AGENDA

CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, NOVEMBER 5, 2024
6:00 P.M.

I. CALL TO ORDER

A. Moment of Silence & Pledge of Allegiance

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, October 15, 2024 as submitted.
B. Minutes: Approval of the minutes of the Joint Lenoir City Council and the Caldwell County Commission meeting of Tuesday, October 22, 2024 as submitted.
C. Freese & Nichols, Inc.; Professional Services Agreement: Consideration to approve the submitted LCRR Phase 3-Completion of Service Line Inventory Through Field Services Scope of Services and Professional Services Agreement with Freese and Nichols, Inc. (FNI).
D. Capital Project Ordinance; Reserve (Water): Request City Council to adopt the Capital Project Budget Ordinance for the Water Capital Projects as agreed upon in the Water Purchase and Allocation Agreement #2 attached in the amount of $6,880,000.00.
E. Proclamation; Small Business Week: Approval of a proclamation proclaiming Saturday, November 30, 2024 as Small Business Saturday – a day to celebrate and support small businesses and all they do for their communities.

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 calendar for the month of November will be provided to City Council listing various meetings and events.
2. There will be two neighborhood meetings for the Whitnel and West End areas on Wednesday, November 6 at 5:30 p.m. at the Mulberry Recreation Center. These meetings will take place at the same time.
3. A meeting is scheduled for Thursday, November 7 at 5:30 p.m. at the Martin Luther King, Jr. Center for the Comprehensive Plan and the Parks and Recreation Master Plan Community Open House event. The public is invited to attend.
4. City offices will be closed on Monday, November 11 in observance of Veterans Day. The Dysart-Kendall Post 29 will also host a Veterans Day service at 11:00 a.m. at the downtown stage area.

5. The Economic Development Advisory Committee will take a Unifour Housing Field Trip on Tuesday, November 12 beginning at 8:15 a.m.
6. The ABC Board will meet on Thursday, November 14 at 2:00 p.m.
7. The Lenoir Business Advisory Board will meet on Thursday, November 14 at 6:00 p.m. at City Hall, Third Floor.
8. The City Council will not meet on Tuesday, November 19 and the Committee of the Whole will also not meet in November.
9. The Planning Board will meet on Monday, November 25 at 5:30 p.m. at the City/County Chambers.
10. The annual Drive-By Community Turkey Tuesday event will be held on Tuesday, November, 26 beginning at 5:00 p.m. at the Martin Luther King, Jr. Center located at 313 Greenhaven Drive until all the turkeys have been handed out. One turkey will be given per family or a person may walk up to receive one turkey. Note: A maximum of three (3) turkeys per car if three (3) adults are in the car.

B. Items for Council Action

1. Minimum Housing Ordinance; 2118 Haven Circle SW: Staff recommends approval | of an Order of Abatement directing staff to abate the minimum housing violations by demolishing the structure on the property located at 2118 Haven Circle SW as submitted.

2. Minimum Housing Ordinance; 1325 Underdown Avenue SW: Staff recommends approval of an Order of Abatement directing staff to abate the minimum housing violations by demolishing the structure on the property located at 1325 Underdown Avenue SW as submitted.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

LENOIR CITY COUNCIL
TUESDAY, OCTOBER 15, 2024
6:00 P.M.

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

VIA PHONE: Councilmember Crissy Thomas

CITY STAFF: In attendance was Finance Director Donna Bean, Fire Chief Norman Staines, 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 Works Director Jon Hogan, Director of Special Projects & Grants Jared Wright and Public Information/Communication Director, Joshua Harris, Economic Development and Main Street Director Brenda Floyd

ABSENT: Councilmembers Ike Perkins and Ralph Prestwood were absent from the meeting.

I. CALL TO ORDER

Mayor Gibbons stated to keep everyone in the community and our City staff in your thoughts and prayers as we are still navigating through this difficult time, recovering from the hurricane. Also, keep in your thoughts Councilman Ike Perkins for health concerns and former Fire Chief Bobby Coffey's family members on his passing.

A. The meeting was opened by a moment of silence and the pledge of allegiance as led by Mayor Gibbons.
B. Special Recognition: "The City of Lenoir Customer Service Team will recognize Master Patrol Officer Chris Smith and the 2023 Annual Golden Ticket Award Winner. Golden Tickets are a way for City employees to recognize their coworkers for going above and beyond their normal responsibilities to provide "Service Beyond Measure" to fellow staff and the public."

Customer Service co-chairs, Joshua Harris and Crystal McCurry along with Chief Phelps presented the award to Master Officer Chris Smith for the 2023 Annual Golden Ticket Award Winner.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

A. Rezoning; 134 Ideal Drive SE: A public hearing will be held to consider a request to rezone 134 Ideal Drive SE, NCPIN2758560560 from R-12 (Medium Density, Single Family) to R-6 (Multi-family). The Planning Board approved the request and Staff recommends adoption of the proposed rezoning based on the following consistency statement:

The proposed zoning map amendment is consistent with the adopted Comprehensive Plan because it establishes zoning that is more consistent with the adopted future land use map

designating the area to remain “medium density residential,” and better matches the existing development pattern. This will ensure fair and efficient growth, reduce non-conformities, and establish sensible, straightforward zoning standards. The proposed amendment is reasonable and in the public interest because it promotes infill development at appropriate densities, making more efficient use of the City’s existing infrastructure investments while creating opportunities for affordable housing for people in all stages of life.

Mayor Gibbons opened the public hearing.

Hannah Williams, Planning Director presented this case for 134/134B Ideal Drive SE. The applicant has requested to rezone from zoning R-12 to R-6. The property is developed with a single-family house, accessory structure, carport, and workshop. The applicant is seeking to subdivide the subject property (134 Ideal Drive SE) into 2 lots so the house can stand alone on one lot and the workshop can stand on the second lot. The property cannot be subdivided in its current zone, R-12 district because of the lot size of 12,000 square feet and non-residential uses are limited. The R-6 district would allow for 6,000 square foot lots. This is a transitional area with residential and some businesses.

Mayor Gibbons asked if anyone would like to address the council concerning this case. Hearing no one, he closed the public hearing.

Council member Perdue stated he feels this fits within our comprehensive plan and ensures for fair and efficient growth.

Upon a motion by Councilmember Perdue, City Council voted 5-0 to approve the rezoning request for 134,134B Ideal Drive SE, based on the consistency statement listed above and presented by City staff.

B. Rezoning; NE Corner of Hickory Boulevard (Hwy 321 & Victoria Court Intersection): A public hearing will be held to consider rezoning the property located on the NE Corner of Hickory Boulevard at the intersection of Hwy 321and Victoria Court intersection, NCPIN 2758732805 as the applicant Southwood Realty Company, is requesting to rezone the property, split zoned B-2 and R-15, to be exclusively zoned as B-2 (General Business) to allow for a proposed multi-family development. The Planning Board approved this request and Staff recommends approval based on the following consistency statement:

The future land use map identifies the subject properties as existing non-residential zones, but is surrounded by existing medium-density residential and existing high-density residential. The plan states that “predominantly single-family zoning districts should be more flexible to allow multi-family development as a permitted use with certain conditions.” Additionally, the comprehensive plan calls for development of quality multi-family buildings as a growth destination for both professionals and retirees alike. By changing the zoning designation from R-15 to B-2, this area would have greater flexibility to achieve these policy concepts. Staff finds the proposed re-zoning to be consistent with the goals of the Comprehensive Plan. The change is reasonable and in the public interest because it accommodates future residential development in a convenient and centralized location, which can be better served by city infrastructure when expanded.

Mayor Gibbons opened the public hearing,

Hannah Williams, Planning Director presented the rezoning case for property located at

Hickory Blvd. (321 and Victoria Ct. intersection). The applicant is requesting to rezone the property, which is currently split-zoned B-2 and R-15, to be exclusively zoned as B-2 (General Business) to allow for a proposed 136 unit multi-family development. Southwood Reality has the parcel under contract, as well as an adjacent 5 acre property that is completely zoned B-2.

The zoning district R-15 only permits single-family homes and accessory dwellings/apartments, while permitted uses in B-2 would allow multi-family. Mrs. Williams stated it does border the Lakeside Terrance neighborhood, but due to elevation changes it will have little or no impact by this development.

Councilmember Beal asked with this rezone, do we anticipate a new access point from Hwy 321. Mrs. Williams stated this rezoning is not tied to a site plan, the developers also have the adjacent property under contract which has Hwy 321 frontage. There will most likely be 2 driveways off Hwy 321.

Mrs. Williams stated for the record that the applicant and developers are in the audience for any questions.

Mayor Gibbons asked if anyone would like to address the council concerning this case. Hearing no one, he closed the public hearing.

Mayor Pro Tem Stevens stated this does fall in line with our comprehensive plan and is a great opportunity for additional housing.

Upon a motion by Mayor Pro Tem Stevens, City Council voted 5-0 to approve the rezoning request for NCPIN 2758560560, based on the consistency statement listed above and presented by City staff.

C. Ordinance; Electronic Message Boards Signage: A public hearing will be held to consider amending Appendix A of the Lenoir City Code by Ordinance as related to Sign Regulations regarding Electronic Message Signs and Eliminating Duplicative Code Sections, Providing for Severability, Codification, and an Effective Date. The applicant Doug Perkins of Mt. Pilgrim Baptist Church has proposed that the sign code allow for Electronic Message Boards (EMB) in residential districts. The Planning Board also analyzed and made recommendations in other zoning districts.

Mayor Gibbons opened the public hearing.

Hannah Williams, Planning Director presented the text amendment case for Electronic Message Boards. The applicant is Mt. Pilgrim Baptist Church, Meadowbrook Baptist Church also has an interest in the sign ordinance change who is in the audience. Planning Board discussed the changes in August and September. Mrs. Williams referred to the information packet that was provided for Council. The Planning Board approved Electronic Message Boards to be allowed for religious and civic institutions in zoning districts O&I, B-1, B-5, & B-6 and residential zoning with an 8 second static display, a 2 second transition**,** along with the following:

- No sign shall be brighter than is necessary for clear and adequate visibility and shall not exceed a maximum of 5,000 nits during the day and 500 nits during nighttime hours.

- All signs must be equipped with both a dimmer control and a photocell that automatically adjusts the display's intensity according to natural ambient light conditions.
- Prior to issuance of a sign permit, the applicant shall provide written certification from the sign manufacturer that the light intensity has been factory pre-set not to exceed 5,000 nits.
- Where EMBs must be oriented to face away from any adjacent residential property
- EMBs must be programmed to shut off between the hours of 9pm and 7am
- prohibit ground mounted Electronic Message Board Signs in the B-3 district
- prohibit ground mounted signs on any property that is designated as a National Register Historic Place

Mayor Gibbons asked if anyone would like to address the council concerning this case. Hearing no one, he closed the public hearing.

Upon a motion by Councilmember Beal, City Council voted 5-0 to approve the ordinance for Electronic Message Boards, based on the consistency statement listed above and presented by City staff.

A. Ordinance Amendment; Light Pole Banners: A public hearing will be held to consider amending Appendix A of the Lenoir City Code as related to Sign Regulations regarding Light Pole Banners by Ordinance and Eliminating Duplicative Code Sections, Providing for Severability, Codification, and an Effective Date. The applicant Emma Shell of UNC Health Caldwell (the hospital) proposed that the sign code allow for light pole banners on private poles for certain land uses. While the Planning Board did not recommend adoption of the ordinance as presented at the September meeting, Staff drafted an ordinance of narrower scope for City Council's consideration.

Hannah Williams presented this case. She referred to the Planning Department's Memorandum included in the agenda packet for additional background information.

Mayor Gibbons asked to be recused from this case due to being a member of the Caldwell UNC Board of Directors.

Upon a motion by Councilmember Perdue, City Council voted 5-0 to recuse the Mayor from the case.

Mayor Pro Tem Stevens opened the public hearing.

Hannah Williams presented this case and stated Planning Board reviewed the ordinance in September and felt it was too broad. Staff narrowed the scope to fewer uses to only allow public service facilities. Planning Board has not reviewed this drafted ordinance. Mrs. Williams read the definition of public service facility for the record:

"A facility that is owned, operated, or financed, in whole or in part, by any public or governmental entity, and is dedicated to the provision of services to the general public. This includes public safety facilities (EMS, police, and fire protection), schools and education, hospitals and health care, and the public provision of social services."

Other changes suggested by staff include:

- Only light poles that are owned by and located entirely on the property of the public service facility can have banners.
- Light pole banners can only be on public service facilities in the following districts: O&I, B-2, B-6, B-7, I-1, and I-2.
- Light pole banners must be for on-premise advertising.
- Only two banners are allowed per pole, and up to 12 poles can have banners.
- The banner size was scaled down from 15 square feet to 12 square feet.
- Banners must maintain a vertical clearance of 12 feet from the grade to the banner.
- Banners must be mounted perpendicularly from the pole.

Applicant, Emma Shell, at 12 Cottage Ct. Granite Falls, NC approached council. She represents UNC Caldwell. She stated the banners are already up, we were told these are not approved and want to get official. Currently, the banners are pictures of staff. They feel this is a welcoming environment for visitors and patients.

Mayor Pro Tem Stevens asked if anyone would like to address the council concerning this case. Hearing no one, he closed the public hearing.

Councilmember Perdue stated this would be good service from a wayfinding standpoint, but it would be wise to send back to the Planning Board to review staff's drafted revision. He does have some concerns about previous discussions where banners can be placed in the City of Lenoir. Mr. Perdue will hold his concerns until a recommendation from Planning Board is presented.

Upon a motion by Councilmember Perdue, City Council voted 5-0 to send the Light Pole ordinance back to the Planning Board to review the drafted version.

Mayor Pro Tem Stevens closed the public hearing.

III. CONSENT AGENDA ITEMS

A. Minutes: Approval of the Committee of the Whole minutes of Tuesday, September 24, 2024 as submitted.
B. Minutes: Approval of the City Council minutes of Tuesday, October 1, 2024 as submitted.
C. Closed Session Minutes: Approval of the closed session minutes of the Tuesday, October 1, 2024 meeting as reviewed by the City Council, City Attorney and City Manager.
D. NCDOT Disaster Relief Debris Removal (DRDR) Agreement: Approval of the North Carolina Department of Transportation (NCDOT) Disaster Relief Debris Removal Agreement as recommended.
E. Design-Build Method of Project Delivery: Staff recommends consideration and acceptance of the Design-Build method of project delivery for interior modifications and improvements at the Lenoir Aquatics and Fitness Center as part of the current 2022 Parks and Recreation Trust Fund (PARTF) project. If accepted, a Request for Qualifications (RFQ) for Design-Build services will be published to begin the selection process.
F. Fireworks Authorization Permit; Hibriten High School: Approval of a Fireworks Authorization Permit as submitted by Hibriten High School to have a fireworks display on the requested dates of October 18, 25, and November 1, 8, 15, 22 and 29 with the ability to move dates due to weather. The school has contracted with Team PyroStar to do the displays.

Upon a motion by Councilmember Perdue, City Council voted 5-0 to approve the consent

agenda, as presented.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

Items of Information

1. One stop voting begins on Thursday, October 17 from 8:00 a.m. – 7:30 p.m. Monday through Friday, November 1 at the Caldwell County Resource Center located at 120 Hospital Avenue (former library) and on Saturday, November 2 from 8:00 a.m. – 3:00 p.m. Election Day is Tuesday, November 5.
2. The annual Wood, Fire, Smoke Festival will be held on Saturday, October 19 from 10:00 a.m. – 7:00 p.m. in downtown Lenoir.
3. The Board of Adjustment will meet on Monday, October 21 at 5:30 p.m. at the City/County Chambers.
4. The Parks & Recreation Advisory Board will meet on Monday, October 21 at 6:00 p.m. at the Aquatic & Fitness Center.
5. The Committee of the Whole will meet on Tuesday, October 22 at 8:30 a.m. at City Hall, Third Floor.
6. The Lenoir City Council and the Caldwell County Commission will hold a joint meeting on Tuesday, October 22 at 5:00 p.m. at the City Council Chambers to discuss economic development.
7. The annual Mad Hatters Pumpkin Patch Parade and the Trick or Treat event will be held on Friday, October 25 from 3:00 p.m. – 6:00 p.m. in downtown Lenoir.
8. A Halloween Cruise-In Event will be held on Saturday, October 26 beginning at 3:00 p.m. in downtown Lenoir.
9. The Planning Board will meet on Monday, October 28 at 5:30 p.m. at the City/County Chambers.
10. The Foothills Regional Airport Authority will meet on Wednesday, October 30 at noon at the airport facility.

No comments.

VII. ADJOURNMENT

A. There being no further business, the meeting was adjourned at 7:00 p.m.

_____ _____

Shirley M. Cannon, City Clerk

CONGRATULATIONS!

4 Hours Off with Pay

Chris Smith

July 18, 2024

Your Golden Ticket nomination was determined to be the most deserving of the 2023 fourth quarter submissions by the Customer Service Team. Therefore, you have received an additional four (4) hours off with pay. Thank you for providing Service Beyond Measure!

KEEP AND SUBMIT THIS CERTIFICATE WITH THE TIMESHEET THAT THE EXTRA FOUR (4) HOURS OFF WITH PAY IS USED.

Must be used within one (1) year of the date issued shown above.
Is not payable upon separation from the City of Lenoir.

Service Beyond Measure
The Golden Rule

CITY OF LENOIR
NC ★ CREATE WITH US

Joshua Harris, Customer Service Team Co-Chair

CONGRATULATIONS!

8 Hours Off with Pay

Chris Smith

July 18, 2024

Your Golden Ticket nomination was determined to be the most deserving of the calendar year 2023 submissions by the Customer Service Team. Therefore, you have received an additional eight (8) hours off with pay. Thank you for providing Service Beyond Measure!

KEEP AND SUBMIT THIS CERTIFICATE WITH THE TIMESHEET THAT THE EXTRA EIGHT (8) HOURS OFF WITH PAY IS USED.

Must be used within one (1) year of the date issued shown above.
Is not payable upon separation from the City of Lenoir.

CITY OF LENOIR
NC ★ CREATE WITH US

Joshua Harris, Customer Service Team Co-Chair

November 29, 2023

Dear Officer Smith,

It's almost been three years since you assisted me with a situation involving my autistic son. Please pardon me for not writing you sooner. We think often about how helpful you were, and how you saved my son's life. Every time I finally have a chance to sit down to compose a letter, I get interrupted. Life with two teenagers is busier than I could have ever imagined.

Back in January of 2021, when you were called to help me, because my son was trying to throw things at me, out of some fit of rage, you were the first responsible adult to bring to my attention that his actions were not based on his personality, but on the fact the medicine was causing the anger and aggression. I remember thinking he looked like a bull in a china shop, but I was giving him the

ADHD medication, just as the doctor had prescribed. You had the keen insight to tell me to look at his eyes, and you recommended I talk with his doctor about changing his medication. That was life changing for our family! That night, you not only saved our family from a future of more of the same, but you also changed the direction of my son's life. I had him seeing a child psychiatrist, and it had been recommended to me that he may need to be sent to a facility for middle school age boys with behavior issues. He was heading down a sad, hopeless path, but your suggestion alone changed everything! I took him off the ADHD medicine, and within weeks, he was a totally different kid.
The medicine was ruining our lives, and we couldn't even see it.
I thank God, on a regular basis, that He gave you the knowledge to be aware of such things in our

children and community.

You'll be happy to know [redacted] is in high school, is taking Honors English, and currently has all As and one B. Without being asked, he cleans his room each day, along with helping with other chores. His teachers describe him as being helpful and kind. We live a peaceful life, and his future looks as bright as any child who doesn't have autism. Who do we have to thank for this? You! You saved his life, and saved our family!

We all thank you, from the bottom of our hearts. We will always remember what you have done for us, and will continue to pray for your health and safety on the job.

May God bless you all the days of your life.

Sincerely,

[redacted]

Staff Report
Zoning Amendment
Case Number R #4/24

Location map/Aerial Photograph

Subject Property

134 Ideal Dr

Summary

Owner

Edward J Lutz & Carolyn W Lutz Revocable Living Trust

Applicant

Joseph Lutz

Location

134/134B Ideal Drive

NCPIN

2758560560

Project Planners

Hannah Williams, AICP, CZO

Matt Duchan

Updated October 1, 2024

Description of Request:

The applicant requests that the City re-zone 134 Ideal Drive SE from R-12 (Medium Density, Single Family) to R-6 (Multi-family), as the applicant would like to divide the parcel into two in order to separate the workshop building from the residence. Each resulting lot will be lower than R-12 required lot size.

Staff Recommendation:

Approval of the request, based on the consistency statement on page 9.

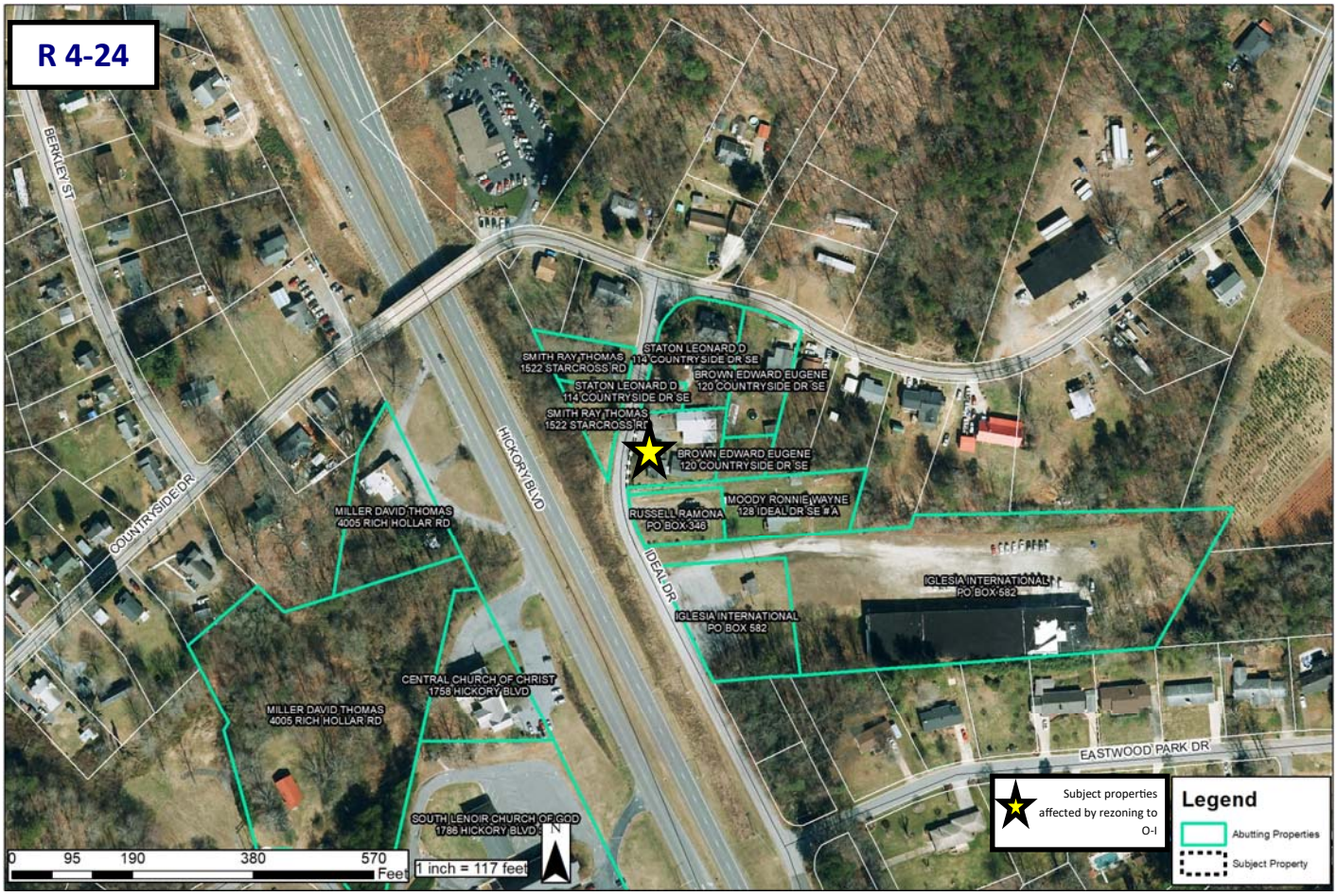
Planning Board Recommendation:
Approval of the request.

Public Comment:
None.

Planning Board Meeting: September 23, 2024. Notices were mailed to adjacent property owners on or before September 13, 2024.

City Council (Public Hearing): Scheduled for October 15, 2024. Notices were mailed to adjacent property owners on October 4, 2024. Notice of the meeting was published in the News-Topic on October 3, 2024 and October 10, 2024. Notice has been posted on the property at least ten days in advance of the public hearing.

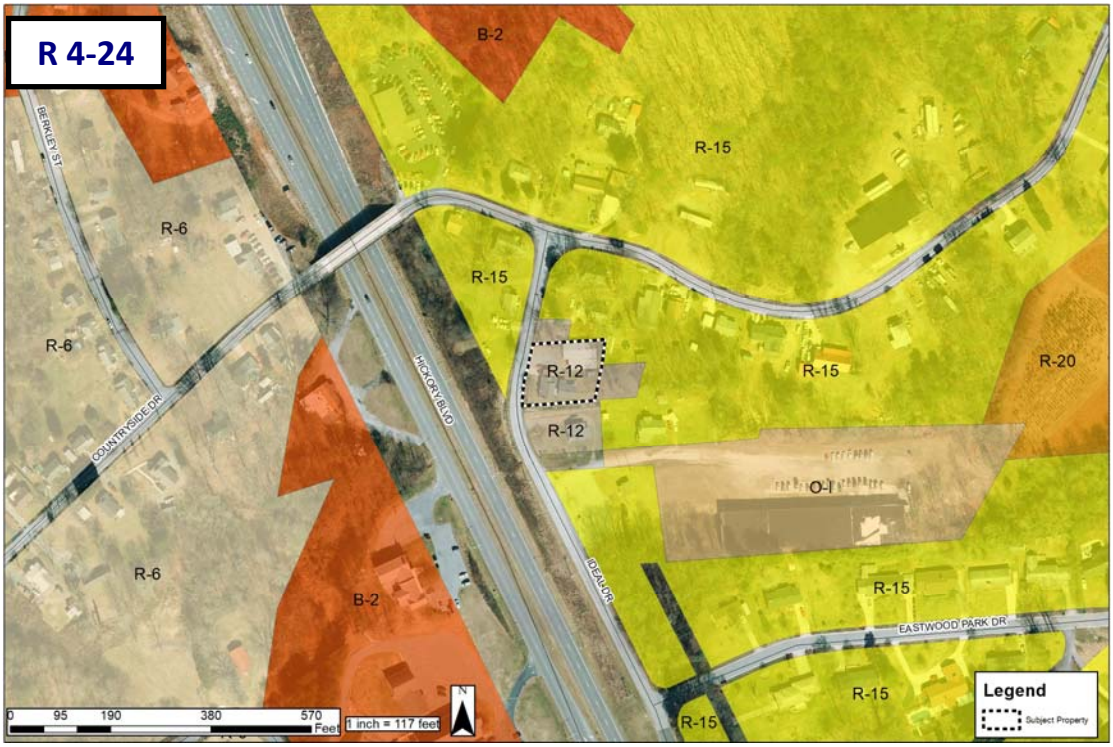
ABUTTING PROPERTY OWNERS



NCPIN	Name	Address	City	State	Zip Code
2758560518	Leonard & Mavis Station	114 COUNTRYSIDE DR SE	LENOIR	NC	28645
2758561651	Edward Eugene Brown	120 COUNTRYSIDE DR SE	LENOIR	NC	28645
2758561213	Iglesia International Cristo Vive Inc.	PO BOX 582	LENOIR	NC	28645
2758468684	Ray Thomas Smith & Sylvia Smith	1522 STARCROSS RD	LENOIR	NC	28645
2758453998	David Thomas Miller	4005 RICH HOLLAR RD	Lenoir	NC	28645
2758457854	South Lenoir Church of God	1786 HICKORY BLVD SW	LENOIR	NC	28645
2758560349	Ramona Russell	PO BOX 346	LENOIR	NC	28645
2758467123	Central Church of Christ	1758 HICKORY BLVD	LENOIR	NC	28645
2758562401	Ronnie Wayne Moody	128 IDEAL DR SE # A	LENOIR	NC	28645

EXISTING AND PROPOSED ZONING MAPS

Existing Zoning: R-12



Proposed Zoning: R-6

Background And Staff Analysis

Zoning Map Amendments

The City of Lenoir 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. The zoning map cannot be changed until the Planning Board reviews the request and makes a report to City Council on the proposed change and the City Council holds a public hearing to consider the request.

Intent of the Zoning Districts

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.

R - 6 Residential (Multi-family) District is intended to establish and preserve areas of land within the city for medium and high density residences, including single family, doublewide manufactured homes, duplexes, townhomes, multi-family developments, and other compatible uses at appropriate densities. Higher density multi-family developments are allowed as special uses. Any uses which would adversely affect or interfere with the residential character and development of these areas are excluded.

Applicant's Request

The applicant is seeking to subdivide the subject property (134 Ideal Drive SE) into two lots so that the house can stand alone on one lot and a workshop can stand on the second lot. The subject property cannot be subdivided in its current zone, R-12 district (Medium Density Single Family), where lot size is 12,000 square feet. The resultant lots would each be 7,200 to 8,500 SF. Rezoning this lot to R-6 would enable the applicant to continue to own his 3000 SF workshop while selling the rental house on the property.

Subject and Surrounding Properties

The subject property is addressed as 134 Ideal Drive, located off of Hickory Boulevard (US-321) just north of the Civic Center. The property features the aforementioned workshop (~3000 sq. ft.) addressed as 134-B Ideal Dr, as well as a carport in addition to a single-family home and an accessory structure at the rear, which total around 2000 sq. ft.

Some of the properties immediately surrounding 134 Ideal Drive are zoned R-12. On Countryside Drive, the vast majority of properties on the east side of 321 are zoned R-15, while the west side of 321 is zoned B-2 along the highway frontage. The R-6 (multi-family) zoning district comprises the western neighborhoods beyond 321 (Ideal Drive, Berkley Street, Locust Place).

Whitnel Towing and the former (condemned) Kingdom Hall are nearby on Countryside Drive. Iglesia Internacional Cristo Vive, south of the subject property is currently zoned O-I. The church's building was used as a truck rental company up until the church bought the property in 2013. This property as well as the subject property border single-family neighborhoods to the north and south. The neighborhood to the south of the church is Eastwood Park which is bounded by the Civic Center campus to the south.

Zoning Analysis

The applicant's request to rezone the subject property to R-6 is considered a "spot zone" by definition. Spot zones are not illegal in NC, but good zoning practice dictates that such requests be scrutinized for their overall compatibility with the surrounding districts, and not be arbitrarily applied. Staff reviewed the area and found the development standards of proposed R-6 zone to be somewhat consistent with the development pattern in the area.

The subject property is in a transitional area between a major highway corridor and an established neighborhood. This section of Ideal Drive serves as a ramp between US-321 and a low density residential area. Zoning districts are rarely flawless in these transitional zones—which is why non-residential uses, such as impound lots, truck rentals, and churches exist in the area that has residential zoning.

The R-6 zoning district has shallower setbacks than R-12. The existing home at 134 Ideal Dr will be more conforming to the zoning district. The R-12 district requires a 40' front yard and 12' side yard where the R-6 district requires a 35' front yard and 10' side

Background And Staff Analysis Continued

yard. The house sits 25' back from front property line, and 10' from the side. While it doesn't meet the development standards exactly, the site is more suited to the R-6 standards.

No zoning analysis is complete without considering the permitted uses in each zone (see Page 6) - however, no land use change is proposed at this time and is unlikely to happen on this .37 acre lot (without introducing nearby properties, which would require there own zoning process). The R-6 zoning district does introduce a mix of housing types into a single family zone. R-12 allows single family homes by right. Duplexes, townhomes, and garden apartments are allowed with a Special Use Permit. R-6 allows those uses by right, along with doublewides, zero lot line dwellings, and bungalow courts. As stated, this property is built out, and it is unlikely any land use change will occur on the property without a larger scale zoning change than what is being proposed today.

Subject property and surrounding area in 2010 (according to Caldwell County GIS).

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 subject neighborhood is already identified as "existing medium residential" and "existing non-residential" on the future land use map of the comprehensive plan. Rezoning the subject property would bring the lot further into conformity with the zoning standards, making future development requests in the neighborhood more straightforward. Staff finds the proposed re-zoning to be consistent with the goals and policy concepts of the Comprehensive Plan.

BACKGROUND AND STAFF ANALYSIS CONTINUED

Comparison of Zoning Districts

	R-12	R-9
Development Standards	Minimum Lot Size — 12,000 ft^2	Minimum Lot Size — 9,000 ft^2
	Minimum Lot Width—60 ft.	Minimum Lot Width—50 ft.
	Setbacks	Setbacks
	Front - 40’	Front - 35’
	Side Yard—12’	Side Yard—12’
	Street Side Yard: 25’	Street Side Yard: 25’
	Rear Yard - 30’	Rear Yard - 25’
Summary of Permitted Uses*	Accessory Cottage or Apartment	Accessory Cottage or Apartment
	Family/Group Care Facilities (1-6)	Attached Dwellings (Townhomes)
	Dwelling, Single-Family Detached	Bungalow Court
————————	————————————————————	Duplexes
Summary of Special Uses (R-12)*	Attached Dwellings (Townhomes)	Dwelling, Single-Family Detached
	Bed & Breakfast	Manufactured Home (Class A Doublewide)
	Duplexes	Multi-Family, low-density (Garden Apartments—4.8 units/ac)
	Manufactured Home Parks (Existing)	Family/Group Care Facilities (1-6)
	Multi-Family, low-density (Garden Apartments)	Zero Lot Line Dwelling
	Planned Residential Development	————————————————————
	Group Housing (1-6, no care provided)	Bed and Breakfast
		Cultural and Community Facilities (Church)
		Multi-family high density (9 units/ac)
		Group Housing (non-care, 1-6 residents)
		Family/Group Care Facilities (7+ residents)
		Public Service Facilities

*See Section 600 Tables A and B for a complete list of permitted and special uses in each district.

PROPERTY PHOTOS

View of property facing south on Ideal Dr.

View of middle of property separating house on right, workshop on left.

View of property facing north on Ideal Dr.

View of subject property from the south. On the right is 128 Ideal Dr.

PROPERTY PHOTOS

Iglesia Internacional Cristo Vive, already zoned O-I

Property owned by IICV, currently zoned R-15

Staff Recommendation And Consistency Statement

Staff recommends that the Planning Board recommend approval of the request, based on the following consistency statement, and call for a Public Hearing for City Council to consider the request on October 15, 2024:

The proposed zoning map amendment is consistent with the adopted Comprehensive Plan because it establishes zoning that is more consistent with the adopted future land use map designated the area to remain “medium density residential,” and better matches the existing development pattern. This will ensure fair and efficient growth, reduce non-conformities, and establish sensible, straightforward zoning standards. The proposed amendment is reasonable and in the public interest because it promotes infill development at appropriate densities, making more efficient use of the City’s existing infrastructure investments while creating opportunities for affordable housing for people in all stages of life.

Planning Board Recommendation

Planning board recommends approval of the request based on the consistency statement and staff recommendations.

Staff Report
Zoning Amendment
Case Number R #5-24

Location map/Aerial Photograph

Subject Property

Hickory Blvd

(US-321)

Summary

Owner
William H. Stewart Jr. & Mark Alexander

Applicant

Southwood Realty Company

Location

Hickory Blvd. (321 and Victoria Ct. intersection)

NCPIN

2758732805

Project Planners

Hannah Williams, AICP, CZO

Matt Duchan

Updated October 9, 2024

Proposed Amendment:

The applicant is requesting to rezone the property, split-zoned B-2 and R-15, to be exclusively zoned as B-2 (General Business) to allow for a proposed multi-family development.

Staff Recommendation:

Approval, based on the consistency statement on page 7.

Planning Board Recommendation:

Approval of the request.

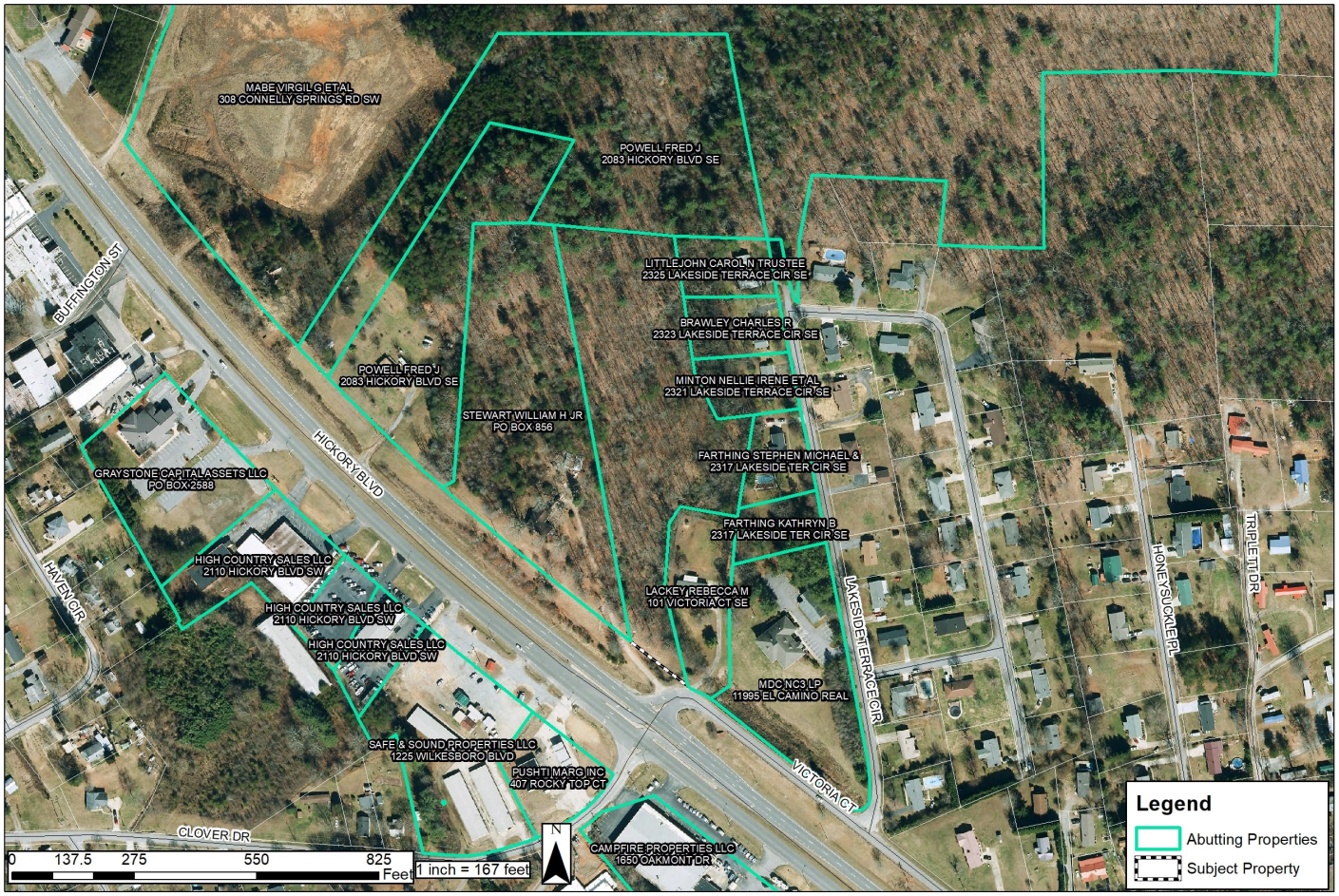
Public Comment:

The owner of Southwood Realty and Tom Jones, engineer on the project, provided public comment.

Planning Board Meeting: September 23, 2024. Notices were mailed to adjacent property owners on or before September 13, 2024.

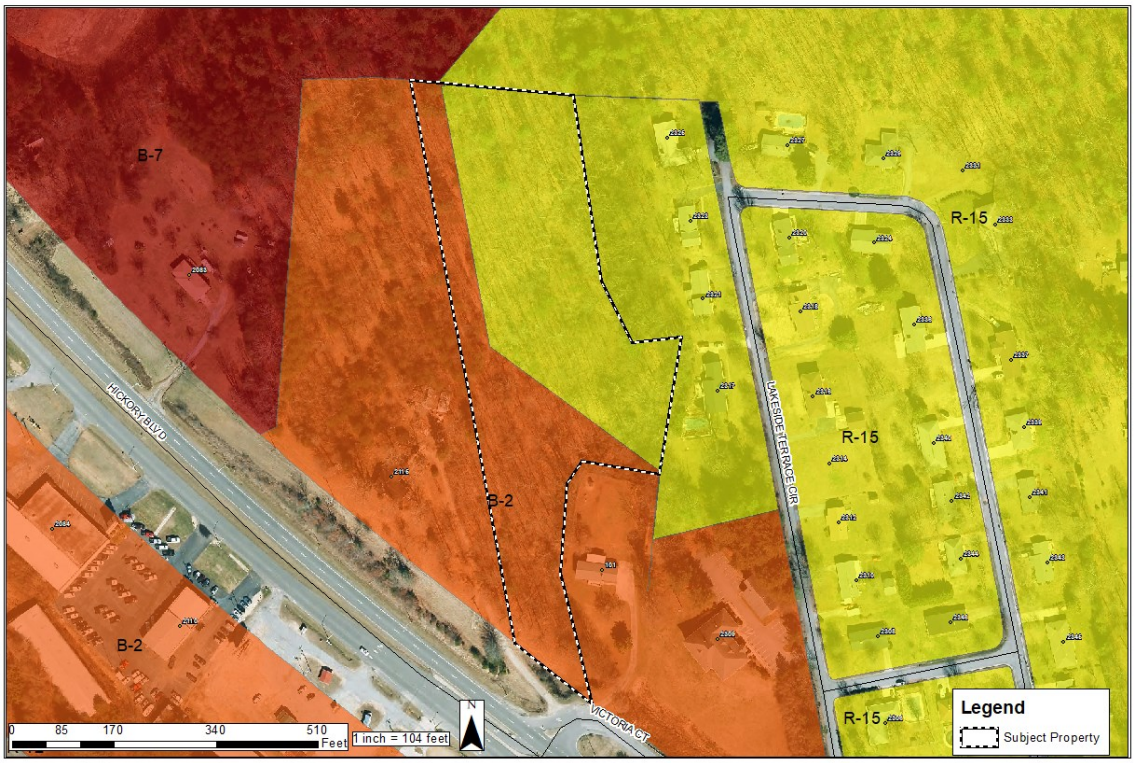
City Council (Public Hearing): Scheduled for October 15, 2024. Notices were mailed to adjacent property owners on October 4, 2024. Notice of the meeting was published in the News-Topic on October 3, 2024 and October 10, 2024. Notice has been posted on the property at least ten days in advance of the public hearing.

ABUTTING PROPERTY OWNERS

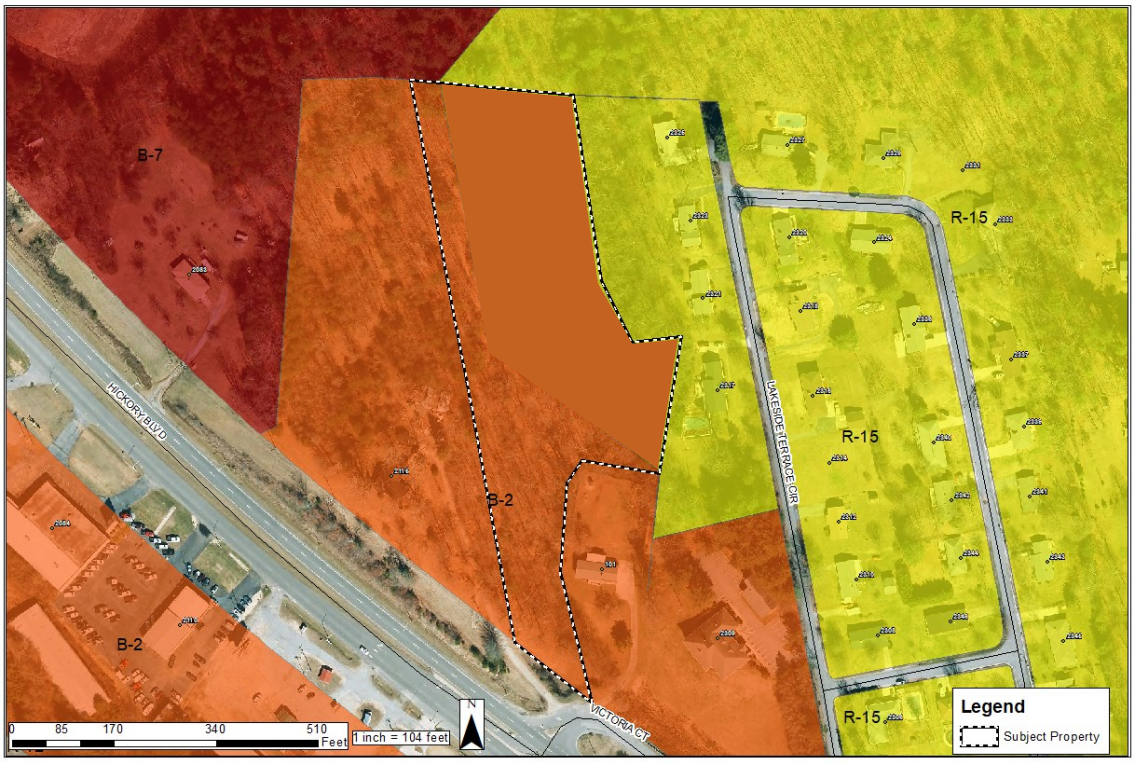


NCPIN	Name	Address	City	State	Zip Code
2758635382	High Country Sales LLC	2110 HICKORY BLVD SW	LENOIR	NC	28645
2758637151	Safe & Sound Properties LLC	1225 WILKESBORO BLVD	LENOIR	NC	28645
2758646611	Virgil Mabe et al	308 CONNELLY SPRINGS RD SW	LENOIR	NC	28645
2758735360	MDC NC3 LP	11995 EL CAMINO REAL	SAN DIEGO	CA	92130
2758639073	Pushti Marg Inc.	407 ROCKY TOP CT	LENOIR	NC	28645
2758647113	Fred & Margaret Powell	2083 HICKORY BLVD SE	LENOIR	NC	28645
2758743094	Charles & Megan Brawley	2323 LAKESIDE TERRACE CIR SE	LENOIR	NC	28645
2758735630	Kathryn & Stephen Farthing	2317 LAKESIDE TER CIR SE	LENOIR	NC	28645
2758733415	Rebecca Lackey	101 VICTORIA CT SE	LENOIR	NC	28645
2758631712	Graystone Capital Assets LLC	PO BOX 2588	HICKORY	NC	28603
2758639922	William Stewart Jr. & Mark Alexander	PO BOX 856	CORNELIUS	NC	28031
2758722797	Campfire Properties LLC	1650 OAKMONT DR	LENOIR	NC	28645
2758734911	Nellie Minton et al	2321 LAKESIDE TERRACE CIR SE	LENOIR	NC	28645
2758743178	Carol Littlejohn & Trustees	2325 LAKESIDE TERRACE CIR SE	LENOIR	NC	28645

Existing Zoning: R-15/B-2



Proposed Zoning: B-2



BACKGROUND AND ANALYSIS

Zoning Map Amendments

The City of Lenoir 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. The zoning map cannot be changed until the Planning Board reviews the request and makes a report to City Council on the proposed change and the City Council holds a public hearing to consider the request.

Intent of the Zoning Districts

The R-15 Residential (Single-family) District is intended to accommodate low density single-family residences and compatible land uses. R-15 is normally serviced by public water and sewer facilities. Any uses which would adversely affect or interfere with the residential character and development of these areas are excluded.

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

Subject and Surrounding Properties

The subject property is located along Hickory Blvd (US-321) at the Victoria Court intersection and is split zoned B-2 and R-15. The property is a little over five (5) acres and is currently vacant. This property is generally hilly as you go north and features a creek on the eastern side of the property. While this property abuts a neighborhood, it is generally buffered with mature trees so as to provide adequate separation from adjacent homes. The three homes that run along the northeast side of the parcel are all over 100' from their rear property lines.

The property to the west is zoned entirely B-2, contains a single home, and is also owned by the subject property's owner. East of the property, all properties are zoned R-15. The Lakeside Terrace neighborhood is just east of the subject property and comprises the majority of adjacent property owners to the south and east. Bumgarner Camping Center is located southeast of the property and Autoworld of Lenoir is southwest of the property, both across 321. The Caldwell County Fairgrounds is around a half-mile south of the site, while the J.E. Broyhill Civic Center is about a half-mile northwest of the subject property.

Reason for Request

The subject property is split-zoned B-2 (General Business) and R-15 (Single-family Residential). The applicant, Southwood Realty has the property under contract to purchase from the owner to develop a proposed 136-unit multi-family apartment complex. In order to utilize the adjacent property to the west, as well as the subject property, B-2 zoning is required to allow for multi-family housing across the entire development. R-15 only permits single-family homes and accessory dwellings/apartments, while permitted uses in B-2 run the gamut from single-family to high-density residential uses as well as functioning as Lenoir's most flexible commercial district.

Location, Location, Location

The subject property is located in a peripheral area of town south, close to city limits where Lenoir and Hudson meet, and would contribute to an ever-pressing need for greater housing stock. In a sense, this area is centralized to both cities and would function well as a commuter community for local industry professionals and App State (Boone and Hickory campuses) and Caldwell Commu-

BACKGROUND AND ANALYSIS (CONT.)

nity College students.

The R-15 portion of the property precludes any form of multi-family housing or commercial development from being built. The current split-zoning would only serve low-density residential and commercial opportunities in an inconsistent fashion. R-15, unlike B-2, is not flexible or highly permissible beyond single-family housing opportunities, whereas B-2 is considered the city's most flexible zoning district.

The Lakeside Terrace neighborhood adjacent to the property will have little to no impacts from this rezoning, since 60% of the tract is already zoned B-2. There is a mature tree line on the subject property that provides a natural buffer between the two properties. That, along with hilly topography and the bank of the creek also provide adequate separation between future development on this tract and the neighborhood, so there are few if any possibilities of interaction.

The proposed development would address the need for greater, denser housing stock in Lenoir, especially to serve growing industry in Lenoir, Caldwell County, and the greater Unifour area. Southwood Realty has carried out several developments in western North Carolina with the vast majority of their developments breaking ground in Gastonia where their headquarters is located.

BACKGROUND AND ANALYSIS

Comparison of Allowable Uses

Sec. 600 of the Lenoir Zoning Ordinance establishes a chart of permitted and special uses for each zoning district. The current zoning district is intended essentially only for single-family housing, while the proposed zoning district permits a variety of housing types as well as commercial uses. The R-15 zoning district allows for single-family, while The B-2 zoning district allows for a mix of residential uses at all density levels, as well as a variety of commercial uses.

Comparison of Zoning Districts

	R-15	B-2
Development Standards	Min Lot Size– 15,000 SF	Min Lot Size - N/A
	Setbacks	Setbacks
	Front: 40’	Front: 10’
	Side Yard: 15’	Side Yard: 0’
	Street Side Yard: 25’	Street Side Yard: 0’
	Minimum Rear Yard: 35’	Minimum Rear Yard: 20’
Summary of Permitted Uses	Accessory Cottage or Apartment	Accessory Cottage or Apartment
	Dwelling, single family detached	Attached Dwellings (townhomes)
	For special uses see Section 600, Table A in Lenoir Zoning Ordinance	Bed & Breakfast
		Dwelling, Single/Two-Family/Multi-family (medium and high density)/Group
		Billiards and Pool Halls
		Day Care Centers
		Cultural and Community Facilities
		Commercial Kennels
		Eating and Drinking (w/ & w/o drive-thru)
		Greenhouses
		Hospitals/Clinics
		Hotels/Motels
		Manufacturing & Processing: Boutique/Artisan/Light
		Night Clubs
		Office (medical/dental)
		Recreation (outdoor/indoor)
		Retailing (light/intensive)
		Services (automotive/business and personal)
		Shooting Range
		Studios and Specialty Schools
		Veterinarians
		Warehousing
		For special uses see Section 600, Table A in Lenoir Zoning Ordinance

Staff Recommendation and Consistency Statement

Consistency with the Comprehensive Plan

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 statement on the consistency and reasonableness of the request.

The future land use map identifies the subject properties as existing non-residential zones, but is surrounded by existing medium-density residential and existing high-density residential. The plan states that "predominantly single-family zoning districts should be more flexible to allow multi-family development as a permitted use with certain conditions." Additionally, the comprehensive plan calls for development of quality multi-family buildings as a growth destination for both professionals and retirees alike. By changing the zoning designation from R-15 to B-2, this area would have greater flexibility to achieve these policy concepts. Staff finds the proposed re-zoning to be consistent with the goals of the Comprehensive Plan. The change is reasonable and in the public interest because it accommodates future residential development in a convenient and centralized location, which can be better served by city infrastructure when expanded.

Planning Board Recommendation

Planning board recommends approval of the request based on the consistency statement and staff recommendations.

SITE PHOTO

Proposed Future Site
Lakeside Terrace
Lenoir Veterinary Hospital
Hickory Blvd (US-321)

STREET VIEW

Site can be accessed via driveway off of Victoria Ct.

Lakeside Terrace & Victoria Ct. Intersection

PLANNING DEPARTMENT MEMORANDUM

CITY OF LENOIR, 801 WEST AVENUE, LENOIR, NC 28645

TO: Lenoir Planning Board
FROM: Hannah Williams, AICP, Planning Director
DATE: October 8, 2024
SUBJECT: ZOAs 1-24 for Electronic Message Boards
CC: Scott Hildebran, City Manager
TJ Rohr, City Attorney

Application for Text Amendment

In August of this year, Doug Perkins of Mt. Pilgrim Baptist Church proposed that the sign code allow for Electronic Message Boards (EMB) in residential districts. The proposed sign code text amendments have been analyzed and edited by staff and the Lenoir Planning Board. This memo aims to summarize the text amendments and explain its application prior to the Public Hearing scheduled for October 15, 2024.

Background

Currently, EMB signs are prohibited in residential districts as ground-mounted and building-mounted signs. They are also prohibited in O&I, B-1, B-5, and B-6. They are prohibited as building-mounted signage within the National Register Historic District in Downtown Lenoir, but allowed outside of the historic district within B-3 (the downtown zoning district). The ordinance conflicts on EMBs as ground-mounted signage in B-3. Since the applicant was approaching the Planning Board about allowing EMBs in residential, staff took the opportunity to discuss EMBs in these other commercial districts and request clarification on conflicts.

The EMB text amendment application was first discussed by Planning Board in August. It was tabled, as board members requested more information on brightness intensity. Staff provided several resources to the Planning Board regarding intensity, electronic sign ordinances from nearby municipalities (see enclosures).

Proposed Ordinance Amendment

At the September Planning Board meeting, Planning Board recommended the following changes:

1. EMB Design and Operating Standards (See Section 1107.6 of the proposed ordinance).
    a. Change display changes from three seconds to eight seconds with a two second transition time.
    b. Add a maximum brightness of 5,000 nits during the day and 500 at nighttime.
    c. Require a dimmer control and photocell sensor to automatically adjust a display's intensity to ambient conditions, as well as a certification from the EMB manufacturer pre-setting the display to a maximum of 5,000 nits.
2. EMB regulations in Residential Districts and O&I, B-1, B-5, and B-6. (See Section 1108 and Figure 1110 of the proposed ordinance).
    a. Allow for religious institutions and public service facilities located in residential districts to have EMB signs for up to 50% of the sign copy area (generally 16 SF).
    b. Require the EMB to shut off between the hours of 9PM and 7AM.
3. EMB regulations in Downtown and Historic Properties (See Sec 1107.6c-1 and Figure 1112.1)
    a. Prohibit EMBs as ground-mounted signs in B-3. (Building Mounted EMB are still allowed in B-3 outside of the National Historic Register District.)

b. Prohibit any property designated on the National Register of Historic Places within Lenoir's zoning jurisdiction from displaying EMBs.

