



AGENDA

**CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, AUGUST 20, 2024
6:00 P.M.**



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

- A. Rezoning; Ellison Place: A public hearing will be held to consider a proposed Conditional Zoning District Ordinance for property located on Ellison Place (east of US-321/Blowing Rock Boulevard), NC PIN Numbers 2850211695, 285021427, 285212266 and 2850212174 to be rezoned from B-6 Transitional Business to Conditional Zoning as requested by property owner Virginia M. Mullis for four (4) vacant properties to accommodate eleven (11) single-family lots subject to the following four (4) conditions and based on the Consistency Statement below:

Proposed Special Conditions

1. Except as expressly provided otherwise by this ordinance, the Property shall be governed by the land development regulations of the B-6 Transitional Business zoning district.
2. All uses permitted within the B-6 zoning district are allowed in conditional zoning.
3. Special Standards for Single-Family Development:
 - a. Each lot will be a minimum of 6,000 square feet.
 - b. Houses shall be oriented to front along and accessed by Ellison Place.
 - c. Landscape Buffer: The mature tree line and natural buffer along the rear of the lots must be retained for single family development. If the natural buffer is removed or damaged, a fifteen (15) foot wide planted buffer strip shall be established and maintained in accordance with Section 712 of the Lenoir Zoning Ordinance.
 - d. A subdivision plat showing all new utilities, road layout, easement and setbacks referencing this ordinance must be approved and recorded prior to any permitting.
4. Access:
 - a. A private shared driveway extending beyond the end of current city maintenance of Ellison Place shall be permitted for access to Lots 1, 2 and 3 as indicated in the Concept Plan. A shared driveway agreement detailing the private maintenance responsibility shall be drafted and recorded with the Register of Deeds and noted on the final subdivision plat. The shared driveway must provide access and allow to all service vehicles, including utility emergency and sanitation vehicles. The shared driveway agreement must hold the City harmless for any driveway damage caused by city service vehicles.
 - b. The maintenance of Ellison Place shall be adequate for the ingress and egress of emergency vehicles.

Consistency Statement:

The proposed Conditional Zoning Ordinance is consistent with the adopted Comprehensive Plan because it enables this area to protect the distinctive residential character of Lenoir's neighborhoods from the encroachment of inappropriate

non-residential development. Provided that no businesses have opened in this transitional business zoning district, it would be more pertinent to provide housing in an area otherwise not providing a service to the public.

- B. Special Use Permit; 117 Maple Drive NW: A quasi-judicial public hearing will be held to consider the requested Special Use Permit (SUP) as submitted by Josh Clark, Outcast Community Church, to permit a church in the (R-12) Single-Family zoning district on property located at 117 Maple Drive NW, NCPIN #2749450612 based on the findings on page 6 of the submitted Staff Report and subject to the following three (3) conditions:
 - 1. The applicant must maintain and improve upon landscaping where necessary on the site. A zoning permit will be required.
 - 2. Any new lighting for the church use shall be fully cut-off and shielded so as to eliminate and minimize light spill-over onto adjacent residential properties.
 - 3. The applicant must obtain zoning and sign permits from the Lenoir Planning Department within two years of the issuance of the SUP.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the City Council minutes of Tuesday, August 6, 2024 as submitted.
- B. Resolution; Sealed Air Corporation - Pump House (Hudson): Staff recommends City Council adopt a resolution authorizing the sale of the fire pump premises located at 2001 International Boulevard, Hudson, NC and as described in Deed Book Volume 724, Page 296 at the Caldwell County Register of Deeds to Sealed Air Corporation. The offer is for \$1,000 and was subject to the upset bid process. The City did not receive any upset bids.
- C. Engineering Services Contract; Harper Avenue Sewer Line Replacement: Staff recommends City Council approval to enter into an Engineering Services Contract with McGill Associates for the Harper Avenue Sewer Line Replacement Project as submitted.
- D. Bid Award; Mulberry Recreation Center Gymnasium Floor Replacement Project: Staff recommends awarding the construction contract for the Mulberry Recreation Center Gymnasium Floor Replacement Project to The Sports Flooring Group for a contract price of \$139,432.35. Please note that this contract price is inclusive of alternate bid item No. 1 (upgrading to Grade 2 maple). The Sports Flooring Group is appropriately licensed and specializes in this type of work, included a detailed scope of work in the submitted proposal, and is the lowest, responsive, responsible bidder in consideration of the selected alternate bid item(s).
- E. Resolution of Support; NC Division of Parks & Recreation - Great Trails State Grant Program: Staff recommends City Council adopt a Resolution of Support for the grant funding application to the North Carolina Division of Parks and Recreation- Great Trails State Grant Program, with the requested funding amount of \$497,994.00 as submitted. Note: The City of Lenoir pledges a local match of \$248,997.00 (1/3 of the project cost), should the City be awarded funding.

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 Planning Board will meet on Monday, August 26 at 5:30 p.m. at the City/County Meeting room.

2. The Committee of the Whole will meet on Tuesday, August 27 at 8:30 a.m. at City Hall, Third Floor.
3. The Foothills Regional Airport Authority will meet on Wednesday, August 28 at noon at the Airport facility.
4. The Carolina Tattoo & Arts Gathering will be held on Friday August 30 through Sunday, September 1 in downtown Lenoir at the Harper Room located at 1016 Harper Avenue NW.
5. City offices will be closed on Monday, September 2 in observance of Labor Day.

B. Items for Council Action

1. Minimum Housing Ordinance: 542 Wheeler Street: Staff request City Council adopt a Minimum Housing Ordinance directing Staff to abate the property located at 542 Wheeler Street, NCPIN# 2749571542, Parcel ID# 06-17-3-57 by demolishing the structure.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT

CITY OF LENOIR**COUNCIL ACTION FORM: August 20, 2024****I. Agenda Item:**

R3-24: Consideration of an ordinance rezoning the four (4) vacant properties to accommodate 11 single-family lots on Ellison Pl. from B-6 to Conditional Zoning District #11 (CZ-11) on the City's Official Zoning Map following a public hearing;

II. Background Information:

The applicant is requesting to rezone the subject property from B-6 (Transitional Business) to CZ-11 (Conditional Zoning), to allow for the development of 11 single-family lots on the four undeveloped parcels on the western side of Ellison Place. The applicant has consented to all conditions in the proposed ordinance.

See attached staff report for the analysis and conditions regarding this request. The CZ-11 ordinance is also attached.

III. Staff and Planning Board Recommendation:

Adoption of the attached rezoning ordinance based on the following consistency statement:

The proposed Conditional Zoning Ordinance is consistent with the adopted Comprehensive Plan because it enables this area to protect the distinctive residential character of Lenoir's neighborhoods from the encroachment of inappropriate non-residential development. Provided that no businesses have opened in this transitional business zoning district, it would be more pertinent to provide housing in an area otherwise not providing a service to the public.

Planning Board recommends a condition that paving on Ellison Place is confirmed to be adequate for ingress and egress of city service vehicles and emergency vehicles including but not limited to garbage trucks and other sanitation vehicles, fire trucks, ambulances, and utility trucks.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director: Hannah Williams

AN ORDINANCE OF THE CITY COUNCIL OF LENOIR, NORTH CAROLINA, DESIGNATING CERTAIN LAND GENERALLY LOCATED BETWEEN BLOWING ROCK BLVD AND ELLISON PLACE, SOUTHWEST OF SEEHORN ST, NORTH OF CRESTLINE PLACE, AND COMPRISED OF 1.84 ACRES, MORE OR LESS, AS CONDITIONAL ZONING DISTRICT #11 (CZ-11) ON THE CITY’S OFFICIAL ZONING MAPS; DIRECTING AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE.

Whereas, at its regularly scheduled meetings of July 22, 2024, the Lenoir Planning Board considered zoning application case number R3-24, requesting the Conditional Zoning district designation, for approximately 1.84 acres of land, described by the legal descriptions and parcel identification numbers attached to this ordinance as **Exhibit “A”** (hereinafter the “Property”); and

Whereas, the applicant desires to develop 11 single-family lots on the four undeveloped parcels on the western side of Ellison Place; and

Whereas, based upon the evidence presented to the Lenoir Planning Board, including the information and analysis contained in the staff report for application case number R 3-24 and subject to certain conditions, the Lenoir Planning Board recommended that the Lenoir City Council approve said conditional zoning application and adopt an ordinance in accordance therewith; and

Whereas, the Lenoir Planning Board has found that approval of the application is consistent with the City’s adopted Comprehensive Plan; and

Whereas, the Lenoir City Council hereby finds that this ordinance is consistent with the intent and purpose of the Conditional Zoning designation as established by Appendix A, Article V, Section 502, Lenoir City Code; 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. ZONING. After due notice and public hearing, and pursuant to Appendix A, Article XIV of the Lenoir City Code, and other relevant portions of the Lenoir City Code, the zoning designation for the Property is hereby changed from the B-6 district to Conditional Zoning district on the City’s Official Zoning Map (to be denoted as “CZ-11”), as depicted in Exhibit “B” to this ordinance.

SECTION 2. OTHER DEVELOPMENT LAWS. Except as expressly provided otherwise by this ordinance, the CZ-11 zoning district remains subject to all applicable federal, state, and local laws, and nothing in this ordinance shall be construed to exempt the Property from the lawful authority or jurisdiction of any federal, state, or local agency.

SECTION 3. DEFAULT ZONING DISTRICT. Except as expressly provided otherwise by this ordinance, the Property shall be governed by the land development regulations of the B-6 Transitional Business zoning district.

SECTION 4. SPECIAL CONDITIONS. The Conditional Zoning district for the Property is subject to the following special conditions:

1. **Concept Plan.** Subject to any modifications expressly contained in the text of this ordinance, development and maintenance of the Property must be consistent with the concept plan attached to this ordinance as Exhibit “B” (hereinafter the “Concept Plan”). In the event of a conflict between the text of this ordinance and the Concept Plan, the text of this ordinance shall control. References in this ordinance to lots, parcels, buildings, phases, and other development features refer to such features as identified on the Concept Plan.
2. **Variances.** Zoning variances to the standards of the default zoning district not modified by this ordinance may be approved pursuant to the procedures set forth in Appendix A, Article XIII, Section 1312.1 of the Lenoir City Code.
3. **Modification.** The special conditions specific to the CZ-11 zoning district may only be modified by application for a zoning map amendment following the procedures outlined in Appendix A, Article VIII, Section 820 of the Lenoir City Code.
4. **Permitted/Special Uses.** All uses permitted within the B-6 zoning district are allowed in CZ-11.
5. **Special Standards for Single-Family Development.**
 - a. Each lot will be a minimum of 6,000 square feet.
 - b. Houses shall be oriented to front along and accessed by Ellison Place.
 - c. Landscape Buffer: The mature treeline and natural buffer along the rear of the lots must be retained for single family development. If the natural buffer is removed or damaged, a fifteen (15) foot wide planted buffer strip shall be established and maintained in accordance with Sec. 712 of the Lenoir Zoning Ordinance.
 - d. A subdivision plat showing all new utilities, road layout, easements and setbacks, referencing this ordinance must be approved and recorded prior to any permitting.
6. **Access.**
 - a. A private shared driveway extending beyond the end of current city maintenance of Ellison Place shall be permitted for access to Lots 1, 2, and 3 as indicated on the Concept Plan. A shared driveway agreement detailing the private maintenance responsibility shall be drafted and recorded with the Register of Deeds and noted on the final subdivision plat. The shared driveway must provide access to and allow for all service vehicles, including utility, emergency, and sanitation vehicles. The shared driveway agreement must hold the City harmless for any driveway damage caused by city service vehicles.
 - b. The maintenance of Ellison Place shall be adequate for the ingress and egress of emergency vehicles.

SECTION 5. 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 6. EFFECTIVE DATE. This ordinance takes effect upon adoption.

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, the 8th and 15th days of August, 2024.

DONE, THE PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE, by an affirmative vote of the a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this 20th day of August, 2024.

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.]****

Exhibit A

As found on Deed Book 423, Page 201 and Deed Book 846, Page 308, and excepting land as described in Deed Book 715, Page 403. Also known as Parcel ID 09-117-1-1A and NCPIN 2850211695, Parcel ID 09-117-1-28 and NCPIN 2850212427, Parcel ID 09-117-1-27 and NCPIN 2850212266, and Parcel ID 09-117-1-1B and NCPIN 2850212174

Deed Book 423, Page 201

BEGINNING on an iron stake, Thad Mullis' corner, also the old Seehorn and Corpening corner, and runs with the old Seehorn and Corpening line South 4° West 363 feet to an iron pin in the Western margin of Highway No. 321, J. E. Broyhill's corner; thence with J. E. Broyhill's line North 9° 30' West 330 feet, more or less, to a point in Broyhill's line located South 69° 45' West 22 feet, more or less, from Thad Mullis' corner in the Eastern margin of Highway No. 321; thence North 69° 45' East 22 feet, more or less, to an iron stake, Thad Mullis' corner in the Eastern margin of Highway No. 321; thence with Mullis' Line North 69° 45' East 63 feet to the BEGINNING. Due allowance must be made for the highway right of way of Highway No. 321. Being a part of that tract of land conveyed by J. L. Cottrell, Trustee, to L. E. Corpening, by deed dated January 14, 1916, of record in the office of the Register of Deeds for Caldwell County, North Carolina, in Book of Deeds No. 95, at Page 377.

Deed Book 846, Page 308

PARCEL ONE:

Being a 64% undivided interest in and to the following described tract or part of land:

BEGINNING at a point in the center of U.S. Hwy. 321 in the City of Lenoir, North Carolina, at the point where said highway is intersected by Hospital Avenue, and running thence with the center of said U.S. Hwy. 321 in a southerly direction 734.25 feet to a point in the center of said highway; thence leaving said highway South 82°4'13" West 366.49 feet (crossing an iron pin at 50 feet and another iron pin at 333.66 feet) to an iron pin in the Joseph Wetson line thence with the Wetson line, the Ben Laney line and the Jane Bush line North 31°52'56" West 202.47 feet to an iron pin, the Jane Bush northeastern corner; thence with the Bush line South 58°6'17" West 148.95 feet to an iron pin; thence with the Jane Bush, Steven McDade and Ted Hairfield lines North 32°16'25" West 371.25 feet (crossing an iron pin at 367.72 feet) to a point in the southern margin of Hospital Avenue; thence with Hospital Avenue North 54°59'4" East 151.71 feet, North 58°35'12" East 178.97 feet, North 64°2'26" East 419.1 feet to the point of Beginning, containing 8.53 acres of which .93 acres is subject to a right of way to the North Carolina Department of Transportation for U.S. Hwy. 321, according to two surveys prepared by Western Carolina Surveyors, P.A., on October 29, 1984, and September 6, 1984.

N. C. Bar Assoc. Form No. 3A © 1977 - James H. Carter & Co., Inc., Box 127, Yadkinville, N. C. 27359
Printed by Agreement with the N. C. Bar Assoc. - 1981

Reference is made to deeds recorded in Deed Book 172 at Page 624, Deed Book 190 at Page 21, Deed Book 423 at Page 199 and Deed Book 199 at Page 46, Caldwell County Registry.

PARCEL TWO:

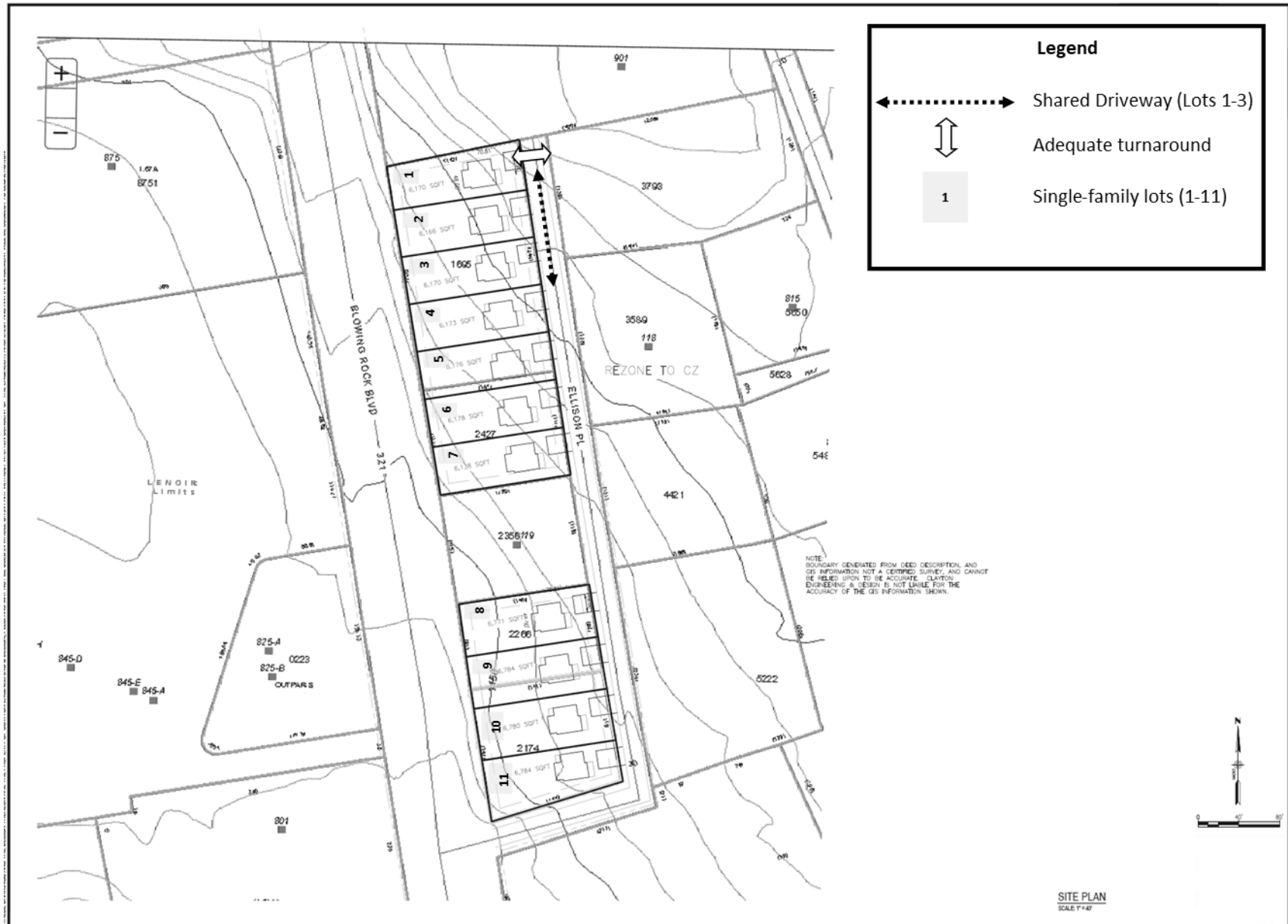
All of the right, title and interest that Thad M. Mullis owned at the time of his death in the property conveyed to him by deed dated October 6, 1956, and recorded in Book 320 at Page 427 of the Caldwell County Registry. It is recognized that the said Thad M. Mullis had conveyed away a substantial portion of the property described in said deed, and that he retained approximately 2.83 acres, more or less, which is the property being conveyed herein.

