10
BARCLAY LN
CREEK BRANCH DR
CM
HLI
STATESVILLE HWY
IN
RLS
CONNECTOR RD
RD
Subject Property
Nodes
Village Center
Zoning Districts
Conditional Zoning (CZ)
Residential Limited Service (RLS)
Corridor Mixed Use (CM)
Hybrid Light Industrial (HLI)
Industrial (IN)
Zoning Map
6/12/2025
RZ-2025-03
Connector Road


4
6
2
1
5
3
Hwy 801
Hwy 150
I-77
W Iredell Ave
N Main St
Hwy 152
McLelland Ave
W Wilson Ave
Williamson Rd
Brawley School Rd
Hwy 21
Hwy 3
Rowan County
Mecklenburg County
Cabarrus County
STATESVILLE HWY
GRAYLAND RD
Fire Rescue Coverage
4 Minutes
Fire Station 1
Fire Station 2
Fire Station 3
Fire Station 4
Fire Station 5
Fire Station 6
Five Miles
Town Limits
Fire Rescue Coverage
6/12/2025
RZ-2025-03
Connector Road


BARCLAY LN
CREEK BRANCH DR
STATESVILLE HWY
CONNECTOR RD
CINEBAR RD
Subject Property
Town Limits
Extra Territorial Jurisdiction
Town Limits
6/12/2025
RZ-2025-03
Connector Road


13
BARCLAY LN
CREEK BRANCH DR
STATESVILLE HWY
CONNECTOR RD
16"
AR RD
Subject Property
Tier 1: Town Services & ETJ
Tier 2: Utility Growth Area
Water Main
Hydrants
Manholes
Sewer Line
Tiered Growth
6/12/2025
RZ-2025-03
Connector Road

Planning and Community Development
740 W Iredell Ave
Mooresville, North Carolina 28115
Phone: 704-662-7040

May 29, 2025

Project Overview #1518350

Project Title: Connector Road-Ketchie Parcel
Application Type: Rezoning
Workflow: Rezoning - Planning Board
Jurisdiction: Town of Mooresville
State: NC
County: Iredell

Project Contacts

Contact Info: Applicant
William Boat
Victory Lane Development, Inc
125 Infield Court
Mooresville, NC 28117
P:6029209801
bill@victorylanedev.com

Contact Info: Owner
Carolyn Ketchie

2174 Statesville Highway
Mooresville, NC 28115
P:704-555-4567

Contact Info: Developer
William Boat
Victory Lane Development, Inc
125 Infield Court
Mooresville, NC 28117
P:6029209801
bill@victorylanedev.com

Please indicate which of the following contacts should be included in this project.: Developer

Jurisdiction : Building Inspections
- 4658831701.000: Mooresville

Site Information

Project Address or Parcel: 4658831701.000

Project Description

Project Description:
We are looking to do a blanket rezoning on this parcel to HLI (Hybrid Light Industrial) to combine with parcel 4658746004.000 for future industrial development.

Project Data: Rezoning

Type of Rezoning: Conditional Zoning District
Proposed Zoning District: Hybrid Light Industrial

Total Acreage: 13.988

Is the site inside the Town Limits (select one): No. An annexation application has been submitted concurrently with this request.

Proposed Use: Light Industrial development

Proposed Density: 1

GIS-Verified Data

Zoning District: Town Zoning
- 4658831701.000: RLS

Zoning Overlay:

Small Area Plan:

Stream Buffer:

Greenway Buffer: Greenways One Mooresville 1320ft Buffer
- 4658831701.000: 1

FCLU Designation: FCLU
- 4658831701.000: EMC

Nodes:

Tiers: Tiers Combined
- 4658831701.000: Tier 1

ETJ/Town Limits:

Historic Preservation:

Subdivision Name:

Subdivision Phase:

Flood Zone:

Watershed: Watershed
- 4658831701.000: WS-IV-Protected Area

Waterbody Buffer:

Strategic Corridor:

Ward:

School District:

PIN: Parcel
- 4658831701.000: 4658831701.000

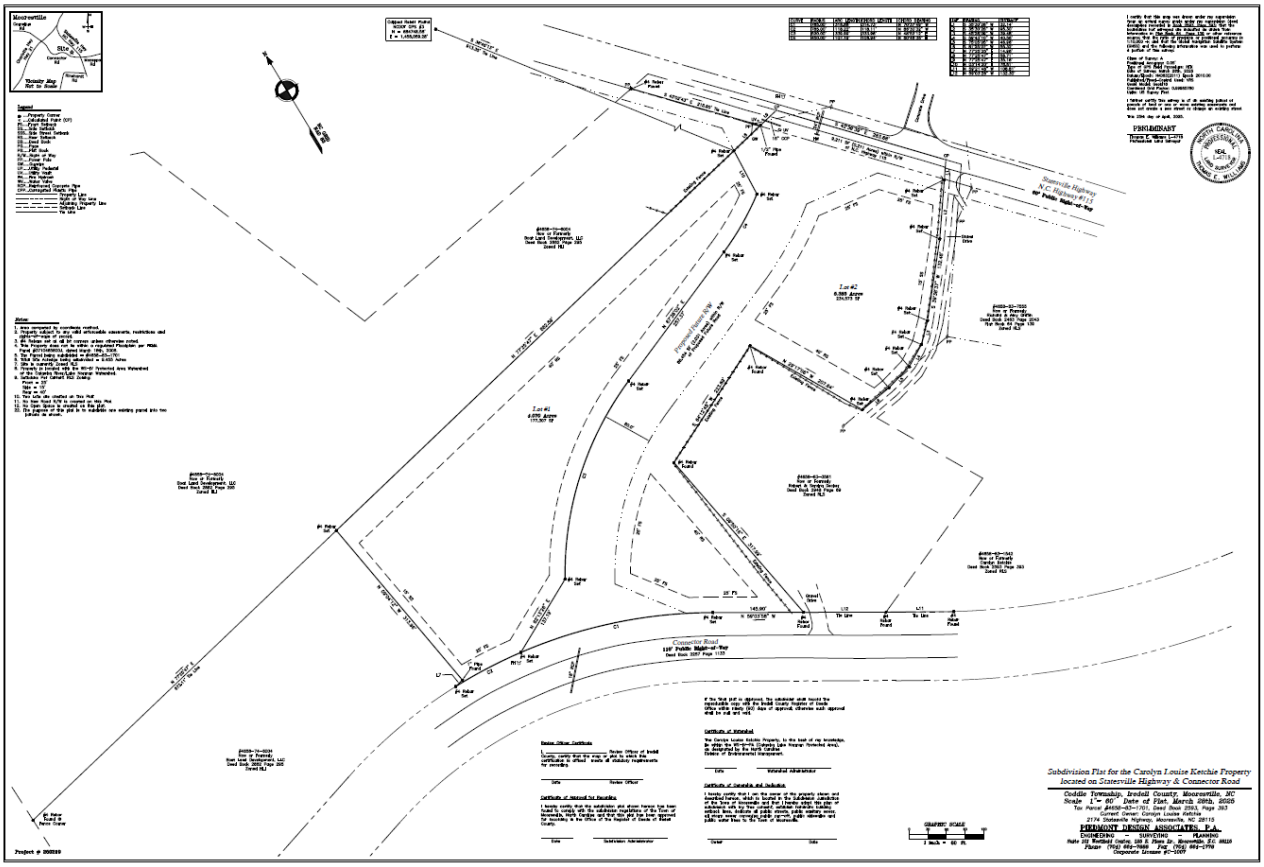
Owner: Parcel
- 4658831701.000: KETCHIE CAROLYN L LE

Acknowledgments

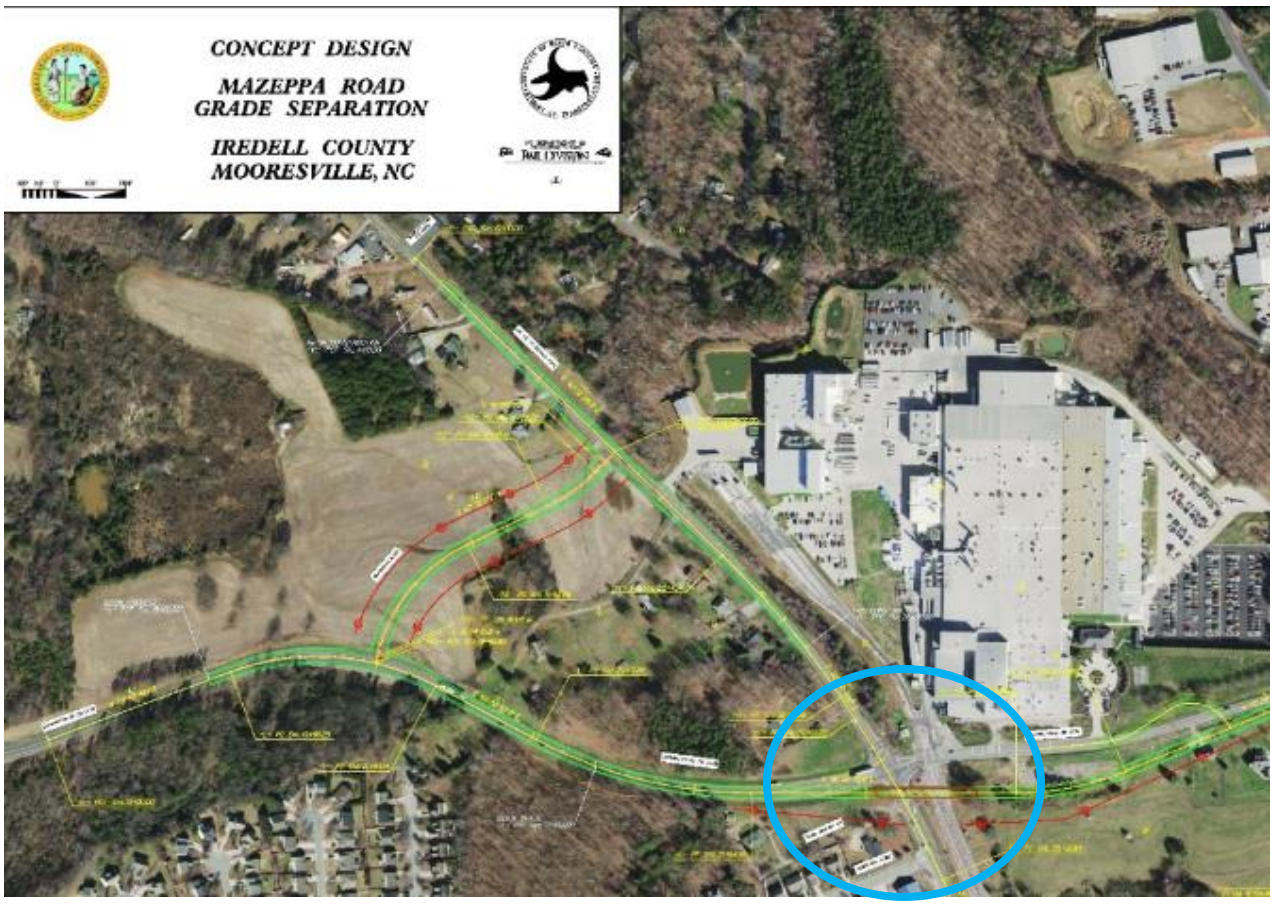
Application is hereby made for authorization to perform work as described in this application along with accompanying drawings. The information on this application is complete and accurate, and I am authorized to submit this application. I understand that all work must be according to approved plan and in compliance with all applicable codes and regulations. I authorize the subject property to be posted, inspected, and grant permission to the Town of Mooresville to collect relevant property data and imagery with the use of drone technology. The Town of Mooresville assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.

By typing my full name in the space provided, I am confirming my consent and understanding of the above written text, as well as my authorization to submit this application on behalf of the property owner.

Please Enter Your Full Name: William Boat



Recently Re-plated Parcel



Future Fly-over Location

Ordinance # 2025-__

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF THE AFTER DESCRIBED PROPERTY FROM RESIDENTIAL LIMITED SERVICE (RLS) TO HYBRID LIGHT INDUSTRIAL (HLI)

CASE RZ-2025-03

WHEREAS, the Town of Mooresville did publish a legal notice in the Mooresville Tribune on July 19, 2025, and July 26, 2025, sent letters to all adjacent property owners on July 16, 2025, and placed notice on the property on July 18, 2025 setting forth that a public hearing for rezoning request **RZ-2025-03: Connector Road** to be held on August 4, 2025, at 6:00 p.m., in the Mooresville Town Hall, 413 N Main St, Mooresville, North Carolina, 28115 for the purpose of rezoning the after-described property.

***WHEREAS*,** a public hearing was held regarding the proposed zoning classification pursuant to §160D-601.

NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF MOORESVILLE:

Section 1. That the zoning classification is hereby amended to the Hybrid Light Industrial (HLI) zoning district for the property as described below:

Approximately 4.07 acres of land located between Connector Road and Statesville Highway, along the Proposed Future Right-of-Way connection, belonging to Carolyn Ketchie.

Section 2. That the zoning amendment from Residential Limited Service (RLS) to Hybrid Light Industrial (HLI) for the above-described property is hereby authorized.

Section 3. All requirements of the Town's Ordinances shall be met. These requirements are perpetually binding, unless another rezoning request is brought to the Town and approved by the Town Board.

Adopted this _____ day of _____, 2025.

_____
Christopher S. Carney, Mayor

Attest: _____
Jane Crosby, Town Clerk

Approved as to form: _____
Sharon Crawford, Town Attorney

DRAFT

Town of Mooresville

Board of Commissioners

To:	Honorable Mayor and Board of Commissioners
From:	Planning & Community Development
Subject:	Consider a request from the Planning and Community Development Department to adopt an Ordinance for Voluntary Annexation request AX-2025-10 for a 4.07-acre site located at Connector Road, PIN# 4658830798.
Type:	Public Hearing
Date:	August 4, 2025

SUMMARY:	Hold a public hearing to consider a Voluntary Annexation and Utility Extension request from Carolyn L. Ketchie (AX-2025-10) for a 4.07-acre site located on Connector Road (PIN# 4658830798).
STRATEGIC PRIORITY AREAS AND GOALS:	Strategic Priority Area: Individual and Community Economic Vitality Goal: Support development of housing, employment, and educational choices to support economic sustainability
ACTION RECOMMENDED:	1. Make a motion to approve the voluntary annexation ordinance and utility extension request for AX-2025-10: Connector Road. 2. Make a motion to deny the voluntary annexation ordinance and utility extension request for AX-2025-10: Connector Road.

ATTACHMENTS:

AX-2025-10 TB Packet.pdf

AX-2025-10 Connector Rd Ord_Desc_Plat_Cert 07.22.2025.pdf

Town of Mooresville

Town Board Staff Report

From: James Coley, Planning Director

Date: August 4, 2025

Project: AX-2025-10: Connector Road

Request

Hold a public hearing to consider a voluntary annexation and utility extension request from Boat Land Development, LLC, for a 4.07-acre site located on Connector Road (PIN# 4658830798).

Project Description

- **Property Owner:** Carolyn Ketchie
- **Applicant:** William Boat, Victory Lane Development, Inc.
- **Property Address:** Connector Road
- **Acreage:** 4.07
- **PIN:** 4658830798
- **Annexation Type:** Non-contiguous
- **Tiered Growth Map:** 1
- **Zoning Jurisdiction:** Residential Limited Service (RLS)
- **Infill:** Yes
- **Voting:** Ward 2
- **School District:** Iredell School District

Annexation Standards

The Town of Mooresville Board of Commissioners set a public hearing upon receiving a complete Voluntary Annexation and Utility Extension Application. Pursuant to North Carolina General Statutes (NCGS) §160A-58.1, and the Town of Mooresville Voluntary Annexation and Utility Extension Policy, the Town of Mooresville Board of Commissioners may annex by ordinance any area **non-contiguous** if:

1. ***The nearest point on the proposed satellite corporate limits must be not more than three miles from the primary corporate limits of the annexing city:*** Site is within three miles.
2. ***No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate***

limits of the annexing city, except as set forth in subsection (b2) of this section: Closest corporate limits is Town of Mooresville.

3. ***The area must be so situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits:*** Yes, see following staff analysis for further information.
4. ***If the area proposed for annexation, or any portion thereof, is subject to subdivision regulation as described in G.S. 160D-802, all of the subdivision must be included:*** The area for annexation meets the subdivision regulations.
5. ***The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed ten percent (10%) of the area within the primary corporate limits of the annexing city:*** In accordance with S.L. 1997-219, The Town of Mooresville is not subject to G.S. 160A-58.1(b)(5) which requires the areas within the proposed satellite corporate limits, when added to the are within all other satellite corporate limits of the Town, to not exceed ten percent (10%) of the area within the primary corporate limits of the Town.

The request for consideration meets the standards identified in the North Carolina General Statute (NCGS) and Town policy for annexation into the Town.

Staff Analysis of Annexation

As part of the assessment for annexation requests, various Town departments consider the property location, existing available service capacity, and potential future development of the request. The following responses were provided from the various departments regarding this request. However, the Board of Commissioners has full discretion in expanding the Town's corporate limits.

Planning: No concern

- ***Zoning:*** The site is in the Town of Mooresville's Extraterritorial Jurisdiction (ETJ) and is currently zoned Residential Limited Service (RLS). A rezoning application (RZ-2025-03) has been submitted concurrently with this application requesting to rezone the site to Hybrid Light Industrial (HLI).
- ***Adopted Plans:*** The OneMooresville Comprehensive Plan classifies this property as Tier 1 on the Tiered Growth Map, which means this area "is appropriate for immediate development". The Future Character and Land Use Plan calls out this area for Employment Center development, which aligns with the proposed Hybrid Light Industrial (HLI) zoning district.

Utilities: Issues with request

Water services are available along Statesville Highway and Connector Road. Sewer services are not readily available; however, may be extended from the south via an easement through an existing residential development at the owner's expense.

Public Works: No issues with request

The property can be served by the Town's Sanitation and Street Department.

Fire: No issues with request
This property is within the 5 miles response radius and meets the 4 minutes response time via Fire station 4.

Police: No issues with request
This property is within a current patrol zone and can be served.

Town Board Considerations
Annexation and utility extensions are at the full discretion of the Town Board. Therefore, the Board is not required to justify action taken to approve or deny the request (no consistency statement is needed). However, as annexation and utility extensions are amongst the most powerful tools of growth the Town Board may want to consider the following:

- Can the site be serviced at a level comparable to other areas within the Town without a negative impact on Town operating or capital budgets?
- Will the request create a situation in the future in which an unincorporated area is completely encompassed by the Town limits creating a donut hole? Such areas may be difficult to annex at a later date.
- If the site were to develop outside the Town limits, what-if any-adverse effects would that have on the Town? Without utilities the site would likely be unable to develop at the same intensity as enjoyed inside the Town Limits.
- Is the existing or proposed zoning district supporting the goals and objectives set forth by the Town Board?
- For projects that have received site plan approval, is anything provided that goes above and beyond the Town's minimum requirements? Please note that conditions may not be added to annexation and utility requests.
- Is there a compelling reason to grant or deny the request at this time?

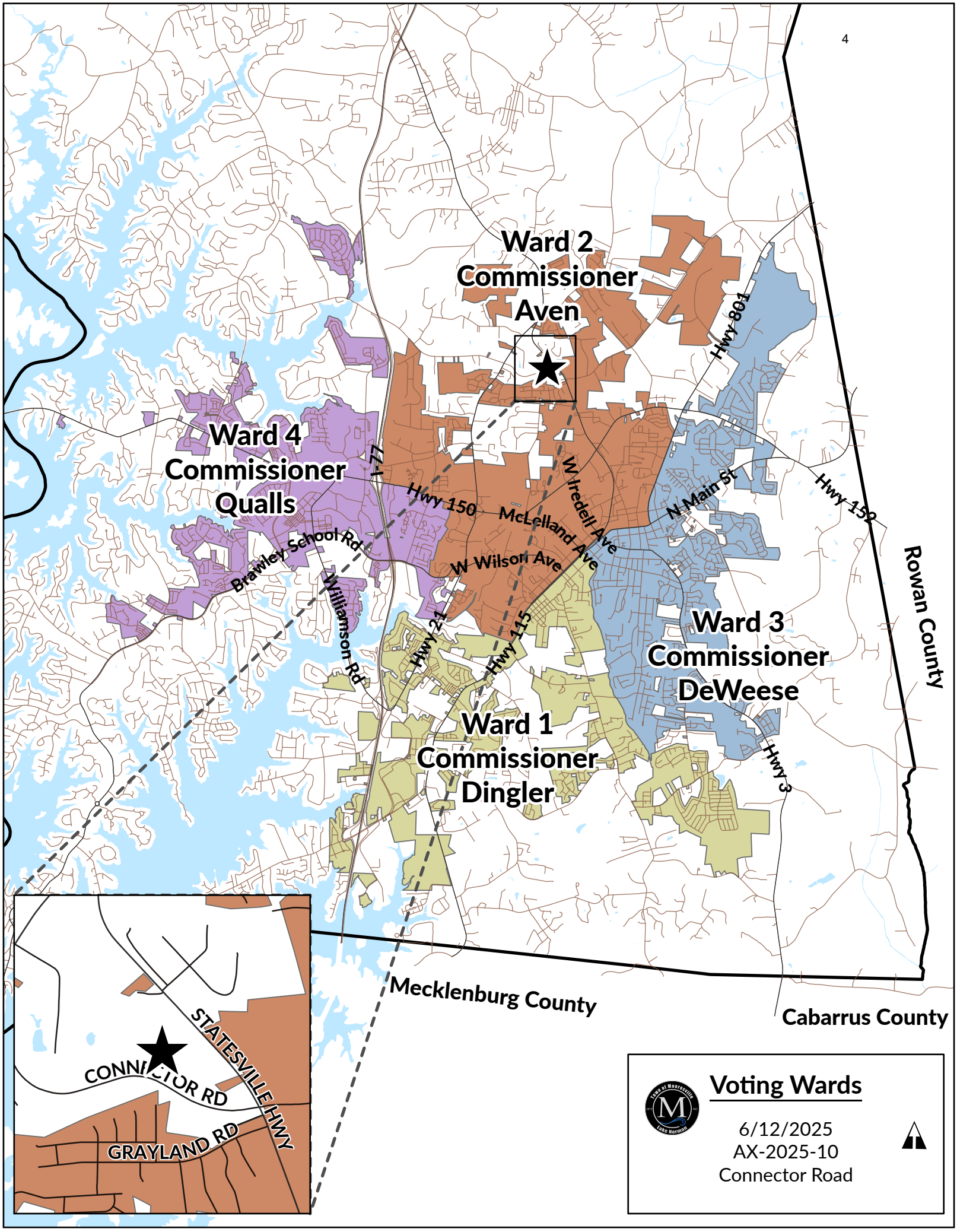
Staff Review
The site meets the statutory requirements for voluntary annexation. Town Staff have no concerns if the property owner bares the cost of extending the sewer line from the south.

Town Board Options for Annexation

1. Make a motion to **approve** the voluntary annexation ordinance and utility extension request for Connector Road-Ketchie Parcel.
2. Make a motion to **deny** the voluntary annexation ordinance and utility extension request for Connector Road-Ketchie Parcel.

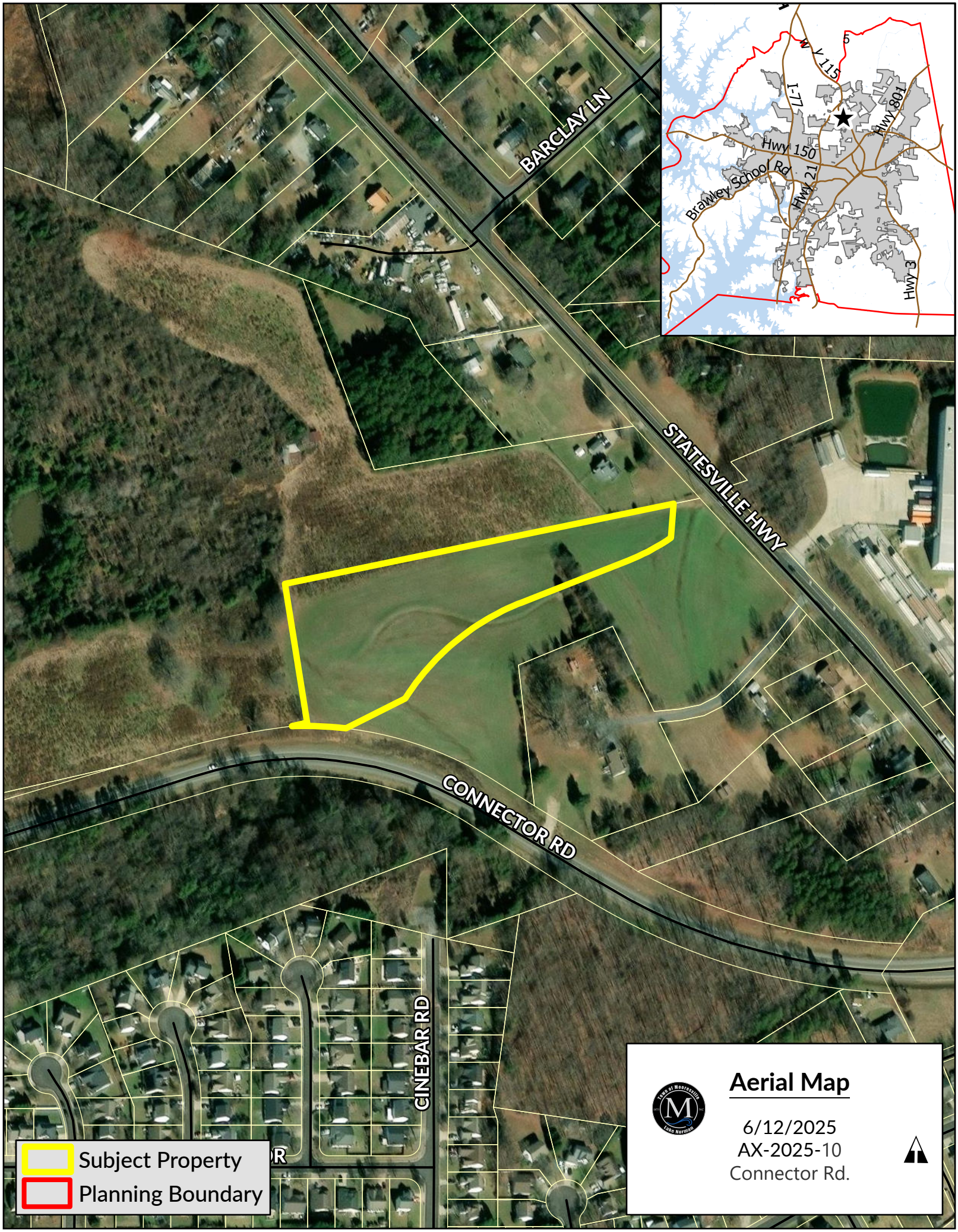
Attachments

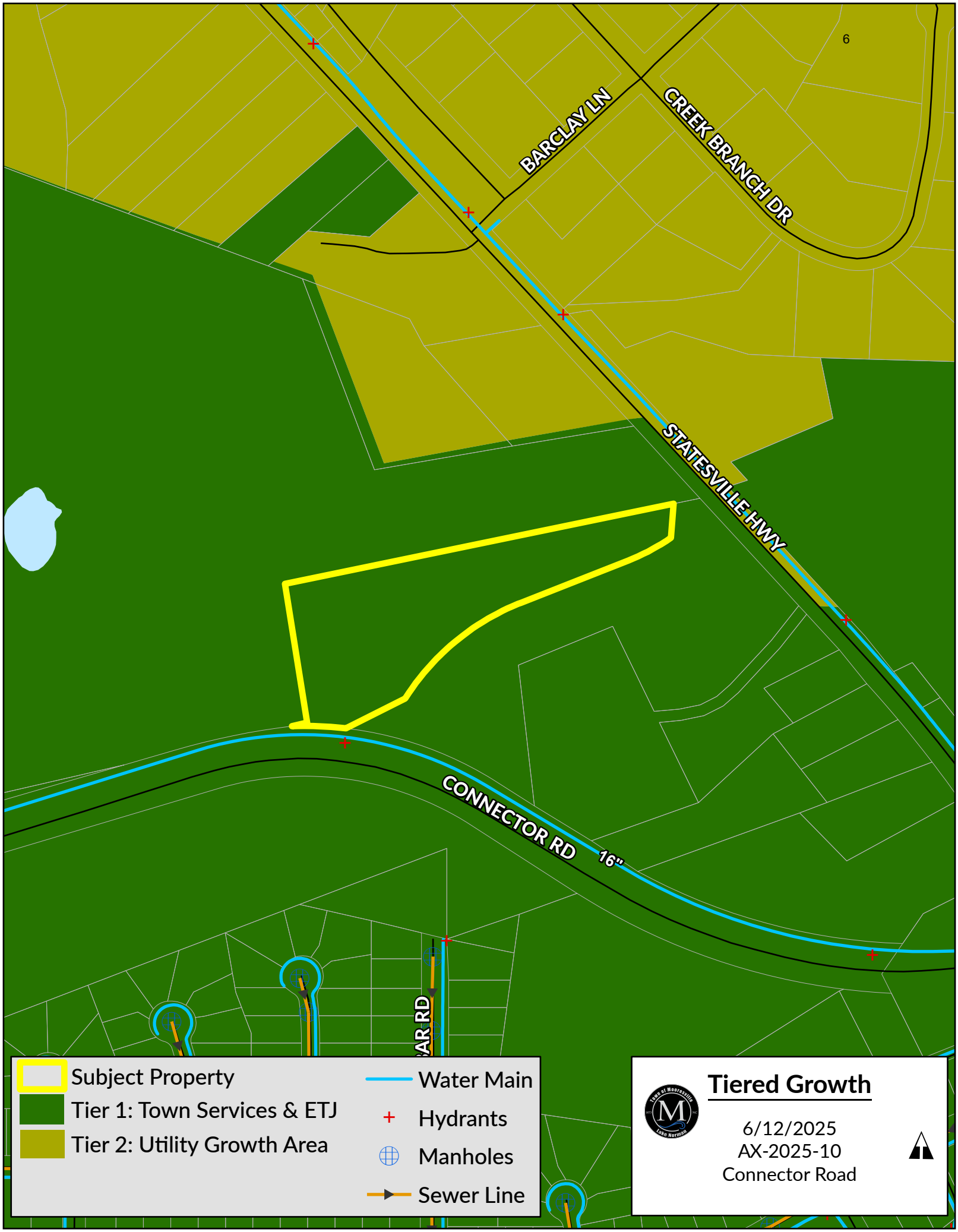
1. Voting Ward Map
2. Aerial Map
3. Tiered Growth & Utilities Map
4. Future Character & Land Use Map
5. Current Zoning
6. Fire Department Service Map
7. Town Limits Map
8. Annexation Application