Consistency Statement

Planning Board adopted the following consistency statement when recommending these EMB amendments:

While the proposed zoning ordinance amendment is not considered in the policy concepts found within the Lenoir Comprehensive Plan, the review of existing development ordinances and identification of regulations needing updating or removal is appropriate. The plan also encourages community collaboration in development decisions. Therefore, the proposed ordinance is consistent with the strategies discussed in the Comprehensive Plan. The amendment is reasonable and in the public interest because it promotes equitable sign regulations in all zoning districts.

Enclosures

ZOA 1-24 Ordinance
EMB Resources provided to Planning Board for September's Meeting

AN ORDINANCE OF THE CITY COUNCIL OF LENOIR, NORTH CAROLINA, AMENDING APPENDIX A OF THE LENOIR CITY CODE RELATED TO SIGN REGULATIONS REGARDING LIGHT POLE BANNERS, PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Whereas, a public service facility representative requests to install light pole banners, prompting staff to review the current ordinances and recommend approval of the proposed amendments; and

Whereas, the Lenoir Zoning Ordinance does not allow for vertically-oriented banners to be attached to privately owned light poles; and

Whereas, light pole banners on private property, owned by and located entirely on public service facility property, can enhance placemaking for such facilities, and

Whereas, the City Council find that this ordinance is consistent with the City's Comprehensive Plan, which calls for the review of existing development ordinances and identification of regulations needing updating or removal,

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

SECTION 1. Appendix A, Article XI of the Code of Ordinances, City of Lenoir, North Carolina, "Sign Regulations" is hereby amended to read as follows:

1105 Sign Definitions - If questions arise related to the interpretation of any of the following definitions, or the classification of a proposed sign in accordance with the following definitions, the City of Lenoir Illustrated Sign Type Design Manual, as may be amended from time to time, is hereby incorporated by reference and shall be used to clarify the intent of the definitions.

****

Light Pole Banners. Banners mounted on and with arms installed perpendicular to a light pole in a vertically-oriented manner.

****

1107 General Requirements For All Districts

****

Sec. 1107.7 ~~Penalties for Violation - Violations of this ordinance will be subject to the penalties established in Chapter 1, Section 1-15 of the Lenoir Code of Ordinances.~~ Light Pole Banners – Public Service Facilities, as defined in the Lenoir Zoning Ordinance, shall be permitted to install banners on light poles that are owned by and located entirely on the property of the public service facility in the following districts: O&I, B-2, B-6, B-7, I-1, and I-2. Light pole banners shall conform to the following:

(a) Light pole banners shall not be used as a temporary, off-premise advertising sign.
(b) A maximum of two (2) banners shall be displayed on up to twelve (12) poles on any given site.
(c) Light pole banners are limited to a maximum area of 12 square feet.
(d) Light pole banners shall maintain a minimum vertical clearance of 12 feet from grade to the bottom of the banner.
(e) Light pole banners shall be mounted to project perpendicular from light poles.

1107.8 Penalties for Violation - Violations of this ordinance will be subject to the penalties established in Chapter 1, Section 1-15 of the Lenoir Code of Ordinances.

****

SECTION 3. CODIFICATION. The City Clerk shall cause the Code of Ordinances of Lenoir, North Carolina to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 4. 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, this 3rd day of October and this 10th day of October, 2024.

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

DEPARTMENT MEMORANDUM

October 3, 2024

City of Lenoir - Administration
Special Projects and Grants
801 West Avenue
Lenoir, North Carolina 28645

RE: Project Delivery Methods – Design-Build and Design-Bid-Build
Lenoir Aquatics and Fitness Center
2022 PARTF Project

The City of Lenoir received a North Carolina Division of Parks and Recreation – Parks and Recreation Trust Fund (PARTF) grant in the amount of $500,000 in 2022. With grants of this nature, the application process requires certain recreational elements and facility improvements to be enumerated. Full compliance with funding agency guidelines is necessary to receive grant dollars, and the project scope can only be changed through proper justification and written, expressed approval by the funding agency.

Our 2022 application featured a project scope with construction of new recreational and support elements. These included a splash pad (currently under construction), a picnic shelter (currently under contract), an accessible connector path/greenway trail extension at the Rotary Soccer Complex (currently in final design), and installation of smaller elements, including new concrete cornhole boards and a ping pong table, at the Lenoir Aquatics and Fitness Center (LAFC).

The 2022 application also included a host of interior facility renovations and improvements at LAFC intended to improve accessibility, provide adequate space(s) to meet current visitor needs, and offer renovation, repairs, and up-fitting to interior areas in desperate need of improvement. The LAFC improvement scope included the whirlpool, locker rooms and restrooms, and racquetball courts.

After consulting with staff and touring the facility, it was determined that guidance from a design professional with public aquatic facility experience was necessary to adequately assess the facility's condition, determine how best to satisfy the requirements of our PARTF funding contract, and best leverage our budget by developing a project scope to address immediate needs and identify future programmed improvement projects.

Given that, PARTF grant contracts include a standard three (3) year timeframe, we realize that time is of the essence to develop the LAFC interior renovation project and complete construction. The City of Lenoir's funding agreement with PARTF (contract time) is scheduled to end in October 2025. With this aggressive schedule in mind, we are considering the "Design-Build" method of project delivery to expedite completion of the work. This delivery method includes contracting with a single entity to provide both design and construction services, and each of these efforts can occur simultaneously once plans are developed to a point where necessary permits can be obtained.

The Design-Build (DB) delivery method differs from the traditional "Design-Bid-Build" (DBB) delivery method in that it allows an owner to hire, through a qualification-based selection process, one firm to provide design and construction services as opposed to an owner hiring a design consultant, allowing the designer to complete project plans and specifications, advertising the project for bids, and awarding the construction contract to a separate firm. With the DBB delivery method, each step in the project development process relies on completion of the preceding step, thus requiring more time for projects to move through design to construction and completion.

While each project delivery method is proven, effective, and allowable for public projects per North Carolina general statutes, there are pros and cons for each method to be considered prior to committing to either delivery method. For DB projects, having design and construction services under the responsible charge of a single firm or entity allows for schedule compression, potential cost savings through avoidance of change orders, a higher quality project since designers and constructors are on the same team, and the transfer of risk from the owner to the DB team (Procore, Six, Frisa, 2024). Conversely, DB projects offer challenges to project development including schedule conflict management that the builders must address, cost uncertainties when budgets and scopes are not clearly defined, and communication gaps should the designer and constructor not practice frequent, regular, and effective communication.

DBB projects also have similar pros and cons that may influence an owner to select this method of delivery. In the traditional DBB scenario, the owner maintains control over each project participant through separate contracts. This role separation allows participants to focus on their respective specialties. Cost certainty achieved through a vetted design process, and administration of competitive bidding, are also positive attributes of the DBB method. As with DB, however, DBB project may also pose challenges to owners. Through lengthy design development and construction processes, the potential for aggressive scheduling may not be possible, and the owner carries more risk for cost escalation through change orders and delays (Procore, Six, Frisa, 2024).

With approximately one (1) year remaining in our current PARTF contract time, a limited budget for completion of significant interior renovations, and design challenges involving interior space and MEP system reconfiguration, we support acceptance of the Design-Build method of project delivery for completion of the remaining work at the Lenoir Aquatics and Fitness Center. This method will allow aggressive scheduling to complete the work within the remaining contract time, offer value through designer and constructor coordination for space improvements, and minimize risk to the City by having a single entity responsible for completion of the work.

Respectfully Submitted,
CITY OF LENOIR

Jared Wright
Director of Special Projects and Grants
City of Lenoir

References

1. Six, Alex; Frisa, Kristen. “Design-Build vs Design-Bid-Build: Which Is Right for Your Project?”*Procore*, August 13, 2024, www.procore.com/library/design-build-vs-design-bid-build. Accessed October 3, 2024.

§ 143-128.1A. Design-build contracts.

(a) Definitions for purposes of this section [are as follows]:

(1) Design-builder. – As defined in G.S. 143-128.1B.

(1g) Design professional. – As defined in G.S. 143-128.1B.

(1p) First-tier subcontractor. – As defined in G.S. 143-128.1B.

(2) Governmental entity. – As defined in G.S. 143-128.1B.

(3) Licensed contractor. – As defined in G.S. 143-128.1B.

(4) Licensed subcontractor. – A person or entity, not including design professionals or employees of the design-builder, that will be performing work under the design-builder and whose scope of work proposed for the project requires that it be licensed in accordance with Article 2 or Article 4 of Chapter 87 of the General Statutes.

(5) Unlicensed subcontractor. – A person or entity, not including design professionals or employees of the design-builder, that will be performing work under the design-builder and whose scope of work proposed for the project does not require that it be licensed in accordance with Article 2 or Article 4 of Chapter 87 of the General Statutes.

(b) A governmental entity shall establish in writing the criteria used for determining the circumstances under which the design-build method is appropriate for a project, and such criteria shall, at a minimum, address all of the following:

(1) The extent to which the governmental entity can adequately and thoroughly define the project requirements prior to the issuance of the request for qualifications for a design-builder.

(2) The time constraints for the delivery of the project.

(3) The ability to ensure that a quality project can be delivered.

(4) The capability of the governmental entity to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery.

(5) A good-faith effort to comply with G.S. 143-128.2, G.S. 143-128.4, and to recruit and select small business entities. The governmental entity shall not limit or otherwise preclude any respondent from submitting a response so long as the respondent, itself or through its proposed team, is properly licensed and qualified to perform the work defined by the public notice issued under subsection (c) of this section.

(6) The criteria utilized by the governmental entity, including a comparison of the advantages and disadvantages of using the design-build delivery method for a given project in lieu of the delivery methods identified in subdivisions (1), (2), and (4) of G.S. 143-128(a1).

(c) A governmental entity shall issue a public notice of the request for qualifications that includes, at a minimum, general information on each of the following:

(1) The project site.

(2) The project scope.

(3) The anticipated project budget.

(4) The project schedule.

(5) The criteria to be considered for selection and the weighting of the qualifications criteria.

(6) Notice of any rules, ordinances, or goals established by the governmental entity, including goals for minority- and women-owned business participation and small business participation.

(7) Other information provided by the owner to potential design-builders in submitting qualifications for the project.

(8) A statement directing each design-builder to submit in its response to the request for qualifications an explanation of its project team selection. The governmental entity may specify which one of the following project team selection options shall be used or, if not specified, the response shall consist of either of the following project team selection options:

a. A list of the licensed contractors, licensed subcontractors, and design professionals whom the design-builder proposes to use for the project's design and construction. If this project team selection option is used, the design-builder may self-perform some or all of the work with employees of the design-builder and, without bidding, also enter into negotiated subcontracts to perform some or all of the work with subcontractors, including, but not exclusively with, those identified in the list. In submitting its list, the design-builder may, but is not required to, include one or more unlicensed subcontractors the design-builder proposes to use. If this project team selection option is used, the design-builder may, at its election and with or without the use of negotiated subcontracts, accept bids for the selection of one or more of its first-tier subcontractors.

b. A list of the licensed contractors and design professionals whom the design-builder proposes to use for the project's design and construction and an outline of the strategy the design-builder plans to use for open subcontractor selection based upon the provisions of Article 8 of Chapter 143 of the General Statutes. If this project team selection option is used, the design-builder may also self-perform some of the work with employees of the design-builder, but shall not enter into negotiated contracts with first-tier subcontractors.

(d) Following evaluation of the qualifications of the design-builders, the three most highly qualified design-builders shall be ranked. If after the solicitation for design-builders not as many as three responses have been received from qualified design-builders, the governmental entity shall again solicit for design-builders. If as a result of such second solicitation not as many as three responses are received, the governmental entity may then begin negotiations with the highest-ranked design-builder under G.S. 143-64.31 even though fewer than three responses were received. If the governmental entity deems it appropriate, the governmental entity may invite some or all responders to interview with the governmental entity.

(e) The design-builder shall be selected in accordance with Article 3D of this Chapter. Each design-builder shall certify, in the response to the request for qualifications in subsection (c) of this section, to the governmental entity that each design professional who is a member of the design-build team, including subconsultants, was selected based upon demonstrated competence and qualifications in the manner provided by G.S. 143-64.31.

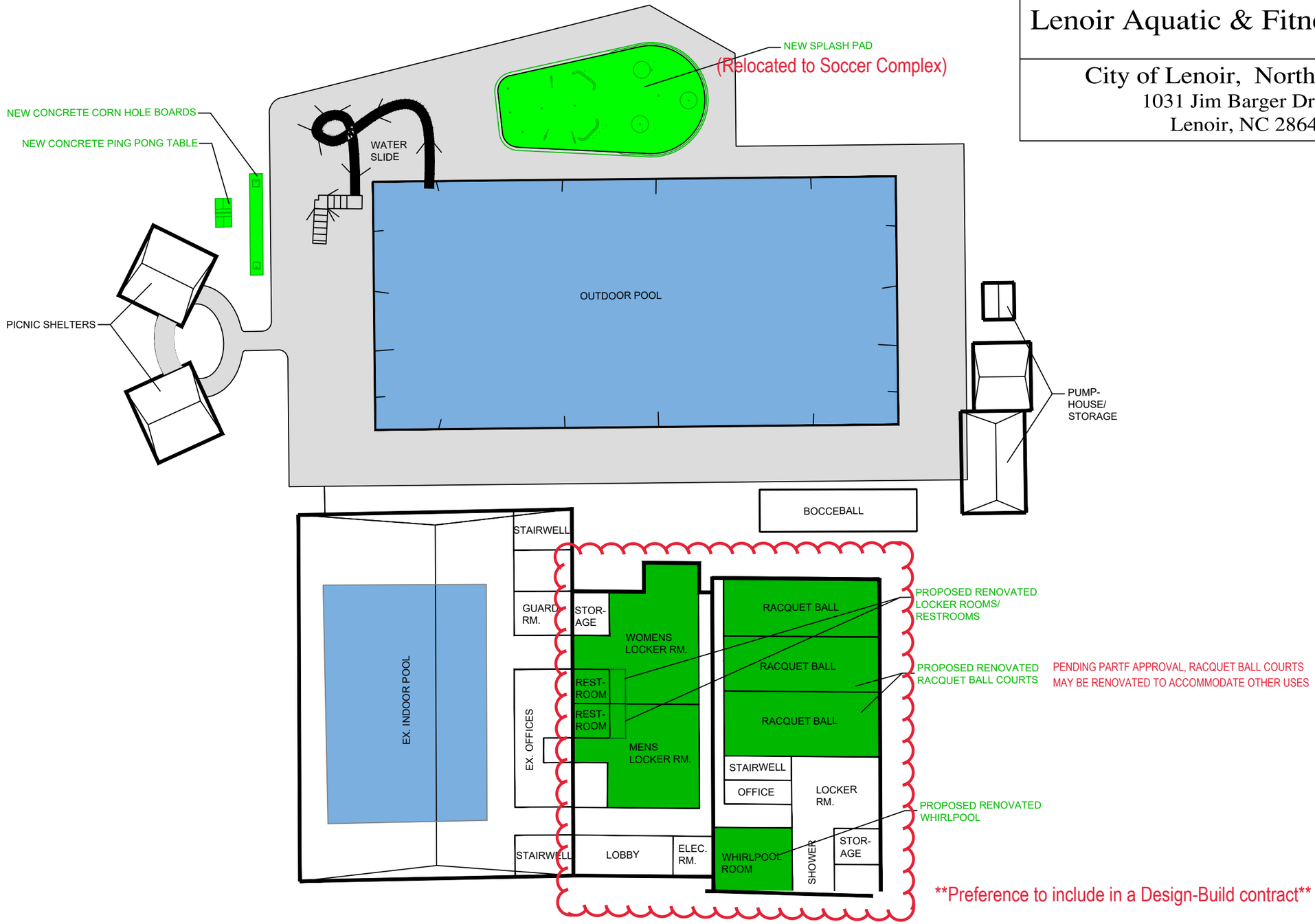
(f) The design-builder shall provide a performance and payment bond to the governmental entity in accordance with the provisions of Article 3 of Chapter 44A of the General Statutes. The design-builder shall obtain written approval from the governmental entity prior to changing key personnel as listed in sub-subdivision (c)(8)a. or (c)(8)b. of this section after the contract has been awarded. For purposes of this subsection, "key personnel" shall mean either of the following:

(1) For the project team selection option under sub-subdivision (c)(8)a. of this section, the licensed contractors, licensed subcontractors, and design professionals identified in the response to the request for qualifications.

(2) For the project team selection option under sub-subdivision (c)(8)b. of this section, the licensed contractors and design professionals identified in the response to the request for qualifications. (2013-401, s. 4; 2014-42, s. 7; 2022-1, s. 2(a).)

PARTF FLOOR PLAN
Lenoir Aquatic & Fitness Center

City of Lenoir, North Carolina
1031 Jim Barger Dr. NE
Lenoir, NC 28645



03/11/2022

GRAPHIC SCALE 1 INCH = 15 FEET

Legend

Park Boundary

Total Parcel Area = 117 Acres

Existing Park Facility
Easement
PARTF Requested
Future Phase

mcgill

City of Lenoir
Parks and Recreation Department
2022 PARTF Project
Summary of Elements and Budget

Item	Description	Estimate	Actual	Variance
1	Racquetball Court Renovation (3)	$ 60,000.00		$ (60,000.00)
2	Whirlpool Renovation	$ 120,000.00		$ (120,000.00)
3	Locker Room and Restroom Renovation (2)	$ 300,000.00		$ (300,000.00)
4	Splash Pad	$ 300,000.00	$ 313,685.00	$ 13,685.00
5	Concrete Ping Pong Table	$ 3,000.00		$ (3,000.00)
6	Concrete Corn Hole Boards	$ 1,000.00		$ (1,000.00)
7	Picnic Shelter	$ 80,000.00	$ 48,000.00	$ (32,000.00)
8	ADA Connector Path	$ 8,300.00		$ (8,300.00)
Construction Subtotal		$ 872,300.00	$ 361,685.00	$ (510,615.00)
Contingency		$ 43,615.00		$ (43,615.00)
Legal and Administrative		$ 174,460.00		$ (174,460.00)
TOTAL		$ 1,090,375.00	$ 361,685.00	$ (728,690.00)

$728,690.00 remaining in project budget to complete interior renovations and procurement/construction of other small recreational elements

§ 14-413. Permits for use at public exhibitions.

(a) For the purpose of enforcing the provisions of this Article, the board of county commissioners of any county, or the governing board of a city authorized pursuant to subsection (a1) of this section, may issue permits for use in connection with the conduct of concerts or public exhibitions, such as fairs, carnivals, shows of all descriptions and public celebrations, but only after satisfactory evidence is produced to the effect that said pyrotechnics will be used for the aforementioned purposes and none other. Provided that no such permit shall be required for a public exhibition under any of the following circumstances:

(1) The exhibition is authorized by The University of North Carolina or the University of North Carolina at Chapel Hill and conducted on lands or in buildings in Orange County owned by The University of North Carolina or the University of North Carolina at Chapel Hill.

(2) The exhibition is authorized by the University of North Carolina School of the Arts and conducted on lands or in buildings owned by the State and used by the University of North Carolina School of the Arts.

(3) The exhibition is authorized by The University of North Carolina or North Carolina State University and conducted on lands or in buildings in Wake County owned by The University of North Carolina or North Carolina State University.

(a1) For the purpose of enforcing the provisions of this Article, a board of county commissioners may authorize the governing body of any city in the county to issue permits pursuant to the provisions of this Article for pyrotechnics to be exhibited, used, or discharged within the corporate limits of the city for use in connection with the conduct of concerts or public exhibitions. The board of county commissioners shall adopt a resolution granting the authority to the city, and it shall remain in effect until withdrawn by the board of county commissioners adopting a subsequent resolution withdrawing the authority. If a city lies in more than one county, the board of county commissioners of each county in which the city lies must adopt an authorizing resolution. If any county in which the city lies withdraws the authority of the city to issue permits for the use of pyrotechnics, the authority of the city to issue permits for the use of pyrotechnics will end, and all counties within which the city lies must resume their authority to issue the permits.

(b) For any indoor use of pyrotechnics at a concert or public exhibition, the board of commissioners or the governing body of an authorized city may not issue any permit unless the local fire marshal or the State Fire Marshal (or in the case of The University of North Carolina, the University of North Carolina at Chapel Hill, or North Carolina State University it may not authorize such concert or public exhibition unless the State Fire Marshal) has certified that:

(1) Adequate fire suppression will be used at the site.

(2) The structure is safe for the use of such pyrotechnics with the type of fire suppression to be used.

(3) Adequate egress from the building is available based on the size of the expected crowd.

(c) The requirements of subsection (b) of this section also apply to any city authorized to grant pyrotechnic permits by local act and to the officer delegated the power to grant such permits by local act.

(d) A board of county commissioners or the governing board of a city shall not issue a permit under this section unless the display operator provides proof of insurance in the amount of at least five hundred thousand dollars ($500,000) or the minimum amount required under the North Carolina State Building Code pursuant to G.S. 143-138(e), whichever is greater. A board of county commissioners or the governing board of a city may require proof of insurance that exceeds these minimum requirements. (1947, c. 210, s. 4; 1993 (Reg. Sess., 1994), c. 660, s.

3.1; 1995, c. 509, s. 11; 2003-298, s. 1; 2007-38, s. 2; 2009-507, s. 2; 2013-275, s. 2; 2015-124, s. 2.)

JOINT MEETING

**LENOIR CITY COUNCIL
AND CALDWELL COUNTY
COMMISSION
CITY/COUNTY CHAMBERS
905 WEST AVENUE
TUESDAY, OCTOBER 22, 2024
5:00 P.M.**

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

Chair Randy Church, Caldwell County Commissioners, Donnie Potter, Robbie Wilkie, Jeff Branch, Abby Rich, Clerk to the Board, and David Lackey, County Attorney,. Also in attendance was Ashley Bolick, Caldwell County Economic Development Director.

ABSENT: City Councilman Ralph Prestwood, County Commissioner Mike LaBrose.

1. CALL TO ORDER

A. Mark Transou welcomed everyone to the meeting. Mr. Transou stated he is not an elected official, but he serves as Chair of the Lenoir Business Advisory Board and Vice-Chair of the Caldwell County Economic Development Advisory Committee. Mr. Transou said he would cover procedural aspects of the meeting.

Mr. Transou explained the procedures for the meeting. He asked that each speaker limit their comments to three (3) minutes to speak during the public hearings and noted there are two (2) sign-up sheets available, one for the economic development incentive and the other for the Virginia Street closing request. He invited everyone to sign-up that wanted to speak during the public hearings.

B. Randy Church, Chair of the Caldwell County Commissioners welcomed everyone and called the meeting to order for Caldwell County. He stated the County has a quorum with Commissioners Jeff Branch, Donnie Potter and Robbie Wilkie in attendance.

C. Joe Gibbons, Mayor of the City of Lenoir also welcomed everyone and called the meeting to order for the Lenoir City Council. In attendance was Jonathan Beal, Todd Perdue, Ike Perkins, Kimmie Rogers, David Stevens and Crissy Thomas.

PROJECT CARDINAL:

D. Chairman Church read a statement citing the purpose of the joint meeting is to consider an Economic Development Incentive Agreement by and between Caldwell County, City of Lenoir and Tapaha Dynamics, LLC for expansion of the Lenoir Campus. Tapaha Dynamics LLC ("Company") acknowledges that but for the local governments' provision of the economic development grants set forth herein, the

company would not have agreed to locate Project Cardinal at the site and enter into this agreement. Mr. Church stated the legal notice (Attached Pg. 13) for the public hearing was advertised on October 10, 2024.

OPENING OF PUBLIC HEARING:

E. Chairman Church opened the public hearing to receive public comments regarding the economic development incentive and recognized Ashley Bolick, Economic Development Director.

Mayor Joe Gibbons opened the public hearing to receive public comments regarding the economic development incentive as stated.

ECONOMIC DEVELOPMENT AGREEMENT:

F. Ashley Bolick, Economic Development Director, presented information about the economic development agreement. Ms. Bolick reported the company intends to construct, or cause the construction by one or more affiliates of buildings and other real property improvements within the County and the City on land now or hereafter owned by the company to serve as a professional technology-based facility. The Project Site shall initially mean the following two parcels: 1) an approximately 38.26-acre parcel located at 914 Virginia Street, Lenoir, North Carolina, Tax Parcel No. 06 162 1A, NCPIN2748394394, and 2) an approximately 21.63-acre parcel located at 919 Fairview Drive, Lenoir, North Carolina, Tax Parcel ID No. 06 162 1 1C, NC PIN2748287853.

A copy of the power point slides for the all three items is attached to these minutes as information (Attached Pg. 14).

Ms. Bolick stated the value of the incentive is based upon the appraised value each year as appraised by the Caldwell County Tax Administration Office. The amount of Caldwell County and City of Lenoir property tax revenues which will be billed to the company for their capital investment in Improvements and Equipment for Project Cardinal will exceed the amount to be paid out by the county and city for economic development grants.

Ms. Bolick reported that each of the local governments will provide annual grant payments equal to 50% of the aggregate ad valorem taxes paid to the Company or any Affiliate to that local government during the term attributable to the Improvements upon the Site, and annual grant payments equal to 85% of the aggregate ad valorem taxes paid by the Company or any Affiliate to that local government the term attributable to the Equipment located at the Site.

Additionally, Ms. Bolick said this economic development agreement will be the largest project in the history of the City of Lenoir and Caldwell County. She stated Project Cardinal plans to meet or exceed a $600 million investment in site improvements and equipment within five years and create thirty (30) full-time jobs to be located at the Site that pay at or above the annualized average wage of $49,333 in the County within five (5) years after the last party has executed the incentive agreement. The term of the economic development agreement grant period shall be for 20 years, beginning within 3 years of certificate of occupancy and ending with the calendar year that is 20 years thereafter.

Ms. Bolick stated this is a performance-based grant and no money will be paid until all performance goals are met by the company. The first payment would be following the investment and reporting to the Caldwell County Tax Office.

Ms. Bolick reviewed the public benefits as follows:
- Diversify and stabilize the tax base
- Increased revenue will support vital public services at no cost to taxpayer
- Reducing the tax burden on citizens
- Community Support for non-profits and education

Ms. Bolick stated the company is respected and a great corporate citizen with limited demand on public services. She further shared the company is responsible and engaged in the community.

Next, Brad Hefner, representative for Project Cardinal stated he has been a resident of Caldwell for 23 years and proud to call Caldwell County home. He shared that he has been associated with Tapaha for over 12 years with 7 as manager of the data center. Mr. Hefner said Google was one of the first data centers in the United States and presented background information on what a data center is.

Mr. Hefner stated the data center provides digital services, maps, search engine and AI. He reported since 2007, Project Cardinal has invested over $1.2 billion in Lenoir since 2006 and awarded over $19 million to organizations and non-profits in North Carolina. In 2010, they gave almost $3 million for investments and donations such as CCC&TI and Helping Hands. Mr. Hefner said the company provides jobs in the areas of technology, electrical, and civil engineers, and provides workforce development for those jobs. He also referred to how employee of the company give back by volunteering and serving on local boards.

Next, Ms. Bolick explained the Local Development Act, North Carolina General Statute N.C.G.S. §157-7.1 (“Act”), authorizes the Local Governments to make appropriations for the purpose of aiding and encouraging the location of manufacturing enterprises and industrial and commercial facilities in or near their boundaries, and for other purposes which in the discretion of their governing bodies will increase their taxable property and business prospects. Ms. Bolick respectfully asked for the City of Lenoir and Caldwell County’s support of this project.

Commissioner Church stated public comments will now be received and shared the County Commissioners and City Council would not be answering any questions.

Public Comments

1. Lynette Ramsey, 5140 JM Craig Road, Granite Falls, NC, thanked Caldwell County, City of Lenoir and Google for this project. Ms. Ramsey stated she has done some research and gave examples of what a large tax grant would do such as provide vital programs. Ms. Ramsey mentioned Google would be the number one taxpayer in the County and stated she is strongly in favor of the project.

2. Dr. Mark Poarch, CCC&TI President, commented on behalf of the college. Dr. Poarch spoke in favor of Project Cardinal and reported Tapaha has been a great partner with CCC&TI since 2007 which continues today. Dr. Poarch said CCC&TI was the first institution to work with Google to prepare students in IT and the program is still active today.

   Dr. Poarch pointed out that during COVID, he contacted Google and they responded with assistance by providing video conferencing for Hibriten High School along with South Caldwell and West Caldwell. Dr. Poarch mentioned they further provided chromebooks' for students, expanded broadband and added internet access to school buses so students could access Wi-Fi remotely. He emphasized Tapaha was a major supporter of the college and thanked them for being an excellent community partner. Dr. Poarch stated he looked forward to continuing their relationship in the future.

3. Jerry Church, Retired Manager, Town of Granite Falls, CCC&TI Chair, stated the proposed $600,000,000 was quite an investment and would provide much needed tax revenues/value for the City and County. Mr. Church referred to the proposed new courthouse and new Science Building at CCC&TI and highly recommended approval of the economic incentive agreement.

4. Bryan Moore, 208 Hibriten Avenue, President of Caldwell Chamber of Commerce stated Tapaha was a great corporate citizen and in the top ten list of taxpayers in Caldwell County. He shared how Google was the first company to offer assistance to small businesses during COVID as well as recently assisting the Caldwell Senior Center with free laptops, Wi-Fi and training classes. Additionally, they have invested in STEM and installed Wi-Fi in school buses. Mr. Moore further stated Google has assisted the Chamber of Commerce and enhanced their website along with working with non-profits and Boards. Mr. Moore stated he was grateful for all of their support.

5. Bill Slagle, State Director, Existing Industry Expansions, Economic Development Partnership of North Carolina, stated he has done multiple projects and remarked data centers are here to stay. Mr. Slagle stated he has worked with Caldwell County and shared that our area has set a trend for western North Carolina with millions invested in various communities. He stated he strongly supports Project Cardinal.

6. Don Phipps, Superintendent, Caldwell County Board of Education stated Project Cardinal has value along with added benefits for the Caldwell County school system. He remarked the school system could not provide for the students like they currently can without Google's involvement and support.

7. Hannah Morrison, Caldwell County United Way, stated Tapaha supports non-profits and read a letter of support from Executive Director Jamie Willis who was unable to attend the meeting.

A copy of the letter is attached to these minutes as reference (Attached Pg. 48).

Mrs. Willis wrote that she has strong support for Google and their extraordinary contributions to Caldwell County. She mentioned Google has been a vital partner to United Way and numerous non-profits, making a lasting difference in the lives of countless residents. Additionally, Mrs. Willis wrote that Google's commitment to many other nonprofits in Caldwell County, empowered organizations to serve the community more effectively. Their contributions-financial, volunteer-based, and technological-have been transformative. She encouraged the County Commission and City Council to continue supporting Google's presence in Caldwell County and the City of Lenoir.

8. Keith Hindman, Communities in Schools (CIS), thanked Google for their generous donations and support. He shared that Google has had a profound impact on the community by providing vital resources, programs, and educational tools for CIS. Mr. Hindman stated Google helps us face challenges and he thanked them for their integral partnership.

9. Dr. David Lowery, President & CEO of UNC Health and Caldwell shared that when he joined UNC Health six years ago, there were 120 doctors and now there are 500, as some services are now provided virtually. He stated the hospital has been able to recruit critical specialists to our area and pointed out they were growing in the community. Dr. Lowery further remarked that people want to be associated with a winner and it is outstanding that Google is located in Lenoir because it enhances the hospital's ability to recruit. Dr. Lowery stated Project Cardinal benefits the community and he strongly supports the project.

10. Bob Floyd, Mayor of Cedar Rock, stated he appreciates the leadership of the City of Lenoir and Caldwell County to bring this project to this point along with their foresight in looking ahead to the future because it will make a difference. Mr. Floyd stated he lives in Caldwell County and has worked with both the City and County. He shared several positive comments about the incentive agreement.

11. Michael Dineen, Lenoir Housing Authority, stated Google partners with the Housing Authority and has provided laptops and Wi-Fi for the 350 residents. Mr. Dineen also stated Google provides weekly nutrition for the residents. In addition, Mr. Dineen reported that in 2021, the Housing Authority was awarded a $50,000 grant to assist with providing services. He stated he greatly supports Project Cardinal.

There being no further public comments, Chairman Church closed the public hearing on behalf of the County Commissioners and asked for a motion.

First Motion – Caldwell County Commission

Upon a motion by Commissioner Jeff Branch, the Caldwell County Commission voted 4 to 0 to adopt the Economic Development Agreement between Caldwell County, City of Lenoir and Tapaha Dynamics, LLC as submitted and as presented.

Mayor Gibbons closed the public hearing on behalf of City Council and asked Council for any comments and/or a motion.

Second Motion – Lenoir City Council
Upon a motion by Councilmember Jonathan Beal, City Council voted 6 to 0 to approve the Economic Development Agreement between Caldwell County, City of Lenoir and Tapaha Dynamics, LLC as described above as submitted and as presented.

A copy of the economic development agreement is attached (Attached Pg. 49.)

STREET CLOSING ORDINANCE FOR A PORTION OF VIRGINIA STREET:

G. Consideration of a Resolution Ordering the Closing of a Portion of Virginia Street between 815 and 1021 Virginia Street: In accordance with NCGS §160A-299, the Lenoir City Council will hold a public hearing at the City/County Chambers on Tuesday, October 22, 2024 at 5:00 p.m. The Resolution of Intent was advertised for four (4) consecutive weeks in the Lenoir News-Topic on the following dates: September 24th and October 1st, 8th and 15th, 2024 for the street closure. Letters were sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records advising them of the day, time and place of the meeting, and city staff prominently posted notices along the street. Upon the conclusion of the public hearing, City Council may act on the Resolution Ordering the closing of a portion of Virginia Street from 815 Virginia Street to 1021 Virginia Street.

Mayor Gibbons opened the public hearing to receive public comments and recognized Hannah Williams, Planning Director.

A copy of Director Williams staff report regarding the closing of the segment of Virginia Street is attached to these minutes (Attached Pg. 62).

Director Williams opened a Power Point presentation (Attached Pg.24) and reviewed information about the proposed closing of a segment of Virginia Street.

Director Williams stated Tapaha Dynamics proposes to close Virginia Street in the area where they own both sides of the street. The original exhibit shown at the September 17th meeting when Council adopted the resolution of intent to close this segment showed the southern terminus at 1021 Virginia Street, but now it is closer to 1005-C Virginia Street.

Director Williams reviewed a map (Attached Pg. 65) showing the ownership along all of this section of Virginia Street. She explained the blue area is property owned by Tapaha, the green area is property owned by Duke Energy, the red area is other private ownership and the purple line is the segment to be closed. Additionally, Director Williams shared that Tapaha Dynamics is the project applicant (application attached) and stated that Duke Energy has provided the City of Lenoir with a letter of support which was submitted for the public record. She stated that Duke Energy and Tapaha Dynamics both have no objections to the road closure.

Director Williams stated that both Tapaha Dynamics and Duke Energy have no objections to the road closure. She also stated that Tapaha Dynamics is the project applicant, and

Duke Energy provided City of Lenoir with a letter of support (Attached Pg.66).

Director Williams reviewed the procedure to close the proposed segment of Virginia Street which includes:

a) Adoption of a Resolution of Intent on September 17, 2024. (Attached Pg. 67)
b) Signs posted on September 23, 2024 and checked following Hurricane Helene in late September.(Attached Pg. 70)
c) Letters sent by Certified Mail to all abutting property owners on September 30, 2024.(Attached Pg. 74)
d) Advertised legal notice in the Lenoir News Topic on September 24, October 1, 8, & 15. (Attached Pg. 78)
e) Public Hearing scheduled on October 22, 2024.
f) City Council votes whether to close the segment of Virginia Street following public hearing.

(A copy of the closing order is attached on Pg. 79 of these minutes.)

Next, Director Williams shared the background information of the property. The property was maintained by NCDOT until 2015 when the City of Lenoir requested to take over maintenance in April 2015 in anticipation of economic development expansion. NCDOT abandoned this segment in May 2015. (A copy of the history is attached on Pg. 83)

Director Williams further reported that Staff contacted all emergency and public services directors in Lenoir and Caldwell County, and no one saw any adverse impacts on City and County public and emergency services from closing the segment of Virginia Street. (Copies of the emergency and public services statements are attached Pg. 91.)

Director Williams restated that no property owners on Virginia Street will lose ingress/egress to their property. She pointed out alternate routes which include Fairview Drive, Overlook Drive/Harrisburg Drive and Southwest Boulevard.

Director Williams review a travel demand model from the Greater Hickory MPO and reported that all streets just mention are under capacity. Director Williams also reviewed a map of alternative routes – SW to downtown and SW to Blowing Rock Boulevard.

Also, Director Williams presented traffic counts data as follows:

a) NCDOT annual average daily trips – 1,948 in 2023
b) Lenoir Police Department Loop Counter in August 2024 – Counted 10,000 trips – 5 days and 2,000 trips per day

Additionally, Director Williams stated changing the route on Fairview Drive would add 0.3 of a mile making the mileage now 4.5 miles. It would also create .3 of a mile to the Virginia Street route equaling to a total of 5.9 miles. (Traffic volume and capacity information, traffic count data, and alternate routes attached starting on Pg. 98 of these minutes.)

Director Williams further reported the Virginia Street Bridge was inspected by NCDOT in May 2024 and received a 99.55% sufficiency rating and was reported to be safe. Mattern & Craig Engineers completed a second bridge inspection on October 16, 2024 and agreed with the May 2024 NCDOT inspection report.

The bridge report and the letter of concurrence from Mattern and Craig were submitted for the public record.

(A copy of the bridge report and letter are attached, Pg. 105 to 159.)

Further, Director Williams presented data from the USGS (Stream Gauging Network) and reported Lenoir did not experience major flooding from Hurricane Helene, but noted Lower Creek came within 1.45 feet of the record high. The annual rainfall in Lenoir is around 48 inches and Lenoir received about 10 inches of participation in a 4-day span before and during Hurricane Helene. She stated this information was provided by the National Weather Service out of Greenville-Spartanburg area. Also, it was noted that Helene was a significant event, and it still did not impact the Virginia Street bridge. (Rainfall and flooding data attached, Pg. 160.)

As information, Director Williams provided examples of businesses that have only one ingress or egress including:

- Lenoir Water Plant
- Two Lenoir Wastewater Treatment Plants
- Lenoir Aquatic Center
- Former Avery Dennison Building on German St
- Complex St Business Park
- Industrial Ct
- JBS off Homegrown Ct
- Georgetown Estates
- Tremont Park/Stonecroft
- Woodridge Estates

(A map showing these locations is attached on Pg. 163.)

Director Williams further clarified that Tapaha has agreed to provide a temporary access easement for the listed properties on Virginia Street should an event occur. (A copy of the deed of easement for utilities and temporary emergency access is attached on Pg. 164.)

Director Williams reiterated the abandonment of the street will in no way degrade the efficiency of the provision of any City services, including but not limited to garbage collection, fire and police protection, access to emergency medical services, delivery of both water and sewer services, or school bus routes. Additionally, the closing of the public right-of-way is not contrary to the public interest and no individual owning property abutting or in the vicinity of the street will as a result of the abandonment be deprived of reasonable means of ingress and egress to their property.

Public Comments

1) Mr. Jerry Church, 9 Morningside Drive, Granite Falls referred to the proposed tax incentives and encouraged Council to approve it. He stated this is an important project which will benefit both Lenoir and Caldwell County.

2) Mr. Max Prestwood, 1231-A Fairview Drive, referred to the number of tractor/trailer trucks that travel on Virginia Street and cited safety and traffic issues. He stated the intersection is offset and the poles are right against the street. Mr. Prestwood further mentioned tree limbs hanging over the road and explained that you have to stop or pull onto the road to turn left onto Virginia Street. Mr. Prestwood reported the road is too narrow for these trucks and asked what upgrades would be made if the street was closed.

3) Ms. Donna Kent Barlow, 2277 Kent View Circle, Gamewell, NC. Ms Barlow asked why the street needs to be closed. Ms. Barlow read a letter from her brother, Robert Kent, who lives off of Miller Hill Road and opposes the proposed street closing. Mr. Kent was unable to attend the meeting. Ms. Barlow read several issues that Mr. Kent would like to

be addressed as follows 1) fix the intersection, 2) repair the drop-off on Fairview Drive, 3) add another turning lane, and 4) request Google to donate $5 million to the City to be used for improvements to Mulberry Recreation Center and Lenoir Greenway. Ms. Barlow stated the additional cars would add to the turning issue and noted their property values would decrease. She asked why the citizens of Virginia Street cannot receive compensation for the street closing and asked Council to table this request for now. (A copy of the letter is attached on Pg. 170.)

4) Mr. Randy Steskal, Taylorsville, NC, stated he owns property on Miller Hill Road and people would be driving 600 extra miles per year by changing the route. He asked why Google could not go across the street from their current facility. He further mentioned the extra traffic, the Fairview Drive bridge and access for emergency vehicles should there be an accident or event happen that blocked the bridge. Mr. Steskal asked Council to assess and study the bridge plus look at other options.

5) Mrs. Regina Barrier, 2949 Palmer Place, Hudson, NC said her late husband owned property on Virginia Street which he left to her son and remarked she is currently trying to sell it in order to settle his estate. Mrs. Barrier stated she opposes the street closing because it is an inconvenience that hinders their access. She also cited safety issues and said the bridge is 80 years old. Mrs. Barrier asked Council to consider the City's Emergency Response Plan or provide a second entrance.

6) Mr. J. R. Smith, County resident, stated he didn't understand why the street needs to be closed and pointed out he pays taxes. Mr. Smith stated the residents are at the mercy of City Council and asked Council to look at other alternatives and think about the residents when making their decision.

7) Ms. Shirley Daniel, 1011 Emerald Place, stated her house is on the corner before you reach SW Boulevard and it has been hit by a vehicle previously. She asked Council if any research has been done for that side of Virginia Street and asked for clarification as to why the street is being closed. Ms. Daniel said the speed limit is 20 mph and pointed out she previously asked the state to put up guardrails, but they only placed a sign on the street.She cited safety issues plus the additional traffic on Emerald Place and asked Council to consider the residents.

8) Ms. Joyce Younce, 1007 Emerald Place, cited additional traffic and asked Council to help Dulatown. She stated she wasn't against Google and mentioned the residents currently have easy access to their property.

9) Mr. Robert Caldwell, 2392 Baptist Church Road, County resident, stated he opposes the street closing and referred to people speeding along with the narrow road. He suggested installing a traffic signal and further remarked that Google could build a bridge over the road instead. Mr. Caldwell stated the residents needs answers.

10) Ms. Arnita Dula, 1954 10th St. Place, Hickory, NC shared her mother resides on Virginia Street and said the intersection is horrendous. Ms. Dula stated you have to pull out onto the road in order to be able to see and asked how much the street closure would increase EMS's response time. She commented she doesn't have a say in the matter since she lives out of town.

11) Attorney Andrew Howell, Hickory, NC stated he represents two (2) property owners who

are in opposition of the street closing. Attorney Howell stated a machine fabricating business is located on this street which is very dangerous work and, should an emergency occur, they will only have one access point. He also shared the company provides safety equipment, maps, and wash stations for the employees. Attorney Howell stated this is a large manufacturing area and presented 15 one page exhibits for the record. Attorney Howell further stated there has been a total lack of communication with the community and noted he has witnesses. He emphasized the residents not knowing the reason for the closing is not reasonable and informed Council they have the authority to have an evidentiary hearing with witnesses. Attorney Howell cited significant issues with the request along with it affecting property values. (A copy of Attorney Howell's 15 exhibits is attached to these minutes on Pg. 172.)

12) Mr. Mitchell Setzer, 3285 Mabel Lane, County resident, shared his grandfather started City Machine Shop in 1953 and staff performs work for the community. Mr. Setzer stressed that if the bridge is closed, his business and other businesses won't survive. He mentioned that it took six months to repair the Fairview Drive bridge after it was hit by a truck and suggested Google put up a fence as an alternative solution. He further asked Council to vote against this request.

13) Ms. Rita Hubbard, 1101 Virginia Street asked City Council to table the request until the dangerous intersection can be repaired and also cited safety issues such as the response time for emergency services.

14) Mr. Ralph Dula, 1538 Miller Hill Road, County Resident stated he didn't want his businesses to have to close.

15) Mr. Cory Bowman, Bethlehem, NC stated he previously worked for several trucking companies in Lenoir and stated the residents needed their street. He asked Council to think of the people when making their decision.

16) Mr. Randy Roper, 1075 Abingdon Road, County resident, said the street closing is affecting a number of residents and challenged City Council to come up with a solution that would benefit Google and the residents.

17) Ms. Paulette McCorkle, 1770 Dulatown Road, County resident, said the closing would be a hardship for the community. She referred to the dangerous intersection and asked Council to consider the residents and make a decision based upon them.

There being no further public participation, Mayor Gibbons closed the public hearing and asked City Council for action or any comments.

Councilmember Perdue inquired about the width of the road for Emerald Place and Virginia Street.

City Manager Hildebran recognized Planning Director Hannah Williams and Public Works Director Jon Hogan.

Director Hogan stated the road width was 20 to 22-feet wide and verified that the City follows the design standards and further stated the streets meet the design standards of federal highways. Director Hogan stated a further traffic study in the future would be warranted to make sure the roads are suitable for the volume of traffic on the streets in the area.

Director Williams remarked at this point, the City can't predict how future traffic will impact Fairview Drive or other alternate routes, but the City can determine what needs to be done when there is a demonstrated need. Director Williams referred to the trip count on the model and explained the trip count of 2,000 included vehicles coming and going.

Director Williams further said Tapaha requested closure for operational and security purposes.

In addition, Planning Director Williams referred to the emergency services response time and clarified that Fire Station No. 1 located in downtown would serve the northern terminus and Fire Station No. 2 located in Whitnel would serve the southern terminus. She reiterated the Fire Department does not anticipate any impact on response times.

Councilmember Perdue asked about a left turn lane on the loop and asked staff if they could work with NCDOT to review that issue. Director Williams stated staff can request the NCDOT division take a strong look at the intersections where we may anticipate more traffic.

Councilmember Crissy Thomas said she had similar questions as Councilmember Perdue and Beal.

Mayor Gibbons said he thinks the Council is in agreement that Council needs to look at the intersection and study traffic in the area.

Councilmember Beal said the City should consider studying the sightlines if the street is closed with Director Williams stating that can be done. Councilmember Beal asked if the City knows the timeline for when the street closing may occur. He cited resident's safety and stated Council wants to make good decisions for the residents.

City Manager Hildebran stated it wouldn't be imminent but possibly after the first of the year.

Mr. Beal further informed the residents that staff and City Council appreciates them and their comments won't be forgotten. He stated their safety is important to the City on a daily basis. He shared that the Fire Department has a three minute response within the city limits. He mentioned the intersection of Fairview Drive and Virginia Street is an odd intersection, but assured the residents that City Council will make sure to secure their safety. He added City Council cares about every neighborhood in the City.

Mr. Beal remarked Project Cardinal will add so much to the local economy and tax base moved to approve the street closing order.

Mayor Gibbons asked for any other discussion and called for a vote on the motion.

Motion

Upon the motion by Councilmember Beal, City Council voted 6 to 0 to adopt the Street Closing Order for Virginia Street and the Findings of Fact Report as submitted for the record and as presented.

(A copy the street closing order, deed of easement, and plat is attached to these minutes as reference starting on Pg. 188.)

WATER PURCHASE & ALLOCATION

AGREEMENT #2; TAPAHA DYNAMICS, LLC:

C. Water Purchase and Allocation Agreement #2; Tapaha Dynamics, LLC: City of Lenoir staff recommends approval of the proposed Water Purchase and Allocation Agreement #2 between the City of Lenoir and Tapaha Dynamics, LLC to insure water flow availability to meet current and future needs at the Tapaha Campus as submitted.

City Manager Hildebran reviewed the following:

- Tapaha Dynamics, LLC and the City are currently parties to an initial Water Purchase & Allocation Agreement, dated November 14, 2017, which outlines the duties and obligations of the parties for the provision of water and sewer services.
- With the proposed expansion of their Campus to the west, Tapaha has requested additional water flow availability to meet current and future needs on the overall Tapaha Campus for a term of 25 years.
- The City has adequate water capacity to serve Project Cardinal.
- Tapaha will voluntarily contribute $6,880,000 to the City of Lenoir to insure water flow availability to meet current and future needs on the Tapaha Campus.
- Tapaha will comply with water use polices, restrictions, and ordinances adopted by the City, just as all other utility customers.
- Tapaha will continue to pay the prevailing bulk water and sewer rates just as all other bulk utility customers during the term of the agreement.

City Manager Hildebran stated the City has adequate water and remarked that Joel Whitford, McGill Associates along with Public Services Utility Director Jeff Church and former Public Services Director Radford Thomas were in attendance if anyone has any questions.

Mayor Gibbons asked for any discussion of the agreement or a motion.

Motion

Upon a motion by Councilmember David Stevens, City Council voted 6 to 0 to adopt the Water Purchase and Allocation Agreement #2 between the City of Lenoir and Tapaha Dynamics, LLC to insure water flow availability to meet current and future needs at the Tapaha Campus as presented. (A copy of the Water Purchase and Allocation Agreement #2 is attached to these minutes on Pg. 199 as reference.)

Mayor Gibbons then asked Mr. Transou to identify Project Cardinal.

Mr. Transou said the County and City could officially link Project Cardinal with Google. Mr Transou said that going forward, the County and City will continue discussion with Google regarding the potential expansion of their data center in Lenoir.

X. ADJOURNMENT

A. There being no further business, the meeting was adjourned at 7:20 p.m.

_____ _____

Shirley M. Cannon, City Clerk Joseph L. Gibbons, Mayor

AFFP
NOTICE OF SPECIAL JOINT MEETI

Affidavit of Publication

STATE OF NC }
COUNTY OF } Caldwell SS

Carolyn Setzer, being duly sworn, says:

That she is sales representative of the Lenoir News Topic, a daily newspaper of general circulation, printed and published in Lenoir, County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

October 10, 2024

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Carolyn Setzer
sales representative

Subscribed to and sworn to me this 10th day of October 2024.

Michael C. Lambert, Sr, Notary Burke, County, NC

My commission expires: June 05, 2027

MICHAEL C LAMBERT SR NOTARY PUBLIC BURKE COUNTY, NC

00004614 71073115

CITY OF LENOIR
PO BOX 958
LENOIR, NC 28645

NOTICE OF SPECIAL JOINT MEETING & PUBLIC HEARING(S) - CALDWELL COUNTY/ CITY OF LENOIR

NOTICE IS HEREBY GIVEN that the Caldwell County Board of Commissioners and the City of Lenoir City Council will hold a joint special meeting and conduct public hearing(s)s as follows:
TIME: 5:00 P.M.
DAY: TUESDAY
DATE: OCTOBER 22, 2024
PLACE: CITY/COUNTY MEETING CHAMBER
905 WEST AVENUE
LENOIR, NC 28645
PURPOSE: To consider the provision of economic development incentives pursuant to N.C.G.S. 158-7.1. The Board of Commissioners and City Council intend to consider awarding an economic development incentive to Project Cardinal which anticipates that the total investments in Improvements and Equipment to be located on the Site will equal or exceed Six Hundred Million Dollars ($600,000,000.00).
The value of the incentive is based upon the appraised value each year as appraised by the Caldwell County Tax Administration Office. The amount of Caldwell County and City of Lenoir property tax revenues which will be billed to the company for their capital investment in Improvements and Equipment for Project Cardinal will exceed the amount to be paid out by the county and city for economic development grants. Each of the local governments will provide annual grant payments equal to 50% of the aggregate ad valorem taxes paid by the Company or any Affiliate to that local government during the term attributable to the Improvements upon the Site, and annual grant payments equal to 85% of the aggregate ad valorem taxes paid by the Company or any Affiliate to that local government during the term attributable to the Equipment located at the Site.
Project Cardinal will invest $600,000,000 and create thirty (30) Full-Time Jobs to be located at the Site that pay at or above the annualized average wage in the County within five (5) years after the last party has executed the incentive agreement. The term of the economic development grant period shall be for twenty (20) years beginning within 3 years of certificate of occupancy and ending with the calendar year that is twenty (20) years thereafter. This would be a performance-based grant. No money would be paid until after performance goals are met. The first payment would be following the investment and reporting to the Caldwell County Tax Office. Questions concerning this proposed agreement and project may be directed to Ashley Bolick, Caldwell County Economic Development Director at (828) 728-0768.
OTHER AGENDA ITEMS:
During this special meeting, the Lenoir City Council will also conduct a public hearing for the purpose of giving consideration to the closing of Virginia Street between 815 and 1021 Virginia Street, and give consideration to a Water Purchase & Allocation Agreement for Project Cardinal.

