



**AGENDA**  
**CITY OF LENOIR**  
**CITY COUNCIL MEETING**  
**905 WEST AVENUE**  
**TUESDAY, JULY 18, 2023**  
**6:00 P.M.**



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## **I. CALL TO ORDER**

- A. Moment of Silence & Pledge of Allegiance

## **II. MATTERS SCHEDULED FOR PUBLIC HEARINGS**

- A. Water Shortage Response Plan: A public hearing will be held to receive public comments regarding the Water Shortage Response Plan (WSRP.) The WSRP is posted on the City website at [www.cityoflenoir.com](http://www.cityoflenoir.com) and is available at City Hall for public review during regular business hours. Staff recommends City Council adopt the Resolution to approve the Water Shortage Response Plan for the City of Lenoir (as revised) and as submitted.
- B. Special Use Permit #1-23; 537 Wilkesboro Boulevard NE: A quasi-judicial public hearing will be held to consider a Special Use Permit #1-23 as requested by Maxwell Barlowe to permit a Major Vehicle Services business in the General Business District (B-2) zoning district for property located at 537 Wilkesboro Boulevard, NCPIN#2759596079 subject to the following conditions:
1. All lighting shall be fully cut-off and shielded so as to eliminate/maximize light spill-over onto adjacent residential properties.
  2. The mature buffer and berm are required to remain and must be maintained by the subject property owner in accordance with Finding #5 as listed in the Staff Report. If the existing tree line is damaged or dies, it must be replaced with a 20' vegetative buffer. The berm must also be maintained.
  3. The applicant must obtain zoning and sign permits from the Lenoir Planning Department within two years of the issuance of the SUP. All proposed changes must adhere to Section 714 of the Lenoir Zoning Ordinance.

## **II. CONSENT AGENDA ITEMS**

- A. Minutes: Approval of the minutes of the City Council Meeting of Tuesday, June 20, 2023 as submitted.
- B. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, June 27, 2023 as submitted.
- C. Contract for Services; Request for Qualifications, Lenoir Fire Department Station #1 Infrastructure Repair (Stormwater): Request for Qualifications were sent out on Friday, May 26 with a closing date of Friday, June 9. Based on the selection committee responses and RFQ's submitted, Staff recommends approval to award the contract for the LFD Infrastructure Repair (Stormwater) to WK Dickson for Basic Engineering Services not to exceed the sum of \$546,366.00 as submitted and as recommended by City Staff.

- D. Street Naming for shared driveway off Walt Arney Road, Stallings Place:  
Planning Staff recommend the naming of Stallings Place, as it is currently a shared driveway that serves three (3) dwellings without appropriate signage to allow for E-911 addressing and access to rear properties.

#### **IV. REQUESTS AND PETITIONS OF CITIZENS**

#### **V. REPORTS OF BOARDS AND COMMISSIONS**

#### **VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER**

##### **A. Items of Information**

1. The Shelby Rae Moore Band will perform on the downtown stage on Friday, July 21 from 7:00 p.m. – 10:00 p.m.
2. The Board of Adjustment will meet on Monday, July 24 at 5:30 p.m. at the City/County Meeting Chambers.
3. The movie “The Bad Guys” will be shown on the downtown stage on Friday, July 28 from 8:30 p.m. – 11:00 p.m.
4. The annual Harambee Festival will be held from August 5 through August 11 at the Martin Luther King, Jr. Center. Events will be scheduled throughout the week.

##### **B. Items for Council Action**

1. Order of Abatement; 712 Hillcrest Street NW: City Staff recommends adoption of an Order of Abatement for property located at 712 Hillcrest Street NW, Parcel ID#06 19 2 25 and NCPIN#2749581926 directing Staff to proceed with the demolition and removal of the structure.

#### **VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY**

#### **VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR**

- A. Announcement of Board Appointment, Alternate; Board of Adjustment: Mayor Gibbons will announce Michael Careccia to City Council for consideration of approval to fill the vacant Alternate position on the Board of Adjustment (BOA) that expires June 30, 2025. This appointment will be placed on the August 1 Agenda for City Council’s consideration of approval. Mr. Careccia currently serves as a member of the Lenoir Planning Board.
- B. Announcement of Board Appointment; Lenoir Tourism Development Authority: Mayor Gibbons will announce Karin Davidson to serve a four-year term on the Lenoir Tourism Development Authority (LTDA) that expires June 30, 2027. This appointment will be placed on the August 1 Agenda for City Council’s consideration of approval.

#### **IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS**

#### **X. ADJOURNMENT**

**CITY OF LENOIR**  
**COUNCIL ACTION FORM**

- I. Agenda Item:** Public Hearing - Consideration of a Resolution to Adopt the Lenoir Water Shortage Response Plan (WSRP) (Revised)
- II. Background Information:** The City of Lenoir is required by NCGS 143-355(l) to develop and implement water conservation measures to respond to drought and other water shortage conditions. These measures are set out in a Water Shortage Response Plan adopted by the City Council. The revised plan has recently been reviewed by the NCDEQ Division of Water Resources and it has determined that the plan meets the minimum criteria established in the statute. The Water Shortage Response Plan is required to be updated every five years and adopted by the City Council. The plan cannot be considered compliant until a new adopted resolution is received by the DWR. This plan reflects the responses and protocols established by the Catawba Wateree Water Management Group and the Drought Management Advisory Group that the City participates in with 19 other jurisdiction along the Catawba River. No material changes to the WSRP have been made regarding the response procedures that are currently in place.
- III. Staff Recommendation:** Staff recommends City Council hold a **Public Hearing at the July 18, 2023 Council Meeting** to receive public comment on the WSRP and upon closing the hearing, adopt the resolution approving the revised WSRP as presented.
- IV. Reviewed by:**
- City Attorney:** \_\_\_\_\_
- Finance Director:** \_\_\_\_\_
- Public Works/Public Utilities Director:** \_\_\_\_\_



CITY MANAGER  
SCOTT E. HILDEBRAN

CITY OF LENOIR  
NORTH CAROLINA

MAYOR  
JOSEPH L. GIBBONS

CITY COUNCIL  
J. T. BEAL  
F. K. GREER  
T. H. PERDUE  
J. I. PERKINS  
R. S. PRESTWOOD  
D. F. STEVENS  
C. D. THOMAS

**RESOLUTION FOR APPROVING LENOIR WATER SHORTAGE RESPONSE PLAN**

**WHEREAS**, North Carolina General Statute 143-355 (I) requires that each unit of local government that provides public water service and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan and submitted to the NC Department of Environmental Quality for review and approval; and

**WHEREAS**, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for the City of Lenoir, has been developed and submitted to the Mayor and City Council for approval; and

**WHEREAS**, the Mayor and City Council find that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (I) and that it will provide appropriate guidance for the future management of water supplies for the City of Lenoir, as well as, useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Lenoir that the Water Shortage Response Plan entitled, Lenoir Water Shortage Response Plan dated July 18, 2023, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

**BE IT FURTHER RESOLVED** that the Mayor and City Council intend that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SEAL

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Shirley M. Cannon, City Clerk





**Notice of Public Hearing  
City of Lenoir  
Water Shortage Response  
Plan (Revised)**

A Public Hearing will be held by the Lenoir City Council to receive public comment on the Lenoir Water Shortage Response Plan (as revised). The Public Hearing will be held on Tuesday July 18, 2023 at 6:00 PM in the City/County Council Chambers, 905 West Avenue, NW at the Lenoir City Council meeting. A copy of the Water Shortage Response Plan can be viewed at Lenoir City Hall or on the City of Lenoir website at [www.cityoflenoir.com](http://www.cityoflenoir.com). Questions or comments regarding the plan may be directed to 828-757-2175 or by email to [rlthomas@ci.lenoir.nc.us](mailto:rlthomas@ci.lenoir.nc.us).

North Carolina General Statute 143 355 (I) requires that each unit of local government that provides public water service and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan and submitted to the NC Department of Environmental Quality for review and approval. As required by the general statute and in the interests of sound local planning, a Water Shortage Response Plan for the City of Lenoir has been developed and submitted to the Mayor and City Council for consideration and approval.

**July 11, 2023**

## City of Lenoir, North Carolina

### Water Shortage Response Plan

#### I. Definitions

##### (a.) Water Shortage

The term "water shortage" shall be defined as any condition or situation which threatens the safety or supply of either treated or potable water within the water supply, treatment or distribution systems of the city or within the systems of the municipal, commercial or industrial customers. The City Manager or his/her designee shall determine whether specific situations are considered to be water shortages, after consultation with the Director of Public Services or his/her designee. Water shortage situations shall include, but are not limited to, drought, or periods of insufficient raw water supply, and fires of a magnitude, such that system integrity is threatened.

##### (b.) Drought Management Advisory Group (DMAG) / Low Inflow Protocol (LIP)

The Drought Management Advisory Group (DMAG) is a team of owners of large water intakes in the Catawba River Basin, state agencies, and Duke Energy, tasked with formulating a basin wide response to low flow conditions, as defined in the Low Inflow Protocol (LIP). Low Inflow Protocol (LIP) means prescribed levels of escalating response to drought conditions based on trigger points for use during periods of low inflow to the reservoirs on the Catawba River.

#### II. Authorization

The Lenoir City Manager shall enact the following water shortage response provisions whenever the trigger conditions outlined in section IV are met. In his or her absence, the Public Services Director or Utilities Operations Manager will assume this role.

Mr. Scott Hildebran, Lenoir City Manager – Phone: (828) 757-2200 – E-mail: [shildebran@ci.lenoir.nc.us](mailto:shildebran@ci.lenoir.nc.us)

Mr. Radford L. Thomas, Lenoir Public Services Director- Phone: (828) 757-2219 –E-mail: [rlthomas@ci.lenoir.nc.us](mailto:rlthomas@ci.lenoir.nc.us)

Dr. Jeff Church, Utilities Operations Manager – Phone (828) 757-4459 – Email: [jeff.church@ci.lenoir.nc.us](mailto:jeff.church@ci.lenoir.nc.us)

#### III. Notification

The following notification methods will be used to inform water system employees and customers of a water shortage declaration: employee e-mail announcements, notices at municipal buildings, notices in water bills and on the City of Lenoir website (<http://www.cityoflenoir.com>). Required water shortage response measures will be communicated through *The Lenoir News Topic*, PSA announcements on local radio and cable stations and on the City of Lenoir website. Declaration of emergency water restrictions or water rationing will be communicated to all customers by telephone through use of reverse 911 (Code Red).

#### IV. Levels of Response

Five levels of water shortage response are outlined in the table below. The five levels of water shortage response are: voluntary reductions, mandatory reductions I and II, emergency reductions and water rationing. A detailed description of each response level and corresponding water reduction measures follow below.

| Stage | Response                | Description                                                                                                                                                                                                                             |
|-------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Voluntary Reductions    | Water users are encouraged to reduce their water use and improve water use efficiency; however, no penalties apply for noncompliance. Water supply conditions indicate a potential for shortage.                                        |
| 2     | Mandatory Reductions I  | Water users must abide by required water use reduction and efficiency measures; penalties apply for noncompliance. Water supply conditions are significantly lower than the seasonal norm and water shortage conditions are expected to |
| 3     | Mandatory Reductions II | Same as in Stage 2                                                                                                                                                                                                                      |
| 4     | Emergency Reductions    | Water supply conditions are substantially diminished and pose an imminent threat to human health or environmental integrity.                                                                                                            |
| 5     | Water Rationing         | Water supply conditions are substantially diminished and remaining supplies must be allocated to preserve human health and environmental integrity.                                                                                     |

In Stage 1, Voluntary Reductions, all water users will be asked to reduce their normal water use by five (5%). Customer education and outreach programs will encourage water conservation and efficiency measures including: irrigating landscapes a maximum of one inch per week; preventing water waste, runoff and watering impervious surfaces; watering plants deeply to encourage root growth; washing only full loads in clothes and dishwashers; using spring-loaded nozzles on garden hoses; and identifying and repairing all water leaks.

In Stage 2, Mandatory Reductions I, all customers are expected to reduce their water use by ten (10%) in comparison to their previous month's water bill. In addition to continuing to encourage all voluntary reduction actions, the following restrictions apply: irrigation is limited to a half inch per week between 8PM and 8AM; outdoor use of drinking water for washing impervious surfaces is prohibited; and all testing and training purposes requiring drinking water (e.g. fire protection) will be limited.

In Stage 3, Mandatory Reductions II, customers must continue actions from all previous stages and further reduce water use by twenty (20%) compared to their previous month's water bill. All non-essential uses of drinking water are banned and garden and landscape irrigation must be reduced to the minimum amount necessary for survival. Additionally, in Stage 3, a drought surcharge of one and one half (1.5) times the normal water rate applies.

In Stage 4, Emergency Reductions, customers must continue all actions from previous stages and further reduce their water use by twenty-five (25%) compared to their previous month's water bill. A ban on all use of drinking water except to protect public health and safety is implemented and drought surcharges increase to two (2) times the normal water rate.

The goal of Stage 5, Water Rationing, is to provide drinking water to protect public health (e.g. residences, residential health care facilities and correctional facilities). In Stage 5, all customers are only permitted to use water at the minimum required for public health protection. Firefighting is the only allowable outdoor water use and pickup locations for distributing potable water will be announced according to Lenoir's Emergency Response Plan. Drought surcharges increase to five (5) times the normal water rate.

## V. Triggers

Lenoir's source of water is Lake Rhodhiss. Lenoir will abide by the triggers identified by Duke Power in accordance with the drought stage triggers incorporated into the Low Inflow Protocol.

## Return to Normal

When water shortage conditions have abated and the situation is returning to normal, water conservation measures employed during each phase should be decreased in reverse order of implementation. Permanent measures directed toward long-term monitoring and conservation should be implemented or continued so that the community will be in a better position to prevent shortages and respond to recurring water shortage conditions.

## VI. Enforcement

The provisions of the water shortage response plan will be enforced by City of Lenoir utilities department and police personnel. Violators may be reported on the City's phone line or the e-mail contact listed on the City's website. Citations are assessed according to the following schedule depending on the number of prior violations and current level of water shortage.

| Water Shortage Level                     | First Violation | Second Violation           | Third Violation            |
|------------------------------------------|-----------------|----------------------------|----------------------------|
| Voluntary Reductions                     | N/A             | N/A                        | N/A                        |
| Mandatory Reductions<br>(Stages 2 and 3) | Warning         | \$250                      | Discontinuation of Service |
| Emergency Reductions                     | \$250           | Discontinuation of Service | Discontinuation of Service |
| Water Rationing                          | \$500           | Discontinuation of Service | Discontinuation of Service |

Drought surcharge rates are effective in Stages 3, 4 and 5.

## VII. Public Comment

Customers will have multiple opportunities to comment on the provisions of the water shortage response plan. First, a draft plan will be available at City Hall for customers to view. A notice will be included in customer water bill notifying them of such. A draft plan will be published on the City of Lenoir website. A public hearing will be scheduled with notice printed in all customer water bills to collect comments on the draft. All subsequent revisions to the draft plan will be published at least 30 days prior to an adoption vote by the Lenoir City Council.

## VIII. Variance Protocols

Applications for water use variance requests are available from the City of Lenoir website and City Public Utilities Office. All applications must be submitted to the Public Utilities Office for review by the Public Utilities Operations Manager or his or her designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: impact on water demand, expected duration, alternative source options, social and economic importance, purpose (i.e. necessary use of drinking water) and the prevention of structural damage.

## **IX. Effectiveness**

The effectiveness of the Lenoir water shortage response plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained and evaluation of demand reductions compared to the previous year's seasonal data.

## **X. Revision**

The water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years in conjunction with the updating of our Local Water Supply Plan. Further, a water shortage response planning work group will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to the Lenoir City Council. The City of Lenoir Utilities Operations Manager is responsible for initiating all subsequent revisions.

**CITY OF LENOIR****COUNCIL ACTION FORM: July 18, 2023****I. Agenda Item:**

SUP1-23: Special Use Permit at 537 Wilkesboro Boulevard

**II. Background Information:**

An evidentiary hearing will be held to consider a special use permit request as submitted by Maxwell Barlowe to permit a Major Vehicle Services business in the General Business District (B-2) zoning district on property located at 537 Wilkesboro Boulevard.

See attached staff report for the analysis supporting this request.

**III. Staff and Planning Board Recommendation:**

Planning staff and the Planning Board recommend approval of the requested quasi-judicial Special Use Permit for the proposed major vehicle service business based on the findings on page 5 of the attached staff report and subject to the following conditions:

1. All lighting shall be fully cut-off and shielded so as to eliminate/minimize light spill-over onto adjacent residential properties.
2. The mature buffer and berm are required to remain and must be maintained by the subject property owner in accordance with Condition #5. If the existing tree line is damaged or dies, it must be replaced with a 20' vegetative buffer. The berm must also be maintained.
3. The applicant must obtain zoning and sign permits from the Lenoir Planning Department within two years of the issuance of the SUP. All proposed changes must adhere to Sec. 714 of the Lenoir Zoning Ordinance.

**IV. Reviewed by:**

**City Attorney:** \_\_\_\_\_

**Finance Director:** \_\_\_\_\_

**Planning Director:** Hannah Williams

**SPECIAL USE PERMIT #1/23**  
**PLANNING DEPARTMENT**  
**CITY OF LENOIR, 801 WEST AVENUE, LENOIR, NC 28645**

**APPLICANT:** MAX BARLOWE

**OWNER:** BARLOWE SOLUTIONS

**SUBJECT:** ORDER OF THE CITY OF LENOIR ISSUING SUP #1/23

**SITE:** 537 WILKESBORO BLVD NE

**ZONING:** B-2 GENERAL BUSINESS DISTRICT

**PROPOSAL:** MAJOR VEHICLE SERVICE

**DATE EFFECTIVE:** JULY 18, 2023

The Lenoir City Council took action on October 18, 2022 to APPROVE with conditions the Special Use Permit (SUP #1/22). The Special Use Permit is for a ground floor residential use within the National Register Historic District and B-3 zone.

The Lenoir City Council having heard the evidence presented by duly sworn staff, considered the argument of the parties, makes the following findings of fact:

1. The proposed special use will comply with all height, yard, lot and area requirements and other regulations of the district in which it is located unless otherwise specified. *The existing building does not comply with the B-2 front yard setback of 10', nor does it have 25' of public road frontage, but complies with all other setback, lot size, and height requirements. Because the existing development does not propose expansion at this time, the two legally non-conforming conditions are allowed to remain.*
2. All driveways will be designed with respect to such matters as proper ingress and egress for automobiles in order to minimize traffic congestion and increase pedestrian safety and conveniences. *There is one existing driveway across the abutting property to access this development. The easement in place in Deed Book 2083 Page 581 and drawn in Plat Book 37 Page 91 ensure that this access will be available without issue.*
3. Off-street parking and loading areas will be provided in compliance with the Zoning Ordinance. *This site has a large parking area on the east side of the property that is used to store customer vehicles and equipment. Three parking spaces per 1,000 SF of floor area is required by the zoning ordinance. For this space, 22 spaces are required, and more than that are provided.*
4. The establishment of the special use will not hinder the normal and orderly development and improvement of surrounding property for uses already permitted in the district. *The establishment of this use will have minimal impacts to surrounding properties because it is located along Wilkesboro Blvd, an area where automotive service and sales, and major vehicle service is already common. This use will not hinder the development of the southern lot fronting Wilkesboro Blvd, which is also zoned B-2, nor will it hinder the residential zones to the north due to the mature tree buffer.*
5. Any required screening and landscaping will be designed or planted with full consideration of the effectiveness of individual plant types, dimensions, and characteristics in minimizing the noise, glare, visual impacts and other economic effects on adjoining properties. *Where the subject property shares a boundary with residential properties, the mature tree line and berm must be maintained by the property owner. If the existing tree line is damaged or dies, it must be replaced with a 20' vegetative buffer as a condition of approval, consisting of a combination of evergreen and deciduous trees, in accordance with the standards in Sec. 712.8 of the Lenoir zoning ordinance. The berm must also be maintained and replaced should it be damaged.*
6. Any permitted signs and proposed exterior lighting will be designed to reduce glare and to mitigate any adverse effects of sign size and height; so as to make the signs aesthetically pleasing and compatible with adjoining properties. *This development will be permitted signs as allowed in the General Business zone, according to Article 11 of the Lenoir Zoning Ordinance with a valid Zoning Permit. No additional lighting is proposed at this time. As a condition of approval, all exterior lighting will be designed to reduce glare and light pollution on neighboring properties.*



- 7. The exterior architectural appearance and functional plan of any proposed building or structure will not vary greatly from any buildings or structures already construction or in the course of construction in the immediate vicinity or from the character of the applicable district, so as to cause a substantial depreciation in the property values of the immediate vicinity. *No major renovation or substantial improvement has been proposed at this time outside of basic maintenance of the building, so the appearance and character will remain the same. Substantial improvements to this property will be subject to the architectural and site design standards for the B-2 zoning district, according to Sec. 714 of the Lenoir Zoning Ordinance. An expansion to the floor area greater than 10% is considered a major modification and would require SUP approval.*
- 8. The type, size, hours of operations, location of the use upon the site, and intensity of the proposed special use will not be harmful or annoying to surrounding properties. *The proposed use has similar hours and intensity to nearby automotive and major vehicle uses. The use will be limited to the size of the lot and location of the existing building and parking lot in its current configuration.*

The Lenoir City Council grants the Special Use Permit with the following conditions:

- 1. *All lighting shall be fully cut-off and shielded so as to eliminate/minimize light spill-over onto adjacent residential properties.*
- 2. *The mature buffer and berm are required to remain and must be maintained by the subject property owner in accordance with Finding #5. If the existing tree line is damaged or dies, it must be replaced with a 20’ vegetative buffer. The berm must also be maintained.*
- 3. *The applicant must obtain zoning and sign permits from the Lenoir Planning Department within two years of the issuance of the SUP. All proposed changes must adhere to Sec. 714 of the Lenoir Zoning Ordinance.*

This Special Use Permit shall be effective immediately upon approval and execution. Site plan approval shall be required prior to issuance of the zoning permit.

An appeal by those with standing may be taken to the Superior Court of Caldwell County within 30 days of the receipt of this letter.

SO ORDERED this the 18th day of July, 2023 by the Lenoir City Council

ATTEST:

\_\_\_\_\_  
Joe Gibbons, Mayor

\_\_\_\_\_  
Shirley Cannon, Clerk



# Staff Report

## Special Use Permit

### CASE NUMBER SUP #1/23

## LOCATION MAP/AERIAL PHOTOGRAPH



## SUMMARY

### Owner

BARLOWE SOLUTIONS LLC

### Applicant

Maxwell Barlowe

### Location

537 Wilkesboro Blvd, between intersections of Hibriten Drive and Tremont Park Dr

### NC PIN

2759596079

### Project Planner

Hannah Williams

Updated July 13, 2023

### Applicant's Request:

The applicant is requesting a Special Use Permit for Major Vehicle services in the General Business District (B-2) zoning district.

### Staff Recommendation:

Approval of the request, subject to the conditions in this report.

### Planning Board Recommendation:

Approval of the request, see page 6.

### Public Comment:

**Planning Board Meeting:** Scheduled for June 26, 2023. Notices were mailed to adjacent property owners on June 16, 2022.

**City Council (Evidentiary Hearing):** Scheduled for July 18, 2023.

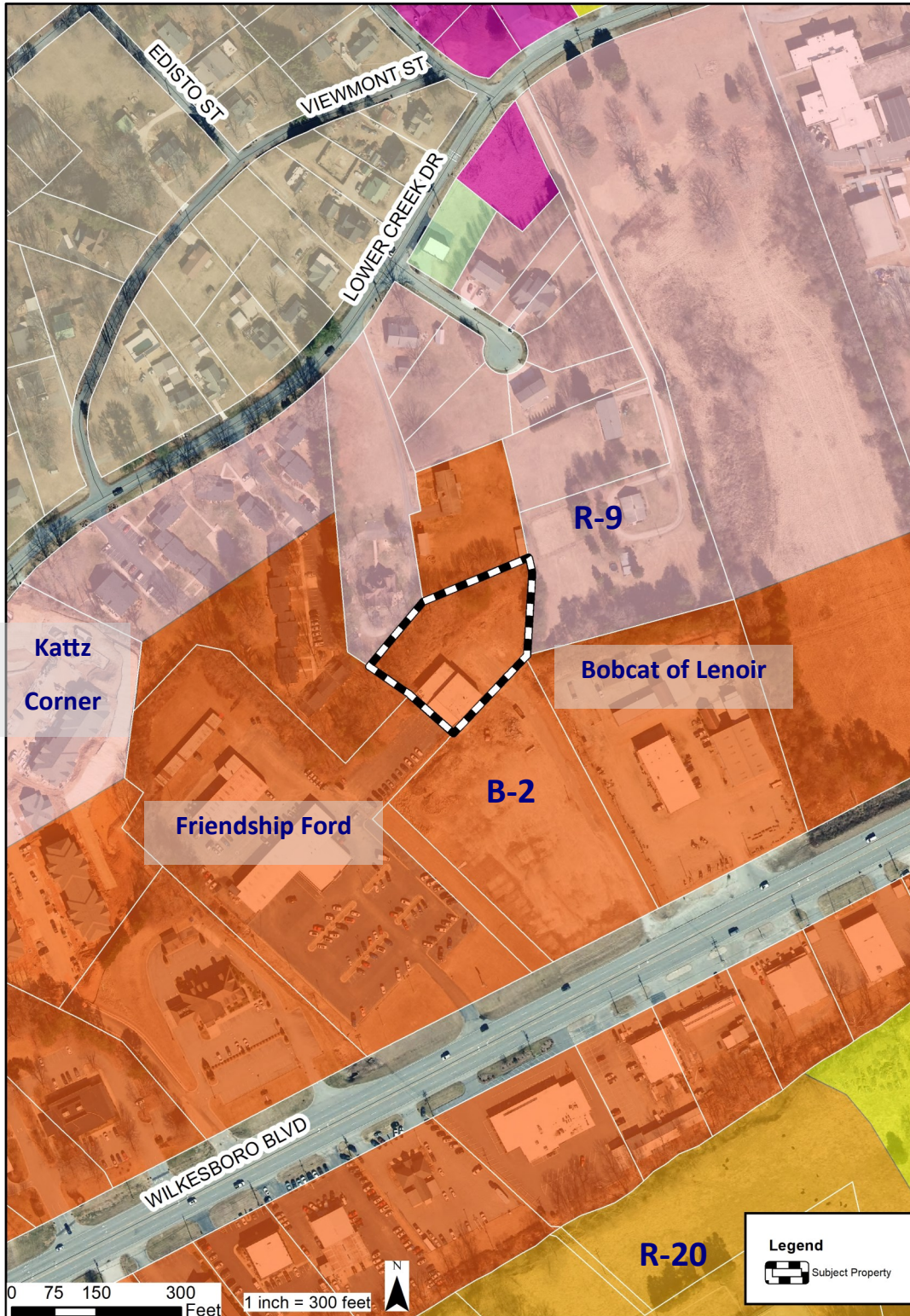
**\*\*\*This request is considered quasi-judicial. You should not discuss this case with decision makers outside of the scheduled public meeting\*\*\***



# ZONING MAP

537 Wilkesboro Blvd

 Subject  
Property



## BACKGROUND AND ANALYSIS

### Intent of Special Use Permits

Special uses are recognized in the zoning ordinance as uses which may be compatible with an area depending on the specific details of the project, its surroundings, and the level of services available to the site, but are not permitted "by right" in the zoning district. The special use permit process gives the City sufficient flexibility to determine whether a specific land use on a given site will be compatible with the environment and the Comprehensive Plan. Through the approval of a Special Use Permit, the Planning Board and City Council may set conditions or use limitations, thereby establishing a realm of acceptability for the particular use that will be neither arbitrary nor capricious, and will promote the spirit and character of the surrounding neighborhood. The process requires the Planning Board to review and make a recommendation to the City Council on the request. The City Council must then decide whether or not to issue a Special Use Permit following a quasi-judicial hearing.