Deed Book 715, Page 403

BEGINNING on an iron pin located in the Western margin of a 30-foot street, said beginning corner being a new corner in Thad M. Mullis' line located North $79^{\circ} 22'$ West 193.22 feet from Cecil Whitener's Northwest corner, and runs with said margin of said street South $8^{\circ} 34'$ East 315.00 feet to an iron pin, a new corner; thence a new line South $81^{\circ} 26'$ West passing an iron pin located in the right of way line of Highway No. 321 at 130.72 feet, in all, 180.72 feet to the center of Highway No. 321; thence with the center of Highway No. 321 North $9^{\circ} 09'$ West 315.00 feet to a point in the center of said highway, a new corner in Mullis' line; thence a new line North $81^{\circ} 26'$ East, passing an iron pin in the edge of the right of way of Highway No. 321 at 50 feet, in all, 183.65 feet to an iron pin located in the Western margin of said 30-foot street, the BEGINNING CORNER, containing 1.32 ACRES, more or less.

BEING those premises conveyed from Thad M. Mullis and wife, Virginia B. Mullis to Thad McCoy Mullis, Jr., by deed dated May 15, 1965 and recorded in Book 502, page 204 of the Caldwell County Registry.

EXHIBIT B CONCEPT PLAN



Staff Report

CONDITIONAL ZONING REQUEST

CASE NUMBER R #3/24



LOCATION MAP/AERIAL PHOTOGRAPH



Subject Properties

Ellison Pl

SUMMARY

Owner

Virginia Maria Mullis

Applicant

David Reule

Location

Ellison Pl (east of US-321/BR Blvd.)

NC PINs

2850211695, 2850212427,
2850212266, 2850212174

Project Planner

Hannah Williams, AICP, CZO
Matt Duchan

Updated August 15, 2024

Applicant's Request:

The applicant is requesting a Conditional Zoning District for four (4) vacant properties to accommodate 11 single-family lots on Ellison Pl. The base zoning district for this request is proposed as its current zone, B-6.

Staff Recommendation:

Approval of the requested conditional zoning district (CZ-11) ordinance. Proposed conditions are listed on page 4 of this report.

Planning Board Recommendation:

Approval of the request.

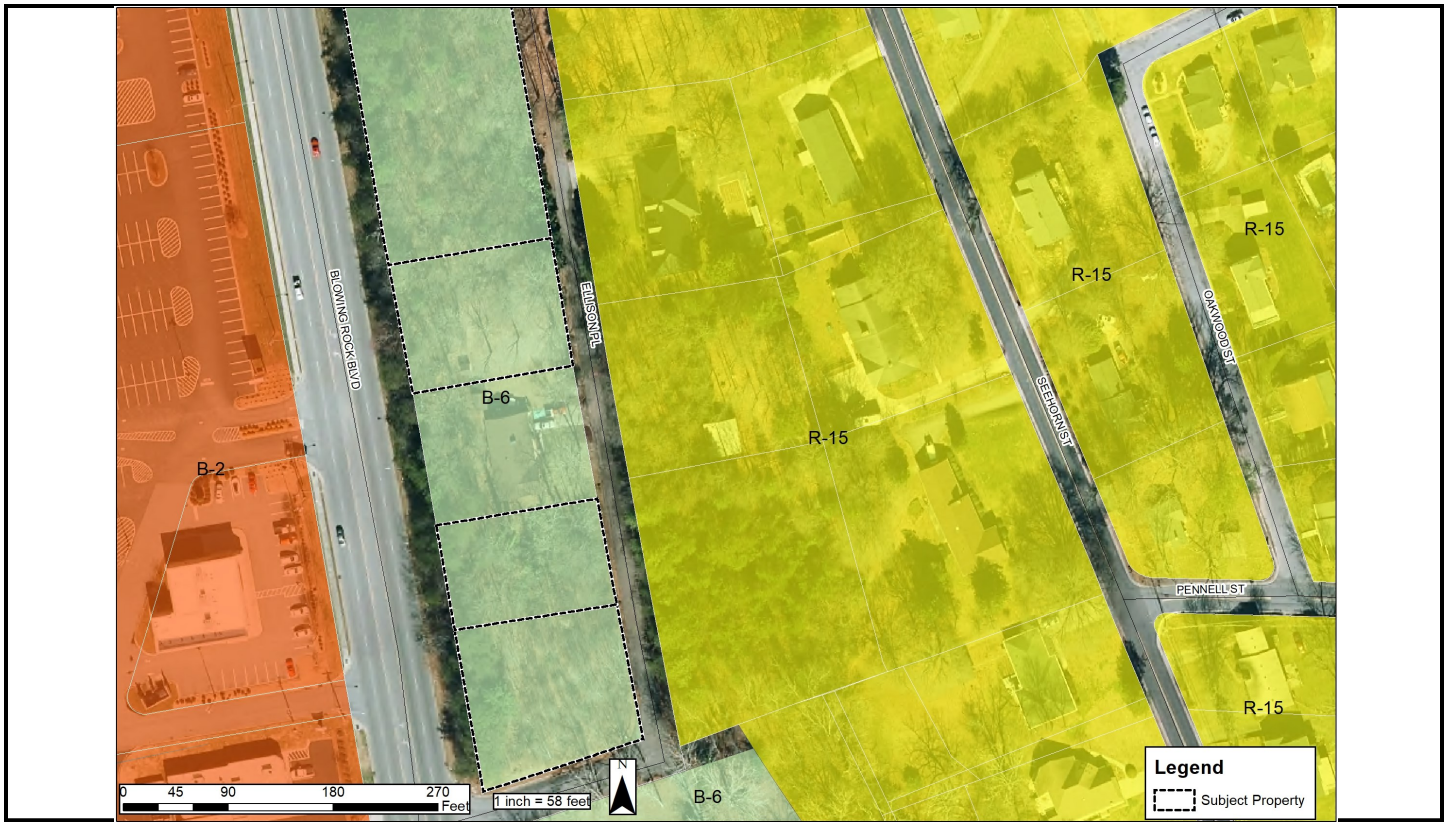
Public Comment:

A neighbor in attendance expressed opposition to the proposed request.

Planning Board Meeting: July 22, 2024. Notices were mailed to adjacent property owners on July 12, 2024.

City Council (Public Hearing): Scheduled for August 20, 2024. Notices were mailed to adjacent property owners on August 9, 2024. Notice of the meeting was published in the News-Topic on August 8 and 15, 2024. Notice has been posted on the property at least ten days in advance of the public hearing.

EXISTING ZONING



PROPOSED ZONING



BACKGROUND AND ANALYSIS

Intent of Conditional Zoning

The City of Lenoir's Zoning Ordinance establishes an official zoning map/atlas for the City of Lenoir. The zoning map may be amended from time to time by the City Council when public necessity, convenience, general welfare, or good zoning practice justifies the amendment. Conditional Zoning is intended for use in unique development scenarios when a development proposal does not fit into a conventional zoning district, but may be desirable and compatible with an area depending on the specific details of the project and its surroundings. The conditional zoning process gives the City sufficient flexibility to determine whether a specific project on a given site will be compatible with the environment and the Comprehensive Plan.

In considering a request for a Conditional Zoning District, the Planning Board and City Council may approve conditions or use limitations that are mutually agreeable to the applicant, property owner, and the City, thereby establishing a realm of acceptability for the particular use that will be neither arbitrary nor capricious, and will address the interests of the landowners, neighbors, and the public. Conditional Zoning is a legislative process requiring the Planning Board to review and make a recommendation to the City Council on the request. The Conditional Zoning District is adopted as a map amendment and by ordinance.

Subject and Surrounding Properties

The subject properties are on the western side of Ellison Place, and include lots that are .78 acres, .42 acres, .35 acres, and .29 acres, respectively totaling approximately 1.84 acres. The subject properties are undeveloped and are zoned for a mix of business and residential uses. The properties are located in the B-6 (Transitional Business) zoning district across US-321 from the North Hill Plaza Shopping Center which features Big Lots as the anchor tenant. Trinity Methodist Church (901 Seehorn St) borders the subject property to the north, and is zoned R-15. These lots along the western side of Ellison Place provide a narrow buffer between the commercial corridor of US-321 and the Seehorn/Lower Creek neighborhood. This property is centrally located and abuts a vast R-15 single-family zoning district to the east, while the businesses just south share the B-6 zoning designation. Across US-321 is zoned entirely B-2 general business.

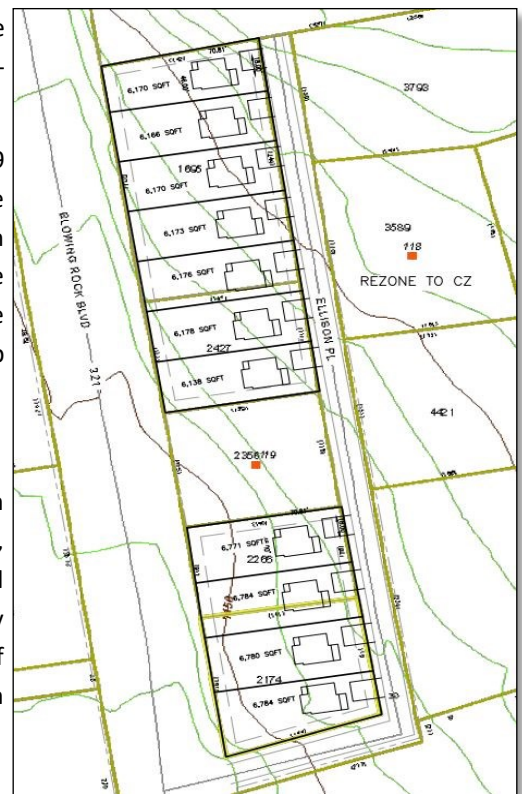
Ellison Place serves two houses. One is an established single-family house at 119 Ellison Place, in between the northern two and southern two subject lots. This house was built in 1962. This property is not part of the conditional zoning and will retain conventional B-6 zoning. The other home, 118 Ellison Place is on the opposite side from the subject property and was built in 1973. The rest of the properties on the eastern side of Ellison Place seem to be "through-lots," where their ownership matches the adjacent lot fronting Seehorn Street (see notification map on Page 1).

Proposed Development

The applicant is proposing to build 11 single family homes on this property, wherein each lot will be at least 6,000 square feet. Each property would require tree removal, grading, and feature retention of the mature natural buffer to screen the residential rear yard from US-321/Blowing Rock Boulevard. These homes would be served by city utilities (water/sewer), and would require sidewalk installation or a fee in lieu of construction. Ellison Place would also need to be extended to the last two lots on Ellison Place to serve all of the lots of this development.

Transportation

Access to these homes would be from Ellison Place, each outfitted with individual driveways. The driveways will be wide enough for two cars, leading into two car garages. Ellison Place is currently a road that receives next to no traffic as there are only



Applicant's site plan (see also Page 8)

BACKGROUND AND ANALYSIS

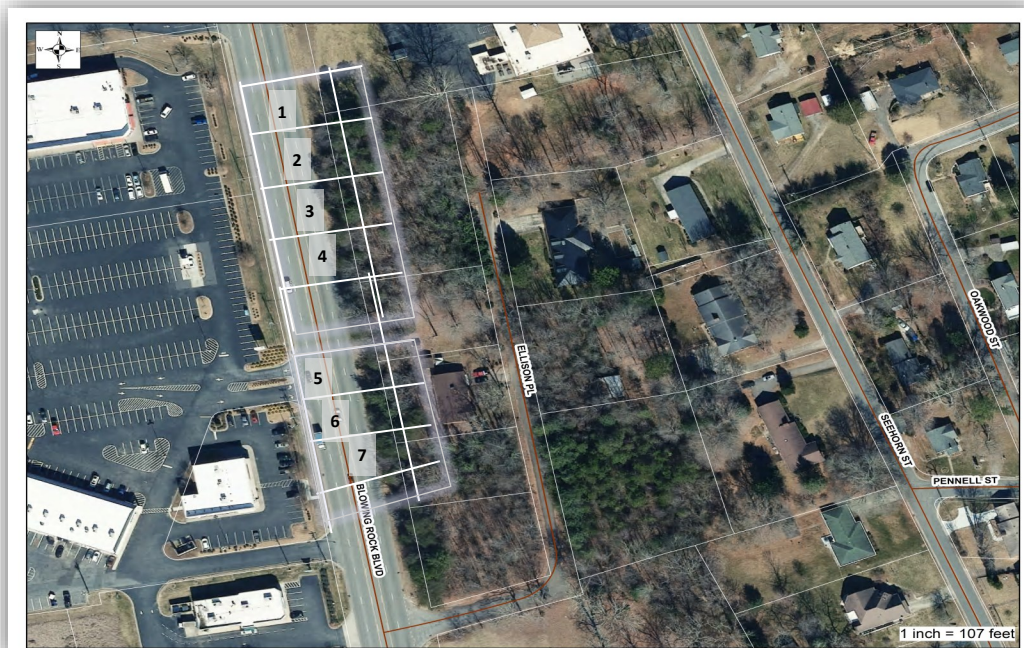
two houses along the road with no amenities or commercial facilities. Ellison Place is a “dead end.” While the ROW of this road extends to Trinity Methodist Church’s rear parking lot, the road is not paved to the end of the ROW. Ellison Place is accessed via 321 and is in close proximity to major shopping areas and both the Blowing Rock and Wilkesboro Boulevard corridors.

Ellison Place is a city-maintained road from its connection with US-321 to the end of the pavement, about where the driveway for 118 Ellison Place begins. The ROW for this road extends to the north past the end of the paving to the Trinity United Methodist’s property line. Since the applicant’s site plan proposes adding three lots beyond the paving, the road would need to be extended. The applicant proposes a private shared driveway for these three lots with a turnaround for service vehicles. A shared driveway agreement will be required to provide maintenance for the private section of road.

Zoning Analysis

The applicant’s reason for this request amounts to lowering the minimum lot size for single family development. The B-6 zoning district requires 10,000 square foot lots for single-family residences. As it stands today, the 1.84 acres (or, 80,150 square feet) of subject property could be subdivided into a maximum of 7 lots that would meet the required 10,000 square feet. The applicant is seeking to build 11 lots on Ellison Place, 4 more lots than what would currently be permissible. This is a justifiable change, since other residential uses are allowed at higher densities than this proposal. The B-6 zoning district allows for townhomes as well as multi-family dwellings at 7.2 dwelling units per acre. Townhomes would be permitted for a 15,000 square foot lot size, and up to 13 apartment units could be permitted by right on the same amount of land.

Staff analyzed the submitted site plan and the proposed development and found higher density single-family housing to be an appropriate use for the subject property. Narrow, compact lots with full-size homes would fulfill an ever-present need in Lenoir. Compact housing in the proposed style would help to serve a greater population of Lenoir residents and provide convenience and affordability in a desirable area. This would also provide infill development to existing lots on an existing city street. These lots are undeveloped, with no other development proposals. While “missing middle” housing is for all intents and purposes a primary concern for Lenoir, the housing stock in Lenoir is generally low regardless of type of development and cost.



Up to 7 lots would be permitted "by right" in the subject property under standard B-6 regulations.