Abigail Rich, NCCCC
Randy T. Church, Chair
Clerk to the Board
Caldwell County Board of Commissioners
Shirley M. Cannon, MMC
Joseph L. Gibbons, Mayor
City Clerk
City of Lenoir

Oct. 10, 2024

Special Joint Meeting & Public Hearing(s) Caldwell County & City of Lenoir

Tuesday, October 22, 2024

Welcome

Mark Transou,

Caldwell County EDAC Board Vice Chair &

Lenoir Business Advisory Board Chair

Convene Boards

Chairman, Randy Church

Mayor, Joseph Gibbons

Joint Public Hearing to Consider Economic Development Incentives

Project Cardinal Overview and Incentive Proposal

Ashley Bolick,
Caldwell County
Economic Development Director

Project Overview

- Meet or exceed $600 million in site improvements & equipment within five years
- Create at least 30 full-time jobs paying at or above $49,333

Tax Grant Structure

- 50% real property tax
- 85% personal property tax
- Applicable only to the new project
- 20-year term
- Performance-based grant

Public Benefits

- Diversify and stabilize the tax base
- Increased revenue will support vital public services at no cost to taxpayers
- Reducing the tax burden on citizens
- Community Support for non-profits & education

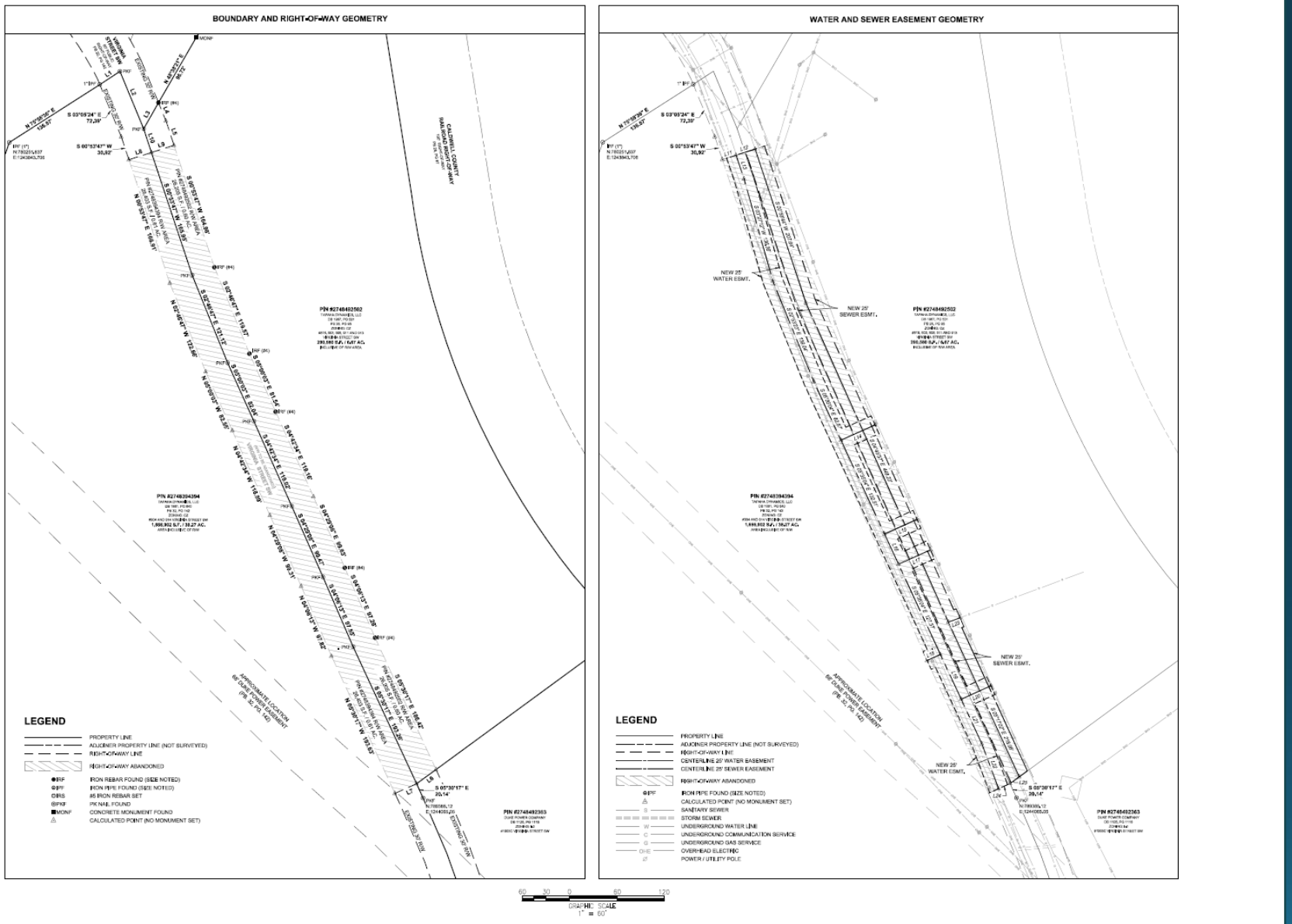
Consideration & Action

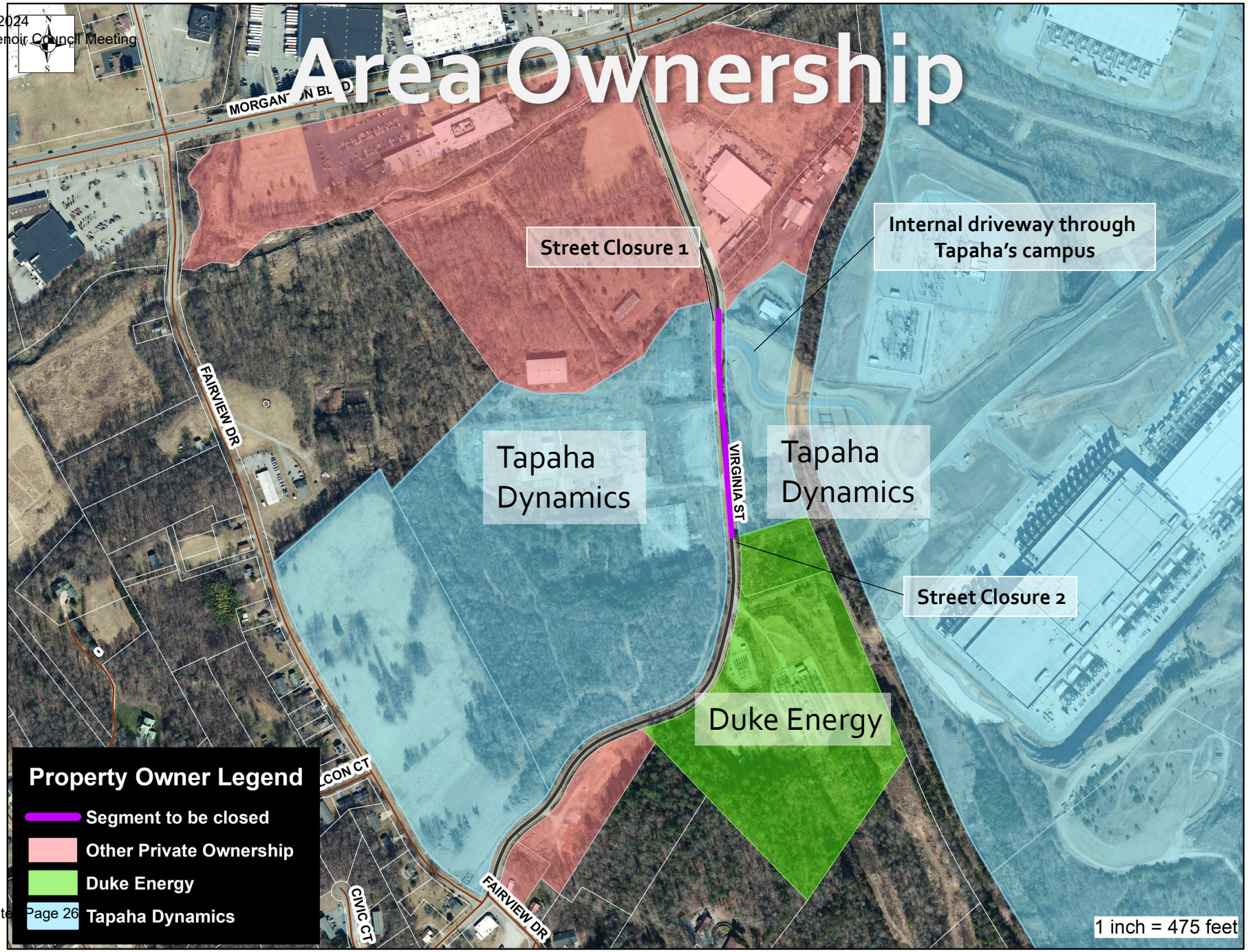
Public Hearing to Consider the Closure of a Segment of Virginia Street between 815 and 1021 Virginia Street

Public Hearing
Oct 22, 2024

Virginia Street Segment Closure

Applicant's Proposal




Area Ownership
Street Closure 1
Internal driveway through Tapaha's campus
Tapaha Dynamics
Tapaha Dynamics
VIRGINIA ST
Street Closure 2
Duke Energy
FAIRVIEW DR
FAIRVIEW DR
CIVIC CT
Property Owner Legend
Segment to be closed
Other Private Ownership
Duke Energy
Tapaha Dynamics
1 inch = 475 feet

Tapaha Dynamics & Duke Energy

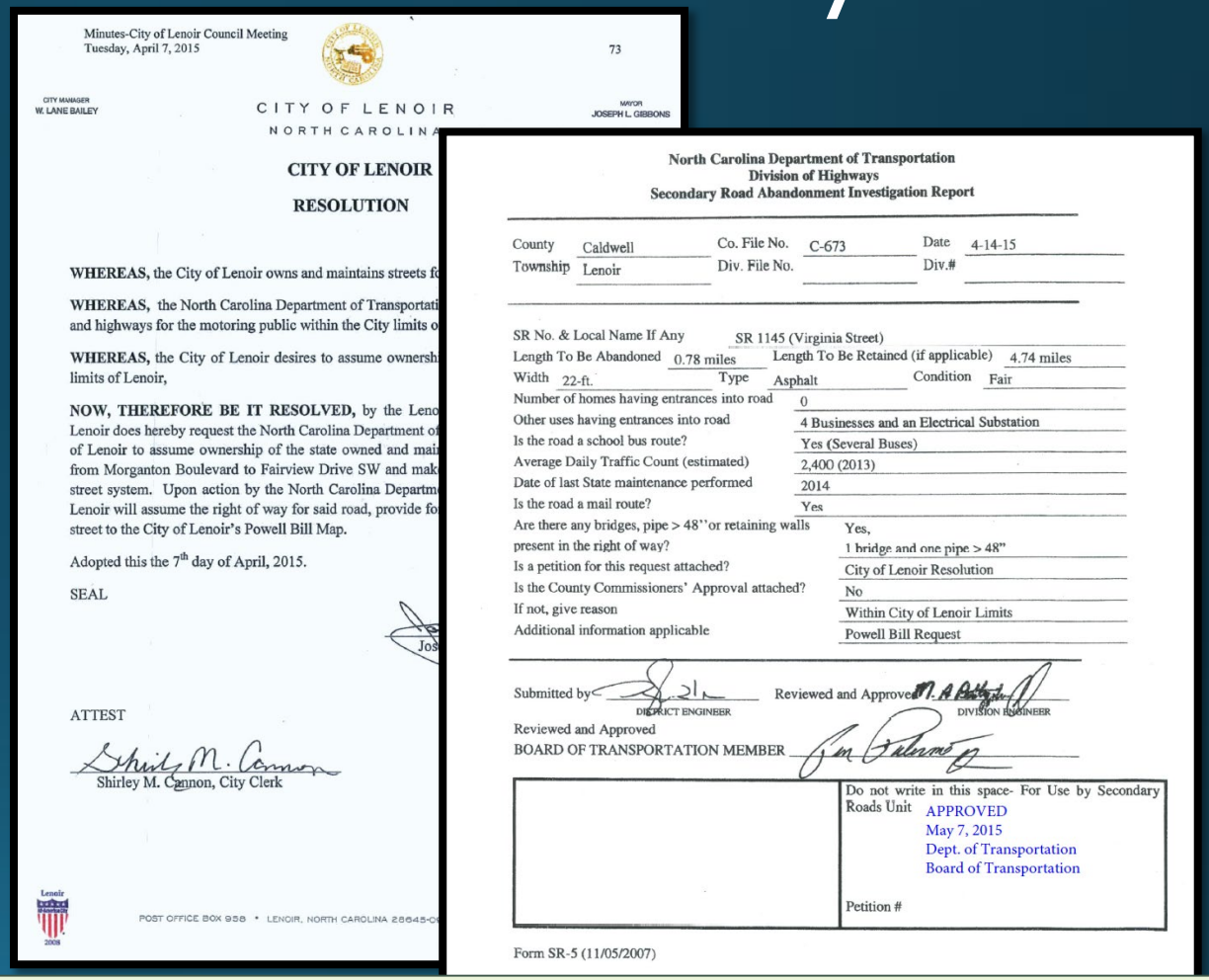
- Both Tapaha Dynamics and Duke Energy have no objections to the road closure
- Tapaha Dynamics is the project applicant
- Duke Energy has provided City of Lenoir with a letter of support

Procedure to close Virginia Street

- Resolution of Intent – September 17, 2024
- Signs posted – September 23, 2024
  - Checked on 10/3/24 following TS Helene
- Letters sent by Certified Mail to all abutting property owners – September 30, 2024
- Advertised in the Lenoir News Topic on Sept 24, and Oct 1, 8, & 15 2024
- Public Hearing scheduled – Oct 22, 2024
- City Council votes whether to close the segment of Virginia Street following Public Hearing

Virginia Street - Relevant History

- NCDOT Maintained until 2015
- Acquired by City of Lenoir for maintenance in 2015
  - City requested to take over maintenance in April 2015, in anticipation of economic development expansion
  - NCDOT abandoned this segment in May 2015



Minutes-City of Lenoir Council Meeting
Tuesday, April 7, 2015 73

CITY OF LENOIR
NORTH CAROLINA

CITY OF LENOIR

RESOLUTION

WHEREAS, the City of Lenoir owns and maintains streets fo

WHEREAS, the North Carolina Department of Transportati and highways for the motoring public within the City limits o

WHEREAS, the City of Lenoir desires to assume ownersh limits of Lenoir,

NOW, THEREFORE BE IT RESOLVED, by the Leno Lenoir does hereby request the North Carolina Department o of Lenoir to assume ownership of the state owned and mai from Morganton Boulevard to Fairview Drive SW and mak street system. Upon action by the North Carolina Departm Lenoir will assume the right of way for said road, provide fo street to the City of Lenoir's Powell Bill Map.

Adopted this the 7th day of April, 2015.

SEAL

ATTEST

Shirley M. Cannon, City Clerk

POST OFFICE BOX 958 • LENOIR, NORTH CAROLINA 28645-0

North Carolina Department of Transportation
Division of Highways
Secondary Road Abandonment Investigation Report

County	Caldwell	Co. File No.	C-673	Date	4-14-15
Township	Lenoir	Div. File No.		Div.#	

SR No. & Local Name If Any	SR 1145 (Virginia Street)
Length To Be Abandoned 0.78 miles	Length To Be Retained (if applicable) 4.74 miles
Width 22-ft.	Type Asphalt Condition Fair
Number of homes having entrances into road	0
Other uses having entrances into road	4 Businesses and an Electrical Substation
Is the road a school bus route?	Yes (Several Buses)
Average Daily Traffic Count (estimated)	2,400 (2013)
Date of last State maintenance performed	2014
Is the road a mail route?	Yes
Are there any bridges, pipe > 48"or retaining walls present in the right of way?	Yes, 1 bridge and one pipe > 48"
Is a petition for this request attached?	City of Lenoir Resolution
Is the County Commissioners' Approval attached?	No
If not, give reason	Within City of Lenoir Limits
Additional information applicable	Powell Bill Request

Submitted by DISTRICT ENGINEER Reviewed and Approved DIVISION ENGINEER

Reviewed and Approved
BOARD OF TRANSPORTATION MEMBER

Do not write in this space- For Use by Secondary Roads Unit
APPROVED
May 7, 2015
Dept. of Transportation
Board of Transportation

Petition #

Form SR-5 (11/05/2007)

Lenoir Code of Ordinances
Sec 18-27

Acceptance of streets that were previously maintained by the North Carolina Department of Transportation. The city may add streets, which were previously maintained by the North Carolina Department of Transportation (NCDOT), to the city's street system for maintenance upon the recommendation of the city manager. Streets added to the city street system for maintenance under this section shall be deemed as accepted by the city and officially added to the city's street system by action of the city council and approval of the North Carolina Board of Transportation. The official date of acceptance of such street and/or streets shall be the date mutually agreed upon by the city and NCDOT.

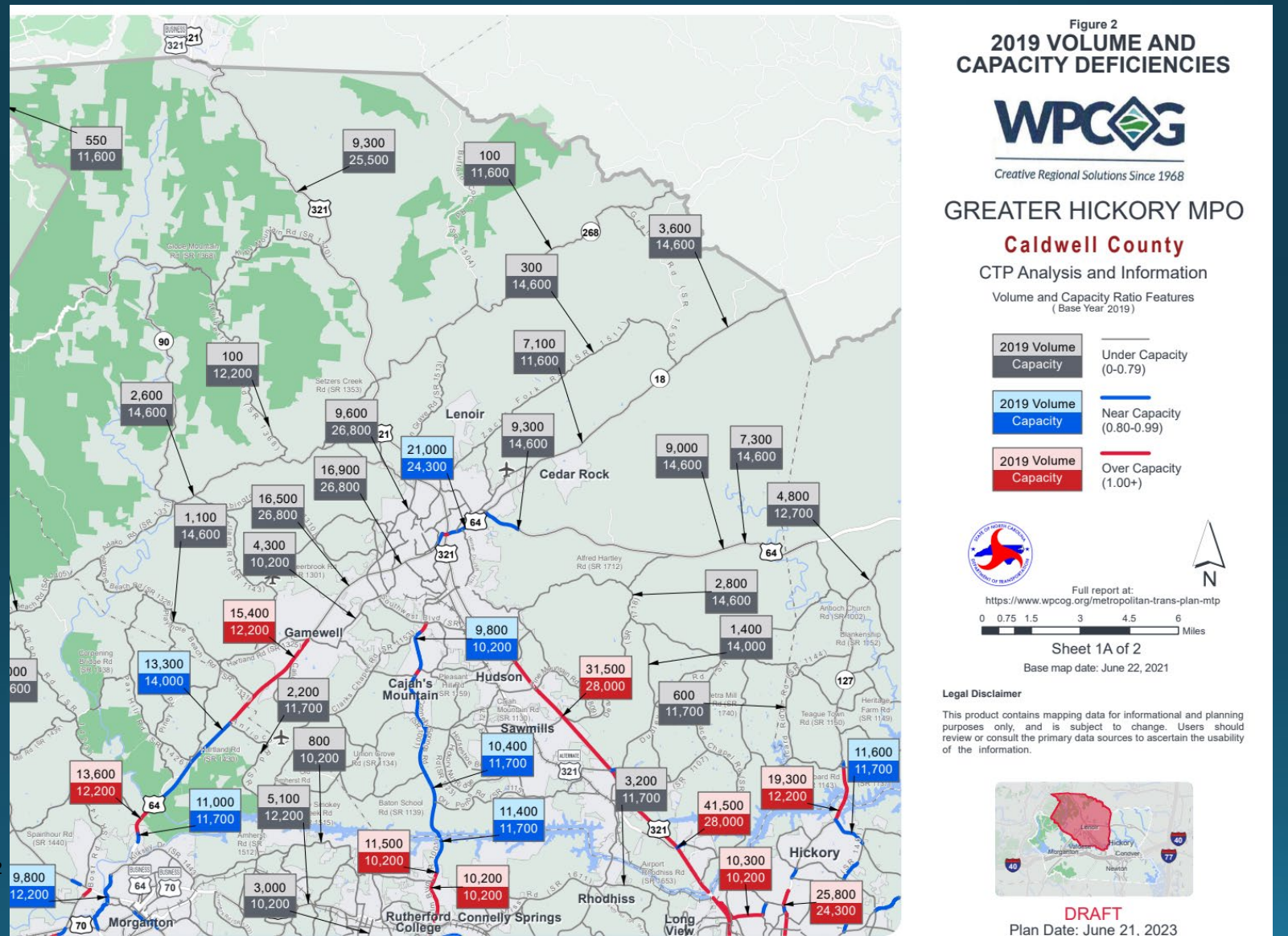
Public and Emergency Service Statements

- Staff contacted all emergency and public services directors in Lenoir and Caldwell County, and no one saw any adverse impacts on City and County public and emergency services from closing the segment of Virginia Street.

Access for Property Owners

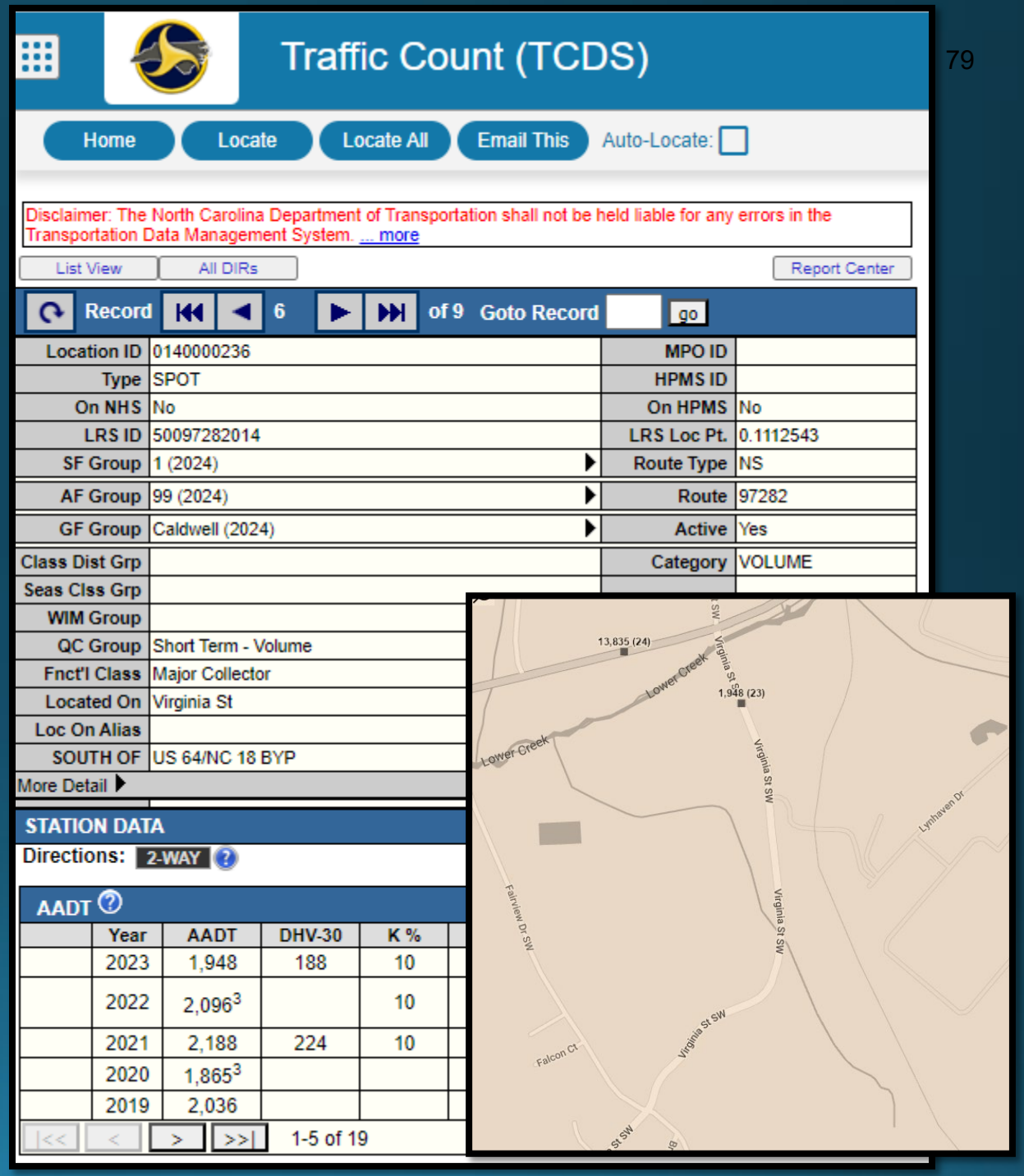
- No property owners on Virginia Street will lose ingress/egress to their property.
- Alternate routes include:
  - Fairview Dr
  - Overlook Dr/Harrisburg Dr
  - Southwest Blvd

MPO - Travel Demand Model



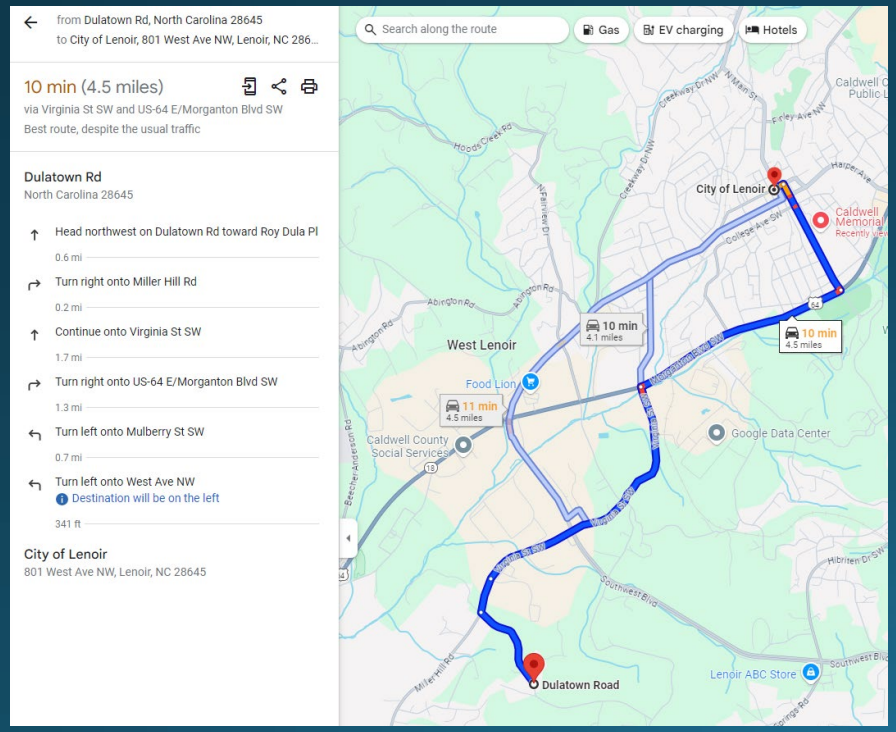
Traffic Counts

- NCDOT Annual Average Daily Trips: 1,948 in 2023
- Lenoir Police Department Loop Counter in August 2024
  - Counted 10,000 trips 5 days
  - ~2,000 trips per day

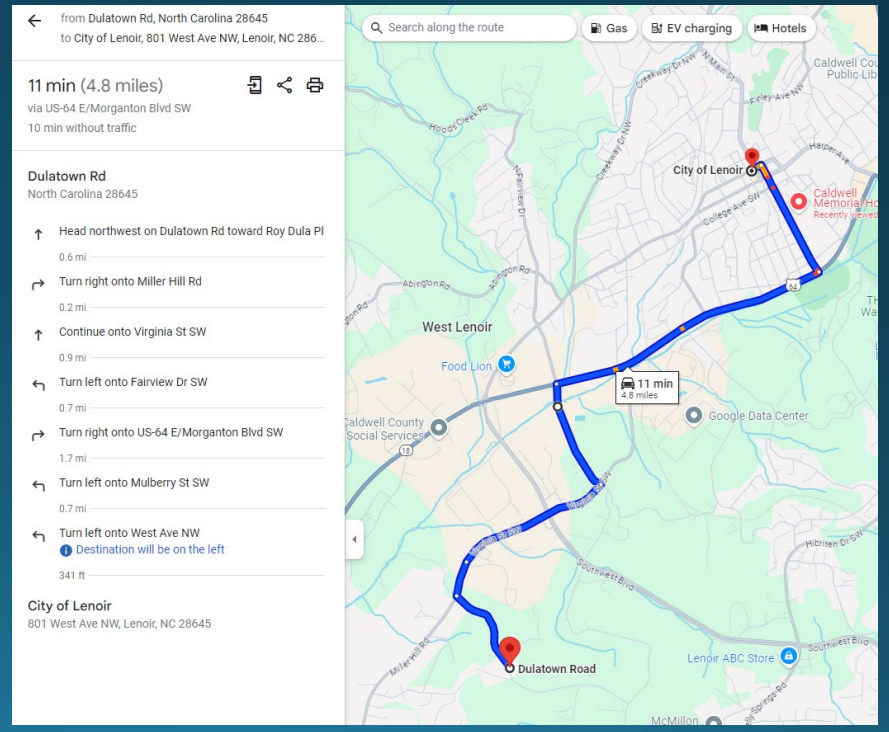


Alternative Routes – SE to Downtown

Before:
Southwest Lenoir to Downtown through **Virginia St**
4.5 miles



After:
Southwest Lenoir to Downtown through **Fairview Dr**
4.8 miles

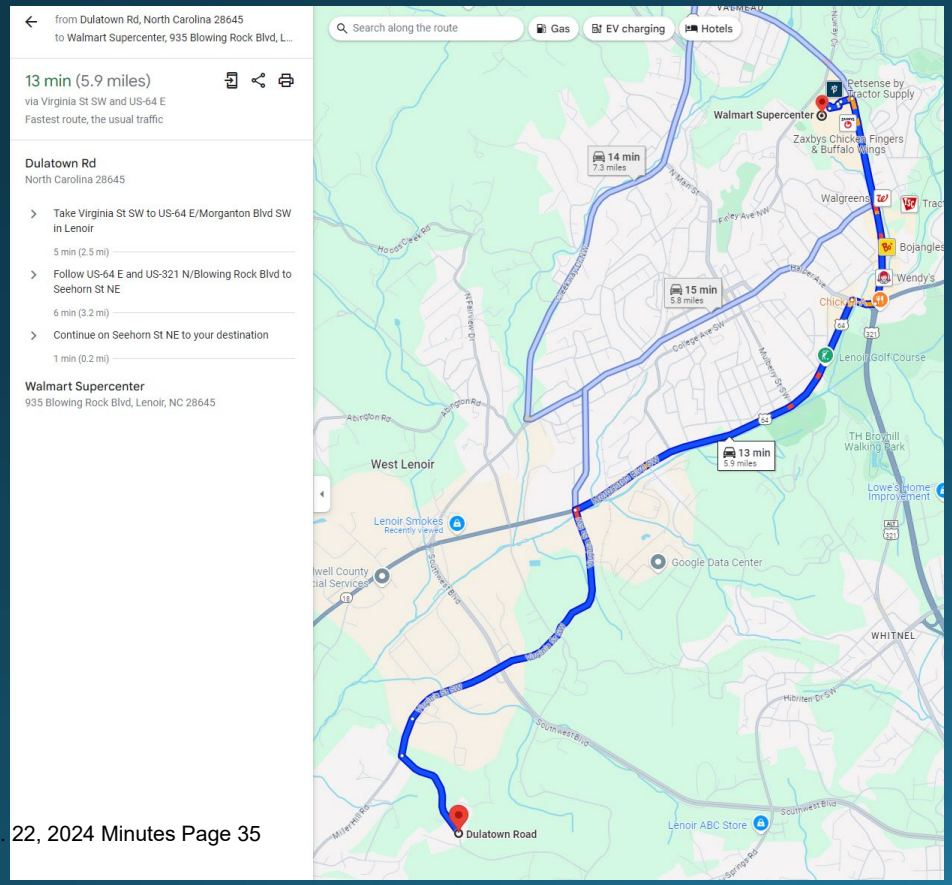


Alternative Routes – SE to Blowing Rock Blvd

Before:

Southwest Lenoir to Walmart through **Virginia St/NC-18**

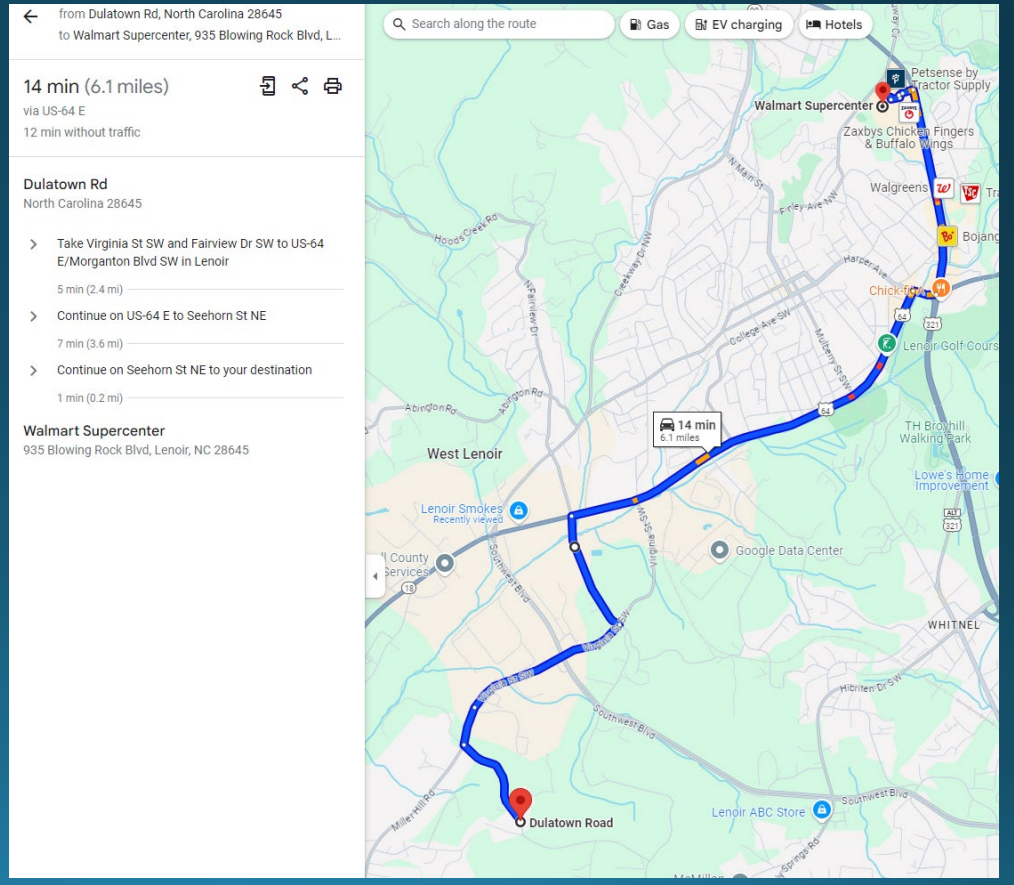
5.9 miles



After:

Southwest Lenoir to Walmart through **Southwest/NC-18**

6.1 miles



Bridge Inspections

- May 2024 Report states bridge is safe
  - 99.55/100
  - 54 Page structure safety report inspects conditions of materials, structure, age, service, and loads
- Second opinion by Mattern & Craig Engineers completed in October 16, 2024
  - Agrees with May 2024 Report

NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
STRUCTURE MANAGEMENT UNIT

ATTENTION: CITY OF LENOIR

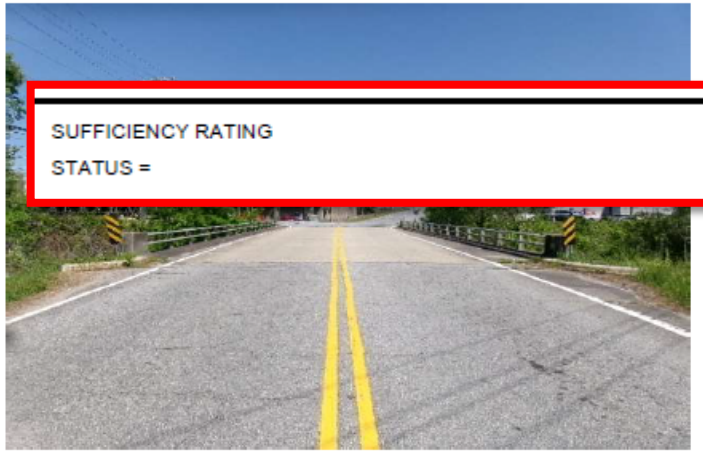
82

Structure Safety Report

Municipal Routine Element Inspection - Contract

STRUCTURE NUMBER: 130066 SAP STRUCTURE NO: 0140066 FHWA STRUCTURE NO: 000000000270066
DIVISION: 11 COUNTY: CALDWELL INSPECTION DATE: 05/02/2024 FREQUENCY: 24 MONTHS
FACILITY CARRIED: VIRGINIA STREET MILE POST:
LOCATION: 100 FT.S.JCT.US64,NC18BYP
FEATURE INTERSECTED: LOWER CREEK
LATITUDE: 35° 53' 51.28" LONGITUDE: 81° 33' 14.34"
SUPERSTRUCTURE: REINFORCED CONCRETE FLOOR ON I-BEAMS
SUBSTRUCTURE: E.BTS&INT.BTS:RC CAPS/PPC PILES @ VAR. CENTERS
SPANS: 3 SPANS. SEE SPAN PROFILE SHEET FOR SPAN DETAILS
☐ FRACTURE CRITICAL ☐ TEMPORARY SHORING ☐ SCOUR CRITICAL ☐ SCOUR PLAN OF ACTION
GRADES: (Inspector/NBI Coding) DECK 6 / 6 SUPERSTRUCTURE 7 / 7 SUBSTRUCTURE 7 / 7 CULVERT N / N
POSTED SV: Not Posted POSTED TTST: Not Posted

OTHER SIGNS PRESENT: (4) DELINEATORS



SUFFICIENCY RATING 99.55
STATUS =

	Sign noticed issued for	Number Required
	MIT	0
	ORS	0
	IDGE	0
NO	ONE LANE BRIDGE	0
NO	LOW CLEARANCE	0

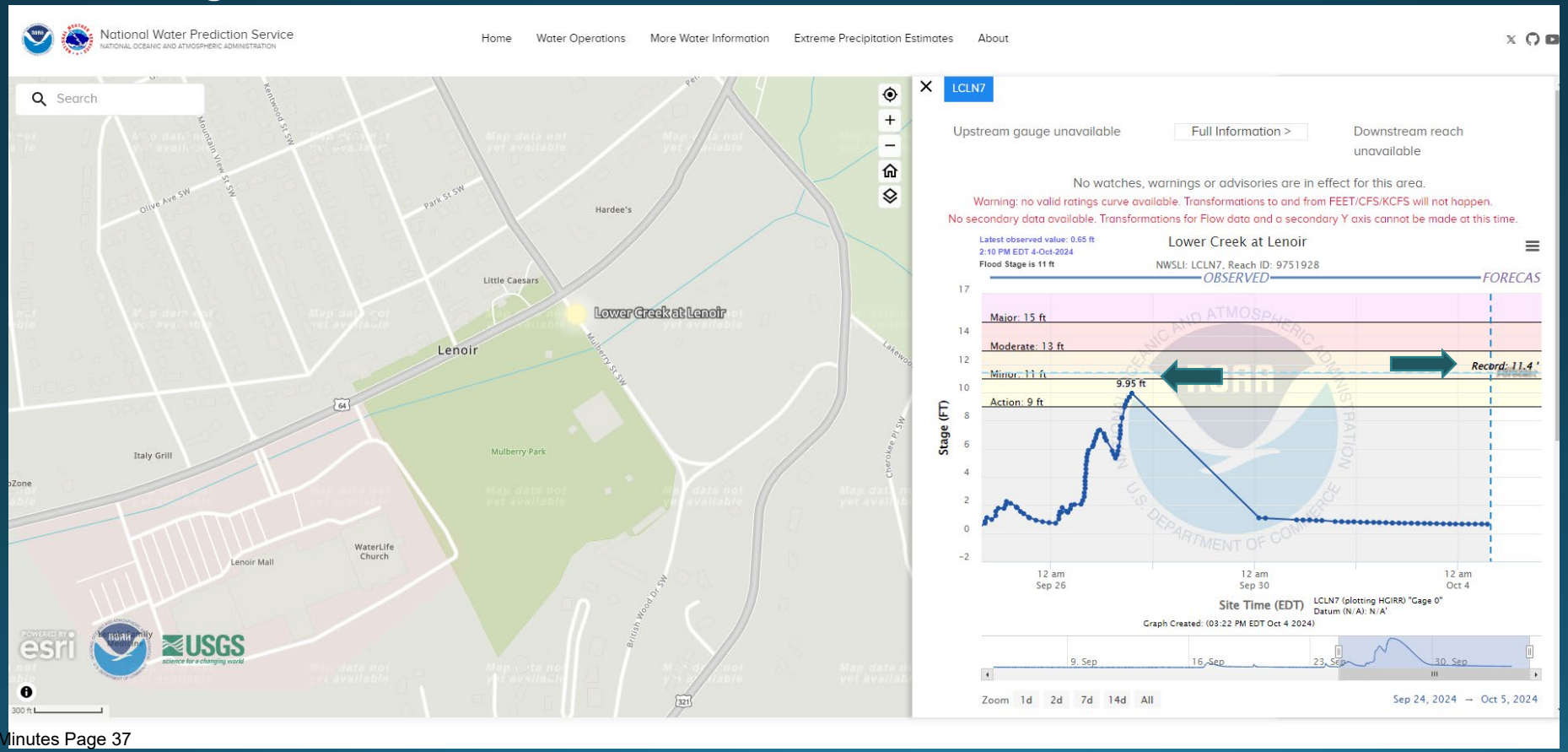
DIRECTION OF INSPECTION S-N
DIRECTION MATCHES PLANS

SOUTH APPROACH

INSPECTED BY	SIGNATURE	ASSISTED BY
JACOB W. DOBBINS	Jacob W. Dobbins	CAS

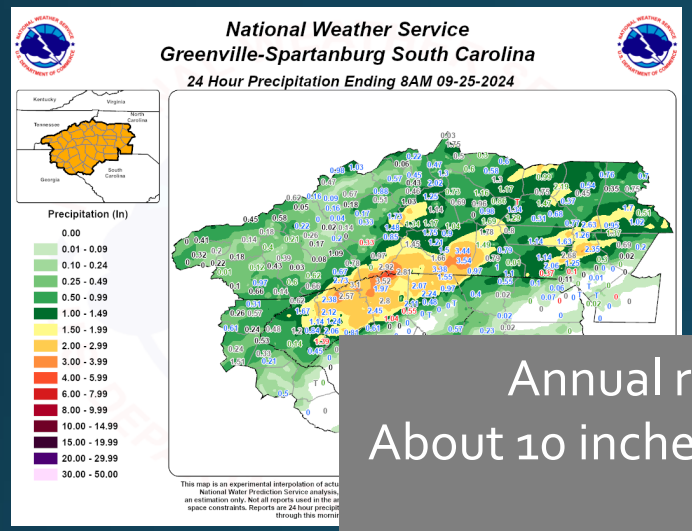
Impacts from TS Helene in Lenoir

USGS stream flow monitoring gauge located at the Mulberry Street Bridge (approx. 1.3 miles upstream) indicated stream elevation at the peak of the Hurricane Helene event to be within 1.45 feet of record height

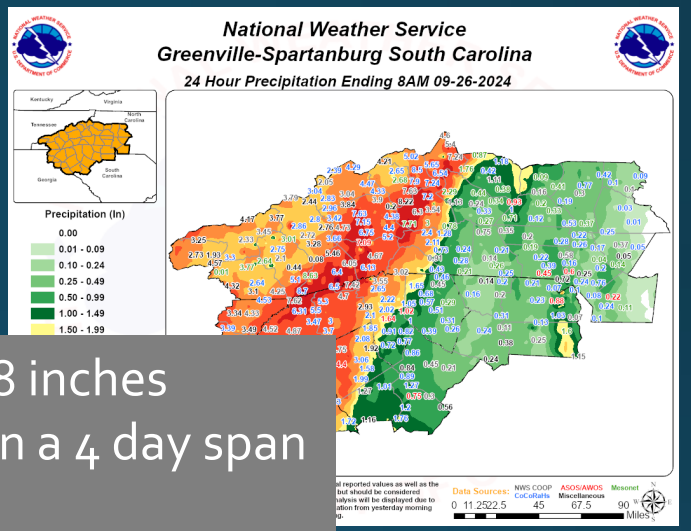


Impacts from TS Helene in Lenoir

9-25-24, .58 to 1.3 inches locally

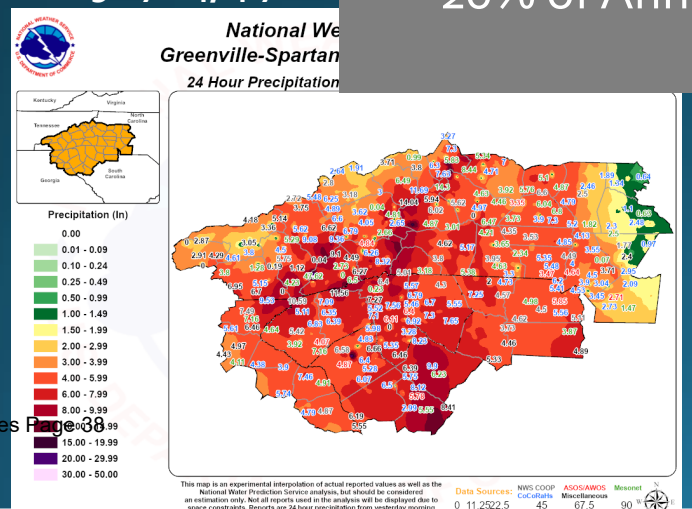


9-26-24, .42 to 1.11 inches locally

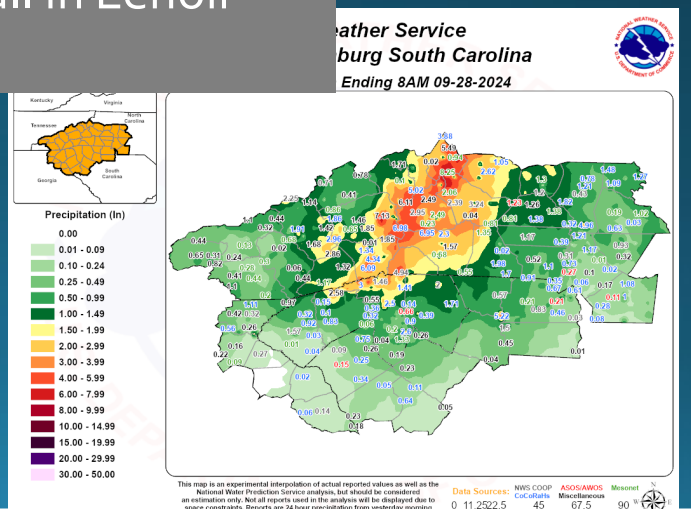


Annual rainfall in Lenoir: 48 inches
About 10 inches of precipitation in a 4 day span
=
20% of Annual Average Rainfall in Lenoir

9-27-24, 4.71 in



to 2.62 inches locally

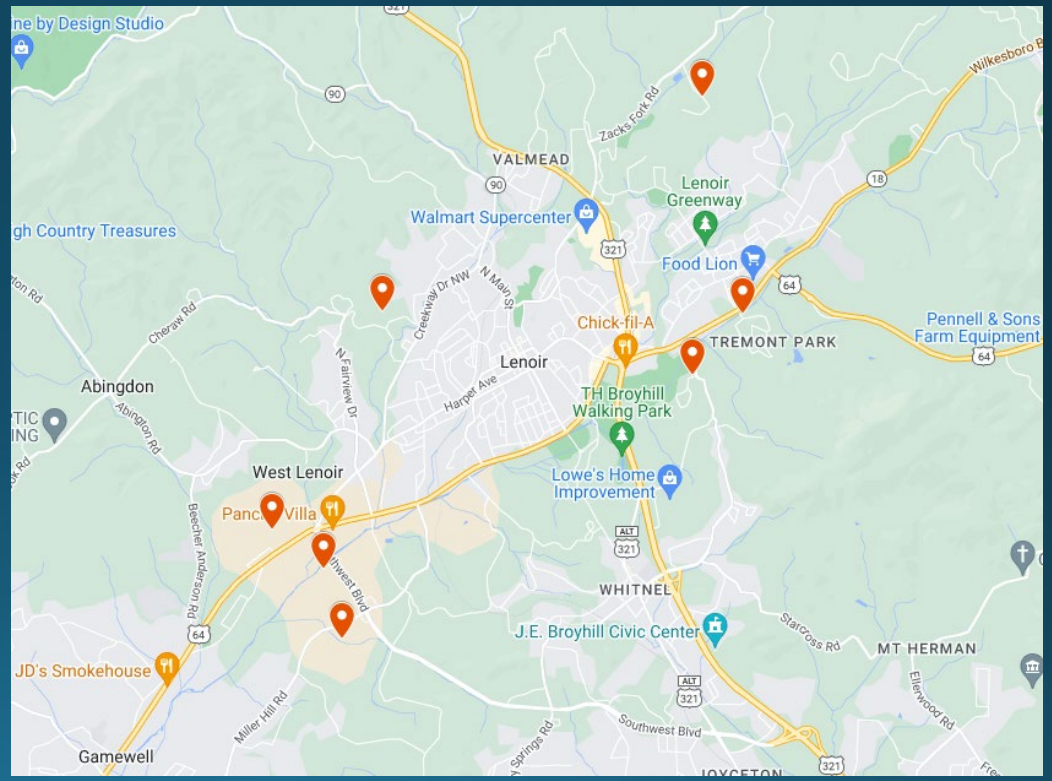


Source:
National Weather Service
Greenville Spartanburg
© 2024 WorldClimate.com.
This data comes from the US Climate Normals package.

Examples of Single Access Properties in Lenoir

- Lenoir Water Plant
- Two Lenoir Wastewater Treatment Plants
- Lenoir Aquatic Center
- Former Avery Dennison Building on German St
- Complex St Business Park
- Industrial Ct
- JBS off Homegrown Ct
- Georgetown Estates
- Tremont Park/Stonecroft
- Woodridge Estates

https://www.google.com/maps/d/edit?mid=13OBhh1lb9ViXXUhZ1dJb6-_lE52BxbQ&usp=drive_link



Emergency Access through Closure

- Tapaha Dynamics will grant a Temporary Emergency Access Easement
  - Should Virginia St Bridge become impassible and
  - If City or County declares State of Emergency
- Will assist property owners of the following properties:
    - 723 Unit A Virginia Street – NCPIN: 2749319109
    - 723 Lot B Virginia Street – NCPIN: 2749411176
    - 723 Virginia Street – NCPIN: 2749400730
    - 781/785 Virginia Street – NCPIN: 2749403744
    - 714 Virginia Street – NCPIN: 2749303670

Proposed Findings

- The abandonment of the street will in no way degrade the efficiency of the provision of any City service, including but not limited to garbage collection, fire and police protection, access to emergency medical services, delivery of both water and sewer services, or school bus routes; and
- The closing of the public right-of-way is not contrary to the public interest and no individual owning property abutting or in the vicinity of the street will as a result of the abandonment be deprived of reasonable means of ingress and egress to their property.

Consideration & Action

Water Purchase & Allocation Agreement for Project Cardinal

Scott Hildebran,
City of Lenoir
Manager

- Tapaha Dynamics, LLC and the City are currently parties to an initial Water Purchase & Allocation Agreement, dated November 14, 2017, which outlines the duties and obligations of the parties for the provision of water and sewer services.
- With the proposed expansion of their Campus to the west, Tapaha has requested additional water flow availability to meet current and future needs on the overall Tapaha Campus for a term of 25 years.
- The City has adequate water capacity to serve Project Cardinal.
- Tapaha will voluntarily contribute $6,880,000 to the City of Lenoir to insure water flow availability to meet current and future needs on the Tapaha Campus.
- Tapaha will comply with water use polices, restrictions, and ordinances adopted by the City, just as all other utility customers.
- Tapaha will continue to pay the prevailing bulk water and sewer rates just as all other bulk utility customers during the term of the agreement.

Consideration & Action

Project Identification

Mark Transou,

Caldwell County EDAC Board Vice Chair &

Lenoir Business Advisory Board Chair

Adjournment

Chairman, Randy Church

Mayor, Joseph Gibbons

United Way of Caldwell County LIVE UNITED

October 22, 2024

Jamie Willis
Executive Director
United Way of Caldwell County

Caldwell County Chairman Church and County Commission
Lenoir Mayor Gibbons and Council Members

Dear Chairman Church and Mayor Gibbons,

I am writing to express my strong support for Google and their extraordinary contributions to Caldwell County. Since joining our community, Google has been a vital partner to the United Way and numerous nonprofits, making a lasting difference in the lives of countless residents.

Their early support was instrumental in launching NC211 in Caldwell County, a critical service that connects residents with essential health and human services. With nearly $200,000 in continued financial backing, Google has sustained NC211 for our citizens to have access to this resource. In times of crisis, Google consistently steps up. During the COVID-19 pandemic, they provided essential funding to help our community navigate the challenges we faced. Most recently, following Hurricane Helene, Google made a significant impact by contributing three truckloads of supplies and donating $50,000 to our relief efforts. This generous support allowed us to provide essential gift cards to Caldwell County families, helping them secure food and other necessities during a difficult time.

In addition to their financial contributions, Google has been an active volunteer partner, particularly in our Weekend Food Backpack Program, where their team has helped pack meals for children in local schools. They've also shared their time and technological expertise to modernize our operations, enhancing both our efficiency and impact.

Google's commitment extends to many other nonprofits in Caldwell County, empowering organizations to serve the community more effectively. Their contributions—financial, volunteer-based, and technological—have been transformative.

I encourage the County Commission and City Council to continue supporting Google's presence in the Caldwell County and the City of Lenoir. Their dedication has strengthened our community, and their ongoing partnership will undoubtedly lead to even greater positive outcomes.

Thank you for your consideration.

Jamie Willis
Executive Director
United Way of Caldwell County

Think. Live. Give. United.
Over 80 Years of Service to Caldwell County

P.O. Box 1316 | Lenoir, North Carolina 28645 | (828) 758-9300 | www.CaldwellUnitedWay.org

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

ECONOMIC DEVELOPMENT AGREEMENT
CALDWELL COUNTY, CITY OF LENOIR AND TAPAHA DYNAMICS, LLC

This **ECONOMIC DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into this 24th day of October, 2024, by and between **Caldwell County** ("County"), a North Carolina Body Politic Corporate in Nature, having a mailing address of P.O. Box 2200, Lenoir, North Carolina 28645, **City of Lenoir** ("City"), a North Carolina municipal corporation having a mailing address of P.O. Box 958, Lenoir, North Carolina 28645, and **Tapaha Dynamics, LLC** ("Company"), a Delaware limited liability company, having a mailing address of 1600 Amphitheatre Parkway, Mountain City, California 94043. County and City are collectively hereafter referred to as "the Local Governments." All material transactions regarding this Agreement shall be deemed to have occurred in Caldwell County, North Carolina.

WITNESSETH:

WHEREAS, the Local Governments desire to foster joint economic development within their boundaries; and

WHEREAS, the Local Development Act, North Carolina General Statute 158-7.1 ("Act"), authorizes the Local Governments to make appropriations for the purpose of aiding and encouraging the location of manufacturing enterprises and industrial and commercial facilities in or near their boundaries, and for other purposes which in the discretion of their governing bodies will increase their taxable property and business prospects; and

WHEREAS, Company is a Delaware limited liability company authorized to do business in the State of North Carolina; and

WHEREAS, Company intends to construct, or cause the construction by one or more Affiliates of, buildings and other real property improvements within the County and the City on land now or hereafter owned by the Company (hereinafter "the Site," as defined in Sec. 3.1, below) to serve as a professional technology-based facility (the "Project"); and

WHEREAS, as part of the Project, Company also intends to acquire, locate, relocate, replace or renovate, or cause the acquisition, location, relocation, replacement, or renovation by one or more Affiliates, from time-to-time taxable business personal property ("Equipment") and install, or cause the installation by one or more Affiliates of, the same at the Site and in the above-referenced buildings and other real property improvements ("Improvements") to be constructed on the Site, and to undertake, or cause the undertaking by one or more Affiliates, of such other work as may be appropriate to accomplish its business purposes; and

WHEREAS, Company anticipates that the total Expenditures (as defined below) in the Improvements and Equipment to be located on the Site will equal or exceed Six Hundred Million Dollars ($600,000,000.00) within five (5) years after the date the last party has executed this Agreement; and

WHEREAS, the Company is expected to create a minimum of thirty (30) Full-Time Jobs (hereinafter defined) to be located on the Site within five (5) years after the date the last party has executed this Agreement; and

WHEREAS, the Local Governments will expect Company to work with them to reasonably identify community events and activities that will benefit from Company's support; and

WHEREAS, as an inducement to Company and to assist Company in connection with the Improvements and the Equipment, the Local Governments are willing to appropriate and expend local government funds to provide certain economic development incentives for the creation of jobs and to cause capital investment, as provided in this Agreement, all such transactions, appropriations, and expenditures to be made pursuant to the terms and conditions of this Agreement and North Carolina General Statutes; and

WHEREAS, the Local Governments have approved the appropriation and expenditure of funds as hereinafter set forth for the specific purpose of making economic development grants based on the assessed tax value of the Improvements and the Equipment and, accordingly, any additional ad valorem taxes generated by same; and

WHEREAS, Company acknowledges that but for the Local Governments' provision of the economic development grants set forth herein, it would not have agreed to locate the Project at the Site and enter into this Agreement; and

WHEREAS, the parties hereto desire to reduce their agreement to written form.

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

1. This Agreement is executed following, and as a result of, the fulfillment, on or before _____, 2024, of each of the following conditions precedent, except to the extent that Company, in its absolute discretion, may waive one or more in whole or in part:

1.1 The Local Governments shall deliver to Company, in form and substance reasonably satisfactory to Company, evidence, in the form of a Resolution or official minutes of the Local Governments duly adopted, authorizing the execution and delivery by the Local Governments of this Agreement, as well as the economic development incentives set forth in this Agreement; and

1.2 No litigation is then pending that challenges this Agreement, nor is there any imminent threat that such that litigation will be filed.

1.3 The Local Governments agree to use commercially reasonable efforts to cause the conditions in Sections 1.1 and 1.2 to be satisfied on or before _____, 2024.

1.4 Each party hereto hereby represents and warrants to the other as follows: In order to induce the Local Governments to enter into this Agreement and to appropriate and expend monies for payment of economic development grants pursuant to this Agreement, Company represents and warrants to the Local Governments that as of the date Company executes this Agreement:

a. It is a limited liability company duly organized and existing under the laws of the State of Delaware, has a place of business in Lenoir, Caldwell County, North Carolina, and is in good standing and authorized to do business in the State of North Carolina.

b. It has the corporate power and authority to own its properties and assets and to

carry on its business as now being conducted and has the corporate power and authority to execute and perform this Agreement.

c. This Agreement:

(i) Is the lawful, valid and binding agreement of Company, enforceable against Company in accordance with its terms;

(ii) Does not violate any order of any court or other agency of government binding on Company, the charter documents of Company or any provision of any indenture, agreement or other instrument to which Company is a party; and

(iii) Does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any material indenture, agreement or other instrument to which Company is a party.

d. There is no suit, claim, action or litigation pending relating to this Agreement or the Site or the use of the Site for its intended purpose, nor to the best knowledge of Company is there any imminent threat that such litigation will be filed.

e. To the best of the Company's knowledge, there is no impediment to the use of the Site for the purposes contemplated by this Agreement.

f. Company is not engaged in a business at the Site that would be exempt from property taxes.