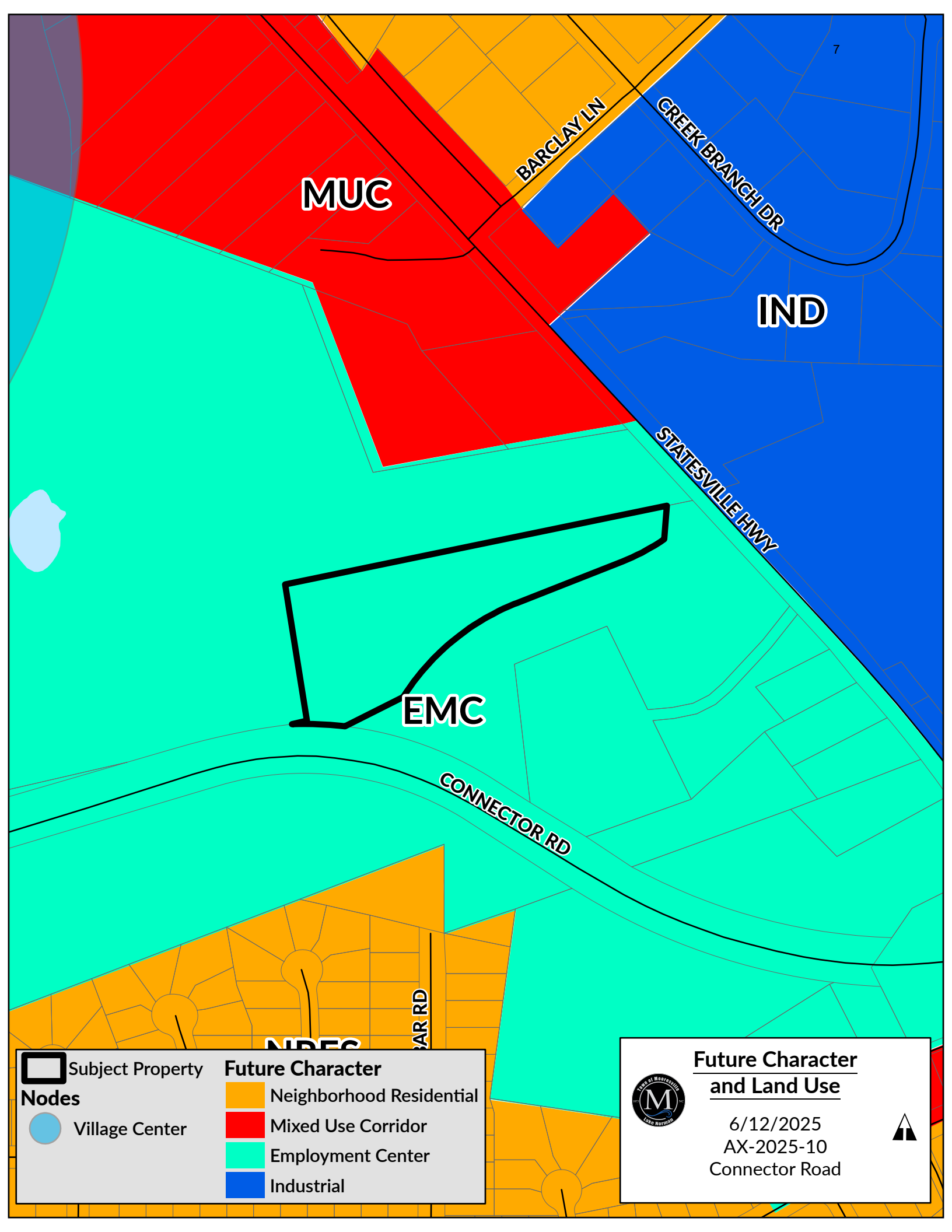


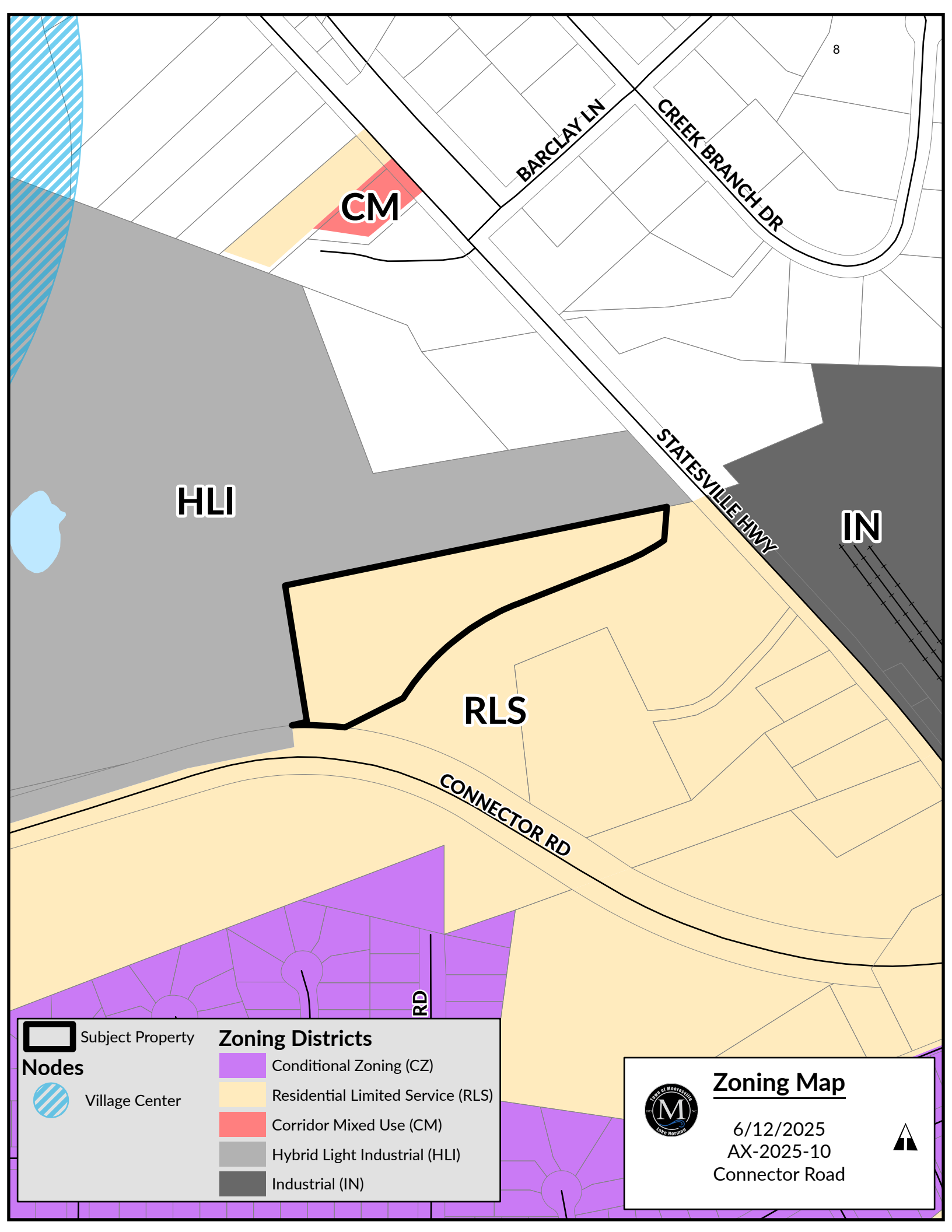
Voting Wards

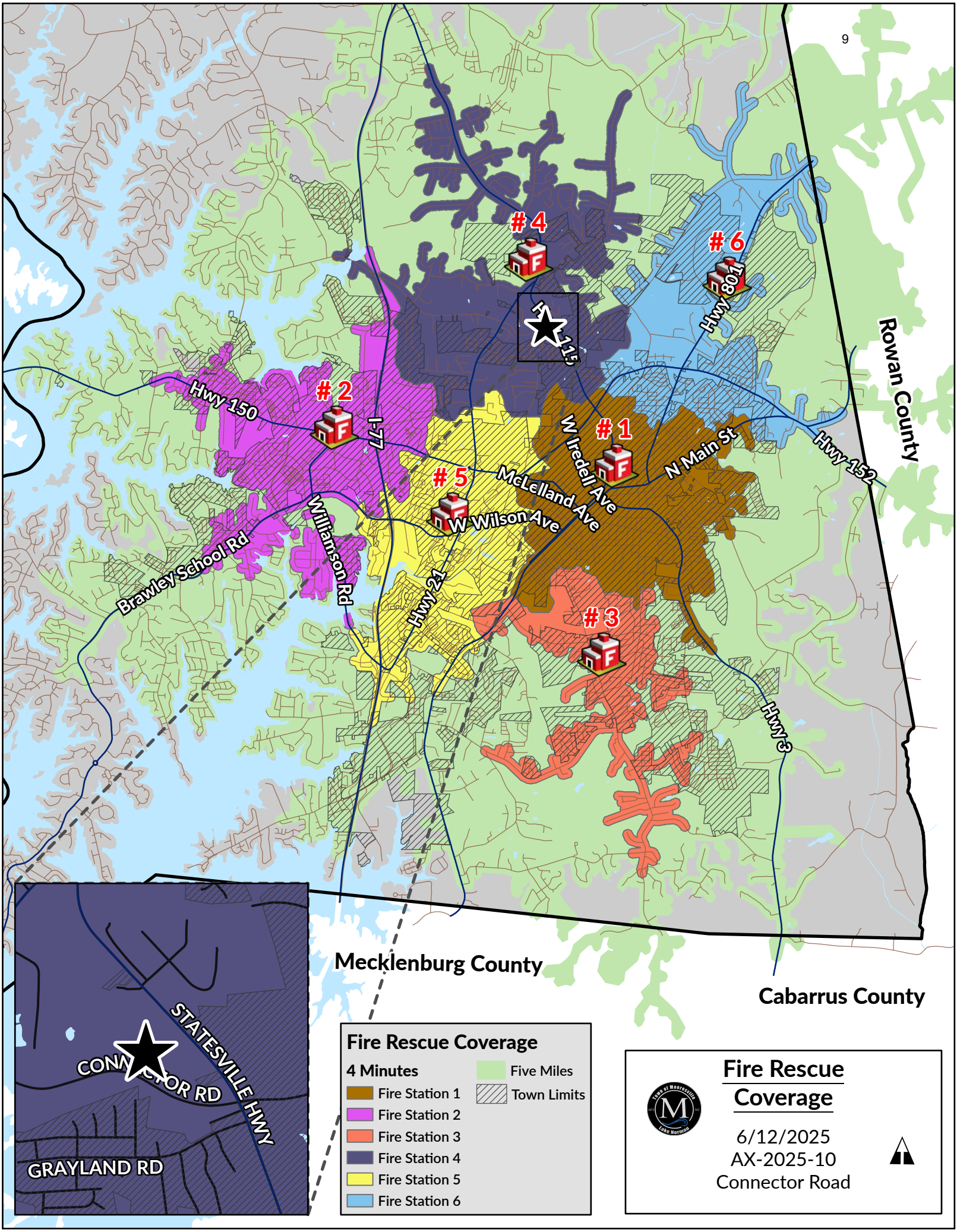
6/12/2025
AX-2025-10
Connector Road

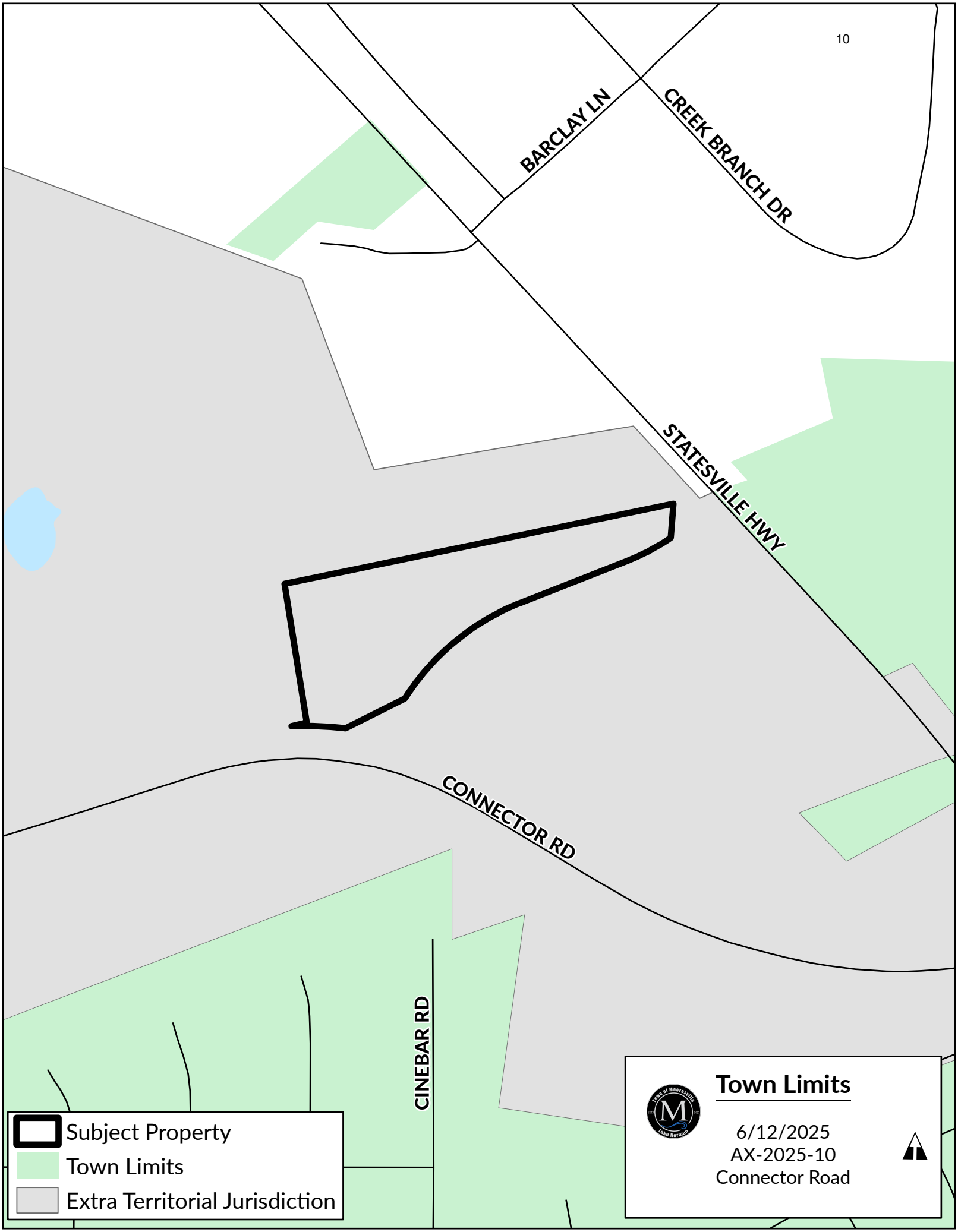

BARCLAY LN
STATESVILLE HWY
CONNECTOR RD
CINEBAR RD
I-77
Hwy 150
Brawley School Rd
Hwy 21
Hwy 801
Hwy 3
Subject Property
Planning Boundary
Aerial Map
6/12/2025
AX-2025-10
Connector Rd.


6
BARCLAY LN
CREEK BRANCH DR
STATESVILLE HWY
CONNECTOR RD
16"
Subject Property
Tier 1: Town Services & ETJ
Tier 2: Utility Growth Area
Water Main
Hydrants
Manholes
Sewer Line
Tiered Growth
6/12/2025
AX-2025-10
Connector Road


MUC
IND
EMC
BARCLAY LN
CREEK BRANCH DR
STATESVILLE HWY
CONNECTOR RD
Subject Property
Nodes
Village Center
Future Character
Neighborhood Residential
Mixed Use Corridor
Employment Center
Industrial
Future Character and Land Use
6/12/2025
AX-2025-10
Connector Road


8
BARCLAY LN
CREEK BRANCH DR
CM
HLI
STATESVILLE HWY
IN
RLS
CONNECTOR RD
RD
Subject Property
Nodes
Village Center
Zoning Districts
Conditional Zoning (CZ)
Residential Limited Service (RLS)
Corridor Mixed Use (CM)
Hybrid Light Industrial (HLI)
Industrial (IN)
Zoning Map
6/12/2025
AX-2025-10
Connector Road


4
6
2
1
5
3
Hwy 801
Hwy 150
I-77
W Iredell Ave
N Main St
Hwy 152
McLelland Ave
W Wilson Ave
Williamson Rd
Brawley School Rd
Hwy 21
Hwy 3
Rowan County
Mecklenburg County
Cabarrus County
STATESVILLE HWY
GRAYLAND RD
Fire Rescue Coverage
4 Minutes
Fire Station 1
Fire Station 2
Fire Station 3
Fire Station 4
Fire Station 5
Fire Station 6
Five Miles
Town Limits
Fire Rescue Coverage
6/12/2025
AX-2025-10
Connector Road


10
BARCLAY LN
CREEK BRANCH DR
STATESVILLE HWY
CONNECTOR RD
CINEBAR RD
Subject Property
Town Limits
Extra Territorial Jurisdiction
Town Limits
6/12/2025
AX-2025-10
Connector Road

Planning and Community Development
740 W Iredell Ave
Mooresville, North Carolina 28115
Phone: 704-662-7040

July 14, 2025

Project Overview #1730634

Project Title: Connector Road-Ketchie Parcel 4 acre Annexation
Application Type: Annexation
Workflow: Administrative Review
Jurisdiction: Town of Mooresville
State: NC
County: Iredell

Project Contacts

Contact Info: Applicant
William Boat
Victory Lane Development, Inc
125 Infield Court
Mooresville, NC 28117
P:6029209801
bill@victorylanedev.com

Contact Info: Owner
William Boat
Boat Land Development
125 Infield Court
Mooresville, NC 28117
P:7046601955
bill@victorylanedev.com

Please indicate which of the following contacts should be included in this project.: None of the Above

Jurisdiction : Building Inspections
- 4658831701.000: Mooresville

Site Information

Project Address or Parcel: 4658831701.000

Project Description

Project Description:
Annexation plat for Lot 1 of Ketchie parcel 4658831701. The plat divides 4 acres out of the 14 acre parcel.

Total Acreage: 4
Current Zoning District(s): Residential General
Proposed Zoning District (Conditional Zoning):
Rezoning Proposed: Yes

If yes, please submit a rezoning application concurrently with your annexation and utility extension request.

GIS-Verified Data

Zoning District: Town Zoning
- 4658831701.000: RLS

Zoning Overlay:

Small Area Plan:

Stream Buffer:

Greenway Buffer: Greenways One Mooresville 1320ft Buffer
- 4658831701.000: 1

FCLU Designation: FCLU
- 4658831701.000: EMC

Nodes:

Tiers: Tiers Combined
- 4658831701.000: Tier 1

ETJ/Town Limits:

Historic Preservation:

Subdivision Name:

Subdivision Phase:

Flood Zone:

Watershed: Watershed
- 4658831701.000: WS-IV-Protected Area

Waterbody Buffer:

Strategic Corridor:

Ward:

School District:

PIN: Parcel
- 4658831701.000: 4658831701.000

Owner: Parcel
- 4658831701.000: KETCHIE CAROLYN L LE

Acknowledgments

Application is hereby made for authorization to perform work as described in this application along with accompanying drawings. The information on this application is complete and accurate, and I am authorized to submit this application. I understand that all work must be according to approved plan and in compliance with all applicable codes and regulations. I authorize the subject property to be posted, inspected, and grant permission to the Town of Mooresville to collect relevant property data and imagery with the use of drone technology. The Town of Mooresville assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.

Further, we the undersigned owners of real property believe that the area described herein meets the requirements of G.S. 160A-31 and/or G.S. 160A-58.1, and respectfully request that the area be annexed to the Town of Mooresville. The information on this application is complete and accurate, and I am authorized to submit this application. I understand that that upon annexation my property will be subject to all Town of Mooresville taxes, regulations, and rights. I authorize the subject property to be posted, inspected, and grant permission to the Town of Mooresville to collect relevant property data and imagery with the use of drone technology. The Town of Mooresville assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.

By typing my full name in the space provided, I am confirming my consent and understanding of the above written text, as well as my authorization to submit this application on behalf of the property owner.

Please Enter Your Full Name: William Boat

ORDINANCE No. 2025-

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF MOORESVILLE, NORTH CAROLINA

Carolyn Louise Ketchie

Connector Road

PIN: 4658-83-0798
(Lot #1 – Formerly a Portion of PIN: 4658-83-1701)

WHEREAS, the Board of Commissioners has been petitioned under G. S. 160A-58.1 and G.S. 160A-58.2 to annex the noncontiguous area described below; and

WHEREAS, the Board of Commissioners has directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and that on August 4, 2025, the public hearing on the question of this annexation was held at Mooresville Town Hall located at 413 North Main Street after due notice by publication in the Mooresville Tribune on July 19, 2025 and July 26, 2025; and

WHEREAS, the Board of Commissioners finds that the area described therein meets the standards of G.S. 160A-58.1(b), to wit:

a. The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the Town of Mooresville; and
b. No point on the proposed satellite corporate limits is closer to another municipality than to the Town of Mooresville; and

c. The area described is so situated that the Town of Mooresville will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits; and
d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation; and
e. In accordance with S.L. 1997-219, the Town of Mooresville is not subject to G.S. 160A-58.1(b)(5) which requires the areas within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits of the Town, to not exceed ten percent (10%) of the area within the primary corporate limits of the Town.

NOW, THEREFORE, BE IT ORDAINED that the Board of Commissioners of the Town of Mooresville, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-58.1, and G.S. 160A-58.2, the noncontiguous territory described in the attached property description and also shown on the below identified survey plat and in found in Iredell County Registry Book 2593 Pages 393-397 is hereby annexed and made part of the Town of Mooresville as of August 4, 2025 and, at the time of annexation, will be located in Ward 2 of the Town of Mooresville. The survey plat that described the annexed territory is that certain survey plat recorded in the Iredell County Registry Plat Mat Book _____ Page _____.

Section 2. Upon and after August 4, 2025, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Mooresville and shall be entitled to the same privileges and benefits as other parts of the Town of Mooresville. Said territory shall be subject to municipal taxes according to G. S. 160A-58.10.

Section 3. The Clerk of the Town of Mooresville shall cause to be recorded in the Office of the Register of Deeds of Iredell County, and in the office of the Secretary of the 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.

Adopted this 4th day of August 2025.

_____

Christopher S. Carney, Mayor

Attest:

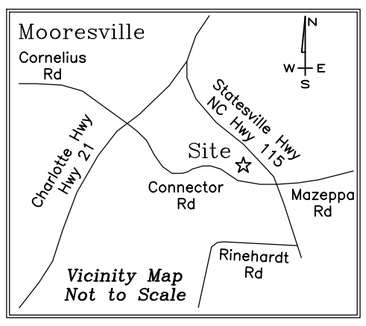
_____

Jane Crosby, Town Clerk

Legal Description

Lying in the Coddle Creek Township, Iredell County, North Carolina. Being all of Lot 1 as shown on Subdivision Plat for the Carolyn Louise Ketchie Property located on Statesville Highway & Connector Road as recorded in Plat Book 86 Page 7 in the Iredell County Register of Deeds and more particularly described as follows:

Beginning at a #4 rebar set in the line of Boat Land Development, LLC (DB 2862 PG 295), said point of beginning being located South 36 degrees 46 minutes 13 seconds East 913.35' from a Capped Rebar found having NAD 83(2011) coordinates of N 684,748.58', E 1,458,059.28'; thence with the proposed Right-of Way, South 3 degrees 14 minutes 20 seconds West 78.81' to a #4 rebar set; thence with a curve to the right having a radius of 450.00', and arc length of 107.19', Chord Bearing of South 60 degrees 46 minutes 36 seconds West 106.94', to a #4 rebar set; thence South 67 degrees 36 minutes 02 seconds West 257.37' to a #4 rebar set; thence with a curve to the left having a radius of 520.00', and arc length of 339.99', Chord Bearing of South 48 degrees 52 minutes 12 seconds West 333.96'; thence South 62 degrees 13 minutes 26 seconds West 137.19' to a #4 rebar set on the northern Right of Way of Connector Road; thence with the Northern Right of Way of Connector Road with a curve to the left having a radius of 785.00', and arc length of 118.22', Chord Bearing of North 86 degrees 30 minutes 32 seconds West 118.11' to a #4 rebar set, corner of Boat Land Development, LLC (DB 2862 PG 295); thence with Boat Land Development, LLC, North 77 degrees 25 minutes 25 seconds East 14.96' to 1" Pipe found; thence North 9 degrees 04 minutes 12 seconds West 313.96' to a #4 rebar set; thence North 77 degrees 25 minutes 47 seconds East 882.59' to the Point and Place of Beginning, containing 4.070 Acres more or less and being all of Lot 1 recorded in Plat Book 86 Page 7 in the Iredell County Register of Deeds.



Surveyor Notes:

- *No NCGS Monument location within 2000'*
- *This property is subject to all easements, right-of-ways and restrictions of record.*
- *This property does not lie within a Special Flood Hazard Area per FEMA FIRM FEMA FIRM #3710465800J Effective Date – 03/18/2008*
- *Tax Parcel #4658-83-1701*
- *Current Zoning = RLS*
- *This property lies within the WS-IV Protected Area Watershed of Lake Norman*
- *This annexation plat was prepared by the current Deed of Record (Deed Book 2593, Page 393) and the Carolyn Louise Ketchie Subdivision Plat recorded in Plat Book ___ Page ___.*

Town Certificate

The Town Board of Commissioners of the Town of Mooresville, North Carolina meeting in regular session on the ___ day of _____, _____ approved the extension of the corporate limits of the Town of Mooresville, North Carolina as shown on this plat and as recorded in the Minute Book _____, Page _____.

_____ and/or _____
Town Clerk Mayor

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	450.00'	107.19'	106.94'	S 60°46'36" W
C2	520.00'	339.99'	333.96'	S 48°52'12" W
C3	785.00'	118.22'	118.11'	N 86°30'32" W

LINE	BEARING	DISTANCE
L1	N 77°25'25" E	14.96'
L2	S 77°25'47" W	58.71'

Surveyor's Certificate

The provisions of G.S. 47-30 shall not apply to the boundary plat of areas annexed by municipalities nor to plats of municipal boundaries, whether or not required by law to be recorded in the state of North Carolina. Made this 6th day of May, 2025.

PRELIMINARY

Thomas E. Williams L-4718
Professional Land Surveyor

NORTH CAROLINA PROFESSIONAL SEAL L-4718 LAND SURVEYOR THOMAS E. WILLIAMS

Capped Rebar Found
NCDOT GPS #3
N = 684748.58'
E = 1,458,059.28'

S 36°46'13" E
913.35' Tie Line

Statesville Highway
N.C. Highway #115
60' Public Right-of-Way

#4 Rebar Found

S 43°02'43" E 215.90' Tie Line

L2
Tie Line

#4 Rebar Set

1/2" Pipe Found

S 03°14'20" W
78.81'

Existing Fence

#4 Rebar Set

C1

#4 Rebar Set

N
NC GRID NAD 83

#4658-74-6004
Now or Formerly
Boat Land Development, LLC
Deed Book 2862 Page 295
Zoned HLI

N 77°25'47" E
882.59'

257.37'
S 67°36'02" W

Proposed Future R/W

Lot #2
Portion of
Parcel #4658-83-1701
Now or Formerly
Carolyn Louise Ketchie
Deed Book 2593 Page 393
Plat Book ___ Page ___
Zoned RLS

#4 Rebar Set

80.0'

Lot #1
4.070 Acres
177,307 SF
Portion of
Parcel #4658-83-1701
Now or Formerly
Carolyn Louise Ketchie
Deed Book 2593 Page 393
Plat Book ___ Page ___
Zoned RLS

C2

#4 Rebar Found

#4658-83-3561
Now or Formerly
Robert & Sondra Decker
Deed Book 2948 Page 69
Zoned RLS

#4 Rebar Set

S 09°50'16" E
317.99' Tie Line

Gravel Drive

N 59°03'58" W
145.90' Tie Line

#4 Rebar Found

313.96'
N 09°04'12" W

137.19'
S 62°13'26" W

#4658-74-6004
Now or Formerly
Boat Land Development, LLC
Deed Book 2862 Page 295
Zoned HLI

N 70°37'49" W
314.73' Tie Line

#4 Rebar Set

1" Pipe Found

L1

C3

#4 Rebar Set

Connector Road
110' Public Right-of-Way
Deed Book 2257 Page 1133

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

Voluntary Annexation for Lot #1 of the Carolyn Louise Ketchie Property prepared for The Town of Mooresville

Coddle Creek Township, Iredell County, Mooresville, NC
Scale 1"= 60' – Date of Plat, May 6th, 2025
Portion of Parcel #4658-83-1701
Deed Book 2593 Page 393
Current Owner: Carolyn Louise Ketchie
2174 Statesville Highway, Mooresville, NC 28115

PIEDMONT DESIGN ASSOCIATES, P.A.
ENGINEERING – SURVEYING – PLANNING
Suite 101 Westfield Center, 125 E. Plaza Dr., Mooresville, N.C. 28115
Phone (704) 664-7888 Fax (704) 664-1778
Corporate License #C-1007

Project # 250219

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

CLERK'S CERTIFICATION

I, Jane Crosby, Town Clerk, Town of Mooresville, North Carolina, do hereby certify the foregoing is a true and correct copy of Annexation Ordinance No. 2025-_____, adopted at a meeting of the Board of Commissioners, on the _____ day of _____, 2025, the original of which will be on file in the Office of the Town Clerk of Mooresville, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Mooresville, North Carolina, this _____ day of _____, 2025.

_____

Jane Crosby, Town Clerk

(seal)

Town of Mooresville

Board of Commissioners

To:	Honorable Mayor and Board of Commissioners
From:	Planning & Community Development
Subject:	Consider a request from the Planning and Community Development Department to adopt an Ordinance for a voluntary annexation and utility extension request (AX-2025-05) for a 1.16-acre site at 1316 Mecklenburg Highway- PIN# 4656116373.
Type:	Public Hearing
Date:	August 4, 2025

SUMMARY:	Arturo Barraza and Luz Ramirez Barraza are seeking Voluntary Annexation and Utility Extension for a 1.16-acre site at 1316 Mecklenburg Highway (PIN# 4656116373). The purpose of this request is an emergency utility connection of single-family home.
STRATEGIC PRIORITY AREAS AND GOALS:	Strategic Priority Area: Safety and Community Well-Being for All Goal: Implement adopted quality of life plans
ACTION RECOMMENDED:	1. Make a motion to approve the voluntary annexation ordinance and utility extension request for AX-2025-05: 1316 Mecklenburg Highway. 2. Make a motion to deny the voluntary annexation ordinance and utility extension request for AX-2025-05: 1316 Mecklenburg Highway.

ATTACHMENTS:

Staff Report Packet AX-2025-05_1316 Mecklenburg.pdf

AX-2025-05 1316 Mecklenburg Hwy Ord_Desc_Cert 07.22.2025.pdf

Town of Mooresville

Board of Commissioners Staff Report

From: Veronica Bateson, Planner 2

Date: August 4, 2025

Project: AX-2025-05: 1316 Mecklenburg Highway

Request

Hold a public hearing to consider a voluntary annexation and utility extension request from Arturo Barazza, (AX-2025-05) for a 1.16 -acre site located at 1316 Mecklenburg Highway (PIN: 4656116373).

Project Description

- **Property Owner:** Arturo Barazza and Luz Ramirez Barazza
- **Applicant:** Arturo Barazza
- **Property Addresses:** 1316 Mecklenburg Highway
- **Acreage:** 1.16
- **PINS:** 4656116373
- **Annexation Type:** Contiguous, Voluntary
- **Tiered Growth Map:** Tier 1
- **Zoning Jurisdiction:** Town of Mooresville (ETJ)
- **Infill:** Yes
- **Voting:** Ward 1 (if annexed)
- **School District:** Iredell-Statesville School District

Annexation Standards

The Town of Mooresville Board of Commissioners set a public hearing upon receiving a complete Voluntary Annexation and Utility Extension Application. Pursuant to North Carolina General Statutes (NCGS) §160A-31, and the Town of Mooresville Voluntary Annexation and Utility Extension Policy, the Town of Mooresville Board of Commissioners may annex by ordinance any area **contiguous** if:

1. ***A petition signed by owners of the real property request annexation is received:*** Application and petition have been received and deemed complete.

2. ***The property directly abuts the municipal boundary or is separated by the width of a street, street right-of-way, railroad right-of-way, or land owned by the municipality or state:*** The site is contiguous to the Foxfield subdivision, which is in Town Limits.

3. ***The same services provided to the primary corporate limits can be provided:*** Yes, see following staff analysis for further information.

The request for consideration meets the standards identified in the NCGS and Town policy for annexation into the Town.

Staff Comments

Planning: No issues with the request.

The subject property is within the Neighborhood Residential of the Future Character and Land Use. The applicant has stated that they intend to continue the current use of a single-family home which is allowed by-right in the Traditional Neighborhood (TN) zoning district and the purpose of annexation is to access Town utilities. However, as this is an annexation request all uses in the district should be considered as no conditions may be added. The property also lies within the WS-IV Protected Area restricting the site to a maximum of 24% built upon area.

Code Compliance: No issues with request

The property has no previous or current compliance issues.

Utilities: No issues with request

Utilities has no issues serving this property. Water and sewer are available. Water has been connected to this property due to an emergency well failure. If this annexation is not approved, water will need to be disconnected.

Public Works: No issues with request

Public Works has no issues serving this property.

Fire: No issues with request

Fire has no issues serving this property.

Police: No issues with request

Police has no issues serving this property.

Town Board Considerations

Annexation and utility extensions are at the full discretion of the Town Board. Therefore, the Board is not required to justify action taken to approve or deny the request (no consistency statement is needed). However, as annexation and utility extensions are amongst the most powerful tools of growth the Town Board may want to consider the following:

- Can the site be serviced at a level comparable to other areas within the Town without a negative impact on Town operating or capital budgets?
- Will the request create a situation in the future in which an unincorporated area is completely encompassed by the Town limits creating a donut hole? Such areas may be difficult to annex at a later date.

- If the site were to develop outside the Town limits, what-if any-adverse effects would that have on the Town? Without utilities the site would likely be unable to develop at the same intensity as enjoyed inside the Town Limits.
- Is the existing or proposed zoning district supporting the goals and objectives set forth by the Town Board?
- For projects that have received site plan approval, is anything provided that goes above and beyond the Town's minimum requirements? Please note that conditions may not be added to annexation and utility requests.
- Is there a compelling reason to grant or deny the request at this time?

Staff Review

The site meets the statutory requirements for voluntary annexation.