### Intent of the Zoning District

Article V of the Lenoir Zoning Code states:

B - 2 (General Business) District is intended to provide for a wide variety of retail, service and other activities, controlled by performance standards, at locations along major transportation routes, to serve both local and transient traffic. While generally located in areas that are auto-centric, the General Business zoning district is intended to promote development that equally considers pedestrian traffic, because this district is often located in close proximity to multi-family developments and short-term lodging. This district is designed to accommodate a moderate to high intensity of development along key commercial corridors in the City, with robust design standards to encourage a unique sense of place and promote a multi-modal future with support for transit, bike, and pedestrian infrastructure.

### Subject and Surrounding Properties

The subject property is just over one acre in size, and developed with one service garage. The building was built in 1970, with a rear addition completed in 1981. There is a large gravel parking area east of the building. In the rear of the lot, there is an incline and a mature tree line which borders residential properties. Elevation changes from 1120 ft to 1150 ft in short span, creating a berm that offers a sense of separation between the residential uses and the subject property. The building had not been used for some time prior to Barlowe Solutions beginning operations in late 2022. The lot is considered legally non-conforming because it does not have 25' of public road frontage, as is required in Sec. 800 of the Lenoir Zoning Ordinance. However, there is a 30' driveway easement that runs with the land across the abutting property to the south, giving the subject property access to Wilkesboro Blvd (See Appendix A).

The NC-18/Wilkesboro Blvd corridor is largely zoned B-2, like the subject property. Directly to the south of the subject property is an undeveloped, vacant lot that recently was used as a shed retailer. To the south of and abutting the subject property are several automotive-oriented businesses. Specifically, two other major vehicle service uses are also located in the vicinity, Bobcat of Lenoir and Caldwell County School's bus garage. The Friendship Ford dealership is located to the west of the subject property. To the north are a mix of residential uses that are accessed on Lower Creek Drive, in the R-9 zoning district. Several apartment complexes, duplexes, and single family homes are located on this section of Lower Creek Drive.

### Proposed Use

The applicant is using the property and building for a heavy equipment repair and hydraulic hose shop. According to the Permitted Use Chart in Sec. 600, Table B, Major Vehicle Services requires a Special Use Permit in the B-2 zoning district. At this time, the business operates out of bays in the building and uses the parking on site. No substantial improvement or exterior changes are proposed at this time beyond painting.

Major Vehicle Services has the following definition, according to the Lenoir Zoning Ordinance (Article IV): "Service uses involving the repair, alteration, restoration, towing, painting, or finishing of automobiles, trucks, recreational vehicles, boats, and other vehicles as a primary use, including the incidental wholesale and retail sale of vehicle parts as an accessory use. This use includes major



## BACKGROUND AND ANALYSIS

repair and body work-repair facilities dealing with entire vehicles; such establishments typically provide towing, collision repair, other body work, and painting services and may also include tire recapping establishments. Bus terminals, fleet and bus garages, and similar large-scale vehicle maintenance facilities are also considered major vehicle uses.” Major vehicle service is allowed by right in Industrial districts and considered a special use in B-2 and B-7 (Highway Business). (Note: B-7 is virtually an unused zoning district in Lenoir, with only one vacant property zoned B-7.) East of the Hibriten Drive intersection, Wilkesboro Boulevard has a more industrial-commercial feel than the corridor closer to Smith’s Crossroads. This vicinity of Wilkesboro Boulevard has a variety of commercial uses that develop with large buildings on large tracts. Although the uses are intensive, the large lots make this area less dense.

### Consistency with the Comprehensive Plan

All decisions of the Planning Board and City Council should be based on consistency of the proposal with the comprehensive plan and any other officially adopted plan that is applicable. The comprehensive plan lays out several policy goals regarding commercial and industrial sites, and encourages reuse of commercial and industrial buildings. The plan also calls for considering the existing topography to avoid grading and filling unnecessarily. This establishment is right-sized for the existing building and lot without the need to grade, meeting several of the plan’s goals.

## SITE PHOTOS



Existing building and customer equipment



Driveway across Corriher Property



## FINDINGS

No Special Use Permit shall be approved unless the Planning Board and City Council find that:

1. The proposed special use will comply with all height, yard, lot and area requirements and other regulations of the district in which it is located unless otherwise specified. *The existing building does not comply with the B-2 front yard setback of 10', nor does it have 25' of public road frontage, but complies with all other setback, lot size, and height requirements. Because the existing development does not propose expansion at this time, the two legally non-conforming conditions are allowed to remain.*
2. All driveways will be designed with respect to such matters as proper ingress and egress for automobiles in order to minimize traffic congestion and increase pedestrian safety and conveniences. *There is one existing driveway across the abutting property to access this development. The easement in place in Deed Book 2083 Page 581 and drawn in Plat Book 37 Page 91 ensure that this access will be available without issue.*
3. Off-street parking and loading areas will be provided in compliance with the Zoning Ordinance. *This site has a large parking area on the east side of the property that is used to store customer vehicles and equipment. Three parking spaces per 1,000 SF of floor area is required by the zoning ordinance. For this space, 22 spaces are required, and more than that are provided.*
4. The establishment of the special use will not hinder the normal and orderly development and improvement of surrounding property for uses already permitted in the district. *The establishment of this use will have minimal impacts to surrounding properties because it is located along Wilkesboro Blvd, an area where automotive service and sales, and major vehicle service is already common. This use will not hinder the development of the southern lot fronting Wilkesboro Blvd, which is also zoned B-2, nor will it hinder the residential zones to the north due to the mature tree buffer.*
5. Any required screening and landscaping will be designed or planted with full consideration of the effectiveness of individual plant types, dimensions, and characteristics in minimizing the noise, glare, visual impacts and other economic effects on adjoining properties. *Where the subject property shares a boundary with residential properties, the mature tree line and berm must be maintained by the property owner. If the existing tree line is damaged or dies, it must be replaced with a 20' vegetative buffer as a condition of approval, consisting of a combination of evergreen and deciduous trees, in accordance with the standards in Sec. 712.8 of the Lenoir zoning ordinance. The berm must also be maintained and replaced should it be damaged.*
6. Any permitted signs and proposed exterior lighting will be designed to reduce glare and to mitigate any adverse effects of sign size and height; so as to make the signs aesthetically pleasing and compatible with adjoining properties. *This development will be permitted signs as allowed in the General Business zone, according to Article 11 of the Lenoir Zoning Ordinance with a valid Zoning Permit. No additional lighting is proposed at this time. As a condition of approval, all exterior lighting will be designed to reduce glare and light pollution on neighboring properties.*
7. The exterior architectural appearance and functional plan of any proposed building or structure will not vary greatly from any buildings or structures already construction or in the course of construction in the immediate vicinity or from the character of the applicable district, so as to cause a substantial depreciation in the property values of the immediate vicinity. *No major renovation or substantial improvement has been proposed at this time outside of basic maintenance of the building, so the appearance and character will remain the same. Substantial improvements to this property will be subject to the architectural and site design standards for the B-2 zoning district, according to Sec. 714 of the Lenoir Zoning Ordinance. An expansion to the floor area greater than 10% is considered a major modification and would require SUP approval.*
8. The type, size, hours of operations, location of the use upon the site, and intensity of the proposed special use will not be harmful or annoying to surrounding properties. *The proposed use has similar hours and intensity to nearby automotive and major vehicle uses. The use will be limited to the size of the lot and location of the existing building and parking lot in its current configuration.*

## STAFF RECOMMENDATIONS

Staff recommends approval of the requested Special Use Permit for the proposed major vehicle service, with the following conditions:

1. *All lighting shall be fully cut-off and shielded so as to eliminate/minimize light spill-over onto adjacent residential properties.*
2. *The mature buffer and berm are required to remain and must be maintained by the subject property owner in accordance with Finding #5. If the existing tree line is damaged or dies, it must be replaced with a 20' vegetative buffer. The berm must also be maintained.*
3. *The applicant must obtain zoning and sign permits from the Lenoir Planning Department within two years of the issuance of the SUP. All proposed changes must adhere to Sec. 714 of the Lenoir Zoning Ordinance.*

## PLANNING BOARD RECOMMENDATIONS

Approval as submitted by staff, subject to the conditions above.

# APPENDIX A—DRIVEWAY EASEMENT

## Deed Book 2063, Page 581

BK 2063 PG 581 - 582 (2)

This document presented and filed:  
08/03/2022 11:33:12 AM

Fee \$26.00

Caldwell County North Carolina  
Wayne L. Rash, Register of Deeds

Charles R Corriher, Jr. (Seal)  
Construction Attachments, Inc  
By: Charles R Corriher, Jr President

W.R. Shytte and Sandra D. Shytte, Trustees, or their successors in trust, under the Shytte Living Trust dated August 23, 1995

Prepared by: Dewey L. Keller, Attorney at Law, AUCN  
NORTH CAROLINA  
**JOINT RIGHT OF WAY AND  
ROAD MAINTENANCE AGREEMENT**  
CALDWELL COUNTY

THIS JOINT RIGHT OF WAY AND ROAD MAINTENANCE AGREEMENT, made and entered into this the 3<sup>rd</sup> day of November, 2021, by and between Construction Attachments, Inc., Grantor, their heirs and assigns, and W.R. Shytte and Sandra D. Shytte, Trustees, or their successors in trust, under the Shytte Living Trust dated August 23, 1995, Grantees; their heirs and assigns;

WITNESSETH:

WHEREAS, Construction Attachments, Inc is the owner of a certain tract of land located in Caldwell County, North Carolina recorded in Deed Book 1233, Page 514 in the Caldwell County Registry and;

WHEREAS, W.R. Shytte and Sandra D. Shytte, Trustees, or their successors in trust, under the Shytte Living Trust dated August 23, 1995 is the owner of a certain tract of land located in Caldwell County, North Carolina recorded in Deed Book 1765 Page 419 in the Caldwell County Registry and;

Whereas Grantors, their heirs and assigns to convey a nonexclusive 30 foot Right of Way as shown on Plat Book 37, Page 91, Caldwell County Register of Deeds ingress and egress from NC Hwy 18 & 90 to the property belonging to Grantees. This right of shall run with the land. Both parties may use the right of way and agree to maintain said right of way on a pro rata basis.

IN WITNESS, THEREOF, the said parties to this instrument have hereunto set their hands and seals, this the 3<sup>rd</sup> day of November, 2021.

W.R. Shytte (Seal)  
W.R. Shytte, Trustee

NORTH CAROLINA  
CALDWELL COUNTY

I, a Notary Public in and for said County and State, do hereby certify that Charles R Corriher, Jr. President of Construction Attachments, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

This the 2<sup>nd</sup> day of August, 2022  
Rebecca Dettter  
My commission expires 9-22-25 Notary Public

NORTH CAROLINA  
CALDWELL COUNTY

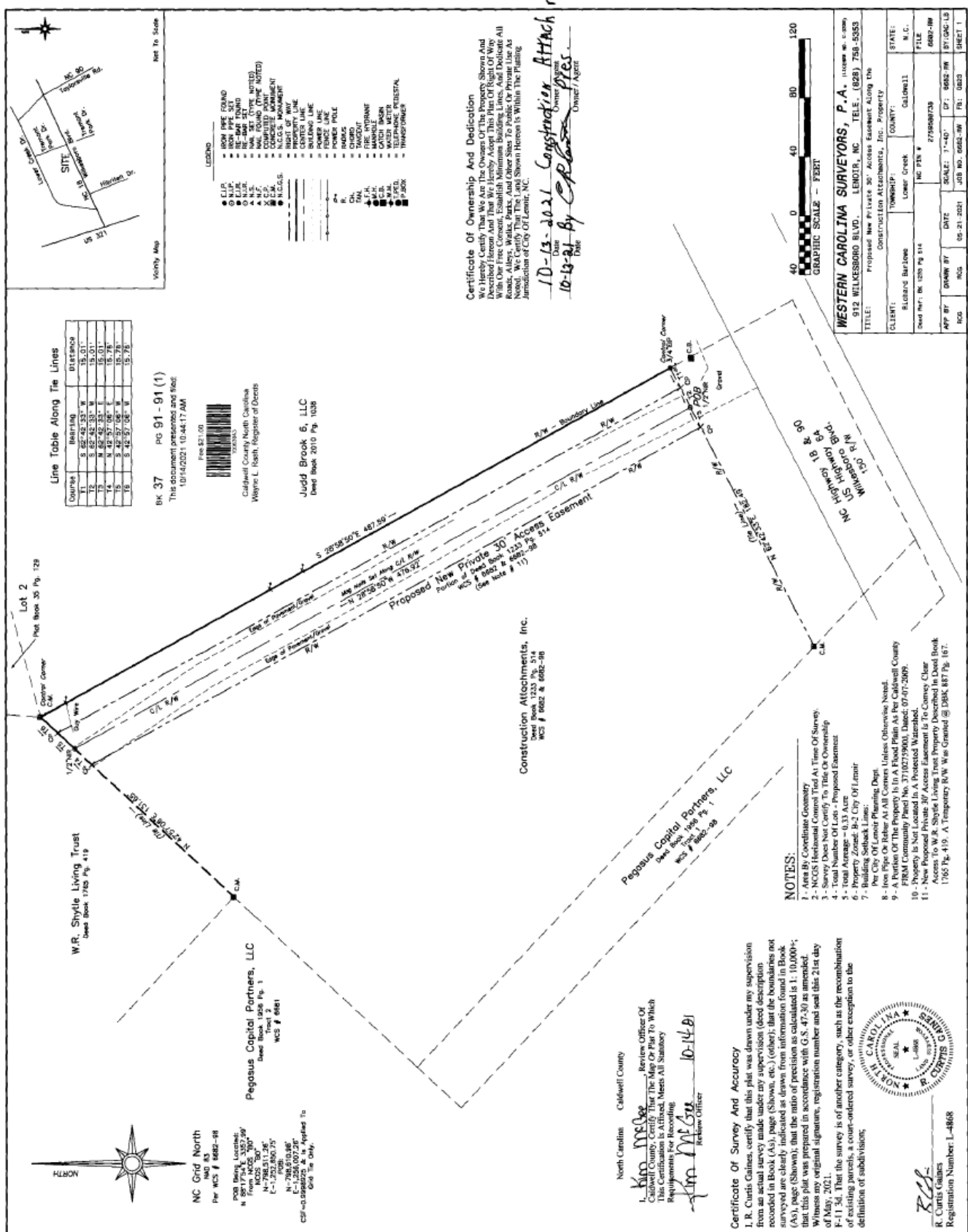
I, a Notary Public in and for said County and State, do hereby certify that W.R. Shytte and Sandra D. Shytte, Trustees, or their successors in trust, under the Shytte Living Trust dated August 23, 1995 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

This the 3<sup>rd</sup> day of November, 2021.  
Rebecca Dettter  
My commission expires 9-22-25 Notary Public



## APPENDIX A—DRIVEWAY EASEMENT CONT'D

**Plat Book 37, Page 91**



**LENOIR CITY COUNCIL  
TUESDAY, JUNE, 20, 2023  
6:00 P.M.**

**PRESENT:** Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Kent Greer, Todd Perdue, Ike Perkins, Ralph Prestwood, David Stevens, City Manager Scott Hildebran, City Clerk Shirley Cannon and Attorney David Lackey, Wilson, Lackey & Rohr, PA.

**ABSENT:** Mayor Pro-Tem Crissy Thomas and Timothy Rohr, City Attorney.

**CITY STAFF:** In attendance was Finance Director Donna Bean, Fire Chief Norman Staines, Deputy Fire Chief Kenny Nelson, Police Chief Brent Phelps, Planning Director Hannah Williams, Parks & Recreation Director Phil Harper, Public Services Director Radford Thomas, Public Utilities Operations Manager Jeff Church, Public Works Operations Manager Jon Hogan, City Consultant Ed Evans, Downtown Event Coordinator Matthew Anthony and Communications Director Joshua Harris.

**I. CALL TO ORDER**

- A. The meeting was opened by a moment of silence and the pledge of allegiance as led by Mayor Gibbons.

In addition, Mayor Gibbons welcomed Attorney David Lackey who was filling in for City Attorney Timothy Rohr.

**OATH OF OFFICE;  
FIRE CHIEF:**

B. Oath of Office: Mayor Gibbons administered the Oath of Office of Fire Chief to Norman S. Staines.

A copy of the Oath of Office is hereby incorporated into these minutes by reference. (Refer to page 177.)

On behalf of City Council, Mayor Gibbons congratulated Chief Staines and stated City Council and Staff are honored and excited to have him as a part of the City of Lenoir and community. Mayor Gibbons also shared that Chief Staines was a long time instructor with the community college. He further welcomed all of the firefighters that were in attendance at the meeting as well as Chief Staines family members.

Chief Staines stated he began his career twenty-eight years ago with the Town of Hudson and remarked being a Fire Chief is a long time goal of his. He introduced his spouse Kim and other family members and stated he was excited and looking forward to the journey.

**SPECIAL RECOGNITION; DEPUTY  
FIRE CHIEF KENNY NELSON:**

- C. On behalf of City Council, Mayor Gibbons presented Deputy Fire Chief Kenny Nelson with a framed City flag and City coins for his tenure as Interim Fire Chief from February 1, 2023 until June 19, 2023.

Mayor Gibbons thanked Chief Nelson for his service as Interim and for managing everything during this time.

Chief Nelson stated he was honored to serve and thanked City Council for the recognition.

## **II. MATTERS SCHEDULED FOR PUBLIC HEARINGS**

### **ORDINANCE AMENDMENT; SECOND READING:**

- A. A public hearing was held to receive public comments regarding the second reading of an Ordinance amending Chapters 1, 3, 5, 10, 12, 13, and 18 of the Lenoir Code of Ordinances to address updates prompted by recent legislative changes to the General Statutes. Staff recommends approval of the submitted Ordinance. City Council authorized the public hearing at their June 6 City Council meeting.

A copy of the Ordinance is hereby incorporated into these minutes by reference. (Refer to pages 178-184.)

Mayor Gibbons opened the public hearing to receive public comments regarding the proposed Ordinance amendment.

There being no public participation, Mayor Gibbons closed the public hearing and asked Council for action.

Upon a motion by Councilmember Perdue, City Council voted 6 to 0 to adopt the Ordinance amending Chapters 1, 3, 5, 10, 12, 13, and 18 of the Lenoir Code of Ordinances as submitted and as recommended by City Staff.

### **CONTIGUOUS ANNEXATION PETITION; 2702 ELLERWOOD ROAD:**

- B. A public hearing was held to receive public comments regarding a Contiguous Annexation Petition for property located at 2702 Ellerwood Road, NCPIN#2768447626. The front portion of this parcel is already in the City limits while the back part of the parcel is not in the City limits but is in the Extra Territorial Jurisdiction (ETJ.)

(A copy of the annexation ordinance, map and metes & bounds are hereby incorporated into these minutes by reference. Refer to pages 185-189.)

Mayor Gibbons opened the public hearing to receive public comments regarding the Contiguous Annexation Petition.

There being no public participation, Mayor Gibbons closed the public hearing and asked Council for action.

Planning Director Hannah Williams addressed City Council and stated Norman and Kim Staines requested the voluntary annexation in order to have City residency as required by the City for Department Directors. She reiterated the purpose of the voluntary annexation is to bring the back part of the parcel into the City limits and mentioned the back portion of several additional properties on Ellerwood Road are also located in the ETJ.

Upon a motion by Councilmember David Stevens, Council voted 6 to 0 to adopt the Contiguous Annexation Petition for property located at 2702 Ellerwood Road as submitted and as recommended by City Staff.

### **REZONING; 2702 ELLERWOOD**

- ROAD:**
- C. A public hearing was held to receive public comments regarding a rezoning request as submitted by Norman and Kim Staines to rezone a portion of the subject property from Caldwell County's Industrial District to R-20 (Single Family) for property located at 2702 Ellerwood Road. City Staff and the Planning Board recommends approval based on the following consistency statement:

The proposed zoning map amendment is consistent with the adopted Comprehensive Plan because it allows one zoning jurisdiction to provide development standards to the property, bringing straightforward zoning standards and predictability to a low-density area. The proposed amendment is reasonable and in the public interest because it brings development consistency to the parcel.

Mayor Gibbons opened the public hearing to receive public comments regarding the rezoning request.

There being no public participation, Mayor Gibbons closed the public hearing and asked Council for action.

Planning Director Hannah Williams explained this section of the lot is small, but stated the same zoning is required for a parcel when it pertains to annexations.

Upon a motion by Councilmember Beal, Council voted 6 to 0 to rezone a portion of the subject property from Caldwell County's Industrial District to R-20 (Single Family) for property located at 2702 Ellerwood Road based upon the consistency statement as listed above and as requested and recommended by City Staff.

### **III. CONSENT AGENDA ITEMS**

- A. Minutes: Approval of the minutes of the City Council Meeting of Tuesday, June 6, 2023 as submitted.
- B. Fireworks Authorization Permit: Approval of an application for a Fireworks Display Permit as submitted by Chris Jacobs, Fire Marshall, City of Lenoir. The date of the display is July 4, 2023 beginning at 9:30 p.m. at Optimist Park and will be conducted by Pyro Shows, Inc. for the City of Lenoir Recreation Department. A certificate of liability insurance has also been submitted by Pyro Shows Inc. (A copy of the permit and certificate of liability insurance is hereby incorporated into these minutes by reference. (Refer to pages 190-191.)
- C. Close-Out; Capital Project Budget Ordinance; Biosolids Project: Approval of Capital Project Budget Ordinance #2023-3 to closeout the Biosolids Facility Improvements Project. Note: City Council adopted the budget ordinance on June 6, 2017 with a total project budget of \$7,134,900. The project is now complete and was under budget by \$213,068.61. (A copy of the project ordinance is hereby incorporated into these minutes by reference. Refer to page 192.)

- D. Public Hearing; Water System Shortage Plan Update: Staff recommends Council call for a public hearing to be held on Tuesday, July 18, 2023 to receive an update regarding the Water System Shortage Plan for the City of Lenoir.
- E. Resolution; ARP Funding: The North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure has offered the City of Lenoir an American Rescue Plan (ARP) Grant offer in the amount of \$6,300,000 to perform work detailed in the submitted application for the Finley Avenue Water System Improvement Project. Staff recommends City Council approve the acceptance of the American Rescue Plan Grant offer of \$6,300,000 by Resolution as submitted and as recommended. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 193.)
- F. Contract; Blue Ridge Memorial Park Cemetery Plan: Requests for Qualifications (RFQ) were sent out on Friday, May 26 with a closing date of Friday, June 9 for the Blue Ridge Memorial Park Cemetery Master Plan. Staff recommends City Council award the contract in the amount of \$45,000 to McGill Associates as submitted. Note: Additional background information about the project is available on the submitted Council Action Form.
- G. Budget Amendments; FY2023-23: Staff request approval of the amendments to the annual Budget Ordinance for the fiscal year ending June 30, 2023 as follows:  
Budget Amendment #2023-3:
  - o Approve the utilization of additional general fund revenues to make purchases and building upgrades.
  - o Approve the allocation of general fund expenditures to purchase a brush truck and building upgrades.
  - o Approve the allocation of enterprise fund expenditures.
  - o Approve the allocation of funding for the Main Street.

A copy of the amendments are hereby incorporated into these minutes by reference. (Refer to page 194.)

Councilmember Perkins asked to remove Item B. Fireworks Authorization Permit from the Consent Agenda for further discussion.

Councilmember Perkins asked if citizens also have to obtain a permit to shoot fireworks at their residences.

City Manager Scott Hildebran explained the state requires municipalities to adopt fireworks permits as requested by the operators of major fireworks events.

Councilmember Perkins also asked how these events are monitored.

Police Chief Brent Phelps explained that Chris Jacobs, Fire Marshall, inspects fireworks stands such as the ones located in the parking lot of Wal-Mart. He stated these types of fireworks are not considered illegal and do not require a permit. However, Chief Phelps stated the class of fireworks used by a company at a public outing do require a permit.

#### Motion

Following discussion and upon a motion by Councilmember Perkins, City Council voted 6 to 0 to adopt items A through G as listed above on the Consent Agenda and as presented by City Manager Hildebran.

#### **IV. REQUESTS AND PETITIONS OFCITIZENS**

#### **V. REPORTS OF BOARDS AND COMMISSIONS**

#### **VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER**

##### **A. Items of Information**

##### **SUMMER MUSIC**

- MADNESS:** 1. The band “Soul Watt” will perform on the downtown stage on Friday, June 23 from 7:00 p.m. – 10:00 p.m. as part of the Summer Music Madness event. The Groove Masters Band will perform on the downtown stage on Friday, July 7 from 7:00 p.m. – 10:00 p.m.

##### **COMMITTEE OF**

- THE WHOLE:** 2. The Committee of the Whole will meet on Tuesday, June 27 at 8:30 a.m. at City Hall, Third Floor.

##### **FOOTHILLS REGIONAL**

##### **AIRPORT AUTHORITY:**

3. The Foothills Regional Airport Authority will meet on Wednesday, June 28 at noon at the airport facility.

##### **SUMMER MOVIE**

- EVENT:** 4. The movie “Sonic, the Hedgehog 2” will be shown on Friday, June 30 at 8:30 p.m. – 10:00 p.m. on the downtown stage.

##### **HOLIDAY**

- CLOSING:** 5. City offices will be closed on Tuesday, July 4 in observance of Independence Day.

##### **JOINT MEETING: CALDWELL**

##### **COUNTY COMMISSION:**

6. A joint meeting with the Caldwell Caldwell Commission and the City of Lenoir will be held on Tuesday, July 11 from noon – 2:00 p.m. at the J.E. Broyhill Civic Center, Room 215, to discuss economic development. No action will be taken by City Council.

##### **ECONOMIC ADVISORY**

- COMMITTEE:** 7. The Economic Advisory Committee (EAC) will meet on Tuesday, July 11 at 8:15 a.m.

- ABC BOARD:** 8. The ABC Board will meet on Thursday, July 13 at 2:00 p.m. via a Zoom call.

##### **LENOIR BUSINESS**

##### **ADVISORY BOARD:**

9. The Lenoir Business Advisory Board (LBAB) will meet on Thursday, July 13 at 6:00 p.m., City Hall, Third Floor.

##### **NC BLACKBERRY**

- FESTIVAL:** 10. The NC Blackberry Festival will be held on Friday, July 14 & Saturday, July 15 beginning at 9:00 a.m. This year is the 20<sup>th</sup> Anniversary for the festival. There are 250 vendors registered for the festival.



## MEETING CANCELLATION:

10. City Council will only conduct one Council meeting in July on Tuesday, July 18 at 6:00 p.m. at the City County Chambers, 905 West Avenue NW, Lower Level. The Committee of the Whole will not meet in July.

## B. Items for Council Action

## VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

## VIII. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

### UPDATE; LENOIR & CALDWELL ROTARY 50-50 RAFFLE:

- A. Councilmember Ralph Prestwood reported that both the Caldwell Rotary and Lenoir Rotary clubs are participating in a 50-50 Raffle with one-half of the proceeds going to the person with the winning ticket number. Mr. Prestwood stated their goal is to raise \$60,000 with their portion going toward the cost of the new clock tower to be located downtown. Currently, they have raised \$6,500. Tickets will be available during the Blackberry Festival on July 14 & 15.

## IX. REPORT AND RECOMMENDATIONS OF THE MAYOR

### BOARD RE-APPOINTMENTS:

- A. Mayor Gibbons presented the following list of individuals to City Council for their consideration of approval to be re-appointed to the following Authorities/Boards/Commissions as follows:

#### ABC BOARD (3-year term)

|          |      |
|----------|------|
| John Tye | 2026 |
|----------|------|

#### FOOTHILLS REGIONAL AIRPORT AUTHORITY (2-year term)

|             |      |
|-------------|------|
| Joe Gibbons | 2025 |
|-------------|------|

#### LENOIR HOUSING AUTHORITY (5-year term)

|                                  |      |
|----------------------------------|------|
| Linda Ferguson (resident member) | 2028 |
| Vacant Expires                   | 2026 |

#### BUSINESS ADVISORY BOARD (3-year term)

|                   |      |
|-------------------|------|
| Dana Clark        | 2026 |
| Jennifer Indicott | 2026 |
| Tyler Reece       | 2026 |
| Glenda Wilson     | 2026 |

#### PLANNING BOARD/HISTORIC PRESERVATION COMMISSION (3-year term)

|                  |      |
|------------------|------|
| Michael Careccia | 2026 |
| Kyle Case        | 2026 |

#### BOARD OF ADJUSTMENT (3-year term)

|                    |      |
|--------------------|------|
| Lucy McCarl        | 2026 |
| Vacant – unexpired | 2025 |

#### RECREATION ADVISORY BOARD (2-year term)

|                |      |
|----------------|------|
| Scott Barnett  | 2025 |
| Michael Dineen | 2025 |

|                 |      |
|-----------------|------|
| Rick Pierce     | 2025 |
| Tim Poarch      | 2025 |
| James Robertson | 2025 |

**Lenoir Tourism Development Authority (4-year term)**

|              |      |
|--------------|------|
| Brenda Floyd | 2027 |
| Vacant       | 2027 |
| Vacant       | 2027 |

As information, Mayor Gibbons explained the Board of Adjustments (BOA) is filled by members of the Planning Board and members of the Lenoir Tourism Development Authority (LTDA) have to meet guidelines as established by the NC General Assembly and be associated with the tourism industry prior to being appointed.