1.5 In order to induce Company to enter into this Agreement and to develop the Site pursuant to this Agreement, the Local Governments represent and warrant to Company that as of the execution date hereof:

a. They are North Carolina Bodies Politic Corporate in Nature duly organized and existing under the laws of the State of North Carolina.

b. They have the power and authority to execute and perform this Agreement.

c. This Agreement:

(i) Is the lawful, valid, and binding agreement of the Local Governments, enforceable against them in accordance with its terms;

(ii) Does not violate any order of any court or other agency of government binding on the Local Governments, their charter documents or any provision of any indenture, agreement, or other instrument to which they are party; and

(iii) Does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any material indenture, agreement, or other instrument to which either of the Local Governments is a party.

d. There is no suit, claim, action, or litigation pending relating to this Agreement, nor to the best knowledge of the Local Governments is there any imminent threat that such litigation will be filed.

e. To the best of the Local Governments' knowledge, there is no impediment to the use of the Site for the purposes contemplated by this Agreement.

2. Subject to satisfaction of the conditions set forth in Paragraph 1, above, Company covenants and agrees with the Local Governments that in consideration of the appropriation of monies and the making of the annual grants described herein, Company shall do the following:

2.1 Company will create, or cause the creation by one or more Affiliates of, an aggregate minimum of thirty (30) Full-Time Jobs to be located at the Site that pay at or above the annualized average wage in the County as of the date the last party hereto has executed this Agreement, as provided by the North Carolina Department of Commerce, within five (5) years after the last party hereto has executed this Agreement. "Full-Time Jobs" shall mean any direct jobs created as a result of the Project, and will be calculated on a full-time equivalent basis. Notwithstanding anything in this Agreement to the contrary, these Full-Time Jobs may include contractors or employees of contractors who provide dedicated services (e.g., security or maintenance personnel).

2.2 Cumulative total expenditures by Company and any Affiliates in constructing the Improvements on, and acquiring, locating, relocating, replacing or renovating the Equipment at, the Site will meet or exceed Six Hundred Million Dollars ($600,000,000.00) (without regard to depreciation or other diminution in value) within five (5) years after the last party hereto has executed this Agreement (collectively, the "Expenditures"). The Expenditures qualifying for this threshold include all soft and hard costs in constructing the Improvements on the Site and acquiring, locating, relocating, replacing or renovating the Equipment at the Site.

2.3 Company may elect the first year that the annual economic development grants described herein are to be paid hereunder, such election to be made by written notice to the Local Governments no later than March 31 of the calendar year of the first year for which Company elects that the grants are to be paid by each of the Local Governments ("Commencement Date"). Company must make its election no later than three (3) years following the calendar year in which a final certificate of occupancy is issued for the Project, with such incentive grants to begin in the first-year taxes are received from Company and any Affiliates for that year elected. The term of this economic development grant period shall be for twenty (20) years, beginning with the calendar year in which the Commencement Date occurs and ending with the calendar year that is twenty (20) years thereafter (such period, referred to herein as the "Term").

3. Payment of annual economic development incentive grants will be made as provided in this Paragraph 3.

3.1 Company intends to create, or cause the creation by one or more Affiliates of, one or more professional technology-based structures at the Site that will qualify for the Section 3.2 grants herein, and hence, will become part of this Agreement. The "Site" shall mean the land in the City and County where the Project is now or hereafter located, and more specifically shall initially mean the following two parcels: 1) an approximately 38.26 acre parcel located at 914 Virginia Street, Lenoir, North Carolina, Tax Parcel No. 06 162 1 1A,

NC PIN 2748394394, and 2) an approximately 21.63 acre parcel located at 919 Fairview Drive, Lenoir, North Carolina, Tax Parcel ID No. 06 162 1 1C, NC PIN 2748287853. The land comprising the Site may be supplemented by Company from time to time, by written notice to Local Governments, to include subsequent acquisitions by Company or an Affiliate of adjacent parcels to the Site, in Company's discretion.

3.2 Each of the Local Governments will provide annual grant payments equal to 50% of the aggregate ad valorem taxes paid by the Company or any Affiliate to that Local Government during the Term attributable to the Improvements upon the Site, and annual grant payments equal to 85% of the aggregate ad valorem taxes paid by the Company or any Affiliate to that Local Government during the Term attributable to the Equipment located at the Site. Each such grant shall, unless otherwise requested by the Company by written notice to the Local Government, be paid directly, and in whole, to Google LLC, a Delaware limited liability company and an Affiliate of the Company, within sixty (60) days after Company or any Affiliate, as the case may be, pays its ad valorem taxes to each Local Government for the first year for which Company elects that an annual grant be provided by each of the Local Governments and for each of the succeeding nineteen (19) years of the Term.

3.3 This grant process will be followed by the Local Governments in each of the twenty (20) years comprising the Term, subject to Company satisfying its Full-Time Jobs and Expenditures requirements as set forth in Sections 2.1 and 2.2, above. The Local Governments will not pay any grants in connection with ad valorem taxes paid by the Company or any Affiliate to the Local Governments for calendar years following the Term, and nothing in this Agreement precludes the Local Governments and Company from entering into a subsequent agreement pertaining to other economic development incentives. The statements in Exhibit A shall conclusively be deemed to be accurate and complete for all purposes unless the Local Governments object thereto within ninety (90) days after receipt. The objection will specifically identify the Local Governments' concerns. The parties will consult in good faith to try to resolve the objections, and upon request Company will supply verification of the relevant wages and Expenditures. If the objections are not resolved, the parties hereto may pursue their legal and equitable remedies, provided that the annual grants will continue to be made until and unless a non-appealable judicial decision enjoins them.

3.4 If the Full-Time Jobs requirements of Section 2.1 above has not been met within five (5) years after the date on which the last party hereto has executed this Agreement, or if, in any year that Company or an Affiliate receives grants, Full-Time Jobs at the Site do not meet the requirements of Section 2.1 above, the Local Governments will reduce the annual grant percentages as delineated in Section 3.2 by 10% per calendar year until the Full-Time Jobs requirements are met or restored, as the case may be. By way of example, Section 3.2 grants will be reduced to 45% (50% - (50% x 10%)) for the Improvements and to 77% (85% - (85% x 10%)) for the Equipment during each year of any such reduction. Once the Full-Time Jobs requirements have been met or restored, the full amount of the grants will be restored for the following year and each year of the Term thereafter subject to the above provisions of this Section 3.4.

3.5 If the Expenditures requirements of Section 2.2 above have not been met within five (5) years after the date on which the last party hereto has executed this Agreement, the obligation of the Local Governments as set out in this Agreement shall terminate, and Company and any Affiliate shall promptly refund to them annual grants that have been paid

to Company or such Affiliate, as the case may be, in proportion to only the pro-rated expenditure shortfall. By way of example, if highest total Expenditures under Section 2.2 on or before the end of the five-year period set forth therein is $540,000,000.00, the shortfall would be $60,000,000.00, or 10% of the required Expenditures. Thus, the required refund would be 10% of the aggregate annual grants paid to Company or any Affiliate.

3.6 Notwithstanding any other provision of this Agreement, Company and any Affiliate must be current in its payment of all ad valorem taxes, fees and any other amounts which Company or Affiliate owes to either of the Local Governments in order for Company or any Affiliate to be entitled to receive these grants from that Local Government.

3.7 Notwithstanding any other provision of this Agreement, Company or any Affiliate is not entitled to receive any incentive grants, pursuant to this Agreement, for any improvements made or equipment purchased at any real property other than the Site. Specifically, the Company or any Affiliate shall not be entitled to receive any incentive grants under this Agreement for any improvements made or equipment purchased for which Company is entitled to receive and actually receives an incentive grant under the terms of that Master Agreement between Company, County, City and the Caldwell County Economic Development Commission dated as of December 19, 2006, including, but not limited to the Economic Development Agreement by and between the City, County and Company dated as of December 19, 2006 attached thereto.

4. It shall be an "Event of Default" by Company if any one or more of the following events occur for any reason whatsoever and whether such occurrence is voluntary or involuntary or comes about or is affected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule, or regulation of any administrative or governmental body:

4.1 If Company fails to timely file Exhibit A on or before March 5th of each year, following and corresponding to the previous July 1st when taxes are billed and any qualifying incentive grant that would be due to Company or an Affiliate, the Local Governments may grant a 30-day extension upon written request by Company. The Local Governments, in their discretion, may provide exceptions or extensions to the requirements of this subsection.

4.2 If any material representation, warranty, or other statement of fact contained in this Agreement or in any final writing, certificate, report, or statement furnished by Company in connection with the transaction described in this Agreement, is, to Company's knowledge, false or misleading in any material respect at the time given.

4.3 If Company is unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of a receiver, trustee, liquidator or conservator of themselves or of the whole or any substantial part of their property; files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state.

4.4 If a Court of competent jurisdiction enters an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of Company or of the whole or any substantial part of their properties, or approves a petition filed against Company seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction assumes custody or control of

Company or of the whole or any substantial part of its properties.

5. Both Company and the Local Governments acknowledge that any and all monies appropriated and expended by the Local Governments for economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are expended in good faith reliance on the Act. If one or more lawsuits are brought against either or both of the Local Governments or any of their elected officials, officers, agents or employees challenging the legality of this Agreement, then the Local Government(s) shall exercise their best efforts to defend against any and all such lawsuits. Company will assist the Local Governments in such efforts in any such litigation. If both the Local Governments and Company are sued, the parties shall consider whether a joint defense agreement is feasible. The Local Governments agree to maintain adequate public official liability coverage.

6. All notices, certificates or other communications required or permitted to be given or served hereunder shall be deemed given or served in accordance with the provisions of this Agreement if the notice is (i) mailed in a sealed wrapper and is deposited in the United States mail, certified mail, return receipt requested, postage prepaid, (ii) deposited with a national overnight courier service that retains receipts for its deliveries, or (iii) sent via electronic mail, properly addressed as follows:

Caldwell County:
Caldwell County
PO Box 2200
Lenoir, NC 28645
Attn: Randy Church, Chairman
Email: rchurch@caldwellcountync.org

City of Lenoir:
City of Lenoir Manager
PO Box 958
Lenoir, NC 28645

Company:
Tapaha Dynamics, LLC
1600 Amphitheatre Parkway
Mountain City, California 94043

with copy to:

Maynard Nexsen PC
1230 Main Street
Columbia, SC 29201
Attn: Tushar Chikhliker
Email: Tushar@maynardnexsen.com

The Local Governments or Company may, by notice given to the other, designate any further or different addresses to which notices, certificates, requests, or other communications shall be sent.

7. In entering into this Agreement, County and City are acting independently of each other with regard to their obligations and liabilities. Neither Local Government is jointly and severally liable to Company for any default or breach of the other Local Government. If Company claims that either Local Government is in default or breach of any obligation under the terms of this Agreement, then Company will look solely to the allegedly defaulting or breaching Local

Government for any remedy.

8. This Agreement shall inure to the benefit of, and is binding upon, the Local Governments and Company and their respective successors and assigns. However, neither this Agreement, nor any rights, privileges, or claims created by this Agreement may be transferred by Company without the prior, written approval of the Local Governments, which approval will not be unreasonably withheld, conditioned, or delayed; provided that, the rights and obligations of the Company under this Agreement, may be transferred or assigned in whole or in part by the Company to any Affiliate without the Local Governments' consent but with notice to them. For the purposes of this Agreement, "Affiliate" shall mean any corporation, limited liability company, partnership or other person or entity which now or hereafter directly or indirectly owns all of part of the Company, or by any partner, shareholder or owner of the Company and shall also include any subsidiary, affiliate or any other person, individual, or entity who now or hereafter bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code. As of the execution of this Agreement, the term "Affiliate" shall include (i) Google LLC, a Delaware limited liability company and (ii) Design, LLC, a Delaware limited liability company. In connection herewith, the Company may, in its sole discretion, designate, by written notice to the Local Governments, one or more additional Affiliates hereunder, and any such designation shall be effective as of January 1st of the year in which the Company makes such designation.

9. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, or altered except by written agreement of the parties hereto.

10. If any provision of this Agreement, or its application to any person, is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties hereto to the extent possible. In any event, invalidation of any provision of this Agreement, or its application to any person, shall not affect any other provisions of this Agreement or its application to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect.

11. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully executed counterpart.

12. This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina, venue in Caldwell County.

13. Both Company and the Local Governments acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by counsel for both Company and the Local Agreements. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

14. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Company utilizes a subcontractor, Company shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

15. Company and the Local Governments acknowledge that this Agreement is subject to: (i) the North Carolina Public Records Act (North Carolina General Statutes § 132-1 et seq.), which includes provisions in § 132-6(d) limiting the release of certain information relating to the location of business or industrial projects, and (ii) open meetings law (North Carolina General Statutes §

143-318.9 et seq.) which requires that any actions by the governing bodies of the Local Governments to approve the incentives discussed herein and authorizing the execution of this Agreement must be taken in an open meeting. The parties hereto further acknowledge that § 143-318.11(a)(4) of the open meetings law allows consideration of, but not action upon, incentives in closed session. All parties hereto further acknowledge and agree that Company has advised the Local Governments that any and all information contained in this Agreement, or any related agreement, schedule, or other writing, relating to consumption of energy and utilization of water and sewage discharges, the amount paid by the Company for utilities consumed in the operation of the Project, and the number of employees required for the Project are and shall be, to the extent provided by law, "trade secrets" of Company, as such term is defined in North Carolina General Statutes § 66-152(3) and used in the Public Records Act. Accordingly, the parties hereto agree to limit, to the fullest extent permitted by law, any release of information related to or pertaining to this Agreement, its terms, and parties thereto. Before any disclosure is made related to or pertaining to this Agreement by the Local Governments to a third party, such Local Government shall provide reasonable advance written notice to Company. Each party to this Agreement that receives a request for records relevant to the subject matter of this Agreement or a request for a copy of this Agreement shall (i) make a good faith effort to notice Company prior to complying with any such request, (ii) delete or otherwise redact from this Agreement any trade secrets identified in writing by Company to such Local Government, and (iii) provide to Company a copy of any material disclosed to a third party. Company will indemnify the Local Governments against any claims, liabilities, losses, and expenses resulting from the Local Governments' withholding of information requested by a member of the public under applicable statutes at the request of Company. The provisions of this Section shall survive the termination of this Agreement.

Signature Page Follows

Caldwell County,
a North Carolina Body Politic

By: _____
Randy Church, Chairman
Caldwell County Board of Commissioners

STEPHANIE MACCHIA SEAL NOTARY PUBLIC CALDWELL COUNTY, NC

STATE OF NORTH CAROLINA, COUNTY OF CALDWELL
I, Stephanie Macchia a Notary Public of said county and state, certify that Randy Church personally appeared before me this day and acknowledged that he is Chairman of the Caldwell County Board of Commissioners, and that by authority duly given and as the act of the Board, he executed the foregoing instrument as Chairman.

Witness my hand and seal this 24th day of October, 2024.

Stephanie Macchia
NOTARY PUBLIC SIGNATURE

Stephanie Macchia
NOTARY PUBLIC PRINTED NAME

My Commission Expires: 10/26/27

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

_____
Anthony Helton, Chief Financial Officer

Approved as to form on behalf of Caldwell County only:

_____
County Attorney

City of Lenoir,
a North Carolina Municipal Corporation

By: _____
Joseph Gibbons, Mayor
Lenoir City Council

SEAL

STEPHANIE MACCHIA NOTARY PUBLIC CALDWELL COUNTY, NC

STATE OF NORTH CAROLINA, COUNTY OF CALDWELL

I, Stephanie Macchia a Notary Public of said county and state, certify that Joseph Gibbons personally appeared before me this day and acknowledged that he is Mayor of the City of Lenoir, and that by authority duly given by the Lenoir City Council and as the act of the City of Lenoir, he executed the foregoing instrument as Mayor.

Witness my hand and seal this 24th day of October, 2024.

Stephanie Macchia
NOTARY PUBLIC SIGNATURE

Stephanie Macchia
NOTARY PUBLIC PRINTED NAME

My Commission Expires: 10/26/27

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

Donna Bean
_____, Chief Financial Officer

Approved as to form on behalf of the City of Lenoir only:

City Attorney

Tapaha Dynamics, LLC,
a Delaware Limited Liability Company

By: _____
Title: Manager

SEAL

STATE OF NORTH CAROLINA, COUNTY OF CALDWELL
On OCTOBER 24TH, 2024, before me, ANTHONY MELDORF personally appeared KERRY BARNETT, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the entity upon behalf of whom the person acted, executed the instrument.

Witness my hand and seal this 24 day of OCTOBER, 2024.

_____
NOTARY PUBLIC SIGNATURE

ANTHONY MELDORF
NOTARY PUBLIC PRINTED NAME

My Commission Expires: 03 MARCH 2029

Confidential & Proprietary Company Information

EXHIBIT A

Economic Development Agreement Among
Caldwell County, City of Lenoir and Tapaha Dynamics, LLC

CERTIFICATE

TO: Caldwell County and City of Lenoir

This Certificate is delivered pursuant to Section 4.1 of the Economic Development Agreement ("Agreement") dated _____, 2024, among Caldwell County, City of Lenoir and Tapaha Dynamics, LLC ("Company"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

The undersigned authorized person of Company does hereby certify that, to such authorized person's knowledge:

(a) Company's listing and any Affiliate's listing with the Caldwell County Tax Office of the Improvements and Equipment on the Site are accurate in all material respects as of the date made;

(b) Expenditures attributable to Improvements on the Site during the 20____ calendar year were $_____, for a cumulative total of $_____ from January 1, 20__ to December 31, 20__.

(c) Expenditures attributable to the Equipment located at the Site (including the acquisition and/or replacement thereof) during the 20__ calendar year were $_____, for a cumulative total of $_____ from January 1, 20__ to December 31, 20__; and

(d) The average annualized wage for the required aggregate 30 Full-Time Jobs as defined in Section 2.1 during the 20__ Calendar Year meets or exceeds the County's average wage as of the date the last party hereto executed the Agreement.

(e) Total Full-Time Jobs created as of the end of the calendar year: _____

Proof of property taxes paid is attached hereto.

Dated this ___ day of _____, 20__.

Tapaha Dynamics, LLC, a Delaware limited liability company

BY:_____

TITLE:_____

Company or an Affiliate will only provide aggregate payroll and is not required to provide proprietary employee information such as employee names, employee ID numbers, position wages or other personal information to the County

CITY OF LENOIR

COUNCIL ACTION FORM: October 22, 2024

I. Agenda Item:

Public Hearing to Close a section of Virginia Street from 815 Virginia to 1005-C Virginia St

II. Background Information:

Tapaha Dynamics LLC has proposed to close a section of Virginia Street for operations and security purposes. For exact location, please see attached preliminary map – the southern terminus has changed from 1021 Virginia St to 1005-C Virginia St since the resolution of intent was adopted on September 17, 2024.

Tapaha Dynamics proposes cul-de-sacs (or city-approved alternative turnarounds) to close the northern and southern ends of this segment. Provisions for city and privately owned utilities in the Virginia Street right-of-way will be granted a general easement for maintenance of these assets by Tapaha Dynamics. Tapaha Dynamics will also grant the City of Lenoir a Temporary Emergency Access Easement should the Virginia Street Bridge become impassible during a city or county state of emergency.

This section of Virginia Street was formerly a NCDOT state-maintained road. It was turned over to the City of Lenoir for maintenance in May 2015 for future economic development projects. See attached documentation confirming the transfer of maintenance from NCDOT to the City.

In accordance with NCGS 160A-299, the attached resolution of intent, which calls for a Public Hearing to be held at a special meeting on October 22, 2024 at 5:00pm, was advertised for 4 consecutive weeks in the Lenoir News-Topic – on dates September 24, and October 1, 8, and 15, 2024. A copy of the resolution was sent to each adjacent property owner by certified mail on September 30, 2024, and notice of the public hearing was posted on the subject properties on September 23, 2024 and checked following Hurricane Helene on October 3, 2024.

The city and Tapaha Dynamics have been working with abutting property owners Duke Energy and Max Prestwood on this project.

III. Staff Recommendation:

Adoption of the attached Street Closure Order, which releases the City's interest in the street, and directs the Clerk and the Mayor to file a certified copy of the street closure order with the Caldwell County Register of Deeds, reserving utility easements by granting specific easements, and making provision for temporary emergency access, by a separate document.

IV. Reviewed by:

City Attorney: _____
Finance Director: _____

Planning Director: Hannah Williams

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

REQUEST TO ABANDON & CLOSE RIGHT-OF-WAY

CITY HALL • 801 WEST AVENUE NW • PO BOX 958 • LENOIR, NC 28645

For questions about this form or the abandonment procedure, please contact the Planning Department at 828.610.8442 to schedule a pre-application meeting.

Submittal Checklist:

Application Form (2 copies of this form and all supporting documents are required)

Application Fee $600 — cash or check payable to City of Lenoir

Copy of Survey or Plat, with right-of-way subject to the abandonment request indicated using a cloud feature.

Other Requested Information: _____

REQUEST FOR ABANDONMENT OF RIGHT-OF-WAY

Date August 28, 2024

TO: THE CITY CLERK AND THE CITY COUNCIL OF THE CITY OF LENOIR:

I (we) the undersigned owners of real property respectfully request that the right-of-way shown in Plat Book 32 **, Page** 142 **and shown in the attached [survey / subdivision plat] be closed and abandoned in accordance with N.C.G.S. 160A-299.**

Name (signature):
Tapaha Dynamics, LLC

By: _____
Name: Carl Bivens
Title: Authorized Signatory

Address:
c/o Troutman Pepper
1001 Haxall Point
Richmond, VA 23219

Attach additional sheets as necessary. It is not a requirement that all adjacent property owners sign the request. As a part of the process, the City will notify all adjacent owners that the right-of-way is proposed to be closed.

OFFICIAL USE ONLY:

City Council called for a hearing on September 17, 2024.

The legal notice was published for four consecutive weeks in the News-Topic on the following dates:

1. 9/20/24 2. 10/4/24 3. 10/18/24 4. 10/25/24

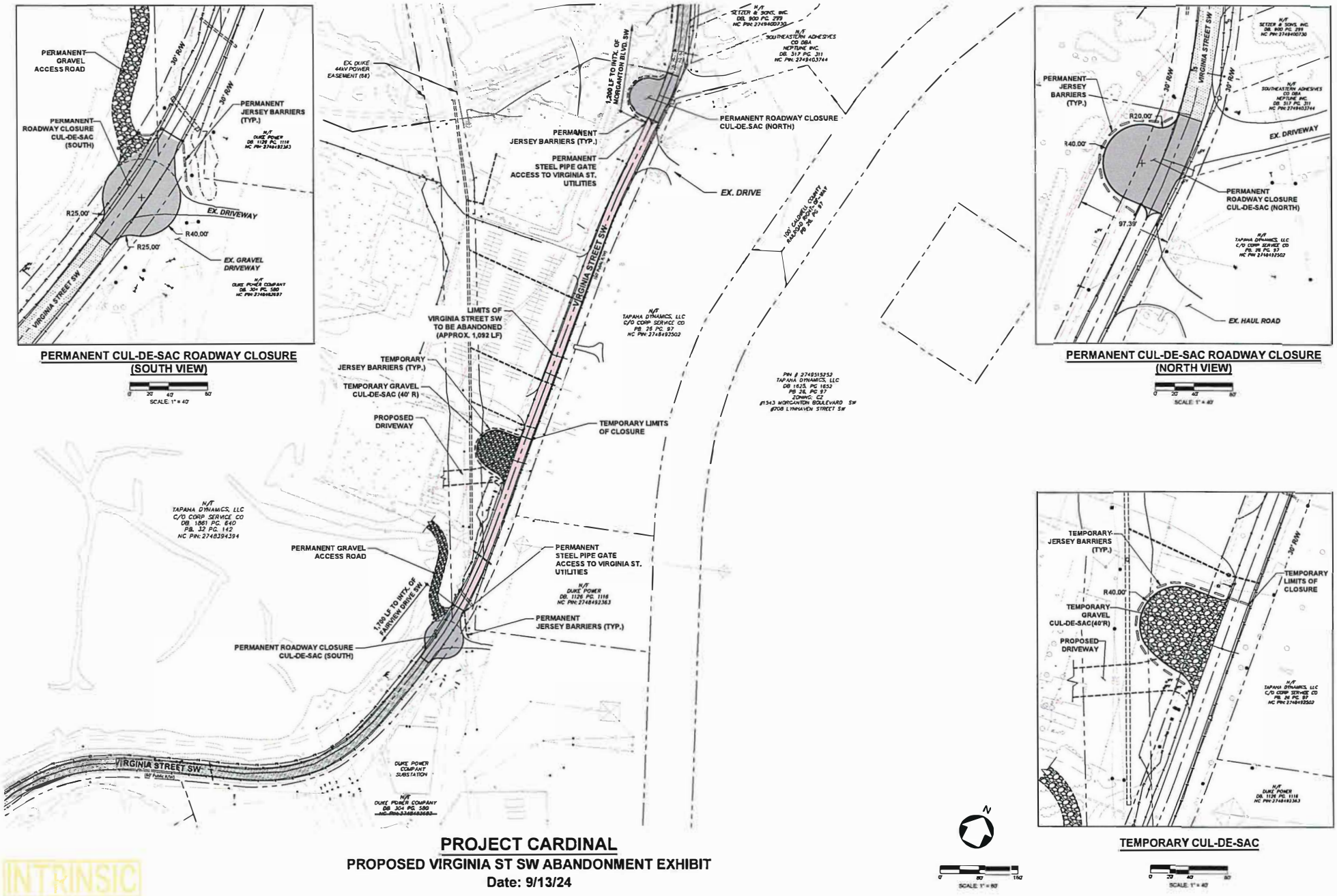
Notices sent to adjacent property owners via registered/certified mail: 9/30/24.

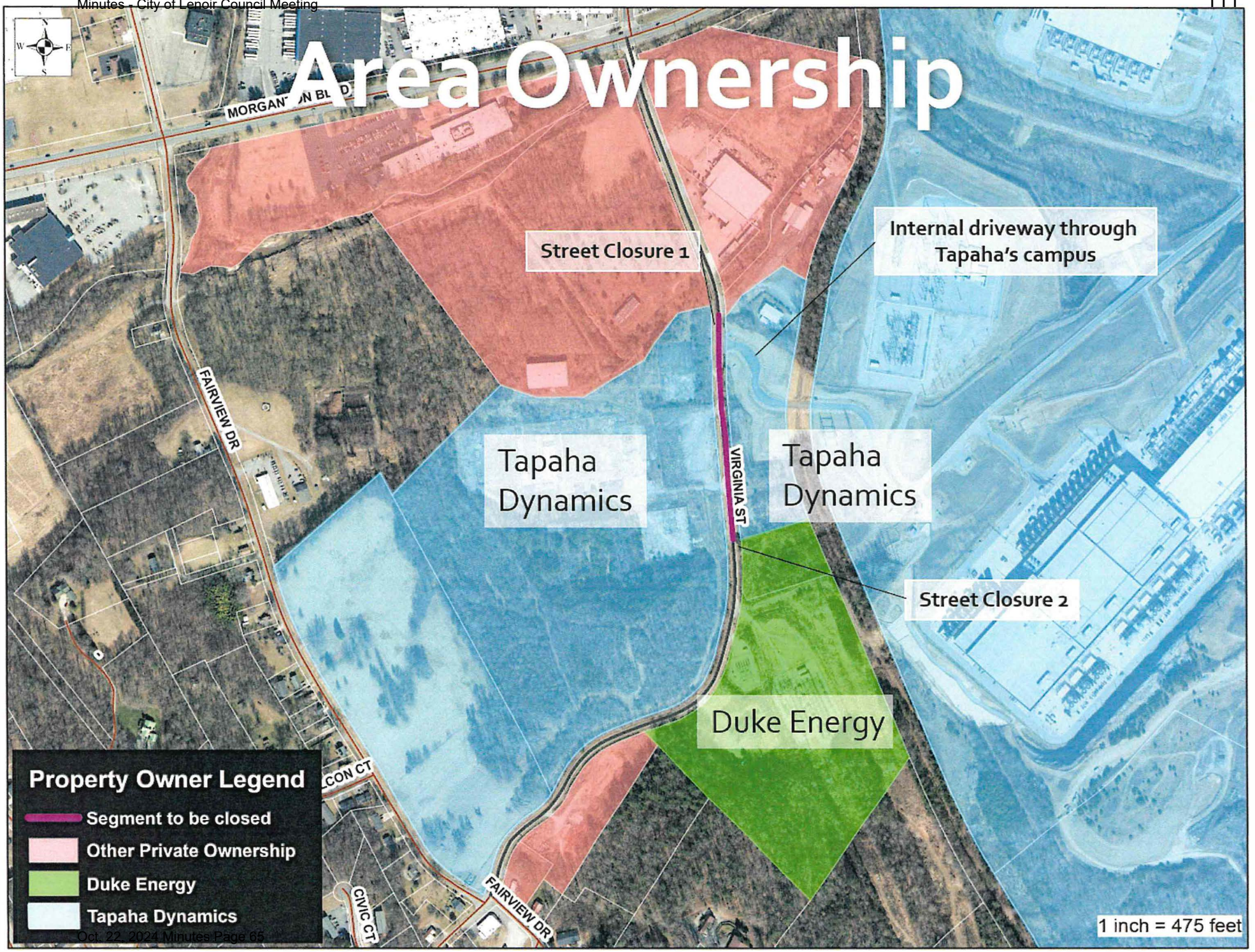
The public hearing was held on 10/22/24.

City Council action after public hearing _____.

Filed with Register of Deeds on 10/24/24.

Form revised 8/21


PERMANENT GRAVEL ACCESS ROAD
PERMANENT JERSEY BARRIERS (TYP.)
PERMANENT ROADWAY CLOSURE CUL-DE-SAC (SOUTH)
EX. DRIVEWAY
EX. GRAVEL DRIVEWAY
R25.00'
R40.00'
VIRGINIA STREET SW
PERMANENT CUL-DE-SAC ROADWAY CLOSURE (SOUTH VIEW)
EX. DUKE 44kV POWER EASEMENT (64')
1,200 LF TO INTX. OF MORGANTON BLVD. SW
PERMANENT ROADWAY CLOSURE CUL-DE.SAC (NORTH)
PERMANENT JERSEY BARRIERS (TYP.)
PERMANENT STEEL PIPE GATE ACCESS TO VIRGINIA ST. UTILITIES
EX. DRIVE
LIMITS OF VIRGINIA STREET SW TO BE ABANDONED (APPROX. 1,092 LF)
TEMPORARY JERSEY BARRIERS (TYP.)
TEMPORARY GRAVEL CUL-DE-SAC (40' R)
PROPOSED DRIVEWAY
TEMPORARY LIMITS OF CLOSURE
PERMANENT GRAVEL ACCESS ROAD
PERMANENT STEEL PIPE GATE ACCESS TO VIRGINIA ST. UTILITIES
PERMANENT JERSEY BARRIERS (TYP.)
PERMANENT ROADWAY CLOSURE CUL-DE-SAC (SOUTH)
1,700 LF TO INTX. OF FAIRVIEW DRIVE SW
VIRGINIA STREET SW
DUKE POWER COMPANY SUBSTATION
PERMANENT JERSEY BARRIERS (TYP.)
R20.00'
R40.00'
97.39'
EX. DRIVEWAY
PERMANENT ROADWAY CLOSURE CUL-DE-SAC (NORTH)
EX. HAUL ROAD
PERMANENT CUL-DE-SAC ROADWAY CLOSURE (NORTH VIEW)
TEMPORARY JERSEY BARRIERS (TYP.)
R40.00'
TEMPORARY GRAVEL CUL-DE-SAC(40'R)
PROPOSED DRIVEWAY
TEMPORARY LIMITS OF CLOSURE
TEMPORARY CUL-DE-SAC
PROJECT CARDINAL
PROPOSED VIRGINIA ST SW ABANDONMENT EXHIBIT
Date: 9/13/24
INTRINSIC


Area Ownership
Street Closure 1
Internal driveway through Tapaha's campus
Tapaha Dynamics
Tapaha Dynamics
Street Closure 2
Duke Energy
VIRGINIA ST
FAIRVIEW DR
FAIRVIEW DR
CIVIC CT
Property Owner Legend
Segment to be closed
Other Private Ownership
Duke Energy
Tapaha Dynamics
1 inch = 475 feet

Bill Roberts
Economic Development

bill.roberts@duke-energy.com
(828) 323-2772

October 17, 2024

Honorable Mayor Joseph L Gibbons
City of Lenoir
PO Box 958
801 West Avenue NW
Lenoir, North Carolina 28645
josephlgibbons@yahoo.com ***(by electronic delivery)***

RE: Closing of Virginia Street between 815 and 1021 Virginia Street
Lenoir, NC 28645

Dear Mayor Gibbons:

Duke Energy is the provider of electrical service and a property owner along Virgina Street SW in Lenoir. In our support for Project Cardinal, Duke Energy has no objections to the closing of Virginia Street between 815 and 1021 Virginia Street. We are working with our customers and property owners to update our easements and access to our facilities.

Duke Energy and I wish to be a positive factor in the development process for Project Cardinal. Please do not hesitate to call me if I can be of any further aid.

Sincerely,

Bill Roberts

Bill Roberts
Senior Manager
North Carolina Economic Development

RESOLUTION OF INTENT

A Resolution Declaring the Intention of the Lenoir City Council as Petitioned by the Adjacent Property Owners to Consider the Closing Virginia Street between 815 and 1021 Virginia St

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 Virginia Street between 815 and 1021 Virginia Street; and

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

(1) A meeting will be held at 5:00 p.m. on the 22nd day of October, 2024, in the City/ County Chambers, 905 West Avenue, to consider a resolution closing Virginia 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 17th day of September, 2024.

SEAL

Joseph D. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

1534 MAIL SERVICE CENTER
RALEIGH, N.C. 27699-1534

ANTHONY J. TATA
SECRETARY

May 8, 2015

The Honorable Joseph L. Gibbons
Mayor, City of Lenoir
P. O. Box 958
Lenoir, North Carolina 28645-0958

Dear Mayor Gibbons:

This will acknowledge receipt of official notification that your City Council approved a certain change in the State Highway System within the corporate limits of Lenoir. This Resolution was forwarded to us by Division Engineer M. A. Pettyjohn.

On May 7, 2015, the Board of Transportation approved the requested deletion to the State Highway System. A copy of our BOT Agenda Item P is attached. **Please provide a copy to the party who prepares the City's 2015 Powell Bill Map.**

Sincerely,

Stephanie D. Benson

Stephanie D. Benson
Powell Bill Program Manager

Attachments

cc: Shirley Cannon, City Clerk
M. A. Pettyjohn, Division 11 Engineer
Douglas Eller, District 2 Engineer

Telephone 919-707-4586 Powell Bill Program FAX 919-715-5520

Item P
Page 1 of 1

NCDOT May 2015 Board of Transportation Agenda

Approval of Municipal Street System Changes

Deletions from the State Highway System

Division	County	Municipality	Road	Termini	Length
11	Caldwell 2015_05_M001	Lenoir	SR 1145	To delete (SR 1145) Virginia Street from Morganton Boulevard to Fairview Drive SW	0.78
11	Watauga 2015_05_M001	Boone	SR 1102	To delete (SR 1102) South Water Street from West King Street to Rivers Street.	0.11

May 7, 2015

PUBLIC HEARING NOTICE
The Lenoir City Council will hold a public hearing to consider a ~~Street closure~~ request on this property
Date: October 22, 2024
Time: 5:00pm
Location: 905 West Ave
For more information:
(828) 610-8442
www.cityoflenoir.com/publichearings

PUBLIC HEARING NOTICE
The Lenoir City Council will hold a public hearing to consider a Street closure request on this property
Date: October 22, 2024
Time: 5:00 pm
Location: 905 West Ave
For more information
(828) 610-8442
www.cityoflenoir.com/publichearings

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. PRESTWOOD
K.R. ROGERS
D.F. STEVENS
C.D. THOMAS

September 30, 2024

Dear Property Owner:

As an abutting property owner you are hereby notified that the Lenoir City Council will hold a public hearing to consider a resolution to close Virginia Street between 815 and 1021 Virginia Street.

The City Council will hold this meeting on Tuesday, October 22, 2024 at 5:00 p.m.in the City County Meeting Room located at 905 West Avenue, Lenoir. You are advised that you have a right to appear at the hearing and file any objections you may have with respect to the closing.

You are further advised that this action is being taken pursuant to authority granted by G.S. 160A-299. You are further advised that, should the street be ordered closed and should you be aggrieved by the closing, you may appeal within thirty days from the date of the order to the General Court of Justice.

A copy of the resolution declaring the intention of the City Council to consider closing the alleyway described above is enclosed.

If you have any questions concerning the request or the upcoming hearing, please feel free to contact the Planning Department at 828-610-8442.

Sincerely,

Hannah Williams

Hannah Williams, AICP, CZO
Planning Director
City of Lenoir

Lenoir
2008

POST OFFICE BOX 958 • LENOIR, NORTH CAROLINA 28645-0958 • (828) 757-2200
www.cityoflenoir.com

BIG BEAR PAW LLC
1646 HUSBANDS CREEK RD
LENOIR, NC 28645

SOUTHEASTERN ADHESIVES CO
PO BOX 2070
LENOIR, NC 28645

CHANCE REAL ESTATE LLC
2343 FOGGY BRANCH PL
LENOIR, NC 28645

ALH PROPERTIES INC
723 VIRGINIA ST SW
LENOIR, NC 28645

MACHTECH PROPERTIES LLC
PO BOX 1469
Lenoir, NC 28645

BERNHARDT FURN CO INC
PO BOX 740
LENOIR, NC 28645

TAPAHA DYNAMICS LLC
ATTN: TAX DEPARTMENT
1600 AMPHITHEATRE PKWY
MOUNTAIN VIEW, CA 94043

TAPAHA DYNAMICS LLC
ATTN: TAX DEPARTMENT
1600 AMPHITHEATRE PKWY
MOUNTAIN VIEW, CA 94043

DUKE POWER
TAX DEPT - PB05B
PO BOX 1244
CHARLOTTE, NC 28201

DUKE POWER COMPANY
422 S CHURCH ST
CHARLOTTE, NC 28242

PRESTWOOD MAX GARDNER JR
PO BOX 583
LENOIR, NC 28645

TAPAHA DYNAMICS LLC
ATTN: TAX DEPARTMENT
1600 AMPHITHEATRE PKWY
MOUNTAIN VIEW, CA 94043

RPW RESEARCH INC
C/O RITA HUBBARD
4171 WILKESBORO BLVD
BOOMER, NC 28606

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Lenoir, NC 28645
Certified Mail Fee
$4.85
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage
$0.73
Total Postage and Fees
$5.58
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
LENOIR, NC 28645
SEP 30 2024
Postmark Here
USPS
9589 0710 5270 0031 5544 32

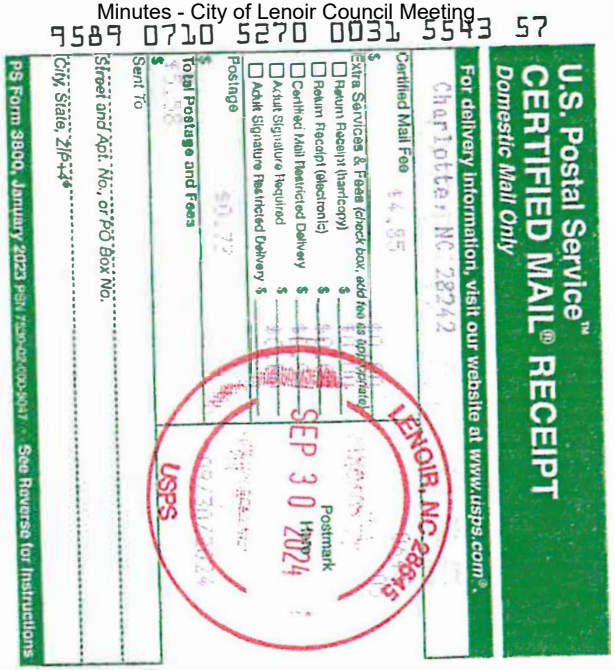
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Mountain View, CA 94043
Certified Mail Fee
$4.85
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage
$0.73
Total Postage and Fees
$5.58
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
LENOIR, NC 28645
SEP 30 2024
Postmark Here
USPS
9589 0710 5270 0031 5544 49

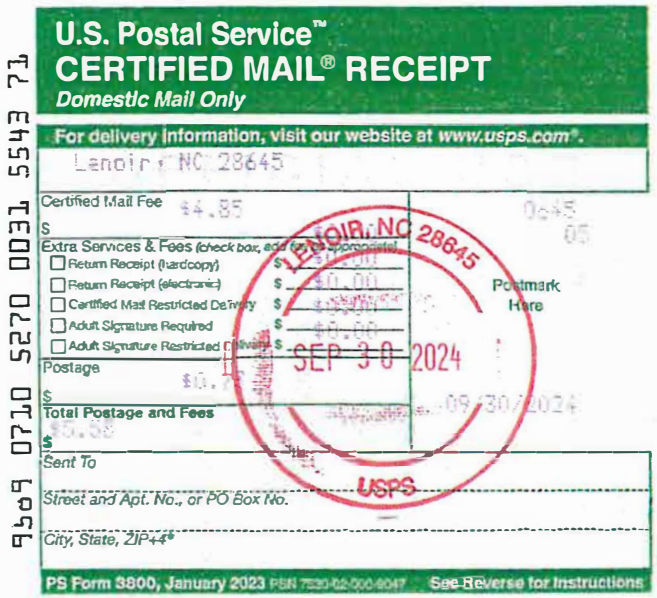
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Lenoir, NC 28645
Certified Mail Fee
$4.85
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage
$0.73
Total Postage and Fees
$5.58
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
LENOIR, NC 28645
SEP 30 2024
Postmark Here
USPS
9589 0710 5270 0031 5544 18

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Lenoir, NC 28645
Certified Mail Fee
$4.85
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage
$0.73
Total Postage and Fees
$5.58
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
LENOIR, NC 28645
SEP 30 2024
Postmark Here
USPS
9589 0710 5270 0031 5544 25

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Lenoir, NC 28645
Certified Mail Fee
$4.85
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage
$0.73
Total Postage and Fees
Sent To
LENOIR, NC 28645
SEP 30 2024
Postmark Here
USPS
710 5270 0031 5543 95

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Lenoir, NC 28645
Certified Mail Fee
$4.85
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage
$0.73
Total Postage and Fees
Sent To
LENOIR, NC 28645
SEP 30 2024
Postmark Here
USPS
0710 5270 0031 5544 01


9589 0710 5270 0031 5543 57
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Certified Mail Fee
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage and Fees
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
Charlotte, NC 28242
LENOIR, NC 28645
SEP 30 2024
Postmark Here
USPS


9589 0710 5270 0031 5543 71
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Lenoir, NC 28645
Certified Mail Fee
$4.85
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
$0.73
Total Postage and Fees
$5.58
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
LENOIR, NC 28645
SEP 30 2024
Postmark Here
09/30/2024
USPS

9589 0710 5270 0031 5543 40
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Charlotte, NC 28201
Certified Mail Fee
$4.85
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
$0.73
Total Postage and Fees
$5.58
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
LENOIR, NC 28645
SEP 30 2024
Postmark Here
09/30/2024
USPS

9589 0710 5270 0031 5543 64
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Boomer, NC 28606
Certified Mail Fee
$4.85
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
$0.73
Total Postage and Fees
$5.58
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
LENOIR, NC 28645
SEP 30 2024
Postmark Here
09/30/2024
USPS

9589 0710 5270 0031 5543 88
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Lenoir, NC 28645
Certified Mail Fee
$4.85
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
$0.73
Total Postage and Fees
$5.58
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions
LENOIR, NC 28645
SEP 30 2024
Postmark Here
09/30/2024
USPS

AFFP
RESOLUTION OF INTENT A Resolut

Affidavit of Publication

STATE OF NC } SS
COUNTY OF } Caldwell

Carolyn Setzer, being duly sworn, says:

That she is sales representative of the Lenoir News Topic, a daily newspaper of general circulation, printed and published in Lenoir, County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

September 24, 2024, October 01, 2024, October 08, 2024, October 15, 2024

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Carolyn Setzer
sales representative

Subscribed to and sworn to me this 15th day of October 2024.

Michael C Lambert Sr.
Michael C. Lambert, Sr, Notary Burke, County, NC

My commission expires: June 05, 2027

MICHAEL C LAMBERT SR. NOTARY PUBLIC BURKE COUNTY, NC

00004614 71058723

CITY OF LENOIR
PO BOX 958
LENOIR, NC 28645

RESOLUTION OF INTENT

A Resolution Declaring the Intention of the Lenoir City Council as Petitioned by the Adjacent Property Owners to Consider the Closing Virginia Street between 815 and 1021 Virginia St

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 Virginia Street between 815 and 1021 Virginia Street; and

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

(1) A meeting will be held at 5:00 p.m. on the 22nd day of October, 2024, in the City/County Chambers, 905 West Avenue, to consider a resolution closing Virginia 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 17th day of September, 2024.

SEAL
Joseph L. Gibbons, Mayor
ATTEST:
Shirley M. Cannon, City Clerk
Lauren Hartley, Lenoir Planning Department
Sept. 24, Oct. 1, 8, 15, 2024

STREET CLOSING ORDER

A Resolution Ordering the Closing of a Portion of Virginia Street between 815 and 1021 Virginia Street

WHEREAS, on September 17, 2024, the City Council of the City of Lenoir directed the City Clerk to publish a Resolution of Intent to close a portion of Virginia Street between 815 and 1021 Virginia Street; and,

WHEREAS, the street in question is represented in the following plat:

> The area described as "RIGHT-OF-WAY ABANDONED" on the "Boundary and Right-of-Way Geometry" map portion of RIGHT-OF-WAY ABANDONMENT AND EASEMENT PLAT — VIRGINIA STREET SW RIGHT-OF-WAY, prepared by Bowman North Carolina LTD, dated June 27, 2024, recorded in the Caldwell County Registry on October ___, 2024, in Plat Book ___, Page ____.

A copy of which is attached hereto; and,

WHEREAS, city staff has advised the City Council that the Resolution, advising that a public hearing would be held at 5:00 PM, on Tuesday, October 22, 2024, in the City/County Chambers at located at 905 West Avenue, Lenoir, North Carolina, was published in the Lenoir News-Topic newspaper once a week for four (4) successive weeks prior to the public hearing; and,

WHEREAS, city staff has advised the City Council that letters were sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records advising them of the day, time and place of the meeting, enclosing a copy of the Resolution of Intent, and advising the property owners that the City Council would be acting on the question of closing a portion of Virginia Street between 815 and 1021 Virginia Street; and

WHEREAS, city staff has advised the City Council that the city prominently posted notices along the street as required by N.C. Gen. Stat. § 160A-299; and

WHEREAS, the City Council granted full and complete opportunity for all interested persons to appear and register any objections on the record that they might have with respect of the closing of the street in the scheduled public hearing on Tuesday, October 22, 2024; and

WHEREAS, the City Council gave full and complete consideration of the matter and finds as follows:

> 1. The abandonment of the street will in no way degrade the efficiency of the provision of any City service, including but not limited to garbage

collection, fire and police protection, access to emergency medical services, delivery of both water and sewer services, or school bus routes; and

2. The closing of the public right-of-way is not contrary to the public interest and no individual owning property abutting or in the vicinity of the street will as a result of the abandonment be deprived of reasonable means of ingress and egress to their property.

WHEREAS, it appears to the satisfaction of the City Council that abandonment of said public right-of-way will be in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA HEREBY ORDERS THAT:

Section 1. A portion of the public right-of-way lying between 815 and 1021 Virginia Street depicted and denoted upon the aforementioned plat is hereby abandoned. Except as limited herein, all right, title, and interest to the area is hereby vested in those persons owning lots or parcels of land adjacent to the street. The title of such adjoining landowners, for the width of the abutting land owned by them, extends to the centerline of the street or alley. However, as provided under N.C. Gen. Stat. § 160A-299(f) and shown on the "Water and Sewer Easement Geometry" portion of the plat, the City reserves its right, title, and interest in utility easements within the closed street as considered by the City to be in the public interest. This reservation also extends to utility improvements or easements owned by private utilities which at the time of the street closing have a utility agreement or franchise with the city. A separate deed of easement to the City must be executed and recorded at the Office of the Register of Deeds in Caldwell County prior to right-of-way abandonment.

Section 2. The aforementioned plat serves as a plat of abandonment for the purposes of this order.

Section 3. The City Clerk is hereby authorized and directed to file in the Office of the Register of Deeds in Caldwell County a certified copy of this Order, a copy of the published Resolution of Intent, and a notarized statement that all the abutting property owners were notified by certified mail.

Section 4. This Order becomes effective upon its adoption and approval.

Adopted this the 22nd day of October, 2024.

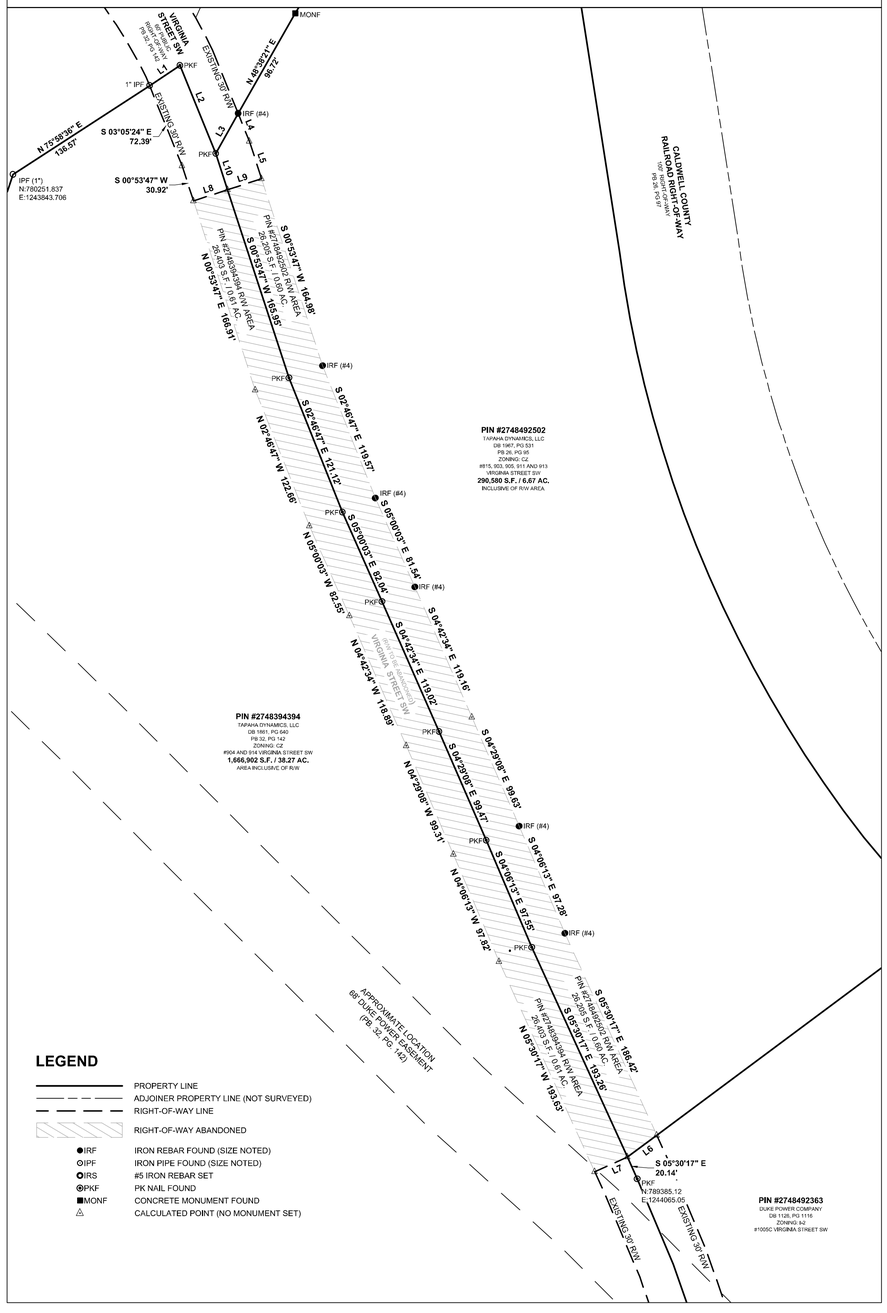
SEAL

_____
Joseph L. Gibbons, Mayor

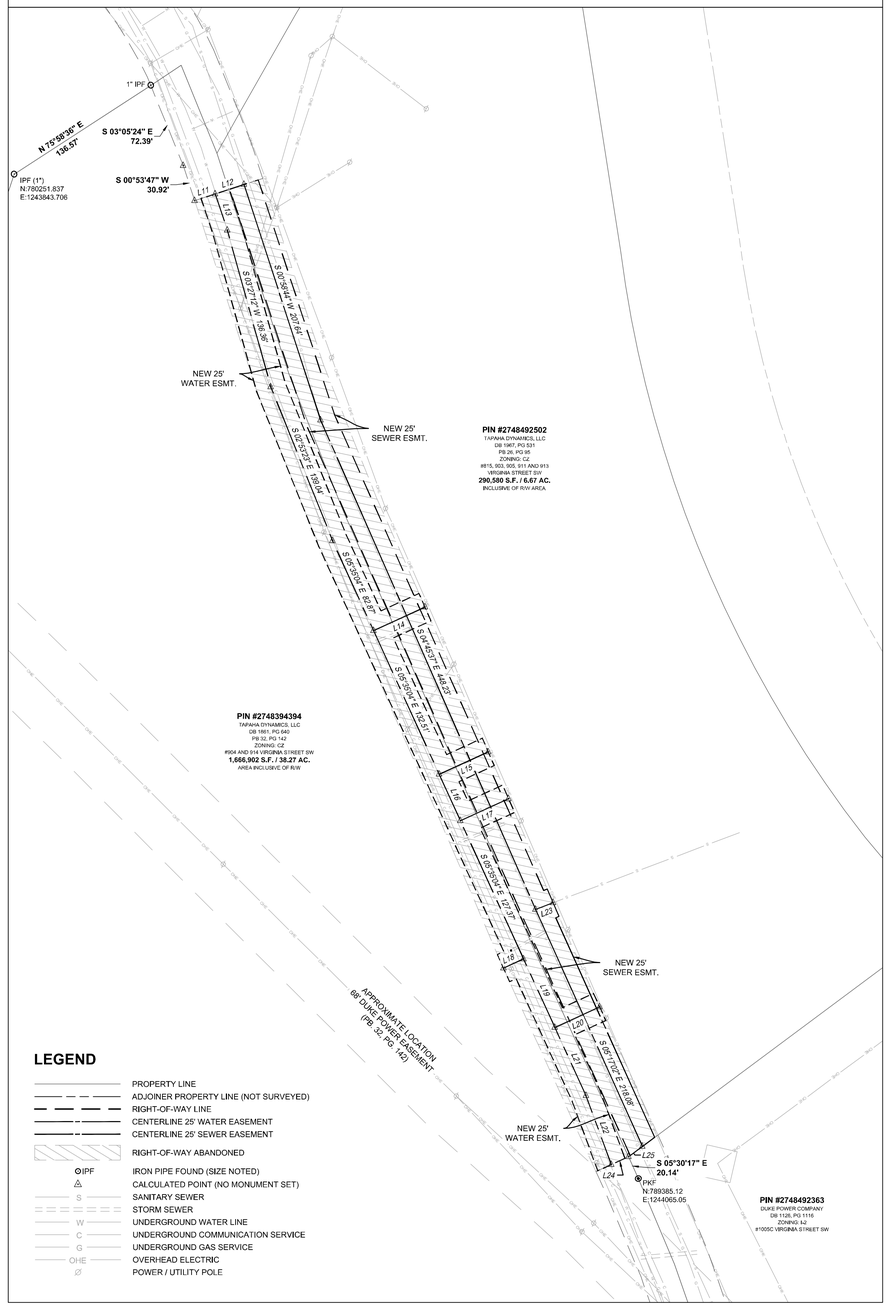
ATTEST:

_____
Shirley M. Cannon, City Clerk

BOUNDARY AND RIGHT-OF-WAY GEOMETRY



WATER AND SEWER EASEMENT GEOMETRY

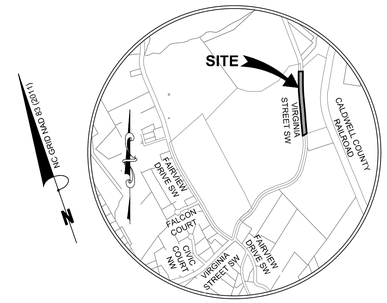


LEGEND

- PROPERTY LINE
- ADJOINER PROPERTY LINE (NOT SURVEYED)
- RIGHT-OF-WAY LINE
- CENTERLINE 25' WATER EASEMENT
- CENTERLINE 25' SEWER EASEMENT
- RIGHT-OF-WAY ABANDONED
- ●IRF — IRON REBAR FOUND (SIZE NOTED)
- ⊙IPF — IRON PIPE FOUND (SIZE NOTED)
- ○IRS — #5 IRON REBAR SET
- ⊕PKF — PK NAIL FOUND
- ■MONF — CONCRETE MONUMENT FOUND
- △ — CALCULATED POINT (NO MONUMENT SET)
- S — SANITARY SEWER
- STORM SEWER
- W — UNDERGROUND WATER LINE
- C — UNDERGROUND COMMUNICATION SERVICE
- G — UNDERGROUND GAS SERVICE
- OHE — OVERHEAD ELECTRIC
- ⌀ — POWER / UTILITY POLE

60 30 0 60 120
GRAPHIC SCALE
1" = 60'

EXISTING VIRGINIA STREET UTILITIES	
UTILITY SERVICE	OWNER
POTABLE WATER	CITY OF LENOIR
SANITARY SEWER	CITY OF LENOIR
NATURAL GAS	PIEDMONT NATURAL GAS
CABLE TV	TBD
FIBER OPTIC	TBD
OVERHEAD POWER	DUKE ENERGY
STORMWATER	CITY OF LENOIR



VICINITY MAP
SCALE: 1" = 1000'

NOTES

1. THE SURVEYED PROPERTY DELINEATED HEREON IS LOCATED IN CALDWELL COUNTY, NORTH CAROLINA AS PIN #2748287853, 2748394394 AND 2748492502.
2. THE SURVEYED PROPERTY IS CURRENTLY IN THE NAME OF TAPAHA DYNAMICS, LLC RECORDED IN DEED BOOK 1697, PAGE 550, DEED BOOK 1861, PAGE 640 AND DEED BOOK 1967, PAGE 531 IN THE ROD OFFICE OF CALDWELL COUNTY, NORTH CAROLINA.
3. BOUNDARY INFORMATION AS SHOWN HEREON IS BASED ON A FIELD SURVEY PERFORMED BY BOWMAN CONSULTING GROUP, LTD, ON 04/15/2024. SURVEY REPRESENTS A SURVEY OF OCCUPATION USING EVIDENCE FOUND AND REFERENCES SHOWN.
4. NORTH MERIDIAN INFORMATION AS SHOWN HEREON IS BASED ON NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83 US SURVEY FOOT, DISTANCES SHOWN ARE HORIZONTAL "GROUND DISTANCES".