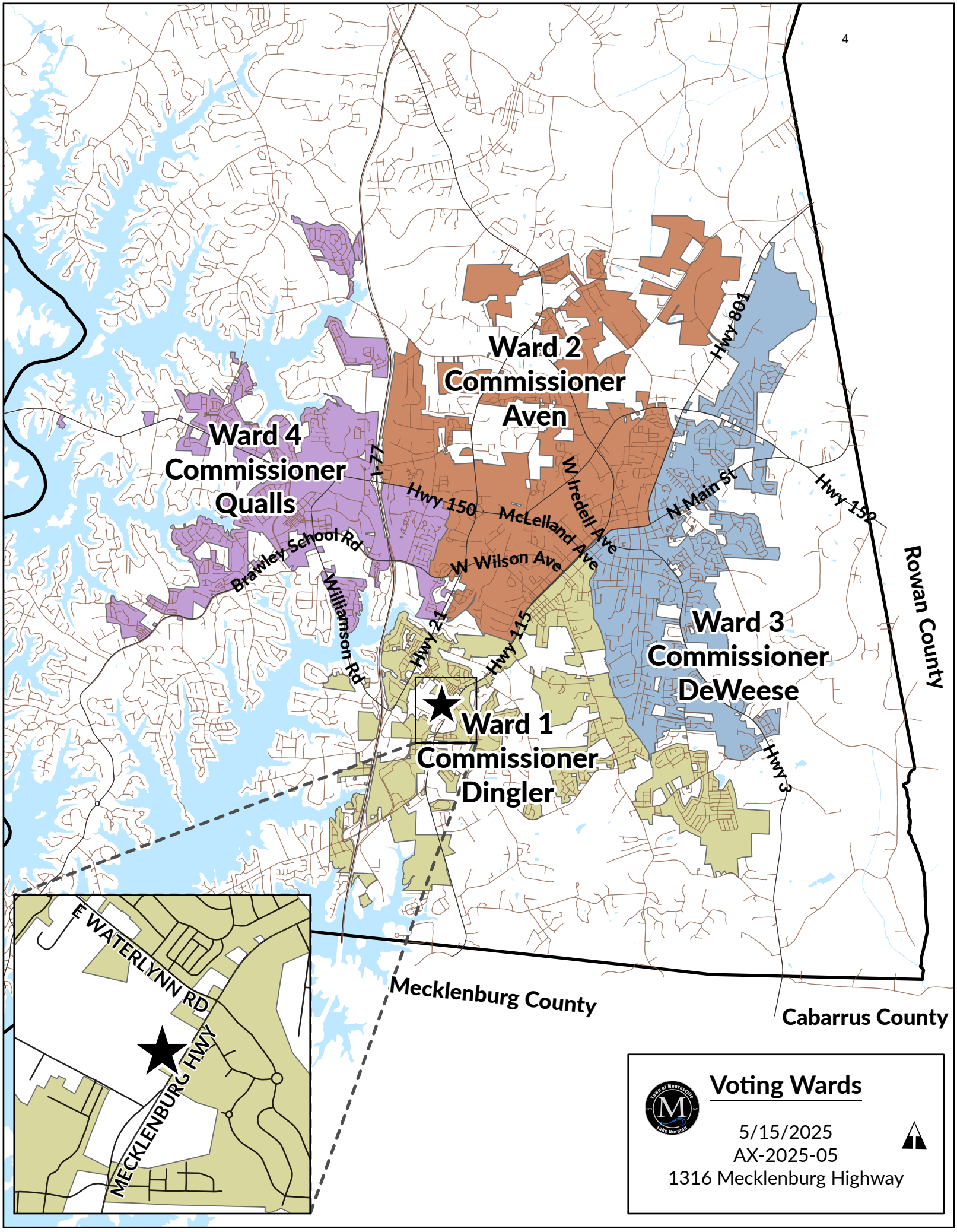
Strategic Priority Area: Individual and Community Economic Vitality.
Strategic Plan Goal: Support development of housing, employment, and educational choices to support economic sustainability.

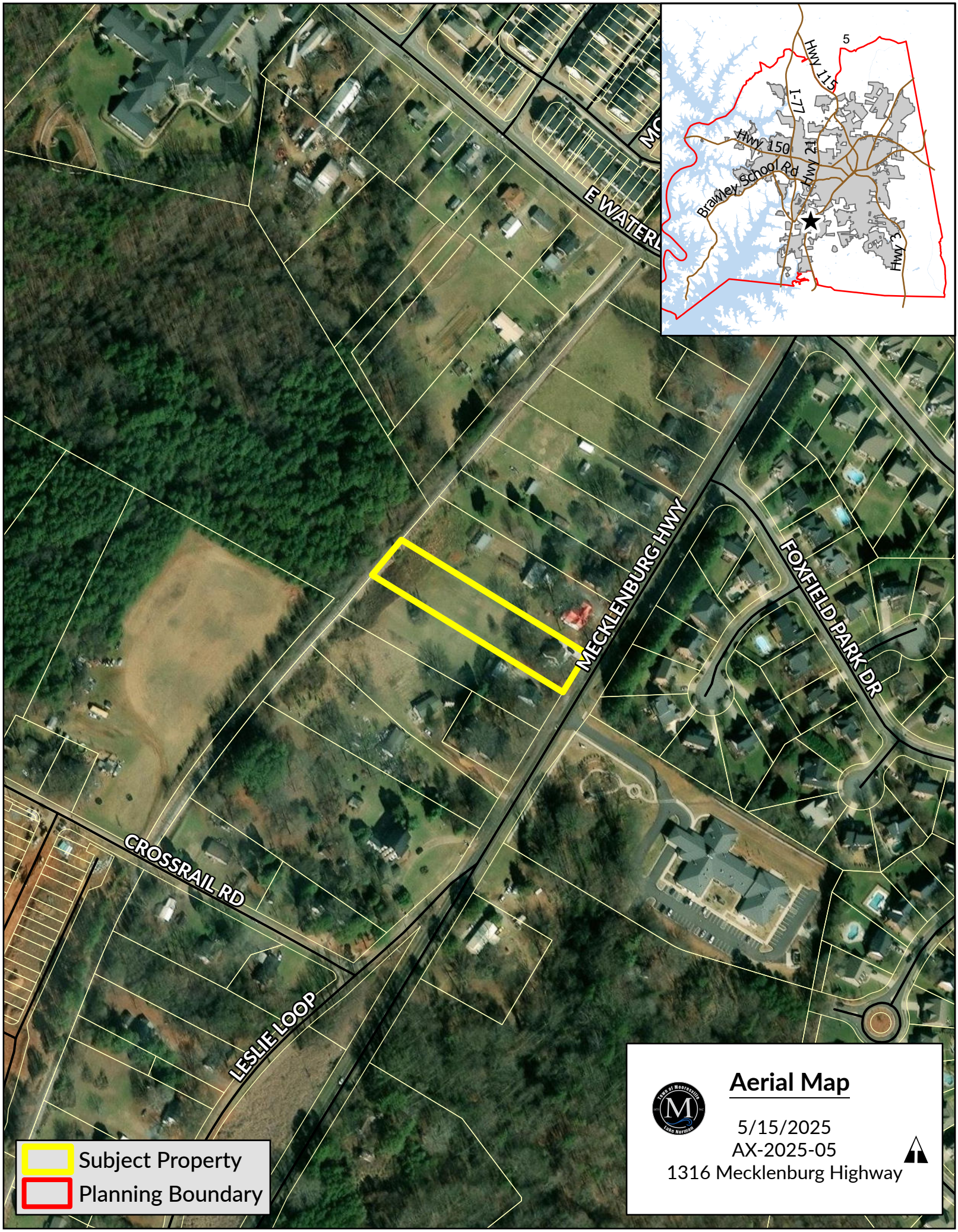
Town Board Options for Annexation

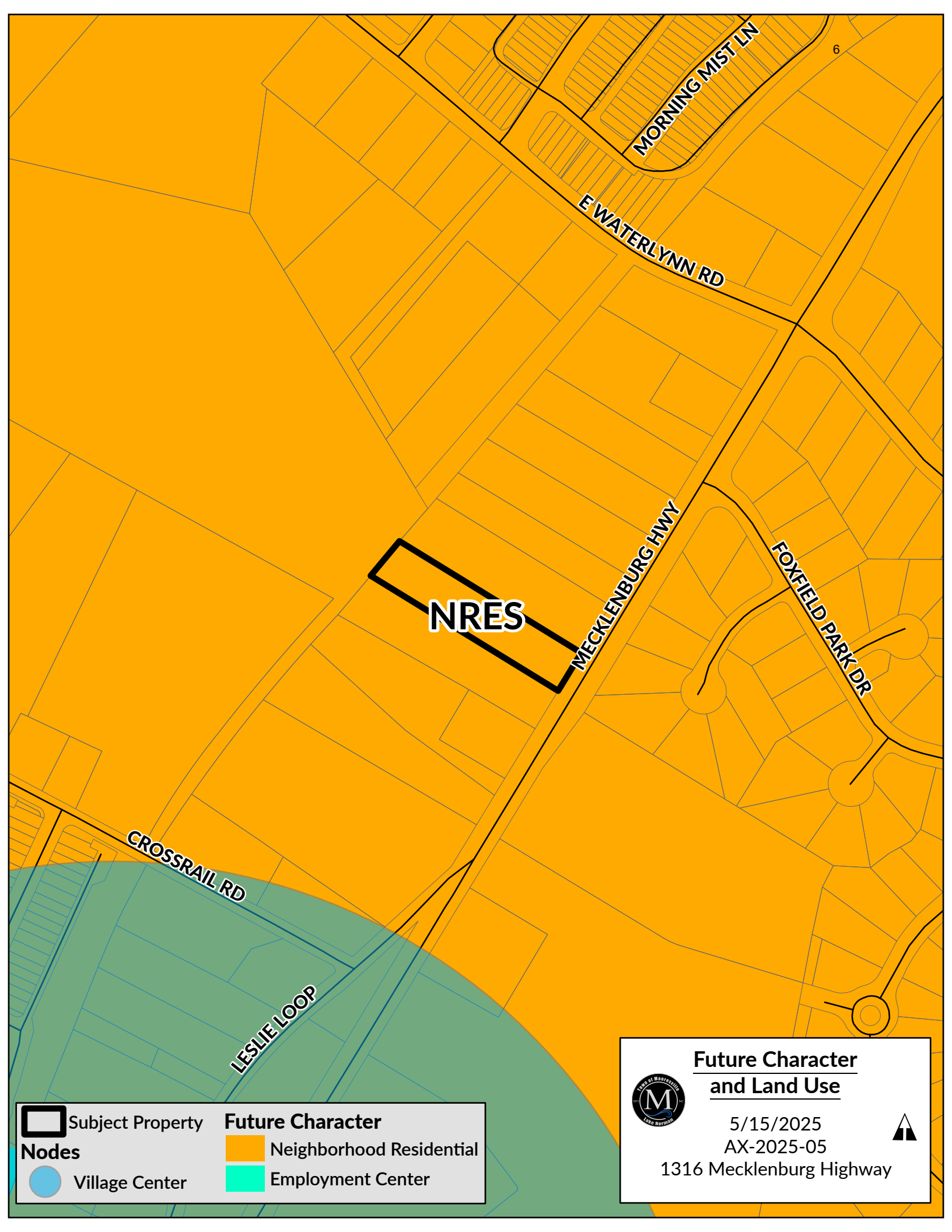
1. Make a motion to **approve** the voluntary annexation ordinance and utility extension request for AX-2025-05: 1316 Mecklenburg Highway.
2. Make a motion to **deny** the voluntary annexation ordinance and utility extension request for AX-2025-05: 1316 Mecklenburg Highway.

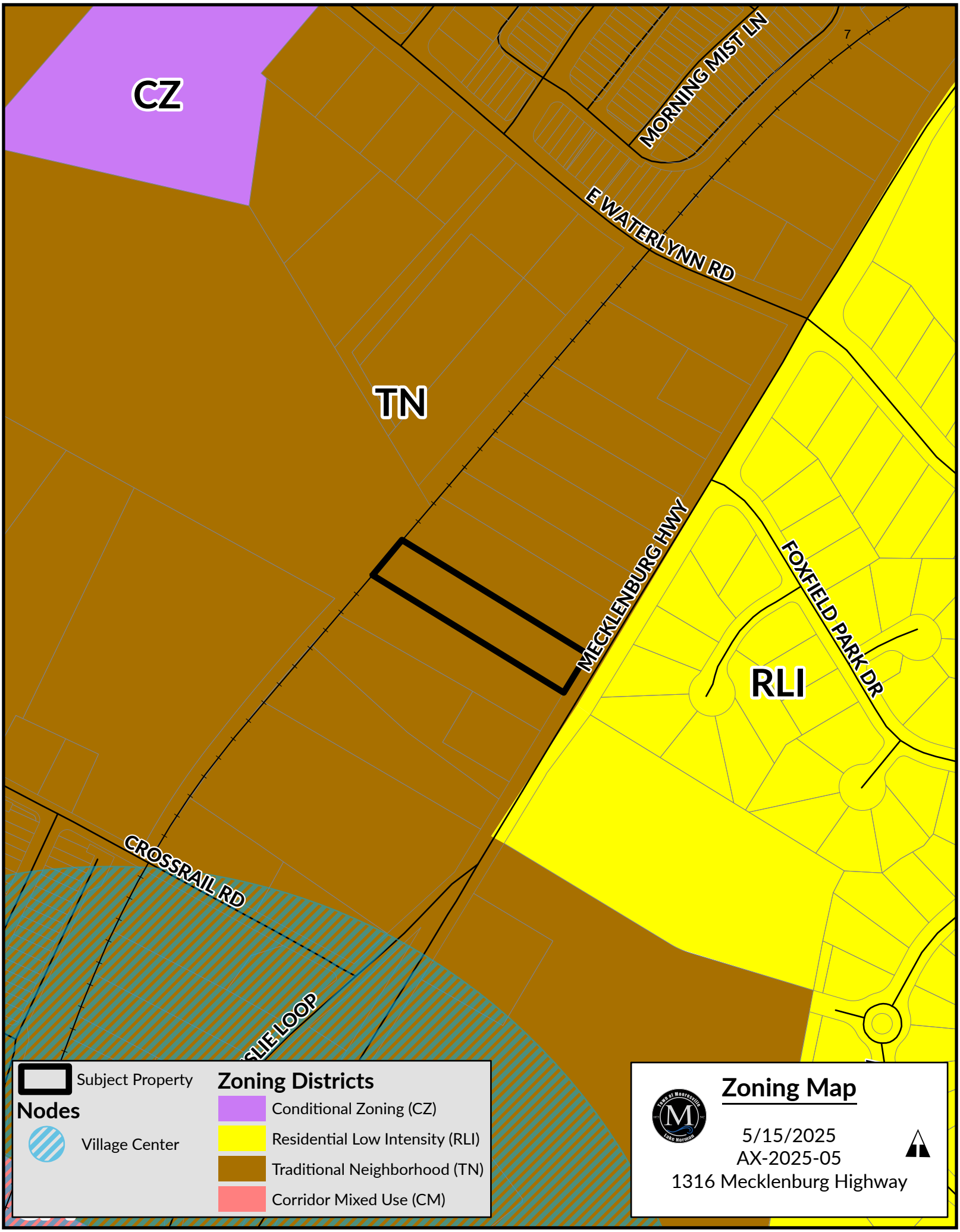
Attachments

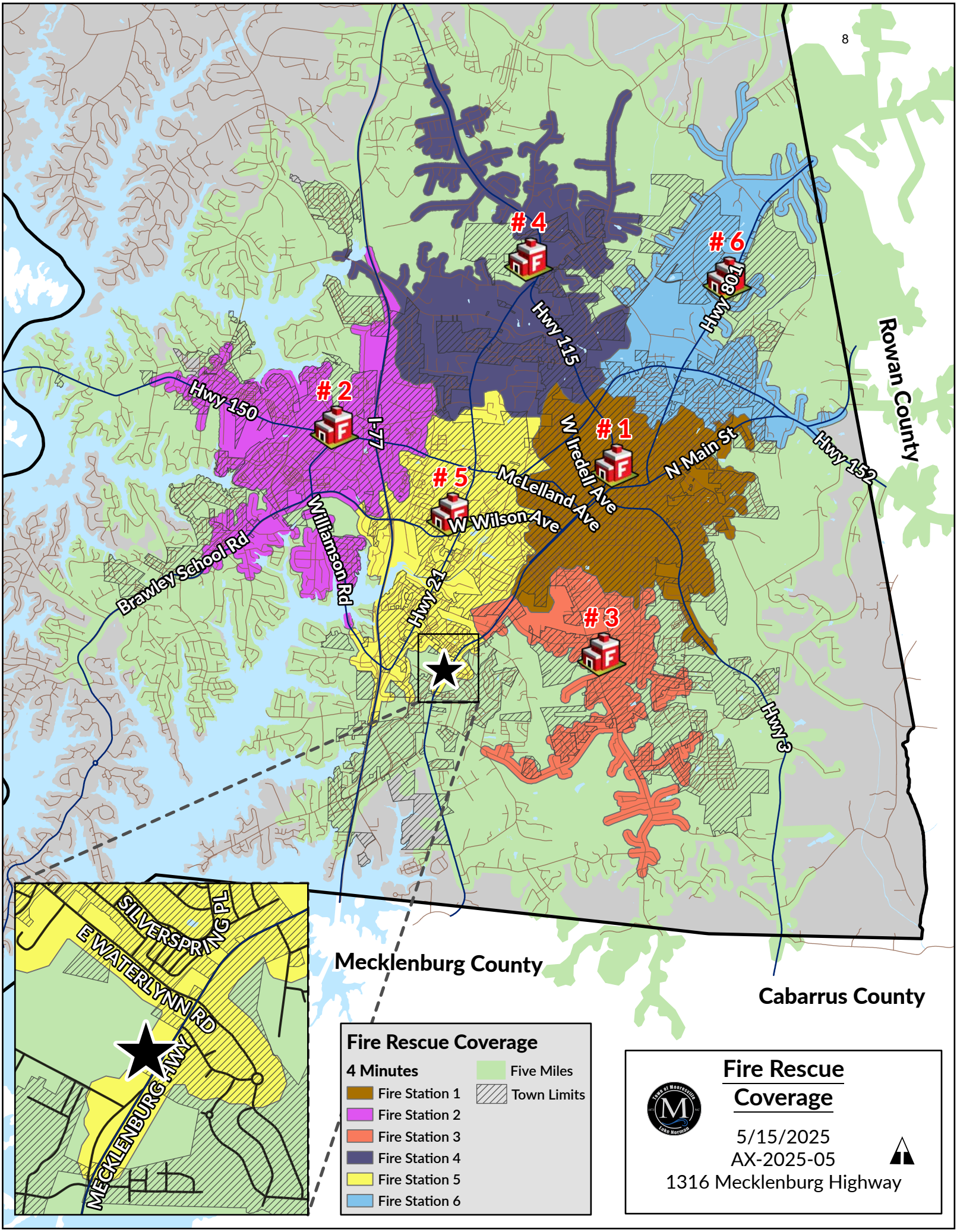
1. Voting Ward Map
2. Aerial Map
3. Tiered Growth & Utilities Map
4. Future Character & Land Use Map
5. Current Zoning
6. Fire Department Service Map
7. Town Limits Map
8. Annexation Application

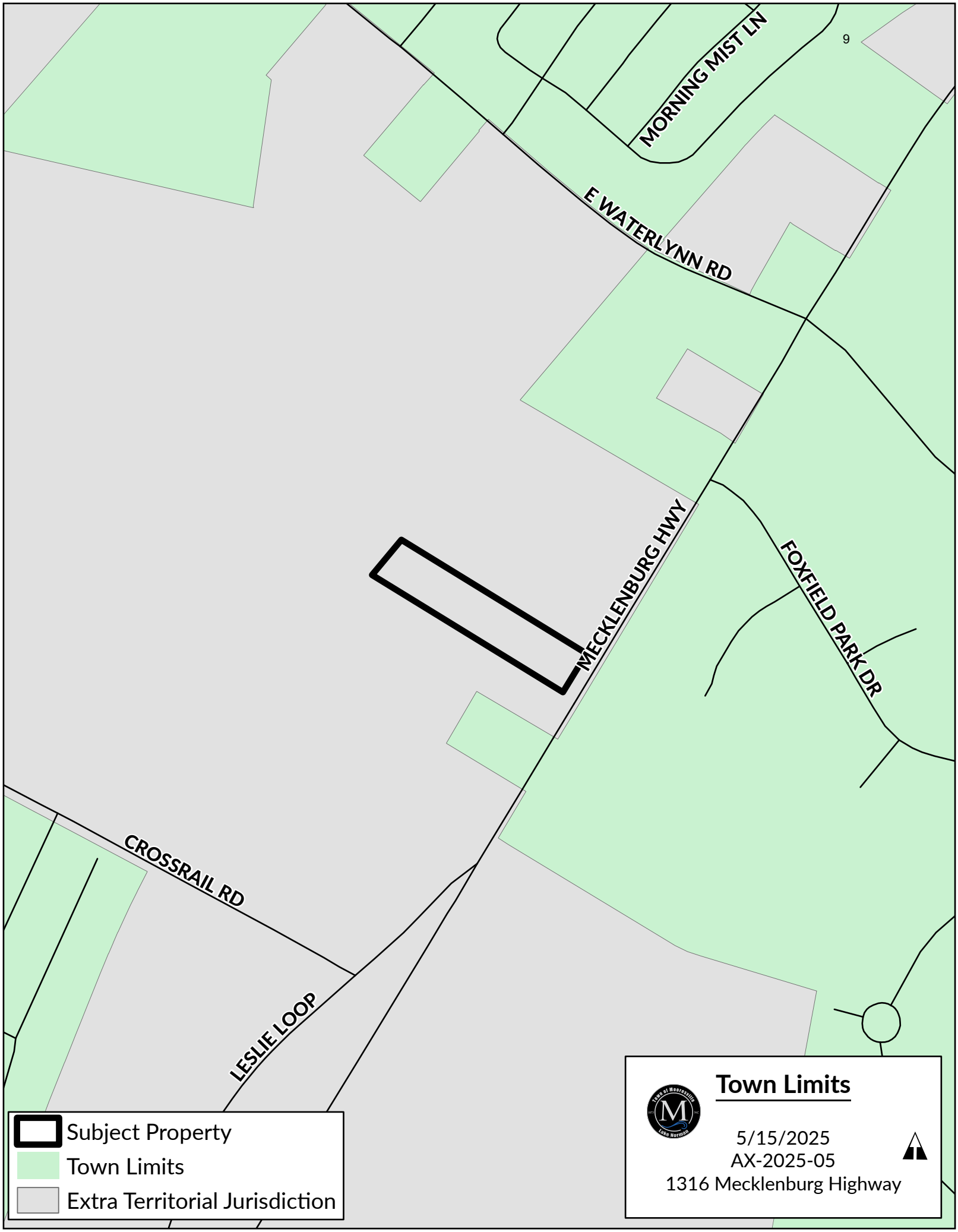

4
Ward 2
Commissioner
Aven
Ward 4
Commissioner
Qualls
Ward 3
Commissioner
DeWeese
Ward 1
Commissioner
Dingler
Hwy 801
Hwy 150
McLelland Ave
W Iredell Ave
N Main St
Hwy 152
Brawley School Rd
W Wilson Ave
Williamson Rd
Hwy 21
Hwy 115
Hwy 3
Rowan County
Mecklenburg County
Cabarrus County
E WATERLYNN RD
MECKLENBURG HWY
Voting Wards
5/15/2025
AX-2025-05
1316 Mecklenburg Highway


E WATERL
MECKLENBURG HWY
FOXFIELD PARK DR
CROSSRAIL RD
LESLIE LOOP
Hwy 115
I-77
Hwy 150
Hwy 21
Brawley School Rd
Hwy 3
5
Subject Property
Planning Boundary
Aerial Map
5/15/2025
AX-2025-05
1316 Mecklenburg Highway


MORNING MIST LN
E WATERLYNN RD
MECKLENBURG HWY
FOXFIELD PARK DR
NRES
CROSSRAIL RD
LESLIE LOOP
Subject Property
Nodes
Village Center
Future Character
Neighborhood Residential
Employment Center
Future Character and Land Use
5/15/2025
AX-2025-05
1316 Mecklenburg Highway


CZ
TN
RLI
MORNING MIST LN
E WATERLYNN RD
MECKLENBURG HWY
FOXFIELD PARK DR
CROSSRAIL RD
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Residential Low Intensity (RLI)
Traditional Neighborhood (TN)
Corridor Mixed Use (CM)
Zoning Map
5/15/2025
AX-2025-05
1316 Mecklenburg Highway


4
6
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Hwy 801
Hwy 150
I-77
W Iredell Ave
N Main St
Hwy 152
McLelland Ave
W Wilson Ave
Williamson Rd
Brawley School Rd
Hwy 21
Hwy 3
Rowan County
Mecklenburg County
Cabarrus County
SILVERSPRING PL
E WATERLYNN RD
MECKLENBURG HWY
Fire Rescue Coverage
4 Minutes
Fire Station 1
Fire Station 2
Fire Station 3
Fire Station 4
Fire Station 5
Fire Station 6
Five Miles
Town Limits
Fire Rescue Coverage
5/15/2025
AX-2025-05
1316 Mecklenburg Highway


MORNING MIST LN
E WATERLYNN RD
MECKLENBURG HWY
FOXFIELD PARK DR
CROSSRAIL RD
LESLIE LOOP
Subject Property
Town Limits
Extra Territorial Jurisdiction
Town Limits
5/15/2025
AX-2025-05
1316 Mecklenburg Highway

Town of Mooresville

Planning and Community Development Department
750 W. Iredell Ave., Mooresville, NC 28115
704-662-7040

Voluntary Annexation Petition (to be completed by each owner)

The undersigned, being all the owners of the real property described in this application respectfully request the annexation of said property to the Town of Mooresville, North Carolina. I hereby acknowledge that:

1. The property is (check box below) and located at 1316 MecKLENBURG HWY Mooresville NC 28115.

- [x] **Contiguous** (property abuts directly on the Primary Corporate Limits of the Town of Mooresville, or is separated by the width of a street, creek/river, or the right-of-way of a railroad, or land owned by the state or another local government), OR
- [ ] **Non-Contiguous** (property is not contiguous to the Primary Corporate Limits of the Town of Mooresville also referred to as satellite)

2. The property is further described in the legal description and survey or plat that accompanies this petition.

3. All streets and utilities within the annexed area will be constructed and installed by the developer or successive property owners according to Town Ordinances.

4. Any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.

5. Any declaration of vested rights and proof thereof, have been submitted along with this annexation petition. I understand my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

6. I understand that that upon annexation my property will be subject to all Town of Mooresville taxes, regulations, and rights.

7. This petition is for voluntary annexation into the Town of Mooresville and subject to final approval of the Town Board of Commissioners.

Art Barraza & Luz Ramirez-Barraza — 7-02-2025

Signature of Property Owner — **Date**

Art Barraza Luz Ramirez-Barraza

Printed Name

Art Barrara & Luz Ramirez Barraza **personally appeared before me this day and acknowledged the witness by my hand and official seal this the** 2nd **day of** July, 2025.

Notary Signature Lisa M Smith

Notary Printed Name L.isa M. Smith

My commission expires 5-30-29

LISA M SMITH NOTARY PUBLIC CATAWBA COUNTY, NC My Commission Expires 05-30-29

Town of Mooresville

Planning and Community Development Department
413 North Main St., Mooresville, NC 28115
704-662-7040

Voluntary Annexation and Utility Extension Application

Applicant	
Applicant/Company: Arturo Barraza	
Contact Person: Arturo Barraza	
Project Role: Owner	
Address: 1316 Mecklenburg Hwy. Mooresville, NC 28115	
Phone: 704-622-9116	Email: artbarraza1@gmail.com
Property Owner	
Property Owner: Arturo Barraza and Luz Ramirez Barraza	
Contact Person: Arturo Barraza	
Address: 1316 Mecklenburg Hwy. Mooresville, NC 28115	
Phone: 704-622-9116	Email: artbarraza1@gmail.com
Project Information	
Project Name: Annexation 1316 Mecklenburg Hwy	
Project Address: 1316 Mecklenburg Hwy. Mooresville, NC 28115	
Parcel Identification Number(s) (PIN): 4656116373	
Acreage: 1.16	
Current Zoning District(s): Traditional Neighborhood (TN)	
Rezoning Proposed: ☒ No ☐ Yes. If yes, please submit a rezoning application concurrently with your annexation and utility extension request.	
Project Description/Reason for Requesting Annexation: Emergency annexation for Town utilities (water) due to well failure.	

Town of Mooresville

Planning and Community Development Department
413 North Main St., Mooresville, NC 28115
704-662-7040

Voluntary Annexation and Utility Extension Application

Minimum Requirements for Submittal
☒ Notarized petition of all property owners requesting annexation ☒ Original signed mylar plat of properties requested to be annexed labeled as "Annexation Plat for the Town of Mooresville, NC" with annexation certificate block ☒ Printed legal description of properties in paragraph form ☒ Electronic Word file of legal description ☒ Rezoning application, if applicable ☒ Proof of any vested rights claimed for properties requested to be annexed, if applicable ☒ Application Fee (per Application Fee Schedule)
Please note: ALL property owners must sign petition for it to be valid. Executors of estates cannot sign annexation petition.
Acknowledgements and Signatures
We the undersigned owners of real property believe that the area described herein meets the requirements of G.S. 160A-31 and/or G.S. 160A-58.1, and respectfully request that the area be annexed to the Town of Mooresville. The information on this application is complete and accurate, and I am authorized to submit this application. I understand that that upon annexation my property will be subject to all Town of Mooresville taxes, regulations, and rights. I authorize the subject property to be posted, inspected, and grant permission to the Town of Mooresville to collect relevant property data and imagery with the use of drone technology. The Town of Mooresville assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.
Property Owner Signature: Luz Romero Barron Date: 7-02-2025 7.2.25.
Property Owner Signature: Date:
Property Owner Signature: Date:

ORDINANCE No. 2025-

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF MOORESVILLE, NORTH CAROLINA

Arturo Barraza and spouse, Luz Ramirez-Barraza

1316 Mecklenburg Highway

PIN: 4656-11-6373

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-31 to annex the area described on the attached; and

WHEREAS, the Board of Commissioners has directed the Town Clerk to investigate the sufficiency of the petitions; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and that on August 4, 2025, the public hearing on the question of this annexation was held at Mooresville Town Hall located at 413 North Main Street after due notice by publication in the Mooresville Tribune on July 19, 2025 and July 26, 2025; and

WHEREAS, the Board of Commissioners finds that the petition meets the requirements of G.S. 160A-31.

NOW, THEREFORE, BE IT ORDAINED that the Board of Commissioners of the Town of Mooresville, North Carolina that:

Section 1: By virtue of the authority granted by G.S. 160A-31, the territory described in the attached property description and in Iredell County Registry Book 2668 Pages 1866-1867 is hereby annexed and made part of the Town of Mooresville as of

DRAFT

August 4, 2025 and, at the time of annexation, will be located in Ward 1 of the Town of Mooresville.

Section 2: Upon and after August 4, 2025, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Mooresville and shall be entitled to the same privileges and benefits as other parts of the Town of Mooresville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3: The Clerk of the Town of Mooresville 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 hereof, 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.

Adopted this 4th day of August 2025

_____
Christopher S. Carney, Mayor

ATTEST:

_____
Jane Crosby, Town Clerk

DRAFT

Beginning at a stake on the western edge of U.S. and N.C. Highway No. 21, 100 feet about North from Jim Crawford's corner; thence with the western edge of said Highway North 32 East 100 feet to a stake, Harris' corner; thence with Harris's line North 58 West 500 feet more or less to the center of the A.T & O. Railroad, Harris; corner; thence with the center of the said Railroad South West 100 feet to Harris' corner in center of the said railroad; thence Harris' line South 56 East 515.5 feet to the beginning corner.

1

BK 2668 PG 1866 - 1867

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

CLERK'S CERTIFICATION

I, Jane Crosby, Town Clerk, Town of Mooresville, North Carolina, do hereby certify the foregoing is a true and correct copy of Annexation Ordinance No. 2025-_____, adopted at a meeting of the Board of Commissioners, on the _____ day of _____, 2025, the original of which will be on file in the Office of the Town Clerk of Mooresville, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Mooresville, North Carolina, this _____ day of _____, 2025.

_____

Jane Crosby, Town Clerk

(seal)

Town of Mooresville
Board of Commissioners

To:	Honorable Mayor and Board of Commissioners
From:	Planning & Community Development
Subject:	Consider a request from the Planning and Community Development Department to adopt an Ordinance for Annexation request AX-2025-07 for a 4.697-acre site located at 754 Oakridge Farm Highway (PIN#s: 4668404551 and 4668405727).
Type:	Public Hearing
Date:	August 4, 2025

SUMMARY:	Hold a public hearing to consider a Voluntary Annexation and Utility Extension request from All About You Holdings, LLC, (AX-2025-07) for a 4.697-acre site located at 754 Oakridge Farm Highway (PIN#s: 4668405727 and 4668404551).
STRATEGIC PRIORITY AREAS AND GOALS:	Strategic Priority Area: Individual and Community Economic Vitality Goal: Support development of housing, employment, and educational choices to support economic sustainability
ACTION RECOMMENDED:	1. Make a motion to approve the voluntary annexation ordinance and utility extension request for AX-2025-07: 754 Oakridge Farm Highway. 2. Make a motion to deny the voluntary annexation ordinance and utility extension request for AX-2025-07: 754 Oakridge Farm Highway.

ATTACHMENTS:

AX-2025-07 Town Board Staff Report Packet.pdf

AX-2025-07 754 Oakridge Farm Hwy Ord_Desc_Plat_Cert v.2 07.22.2025.pdf

Town of Mooresville

Board of Commissioners Staff Report

From: Veronica Bateson, Planner 2

Date: August 4, 2025

Project: AX-2025-07: 754 Oakridge Farm Highway

Request

Hold a public hearing to consider a voluntary annexation and utility extension request from All About You Holdings, LLC, (AX-2025-07) for a 4.697 -acre site located at 754 Oakridge Farm Highway (PINS: 4668404551 and 4668405727).