Upon a motion by Councilmember Perdue, Council voted to 6 to 0 to approve the above listed Board re-appointments as recommended by Mayor Gibbons. These re-appointments were announced at the June 6 City Council meeting by Mayor Gibbons.

**X. ADJOURNMENT**

A. There being no further business, the meeting was adjourned at 6:36 p.m.

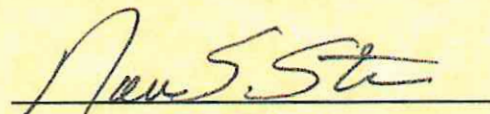
\_\_\_\_\_  
Shirley M. Cannon, City Clerk

\_\_\_\_\_  
Joseph L. Gibbons, Mayor

## CITY OF LENOIR, NORTH CAROLINA

OATH OF FIRE CHIEF❧ *NORMAN S. STAINES* ❧

I, *NORMAN SCOTT STAINES*, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States of America, the laws of the state of North Carolina and the policies and procedures of the City of Lenoir and the City of Lenoir Fire Department. With this oath, I fully accept the role of Fire Chief and the responsibilities required to fulfill this position to the best of my ability. I will honor and respect the mission, goals and purpose set forth by the department and the administration. I will at all times, respect the property and rights of all citizens when called upon to help those in need. The uniform and badge I wear and the members I serve with will be cherished as family. I recognize the badge of my position is a symbol of public faith and trust. I will conduct myself in a manner as not to bring shame or discord to my department, its members, or its citizenry. I have all of the required qualifications to begin and willingly accept this position with the understanding that I must stay true to the ethics of the fire service. I accept this self-imposed and self-enforced obligation as my responsibility and make these promises solemnly, and upon the honor of my name. So help me God.

  
Norman S. Staines

Sworn to and subscribed before me this 20<sup>TH</sup> day of June, 2023.

  
Joseph L. Gibbons, Mayor



**AN ORDINANCE OF THE CITY COUNCIL OF LENOIR, NORTH CAROLINA, AMENDING CHAPTERS 1, 3, 5, 10, 12, 13, AND 18 OF THE LENOIR CITY CODE RELATED TO ANIMALS, NUISANCES, OFFENSES AND MISC PROVISIONS, STREETS AND SIDEWALKS, PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**Whereas**, the state legislature recently adopted SB300, the Criminal Justice Reform bill, which went into effect on December 1, 2021 and decriminalizes certain local ordinances related to the regulation of animals, nuisances, and offenses related to loitering, soliciting, and firearms; and

**Whereas**, SB 300 also removed the presumption in 160A-175(b) that any violation of a local ordinance is a misdemeanor under G.S. 14-4, requiring instead that cities must specify by ordinance if a violation is punishable as a misdemeanor or infraction under G.S. 14-4; and

**Whereas**, Chapters 1, 3, 5, 10, 12, 13, and 18 of the Lenoir Code of Ordinances contain regulations that have been decriminalized under SB300, prompting the necessity to amend the ordinances to remove language related to criminal penalties; and

**Whereas**, Chapters 3 and 12 of the Lenoir Code of Ordinances contain regulations that pertain to nuisance cause by noise and roaming of dogs, which needed clarification for enforcement action; and

**Whereas**, Chapter 13 of the Lenoir Code of Ordinances, "Offenses and Miscellaneous Provisions" contains prohibitions related to the discharge of firearms within the City Limits (Sec.13-6), Firebombs (Sec. 13-7) and Consumption of Alcoholic Beverages on City Property (Sec. 13-9), but does not specifically declare violations to constitute misdemeanors under G.S. 14-4 as is now required by the amendments to 160A-175(b) contained in SB 300; and

**Whereas**, the Lenoir Police Department has historically enforced the aforementioned local prohibitions through charging violators under G.S. 14-4, and although such charges are rare, the City Council finds it to be necessary to retain the ability to charge violators when warranted to ensure the public

health, safety, and general welfare and to protect the resident's rights to quiet enjoyment of their homes; and

**Whereas**, the Lenoir City Council hereby finds and declares that this ordinance and these amendments are in the best interest of the public health, safety, and welfare; and

**NOW, THEREFORE, LET IT BE ENACTED BY THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA, AS FOLLOWS:**

**SECTION 1. Chapter 1 of the Code of Ordinances, City of Lenoir, North Carolina, "General Provisions" is hereby amended to read as follows:**

\*\*\*\*

**Sec. 1-15. - Civil and criminal penalties.**

~~(g) Failure to abate a violation in the specified time period for abatement given pursuant to subsection (a) shall constitute a misdemeanor infraction pursuant to G.S. 14-4, except that no criminal penalties may be imposed under this subsection for violations of Chapter 9 'Flood Damage Prevention,' Chapter 18, Article V 'Driveways,' Chapter 19, 'Subdivisions,' Appendix A: 'Zoning,' Appendix C: 'Phase II Stormwater Ordinance,' or any other ordinance specified in G.S. 160A-175(b1). This section is adopted pursuant to G.S. 160A-175(b).~~

~~(h)~~ Penalties imposed under this section may be recovered by the city in a civil action in the nature of debt.

**SECTION 2 Chapter 3 of the Code of Ordinances, City of Lenoir, North Carolina, "Animals" is hereby amended to read as follows:**

\*\*\*\*

**ARTICLE II. - DOGS**

**Sec. 3-27. - Running at large.**

(a) No dog owner or person who otherwise is exercising responsibility or control over the dog in question, ~~shall~~ may permit his their dog to ~~run at large~~ be on the streets or sidewalks of the city, or upon the private

property of another unless under the control of the owner or ~~a member of his immediate family either by leash, collar, chain or otherwise~~ their responsible person either by leash, collar, chain or otherwise.

(b) The county dog warden shall order the owner of any dog found running at large to place the dog under proper control or confinement.

(c) Any person owning, harboring, walking, in possession of or in charge of a dog which defecates on public property, public park property, public right-of-way or any private property without the permission of the private property owner, shall must remove all feces immediately after it is deposited by the dog. All feces removed in accordance with this section shall be placed in a suitable bag or other container that closes and disposed of in a lawful manner. ~~Violation of subsection (c) may be punishable by a civil citation of \$50.00 per occurrence.~~

(d) A violation of this ordinance is a misdemeanor under N.C. General Statute § 14-4.

#### **Sec. 3-28. - ~~Penalty.~~Reserved**

~~The owner of any dog who shall knowingly suffer or permit his dog to run at large on the streets, sidewalks, or upon private property or to occupy unsafe or unsanitary conditions shall be in violation of this article and shall be guilty of a misdemeanor, punishable upon conviction by a fine or imprisonment as provided by G.S. 14-4.~~

\*\*\*\*

### **ARTICLE IV. – DEER**

#### **Sec. 3-50. – Urban archery deer hunting.**

The purpose of this article is to reduce urban deer populations through voluntary participation in the North Carolina Urban Archery Deer Hunting Program, which is regulated by the North Carolina Wildlife Resources Commission. For the purposes of this section, deer hunting related to this program is permitted within the corporate limits of the City of Lenoir only in accordance with the following provisions:

\*\*\*\*

~~(l) A violation of any of the provisions of this section shall constitute a misdemeanor offense pursuant to G.S. 14-4.~~ A violation of this ordinance is a misdemeanor under N.C. General Statute § 14-4.

\*\*\*\*

**SECTION 3. Chapter 5, Article I of the Code of Ordinances, City of Lenoir, North Carolina, “Business Regulation, Licensing, and Taxation” is hereby amended to read as follows:**

#### **Sec. 5-5. – Regulations.**



~~(e) Any person found to be in violation of the requirements of this section shall be guilty of a misdemeanor, punishable as provided in G.S. 14-4. A violation of this ordinance is a misdemeanor under N.C. General Statute § 14-4.~~

**SECTION 4. Chapter 10, Article I of the Code of Ordinances, City of Lenoir, North Carolina, "Housing" is hereby amended to read as follows:**

**Sec. 10-5. – Violations; penalty.**

- (a) No owner of any dwelling or dwelling unit shall fail, neglect, or refuse to repair, alter, or improve the same, or to vacate and close and remove or demolish the same, upon order of the inspector duly made and served as provided in this chapter, within the time specified in the order, and each day that the failure, neglect, or refusal to comply with the order continues shall constitute a separate and distinct offense. No owner of any dwelling or dwelling unit, with respect to which an order has been issued pursuant to section 10-32 to occupy or permit the occupancy of the same after the time prescribed in such order for its repair, alteration or improvement or its vacation and closing, and each day that such occupancy continues after such prescribed time shall constitute a separate and distinct offense.
- ~~(b) The violation of any provision of this article shall constitute a misdemeanor, as provided by G.S. 14-4. A violation of this ordinance is a misdemeanor under N.C. General Statute § 14-4.~~

**SECTION 5. Chapter 12, Article I of the Code of Ordinances, City of Lenoir, North Carolina, "Nuisances" is hereby amended to read as follows:**

**Sec. 12-1. – Designation of nuisances.**

\*\*\*\*

~~(c) Any person violating, failing, refusing or neglecting to comply with any of the provisions of this section shall be subject to a civil penalty. This provision is adopted pursuant to and in accordance with G.S. 160A-175(e). Failure to abate a violation may also constitute a misdemeanor or infraction pursuant to G.S. 14-4, as provided in section 1-15(h) of the Lenoir City Code. A violation of this ordinance is a misdemeanor under N.C. General Statute § 14-4.~~

~~(d) Any nuisance violation that constitutes an immediate and substantial risk of harm shall constitute a misdemeanor offense pursuant to G.S. 14-4.~~

**Sec. 12-2. – Noise.**

\*\*\*\*

~~(b) Without limiting the generality of subsection (a) of this section, the following acts within the city shall be unlawful:~~

\*\*\*\*

- (4) The owning, keeping, or maintenance of any animal which, ~~by causing frequent, loud or long continued noise, shall disturb the comfort or repose of persons dwelling in the vicinity of the~~

place where the animal is kept- habitually or repeatedly barks, howls, whines, yelps, or otherwise produces any sounds which cause serious annoyance to neighboring residents, or which interfere with the reasonable use and enjoyment of premises occupied by such residents, or which interfere with the reasonable use and enjoyment of public streets, sidewalks or other public areas, is a violation of this section.

~~(c) Any person creating unlawful noise as described in this section shall be guilty of a misdemeanor, punishable upon conviction by a fine or imprisonment as provided by G.S. 14-4. A violation of this ordinance is a misdemeanor under N.C. General Statute § 14-4.~~

**Sec. 12-11. - Procedures in article not exclusive. Reserved.**

~~The procedures set forth in this article shall be in addition to any other remedies that may now or hereafter exist under law for the abatement of public nuisances, and this article shall not prevent the city from proceeding in a criminal action against any person violating the provisions of this article as provided in G.S. 14-4.~~

**SECTION 6. Chapter 13 “Offenses and Miscellaneous Provisions,” Article VI of the Code of Ordinances, City of Lenoir, North Carolina, “In General” is hereby amended to read as follows:**

**ARTICLE VI. – IN GENERAL**

**Sec. 13-6. Firearms.**

\*\*\*\*

~~(d) Any person found to be in violation of the requirements of this section shall be guilty of a misdemeanor, punishable as provided in G.S. 14-4. A violation of this ordinance is a misdemeanor under N.C. General Statute § 14-4.~~

**Sec. 13-7. Firebombs. Reserved.**

~~(a) No person shall manufacture, possess, transport or use any molotov cocktail or other firebomb.~~

~~(b) No person or group of persons shall possess all the items or materials needed to manufacture molotov cocktails or other firebombs, with intent to manufacture such, other than on his or their premises.~~

~~(c) The provisions of this section shall be cumulative to any other ordinance or general statute of the state on this subject.~~

~~(d) Any person found to be in violation of the requirements of this section shall be guilty of a misdemeanor, punishable as provided in G.S. 14-4.~~

\*\*\*\*

**Sec. 13-9. Consumption of alcoholic beverages on city property.**

~~No consumption of alcohol on city property.~~ No person shall may consume alcoholic beverages, fortified or unfortified wine, or malt beverages, as defined in state statutes, or offer the same for consumption by

another person, on the premises of any property owned or occupied by the city except pursuant to a valid North Carolina alcoholic beverage control permit and upon approval of the city. ~~Any person found to be in violation of the requirements of this section shall be guilty of a misdemeanor, punishable as provided in G.S. 14-4. A violation of this ordinance is a misdemeanor under N.C. General Statute § 14-4.~~

\*\*\*\*

**Sec. 13-16. Loitering for purpose of engaging in drug-related activities.**

\*\*\*\*

(d) No arrest or charge is permitted hereunder unless the circumstances established probable cause to believe that the person intended to violate one or more of the provisions of the North Carolina Controlled Substances Act. ~~A violation of this section shall subject the offender to the penalties set forth in G.S. 14-4A.~~

(e) A violation of this ordinance is a misdemeanor under N.C. General Statute § 14-4.

**Sec. 13-17. Solicitation and begging prohibited.**

\*\*\*\*

(d) Penalty. ~~A violation of this section is a misdemeanor as set forth in G.S. 14-4. A violation of this ordinance is a misdemeanor under N.C. General Statute § 14-4.~~

\*\*\*\*

**Sec. 13-19. Weapons prohibited on city property.**

\*\*\*\*

(f) ~~Any person in violation of the prohibitions of this section 13-19 shall be guilty of a misdemeanor pursuant to N.C.G.S. 14-4. A violation of this ordinance is a misdemeanor under N.C. General Statute § 14-4.~~ Any firearm, handgun or other weapon possession in violation of the provisions of this section is and are declared to be contraband, to be disposed of in accordance with applicable North Carolina law.

\*\*\*\*

**SECTION 7. Chapter 18 "Streets and Sidewalks," Article I of the Code of Ordinances, City of Lenoir, North Carolina, "In General" is hereby amended to read as follows:**

**ARTICLE I. – IN GENERAL**

**Sec. 18-2. Trespassing on or under bridges.**

(a) *Prohibited actions.* ~~It shall be~~ is unlawful for any person to loiter upon or under any bridge within the city.

(b) *Enforcement.* ~~Enforcement of this section is authorized for any law enforcement officer with jurisdiction to arrest in the city. The offense is a misdemeanor offense of second degree trespassing, G.S.~~

~~14-159.13. Signage.~~ Each bridge will be posted at both entrances notifying potential violators by sign "No Trespassing. Police Authorized to Arrest under G.S. 14-159.13 and 14-4."

(c) ~~Signage.~~ Each bridge will be posted at either entrance notifying potential violators by sign "No Trespassing. Police Authorized to Arrest" under G.S. 14-159.13. A violation of this ordinance is a misdemeanor under N.C. General Statute § 14-4.

\*\*\*\*

**SECTION 8. SEVERABILITY.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

**SECTION 9. CODIFICATION.** The City Clerk shall cause the Code of Ordinances of Lenoir, North Carolina to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

**SECTION 10. EFFECTIVE DATE.** This ordinance takes effect upon adoption.

**DONE, THE FIRST READING,** by an affirmative vote of a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this 6th day of June, 2023.

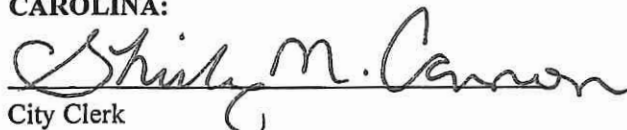
**DONE, THE PUBLIC NOTICE,** in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, this \_\_\_\_\_ day of \_\_\_\_\_ and this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**DONE, THE SECOND READING AND PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE,** by an affirmative vote of a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**BY THE MAYOR/MAYOR PRO TEMPORE OF THE CITY OF LENOIR, NORTH CAROLINA:**

  
Mayor/Mayor Pro Tempore

**ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA:**

  
City Clerk

\*\*[Remainder of page intentionally left blank.]\*\*

This document presented and filed:  
06/29/2023 03:07:20 PM

Fee \$26.00



10085973

Caldwell County North Carolina  
Wayne L. Rash, Register of Deeds

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF LENOIR, NORTH CAROLINA TO INCLUDE THE ENTIRE NORMAN & KIMBERLY STAINES PROPERTY LOCATED AT 2702 ELLERWOOD ROAD, AS RECORDED IN DEED BOOK 1325, PAGE 1171 IN THE CALDWELL COUNTY REGISTRY.**

WHEREAS, the Lenoir City Council has been petitioned under NCGS 160A-31, as amended, to annex the area described herein; and

WHEREAS, the Lenoir City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition, A#1-23; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held on the **20th day of June, 2023** after due notice by publication on **June 8 and June 15, 2023**; and

WHEREAS, the Lenoir City Council further finds that the area described therein meets the standards for contiguous annexation of NCGS 160A-31; and

WHEREAS, the Lenoir City Council does hereby find as a fact that said petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the Lenoir City Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the City of Lenoir and the area proposed for annexation will be best served by annexing the area described herein;

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Lenoir, North Carolina:

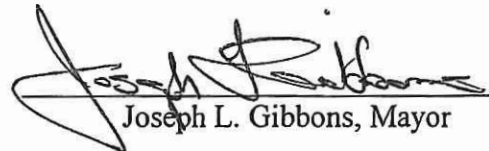
Section 1. By virtue of the authority granted by NCGS 160A-31, the contiguous territory described in "Schedule A" is hereby annexed and made part of the City of Lenoir as of the **30th day of June, 2023**.

Section 2. Upon and after the **30th day of June, 2023** the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Lenoir and shall be entitled to the same privileges and benefits as other parts of the City of Lenoir. Said territory shall be subject to municipal taxes according to NCGS 160A-31(e).

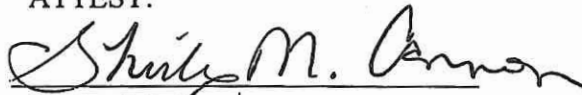
Section 3. The Mayor of the City of Lenoir shall cause to be recorded in the office of the Register of Deeds of Caldwell County, and in the office of the Secretary of State of Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance.

Adopted this the 20<sup>th</sup> day of June, 2023. Effective the 30th day of June, 2023.

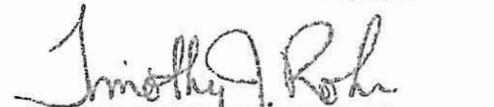
SEAL

  
Joseph L. Gibbons, Mayor

ATTEST:

  
Shirley M. Cannon, City Clerk

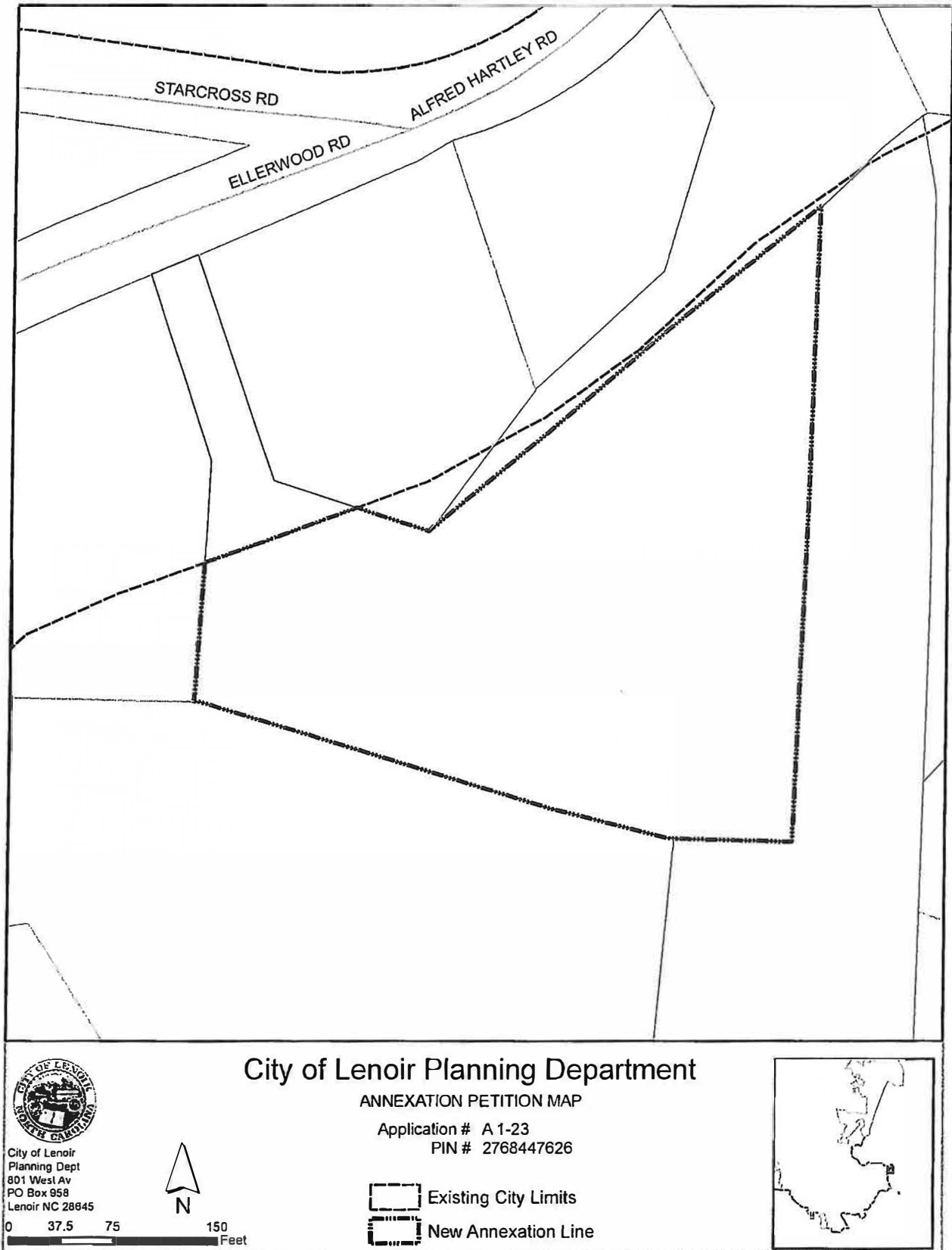
APPROVED AS TO FORM:

  
Timothy J. Rohr, City Attorney

CITY OF LENOIR, NC  
CHARTERED  
JANUARY 28, 1851

SEAL





## SCHEDULE A

1173

## TRACT #2

(Being a part of that property as described at Deed Book 144, at Page 302.)

BEGINNING on a new 3/4 inch iron pipe, a new corner for the Roberts property, said BEGINNING POINT being located South 27 degrees 22 minutes 48 seconds East 581.85 feet from a P.K. Nail in the center of SR 1715, at the intersection of the center line of SR 1712, being also located South 64 degrees 55 minutes 30 seconds East 832.04 feet from a P.K. Nail set in a power pole; thence from the POINT OF BEGINNING and with 4 new lines for the Roberts property: North 85 degrees 51 minutes 47 seconds West 91.11 feet to a new 3/4 inch iron pipe; North 76 degrees 05 minutes 04 seconds West 356.79 feet to a new 3/4 inch iron pipe; North 07 degrees 31 minutes 56 seconds East 170.12 feet to a new 3/4 inch iron pipe; North 19 degrees 58 minutes 07 seconds West, passing a new 3/4 inch iron pipe on line at 157.88 feet and continuing on the same bearing 30.00 feet, for a total distance along this bearing of 187.88 feet to a point in the center of SR 1715; thence with the center of SR 1715 North 68 degrees 21 minutes 07 seconds East 45.02 feet to a point in the center of the road, a corner with that property belonging to Herbert Eller (Deed Book 488, Page 478 and Deed Book 509, Page 457); thence leaving the road and with the Herbert Eller property for 3 calls: South 19 degrees 58 minutes 07 seconds East, passing a new 3/4 inch iron pipe on line at 35.81 feet and continuing on the same bearing 164.40 feet, for a total distance along this bearing of 200.21 feet to a new 3/4 inch iron pipe; South 72 degrees 52 minutes 26 seconds East 118.81 feet to an existing 3/8 inch iron pipe; North 49 degrees 46 minutes 52 seconds East 349.82 feet to a new 3/4 inch iron pipe; thence leaving the Eller property and with a new line for the Roberts property South 01 degrees 28 minutes 54 seconds West, passing a new 3/4 inch iron pipe on line at 449.91 feet and continuing on the same bearing 7.19 feet, for a total distance along this bearing of 457.10 feet to the POINT OF BEGINNING, containing 2.865 ACRES gross, by coordinates.

Subject to a part of a 45 foot wide right of way crossing the above described property, being more particularly described as follows:

BEGINNING on a new 3/4 inch iron pipe which is the same as the POINT OF BEGINNING of the above described 2.865 ACRES tract; thence from the POINT OF BEGINNING and with 4 new lines for the Roberts property; North 85 degrees 51 minutes 47 seconds West 91.11 feet to a new 3/4 inch iron pipe; North 76 degrees 05 minutes 04 seconds West 356.79 feet to a new 3/4 inch iron pipe; North 07 degrees 31 minutes 56 seconds East 170.12 feet to a new 3/4 inch iron pipe; North 19 degrees 58 minutes 07 seconds West, passing a new 3/4 inch iron pipe on line at 157.88 feet and continuing on the same bearing 30.00 feet, for a total distance along this bearing of 187.88 feet to a point in the center of SR 1715; thence with the center of SR 1715 North 68 degrees 21 minutes 07 seconds East 45.02 feet to a point in the center of the road, a corner with that property belonging to

1174

Herbert Eller (Deed Book 488, Page 478 and Deed Book 509, Page 457); thence with the Herbert Eller property South 19 degrees 58 minutes 07 seconds East, passing a new 3/4 inch iron pipe on line at 35.81 feet and continuing on the same bearing 164.40 feet, for a total distance along this bearing of 200.21 feet to a new 3/4 inch iron pipe, a corner with the Herbert Eller property; thence leaving the Eller property and with 3 new lines for the Roberts property: South 07 degrees 31 minutes 56 seconds West 163.53 feet to a new 3/4 inch iron pipe; South 76 degrees 05 minutes 04 seconds East 402.26 feet to a new 3/4 inch iron pipe; South 01 degrees 28 minutes 54 seconds West 7.19 feet to the POINT OF BEGINNING.

Being the same property as conveyed by Helen Roberts Watson et al to Inez Roberts Morrison by deed dated December 29, 1993 and recorded in Book 1101 Page 1164 Caldwell County Registry.

DRAFTSMAN DID NOT ABSTRACT  
TITLE OR PERFORM A CLOSING  
ON THIS PROPERTY AND MAKES  
NO WARRANTIES AS TO TITLE.



## Lenoir Fire Department

602 Harper Avenue, N.W.  
Lenoir, North Carolina 28645



Lenoir Fire Department  
(828) 757-2190

Fire Marshal  
Christopher W. Jacobs  
(828) 757-2193  
(828) 394-1206 Fax  
[cjacobs@ci.lenoir.nc.us](mailto:cjacobs@ci.lenoir.nc.us)

Ref: Fireworks Display for July 4<sup>th</sup>, 2023

Date: April 13, 2023

North Carolina law states that fireworks displays are now required to be approved by the County Board of Commissioners and/or City Council. This change came in effect February 1, 2010, and the approval must be granted prior to a permit being issued by the Fire Marshal's Office. I have attached a copy of General Statute 14-413. I am acquiring copies of one (1) application packet for fireworks display inside the City of Lenoir. The date of the display is July 4<sup>th</sup>, 2023 and conducted by Pyro Shows, Inc. for City of Lenoir Parks & Recreation. The display is located at Lenoir Optimist Park located at 701 Mulberry St SW, Lenoir NC, 28645. The General Statute requires that the County/City ensures proof of insurance prior to providing approval. A copy of the insurance certificate is provided in the packet provided by Pyro Shows. I have required that the information be submitted by each applicant that is required by the North Carolina Fire Code and this office will conduct the necessary inspections of these sites prior to the display. I would respectfully request that this fireworks display be placed on the next agenda for consideration by the City Council. It is my understanding that most Counties/Cities are placing these items on the consent agenda once the insurance certificate has been verified (it has). As always, if I can be of any further assistance in this matter, please do not hesitate to contact me.