REFERENCES

1. PLAT PREPARED BY: TAYLOR WISEMAN AND TAYLOR
   RECORDED: OCTOBER 12, 2016
   PLAT BOOK 32, PAGE 142
2. PLAT PREPARED BY: BP BARBER
   RECORDED: JULY 08, 2009
   PLAT BOOK 26, PAGE 95

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 75°19'15" E	30.62'
L2	S 3°05'24" E	79.59'
L3	N 48°09'29" E	38.49'
L4	S 3°02'33" E	25.14'
L5	S 0°53'47" W	33.01'
L6	S 72°18'21" W	30.69'
L7	S 84°29'43" W	30.00'
L8	S 89°06'13" E	30.00'
L9	S 89°06'13" E	30.00'
L10	S 0°53'47" W	31.97'

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L11	S 89°06'13" E	18.17'
L12	S 89°03'47" E	25.41'
L13	S 0°34'14" W	32.02'
L14	N 84°24'56" E	47.36'
L15	N 84°24'56" E	45.22'
L16	S 5°35'04" E	42.83'
L17	N 84°24'56" E	44.39'
L18	S 84°24'56" W	18.52'
L19	S 5°35'04" E	63.17'
L20	N 84°24'56" E	41.31'
L21	S 5°35'04" E	62.80'
L22	S 1°11'11" E	61.68'
L23	N 88°18'39" E	15.69'
L24	N 84°29'43" E	15.87'
L25	N 72°18'21" E	14.50'

DEDICATION STATEMENT

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNERS(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY DEDICATE THIS PLAN OF A NEW 25' WATER AND 25' SEWER EASEMENT WITH MY (OUR) OWN FREE CONSENT. FURTHER, I (WE) CERTIFY THE LAND AS SHOWN IS WITHIN THE PLATTING JURISDICTION OF THE CITY OF LENOIR, NORTH CAROLINA.

_____
OWNER SIGNATURE DATE

_____
PRINTED NAME

CERTIFICATE OF REVIEW OFFICER

I, _____, REVIEW OFFICER OF CALDWELL COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

_____
REVIEW OFFICER DATE

CERTIFICATE OF RIGHT-OF-WAY ABANDONMENT

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNERS(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPTS THIS PLAN OF RIGHT-OF-WAY ABANDONMENT WITH MY (OUR) FREE CONSENT AND ABANDON RIGHT-OF-WAY AS SHOWN.

_____
OWNER SIGNATURE DATE

_____
PRINTED NAME

CERTIFICATION

I, TIMOTHY J. GRIFFITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS AS SHOWN ON PLAT), THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION LICENSE NUMBER AND SEAL THIS _____ DAY OF _____, A.D., 2024.

_____
TIMOTHY J. GRIFFITH
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. L-5550

NORTH CAROLINA PROFESSIONAL SEAL L-5550 LAND SURVEYOR TIMOTHY J. GRIFFITH

RIGHT-OF-WAY ABANDONMENT
AND EASEMENT PLAT
VIRGINIA STREET SW
RIGHT-OF-WAY
LOCATED IN THE
CITY OF LENOIR,
CALDWELL COUNTY, NORTH CAROLINA

SCALE: 1" = 60' DATE: JUNE 27, 2024

REVISION

Bowman
Bowman North Carolina Ltd.
10130 Perimeter Pkwy, Suite 100
Charlotte, NC 28216
Phone: (704) 412-7474
F-1445
www.bowman.com

© 2021 Bowman Consulting Group Ltd

DWG: V:\031624 - LNR4A Lenoir NC\031624-01-001 (SUR) - LNR4A Lenoir NC\Survey\Plats\ROW Abandonment\031624-01-001 Easement Plat | BY: SCM | CHK: TJG | QC:

BCG PROJECT NO: 031624-01-001 | TASK: 00001 | SURVEY DATE: 04/15/2024 | SHEET 1 OF 1

CITY MANAGER
W. LANE BAILEY

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
T. H. PERDUE
J. I. PERKINS
T. J. ROHR
D. F. STEVENS
R. R. STILWELL
C. D. THOMAS
B. K. WILLIS

April 8, 2015

Mr. Michael A. Pettyjohn, P.E.
Division Engineer
North Carolina Department of Transportation
801 Statesville Road
North Wilkesboro, North Carolina 28659

Re: Resolution

Dear Mr. Pettyjohn:

Enclosed please find a resolution adopted by the Lenoir City Council on Tuesday, April 7, 2015 requesting that the North Carolina Department of Transportation permit the City of Lenoir to assume ownership of the state owned and maintained portion of Virginia Street from Morganton Boulevard to Fairview Drive SW in order to make it a part of the City's street system.

Thank you for your assistance in this matter. We look forward to hearing from you.

Sincerely,

CITY OF LENOIR

Danny A. Gilbert
Interim City Manager

Enclosure

POST OFFICE BOX 958 • LENOIR, NORTH CAROLINA 28645-0958 • (828) 757-2200

CITY MANAGER
W. LANE BAILEY

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
T. H. PERDUE
J. I. PERKINS
T. J. ROHR
D. F. STEVENS
R. D. STILWELL
C. D. THOMAS
B. K. WILLIS

CITY OF LENOIR

RESOLUTION

WHEREAS, the City of Lenoir owns and maintains streets for use by the motoring public; and

WHEREAS, the North Carolina Department of Transportation also owns and maintains roads and highways for the motoring public within the City limits of the City of Lenoir; and

WHEREAS, the City of Lenoir desires to assume ownership of a state road within the City limits of Lenoir,

NOW, THEREFORE BE IT RESOLVED, by the Lenoir City Council that the City of Lenoir does hereby request the North Carolina Department of Transportation to permit the City of Lenoir to assume ownership of the state owned and maintained portion of Virginia Street from Morganton Boulevard to Fairview Drive SW and make it a part of the City of Lenoir's street system. Upon action by the North Carolina Department of Transportation, the City of Lenoir will assume the right of way for said road, provide for future maintenance and add said street to the City of Lenoir's Powell Bill Map.

Adopted this the 7th day of April, 2015.

SEAL

Joseph L. Gibbons, Mayor

ATTEST

Shirley M. Cannon, City Clerk

Lenoir All-America City 2008

POST OFFICE BOX 958 * LENOIR, NORTH CAROLINA 28645-0958 * (828) 757-2200

Lenoir All-America City 2008

North Carolina Department of Transportation
Division of Highways
Secondary Road Abandonment Investigation Report

County	Caldwell	Co. File No.	C-673	Date	4-14-15
Township	Lenoir	Div. File No.		Div.#	

SR No. & Local Name If Any: SR 1145 (Virginia Street)
Length To Be Abandoned: 0.78 miles — Length To Be Retained (if applicable): 4.74 miles
Width: 22-ft. — Type: Asphalt — Condition: Fair
Number of homes having entrances into road: 0
Other uses having entrances into road: 4 Businesses and an Electrical Substation
Is the road a school bus route?: Yes (Several Buses)
Average Daily Traffic Count (estimated): 2,400 (2013)
Date of last State maintenance performed: 2014
Is the road a mail route?: Yes
Are there any bridges, pipe > 48''or retaining walls present in the right of way?: Yes, 1 bridge and one pipe > 48"
Is a petition for this request attached?: City of Lenoir Resolution
Is the County Commissioners' Approval attached?: No
If not, give reason: Within City of Lenoir Limits
Additional information applicable: Powell Bill Request

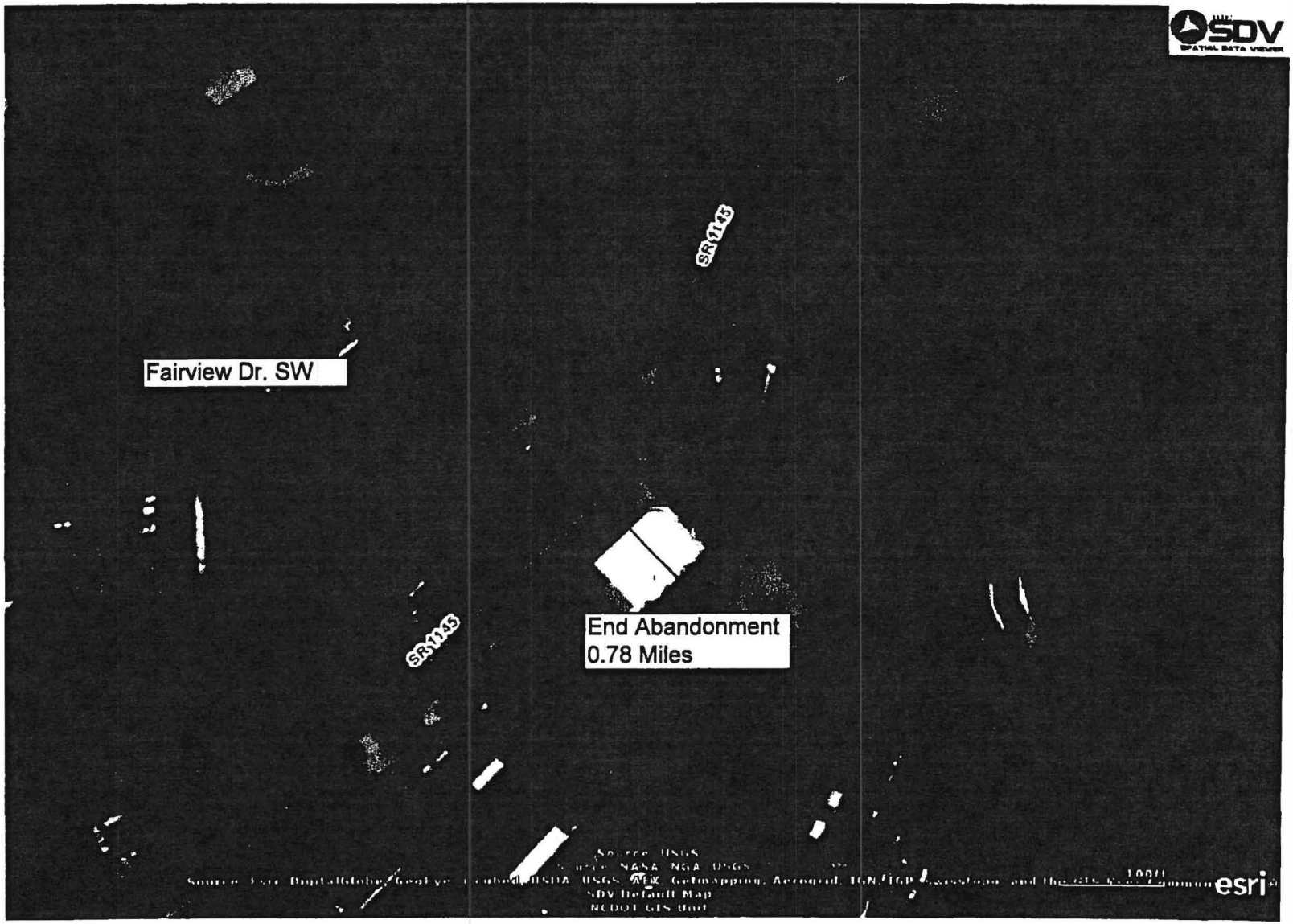
Submitted by _____ DISTRICT ENGINEER — Reviewed and Approved _____ DIVISION ENGINEER

Reviewed and Approved
BOARD OF TRANSPORTATION MEMBER _____

	Do not write in this space- For Use by Secondary Roads Unit APPROVED May 7, 2015 Dept. of Transportation Board of Transportation Petition #

Form SR-5 (11/05/2007)

C-673 (SR 1145 - Virginia Street) (Partial Abandonment)



Benson, Stephanie D

From: Service Account - Secondary Roads
Sent: Wednesday, April 15, 2015 10:33 AM
To: Benson, Stephanie D
Subject: FW: C-673 (SR 1145 - Virginia Street) - Requested Deletion of a Portion of SR 1145 - City of Lenoir Powell Bill Request
Attachments: C-673 (SR 1145 - Virginia Street) (City of Lenoir Resolution).pdf; C-673 (SR 1145 - Virginia Street) (Form SR-5).pdf; C-673 (SR 1145 - Virginia Street) (Marked Aerial Map).pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

From: Reinhardt, Charles C
Sent: Wednesday, April 15, 2015 10:24 AM
To: Service Account - Secondary Roads
Cc: Eller, Douglas W; Heavner, Kenneth H; Greer, Brandon S
Subject: FW: C-673 (SR 1145 - Virginia Street) - Requested Deletion of a Portion of SR 1145 - City of Lenoir Powell Bill Request

Please find attached information for the requested deletion of a portion of SR 1145 – Virginia Street, within the City of Lenoir - Caldwell County - Division 11.

The City has requested the deletion from our system as part of the Powell Bill Program.

Please advise if you need additional information.

CHARLES C. REINHARDT, PE
NCDOT | Division Maintenance Engineer | Division 11
PO Box 250 | North Wilkesboro, NC 28659
p 336.667.9111
f 336.667.4549
NCDOT
Division 11

From: Greer, Brandon S
Sent: Wednesday, April 15, 2015 9:17 AM
To: Reinhardt, Charles C
Cc: Pettyjohn, Michael A; Eller, Douglas W; Heavner, Kenneth H
Subject: C-673 (SR 1145 - Virginia Street) - Requested Deletion of a Portion of SR 1145 - City of Lenoir Powell Bill Request

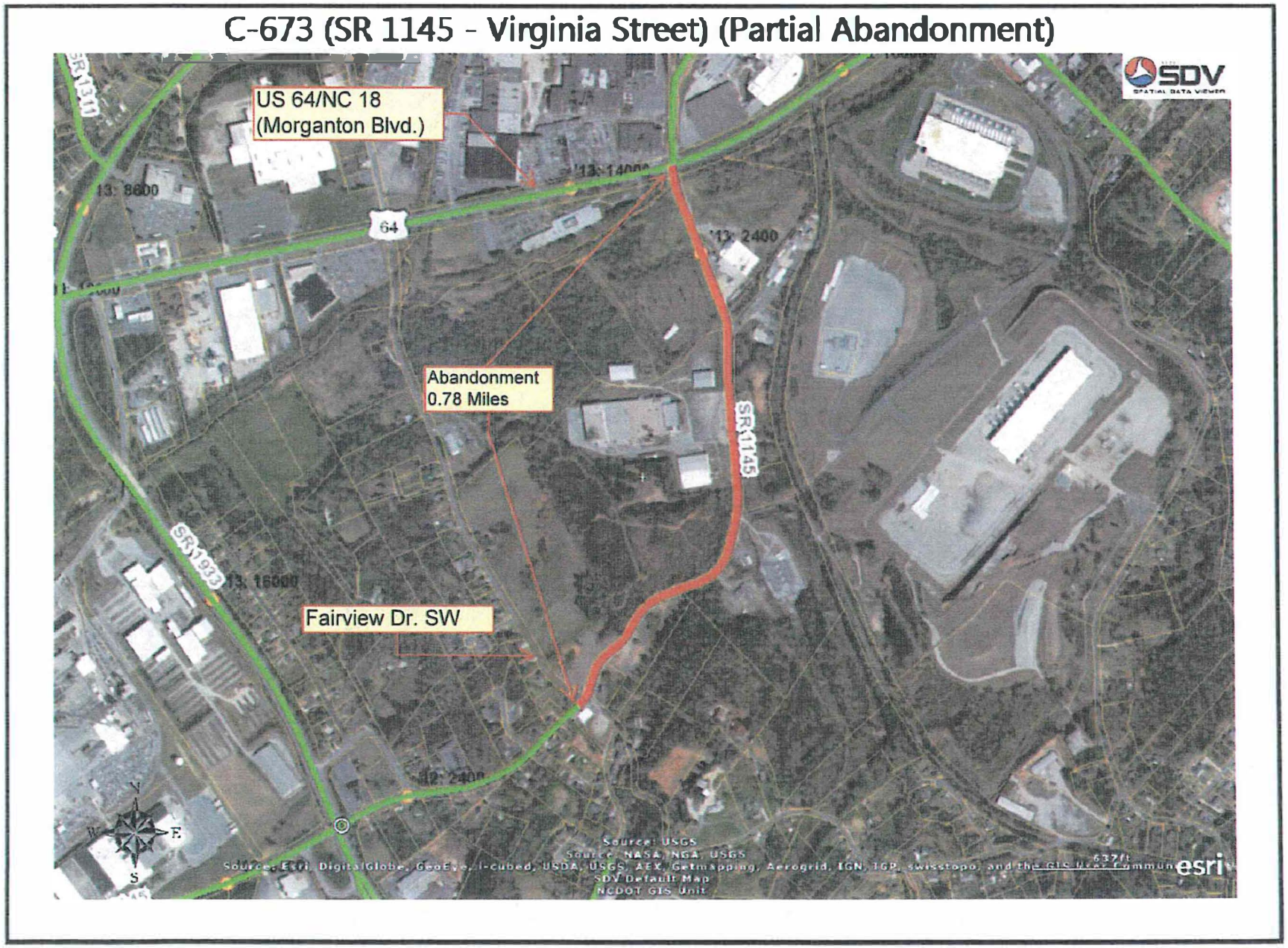
Charles:

The City of Lenoir has requested to take over maintenance of a portion of SR 1145 (Virginia Street) in Caldwell County. The requested section is 0.78 miles in length. The requested section begins at the intersection of US 64/NC 18 (Morganton Boulevard) and extends to Fairview Drive SW (City of Lenoir Maintained). The City has requested the abandonment as part of the Powell Bill Program. Attached you will find the following items:

- Form SR-5 (Secondary Road Abandonment Investigation Report)
- City of Lenoir Resolution
- Marked Aerial Map

If you need anything further, please let me know.

Brandon S. Greer
Transportation Technician
NCDOT – Division 11 – District 2
P.O. Box 1460
Boone, NC 28607
bgreer@ncdot.gov
(828) 268-6022 (main)
(828) 268-6028 (direct)


C-673 (SR 1145 - Virginia Street) (Partial Abandonment)
US 64/NC 18
(Morganton Blvd.)
Abandonment
0.78 Miles
Fairview Dr. SW
SR1145
SR1933
64
SDV
esri

C-673 (SR 1145 - Virginia Street) (Partial Abandonment)

From: Jeff Church
To: Williams, Hannah
Cc: Jeff Church
Subject: RE: Support for Virginia St Closure
Date: Thursday, October 10, 2024 10:21:30 AM
Attachments: image002.png
image003.png
image004.png
image005.png
image006.png

Hannah,
The proposed closure of Virginia Street includes a utilities easement providing access for the City's utilities crews to access all utilities lines. I don't foresee any issues for the Utilities Department if Virginia Street is closed.
Jeff

Jeff Church, EdD
Public Services Department
Public Utilities Director
City of Lenoir
510B Greer Circle SW
Lenoir, NC 28645
828-757-2175
www.cityoflenoir.com

Email correspondence to and from this address may be subject to the North Carolina Public Records law and may be disclosed to third parties by an authorized state official. (NCGS. ch. 132)

City of Lenoir
PO Box 958
Lenoir, NC 28645
Phone: (828) 757-2183
Fax: (828) 394-1148
Email: jon.hogan@ci.lenoir,nc.us

October 10, 2024

To Whom It May Concern:

This letter serves as the City of Lenoir Pubic Works letter of support for the Virginia Street SW road closure. This closure will not negatively affect any Public Works operations or create any gaps in service delivery to our customers.

Should you have any questions, please feel free to contact me.

Sincerely,

Jonathan Hogan

Jonathan Hogan, ISA
Public Works Director
Certified Arborist
SO-10410A
City of Lenoir, NC
(828) 757-2183

TO: Hannah Williams

FROM: Norman Staines

DATE: October 10, 2024

SUBJECT: Proposed Virginia Street Road Closure

Upon review of the request to close a portion of Virginia Street the Fire Department does not expect any issues with future responses. Currently, Station 1 and Station 2 primary response districts meet at Virginia Street and Fairview Drive so responses in the future should not be affected. Station 2 would be able to cover the two properties on that end of the closure or Station 1 could access from Fairview Drive if needed.

Property owners should not see a change in service in the affected area.

From: Phelps, Brent
To: Williams, Hannah
Subject: ~~Virginia Street~~
Date: Monday, October 14, 2024 11:41:30 AM

Hannah,

In looking at the proposed closure I do not have a concern that the closure will impact police response in the area. Chief Brent Phelps

Get Outlook for iOS

From: Trevor Key
To: Williams, Hannah
Subject: Re: Portion of Virginia St to be closed
Date: Thursday, October 10, 2024 11:37:29 AM
Attachments: image001.png

We do not have any issues.

Trevor C. Key
Emergency Services Director
Caldwell County Emergency Services
P.O. Box 2200
Lenoir, NC 28645
(828)757-1328 Office
(828)260-6659
tkey@caldwellcountync.org

Get Outlook for iOS

From: Williams, Hannah <hwilliams@CI.LENOIR.NC.US>
Sent: Thursday, October 10, 2024 10:23:42 AM
To: Trevor Key <tkey@caldwellcountync.org>
Subject: Portion of Virginia St to be closed

Hey there Chief Key,

I hope this email finds you well. As a Lenoir/CC resident, I appreciate all that has been done by the County in the wake of Hurricane Helene. I thank you and your staff for their service!
The City of Lenoir is holding a public hearing on Oct 22 on the closure of a segment of Virginia Street between Morganton Blvd and Fairview Dr. See attached exhibit. Do you see any problems that may arise from this closure with emergency response? I'd like to include any [short] statement of support in the public hearing.

Thanks,

Hannah Williams, AICP, CZO
Planning Director
City of Lenoir
p: 828.757.2168
a: 801 West Ave NW, Lenoir, NC
e: hwilliams@ci.lenoir.nc.us

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

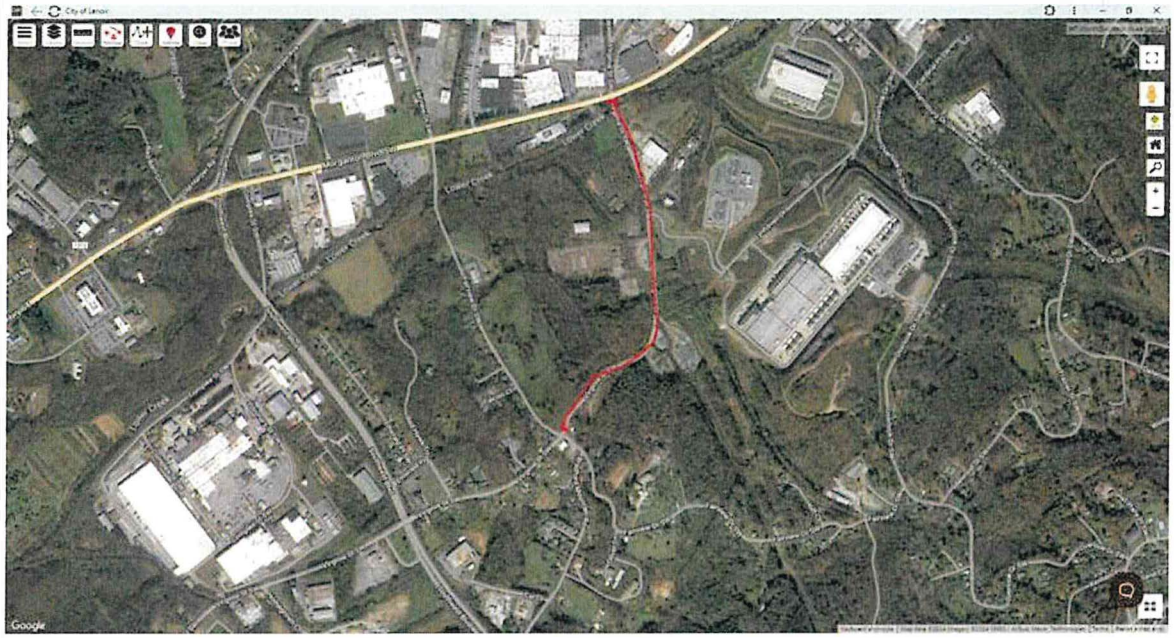
Email correspondence to and from this address may be subject to the North Carolina Public Records law and may be disclosed to third parties by an authorized state official. (NCGS §132)

From: Andrew Puhl
To: Williams, Hannah
Cc: Jeff Church; Jay McCarraher
Subject: Re: Virginia Street Closure
Date: Friday, October 18, 2024 10:26:36 AM
Attachments: image002.png
image003.png
image004.png
image005.png

We currently do not have any students who are picked up or dropped off on that section of road. We do have a bus that travels that area, but it could be rerouted.

On Wed, Oct 16, 2024 at 11:13 AM Jeff Church <jeff.church@lenoirnc.gov> wrote:

> Are there any school related transportation concerns regarding the closing of Virginia Street from HWY 18 to the intersection of Fairview Drive, as noted in the image below. Please respond to Hannah Williams, Planning Director, at hwillilams@ci.lenoir.nc.us.
>
> Thanks,
>
> Jeff



Jeff Church, EdD, UMC

Public Utilities Director

City of Lenoir

Public Services Department

510B Greer Circle SW

Lenoir, NC 28645

828-757-2175

www.cityoflenoir.com

Email correspondence to and from this address may be subject to the North Carolina Public Records law and may be disclosed to third parties by an authorized state official. (NCGS. ch. 132)

--
Andy Puhl,
Assistant Superintendent

Caldwell County Schools
1914 Hickory Blvd SW
Lenoir, NC 28645

(828) 728-8407 ext. 140128

Traffic Count (TCDS)

Home Locate Locate All Email This Auto-Locate:

Disclaimer: The North Carolina Department of Transportation shall not be held liable for any errors in the Transportation Data Management System. ... more

List View | All DIRs | Report Center

Record 1 of 1 Goto Record go

Location ID	0140000236	**MPO ID**	
Type	SPOT	**HPMS ID**	
On NHS	No	**On HPMS**	No
LRS ID	50097282014	**LRS Loc Pt.**	0.1112543
SF Group	1 (2024)	**Route Type**	NS
AF Group	99 (2024)	**Route**	97282
GF Group	Caldwell (2024)	**Active**	Yes
Class Dist Grp		**Category**	VOLUME
Seas Clss Grp			
WIM Group			
QC Group	Short Term - Volume		
Fnct'l Class	Major Collector	**Milepost**	
Located On	Virginia St		
Loc On Alias			
SOUTH OF	US 64/NC 18 BYP		
More Detail			

STATION DATA

Directions: 2-WAY

AADT

Year	AADT	DHV-30	K %	D %	PA	BC	Src
2023	1,948	188	10				
2022	2,096[3]		10				Grown from 2021
2021	2,188	224	10				
2020	1,865[3]						
2019	2,036						

|<< < > >>| 1-5 of 19

VOLUME COUNT

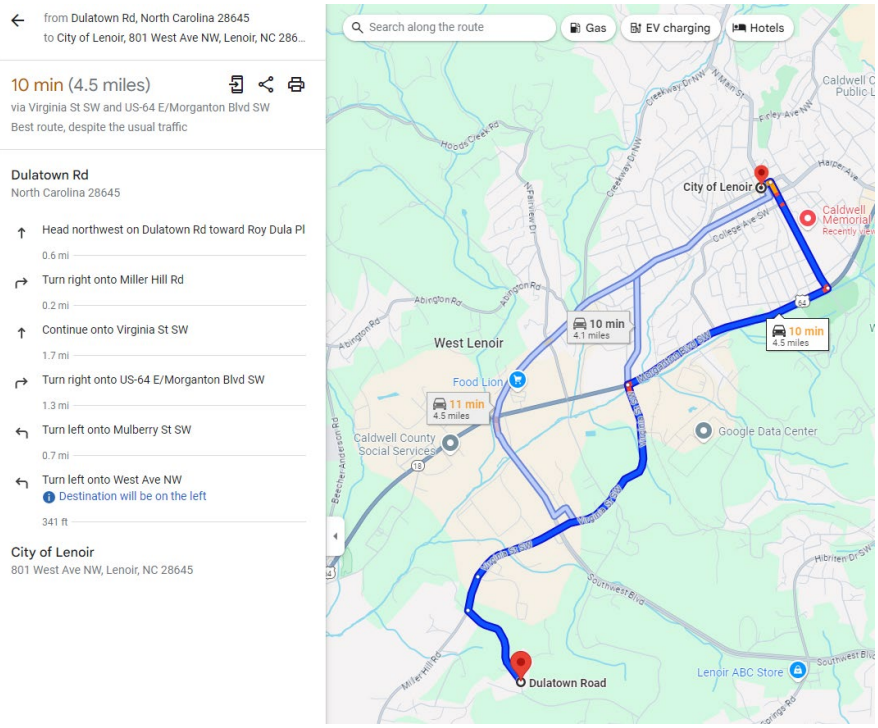
	Date	Int	Total
	Tue 6/20/2023	15	1,981
	Mon 6/19/2023	15	2,070
	Wed 2/3/2021	15	2,188
	Tue 2/2/2021	15	2,069
	Tue 8/20/2019	15	2,158
	Mon 8/19/2019	15	2,083
	Tue 2/28/2017	-	2,204
	Mon 2/27/2017	-	2,286
	Wed 5/20/2015	-	2,306
	Tue 5/19/2015	-	2,302

|<< < > >>| 1-10 of 22

mm/dd/yyyy To Date

Privacy Policy | Terms of Service | © 2024 Midwestern Software Solutions, LLC (MS2)

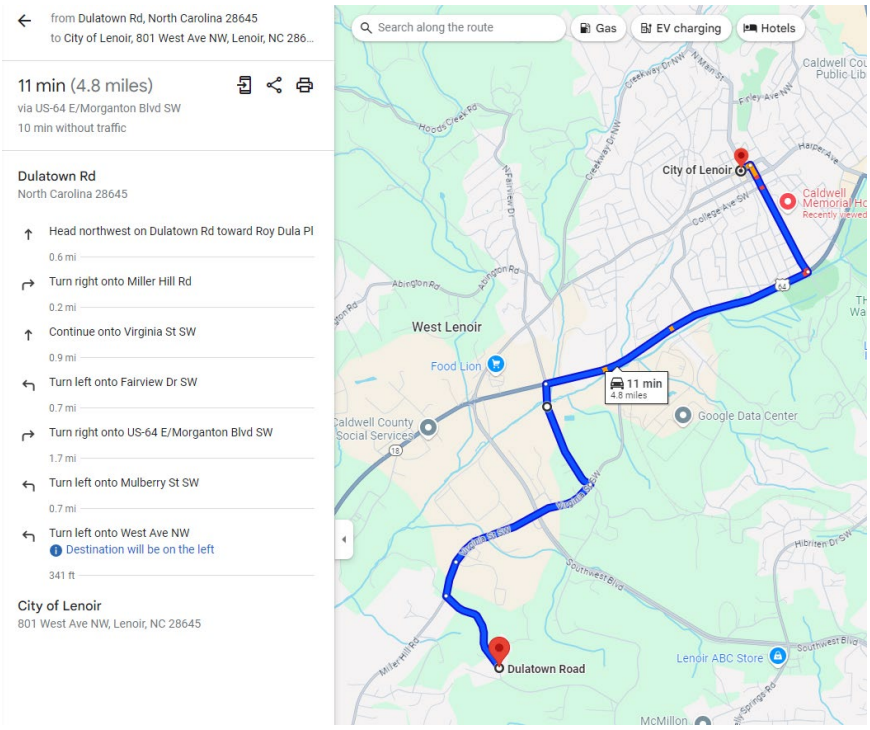
Example - Alternative Routes – SE to Downtown



Before:

Southwest Lenoir to Downtown through **Virginia St**

4.5 miles

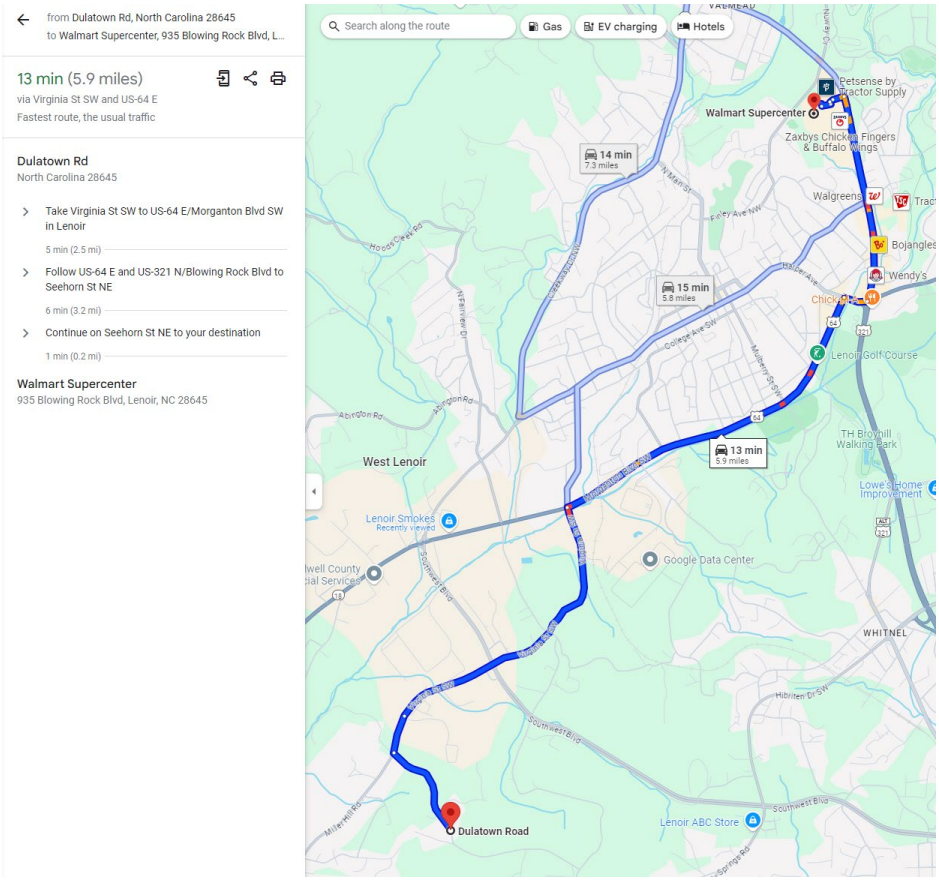


After:

Southwest Lenoir to Downtown through **Fairview Dr**

4.8 miles

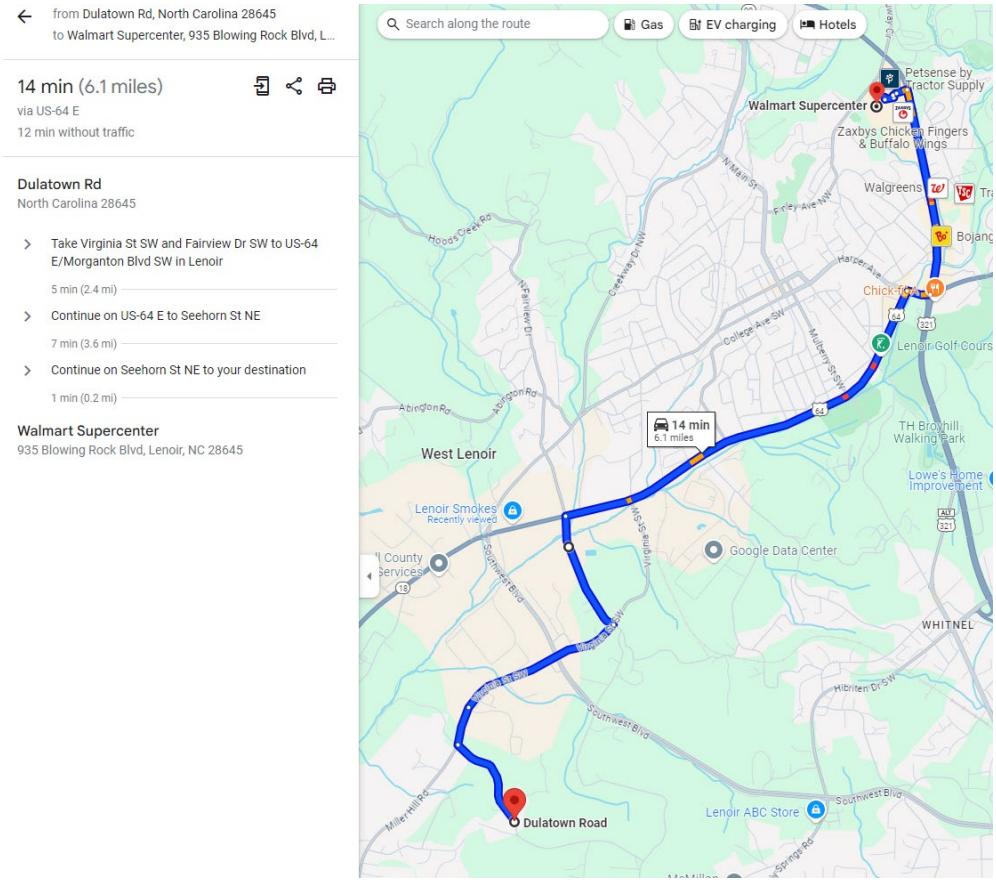
Example - Alternative Routes – SE to Blowing Rock Blvd



Before:

Southwest Lenoir to Walmart through **Virginia St/NC-18**

5.9 miles



After:

Southwest Lenoir to Walmart through **Southwest/NC-18**

6.1 miles

From: Averi C. Ritchie
To: Williams, Hannah
Subject: ~~Virginia Street Cl~~osure & Travel Demand Model Maps
Date: Monday, October 21, 2024 11:10:27 AM
Attachments: image001.png
image002.png

Hi Hannah,

After reviewing the connecting routes to the road closure and the travel demand model, it appears that the connecting routes are all listed as under capacity for the foreseeable future. The connecting routes are all signalized at the main intersections with US 64 and the average daily traffic on Virginia Street is only listed as being around 2,000. US 64 and Southwest Blvd are shown as under capacity in the 2019 travel demand model in that general vicinity. Fairview Dr SW and Harrisburg Dr SW are also shown as being under capacity. This model was last updated and adopted in July of 2023. The 2030, 2040, and 2050 future demand numbers are also predicted to be under capacity for almost all roads in the general vicinity. Most near or over capacity road segments are shown on US 64 east of the project area or on Connelly Springs Road south of the project area. Both of the these roads are outside of the project area. Road improvements are planned and funded for Connelly Springs Road. According to the travel demand model, it does not appear that this closure would heavily impact the connecting routes. Here is a link to the maps I am looking at.

https://connect.ncdot.gov/projects/planning/Pages/CTP-Details.aspx?study_id=Greater%20Hickory%20MPO%20CTP

Hope this helps! Give me a call if you need anything. Thanks!

Averi C. Ritchie
Transportation Planning Manager & ADA Administrator
Planning and Transportation Department

Western Piedmont Council of Governments
Creative Regional Solutions Since 1968
FOOTHILLS EXPERIENCE

Mailing Address: P.O. Box 9026 | Hickory, NC 28603
Physical Address: 1880 2nd Avenue NW | Hickory, NC 28601

Phone: 828.485.4248

Figure 2

2019 VOLUME AND CAPACITY DEFICIENCIES

WPCOG
Creative Regional Solutions Since 1968

GREATER HICKORY MPO

Caldwell County

CTP Analysis and Information

Volume and Capacity Ratio Features
(Base Year 2019)

2019 Volume / Capacity	Under Capacity (0-0.79)
2019 Volume / Capacity	Near Capacity (0.80-0.99)
2019 Volume / Capacity	Over Capacity (1.00+)

N

Full report at:
https://www.wpcog.org/metropolitan-trans-plan-mtp

0 0.75 1.5 3 4.5 6 Miles

Sheet 1A of 2

Base map date: June 22, 2021

Legal Disclaimer

This product contains mapping data for informational and planning purposes only, and is subject to change. Users should review or consult the primary data sources to ascertain the usability of the information.

DRAFT
Plan Date: June 21, 2023

NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
STRUCTURE MANAGEMENT UNIT

ATTENTION: CITY OF LENOIR

Structure Safety Report

Municipal Routine Element Inspection - Contract

STRUCTURE NUMBER: 130066 **SAP STRUCTURE NO:** 0140066 **FHWA STRUCTURE NO:** 000000000270066

DIVISION: 11 **COUNTY:** CALDWELL **INSPECTION DATE:** 05/02/2024 **FREQUENCY:** 24 MONTHS

FACILITY CARRIED: VIRGINIA STREET **MILE POST:**

LOCATION: 100 FT.S.JCT.US64,NC18BYP

FEATURE INTERSECTED: LOWER CREEK

LATITUDE: 35° 53' 51.28" **LONGITUDE:** 81° 33' 14.34"

SUPERSTRUCTURE: REINFORCED CONCRETE FLOOR ON I-BEAMS

SUBSTRUCTURE: E.BTS&INT.BTS:RC CAPS/PPC PILES @ VAR. CENTERS

SPANS: 3 SPANS. SEE SPAN PROFILE SHEET FOR SPAN DETAILS

☐ FRACTURE CRITICAL ☐ TEMPORARY SHORING ☐ SCOUR CRITICAL ☐ SCOUR PLAN OF ACTION

GRADES: (Inspector/NBI Coding) **DECK** 6 / 6 **SUPERSTRUCTURE** 7 / 7 **SUBSTRUCTURE** 7 / 7 **CULVERT** N / N

POSTED SV: Not Posted **POSTED TTST:** Not Posted

OTHER SIGNS PRESENT: (4) DELINEATORS

SOUTH APPROACH

Sign noticed issued for		Number Required
NO	WEIGHT LIMIT	0
NO	DELINEATORS	0
NO	NARROW BRIDGE	0
NO	ONE LANE BRIDGE	0
NO	LOW CLEARANCE	0

DIRECTION OF INSPECTION S-N

DIRECTION MATCHES PLANS

INSPECTED BY	SIGNATURE	ASSISTED BY
JACOB W. DOBBINS	Jacob W. Dobbins	CAS

NATIONAL BRIDGE INVENTROY ----- STRUCTURE INVENTORY AND APPRAISAL 06/05/2024

IDENTIFICATION

(1) STATE NAME NORTH CAROLINA	BRIDGE	130066
(8) STRUCTURE NUMBER (FEDERAL)		0270066
(5) INVENTORY ROUTE (ON/UNDER) ON		50000000
(2) STATE HIGHWAY DEPARTMENT DISTRICT		11
(3) COUNTY CODE (FEDERAL) 27	(4) PLACE CODE	37760
(6) FEATURE INTERSECTED	LOWER CREEK	
(7) FACILITY CARRIED	VIRGINIA STREET	
(9) LOCATION	100 FT.S.JCT.US64,NC18BYP	
(11) MILEPOINT		0.0
(12) BASE HIGHWAY NETWORK		0
(13) LRS INVENTORY ROUTE & SUBROUTE		0
(16) LATITUDE 35° 53' 51.28"	(17) LONGITUDE	81° 33' 14.34"
(98) BORDER BRIDGE STATE CODE	PERCENT SHARED	
(99) BORDER BRIDGE STRUCTURE NUMBER		

STRUCTURE TYPE AND MATERIAL

(43) STRUCTURE TYPE MAIN			Steel
TYPE	Stringer/Multi-beam or girder	CODE	302
(44) STRUCTURE TYPE APPROACH			
TYPE		CODE	
(45) NUMBER OF SPANS IN MAIN UNIT			3
(46) NUMBER OF SPANS IN APPROACH			0
(107) DECK STRUCTURE TYPE		CODE	1
(108)WEARING SURFACE/PROTECTIVE SYSTEM			
(A) TYPE OF WEARING SURFACE		CODE	1
(B) TYPE OF MEMBRANE		CODE	0
(C) TYPE OF DECK PROTECTION		CODE	1

AGE AND SERVICE

(27) YEAR BUILT			1968
(106) YEAR RECONSTRUCTED			0
(42) TYPE OF SERVICE ON -			Highway
OFF -	Waterway	CODE	15
(28) LANES ON STRUCTURE 2	LANES UNDER STRUCTURE		0
(29) AVERAGE DAILY TRAFFIC			2000
(30) YEAR OF ADT 2019	(109) TRUCK ADT PCT		7
(19) BYPASS OR DETOUR LENGTH			3.0

GEOMETRIC DATA

(48) LENGTH OF MAXIMUM SPAN		39.0
(49) STRUCTURE LENGTH		120.0
(50) CURB OR SIDEWALK: LEFT 1.5	RIGHT	1.5
(51) BRIDGE ROADWAY WIDTH, CURB TO CURB		36.0
(52) DECK WIDTH OUT TO OUT		41.4
(32) APPROACH ROADWAY WITH (W/ SHOULDERS)		23.0
(33) BRIDGE MEDIAN	No median CODE	0
(34) SKEW 0	(35) STRUCTURE FLARED	0
(10) INVENTORY ROUTE MIN VERT CLEAR		999.9
(47) INVENTORY ROUTE TOTAL HORIZ CLEAR		36.0
(53) MIN VERT CLEAR OVER BRIDGE RDWY		999.9
(54) MIN VERT UNDERCLEAR: REFERENCE N		0.0
(55) MIN LAT UNDERCLEARANCE RT: REFERENCE N		0.0
(56) MIN LAT UNDERCLEARANCE LT:		0.0

NAVIGATION DATA

(38) NAVIGATION CONTROL -	CODE	0
(111) PIER PROTECTION	CODE	
(39) NAVIGATION VERTICAL CLEARANCE		0.0
(116) VERT - LIFT BRIDGE NAV MIN VERT CLEAR		0.0
(40) NAVIGATION HORIZONTAL CLEARANCE		0.0

SUFFICIENCY RATING	99.55
STATUS =	

CLASSIFICATION — CODE

(112) NBIS BRIDGE SYSTEM		Y
(104) HIGHWAY SYSTEM	Inventory Route not on NHS	0
(26) FUNCTIONAL CLASS	Urban Local	19
(100) STRAHNET HIGHWAY	Not a STRAHNET Route	0
(101) PARALLEL STRUCTURE		0
(102) DIRECTION OF TRAFFIC	2-way traffic	2
(103) TEMPORARY STRUCTURE		
(110) DESIGNATED NATIONAL NETWORK -	on national network for trucks	0
(20) TOLL	On Free Road	3
(21) MAINT -		04
(22) OWNER -		04
(37) HISTORICAL SIGNIFICANCE -		5

CONDITION — CODE

(58) DECK	6
(59) SUPERSTRUCTURE	7
(60) SUBSTRUCTURE	7
(61) CHANNEL & CHANNEL PROTECTION	6
(62) CULVERTS	N

LOAD RATING AND POSTING — CODE

(31) DESIGN LOAD	HS20	5
(63) OPERATING RATING METHOD -	Load Factor	1
(64) OPERATING RATING -	HS-44	80
(65) INVENTORY RATING METHOD -		1
(66) INVENTORY RATING	HS-27	48
(70) BRIDGE POSTING	No Posting Required	5
(41) STRUCTURE OPEN, POSTED, OR CLOSED		A
DESCRIPTION	Open, no restriction	

APPRAISAL — CODE

(67) STRUCTURAL EVALUATION	7
(68) DECK GEOMETRY	N
(69) UNDERCLEARANCES, VERT & HORIZ	N
(71) WATERWAY ADEQUACY	6
(72) APPROACH ROADWAY ALIGNMENT	8
(36) TRAFFIC SAFETY FEATURES	0NNN
(113) SCOUR CRITICAL BRIDGES	8

PROPOSED IMPROVEMENTS

(75) TYPE OF WORK	CODE
(76) LENGTH OF STRUCTURE IMPROVEMENT	
(94) BRIDGE IMPROVEMENT COST	
(95) ROADWAY IMPROVEMENT COST	
(96) TOTAL PROJECT COST	
(97) YEAR OF IMPROVEMENT COST ESTIMATE	
(114) FUTURE ADT 4,000	YEAR OF FUTURE ADT 2040

INSPECTION

(90) INSPECTION DATE		(91) FREQUENCY
(92) CRITICAL FEATURE INSPECTION		(93) CFI DATE
A) FRACTURE CRIT DETAIL	A)	
B) UNDERWATER INSP	B)	
C) OTHER SPECIAL INSP	C)	
SCOUR		

Superstructure Build Details

Span Number 1 **Span Length** 40.000 **Skew** 90.000

Number of Items	Type of Component	Element Name	Quantity	Protective System Applied	Quantity (Sq Ft)
1	Reinforced Concrete Deck	Reinforced Concrete Deck	1657 Square Feet		
2	Delineator	Warning Signs	2 Each		
2	Concrete and Metal Railing	Other Bridge Railing	80 Feet		
5	Plate Girder	Steel Open Girder/Beam	200 Feet	Legacy Non Lead Primer System with various Topcoats	1430
10	Other Bearing	Other Bearings	10 Each	Legacy Non Lead Primer System with various Topcoats	10

Span Number 2 **Span Length** 40.000 **Skew** 90.000

Number of Items	Type of Component	Element Name	Quantity	Protective System Applied	Quantity (Sq Ft)
1	Standard Joint	Pourable Joint Seal	42 Feet		
1	Reinforced Concrete Deck	Reinforced Concrete Deck	1657 Square Feet		
2	Concrete and Metal Railing	Other Bridge Railing	80 Feet		
5	Plate Girder	Steel Open Girder/Beam	200 Feet	Legacy Non Lead Primer System with various Topcoats	1430
10	Other Bearing	Other Bearings	10 Each	Legacy Non Lead Primer System with various Topcoats	10

Span Number 3 **Span Length** 40.000 **Skew** 90.000

Number of Items	Type of Component	Element Name	Quantity	Protective System Applied	Quantity (Sq Ft)
1	Standard Joint	Pourable Joint Seal	42 Feet		
1	Reinforced Concrete Deck	Reinforced Concrete Deck	1657 Square Feet		
2	Delineator	Warning Signs	2 Each		
2	Concrete and Metal Railing	Other Bridge Railing	80 Feet		
5	Plate Girder	Steel Open Girder/Beam	200 Feet	Legacy Non Lead Primer System with various Topcoats	1430
10	Other Bearing	Other Bearings	10 Each	Legacy Non Lead Primer System with various Topcoats	10

Structure Element Scoring

Structure Number: **130066**

Inspection Date **5/2/2024**

Element Number	Parent Number	Element Name	Location	Total Quantity	Level 1 Quantity	Level 2 Quantity	Level 3 Quantity	Level 4 Quantity
12		Reinforced Concrete Deck	Deck	4,971	1,303	3,400	268	0
107		Steel Open Girder/Beam	Beam	600	172	428	0	0
515	107	Steel Protective Coating	Beam	4,290	3,333	840	0	117
215		Reinforced Concrete Abutment	Abutments	84	82	2	0	0
226		Prestressed Concrete Pile	Piles and Columns	16	15	0	1	0
234		Reinforced Concrete Pier Cap	Caps	174	174	0	0	0
301		Pourable Joint Seal	Expansion Joints	84	84	0	0	0
316		Other Bearings	Bearing Device	30	0	30	0	0
515	316	Steel Protective Coating	Bearing Device	30	0	22	0	8
333		Other Bridge Railing	Bridge Rail	240	239	0	1	0
602		Warning Signs	Ground Mounted Signs	4	4	0	0	0

Summary of Maintenance Needs

Maintenance By Defect

Structure Number: **130066** Inspection Date: **05/02/2024**

MMS Code	Element Name	Defect Name	Recommended Quantity
3326	Reinforced Concrete Deck	Cracking (RC and Other)	3650 Square Feet
3326	Reinforced Concrete Deck	Efflorescence/Rust Staining	18 Square Feet
3350	Reinforced Concrete Abutment	Delamination/Spall	2 Feet
3348	Prestressed Concrete Pile	Delamination/Spall	1 Each
3318	Other Bridge Railing	Delamination/Spall	2 Feet
3342	Steel Protective Coating	Effectiveness (Steel Protective Coatings)	928 Square Feet
3342	Steel Protective Coating	Peeling/Bubbling/Cracking (steel Protective Coatings)	59 Square Feet

Element Structure Maintenance Quantities

Structure Number: **130066** Inspection Date **05/02/2024**

Location	MMS Code	Description	Maint Quantity	Total Quantity	Severe Quantity	Poor Quantity	Fair Quantity	Good Quantity
Beam	3314	Maintenance Steel Superstructure Components	0	600	0.000	0.000	428.000	172.000
Beam	3342	Clean and Paint Steel	957	4290	117.000	0.000	840.000	3333.000
Bearing Device	3334	Bridge Bearing	0	30	0.000	0.000	30.000	0.000
Bearing Device	3342	Clean and Paint Steel	30	30	8.000	0.000	22.000	0.000
Bridge Rail	3318	Maintenance of Concrete Bridge Rail	2	240	0.000	1.000	0.000	239.000
Deck	3326	Maintenance of Concrete Deck	3668	4971	0.000	268.000	3400.000	1303.000
Expansion Joints	3310	Maintenance of Standard Bridge Expansion Joints	0	84	0.000	0.000	0.000	84.000
Ground Mounted Signs	3250	Install or Replace Ground Mounted Signs	0	4	0.000	0.000	0.000	4.000
Abutments	3350	Maintenance of Concrete Wings and Wall	2	84	0.000	0.000	2.000	82.000
Caps	3348	Maintenance of Concrete Substructure	0	174	0.000	0.000	0.000	174.000
Piles and Columns	3348	Maintenance of Concrete Substructure	1	16	0.000	1.000	0.000	15.000