Project Description

- **Property Owner:** All About You Holdings, LLC
- **Applicant:** Mylinh Tu
- **Property Addresses:** 754 Oakridge Farm Highway
- **Acreage:** 4.697 (per survey)
- **PINS:** 4668404551 and 4668405727
- **Annexation Type:** Contiguous, Voluntary
- **Tiered Growth Map:** Tier 1
- **Zoning Jurisdiction:** Town of Mooresville (ETJ)
- **Infill:** Yes
- **Voting:** Ward 2 (if annexed)
- **School District:** Mooresville Graded School District

Annexation Standards

The Town of Mooresville Board of Commissioners set a public hearing upon receiving a complete Voluntary Annexation and Utility Extension Application. Pursuant to North Carolina General Statutes (NCGS) §160A-31, and the Town of Mooresville Voluntary Annexation and Utility Extension Policy, the Town of Mooresville Board of Commissioners may annex by ordinance any area **contiguous** if:

1. ***A petition signed by owners of the real property request annexation is received:*** Application and petition have been received and deemed complete.

2. ***The property directly abuts the municipal boundary or is separated by the width of a street, street right-of-way, railroad right-of-way, or land***

owned by the municipality or state: The site is contiguous to the Tall Oaks mixed use development to the East, the Bluffs at Tall Oaks single-family community to the South and multiple commercial businesses along Oakridge Farm Highway respectively, which are all in Town Limits.

3. ***The same services provided to the primary corporate limits can be provided:*** Yes, see following staff analysis for further information.

The request for consideration meets the standards identified in the NCGS and Town policy for annexation into the Town.

Staff Comments

Planning: No issues with the request.

The subject property is within the Mixed Use Corridor of the Future Character and Land Use. The applicant has stated that they intend to build a small retail use which is allowed by-right in the Hybrid Light Industrial (HLI) zoning district and the purpose of annexation is to access Town utilities. However, as this is an annexation request all uses in the district should be considered as no conditions may be added. The subject property has many development challenges including Town sewer line easements and a stream buffer. The property also lies within the WS-II Balance of Watershed restricting the site to a maximum of 12% built upon area.

Code Compliance: No issues with the request.

The property has no previous or current compliance issues.

Utilities: No issues with the request.

Water and sewer are available.

Public Works: No issues with request

Utilities has no issue as sewer and water are on site or directly adjacent.

Fire: No issues with request

Fire has no issues serving this property.

Police: No issues with request

The property is within and adjacent to a patrol zone and crash response area. There are no issues for the police department to service the area.

Town Board Considerations

Annexation and utility extensions are at the full discretion of the Town Board. Therefore, the Board is not required to justify action taken to approve or deny the request (no consistency statement is needed). However, as annexation and utility extensions are amongst the most powerful tools of growth the Town Board may want to consider the following:

- Can the site be serviced at a level comparable to other areas within the Town without a negative impact on Town operating or capital budgets?
- Will the request create a situation in the future in which an unincorporated area is completely encompassed by the Town limits creating a donut hole? Such areas may be difficult to annex at a later date.

- If the site were to develop outside the Town limits, what-if any-adverse effects would that have on the Town? Without utilities the site would likely be unable to develop at the same intensity as enjoyed inside the Town Limits.
- Is the existing or proposed zoning district supporting the goals and objectives set forth by the Town Board?
- For projects that have received site plan approval, is anything provided that goes above and beyond the Town's minimum requirements? Please note that conditions may not be added to annexation and utility requests.
- Is there a compelling reason to grant or deny the request at this time?

Staff Review

The site meets the statutory requirements for voluntary annexation.

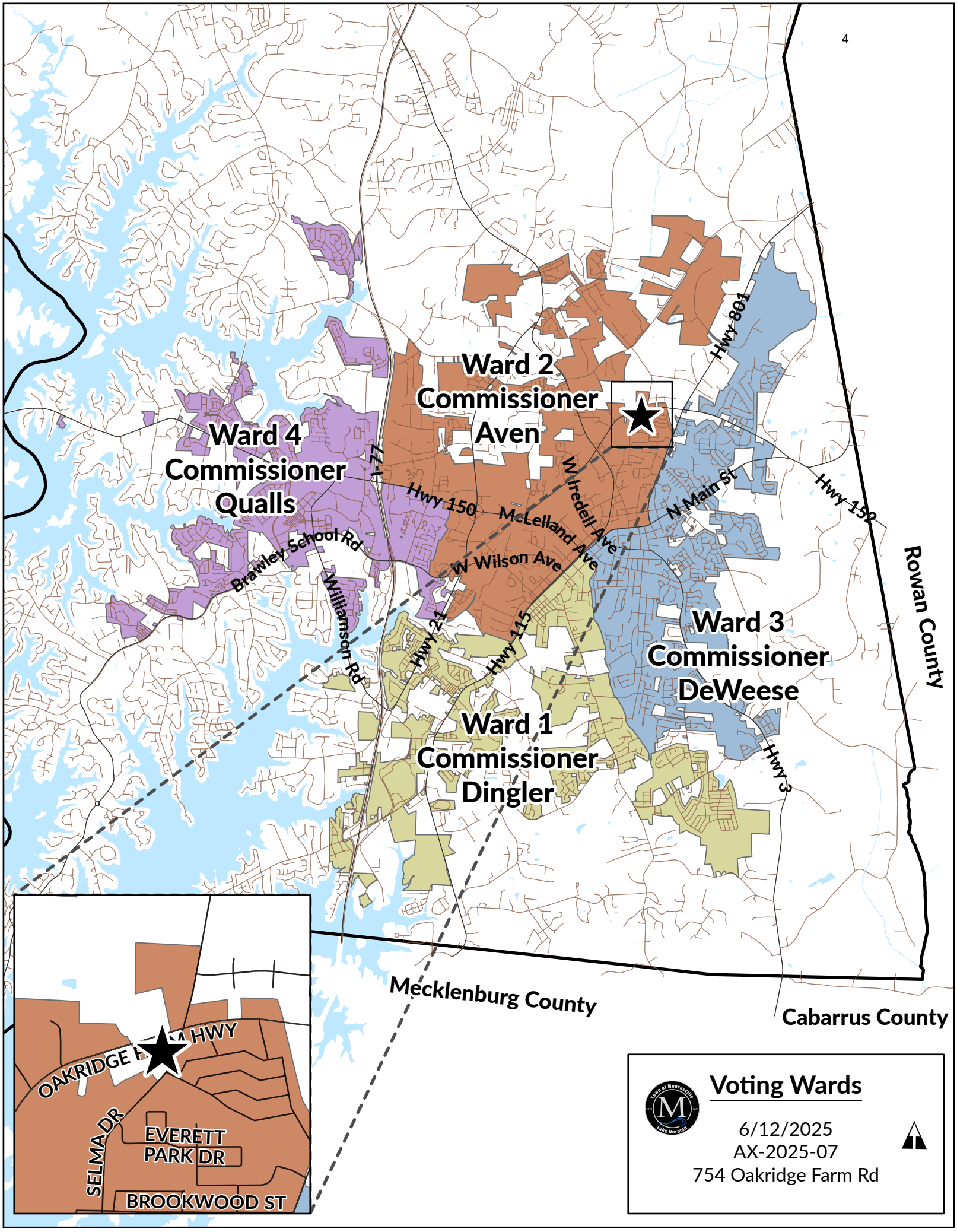
Strategic Priority Area: Individual and Community Economic Vitality.
Strategic Plan Goal: Support development of housing, employment, and educational choices to support economic sustainability.

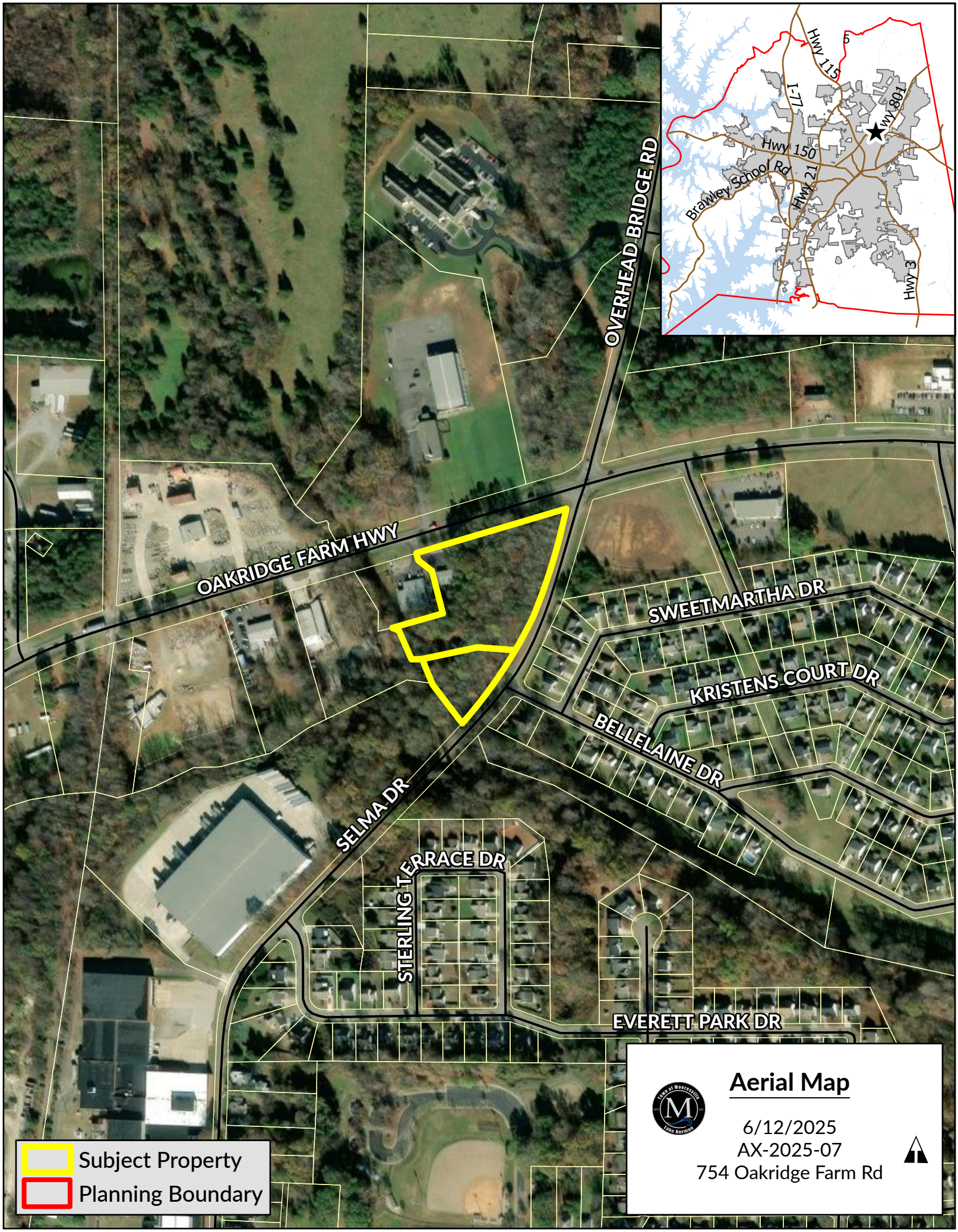
Town Board Options for Annexation

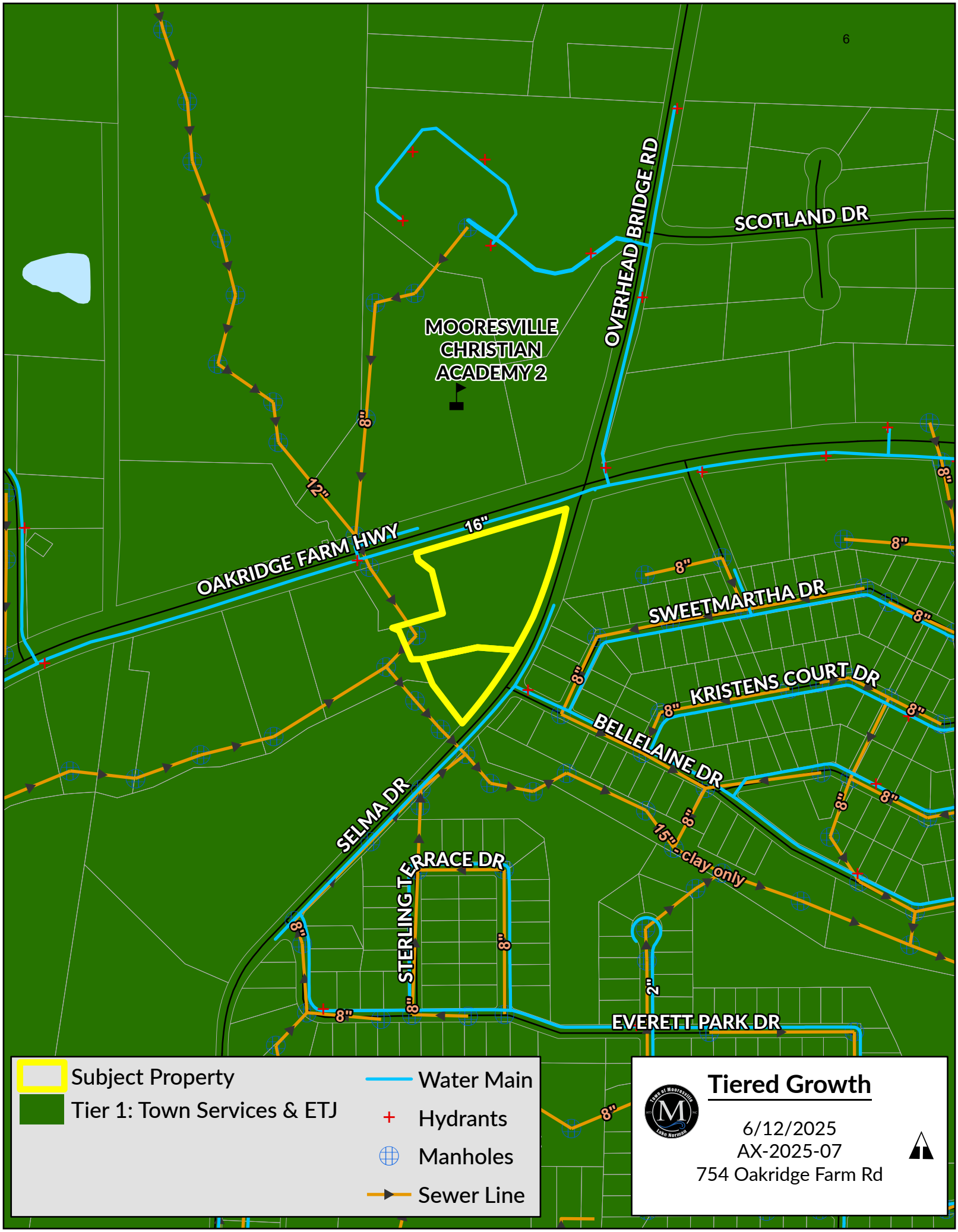
1. Make a motion to **approve** the voluntary annexation ordinance and utility extension request for AX-2025-07: 754 Oakridge Farm Highway.
2. Make a motion to **deny** the voluntary annexation ordinance and utility extension request for AX-2025-07: 754 Oakridge Farm Highway.

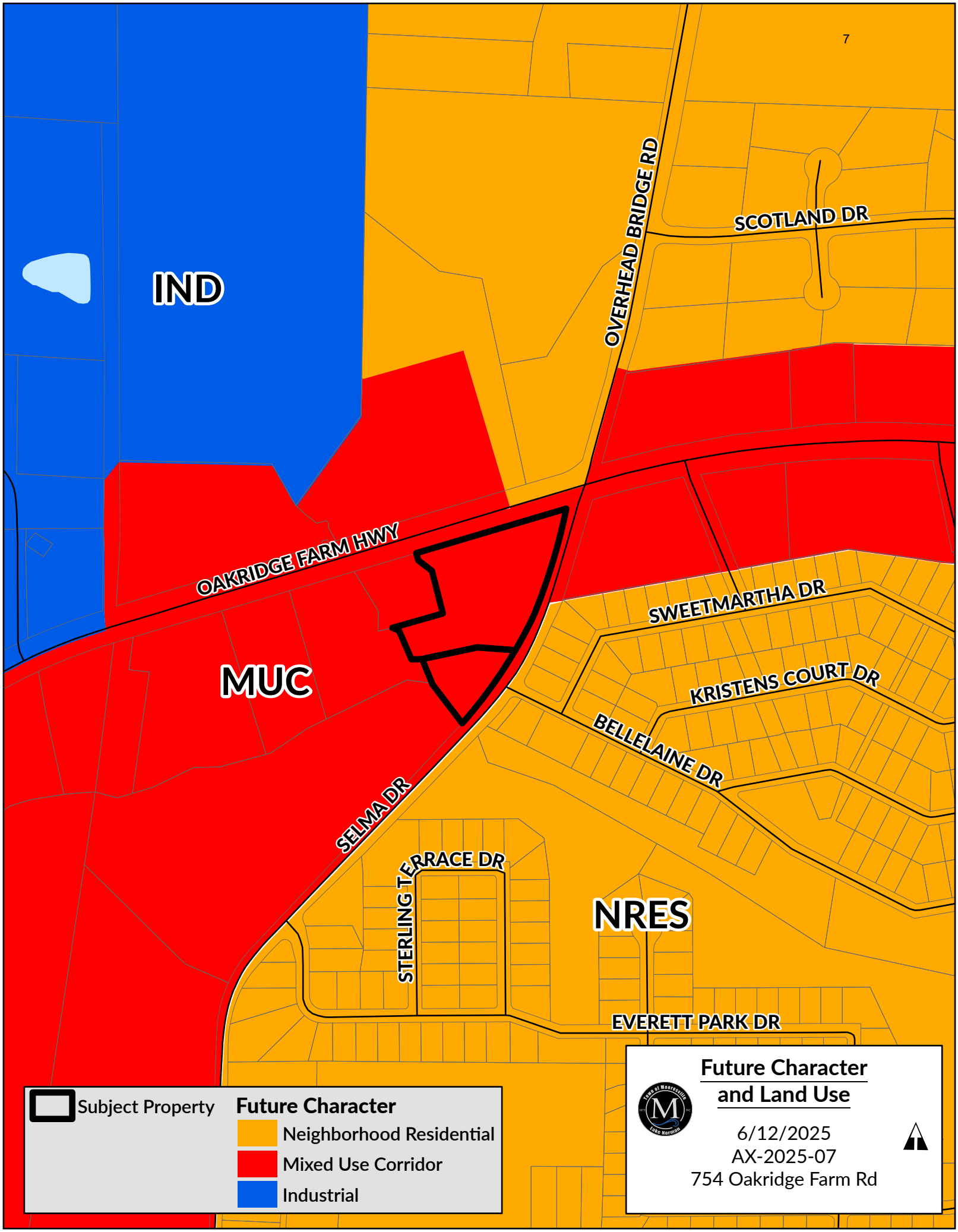
Attachments

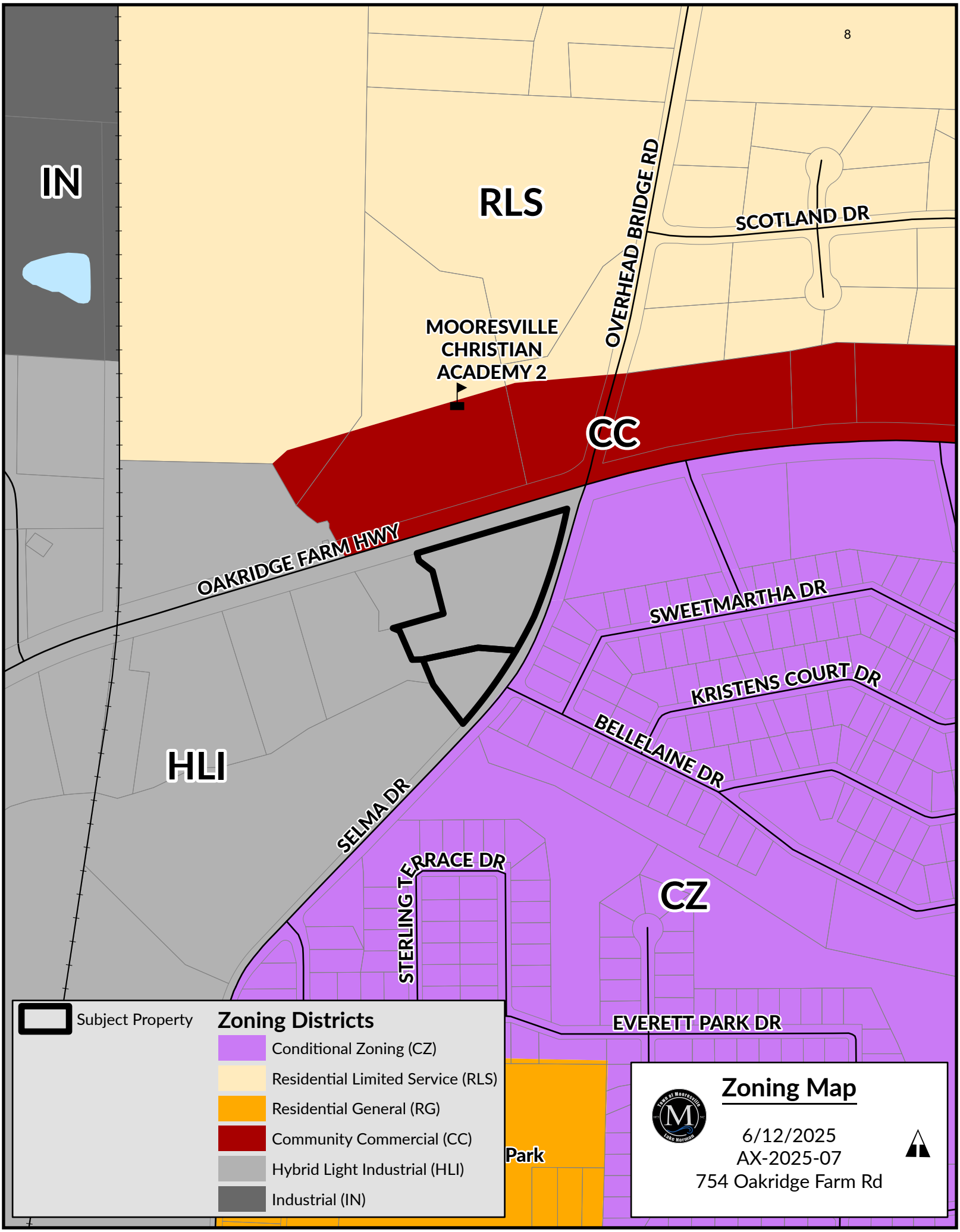
1. Voting Ward Map
2. Aerial Map
3. Tiered Growth & Utilities Map
4. Future Character & Land Use Map
5. Current Zoning
6. Fire Department Service Map
7. Town Limits Map
8. Annexation Application and Plat

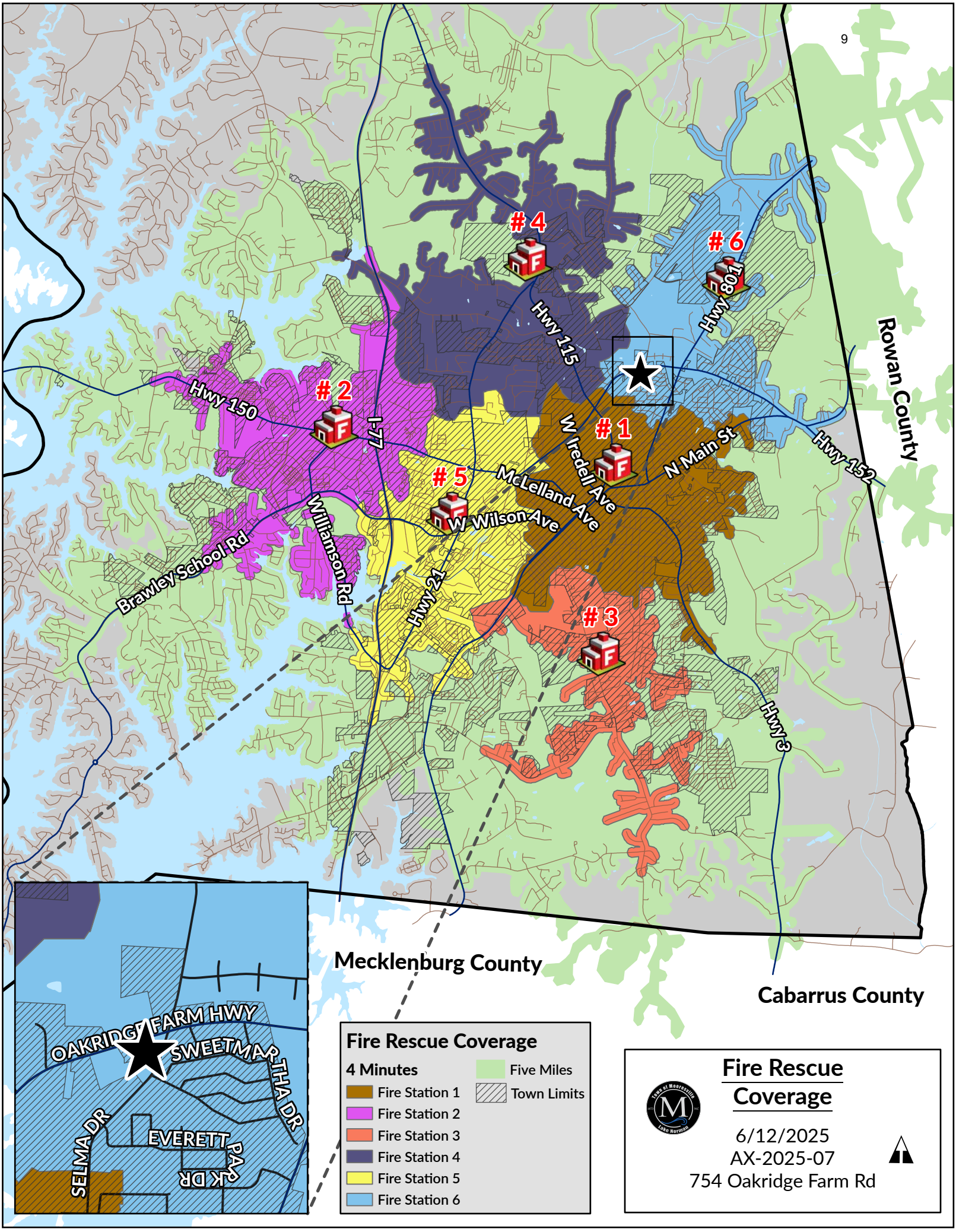

4
Ward 2
Commissioner
Aven
Ward 4
Commissioner
Qualls
Ward 3
Commissioner
DeWeese
Ward 1
Commissioner
Dingler
Hwy 801
Hwy 150
McLelland Ave
W Iredell Ave
N Main St
Hwy 152
W Wilson Ave
Brawley School Rd
Williamson Rd
Hwy 21
Hwy 115
Hwy 3
Rowan County
Mecklenburg County
Cabarrus County
OAKRIDGE FARM HWY
SELMA DR
EVERETT
PARK DR
BROOKWOOD ST
Voting Wards
6/12/2025
AX-2025-07
754 Oakridge Farm Rd

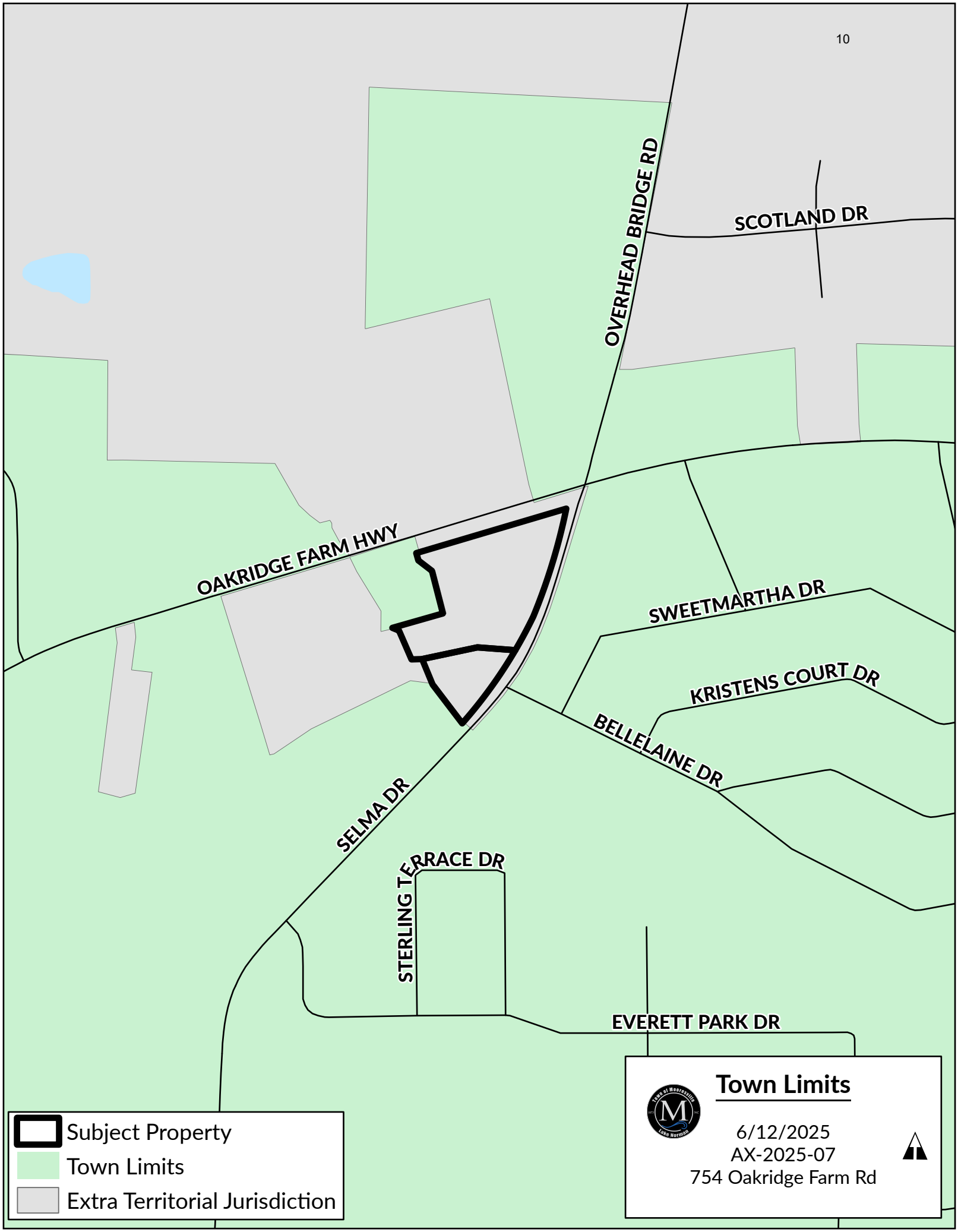

OVERHEAD BRIDGE RD
OAKRIDGE FARM HWY
SWEETMARTHA DR
KRISTENS COURT DR
BELLELAINE DR
SELMA DR
STERLING TERRACE DR
EVERETT PARK DR
Hwy 115
I-77
Hwy 150
Brawley School Rd
Hwy 21
Hwy 801
Hwy 3
Subject Property
Planning Boundary
Aerial Map
6/12/2025
AX-2025-07
754 Oakridge Farm Rd


6
OVERHEAD BRIDGE RD
SCOTLAND DR
MOORESVILLE CHRISTIAN ACADEMY 2
OAKRIDGE FARM HWY
16"
12"
8"
SWEETMARTHA DR
KRISTENS COURT DR
BELLELAINE DR
SELMA DR
STERLING TERRACE DR
15" - clay only
2"
EVERETT PARK DR
Subject Property
Tier 1: Town Services & ETJ
Water Main
Hydrants
Manholes
Sewer Line
Tiered Growth
6/12/2025
AX-2025-07
754 Oakridge Farm Rd


IND
MUC
NRES
OVERHEAD BRIDGE RD
SCOTLAND DR
OAKRIDGE FARM HWY
SWEETMARTHA DR
KRISTENS COURT DR
BELLELAINE DR
SELMA DR
STERLING TERRACE DR
EVERETT PARK DR
Subject Property
Future Character
Neighborhood Residential
Mixed Use Corridor
Industrial
Future Character and Land Use
6/12/2025
AX-2025-07
754 Oakridge Farm Rd


8
IN
RLS
OVERHEAD BRIDGE RD
SCOTLAND DR
MOORESVILLE CHRISTIAN ACADEMY 2
CC
OAKRIDGE FARM HWY
SWEETMARTHA DR
KRISTENS COURT DR
BELLELAINE DR
HLI
SELMA DR
STERLING TERRACE DR
CZ
EVERETT PARK DR
Park
Subject Property
Zoning Districts
Conditional Zoning (CZ)
Residential Limited Service (RLS)
Residential General (RG)
Community Commercial (CC)
Hybrid Light Industrial (HLI)
Industrial (IN)
Zoning Map
6/12/2025
AX-2025-07
754 Oakridge Farm Rd


4
6
2
1
5
3
Hwy 115
Hwy 801
Hwy 150
I-77
W Iredell Ave
N Main St
Hwy 152
Rowan County
McLelland Ave
W Wilson Ave
Williamson Rd
Brawley School Rd
Hwy 21
Hwy 3
Mecklenburg County
Cabarrus County
OAKRIDGE FARM HWY
SWEETMARTHA DR
SELMA DR
EVERETT PARK DR
Fire Rescue Coverage
4 Minutes
Fire Station 1
Fire Station 2
Fire Station 3
Fire Station 4
Fire Station 5
Fire Station 6
Five Miles
Town Limits
Fire Rescue Coverage
6/12/2025
AX-2025-07
754 Oakridge Farm Rd


10
OVERHEAD BRIDGE RD
SCOTLAND DR
OAKRIDGE FARM HWY
SWEETMARTHA DR
KRISTENS COURT DR
BELLELAINE DR
SELMA DR
STERLING TERRACE DR
EVERETT PARK DR
Subject Property
Town Limits
Extra Territorial Jurisdiction
Town Limits
6/12/2025
AX-2025-07
754 Oakridge Farm Rd

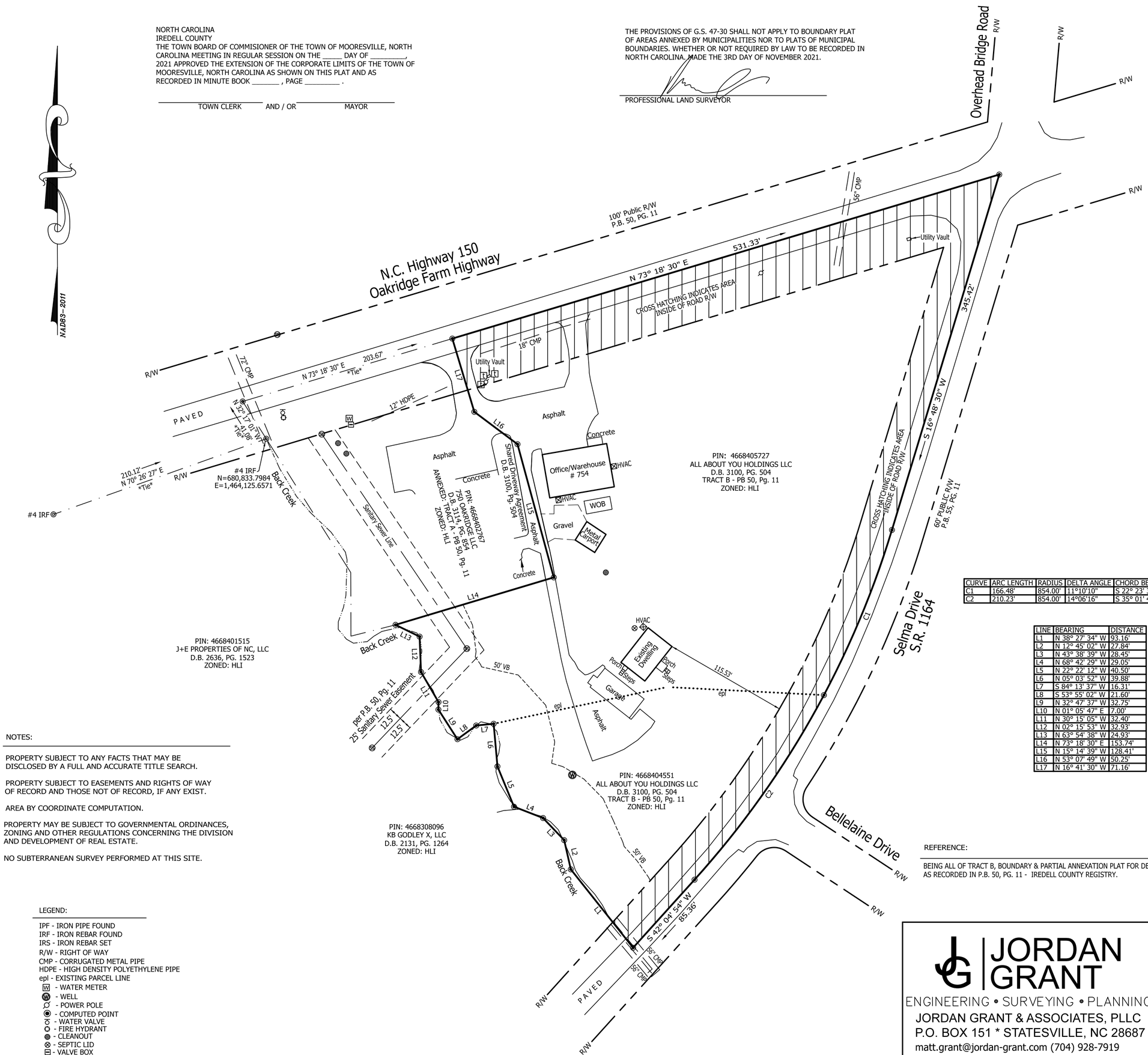
NORTH CAROLINA
IREDELL COUNTY
THE TOWN BOARD OF COMMISIONER OF THE TOWN OF MOORESVILLE, NORTH CAROLINA MEETING IN REGULAR SESSION ON THE _____ DAY OF _____, 2021 APPROVED THE EXTENSION OF THE CORPORATE LIMITS OF THE TOWN OF MOORESVILLE, NORTH CAROLINA AS SHOWN ON THIS PLAT AND AS RECORDED IN MINUTE BOOK _____ , PAGE _____ .