BACKGROUND AND ANALYSIS (CONT.) - CONDITIONS

Proposed Conditional Zoning District: CZ-11 Specific Standards

Special conditions proposed for CZ-11 ordinance:

1. **Base Zoning.** Except as expressly provided otherwise by this ordinance, the Property shall be governed by the land development regulations of the B-6 Transitional Business zoning district.
2. **Permitted Uses.** All uses permitted within the B-6 zoning district are allowed in CZ-11.
3. **Special Standards for Single-Family Development:**
 - a. Each lot will be a minimum of 6,000 square feet.
 - b. Houses shall be oriented to front along and accessed by Ellison Place.
 - c. Landscape Buffer: The mature treeline and natural buffer along the rear of the lots must be retained for single family development. If the natural buffer is removed or damaged, a fifteen (15) foot wide planted buffer strip shall be established and maintained in accordance with Sec. 712 of the Lenoir Zoning Ordinance.
 - d. A subdivision plat showing all new utilities, road layout, easements and setbacks, referencing this ordinance must be approved and recorded prior to any permitting.
4. **Access:**
 - a. A private shared driveway extending beyond the end of current city maintenance of Ellison Place shall be permitted for access to Lots 1, 2, and 3 as indicated on the Concept Plan. A shared driveway agreement detailing the private maintenance responsibility shall be drafted and recorded with the Register of Deeds and noted on the final subdivision plat. The shared driveway must provide access and allow to all service vehicles, including utility, emergency, and sanitation vehicles. The shared driveway agreement must hold the City harmless for any driveway damage caused by city service vehicles.
 - b. The maintenance of Ellison Place shall be adequate for the ingress and egress of emergency vehicles.

SITE PHOTOS



Above: View from end of Ellison Place

Below: View from beginning of northernmost lot to end of Ellison Place



Above: View of US-321 through south lot.



Above: Extensive tree canopy throughout the four lots.



Above: 119 Ellison Place (Mullis property between the four lots)

CONSISTENCY STATEMENT

Consistency with the Comprehensive Plan/Reasonableness of Amendment

When adopting or rejecting any zoning amendment, City Council must adopt a brief statement describing whether or not the action is consistent with the City's Comprehensive Plan, in accordance with G.S. 160D-605(a), and must also address the reasonableness of any proposed map amendments. Staff offers the following draft statement on the consistency and reasonableness of the request.

The proposed Conditional Zoning Ordinance is consistent with the adopted Comprehensive Plan because it enables this area to protect the distinctive residential character of Lenoir's neighborhoods from the encroachment of inappropriate non-residential development. Provided that no businesses have opened in this transitional business zoning district, it would be more pertinent to provide housing in an area otherwise not providing a service to the public.

NEXT STEPS

The CZ-11 Ordinance changes the zoning standards for the property to allow the development concept proposed. However, the ordinance does not represent a permit for development. There are several more administrative steps the developer must take before construction is permitted. The following steps must occur prior to construction:

1. The Conditional Zoning ordinance will need to be approved by the City Council and recorded at the Register of Deeds.
2. The developer shall apply for a major subdivision, and the preliminary plat is reviewed by the Technical Review Committee and Planning Board, then voted on by City Council following a quasi-judicial hearing. Once infrastructure is installed to City standards, the final plat shall be accepted by City Council.
3. Each home will be permitted for zoning and driveway.

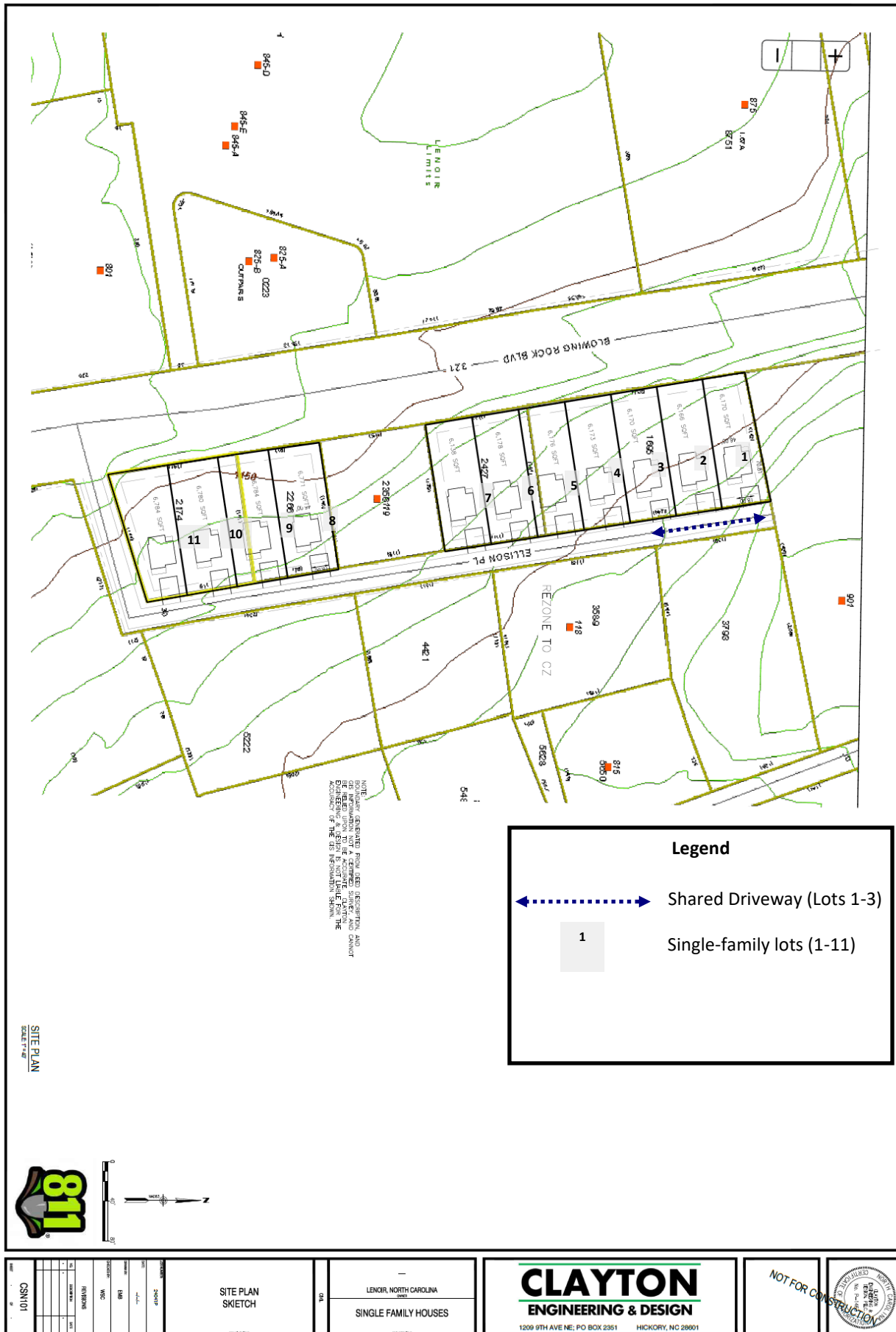
STAFF RECOMMENDATIONS

Staff recommends approval of the proposed rezoning to Conditional Zoning District (CZ-11) for nine new parcels to allow for 11 single-family homes along Ellison Place, with the conditions outlined in this report, based on the consistency statement on page 6.

PLANNING BOARD RECOMMENDATIONS

Planning Board recommends approval of the request by vote of 5 to 1, adding the condition that paving on Ellison Place is confirmed to be adequate for ingress and egress of city service vehicles and emergency vehicles including but not limited to garbage trucks and other sanitation vehicles, fire trucks, ambulances, and utility trucks.

APPENDIX A—APPLICANT-PROVIDED CONCEPT PLAN FOR CZ-11



CITY OF LENOIR**COUNCIL ACTION FORM: August 20, 2024****I. Agenda Item:**

SUP 2-24: The applicant is requesting a Special Use Permit to allow a church to operate in the auditorium and two classrooms at West Lenoir Elementary School at 117 Maple Dr.

II. Background Information:

An evidentiary hearing will be held to consider a special use permit request as submitted by Josh Clark to permit a church in the (R-12) Single-Family zoning district on property located at 117 Maple Dr.

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 church based on the findings on page 6 of the attached staff report and subject to the following conditions:

1. The applicant must maintain and improve upon landscaping where necessary on the site. A zoning permit will be required.
2. Any new lighting for the church use shall be fully cut-off and shielded so as to eliminate and minimize light spill-over onto adjacent residential properties.
3. The applicant must obtain zoning and sign permits from the Lenoir Planning Department within two years of the issuance of the SUP.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director: Hannah Williams



Staff Report

Special Use Permit

CASE NUMBER SUP #2/24

LOCATION MAP/AERIAL PHOTOGRAPH



Parcel addresses and owner information shown for all properties required to receive notice of these proceedings.

SUMMARY

Owner

HASO Holdings LLC (Jay Harrill)

Applicant

Outcast Community Church
(Josh Clark)

Location

117 Maple Dr NW

NC PIN

2749450612

Project Planner

Hannah Williams, AICP, CZO

Matt Duchan

Updated August 7, 2024

Applicant's Request:

The applicant is requesting a Special Use Permit for a church to locate in the former West Lenoir Elementary school.

Staff Recommendation:

Approval of the request.

Planning Board Recommendation:

Approval of the request.

Public Comment:

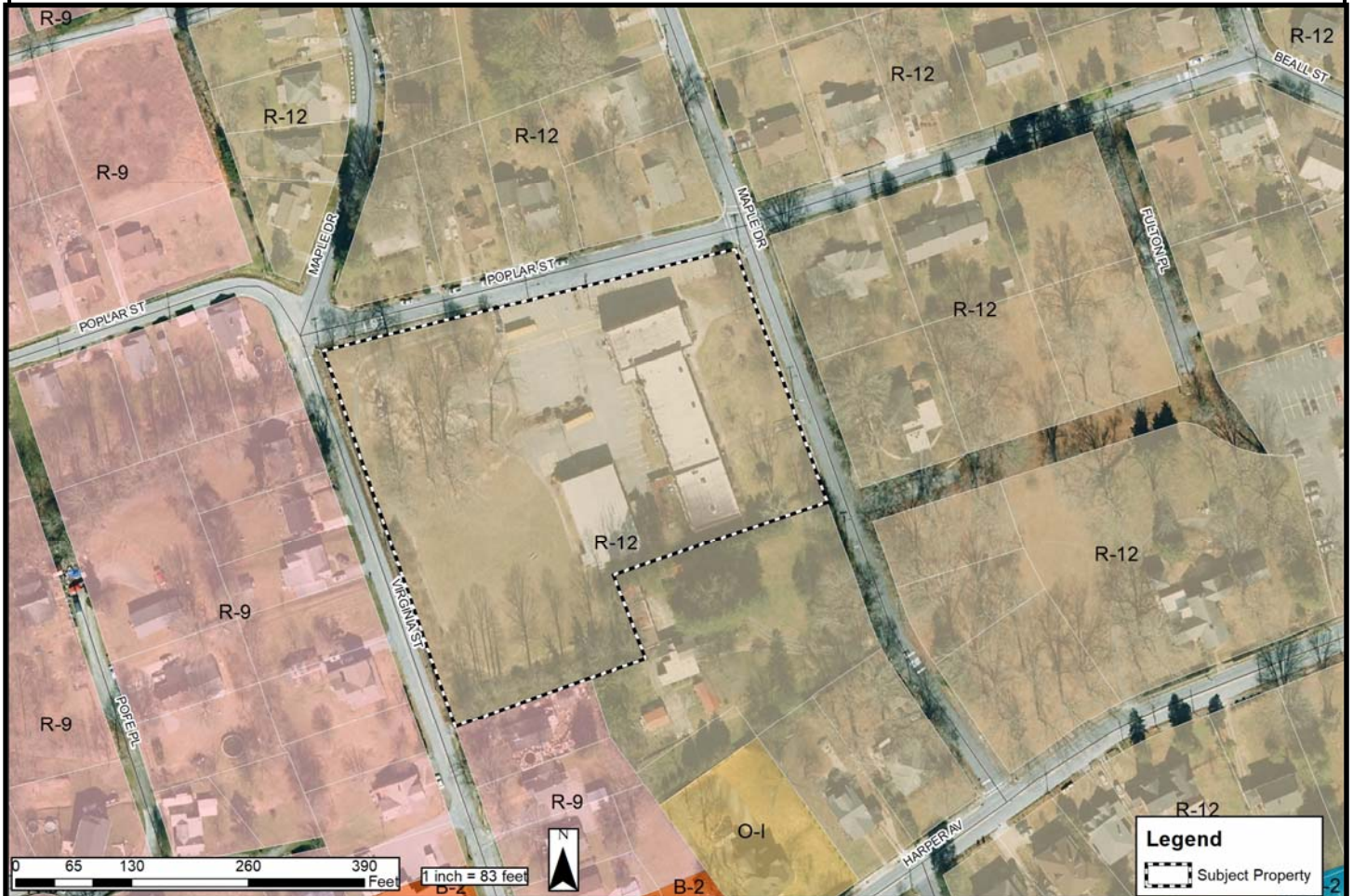
A neighbor in attendance vocalized opposition to the proposal.

Planning Board Meeting: Scheduled for July 22, 2024. Notices were mailed to adjacent property owners on July 12, 2024.

City Council (Public Hearing): Scheduled for August 20, 2024. Notices were mailed to adjacent property owners on August 9, 2024. Notice of the meeting was published in the News-Topic on August 8 and 15, 2024. Notice has been posted on the property at least ten days in advance of the public hearing.

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

ZONING MAP



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:

R - 12 Residential (Single-family) District is intended to establish and preserve land within the city for medium density single-family residences and compatible land uses. Regulations are designed to allow predominately single-family residences at medium densities, with duplex, townhome, low-rise apartments, and planned residential developments allowed at compatible densities as special uses. Any uses which would adversely affect or interfere with the residential character and development of these areas are excluded.

Subject and Surrounding Properties

The subject property is 4.01 acres and is zoned R-12. This single parcel includes the main West Lenoir Elementary School building with classrooms, as well as the auditorium on the north side of the building and the standalone gym on the south side of the property. There is a large parking lot as well as a small playground area on the west side of the parcel.

West Lenoir Elementary ceased operations at the close of the 2021-2022 school year. It was sold to HASO Holdings LLC in 2023. No other use or development has occurred on the site since the school closed.

The surrounding area largely features residential zoning. All parcels to the north and east including the subject property are zoned R-12 for single-family residential. Properties west of the subject parcel are zoned R-9 for multi-family residential but the majority of dwellings in this area are single-family. However, there is a long stretch of Lenoir Housing Authority properties along Poplar Street towards Creekway Drive. South of the property is a mix of B-2 and O-I zoning, which is customary for a main thoroughfare such as Harper Avenue.

Proposed Use

The applicant intends to turn the auditorium and two classrooms in the elementary school into a church with Sunday School. The remainder of the building will go unused. The gym and remaining classrooms will be untouched as part of this project. The applicant does not intend to make any changes to parking and will maintain existing fencing and landscaping on the property. The Lenoir Zoning Ordinance requires 3 spaces per 1000 square feet of gross floor area. The space the church will use is about 4,000 square feet, so it requires 12 spaces. The site contains 47 off-street parking spaces, which is more than enough of the required amount.

Church hours will be Sunday mornings. No major changes will be made to the property nor the buildings.

BACKGROUND AND ANALYSIS (CONT'D.)

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 policy goals regarding adaptive reuse. In the 2007 Comprehensive Planning Process, one of the citizens' biggest concerns was vacant and underused properties. Turning a vacant school into a church facility that could serve many families in the local community would address those citizens' concerns and help to further develop the area.

SITE PHOTOS



Above: Back of West Lenoir Elementary; auditorium (left), classrooms (right)



Above: Side entrance to Auditorium (top) and basement (bottom)



Above: Playground behind West Lenoir Elementary



Above: Front of West Lenoir Elementary Auditorium where church service will take place

SITE PHOTOS CONT'D.



Above: Maple Street along front of West Lenoir Elementary facing neighborhood park towards Harper Avenue



Above: Poplar Street along side of West Lenoir Elementary

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 applicant does not intend to make any structural or physical changes to the building nor any additions to accommodate a cultural/religious facility use.*
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. *The applicant will utilize the existing driveways to the existing parking areas. Off-street parking is large enough that it will limit traffic congestion in the neighborhood.*
3. Off-street parking and loading areas will be provided in compliance with the Zoning Ordinance. *The existing parking spaces will accommodate the applicant's parking needs and will be in compliance with the zoning ordinance.*
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. *All uses created by the church will be contained inside existing structures and will not affect surrounding areas in any way.*
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. *All landscaping is managed by the existing owners, HASO Holdings, and will comply with standards set out by the planning department concerning buffer standards (Sec. 712).*
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. *The applicant will use the existing signage incorporating the name and logo of the church, where necessary. Any exterior lighting will be incidental to the needs of the church use and will be fully shielded and cut off from spilling over onto residential property.*
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. *The applicant intends to wrap exterior doors in vinyl with Outcast Community Church logo displayed; a sign permit is required.. There will be no structural changes.*
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. *Sunday mornings are the hours of operation for the church and will always take place inside the building. There will be no neighbors affected unless they attend the church.*

STAFF RECOMMENDATIONS

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

1. *The applicant must maintain and improve upon landscaping where necessary on the site. A zoning permit will be required.*
2. *Any new lighting for the church use shall be fully cut-off and shielded so as to eliminate and minimize light spill-over onto adjacent residential properties.*
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. 817 (B-6 Transitional Business District Design Standards) of the Lenoir Zoning Ordinance.*

PLANNING BOARD RECOMMENDATIONS

Approval of the request, subject to the findings of fact and the conditions as recommended by staff.

APPENDIX A—APPLICANT'S RESPONSES

SPECIAL USE APPLICATION—PAGE 2

The Planning Board shall not recommend and the City Council shall not grant a request for a Special Use unless the requested use is (1) not detrimental to the public health or general welfare; (2) is appropriately located with respect to transportation facilities, water supply, fire and police protection, waste disposal and similar services; and (3) will not violate neighborhood character and not adversely affect surrounding land uses. To that end, the ordinance specifies criteria and standards that, when satisfied, allow the granting of the Special Use. In the spaces below, provide your responses as to how you believe your proposed project satisfies each of the standards. (Attach additional sheets as necessary.)