Element Condition and Maintenance Data

Structure Number: **130066** Inspection Date: **05/02/2024**

Span 1 Deck

Reinforced Concrete Deck

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
12	Reinforced Concrete Deck	1,657	457	1,200	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 12	Abrasion/Wear (PSC/RC)	ABRASION WITH EXPOSED COARSE AGGREGATE AT RANDOM THROUGHOUT DECK SURFACE.	2	800		Square Feet
☑ 12	Cracking (RC and Other)	UP TO 1/32 INCHES MAP CRACKING AT RANDOM THROUGHOUT DECK SURFACE.	2	400	1,200	Square Feet

General Comments

Span 1 Beam 1

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	40	25	15	0	0	Feet
515	Steel Protective Coating	286	228	40	0	18	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	FRECKLED RUST WITH ISOLATED LOCATIONS OF SURFACE RUST AT RANDOM THROUGHOUT TOP AND BOTTOM FLANGES AND WEB	2	15		Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	10	10	Square Feet
☑ 515	Peeling/Bubbling/Cracking (steel Protective Coatings)	PEELING PAINT EXPOSING BARE STEEL.	4	8	8	Square Feet
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	40	40	Square Feet

General Comments

Span 1 Beam 2

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	40	28	12	0	0	Feet
515	Steel Protective Coating	286	255	20	0	11	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	FRECKLED RUST WITH ISOLATED LOCATIONS OF SURFACE RUST AT RANDOM THROUGHOUT TOP AND BOTTOM FLANGES AND WEB	2	12		Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	5	5	Square Feet
☑ 515	Peeling/Bubbling/Cracking (steel Protective Coatings)	PEELING PAINT EXPOSING BARE STEEL.	4	6	6	Square Feet
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	20	20	Square Feet

General Comments

Structure Number: **130066** Inspection Date: **05/02/2024**

Span 1 — Near Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	0	0	1	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	SURFACE RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	1	1	Square Feet

General Comments

Span 1 — Far Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Span 1 — Near Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Span 1 — Far Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty

Structure Number: **130066** Inspection Date: **05/02/2024**

☑ **316**	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ **515**	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Span 1 Beam 3

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	40	22	18	0	0	Feet
515	Steel Protective Coating	286	258	20	0	8	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ **107**	Corrosion	FRECKLED RUST WITH ISOLATED LOCATIONS OF SURFACE RUST AT RANDOM THROUGHOUT TOP AND BOTTOM FLANGES AND WEB	2	18		Feet
☑ **515**	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	4	4	Square Feet
☑ **515**	Peeling/Bubbling/Cracking (steel Protective Coatings)	PEELING PAINT EXPOSING BARE STEEL.	4	4	4	Square Feet
☑ **515**	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	20	20	Square Feet

General Comments

Span 1 Near Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	0	0	1	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ **316**	Corrosion	SURFACE RUST, BEARING ASSEMBLY.	2	1		Each
☑ **515**	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	1	1	Square Feet

General Comments

Span 1 Far Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ **316**	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ **515**	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Structure Number: **130066** Inspection Date: **05/02/2024**

Span 1 Beam 4

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	40	25	15	0	0	Feet
515	Steel Protective Coating	286	257	20	0	9	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	FRECKLED RUST WITH ISOLATED LOCATIONS OF SURFACE RUST AT RANDOM THROUGHOUT TOP AND BOTTOM FLANGES	2	15		Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	4	4	Square Feet
☑ 515	Peeling/Bubbling/Cracking (steel Protective Coatings)	PEELING PAINT EXPOSING BARE STEEL.	4	5	5	Square Feet
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	20	20	Square Feet

General Comments

Span 1 Near Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	0	0	1	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	SURFACE RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	1	1	Square Feet

General Comments

Span 1 Far Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Structure Number: **130066** Inspection Date: **05/02/2024**

Span 1 Beam 5

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	40	10	30	0	0	Feet
515	Steel Protective Coating	286	213	50	0	23	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	FRECKLED RUST WITH ISOLATED LOCATIONS OF SURFACE RUST AT RANDOM THROUGHOUT TOP AND BOTTOM FLANGES AND WEB	2	30		Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	10	10	Square Feet
☑ 515	Peeling/Bubbling/Cracking (steel Protective Coatings)	PEELING PAINT EXPOSING BARE STEEL.	4	13	13	Square Feet
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	50	50	Square Feet

General Comments

Span 1 Near Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	0	0	1	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	SURFACE RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	1	1	Square Feet

General Comments

Span 1 Far Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Structure Number: **130066** Inspection Date: **05/02/2024**

Span 2 Deck

Reinforced Concrete Deck

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
12	Reinforced Concrete Deck	1,657	457	1,200	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 12	Abrasion/Wear (PSC/RC)	ABRASION WITH EXPOSED COARSE AGGREGATE AT RANDOM THROUGHOUT DECK SURFACE.	2	1,100		Square Feet
☑ 12	Cracking (RC and Other)	UP TO 1/32 INCHES MAP CRACKING AT RANDOM THROUGHOUT DECK SURFACE.	2	100	1,200	Square Feet

General Comments

Span 2 Beam 1

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	40	0	40	0	0	Feet
515	Steel Protective Coating	286	166	120	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	FRECKLED RUST IN TOP AND BOTTOM FLANGES AND WEB	2	40		Feet
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	120	120	Square Feet

General Comments

Span 2 Near Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Span 2 Far Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each

Structure Number: **130066** Inspection Date: **05/02/2024**

☑ **515**	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet	

General Comments

Span 2 Beam 2

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	40	0	40	0	0	Feet
515	Steel Protective Coating	286	216	70	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ **107**	Corrosion	FRECKLED RUST IN TOP AND BOTTOM FLANGES AND WEB	2	40		Feet
☑ **515**	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	70	70	Square Feet

General Comments

Span 2 Near Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ **316**	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ **515**	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Span 2 Far Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ **316**	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ **515**	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Structure Number: **130066** Inspection Date: **05/02/2024**

Span 2 Beam 3

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	40	0	40	0	0	Feet
515	Steel Protective Coating	286	186	100	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	FRECKLED RUST IN TOP AND BOTTOM FLANGES AND WEB	2	40		Feet
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	100	100	Square Feet

General Comments

Span 2 Near Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Span 2 Far Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Span 2 Beam 4

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	40	0	40	0	0	Feet
515	Steel Protective Coating	286	186	100	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	FRECKLED RUST IN TOP AND BOTTOM FLANGES AND WEB	2	40		Feet

Structure Number: **130066** Inspection Date: **05/02/2024**

☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	100	100	Square Feet

General Comments

Span 2 — Near Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Span 2 — Far Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Span 2 — Beam 5

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	40	0	40	0	0	Feet
515	Steel Protective Coating	286	212	70	0	4	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	FRECKLED RUST WITH ISOLATED LOCATIONS OF SURFACE RUST AT RANDOM THROUGHOUT TOP AND BOTTOM FLANGES AND WEB	2	40		Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	2	2	Square Feet
☑ 515	Peeling/Bubbling/Cracking (steel Protective Coatings)	PEELING PAINT EXPOSING BARE STEEL.	4	2	2	Square Feet
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	70	70	Square Feet

General Comments

Structure Number: **130066** Inspection Date: **05/02/2024**

Span 2 — Near Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Span 2 — Far Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	0	0	1	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	SURFACE RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	1	1	Square Feet

General Comments

Span 3 — Deck

Reinforced Concrete Deck

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
12	Reinforced Concrete Deck	1,657	389	1,000	268	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 12	Cracking (RC and Other)	UP TO 1/16 INCHES TRANSVERSE CRACKS AT RANDOM THROUGHOUT DECK SURFACE.	3	250	250	Square Feet
☑ 12	Efflorescence/Rust Staining	UP TO 64 INCHES TRANSVERSE CRACKS WITH EFFLORESCENCE AND HEAVY BUILDUP AT RANDOM THROUGHOUT DECK UNDERSIDE.	3	18	18	Square Feet
☑ 12	Abrasion/Wear (PSC/RC)	ABRASION WITH EXPOSED COARSE AGGREGATE AT RANDOM THROUGHOUT DECK SURFACE.	2	1,000		Square Feet
☑ 12	Cracking (RC and Other)	UP TO 1/32 INCHES MAP CRACKING AT RANDOM THROUGHOUT DECK SURFACE.	2		1,000	Square Feet

General Comments

Structure Number: **130066** Inspection Date: **05/02/2024**

Span 3 — Left Bridge Rail

Concrete and Metal Railing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
333	Other Bridge Railing	40	39	0	1	0	Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 333	Delamination/Spall	(2) UP TO 9 INCHES X 20 INCHES X 3 INCHES SPALLS ON NORTH FACE AT END BENT 2	3	1	2	Feet

General Comments

Span 3 — Beam 1

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	40	20	20	0	0	Feet
515	Steel Protective Coating	286	243	30	0	13	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	FRECKLED RUST WITH ISOLATED LOCATIONS OF SURFACE RUST AT RANDOM THROUGHOUT TOP AND BOTTOM FLANGES AND WEB	2	20		Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	8	8	Square Feet
☑ 515	Peeling/Bubbling/Cracking (steel Protective Coatings)	PEELING PAINT EXPOSING BARE STEEL.	4	5	5	Square Feet
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	30	30	Square Feet

General Comments

Span 3 — Near Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Structure Number: **130066** Inspection Date: **05/02/2024**

Span 3 — Far Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	0	0	1	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	SURFACE RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	1	1	Square Feet

General Comments

Span 3 — Beam 2

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	40	22	18	0	0	Feet
515	Steel Protective Coating	286	254	25	0	7	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	FRECKLED RUST WITH ISOLATED LOCATIONS OF SURFACE RUST AT RANDOM THROUGHOUT TOP AND BOTTOM FLANGES	2	18		Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	4	4	Square Feet
☑ 515	Peeling/Bubbling/Cracking (steel Protective Coatings)	PEELING PAINT EXPOSING BARE STEEL.	4	3	3	Square Feet
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	25	25	Square Feet

General Comments

Span 3 — Near Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Structure Number: **130066** Inspection Date: **05/02/2024**

Span 3 — Far Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	0	0	1	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	SURFACE RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	1	1	Square Feet

General Comments

Span 3 — Beam 3

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	40	10	30	0	0	Feet
515	Steel Protective Coating	286	227	45	0	14	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	FRECKLED RUST WITH ISOLATED LOCATIONS OF SURFACE RUST AT RANDOM THROUGHOUT TOP AND BOTTOM FLANGES	2	30		Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	6	6	Square Feet
☑ 515	Peeling/Bubbling/Cracking (steel Protective Coatings)	PEELING PAINT EXPOSING BARE STEEL.	4	8	8	Square Feet
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	45	45	Square Feet

General Comments

Span 3 — Near Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Structure Number: **130066** Inspection Date: **05/02/2024**

Span 3 — Far Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Span 3 — Beam 4

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	40	10	30	0	0	Feet
515	Steel Protective Coating	286	236	40	0	10	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	FRECKLED RUST WITH ISOLATED LOCATIONS OF SURFACE RUST AT RANDOM THROUGHOUT TOP AND BOTTOM FLANGES	2	30		Feet
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	5	5	Square Feet
☑ 515	Peeling/Bubbling/Cracking (steel Protective Coatings)	PEELING PAINT EXPOSING BARE STEEL.	4	5	5	Square Feet
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	40	40	Square Feet

General Comments

Span 3 — Near Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Structure Number: **130066** Inspection Date: **05/02/2024**

Span 3 — Far Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	0	0	1	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	SURFACE RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	FAILED COATING	4	1	1	Square Feet

General Comments

Span 3 — Beam 5

Plate Girder

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
107	Steel Open Girder/Beam	40	0	40	0	0	Feet
515	Steel Protective Coating	286	196	90	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 107	Corrosion	FRECKLED RUST IN TOP AND BOTTOM FLANGES AND WEB	2	40		Feet
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	90	90	Square Feet

General Comments

Span 3 — Near Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each
☑ 515	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet

General Comments

Span 3 — Far Bearing

Other Bearing

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
316	Other Bearings	1	0	1	0	0	Each
515	Steel Protective Coating	1	0	1	0	0	Square Feet

Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑ 316	Corrosion	FRECKLED RUST, BEARING ASSEMBLY.	2	1		Each

Structure Number: **130066** Inspection Date: **05/02/2024**

☑ **515**	Effectiveness (Steel Protective Coatings)	LIMITED EFFECTIVENESS	2	1	1	Square Feet	

General Comments

End Bent 1 — Abutment

Reinforced Concrete Abutment

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
215	Reinforced Concrete Abutment	42	40	2	0	0	Feet

	Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑	**215**	Delamination/Spall	(2) UP TO 5 INCHES X 2 INCHES X 1/2 INCHES SPALLS SOUTH OF BEARINGS AT BEAMS 1 AND 3.	2	2	2	Feet

General Comments

Bent 2 — Pile 4

Prestressed Concrete Pile

Element Number	Element Name	Total Qty	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty	
226	Prestressed Concrete Pile	1	0	0	1	0	Each

	Element Number	Defect Type	Defect Description	CS	CS Qty	Maint Qty	
☑	**226**	Delamination/Spall	10 INCHES X 4 INCHES X 1 INCHES SPALL ON EAST FACE, 6 FEET FROM BOTTOM OF CAP.	3	1	1	Each

General Comments

Elements Verfied

Location	Name	Component	Element Name	Amount
Span 1	Deck	Reinforced Concrete Deck	Reinforced Concrete Deck	1657
Span 1	Beam 1	Plate Girder	Steel Open Girder/Beam	40
Span 1	Beam 2	Plate Girder	Steel Open Girder/Beam	40
Span 1	Beam 3	Plate Girder	Steel Open Girder/Beam	40
Span 1	Beam 4	Plate Girder	Steel Open Girder/Beam	40
Span 1	Beam 5	Plate Girder	Steel Open Girder/Beam	40
Span 1	Left Bridge Rail	Concrete and Metal Railing	Other Bridge Railing	40
Span 1	Right Bridge Rail	Concrete and Metal Railing	Other Bridge Railing	40
Span 1	Far Bearing	Other Bearing	Other Bearings	1
Span 1	Near Bearing	Other Bearing	Other Bearings	1
Span 1	Far Bearing	Other Bearing	Other Bearings	1
Span 1	Near Bearing	Other Bearing	Other Bearings	1
Span 1	Far Bearing	Other Bearing	Other Bearings	1
Span 1	Near Bearing	Other Bearing	Other Bearings	1
Span 1	Far Bearing	Other Bearing	Other Bearings	1
Span 1	Near Bearing	Other Bearing	Other Bearings	1
Span 1	Far Bearing	Other Bearing	Other Bearings	1
Span 1	Near Bearing	Other Bearing	Other Bearings	1
Span 1	Delineator SW	Delineator	Warning Signs	1
Span 1	Delineator SE	Delineator	Warning Signs	1
Span 2	Deck	Reinforced Concrete Deck	Reinforced Concrete Deck	1657
Span 2	Beam 1	Plate Girder	Steel Open Girder/Beam	40
Span 2	Beam 2	Plate Girder	Steel Open Girder/Beam	40
Span 2	Beam 3	Plate Girder	Steel Open Girder/Beam	40
Span 2	Beam 4	Plate Girder	Steel Open Girder/Beam	40
Span 2	Beam 5	Plate Girder	Steel Open Girder/Beam	40
Span 2	Left Bridge Rail	Concrete and Metal Railing	Other Bridge Railing	40
Span 2	Right Bridge Rail	Concrete and Metal Railing	Other Bridge Railing	40
Span 2	Expansion Joint	Standard Joint	Pourable Joint Seal	42
Span 2	Far Bearing	Other Bearing	Other Bearings	1
Span 2	Near Bearing	Other Bearing	Other Bearings	1
Span 2	Far Bearing	Other Bearing	Other Bearings	1
Span 2	Near Bearing	Other Bearing	Other Bearings	1
Span 2	Far Bearing	Other Bearing	Other Bearings	1
Span 2	Near Bearing	Other Bearing	Other Bearings	1
Span 2	Far Bearing	Other Bearing	Other Bearings	1
Span 2	Near Bearing	Other Bearing	Other Bearings	1
Span 2	Far Bearing	Other Bearing	Other Bearings	1
Span 2	Near Bearing	Other Bearing	Other Bearings	1
Span 3	Deck	Reinforced Concrete Deck	Reinforced Concrete Deck	1657
Span 3	Beam 1	Plate Girder	Steel Open Girder/Beam	40
Span 3	Beam 2	Plate Girder	Steel Open Girder/Beam	40
Span 3	Beam 3	Plate Girder	Steel Open Girder/Beam	40
Span 3	Beam 4	Plate Girder	Steel Open Girder/Beam	40
Span 3	Beam 5	Plate Girder	Steel Open Girder/Beam	40

Elements Verfied

Location	Name	Component	Element Name	Amount
Span 3	Left Bridge Rail	Concrete and Metal Railing	Other Bridge Railing	40
Span 3	Right Bridge Rail	Concrete and Metal Railing	Other Bridge Railing	40
Span 3	Expansion Joint	Standard Joint	Pourable Joint Seal	42
Span 3	Far Bearing	Other Bearing	Other Bearings	1
Span 3	Near Bearing	Other Bearing	Other Bearings	1
Span 3	Far Bearing	Other Bearing	Other Bearings	1
Span 3	Near Bearing	Other Bearing	Other Bearings	1
Span 3	Far Bearing	Other Bearing	Other Bearings	1
Span 3	Near Bearing	Other Bearing	Other Bearings	1
Span 3	Far Bearing	Other Bearing	Other Bearings	1
Span 3	Near Bearing	Other Bearing	Other Bearings	1
Span 3	Far Bearing	Other Bearing	Other Bearings	1
Span 3	Near Bearing	Other Bearing	Other Bearings	1
Span 3	Delineator NW	Delineator	Warning Signs	1
Span 3	Delineator NE	Delineator	Warning Signs	1
Bent 1	Cap 1	Reinforced Concrete Pier Cap	Reinforced Concrete Pier Cap	35
Bent 1	Pile 1	Prestressed Concrete Pile	Prestressed Concrete Pile	1
Bent 1	Pile 2	Prestressed Concrete Pile	Prestressed Concrete Pile	1
Bent 1	Pile 3	Prestressed Concrete Pile	Prestressed Concrete Pile	1
Bent 1	Pile 4	Prestressed Concrete Pile	Prestressed Concrete Pile	1
Bent 1	Pile 5	Prestressed Concrete Pile	Prestressed Concrete Pile	1
Bent 1	Pile 6	Prestressed Concrete Pile	Prestressed Concrete Pile	1
Bent 1	Pile 7	Prestressed Concrete Pile	Prestressed Concrete Pile	1
Bent 1	Pile 8	Prestressed Concrete Pile	Prestressed Concrete Pile	1
End Bent 1	Cap 1	Reinforced Concrete Pier Cap	Reinforced Concrete Pier Cap	52
End Bent 1	Abutment	Reinforced Concrete Abutment	Reinforced Concrete Abutment	42
Bent 2	Cap 1	Reinforced Concrete Pier Cap	Reinforced Concrete Pier Cap	35
Bent 2	Pile 1	Prestressed Concrete Pile	Prestressed Concrete Pile	1
Bent 2	Pile 2	Prestressed Concrete Pile	Prestressed Concrete Pile	1
Bent 2	Pile 3	Prestressed Concrete Pile	Prestressed Concrete Pile	1
Bent 2	Pile 4	Prestressed Concrete Pile	Prestressed Concrete Pile	1
Bent 2	Pile 5	Prestressed Concrete Pile	Prestressed Concrete Pile	1
Bent 2	Pile 6	Prestressed Concrete Pile	Prestressed Concrete Pile	1
Bent 2	Pile 7	Prestressed Concrete Pile	Prestressed Concrete Pile	1
Bent 2	Pile 8	Prestressed Concrete Pile	Prestressed Concrete Pile	1
End Bent 2	Cap 1	Reinforced Concrete Pier Cap	Reinforced Concrete Pier Cap	52
End Bent 2	Abutment	Reinforced Concrete Abutment	Reinforced Concrete Abutment	42

General Inspection Notes

National Bridge and NC Inspection Items

Structure Number: 130066 **Inspection Date:** 05/02/2024

National Bridge Inventory Items

Item	Grade Scale	Grade
Item 58: Deck	0 - 9 , N	6
Item 59: Superstructure	0 - 9 , N	7
Item 60: Substructure	0 - 9 , N	7
Item 61: Channel and Channel Protection	0 - 9 , N	6
Item 62: Culvert	0 - 9 , N	N
Item 71: Waterway Adequacy	0 - 9 , N	6
Item 72: Approach Roadway Alignment	0 - 9 , N	8

Note:

Items 58,59,60,62 reflect this inspection only.

For overall NBI coding grade, see cover sheet.

Note: If NBI Inspection Item is not present, code NBI item with "N"

NC SMU Inspection Items

Item	Grade Scale	Grade	Maint. Qty.	Maint. Code
Deck Debris	G, F, P, or C	F	4971	3376
Drainage System	G, F, P, or C	G	0	3332
Utilities	G, F, P, or C			
Slope Protection	G, F, P, or C	G	0	3352
Scour	G, F, P, or C	F		
Wingwall	G, F, P, or C	F	1	3350
Field Scour Evaluation		F		
Drift	G, F, P, or C	G	0	3366
Fender System	G, F, P, or C			
Movable Span Machinery	G, F, P, or C			
Response to Live Load	G, F, P, or C	G		
Superstructure Paint Code		B		

Note: If NC SMU Insepction Item is not present, leave NC SMU item blank

Inspection Information

Item	Grade Scale	Grade
Sign Noticed Issued	YES/NO	N
Priority Maintenance Request Submitted	YES/NO	N
Inspection Time	Hours	6
Traffic Control Time	Hours	
Snooper Time	Hours	
Ladder Used	YES/NO	Y
Bucket Truck Used	YES/NO	N
Boat Used	YES/NO	N
Other Equipment Used	YES/NO	N
Portion of Structure in > 3' of water	YES/NO	N

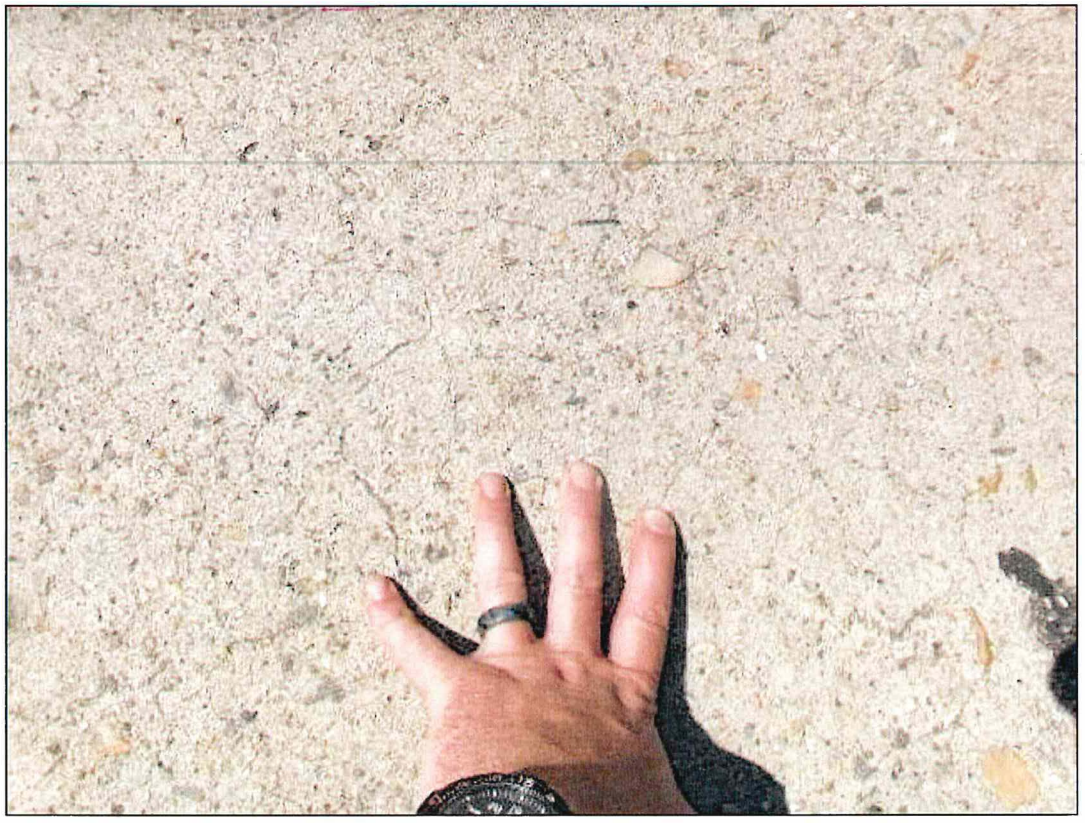
National Bridge and NC SMU Inspection Item Details

Structure Number: 130066 **Inspection Date:** 05/02/2024

Item	NCDOT Channel and Channel Protection - Item 61	**Grade**	6	**Maint Code**		**Qty.**	0
Details	STEEP BANKS ALONG THE CHANNEL						
Item	Deck Debris	**Grade**	F	**Maint Code**	3376	**Qty.**	4971
Details	DEBRIS ALONG BOTH RAILS						
Item	Scour	**Grade**	F	**Maint Code**		**Qty.**	0
Details	MINOR SCOUR AROUND BENT 1 PILES 4-6						
Item	Wingwalls	**Grade**	F	**Maint Code**	3350	**Qty.**	1
Details	SPALL ON SOUTHWEST WINGWALL						
Item	General Comments and Misc Items	**Grade**		**Maint Code**		**Qty.**	0
Details	4 FEET WIDE X 6 INCHES LONG X 2 INCHES DEEP SETTLEMENT IN NORTH APPROACH IN NORTH BOUND LANE						

Structure: 130066 County: CALDWELL Date: 05/02/2024 Condition Photos

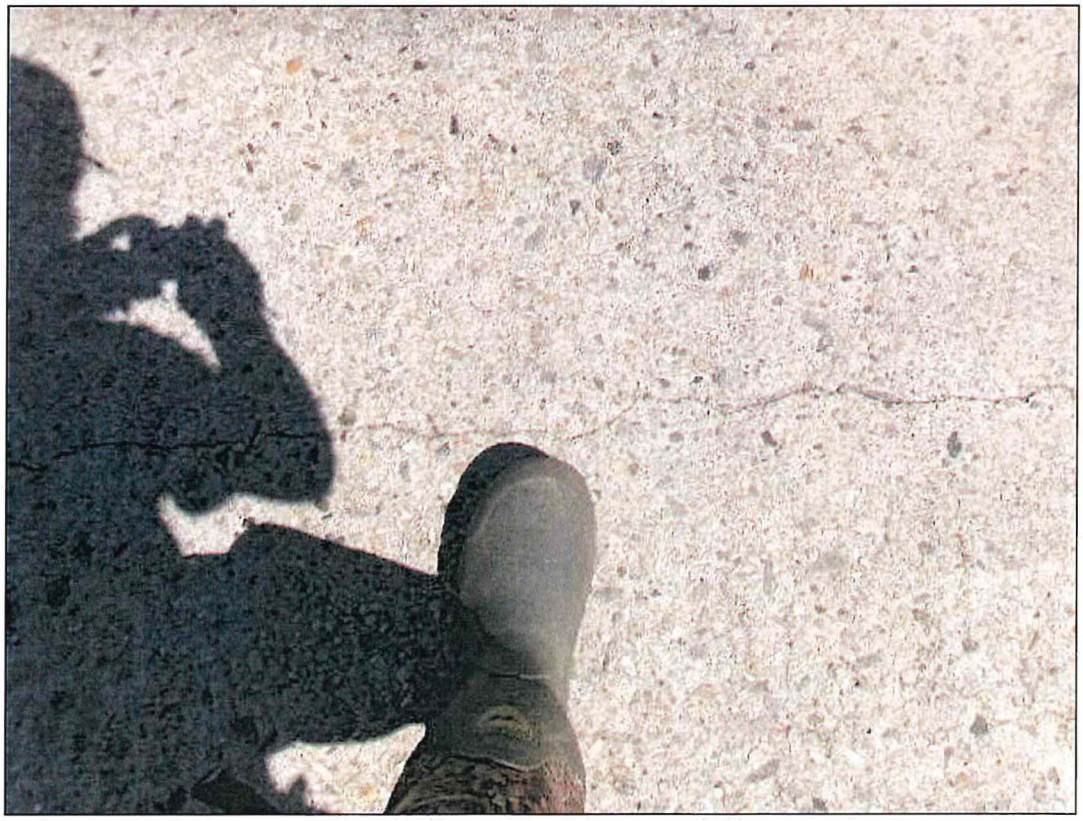
Span 1 Deck: ABRASION WITH EXPOSED COARSE AGGREGATE AT RANDOM THROUGHOUT DECK SURFACE.



Span 2 Deck: UP TO 1/32 INCHES MAP CRACKING AT RANDOM THROUGHOUT DECK SURFACE.

Structure: 130066 County: CALDWELL Date: 05/02/2024 Condition Photos

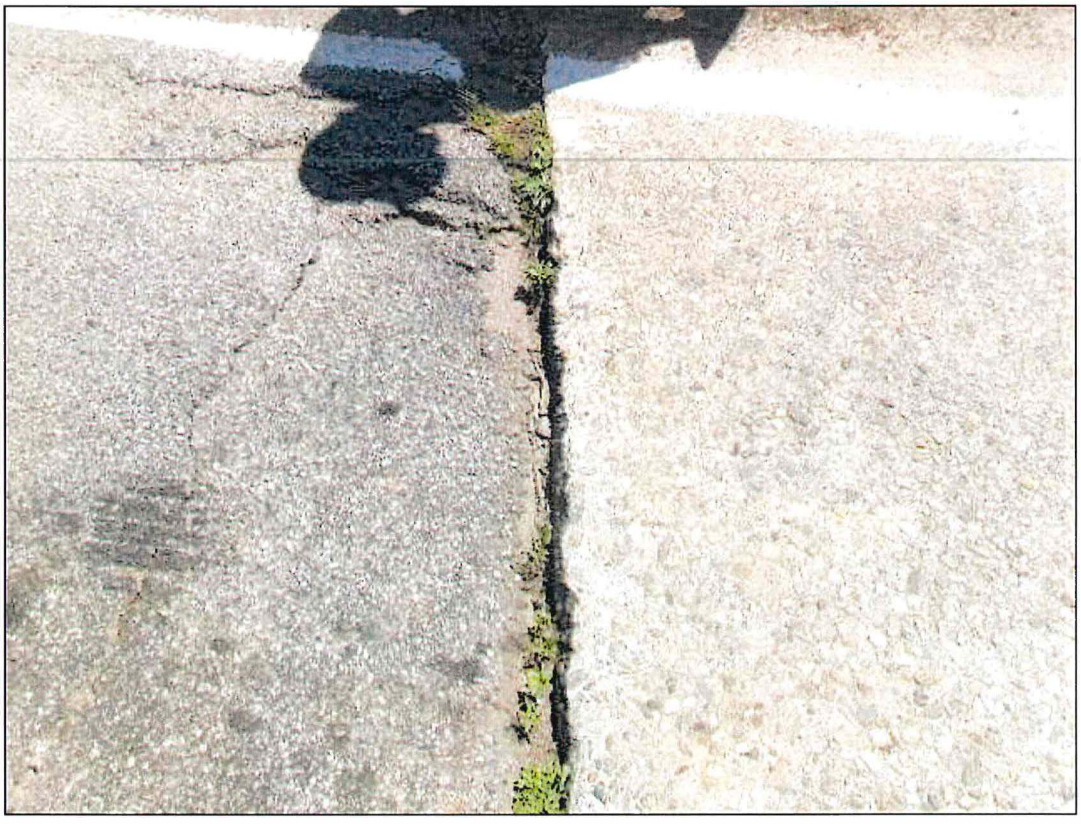
DEBRIS ALONG BOTH RAILS



Span 3 Deck: UP TO 1/16 INCHES TRANSVERSE CRACKS AT RANDOM THROUGHOUT DECK SURFACE.

Structure: 130066 County: CALDWELL Date: 05/02/2024 Condition Photos

Span 3 Left Bridge Rail: (2) UP TO 9 INCHES X 20 INCHES X 3 INCHES SPALLS ON NORTH FACE AT END BENT 2



4 FEET WIDE X 6 INCHES LONG X 2 INCHES DEEP SETTLEMENT IN NORTH APPROACH AT NORTH BOUND LANE

Structure: 130066 County: CALDWELL Date: 05/02/2024 Condition Photos

Span 3 Deck: UP TO 64 INCHES TRANSVERSE CRACKS WITH EFFLORESCENCE AND HEAVY BUILDUP AT RANDOM THROUGHOUT DECK UNDERSIDE.

Bent 2 Pile 4: 10 INCHES X 4 INCHES X 1 INCHES SPALL ON EAST FACE, 6 FEET FROM BOTTOM OF CAP.

Structure: 130066 County: CALDWELL Date: 05/02/2024 Condition Photos

SOUTHEAST STREAMBANK HAS A VERTICAL FACE UP TO 8 FEET TALL

15 FEET WIDE AREA OF SCOURING AROUND BENT 1 PILES 4-6

Structure: 130066 County: CALDWELL Date: 05/02/2024 Condition Photos

Span 1 Beam 1: FRECKLED RUST WITH ISOLATED LOCATIONS OF SURFACE RUST AT RANDOM THROUGHOUT TOP AND BOTTOM FLANGES AND WEB

Span 1 Beam 2: FRECKLED RUST WITH ISOLATED LOCATIONS OF SURFACE RUST AT RANDOM THROUGHOUT TOP AND BOTTOM FLANGES AND WEB

Structure: 130066 County: CALDWELL Date: 05/02/2024 Condition Photos

Span 1 Beam 1 - Near Bearing: SURFACE RUST, BEARING ASSEMBLY.

End Bent 1 Abutment: (2) UP TO 5 INCHES X 2 INCHES X 1/2 INCHES SPALLS SOUTH OF BEARINGS AT BEAMS 1 AND 3.

Structure: 130066 County: CALDWELL Date: 05/02/2024 Condition Photos

6 INCHES X 3 INCHES X 1.5 INCHES SPALL ON TOP OF SOUTHWEST WINGWALL

Span 3 Beam 2 - Near Bearing: FRECKLED RUST, BEARING ASSEMBLY.

Stream Bed Soundings

(Profile diagram on following sheet)

County **CALDWELL** Structure Number: **130066** Sounding Date **05/02/2024**

Sounding recorded from: **Top of Bridge Rail**

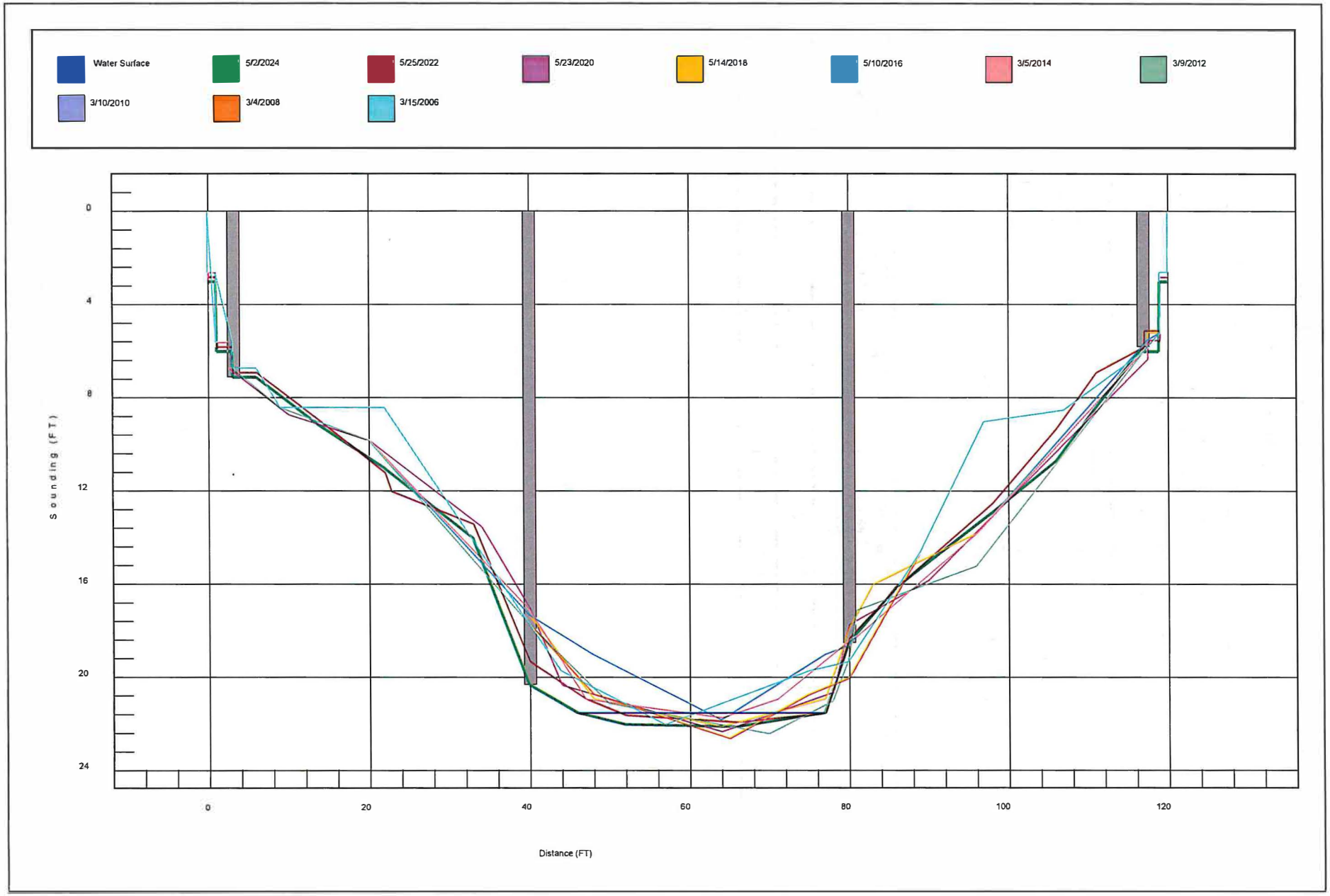
Highwater Mark Distance **21.5** Location of Highwater Mark **46' FROM END BENT 1**

Distance (Station) ft.	Downstream Sounding ft.	Upstream Sounding ft.	Description
0.000	3.000	0.000	TOP OF BACKWALL
1.000	3.000	0.000	TOP OF BACKWALL
1.100	6.000	0.000	TOP OF CAP
3.000	6.000	0.000	TOP OF CAP
3.100	7.100	7.200	FACE OF ABUTMENT
6.000	7.100	0.000	TOP OF SLOPE
14.000	9.200	0.000	N/G
22.000	11.000	0.000	N/G
33.000	14.000	0.000	N/G
40.000	20.300	15.300	BENT 1
46.000	21.500	0.000	WSWE
52.000	22.000	0.000	STREAMBED
66.000	22.100	0.000	STREAMBED
77.000	21.500	0.000	WSWE
80.000	18.500	21.500	BENT 2
86.000	16.100	0.000	N/G
98.000	12.900	0.000	N/G
106.000	10.700	0.000	N/G
111.000	8.400	0.000	N/G
116.900	5.800	7.300	FACE OF ABUTMENT
117.000	6.000	0.000	TOP OF CAP
118.900	6.000	0.000	TOP OF CAP
119.000	3.000	0.000	TOP OF BACKWALL
120.000	3.000	0.000	TOP OF BACKWALL

Bridge: 130066 County: CALDWELL Date: 05/02/2024

STREAMBED PROFILE (Downstream)

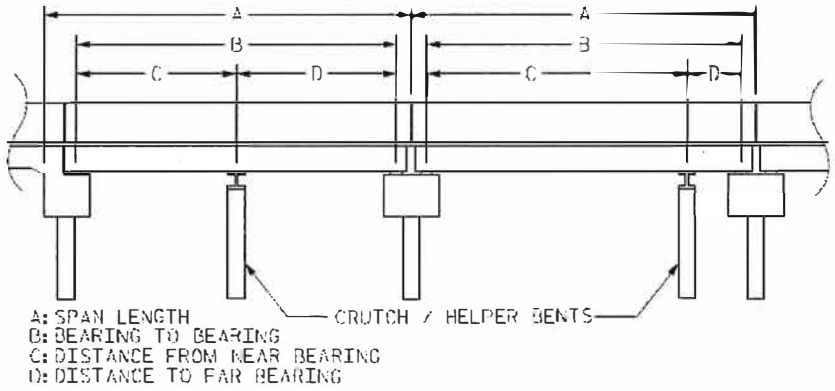
Top of Rail = 0FT (Sounding)



Structure Data Worksheet

Span Profile

County: **CALDWELL** Structure Number: **130066**



Span Number	Span Length	Bearing to Bearing	Crutch/ Helper Bent	Distance to Near Bearing	Distance to Far Bearing
1	40.000	38.250			
2	40.000	39.000			
3	40.000	35.250			

Bridge Inspection Field Sketch

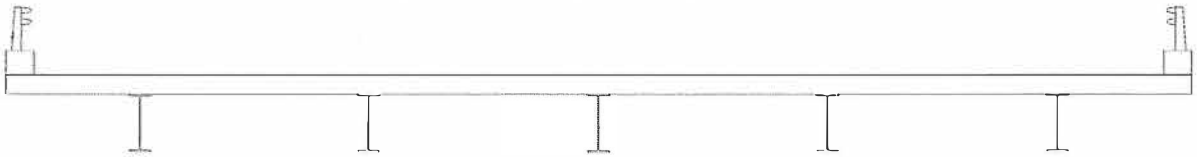
MEASUREMENTS TAKEN 320' SOUTH OF BRIDGE

Roadway	20.5ft Wide	2 Paved Lanes	Looking North
Left Shoulder	7ft Wide	1ft Paved	6ft Unpaved
Right Shoulder	7ft Wide	1ft Paved	6ft Unpaved
Left Guardrail			
Right Guardrail			

Title APPROACH ROADWAY		Description APPROACH ROADWAY	
Structure No: 130066	Drawn By: JWD	Date: 5/6/2024	Filename: S001986000678.wes

Bridge Inspection Field Sketch

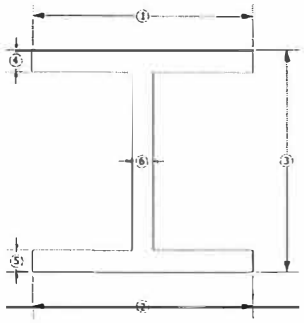
Deck Width/Out to Out	41.417ft	Between Rails				39ft
Clear Roadway	36ft	Wearing Surface				
Median Width		Median Height				
Curb Height		Left	6in	Right	6in	
Sidewalk Width		Left		Right		
Clear Roadway (Rail to Median)		Left		Right		
Guardrail Width		Left	10in	Right	10in	
Top of Rail to Deck/Wearing Surface		Left	2.333ft	Right	2.333ft	
Bridge Rail Type		Left	Type 10	Right	Type 10	



Measurements for Span #	1		
Deck Thickness	8in	Left Overhang	4.709ft
Top of Rail to Bottom of Beam (Avg)	4.989ft	Right Overhang	4.709ft

Beam #	Beam Type	Width	Height	Spacing	From
1	Plate Girder	9.125in	23.875in	4.709ft	Left Edge of Deck
2	Plate Girder	9.125in	23.875in	8ft	Beam 1
3	Plate Girder	9.125in	23.875in	8ft	Beam 2
4	Plate Girder	9.125in	23.875in	8ft	Beam 3
5	Plate Girder	9.125in	23.875in	8ft	Beam 4

COVERPLATES:
EXTERIOR GIRDERS: 7" WIDE X 3/4" THICK BEGINNING 5' FROM BEAM ENDS
INTERIOR GIRDERS: 7-1/2" WIDE X 3/4" THICK BEGINNING 5' FROM BEAM ENDS



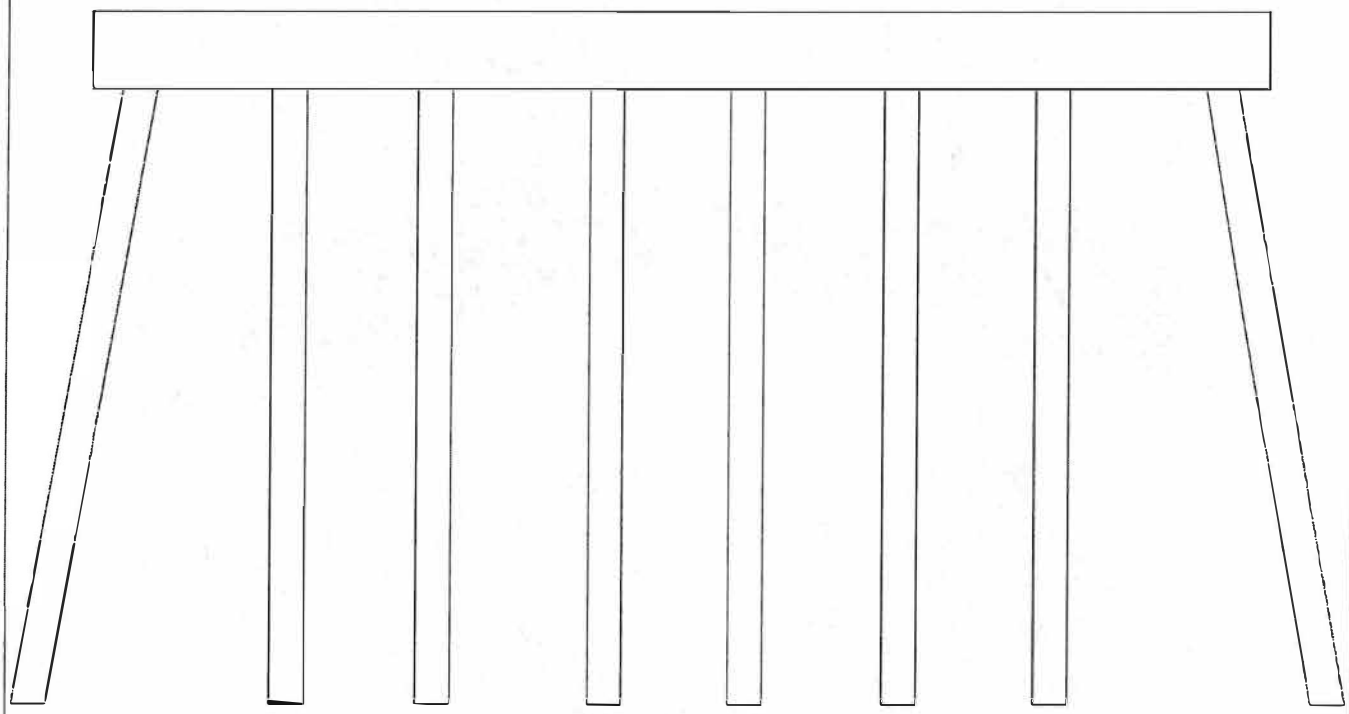
Span 1: Beam 1	
1	9.125in
2	9.125in
3	23.875in
4	0.625in
5	0.625in
6	0.44in

12 C 20.7 DIAPHRAGMS AT MIDSPAN OF ALL SPANS

Title	Description
TYPICAL SECTION	TYPICAL SECTION

Structure No: 130066	Drawn By: JWD	Date: 5/6/2024	Filename: S001986000679.wes

Bridge Inspection Field Sketch



Caps							
#	Name	Type	Length	Width	Height	Left Beam to End of Cap	Right Beam to End of Cap
1	Cap 1	Reinforced Concrete Pier Cap	34.33ft	30in	27in	1.083ft	1.083ft

Piles							
#	Name	Type	Spacing	From	Height/Diam	Width	Length
1	Pile 1	Prestressed Concrete Pile	1.375ft	Left End of Bent	12in	12in	14ft
2	Pile 2	Prestressed Concrete Pile	4.33ft	Pile 1	12in	12in	14ft
3	Pile 3	Prestressed Concrete Pile	4.25ft	Pile 2	12in	12in	14ft
4	Pile 4	Prestressed Concrete Pile	5ft	Pile 3	12in	12in	14ft
5	Pile 5	Prestressed Concrete Pile	4.083ft	Pile 4	12in	12in	14ft
6	Pile 6	Prestressed Concrete Pile	4.5ft	Pile 5	12in	12in	14ft
7	Pile 7	Prestressed Concrete Pile	4.417ft	Pile 6	12in	12in	14ft
8	Pile 8	Prestressed Concrete Pile	5ft	Pile 7	12in	12in	14ft

Title	Description
SUBSTRUCTURE	INTERIOR BENTS

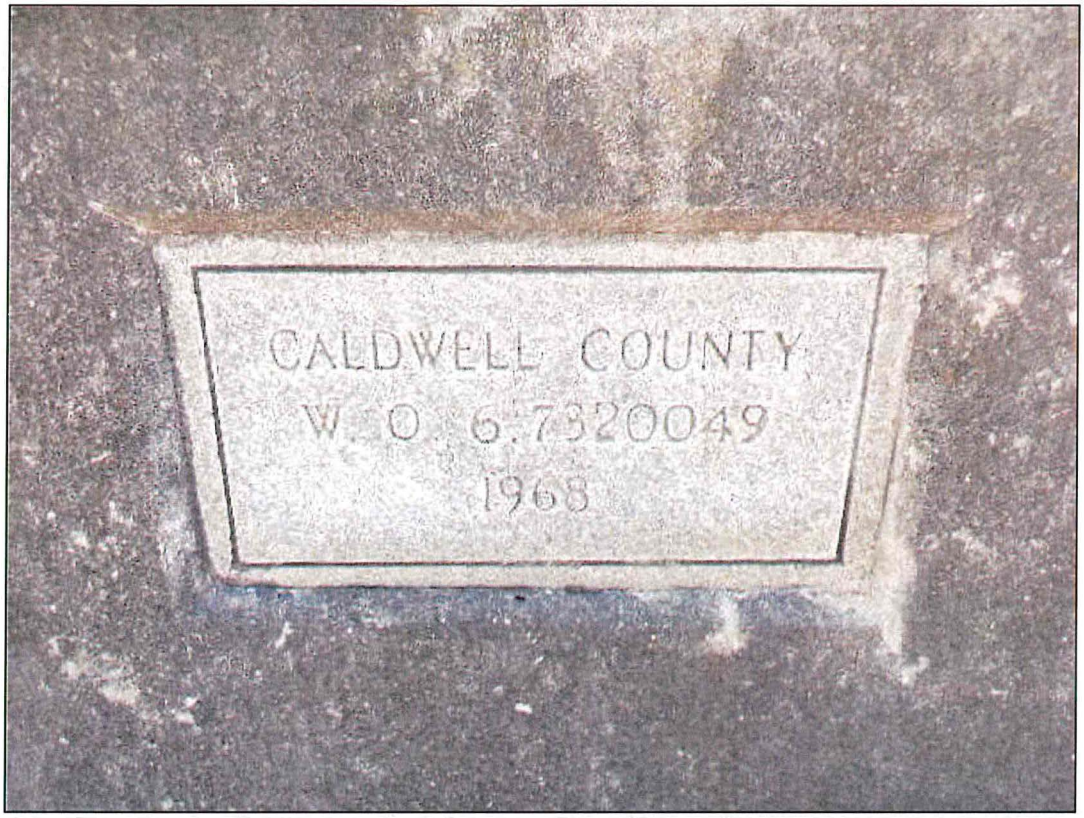
Structure No: 130066	Drawn By: JWD	Date: 5/6/2024	Filename: S001986000680.wes

Structure: 130066 County: CALDWELL Date: 05/02/2024 Structure Photos

SOUTH APPROACH

TYPICAL RAIL

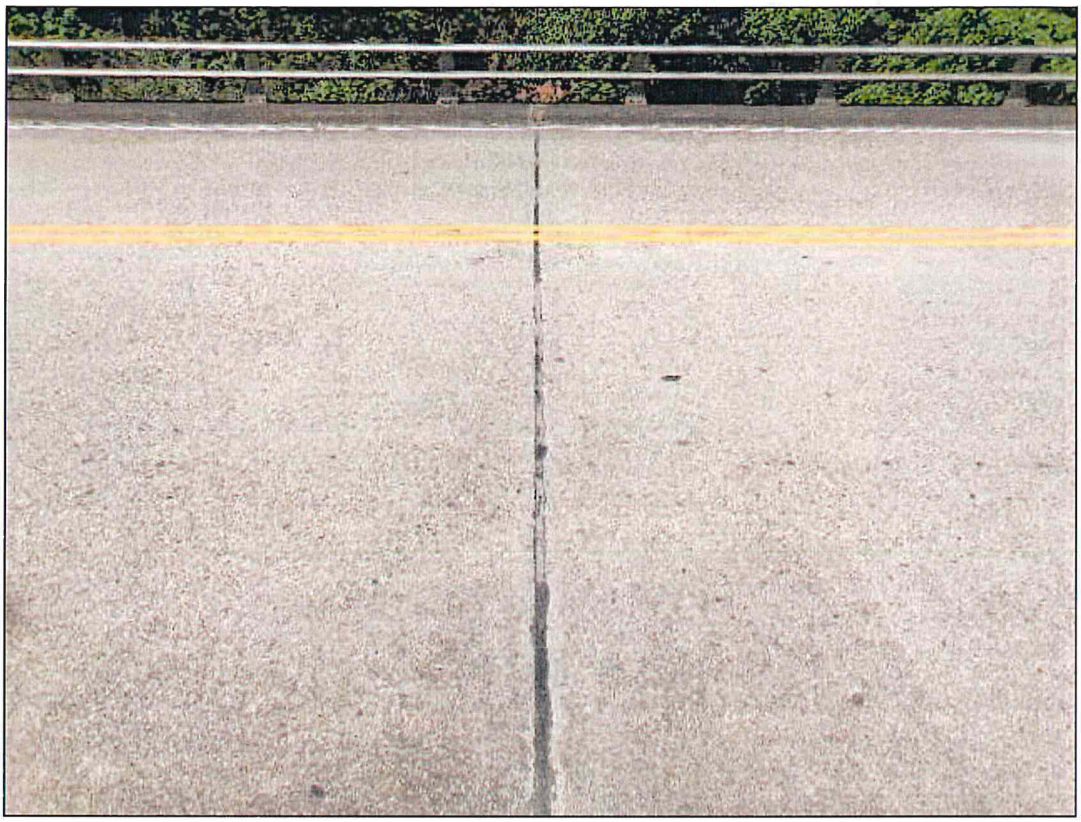
Structure: 130066 County: CALDWELL Date: 05/02/2024 Structure Photos