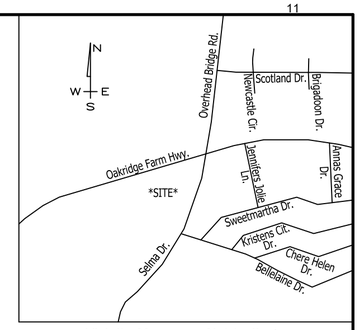
_____ AND / OR _____
TOWN CLERK MAYOR

THE PROVISIONS OF G.S. 47-30 SHALL NOT APPLY TO BOUNDARY PLAT OF AREAS ANNEXED BY MUNICIPALITIES NOR TO PLATS OF MUNICIPAL BOUNDARIES. WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED IN NORTH CAROLINA. MADE THE 3RD DAY OF NOVEMBER 2021.

PROFESSIONAL LAND SURVEYOR

NAD83 - 2011





Vicinity Map - Not to Scale

STATE OF NORTH CAROLINA, IREDELL COUNTY,
I, MATTHEW I. GRANT, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE RATIO OF PRECISION IS 1: 10,000; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEED BOOK 3100, PAGE 504, THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS. 47-30 AS AMENDED. WITNESS MY SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 30th DAY OF MAY, 2025.

I, MATTHEW I. GRANT, HEREBY CERTIFY THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTIONS TO THE DEFINITION OF SUBDIVISION IN ACCORDANCE WITH G.S. 47-30 (f)(11)(d).

NORTH CAROLINA PROFESSIONAL SEAL L-5208 LAND SURVEYOR MATTHEW I. GRANT

Matthew I. Grant, P.L.S. License #5208

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	166.48'	854.00'	11°10'10"	S 22° 23' 34" W	166.22'
C2	210.23'	854.00'	14°06'16"	S 35° 01' 47" W	209.70'

LINE	BEARING	DISTANCE
L1	N 38° 27' 34" W	93.16'
L2	N 12° 45' 02" W	27.84'
L3	N 43° 38' 39" W	28.45'
L4	N 68° 42' 29" W	29.05'
L5	N 22° 22' 12" W	40.50'
L6	N 05° 03' 52" W	39.88'
L7	S 84° 13' 37" W	16.31'
L8	S 53° 55' 02" W	21.60'
L9	N 32° 47' 37" W	32.75'
L10	N 01° 05' 47" E	7.00'
L11	N 30° 15' 05" W	32.40'
L12	N 02° 15' 53" W	32.93'
L13	N 63° 54' 38" W	24.93'
L14	N 73° 18' 30" E	153.74'
L15	N 15° 14' 39" W	128.41'
L16	N 53° 07' 49" W	50.25'
L17	N 16° 41' 30" W	71.16'

Area Inside Road R/W
(47,593.53 SF.)
(1.093 AC.)

Area Outside Road R/W
(156,997.81 SF.)
(3.604 AC.)

Total Area:
204,591.34 Sq. Ft.
4.697 Acres

NOTES:

PROPERTY SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

PROPERTY SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD AND THOSE NOT OF RECORD, IF ANY EXIST.

AREA BY COORDINATE COMPUTATION.

PROPERTY MAY BE SUBJECT TO GOVERNMENTAL ORDINANCES, ZONING AND OTHER REGULATIONS CONCERNING THE DIVISION AND DEVELOPMENT OF REAL ESTATE.

NO SUBTERRANEAN SURVEY PERFORMED AT THIS SITE.

LEGEND:

IPF - IRON PIPE FOUND
IRF - IRON REBAR FOUND
IRS - IRON REBAR SET
R/W - RIGHT OF WAY
CMP - CORRUGATED METAL PIPE
HDPE - HIGH DENSITY POLYETHYLENE PIPE
epl - EXISTING PARCEL LINE
W - WATER METER
W - WELL
- POWER POLE
- COMPUTED POINT
- WATER VALVE
- FIRE HYDRANT
- CLEANOUT
- SEPTIC LID
- VALVE BOX
T - TELEPHONE PEDESTAL

OWNER / DEVELOPER
ALL ABOUT YOU HOLDINGS LLC
200 SWEET MARTHA DR
MOORESVILLE, NC 28115

REFERENCE:
BEING ALL OF TRACT B, BOUNDARY & PARTIAL ANNEXATION PLAT FOR DENNIS & JOAN SHEA, AS RECORDED IN P.B. 50, PG. 11 - IREDELL COUNTY REGISTRY.

0 60 120 180

JORDAN GRANT
ENGINEERING • SURVEYING • PLANNING
JORDAN GRANT & ASSOCIATES, PLLC
P.O. BOX 151 * STATESVILLE, NC 28687
matt.grant@jordan-grant.com (704) 928-7919
FIRM # P-1227

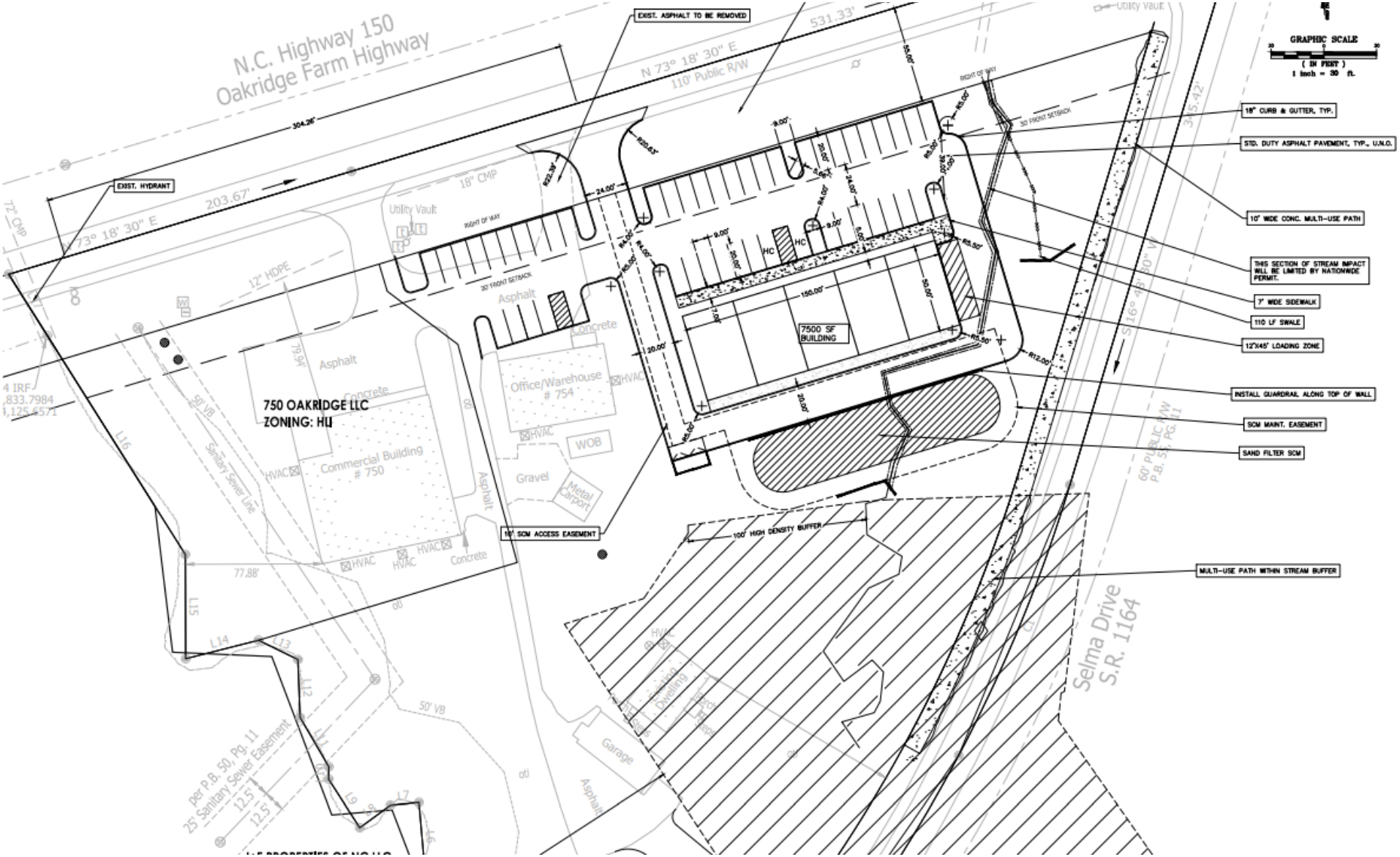
Annexation Plat For:
The Town of Mooresville

DRAWN BY: SMS	CHECKED BY: MIG
SCALE: 1"=60'	PIN NO: 4668405727 & 4668404551
DEED REF: 3100-504	SURVEY DATE: 12-27-23
DATE OF MAP: 05-30-25	REFERENCE FILE: 20231219
REVISION:	DRAWING FILE: 20250513-ANX

750 & 754 OAKRIDGE FARM HWY. MOORESVILLE, NC 28115
CODDLE CREEK TOWNSHIP --- IREDELL COUNTY --- NORTH CAROLINA

Excerpts from the site plan submittal. A conditional rezoning has not been submitted as the use and structure can be permitted by right.
The purpose of the annexation is to extend water and sewer service to the site.




N.C. Highway 150
Oakridge Farm Highway
EXIST. ASPHALT TO BE REMOVED
EXIST. HYDRANT
750 OAKRIDGE LLC
ZONING: HI
7500 SF BUILDING
Office/Warehouse # 754
Commercial Building # 750
WOB
Gravel
Metal Carport
Asphalt
Concrete
Utility Vault
18" CMP
12" HDPE
Sanitary Sewer Line
10' SCM ACCESS EASEMENT
100' HIGH DENSITY BUFFER
50' VB
30' FRONT SETBACK
Selma Drive
S.R. 1164
60' PUBLIC R/W
P.B. 55, PG. 11
per P.B. 50, Pg. 11
25' Sanitary Sewer Easement
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.
18" CURB & GUTTER, TYP.
STD. DUTY ASPHALT PAVEMENT, TYP., U.N.O.
10' WIDE CONC. MULTI-USE PATH
THIS SECTION OF STREAM IMPACT WILL BE LIMITED BY NATIONWIDE PERMIT.
7' WIDE SIDEWALK
110 LF SWALE
12'X45' LOADING ZONE
INSTALL GUARDRAIL ALONG TOP OF WALL
SCM MAINT. EASEMENT
SAND FILTER SCM
MULTI-USE PATH WITHIN STREAM BUFFER

Town of Mooresville

Planning and Community Development Department
750 W. Iredell Ave., Mooresville, NC 28115
704-662-7040

Voluntary Annexation Petition (to be completed by each owner)

The undersigned, being all the owners of the real property described in this application respectfully request the annexation of said property to the Town of Mooresville, North Carolina. I hereby acknowledge that:

1. The property is (check box below) and located at 754 Oakridge Farm Highway, PINs 4668405727 & 4668404551.
   - ☒ **Contiguous** (property abuts directly on the Primary Corporate Limits of the Town of Mooresville, or is separated by the width of a street, creek/ river, or the right-of-way of a railroad, or land owned by the state or another local government), OR
   - ☐ **Non-Contiguous** (property is not contiguous to the Primary Corporate Limits of the Town of Mooresville also referred to as satellite)

2. The property is further described in the legal description and survey or plat that accompanies this petition.

3. All streets and utilities within the annexed area will be constructed and installed by the developer or successive property owners according to Town Ordinances.

4. Any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.

5. Any declaration of vested rights and proof thereof, have been submitted along with this annexation petition. I understand my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

6. I understand that that upon annexation my property will be subject to all Town of Mooresville taxes, regulations, and rights.

7. This petition is for voluntary annexation into the Town of Mooresville and subject to final approval of the Town Board of Commissioners.

All About You Holdings, LLC, Owner
MyLinh Tu, Manager
Signature of Property Owner

6/25/2025
Date

All About You Holdings, LLC, Owner
MyLinh Tu, Manager

MYLINH TU
Printed Name

Mylinh Tu **personally appeared before me this day and acknowledged the witness by my hand and official seal this the** 25 **day of** June, 2025.

Notary Signature Danielle Upright
Notary Printed Name Danielle Upright
My commission expires July 29th 2029

DANIELLE UPRIGHT
Notary Public, North Carolina
Iredell County
My Commission Expires
July 29, 2029

Town of Mooresville

Planning and Community Development Department
413 North Main St., Mooresville, NC 28115
704-662-7040

Voluntary Annexation and Utility Extension Application

Applicant	
Applicant/Company: JASCO Construction Service	
Contact Person: John Shkil	
Project Role: General Contractor	
Address: 142 Laurel Heights Drive Apt 208 Mooresville NC 28117	
Phone: 440-488-3918	Email: jascoconstructionservice@yahoo.com
Property Owner	
Property Owner: All About You Holdings, LLC	
Contact Person: MyLinh Tu, Manager	
Address: 200 Sweet Martha Dr. Mooresville, NC 28115	
Phone: 704-907-2667	Email: daisytu2009@gmail.com
Project Information	
Project Name: Nail Salon Retail Building	
Project Address: 754 Oakridge Farm Highway Mooresville, NC 28117	
Parcel Identification Number(s) (PIN): 4668405727.000, 4668404551.000	
Acreage: 4.697	
Current Zoning District(s): Hybrid Light Industrial (HLI)	
Rezoning Proposed: ☒ No ☐ Yes. If yes, please submit a rezoning application concurrently with your annexation and utility extension request.	
Project Description/Reason for Requesting Annexation: Construction of new retail building. Access to Town of Mooresville Public Utilities	

Town of Mooresville

Planning and Community Development Department
413 North Main St., Mooresville, NC 28115
704-662-7040

Voluntary Annexation and Utility Extension Application

Minimum Requirements for Submittal
☐ Notarized petition of all property owners requesting annexation ☐ Original signed mylar plat of properties requested to be annexed labeled as "Annexation Plat for the Town of Mooresville, NC" with annexation certificate block ☐ Printed legal description of properties in paragraph form ☐ Electronic Word file of legal description ☐ Rezoning application, if applicable ☐ Proof of any vested rights claimed for properties requested to be annexed, if applicable ☐ Application Fee (per Application Fee Schedule)

Please note:

ALL property owners must sign petition for it to be valid.
Executors of estates cannot sign annexation petition.

Acknowledgements and Signatures

We the undersigned owners of real property believe that the area described herein meets the requirements of G.S. 160A-31 and/or G.S. 160A-58.1, and respectfully request that the area be annexed to the Town of Mooresville. The information on this application is complete and accurate, and I am authorized to submit this application. I understand that that upon annexation my property will be subject to all Town of Mooresville taxes, regulations, and rights. I authorize the subject property to be posted, inspected, and grant permission to the Town of Mooresville to collect relevant property data and imagery with the use of drone technology. The Town of Mooresville assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.

Property Owner Signature:	Date: 06/25/25
Property Owner Signature:	Date:
Property Owner Signature:	Date:

Official website of the State of North Carolina Here's how you know

Secretary of State
Elaine F. Marshall

MENU

Limited Liability Company

Actions

- File an Annual Report/Amend an Annual Report
- Online Filing
- Order a Document Online
- Add Entity to My Email Notification List
- View Filings
- Print a Pre-Populated Annual Report form
- Print an Amended a Annual Report form

Legal name: All About You Holdings, LLC

Secretary of State Identification Number (SOSID): 1902672

Status: Current-Active

Citizenship: Domestic

Date formed: 10/8/2019

Registered agent: MyLinh Tu

Principal office address

200 Sweet Martha Dr
Mooresville, NC 28115

Registered office address

200 Sweet Martha Dr
Mooresville, NC 28115

Registered mailing address

200 Sweet Martha Dr
Mooresville, NC 28115

mailing address

208 Silverspring Pl
Mooresville, NC 28117

Company officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

- **Chief Executive Officer**

  All About You Holdings

  200 Sweet Martha Dr
  Mooresville NC 28115

Return to top

Other Agencies

NC Gov

State Board of Elections

North Carolina Birth Certificate Information

North Carolina State Bar

North Carolina Department of Commerce

North Carolina Department of Revenue

All North Carolina Government Organizations

Links of Interest

National Association of Secretaries of State

Intellectual Property

NASAA - North American Securities Administrators Association

North Carolina Consular Corps

Secretary of State Disclaimer & Privacy

Hours of Operation Monday - Friday 8:00 am - 5:00 pm

SOSKB
Secretary of State Knowledge Base

North Carolina Secretary of State's Office

Contact Us

919-814-5400 Support Division Directory

ORDINANCE No. 2025-

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF MOORESVILLE, NORTH CAROLINA

All About You Holdings, LLC

754 Oakridge Farm Highway

PINs: 4668-40-4551 and 4668-40-5727

DRAFT

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-31, to annex the area described on the attached; and

WHEREAS, the Board of Commissioners has directed the Town Clerk to investigate the sufficiency of the petitions; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and that on August 4, 2025, a public hearing on the question of this annexation was held at Mooresville Town Hall, located at 413 N. Main Street after due notice by publication in the Mooresville Tribune on July 19, 2025 and July 26, 2025; and

WHEREAS, the Board of Commissioners finds that the petition meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED that the Board of Commissioners of the Town of Mooresville, North Carolina that:

Section 1: By virtue of the authority granted by G.S. 160A-31, the territory described in the attached property description and also shown on the below identified survey plat and in Iredell County Registry Book 3100 Pages 504-507 is hereby annexed and made part of the Town of Mooresville as of August 4, 2025 and, at the time of annexation, will be located in Ward 2 of the Town of Mooresville. The survey plat that describes the annexed territory is that certain survey plat recorded in the Iredell County Registry Plat Map Book _____ Page _____.

Section 2: Upon and after August 4, 2025, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Mooresville and shall be entitled to the same privileges and benefits as other parts of the Town of Mooresville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3: The Clerk of the Town of Mooresville 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 hereof, 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.

Adopted this 4th day of August 2025.

_____
Christopher S. Carney, Mayor

ATTEST:

_____
Jane Crosby, Town Clerk

DRAFT

Beginning at a computed point in the intersection of NC Hwy 150 / Oakridge Farm Highway and Selma Drive; thence with the center of Selma Drive four (4) calls as follows: 1) S 16°48’30” W 345.42’ to a computed point, 2) a curve to the left have a chord bearing and distance S 22°23’34” W 166.22’ and a radius of 854.00’ to a computed point, 3) a curve to the left have a chord bearing and distance S 35°01’47” W 209.70’ and a radius of 854.00’ to a computed point, 4) S 42°04’54” W 85.36’ to a computed point in the center of road over a 56” culvert; thence with back creek thirteen (13) calls as follows: 1) N 38°27’34” W 93.16’, 2) N 12°45’02” W 27.84’, 3) N 43°38’39” W 28.45’, 4) N 68°42’29” W 29.05’, 5) N 22°22’12” W 40.50’, 6) N 05°03’52” W 39.88’, 7) S 84°13’37” W 16.31’, 8) S 53°55’02” W 21.60’, 9) N 32°47’37” W 32.75’, 10) N 01°05’47” E 7.00’, 11) N 30°15’05” W 32.40’, 12) N 02°15’53” W 32.93’, 13) N 63°54’38” W 24.93’; thence leaving back creek four (4) calls with PIN: 4668-40-2767 owned by 750 Oakridge, LLC (DB 3114, Pg. 854) as follows: 1) N 73°18’30” E 153.74’ to a computed point, 2) N 15°14’39” W 128.41’ to a computed point; 3) N 53°07’49” W 50.25’ to a computed point, 4) N 16°41’30” W 71.16’ to a computed point in center of Oakridge Farm Rd.; thence with Oakridge Farm Rd. N 73°18’30” E 531.33’ to the point and place of beginning. Containing 4.697 acres as shown on survey by Jordan Grant & Associates, PLLC having Drawing File # 20250513-ANX.

DRAFT

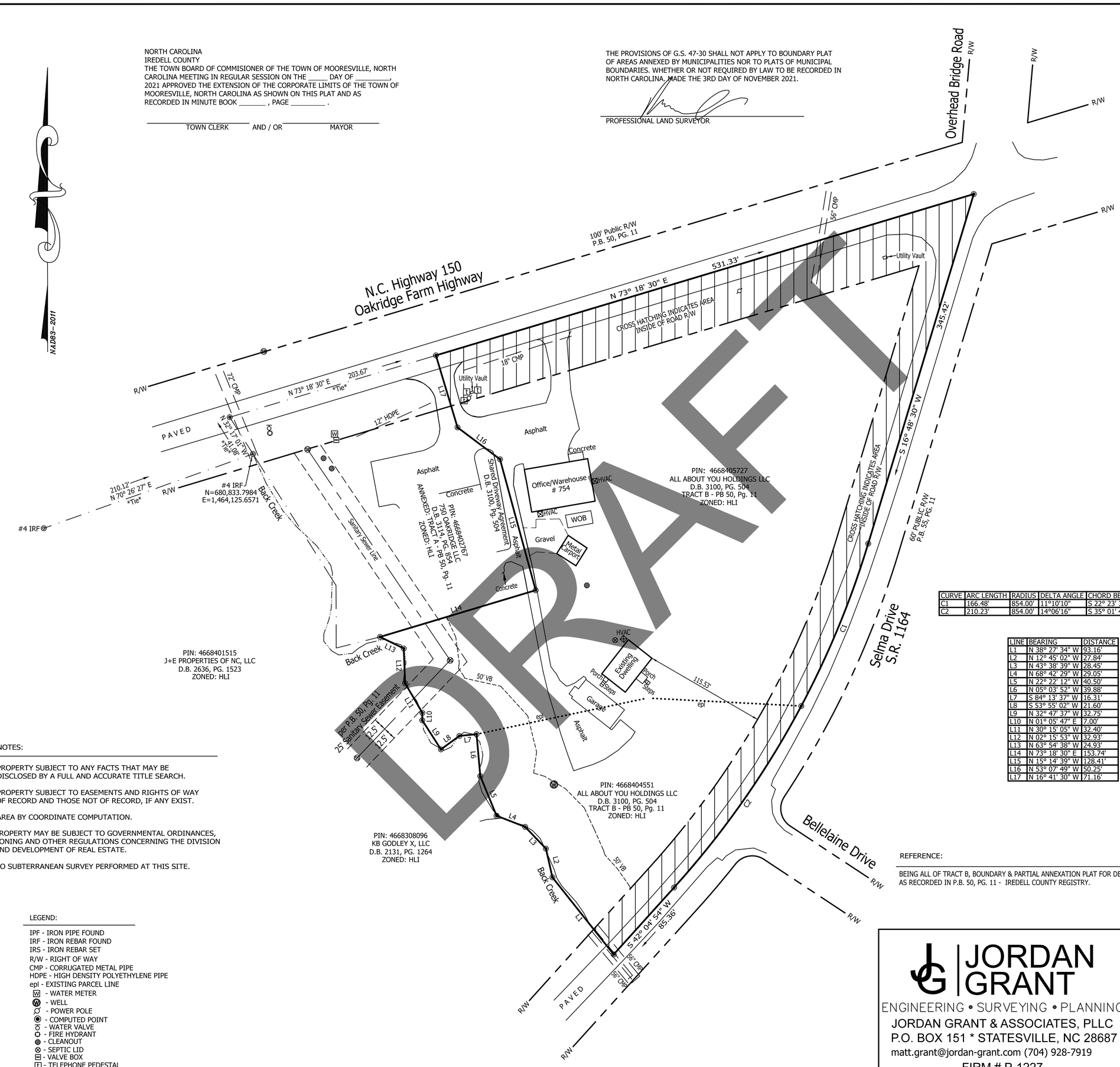
NORTH CAROLINA
IREDELL COUNTY
THE TOWN BOARD OF COMMISIONER OF THE TOWN OF MOORESVILLE, NORTH CAROLINA MEETING IN REGULAR SESSION ON THE _____ DAY OF _____, 2021 APPROVED THE EXTENSION OF THE CORPORATE LIMITS OF THE TOWN OF MOORESVILLE, NORTH CAROLINA AS SHOWN ON THIS PLAT AND AS RECORDED IN MINUTE BOOK _____ , PAGE _____ .

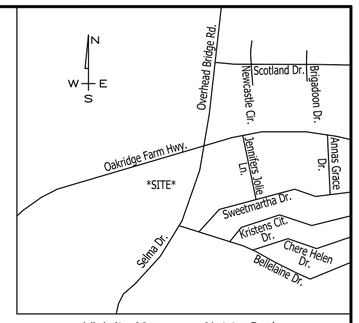
_____ TOWN CLERK AND / OR _____ MAYOR

THE PROVISIONS OF G.S. 47-30 SHALL NOT APPLY TO BOUNDARY PLAT OF AREAS ANNEXED BY MUNICIPALITIES NOR TO PLATS OF MUNICIPAL BOUNDARIES. WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED IN NORTH CAROLINA. MADE THE 3RD DAY OF NOVEMBER 2021.

_____ PROFESSIONAL LAND SURVEYOR

NAD83 - 2011





Vicinity Map - Not to Scale

STATE OF NORTH CAROLINA, IREDELL COUNTY,
I, MATTHEW I. GRANT, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE RATIO OF PRECISION IS 1: 10,000; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEED BOOK 3100, PAGE 504, THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS. 47-30 AS AMENDED. WITNESS MY SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 30th DAY OF MAY, 2025.

I, MATTHEW I. GRANT, HEREBY CERTIFY THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTIONS TO THE DEFINITION OF SUBDIVISION IN ACCORDANCE WITH G.S. 47-30 (f)(11)(d).

NORTH CAROLINA PROFESSIONAL SEAL L-5208 LAND SURVEYOR MATTHEW I. GRANT

_____ Matthew I. Grant, P.L.S. License #5208

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	166.48'	854.00'	11°10'10"	S 22° 23' 34" W	166.22'
C2	210.23'	854.00'	14°06'16"	S 35° 01' 47" W	209.70'

LINE	BEARING	DISTANCE
L1	N 38° 27' 34" W	93.16'
L2	N 12° 45' 02" W	27.84'
L3	N 43° 38' 39" W	28.45'
L4	N 68° 42' 29" W	29.05'
L5	N 22° 22' 12" W	40.50'
L6	N 05° 03' 52" W	39.88'
L7	S 84° 13' 37" W	16.31'
L8	S 53° 55' 02" W	21.60'
L9	N 32° 47' 37" W	32.75'
L10	N 01° 05' 47" E	7.00'
L11	N 30° 15' 05" W	32.40'
L12	N 02° 15' 53" W	32.93'
L13	N 63° 54' 38" W	24.93'
L14	N 73° 18' 30" E	153.74'
L15	N 15° 14' 39" W	128.41'
L16	N 53° 07' 49" W	50.25'
L17	N 16° 41' 30" W	71.16'

Area Inside Road R/W
(47,593.53 SF.)
(1.093 AC.)

Area Outside Road R/W
(156,997.81 SF.)
(3.604 AC.)

Total Area:
204,591.34 Sq. Ft.
4.697 Acres

OWNER / DEVELOPER
ALL ABOUT YOU HOLDINGS LLC
200 SWEET MARTHA DR
MOORESVILLE, NC 28115

REFERENCE:
BEING ALL OF TRACT B, BOUNDARY & PARTIAL ANNEXATION PLAT FOR DENNIS & JOAN SHEA, AS RECORDED IN P.B. 50, PG. 11 - IREDELL COUNTY REGISTRY.

0 60 120 180

NOTES:

PROPERTY SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

PROPERTY SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD AND THOSE NOT OF RECORD, IF ANY EXIST.

AREA BY COORDINATE COMPUTATION.

PROPERTY MAY BE SUBJECT TO GOVERNMENTAL ORDINANCES, ZONING AND OTHER REGULATIONS CONCERNING THE DIVISION AND DEVELOPMENT OF REAL ESTATE.

NO SUBTERRANEAN SURVEY PERFORMED AT THIS SITE.