A handwritten signature in black ink, appearing to read "Chris Jacobs", followed by a long horizontal line.

Chris Jacobs  
City of Lenoir Fire Marshal  
Phone# 828-757-2193  
Email: [cjacobs@ci.lenoir.nc.us](mailto:cjacobs@ci.lenoir.nc.us)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Britton Gallagher<br>One Cleveland Center, Floor 30<br>1375 East 9th Street<br>Cleveland OH 44114 | <b>CONTACT NAME:</b><br>PHONE (A/C No., Ext.): 213-658-7100<br>FAX (A/C, No.):<br>E-MAIL:<br>ADDRESS:                                                                                                                                                                                                                                                                                                                                                |                               |        |                                            |       |                                             |  |                                  |       |            |  |            |  |            |  |
|----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|--------------------------------------------|-------|---------------------------------------------|--|----------------------------------|-------|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>Pyro Shows, Inc.<br>PO Box 1776<br>115 North 1st Street<br>La Follette TN 37766                    | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER B: Everest Denali Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: Arch Specialty Ins Co</td> <td>21199</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Everest Indemnity Insurance Co. | 10851 | INSURER B: Everest Denali Insurance Company |  | INSURER C: Arch Specialty Ins Co | 21199 | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                                        | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                            |       |                                             |  |                                  |       |            |  |            |  |            |  |
| INSURER A: Everest Indemnity Insurance Co.                                                                           | 10851                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                                            |       |                                             |  |                                  |       |            |  |            |  |            |  |
| INSURER B: Everest Denali Insurance Company                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                            |       |                                             |  |                                  |       |            |  |            |  |            |  |
| INSURER C: Arch Specialty Ins Co                                                                                     | 21199                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                                            |       |                                             |  |                                  |       |            |  |            |  |            |  |
| INSURER D:                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                            |       |                                             |  |                                  |       |            |  |            |  |            |  |
| INSURER E:                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                            |       |                                             |  |                                  |       |            |  |            |  |            |  |
| INSURER F:                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                            |       |                                             |  |                                  |       |            |  |            |  |            |  |

**COVERAGES** **CERTIFICATE NUMBER: 1471895927** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                           | ADDL SUBR INSR WYD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | Y Y                | SI6ML01929-221 | 11/1/2022               | 11/1/2023               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/PROP AGG \$ 2,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS         | Y Y                | SI6CA00204-221 | 11/1/2022               | 11/1/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                           |
| C        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                    | Y Y                | UXP1034375-03  | 11/1/2022               | 11/1/2023               | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000<br>\$                                                                                                                                                                              |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                              | Y/N N/A            |                |                         |                         | WC STATU- TORY LIMITS OTH- ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                 |
| C        | Excess Liability #2                                                                                                                                                                                                                                                                                         | Y Y                | SI6EX01662-221 | 11/1/2022               | 11/1/2023               | Each Occ Aggregate 5,000,000<br>Total Limits 10,000,000                                                                                                                                                                                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional Insured extension of coverage is provided by above referenced policies where required by written agreement.

Excess policies are excess of both the general liability and automobile policies for total limits of \$10 million each.  
 Fireworks Display: July 04, 2023 (Independence Day Celebration)  
 Additional Insured: City of Lenoir Parks & Recreation

## CERTIFICATE HOLDER

City of Lenoir Parks & Recreation  
 P.O. Box 958  
 Lenoir NC 28645

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

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CITY MANAGER  
SCOTT E. HILDEBRAN

**CITY OF LENOIR**  
NORTH CAROLINA

MAYOR  
JOSEPH L. GIBBONS

CITY COUNCIL  
J. T. BEAL  
F. KENT GREER  
T. H. PERDUE  
J. I. PERKINS  
R. S. PRESTWOOD  
D. F. STEVENS  
C. D. THOMAS

**ORDINANCE #2023-3**

**CAPITAL PROJECT BUDGET ORDINANCE TO CLOSE CAPITAL  
PROJECT FOR THE CITY OF LENOIR**

**WHEREAS**, the City Council of the City of Lenoir has adopted a Capital Budget Ordinance on June 6<sup>th</sup>, 2017, in accordance with the General Statutes of the State of North Carolina, and

**WHEREAS**, the City Council desires to recognize the completion of the following Capital Project and

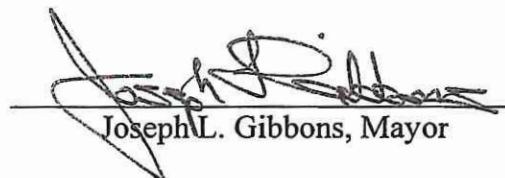
**WHEREAS**, The City adopted the Capital Project Budget Ordinance for the Biosolids Facility Improvement on the 6th day of June, 2017 with a total project budget of \$7,134,900.00. The project is now complete and was under budget by \$213,068.61.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF  
THE CITY OF LENOIR, NORTH CAROLINA, THAT:**

The Capital Project Budget Ordinance for the Biosolids Facility Improvement be closed.

Adopted this 20th day of June, 2023.

SEAL

  
Joseph L. Gibbons, Mayor

ATTEST:

  
Shirley M. Cannon, City Clerk







CITY MANAGER  
SCOTT E. HILDEBRAN

CITY OF LENOIR  
NORTH CAROLINA

MAYOR  
JOSEPH L. GIBBONS

CITY COUNCIL  
J. T. BEAL  
F. KENT GREER  
T. H. PERDUE  
J. I. PERKINS  
R. S. PRESTWOOD  
D. F. STEVENS  
C. D. THOMAS

**RESOLUTION BY LENOIR CITY COUNCIL TO ACCEPT AN OFFER OF FUNDING**

- WHEREAS,** the City of Lenoir has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2022-74 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and
- WHEREAS,** the North Carolina Department of Environmental Quality Division of Water Infrastructure has offered American Rescue Plan (ARP) funding in the amount of \$6,300,000 to perform work detailed in the submitted application, and
- WHEREAS,** the City of Lenoir intends to perform said project in accordance with the agreed scope of work.

**NOW, THEREFORE, BE IT RESOLVED BY THE LENOIR CITY COUNCIL OF THE CITY OF LENOIR:**

That City of Lenoir does hereby accept the American Rescue Plan Grant offer of \$6,300,000.

That the City of Lenoir does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Scott Hildebran, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 20<sup>th</sup> day of June, 2023 at Lenoir, North Carolina.

SEAL

ATTEST:

  
Shirley M. Cannon, City Clerk

  
Joseph L. Gibbons, Mayor



**2022-2023 Fiscal Year  
Budget Amendment 23-3  
Tuesday, June 20, 2023**

ITEM 1: APPROVE THE UTILIZATION OF ADDITIONAL GENERAL FUND REVENUES TO MAKE BUILDING UPGRADES AND PURCHASES.

| Account Number | Department                    | Increase          | Decrease |
|----------------|-------------------------------|-------------------|----------|
| 3319           | FRANCHISE TAX DIST            | 85,000.00         |          |
| 3471           | ROLL OUT CONTAINER SALES      | 25,000.00         |          |
| 3480           | CEMETERY LOTS                 | 10,000.00         |          |
| 3839           | FIRE LINE CHARGES             | 10,000.00         |          |
| 3122           | AD VALOREM TAXES              | 110,000.00        |          |
|                | <b>TOTAL REVENUE INCREASE</b> | <b>240,000.00</b> |          |

ITEM 2: APPROVE THE ALLOCATION OF GENERAL FUND EXPENDITURES FOR BUILDING UPGRADES AND THE PURCHASE OF A BRUSH TRUCK.

| Account Number | Department                                   | Increase          | Decrease         |
|----------------|----------------------------------------------|-------------------|------------------|
| 4110           | LEGISLATIVE                                  | 70,000.00         |                  |
| 4110           | LEGISLATIVE                                  | 25,000.00         |                  |
| 4120           | ADMIN                                        | 25,000.00         |                  |
| 4511           | STREETS                                      | 101,000.00        |                  |
| 4512           | STREET TRAFFIC CONTROL                       | 19,000.00         |                  |
| 4710           | SANITATION                                   | 40,000.00         |                  |
| 6122           | MULBERRY                                     | 15,000.00         |                  |
| 6123           | MLK                                          | 15,000.00         |                  |
| 4920           | MAIN STREET                                  |                   | 70,000.00        |
|                | <b>SUBTOTAL</b>                              | <b>310,000.00</b> | <b>70,000.00</b> |
|                | <b>TOTAL EXPENDITURE CHANGES</b>             | <b>240,000.00</b> |                  |
|                | <b>NET EFFECT ON THE GENERAL FUND BUDGET</b> | <b>-</b>          |                  |

ITEM 3: ALLOCATE FUNDING TO THE ENTERPRISE FUND FOR EXPENDITURES.

| Account Number | Department                                 | Increase          | Decrease          |
|----------------|--------------------------------------------|-------------------|-------------------|
| 7131           | WATER DISTRIBUTION                         |                   | 118,000.00        |
| 7132           | WATER RESOURCES                            | 20,000.00         |                   |
| 7133           | ADMINISTRATION                             | 98,000.00         |                   |
| 7141           | WASTEWATER PRETREATMENT                    | 25,000.00         |                   |
| 7142           | GUNPOWDER PLANT                            |                   | 25,000.00         |
|                | <b>TOTAL EXPENDITURE CHANGES</b>           | <b>143,000.00</b> | <b>143,000.00</b> |
|                | <b>NET EFFECT ON THE WATER FUND BUDGET</b> | <b>-</b>          |                   |

ITEM 4 : ALLOCATE FUNDING FOR MAIN STREET.

| Account Number | Department                                  | Increase         | Decrease |
|----------------|---------------------------------------------|------------------|----------|
| 3981           | TRANSFER FROM GENERAL FUND                  | 95,000.00        |          |
| 4920           | MAIN STREET                                 | 95,000.00        |          |
|                | <b>TOTAL EXPENDITURE CHANGES</b>            | <b>95,000.00</b> |          |
|                | <b>NET EFFECT ON THE MAIN STREET BUDGET</b> | <b>95,000.00</b> |          |

**COMMITTEE OF THE WHOLE  
CITY HALL, THIRD FLOOR**

**TUESDAY, JUNE 27, 2023**

**8:30 A.M.**

Present: Jonathan Beal, Kent Greer, Todd Perdue, Ike Perkins, Ralph Prestwood, David Stevens, Mayor Pro-Tem Crissy Thomas.

Absent: Mayor Joe Gibbons and Police Chief Brent Phelps.

Staff Present: City Manager Scott Hildebran, City Clerk Shirley Cannon, Finance Director Donna Bean, Public Services Director Radford Thomas, Public Works Operations Manager Jon Hogan, Public Utilities Operations Manager Jeff Church, Parks & Recreation Director Phil Harper, Fire Chief Norman Staines, Deputy Fire Chief Kenny Nelson, Fire Marshall Chris Jacobs, Police Major Andy Wilson, Planning Director Hannah Williams, Planner, GIS Specialist Matt Duchan and Communications Director Joshua Harris.

I. Mayor Pro-Tem Crissy Thomas welcomed everyone and called the meeting to order.

II. Citizen Comments

A. There were no citizen comments presented at this time.

III. Committee Items:

- A. Update; Public Services: Radford Thomas, Public Services Director, presented the following report:
- \* Re-submitted the application to the state for a stormwater grant.
  - \* Additional BRIC funding is available. The City has submitted applications for replacement of the Arrowood Street Bridge, an Equalizer Basin for the Lower Creek Wastewater Plant and the Sewer Line Replacement Project from Pennell Street to the Soccer Complex on Zacks Fork Road. Director Thomas stated these projects total around \$8,000,000 and the City is currently waiting on notification of funding.
  - \* Director Thomas will give a presentation on the Water Shortage Response Plan at the July 18 City Council meeting. These plans go through the Catawba Wateree Association.
  - \* The Brownfields grant is moving forward. There are limited restrictions on using the \$500,000 grant funding, but there is a four-year timeframe for completion of projects.
  - \* Director Thomas commended the staff of Public Utilities for their great teamwork and great job in repairing the water main break that occurred on Connelly Springs Road in the Baton area Saturday night. Public Utilities Operations Manager Jeff Church also commended staff and other departments that assisted during the repairs.

## B. Update; Public Works/Public Utilities

1. **Bid Awards; City Hall Improvements:** As background information, Public Works Operations Manager Jon Hogan shared the City received an allocation of \$200,000 in SCIF funding in early 2022. At that time, the City contracted with the NC Main Street and Rural Planning Center in April of 2022 to create a proposal for the façade enhancement of the City Hall building and the clock tower. This project scope included stucco repair, paint, signage and window replacement, which would meet historical district requirements.

The project was put out for public bid on August 1, 2022 and no bids were received. The bid was re-advertised on August 30, 2022 with a closing date of September 15, 2022. No bids were received during the re-advertising window.

After consideration to the scope and discussion, it was decided that the clock tower enhancement would move in a different direction and no longer be part of the City Hall Façade Project. Due to not receiving any public bids, Staff has worked to acquire separate quotes for the window replacement and stucco repair and painting of the City Hall building.

Staff recommends the following low bid awards for improvements to City Hall:

- A. Staff recommends awarding the bid for the City Hall building repairs to Custom Coatings, Inc. for the sum of \$48,000 as submitted.
- B. Staff recommends awarding the bid for the City Hall window replacement project to Diversified Glass for the sum of \$103,600 as submitted.

A copy of the bid tab is attached to these minutes as information.

### Motion

Upon a motion by Councilmember Perdue, Council voted 6 to 0 to award the low bid of \$48,000 to Custom Coatings, Inc. and the low bid of \$103,600 to Diversified Glass for the City Hall Improvements Project as submitted and as recommended.

## C. Public Utilities Operation Manager Jeff Church reported on the following items:

1. **Mueller Update:** 6/23/23: We met with Mueller team on Thursday, 6/22/23 to discuss the upcoming project close out. There are a couple of items left to button up. Possible project close out late July or August.
2. **Freeze and Nichols Lead and Copper Inventory Project:** 6/23/23: Conducted the first monthly update by Zoom on Thursday 6/22/23. Discussed options for moving forward in inventory creation. We are average in the process among their clients. There are some municipalities that are ahead of us and some that are way behind.
3. **Finley Water Project:** 6/20/23: Sweetwater GPR services have been completed and McGill is in receipt of the findings. Staff met with McGill on site to conduct ground measurements on the afternoon of June 19. Distribution staff have located water lines throughout the community as requested by McGill. McGill will use the measurements and GPR data to coordinate the geotechnical exploration borings by Bunnell Lammons Engineering (BLE). McGill had a staff surveyor on site Monday, June 26, 2023.

\*Reminder: milestone deadlines are updated from the original schedule that was approved by the October 17, 2022, *Letter of Intent to Fund*.

| Milestone                                                                                               | Original Deadline | New Deadline     |
|---------------------------------------------------------------------------------------------------------|-------------------|------------------|
| Bid and Design Package Submittal (obtain all necessary permits)                                         | February 1, 2023  | August 1, 2023   |
| Bid and Design Package Approval                                                                         | June 1, 2023      | December 1, 2023 |
| Advertise Project, Receive Bids, Submit Bid Information, <u>and</u> Receive Authority to Award from DWI | October 2, 2023   | April 2, 2024    |
| Execute Construction Contract(s)                                                                        | November 1, 2023  | May 1, 2024      |

4. **Asset Inventory and Assessment Grant:** McGill's contract was approved at the May 16, 2023 Council meeting. McGill is beginning work on the project.
5. **Freeze and Nichols Facilities Assessment Project:** 6/20/23: A draft facilities assessment was emailed for comments on June 12, 2023.

D. Update; Public Works Operation Manager Jon Hogan gave the following report:

**Projects:**

1. Hospital Avenue Sidewalk Project – Awaiting ROW Certification from NCDOT, First partial payment for Duke Energy URA received. Hope to begin relocation soon.
2. LFD Infrastructure Failure (Sinkhole) –WK Dickson was awarded the project. Currently working on scope and agreement for July Council meeting.
3. Greenway Culvert (Red Roof) – Shotcrete has completed this project.
4. Smith Crossroads Sign- Project is currently in active bid status. Bid closing/opening is July 18<sup>th</sup>.
5. EV Charging Station- Equipment has been delivered, awaiting Duke Energy to replace pole for service installation.
6. 2023 Paving – Pavers are currently in town. German Street, Meadowlane Drive, Patterson Street and Jason Street will be complete this week.
7. City Hall Improvements: Bids awarded to Custom Coatings Inc. for exterior building repairs, cleaning, sealing and painting for \$48,000.00. Bid awarded to Diversified Glass for City Hall window replacement for \$103,600.00.
8. Greenway: All greenway connections are currently in design phase with Mattern and Craig. Street Department has started construction on the Waterlife Connection. Asphalt has been removed and delineator curb has been installed. Painting will begin next week. Next piece will be the Google connection once they complete the stream bank restoration project. Awaiting PED counters for HWY 18 crossing.

**Community Development**

- A. Lenoir Tourism Development Authority: The Lenoir Tourism Development Authority met on Thursday, June 22, 2023. Minutes of the May 11, 2023 meeting are submitted as information.

Economic Development Director Kaylynn Horn reported two additional grant applications have been submitted and noted the Clock Tower Project and work tiles for the clock are going



well. The Wayfinding project is ongoing and the plans for the Downtown Master Plan are currently being finalized.

**B. Lenoir Business Advisory Board:** The Lenoir Business Advisory Board met on Thursday, June 8.

Minutes of the March 9 meeting are submitted as information. Kaylynn Horn, Economic Development Director, presented an update on current projects.

- \* Upgrade; Downtown Sound System-reported the LTDA is assisting with funding for this project and pointed out it will be a great upgrade for the downtown system and the speakers at the stage area.
- \* The LHS renovations will move ahead with grant funding.
- \* 250 Vendors have signed up for the Blackberry Festival on Friday, July 14 & Saturday, July 15.
- \* The movie "Sonic the Hedgehog 2" will be shown Friday, June 30 on the downtown stage from 8:30 p.m. – 10:30 p.m. A Cruise-In is also scheduled on Saturday, July 1 from 3:00 p.m. – 9:00 p.m. in the downtown area.
- \* The Wood, Fire, Smoke barbeque event will be held again this year in October.
- \* Matthew Anthony, Downtown Event Coordinator, designed a new banner for the downtown area.

The City acquired 1217 College Avenue in lieu of foreclosure. The lot may be used for future parking for Mack Cook Stadium.

**C. Planning Board:** The Planning Board met on Monday, June 26, 2023. Hannah Williams, Planning Director, presented the following report of the meeting:

- Introduced new employee, Matt Duchan, Planner/GIS Specialist.
- A public hearing will be held for a Special Use Permit on Tuesday, July 18.
- Board of Adjustment passed a Variance for a minimum lot size at 2110 Walt Arney Road.
- Informed Council about naming the greenway parallel to Zack's Fork in memory of Rick Rash, former City of Lenoir employee, with a sign near the third parking lot off Zack's Fork Road. This section is located outside the floodplain. (A copy of a map outlining the locations is attached to these minutes as information.)

Note: The request to name a segment of the greenway in memory of Rick Rash will be placed on the July 18 Agenda for Council's consideration of approval. Mr. Rash's family will be in attendance at the meeting.

- Along with Chris Jacobs and Kaylynn Horn, Council was informed about a new procedure and form for establishing an apartment in a commercial building. (A copy of the form is attached to these minutes as information.)

Chris Jacobs, Fire Marshall stated several businesses do not follow proper procedures which are life safety and meeting zoning codes. He shared there are fourteen non-permitted apartments he is currently working on plus another two of which one has four to five apartments. He stated these buildings are zoned as mixed use and located across the City with a large portion of them being in the downtown area. He also clarified that violations are enforced by the Caldwell County Building Inspector. In addition, he explained he looks at the liability of a situation and does not want a lawsuit to be filed against the City.



Kaylynn Horn, Economic Development Director, stated the new form establishes and conveys the City's expectations of a downtown business owner which is life safety. Director Horn remarked she doesn't want to see a huge fire downtown and having this critical information from the property owners would protect our own employees.

D. Parks & Recreation Advisory Board: The Parks & Recreation Advisory Board does not meet in May, June or July. Recreation Director Phil Harper gave the following report:

- \* Jeff Holland's crew aerated all the athletic fields (Mulberry, Optimist Park, Mack Cook Stadium and the Soccer Complex.)
- \* Thanks to the staff of Public Works for getting the glass installed in the game room that got broken last week.
- \* Thanks to the staff of Public Utilities for the use of the digital sign the last few weeks.
- \* The outdoor pool at the Aquatic & Fitness Center opened a week ago Saturday. Thank you to Joshua Harris for posting that information and for handling the comments on the Facebook page regarding evening rentals.
- \* Youth Summer basketball is underway at MLK. The opening game between the 11-13 age Division was great to watch. The final score was 24-22 and there were about 90 spectators.
- \* The Caldwell County Schools have been delivering free lunches for all school age kids since school dismissed for the Summer. They deliver everyday Monday – Friday throughout the Summer except for the week of July 4<sup>th</sup>.
- \* All three facilities have experienced a lot of daily foot traffic.

## VI. Finance and Administration

A. Budget Amendment: Staff request approval of an amendment to the annual budget ordinance for the fiscal year ending June 30, 2023 for the re-allocation of general fund expenditures as submitted.

A copy of the amendment is attached to these minutes as information.

### Motion

Upon a motion by Councilmember Perdue, Council voted 6 to 0 to approve the Budget Amendment as requested and as submitted by Finance Director Bean.

B. May Financial Summary: Director Bean reviewed the Financial Summary as of May 30, 2023. The over/under balance in the General Fund is \$2,176,322.95, Downtown District \$56,309.71 and Water & Sewer Fund \$1,400,972.86.

A copy of the May Financial Summary is attached to these minutes as information.

Director Bean stated the City is on track with its budget and in good financial shape. She also remarked the City's budget is where she anticipated it to be at this time.

C. Update: Public Communications: Joshua Harris, Public Information Officer, presented the Communications Report for the month of May. Director Harris reported there were 11 news releases, 148 photos, 5 videos, 141 social posts, 21 questions & answers and 3 e-sign ups. The website's social reach is 47,202 along with 1,949 video views.

## VII. Public Safety

### A. Update; Police Department: Andy Wilson, Police Major gave the following report:

- \* Commended the Critical Incident Team for the great job they did during the recent shooting incident.
- \* The Department has hired several new officers that will begin in the next few weeks.
- \* Four new School Resources Officers (SRO) will be added at the elementary schools. Two officers will be placed at Lower Creek Elementary and the remaining two will be hired in November or December. He clarified officers have to have one year experience before being certified as an SRO.

### B. Update; Fire Department: Norman Staines, Fire Chief reported on the following projects:

- June 19<sup>th</sup> – Installed dash camera on Ladder 1 as part of 60 day trial.
- June 23<sup>rd</sup> - Tower 1 and two personnel went to Gamewell FD for a one-day academy for 6<sup>th</sup> to 8<sup>th</sup> graders. Eighteen students from across Caldwell County attended this event.
- New Engine was in Florida and we should know exact date we can inspect the apparatus in the next few weeks; working on equipment list for new engine.
- FD will be training June 27 – 29 at AJ's; working on large building searches and missing firefighter scenarios;
- Entered Captain Roger Whisnant's name for the American Legion Firefighter of the Year award.
- Two firefighters are leaving this week for other positions.

## VIII. OTHER

- A. The July calendar was provided in packet as information listing committee meeting and upcoming events.

## IX. ADJOURN

There being no further business, the meeting was adjourned at 9:25 a.m.

### Attachments

Bid Tab (City Hall Improvements)

Map (locations of placements for signage in memory of Rick Rash)

New Permit Form for Commercial Buildings

Budget Amendment

May Financial Summary

## CITY OF LENOIR

### COUNCIL ACTION FORM

#### I. Agenda Item: City Hall Façade and Windows Project

**Background Information:** The City of Lenoir received an allocation of \$200,000 in SCIF funding in early 2022. The City then contracted with the NC Main Street and Rural Planning Center in April of 2022 to create a proposal for the façade enhancement of the City Hall building and clock tower located at 801 West Ave, NW, Lenoir NC. This project scope included stucco repair, paint, signage, and window replacement which would meet historical district requirements.

The project was put out for public bid on August 1, 2022, with a closing date of August 26, 2022. No bids were received. The bid was readvertised on August 30, 2022 with a closing date of September 15, 2022. No bids were received during the readvertising window.

After consideration to the scope and discussion it was decided that the clock tower enhancements would move in a different direction and no longer be a part of the City Hall Façade Project. Due to not receiving any public bids staff has worked to acquire separate quotes for the window replacement and stucco repair and painting of the City Hall building.

#### **BIDS:**

|                                                         |  |              |
|---------------------------------------------------------|--|--------------|
| <b>Cleaning, stucco repair, painting</b>                |  |              |
| Custom Coatings Inc.: Cleaning, stucco repair, painting |  | \$ 48,000.00 |
| <b>Window Replacement</b>                               |  |              |
| Diversified Glass                                       |  | \$103,600.00 |
| B. Watts Construction, LLC                              |  | \$126,627.49 |
| All Glass                                               |  | No Bid       |

#### II. Staff Recommendation:

Staff recommends awarding the bid for City Hall building repairs to Custom Coatings Inc., for the sum of \$48,000.00. Staff also recommends awarding the bid for the City Hall window replacement to Diversified Glass for the sum of \$103,600.00.