The Planning Board and City Council must find that ALL of the standards are met and may impose specific conditions to assure that the proposed use and its location will be harmonious with the area in which it is located and with the spirit of the zoning ordinance and to insure that the proposed use will not be detrimental to surrounding environment and property values.

Criteria for SUP approval

- (1) The proposed special use will comply with all height, yard, lot and area requirements and other regulations for the district in which it is located unless otherwise specified.
No structural or physical changes will be made to the existing building. Nothing added as well.
- (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.
We will utilize only the existing parking areas of the building.
- (3) Off-street parking will be provided in compliance with Section 1000 and off-street loading will be provided in compliance with Section 1001 of Lenoir's Zoning Ordinance.
~~Min~~ The building has two designated parking areas and should not require additional spots.
- (4) The establish of the special use will not hinder the normal and orderly development and improvement of surrounding property for uses already permitted in the district.
All use will be contained inside the existing structure and will not affect any surrounding areas
- (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.
All landscaping is managed by the existing owners HASS Holdings
- (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.
Any exterior signage will be limited to using the existing signs.
- (7) The exterior architectural appearance and function plan of any proposed building or structure will not vary greatly from any buildings or structures already constructed 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.
Our only plan is to wrap exterior doors in vinyl with our logo displayed. No structural changes at all.
- (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.
Use hours will be Sunday mornings and always contained inside the building. No effect on neighbors should be expected.

**LENOIR CITY COUNCIL
TUESDAY, AUGUST 6, 2024
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Todd Perdue, Ike Perkins, Ralph Prestwood, Kimmie Rogers, David Stevens, Crissy Thomas, City Manager Scott Hildebran, City Clerk Shirley Cannon and City Attorney Timothy Rohr.

CITY STAFF: In attendance was Finance Director Donna Bean, Deputy Fire Chief Kenny Nelson, Police Chief Brent Phelps, Police Major Andy Wilson, Planning Director Hannah Williams, Parks & Recreation Director Phil Harper, Public Services & Public Utilities Director Jeff Church, Communication Director Joshua Harris and Intern Kate Starr.

Also in attendance was News-Topic Reporter Shelby Powell.

ABSENT: Fire Chief Norman Staines, Main Street and Economic Development Director Brenda Floyd, Public Services & Public Works Public Services Director Jon Hogan.

I. CALL TO ORDER

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

**CONDOLENCES; FAMILY OF
MAYOR RICHARD TURNER:**

- B. On behalf of City Council, Mayor Gibbons asked everyone to remember the family of Richard Turner, Mayor of Belmont, in their thoughts and prayers as Mayor Turner unexpectedly passed away on July 31. Mayor Gibbons said Mayor Turner was well known across the state and active in the North Carolina League of Municipalities.

**INDUCTEES; CALDWELL COUNTY
BLACK HALL OF FAME:**

- C. On behalf of City Council, Mayor Gibbons extended congratulations to those individuals who were inducted into the Caldwell County Black Sports Hall of Fame in a ceremony held at the Martin Luther King, Jr. Center on Friday, August 2.

In addition, Mayor Gibbons commended Lester Whittington, Robin Scott along with all the other staff and volunteers who helped coordinate the 50th Annual Harambee Festival. The event began on Sunday, August 3 and ends on Friday, August 9. It is the oldest running festival in Caldwell County.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, July 16, 2024, as submitted.

- B. FY2023 Tax Settlement Report, FY2024 Tax Receipt Charge: In accordance with N.C.G.S. §105-321 and 352, Staff requests the FY2023 Tax Settlement Report and the FY2024 Tax Receipt Charge be authenticated by the City Council as submitted.
- C. Resolution of Intent; Sharon Street between Sharon Avenue & US-321: In accordance with N.C.G.S. §160A-299, Staff recommends Council adopt the Resolution of Intent, which calls for a public hearing to be held on Tuesday, September 17, 2024 to close the unopened Right-of-Way off Sharon Street between Sharon Avenue and US-321. The Resolution of Intent will be advertised in the Lenoir News-Topic for four (4) consecutive weeks for the street closure consistent with N.C.G.S. 160A-299 as submitted. (A copy of the Resolution of Intent is attached to these minutes as reference.)
- D. Campus Improvements Project – Construction Manager at Risk Selection: Following a thorough review and evaluation of each Statement of Qualifications submittal, Staff recommends entering into contract negotiations with J.M. Cope, Inc. to provide Construction Manager at Risk services for the Campus Improvements Project. J.M. Cope, Inc.'s qualification package demonstrated the firm's experience with similar historic renovation and redevelopment projects, an experienced team with members offering specific, pertinent areas of expertise, a thorough understanding of the Campus Improvements Project and a suitable approach to completion, and appropriate tools, technology, resources, and processes to perform the work in a responsible manner. Additionally J.M. Cope, Inc. is appropriately licensed and insured, is experienced in the CMaR project delivery method, and is currently working with Maurer Architecture on a similar project for a neighboring municipality.
- E. Bid Award-Rotary Soccer Complex Picnic Shelter: Staff recommends awarding the construction contract for the Rotary Soccer Complex Picnic Shelter to Brushy Mountain Builders, Inc. with a total contract amount of \$48,000.00. Brushy Mountain Builders, Inc. is the lowest, responsive responsible bidder and is appropriately licensed to complete the project. (A copy of the bid tab is attached to these minutes as reference.)
- F. Assistance to Firefighters Grant: Staff recommends Council approval to accept the Assistance to Firefighters Grant (AFG) to purchase various wildland personal protective equipment. The AFG will provide up to \$62,170.47 of federal funds to purchase the protective equipment and the City of Lenoir will provide a 5% match of \$3,108.53 as requested. The requested equipment is comprised of sixty-one (61) complete sets of wildland gear with each set to include an overshirt, overpants, helmet, gloves, goggles and boots. The grant further includes the purchase of eighteen (18) fire shelters to allow each on duty firefighter access to a fire shelter.

Upon a motion by Councilmember Perdue, City Council voted 7 to 0 to adopt items A through F on the Consent Agenda as described above and as recommended by City Staff.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

Items of Information

1. August Calendar: The calendar for the month of August was provided to City Council listing various committee meetings and events.
2. The 50th Annual Harambee Festival began on Sunday, August 4 and ends on Friday, August 9. Events are scheduled daily at the Martin Luther King, Jr. Center.

3. The City/County Services Committee will meet on Monday, August 12 at noon.
4. The ABC Board will meet on Thursday, August 15 at 1:30 p.m.
5. The Lenoir Tourism Development Authority will meet on Thursday, August 8 at 4:00 p.m. at City Hall, Third Floor.
6. The Lenoir Business Advisory Board will meet on Thursday, August 8 at 6:00 p.m. at City Hall, Third Floor.
7. The Southern Sundown 4 Miler Race will be held on Saturday, August 17 beginning at 7:00 p.m. The race begins and ends in downtown Lenoir.
8. The Parks and Recreation Advisory Board will meet on Monday, August 19 at 6:00 p.m. at Mulberry Recreation Center.

B. Items for Council Action

**AUTHORIZING RESOLUTION;
PROJECT COLA:**

1. Authorizing Resolution; NC Department of Commerce: If Council wishes to proceed with the grant submittal, City Council should adopt the enclosed Authorizing Resolution for the North Carolina Department of Commerce Building Reuse Grant Submission for "Project Cola."

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

Ashley Bolick, Director of the Caldwell County Economic Development, addressed City Council and also recognized Jesse Trivette, Economic Coordinator, who was in attendance. Ms. Bolick explained the North Carolina Department of Commerce requires a local government to serve as the formal applicant for the state grant funds on behalf of the company. Ms. Bolick shared a Canadian company has applied for a building reuse grant to locate their manufacturing, packaging and distribution facility to Lenoir. The grant request will be for \$140,000. The company would invest approximately \$2 million in the purchase and renovation of the building and create 18 full-time jobs over a two-year period with an expected average wage of \$49,333. In addition, Ms. Bolick stated the City of Lenoir would submit a letter of support along with the authorizing resolution following approval to the NC Department of Commerce.

Ms. Bolick further stated the Caldwell County Board of Commissioners would consider the project for financial incentives representing the required five percent local government grant match at a future meeting. Also, City Manager Scott Hildebran pointed out the 5% local match would be funded by the Caldwell County Sales Tax Reinvestment Fund.

Upon a motion by Mayor Pro-Tem Stevens, City Council voted 7 to 0 to adopt the Authorizing Resolution for the North Carolina Department of Commerce Building Reuse Grant Submission for "Project Cola" as submitted and as recommended.

**LENOIR-VALDESE WATER
INTERCONNECT AGREEMENT:**

2. Staff recommends City Council adopt the Water Purchase Interconnect Agreement between the City of Lenoir and the Town of Valdese as presented. This Water Purchase Agreement sets forth the terms of the Interconnect Agreement for a period of forty (40) years.

A copy of the Water Purchase Agreement is attached to these minutes as information.

City Manager Hildebran pointed out City Council previously authorized McGill Associates to conduct a study for alternative water sources along the Catawba River should anything ever occur at the City's water plant or if it had to be shut down for a period of time. Mr. Hildebran stated he met with state staff and legislators and noted the City of Lenoir received and has accepted a direct appropriation of \$17,000,000 (less loan fees) through the NC General Assembly to fund the undertaking of a project to interconnect the Lenoir and Valdese water systems. This project has been identified for several years on the Utilities Capital Improvements Projects (CIP). Mr. Hildebran also shared the Town of Valdese was awarded \$7,000,000 by the state for this project. Mr. Hildebran reiterated this Water Purchase Agreement sets forth the terms of the interconnect agreement for a period of forty (40) years.

In addition, Mr. Hildebran also thanked Representative Destin Hall, Senator Dean Proctor, Senator Ralph Hise and Senator Warren Daniel for all of their assistance and expertise regarding this project. Mr. Hildebran further reported the Town of Valdese currently has available excess capacity of treated water sufficient to supply the request of Lenoir of up to 4,000,000 gallons per day.

Moreover, N.C. General Statute 160A-460 through 160A-466, NC General Statute 160A-11 and N.C. General Statute 160A-322 authorize municipalities to enter into joint undertaking to own and operate a public enterprise. N.C. General Statute 160A-311(2) defines a public enterprise to include water supply and distributions systems. N.C. General Statute 160A-274 authorizes governmental units such as Lenoir and Valdese to exchange with, lease to, lease from, sell to, or purchase from one another an interest in real or personal property upon such terms and conditions as the governmental units deem wise. The City of Lenoir and the Town of Valdese both operate water distribution systems.

Following a brief discussion and upon a motion by Councilmember Thomas, City Council voted 7 to 0 to adopt the Water Purchase Interconnect Agreement between the City of Lenoir and the Town of Valdese as presented and as recommended.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

- A. There being no further business, the meeting was adjourned at 6:15 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

RESOLUTION OF INTENT

A Resolution Declaring the Intention of the Lenoir City Council as Petitioned by the Adjacent Property Owners to Consider the Closing the unopened Right-of-Way off Sharon Street between Sharon Avenue and US-321

WHEREAS, G.S. 160A-299 authorizes the Lenoir City Council to close public streets and alleys; and

WHEREAS, the Lenoir City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of the unopened Right-of-Way off Sharon Street between Sharon Avenue and US-321; and

NOW, THEREFORE BE IT RESOLVED by the Lenoir City Council that:

- (1) A meeting will be held at 6:00 p.m. on the 17th day of September, 2024, in the City/County Chambers, 905 West Avenue, to consider a resolution closing Sharon Street Right-of-Way.
- (2) The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in the News-Topic, or other newspaper of general circulation in the area.
- (3) The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent.
- (4) The City Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Any person with a disability needing special accommodations should contact the City Clerk's office 72 hours prior to the scheduled meeting time.

Adopted this the 6th day of August 2024.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk





City of Lenoir
Parks and Recreation Department - 2022 PARTF Projects
Rotary Soccer Complex Picnic Shelter
Bid Tabulation



Bidder	Total Base Bid
Wilkie Construction Company	\$48,383.00
Brushy Mountain Builders	\$48,000.00
VPC Builders	\$67,865.00

**Pricing is based upon the attached *Request for Proposals*. **

City of Lenoir
North Carolina Department of Commerce Building Reuse Grant
Request for Project Cola Authority to Apply
Authorizing Resolution

Whereas, Ashley Bolick, Director of the Caldwell County Economic Development, has been working with a Canadian Company to locate their manufacturing, packaging and distribution facility in Lenoir and:

Whereas, the North Carolina Department of Commerce Building Reuse Grant requires a local government to serve as the formal applicant for the State grant funds on behalf of the Company, and;

Whereas, this project will result in the creation of new jobs and private investment at their Lenoir facility and;

Whereas, the City of Lenoir wished to assist in this project by serving as the local government applicant for a Rural Building Reuse Grant for the project.

NOW THEREFORE BE IT RESOLVED, by the City of Lenoir, that the City Council of Lenoir supports Project Cola; and

BE IT FURTHER RESOLVED that the City of Lenoir will meet the local government 5% (\$7,000) match requirement through the Caldwell County Sales Tax Reinvestment Fund for the project; and

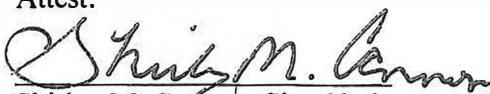
BE IT FURTHER RESOLVED that Scott Hildebran, City Manager, and successors so titled is hereby authorized to execute and file application on behalf of the City of Lenoir with the North Carolina Department of Commerce for grant assistance in the development of the project described above; and

BE IT FURTHER RESOLVED that the City of Lenoir has substantially complied or will substantially comply with all federal, state and local laws, rules, regulations and ordinances applicable to the project and the grants pertaining thereto.

Adopted this the 6th day of August 2024 in Lenoir, North Carolina.

Seal:

Attest:


Shirley M. Cannon, City Clerk


Joseph L. Gibbons, Mayor

STATE OF NORTH CAROLINA

COUNTY OF BURKE

WATER PURCHASE AGREEMENT

THIS WATER PURCHASE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024 by and between the Town of Valdese, a North Carolina municipal corporation, having a mailing address of P.O. Box 339, Valdese, NC 28690 (hereinafter referred to as "Valdese") and the City of Lenoir, a North Carolina municipal corporation, having a mailing address of P.O. Box 958, Lenoir, NC 28645 (hereinafter referred to as "Lenoir").

WITNESSETH

WHEREAS, N.C. Gen. Stat. §§ 160A-460 through 160A-466, N.C. Gen. Stat. § 160A-111 and N.C. Gen. Stat. § 160A-322 authorize municipalities to enter into joint undertakings to own and operate a public enterprise; and

WHEREAS, N.C. Gen. Stat. § 160A-311(2) defines a public enterprise to include water supply and distributions systems; and

WHEREAS, N.C. Gen. Stat. § 160A-274 authorizes governmental units such as Valdese and Lenoir to exchange with, lease to, lease from, sell to, or purchase from one another an interest in real or personal property upon such terms and conditions as the governmental units deem wise, with or without consideration; and

WHEREAS, Valdese and Lenoir are municipalities duly organized and existing under the laws of the State of North Carolina; and

WHEREAS, Lenoir, among its other functions, operates a water supply and distribution system serving water users within its boundaries, and is in need of an additional supply of treated

water; and

WHEREAS, Valdese, among its other functions, owns and operates a water supply and distribution system serving water users within its boundaries; and

WHEREAS, Valdese currently has available excess capacity of treated water sufficient to supply the request of Lenoir as set forth in this Agreement and to satisfy the present and anticipated needs of its customers; and

WHEREAS, Valdese desires to sell to Lenoir and Lenoir desires to buy from Valdese a supply of potable water as set forth herein; and

WHEREAS, Valdese and Lenoir have agreed upon certain terms regarding the sale of water as mentioned above, and now desires to set forth the terms of their Agreement; and

WHEREAS, by vote approved by the Town Council for the Town of Valdese at its meeting on August 5, 2024, the sale of said water to Lenoir as provided herein was approved, and the execution of this Agreement by Valdese was duly authorized; and

WHEREAS, by vote approved by the City Council for the City of Lenoir at its meeting on August 6, 2024, the purchase of said water from Valdese as provided herein was approved, and the execution of this Agreement by Lenoir was duly authorized,

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the parties agree as follows:

A. VALDESE'S OBLIGATIONS:

1. (Quality and Quantity) Subject to the remaining provisions of this Agreement, Valdese shall furnish to Lenoir at the point of delivery hereinafter specified, during the term of this Agreement or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State of North Carolina, Rules Governing Public Water Systems, 15 NCAC

18C, in such quantity as may be required by Lenoir and not to exceed Four Million (4,000,000) gallons per day except as set out in paragraph B.1. Lenoir shall not resell, give away, transfer or otherwise dispose of water purchased under this Agreement to anyone other than Lenoir customers without the prior written consent of Valdese.

2. (Point of Delivery and Pressure) Valdese shall furnish water at a reasonably constant pressure from an existing main supply line owned by Lenoir. The point of delivery shall be at a meter vault that includes appropriate meter size and backflow apparatus provided by Lenoir. If a greater pressure than that normally available at the point of delivery is required by Lenoir, the cost of providing such greater pressure shall be borne by Lenoir. The water purchased by Lenoir from Valdese shall be transmitted on a continuous basis except for unforeseen circumstances and emergency failures of pressure or supply due to main supply line breaks, power failure, water source contamination, flood, drought, fire and use of water to fight fire, earthquake or other catastrophe. In the event of an unforeseen circumstance or emergency, Valdese shall notify Lenoir of the circumstances and provide timely updates so as to keep Lenoir informed of the status and nature of repairs.