LEGEND:

IPF - IRON PIPE FOUND
IRF - IRON REBAR FOUND
IRS - IRON REBAR SET
R/W - RIGHT OF WAY
CMP - CORRUGATED METAL PIPE
HDPE - HIGH DENSITY POLYETHYLENE PIPE
epl - EXISTING PARCEL LINE
[W] - WATER METER
(W) - WELL
- POWER POLE
(◉) - COMPUTED POINT
- WATER VALVE
- FIRE HYDRANT
- CLEANOUT
- SEPTIC LID
- VALVE BOX
[T] - TELEPHONE PEDESTAL

DRAFT

JORDAN GRANT
ENGINEERING • SURVEYING • PLANNING
JORDAN GRANT & ASSOCIATES, PLLC
P.O. BOX 151 * STATESVILLE, NC 28687
matt.grant@jordan-grant.com (704) 928-7919
FIRM # P-1227

Annexation Plat For:
The Town of Mooresville

DRAWN BY: SMS	CHECKED BY: MIG
SCALE: 1"=60'	PIN NO: 4668405727 & 4668404551
DEED REF: 3100-504	SURVEY DATE: 12-27-23
DATE OF MAP: 05-30-25	REFERENCE FILE: 20231219
REVISION:	DRAWING FILE: 20250513-ANX

750 & 754 OAKRIDGE FARM HWY. MOORESVILLE, NC 28115
CODDLE CREEK TOWNSHIP --- IREDELL COUNTY --- NORTH CAROLINA

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

CLERK'S CERTIFICATION

I, Jane Crosby, Town Clerk, Town of Mooresville, North Carolina, do hereby certify the foregoing is a true and correct copy of Annexation Ordinance No. 2025-_____, adopted at a meeting of the Board of Commissioners, on the _____ day of _____, 2025, the original of which will be on file in the Office of the Town Clerk of Mooresville, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Mooresville, North Carolina, this _____ day of _____, 2025.

_____
Jane Crosby, Town Clerk

(seal)

DRAFT

Agenda Item No. 8.g

Town of Mooresville

Board of Commissioners

To:	Honorable Mayor and Board of Commissioners
From:	Planning & Community Development
Subject:	Consider a request from the Planning and Community Development Department to adopt an Ordinance approving Text Amendment TA-2025-05: Amendment to the Unified Development Ordinance (UDO) to create a use and definition for Cat CafÃ©.
Type:	Public Hearing
Date:	August 4, 2025

SUMMARY:	Consider Text Amendment 2025-05 (TA-2025-05) amending the Unified Development Ordinance (UDO) to create a use and definition for cat cafÃ©s.
STRATEGIC PRIORITY AREAS AND GOALS:	Strategic Priority Area: Individual and Community Economic Vitality Goal: Assist sustainable business growth by leveraging local strengths and identifying new market opportunities for expansion
ACTION RECOMMENDED:	Refer to Statement of Reasonableness

ATTACHMENTS:

Staff Report Packet TA-2025-05_Cat Cafe.pdf

PB_Draft_Ordinance_TA-2025-05_A_Cat_Cafe.pdf

PB_Draft_Ordinance_TA-2025-05_B_Cat_Cafe.pdf

AGENDA ITEM

Town of Mooresville
NORTH CAROLINA

Post Office Box 878
Mooresville, North Carolina 28115
Telephone 662-7040

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

To: Mooresville Town Board

From: Veronica Bateson, Planner 2

Date: August 4, 2025

Subject: TA-2025-05: Cat Cafés

Plan Consistency & Statement of Reasonableness

Please choose one of the options below or make your own statement of reasonableness and compliance.

- ☐ **Option 1 (Ordinance A) Approve the Applicant Proposed Text:**
  I make a motion to approve TA-2025-05 through approving the language proposed by the applicants. The amendment is consistent with the Town's OneMooresville Plan. Specifically, the amendment provides clarification to the UDO to allow additional business options for small scale community commercial.

  Furthermore, the text is reasonable and in the public interest as it defines a use for cat cafés and allows the use by right in most commercial districts.

- ☐ **Option 2 (Ordinance B) Approve the Staff Proposed Text (Planning Board Recommendation):**
  I make a motion to approve TA-2025-05 through approving the simplified language as prepared by Staff. The amendment is consistent with the Town's OneMooresville Plan. Specifically, the amendment provides flexibility to the Town Board to review cat cafés in certain districts through a Conditional Rezoning proposal.

  Furthermore, the text is reasonable and in the public interest as allowing the use Conditionally in certain districts ensures better compatibility with adjacent properties.

- ☐ **Option 3 Deny the Proposed Request:**
  I make a motion to deny TA-2025-05. Specifically, the amendment is inconsistent with the Town's OneMooresville Plan because it adds an additional use for an item that is not allowed in the UDO.

  Furthermore, the request is unreasonable and not in the public interest because it adds additional business options which may compete with the existing allowable uses.

_____ _____

Christopher S. Carney, Mayor Veronica Bateson, Planner 2

Date: _____ Date: _____

Town of Mooresville

Board of Commissioners Staff Report

From: Veronica Bateson, Planner 2

Date: August 4, 2025

Project: TA-2025-05: Cat Café

Request

Consider Text Amendment 2025-05 (TA-2025-05) amending the Unified Development Ordinance (UDO) to create a use and definition for Cat Cafés.

Description of Request

This is an Applicant-initiated text amendment to Chapter 4 and 9 of the UDO. The Applicants are seeking to add a new by-right use "Cat Cafés." Amy Doughten and Roni LaBarbera, owners of Cat About Town state the following as to why the amendment is needed:

The UDO is unclear on what category a cat café would be permitted under. The purpose of this text amendment is to permit and regulate cat cafés within designated zoning districts in the Town of Mooresville, NC, ensuring they are distinct from kennels, animal shelters, or boarding facilities. This amendment aligns with similar ordinances in other municipalities that support cat cafés as community-oriented businesses promoting pet adoption and animal welfare in a controlled environment.

Staff have reviewed the Applicants' request and have proposed alternative language to 1) allow for cat cafés through Conditional Zoning in certain districts and 2) simplified the proposed language to better align with the format of the UDO. Conditional Zoning enables adjacent neighbors, the Planning Board, and Board of Commissioners to review cat cafés on a case-by-case basis to determine the reasonableness and fit for each proposed location and add additional requirements if desired.

Draft Text

Red= Applicant Deleted **Green=Applicant Proposed** **Blue=Staff Proposed**

Option A (Applicant Proposed)

Chapter 9 Definitions

Cat Café

"Cat Café" means a business establishment where patrons may interact with adoptable or resident cats in a designated lounge area while consuming food and/or beverages prepared in

a separate compliant food service area. The café must comply with all local health, animal welfare, and safety regulations. The regulating agency in North Carolina is NCDA (North Carolina Department of Agriculture), specifically:

"The North Carolina Department of Agriculture (NCDA) regulates cat cafes and other animal facilities to ensure they comply with the Animal Welfare Act. The NCDA enforces these regulations through inspections and other actions."

Operational standards can be found in the North Carolina Administrative Code SECTION 4. STANDARDS AND REQUIREMENTS, Section .0200 - FACILITIES AND OPERATING STANDARDS 02 NCAC 52J .020.

4.2.2. Table of Principal, Accessory, and Temporary Uses

P = Permitted (allowed in PD District if specified in PD Plan) **Z** = Conditional Zoning **S** = Special use
A = Accessory use only **T** = Temporary use only **blank cell** = Not allowed

Use Class / *Use Category* / Use Type	Residential Districts						Mixed-Use & Nonresidential Districts						PD	Use Standards (Sec. __)
	RC	RLS	RLI	RG	HMV	TN	TD	DE	CM	CC	HLI	IN	PD	
Food and Beverage Services														
Cat Café						P	P	P	P	P			P	4.3.5.C.5

SECTION 4.3.5.C

5. Cat Café

a. Cats housed in the café must be sourced through partnerships with registered animal welfare organizations or licensed rescues.
b. The café must have a dedicated cat lounge area that is physically separated from any food preparation and consumption spaces in accordance with state and local health codes.
c. Cats must have access to appropriate resting, feeding, and litter box areas within the designated cat lounge.
d. No overnight boarding of animals is permitted. Boarding as it relates to animal welfare is defined as "a commercial service that provides care and shelter for pets while their owners are away."
e. The number of cats housed on-site at any time must not exceed the capacity designated by applicable animal welfare standards and local ordinances.
f. Prohibited Uses
    i. A cat café shall not be classified as, nor operate as, a kennel, animal shelter, or boarding facility.
    ii. The establishment shall not provide veterinary services on-site, except for basic wellness checks performed by a licensed veterinarian in compliance with state regulations.
    iii. No breeding of animals is permitted within the café.
g. Health & Sanitation Requirements
    i. The business must adhere to all sanitation and waste disposal regulations to ensure a clean and safe environment for patrons and animals.

ii. All food service areas must comply with applicable food safety and sanitation requirements established by the North Carolina Department of Health and Human Services and the Iredell County Health Department.
iii. The café must maintain an odor-free and hygienic environment through regular cleaning and proper ventilation.

h. Enforcement & Compliance
i. The Town of Mooresville Planning & Zoning Department shall be responsible for reviewing and approving applications for cat cafés in accordance with this amendment.
j. Any violations of this ordinance shall be subject to enforcement actions as defined in the UDO, including fines or revocation of business permits for non-compliance.

Option B (Staff Simplified Version) -Planning Board Recommendation

Chapter 9 Definitions

Cat Cafés

A business establishment where patrons may interact with adoptable or resident cats in a designated lounge area while consuming food and/or beverages prepared in a separate compliant food service area. The café must comply with all local and state health, animal welfare, and safety regulations.

4.2.2. Table of Principal, Accessory, and Temporary Uses

P = Permitted (allowed in PD District if specified in PD Plan) **Z** = Conditional Zoning **S** = Special use
A = Accessory use only **T** = Temporary use only **blank cell** = Not allowed

Use Class / *Use Category* / Use Type	Residential Districts						Mixed-Use & Nonresidential Districts						PD	Use Standards (Sec. __)
	RC	RLS	RLI	RG	HMV	TN	TD	DE	CM	CC	HLI	IN	PD	
Food and Beverage Services														
Cat Café						Z	P	Z	P	P			P	4.3.5.C.5

SECTION 4.3.5.C

5. Cat Cafés

a. The serving of alcohol, food, and/or non-alcoholic beverages is allowed. Food may be prepared onsite or prepackaged. The designated cat lounge area must be physically separated from all food preparation areas.
b. Cats housed in the café must be sourced through partnerships with registered animal welfare organizations or licensed rescues.
c. Cats must have access to appropriate resting, feeding, and litter box areas within the designated cat lounge.

Decision Standards

Section 2.5.1.D of the Unified Development Ordinance (UDO) describes specific items to be considered when making amendments to the UDO. Additionally, the Town's Strategic Plan provides additional guidance.

Decision Standards	Staff Analysis
1. Consistent with OneMooresville	Yes, adding this use aligns with community scale commercial and commercial retail listed in the OneMooresville plan.
2. Conflicts with any provision of the UDO or related Town regulations	No, this is a proposed text amendment for an undefined use.
3. Changed conditions that may warrant an amendment	Yes, new use desires operating within Mooresville.
4. Consistent with the zoning districts or standards of the UDO	Yes, this is a proposed text amendment for an undefined use. Currently, this use can be interpreted multiple ways, and this text amendment seeks to clarify how it should be classified.
5. Any other relevant factors	No
Strategic Priority Area	Individual and Community Economic Vitality
Strategic Plan Goal	Assist sustainable business growth by leveraging local strengths and identifying new market opportunities for expansion.
Planning Board Recommendation	Recommends approval with amendment that Cat Cafés be allowed by-right in Traditional Downtown (TD) zoning districts.

Board Options & Consistency Statement

Please choose one of the options listed in the Statement of Reasonableness document (attached to the front of this agenda item) or you may provide your own reasonableness and consistency statement.

Attachments

1. Draft Ordinance A
2. Draft Ordinance B
3. Statement of Reasonableness
4. Application

Planning and Community Development
740 W Iredell Ave
Mooresville, North Carolina 28115
Phone: 704-662-7040

April 30, 2025

Project Overview #1711922

Project Title: Cat Cafe
Application Type: UDO Text Amendment
Workflow: Administrative Review
Jurisdiction: Town of Mooresville
State: NC
County: Iredell

Project Contacts

Contact Info: Applicant
Amy Doughten
Cat About Town
513 Westside Terrace
Davidson, NC 28036
P:704-910-9092
adoughten@gmail.com

Contact Info: Owner
Amy Doughten
Cat About Town
513 Westside Terrace
Davidson, NC 28036
P:704-910-9092
adoughten@gmail.com

Please indicate which of the following contacts should be included in this project.: None of the Above

Jurisdiction :

GIS-Verified Data

Zoning District:
Zoning Overlay:
Small Area Plan:
Stream Buffer:
Greenway Buffer:
FCLU Designation:
Nodes:
Tiers:
ETJ/Town Limits:
Historic Preservation:
Subdivision Name:
Subdivision Phase:
Flood Zone:
Watershed:
Waterbody Buffer:
Strategic Corridor:
Ward:
School District:
PIN:
Owner:

Project Description

Project Description:
Text amendment to allow cat cafes by right in specified zoning.

Project Information

Chapter, Section, Table and/own Subsection(s) to be amended:
Chapter 4.3.5

Describe why the amendment or study is needed:
The UDO is unclear on what category a cat cafe would be permitted under.

The purpose of this text amendment is to permit and regulate cat cafs within designated zoning districts in the Town of Mooresville, NC, ensuring they are distinct from kennels, animal shelters, or boarding facilities. This amendment aligns with similar ordinances in other municipalities that support cat cafs as community-oriented businesses promoting pet adoption and animal welfare in a controlled environment.

Provide a draft of the specific changes being requested:
TOWN OF MOORESVILLE, NORTH CAROLINA TEXT AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE

SECTION 1. PURPOSE

The purpose of this text amendment is to permit and regulate cat cafs within designated zoning districts in the Town of Mooresville, NC, ensuring they are distinct from kennels, animal shelters, or boarding facilities. This amendment aligns with similar ordinances in other municipalities that support cat cafs as community-oriented businesses promoting pet adoption and animal welfare in a controlled environment.

SECTION 2. AMENDMENT TO PERMITTED USES TABLE

The Unified Development Ordinance (UDO) shall be amended to add "Cat Caf" as a permitted use in the following zoning districts: Neighborhood Business (NB) Corridor Commercial (CC) Central Business District (CBD) Mixed-Use (MU)

SECTION 3. DEFINITION "Cat Caf" means a business establishment where patrons may interact with adoptable or resident cats in a designated lounge area while consuming food and/or beverages prepared in a separate compliant food service area. The caf must comply with all local health, animal welfare, and safety regulations. The regulating agency in North Carolina is NCDA (North Carolina Department of Agriculture), specifically:

The North Carolina Department of Agriculture (NCDA) regulates cat cafes and other animal facilities to ensure they comply with the Animal Welfare Act. The NCDA enforces these regulations through inspections and other actions.

SECTION 4. OPERATIONAL STANDARDS

Operational standards can be found in the North Carolina Administrative Code SECTION 4. STANDARDS AND REQUIREMENTS, Section .0200 - FACILITIES AND OPERATING STANDARDS 02 NCAC 52J .020.

1. Cats housed in the caf must be sourced through partnerships with registered animal welfare organizations or licensed rescues.

2. The caf must have a dedicated cat lounge area that is physically separated from any food preparation and consumption

spaces in accordance with state and local health codes.

3. Cats must have access to appropriate resting, feeding, and litter box areas within the designated cat lounge.

4. No overnight boarding of animals is permitted. Boarding as it relates to animal welfare is defined as a commercial service that provides care and shelter for pets while their owners are away.

5. The number of cats housed on-site at any time must not exceed the capacity designated by applicable animal welfare standards and local ordinances.

B. Prohibited Uses

1. A cat caf shall not be classified as, nor operate as, a kennel, animal shelter, or boarding facility.

2. The establishment shall not provide veterinary services on-site, except for basic wellness checks performed by a licensed veterinarian in compliance with state regulations.

3. No breeding of animals is permitted within the caf.

C. Health & Sanitation Requirements

1. The business must adhere to all sanitation and waste disposal regulations to ensure a clean and safe environment for patrons and animals.

2. All food service areas must comply with applicable food safety and sanitation requirements established by the North Carolina Department of Health and Human Services and the Iredell County Health Department.

3. The caf must maintain an odor-free and hygienic environment through regular cleaning and proper ventilation.

SECTION 5. ENFORCEMENT AND COMPLIANCE

A. The Town of Mooresville Planning & Zoning Department shall be responsible for reviewing and approving applications for cat cafs in accordance with this amendment. B. Any violations of this ordinance shall be subject to enforcement actions as defined in the UDO, including fines or revocation of business permits for non-compliance.

SECTION 6. EFFECTIVE DATE This amendment shall become effective immediately upon adoption by the Mooresville Board of Commissioners.

Acknowledgments

Application is hereby made for authorization to perform work as described in this application along with accompanying drawings. The information on this application is complete and accurate, and I am authorized to submit this application. I understand that all work must be according to approved plan and in compliance with all applicable codes and regulations. I authorize the subject property to be posted, inspected, and grant permission to the Town of Mooresville to collect relevant property data and imagery with the use of drone technology. The Town of Mooresville assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.

By typing my full name in the space provided, I am confirming my consent and understanding of the above written text, as well as my authorization to submit this application on behalf of the property owner.

Please Enter Your Full Name: Amy Doughten

Ordinance # 2025-__

AN ORDINANCE ADOPTING TEXT AMENDMENTS REGARDING CAT CAFÉS TO THE TOWN OF MOORESVILLE UNIFIED DEVELOPMENT ORDINANCE

CASE TA-2025-05

***WHEREAS*,** the Town of Mooresville did publish a legal notice in the *Mooresville Tribune* on July 19, 2025 and July 26, 2025 setting forth that a public hearing for text amendments to the Unified Development Ordinance **TA-2025-05 Cat Cafés** to be held on August 4, 2025 at 6:00 p.m., in the Mooresville Town Hall, 413 N Main St, Mooresville, North Carolina, 28115 for the purpose of amending the Town of Mooresville Unified Development Ordinance.

***WHEREAS*,** a public hearing was held regarding the proposed text amendments pursuant to §160D-601.

NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF MOORESVILLE:

Section 1. That the Town of Mooresville Unified Development Ordinance be updated to include the amendments to the following sections, as shown below and incorporated herein:

Chapter 9 Definitions

Cat Café
"Cat Café" means a business establishment where patrons may interact with adoptable or resident cats in a designated lounge area while consuming food and/or beverages prepared in a separate compliant food service area. The café must comply with all local health, animal welfare, and safety regulations. The regulating agency in North Carolina is NCDA (North Carolina Department of Agriculture), specifically:

“The North Carolina Department of Agriculture (NCDA) regulates cat cafes and other animal facilities to ensure they comply with the Animal Welfare Act. The NCDA enforces these regulations through inspections and other actions.”

Operational standards can be found in the North Carolina Administrative Code SECTION 4. STANDARDS AND REQUIREMENTS, Section .0200 - FACILITIES AND OPERATING STANDARDS 02 NCAC 52J .020.

DRAFT

4.2.2. Table of Principal, Accessory, and Temporary Uses

P = Permitted (allowed in PD District if specified in PD Plan) Z = Conditional Zoning S = Special use
A = Accessory use only T = Temporary use only **blank cell** = Not allowed

Use Class / Use Category / Use Type	Residential Districts						Mixed-Use & Nonresidential Districts						PD	Use Standards (Sec. __)
	RC	RLS	RLI	RG	HMV	TN	TD	DE	CM	CC	HLI	IN	PD	
Food and Beverage Services														
Cat Café						**P**	**P**	**P**	**P**	**P**			**P**	**4.3.5.C.5**

SECTION 4.3.5.C

5. Cat Café

a. Cats housed in the café must be sourced through partnerships with registered animal welfare organizations or licensed rescues.
b. The café must have a dedicated cat lounge area that is physically separated from any food preparation and consumption spaces in accordance with state and local health codes.
c. Cats must have access to appropriate resting, feeding, and litter box areas within the designated cat lounge.
d. No overnight boarding of animals is permitted. Boarding as it relates to animal welfare is defined as "a commercial service that provides care and shelter for pets while their owners are away."
e. The number of cats housed on-site at any time must not exceed the capacity designated by applicable animal welfare standards and local ordinances.
f. Prohibited Uses
    i. A cat café shall not be classified as, nor operate as, a kennel, animal shelter, or boarding facility.
    ii. The establishment shall not provide veterinary services on-site, except for basic wellness checks performed by a licensed veterinarian in compliance with state regulations.
    iii. No breeding of animals is permitted within the café.
g. Health & Sanitation Requirements
    i. The business must adhere to all sanitation and waste disposal regulations to ensure a clean and safe environment for patrons and animals.
    ii. All food service areas must comply with applicable food safety and sanitation requirements established by the North Carolina Department of Health and Human Services and the Iredell County Health Department.
    iii. The café must maintain an odor-free and hygienic environment through regular cleaning and proper ventilation.
h. Enforcement & Compliance
    i. The Town of Mooresville Planning & Zoning Department shall be responsible for reviewing and approving applications for cat cafés in accordance with this amendment.
    j. Any violations of this ordinance shall be subject to enforcement actions as defined in the UDO, including fines or revocation of business permits for non-compliance.

DRAFT

This amendment shall become effective immediately upon adoption by the Mooresville Board of Commissioners.

Adopted this 4th day of August 2025.

_____
Christopher S. Carney, Mayor

Attest: _____
Jane Crosby, Town Clerk

Approved as to form: _____
Sharon Crawford, Town Attorney

DRAFT

Ordinance # 2025-__

AN ORDINANCE ADOPTING TEXT AMENDMENTS REGARDING CAT CAFÉS TO THE TOWN OF MOORESVILLE UNIFIED DEVELOPMENT ORDINANCE

CASE TA-2025-05

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4.2.2. Table of Principal, Accessory, and Temporary Uses

P = Permitted (allowed in PD District if specified in PD Plan) **Z** = Conditional Zoning **S** = Special use
A = Accessory use only **T** = Temporary use only **blank cell** = Not allowed

Use Class / *Use Category* / Use Type	Residential Districts						Mixed-Use & Nonresidential Districts						PD	Use Standards (Sec. __)
	RC	RLS	RLI	RG	HMV	TN	TD	DE	CM	CC	HLI	IN	PD	
Food and Beverage Services														
Cat Café						**Z**	**P**	**Z**	**P**	**P**			**P**	**4.3.5.C.5**

DRAFT

SECTION 4.3.5.C

5. Cat Cafés

a. The serving of alcohol, food, and/or non-alcoholic beverages is allowed. Food may be prepared onsite or prepackaged. The designated cat lounge area must be physically separated from all food preparation areas.
b. Cats housed in the café must be sourced through partnerships with registered animal welfare organizations or licensed rescues.
c. Cats must have access to appropriate resting, feeding, and litter box areas within the designated cat lounge.

Adopted this 4th day of August 2025.

_____
Christopher S. Carney, Mayor

Attest: _____
Jane Crosby, Town Clerk

Approved as to form: _____
Sharon Crawford, Town Attorney

DRAFT

Town of Mooresville

Board of Commissioners

To:	Honorable Mayor and Board of Commissioners
From:	Planning & Community Development
Subject:	Consider a request from the Planning and Community Development Department to approve Resolutions Scheduling Public Hearings for Land Use Items.
Type:	Regular Agenda
Date:	August 4, 2025

SUMMARY:	Consider scheduling a public hearing(s) for land use items for the applications listed in the staff report.
STRATEGIC PRIORITY AREAS AND GOALS:	Strategic Priority Area: Individual and Community Economic Vitality Goal: Support development of housing, employment, and educational choices to support economic sustainability
ACTION RECOMMENDED:	Proposed motion: I make a motion to adopt the Resolutions fixing the date of public hearings for the requests, as presented.

ATTACHMENTS:

Staff Report - Public Hearing Schedule v.2.pdf

2025_Resolution-_Fixed_Public_Hearings v.2.pdf

Annexation_Resolution-_Fixed_Public_Hearing__contig and non contiguous v.2.pdf

AX-2025-02 Ridge Ave COS_Pet_Plat_Desc.pdf

AX-2025-06 287 Alcove Rd COS_Plat_Desc_Pet.pdf

AX-2024-08 Mooresville Technology Park Cert_Pet_Plat_Desc.pdf

Town of Mooresville
Board of Commissioners Staff Report

From: James Coley Planning Director

Date: July 24, 2025

Project: Public Hearing Scheduling for Land Use Proposals

Request

Consider scheduling a public hearing(s) and/or approve Certificate(s) of Sufficiency and Adopt Resolution(s) for Voluntary Annexation and Utility Extension Request for the applications listed below.

Policy

Town Board will schedule public hearings in a timely manner, but no later than 180 days from the Planning Board meeting at which time a recommendation was made.

September 2, 2025

1. **CZ-2025-14 & AX-2023-02: 1304 Oakridge Farm Highway (Brumley Farms)**
    - 55.488 acre
    - 108 single family homes
    - Ward 3 (if annexed)

    Case was heard by Planning Board on July 22. There were 40+ electronic comments received in opposition, 3 speakers during public comment in opposition. Case may be scheduled as far in advance as January 2026

2. **RZ-2025-07 & AX-2025-02: Ridge Avenue**
    - *Rezoning to allow additional density (1 unit per .25 acre vs 1 unit per .5 acre)*
    - *Expected to construct 2 single-family homes on this parcel*
    - *Ward 1 (if annexed)*

    Case was heard by Planning Board on July 22. No public opposition. Case may be scheduled as far in advance as January 2026

3. **RZ-2025-05 & AX-2025-06 Alcove Road (Emergency)**
    - *Emergency utility connection*
    - *Utilities have already been connected*
    - *Planning Board to hear on August 26*

September 15, 2025

1. **CZ-2025-04 & AX-2024-08: 148 Patterson Farm Road & 338 Rustic Rd (Mooresville Technology Park)**
    - 400 acres
    - Proposed data center
    - Ward 1 or 3 (if annexed)

    Case heard by Planning Board on April 22, 2025. High public opposition. Case may be scheduled as far in advance as October 22, 2025. If hearing is pushed to after October 7, 2025 we will need to re-request 20/70 allocation of the site from Iredell County.

Resolution Fixing Date of Public Hearings for Rezoning Requests

WHEREAS, applications requesting rezoning of properties described herein have been received; and

WHEREAS, the Board of Commissioners has scheduled the public hearings.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Mooresville, North Carolina that:

Section 1. A public hearing on the question of the rezoning described herein will be held at the Mooresville Town Hall, 413 North Main Street, Mooresville, North Carolina at 6:00 p.m. on:

September 2, 2025:
1. CZ-2025-14: 1304 Oakridge Farm Highway (Brumley Farms)
2. RZ-2025-07: Ridge Avenue
3. RZ-2025-05: 287 Alcove Road

September 15, 2025:
1. CZ-2025-04: Patterson Farm Road (Mooresville Technology Park)

Section 2. The areas proposed for rezoning are listed above.

Section 3. Notice of the public hearing shall be published twice in a newspaper having general circulation in the Town of Mooresville and mailed and posted, at least ten (10) days prior to the date of the public hearing.

This the 4th day of August 2025.

_____
Christopher Carney, Mayor

Attest: _____
Jane Crosby, Town Clerk

Resolution Fixing Date of Public Hearing on Question of Annexation Pursuant to 160A-31 and G.S. 160A-58.2 and G.S. 160A-58.1(b)

WHEREAS, petitions requesting annexation of properties described herein have been received; and

WHEREAS, the Board of Commissioners has directed the Town Clerk to investigate the sufficiency of the petitions; and

WHEREAS, certifications by the Town Clerk as to the sufficiency of the petitions have been made.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Mooresville, North Carolina that:

Section 1. A public hearing on the question of annexation of the contiguous and noncontiguous areas described herein will be held at the Mooresville Town Hall, 413 North Main Street, Mooresville, North Carolina at 6:00 p.m. on the dates listed on Attachment A.

Section 2. The areas proposed for annexation are listed on Attachment A.

Section 3. Notice of the public hearing shall be published once in a newspaper having general circulation in the Town of Mooresville, at least ten (10) days prior to the date of the public hearing.

This the 4th day of August 2025.

_____
Christopher Carney, Mayor

Attest: _____
Jane Crosby, Town Clerk

Attachment A

Tuesday, September 2, 2025

Contiguous

Name	Address	PINs	Acreage
Terri C. Pope	Ridge Avenue	4656-86-5790	0.45

Name	Address	PINs	Acreage
Phoenisa Myers and spouse, Jonathan Kelly Myers	287 Alcove Road	4645-66-3676	0.781

Noncontiguous

Name	Address	PINs	Acreage
June Staton Goodman	1304 Oakridge Farm Hwy	4677-45-7688	55.488

Monday, September 15, 2025

Noncontiguous

Name	Address	PINs	Acreage
Earnhardt Farms, LLC	148 Patterson Farm Road, Patterson Farm Road, 338 Rustic Road	4674-66-3977, 4674-78-3311, 4674-96-5019, 4684-25-0452	399.25

Certificate of Sufficiency

To the Board of Commissioners of the Town of Mooresville, North Carolina:

I, Jane Crosby, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

Owner: Terri C. Pope

Address: Ridge Avenue

PINs: 4656-86-5790

1. The petition contains a map and legal description of the area proposed for annexation, as described in Attachment A.
2. The area described in the petition is contiguous to the Town of Mooresville's primary corporate limits, as defined by G.S. 160A-31.
3. The petition is signed and includes addresses of all owners of real property lying in the areas described therein.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Mooresville, this 23rd day of July 2025.

(seal)

MOORESVILLE INCORPORATED 1873 NORTH CAROLINA

Jane Crosby, Town Clerk

ATTACHMENT A

ANNEXATION PETITION
(CONTIGUOUS)

Name	Address	PINs	Acreage
Terri C. Pope	Ridge Avenue	4656-86-5790	0.45

Town of Mooresville

Planning and Community Development Department
413 North Main St., Mooresville, NC 28115
704-662-7040

Voluntary Annexation and Utility Extension Application

Applicant	
Applicant/Company:	Terri C. Pope
Contact Person:	Terri C. Pope
Project Role:	
Address:	7372 Long Island Rd
Phone: 828-312-7594	Email: terripope1608@yahoo.com
Property Owner	
Property Owner:	Terri C. Pope
Contact Person:	Terri C. Pope
Address:	7372 Long Island Rd
Phone: 828-312-7594	Email: terripope1608@yahoo.com
Project Information	
Project Name:	Terri C Pope
Project Address:	
Parcel Identification Number(s) (PIN):	4656865790
Acreage:	.399
Current Zoning District(s):	RLS

Rezoning Proposed: ☐ No ☑ Yes. If yes, please submit a rezoning application concurrently with your annexation and utility extension request.

Project Description/Reason for Requesting Annexation:

Rezoning

Town of Mooresville

Planning and Community Development Department
413 North Main St., Mooresville, NC 28115
704-662-7040

Voluntary Annexation and Utility Extension Application

Minimum Requirements for Submittal
☐ Notarized petition of all property owners requesting annexation ☐ Original signed mylar plat of properties requested to be annexed labeled as "Annexation Plat for the Town of Mooresville, NC" with annexation certificate block ☐ Printed legal description of properties in paragraph form ☐ Electronic Word file of legal description ☐ Rezoning application, if applicable ☐ Proof of any vested rights claimed for properties requested to be annexed, if applicable ☐ Application Fee (per Application Fee Schedule)

Please note:

ALL property owners must sign petition for it to be valid.
Executors of estates cannot sign annexation petition.

Acknowledgements and Signatures

We the undersigned owners of real property believe that the area described herein meets the requirements of G.S. 160A-31 and/or G.S. 160A-58.1, and respectfully request that the area be annexed to the Town of Mooresville. The information on this application is complete and accurate, and I am authorized to submit this application. I understand that that upon annexation my property will be subject to all Town of Mooresville taxes, regulations, and rights. I authorize the subject property to be posted, inspected, and grant permission to the Town of Mooresville to collect relevant property data and imagery with the use of drone technology. The Town of Mooresville assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.

Property Owner Signature:	Date: 6/20/25
Property Owner Signature:	Date:
Property Owner Signature:	Date:

Revised Date 1/22/2021

Town of Mooresville

Planning and Community Development Department
750 W. Iredell Ave., Mooresville, NC 28115
704-662-7040

Voluntary Annexation Petition (to be completed by each owner)

The undersigned, being all the owners of the real property described in this application respectfully request the annexation of said property to the Town of Mooresville, North Carolina. I hereby acknowledge that:

1. The property is (check box below) and located at 555 Ridge Ave.

- ☑ **Contiguous** (property abuts directly on the Primary Corporate Limits of the Town of Mooresville, or is separated by the width of a street, creek/river, or the right-of-way of a railroad, or land owned by the state or another local government), OR
- ☐ **Non-Contiguous** (property is not contiguous to the Primary Corporate Limits of the Town of Mooresville also referred to as satellite)

2. The property is further described in the legal description and survey or plat that accompanies this petition.

3. All streets and utilities within the annexed area will be constructed and installed by the developer or successive property owners according to Town Ordinances.

4. Any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.

5. Any declaration of vested rights and proof thereof, have been submitted along with this annexation petition. I understand my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

6. I understand that that upon annexation my property will be subject to all Town of Mooresville taxes, regulations, and rights.

7. This petition is for voluntary annexation into the Town of Mooresville and subject to final approval of the Town Board of Commissioners.