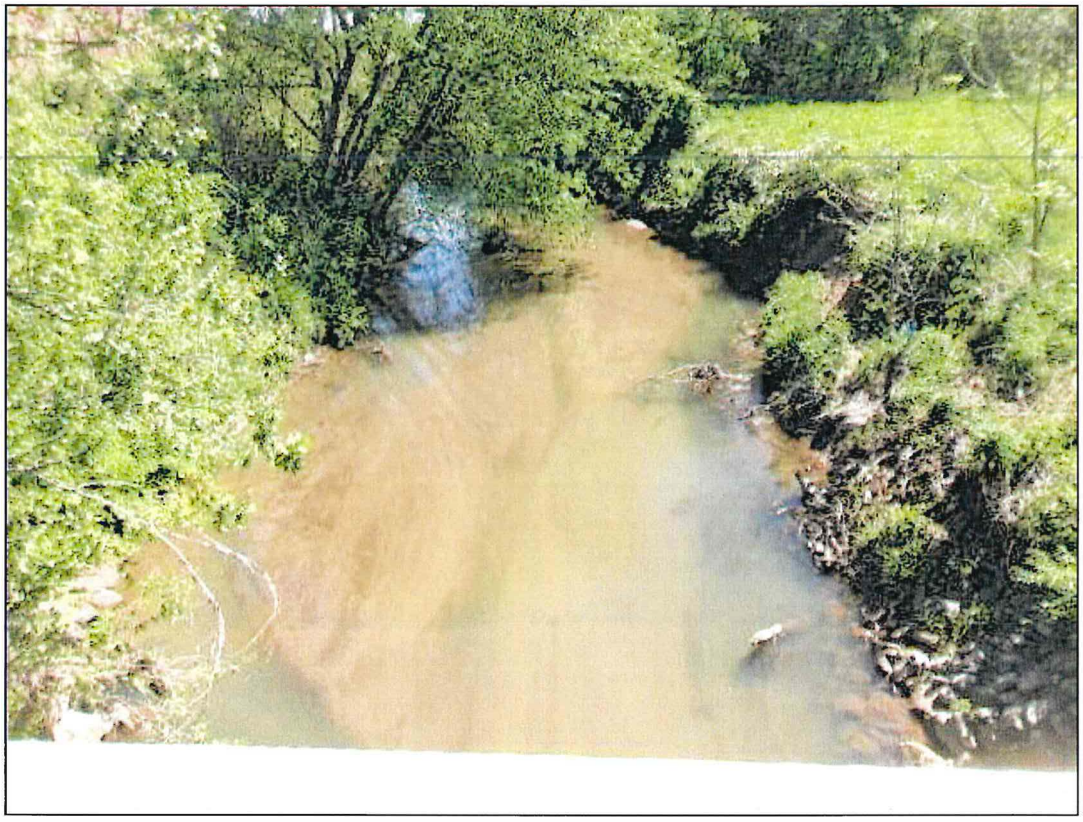
BRIDGE PLAQUE

LOOKING SOUTH FROM BRIDGE

Structure: 130066 County: CALDWELL Date: 05/02/2024 Structure Photos



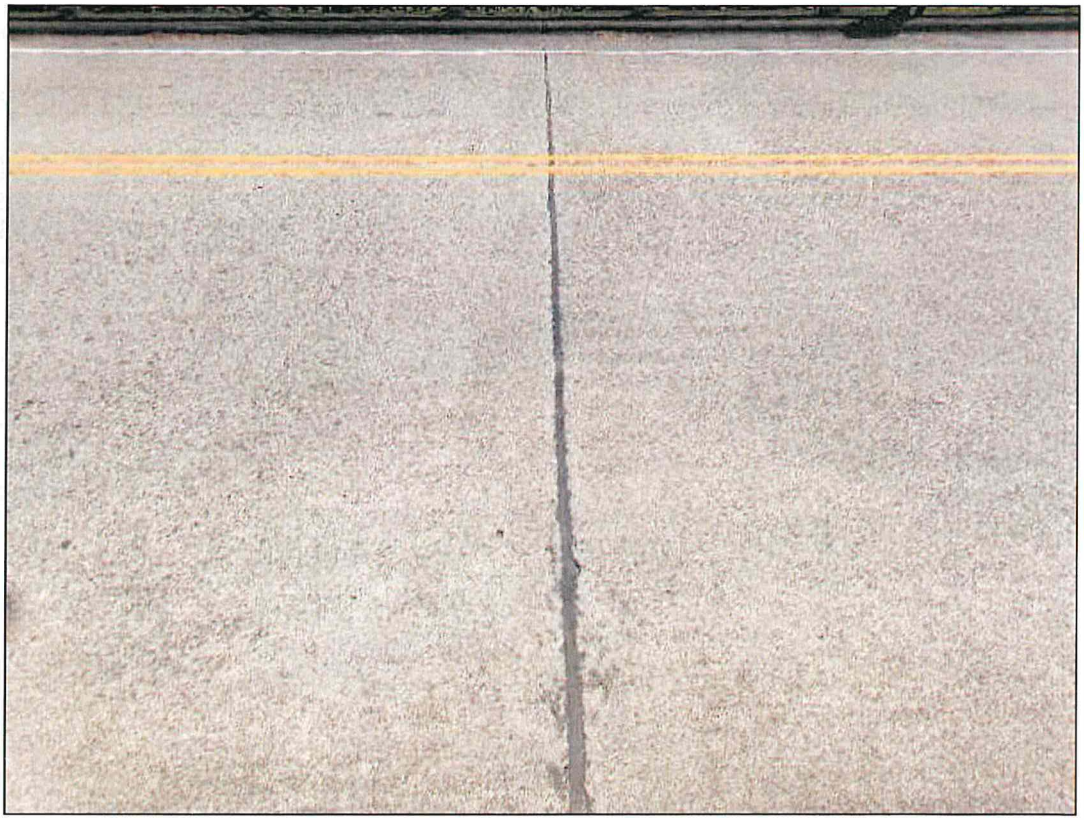
JOINT OVER BENT 1



LOOKING EAST UPSTREAM

Structure: 130066 County: CALDWELL Date: 05/02/2024 Structure Photos

LOOKING WEST DOWNSTREAM



JOINT OVER BENT 2

Structure: 130066 County: CALDWELL Date: 05/02/2024 Structure Photos

LOOKING NORTH FROM BRIDGE

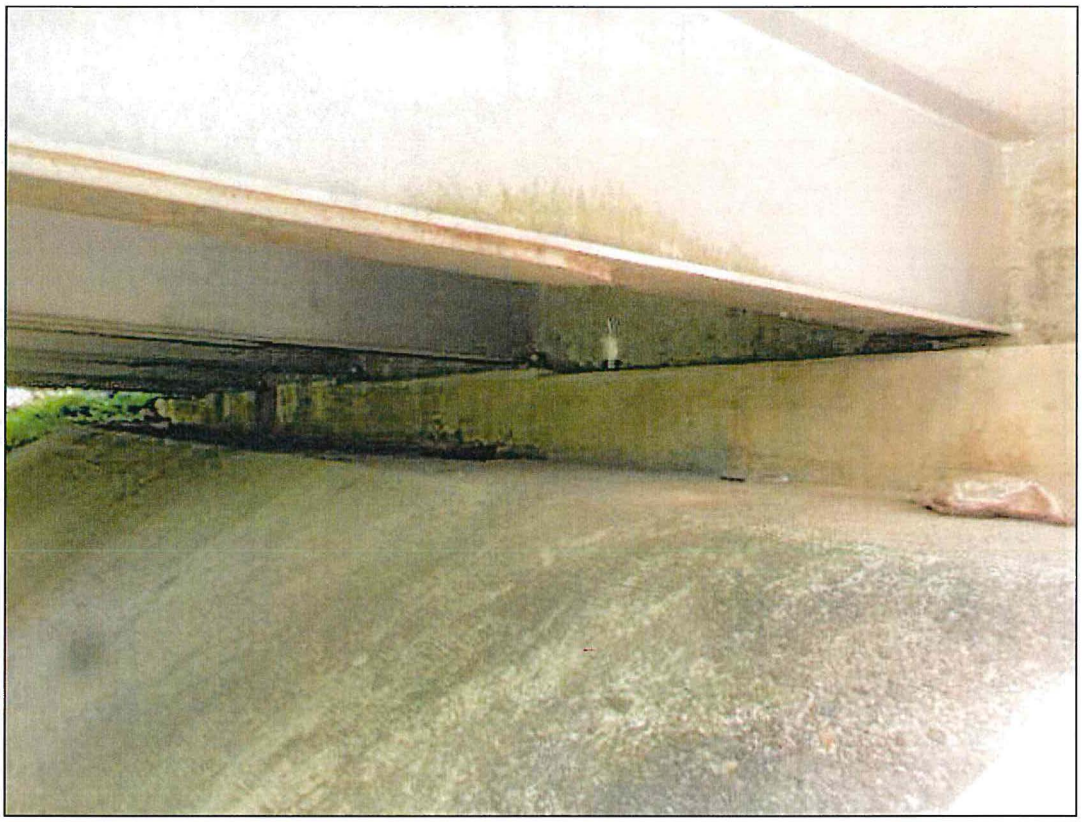
NORTH APPROACH

Structure: 130066 County: CALDWELL Date: 05/02/2024 Structure Photos

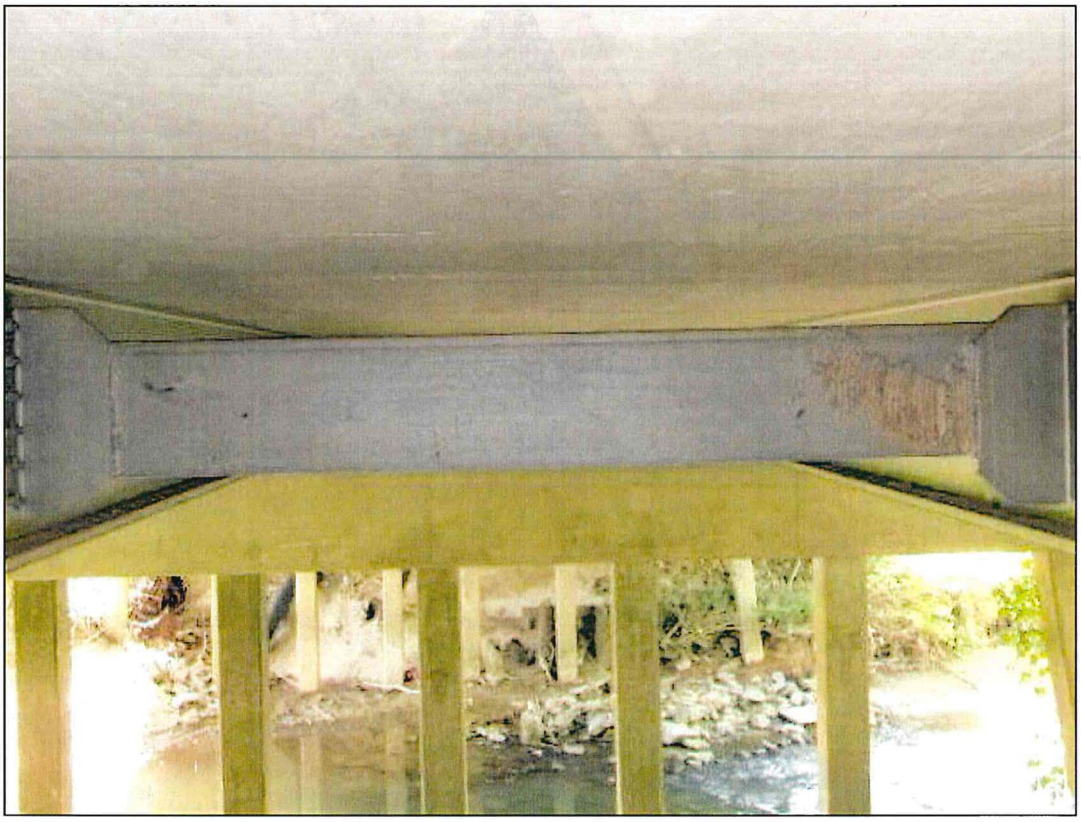
TYPICAL WINGWALL

TYPICAL OVERHANG

Structure: 130066 County: CALDWELL Date: 05/02/2024 Structure Photos

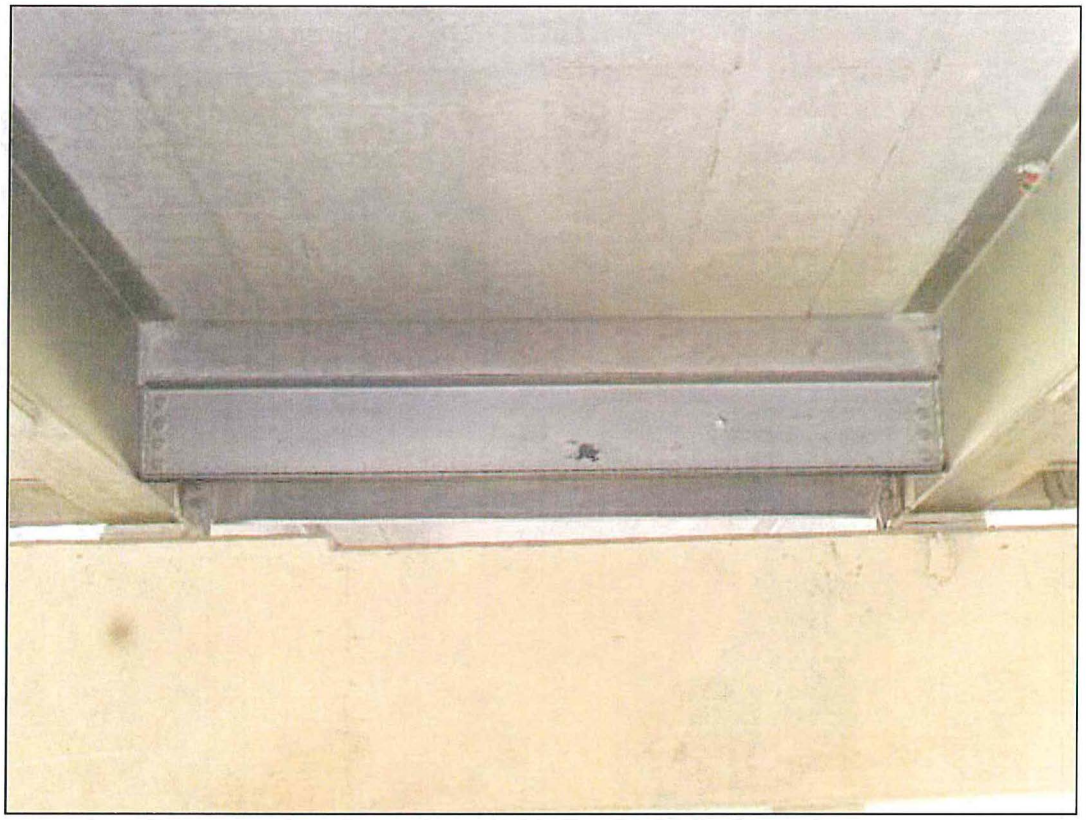


END BENT 2

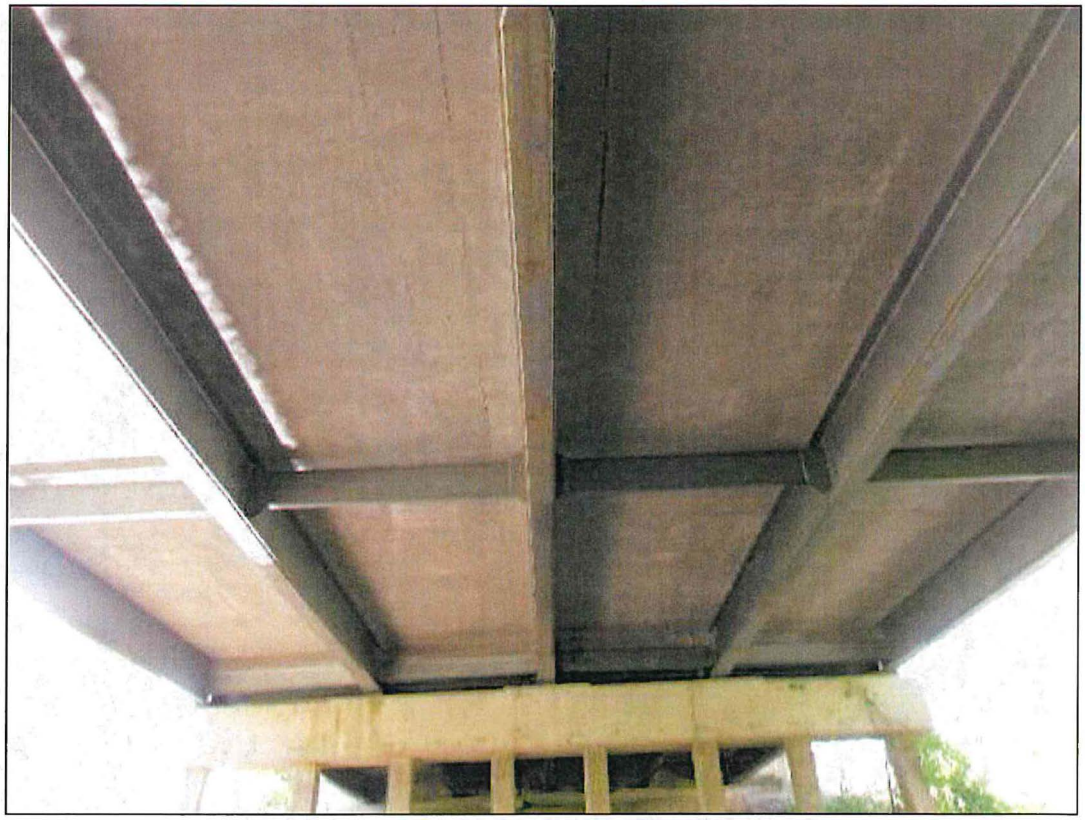


TYPICAL INTERMEDIATE DIAPHRAGM

Structure: 130066 County: CALDWELL Date: 05/02/2024 Structure Photos



TYPICAL END DIAPHRAGM



TYPICAL UNDERSIDE

Structure: 130066 County: CALDWELL Date: 05/02/2024 Structure Photos

TYPICAL UNDERDECK

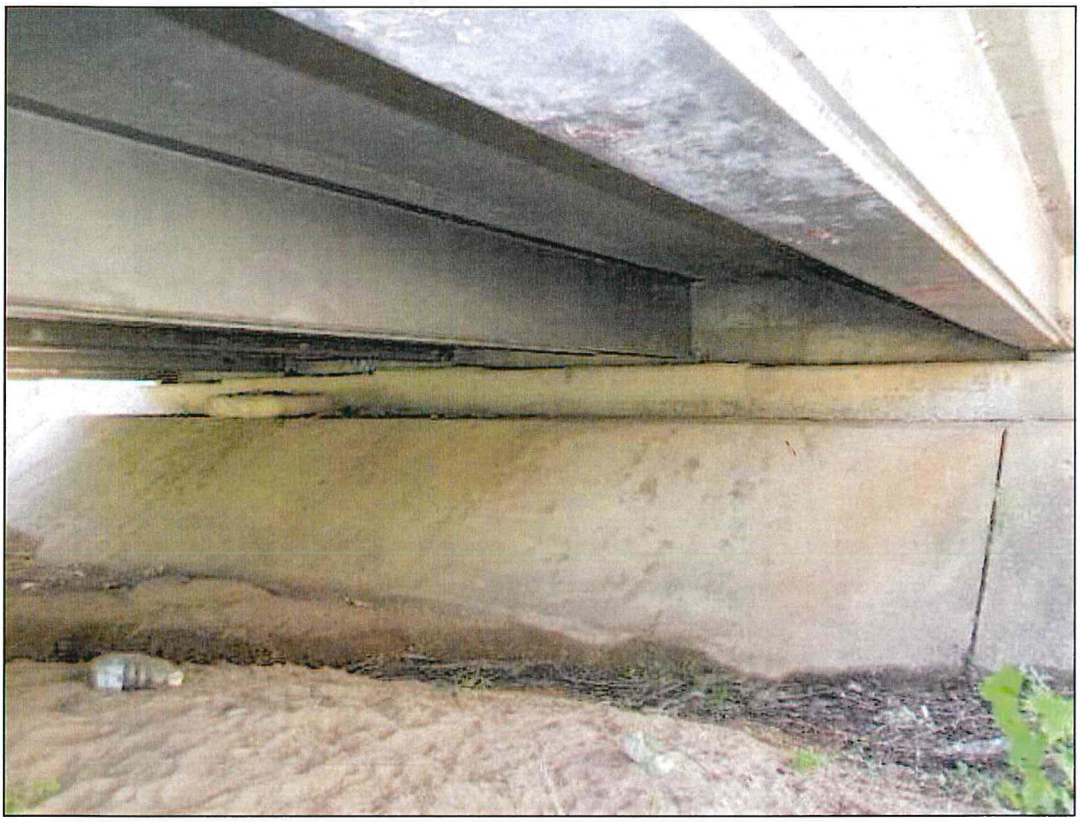
LOOKING EAST UPSTREAM UNDER SPAN 2

Structure: 130066 County: CALDWELL Date: 05/02/2024 Structure Photos

LOOKING WEST DOWNSTREAM UNDER SPAN 2

BENT 1

Structure: 130066 County: CALDWELL Date: 05/02/2024 Structure Photos



END BENT 1

TYPICAL END BENT BEARING

Structure: 130066 County: CALDWELL Date: 05/02/2024 Structure Photos

TYPICAL INTERIOR BENT BEARING

BENT 2

Structure: 130066 County: CALDWELL Date: 05/02/2024 Structure Photos

EAST ELEVATION

WEST ELEVATION

Docusign Envelope ID: 9D380740-738A-4EE5-A437-60C34C84AEA8

Randy W. Beckner
Bradley C. Craig
Wm. Thomas Austin
James B. Voso
Chad M. Thomas
Jason A. Carder
Brian R. Newman
D. Jason Snapp
Ryan P. Kincer

Mattern & Craig
ENGINEERS • SURVEYORS

Edwin K. Mattern, Jr. (1949-1982)
Gene R. Cress (1935-2014)
Sam H. McGhee, III (1940-2018)
Stewart W. Hubbell (Retired)
J. Wayne Craig (Retired)
Michael S. Agee (Retired)
Steven A. Campbell (Retired)
Randy L. Dodson (Retired)

October 21, 2024

Jon Hogan
Public Works Director
City of Lenoir
jon.hogan@CI.LENOIR.NC.US

Re: Virginia Street Bridge Condition Review

Dear Mr. Hogan:

It was requested that Mattern & Craig (M&C) review the latest Structure Safety Report for Structure Number 130066, Virginia Street over Lower Creek, dated 02.25.2022, and compare the bridge condition to a visual post storm event field inspection. Based on the existing report and field inspection, M&C is providing a general opinion on the condition of the structure.

The previous inspection report rated the structure as good to satisfactory condition. Given that the structure was constructed in 1968, this is a very good rating when compared to other structures of similar age.

On Wednesday October 16, 2024, Mike Renfro, Lead Bridge Inspector, and Timothy Townsend, PE, Senior Structural Engineer, with M&C performed a visual post storm inspection of the structure and noted only minor scour along the bridge piers due to the storm event. The remainder of the structure appeared in good to very good condition and reflected the condition stated in the previous inspection report. The minor scour does not affect the capability and safety of the bridge and can be repaired with placement of rip rap.

Based on the review of the existing bridge inspection report and our visual field inspection, we concur with the previous report's findings and would classify the structure as good to satisfactory condition under the National Bridge Inventory (NBI) scale criteria.

If you have any questions, please let us know.

Sincerely,
MATTERN & CRAIG

DocuSigned by:
Timothy J. Townsend
B6C1881FA1E1482...

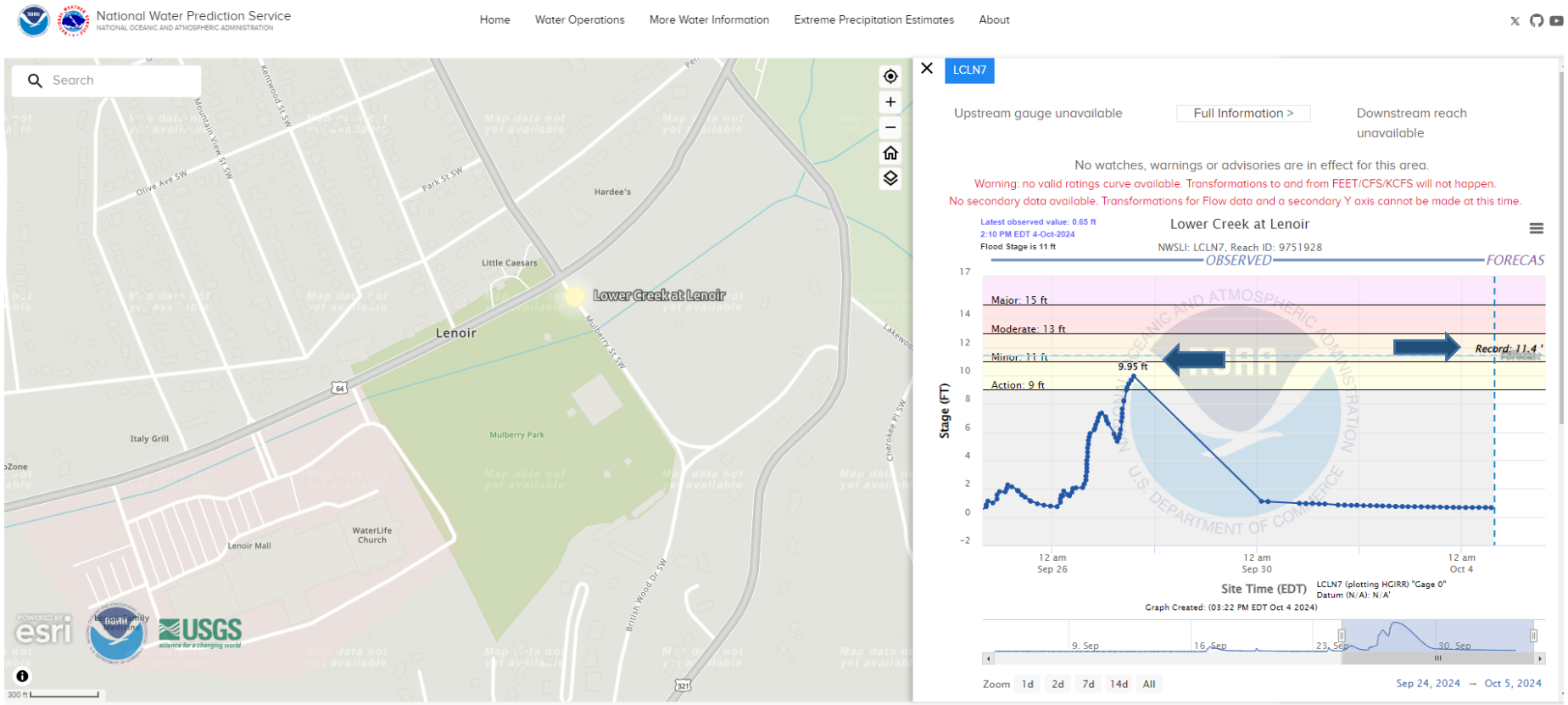
Timothy J. Townsend, PE
Senior Structural Engineer

CC: Scott Hildebran

231 16th Ave NE • Hickory, NC 28601
(828) 855-2233 • Fax (540) 345-7691
www.matternandcraig.com

Recent Flooding from Hurricane Helene

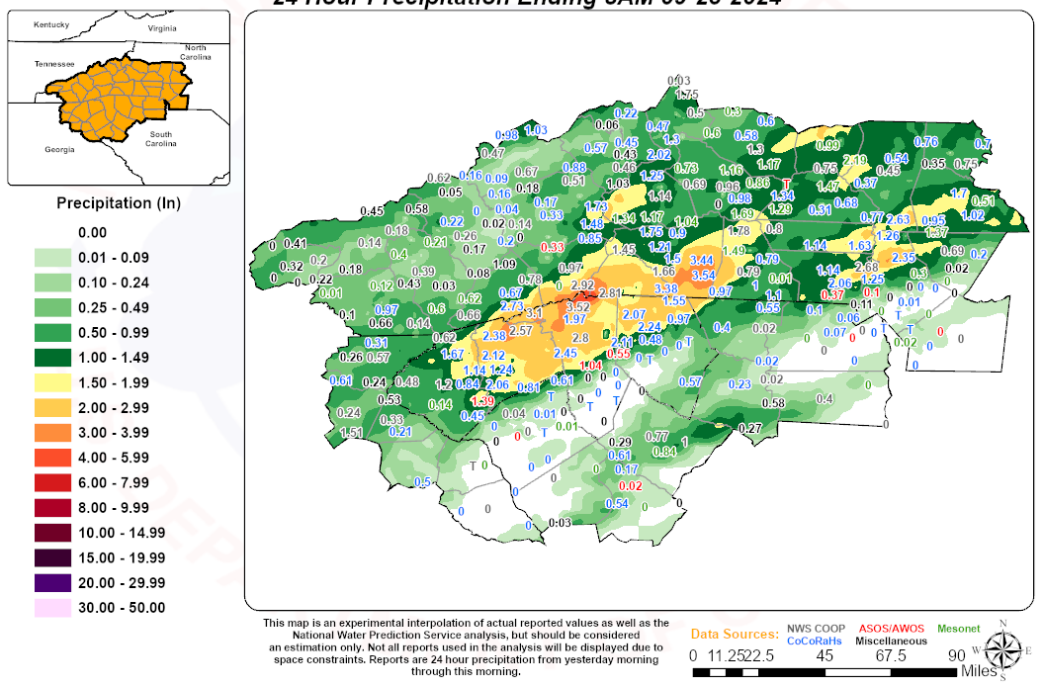
USGS stream flow monitoring gauge located at the Mulberry Street Bridge (approx. 1.3 miles upstream) indicated stream elevation at the peak of the Hurricane Helene event to be within 1.45 feet of record height



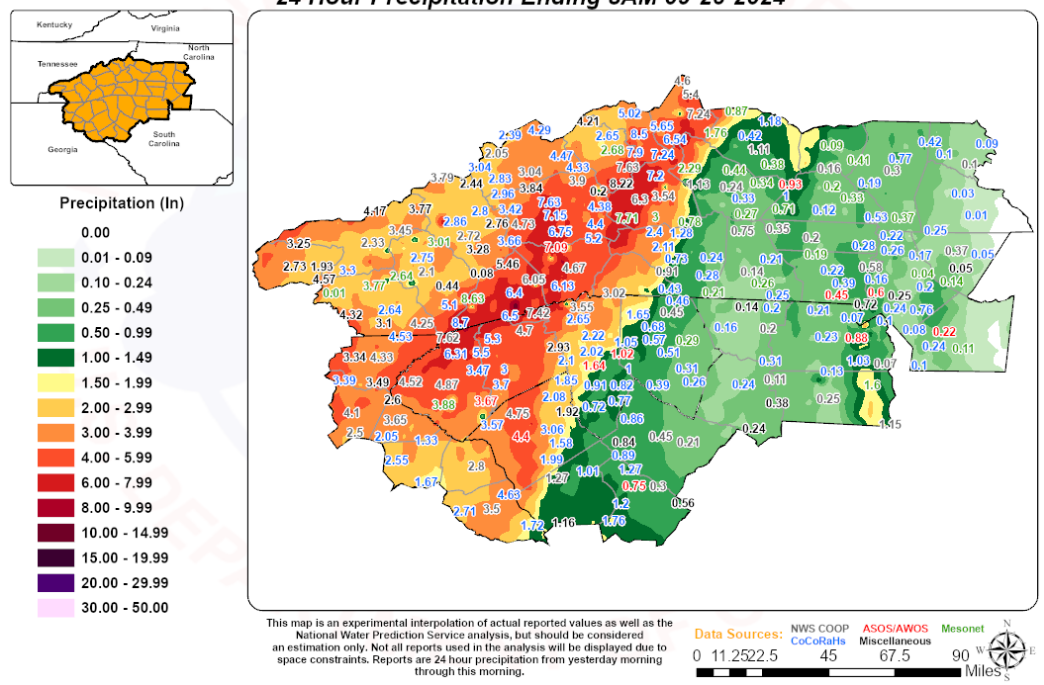
Recent Flooding from Hurricane Helene:

Rainfall over a 4-day period from September 25 – September 28

9-25-24, .58 to 1.3 inches locally



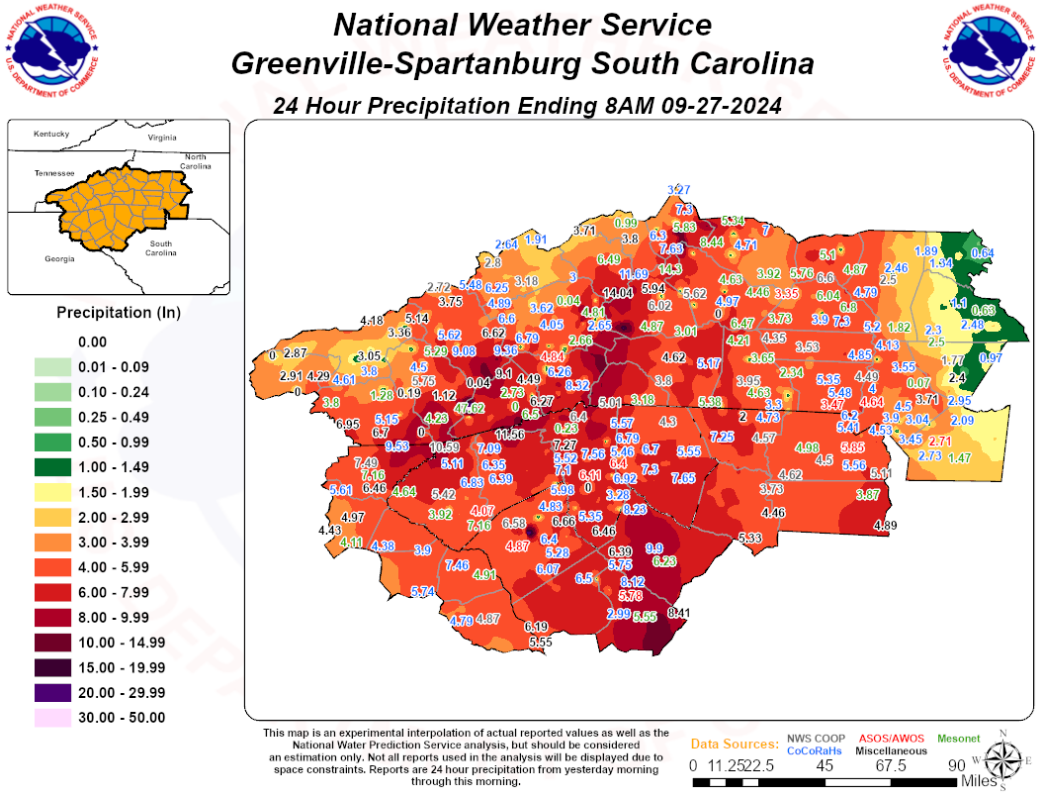
9-26-24, .42 to 1.11 inches locally



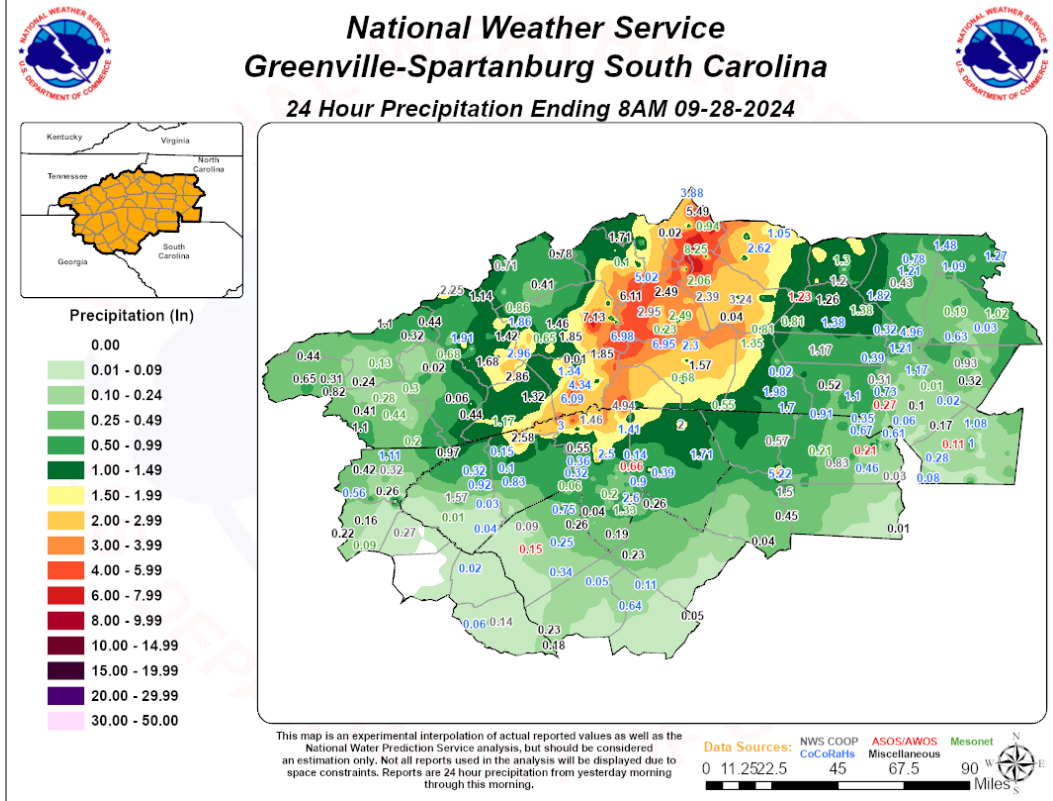
Recent Flooding from Hurricane Helene:

Rainfall over a 4-day period from September 25 – September 28

9-27-24, 4.71 inches locally



9-28-24, 1.05 to 2.62 inches locally

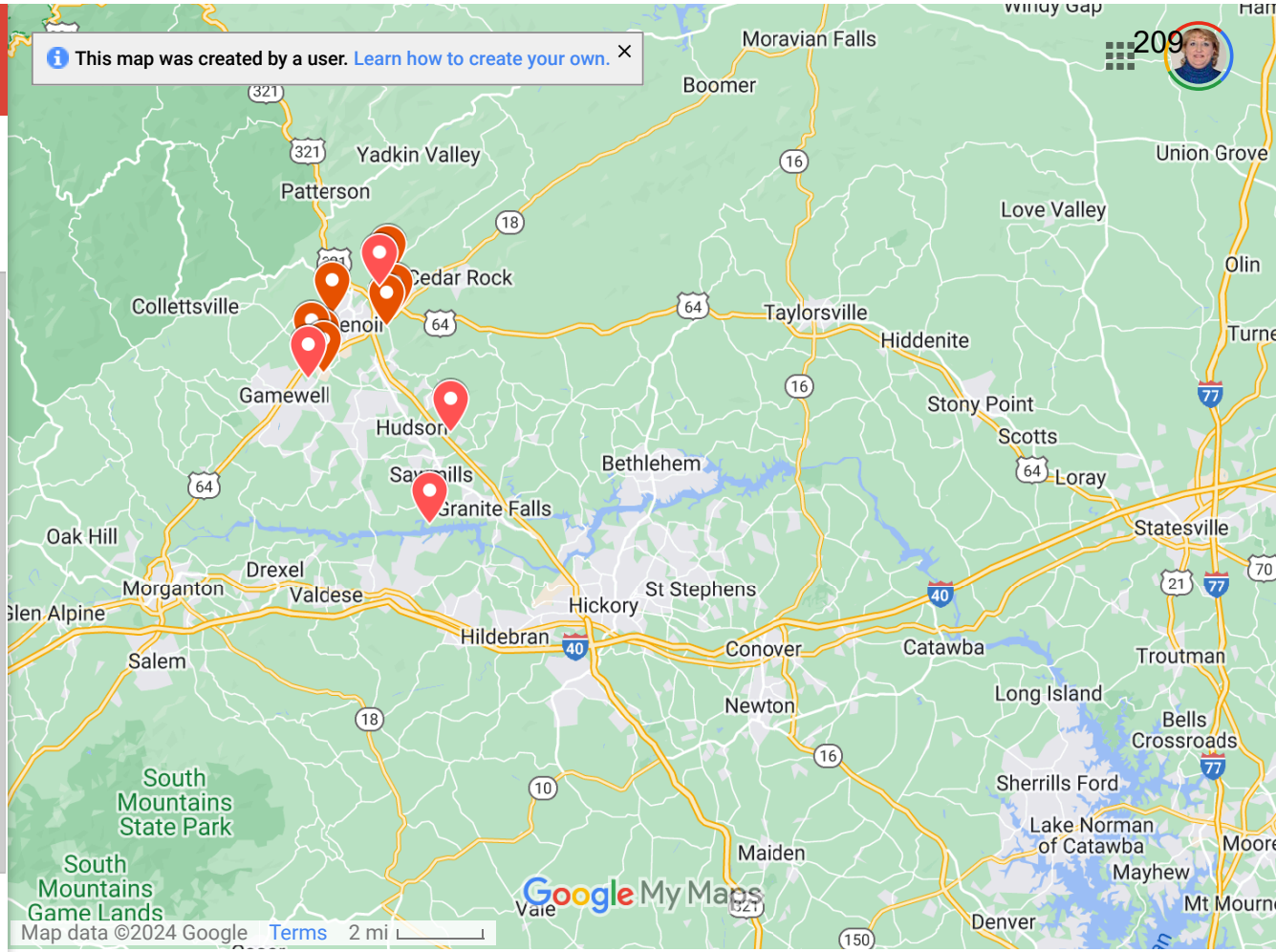


Single Access Points

Hannah Williams

Single Access Points

- Exela/Former Avery Dennison
- Complex Business Park
- Industrial Ct Business Park
- JBS Case Ready
- Georgetown Estates
- Tremont Park/Stonecroft
- Woodridge Estates
- Lower Creek Wastewater
- Gunpowder Wastewater
- Rhodhiss Water Plant
- Lenoir Aquatic Center



NORTH CAROLINA

CALDWELL COUNTY

DEED OF EASEMENT FOR UTILITIES & TEMPORARY EMERGENCY ACCESS

THIS DEED OF EASEMENT FOR UTILITIES & TEMPORARY EMERGENCY ACCESS (the "Easement")**,** made this the ___ day of October, 2024, from **TAPAHA DYNAMICS, LLC**, a Delaware limited liability company; to the **CITY OF LENOIR,** a municipal corporation of Caldwell County, North Carolina;

For and in consideration of payment by the City of Lenoir to Tapaha Dynamics, LLC, of the sum of one dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Tapaha Dynamics, LLC, has this day granted, and by these presents does grant unto CITY OF LENOIR a permanent non-exclusive easement and right of way, including the perpetual right to enter upon the Easement Area (as defined below) as necessary for the purposes set forth herein, at any time it may see fit, and construct, maintain and repair one or more storm water control, water, and sanitary sewer lines for the purpose of conveying and carrying water, sanitary sewage, storm water runoff, and other municipal and other public utilities, over, across, through and under the Easement Area, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines within the Easement Area, and the further right to remove trees, bushes, undergrowth, and other obstructions (excepting fences) interfering with the location, construction and maintenance of said lines within the Easement Area.

The land affected by the grant of this Easement is located in the County of Caldwell, State of North Carolina, and is more particularly described in the following plat maps recorded at the Caldwell County Register of Deeds: Plat Book 26 at Page 95 and Plat Book 32 at Page 142. See also the October 22, 2024, Street Closing Order of the City of Lenoir as to a portion of Virginia Street between 815 and 1021 Virginia Street, recorded in Book ____, Page _____ of the Caldwell County Register of Deeds (the "Property").

The Easement hereby granted covers a strip of land over and across the Property as specifically shown and described in the attached "Exhibit A," titled "Right-of-Way Abandonment and Easement Plat Virginia Street SW Right-of-Way Located in the City of Lenoir, Caldwell County, North Carolina," across the Property, including the area designated for easements in the attached "Exhibit A." (the "Easement Area").

TO HAVE AND TO HOLD said Easement unto City of Lenoir, its successors and assigns forever.

Tapaha Dynamics, LLC, does hereby covenant with City of Lenoir that it will construct no permanent buildings or structures within the Easement Area without first obtaining written permission and approval from the City of Lenoir; that it is lawfully seized and possessed of the Property; that it has a good and lawful right to grant the Easement encumbering the Property, or any part thereof; that it is free from all encumbrances except for all matters of record; and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

Tapaha Dynamics, LLC, and its successors and assigns, may use the Easement Area for any purpose not inconsistent with the rights hereby granted and provided such use does not unreasonably interfere with the City of Lenoir's rights set forth in this Easement.

All activities of the City of Lenoir and its agents and contractors pursuant to this Easement shall be conducted in accordance with all applicable laws, regulations, ordinances and legal duties. The City of Lenoir shall repair damage to roads, fences and other such improvements caused by the City of Lenoir which are not inconsistent with the rights granted to the City of Lenoir within thirty (30) days of such damage. The City of Lenoir shall repair or shall pay Tapaha Dynamics, LLC, at the City of Lenoir's discretion, for other physical damage done in the process of the construction, inspection, maintenance, or repair of the facilities installed by the City of Lenoir in the Easement Area within thirty (30) days of such other physical damage.

The City of Lenoir acknowledges and agrees to adhere to the notice and access requirements set forth in that certain Water Purchase & Allocation Agreement #2 by and between Tapaha Dynamics, LLC and the City of Lenoir dated as of even date herewith in connection with the City of Lenoir's access to the Easement Area.

As part of the consideration for this grant, Tapaha Dynamics, LLC, does hereby release any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted except as expressly set forth herein or to the extent caused by the negligence or willful misconduct of the City of Lenoir. Tapaha Dynamics, LLC agrees that more than one line can be placed in the Easement Area at any time or times the City desires to so use this Easement.

Tapaha Dynamics, LLC, also covenants with the City of Lenoir to (i) construct temporary gravel turnarounds during Tapaha Dynamic, LLC's initial phase of Tapaha Dynamics, LLC's proposed construction on the Property and (ii) construct permanent turnarounds at a later date pursuant to Tapaha Dynamic LLC's construction plans and timeline on the northern and southern termini of certain closure areas on the Property in locations determined by Tapaha Dynamics, LLC. Pending acceptance by the City of Lenoir, the permanent turnarounds shall be

dedicated to the City of Lenoir and meet the requirements of Lenoir City Code Sec. 18-22, Design Requirements.

Tapaha Dynamics, LLC, also grants to the City of Lenoir a Temporary Emergency Access Easement and promises that should NC Bridge Structure #130066 (located within 100 feet of the junction of US64/NC18 and Virginia Street over Lower Creek) become impassible, and Caldwell County or the City of Lenoir declares a State of Emergency under relevant NC General Statutes, Tapaha Dynamics, LLC, or its successors to the Property will work with the City of Lenoir and other governmental entities to assist the owners, and their successors, of the following properties to have, gain, or maintain access to their property during the declared State of Emergency with appropriate notification and through a route deemed acceptable by Tapaha Dynamics, LLC and in accordance with its security requirements. Caldwell County and/or the City of Lenoir agree to use good faith efforts to minimize the duration for which access may be required through the Property during any declared State of Emergency and such Temporary Emergency Access Easement shall only be used for the limited purposes set forth in this paragraph:

723 Unit A Virginia Street – NCPIN: 2749319109
723 Lot B Virginia Street – NCPIN: 2749411176
723 Virginia Street – NCPIN: 2749400730
781/785 Virginia Street – NCPIN: 2749403744
714 Virginia Street – NCPIN: 2749303670

IN WITNESS WHEREOF, Tapaha Dynamics, LLC, has executed this Easement in the manner required by law, the day and year first above written.

TAPAHA DYNAMICS, LLC

By: _____
Carl Bivens, Authorized Signatory

State of _____
County of _____

I, a Notary Public of the County and State aforesaid, certify that Carl Bivens personally appeared before me this day and acknowledged that he is an Authorized Signatory of Tapaha Dynamics, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by Carl Bivens as an Authorized Signatory.

Witness my hand and official stamp or seal this _____ day of October 2024.

_____
Notary's Signature

_____
Notary's Typed or Printed Name

My Commission Expires:

_____

Exhibit A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT
BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR
COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN REVIEWED FOR
COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
S. 47 - 30

BK 2120 PG 1982 DOC# 1010080

Exhibit A

BOUNDARY AND RIGHT-OF-WAY GEOMETRY

WATER AND SEWER EASEMENT GEOMETRY

LEGEND

GRAPHIC SCALE
1" = 50'

EXISTING VIRGINIA STREET UTILITIES	
SPLITTI SERVICE	SPRINT
POTABLE WATER	CITY OF LENOIR
SANITARY SEWER	CITY OF LENOIR
ELECTRIC SVC	PIEDMONT NATURAL GAS
CABLE TV	TBD
FIBER OPTIC	TBD
OVERHEAD POWER	DUKE ENERGY
STORMWATER	CITY OF LENOIR

SITE

VICINITY MAP

NOTES

1. THE SURVEYED PROPERTY DELINEATED HEREON IS LOCATED IN CALDWELL COUNTY, NORTH CAROLINA AS PER REFERENCES, SHOWN AND AS NOTED.
2. THE SURVEYED PROPERTY IS CURRENTLY IN THE NAME OF TARHHA STRAINCE, LLC RECORDED IN DEED BOOK 1997, PAGE 999, DEED BOOK 1991, PAGE 990 AND DEED BOOK 1997, PAGE 991 IN THE REGISTER OF DEEDS OFFICE OF CALDWELL COUNTY, NORTH CAROLINA.
3. BOUNDARY INFORMATION AS SHOWN HEREON IS BASED ON A FIELD SURVEY PERFORMED BY BOWMAN CONSULTING GROUP, LTD. ON NOVEMBER, SURVEY REPRESENTS A SURVEY OF OCCUPATION USING EVIDENCE FOUND AND REFERENCES SHOWN.
4. NORTH MERIDIAN INFORMATION AS SHOWN HEREON IS BASED ON NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83 US SURVEY FOOT, DISTANCES SHOWN ARE HORIZONTAL "GROUND DISTANCES".

REFERENCES

1. PLAT PREPARED BY: SAILOR BRENDAN AND TAYLOR
RECORDED: OCTOBER 13, 1976
PLAT BOOK 30, PAGE 148
2. PLAT PREPARED BY: SP BARBER
RECORDED: JULY 28, 1998
PLAT BOOK 36, PAGE 84

LINE	BEARING	LENGTH
L1	S 49°30'54" E	15.00'
L2	S 40°29'06" W	15.00'
L3	S 49°30'54" E	15.00'
L4	S 49°30'54" E	65.19'
L5	S 41°29'06" W	30.00'
L6	S 49°30'54" E	30.00'
L7	N 41°29'06" E	30.00'
L8	S 49°30'54" E	15.00'
L9	S 41°29'06" W	15.00'
L10	S 49°30'54" E	15.00'

LINE	BEARING	LENGTH
L11	S 49°30'54" E	15.00'
L12	S 40°29'06" W	15.00'
L13	S 49°30'54" E	15.00'
L14	S 40°29'06" W	15.00'
L15	S 49°30'54" E	15.00'
L16	S 40°29'06" W	15.00'
L17	S 49°30'54" E	15.00'
L18	S 40°29'06" W	15.00'
L19	S 49°30'54" E	15.00'
L20	S 40°29'06" W	15.00'
L21	S 49°30'54" E	15.00'
L22	S 40°29'06" W	15.00'
L23	S 49°30'54" E	15.00'
L24	S 40°29'06" W	15.00'
L25	S 49°30'54" E	15.00'
L26	S 40°29'06" W	15.00'
L27	S 49°30'54" E	15.00'
L28	S 40°29'06" W	15.00'

DEDICATION STATEMENT

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY DEDICATE THIS PLAN OF A 60W 25' WATER AND 25' SEWER EASEMENT WITH MY (OUR) OWN FREE CONSENT, FOR THOS, I (WE) CERTIFY THE LAND AS SHOWN IS WITHIN THE PLATTING JURISDICTION OF THE CITY OF LENOIR, NORTH CAROLINA.

OWNER'S SIGNATURE DATE

PRINTED NAME

CERTIFICATE OF REVIEW OFFICER

I, _____, REVIEW OFFICER OF CALDWELL COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

CERTIFICATE OF RIGHT-OF-WAY ABANDONMENT

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPTS THIS PLAN OF RIGHT-OF-WAY ABANDONMENT WITH MY (OUR) FREE CONSENT AND ABANDON RIGHT-OF-WAY AS SHOWN.

OWNER'S SIGNATURE DATE

PRINTED NAME

CERTIFICATION

I, TIMOTHY J. GRIFFITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS AS SHOWN OR PLAT), THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10,000+, THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION LICENSE NUMBER AND SEAL THIS _____ DAY OF _____, A.D., 2024.

TIMOTHY J. GRIFFITH
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. L-4660

SEAL L-4660

RIGHT-OF-WAY ABANDONMENT AND EASEMENT PLAT
VIRGINIA STREET SW
RIGHT-OF-WAY
LOCATED IN THE CITY OF LENOIR
CALDWELL COUNTY, NORTH CAROLINA

SCALE: 1" = 50' DATE: JUNE 27, 2024

REVISION

Bowman

I would like to start by saying I am not against the Cardinal Project.

The project will be good for our city and county. A 600 million investment is a huge amount that will go a long way in helping hold citizens of our county and city taxes down.

I am however, against the closing of the Virginia Street. I do not understand the need to close the street and question have all the options been looked at to keep the street open. For me personally, it is a shorter distance and a safer street than the other roads I would be forced to take. I also know this street closing is most likely a done deal, but before the council votes to close this street I would like to see these four things committed to by the Project C.

There may be more the Miller Hill and Dula Town Community see but these are the four I see.

1. Fix the intersection at Fairview Drive and Virginia Street. You cannot make a right turn from Fairview Drive onto Virginia Street without going into the oncoming traffic lane.
2. Add another left turning lane to the Morganton Blvd. and the Southwest Loop. Traffic already backs up there, sometimes waiting two light cycles before you can make a turn. What will the additional 1000 cars daily cause?
3. Take care of the business owners. Property owners that will be affected by lower vehicles passing every day. I'm not talking about residential but business owners that will lose value to their property immediately when you close the street.
4. Closing of this road will add 1 mile of travel daily for each trip I take to Lenoir (via the loop) or 6/10 if I take Fairview Drive. I know does not sound like much but times that by 2000 vehicles and that adds up to $50,000 a year for these vehicles.

I'm not asking for these drivers to be made whole, but I do feel the Cardinal Project should give to the City of Lenoir, $5,000,000 to be used for projects such as revitalizing the Mulberry Rec Center or tying the Greenway together across Morganton Blvd.

Cardinal Project asks for 50% rebate on taxes for 20 years – why can't the citizens of Miller Hill and Dula Town ask for compensation for the road closing and the additional burden and expense put on each of these long time tax paying families.

In closing, Project Cardinal which I think is Google, who made a profit of 174 Billon in 2023. I am glad Google has chosen our community to invest in and provide gravity games, internet to downtown Lenoir, internet to Martin Luther King Center and many other things they do. I do want to acknowledge that, and say thank you.

Closing Virginia Street is putting a burden on the Miller Hill and Dula Town Community. Google should commit to the at least the four suggestions...and maybe more. I still don't like the street being close, but at least , me, my children, family and friends will have a safer drive to Lenoir and we can see our community continue to grow and be a place we are proud to call home.

Before you, the Lenoir City council cast your votes let put this road closing on hold and look at these four things listed to come to a better win/win agreement for Google, City, County and longtime tax payers citizens that are directly being impacted.