#### III. Reviewed by:

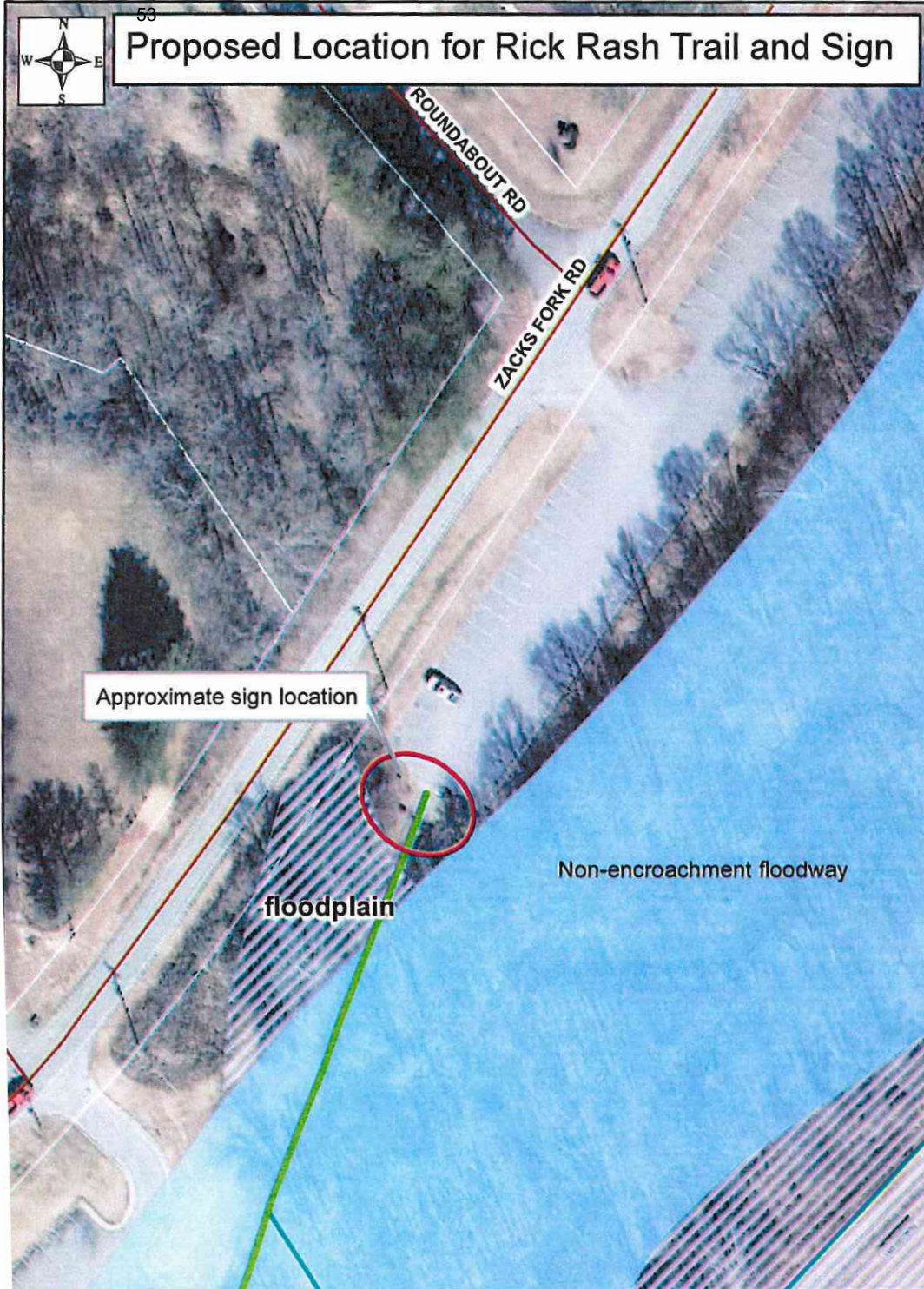
Public Works Operations Manager: *Jen Hogan*  
Risk Manager: *David Coffey*





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## Proposed Location for Rick Rash Trail and Sign



Minutes Committee of the Whole  
Tuesday June 2, 2020



(left) unused "Zacks Fork" map display and (right) unused post

1 inch = 80 feet





## City of Lenoir - NC

Establishing a Residential Apartment in a Commercial  
Building

## Live/Work Apartment Compliance

Important: The Applicant will complete Section A. Sections B through D are to be completed by the appropriate Inspection/Zoning Official. To request inspection, please contact Caldwell County Building Inspections, Lenoir Fire Marshal Office and Lenoir Planning. Directions at the end of this form. Failure to submit this form in a timely manner to these local authorities may result in delays in approval. Revisions to proposed dwelling unit may be required to meet NC

Code for mixed uses. This form is authorized by Lenoir City Ordinance (Chapter 4 Section 4-41) and NC Building Code.

## Section A – Applicant to complete

Name of Applicant \_\_\_\_\_ Name of Property Owner \_\_\_\_\_

If Tenants are already in the building-list names: \_\_\_\_\_

Trade Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Address of Property (if different) \_\_\_\_\_

Phone # \_\_\_\_\_ Type of Business \_\_\_\_\_

Is the building currently: ☐ Occupied business ☐ Occupied business/residential ☐ Vacant

Occupancy Type \_\_\_\_\_ (Final determination by Building Inspector)

## Section B – Lenoir Zoning Official to Complete

Building/Apt is - ☐ Approved ☐ Rejected Zoning District \_\_\_\_\_

Zoning Officials Name (printed) \_\_\_\_\_ (Signature) \_\_\_\_\_

Phone # \_\_\_\_\_ Date \_\_\_\_\_

Reasons for Noncompliance (if any) \_\_\_\_\_

## Section C – County Building Inspector to Complete

Building is - ☐ Approved ☐ Rejected ☐ Work needed

Building Inspector Name (printed) \_\_\_\_\_ (Signature) \_\_\_\_\_

List work needed (Architectural Plans are recommended and may be required):

---

Section D – Lenoir Fire Inspector to Complete

Building is - ☐ Approved ☐ Rejected

Fire Marshal Name (printed) \_\_\_\_\_ (Signature) \_\_\_\_\_

Phone call to Planning completed \_\_\_\_\_ (initial) \_\_\_\_\_ (Date)

List Issues:

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All buildings shall meet current NC Residential Code, NC Building Code and NC Fire Code prior to moving in and/or getting the final Certificate of Occupancy (CO).

**Directions:**

- ☐ Call or visit Lenoir Planning Department at 828-757-2107 or 3<sup>rd</sup> floor of 801 West Ave in Lenoir
  - o The Planning Director or their designee will review and complete Section B
- ☐ Call or visit Caldwell County Building Inspections at 828-426-8585 or 3<sup>rd</sup> floor of 2345 Morganton Blvd in Lenoir
  - o Arrange an on-site consultation with the Building Inspector and Fire Inspector to evaluate apartment site
  - o It is recommended and may be required that architectural plans be submitted to meet NC Building Code
  - o Building inspector will review and complete Section C
- ☐ Once Sections A-C are complete, call or visit the Fire Marshal's Office at 828-757-2193 or 602 Harper Ave in Lenoir
  - o Fire Marshal will review and complete Section D
  - o This completed form will be on file with the Fire Marshal's office
- ☐ **Final Step**
  - o Return to Lenoir Planning Department to obtain a zoning permit and Caldwell County Building Inspections for a building permit if required.





Minutes-Committee of the Whole  
Tuesday, June 27, 2023

**2022-2023 Fiscal Year  
Budget Amendment 23-4  
Tuesday, June 27, 2023**

ITEM 1: APPROVE THE RE-ALLOCATION OF GENERAL FUND EXPENDITURES.

| Account Number | Department                                   | Increase  | Decrease  |
|----------------|----------------------------------------------|-----------|-----------|
| 4130           | FINANCE                                      |           | 40,000.00 |
| 4511           | STREETS                                      |           | 20,000.00 |
| 4512           | STREET TRAFFIC CONTROL                       | 85,000.00 |           |
| 4910           | PLANNING                                     |           | 25,000.00 |
|                | SUBTOTAL                                     | 85,000.00 | 85,000.00 |
|                | <b>TOTAL EXPENDITURE CHANGES</b>             | -         |           |
|                | <b>NET EFFECT ON THE GENERAL FUND BUDGET</b> | -         |           |
|                |                                              |           |           |



**City of Lenoir  
Financial Summary  
As of 5/31/2023**



| General Fund      |                     |                  |             |                              |                  |
|-------------------|---------------------|------------------|-------------|------------------------------|------------------|
|                   | 2022-2023<br>Budget | 5/31/2023        | % of Budget | Change from<br>Previous Year | 5/31/2022        |
| Total Revenue     | \$ 20,320,130.00    | \$ 21,147,992.00 | 104%        | \$ 2,415,803.03              | \$ 18,732,188.97 |
| Expenditures      | \$ 20,320,130.00    | \$ 18,971,669.05 | 93%         | \$ 2,929,233.93              | \$ 16,042,435.12 |
| Over/Under        | \$ -                | \$ 2,176,322.95  |             | \$ (513,430.90)              | \$ 2,689,753.85  |
| Downtown District |                     |                  |             |                              |                  |
|                   | 2022-2023<br>Budget | 5/31/2023        | % of Budget | Change from<br>Previous Year | 5/31/2022        |
| Revenues          | \$ 358,220.00       | \$ 365,866.46    | 102%        | \$ 181,126.99                | \$ 184,739.47    |
| Expenditures      | \$ 358,220.00       | \$ 309,556.75    | 86%         | \$ 161,616.38                | \$ 147,940.37    |
| Over/Under        | \$ -                | \$ 56,309.71     |             | \$ 19,510.61                 | \$ 36,799.10     |
| Water/Sewer Fund  |                     |                  |             |                              |                  |
|                   | 2022-2023<br>Budget | 5/31/2023        | % of Budget | Change from<br>Previous Year | 5/31/2022        |
| Revenues          | \$ 10,232,980.00    | \$ 9,645,219.77  | 94%         | \$ 693,716.27                | \$ 8,951,503.50  |
| Expenditures      | \$ 10,232,980.00    | \$ 8,244,246.91  | 81%         | \$ 321,347.64                | \$ 7,922,899.27  |
| Over/Under        | \$ -                | \$ 1,400,972.86  |             | \$ 372,368.63                | \$ 1,028,604.23  |

**CITY OF LENOIR**  
**COUNCIL ACTION FORM**

**I. Agenda Item:**

RFQ: LFD Infrastructure Repair (Stormwater)

**II. Background Information:**

The City of Lenoir Fire Station #1 is located at 602 Harper Ave NW, Lenoir, NC (NCPIN#27498765549). The City of Lenoir Public Works Department was alerted to a possible infrastructure failure in 2021 when a sinkhole appeared on the south lawn of Fire Station #1. Upon initial inspection it was found that a section of 42" CMP storm pipe running parallel to the Fire Department facility had collapsed. The City of Lenoir contracted with Catawba Valley Engineering & Testing in October of 2021 to provide evaluation and analysis to aid in the development for replacement of the existing storm drainage system and foundation support of the existing foundation of the Lenoir Fire Department building. The goal of this project will be to design and develop the most efficient and economic repair and or replacement of this storm water system. This project will include survey preparation of engineering report, design engineering/plans and specifications, permitting, prequalification of bidders, bidding and award, construction oversight and administration and construction close-out and provision of as-constructed drawings. Requests for Qualifications (RFQ) were sent out on Friday May 26<sup>th</sup> with a closing date of Friday June 9<sup>th</sup> at 3pm. Three firms (Mattern & Craig, McGill Associates and WK Dickson) were responsive to the RFQ's for this project. A selection committee was formed and staff scored each responsive firms submittal prior to selection.

**III. Staff Recommendation:**

Based on the selection committee responses and RFQ's submitted, staff recommends approval to award the contract for the LFD Infrastructure Repair (Stormwater) to WK Dickson for **Basic Engineering Services not to exceed the sum of \$546,366.00**. WK Dickson has a successful background in these type of stormwater projects as well as a good history of projects completed within the City of Lenoir. With their background and knowledge of this community, we feel that they are the logical fit for this project.

**IV. Reviewed By:**

**City Attorney:**

**Public Works/Public Utilities Director: JH**

**City Manager:**



## CONTRACT FOR SERVICES

This contract ("Contract") for Lenoir – Fire Department Infrastructure Repair ("Project") by and between City of Lenoir, North Carolina, hereinafter called the OWNER, and W.K. Dickson & Co., Inc., hereinafter called the CONSULTANT;

The parties hereto do mutually agree as follows:

1. Employment of CONSULTANT. The OWNER hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.
2. Scope of Services. The CONSULTANT shall perform the services set forth in Attachment A, Scope of Services, which attachment is incorporated herein. Hereafter, these services may be referred to as the "Basic Services."
3. Additional Services. The CONSULTANT shall provide additional services, not specifically called for in Attachment A, Scope of Services, upon written authorization of the OWNER.
4. Time of Performance. The CONSULTANT will commence work on or as soon as practicable after the date of execution of this Contract and receipt of written Notice to Proceed. All work as set forth in the Scope of Services shall be completed as shown in the Project Schedule in Attachment A, assuming: (i) the timely submission of all required data and the scheduling of all meetings and reviews by the OWNER; (ii) no other impacts or delays caused by third parties, including the contractor(s) or its subcontractors; and (iii) no other delays beyond CONSULTANT's control.

If the OWNER requests modifications to the Scope of Services of the Project, or if CONSULTANT's services extend past the completion date in the Project Schedule through no fault of the CONSULTANT, the CONSULTANT shall be paid for the additional work as an additional service as set forth in Attachment B, Basis of Compensation, and CONSULTANT's time of performance shall be extended appropriately.

Except for construction administration services, CONSULTANT's services under this Contract, and each phase of services, if the Scope of Services is so divided, shall be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER or (2) thirty days after the date when such submissions are delivered to the OWNER. For construction administration services, the services shall be considered complete at final completion of the Project.

5. Compensation. The CONSULTANT agrees to perform the services provided for in the Scope of Services, and the OWNER agrees to compensate the CONSULTANT for such services as set forth in Attachment B, Basis of Compensation, which attachment is incorporated herein. Compensation for additional services shall also be as set forth in Attachment B, Basis of Compensation.

Payment by the OWNER to the CONSULTANT shall be due and payable on the 25th day of the month following the date of the invoice. Payments not received by the CONSULTANT by the 30th day of the month following the date of the invoice shall be overdue. A service charge of one and one-half (1½) percent per month shall be added to all overdue amounts. OWNER agrees to pay CONSULTANT's cost of collection of all amounts due and unpaid including court costs and reasonable attorney fees. CONSULTANT shall not be bound by any provision wherein CONSULTANT waives any rights to a mechanic's lien, or any provision implying payment to CONSULTANT is contingent upon payment to OWNER by a third party. A failure by OWNER to pay CONSULTANT on a timely basis shall entitle CONSULTANT at its election, to stop work on the Project until such time as payment has been made, or upon seven days' notice and OWNER's failure to pay all amounts then due, to terminate this Contract. Such suspension or termination shall be deemed for cause.

6. Personnel. The CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract and that such personnel will be qualified to perform such services.
7. Subsurface Investigations. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test locations and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These unforeseen conditions are not the responsibility of the CONSULTANT, and CONSULTANT does not make any opinions or representations regarding, or assume any liability for, conditions outside the actual locations or areas tested, observed or explored.
8. CONSULTANT's Personnel at Construction Site. The periodic or occasional presence of CONSULTANT's personnel at the construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the CONSULTANT's own personnel.

The presence of CONSULTANT's personnel at a construction site is for the purpose of periodically checking the work for general conformity with the Contract Documents and the design concept as reflected in the Contract Documents. CONSULTANT is not required to and will not conduct construction testing or continuous inspections. CONSULTANT neither guarantees the performance



of the construction contractor nor assumes responsibility for construction contractor's failure to perform its work in accordance with the Contract Documents.

9. Responsibilities of the OWNER. It is agreed that the OWNER will have the following responsibilities under this Contract:
- a. Timely providing all information, data, reports, records, and maps to which the OWNER has access and which are needed by the CONSULTANT for the performance of the services provided for herein.
  - b. Providing assistance and cooperation for the CONSULTANT in obtaining any other needed material which the OWNER does not have in its possession.
  - c. Making available the services of the OWNER as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
  - d. Designating a single representative who will be authorized to make necessary decisions required on behalf of the OWNER and will serve to provide the necessary direction and coordination for the project.
  - e. Bearing all costs for permitting, reviewing, recording and advertising for the project, as well as any other cost not specifically included in Attachment A or B as a cost to be borne by the CONSULTANT.
  - f. Providing legal right of access to all affected private property for CONSULTANT to perform all necessary surveying, engineering and site visits.

All such OWNER responsibilities shall be conducted in a timely manner and without undue delay so as not to delay the CONSULTANT in the performance of its services. The CONSULTANT shall coordinate its services with those services provided by the OWNER and the OWNER's consultants. The CONSULTANT shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness and timeliness of services and information furnished by the OWNER and the OWNER's consultants. The CONSULTANT shall provide prompt written notice to the OWNER if the CONSULTANT becomes aware of any error, omission or inconsistency in such services or information.

10. Opinion of Probable Construction Costs. CONSULTANT's opinion of probable construction costs, if rendered as a service under this Contract, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. CONSULTANT cannot and does not guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the project may affect estimates. OWNER waives and releases CONSULTANT from any loss, liability or claim arising out of or in any way related to CONSULTANT's opinion of probable construction costs.
11. Ownership and Use of Work Products. Upon payment in full of all sums due to CONSULTANT, the OWNER shall own title to the latest versions of all reports, drawings and specifications, and other

materials specifically required to be delivered under the terms of the Contract, including any and all intellectual property rights therein (collectively the “Deliverables”). The OWNER may use, transfer, copy and distribute the Deliverables without restriction or limitation, except as set forth herein.

- a. Retention of Rights by CONSULTANT. This conveyance shall not deprive the CONSULTANT of the right to retain electronic data or other reproducible copies of the Deliverables or the right to re-use details, forms, arrangements and compositions that are stock, standard or commonplace in the normal course of the CONSULTANT’S professional activities, including without limitation, other projects in which CONSULTANT is involved.
- b. Modification or Reuse Risk. Any modification or reuse of the Deliverables by the OWNER without the involvement of the CONSULTANT shall be at the sole risk of the OWNER, and OWNER releases CONSULTANT from any claims or causes of action related to any re-use of the Deliverables without the involvement of CONSULTANT. Before any re-use of the Deliverables by OWNER, OWNER shall remove CONSULTANT’S name from any title block and any seal, logo or other indications referring or relating to the CONSULTANT from the Deliverables. OWNER shall defend, indemnify and hold harmless the CONSULTANT, CONSULTANT’S subcontractors, agents, employees, officers, directors, owners and successors, or any of them from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of changes made in the Deliverables by anyone other than the CONSULTANT, or resulting from any re-use of the Deliverables without CONSULTANT’S involvement. This indemnification shall survive termination of this Contract. OWNER shall not make or allow any use of the Deliverables which is in violation of any statute, rule, regulation or code or which is in any way contrary to any law, regulation or licensing provision.
- c. No Sale. Under no circumstances shall the transfer of ownership of the Deliverables be deemed to be a sale by the CONSULTANT, and the CONSULTANT makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

12. Use of Electronic Media. Copies of documents that may be relied upon by OWNER are limited to (i) the printed copies (also known as hard copies) that are manually, signed or sealed by CONSULTANT; and (ii) electronic copies that bear CONSULTANT’S digital signature and seal. “Digital signature and seal” means a PKI-based method of associating a signer with a document in a recorded transaction (e.g., DocuSign DSA). Unsigned or unsealed documents, in any format, or other types of information furnished by CONSULTANT to OWNER such as text, data or graphics, are only for convenience of OWNER. Any conclusion or information obtained or derived from such unsigned and non-sealed electronic files will be at the user’s sole risk. When transferring documents in electronic formats, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CONSULTANT at the beginning of this project.

13. Changes. The OWNER or the CONSULTANT may, from time to time, request modifications or changes in the Scope of Services. Such changes, including any increase or decrease in the amount of

the CONSULTANT's compensation or time of performance, which are mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated in written amendments (Attachment C), and compensated as additional services as set forth in Attachment B.

14. Termination of Contract. This Contract may be terminated by either the OWNER or the CONSULTANT, with or without cause, upon 7 calendar days written notice. In the event of termination, the CONSULTANT shall be entitled to its fees and reimbursable expenses incurred prior to termination. In the event of a termination by OWNER for any reason or by CONSULTANT without cause, copies of all Deliverables shall, at the option of the OWNER, be made available to OWNER, provided CONSULTANT is paid in full for all services provided and expenses incurred through the date of termination and otherwise as provided for in Paragraph 11. If termination is by CONSULTANT for non-payment, no rights for ownership or continued use of the Deliverables shall inure to OWNER unless and until CONSULTANT is paid all amounts due.
15. Assignability. This Contract shall not be assigned or transferred by either the CONSULTANT or the OWNER without the prior written consent of the other. Notwithstanding the foregoing, however, the CONSULTANT shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company, or other financial institution any claims for compensation due, or to become due, without such prior written consent.
16. Insurance. CONSULTANT shall provide and maintain at a minimum the following coverage and limits during the life of the Contract:
  - a. Statutory Workers Compensation Insurance, a minimum of \$500,000 or greater amount if required by the state(s) in which the work is to be performed.
  - b. Commercial General Liability Insurance, including coverage for premises and operations, products and completed operations, independent contractors, and contractual liability. Such insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
  - c. Automobile Liability Insurance for all owned, hired and non-owned automobiles in the minimum amount of \$1,000,000 per occurrence.
  - d. Professional Liability Insurance of \$1,000,000 per claim and annual aggregate.
17. Indemnification. CONSULTANT and OWNER each agree to indemnify and hold the other harmless, and their respective officers, directors, employees, agents, owners and successors, from and against liability to third parties for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the negligent or willful acts or omissions of the indemnifying party or its employees, agents, officers, directors, owners or successors. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CONSULTANT and OWNER, they shall be borne by each party in proportion to its negligence. This indemnification shall survive termination of this Contract.

18. Liability and Standard of Care. CONSULTANT shall perform services for OWNER using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar locale as the Project, on projects of a similar scope and nature. CONSULTANT's liability to OWNER for any damages arising in any way out of performance or breach of this Contract or breach of CONSULTANT's standard of care, is limited to the net proceeds recoverable under CONSULTANT's Professional Liability Insurance policy identified in paragraph 16d, "net proceeds recoverable" being defined as the proceeds payable under the policy after deductions for expenses, attorney's fees or other claims paid under such policy. In no event shall either OWNER or CONSULTANT be entitled to consequential damages.

OWNER acknowledges that the CONSULTANT is a Corporation and agrees that any claim made by the OWNER arising out of any act or omission of any director, officer or employee of the CONSULTANT in the execution or performance of this Contract shall be made against the CONSULTANT and not against such director, officer, or employee and OWNER waives any claim against all of CONSULTANT's directors, shareholders, officers and employees.

19. Dispute Resolution. If a dispute greater than \$10,000 arises out of or relates to this Contract, or the breach thereof, and if this dispute cannot be settled through negotiation, the parties agree first, prior to litigation or any other form of dispute resolution, to try in good faith to settle the dispute by mediation. The parties shall first attempt to select a mutually acceptable mediator, and if the parties agree upon a mediator, the mediation shall be conducted in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, then in effect, or as the parties may otherwise agree. If the parties cannot agree upon a mediator, the selection of a mediator and the mediation process shall be conducted by the American Arbitration Association under its then current Construction Industry Arbitration Rules and Mediation Procedures. The venue for the mediation shall be in Charlotte, North Carolina, unless the parties otherwise agree.

20. Miscellaneous Provisions. The following miscellaneous provisions shall apply:

- a. This Contract shall be binding upon the successors and assigns of the parties.
- b. Interpretation and enforcement of this Contract shall be pursuant to the law of the State of North Carolina. Venue for any litigation under or related to this Contract shall be in the courts of Mecklenburg County, North Carolina.
- c. This Contract constitutes the entire contract between the parties, and it shall be modified or amended only in a writing signed by both parties.

IN WITNESS WHEREOF, the CONSULTANT and the OWNER have executed this Contract as of the date written below.

OWNER:

**CITY OF LENOIR, NORTH CAROLINA**

By: \_\_\_\_\_

Name: Jonathan Hogan

Title: Public Works Operations Manager

Date: \_\_\_\_\_

CONSULTANT:

**W.K. DICKSON & CO., INC.**

By: \_\_\_\_\_

Name: Scott Sigmon, PE

Vice President & Raleigh Regional  
Title: Manager

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Finance Officer

Date: \_\_\_\_\_

**Address for giving notices:**

Post Office Box 958

Lenoir, NC 28645

**Address for giving notices:**

720 Corporate Center Drive

Raleigh, NC 27607

**Designated Representative:**

Name: Jonathan Hogan

Title: Public Works Operations Manager

Phone: (828) 757-2183

E-mail: jon.hogan@ci.lenoir.nc.us

**Designated Representative:**

Name: Marc T. Horstman, PE, PH, D.WRE

Title: Senior Project Manager

Phone: (919) 256-5642

E-mail: mhorstman@wkdickson.com



## ATTACHMENT A

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## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

The CONSULTANT shall perform all services in accordance with the latest editions of the:

- NCDOT Standard Specifications for Roads and Structures
- NCDEQ Erosion and Sediment Control Planning and Design Manual
- Other applicable OWNER, State or Federal standards

### **Project Description:**

The Fire Department Infrastructure Repair project is located primarily within the City of Lenoir Fire Department Headquarters property and the Ridge Street NW right-of-way in Lenoir, NC. It is bounded by West Avenue NW to the north, Harpers Avenue to the south, H. Lewis Price Street to the west, and Ridge Street NW to the east.

The existing storm drainage system consists of varying-sized pipes with a main storm drain trunk system composed of 42-inch diameter corrugated metal pipes (CMP). The main trunk system is deep, ranging from 20 feet to 28 feet between rim and invert elevations. The lateral pipe systems range in size from 12-inch CMP to 24-inch CMP. The existing trunk system has shown signs of severe deterioration, scour, and deformation. The storm pipe adjacent to the fire department facility was found to have collapsed; causing a sink hole to form in a greenspace between the building and Ridge Street NW.

The project will evaluate and replace approximately 420 linear feet of 42-inch corrugated metal pipe (CMP). Over the last several years, a sinkhole has appeared in the greenspace between the fire department and Ridge Street NW above the 42-inch CMP pipe system. In October 2021, the City of Lenoir Public Works Department hired a consultant to inspect the 42-inch CMP pipe. It was determined that the CMP storm drain system from West Avenue NW to Ridge Street NW is in a state of failure. The bottom of the CMP drainage system is corroded and/or eroded away, and there are signs of severe erosion in the surrounding soil. The pipe section adjacent to the fire department has buckled and there is an approximately 6" separation at the top of the 42" CMP. Stormwater can be observed leaving the pipe at several locations along the alignment.

Primary Project Objectives include:

- Designing a replacement of the existing storm drainage system; and,
- Provide a foundation protection design for the fire department building to protect it during and after construction.

In a previous study performed by Catawba Valley Engineering & Testing, P.C. and WK Dickson & Co., Inc. in March 2023, it was determined that the existing drainage system had less than a 1-year storm event level of service. The OWNER desires that the existing level of service be retained in the proposed design as any significant increase in pipe capacity would increase stormwater flows downstream in the already undersized and aged drainage system.

The storm drainage system will be fully replaced with RCP pipe. The stormwater drainage system may be re-aligned based on cost, construction, and maintenance considerations.

#### OWNER PROVIDED ITEMS

The following information will be provided by the OWNER:

- All available Owner-maintained GIS utility layers for the project area;
- The OWNER's standard notes and details;

#### CONSULTANT provided services

The following services shall be provided by the CONSULTANT:

### **1. Grant/Funding Approach Plan**

#### **1.1 NC Golden LEAF Foundation**

The CONSULTANT shall prepare, on behalf of the OWNER, a Golden LEAF Flood Mitigation and Recovery Program Application for the project with elements including design and construction costs. It is assumed that this standard Golden LEAF application form will be utilized for this effort. It is also assumed that if any flood damages are documented or evaluated outside of the proposed project survey area, then the LiDAR elevations will be used.

It is assumed that the OWNER will submit final application through Golden LEAF online portal and provide any OWNER-specific data as required in support of the application.

#### **1.2 NCDPS Non-Specific Funding**

The CONSULTANT shall coordinate one (1) meeting with North Carolina Department of Public Safety (NCDPS) grant staff to determine if there may be other non-traditional sources of funding that could

be accessed for this project. It is assumed that this meeting will be virtual. Any additional funding tasks, applications, or meetings will be considered additional services.

## **2. Project Administration**

The following project management efforts are specific to the design phase of the contract only, and will be conducted in coordination with the CONSULTANT:

### **2.1 Project Billing Administration**

The CONSULTANT shall oversee the project team relative to ensuring budget, schedule, and conformance to the project scope on a day-to-day basis up to **six (6) months** from approval of this contract. The CONSULTANT shall also provide a minimum of two project contacts for the OWNER so that at any time someone familiar with the project can be available to the OWNER if questions, comments, concerns, or other project needs arise.

The CONSULTANT shall maintain a project cost accounting system throughout the life of the project and will maintain a project filing system throughout the life of the project to use for storage and retrieval of project documents. This task also includes updates to the project schedule (formally) if during the life of the project a substantial deviation in the schedule occurs for any reason. All other minor schedule updates will occur in the monthly project reporting.

All project final deliverables will be certified (signed, sealed, and dated) by a professional engineer and/or surveyor registered in the state of North Carolina. Engineer will participate in project closeout and ensure it is completed on a timely basis.

Project Management is anticipated to occur on an ongoing basis throughout the entire project for up to **six (6) months** from Notice to Proceed. If the schedule is substantially extended, additional monthly management fees shall be renegotiated.

### **2.2 Monthly Status Meetings**

Monthly status meetings shall be held between the OWNER and the CONSULTANT during the Project. Items discussed during the monthly status meetings include, but are not limited to, progress reports, invoices, technical/policy interpretations, anticipated project goals/challenges, etc. The meetings may also be used to present, discuss, and/or review work-in-progress as required by the Project Manager. The CONSULTANT shall schedule the meetings and reserves the right to cancel or call for additional meetings as deemed necessary. It is assumed that **six (6)** meetings will occur virtually, and be attended by up to two (2) project team members from the CONSULTANT.