Terri C Pope — 6/20/25

Signature of Property Owner — **Date**

Terri C. Pope

Printed Name

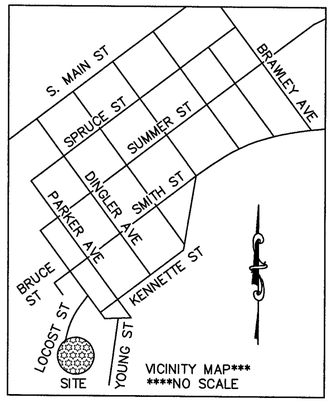
Terri C Pope **personally appeared before me this day and acknowledged the witness by my hand and official seal this the** 20 **day of** June, 2025

Notary Signature Danielle Upright

Notary Printed Name Danielle Upright

My commission expires July 28th 2029

DANIELLE UPRIGHT
Notary Public, North Carolina
Iredell County
My Commission Expires
July 28, 2029



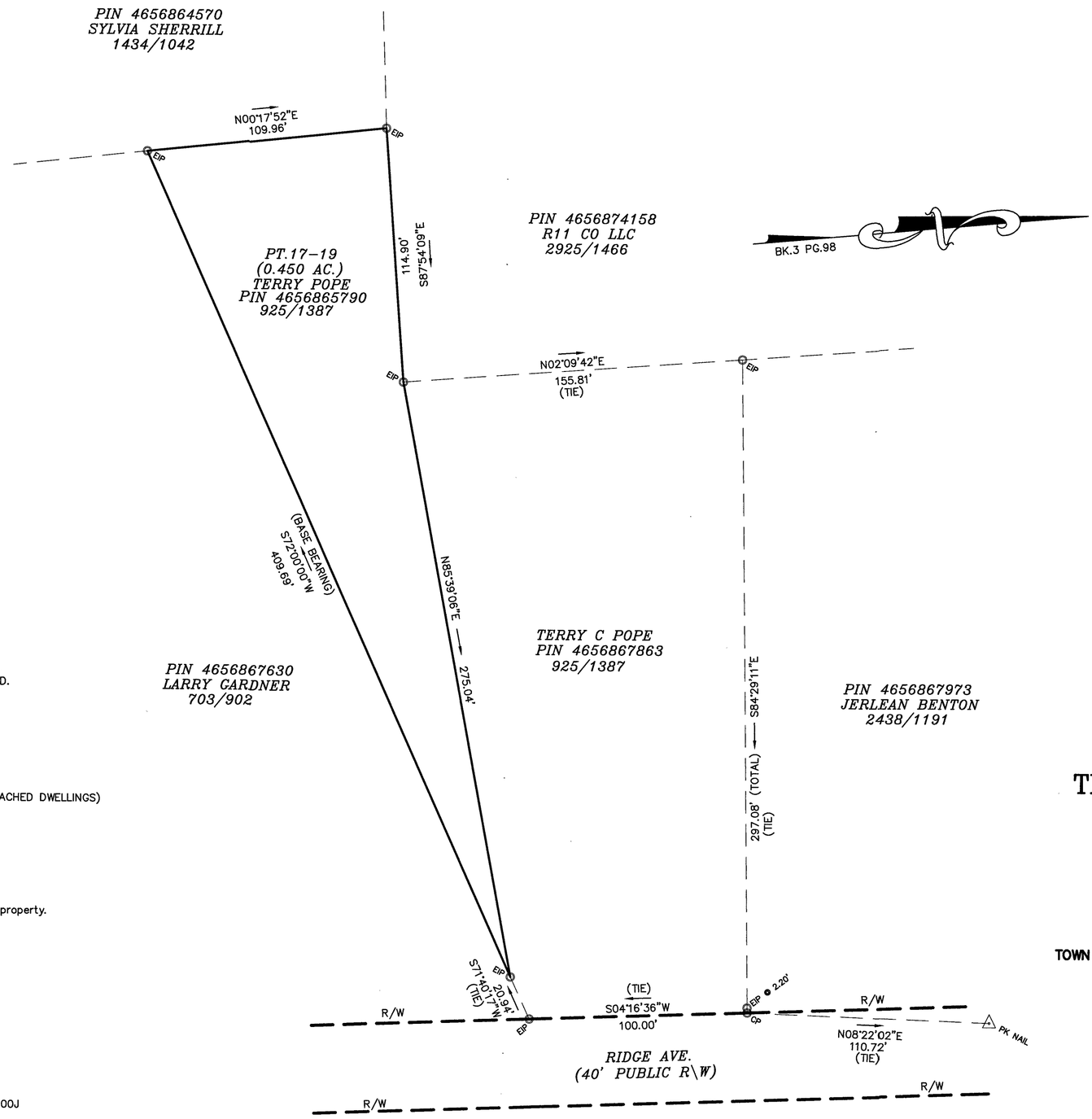
LEGEND

E.I.P. = EXISTING IRON FOUND
I.P.S. = #4 REBAR SET
C.P. = COMPUTED POINT
R/W = RIGHT-OF-WAY
= POWER POLE
= MANHOLE RIM
= LIGHT POLE

NOTES

1) THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
2) ACREAGE COMPUTED BY THE COORDINATE METHOD.
3) NO GRID MONUMENT FOUND WITHIN 2000 FEET.
4) OVERHEAD POWER
5) PROPERTY INFORMATION:
   TAX PARCEL: 4656865790
   DEED REF: 925/1387
6) SETBACKS SHOWN PER ZONING
   10' FRONT
   5' SIDE (FOR ALL OTHER USES EXCEPT DUPLEX/ATTACHED DWELLINGS)
   20' REAR
   VERIFY SETBACKS PRIOR TO ANY CONSTRUCTION
7) PROPERTY ZONED: MOORESVILLE "TN"
8) THIS PROPERTY LIES WITHIN FEMA FLOOD AREA "X"
9) DRAWN BY: BP
10) No geodetic monument found within 2000' of said property.

FLOOD STATEMENT
THE SUBJECT PROPERTY IS LOCATED WITHIN SPECIAL FLOOD HAZARD AREA "ZONE X" ACCORDING TO FLOOD INSURANCE RATE MAP – COMMUNITY PANEL #3710465600J EFFECTIVE DATE: 03/18/2008



THE TOWN BOARD OF THE TOWN OF MOORESVILLE, MEETING IN REGULAR SESSION ON THE _____ DAY OF _____, 20____, APPROVED THE EXTENSION OF THE CORPORATE LIMITS OF THE TOWN OF MOORESVILLE AS SHOWN ON THIS PLAT AND AS RECORDED IN MINUTE BOOK _____, PAGE _____.

TOWN CLERK AND/OR MAYOR

THE PROVISIONS OF G.S. 47-30 SHALL NOT APPLY TO BOUNDARY PLATS OF AREAS ANNEXED BY MUNICIPALITIES NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED IN NORTH CAROLINA. MADE THIS 18 DAY OF June 2025.

PROFESSIONAL LAND SURVEYOR

NORTH CAROLINA PROFESSIONAL SEAL L-3499 LAND SURVEYOR WILLIAM M. ALLEN

THIS PROPERTY IS AN EXISTING PARCEL OR PARCELS OF LAND

WILLIAM M. ALLEN L-3499

ANNEXATION MAP
FOR
THE TOWN OF MOORESVILLE
FOR
(0.450 AC.)
PIN.4656865790

PT.17-19 W N BALLARD
DEED BOOK 925 PG. 1387
TOWN OF MOORESVILLE, CODDLE CREEK TWSP., IREDELL CO., N.C.
SCALE: 1" = 40' DATE: JUNE 18, 2025

OWNER: TERRY C POPE
7372 LONG ISLAND RD
CATAWBA, NC 28609

GRAPHIC SCALE

40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

DAS
DON ALLEN & ASSOCIATES P.A.
"Since 1971"
Commercial * Residential * Mortgage Surveys * Multi-Family
Construction Staking * Subdivision Design * Topographical
127 Promenade Drive – Suite E * Mooresville , N.C. 28117
DASSurveying.com * (704) 664-7029 * info@donallensurvey.com

FILE NAME: RIDGE AVE 555

Legal Description
Parcel 4656865790

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

Beginning at a #4 rebar located on the western right-of-way of Ridge Avenue (40’ right-of-way), point being the northeast corner of Larry Gardner property (recorded in deed book 703 page 902); thence leaving said right-of-way S. 71-40-17 W. 20.94’ to the True Point of Beginning; thence with the common line of Larry Gardner S. 72-00-00 W. 409.69’ to a #4 rebar; thence with Sylvia Sherrill property (recorded in deed book 1434 page 1042) N. 00-17-52 E. 109.96’ to a #4 rebar; thence with the common line of R11 Company LLC property (recorded in deed book 2925 page 1466) S. 87-54-09 E. 114.90’ to a #4 rebar; thence N. 85-39-06 E. 275.04’ to the Point and Place of Beginning Containing 0.45 acres more or less according to a survey by Don Allen & Associates PA dated June 18, 2025.

Certificate of Sufficiency

To the Board of Commissioners of the Town of Mooresville, North Carolina:

I, Jane Crosby, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

Owners: Phoenisa Myers and spouse, Jonathan Kelly Myers

Address: 287 Alcove Rd

PINs: 4645-66-3676

1. The petition contains a legal description of the area proposed for annexation, as described in Attachment A.
2. The area described in the petition is contiguous to the Town of Mooresville's primary corporate limits, as defined by G.S. 160A-31.
3. The petition is signed and includes addresses of all owners of real property lying in the areas described therein.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Mooresville, this 23rd day of July 2025.

(seal)

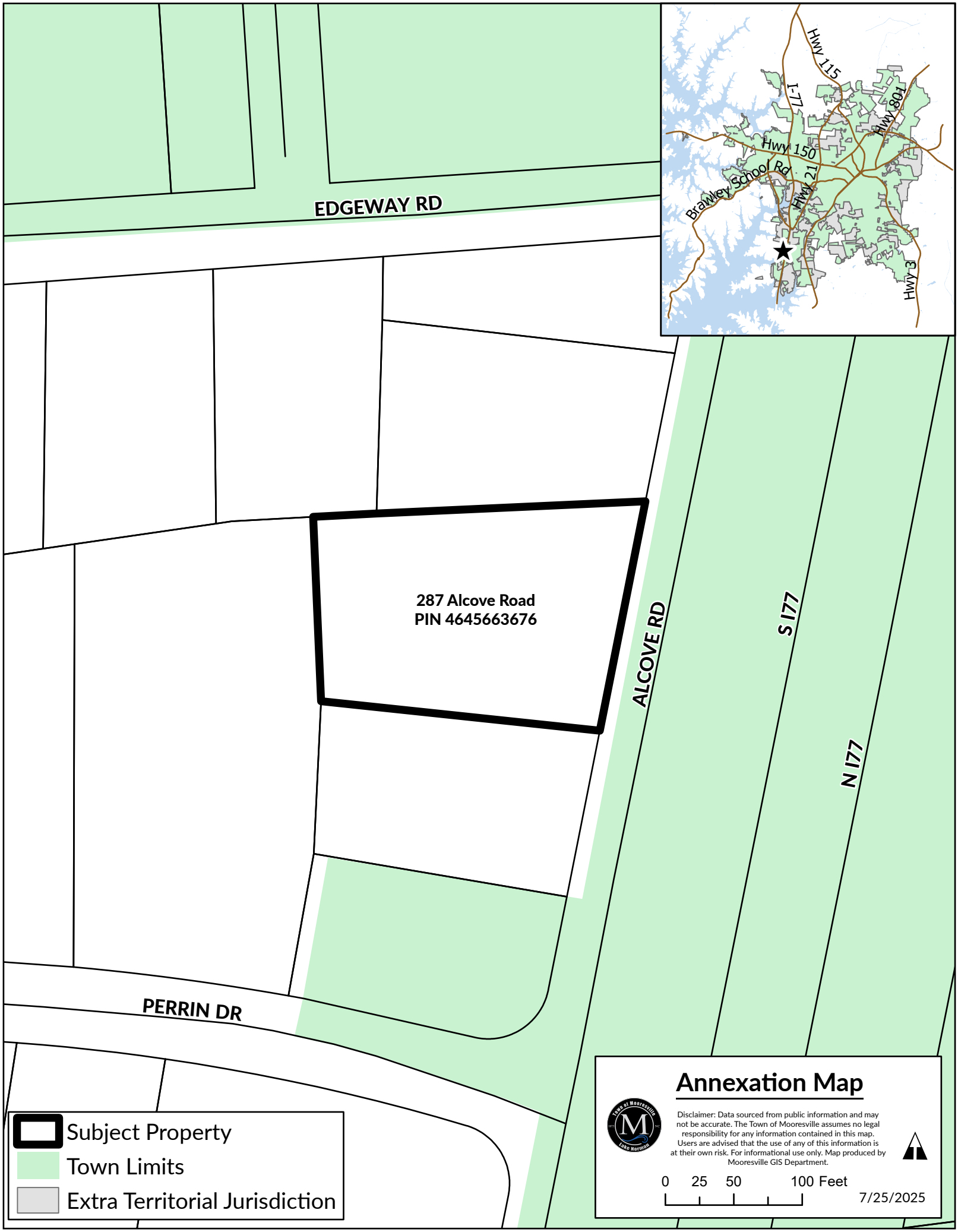
MOORESVILLE INCORPORATED 1873 NORTH CAROLINA

Jane Crosby, Town Clerk

ATTACHMENT A

ANNEXATION PETITION
(CONTIGUOUS)

Name	Address	PINs	Acreage
Phoenisa Myers and spouse, Jonathan Kelly Myers	287 Alcove Road	4645-66-3676	0.781


EDGEWAY RD
287 Alcove Road
PIN 4645663676
ALCOVE RD
S I77
N I77
PERRIN DR
Hwy 115
I-77
Hwy 801
Hwy 150
Brawley School Rd
Hwy 21
Hwy 3
Subject Property
Town Limits
Extra Territorial Jurisdiction
Annexation Map
Disclaimer: Data sourced from public information and may not be accurate. The Town of Mooresville assumes no legal responsibility for any information contained in this map. Users are advised that the use of any of this information is at their own risk. For informational use only. Map produced by Mooresville GIS Department.
0 25 50 100 Feet
7/25/2025

Legal Description Taken From Deed

Book 2656 Pages 2012-2013

BEGINNING at an iron pin in the western margin of the right-of-way for State Road 1206 at a common corner with Dunn (see Deed Book 717 at Page 812); and running thence with the line of Dunn North 81 deg. 40 min. 36 sec. West 205.96 feet to a point; thence North 00 deg. 03 min. 15 sec. East 132.08 feet to an iron pin; thence with the line of Wally (see Deed Book 514 at Page 7) and Caldwell (see Deed Book 538 at Page 315) North 87 deg. 46 min. 23 sec, East 242.20 feet to an iron pin in the margin of the aforementioned right-of-way; thence along the margin of said right-of-way South 12 deg. 37 min. West 175.55 feet to the point and place of BEGINNING, containing, 0.781 of an acre, more or less, according to that certain survey dated April 14, 1986 and prepared by Gerald V. Grant, Registered Surveyor.

Town of Mooresville

Planning and Community Development Department
413 North Main St., Mooresville, NC 28115
704-662-7040

Voluntary Annexation and Utility Extension Application

Minimum Requirements for Submittal
☑ Notarized petition of all property owners requesting annexation ☑ Original signed mylar plat of properties requested to be annexed labeled as "Annexation Plat for the Town of Mooresville, NC" with annexation certificate block ☑ Printed legal description of properties in paragraph form ☑ Electronic Word file of legal description ☑ Rezoning application, if applicable ☑ Proof of any vested rights claimed for properties requested to be annexed, if applicable ☑ Application Fee (per Application Fee Schedule)

Please note:

ALL property owners must sign petition for it to be valid.
Executors of estates cannot sign annexation petition.

Acknowledgements and Signatures

We the undersigned owners of real property believe that the area described herein meets the requirements of G.S. 160A-31 and/or G.S. 160A-58.1, and respectfully request that the area be annexed to the Town of Mooresville. The information on this application is complete and accurate, and I am authorized to submit this application. I understand that that upon annexation my property will be subject to all Town of Mooresville taxes, regulations, and rights. I authorize the subject property to be posted, inspected, and grant permission to the Town of Mooresville to collect relevant property data and imagery with the use of drone technology. The Town of Mooresville assumes no legal or financial liability to the applicant or any third party whatsoever by approving the plans associated with this permit.

Property Owner Signature: Thomas Myers	Date: 7-2-25
Property Owner Signature:	Date: 7-2-25
Property Owner Signature:	Date:

Revised Date 1/22/2021

Town of Mooresville

Planning and Community Development Department
750 W. Iredell Ave., Mooresville, NC 28115
704-662-7040

Voluntary Annexation Petition (to be completed by each owner)

The undersigned, being all the owners of the real property described in this application respectfully request the annexation of said property to the Town of Mooresville, North Carolina. I hereby acknowledge that:

1. The property is (check box below) and located at 287 Alcove Rd.

- ☑ **Contiguous** (property abuts directly on the Primary Corporate Limits of the Town of Mooresville, or is separated by the width of a street, creek/river, or the right-of-way of a railroad, or land owned by the state or another local government), OR
- ☐ **Non-Contiguous** (property is not contiguous to the Primary Corporate Limits of the Town of Mooresville also referred to as satellite)

2. The property is further described in the legal description and survey or plat that accompanies this petition.

3. All streets and utilities within the annexed area will be constructed and installed by the developer or successive property owners according to Town Ordinances.

4. Any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.

5. Any declaration of vested rights and proof thereof, have been submitted along with this annexation petition. I understand my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

6. I understand that that upon annexation my property will be subject to all Town of Mooresville taxes, regulations, and rights.

7. This petition is for voluntary annexation into the Town of Mooresville and subject to final approval of the Town Board of Commissioners.

Phoenisa Flowers Myers 7-2-25

Signature of Property Owner **Date**

Johnathon Kelly Myers Phoenisa Flowers Myers

Printed Name

Johnathan Kelly Myers & Phoenisa Flowers Myers **personally appeared before me this day and acknowledged the witness by my hand and official seal this the** 2nd **day of** July, 20 25

Notary Signature Lisa M. Smith

Notary Printed Name Lisa M. Smith

My commission expires 5-30-29

LISA M SMITH
My Commission Expires
NOTARY PUBLIC
05-30-29
CATAWBA COUNTY, NC

Town of Mooresville

Planning and Community Development Department
413 North Main St., Mooresville, NC 28115
704-662-7040

Voluntary Annexation and Utility Extension Application

Applicant	
Applicant/Company: Kelly Myers	
Contact Person: Kelly Myers	
Project Role: Owner	
Address: 287 Alcove Rd. Mooresville, NC 28117	
Phone: 704-621-5000	Email: ceo@getnds.com
Property Owner	
Property Owner: Jonathan K and Phoenisa Myers	
Contact Person: (Jonathan) Kelly Myers	
Address: 287 Alcove Rd. Mooresville, NC 28117	
Phone: 704-621-5000	Email: ceo@getnds.com
Project Information	
Project Name: Annexation 287 Alcove Road	
Project Address: 287 Alcove Rd. Mooresville, NC 28117	
Parcel Identification Number(s) (PIN): 4645663676	
Acreage: 0.781	
Current Zoning District(s): Iredell County- Residential Office (RO)	
Rezoning Proposed: ☐ No ☑ Yes. If yes, please submit a rezoning application concurrently with your annexation and utility extension request.	
Project Description/Reason for Requesting Annexation: emergency Annexation For Public Utilities	

Certificate of Sufficiency

To the Board of Commissioners of the Town of Mooresville, North Carolina:

I, Jane Crosby, Town Clerk, do hereby certify that I have investigated the attached petition for noncontiguous properties and hereby make the following findings:

Owner: Earnhardt Farms, LLC
148 Patterson Farm Road, Patterson Farm Road, 338 Rustic Road
PINs 4674663977, 4674783311, 4674965019, 4684250452,

I further find that the areas meet the standards for a noncontiguous area as specified in G.S. 160A-58.1(b), in that:

1. The petition includes a map(s) of the areas proposed for annexation.
2. The petition includes the names and addresses of all owners of real property lying in the areas described therein.
3. The petition includes the signatures of all owners of real property lying in the areas described therein, except those not required to sign by G.S. 160A-58.1(a).
4. The nearest point on the proposed satellite corporate limits is no more than three (3) miles from the primary corporate limits of the Town of Mooresville.
5. No point on the proposed satellite corporate limits is closer to the primary corporate limits of any municipality other than the Town of Mooresville.
6. The satellite areas are so situated that the Town of Mooresville will be able to provide the same services as are provided within its primary corporate limits.
7. To the extent that the proposed satellite areas contain any portion of a subdivision, the entire subdivision is included.
8. In accordance with S.L. 1997-219, the Town of Mooresville is not subject to G.S. 160A-58.1(b)(5) which requires the areas within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits of the Town, to not exceed ten percent (10%) of the area within the primary corporate limits of the Town.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Mooresville, this 22nd day of April 2025.

(seal)

MOORESVILLE INCORPORATED 1873 NORTH CAROLINA

Jane Crosby, Town Clerk

Town of Mooresville

Planning and Community Development Department
750 W. Iredell Ave., Mooresville, NC 28115
704-662-7040

Voluntary Annexation Petition (to be completed by each owner)

The undersigned, being all the owners of the real property described in this application respectfully request the annexation of said property to the Town of Mooresville, North Carolina. I hereby acknowledge that:

1. The property is (check box below) and located at 148 Patterson Rd. - PINS: 4674663977, 4674965019, 4684250452, 4674783311.

- ☐ **Contiguous** (property abuts directly on the Primary Corporate Limits of the Town of Mooresville, or is separated by the width of a street, creek/river, or the right-of-way of a railroad, or land owned by the state or another local government), OR
- ☒ **Non-Contiguous** (property is not contiguous to the Primary Corporate Limits of the Town of Mooresville also referred to as satellite)

2. The property is further described in the legal description and survey or plat that accompanies this petition.

3. All streets and utilities within the annexed area will be constructed and installed by the developer or successive property owners according to Town Ordinances.

4. Any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.

5. Any declaration of vested rights and proof thereof, have been submitted along with this annexation petition. I understand my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

6. I understand that that upon annexation my property will be subject to all Town of Mooresville taxes, regulations, and rights.

7. This petition is for voluntary annexation into the Town of Mooresville and subject to final approval of the Town Board of Commissioners.

Teresa Earnhardt as Manager Earnhardt Farms LLC 9.25.24

Signature of Property Owner **Date**

Teresa Earnhardt as Manager for Earnhardt Farms, LLC

Printed Name

Teresa Earnhardt **personally appeared before me this day and acknowledged the witness by my hand and official seal this the** 25th **day of** September, 20 24.

Notary Signature Leah Falzarano

Notary Printed Name Leah Falzarano

My commission expires October 14, 2026

Leah Falzarano
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires October 14, 2026

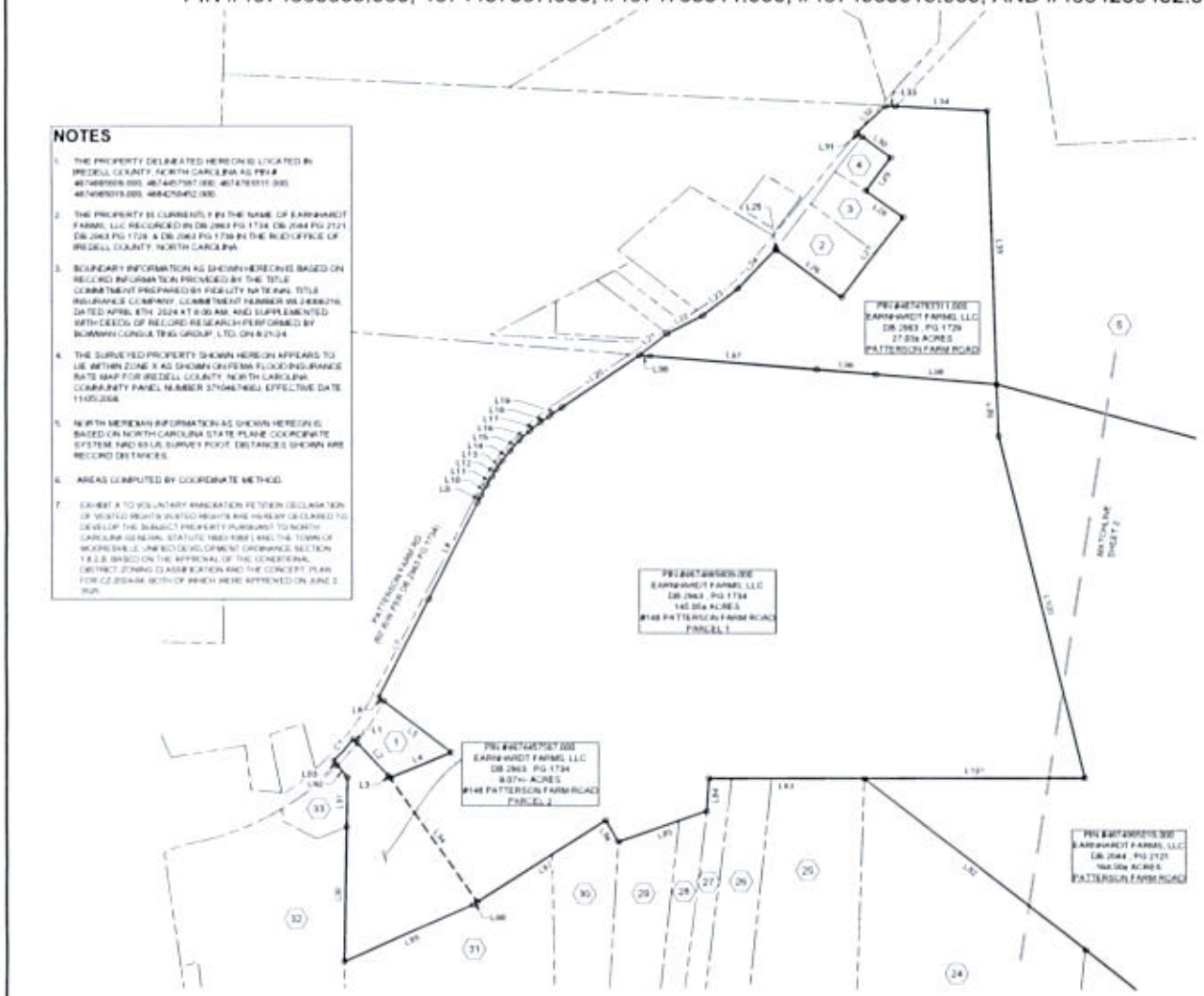
ORDINANCE RECORDED AT
BOOK _____ PAGE _____

ANNEXATION PLAT FOR THE TOWN OF MOORESVILLE

IREDELL COUNTY, NC - TOWNSHIP OF CODDLE CREEK

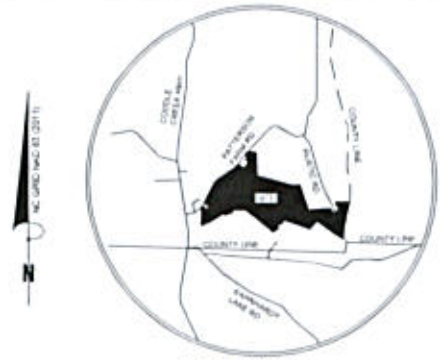
CASE NUMBER# _____

PIN #4674665609.000, 4674457587.000, #4674783311.000, #4674965019.000, AND #4684250452.000



NOTES

1. THE PROPERTY DELINEATED HEREON IS LOCATED IN IREDELL COUNTY, NORTH CAROLINA AS PIN # 4674665609.000, 4674457587.000, 4674783311.000, 4674965019.000, 4684250452.000.
2. THE PROPERTY IS CURRENTLY IN THE NAME OF EARNHARDT FARMS, LLC RECORDED IN DB 2963 PG 1734, DB 2044 PG 2121, DB 2963 PG 1729, & DB 2963 PG 1739 IN THE RLD OFFICE OF IREDELL COUNTY, NORTH CAROLINA.
3. BOUNDARY INFORMATION AS SHOWN HEREON IS BASED ON RECORD INFORMATION PROVIDED BY THE TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER IN-2408216, DATED APRIL 8TH, 2024 AT 8:00 AM, AND SUPPLEMENTED WITH DEEDS OF RECORD RESEARCH PERFORMED BY BOWMAN CONSULTING GROUP, LTD. ON 8/21/24.
4. THE SURVEYED PROPERTY SHOWN HEREON APPEARS TO LIE WITHIN ZONE X AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP FOR IREDELL COUNTY, NORTH CAROLINA, COMMUNITY PANEL NUMBER 3710467466J, EFFECTIVE DATE 11/05/2014.
5. NORTH MERIDIAN INFORMATION AS SHOWN HEREON IS BASED ON NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83 US SURVEY FOOT. DISTANCES SHOWN ARE RECORD DISTANCES.
6. AREAS COMPUTED BY COORDINATE METHOD.
7. EXHIBIT A TO VOLUNTARY ANNEXATION PETITION DECLARATION OF VESTED RIGHTS VESTED RIGHTS ARE HEREBY DECLARED TO DEVELOP THE SUBJECT PROPERTY PURSUANT TO NORTH CAROLINA GENERAL STATUTE 160D-108(D) AND THE TOWN OF MOORESVILLE UNIFIED DEVELOPMENT ORDINANCE SECTION 1.8.2.B. BASED ON THE APPROVAL OF THE CONDITIONAL DISTRICT ZONING CLASSIFICATION AND THE CONCEPT PLAN FOR CZ 2024-04, BOTH OF WHICH WERE APPROVED ON JUNE 3 2025.



VICINITY MAP
NOT TO SCALE

LEGEND

- PROPERTY LINE
- ADJOINER PROPERTY LINE (NOT SURVEYED)
- BOUNDARY CORNER (CALC POINT)
- (XX) ADJOINER TABLE LABEL

	#	PIN	OWNER	DB	PG
	1	4674475395	OESTREICH PATRICIA B ETAL	04E	18
	2	4674680645	KENNEDY LUTHER JR+ELLA	669	30
	3	4674781705	HART MARIE A	930	714
	4	4674781938	GRAY SHARON B	1176	19
	5	4674890072	ABERCROMBIE FARMS TR	2594	910
	6	4684077482	DANILUK BARRY J+SHERRY C	2964	1235
	7	4684161945	RUSTIC HOLDINGS LLC	3079	2079
	8	4684066504	JOHNSON REGINA R	1313	2218
IREDELL COUNTY	9	4684164146	LEES LAND INVESTMENTS LLC	3034	330
	10	4684252669	LP COMMERCIAL PROPERTIES LLC	2995	1647
	11	4684255020	LP COMERCIAL PROPERTIES LLC	2995	1647
	12	4684264125	LP COMERCIAL PROPERTIES LLC	2995	1647
	13	4684253265	LP COMERCIAL PROPERTIES LLC	2995	1647
	14	4684263304	LP COMERCIAL PROPERTIES LLC	2995	1647
	15	4684265593	ENERGYUNITED ELECTRIC MEMBERSHIP CORP	1057	470
	16	4684361950	CHICCARELLO ANTHONY+SHARON	2145	770
ROWAN COUNTY	17	468401365245	GREG IVES LLC	1341	964
ROWAN COUNTY	18	468401355730	LAMBERT TIMOTHY CRAIG & WF LAMBERT JANICE M	1354	22
	19	4684141520	MESIMER DEWEY L+JESSIE R LE	2760	1984
	20	4674947984	MESIMER DEWEY L+JESSIE R LE	2760	1984
	21	4674841512	BLAND ROBERT E	1660	1335
	22	4674846304	WHITLEY RONDA LE	2175	40
	23	4674842386	WHITLEY ANDREW L JR	2175	44
	24	4674745658	THE HEALING CHAMBER LLC	3060	1701
IREDELL COUNTY	25	4674843824	KENNEDY JAMES M+JO ANN R	1221	1723
	26	4674843865	ROGERS EDDIE W+PATRICIA F LE	2623	1825
	27	4674842707	ROGERS SHELLEY C	1055	738
	28	4674840785	CRAFT MARK E	1410	1732
	29	4674549745	ROGERS BOYD S+JUDITH A	996	703
	30	4674547745	ROGERS SAMUEL B+JUDITH A	930	682
	31	4674445521	GOODMAN ALAN F	858	5
	32	4674451238	CODDLE CREEK ARP CHURCH	375	82
	33	4674454820	CODDLE CREEK ARP CHURCH	1001	815

ANNEXATION AREA TABULATION:

PIN #4674665609.000 (PARCEL 1):	6,318,238 SQ.FT. OR 145.05± ACRES
PIN #4674457587.000 (PARCEL 2):	395,202 SQ.FT. OR 9.07± ACRES
PIN #4674783311.000:	1,177,262 SQ.FT. OR 27.03± ACRES
PIN #4674965019.000:	7,165,658 SQ.FT. OR 164.50± ACRES
PIN #4684250452.000 (PARCEL 1):	2,051,730 SQ.FT. OR 47.10± ACRES
PIN #4684250452.000 (PARCEL 2):	283,107 SQ.FT. OR 6.50± ACRES
ANNEXATION AREA:	**17,391,317 SQ.FT. OR 399.286 ACRES**

STATE OF NORTH CAROLINA, CITY OF MOORESVILLE

THIS IS AN ACCURATE MAP AS PREPARED BY G.S. 160A-30 SHALL BE USED PREPARED BY USING THE DEEDS OF RECORD.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

STATE OF NORTH CAROLINA, IREDELL COUNTY

THE FOREGOING CERTIFICATE OF _____ NOTARY PUBLIC IS CERTIFIED TO BE CORRECT. THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION THIS DAY AND HOUR AND SEALED RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IREDELL COUNTY, N.C. IN PLAT BOOK _____ PAGE _____ THIS _____ DAY OF _____ A.D. AT _____ O'CLOCK __M

_____
REGISTER OF DEEDS

STATE OF NORTH CAROLINA, IREDELL COUNTY

THE TOWN BOARD OF THE TOWN OF MOORESVILLE, NORTH CAROLINA IN A MEETING IN REGULAR SESSION ON THE _____ DAY OF _____ APPROVED THE EXTENSION OF THE CORPORATE LIMITS OF THE TOWN OF MOORESVILLE, NORTH CAROLINA AS SHOWN ON THIS PLAT AND AS RECORDED IN MINUTE BOOK _____ PAGE _____

_____
TOWN CLERK WITNESS WITNESS

SURVEYOR'S CERTIFICATION

I, MATTHEW C. SMITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION BASED ON RECORD INFORMATION PROVIDED BY THE TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER IN-2408216, DATED APRIL 8TH, 2024 AT 8:00 AM. THIS PLAT IS EXEMPT FROM THE REQUIREMENTS OF G.S. 47-30 PURSUANT TO G.S. 47-30(f). WITNESS MY ORIGINAL SIGNATURE, REGISTRATION LICENSE NUMBER AND SEAL THIS 26TH DAY OF AUGUST, A.D., 2024.