3. (Metering Equipment) The metering equipment that will be located on Valdese property shall be furnished by Lenoir and dedicated to Valdese. Lenoir staff/designee shall be granted reasonable access to Valdese facilities for maintenance of Lenoir's equipment located on Valdese property. Future repairs or replacement to meter equipment shall be the responsibility of Lenoir. Recalibration of meter equipment shall be done annually by Lenoir. Additional calibrations beyond the annual will be covered by the party initiating the calibration. This meter shall be read by Valdese between the fourteenth (14th) and seventeenth (17th) of each billing cycle.

An appropriate official of Lenoir shall have access at all reasonable times to the meter for the purpose of verifying its readings.

4. (Billing Procedure) Valdese shall provide to Lenoir, between the first (1) day and the fifth (5) day of the billing month a statement of the amount of water furnished to Lenoir during the preceding billing cycle. Water bills are considered past due after the 15th of the billing month at 5:00 pm. After 5:00 p.m. on the 15th of the month, a ten percent (10%) penalty will be added to any outstanding balance to such account. If payment is not received by 5:00pm on the 25th of the month, a non-payment fee of \$25 will be added to the account and water service may be cut off until the account balance is paid in full. If payment is not received by 5:00 pm on the 25th of the following month, this shall constitute a material breach of this Agreement, and Valdese may terminate this Agreement as provided in Paragraph C.6. If the 25th falls on a Saturday, Sunday, or a holiday, the customer will be given until 5:00 pm, on the next working day to pay their bill before a penalty charge and/or non-payment fee is added.

B. LENOIR'S OBLIGATIONS:

1. (Rates and Payment Dates) See above A.4 for payment dates and penalties. The rate shall be \$2.50 per thousand (1000) gallons of water purchased, up to 4,000,000 gallons. Valdese will bill by rounding up to the nearest thousand (1000) gallon. For example, if Lenoir uses 500,001 gallons, billing will be based on 501,000 gallons. Lenoir shall use its best efforts not to exceed 4,000,000 gallons per day without the advance written consent of Valdese. Above 4,000,000 gallons, rate per gallon of water purchased shall be as follows:

<i>Gallons</i>	<i>Rate</i>
4,000,001 to 6,000,000 gallons	Fiscal year base rate per 1000 gallons x 5%
6,000,001 or more	Fiscal year base rate per 1000 gallons x 10%

2. (Rate Increases) The rate per thousand (1000) gallons of water purchased may be increased on the first billing cycle applicable to each new fiscal year. The fiscal year rate increase may be no more equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water and Sewage Maintenance) U.S. City Average, as published by the U.S. Bureau of Labor Statistics. Rates will be adjusted using the "Unadjusted percent change" for the month of February average CPI compared to the preceding 12 months, or by 2%, whichever is greater.

3. (Minimum Usage) Lenoir agrees to purchase a minimum volume of 0.30 MGD (million gallons per day).

C. IT IS FURTHER AGREED BETWEEN VALDESE AND LENOIR AS FOLLOWS:

1. (Term of Agreement) This Agreement shall extend for a term of forty (40) years from the date of the initial delivery of water as shown by the first bill submitted by Valdese to Lenoir and, thereafter may be automatically renewed annually unless a six month written notice by either Valdese and Lenoir to modify or terminate the agreement.

2. (Emergency Services) Valdese and Lenoir shall endeavor to provide such quantities of water each to the other as may be needed in the case of emergency water needs, such as water source contamination, production facility failure, natural disaster, or other catastrophe. The cost of such water shall be at the rate described in Paragraph B. 1.

3. (Delivery of Water) Lenoir shall notify Valdese in writing of the date for the initial delivery of water.

4. (Failure to Deliver) Valdese will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish Lenoir with quantities of water required under the terms of this Agreement by Lenoir. Temporary or partial failure to deliver water shall be remedied with all possible dispatch. Notwithstanding the foregoing, Valdese

retains the right to restrict the amount of water it furnishes under this Agreement, if it determines in its sole discretion that such restriction or cessation is necessary or prudent in order to safeguard Valdese's ability to provide adequate water service to the retail customers of its own system.

5. (Modification of Agreement) The provisions of this Agreement may be modified or altered by mutual written agreement of the parties.

6. (Termination) This Agreement may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Agreement and if the failure is not corrected within thirty (30) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by applicable law. Termination of this Agreement shall not form the basis of any claim for loss of anticipated profits by either party.

7. (Notices) Any notice required to be given hereunder by Valdese to Lenoir shall be made by Valdese in writing and mailed by first class mail or transmitted by email to the City Manager, City of Lenoir, at the following address: P.O. Box 958, Lenoir, NC 28645, or by email to the City Managers email address displayed on the City of Lenoir website. Notice shall be effective upon receipt. Any notices required to be given hereunder by Lenoir to Valdese shall be made by Lenoir in writing and mailed by first class mail or transmitted by email to the Town Manager, Town of Valdese, at the following address: P.O. Box 339, Valdese, NC 28690, or by email to the Town Managers email address displayed on the Town of Valdese website. Notice shall be effective upon receipt.

8. (Regulatory Agencies) This Agreement is subject to such rules, regulation, or laws as may be applicable to similar agreements in this State, and Valdese and Lenoir will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

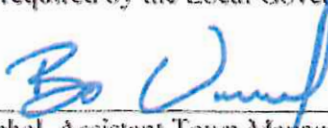
9. (Governing Laws) This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Burke and the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in duplicate counterparts, each of which shall constitute and original.

Signatures Appear on the Following Pages.

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to North Carolina General Statute § 159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.


Bo Weichel, Assistant Town Manager / CFO

Approved as to form on behalf of the Town this 5th day of August, 2024.


Timothy D. Swanson, Town Attorney

IN WITNESS WHEREOF, the Town of Valdese has executed this Agreement effective as of the date first written above.

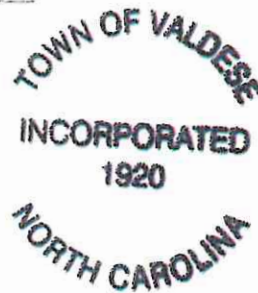
THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

(SEAL)

ATTEST:


Jessica Lail, Town Clerk

By: 
Charles Watts, Mayor



PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to North Carolina General Statute § 159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

Donna Bean
Donna Bean, Finance Director

Approved as to form on behalf of the City of Lenoir this 6th day of August, 2024.

Timothy J. Rohr
Timothy J. Rohr, City Attorney

IN WITNESS WHEREOF, the City of Lenoir has executed this Agreement effective as of the date first written above.

(SEAL)

ATTEST:

Shirley M. Cannon
Shirley M. Cannon, City Clerk

CITY OF LENOIR,
a North Carolina Municipal Corporation

By: Joseph L. Gibbons
Joseph L. Gibbons, Mayor

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

CITY OF LENOIR

COUNCIL ACTION FORM

- I. Agenda Item:** Consideration to approve the resolution accepting the offer to purchase, from Sealed Air Corporation, the fire pump house located on their property. The offer is for \$1,000 and was subject to the upset bid process. There were no upset bids.

Background Information: In 1978 International paper built the facility that currently houses Sealed Air Corporation. At this time the Town of Hudson Water department began supporting the fire pump with repairs and alarm monitoring. In 1979 the fire pump premise was, by warranty deed, conveyed to the Town of Hudson and its successors. In 1993 Sealed Air purchased the site. Hudson Water department continued support of the fire pump station. In 1999, the City of Lenoir purchased the Town of Hudson water system and, as a successor, received the fire pump property. Sealed Air Corporation has, for the past 20+ years, maintained the fire pump and house. Since Sealed Air Corporation maintains all aspects of the facility, except for paying the power bill, the company feels it is in their best interest to own the fire pump premises outright.

§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)

- II. Staff Recommendation:** Staff recommends City Council approve the resolution to sell the fire pump premises located at 2001 International Blvd, Hudson, NC 28638 to Sealed Air Corporation, as presented.

III. Reviewed by:

City Attorney: yes

Finance Director: _____

Public Works/Public Utilities Director: Jeff Charek

City of Lenoir

Resolution Authorizing Sale of Property

August 20, 2024

WHEREAS, the City of Lenoir owns certain property, the fire pump premises described as follows in that Special Warranty Deed at Volume 724, Page 296 ("the Property"):

Starting at a reference point, a point in the center line on the C and NW Railroad Track, said point also being in the center line of a 40 foot street leading from old Highway 321 in the International Paper Company line: thence two reference lines as follows: South 25°31 '09" East 20.00 feet to a point in the center of the railroad track; South 63°09'26" West 50.01 feet to an iron stake on the west right-of-way of the railroad track, the true point of beginning; thence with the right-of-way for two calls South 25°31 '09" East 30.90 feet to an iron stake: South 28°41 '31" East 9.10 feet to an iron stake; thence leaving the right-of- way for three new calls: South 68 °09'26" West 50.50 feet to an iron stake; North 25°31 '09" West 40.00 feet to an iron stake; North 63°09'26" East 50.00 feet to an iron stake, the true point of beginning, containing 2,002 square feet by coordinates as surveyed by Western Carolina Surveyors, T. R. Bishop, R.L.S., on the 2nd day of January, 1979;

And

WHEREAS, N.C. Gen. Stat. § 160A-269 permits the city to sell property by upset bid after receipt of an offer for the property; and

WHEREAS, the City has received an offer to purchase the Property described above, in the amount of \$1,000, submitted by Sealed Air Corporation of Hudson, NC; and

WHEREAS, the City followed the upset bid procedure required by N.C. Gen. Stat. § 160A-269 and received no additional offers for the Property.

THEREFORE, the City Council of the City of Lenoir resolves that:

1. It authorizes the sale of the Property to Sealed Air Corporation.
2. The terms of the final sale are that:
 - a. The buyer must pay with cash or certified funds at the time of closing.

b. The buyer must assume all property taxes associated with the Property.

c. The buyer must pay all recording fees regarding the transfer of the Property from the City to the buyer.

d. The Property will be sold as-is, with no warranties other than warranties of title.

This ____ day of August, 2024.

Joseph L. Gibbons, Mayor

Attest:

Shirley M. Cannon, Clerk

CITY OF LENOIR

COUNCIL ACTION FORM

- I. Agenda Item:** Consideration of Engineering Service Contract with McGill Associates for the Harper Avenue Sewer Line Replacement Project.

Background Information: The City of Lenoir lists the proposed project titled the Harper Avenue Sewer Line Replacement Project on the current CIP and included in the current fiscal year's budget. The Harper Avenue sewer replacement project general involves the replacement of approximately 2,000 linear feet of an existing 8-inch diameter gravity sewer line that is a contributor to inflow and infiltration and has limited capacity due to pipe degradation. Additionally, the project may include the replacement and/or the remediation of manholes. A Request for Qualifications process was initiated and three firms submitted qualifications. These firms are:

Goodwyn Mills Cawood
McGill Associates
Wetherill Engineering

After review of the qualifications, City staff recommends the approval of McGill Associates for the project. Included is a copy of McGill's qualifications, the rating sheet and a proposed contract.

- II.** McGill Associates received the highest rating after the RFQ process as the engineering firm most advantageous for the City for this project. The RFQ was advertised and published on the City of Lenoir webpage and posted on the NC electronic Vendor Portal. McGill and Associates has provided a contract for services to provide the engineering services throughout this project.

The cost summary for the project services is as follows:

Design Phase	\$46,000
Bidding and Award Phase	\$5,000
Construction Phase	\$34,000
Additional Services	<i>Hourly Basis</i>

- III. Staff Recommendation:** Staff recommends City Council approval to enter into a contract for engineering services with McGill Associates for the Harper Avenue Sewer Line Replacement Project.

- IV. Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: Jeff Church

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the _____ day of _____ 2024, by and between the **City of Lenoir** (OWNER) and **McGill Associates, P.A.** (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the Project entitled **Harper Avenue Sewer Replacement** as generally described in Attachment "A", and

WHEREAS, the ENGINEER desires to render professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

- 1.1. The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the Project; serve as OWNER's professional engineering representative for the Project; and provide professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2. The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services.
- 1.3. The ENGINEER shall assist in the pursuit of obtaining approvals and permits from governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.
- 1.4. The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.5. The ENGINEER shall comply with applicable federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any subcontract written by him in association with this Agreement.

SECTION 2 - BASIC SERVICES

2.1 DESIGN PHASE

- 2.1.1 Consult with the OWNER to discuss project objectives for concurrence and acceptance.
- 2.1.2 Conduct a route survey to provide topography of the proposed work area and to locate existing conflicts. The survey will include a determination of rim and invert elevations for existing manholes in the proposed work area, for the upstream manhole on each existing connecting sewer line, and for several downstream existing manholes.
- 2.1.3 Prepare planning documents including preliminary design, sewer routing, and design calculations.
- 2.1.4 Review preliminary design with OWNER for concurrence and acceptance.
- 2.1.5 Coordinate the provision of any subsurface investigation by others, if any, and assist with solicitations and preparing site maps identifying test locations.
- 2.1.6 Prepare bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including all design functions and coordination for all construction sequencing of the Project as determined in the Engineering Report.
- 2.1.7 Prepare and submit permit application and supporting documents to NCDEQ Division of Water Resources to assist in obtaining the construction approval.
- 2.1.8 Prepare and submit permit application and supporting documents to NCDEMLR Land Quality Section to assist in obtaining the erosion and sediment control approval, if required.
- 2.1.9 Respond to review agency comments and modify documents as necessary to achieve permit approvals, if required.
- 2.1.10 Prepare opinion of probable cost after submission of plans and specifications and advise the OWNER of any adjustment of the Project cost caused by changes in scope, design requirements or construction costs.
- 2.1.11 Furnish up to two (2) hard copies of the final design documents to the OWNER.

2.2 BIDDING AND AWARD PHASE

- 2.2.1 Assist the OWNER with informal bidding, receiving, opening and evaluating bids.
- 2.2.2 Consult with and advise the OWNER as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible bidder.
- 2.2.3 Assist the OWNER in the preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

2.3 CONSTRUCTION PHASE

Upon successful completion of the Bidding and Award Phase, ENGINEER shall:

- 2.3.1 Schedule a Pre-Construction Conference with the OWNER, Contractor, ENGINEER and other applicable parties to assure discussion of all matters related to the Project. Prepare and distribute minutes of the Pre-Construction Conference to all parties.
- 2.3.2 Provide General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, which shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ENGINEER shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 2.3.3 Provide a Construction Field Representative (CFR) to periodically observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor.
- 2.3.4 The total construction contract time is planned to be two (2) months. As part of this contract, field observation will be provided by a CFR on a part-time basis during active work. Additional CFR time or construction phase services provided beyond this timeframe will involve an increase in the payments to the ENGINEER as Additional Services under Section 3 of this Agreement.
- 2.3.5 The purpose of ENGINEER's visits and the representation by the Construction Field Representative, (CFR) at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees

the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. However, ENGINEER shall give prompt notice to the OWNER whenever ENGINEER observes or otherwise becomes aware of any defect in the Project or of any material deviation of Contractor's work from the Contract Documents.

- 2.3.6 Review and determine the acceptability of any schedules that Contractor is required to submit to ENGINEER, including Progress Schedule, Schedule of Submittals and Schedule of Values.
- 2.3.7 Review and take action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and any actions will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same, shall be deemed as Additional Services.
- 2.3.8 Schedule monthly construction progress meetings during active work periods with the OWNER, Contractor, ENGINEER and all other applicable parties discuss matters related to the Project. Prepare and distribute minutes of the meeting to all parties.
- 2.3.9 Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's Work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities

specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

- 2.3.10 Require such testing of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
- 2.3.11 Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare documentation as required.
- 2.3.12 Issue instructions to the Contractor from the OWNER as to interpretations and clarifications to the project design plans, specifications and contract documents.
- 2.3.13 Prepare information required to resolve problems due to actual field conditions and to respond to Requests for Information (RFI) from the Contractor.
- 2.3.14 Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by OWNER or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if ENGINEER in its discretion concludes that to do so would be inappropriate. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 2.3.15 Recommend to OWNER that Contractor's Work be rejected while it is in progress if, on the basis of ENGINEER's observations, ENGINEER believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 2.3.16 Promptly after notice that Contractor considers the entire Work ready for its intended use, in company with OWNER, DWI, and Contractor, conduct a pre-final

observation site visit to determine if the Work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER, DWI, and Contractor.

- 2.3.17 In company with OWNER's and DWI's representatives, conduct a final site visit to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
- 2.3.18 Review Contractor's final application for payment and make recommendation as to approval once all issues with the project final observation site visit have been completed and resolved.
- 2.3.19 Prepare for the OWNER a set of record drawings showing changes made during the construction process, based on marked-up prints and other data furnished.
- 2.3.20 Provide or make available Project files and information to effect project closeout.

SECTION 3 - ADDITIONAL SERVICES

If authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types, which are not considered Basic Services under this Agreement.