The CONSULTANT shall prepare and submit minutes of these meetings to the Project Manager within ten (10) calendar days.

### **2.3 Monthly Status Reports**

Monthly progress reports are due at the end of each month and shall accompany each invoice. It is assumed that six (6) status reports will be produced for this phase. The CONSULTANT shall prepare monthly status reports and deliver the reports to the OWNER a minimum of three (3) business days prior to the monthly status meeting or by the last working day of the month, if a meeting is not held. The status report shall summarize work completed, percent of work complete to date compared to the CONSULTANT's current estimate of total work required, the work scheduled to be completed for the upcoming month and identify any outstanding issues or decisions that must be resolved by OWNER staff or the project team. At the request of the OWNER, the CONSULTANT shall make all plans and project work available for review and examination by OWNER staff.

## **3. Field & Subsurface Survey**

The CONSULTANT has already acquired a topographic survey for the project area as part of the Lenoir Fire Station #1 Sinkhole Repair Concepts Report, dated March 1, 2023, conceptual design effort. This survey was intended for use in the conceptual report, and does not contain all the information necessary for design documents. Supplemental topographic survey will be required for the approximately 2 acres of the project area generally between West Avenue NW and Harpers Avenue as shown in the attached Figure 1. The field survey will be used for the proposed design plans, as well as for updating the existing Hydrologic & Hydraulic (H&H) Model of the existing storm drain system within the project area to the east side of the Ridge Street NW right-of-way. Horizontal surveys shall be tied to the North Carolina State Plane Coordinate System North American Datum 1983 (2011) and vertical surveys shall be based on the North American Vertical Geodetic Datum of 1988 (Tied via geoid18). The survey shall comply with the standards of a Class A survey as detailed in the Standards of Practice for Land Surveying in North Carolina, Amended August 1, 2000, or latest revision.

### **3.1 Detailed Location and Design Survey**

The CONSULTANT shall be responsible for identifying field survey data necessary to complete the Design Phase of the Project. The detailed survey shall include sufficient data within the agreed limits as described above and labeled to:

- Update the H&H model for the existing system;
- Coordinate public and private above and below ground utilities;
- Produce base mapping for final design plans;
- Produce encroachment exhibits, easement exhibits/plan and plats; and

- Produce a digital topographic map with contours at a minimum of 1' intervals.

At a minimum, the survey shall include the following:

- Buildings
- curbs, sidewalks, roadways, and driveways
- retaining walls,
- fences, and gates,
- designated or observed underground utilities and utility hardware within the subject area
- Visible and accessible utilities and/or utility structures within the survey limits as described above will be surveyed and shown on the plan to include rim, grate and invert elevations, and pipe sizes entering and/or exiting the structures. For the purposes of this contract, accessible utilities shall be defined as those utilities that are visible to the naked eye at ground level and are safely accessible by foot by CONSULTANT field survey personnel without the need for additional safety measures and/or assistance with making pipes visible, open and clear for inspection and measuring.

Included in this phase of service are the following tasks:

- Establish on-site survey control
- Field traverse, topographic data collection.
- Field measure inverts of accessible gravity structures
- Field measure inverts of accessible gravity structures to confirm structures highlighted in Concept Design 2 – Additional Survey Scope” – See attached Map at the end of the document.
- Field survey data reduction and computation.
- Preparation of topographic survey map in AutoCAD Civil 3D format.

The CONSULTANT shall submit draft electronic copy survey drawings to the OWNER for review and comment. The CONSULTANT shall address OWNER comments and provide the final survey data to the OWNER in an electronic format. The electronic form shall be compatible with AutoCAD Civil 3D and shall include the digital drawing files, and topographic 1' elevation contours.

A NC Professional Land Surveyor shall seal the reproducible copy and certify that it is a Class A survey. The drawing shall include surveyed information, including control points. Information shall be distinguished by an adequate number of layers in accordance with the Surveyor's standard layers and symbols.

***Task 3.1 Deliverables (Digital Submittal):***

- ***Final Sealed Topographic Survey***

### 3.2 Subsurface Utility Designation and Location Services

The following professional Utility Investigation and Mapping Services will be completed in support of the above-named project and in accordance with the project limits as indicated on Figure 1. The CONSULTANT shall conduct comprehensive utility records research and collect applicable utility owner records to assist in identifying utility owners that may have facilities on or be affected by the project. Includes interfacing with utility owners/operators to ascertain the availability and completeness of record documents and to obtain verbal or historical information on existing subsurface facilities and operational status. The CONSULTANT will provide information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

#### Utility Records Research

- Initiate a design ticket through One Call / 811 to ascertain contact information for identified facility owners. Research and request applicable utility owner records for assistance in identifying utility owners that may have facilities on, within, or potentially affected by the project.
- The CONSULTANT will attempt to contact utility providers identified through collected utility easement information, One-Call systems, and via vehicle reconnaissance and inventory of utility marker posts along adjacent roadways. We will attempt to ascertain the size and composition of the existing pipelines through coordination with owners/representatives.

#### Buried Utility Mapping (Horizontal Mapping of Utilities)

- Designating the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques including, electromagnetic, sonic and acoustical techniques. The CONSULTANT will provide the following designating services to aid the Client:
  - Designating is to indicate, by marking with paint, the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques including, electromagnetic, sonic and acoustical.

Included in this phase of service are the following tasks:

- Provide equipment, personnel and supplies required for performing designating services. The CONSULTANT shall determine which equipment, personnel and supplies are required to perform these services.

- Designate the existing underground utility facilities within the identified area as described in the Exhibits below utilizing the American Public Works Association Uniform Color Chart. Conduct appropriate investigation of site conditions.
- Investigate to confirm the size of the water line services the Lenoir Fire Department.
- Mark the utilities on the ground with spray paint to be surveyed by the CONSULTANT.

***Task 3.2 Deliverable (Digital Submittal):***

- *Utility Investigation and Mapping Services will be shown on Task 3.1 deliverable.*

### **3.3 Subsurface Utility Location (Test Holes)**

CONSULTANT will perform Utility Pothole Services using vacuum excavation to expose existing subsurface utilities and determine the horizontal and vertical position of exposed utilities at the specific vacuum excavation location. Generally, vacuum excavation is conducted with air or water and is considered non-destructive to existing utilities. Utility potholes will be performed at specific points within the project where vertical utility information is requested or required to determine the extent of conflict or clearance with or from a proposed installation.

The CONSULTANT will provide equipment, personnel and supplies required to perform locating services. The CONSULTANT shall determine which equipment, personnel and supplies are required to perform such services.

Subsurface Utility Location (Test Holes) to be measured in such a manner that ensures the safety of the excavation and the integrity of the utility to be measured. In performing such excavations, the CONSULTANT shall comply with applicable utility damage prevention laws. Excavations will be performed using specially developed vacuum excavation equipment that is non-destructive to existing facilities. If contaminated soils are discovered during the excavation process, the CONSULTANT will so notify the Client. This task includes:

- Expose and identify the horizontal and vertical position of existing facilities. Positive identification includes the determination or confirmation of facility type, size, depth and material composition.
- Backfill around the exposed facility using the excavated materials compacted in six-inch lifts.
- In grass and landscape areas, restoration shall be as reasonably possible to the condition that existed prior to excavation.
- In pavement areas, restoration shall be with asphaltic cold mix or other pre-approved methods as required. It is anticipated there will be vacuum excavation in paved areas required for potholes on this project.

- In areas inaccessible by excavation truck or other equipment, electronic depths may be provided on designated utilities in lieu of potholes.
- Potholes #1 and #2 are to be performed on the existing water line. If waterline falls within the curb line electronic depths, depths by GPR may be performed. Maintenance of Traffic is included for potholes #1 and #2.
- Pothole #3 to be performed on an existing 42" CMP.
- Pothole #4 to be performed on an existing sewer line at the point of crossing with the proposed stormwater alignment.
- Pothole #5 to be performed on an existing storm line at the point of crossing with the proposed stormwater alignment. Traffic maintenance is included for pothole #5.

***Task 3.3 Deliverable (Digital Submittal):***

- ***Subsurface Utility Location (Test Holes) will be shown on Task 3.1 deliverable.***

### **3.4 Property and Storm Drainage Easement Acquisition Assistance**

The CONSULTANT shall Prepare appropriate documents and provide required information to support the Real Estate Acquisition Phase. Plats and/or exhibits need to be submitted and approved prior to the Final Design Submittal.

The OWNER will perform all easement acquisitions.

The plat will be prepared in accordance with the North Carolina General standards set forth in the laws of the state of North Carolina Statutory Reference GS 89C and more specifically, the administrative rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors contained in 21 NCAC 56.1600

Included in this phase of service are the following tasks:

- Preparation of one (1) easement plat

The CONSULTANT shall provide draft plats in electronic form (PDF) for review by the OWNER. After review by the OWNER during the draft design submittal, the CONSULTANT shall finalize all plats. The CONSULTANT shall provide up to two (2) hard copies signed and sealed by a North Carolina Professional Land Surveyor and an electronic drawing in AutoCAD Civil 3D format using the CONSULTANTS design mapping standards.

***Task 3.4 Deliverables (Digital Submittal):***

- ***Real Estate Plat and Exhibit (1 Property)***

### **3.5 Field & Subsurface Survey Project Administration**

Prior to acceptance and use of the survey, the CONSULTANT shall perform a field review of the survey to verify that it is complete, accurate, and meets the requirements of the project scope. CONSULTANT will assure the quality of the product.

## **4. Geotechnical and Environmental Evaluation**

### **4.1 Foundation Support Design**

The CONSULTANT will perform up to two (2) cone penetrometer test (CPT) soundings to depths sufficient to provide foundation support recommendations. We estimate a total of approximately 120 linear feet. The borings will be marked in the field by the CONSULTANT. The location of the borings and elevations of the borings will be collected by the CONSULTANT. The borings will be advanced by a Geoprobe ATV-mounted drill rig anchored to the ground surface.

All soundings will penetrate any existing fill soils and will extend to competent residual soil. The OWNER will be contacted should boring depths need to be increased. The CONSULTANT will contact North Carolina One Call to mark the location of existing utilities on the subject property, in addition to the subsurface utility data previously collected by others for the Lenoir Fire Station #1 Sinkhole Repair Concepts Report, dated March 1, 2023.

The CONSULTANT will perform continuous CPT soundings in general accordance with ASTM D5778 with a cone tip area of  $10\text{cm}^2$  and a sleeve area of  $150\text{cm}^2$ .

#### *4.1.1 Foundation Support Design*

The CONSULTANT will prepare construction drawing sheets and applicable performance specifications for relevant portions of the design. While the design is unknown at this stage, the following drawing sheets are anticipated:

- Drawing notes including general notes, design criteria, construction materials, suggested construction sequence;
- Plan view depicting extents of repair design;
- Up to two design sections; and
- Foundation support details.

The CONSULTANT will provide design sheets for to two design submittal phases (Draft 60% submittal and Final 100% submittal). A registered Professional Engineer in the State of North Carolina



will seal the final design submittal. Electronic (PDF) copies of the design deliverables will be submitted, unless otherwise requested.

Note that we intend to collect supplemental geotechnical information near the sinkhole and building foundation to receive remediation treatment. We understand the sinkhole footprint has increased in size since completing the previous geotechnical field investigation in August 2022. The CONSULTANT will perform up to two (2) dilatometer test (DMT) soundings and one (1) cone penetration test (CPT) sounding to depths sufficient to provide foundation support recommendations. The anticipated total depth is approximately 180 linear feet (approximately 60 feet depth for each sounding). The CONSULTANT will advance the soundings with a Geoprobe ATV-mounted drill rig anchored to the ground surface. The CONSULTANT will mark and note the general location of these supplemental soundings in relation to existing site features.

The CONSULTANT will contact North Carolina One Call to mark the location of existing utilities on the subject property, in addition to the subsurface utility data previously collected by others for the Lenoir Fire Station #1 Sinkhole Repair Concepts Report, dated March 1, 2023.

#### Assumptions:

In addition to the scope of services, it is assumed:

- The OWNER shall grant prompt entry into the site for purpose of reviewing the existing site conditions and attending on-site meetings;
- The OWNER will ensure that the work area will be clear of all objects and vehicles that would hinder the work and that any obstructions will be moved between the hours of 7am and 5pm;
- The OWNER will gain and/or allow access for any work to be performed. It is assumed that the work crews will have access to the site from 7am to 5pm during working days;
- The OWNER will provide any pertinent information in their possession;
- Standard Level D PPE will be required and no additional specific safety items will be required for the project site; and
- Delivery of final design deliverable concludes the authorized scope.

#### ***Task 4.1 Deliverable (Digital Submittal):***

- ***Draft Design Plans (60%) Submittal***
- ***Final Design Plans (100% - Released for Bid) Submittal***

## **4.2 Geotechnical and Environmental Evaluation Project Administration**

The CONSULTANT shall perform a review of the foundation support design to verify that it is complete, accurate, and meets the requirements of the project scope. CONSULTANT will manage this phase and coordinate efforts in a manner to be responsive to the needs and schedule of the OWNER and the CONSULTANT and assure the quality of the product.

## **5. Civil Engineering**

### **5.1 Existing Conditions H&H Evaluation**

The CONSULTANT will update the 1-D Existing Conditions Hydrologic and Hydraulic (H&H) Hydraflow Storm Sewers model, produced for the Lenoir Fire Station #1 Sinkhole Repair Concepts Report, dated March 1, 2023, with revised survey information as identified in the attached Figure 1. This 1-D model will include any significant hydraulic obstructions that have been identified during the survey effort. The model updates may include revisions to pipe inverts, grate /rim elevations, pipe sizes, pipe slopes, and drainage system alignment. The CONSULTANT will not model private drainage systems unless critical to the accuracy of the upstream or downstream public drainage system.

The Existing Conditions Hydraflow Storm Sewers model will include the following:

- Drainage areas outside the project limits, but within the watershed will be modeled to connect to the storm drain system at or near the upstream survey limits boundary at the nearest storm drain inlet.
- Publicly owned pipes (greater than 12" in diameter), culverts and channels within the current alignment, as shown on the survey data outlined in the Figure 1.
- Starting conditions for the model of normal depth.
- Produce model results for the 1-, 2- and 10-year Storm Events utilizing NOAA precipitation depths.
- Standard NRCS methods (RCN values, time of concentration) to calculate the infiltration losses for the watershed.
- Existing zoning/build-out land use for the watershed will be input in the model.

### **5.2 Proposed Conditions H&H Evaluation**

The CONSULTANT will produce one design alternative for the 1-D Proposed Conditions Hydrologic and Hydraulic (H&H) Hydraflow Storm Sewer model to account for the following changes to the Existing Conditions model:

- Evaluate one (1) proposed alternative to replace the storm drainage system based on cost, construction, and maintenance considerations as identified in the attached Figure 2. The OWNER has selected Option #2 Alternative 1 from the Lenoir Fire Station #1 Sinkhole Repair Concepts Report, dated March 1, 2023, as their preferred proposed design. The alternative will be evaluated in the 1-, 2-, and 10-year storm events, and proposed improvements will be designed to maintain the existing LOS.
- Additional alternatives will be considered as an additional service and shall only be performed at the direction of the City Project Manager.

### **5.3 Draft Design Submittal (60% Plans)**

Storm Drainage Improvements:

The expected length of the main 42-inch storm drain trunk line is approximately 420 linear feet with demolition of existing structures and piping to replace the existing storm drain system. The improvements shall be identified on 1/2 plan and 1/2 profile sheets at a scale of 1"=20' horizontal and 1"=4' vertical, and cross-sections sheets at a scale of 1" = 5', or as directed by the OWNER.

The following items will be included in the draft design submittal at a 60% design level:

- Cover Sheet listing the project name, OWNER project number, vicinity map, project features, public improvement quantities, scale, legend, sheet layout, index of sheets, specification reference; and approvals;
- General Notes sheet including general notes for physical features, materials, etc.; abbreviations; standards; any standard notes provided by the OWNER; etc.;
- Plan and Profile sheets with the location (plan and profile) of proposed storm drainage features (channels, pipes, structures, manholes, drop inlets, energy dissipaters, etc.). Proposed storm drainage alignments shall include an independent profile. The plan and profile sheets must be at an appropriate level of completeness to accurately identify at a minimum:
  - Proposed stormwater alignments;
  - Profiles stormwater profile with cover and conflicts shown;
  - Potential utility conflicts;
  - Constructability concerns and limitations;
  - Potential water and sewer relocations required;
  - Potential private utility conflicts (i.e. large fiber optic duct banks);

- Potential key stake holders;
  - Any proposed items that may exceed the typical cost expectations; and
  - Address and resolve critical impacts to utilities, traffic, erosion control, permitting, private property, methods of construction, project special provisions, and associated costs.
  - Any other concerns which may affect the remainder of planning and construction (wetlands, stream impacts, graveyards, railroads etc.).
- Existing and proposed improvements identified and labeled on the plans shall include length, size, inverts, rims, structure dimensions, and type of material, slope, and detail number along with the method of construction, either brick / block, precast concrete, or cast-in-place concrete. Storm drainage structure design shall conform to current NCDOT Specifications.
  - For culverts or bridges, the culvert opening size or span arrangement for the site, along with overall plan and elevation views and typical section(s).
  - Existing and proposed conditions including construction work areas, roadways, structures, public and private utilities, vegetation, fences, etc. in addition to existing features that may be impacted by construction (fences, trees, sheds, etc.) and the party responsible for removal and/or re-establishment.
  - Identification of proposed removal, replacements, or installations for existing and proposed features that will be affected by the construction of proposed improvements such as curb and gutter, sidewalk, fence, driveway, asphalt replacement, vegetation, sheds, etc. Labels must be included indicating the responsible party for removal and/or re-establishment that include length, size, material, and detail number (if applicable).
  - Updated property OWNER information per the best available data to include the existing deed title lines, existing and proposed right-of-way lines, proposed property lines, existing and proposed easements, and proposed temporary construction easements. Fee simple, right-of-way and/or easements shall be sufficient to encompass improvements, including landscaping. For each property, the OWNER tax code designation, the deed book and page number, parcel number, and street address as well as names of property OWNERS shall be shown.
  - Traffic control and/or construction phasing plans that include a phasing sequence listing work in each phase, traffic control diagrams and details of each phase, and any special considerations, such as time limitations, hour of day limitations, or intermediate completion times/liquidated damages to construct the proposed improvements. The design must also address and include traffic control devices, signs, restrictions, and pavement markings required during construction of the recommended improvements. These plans will adhere to the following:
    - Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD), current as of the date Final Traffic Control plans are begun as prepared by the National Advisory Committee on Uniform Traffic Control Devices, including subsequent revisions;

- The current edition of the “North Carolina Supplement to the MUTCD, Part VI; NCDOT;
- “The State Policy and Procedure for Traffic Control Through Construction Work Zones”; and
- The current edition of the “Highway Design Branch Roadway Design Standards”, with subsequent revisions.
- Structural details designed, included in the design plan set, and sealed by a professional engineer are not envisioned, and therefore not included. Any structural design shall be considered additional services.
- Erosion & sediment control plans including measures that meet or exceed applicable regulatory requirements and prevent off-site sedimentation during construction of the Project. The design shall be in accordance with the requirements NCDEQ, NC Erosion and Sediment Control Planning and Design Manual, and applicable regulations.
  - The proposed limits of disturbance are anticipated to be under 1 acre, and it is assumed that an NCDEQ Erosion & Sediment Control Permit will not be required. Erosion & sediment control permit application efforts will be considered additional services.
- This task also includes the design of public utility relocations, and the development of construction plans and supporting documents. Public utility relocation design includes up to 100 LF of 8-inch sanitary sewer main and 250 LF of 6-inch water main. These relocations will be shown on Utility Plan and Profile sheets.

The draft submittal shall also include the following documents:

- Project Manual, including WK Dickson & Co., Inc. front-end documents, technical specifications, and project special provisions.
- Supporting calculations and documents.
- An Engineer’s Opinion of Probable Construction Cost (OPCC) will be provided at the 60% draft design submittal. The EOPCC will be made on the basis of Engineer’s experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by the CONSULTANT.
- The draft design (60%) submittal shall identify properties outside of the City owned property impacted by the construction of the project, as well as the limits of constructions, temporary construction easements, and permanent easements.

Construction Plans for Submittal:

The proposed storm drainage improvement construction plans and documents and shall include, but not limited to, the following:

- Cover and General Notes Sheets;
- Existing Conditions and Demolition Plan Sheet(s);
- Proposed Storm Drainage Plan and Profile Sheet(s);
- Proposed Utility Relocation Plan and Profile Sheet(s);
- Proposed Traffic Control and Project Phasing Plans;
- Proposed Erosion Control Plans; and
- Detail Sheet(s)

The task also includes one (1) review meeting with the OWNER to receive and discuss review comments.

***Task 5.3 Deliverables (Digital Submittal):***

- ***Draft Design (60%) - Construction Plan Set***
- ***Draft Design (60%) – Opinion of Probable Construction Cost (OPCC)***

**5.4 Final Design Submittal (100% Plans – Released for Bid)**

The CONSULTANT shall develop final design plans and specifications in sufficient form and detail for the OWNER to bid the construction contracts. The final design shall include the final version of items required in the Draft Final Design (60%) submittal.

***Task 5.4 Deliverables (Digital Submittal):***

- ***Final Design - Plan Set (Sealed - Released for Bid)***
- ***Final Design – Opinion of Probable Construction Cost (OPCC)***
- ***Preliminary Design (60%) Submittal – Owner Comment Response Document (if required)***

**5.5 Project Manual Preparation**

The CONSULTANT shall utilize the CONSULTANT's standard Front end documents and specifications. The CONSULTANT will provide the required technical specifications for this project. This contract and associated specifications will be provided to the OWNER for review during the 60% and 100% Submittals. The specifications and special provisions for the Project shall include any item associated with the proposed storm drainage improvements, utility relocations, traffic control, erosion control, and condition of agency approval that is not adequately described by the most current edition of NCDOT Standard Specifications for Roads and Structures or a City Standard Special Provision. The



specifications and project special provisions document shall be sealed by a registered Professional Engineer and submitted to the OWNER for review and approval.

***Task 5.5 Deliverables (Digital Submittal):***

- ***Draft Design (60%) Submittal - Project Manual***
- ***Final Design (100% - Released for Bid) Submittal – Project Manual***

## **5.6 Utility Coordination**

The Utility Coordination efforts shall at a minimum identify, address, and/or resolve known utility conflicts and required public utility easements associated with the construction of the recommended drainage improvements. The OWNER should be copied on critical correspondence or communications between the CONSULTANT and any agency or utility of the OWNER or representative. Utility relocation design and utility relocation construction plans are included and described further in Tasks 5.3 and 5.4.

### ***5.6.1 Public Utility Coordination***

The CONSULTANT shall coordinate with the OWNER when both existing and proposed utilities may be affected by the project. The recommended storm drainage improvements and public utility relocations shall be designed with the goal of minimizing conflicts with known utilities. The CONSULTANT is responsible for conducting utility coordination meetings and providing a reasonable response time to incorporate Utility Owner comments into final plans.

This task shall include up to one (1) in-person meeting and/or site walk to review any potential utility conflicts with utility owner.

## **6. Permitting**

### **6.1 Water & Sewer Permitting**

Permit applications and supporting documents will be prepared and submitted by the CONSULTANT for the following permits.

- North Carolina Department of Environmental Quality – Division of Water Resources – Fast-Track Sewer Permit. The Flow Tracking Acceptance Form to be included in the application will be completed by the OWNER.
- North Carolina Department of Environmental Quality – Public Water Supply Division – Authorization to Construct.

The OWNER is responsible for permit fees. The CONSULTANT cannot guarantee any regulatory approval or a timeframe in which that approval might be granted. The OWNER should be aware that significant delays can occur during regulatory review, and those delays may impact project schedule and scope of work. No such delays are currently anticipated, but should any materialize, the CONSULTANT will present to the OWNER the most feasible alternatives for addressing the matter causing the delay.

## **7. Phase 1 - Bid Phase Services**

The CONSULTANT will provide the following bid services for the project, including:

- Preparation of construction bidding documents, proposal bid forms, and bond forms;
- Reproduction of the plans and documents for bidding;
- Advertise the project;
- Maintenance of the bidder's log;
- Attending and conducting the pre-bid meeting;
- Attending and conducting up to two (2) bid openings (do not anticipate getting three bidders the first round);
- Issue up to two (2) addendums;
- Provide clarifications and information as requested by bidders;
- Tabulation of the bids received;
- Reviewing the bid packages for compliance with the contract requirements; and
- Recommendation of the contractor.

## **8. Construction Administration / Observation**

### **8.1 Project Management**

The CONSULTANT will administer the project in a manner so as to be responsive to the needs and schedule of the OWNER and assure the quality of the product. The following project management efforts will include but not be limited to the following items:

#### *8.1.1 Project Billing Administration*

The CONSULTANT shall oversee the project team relative to ensuring budget, schedule and conformance to the project scope on a day-to-day basis up to **nine (9) months** from City Council approval of the construction contract. The CONSULTANT shall also provide a minimum of three project contacts for the OWNER so that at any time someone familiar with the project can be available to the OWNER if questions, comments, concerns, or other project needs arise.

Also, the CONSULTANT shall maintain a project cost accounting system throughout the life of the project and will maintain a project filing system throughout the life of the project to use for storage and retrieval of project documents.

This task also includes updating the project schedule (formally) if during the life of the project a substantial deviation in the schedule occurs for any reason, where additional monthly management fees shall be renegotiated if the schedule is substantially extended. All other minor schedule updates will occur in the monthly project reporting.

All project final deliverables will be certified (signed, sealed and dated) by a professional engineer and/or surveyor registered in the state of North Carolina. Engineer will participate in project closeout and ensure it is completed on a timely basis.

Project Management is anticipated to occur on an ongoing basis throughout the entire project for up to **nine (9) months** from Notice to Proceed.

#### *8.1.2 Monthly Status Meetings*

The CONSULTANT shall meet with the OWNER's Project Team as appropriate throughout the life of the project via conference call or be available to answer project related questions on a regular basis via phone calls and email. It is assumed that the CONSULTANT will attend **two (2)** monthly progress meetings in Lenoir. It is assumed the rest of the monthly status meetings will be held virtually.

#### *8.1.3 Monthly Status Reports*

The CONSULTANT shall prepare and submit via email a monthly progress report to update the project schedule, list milestones achieved, provide current status of each major task, support and document schedule changes, update product costs and justify any proposed changes to the schedule or budgets. Monthly progress reports are due at the end of each month and shall approximately coincide with monthly project invoicing. It is assumed that **nine (9)** monthly status reports will be prepared.

### **8.2 Construction Administration**

#### *8.2.1 Pre-Construction Meetings*

The CONSULTANT shall conduct the Pre-Construction Meeting with the Contractor's representatives, utility company's representatives, the City's staff, and the CONSULTANT 's sub-consultants as necessary. The CONSULTANT shall provide assistance to the OWNER as needed during these meetings in interpreting the plans and specifications, answering the Contractor's

questions and attending a site walk with the Contractor. The CONSULTANT will provide Meeting documentation for project records.

#### *8.2.2 Monthly Construction Progress Meetings*

The CONSULTANT shall conduct monthly scheduled construction progress meetings with the Contractor's representatives, the City's staff, and the CONSULTANT's sub-consultants as necessary. Such meetings shall be maintained throughout the entire construction period and shall be for the primary purpose of assessing the progress of the work. The CONSULTANT will provide Meeting documentation for project records. It is assumed that there will be no more than **nine (9)** monthly construction progress meetings.

#### *8.2.3 Construction Oversight Visits*

The CONSULTANT shall conduct periodic Construction Oversight visits to ensure the Contractor's work is conforming to the Construction Contract Documents and will provide assistance in interpreting the plans and specifications. These site visits will occur more regularly during specialty item installation, including the foundation stabilization, Active Shoring and deep pipe installation. It is assumed that at least **one (1)** visit per month will occur outside of the regularly scheduled Construction Progress Meetings.

#### *8.2.4 Contractor Pay Application Review and Approval*

The CONSULTANT shall promptly review and approve or take other appropriate action upon the Contractor's submittals of their monthly payment application. During this review, the CONSULTANT shall verify that each requested payment item conforms with the design concept expressed in the Construction Contract Documents. The Engineer's action shall be taken with such reasonable promptness as to cause no delay in the work or in the Project schedule. It is assumed that there will be no more than **nine (9)** payment applications to evaluate.