_____ 8/22/2025
MATTHEW C. SMITH DATE
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. L - 5507

NORTH CAROLINA SEAL L-5507 MATTHEW C. SMITH

SCALE: 1" = 400' DATE: 8/26/24

REVISION								

Bowman

Bowman North Carolina LTD.
4038 Barrett Drive, Suite 104
Raleigh, NC 27609

Phone: (984) 555-4570
F-11491
www.bowman.com

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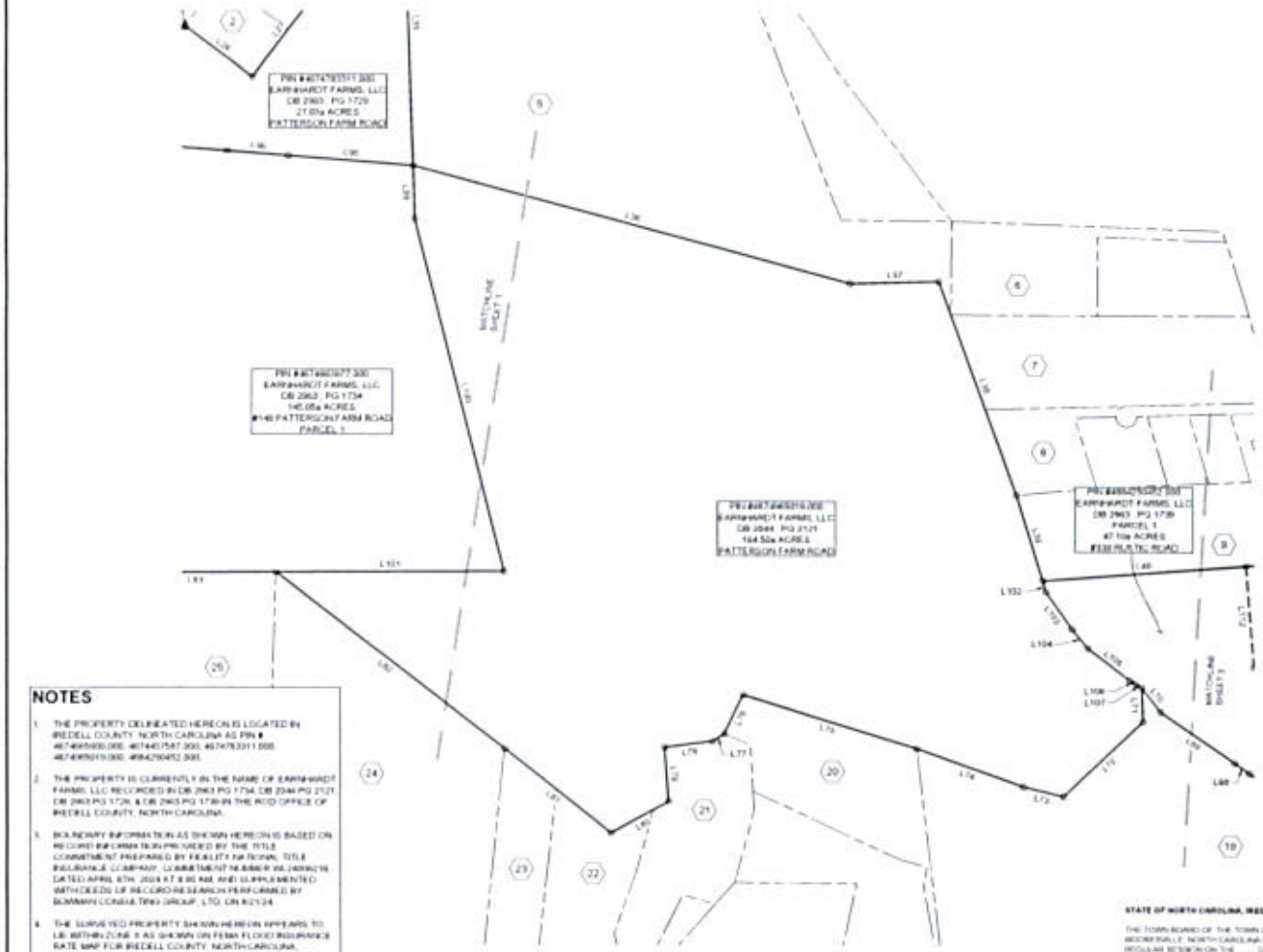
DWG: P:\BOW...\Annexation Exhibit.dwg	BY: WTC	CHK: MCS	QC:
BCG PROJECT NO: 16003619-001	TASK: 00003	SURVEY DATE: 8/26/24	SHEET: 1 OF 4

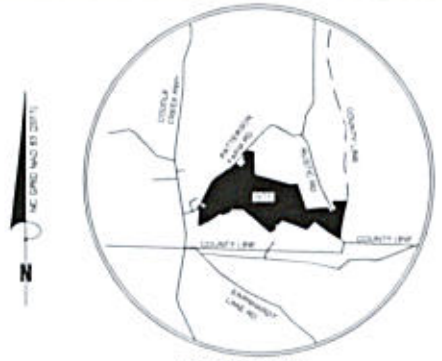
ANNEXATION PLAT FOR THE TOWN OF MOORESVILLE

IREDELL COUNTY, NC - TOWNSHIP OF CODDLE CREEK

CASE NUMBER# _____

PIN #4674665609.000, 4674457587.000, #4674783311.000, #4674965019.000, AND #4684250452.000





VICINITY MAP
NOT TO SCALE

N

LEGEND

- PROPERTY LINE
- ADJOINER PROPERTY LINE (NOT SURVEYED)
- BOUNDARY CORNER (CALC POINT)
- (XX) ADJOINER TABLE LABEL

#	PIN	OWNER	DB	PG
1	4674475395	DESTREICH PATRICIA B ETAL	04E	18
2	4674689545	KENNEDY LUTHER JR+EULA	669	30
3	4674781705	HART MARIE A	899	714
4	4674781938	GRAY SHARON B	1176	19
5	4674890072	ABERCROMBIE FARMS TR	2594	910
6	4684077482	DANILUK BARRY J+SHERRY C	2964	1235
7	4684161945	RUSTIC HOLDINGS LLC	3079	2078
8	4684068504	JOHNSON REGINA R	1313	2218
9	4684164146	LEES LAND INVESTMENTS LLC	3034	330
10	4684252569	LP COMMERCIAL PROPERTIES LLC	2995	1647
11	4684265020	LP COMMERCIAL PROPERTIES LLC	2995	1647
12	4684264125	LP COMMERCIAL PROPERTIES LLC	2995	1647
13	4684263265	LP COMMERCIAL PROPERTIES LLC	2995	1647
14	4684263304	LP COMMERCIAL PROPERTIES LLC	2995	1647
15	4684265563	ENERGYUNITED ELECTRIC MEMBERSHIP CORP	1097	470
16	4684361950	CHICCARELLO ANTHONY+SHARON	2145	770
17	468401365245	GREG IVES LLC	1341	964
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23	4674842096	WHITLEY ANDREW L JR	2175	44
24	4674745658	THE HEALING CHAMBER LLC	3060	1701
25	4674848824	KENNEDY JAMES M+JO ANN R	1221	1723
26	4674843685	ROGERS EDDIE W+PATRICIA F LE	2623	1825
27	4674842707	ROGERS SHELLEY C	1055	738
28	4674840785	CRAFT MARK E	1410	1732
29	4674849745	ROGERS BOYD S+JUDITH A	996	703
30	4674547745	ROGERS SAMUEL B+JUDITH A	930	682
31	4674445521	GOODMAN ALAN F	858	5
32	4674451738	CODDLE CREEK ARP CHURCH	375	62
33	4674454820	CODDLE CREEK ARP CHURCH	1001	815

NOTES

1. THE PROPERTY DELINEATED HEREON IS LOCATED IN IREDELL COUNTY, NORTH CAROLINA AS PIN # 4674665609.000, 4674457587.000, 4674783311.000, 4674965019.000, 4684250452.000.
2. THE PROPERTY IS CURRENTLY IN THE NAME OF EARNHARDT FARMS, LLC RECORDED IN DB 2963 PG 1734, DB 2044 PG 2121, DB 2963 PG 1729, & DB 2963 PG 1739 IN THE ROD OFFICE OF IREDELL COUNTY, NORTH CAROLINA.
3. BOUNDARY INFORMATION AS SHOWN HEREON IS BASED ON RECORD INFORMATION PROVIDED BY THE TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER INL2400276, DATED APRIL 8TH, 2024 AT 8:00 AM, AND SUPPLEMENTED WITH DEEDS OF RECORD RESEARCH PERFORMED BY BOWMAN CONSULTING GROUP, LTD. ON 8/21/24.
4. THE SURVEYED PROPERTY SHOWN HEREON APPEARS TO LIE WITHIN ZONE X AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP FOR IREDELL COUNTY, NORTH CAROLINA, COMMUNITY PANEL NUMBER 3710467400J, EFFECTIVE DATE 11/05/2008.
5. NORTH MEREDIAN INFORMATION AS SHOWN HEREON IS BASED ON NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83 US SURVEY FOOT. DISTANCES SHOWN ARE RECORD DISTANCES.
6. AREA AS COMPUTED BY COORDINATE METHOD.
7. EXHIBIT A TO VOLUNTARY ANNEXATION PETITION DECLARATION OF VESTED RIGHTS VESTED RIGHTS ARE HEREBY DECLARED TO DEVELOP THE SUBJECT PROPERTY PURSUANT TO NORTH CAROLINA GENERAL STATUTE 160D-108(D) AND THE TOWN OF MOORESVILLE UNIFIED DEVELOPMENT ORDINANCE SECTION 18.2.8. BASED ON THE APPROVAL OF THE CONDITIONAL DISTRICT ZONING CLASSIFICATION AND THE CONCEPT PLAN FOR CZ-2024-04 (BOTH OF WHICH WERE APPROVED ON JUNE 3, 2024).

400 200 0 400 800
GRAPHIC SCALE
1" = 400'

STATE OF NORTH CAROLINA, CITY OF MOORESVILLE

THIS PLAN AS DRAWN AND NOTE AS SHOWN IS A CORRECT SURVEY AS REQUIRED BY G.S. 160A-38, SHOWN AND BEING PREPARED BY ME (OR UNDER MY SUPERVISION) FROM AN ACTUAL SURVEY MADE BY ME (OR UNDER MY SUPERVISION) FROM DEEDS AND OTHER INSTRUMENTS OF RECORD AND FROM MAPS AND PLATS OF RECORD; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; AND THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS DAY OF A.D.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

STATE OF NORTH CAROLINA, IREDELL COUNTY

THE FOREGOING CERTIFICATE OF _____ NOTARY PUBLIC IS CERTIFIED TO BE CORRECT. THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, IREDELL COUNTY, NC, IN PLAT BOOK _____ PAGE _____ THIS _____ DAY OF _____ A.D. AT _____ O'CLOCK __M

REGISTER OF DEEDS

STATE OF NORTH CAROLINA, IREDELL COUNTY

THE TOWN BOARD OF THE TOWN OF MOORESVILLE, NORTH CAROLINA MEETING IN REGULAR SESSION ON THE ___ DAY OF _____, APPROVED THE EXTENSION OF THE CORPORATE LIMITS OF THE TOWN OF MOORESVILLE, NORTH CAROLINA AS SHOWN ON THIS PLAT AND AS RECORDED IN MINUTE BOOK _____ PAGE _____

TOWN CLERK AND/OR MAYOR

ANNEXATION AREA TABULATION:

PIN #4674665609.000 (PARCEL 1):	6,319,238 SQ.FT. OR 145.05± ACRES
PIN #4674457587.000 (PARCEL 2):	895,052 SQ.FT. OR 9.07± ACRES
PIN #4674783311.000:	1,177,282 SQ.FT. OR 27.03± ACRES
PIN #4674965019.000:	7,160,868 SQ.FT. OR 164.50± ACRES
PIN #4684250452.000 (PARCEL 1):	2,991,790 SQ.FT. OR 47.10± ACRES
PIN #4684250452.000 (PARCEL 2):	285,107 SQ.FT. OR 6.54± ACRES
ANNEXATION AREA :	**17,391,317 SQ.FT. OR 399.36± ACRES**

NORTH CAROLINA
MATTHEW C. SMITH
SEAL L-5007

SCALE: 1" = 400'
DATE: 8/28/24

REVISION

Bowman

Bowman North Carolina LTD
4824 Parrett Drive, Suite 104
Raleigh, NC 27616
Phone: (984) 333-4570
F-1445
www.bowman.com

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CHNG V1909: Tool Management Company (FIDEBA01-07 SJV) Records: Surveying Data Used/Surveyor/Addendum/1909V1-07 Annexation Plat.dwg		BY: WTC	CHK: MCS	QC:
BCG PROJECT NO: 19909N-01-001	TASK: 00003	SURVEY DATE: 4/22/25		SHEET: 2 OF 4

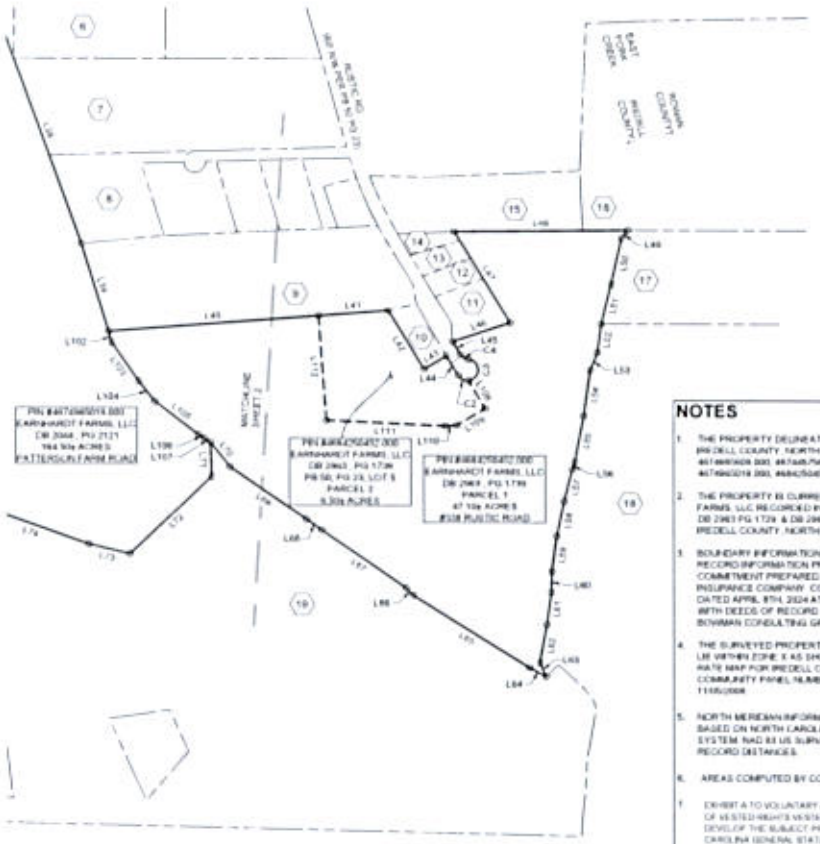
ORDINANCE RECORDED AT
BOOK _____ PAGE _____

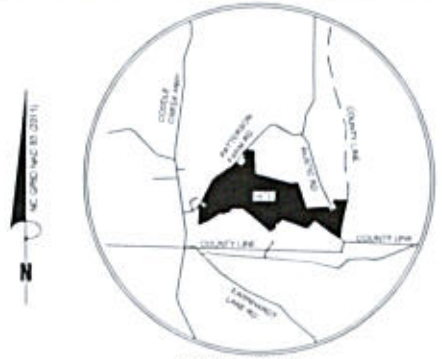
ANNEXATION PLAT FOR THE TOWN OF MOORESVILLE

IREDELL COUNTY, NC - TOWNSHIP OF CODDLE CREEK

CASE NUMBER# _____

PIN #4674665609.000, 4674457587.000, #4674783311.000, #4674965019.000, AND #4684250452.000





VICINITY MAP
NOT TO SCALE

LEGEND

- PROPERTY LINE
- ADJOINER PROPERTY LINE (NOT SURVEYED)
- BOUNDARY CORNER (CALC POINT)
- (XX) ADJOINER TABLE LABEL

NOTES

1. THE PROPERTY DELINEATED HEREON IS LOCATED IN IREDELL COUNTY, NORTH CAROLINA AS PIN # 4674665609.000, 4674457587.000, 4674783311.000, 4674965019.000, 4684250452.000.
2. THE PROPERTY IS CURRENTLY IN THE NAME OF EARNHARDT FARMS, LLC RECORDED IN DB 2963 PG 1744, DB 2944 PG 2121, DB 2963 PG 1739 & DB 2963 PG 1739 IN THE ROD OFFICE OF IREDELL COUNTY, NORTH CAROLINA.
3. BOUNDARY INFORMATION AS SHOWN HEREON IS BASED ON RECORD INFORMATION PROVIDED BY THE TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER #IS-2408216, DATED APRIL 8TH, 2024 AT 8:00 AM, AND SUPPLEMENTED WITH DEEDS OF RECORD RESEARCH PERFORMED BY BOWMAN CONSULTING GROUP, LTD. ON 8/21/24.
4. THE SURVEYED PROPERTY SHOWN HEREON APPEARS TO LIE WITHIN ZONE X AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP FOR IREDELL COUNTY, NORTH CAROLINA, COMMUNITY PANEL NUMBER 3710467400J, EFFECTIVE DATE 11/05/2008.
5. NORTH MERIDIAN INFORMATION AS SHOWN HEREON IS BASED ON NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83 US SURVEY FOOT. DISTANCES SHOWN ARE RECORD DISTANCES.
6. AREAS COMPUTED BY COORDINATE METHOD.
7. EXHIBIT A TO VOLUNTARY ANNEXATION PETITION DECLARATION OF VESTED RIGHTS VESTED RIGHTS MAY HEREBY BE DECLARED TO DEVELOP THE SUBJECT PROPERTY PURSUANT TO NORTH CAROLINA GENERAL STATUTE 160D-108(F) AND THE TOWN OF MOORESVILLE UNIFIED DEVELOPMENT ORDINANCE SECTION 1.8.2.B, BASED ON THE APPROVAL OF THE CONDITIONAL DISTRICT ZONING CLASSIFICATION AND THE CONCEPT PLAN FOR CZ-2024-04, BOTH OF WHICH WERE APPROVED ON JUNE 3, 2025.

#	PIN	OWNER	DB	PG
1	4674475395	OESTREICH PATRICIA B ET AL	04E	18
2	4674689545	KENNEDY LUTHER JR+EULA	669	30
3	4674781705	HART MARIE A	899	714
4	4674781938	GRAY SHARON B	1176	19
5	4674890072	ABERCROMBIE FARMS TR	2594	910
6	4684077482	DANELIK BARRY J+SHERRY C	2964	1235
7	4684161945	RUSTIC HOLDINGS LLC	3079	2078
8	4684068504	JOHNSON REGINA R	1313	2218
9	4684164146	LEES LAND INVESTMENTS LLC	3034	330
10	4684252669	LP COMMERCIAL PROPERTIES LLC	2965	1647
11	4684265020	LP COMERCIAL PROPERTIES LLC	2965	1647
12	4684264125	LP COMERCIAL PROPERTIES LLC	2965	1647
13	4684263265	LP COMERCIAL PROPERTIES LLC	2965	1647
14	4684263304	LP COMERCIAL PROPERTIES LLC	2965	1647
15	4684265583	ENERGYUNITED ELECTRIC MEMBERSHIP CORP	1097	470
16	4684361950	CHICCARELLO ANTHONY+SHARON	2145	770
17	4684013665245	GREG IVES LLC	1341	984
18	4684013557730	LAMBERT TIMOTHY CRAIG & WF LAMBERT JANICE M	1354	22
19	4684141520	MESIMER DEWEY L+JESSIE R LE	2760	1984
20	4674947984	MESIMER DEWEY L+JESSIE R LE	2760	1984
21	4674941512	BLAND ROBERT E	1660	1335
22	4674846304	WHITLEY RONDA LE	2175	40
23	4674842396	WHITLEY ANDREW L JR	2175	44
24	4674745659	THE HEALING CHAMBER LLC	3060	1701
25	4674648824	KENNEDY JAMES M+JO ANN R	1221	1723
26	4674643685	ROGERS EDDIE W+PATRICIA F LE	2623	1825
27	4674642707	ROGERS SHELLEY C	1055	738
28	4674640785	CRAFT MARK E	1410	1732
29	4674649745	ROGERS BOYD S+JUDITH A	996	703
30	4674547745	ROGERS SAMUEL III+JUDITH A	930	682
31	4674445521	GOODMAN ALAN F	858	5
32	4674451238	CODDLE CREEK ARP CHURCH	375	62
33	4674454820	CODDLE CREEK ARP CHURCH	1001	815

IREDELL COUNTY

ROWAN COUNTY

IREDELL COUNTY

STATE OF NORTH CAROLINA, CITY OF MOORESVILLE

THIS IS AN ACCURATE MAP AS REQUIRED BY G.S. 160A-29. SAID MAP BEING PREPARED BY (UNDER THE ORDER OF RECORD)

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

STATE OF NORTH CAROLINA, IREDELL COUNTY

THE FOREGOING CERTIFICATES OF _____ NOTARY PUBLIC IS/ARE CERTIFIED TO BE CORRECT. THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION THIS DAY AND HOUR AND DULY RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IREDELL COUNTY, N.C. IN PLAT BOOK _____ PAGE _____ THIS _____ DAY OF _____, A.D. AT _____ O'CLOCK __M.

_____
REGISTER OF DEEDS

STATE OF NORTH CAROLINA, IREDELL COUNTY

THE TOWN BOARD OF THE TOWN OF MOORESVILLE, NORTH CAROLINA MEETING IN REGULAR SESSION ON THE ___ DAY OF _____, _____ APPROVED THE ANNEXATION OF THE CORPORATE LIMITS OF THE TOWN OF MOORESVILLE, NORTH CAROLINA AS SHOWN ON THIS PLAT AND AS RECORDED IN MINUTE BOOK _____ PAGE _____

_____
TOWN CLERK ANDAOR MAYOR

ANNEXATION AREA TABULATION

PIN #4674665609.000 (PARCEL 1):	6,316,238 SQ.FT. OR 145.00± ACRES
PIN #4674457587.000 (PARCEL 2):	395,202 SQ.FT. OR 9.07± ACRES
PIN #4674783311.000:	1,177,282 SQ.FT. OR 27.03± ACRES
PIN #4674965019.000:	7,165,608 SQ.FT. OR 164.50± ACRES
PIN #4684250452.000 (PARCEL 1):	2,051,730 SQ.FT. OR 47.10± ACRES
PIN #4684250452.000 (PARCEL 2):	281,107 SQ.FT. OR 6.50± ACRES
ANNEXATION AREA:	17,391,317 SQ.FT. OR 399.256 ACRES

400 200 0 400 800
GRAPHIC SCALE
1" = 400'

SCALE 1" = 400'

DATE 8/28/24

REVISION

Bowman

Bowman North Carolina LTD.
4038 Barrett Drive, Suite 104
Raleigh, NC 27609

Phone (980) 580-6870
F-1441
www.bowman.com

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DWG V:\8609-1st Management Company (7)\8609-01 SVY Mooresville Technology Use Cases\Survey\Plat\Annexation\8609-01 Annex.dwg		BY: WTC	CHK: MCS	QC:
BCG PROJECT NO: 18609-01-001	TASK: 00003	SURVEY DATE: 4/22/25		SHEET: 1 OF 4

NORTH CAROLINA
MATTHEW C. SMITH
L-5007
LAND SURVEYOR

ORDINANCE RECORDED AT
BOOK ____, PAGE ____

ANNEXATION PLAT FOR THE TOWN OF MOORESVILLE

IREDELL COUNTY, NC - TOWNSHIP OF CODDLE CREEK

CASE NUMBER# ____________________

PIN #4674665609.000, 4674457587.000, #4674783311.000, #4674965019.000, AND #4684250452.000

Line Table		
Line #	Length	Direction
[illegible]	[illegible]	[illegible]

Line Table		
Line #	Length	Direction
[illegible]	[illegible]	[illegible]

Line Table		
Line #	Length	Direction
[illegible]	[illegible]	[illegible]

Line Table		
Line #	Length	Direction
[illegible]	[illegible]	[illegible]

Line Table		
Line #	Length	Direction
[illegible]	[illegible]	[illegible]

Line Table		
Line #	Length	Direction
[illegible]	[illegible]	[illegible]

Curve Table				
Curve #	Length	Radius	Bearing	Chord
C1	[illegible]	[illegible]	[illegible]	[illegible]
C2	[illegible]	[illegible]	[illegible]	[illegible]
C3	[illegible]	[illegible]	[illegible]	[illegible]
C4	[illegible]	[illegible]	[illegible]	[illegible]

LEGAL DESCRITPIONS:

[illegible]

ANNEXATION AREA TABULATION:

PIN #4674665609.000 (PARCEL 1)	6,314,238 SQ.FT. OR 145.0[illegible] ACRES
PIN #4674457587.000 (PARCEL 2)	395,292 SQ.FT. OR 9.07± ACRES
PIN #4674783311.000	1,177,282 SQ.FT. OR 27.03± ACRES
PIN #4674965019.000	7,166,898 SQ.FT. OR 164.53± ACRES
PIN #4684250452.000 (PARCEL 1)	2,051,780 SQ.FT. OR 47.10± ACRES
PIN #4684250452.000 (PARCEL 2)	283,107 SQ.FT. OR 6.50± ACRES
ANNEXATION AREA	17,391,317 SQ.FT. OR 399.26± ACRES

SCALE 1" = 400'

DATE 8/28/24

REVISION

NORTH CAROLINA
MATTHEW C. SMITH

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Bowman

Bowman North Carolina LTD.
4006 Barrett Drive, Suite 104
Raleigh, NC 27609

Phone (919) 553-6570
F-1445
www.bowman.com

BY WTC | CHK MCS | QC

BCG PROJECT NO. [illegible] | TASK 06003 | SURVEY DATE [illegible]

SHEET 4 OF 4

Town of Mooresville

Board of Commissioners

To:	Honorable Mayor and Board of Commissioners
From:	Parks & Recreation
Subject:	Consider a request by the Experience & Engagement Department to approve the first reading of the Ordinance to permanently expand the boundaries of the Downtown Mooresville Social District and an Ordinance to temporarily expand the boundaries of the Downtown Mooresville Social District on September 13, 2025 from 4-9 p.m. for the Bands, Brews & BBQ Festival.
Type:	Regular Agenda
Date:	August 4, 2025

SUMMARY: This item will include a permanent and a temporary expansion to the Mooresville Downtown Social District. The permanent expansion will include the Mill One area into the Social District. The temporary expansion will include Liberty Park on September 13, 2025 from 4-9 p.m. for the Bands, Brews & BBQ Festival.

STRATEGIC PRIORITY AREAS AND GOALS:
Strategic Priority Area 1: Safety and Community Well-being for All
Strategic Plan Goal: Explore and execute inclusive events to connect communities
Strategic Priority Area 2: Operational Excellence
Strategic Plan Goal: Provide quality customer experience for both internal and external customers

ACTION RECOMMENDED:

ATTACHMENTS:

Social_District_Expansion_Ordinance__7-7-25_legal_edits.pdf

Social_District_Temporary_Expansion_Ordinance__7-7-25___legal_edits_.pdf

An Ordinance Amending the Boundaries of the Mooresville Downtown Social District

WHEREAS, G.S. § 160A-205.4 and G.S. § 18B-300.1 allows governing bodies of local government units to establish social districts and common areas where permittees may sell alcoholic beverages in designated cups to be taken into the common area for consumption; and

WHEREAS, the Town of Mooresville Board of Commissioners ("Town Board") determined that the designation of a social district was in the best interest of the residents and businesses of the Town of Mooresville and the Town Board established the Mooresville Downtown Social District as a social district in accordance with North Carolina General Statute Chapter 18B and Section 160A-205.4 on September 6, 2022; and

WHEREAS, the Town Board finds that the established Mooresville Downtown Social District has promoted community and economic development for the residents and businesses of the Town of Mooresville; and

WHEREAS, the Town Board finds that it would be in the best interest of the residents and businesses of the Town of Mooresville to expand the boundaries of the Mooresville Downtown Social District; and

WHEREAS, the Town Board desires to amend the map incorporated by reference in Section 15-134 of the Town Code of Ordinances ("Town Code") to welcome additional areas into the Mooresville Downtown Social District.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Mooresville:

SECTION 1. The map attached and incorporated by reference in Section 15-134 of the Town Code is hereby amended to the map as shown in Exhibit A of this ordinance, incorporated by reference as if fully set forth herein.

SECTION 2. The Town Clerk, or designee, shall update the Mooresville Downtown Social District map on file by replacing it with the map attached in Exhibit A, and shall submit the updated map to the North Carolina Alcoholic Beverage Control Commission as required by G.S. § 18B-300.1.

SECTION 3. The Mooresville Downtown Social District Management and Maintenance Plan, Board Policy BP-ADM-019, adopted August 1, 2022, shall be updated to reflect the new social district boundaries as provided in Exhibit A.

SECTION 4. New boundaries of the social district will be clearly marked with signs affixed to the prominent entrance/exit points.

SECTION 5. This ordinance shall be effective upon the date of its adoption by the Town Board of Commissioners.

Approved this the _____ day of _____, 2025.

_____
Christopher Carney, Mayor

Attest: _____
Jane Crosby, Town Clerk

Approved as to form: _____
Sharon T. Crawford, Town Attorney

EXHIBIT A


Mooresville
Social Service District
Updated Social District

An Ordinance to Temporarily Extend the Social District Boundaries on September 13, 2025 from 4-9 PM for the Bands, Brews, BBQ Festival

WHEREAS, G.S. § 160A-205.4 and G.S. § 18B-300.1 allows governing bodies of local government units to establish social districts and common areas where permittees may sell alcoholic beverages in designated cups to be taken into the common area for consumption; and

WHEREAS, the Town of Mooresville Board of Commissioners ("Town Board") determined that the designation of a social district was in the best interest of the residents and businesses of the Town of Mooresville and the Town Board established the Mooresville Downtown Social District as a social district in accordance with North Carolina General Statute Chapter 18B and Section 160A-205.4 on September 6, 2022; and

WHEREAS, the Town Board finds that the established Mooresville Downtown Social District has promoted community and economic development for the residents and businesses of the Town of Mooresville; and

WHEREAS, the Town Board finds that it would be in the best interest of the residents and businesses of the Town of Mooresville to temporarily expand the boundaries of the Mooresville Downtown Social District for the Bands, Brews & BBQ Festival on September 13, 2025 from 4 p.m. to 9 p.m.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Mooresville:

SECTION 1. The boundaries of the Mooresville Downtown Social District will be temporarily expanded as shown in Exhibit A on September 13, 2025, from 4 p.m. to 9 p.m. for the Bands, Brews & BBQ Festival.

SECTION 2. New temporary boundaries of the social district will be clearly marked with signs affixed to the prominent entrance/exit points.

SECTION 3. This ordinance shall be effective upon the date of its adoption by the Town Board of Commissioners.

Approved this the _____ day of _____, 2025.

_____
Christopher Carney, Mayor

Attest: _____
Jane Crosby, Town Clerk

Approved as to form: _____
Sharon T. Crawford, Town Attorney

EXHIBIT A


Mooresville
Social Service District
Permanent Social District
Temporary Social District

RESOLUTION TO ADJUST TOWN OF MOORESVILLE TAX SCROLL FOR 2025

WHEREAS, the Town of Mooresville ("Town") has appointed the Iredell County Tax Collector as the Town Tax Collector pursuant to North Carolina General Statute § 105-349; and

WHEREAS, pursuant to North Carolina General Statute § 105-319, a tax scroll is prepared every year for the Town of Mooresville; and

WHEREAS, based on the information provided by the Iredell County Tax Collector acting in his position as the Town Tax Collector, an adjustment to the Town tax scroll for 2025 is necessary in the following amounts:

1. Releases: $1,090.48
2. Additions: $18,766.69
3. Vehicles: $367,007.69

NOW, THEREFORE, BE IT RESOLVED that the Town of Mooresville Board of Commissioners hereby adjusts the Town of Mooresville tax scroll for 2025 by the following amounts:

1. Releases: $1,090.48
2. Additions: $18,766.69
3. Vehicles: $367,007.69

RESOLVED, this the _____ day of _____, 20_____.

_____
Mayor

Attested by:

_____
Town Clerk