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental site surveys necessary for the construction of the project.
- 3.4 Preparing easement maps or plats.
- 3.5 Preparing documents for alternate bids requested by the OWNER for work, which is not executed, or documents for out-of-sequence work other than agreed upon in the Design Phase.
- 3.6 Bidding the project multiple times either due to an insufficient number of bids, or due to the need or desire by the OWNER to re-bid the project.
- 3.7 Additional or extended services during construction made necessary by prolongation of the construction contract, award of multiple contracts, or default by the Contractor under any prime construction contract if such construction contract is delayed beyond the original completion date.
- 3.8 Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same General Conditions.
- 3.9 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.10 Evaluation of unsuitable subgrade materials during construction.
- 3.11 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise included in this Agreement.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to the requirements for the Project.
- 4.2 Assist the ENGINEER by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents and plans and any other data relative to the evaluation, design, and construction of the Project. Subject to the generally accepted standard of care, ENGINEER and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to the OWNER.
- 4.3 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions pertinent to the services in this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.5 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services under this Agreement, provided the same does not unreasonably interfere with the operation of the existing facilities.
- 4.6 Obtain any right-of-way easements from public bodies, entities or persons necessary for satisfactory construction of the Project.
- 4.7 Obtain any subsurface geotechnical investigations or other types of testing and analysis needed for the Project.
- 4.8 Pay for permit fees, and all costs incidental to advertising for bids, and receiving bids or proposals from licensed Contractors.
- 4.9 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor will or has used the monies paid to him under the construction contract.
- 4.10 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.11 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Sections 1.3 and 2.2 of this Agreement.
- 4.12 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.13 Bear all costs incident to compliance with the requirements of this Section 4, except where Contractor will assume responsibility for the same.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period, which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall provide the OWNER with a written schedule of completion for the services so authorized.
- 5.2 If the Project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

- 6.1.1 The OWNER agrees to pay the ENGINEER for Basic Services as outlined in Section 2 of the following lump sum and hourly fees, inclusive of all reimbursable expenditures.

Design Phase	\$46,000
Bidding and Award Phase	\$5,000
Construction Phase	\$34,000

6.2 PAYMENT FOR ADDITIONAL SERVICES

- 6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project in accordance with the attached ENGINEER's standard rate and fee schedule Attachment "B", which is subject to update on an annual basis.

6.3 TIMES OF PAYMENT

- 6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly statements for services rendered under this Agreement.

6.4 GENERAL

- 6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty days after receipt of the ENGINEER's bill therefor, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.
- 6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of a reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for unpaid reimbursable expenses.
- 6.4.3 If, prior to termination of this Agreement, any work performed by the ENGINEER, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 The OWNER has the right to terminate this agreement for any reason, and without cause by providing fifteen (15) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of ten (10) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination.
- 7.1.2 In the event of termination, as provided herein, the ENGINEER shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

7.2 OWNERSHIP OF DOCUMENTS

- 7.2.1 All documents, calculations, drawings, specifications, maps, field notes, data and other items generated during the performance of services shall be considered intellectual property and remain the property of the ENGINEER as instruments of service. After ENGINEER has been paid in full, the OWNER shall be provided a set of record drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for the purpose of making subsequent extensions or enlargements hereto and not for resale. Re-use for extension of the Project, or for new projects shall require written permission of the ENGINEER and shall entitle him to further compensation at a rate to be agreed upon by OWNER and ENGINEER at the time of such re-use.

7.3 CHOICE OF LAW

- 7.3.1 This Agreement shall be governed by the internal laws of the State of North Carolina.

7.4 OPINIONS OF PROBABLE COSTS

- 7.4.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable costs for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from opinions of probable costs prepared by him.
- 7.4.2 If the lowest bona fide proposal or bid exceeds the established Project construction cost limit, the OWNER will (1) give written approval to increase such cost limit, or (2) authorize negotiating or rebidding the project within a reasonable time. The providing of such service shall be the limit of the ENGINEER's responsibility in this regard and having done so, the ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

7.5 INSURANCE AND CLAIMS

7.5.1 ENGINEER shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations.

- A. AUTOMOBILE LIABILITY - Bodily injury and property damage liability insurance covering all owned, and hired automobiles for limits for bodily injury of not less than \$1,000,000 per person and \$2,000,000 per accident, and property damage limits of not less than \$1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
- B. COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability shall protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER'S behalf. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$1,000,000 each occurrence / \$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
- C. PROFESSIONAL LIABILITY – Insuring against professional negligence/ errors and omissions on an occurrence basis with policy limits of \$2,000,000 per claim/\$2,000,000 annual aggregate.
- D. WORKERS' COMPENSATION – Worker's Compensation insurance meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

7.5.2 ENGINEER's total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, members, partners, agents, employees, and sub-consultants, to the OWNER and to anyone claiming by, through, or under OWNER for any and all claims, losses, cost, or damages whatsoever arising out of, resulting from, or in any way related to the Project, this Agreement, or ENGINEER's performance, from any cause including but not limited to negligence, professional errors or omissions, strict liability, breach of contract, or indemnity, shall not exceed the total insurance proceeds paid on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of claims under the terms and conditions of ENGINEER's insurance policies applicable thereto.

7.6 SUCCESSORS AND ASSIGNS

7.6.1 The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this Agreement without

the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.7 INDEMNIFICATION

- 7.7.1 OWNER agrees to indemnify, defend and hold ENGINEER, its owners, agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against ENGINEER which arise in whole or in part out of the failure by the OWNER to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit "Scope of Services" and any Additional Services or from the inaccuracy or incompleteness of information supplied by the OWNER and reasonably relied upon by ENGINEER in performing its duties or for unauthorized use of the deliverables generated by ENGINEER.

7.8 ENTIRE AGREEMENT

- 7.8.1 This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

McGILL ASSOCIATES, P.A.

By: _____

Douglas Chapman, PE
Principal – Hickory Office Manager

CITY OF LENOIR

ATTEST: _____

Shirley M. Cannon
City Clerk

By: _____

Scott Hildebran
City Manager

PRE-AUDIT CERTIFICATION:

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: _____

Donna Bean, Finance Director
City of Lenoir

APPROVED AS TO LEGAL FORM:

By: _____

Timothy J. Rohr, Wilson Lackey, Rohr & Hall, P.C.
City Attorney

ATTACHMENT “A”**PROJECT UNDERSTANDING****HARPER AVENUE SEWER REPLACEMENT**

The Harper Avenue Sewer Replacement project generally involves the replacement of approximately 1,400 linear feet of an existing 8-inch gravity sewer line that is a contributor to inflow and infiltration and has limited capacity due to insufficient pipe slopes. The proposed sewer is planned to parallel a tributary to Zacks Fork Creek and the existing sewer within the existing sewer easement. The sewer is expected to begin at the downstream end connecting to an existing sewer line located on NCPIN 2759079256 (Shields of Lenoir Inc), then extending northwest through the City's existing sewer easement to NCPIN 2749989016 (U Save Mart LLC), if funds allow. If easements are necessary for installation of the sewer line and/or to gain access to the existing sewer easement, the City will be notified.

ATTACHMENT “B”

FEE SCHEDULE

BASIC FEE SCHEDULE

July 2024

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$300			
Principal – Regional Manager – Director	\$245	\$255	\$280	\$290
Practice Area Lead	\$220	\$240	\$270	\$280
Senior Project Manager	\$220	\$235	\$260	\$270
Senior Engineer	\$220	\$235	\$260	\$270
Project Manager	\$190	\$205	\$210	\$215
Senior Project Engineer	\$190	\$205	\$210	\$215
Project Engineer	\$155	\$165	\$175	\$185
Engineering Associate	\$135	\$140	\$145	\$150
Planner- Consultant – Designer	\$140	\$150	\$175	\$190
Engineering Technician	\$120	\$135	\$140	\$150
CAD Operator – GIS Analyst	\$100	\$110	\$120	\$130
Construction Services Manager	\$155	\$165	\$180	\$200
Construction Administrator	\$130	\$145	\$155	\$165
Financial Services Manager	\$140	\$150	\$160	\$170
Grant Administrator	\$125	\$140	\$150	\$160
Construction Field Representative	\$105	\$115	\$125	\$140
Environmental Specialist	\$105	\$115	\$120	\$125
Administrative Assistant	\$85	\$90	\$100	\$115
Survey Party Chief	\$100	\$115	\$130	\$150
Survey Field Technician	\$85	\$90	\$95	\$100

EXPENSES

- a. Mileage - \$0.70/mile
- b. Flow Monitoring Equipment: Pressure Flow Meter- \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- c. Robotics/GPS Equipment: \$30/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

Scoring Rubric**Harper Avenue Gravity Sewer Replacement RFQ Rubric**

All evaluation factors should be rated 1-10 and entered into the box. Formula at total will apply weight.

EVALUATION FACTORS

1. 20% = Qualifications of key staff members.
2. 20% = Firm's relevant wastewater project experience.
3. 20% = Working knowledge of municipal wastewater infrastructure.
4. 40% = Successful past performance on City of Lenoir infrastructure projects.

Score 1-10 for each factor

COMMITTEE MEMBERS

Derek Goble
Brandon Goble
Jon Hogan
Jeff Church

RESPONSIVE FIRMS

Firm 1: Goodwyn Mills Cawood
Firm 2: McGill Associates
Firm 3: Wetherill Engineering

Derek Goble								
FACTOR	Firm 1	Firm 2	Firm 3					
1	10%	10%	10%					
2	6%	10%	7%					
3	7%	9%	7%					
4	7%	10%	8%					
TOTAL	7.40	9.80	8.00					
Brandon Goble								
FACTOR	Firm 1	Firm 2	Firm 3					
1	10%	10%	10%					
2	7%	9%	6%					
3	7%	9%	7%					
4	7%	9%	7%					
TOTAL	7.60	9.20	7.40					
Jon Hogan								
FACTOR	Firm 1	Firm 2	Firm 3					
1	8%	10%	10%					
2	9%	10%	8%					
3	10%	10%	8%					
4		10%	9%					
TOTAL	5.40	10.00	8.80					
Jeff Church								
FACTOR	Firm 1	Firm 2	Firm 3					
1	10%	10%	10%					
2	10%	10%	10%					
3	10%	10%	10%					
4	8%	10%	9%					
TOTAL	9.20	10.00	9.60					
FACTOR	Firm 1	Firm 2	Firm 3					
TOTAL:	7.40	9.75	8.45					

City of Lenoir

Harper Avenue Sewer Replacement



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04	Relevant Project Experience	12-14

July 11, 2024

Dr. Jeff Church
Public Utilities Director
801 West Avenue NW
Lenoir, NC 28645

RE: Statement of Qualifications
Harper Avenue Sewer Replacement

Dear Dr. Jeff Church:

The City of Lenoir will be proceeding with important upgrades and improvements to the Harper Avenue sewer system. McGill Associates, PA (McGill) understands the importance of the proposed sewer system improvements. The City of Lenoir has been a valued client and partner to McGill for many years, and we have enjoyed our working relationship with the City on past projects.

Our team has developed a list of similar projects that demonstrate our capabilities for this project. We have carefully reviewed the project scope and objectives, and we are confident in our ability to provide the responsive and high-quality professional services that will be required to successfully complete this project. Please consider the following relevant points demonstrated within our Statement of Qualifications (SOQ):



Familiarity: Having worked with the City of Lenoir for many years, we have a unique knowledge and understanding of the City's sewer system, and the Public Utilities Department. We value our long-time relationship with the City and would appreciate continuing working with you.



Commitment to Lenoir: We have a history of successfully completing similar projects within their required schedules, and we are committed to achieving the same results for the City on this project. We consider Lenoir to be one of our most valued clients. Our services to the City have been addressed in both large and small design challenges, as well as timely and reliable planning for strategic projects.

Finally, we are sincere in our desire to continue serving Lenoir and to helping you achieve success on this project. If you have any questions, please do not hesitate to contact us by phone at 828.328.2024 or by email at doug.chapman@mcgillassociates.com and joel.whitford@mcgillassociates.com. Thank you for your consideration.

Sincerely,
MCGILL ASSOCIATES, PA



DOUGLAS CHAPMAN, PE
Principal / Vice President / Regional Manager



JOEL WHITFORD, PE
Senior Project Manager

01 | Statement of Services

Design and Technical Approach

McGill understands the challenges associated with the design and construction of this project. Our engineers and surveyors will review the location of existing facilities, utilities, and easements that may influence the location, design, or function of the improvements. When doing sewer work in a developed area, we understand the sensitive nature and the need to do it properly.

Design Development

Our surveyors will perform topographical surveying of the planned sewer route. Conflicts with existing utilities must be evaluated early in the design phase. Proper coordination with City staff and existing utility owners is vital to the project's success. Our team will prepare a preliminary alignment and profile of the sewer line for review with City staff.

The project drawings and specifications for the sewer line replacement, including construction details and technical specifications, will be prepared and submitted for City review. Our team will meet with the City at key milestones to resolve any questions related to the plans and specifications, and make revisions as necessary. We will also prepare applications for required regulatory approvals and permits pertaining to sewer relocation work, erosion control, and coordination with other utility companies, as required. We will incorporate regulatory review comments into the documents before bidding.

Bidding and Award

McGill will prepare complete bidding and construction document packages for the project, including the advertisement, instruction to bidders, bid proposal, bid bond, notice of award, agreements, performance bonds, payment bonds, insurance certificates, notice to proceed, general conditions, special conditions, funding requirements, technical specifications, and other funding-related documents. McGill will also manage the bidding process. Our staff will:

- Coordinate bidding activities with the City
- Coordinate the bid advertisement
- Conduct the pre-bid conference
- Distribute bid packages to prospective bidders
- Respond to bidder inquiries
- Prepare all necessary addenda and distribute to all planholders
- Attend the project bid opening, tabulate contractor bids, review bids for accuracy, and review the contractor's bid documents for eligibility and completeness
- Provide a letter of recommendation to the City concerning award of construction contracts
- After award, notify the successful bidder, and request bonds and insurance certificates
- Schedule, prepare, and conduct a pre-construction conference with the City and the contractor(s)



**Technical
Expertise**



**Project
Management**



**Open
Communication**

Construction Phase Services

McGill proposes to perform all construction phase services for the project. We will:

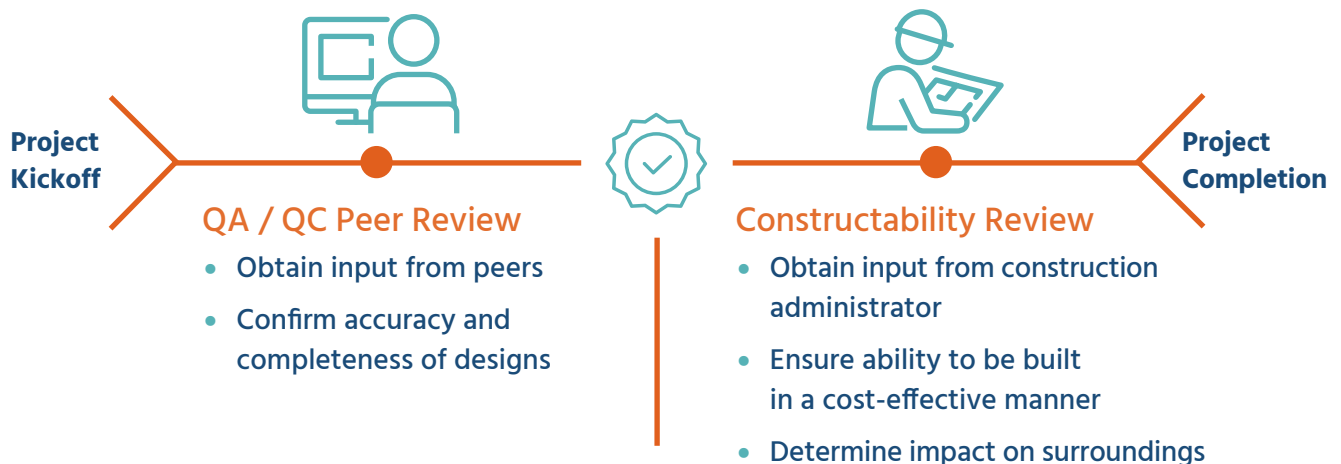
- Prepare conformed contract documents
- Conduct progress meetings with the contractor
- Review shop drawings
- Issue all client instructions to the contractor and interpret the requirements of the contract documents
- Interpret the general intent of the project plans, specifications, and contract documents to ensure that the City is protected against defects and deficiencies in construction
- Review contractor pay requests and make recommendations for payment based on progress and performance
- Review all requests for change orders from the contractor and secure approval as applicable from the City
- Observe construction activities, as necessary, to ensure conformance with project plans and specifications
- Prepare and submit record drawings to the City
- Provide a certification of completion and recommendation of final acceptance
- Submit final engineering certifications to appropriate agencies
- Prior to the approval of final payment to the contractor, conduct final review of all construction, and accompany the owner on an observation prior to the approval of final payment to the contractor

Communication

We recognize the value in completing projects as urgently as possible, but never at the expense of design compromise or client satisfaction. All project activities are planned and implemented according to an accurate and proven project schedule and supported by a structured approach to project management and reporting. Throughout the project, we focus on collaborating with the City and its grant administration partners to achieve the desired results and foster constructive working relationships with all parties involved.



Quality Assurance / Quality Control



02 | Company Information

Contacts

Doug Chapman, PE

Principal / Vice President / Regional Manager
doug.chapman@mcgillassociates.com

Joel Whitford, PE

Senior Project Manager
joel.whitford@mcgillassociates.com

How We're Different

McGill serves public and private clients throughout the Southeast. The range and depth of McGill's expertise includes a wide spectrum of engineering services, land planning and recreation, and consulting services.