#### *8.2.5 Shop Drawing Reviews*

The CONSULTANT shall promptly review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples for the purpose of: (1) compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (2) determining whether or not the work, when completed, will be in conformance with the design concept expressed in the Construction Contract Documents. The CONSULTANT's action shall be taken with such reasonable promptness as to cause no delay in the work or in the Project schedule. The CONSULTANT's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Engineer shall receive contractor submittals for compliance with contract

documents, review them, and properly distribute to contractor and OWNER. It is assumed that there will be no more than **twenty (20)** contractor submittals to evaluate.

#### *8.2.6 Respond to Contractor's Requests for Information*

The CONSULTANT shall promptly review and respond to the Contractor's Requests for Information (RFI) with such reasonable promptness as to cause no delay in the work or in the Project schedule. It is assumed that there will be no more than **eighteen (18)** RFIs to be evaluated.

#### *8.2.7 Negotiate, Review and Prepare Change Orders*

The CONSULTANT shall promptly review and respond to the Contractor's Requests for Change Orders with such reasonable promptness as to cause no delay in the work or in the Project schedule. The CONSULTANT will work with the Contractor and the OWNER to make sure each Change Order reflects the value of the additional work proposed and that the proposed quantities fall within conformance to the Construction Contract Documents. It is assumed that there will be no more than **two (2)** change orders that will be evaluated.

#### *8.2.8 Issue Bulletin Drawings*

The CONSULTANT shall, as needed, promptly create and issue any Bulletin Construction Drawings with such reasonable promptness as to cause no delay in the work or in the Project schedule. Bulletin Construction Drawings will be issued to address any field changes or design clarifications that might arise during construction. It is assumed that there will be no more than **two (2)** bulletin drawings will be issued.

#### *8.2.9 Conduct Final Inspection*

The CONSULTANT is responsible for scheduling and conducting a pre-final site visit to establish initial punch list items. The CONSULTANT shall conduct a final review of the Project with the City's Project Manager and appropriate Project Stakeholders to check conformance of the work with the requirements of the Construction Contract Documents. The OWNER shall issue the formal letter of acceptance and set the date for the beginning of the warranty phase.

#### *8.2.10 Record Drawings*

The CONSULTANT shall comply with the requirements in the "Issuance of Record Drawings" promulgated by the North Carolina Board of Examiners for Engineers and Surveyors. These requirements specify how to produce, collect, and maintain records regarding infrastructure improvement designs and changes made to such designs during the construction process.

### **a. Completion of Construction**

The CONSULTANT's Observer shall finalize the annotated final drawings by ensuring that annotations describing field changes have been added and that the additions are complete and clear. The annotations should include any sketches, narratives, dimensions or other information that may be helpful in describing the changes.

### **b. Compilation and Certification**

The CONSULTANT will review the annotated plan set to the "designer of record" to determine if there were obvious errors or changes to the intent of the design and for the purposes of creating "Record Drawings" for the Project. The "designer of record" is the Engineer who sealed the final design drawings, approving them for construction. The CONSULTANT shall use the annotated plan set to develop a set of "Record Drawings," generally within four (4) calendar weeks. The drawings may be edited by hand instead of editing the AutoCAD file.

If the Engineer did not personally observe or verify the changes, the Engineer shall indicate the source of the information for the changes and provide language disclaiming any personal field verification.

The Engineer shall sign and seal the "Record Drawings" in accordance with NC Board of Examiners for Engineers and Surveyors rules to ensure that the information is ready for release and has been reviewed by a professional engineer. The Engineer submits the signed and sealed "Record Drawings" to the City's Project Manager.

The CONSULTANT shall submit one (1) set of reproducible "Record Drawings" and the annotated drawings they are based upon to the City's Project Manager for review.

#### *8.2.11 One Year Warranty Inspection and Issue Warranty List*

The CONSULTANT shall conduct with appropriate City officials and Contractors' representatives, one Warranty-phase inspections for the Project, at eleven (11) months after the beginning of the guarantee period.

### **8.3 Resident Project Representative Management**

#### *8.3.1 Resident Project Representative*

Refer to Exhibit D for the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative.



## **9. Unspecified Additional Services**

Engineering services described in this Scope do not include certain categories of work, which are usually referred to as "Unspecified Additional Services". The CONSULTANT will provide Unspecified Additional Services only upon receipt of written authorization from the OWNER. To the extent possible, the CONSULTANT will notify the OWNER in advance if the need for Unspecified Additional Services is anticipated. Additional Unspecified Services include:

- Additional Hourly Services not listed above under "Scope of Services."
- Other professional services related to the Project, but not specifically described in this Scope of Services, which are identified and authorized in writing by the OWNER.

## **10. Reimbursables**

Reimbursables shall include costs for reproduction of plans (if required), specifications, exhibits, color exhibits, general correspondence, etc.; postage and courier fees; travel, meals, and lodging; and other miscellaneous expenses.

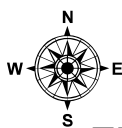
## **SCOPE EXCLUSIONS**

These following services are excluded from this scope and would be considered additional services:

- Easement acquisition services;
- Any permits not specifically described in this contract;
- Any NCDEQ Erosion & Sediment Control Permit;
- Any USACE/NCDEQ water quality permitting including 401/404/PCN CWA;
- Water/sewer conflict utility design services beyond those described in Task 5;
- Structural detail drawings;
- Presentations to the General Public;
- Presentations to City Council; and
- Traffic signal modifications.



0 50 100  
Feet  
1 inch = 100 feet

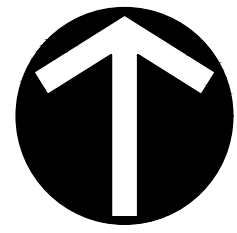


## Lenoir Fire Department Infrastructure Repair Project

**Figure 1: Proposed Survey Limits**

**WK  
DICKSON**  
community infrastructure consultants

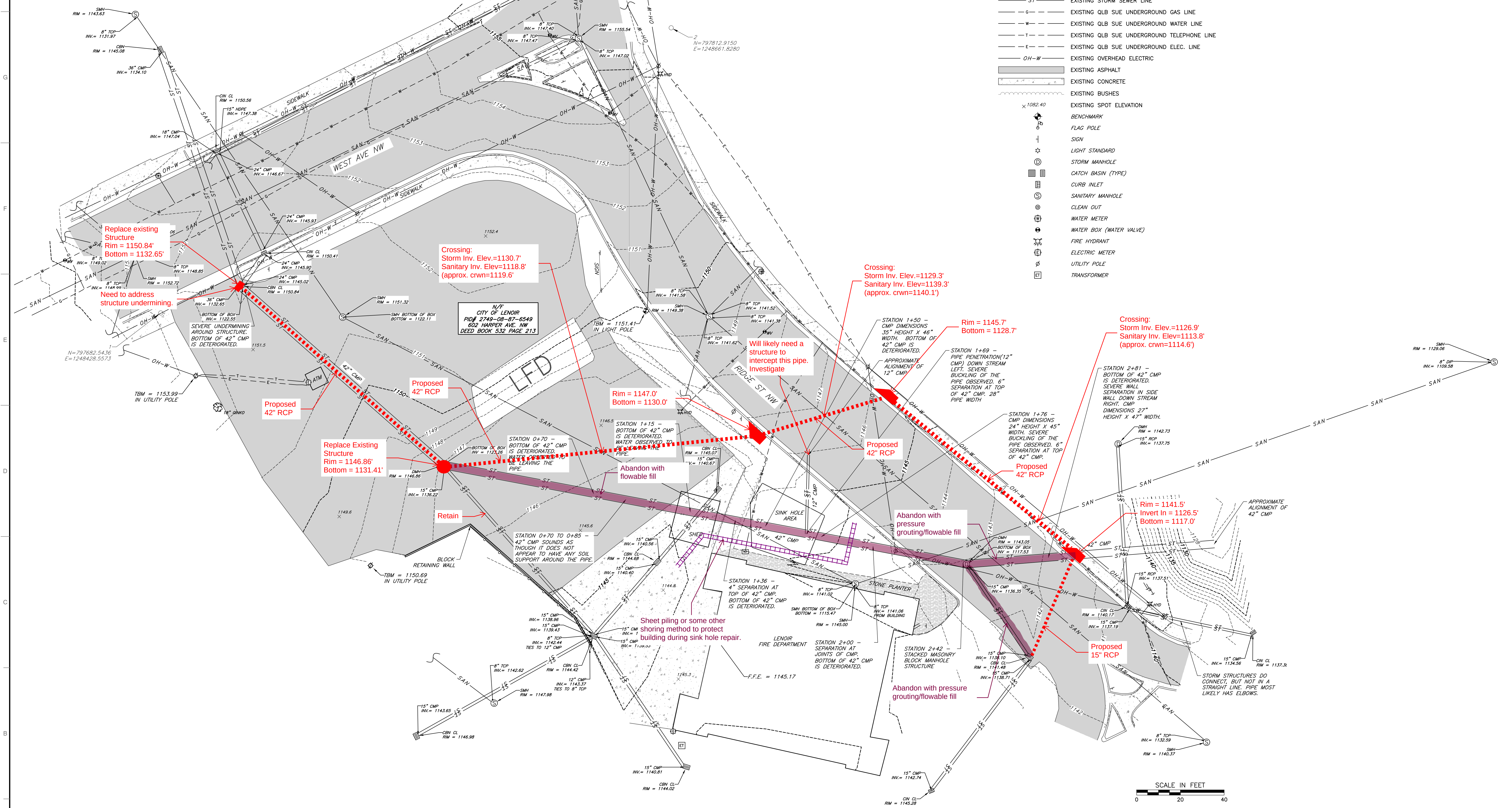




NSRS 2011 / NC GRID

EXISTING LEGEND:

- EXISTING INDEX CONTOUR
- EXISTING INTERMEDIATE CONTOUR
- EXISTING FENCE
- EXISTING DITCH FLOW LINE
- EXISTING SANITARY SEWER LINE
- EXISTING STORM SEWER LINE
- EXISTING QLB SUE UNDERGROUND GAS LINE
- EXISTING QLB SUE UNDERGROUND WATER LINE
- EXISTING QLB SUE UNDERGROUND TELEPHONE LINE
- EXISTING QLB SUE UNDERGROUND ELEC. LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING BUSHES
- EXISTING SPOT ELEVATION
- BENCHMARK
- FLAG POLE
- SIGN
- LIGHT STANDARD
- STORM MANHOLE
- CATCH BASIN (TYPE)
- CURB INLET
- SANITARY MANHOLE
- CLEAN OUT
- WATER METER
- WATER BOX (WATER VALVE)
- FIRE HYDRANT
- ELECTRIC METER
- UTILITY POLE
- TRANSFORMER



Lenoir Fire Department Infrastructure Repair Project

Figure 2: Proposed Improvements



## **Exhibit D: Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties:

### **ARTICLE 1 - SERVICES OF ENGINEER**

#### **D1.01 *Resident Project Representative***

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and



furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

| ID |  | Task Mode                                                                           | Task Name                                                    | Duration         | Start              | Finish             | Predecessors | Qtr 3, 2023                                                                           |     |     | Qtr 4, 2023 |     |     | Qtr 1, 2024 |     |     | Qtr 2, 2024 |     |     | Qtr 3, 2024 |     |     | Qtr 4, 2024 |     |     | Qtr 1, 2025 |  |  |
|----|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------|------------------|--------------------|--------------------|--------------|---------------------------------------------------------------------------------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|--|--|
|    |                                                                                   |                                                                                     |                                                              |                  |                    |                    |              | Jul                                                                                   | Aug | Sep | Oct         | Nov | Dec | Jan         | Feb | Mar | Apr         | May | Jun | Jul         | Aug | Sep | Oct         | Nov | Dec | Jan         |  |  |
| 1  |                                                                                   |    | <b>Lenoir Fire Department Infrastructure Repair Schedule</b> | <b>164 days?</b> | <b>Fri 7/28/23</b> | <b>Wed 3/13/24</b> |              |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 2  |  |    | City issues Notice to Proceed to WK Dickson                  | 1 day            | Fri 7/28/23        | Fri 7/28/23        |              |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 3  |                                                                                   |    | Getting subs under contract                                  | 5 days           | Mon 7/31/23        | Fri 8/4/23         | 2            |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 4  |                                                                                   |    | Field & Subsurface Survey                                    | 20 days          | Mon 8/7/23         | Fri 9/1/23         | 3            |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 5  |                                                                                   |    | NC Golden Leaf Foundation Application                        | 10 days          | Mon 8/7/23         | Fri 8/18/23        | 3            |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 6  |                                                                                   |    | SUE Test Hole Survey Work                                    | 10 days          | Mon 9/4/23         | Fri 9/15/23        | 4            |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 7  |                                                                                   |    | Existing Conditions H&H Modeling                             | 5 days           | Mon 9/4/23         | Fri 9/8/23         | 4            |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 8  |                                                                                   |    | Proposed Conditions H&H Modelings                            | 15 days          | Mon 9/11/23        | Fri 9/29/23        | 7            |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 9  |                                                                                   |    | Draft Design (60% Plans) Production                          | 20 days          | Mon 10/2/23        | Fri 10/27/23       | 8            |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 10 |                                                                                   |    | Submit Draft Design (60% Plans) to City                      | 1 day            | Mon 10/30/23       | Mon 10/30/23       | 9            |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 11 |                                                                                   |    | City Review of 60% Design                                    | 15 days          | Tue 10/31/23       | Mon 11/20/23       | 10           |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 12 |                                                                                   |    | Permitting Submittal and Agency 1st Review                   | 20 days          | Tue 10/31/23       | Mon 11/27/23       | 10           |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 13 |                                                                                   |    | Easement Acquisition (By Owner)                              | 75 days          | Tue 10/31/23       | Mon 2/12/24        | 10           |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 14 |                                                                                   |    | 60% Plans Review Meeting                                     | 1 day            | Tue 11/21/23       | Tue 11/21/23       | 11           |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 15 |                                                                                   |    | Final 100% Design Plans (RFB) Production                     | 20 days          | Wed 11/22/23       | Tue 12/19/23       | 14           |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 16 |                                                                                   |    | Submit Final 100% Plans                                      | 1 day            | Wed 12/20/23       | Wed 12/20/23       | 15           |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 17 |                                                                                   |    | Project Out for Bid                                          | 1 day            | Tue 2/13/24        | Tue 2/13/24        | 16,12,13     |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 18 |                                                                                   |    | 1st Bid Opening                                              | 20 days          | Wed 2/14/24        | Tue 3/12/24        | 17           |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 19 |                                                                                   |    | 2nd Bid                                                      | 5 days           | Wed 3/13/24        | Tue 3/19/24        | 18           |    |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 20 |                                                                                   |   | 2nd Bid Opening                                              | 1 day            | Wed 3/20/24        | Wed 3/20/24        | 19           |   |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |
| 21 |                                                                                   |  | Construction Observation                                     | 197 days         | Thu 3/21/24        | Fri 12/20/24       | 20           |  |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |  |

Project: Lenoir Fire Department Infrastructure Repa  
Date: Mon 7/10/23

Task

Split

Milestone

Summary









Project Summary

Inactive Task

Inactive Milestone

Inactive Summary









Manual Task

Duration-only

Manual Summary Rollup

Manual Summary









Start-only

Finish-only

External Tasks

External Milestone









Deadline

Progress

Manual Progress







## ATTACHMENT B

### BASIS OF COMPENSATION

1. Basic Services. The OWNER shall pay the CONSULTANT for services set forth in Attachment A, Scope of Services, on a Lump Sum or hourly plus expenses basis as detailed in the attached rate schedule and below.

| Phase / Task                                                            | Compensation Method    | Fee                 |
|-------------------------------------------------------------------------|------------------------|---------------------|
| Grant/Funding Approach Plan                                             | Hourly (Not to Exceed) | \$6,230.00          |
| Project Administration                                                  | Lump Sum               | \$16,332.00         |
| Field & Subsurface Survey                                               | Lump Sum               | \$45,300.00         |
| Geotechnical and Environmental Evaluation                               | Lump Sum               | \$41,086.00         |
| Civil Engineering                                                       | Lump Sum               | \$92,039.00         |
| Permitting                                                              | Lump Sum               | \$7,927.00          |
| Bid Phase Services                                                      | Lump Sum               | \$15,456.00         |
| <b>Design Phase Fee Subtotal</b>                                        |                        | <b>\$224,370.00</b> |
| Construction Administration / Construction Observer                     | Hourly (Not to Exceed) | \$299,996.00        |
| <b>Construction Administration / Observation Fee Subtotal</b>           |                        | <b>\$299,996.00</b> |
| Unspecified Additional Services                                         | Lump Sum               | \$20,000.00         |
| Reimbursables                                                           | Allowance              | \$2,000.00          |
| <b>Unspecified Additional Services &amp; Reimbursables Fee Subtotal</b> |                        | <b>\$22,000.00</b>  |
| <b>Total</b>                                                            |                        | <b>\$546,366.00</b> |

The total fees for Basic Services shall not exceed the sum of five hundred forty-six thousand three hundred and sixty-six dollars (\$546,366.00).

The CONSULTANT will bill the OWNER on the last day of each month for the fees and expenses incurred during that month. For lump sum phases of the project, the percentage billed will be the percentage of Scope of Services work estimated to be completed as of the day of billing.

2. Additional Services. The OWNER shall pay the CONSULTANT for additional services which are not specifically called for in Attachment A, Scope of Services, in accordance with the CONSULTANT's standard rates.
3. Reimbursable Expenses. The OWNER shall compensate the CONSULTANT for incidental expenses incurred in connection with this Contract, including travel expense, lodging and subsistence expense, printing and duplication expense, and other incidental out of pocket expenses at cost. For the purposes of reimbursement, travel expense shall be at the rate contained in the attached rate schedule.

The total reimbursable expenses shall not exceed the sum of two thousand dollars (\$2,000.00).

4. Premium Rate Adjustment. Should OWNER request an accelerated schedule requiring CONSULTANT to work overtime hours, then a 1.25 premium rate adjustment shall be applied to current hourly rates or lump sum fees, as applicable. Accelerated schedule and premium rate adjustment shall be approved as part of compensation at time of contract execution or by written amendment.

| WK DICKSON HOURLY SUMMARY                                    |      |                                                              |                       |                                   |                      |                         |                             |                        |              |               |               |
|--------------------------------------------------------------|------|--------------------------------------------------------------|-----------------------|-----------------------------------|----------------------|-------------------------|-----------------------------|------------------------|--------------|---------------|---------------|
|                                                              |      |                                                              | Project Administrator | Residential Construction Observer | Engineering Designer | Senior Project Engineer | Engineering/Project Manager | Senior Project Manager | Principal    | Subconsultant |               |
| Phase                                                        | Task | Description                                                  | \$86 / hour           | \$118 / hour                      | \$139 / hour         | \$179 / hour            | \$200 / hour                | \$231 / hour           | \$263 / hour | Fee           |               |
| 1.0                                                          |      | Grant/Funding Approach Plan (Hourly)                         |                       |                                   |                      |                         |                             |                        |              |               |               |
|                                                              | 1.0  | NC Golden Leaf Foundation Application                        | 3                     |                                   |                      | 10                      |                             | 10                     | 4            |               | \$ 5,410.00   |
|                                                              | 2.0  | NCDPS Non-Specific Funding Assessment                        |                       |                                   |                      | 2                       |                             | 2                      |              |               | \$ 820.00     |
| 2.0                                                          |      | Project Administration (Lump Sum)                            |                       |                                   |                      |                         |                             |                        |              |               | \$ 16,332.00  |
| 3.0                                                          |      | Field & Subsurface Survey (Lump Sum)                         |                       |                                   |                      |                         |                             |                        |              |               | \$ 45,300.00  |
| 4.0                                                          |      | Geotechnical and Environmental Evaluation (Lump Sum)         |                       |                                   |                      |                         |                             |                        |              |               | \$ 41,086.00  |
| 5.0                                                          |      | Civil Engineering (Lump Sum)                                 |                       |                                   |                      |                         |                             |                        |              |               | \$ 92,039.00  |
| 6.0                                                          |      | Permitting (Lump Sum)                                        |                       |                                   |                      |                         |                             |                        |              |               | \$ 7,927.00   |
| 7.0                                                          |      | Bid Phase Services (Lump Sum)                                |                       |                                   |                      |                         |                             |                        |              |               | \$ 15,456.00  |
| Design Phase Fee Subtotal                                    |      |                                                              |                       |                                   |                      |                         |                             |                        |              |               | \$ 224,370.00 |
| 8.0                                                          |      | Construction Administration / Construction Observer (Hourly) |                       |                                   |                      |                         |                             |                        |              |               |               |
|                                                              | 1.0  | Project Management                                           |                       |                                   |                      |                         |                             |                        |              |               |               |
|                                                              |      | Billing Administration                                       | 18                    |                                   |                      |                         | 18                          | 5                      |              |               | \$ 6,187.50   |
|                                                              |      | Monthly Status Meetings                                      |                       |                                   |                      |                         | 22                          |                        |              |               | \$ 4,400.00   |
|                                                              |      | Monthly Status Reports                                       | 5                     |                                   |                      |                         | 9                           | 5                      |              |               | \$ 3,226.50   |
|                                                              | 2.0  | Construction Administration                                  |                       |                                   |                      |                         |                             |                        |              |               |               |
|                                                              |      | Pre-Construction/Utility Pre-Con Meeting                     | 2                     |                                   |                      |                         | 12                          | 11                     |              |               | \$ 5,113.00   |
|                                                              |      | Monthly Construction Progress Meetings                       | 9                     |                                   |                      |                         | 54                          |                        |              |               | \$ 11,574.00  |
|                                                              |      | Construction Oversight Visits                                |                       |                                   |                      |                         | 54                          |                        |              |               | \$ 10,800.00  |
|                                                              |      | Contractor Pay Application Review and Approval               | 9                     |                                   |                      | 18                      | 18                          |                        |              |               | \$ 7,596.00   |
|                                                              |      | Shop Drawing Review                                          |                       |                                   |                      | 60                      | 30                          | 10                     |              |               | \$ 19,050.00  |
|                                                              |      | Respond to Contractor's Requests for Information             |                       |                                   | 36                   |                         | 9                           | 18                     |              |               | \$ 10,962.00  |
|                                                              |      | Negotiate, review and prepare Change Orders                  | 6                     |                                   |                      |                         | 16                          | 4                      |              |               | \$ 4,640.00   |
|                                                              |      | Issue Bulletin Drawings                                      |                       |                                   | 16                   |                         | 4                           | 8                      |              |               | \$ 4,872.00   |
|                                                              |      | Conduct Final Inspection                                     | 2                     |                                   |                      |                         | 22                          | 8                      |              |               | \$ 6,420.00   |
|                                                              |      | Record Drawings                                              |                       |                                   | 60                   | 40                      |                             | 5                      |              |               | \$ 16,655.00  |
|                                                              |      | One Year Warranty Inspection and Issue Warranty List         | 2                     |                                   |                      |                         | 12                          | 8                      |              |               | \$ 4,420.00   |
|                                                              | 3.0  | Resident Project Representative Management                   |                       |                                   |                      |                         |                             |                        |              |               |               |
|                                                              | 3.1  | Resident Construction Observation (8 hours per day)          |                       | 1560                              |                      |                         |                             |                        |              |               | \$ 184,080.00 |
| Construction Administration / Observation Fee Subtotal       |      |                                                              |                       |                                   |                      |                         |                             |                        |              |               | \$ 299,996.00 |
| 9.0                                                          |      | Unspecified Additional Services (Lump Sum)                   |                       |                                   |                      |                         |                             |                        |              |               | \$ 20,000.00  |
| 10.0                                                         |      | Reimbursables                                                |                       |                                   |                      |                         |                             |                        |              |               | \$ 2,000.00   |
| Unspecified Additional Services & Reimbursables Fee Subtotal |      |                                                              |                       |                                   |                      |                         |                             |                        |              |               | \$ 22,000.00  |
| Total                                                        |      |                                                              |                       |                                   |                      |                         |                             |                        |              |               | \$ 546,366.00 |

## W.K. DICKSON & CO., INC.

### 2023 RATE SCHEDULE

#### LABOR

#### 2023

|                              |              |
|------------------------------|--------------|
| Principal                    | \$263.00/hr. |
| Senior Consultant            | \$242.00/hr. |
| Senior Project Manager       | \$231.00/hr. |
| Senior Engineering Manager   | \$231.00/hr. |
| Project Manager              | \$200.00/hr. |
| Engineering Manager          | \$200.00/hr. |
| Senior Project Engineer      | \$179.00/hr. |
| Project Engineer             | \$168.00/hr. |
| Senior Scientist             | \$158.00/hr. |
| Scientist                    | \$144.00/hr. |
| Senior Planner               | \$191.00/hr. |
| Planner                      | \$146.00/hr. |
| Senior Engineering Designer  | \$152.00/hr. |
| Engineering Designer         | \$139.00/hr. |
| Senior GIS Analyst           | \$163.00/hr. |
| GIS Analyst                  | \$140.00/hr. |
| GIS Technician               | \$118.00/hr. |
| Senior Construction Observer | \$140.00/hr. |
| Construction Observer        | \$118.00/hr. |
| Project Administrator        | \$86.00/hr.  |

#### EXPENSES

|                        |            |
|------------------------|------------|
| Reproductions          | Cost       |
| Mileage                | IRS Rate   |
| Telephone, Postage     | Cost       |
| Travel (Meals/Lodging) | Cost       |
| Subconsultants         | Cost + 10% |

**Note:** The above rates are effective January 1, 2023. WK Dickson reserves the right to revise to reflect inflationary increases.



ATTACHMENT C**CONTRACT FOR SERVICES AMENDMENT NO. \_\_****ADDITIONAL SERVICES AUTHORIZATION**

The following modifications to the contract ("Contract") for \_\_\_\_\_ dated \_\_\_\_\_ between \_\_\_\_\_ (OWNER) and W.K. Dickson & Co., Inc. (CONSULTANT) are authorized.

1. SCOPE OF SERVICES.
  
2. TIME OF PERFORMANCE. CONSULTANT's time of performance for the above additional services shall be extended \_\_\_\_\_ calendar days. The new completion date for the Contract is revised from \_\_\_\_\_ to \_\_\_\_\_.
  
3. COMPENSATION. CONSULTANT shall provide the above Additional Scope of Work on an hourly plus expenses basis not-to-exceed \$ \_\_\_\_\_. The total Contract not-to-exceed fee is increased from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

All other terms of the Contract remain unchanged.

OWNER:

**CITY OF LENOIR, NORTH CAROLINA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT:

**W.K. DICKSON & CO., INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Finance Officer

Date: \_\_\_\_\_

**CITY OF LENOIR****COUNCIL ACTION FORM: July 18, 2023****I. Agenda Item:**

Naming a shared driveway off Walt Arney Road, Stallings Place

**II. Background Information:**

At a recent Board of Adjustment meeting, the owner of 2110-C Walt Arney Road identified concerns regarding emergency vehicle access and addressing for dwellings along his shared driveway. The following addresses are on the shared driveway:

1. 2110-A Walt Arney Rd
2. 2110-B Walt Arney Rd
3. 2110-C Walt Arney Rd

These property owners have agreed to name the driveway Stallings Place. See attached memo and map outlining this request.

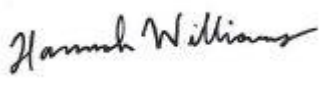
**III. Staff Recommendation:**

Planning staff recommend the naming of Stallings Place, as it is currently a shared driveway that serves three (3) dwellings without appropriate signage to allow for E-911 addressing and access to rear properties.

**IV. Reviewed by:**

City Attorney: \_\_\_\_\_

Finance Director: \_\_\_\_\_

Planning Director:  \_\_\_\_\_

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**PLANNING DEPARTMENT MEMORANDUM**  
**CITY OF LENOIR, 801 WEST AVENUE, LENOIR, NC 28645**

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**TO:** SCOTT HILDEBRAN, CITY MANAGER  
**FROM:** MATT DUCHAN – LENOIR PLANNING DEPARTMENT  
**DATE:** JULY 12, 2023  
**SUBJECT:** NAMING SHARED DRIVEWAY – 2110 WALT ARNEY ROAD  
**CC:** MAP IDENTIFYING STREET NAMING

---

Dear City Manager Hildebran,

We recently became aware that there is a shared driveway at 2110 Walt Arney Road that would be better suited as a named access road. The shared driveway serves three (3) dwellings, and one of the owners adjacent to the properties of these dwellings has requested that the drive be named. The location can be more easily found in an emergency situation if the driveway is named, and signage is posted. Our office has notified everyone who is a property owner on the driveway to be involved in the road naming process.