Our foundation is built on creating comprehensive solutions in a personal way. Collaboration is the key to our success and clients are an integral part of every project at McGill. By building lasting relationships with communities, we understand our clients' visions and project goals. Our dedicated project team focuses on delivering a customized solution for each unique community.

We help our clients identify challenges, formulate responsive solutions, and manage successful project completion. Through partnership, we shape the best results for each client and community.

History of the firm

McGill was established in January 1984 in Asheville, North Carolina. The firm was purchased in 1999 from the founder and became an employee-owned corporation. Employing approximately 172 staff, the firm has grown to include additional offices in Hickory, Pinehurst, Raleigh, Shallotte, North Carolina; Knoxville, Tennessee; and Roanoke and Williamsburg, Virginia.

Office Locations

Office Location	Number of Employees
Asheville, NC	66
Hickory, NC 	54
Knoxville, TN	8
Pinehurst, NC	9
Raleigh, NC	17
Roanoke, VA	1
Shallotte, NC	7
Williamsburg, VA	3



Office Location: Where Work Will Be Performed:

1240 19th Street Lane NW, Hickory, NC 28601
 828.328.2024

What We Do



Water and Wastewater



Civil Engineering



Water Resources



Land Planning and Recreation



Electrical Engineering



Mechanical, Electrical, and Plumbing



Surveying



Construction Administration



Solid Waste



Environmental

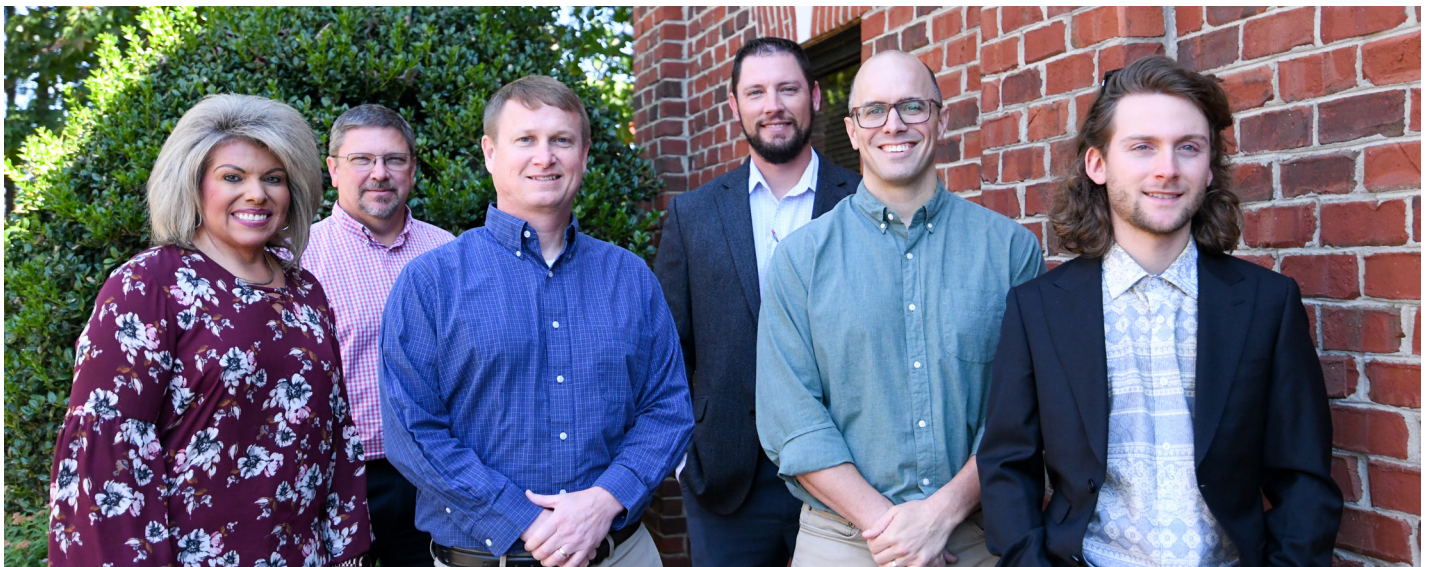
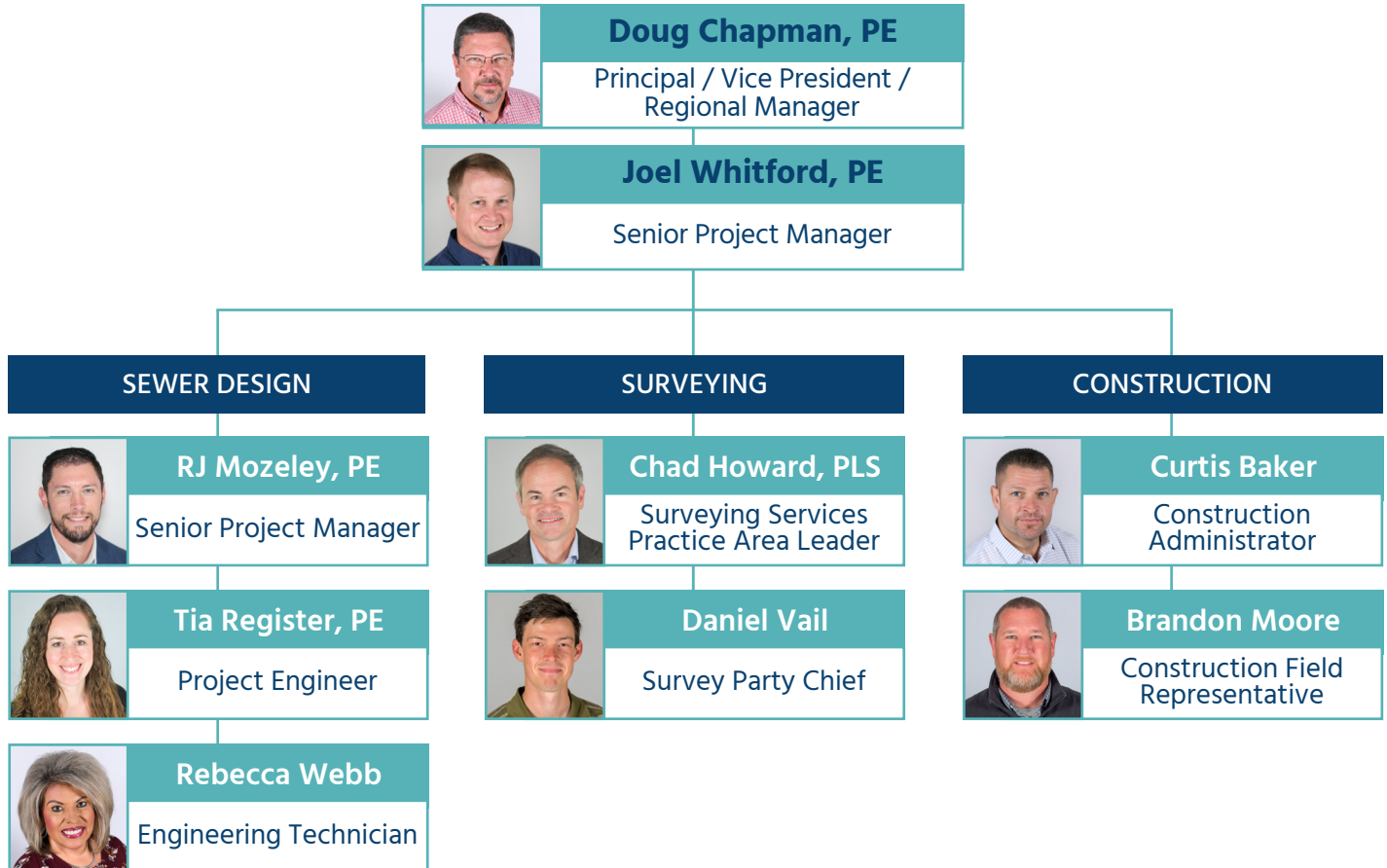


Consulting Services

03 | Proposed Staff and Qualifications

Team Overview

Our goal in assembling the proposed team outlined below is matching the individual and team qualifications with the expertise and experience appropriate for this project. Our comprehensive project team approach is particularly appropriate for projects where coordination, scheduling, and efficiency are important considerations.





Education

BS, Mechanical Engineering,
North Carolina State
University (NC SU)

Professional Licensure

PE NC #020622

Years of Experience

33

Professional Associations

AWWA and WEF



*Roles: quality assurance and quality control (QA / QC),
contract management, and peer reviews*

Doug Chapman, PE

Principal / Vice President / Regional Manager

Doug Chapman's experience includes a wide range of public projects, such as water and wastewater systems, streets and stormwater systems, parks and recreation, and community facilities and planning. He has worked in a variety of professional environments, including both public and private sector positions, which have contributed positively toward developing his capacity to solve complex problems and understand the needs of public clients. Doug is an innovator and a leader in infrastructure and facility planning and design. He has worked on numerous projects and is well versed in public bidding requirements and project funding opportunities. Doug also understands the need to actively manage projects from inception throughout construction.

Related Experience

- Main Street Water and Sewer Line Replacement, Town of Blowing Rock
- Westside Drive Sewer Replacement, City of Newton
- Randolph Road Industrial Park Sewer System, City of Shelby



Education

BS, Civil Engineering,
University of Tennessee

Professional Licensure

PE NC #031867
PE VA #0402059709

Years of Experience

25

Professional Associations

AWWA and NC One Water



*Roles: sewer design, bidding and negotiating review,
permitting, and project oversight*

Joel Whitford, PE

Senior Project Manager

Joel Whitford's experience includes water and wastewater treatment plant (WTP and WWTP) improvements, studies, line replacements, and expansions; pumping and storage tank systems; permitting; preliminary engineering reports; budgetary and construction cost opinions; contract documents; and regulatory approvals. His extensive experience and expertise in infrastructure systems have allowed him to successfully manage projects throughout North Carolina and beyond. Joel is confident in his ability to effectively execute projects from inception to permitting through construction. He strives to provide the appropriate solution for each project with respect to budget, schedule, and quality results.

Related Experience

- Crossroads Sewer Replacement, City of Lenoir
- Bost Lumber Sewer Rehabilitation, City of Lenoir
- Main Street Water and Sewer Line Replacement, Town of Blowing Rock
- Randolph Road Industrial Park Sewer System, City of Shelby



Education

BS, Civil Engineering, NCSU

Professional Licensure

PE NC #037937

Years of Experience

17

Professional Associations

AWWA and NC One Water



Roles: sewer design, budgeting, and cost control

RJ Mozeley, PE

Senior Project Manager

RJ Mozeley is a dedicated and talented designer with skills on a wide range of projects. He has hands-on field experience with assessments and evaluations of existing utility systems, an understanding of hydraulics, an instinct about the practicability of a project's final status, familiarity with funding programs, and an anticipation of funding trends for long-term utility planning. RJ has a wide array of project experience, the intuition to understand our clients' needs and viewpoints, the ability to know how and when to engage our specific practice area experts, and the aptitude to convey technical information clearly and efficiently.

Related Experience

- Crossroads Sewer Replacement, City of Lenoir
- Bost Lumber Sewer Rehabilitation, City of Lenoir
- Meadowood Sewer Replacement, City of Lenoir
- Westside Drive Sewer Replacement, City of Newton
- Randolph Road Industrial Park Sewer System, City of Shelby



Education

BS, Environmental Engineering, University of Florida

Professional Licensure

PE NC #055056

Years of Experience

6



Roles: sewer design, technical specifications, permitting, and bidding documents

Tia Register, PE

Project Engineer

Tia Register is a valuable member of McGill's water / wastewater team, and she is committed to making a positive impact on the world around her by working to improve both the environment and the lives of those living in communities throughout the Southeast. Tia is an exceptional communicator, and she places a high value on developing professional and long-standing relationships with her clients.

Related Experience

- Finley Area Water System Improvements, City of Lenoir
- Main Street Water and Sewer Line Replacement, Town of Blowing Rock
- Bowman Court Sewer Pump Station, Alexander County
- Valdese Bluffs Water and Sewer Extension, Town of Valdese
- American Rescue Plan Act (ARPA) Water and Sewer Infrastructure, Town of Long View



Education

AAS, Civil Engineering,
Western Piedmont
Community College

Professional Certifications

Geospatial Technology
Certificate from Haywood
Community College

Years of Experience

23



Roles: data collection and analysis, CAD drawings, and GIS mapping

Rebecca Webb

Engineering Technician

Rebecca Webb has 23 years of experience as an engineering technician. She is a cornerstone member of the municipal water and wastewater team in our Hickory office, and she has been involved in a wide variety of projects, specializing in preparation of construction drawings for water and sewer lines. Rebecca is experienced in AutoCAD, Civil 3D design software, GIS mapping, and surveying. She excels at preparing plans for utility construction, including piping profiles, utility conflicts, and erosion control.

Related Experience

- Crossroads Sewer Replacement, City of Lenoir
- Bost Lumber Sewer Rehabilitation, City of Lenoir
- Zacks Fork Road Gravity Sewer, City of Lenoir
- Main Street Water and Sewer Line Replacement, Town of Blowing Rock
- Westside Drive Sewer Replacement, City of Newton
- Randolph Road Industrial Park Sewer System, City of Shelby



Education

AAS, Surveying Technology,
Wake Technical Community
College (Wake Tech)

AAS, Civil Engineering
Technology, Wake Tech

Professional Licensure

PLS NC #L-4220
(plus two states)

Years of Experience

28



Roles: surveying lead, QA/ QC, and permitting

Chad Howard, PLS

Surveying Services Practice Area Leader

Chad Howard has worked in the surveying field for over 28 years. During this time, he has managed over \$20 million worth of successful land surveying and subsurface utility engineering (SUE) projects. In his role, Chad has been responsible for project estimating, contract negotiation, billing, client relations, QA / QC, computing and adjusting boundary problems, and drafting and reviewing finalized plats. As a result of his hard work, he has received 13 awards from the North Carolina Society of Surveyors Annual Statewide Plat Contest produced by the National Society of Professional Surveyors (NSPS). Chad's dedication to his field is evident in the work ethic and enthusiasm he demonstrates with his team members and clients.

Related Experience

- Sewer System Improvements, Town of Parkton
- Sewer System Rehabilitation, Town of St. Pauls
- Blowing Rock Sewer Improvements, Town of Blowing Rock



Education

BS, Biology,
Florida State University

Years of Experience

6

Specializations

- Boundary line determination
- Field mapping
- Data collection



Roles: data collection, stakeout, and permitting

Daniel Vail

Survey Party Chief

Daniel Vail brings six years of experience to McGill's surveying team. He wanted to get into a career that required a variety of outdoor work and intellectual knowledge, and surveying was a good fit. As a Survey Party Chief at McGill, Daniel is responsible for conducting surveys for all service areas within the firm. He has worked on a wide variety of surveying projects, from Corps of Engineers jobs in the Everglades, to large conservation easement mountain boundaries, which led to him developing a multitude of skills that are applicable to many different scenarios. Daniel has found that being organized and methodical is the best way to ensure accuracy and efficiency in projects.

Related Experience

- Henry Fork Sewer Collection Basin Environmental Recommendations, City of Hickory
- East End Water System, McDowell County
- Sewer System Repairs and Replacement, Phase 5, City of Oxford



Education

Diploma, Construction
Management, NCSU

Professional Certifications

Certified Concrete
Field Technician

Years of Experience

24



Roles: construction oversight, coordination and plan reviews

Curtis Baker

Construction Administrator

Curtis Baker is widely experienced and respected in the construction industry as a worker, foreman, and inspector. He has been involved in the construction, design, observation, and administration of construction projects throughout North Carolina and South Carolina over the past 24 years that include water distribution and sewer collection systems, water and wastewater treatment, ground and elevated water tanks, streetscapes, parking decks, and soil nail slope repairs. Curtis is experienced in the administration of contracts and supervision of staff, as well as the installation of water, sewer, and storm drainage infrastructure and has knowledge on proper erosion control matters.

Related Experience

- Crossroads Sewer Replacement, City of Lenoir
- Bost Lumber Sewer Rehabilitation, City of Lenoir
- Main Street Water and Sewer Line Replacement, Town of Blowing Rock
- Westside Drive Sewer Replacement, City of Newton



Roles: construction oversight, problem solving, and QA / QC



Education

BA, Geography, University of North Carolina Greensboro

Professional Certifications

B Water Distribution Certification through the North Carolina Rural Water Association

Years of Experience

25

Brandon Moore

Construction Field Representative

Brandon Moore is a well-rounded addition to the McGill team. He has worked on a variety of projects, from heavy civil projects ranging from 0.5 acres to 60 acres, to water treatment facilities, 80-unit housing projects, and more. Brandon has excellent proficiency in blueprint understanding, along with master equipment operator skills. He enjoys the challenges that projects bring and is adaptable when projects change from the original plans. Brandon enjoys meeting new people and working on different types of projects that make a difference in communities.

Related Experience

- Main Street Water and Sewer Line Replacement, Town of Blowing Rock
- Vantine Pump Station and Sewer Replacements, City of Bessemer City
- ARPA Water and Sewer Infrastructure, Town of Long View
- North Carolina Department of Environmental Quality (NCDEQ) Water AIA, Town of Long View
- Whitaker Property Park Development, Town of Oak Ridge

Availability

McGill works within strict schedules to meet project deadlines and objectives. We want to work on this important project and are prepared to adjust our work program to meet your project's scheduling needs. We understand how important it is to stay on schedule and on budget. This proposal is intended to demonstrate that:

- We have the qualifications and expertise to plan, design, permit, and execute this project.
- We have the capability and availability to achieve the tasks outlined in our proposal, within an expedited time frame.
- We have a proven record of success for similar previous projects.
- Our personnel and resources are accessible and our proximity to the project can facilitate timely and efficient working conditions and communication.