The property owners agreed to allow the Planning Department to name the street, and the proposed name is Stallings Place. The street suffix shall be Place (Pl) because it is a “dead end street with no turn around area” (Sec. 18-205 of the Lenoir Code). Consistent with addressing in the area, the street numbers for Stallings Place will be 800-899, all odd-numbered.

If you have questions, please call 828-757-4439 or email [matthew.duchan@ci.lenoir.nc.us](mailto:matthew.duchan@ci.lenoir.nc.us).

Sincerely,

Matt Duchan  
Planner / GIS Specialist

# Stallings Place Street Naming 2110A-C Walt Arney Road



**CITY OF LENOIR COUNCIL****ACTION FORM**

- I. **Agenda Item:** City staff request that City Council adopt an Order of Abatement directing staff to abate the minimum housing violations by demolishing the structure on the property of 712 Hillcrest St. NCPIN:2749581926.
- II. **Background Information:** The subject structure is unfit for human habitation and attempts to achieve owner abatement have been unsuccessful. See attached time line for detailed information.
- III. **Staff Recommendation:** Recommend adoption of the attached ordinance, directing staff to proceed with the demolition and removal of the structure.
- IV. **Reviewed by:**

**City Attorney:** \_\_\_\_\_

**Finance Director:** \_\_\_\_\_

**Interim Planning Director:** \_\_\_\_\_ *Hannah Williams*



**AN ORDINANCE DIRECTING THE MINIMUM HOUSING INSPECTOR TO REMOVE OR DEMOLISH THE PROPERTY HEREIN DESCRIBED AS UNFIT FOR HUMAN HABITATION AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED.**

**WHEREAS**, the City Council of the City of Lenoir finds that the dwelling described herein is unfit for human habitation under the City Housing Standards, and that all of the procedures of the Minimum Housing Standards have been complied with; and

**WHEREAS**, this dwelling should be removed or demolished, as directed by the Minimum Housing Inspector, and should be placard thereon the notice prohibiting use for human habitation; and

**WHEREAS**, the owners of this dwelling, **HARPER CLAUDE MCKINELY HARPER BOBBIE**, have been given a reasonable opportunity to bring the dwelling up to the standards of the Minimum Housing Standards accordance with G.S. 160A-443 (5) pursuant to an order issued by the Minimum Housing Inspector on March 3, 2023 and the owner has failed to comply with the order;

**NOW THEREFORE BE IT ORDAINED BY the City Council of the City of Lenoir that:**

**Section 1.** The Minimum Housing Inspector is hereby authorized and directed to place a placard containing the following:

**"This building is unfit for human habitation: the use or occupation of this building for human habitation is prohibited and unlawful."**

On the building located at the following address: **712 Hillcrest St NW**  
**Lenoir, North Carolina**  
**Parcel-ID 06 19 2 25**  
**NCPIN 2749581926**

**Section 2.** The Minimum Housing Inspector is hereby authorized and directed to proceed to remove or demolish the described above dwelling in accordance with this Order, and in accordance with the City of Lenoir Minimum Housing Code, and NCGS 160D-1203.

**Section 3.** The cost of demolition and improvement of the lot shall be a tax lien on the real property as provided by G.S. 160D-1203 (7).

**Section 4.** It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall be likewise unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.



**Section 5.** A copy of this ordinance shall be recorded in the Register of Deeds of Caldwell County, North Carolina, and indexed in the name of the property owner or owners in the grantor index.

**Adopted this the 18th day of July, 2023.**

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**JOSEPH L. GIBBONS  
MAYOR**

**ATTEST:**

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**SHIRLEY M. CANNON  
CITY CLERK**

**APPROVED AS TO FORM:**

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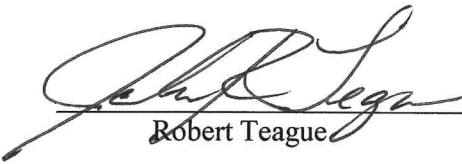
**Timothy J. Rohr  
CITY ATTORNEY**

Minimum Housing Violation Affidavit  
(712 Hillcrest St)

I, Robert Teague affirm that as the housing inspector for the City of Lenoir I have made every possible attempt to contact the property owners of 712 Hillcrest St. NCPIN: 2749581926. I have exhausted all resources in the effort to find the owners and/or heirs of the property mentioned above. The dwelling is unfit for human habitation and is a health/safety hazard for nearby neighbors. At this time the best course of action to eliminate the minimum housing violations is to demolish the structure and remove all debris from the property.

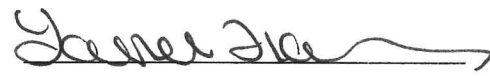
I swear that everything documented in this packet to be true and correct to the best of my information, knowledge, and belief

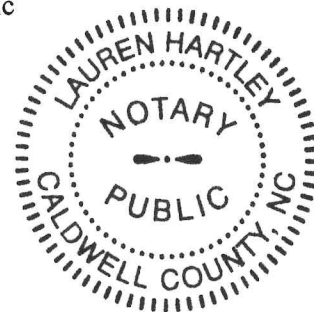
7/10/2023  
Date

  
Robert Teague

STATE OF NORTH CAROLINA  
COUNTY OF CALDWELL

I, the undersigned Notary Public, do hereby affirm that John R Teague personally appeared before me on the 10th day of July, 2023 and signed the above Affidavit ad lib free and voluntary act and deed.

exp 8/10/2026  
  
Notary Public



Owner: HARPER CLAUDE MCKINELY  
HARPER BOBBIE  
Property: 712 Hillcrest St NW  
NC Pin: 2749581926  
Minimum Housing Violation Timeline

The following information was provided by City Housing Inspector Robert Teague

- **February 20, 2023.** On this day the initial minimum housing violation/hearing notice was mailed to the property owner. Two copies of the letter were mailed one by certified mail and one first-class. Initial minimum housing letter requested that the property owner contact the housing inspector to set up a time for an onsite hearing to discuss the housing violations and abatement procedures. The owner failed to contact the housing inspector and both the certified letter and first-class letter were returned.  
**Certified Mail No. 7021 1970 0001 6842 7700**
- **March 6, 2023.** On this day the second minimum housing violation/order to abate notice was mailed to the property owner. Two copies of the letter were mailed one by certified mail and one first-class. Second minimum housing letter determined that the structure was unfit for human habitation and a danger to the public health, safety, morals, and general welfare of the City's inhabitants. Due to that ruling the structure must be demolished and removed from the property. The owner failed to contact the housing inspector and both the certified letter and first-class letter were returned.  
**Certified Mail No. 7021 1970 0001 6842 7618**
- **July 23, 2023.** Notification was mailed to the owner informing them that the housing inspector will be submitting an ordinance to City Council for the demolition of the dwelling located at 712 Hillcrest St. The City Council will consider this ordinance for adoption at the July 18, 2023 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir. Upon adoption of the ordinance the demolition of the dwelling will begin after July 18, 2023. All fees accumulated from the demolition will be placed as a lien on the property.  
**Certified Mail No. 7021 1970 0001 6843 7570**
- **July 2023.** In accordance with the City of Lenoir Code of Ordinance a Notice of Order to Demolish was submitted in the Lenoir News Topic. The ad requested that any person having or claiming an interest in the property be present for the City Council meeting. The ad was submitted and ran once a week for two consecutive weeks. Ad published on Thursday July 6, 2023 and Thursday July 13, 2023.
- At this time it is requested that an ordinance be passed for the demolition of the dwelling at 712 Hillcrest St. Demolition will take place after July 18, 2023 and all fees accumulated will be placed as a lien on the property.



This map is NOT of land survey quality and is NOT suitable for such use.

|                    |                        |                      |                     |                                                                       |
|--------------------|------------------------|----------------------|---------------------|-----------------------------------------------------------------------|
| <b>Owner</b>       | HARPER CLAUDE MCKINELY | <b>Deferred Val</b>  | \$0                 | <b>Caldwell County</b>                                                |
|                    | HARPER BOBBIE          | <b>Assessed Val</b>  | \$18,200            |                                                                       |
| <b>Acct Number</b> | 10458                  | <b>Calc Acreage</b>  | 0.369897            | <div><div>00.00400.00800.016mi</div><div>00.0050.010.02km</div></div> |
|                    | 06 19 2 25             | <b>Land Units</b>    | 75 (FF)             |                                                                       |
| <b>Parcel ID</b>   | 2749581926             | <b>Legal Desc</b>    | 0454/0456 1963 0.00 | June 23, 2023                                                         |
| <b>NCPIN</b>       |                        | <b>Plat Ref</b>      | /                   |                                                                       |
|                    |                        | <b>Property Addr</b> | 712 HILLCREST ST    |                                                                       |

**Notice of Order to Demolish**  
The public will hereby take notice that the Lenoir Planning Department will be submitting an ordinance to the City Council for the demolition of 712 Hillcrest St NW on Tuesday July 18, 2023 at the City/County Chambers 905 West Ave, Lenoir. All attempts to make contact with property owners and/or heirs have failed. It is requested that any and all heirs of HARPER CLAUDE MCKINELY HARPER BOBBIE, and any other persons having or claiming an interest in the property 712 Hillcrest St NW, Lenoir NC 28645 NC Pin 2749581926 be present for the City Council meeting at the date listed above.

I. This Order set forth by the City of Lenoir Housing Inspector is issued and served pursuant to the Code of Ordinances of the City of Lenoir and the North Carolina General Statutes.

II. It appears to the undersigned, who is the Housing Inspector under the Code of Ordinances, from his preliminary investigation of the premises, that the property identified above is in violation of one or more of the Minimum Housing Standards in Chapter 10, of the Code of Ordinances of the City of Lenoir.

III. The undersigned has made attempts to contact the property owners and/or heirs to the property by first class and registered mail, all of which were returned. The property identified above has been posted with the order to abate as specified in Chapter 10, of the Code of Ordinance of the City of Lenoir.

IV. The undersigned complaining of the afore-said property and all persons owning or having any interest therein, charges that said property fails to meet the Minimum Housing Standards prescribed in the Code of Ordinances of the City of Lenoir as more specifically set forth in the Notice of Violation.

**Robert Teague**  
**Code Compliance Officer**  
**City of Lenoir Planning Department**

**Office: 828.757.2212**

**July 6, 13, 2023**



## ***Minimum Housing Violation and Hearing Notice***

02/20/2023

HARPER CLAUDE MCKINELY HARPER BOBBIE  
712 HILLCREST ST NW  
LENOIR, NC 28645

Certified Mail: 7021 1970 0001 6842 7700

To: **HARPER CLAUDE MCKINELY HARPER BOBBIE**, owner(s) of property located at **712 HILLCREST ST** (NCPIN:2749581926) in the City of Lenoir, North Carolina.

Condition of structure is determined as: **Dilapidated**

The property listed above has been reported to the City of Lenoir for violations of the City's Minimum Housing ordinance. The structure in its current condition is unfit for human habitation, and is creating conditions detrimental to the public health and safety.

As the legal owner(s), you have **ten (10) days** to contact the City of Lenoir Planning Department to arrange for a site inspection/on-site hearing to discuss the violations. - Please contact the Code Compliance Officer - Robert Teague Call (828-757-2212) or email @ [rteague@ci.lenoir.nc.us](mailto:rteague@ci.lenoir.nc.us) at your earliest convenience.

All violations that are cited during the inspection must be abated. Abatement of the violations must be performed in a specified amount of time that will be determined after the inspection. The inspector may order that dwelling units found to be in violation be vacated and closed until repairs are completed.

**The following code violations have been determined:** If further inspection is required, additional violations may be added.

### **Housing Sec. 10-2(b) Abandoned**

The dwelling is abandoned and unsecure, creating conditions detrimental to public health and safety as described in Sec. 10-2(b)

### **Housing Sec. 10-56 Unfit for Human Habitation**

Every dwelling and unit used as human habitation, or held out for use as a human habitation, must comply with all of the minimum housing standards and all requirements of the NC Building Code. No person shall occupy as owner-occupant, or let to another for occupancy or use a human habitation, any dwelling or dwelling unit which does not comply with all of the minimum standards for fitness for human habitation and all requirements of the NC Building Code.

### **Housing Sec. 10-59 structure**

Evidence of structural issues (Sec. 10-59)

The property listed above has been reported to the City for not meeting the minimum housing standards as specified in the City of Lenoir Code of Ordinance. An inspection of the dwelling is required and all violations that are cited during the inspection must be abated. Abatement of the violations must be performed in a specified amount of time that will be determined at the conclusion of the inspection. If no violations are discovered at the time of the inspection then the case will be closed and no further action will be required. Please contact me to schedule a time for an onsite hearing.

Stage of the Investigation: **Initial Investigation**



<sup>114</sup>  
**Failure to comply will result in actions including, but not limited to, civil penalties, posting, and/or city abatement. All questions about the violation or procedures to abate them will be addressed at the hearing.**

Sincerely

Robert Teague  
Code Compliance Officer  
City of Lenoir Planning Department  
Office: 828.757.2212



## ***Minimum Housing Violation and Order to Abate***

03/03/2023

HARPER CLAUDE MCKINELY HARPER BOBBIE  
712 HILLCREST ST NW  
LENOIR, NC 28645

Certified Mail: 7021 1970 0001 6842 7618

To: **HARPER CLAUDE MCKINELY HARPER BOBBIE**, owner(s) of property located at **712 HILLCREST ST** (NCPIN:2749581926) in the City of Lenoir, North Carolina.

Condition of structure is determined as: **Dilapidated**

**The following code violations have been determined:**

**Housing Sec. 10-2(b) Abandoned**

**Housing Sec. 10-56 Unfit for Human Habitation**

**Housing Sec. 10-59 structure**

This is the final determination for the property listed above. The property was found to be in violation of the City of Lenoir Minimum Housing standards. The structure has been damaged beyond repair and has been determined to be dilapidated. It is unsecure, creating a safety hazard. In order to abate the minimum housing violations, the dwelling and all accessory buildings must be demolished and removed from the property. Abatement of these violations must occur in a specified amount of time, not to exceed **30 days** from receipt of this notice.

Failure to abate the violations within the time specified will result in action including, but not limited to, civil penalties and abatement of the violations by the City. If you have questions concerning the violations or the abatement process, please contact me at 828-757-2212 or at [rteague@ci.lenoir.nc.us](mailto:rteague@ci.lenoir.nc.us).

Stage of the Investigation: **Final Determination**

Such lien shall be filed, have the same priority, and be enforced and the costs collected as the lien for special assessment.

### **Section 1-15 Civil and Criminal Penalties**

(c) Violation of any provision of this Code not corrected as provided in this letter shall subject the offender to a civil penalty in the amount of \$50.00 to \$500.00, in accordance with the citation schedule in subsection (e), to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within a period of 72 hours after being cited. The citation shall be in writing, signed by the authorized person issuing the citation, and shall be delivered in person or by mail to the offender.

There was no response from the initial letter for a hearing. This is a final determination letter and if there is no response, the next steps in the procedure will be send these violations to council to adopt and ordinance for the city to abate the violations.

<sup>116</sup>  
Sincerely

Robert Teague  
Code Compliance Officer  
City of Lenoir Planning Department  
Office: 828.757.2212



### ***Final Notice of Abatement***

06/23/2023

HARPER CLAUDE MCKINELY HARPER BOBBIE  
712 HILLCREST ST NW  
LENOIR, NC 28645

Certified Mail: 7021 1970 0001 6843 7570

Re: Minimum Housing Determination  
712 HILLCREST ST, LENOIR, NC 28645  
Parcel: 2749581926

HARPER CLAUDE MCKINELY HARPER BOBBIE

This letter is to inform you that you have failed to comply with an order of the housing inspector to abate minimum housing violations at 712 HILLCREST ST within 30 of 03/13/2023.

Upon failure of the owner of the dilapidated dwelling to comply with an order of the inspector within the time specified therein, the inspector may submit to the City Council an ordinance ordering the inspector to cause such dwelling to be removed or demolished, as provided in the original order of the inspector. The amount of the cost of vacating and closing, or removal or demolition caused to be made or done by the inspector shall be a lien against the real property upon which such cost was incurred. Such lien shall be filed, have the same priority, and be enforced and the costs collected as the lien for special assessment.

This letter is to inform you that the housing inspector has submitted an ordinance to City Council, as described above. The City Council will consider this ordinance for adoption at the 07/18/2023 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

Sincerely,

Robert Teague  
Code Compliance Officer  
City of Lenoir Planning Department  
Office: 828.757.2212

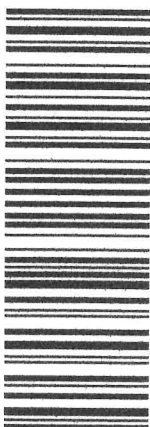
CITY OF LENOIR  
P. O. BOX 958  
LENOIR, N.C. 28645-0958

FIRST-CLASS MAIL  
PRESORTED  
U.S. Postage Paid  
Hickory NC  
EXBS

HARPER CLAUDE MCKINELY HARPER  
BOBBIE  
712 HILLCREST ST NW  
LENOIR, NC 28645

9327000085380832  
VAC  
BC: 28645095858 \*2180-06563-13-25  
NIXIE 274 DE 1081 0003/13/23  
RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD

CITY OF LENOIR  
P. O. BOX 958  
LENOIR, N.C. 28645-0958



7021 1970 0001 6842 7518

CERTIFIED MAIL®

GREENSBORO NC 27401  
7 MAR 2023 PM 14:21



US POSTAGE  
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HARPER CLAUDE MCKINELY HARPER  
BOBBIE  
712 HILLCREST ST NW  
LENOIR, NC 28645

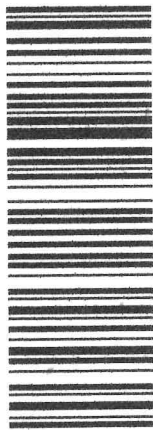
NAME  
1ST NOTICE  
27 2ND NOTICE  
NIXIE 0003/13/23

RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD

VAC  
BC: 28645095858 \*0180-04207-07-45  
28645-412012

CERTIFIED MAIL®

CITY OF LENOIR  
P. O. BOX 958  
LENOIR, N.C. 28645-0958



7021 1970 0001 6842 770P

GREENSBORO NC 270  
22 FEB 2023 PM 5

US POSTAGE  
ZIP 28601 \$ 008.10  
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0001391513 FEB 22 2023

HARPER CLAUDE MCKINELY HARPER  
BOBBIE  
712 HILLCREST ST NW  
LENOIR, NC 28645

24

8/3/23

NAME  
1ST NOTICE  
2ND NOTICE

NIXIE 274 DE 100000002/28/23  
RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD

93000200000000000000

VAC

BC: 28645095858

\*0580-11272-22-43

28645-095858

CITY OF LENOIR  
P. O. BOX 958  
LENOIR, N.C. 28645-0958

HARPER CLAUDE MCKINELY HARPER  
BOBBIE  
712 HILLCREST ST NW  
LENOIR, NC 28645

FIRST-CLASS MAIL  
PRESORTED  
U.S. Postage Paid  
Hickory NC  
EXBS

NIXIE 274 FE 1081 0002/26/23  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

UTE

BC: 28645095858

\*2190-01000-26-25

28645-095858

075441 309 LENOIR 28645



CITY OF  
**LENOIR**  
NC ★ CREATE WITH US

PO BOX 958  
801 WEST AVENUE NW  
LENOIR, NC 28645



7021 1970 0001 6843 7570

GREENSBORO NC 27401  
24 JUN 2023 PM 4 L



US POSTAGE  
MPTNEY BOWES  
ZIP 28601 \$008.10<sup>0</sup>  
02 4W  
0000390579 JUN 24 2023

*Vac*  
HARPER CLAUDE MCKINELY HARPER  
BOBBIE  
712 HILLCREST ST NW  
LENOIR, NC 28645

*Vacant flower*

NIXIE 274 DE 1 0006/29/23

RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD

VAC 801 28645 13601 \*9480-00197-24-45  
200605142002



CITY OF  
**LENOIR**  
NC ★ CREATE WITH US

PO BOX 958  
801 WEST AVENUE NW  
LENOIR, NC 28645

*Vac*  
HARPER CLAUDE MCKINELY HARPER  
BOBBIE  
712 HILLCREST ST NW  
LENOIR, NC 28645

NIXIE 274 DE 1081 0006/29/23

RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD

VAC 801 28645 13601 \*2100-00229-30-25  
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FIRST-CLASS MAIL  
PRESORTED  
U.S. Postage Paid  
Hickory NC  
EXBS

























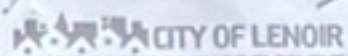










**CITY OF LENOIR**  
PLANNING & COMMUNITY DEVELOPMENT

**Minimum Housing Violation and Housing Notice**

NOTICE

TO: [Property Owner Name]

FROM: [City of Lenoir Planning & Community Development]

DATE: [Date]

RE: [Address]

The City of Lenoir is providing this notice to you regarding a housing violation at the property located at [Address]. The violation is described as follows: [Description of Violation].

You are required to correct the violation within [Timeframe]. If the violation is not corrected within the specified time, the City may take further action, including the issuance of a stop-work order or the initiation of legal proceedings.

If you have any questions or need more information, please contact the City of Lenoir Planning & Community Development at [Phone Number] or [Email Address].

Sincerely,  
[Signature]  
[Title]

**CITY OF LENOIR**  
PLANNING & COMMUNITY DEVELOPMENT

**Minimum Housing Violation and Order to Abate**

NOTICE

TO: [Property Owner Name]

FROM: [City of Lenoir Planning & Community Development]

DATE: [Date]

RE: [Address]

The City of Lenoir is providing this notice to you regarding a housing violation at the property located at [Address]. The violation is described as follows: [Description of Violation].

You are required to correct the violation within [Timeframe]. If the violation is not corrected within the specified time, the City may take further action, including the issuance of a stop-work order or the initiation of legal proceedings.

If you have any questions or need more information, please contact the City of Lenoir Planning & Community Development at [Phone Number] or [Email Address].

Sincerely,  
[Signature]  
[Title]



 **CITY OF LENOIR**  
PLANNING & COMMUNITY DEVELOPMENT

**Minimum Housing Violation and Hearing Notice**

05/03/2023

HARPER CLAUDE MCKINELY HARPER BOBBIE  
712 HILLCREST ST NW  
LENOIR, NC 28645

Certified Mail 7021 7029 0001 8842 7700

To: HARPER CLAUDE MCKINELY HARPER BOBBIE, owner(s) of property located at 712 HILLCREST ST (NCPIN2748891826) in the City of Lenoir, North Carolina.

Condition of structure is determined as: **Dilapidated**

The property listed above has been reported to the City of Lenoir for violations of the City's Minimum Housing Ordinance. The existing structure was damaged in a fire, and progress on repairs seems to have stopped. The structure is unsafe, showing for abandonment, and in its current condition, the dwelling is unfit for human habitation, and is creating conditions detrimental to public health and safety.

As the legal owner(s), you have **ten (10) days** to notify the City of Lenoir Planning Department to arrange for a site inspection/hearing to discuss the violations. Please contact the Code Compliance Officer: Robert Teague Call (828-757-2212), or email @ [teague@lenoirnc.gov](mailto:teague@lenoirnc.gov) at your earliest convenience.

All violations that are cited during the inspection must be stopped. Abatement of the violations must be performed in a specified amount of time that will be determined after the inspection. The inspector may order that dwelling units found to be in violation be vacated and closed until repairs are completed.

The following code violations have been determined: If further inspection is required, additional violations may be added.

**Housing Sec. 10-20(a) Abandoned**

The dwelling is abandoned and unoccupied, creating conditions detrimental to public health and safety as described in Sec. 10-20(a).

**Housing Sec. 10-50 Unfit for Human Habitation**

Every dwelling unit shall meet the minimum standards for human habitation, or held out for use as a human habitation, must comply with all of the minimum housing standards and all requirements of the NC Building Code. No person shall occupy or permit occupancy, or let to another for occupancy or use as human habitation, any dwelling or dwelling unit which does not comply with all of the minimum standards for fitness for human habitation and all requirements of the NC Building Code.

**Housing Sec. 10-53 Structure**

Evidence of structural issues (Sec. 10-53)

The property listed above has been reported to the City of Lenoir for not meeting the minimum housing standards as specified in the City of Lenoir Code of Ordinances. Inspection of the dwelling is required and all violations that

are cited during the inspection must be stopped. Abatement of the violations must be performed in a specified amount of time that will be determined at the conclusion of the inspection. If no violations are determined at the time of the inspection then the case will be closed and no further action will be required. Please contact me to schedule a time for an onsite hearing.

**Stage of the Investigation: Initial Investigation**

Failure to comply will result in actions including, but not limited to, civil penalties, posting, and/or city shut-down. All questions about the violation or procedures to abate them will be addressed at the hearing.

Sincerely,

Robert Teague  
Code Compliance Officer  
City of Lenoir Planning Department  
Office: 828.757.2212

 **CITY OF LENOIR**  
PLANNING & COMMUNITY DEVELOPMENT

**Minimum Housing Violation and Order to Abate**

05/03/2023

HARPER CLAUDE MCKINELY HARPER BOBBIE  
712 HILLCREST ST NW  
LENOIR, NC 28645

Certified Mail 7021 7029 0001 8842 7918

To: HARPER CLAUDE MCKINELY HARPER BOBBIE, owner(s) of property located at 712 HILLCREST ST (NCPIN2748891826) in the City of Lenoir, North Carolina.

Condition of structure is determined as: **Dilapidated**

The following code violations have been determined:

**Housing Sec. 10-20(a) Abandoned**

**Housing Sec. 10-50 Unfit for Human Habitation**

**Housing Sec. 10-53 Structure**

This is the final determination for the property listed above. The property was found to be in violation of the City of Lenoir Minimum Housing Ordinance. The structure has been damaged beyond repair and has been determined to be dilapidated. It is unsafe, creating a safety hazard. In order to abate the minimum housing violations, the dwelling and all accessory buildings must be demolished and removed from the property. Abatement of these violations must occur in a specified amount of time, not to exceed **30 days** from receipt of this notice.

Failure to abate the violations within the time specified will result in action including, but not limited to, civil penalties and shut-down of the violation by the City. If you have questions concerning the violations or the abatement process, please contact me at 828-757-2212 or at [teague@lenoirnc.gov](mailto:teague@lenoirnc.gov).

**Stage of the Investigation: Final Determination**

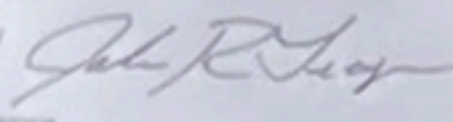
Such lien shall be filed, have the same priority, and be enforced and the costs collected as the lien for special assessment.

**Section 1-15 Civil and Criminal Penalties**

(c) Violation of any provision of this Code not corrected as provided in this letter shall subject the offender to a civil penalty in the amount of \$50.00 to \$500.00, in accordance with the citation schedule in subsection (b). To be recovered by the city is a civil action in the nature of debt if the offender does not pay the penalty within a period of 72 hours after being cited. The citation shall be in writing, signed by the authorized person issuing the citation, and shall be delivered in person or by mail to the offender.

There was no response from the initial letter for a hearing. This is a final determination letter and there is no response, the next steps in the procedure will be send these violations to council to adopt and ordinance for the city to state the violations.

Sincerely,

  
Robert Teague  
Code Compliance Officer  
City of Lenoir Planning Department  
Office: 828.757.2212



**City of Lenoir**

**Board Announcements**

**Board of Adjustment (BOA)   Michael Careccia   Alternate   Term Expires June 30, 2025**

**\*Mr. Careccia will be filling a vacant position on the Board of Adjustment. He currently serves on the Planning Board. \*This appointment will be voted on at the August 1, 2023 Council Meeting.**

**Lenoir Tourism Development Authority (LTDA)   Karin Davidson   4-year Term   Expires June 20, 2027**

**\*This appointment will be voted on at the August 1, 2023 Council Meeting.**