04 | Relevant Project Experience



Crossroads Sewer Replacement

City of Lenoir

McGill helped the City of Lenoir plan and design an upgrade for 3,800 LF of an existing 12-inch to 20-inch gravity sewer that was a large contributor to inflow and infiltration to a 20-inch gravity sewer. Due to its age, condition, and peak flows, the sewer needed to be replaced. The project also included the replacement of 20 manholes and the reconnection of all sewer lateral services in an urban area through a golf course and shopping center parking lot, parallel to a creek, and under a North Carolina Department of Transportation (NCDOT) highway. McGill also assisted with obtaining low-interest, Clean Water State Revolving Fund (CWSRF) loan funding in the amount of \$2.48 million at a maximum interest rate of 2.16%.

Client Reference

Jeff Church
Public Utilities Director
828.757.2200

Project Highlights

- 20-inch diameter gravity sewer replacement
- Funding application assistance with North Carolina Division of Environmental Quality – Division of Water Infrastructure (NCDEQ-DWI)

Bost Lumber Sewer Rehabilitation

City of Lenoir

This project included the upgrade and replacement of approximately 1,000 LF of 15-inch diameter sanitary sewers in close proximity to an existing manufacturing facility, railroad, and electrical substation. Approximately 330 LF of the project was replaced by ultraviolet (U-V) cured lining in an area with existing site constraints caused by a power distribution substation. The total estimated cost of this project is \$390,000, which included a \$300,000 Appalachian Regional Commission (ARC) grant.

Client Reference

Jeff Church
Public Utilities Director
828.757.2200

Project Highlights

- UV-lined sewer rehabilitation work
- 15-inch sanitary sewer
- ARC grant



Main Street Water and Sewer Line Replacement

Town of Blowing Rock

This project consists of replacing 9,200 LF of existing water line. The existing water line had experienced many breaks in the last 20 years, causing homes in Town to be without water for multiple days. The installation of the new water line will provide more consistent water to the community. Another portion of the project is the installation of 1,150 LF of 8-inch PVC sewer pipe. This sewer pipe will replace existing clay pipe, which is extremely fragile and easily fractures. The fractures allow for sewage to seep into and contaminate the ground. PVC pipe is a much more durable pipe and lowers the risk of breakage and potential contamination. Additionally, the project includes installing 700 LF of 18-inch ductile iron pipe to replace existing 12-inch pipe and 530 LF of sidewalk. The increased pipe size will better accommodate the increased flow associated community growth, and the sidewalk will allow for people to walk safely, increasing walkability.

Client Reference

Shane Fox
Town Manager
828.295.5200

Project Highlights

- Enhanced water reliability
- Reduced contamination risk
- Long-term infrastructure stability

Westside Drive Sewer Replacement

City of Newton

This project included the construction of approximately 370 LF of 8-inch diameter ductile iron gravity sewer line and approximately 2,350 LF of 12-inch diameter ductile iron gravity sewer line in Newton, generally along Westside Drive to replace existing failing gravity sewers with new sewers, manholes, asphalt repairs, service connections reconnection to existing sewers, restoration, and all related appurtenances.

Client Reference

Dusty Wentz, PE
Public Utilities Director
828.695.4286

Project Highlights

- 8- and 12-inch gravity sewer lines
- Sewer replacement
- Manholes
- Asphalt repairs



Randolph Road Industrial Park Sewer System

City of Shelby

McGill is currently assisting the City with funding assistance, planning, surveying, design, bidding, and construction administration for the provision of sewer to a proposed 64-acre industrial property on Randolph Road. This project requires the design of approximately 3,050 LF of 8-inch gravity sewer line, 2,700 LF of 6-inch force main sewer line, 13 manholes, and a sewer lift station, initially capable of conveying 200 GPM. The gravity sewer will collect wastewater flow from three planned building pads on the site.

This project is a strong representation of McGill's aptitude in assisting growing local governments as they seek to expand their industrial and commercial customer base while encouraging economic growth. The Randolph Road Industrial Park is a cooperative effort between the City of Shelby, Cleveland County, and the Cleveland County Economic Development Center (EDC), as all three parties recognize the effective nature of building a shell building site and then marketing that site for industrial or commercial use. McGill assisted the City with early planning, environmental scoping, preliminary site and utility design, and then eventually development of design, permitting, and bidding documents. McGill was also responsible for conducting the bid process and is currently providing construction observation and administration services. This project's construction activities and is scheduled for funding agency closeout in August 2024.

Client Reference

Brian Wilson
Director of Water
Resources
704.484.6850

Project Highlights

- Early planning
- Environmental scoping
- Preliminary site and utility design
- Development of design
- Permitting



McGill Associates, PA

1240 19th Street Lane NW, Hickory, NC 28601

828.328.2024 | mcgillassociates.com

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Adoption of a Resolution of Support for the submission of a grant application to the North Carolina Division of Parks and Recreation - Great Trails State Grant program for the OVT Connector and Support Building Project

II. Background Information:

The City of Lenoir has received funding from a variety of sources to complete the Campus Improvements Project and appurtenant projects. The *OVT Pavilion* and *OVT Connector and Support Building* projects have been included in the upcoming Campus Improvements Project scope, and the City is continuing to pursue separate funding opportunities for each of these projects. In July 2024, the City submitted a grant application to the North Carolina Department of Commerce Appalachian Regional Commission (ARC) for the OVT Pavilion, however due to specific grant program priorities and limitations that application did not include the OVT Connector portion in the project scope. Through coordination with Western Piedmont Council of Governments (WPCOG), the North Carolina Division of Parks and Recreation's Great Trails State Grant program was identified as a suitable funding opportunity for the OVT Connector (trail) component. This application seeks funding in the amount of **\$497,994.00** through the Great Trails State Grant program, and pledges a local match of **\$248,997.00** (1/3 of the project cost), should the City be awarded funding.

III. Staff Recommendation:

Staff recommends adopting a Resolution of Support for the grant funding application to the North Carolina Division of Parks and Recreation – Great Trails State Grant program, with the requested funding amount of \$497,994.00.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____



Director of Special Projects and Grants: _____

Parks and Recreation Director: _____



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

City of Lenoir Resolution
Application for North Carolina Division of Parks & Recreation
Great Trails State Grant Program
OVT Connector and Support Building Project

WHEREAS, the City of Lenoir City Council has indicated its desire to assist in development efforts within the City; and,

WHEREAS, the City Council fully supports the proposed OVT Connector and Support Building Project which will result in construction of the Overmountain Victory National Historic Trail Connector and renovation of the City-owned building at 1129 West Avenue to provide public facilities to support the trail; and,

WHEREAS, the City Council wishes to pursue a formal application for a Great Trails State Grant in the amount of \$497,994.00 from the North Carolina Division of Parks & Recreation Great Trails State Grant Program and will contribute the required 1/3rd match (\$248,997.00) of the awarded amount; and,

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

That the City of Lenoir is authorized to submit a formal application to the North Carolina Division of Parks & Recreation Great Trails State Grant Program in order to provide assistance to benefit the OVT Connector and Support Building Project.

That this Resolution shall take effect immediately upon its adoption.

Adopted this the 20th day of August, 2024 in Lenoir, North Carolina.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



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 542 Wheeler ST.
- 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: _____

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, **PERKINS LORETTA L HEIRS C/O RONALD J PERKINS**, 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 November 8, 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: **542 Wheeler St**
Lenoir, North Carolina
Parcel-ID 06 17 3 57
NCPIN 2749571542

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 20th day of August, 2024.

**JOSEPH L. GIBBONS
MAYOR**

ATTEST:

**SHIRLEY M. CANNON
CITY CLERK**

APPROVED AS TO FORM:

**Timothy J. Rohr
CITY ATTORNEY**

Owner: PERKINS LEONA (HEIRS)
 C/O RONALD J PERKINS
 Property: 542 Wheeler St NW
 NC Pin: 2749572515
 Minimum Housing Violation Timeline

The following information was provided by City Housing Inspector Robert Teague

- **March 29, 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 letters were returned.
Certified Mail No. 7021 1970 0001 6843 5354
- **November 8, 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 6847 8924
- **December 8, 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 542 Wheeler St. The City Council will consider this ordinance for adoption at the January 16, 2024 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 18 2024.** Upon missing the deadline for the January 16, 2024 City Council Meeting a second 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 542 Wheeler St. The City Council will consider this ordinance for adoption at the August 20, 2024 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 5/7/2024. All fees accumulated from the demolition will be placed as a lien on the property.
Certified Mail No. 9589 0710 5270 0031 5686 82
- **August 2024.** 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 August 8, 2024 and Thursday August 15, 2024.
- At this time it is requested that an ordinance be passed for the demolition of the dwelling at 542 Wheeler St. Demolition will take place after August 20, 2024 and all fees accumulated will be placed as a lien on the property.

Minimum Housing Violation Affidavit
(542 Wheeler St NW)

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 542 Wheeler St NW. NCPIN: 2749572515. 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.

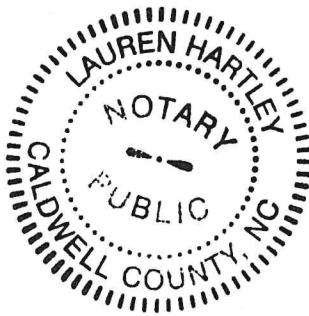
I swear that everything documented in this packet to be true and correct to the best of my information, knowledge, and belief

8/13/2024
Date


Robert Teague

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned Notary Public, do hereby affirm that John A. Teague personally appeared before me on the 13th day of August, 2024 and signed the above Affidavit ad hid free and voluntary act and deed.




Notary Public exp 8/16/2026



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

Owner	PERKINS LEONA (HEIRS) C/O RONALD J PERKINS 542 WHEELER ST NW LENOIR, NC 28645	Deferred Val	\$	Caldwell County	
Acct Number	109970	Assessed Val	\$30,600	1:489 00.00400.00800.0160 00.00500.0100.0200	
		Calc Acreage	0.14511975		
Parcel ID	06 17 3 56	Land Units	66 (FF)	November 9, 2023	
		Legal Desc	BK 1290 PG 819 YR 2000 ST 0.00		
NCPIN	2749572515	Plat Ref	00000/00000		
		Property Addr	542 WHEELER 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 542 Wheeler St NW on Tuesday August 20, 2024 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 PERKINS LEONA (HEIRS) C/O RONALD J PERKINS, and any other persons having or claiming an interest in the property 542 Wheeler St NW, Lenoir NC 28645 NC Pin 2749572515 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

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 542 Wheeler St NW on Tuesday August 20, 2024 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 PERKINS LEONA (HEIRS) C/O RONALD J PERKINS, and any other persons having or claiming an interest in the property 542 Wheeler St NW, Lenoir NC 28645 NC Pin 2749572515 be present for the City Council meeting at the date listed above.

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

Aug. 8, 2024



Minimum Housing Violation and Hearing Notice

03/29/2023

PERKINS LEONA (HEIRS) C/O RONALD J PERKINS
542 WHEELER ST NW
LENOIR, NC 28645

Certified Mail: 7021 1970 0001 6843 5354

To: **PERKINS LEONA (HEIRS) C/O RONALD J PERKINS**, owner(s) of property located at **542 WHEELER ST** (NCPIN:2749572515) in the City of Lenoir, North Carolina.

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

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 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. 10-60 unsafe

Evidence of unsafe/unsanitary maintenance (Sec. 10-60)

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**

⁸³
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

11/08/2023

PERKINS LEONA (HEIRS) C/O RONALD J PERKINS
542 WHEELER ST NW
LENOIR, NC 28645

Certified Mail: 7021 1970 0001 6847 8924

To: **PERKINS LEONA (HEIRS) C/O RONALD J PERKINS**, owner(s) of property located at **542 WHEELER ST** (NCPIN:2749572515) in the City of Lenoir, North Carolina.

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

Stage of the Investigation: **Final Determination**

The following code violations have been determined:

Housing Sec. 10-2(b) Abandoned

Housing Sec. 10-56 Unfit for Human Habitation

Housing Sec. 10-60 unsafe

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. In order abate the violations all the structures must be 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.

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.

Sincerely

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



Final Notice of Abatement

12/08/2023

PERKINS LEONA (HEIRS) C/O RONALD J PERKINS
542 WHEELER ST NW
LENOIR, NC 28645

Certified Mail: 7021 1970 0001 6843 7686

Re: Minimum Housing Determination
542 WHEELER ST, LENOIR, NC 28645
Parcel: 2749572515

PERKINS LEONA (HEIRS) C/O RONALD J PERKINS

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 542 WHEELER ST within 30 days of 11/08/2023.

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 01/16/2024 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



Final Notice of Abatement

07/18/2024

PERKINS LEONA (HEIRS) C/O RONALD J PERKINS
542 WHEELER ST NW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0031 5586 69

Re: Minimum Housing Determination
542 WHEELER ST, LENOIR, NC 28645
Parcel: 2749572515

PERKINS LEONA (HEIRS) C/O RONALD J PERKINS

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 542 WHEELER ST within 30 days of 11/08/2023.

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 08/20/2024 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**
NC ★ CREATE WITH US

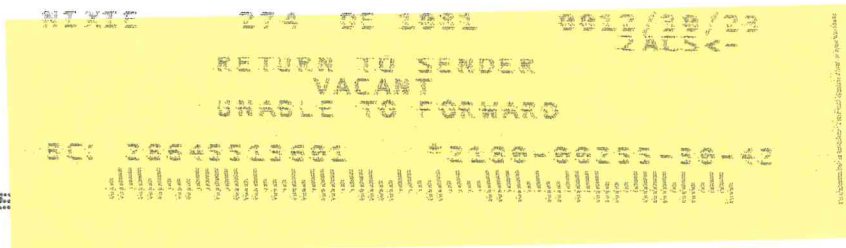
PO BOX 958
801 WEST AVENUE NW
LENOIR, NC 28645

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

vac

PERKINS LEONA (HEIRS) C/O RONALD J PERKINS
542 WHEELER ST NW
LENOIR, NC 28645

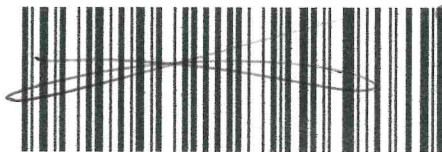
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CITY OF **LENOIR**
NC ★ CREATE WITH US

PO BOX 958
801 WEST AVENUE NW
LENOIR, NC 28645

CERTIFIED MAIL®



7021 1970 0001 6843 7686

GREENSBORO NC 270
12 DEC 2023 PM 3 L



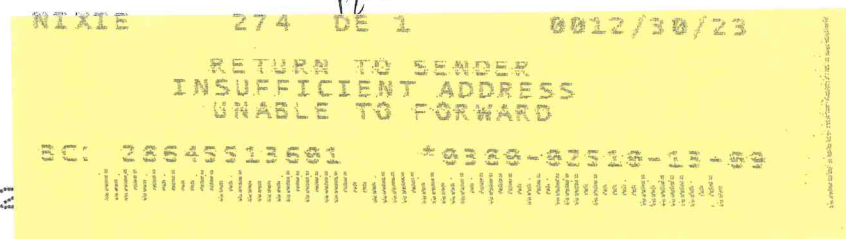
US POSTAGE PAID PITNEY BOWES
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02 1W
0001391513 DEC 12 2023

*NOT
UBBm*

PERKINS LEONA (HEIRS) C/O RONALD J PERKINS
542 WHEELER ST NW
LENOIR, NC 28645

*I. A
12-26-23*

Final



CITY OF

LENOIR
NC ★ CREATE WITH US

PO BOX 958
801 WEST AVENUE NW
LENOIR, NC 28645

FIRST-CLASS MAIL
PRESORTED
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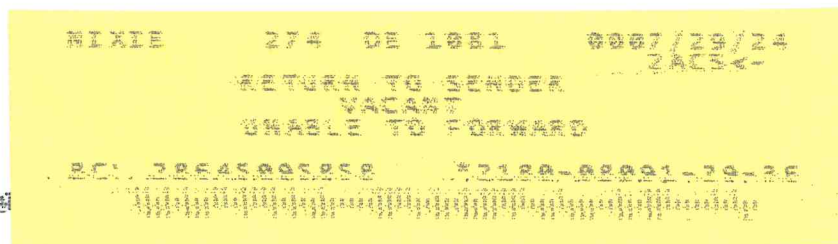
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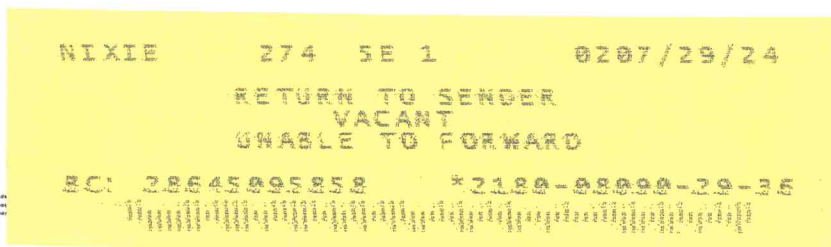


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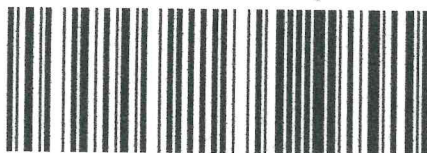


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