Robert Kent – 828-493-1774

2281 Kent View Lane

EXHIBIT
tabbies
1

CALDWELL COUNTY, NORTH CAROLINA

County Home Page (https://www.caldwellcountync.org/) | Register of Deeds (http://72.15.246.185/CaldwellNC/) | Tax Se...om/taxe

Search Results Layers

Enter Search String

BIG BEAR PAW LLC Search

Enter Property Address

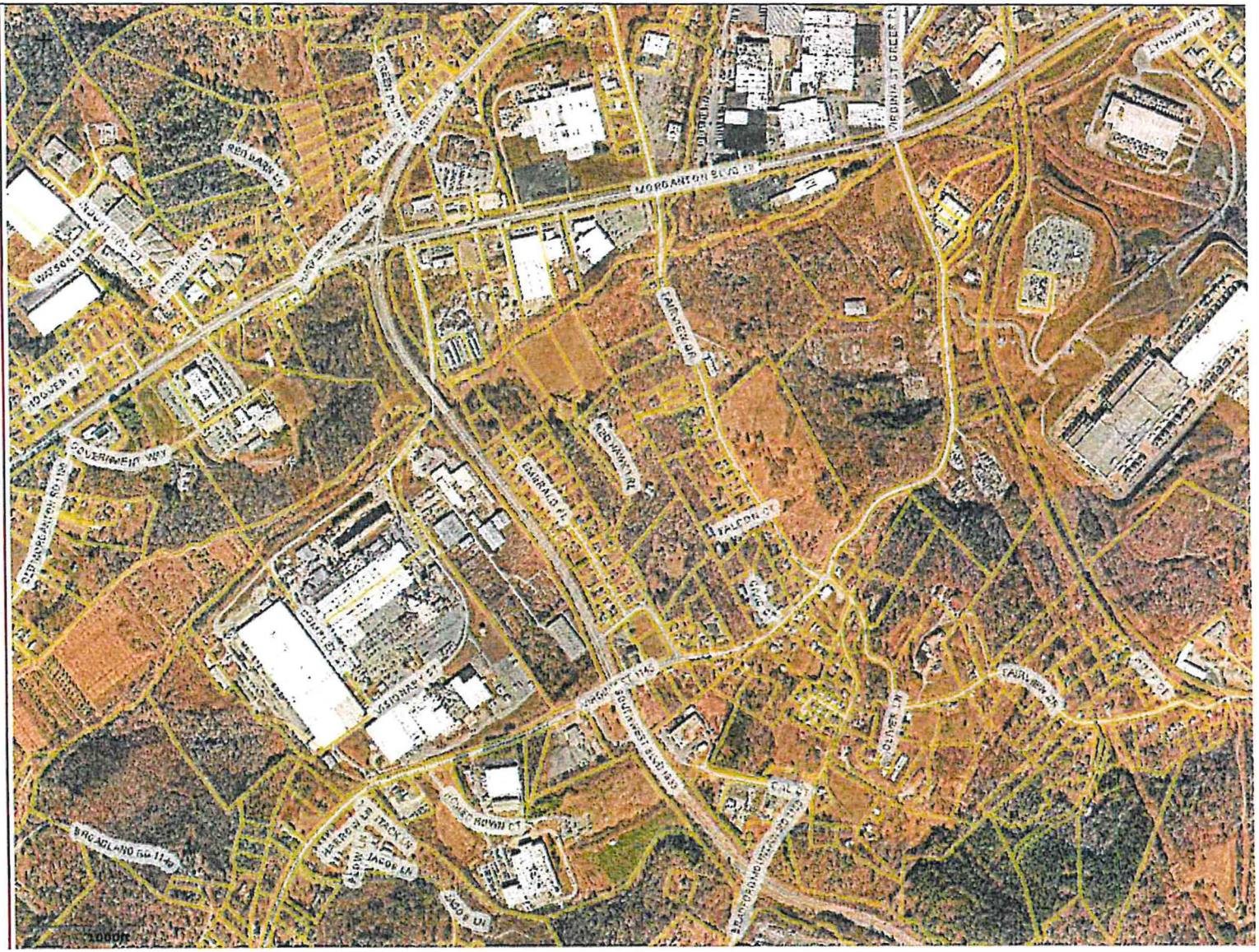
Enter Address Search

216 MAIN ST NW

Advanced Search

This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. Caldwell County and its mapping and software contractors assume no legal responsibility for the information contained on this map or in this website. This map and information are NOT of land survey quality and are NOT suitable for such use.
Data Effective Date: 10/17/2024

Caldwell County Home (http://www.caldwellcountync.org) | Register of Deeds (http://72.15.246.185/CaldwellNC/)



7

EXHIBIT
2

CALDWELL COUNTY, NORTH CAROLINA

County Home Page (https://www.caldwellcountync.org/) | Register of Deeds (http://72.15.246.185/CaldwellNC/) | Tax Search (

Search Results Layers

Enter Search String

BIG BEAR PAW LLC Search

Enter Property Address

Enter Address Search

216 MAIN ST NW

Advanced Search

This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. Caldwell County and its mapping and software contractors assume no legal responsibility for the information contained on this map or in this website. This map and information are NOT of land survey quality and are NOT suitable for such use.
Data Effective Date: 10/17/2024

Caldwell County Home (http://www.caldwellcountync.org) | Register of Deeds (http://72.15.246.185/CaldwellNC/)

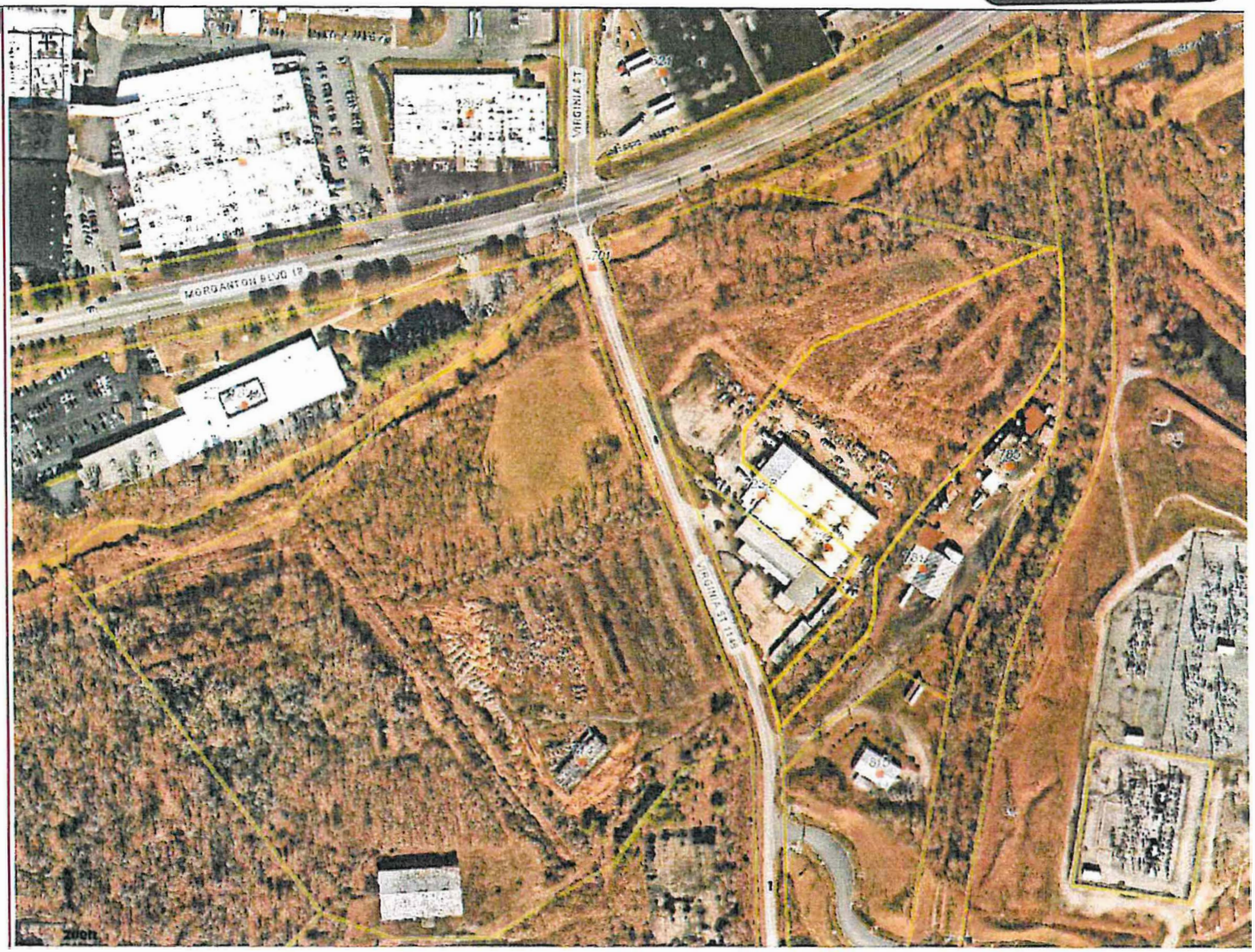


EXHIBIT
tabbies
3

CALDWELL COUNTY, NORTH CAROLINA

County Home Page (https://www.caldwellcountync.org/) | Register of Deeds (http://72.15.246.185/CaldwellNC/) | Tax Search (h

Search Results Layers

Table of Contents

- Parcels
- Municipal Boundaries
- National Forest
- County Boundary
- Streams
- Watershed
- Contour Lines
- Collettsville Planning District
- Yadkin Valley Planning District
- Census Tracts
- Voting District
- Service Provider
- Zoning
- Airport Overlay
- Wilson Creek Buffer 1200ft
- Fire Districts
- Townships
- Flood Hazard Zone
- Subdivisions
- Schools
- Elementary School Districts K-5
- Elementary School Districts K-8
- Middle School Districts
- High School Districts
- Agricultural Districts
- Lake
- DRG

Legend

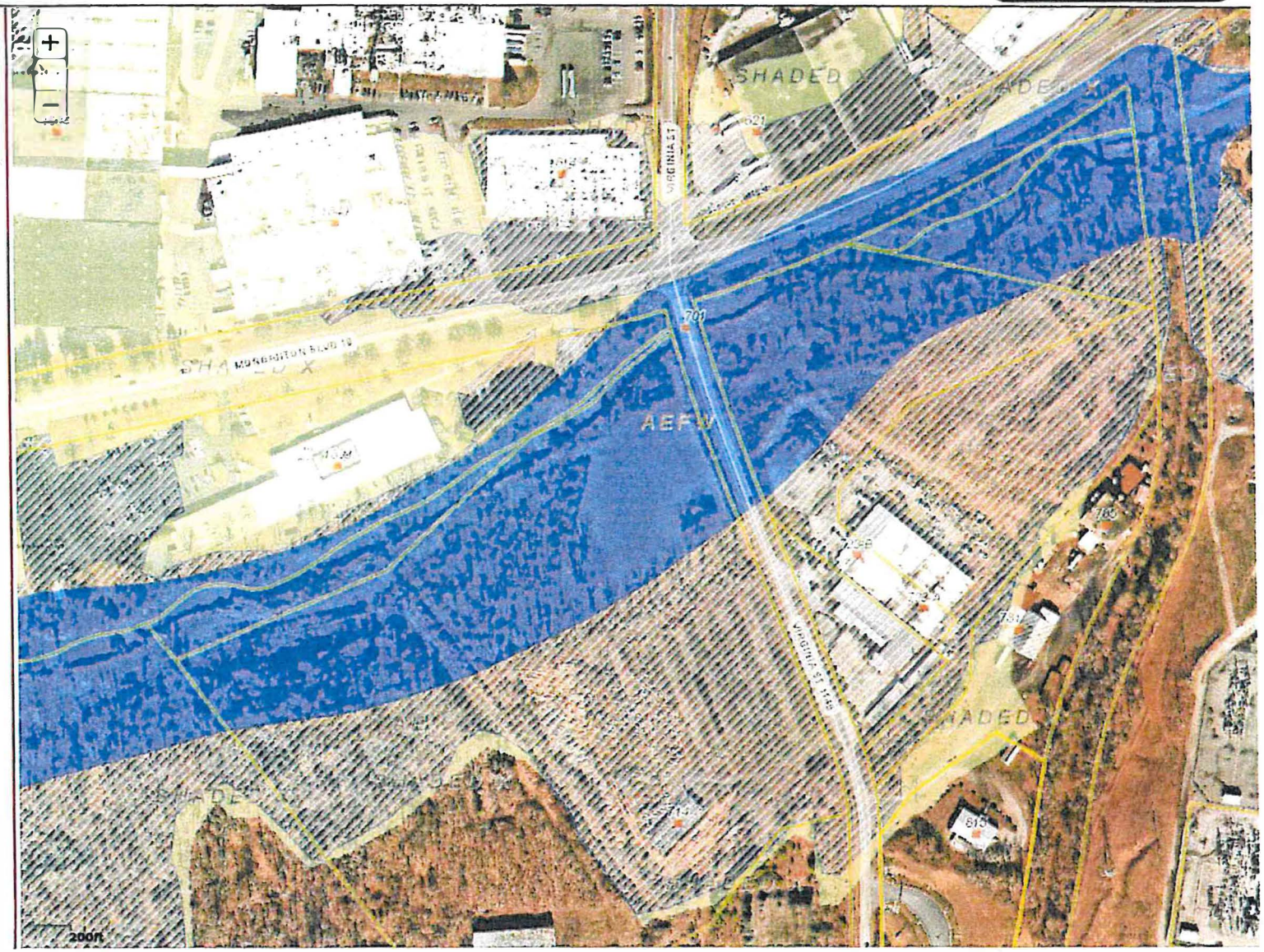


EXHIBIT
tabbies'
4

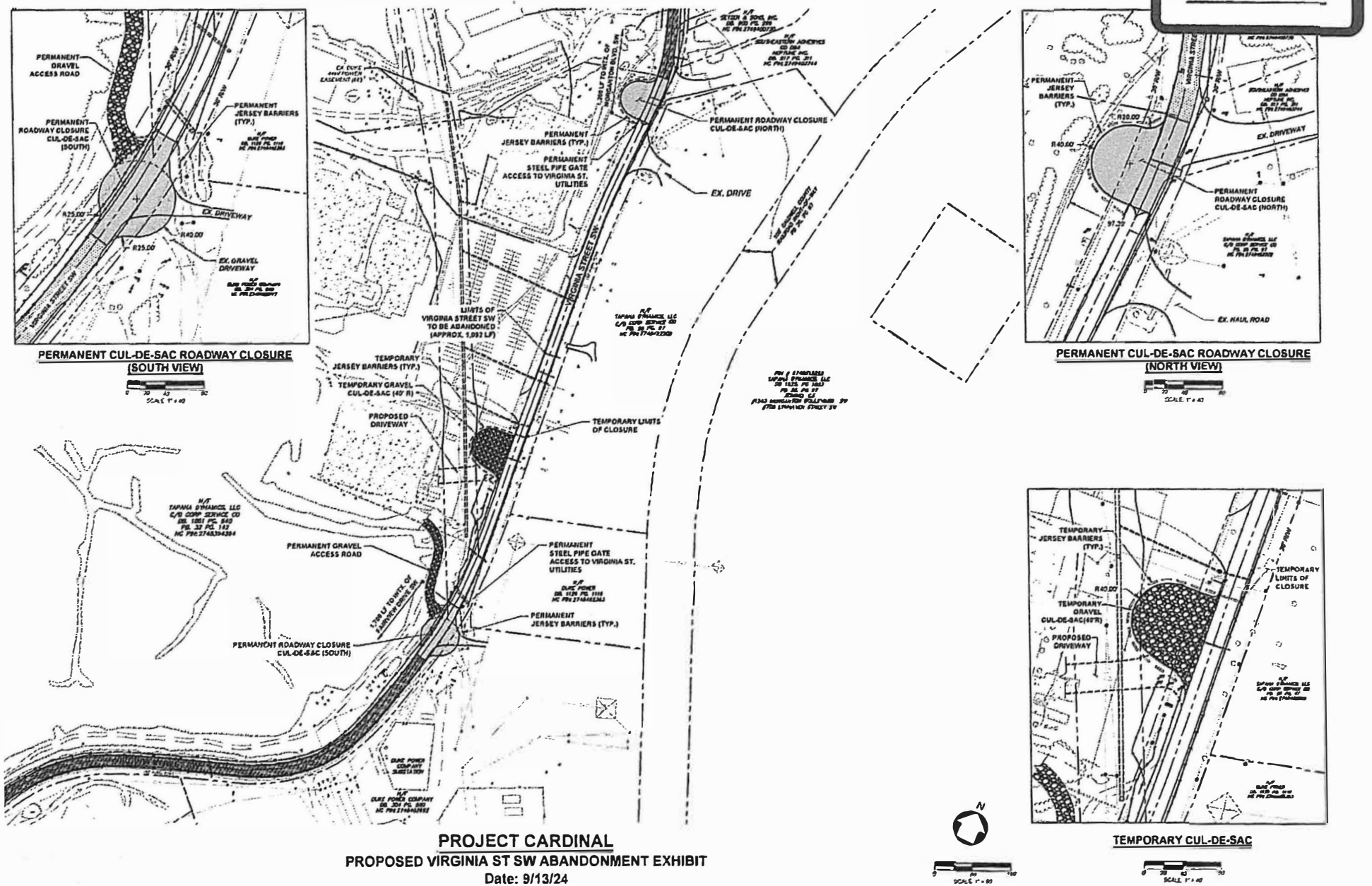
EXHIBIT
tabbies
5

EXHIBIT
6
tabbies
Swift-Cut

EXHIBIT
7
tabbies
EYEWASH
EYEWASH

EXHIBIT
tabbies
8

EXHIBIT
9



PROJECT CARDINAL
PROPOSED VIRGINIA ST SW ABANDONMENT EXHIBIT
Date: 9/13/24

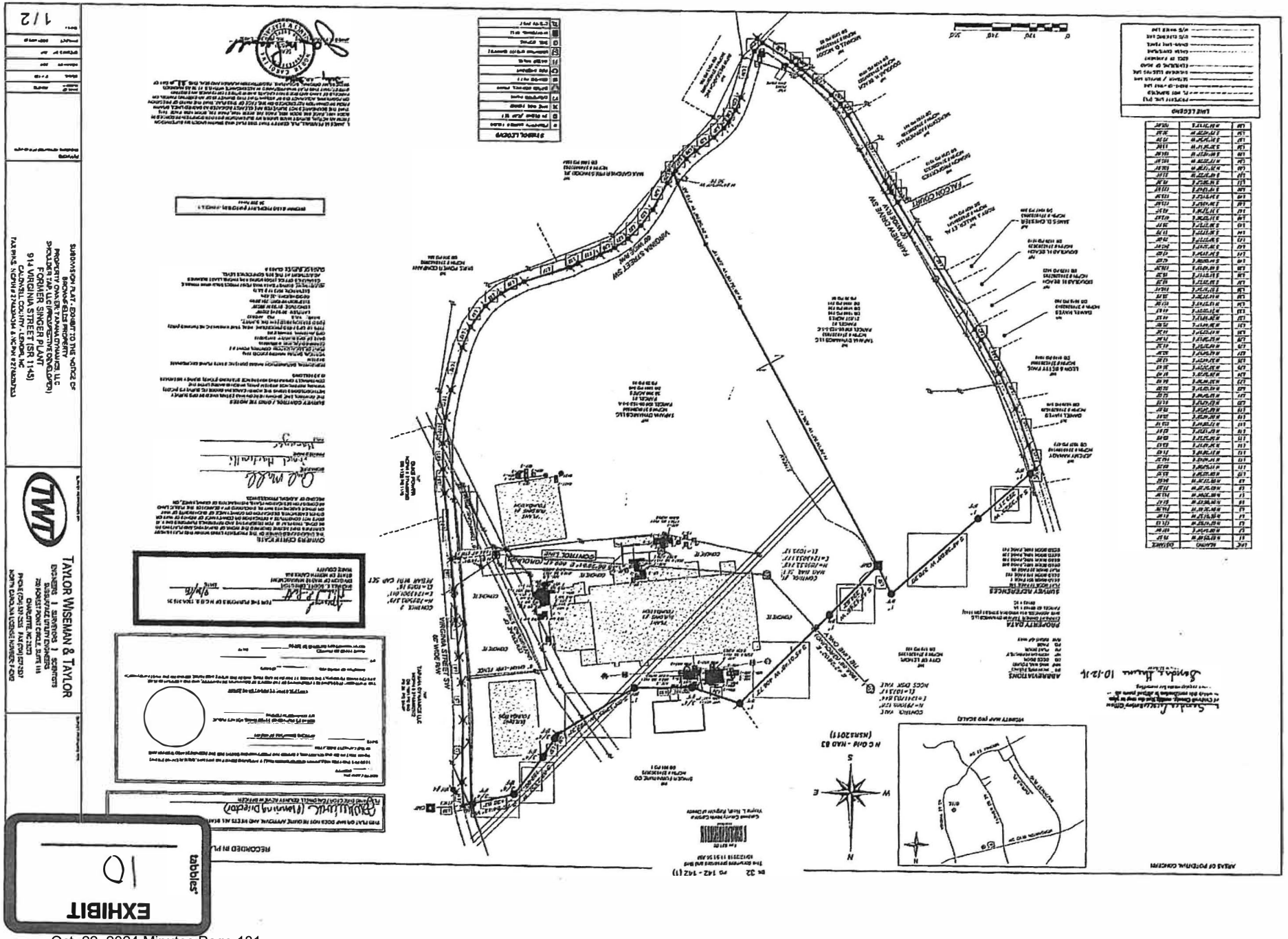


EXHIBIT
10
tabbies
TAYLOR WISEMAN & TAYLOR
FORMER SINGER PLANT
914 VIRGINIA STREET (SR 1145)
CALDWELL COUNTY - LENOIR, NC
PROPERTY OWNER: TAMMA DYNAMICS, LLC
SHOULDER TAP, LLC (PROSPECTIVE DEVELOPER)
VIRGINIA STREET SW
AREAS OF POTENTIAL CONCERN
1 / 2

66

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

REQUEST TO ABANDON & CLOSE RIGHT-OF-WAY

CITY HALL • 801 WEST AVENUE NW • PO BOX 958 • LENOIR, NC 28645

For questions about this form or the abandonment procedure, please contact the Planning Department at 828.610.8442 to schedule a pre-application meeting.

Submittal Checklist:

Application Form (2 copies of this form and all supporting documents are required)

Application Fee $600 — cash or check payable to City of Lenoir

Copy of Survey or Plat, with right-of-way subject to the abandonment request indicated using a cloud feature.

Other Requested Information: _____

REQUEST FOR ABANDONMENT OF RIGHT-OF-WAY

Date August 28, 2024

TO: THE CITY CLERK AND THE CITY COUNCIL OF THE CITY OF LENOIR:

I (we) the undersigned owners of real property respectfully request that the right-of-way shown in Plat Book 32, **Page** 142 **and shown in the attached [survey / subdivision plat] be closed and abandoned in accordance with N.C.G.S. 160A-299.**

Name (signature):	Address:
Tapaha Dynamics, LLC	c/o Troutman Pepper
	1001 Haxall Point
By:	Richmond, VA 23219
Name: Carl Bivens	
Title: Authorized Signatory	

Attach additional sheets as necessary. It is not a requirement that all adjacent property owners sign the request. As a part of the process, the City will notify all adjacent owners that the right-of-way is proposed to be closed.

OFFICIAL USE ONLY:

City Council called for a hearing on _____.

The legal notice was published for four consecutive weeks in the News-Topic on the following dates:

1. _____ 2. _____ 3. _____ 4. _____

Notices sent to adjacent property owners via registered/certified mail: _____.

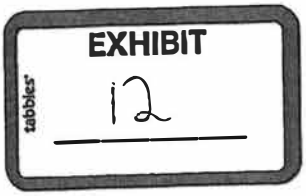
The public hearing was held on _____.

City Council action after public hearing _____

Filed with Register of Deeds on _____.

EXHIBIT
tabbies
11

Form revised 8/21



69

RESOLUTION OF INTENT

A Resolution Declaring the Intention of the Lenoir City Council as Petitioned by the Adjacent Property Owners to Consider the Closing Virginia Street between 815 and 1021 Virginia St

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 Virginia Street between 815 and 1021 Virginia Street; and

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

(1) A meeting will be held at 5:00 p.m. on the 22nd day of October, 2024, in the City/ County Chambers, 905 West Avenue, to consider a resolution closing Virginia 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 _____ day of _____, 2024.

SEAL

_____
Joseph L. Gibbons, Mayor

ATTEST:

_____
Shirley M. Cannon, City Clerk

70

EXHIBIT
tabbies
13

SR 1145
Virginia St.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

1534 MAIL SERVICE CENTER
RALEIGH, N.C. 27699-1534

ANTHONY J. TATA
SECRETARY

May 8, 2015

The Honorable Joseph L. Gibbons
Mayor, City of Lenoir
P. O. Box 958
Lenoir, North Carolina 28645-0958

Dear Mayor Gibbons:

This will acknowledge receipt of official notification that your City Council approved a certain change in the State Highway System within the corporate limits of Lenoir. This Resolution was forwarded to us by Division Engineer M. A. Pettyjohn.

On May 7, 2015, the Board of Transportation approved the requested deletion to the State Highway System. A copy of our BOT Agenda Item P is attached. **Please provide a copy to the party who prepares the City's 2015 Powell Bill Map.**

Sincerely,

Stephanie D. Benson

Stephanie D. Benson
Powell Bill Program Manager

Attachments

cc: Shirley Cannon, City Clerk
M. A. Pettyjohn, Division 11 Engineer
Douglas Eller, District 2 Engineer

Telephone 919-707-4586 Powell Bill Program FAX 919-715-5520

71

Item P
Page 1 of 1

NCDOT May 2015 Board of Transportation Agenda

Approval of Municipal Street System Changes

Deletions from the State Highway System

Division	County	Municipality	Road	Termini	Length
11	Caldwell 2015_05_M001	Lenoir	SR 1145	To delete (SR 1145) Virginia Street from Morganton Boulevard to Fairview Drive SW	0.78
11	Watauga 2015_05_M001	Boone	SR 1102	To delete (SR 1102) South Water Street from West King Street to Rivers Street.	0.11

May 7, 2015

EXHIBIT
tabbies 14

1/6/2022

LIMITED LIABILITY COMPANY ANNUAL REPORT

NAME OF LIMITED LIABILITY COMPANY: Tapaha Dynamics, LLC

SECRETARY OF STATE ID NUMBER: 0859528 STATE OF FORMATION: DE

Filing Office Use Only
E - Filed Annual Report
0859528
CA202407207892
3/12/2024 07:00
☐ Changes

REPORT FOR THE CALENDAR YEAR: 2024

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Corporation Service Company

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____
SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY
2626 Glenwood Avenue,
Raleigh, NC 27608 Wake County

4. REGISTERED AGENT OFFICE MAILING ADDRESS
2626 Glenwood Avenue,, Suite 550
Raleigh, NC 27608

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: H olding Compan y

2. PRINCIPAL OFFICE PHONE NUMBER: (650) 253-0000

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS
1600 Amphitheatre Parkway
Mountain View, CA 94043

5. PRINCIPAL OFFICE MAILING ADDRESS
1600 Amphitheatre Parkway
Mountain View, CA 94043

6. **Select one of the following if applicable. (Optional see instructions)**

☐ The company is a veteran-owned small business

☐ The company is a service-disabled veteran-owned small business

SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: Gabor Turschl	NAME:	NAME:
TITLE: Manager	TITLE:	TITLE:
ADDRESS:	ADDRESS:	ADDRESS:
1600 Amphitheatre Parkway		
Mountain View, CA 94043		

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Gabor Turschl
SIGNATURE
Form must be signed by a Company Official listed under Section C of This form.

3/12/2024
DATE

Gabor Turschl
Print or Type Name of Company Official

Manager
Print or Type Title of Company Official

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

EXHIBIT
15

Gary's Post

road conditions for CALDWELL County · Join
Gary Whisnant · October 9 at 2:06 PM ·

MVA at Virginia Street & Morganton Blvd, SLOW DOWN. Fire & EMS are on scene working, SLOW DOWN

36 6 comments 7 shares

Like Comment Copy Share

Top comments

Shayna McKinley Ledford
This was me and my 5 week old. A lady pulled out in front of us we were going down Morganton Blvd and she was turning left onto Virginia St and turned in front of me and I tried slamming on the brakes and couldn't stop in time so clipped her back passenger side.

1w Like Reply Share

Sherry Gill
Shayna McKinley Ledford Hope You Both are Ok

6d Like Reply Share

Shayna McKinley Ledford
Sherry Gill thank you! Luckily nobody was injured!

Answer as Andy Howell

BK 2120 PG 1979 - 1982 (4)
This document presented and filed:
10/24/2024 04:45:03 PM

Fee $26.00
10100820

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

Wilson, Lackey, Rohr + Hall VV

STREET CLOSING ORDER

A Resolution Ordering the Closing of a Portion of Virginia Street between 815 and 1021 Virginia Street

WHEREAS, on September 17, 2024, the City Council of the City of Lenoir directed the City Clerk to publish a Resolution of Intent to close a portion of Virginia Street between 815 and 1021 Virginia Street; and,

WHEREAS, the street in question is represented in the following plat:

> The area described as "RIGHT-OF-WAY ABANDONED" on the "Boundary and Right-of-Way Geometry" map portion of RIGHT-OF-WAY ABANDONMENT AND EASEMENT PLAT — VIRGINIA STREET SW RIGHT-OF-WAY, prepared by Bowman North Carolina LTD, dated June 27, 2024, recorded in the Caldwell County Registry on October 24, 2024, in Plat Book 40, Page 224.

A copy of which is attached hereto; as Exhibit A and,

WHEREAS, city staff has advised the City Council that the Resolution, advising that a public hearing would be held at 5:00 PM, on Tuesday, October 22, 2024, in the City/County Chambers at located at 905 West Avenue, Lenoir, North Carolina, was published in the Lenoir News-Topic newspaper once a week for four (4) successive weeks prior to the public hearing; and,

WHEREAS, city staff has advised the City Council that letters were sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records advising them of the day, time and place of the meeting, enclosing a copy of the Resolution of Intent, and advising the property owners that the City Council would be acting on the question of closing a portion of Virginia Street between 815 and 1021 Virginia Street; and

WHEREAS, city staff has advised the City Council that the city prominently posted notices along the street as required by N.C. Gen. Stat. § 160A-299; and

WHEREAS, the City Council granted full and complete opportunity for all interested persons to appear and register any objections on the record that they

4

might have with respect of the closing of the street in the scheduled public hearing on Tuesday, October 22, 2024; and

WHEREAS, the City Council gave full and complete consideration of the matter and finds as follows:

1. The abandonment of the street will in no way degrade the efficiency of the provision of any City service, including but not limited to garbage collection, fire and police protection, access to emergency medical services, delivery of both water and sewer services, or school bus routes; and

2. The closing of the public right-of-way is not contrary to the public interest and no individual owning property abutting or in the vicinity of the street will as a result of the abandonment be deprived of reasonable means of ingress and egress to their property.

WHEREAS, it appears to the satisfaction of the City Council that abandonment of said public right-of-way will be in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA HEREBY ORDERS THAT:

Section 1. A portion of the public right-of-way lying between 815 and 1021 Virginia Street depicted and denoted upon the aforementioned plat is hereby abandoned. Except as limited herein, all right, title, and interest to the area is hereby vested in those persons owning lots or parcels of land adjacent to the street. The title of such adjoining landowners, for the width of the abutting land owned by them, extends to the centerline of the street or alley. However, as provided under N.C. Gen. Stat. § 160A-299(f) and shown on the "Water and Sewer Easement Geometry" portion of the plat, the City reserves its right, title, and interest in utility easements within the closed street as considered by the City to be in the public interest. This reservation also extends to utility improvements or easements owned by private utilities which at the time of the street closing have a utility agreement or franchise with the city. A separate deed of easement to the City must be executed and recorded at the Office of the Register of Deeds in Caldwell County prior to right-of-way abandonment.

Section 2. The aforementioned plat serves as a plat of abandonment for the purposes of this order.

Section 3. The City Clerk is hereby authorized and directed to file in the Office of the Register of Deeds in Caldwell County a certified copy of this Order, a copy of the published Resolution of Intent, and a notarized statement that all the abutting property owners were notified by certified mail.

Section 4. This Order becomes effective upon its adoption and approval.

Adopted this the 22nd day of October, 2024.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

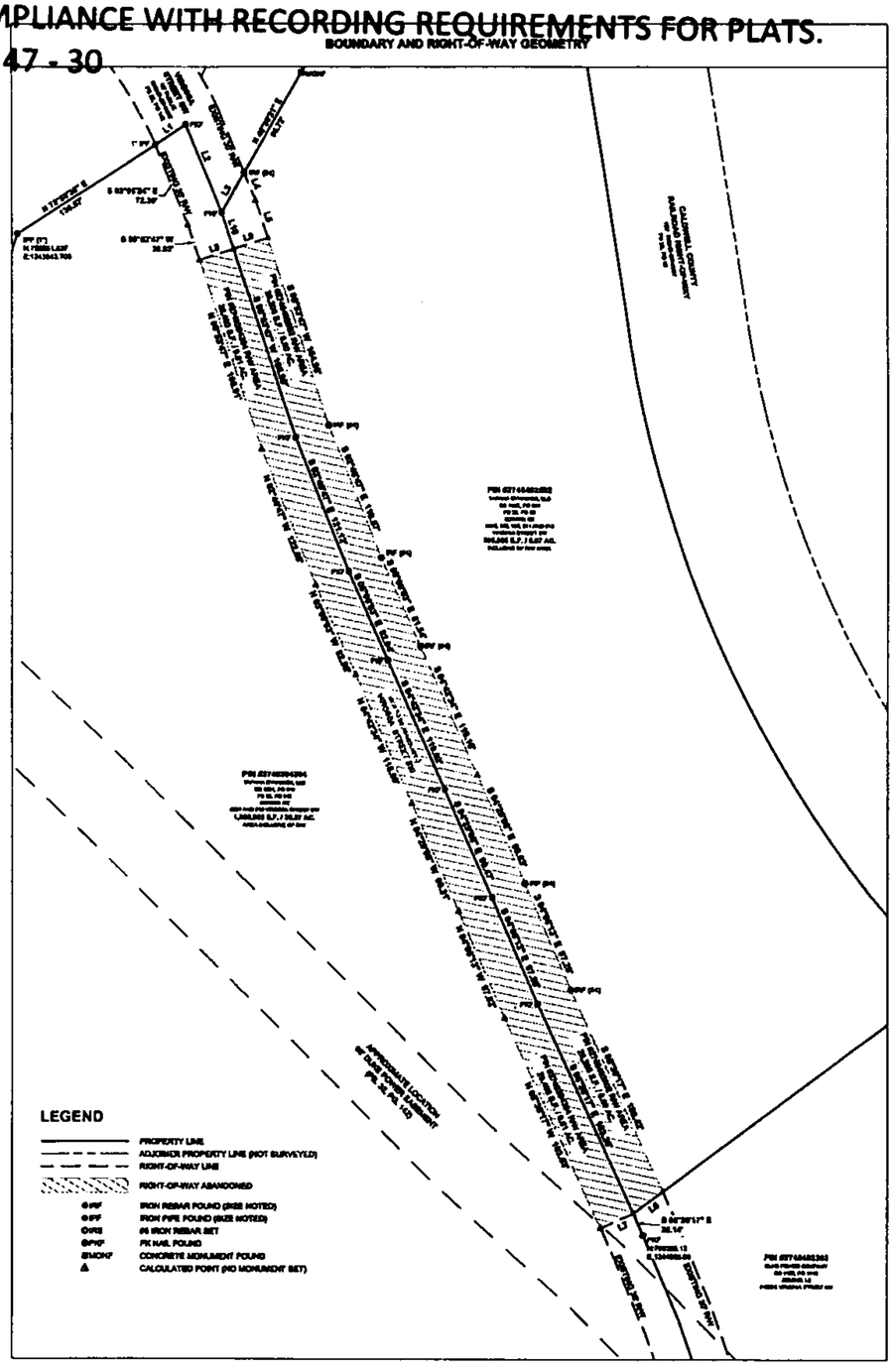
Shirley M. Cannon, City Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

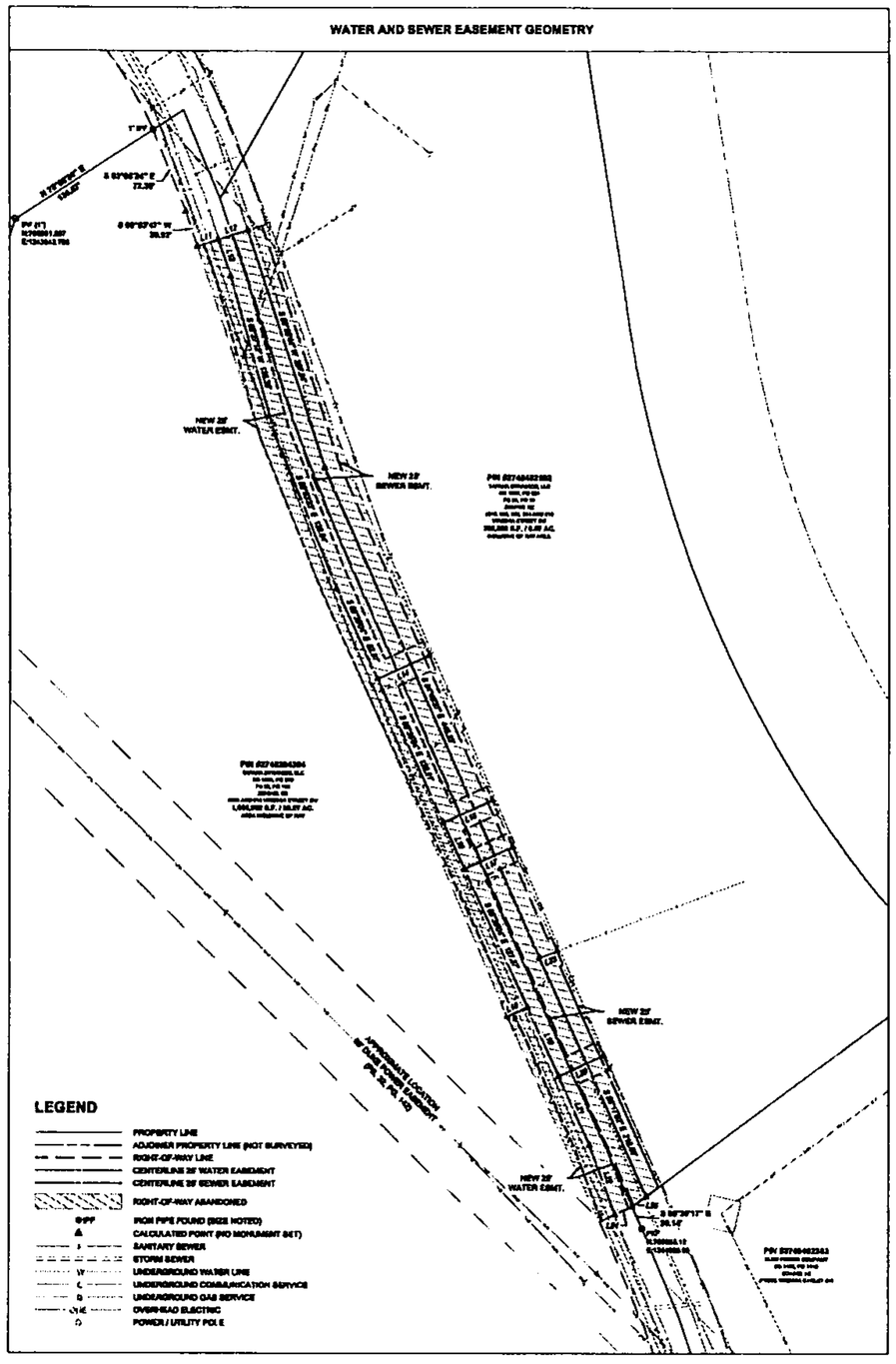
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
S. 47 - 30
BK 2120 PG 1982 DOC# 1010080

Exhibit A

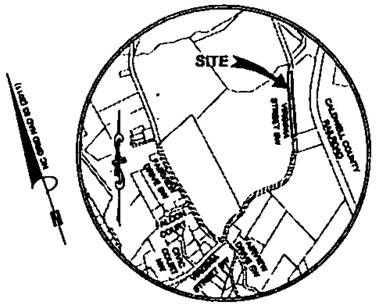
BOUNDARY AND RIGHT-OF-WAY GEOMETRY



WATER AND SEWER EASEMENT GEOMETRY



EXISTING VIRGINIA STREET UTILITIES	
UTILITY SERVICE	OWNER
POTABLE WATER	CITY OF LENOIR
SANITARY SEWER	CITY OF LENOIR
NATURAL GAS	PIEDMONT NATURAL GAS
CABLE TV	TBD
FIBER OPTIC	TBD
OVERHEAD POWER	DUKE ENERGY
STORMWATER	CITY OF LENOIR



VICINITY MAP
SCALE: 1" = 1000'

NOTES

1. THE SURVEYED PROPERTY DELINEATED HEREON IS LOCATED IN CALDWELL COUNTY, NORTH CAROLINA AS PIN 0274857853, 2748884384 AND 2748482382.
2. THE SURVEYED PROPERTY IS CURRENTLY IN THE NAME OF TARAHA DYNAMICS, LLC RECORDED IN DEED BOOK 1997, PAGE 595, DEED BOOK 1491, PAGE 946 AND DEED BOOK 1492, PAGE 891 IN THE ROD OFFICE OF CALDWELL COUNTY, NORTH CAROLINA.
3. BOUNDARY INFORMATION AS SHOWN HEREON IS BASED ON A FIELD SURVEY PERFORMED BY BOWMAN CONSULTING GROUP, LTD ON 04/15/2024. SURVEY REPRESENTS A SURVEY OF OCCUPATION USING EVIDENCE FOUND AND REFERENCES SHOWN.
4. NORTH MERIDIAN INFORMATION AS SHOWN HEREON IS BASED ON NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83 US SURVEY FOOT. DISTANCES SHOWN ARE HORIZONTAL "GROUND DISTANCES".

REFERENCES

1. PLAT PREPARED BY: TAYLOR WISEMAN AND TAYLOR
   RECORDED: OCTOBER 12, 2016
   PLAT BOOK 30, PAGE 142
2. PLAT PREPARED BY: BP BARBER
   RECORDED: JULY 08, 2008
   PLAT BOOK 26, PAGE 56

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 73°39'36" E	98.69'
L2	S 3°06'36" E	78.69'
L3	S 48°06'36" E	56.66'
L4	S 3°06'36" E	35.14'
L5	S 9°53'47" W	33.01'
L6	S 73°41'21" W	34.66'
L7	S 84°39'43" W	98.66'
L8	S 89°06'13" E	39.66'
L9	S 89°06'13" E	98.66'
L10	S 9°53'47" W	31.57'

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L11	S 89°06'13" E	16.17'
L12	S 89°06'47" E	28.41'
L13	S 6°34'34" W	32.66'
L14	N 84°39'26" E	47.36'
L15	N 84°39'26" E	66.32'
L16	S 6°39'04" E	42.59'
L17	N 84°34'56" E	44.35'
L18	S 84°34'56" W	16.52'
L19	S 6°39'04" E	63.17'
L20	N 84°34'56" E	41.31'
L21	S 6°39'04" E	62.66'
L22	S 1°11'11" E	91.66'
L23	N 88°16'26" E	13.66'
L24	N 84°39'43" E	16.67'
L25	N 73°41'21" E	14.66'

LEGEND

- PROPERTY LINE
- ADJOINER PROPERTY LINE (NOT SURVEYED)
- RIGHT-OF-WAY LINE
- CENTERLINE 25' WATER EASEMENT
- CENTERLINE 25' SEWER EASEMENT
- RIGHT-OF-WAY ABANDONED
- ⊙ IRF — IRON REBAR FOUND (SIZE NOTED)
- ⊙ IPF — IRON PIPE FOUND (SIZE NOTED)
- ○ IRS — #5 IRON REBAR SET
- ⊙ PKF — PK NAIL FOUND
- ▣ MONF — CONCRETE MONUMENT FOUND
- ▲ CALCULATED POINT (NO MONUMENT SET)
- SANITARY SEWER
- STORM SEWER
- W — UNDERGROUND WATER LINE
- C — UNDERGROUND COMMUNICATION SERVICE
- G — UNDERGROUND GAS SERVICE
- OHE — OVERHEAD ELECTRIC
- POWER / UTILITY POLE

80 40 0 80 120
GRAPHIC SCALE
1" = 80'

DEDICATION STATEMENT

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY DEDICATE THIS PLAN OF A NEW 25' WATER AND 25' SEWER EASEMENT WITH MY (OUR) OWN FREE CONSENT. FURTHER, I (WE) CERTIFY THE LAND AS SHOWN IS WITHIN THE PLATTING JURISDICTION OF THE CITY OF LENOIR, NORTH CAROLINA.

OWNER SIGNATURE DATE

PRINTED NAME

CERTIFICATE OF REVIEW OFFICER

I, _____, REVIEW OFFICER OF CALDWELL COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

CERTIFICATE OF RIGHT-OF-WAY ABANDONMENT

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPTS THIS PLAN OF RIGHT-OF-WAY ABANDONMENT WITH MY (OUR) FREE CONSENT AND ABANDON RIGHT-OF-WAY AS SHOWN.

OWNER SIGNATURE DATE

PRINTED NAME

CERTIFICATION

I, TIMOTHY J. GRIFFITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS AS SHOWN OR PLAT), THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION LICENSE NUMBER AND SEAL THIS _____ DAY OF _____, A.D., 2024.

TIMOTHY J. GRIFFITH
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. L-5550

NORTH CAROLINA PROFESSIONAL SEAL L-5550 LAND SURVEYOR TIMOTHY J. GRIFFITH

RIGHT-OF-WAY ABANDONMENT
AND EASEMENT PLAT
VIRGINIA STREET SW
RIGHT-OF-WAY
LOCATED IN THE
CITY OF LENOIR,
CALDWELL COUNTY, NORTH CAROLINA

SCALE: 1" = 80' DATE: JUNE 27, 2024

REVISION

Bowman
Bowman North Carolina LTD.
1700 Parkwood Pkwy, Suite 130
Charlotte, NC 28210
Phone (704) 409-7474
F-1446
www.bowman.com

© 2024 Bowman Consulting Group Ltd

DWG: T:\BMH_LIB\Land Xdc\2024-01-001\[L5] - LIB5 Land XDC.dwg\Plot\R26.0\ardmore\24001-01-001 Layout\Pd	BY: BCM	CHK: TJG	QC:
BCG PROJECT NO: 031834-01-001	TASK: 00001	SURVEY DATE: 04/15/2024	SHEET 1 OF 1

BK 2120 PG 1983 - 1988 (6)
This document presented and filed:
10/24/2024 04:45:04 PM

Fee $26.00 Excise Tax: $0.00
10100821
Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

wilson, Lackey, Kohr + Hall ✓✓

NORTH CAROLINA

CALDWELL COUNTY

DEED OF EASEMENT FOR UTILITIES & TEMPORARY EMERGENCY ACCESS

THIS DEED OF EASEMENT FOR UTILITIES & TEMPORARY EMERGENCY ACCESS (the "Easement"), made this the 24th day of October, 2024, from **TAPAHA DYNAMICS, LLC**, a Delaware limited liability company; to the **CITY OF LENOIR**, a municipal corporation of Caldwell County, North Carolina;

For and in consideration of payment by the City of Lenoir to Tapaha Dynamics, LLC, of the sum of one dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Tapaha Dynamics, LLC, has this day granted, and by these presents does grant unto CITY OF LENOIR a permanent non-exclusive easement and right of way, including the perpetual right to enter upon the Easement Area (as defined below) as necessary for the purposes set forth herein, at any time it may see fit, and construct, maintain and repair one or more storm water control, water, and sanitary sewer lines for the purpose of conveying and carrying water, sanitary sewage, storm water runoff, and other municipal and other public utilities, over, across, through and under the Easement Area, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines within the Easement Area, and the further right to remove trees, bushes, undergrowth, and other obstructions (excepting fences) interfering with the location, construction and maintenance of said lines within the Easement Area.

The land affected by the grant of this Easement is located in the County of Caldwell, State of North Carolina, and is more particularly described in the following plat maps recorded at the Caldwell County Register of Deeds: Plat Book 26 at Page 95 and Plat Book 32 at Page 142. See also the October 22, 2024, Street Closing Order of the City of Lenoir as to a portion of Virginia Street between 815 and 1021 Virginia Street, recorded in Book 2120, Page 1979 of the Caldwell County Register of Deeds (the "Property").

The Easement hereby granted covers a strip of land over and across the Property as specifically shown and described in the attached "Exhibit A," titled "Right-of-Way Abandonment and Easement Plat Virginia Street SW Right-of-Way Located in the City of Lenoir, Caldwell County, North Carolina," across the Property, including the area designated for easements in the attached "Exhibit A." (the "Easement Area").
See also Plat Book 40, Page 224.
TO HAVE AND TO HOLD said Easement unto City of Lenoir, its successors and assigns forever.

Tapaha Dynamics, LLC, does hereby covenant with City of Lenoir that it will construct no permanent buildings or structures within the Easement Area without first obtaining written permission and approval from the City of Lenoir; that it is lawfully seized and possessed of the Property; that it has a good and lawful right to grant the Easement encumbering the Property, or any part thereof; that it is free from all encumbrances except for all matters of record; and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

Tapaha Dynamics, LLC, and its successors and assigns, may use the Easement Area for any purpose not inconsistent with the rights hereby granted and provided such use does not unreasonably interfere with the City of Lenoir's rights set forth in this Easement.

All activities of the City of Lenoir and its agents and contractors pursuant to this Easement shall be conducted in accordance with all applicable laws, regulations, ordinances and legal duties. The City of Lenoir shall repair damage to roads, fences and other such improvements caused by the City of Lenoir which are not inconsistent with the rights granted to the City of Lenoir within thirty (30) days of such damage. The City of Lenoir shall repair or shall pay Tapaha Dynamics, LLC, at the City of Lenoir's discretion, for other physical damage done in the process of the construction, inspection, maintenance, or repair of the facilities installed by the City of Lenoir in the Easement Area within thirty (30) days of such other physical damage.

The City of Lenoir acknowledges and agrees to adhere to the notice and access requirements set forth in that certain Water Purchase & Allocation Agreement #2 by and between Tapaha Dynamics, LLC and the City of Lenoir dated as of even date herewith in connection with the City of Lenoir's access to the Easement Area.

As part of the consideration for this grant, Tapaha Dynamics, LLC, does hereby release any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted except as expressly set forth herein or to the extent caused by the negligence or willful misconduct of the City of Lenoir. Tapaha Dynamics, LLC agrees that more than one line can be placed in the Easement Area at any time or times the City desires to so use this Easement.

Tapaha Dynamics, LLC, also covenants with the City of Lenoir to (i) construct temporary gravel turnarounds during Tapaha Dynamic, LLC's initial phase of Tapaha Dynamics, LLC's proposed construction on the Property and (ii) construct permanent turnarounds at a later date pursuant to Tapaha Dynamic LLC's construction plans and timeline on the northern and southern termini of certain closure areas on the Property in locations determined by Tapaha Dynamics, LLC. Pending acceptance by the City of Lenoir, the permanent turnarounds shall be

dedicated to the City of Lenoir and meet the requirements of Lenoir City Code Sec. 18-22, Design Requirements.

Tapaha Dynamics, LLC, also grants to the City of Lenoir a Temporary Emergency Access Easement and promises that should NC Bridge Structure #130066 (located within 100 feet of the junction of US64/NC18 and Virginia Street over Lower Creek) become impassible, and Caldwell County or the City of Lenoir declares a State of Emergency under relevant NC General Statutes, Tapaha Dynamics, LLC, or its successors to the Property will work with the City of Lenoir and other governmental entities to assist the owners, and their successors, of the following properties to have, gain, or maintain access to their property during the declared State of Emergency with appropriate notification and through a route deemed acceptable by Tapaha Dynamics, LLC and in accordance with its security requirements. Caldwell County and/or the City of Lenoir agree to use good faith efforts to minimize the duration for which access may be required through the Property during any declared State of Emergency and such Temporary Emergency Access Easement shall only be used for the limited purposes set forth in this paragraph:

723 Unit A Virginia Street – NCPIN: 2749319109
723 Lot B Virginia Street – NCPIN: 2749411176
723 Virginia Street – NCPIN: 2749400730
781/785 Virginia Street – NCPIN: 2749403744
714 Virginia Street – NCPIN: 2749303670

IN WITNESS WHEREOF, Tapaha Dynamics, LLC, has executed this Easement in the manner required by law, the day and year first above written.

TAPAHA DYNAMICS, LLC
By: _____
Name: Kerry J Barnett, Authorized Signatory

Legal Dept DW Approved

State of NORTH CAROLINA
County of CALDWELL

I, a Notary Public of the County and State aforesaid, certify that Carl Bivens personally appeared before me this day and acknowledged that he is an Authorized Signatory of Tapaha Dynamics, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by Carl Bivens as an Authorized Signatory.

Witness my hand and official stamp or seal this 24 day of October 2024.

_____
Notary's Signature

ANTHONY MELDORF
Notary's Typed or Printed Name

ANTHONY MELDORF NOTARY PUBLIC My Comm. Exp. 3 March 2029 CALDWELL COUNTY, NC

My Commission Expires:

3 MARCH 2029

Exhibit A

BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
G.S. 47 - 30

Exhibit A

BK 2120 PG 1988 DOC# 10100821

BOUNDARY AND RIGHT-OF-WAY GEOMETRY

WATER AND SEWER EASEMENT GEOMETRY

EXISTING VIRGINIA STREET UTILITIES	
UTILITY SERVICE	OWNER
POTABLE WATER	CITY OF LENOIR
SANITARY SEWER	CITY OF LENOIR
NATURAL GAS	PIEDMONT NATURAL GAS
CABLE TV	TBD
FIBER OPTIC	TBD
OVERHEAD POWER	DUKE ENERGY
STORMWATER	CITY OF LENOIR

VICINITY MAP

NOTES

1. THE SURVEYED PROPERTY OR RELATED HORIZON IS LOCATED IN CALDWELL COUNTY, NORTH CAROLINA AS PER GPS OBSERVED POSITIONING AND DYNAMICS.
2. THE SURVEYED PROPERTY IS CURRENTLY IN THE NAME OF HAWKINS STRANGER, LLC RECORDED IN DEED BOOK 1997, PAGE 187, DEED BOOK 1994, PAGE 845 AND DEED BOOK 1997, PAGE 571 IN THE HOD OFFICE OF CALDWELL COUNTY, NORTH CAROLINA.
3. BOUNDARY INFORMATION AS SHOWN HEREON IS BASED ON A FIELD SURVEY PERFORMED BY BERMAN CONSULTING GROUP, LTD. OR REFERENCE SURVEY DOCUMENTS A SURVEY OF OCCUPATION LINES (FENCES) FOUND AND REFERENCED SHOWN.
4. NORTH MERIDIAN INFORMATION AS SHOWN HEREON IS BASED ON NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83 US SURVEY FOOT, DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.

REFERENCES

1. PLAT PREPARED BY TAYLOR KREEMAN AND TAYLOR RECORDED OCTOBER 12, 2016 PLAT BOOK 35, PAGE 142
2. PLAT PREPARED BY RP BARKER RECORDED JULY 16, 2008 PLAT BOOK 31, PAGE 81

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 89°49'47" E	20.00'
L2	S 01°04'34" E	75.00'
L3	S 89°49'47" E	50.00'
L4	S 01°04'34" E	35.14'
L5	S 89°49'47" E	33.01'
L6	S 89°49'47" E	30.00'
L7	S 89°49'47" E	30.00'
L8	S 89°49'47" E	50.00'
L9	S 89°49'47" E	50.00'
L10	S 89°49'47" E	21.01'

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L11	S 89°49'47" E	45.11'
L12	S 89°49'47" E	20.01'
L13	S 89°49'47" E	22.00'
L14	S 01°04'34" E	47.39'
L15	S 01°04'34" E	45.00'
L16	S 01°04'34" E	45.00'
L17	S 01°04'34" E	44.39'
L18	S 01°04'34" E	45.00'
L19	S 01°04'34" E	45.17'
L20	S 01°04'34" E	44.31'
L21	S 01°04'34" E	22.00'
L22	S 01°04'34" E	45.00'
L23	S 89°49'47" E	15.00'
L24	S 01°04'34" E	15.00'
L25	S 89°49'47" E	15.00'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE (NOT SURVEYED)
- RIGHT-OF-WAY LINE
- CENTER-LINE OF WATER EASEMENT
- CENTER-LINE OF SEWER EASEMENT
- RIGHT-OF-WAY ABANDONED
- 6"PF IRON PIPE FOUND (SIZE NOTED)
- Δ CALCULATED POINT (NO MONUMENT SET)
- SANITARY SEWER
- STORM SEWER
- UNDERGROUND WATER LINE
- UNDERGROUND COMMUNICATION SERVICE
- UNDERGROUND GAS SERVICE
- OVERHEAD ELECTRIC
- POWER / UTILITY POLE

GRAPHIC SCALE 1" = 60'

DEDICATION STATEMENT

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY DEDICATE THIS PLAN OF A NEW 23' WATER AND 23' SEWER EASEMENT WITH MY (OUR) OWN FREE CONSENT. FURTHER, I (WE) CERTIFY THE LAND AS SHOWN IS WITHIN THE PLATTING JURISDICTION OF THE CITY OF LENOIR, NORTH CAROLINA.

OWNER SIGNATURE DATE

PRINTED NAME

CERTIFICATE OF REVIEW OFFICER

I, _____, REVIEW OFFICER OF CALDWELL COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

CERTIFICATE OF RIGHT-OF-WAY ABANDONMENT

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ACCEPT THIS PLAN OF RIGHT-OF-WAY ABANDONMENT WITH MY (OUR) FREE CONSENT AND ABANDON RIGHT-OF-WAY AS SHOWN.

OWNER SIGNATURE DATE

PRINTED NAME

CERTIFICATION

I, TIMOTHY J. GRIFFITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS AS SHOWN ON PLAT); THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS _____ DAY OF _____, A.D., 2024.

TIMOTHY J. GRIFFITH
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. L-5000

NORTH CAROLINA PROFESSIONAL SEAL L-5000 LAND SURVEYOR TIMOTHY J. GRIFFITH

RIGHT-OF-WAY ABANDONMENT AND EASEMENT PLAT
VIRGINIA STREET SW
RIGHT-OF-WAY
LOCATED IN THE CITY OF LENOIR
CALDWELL COUNTY, NORTH CAROLINA

SCALE: 1" = 60' DATE: JUNE 27, 2024

REVISION	

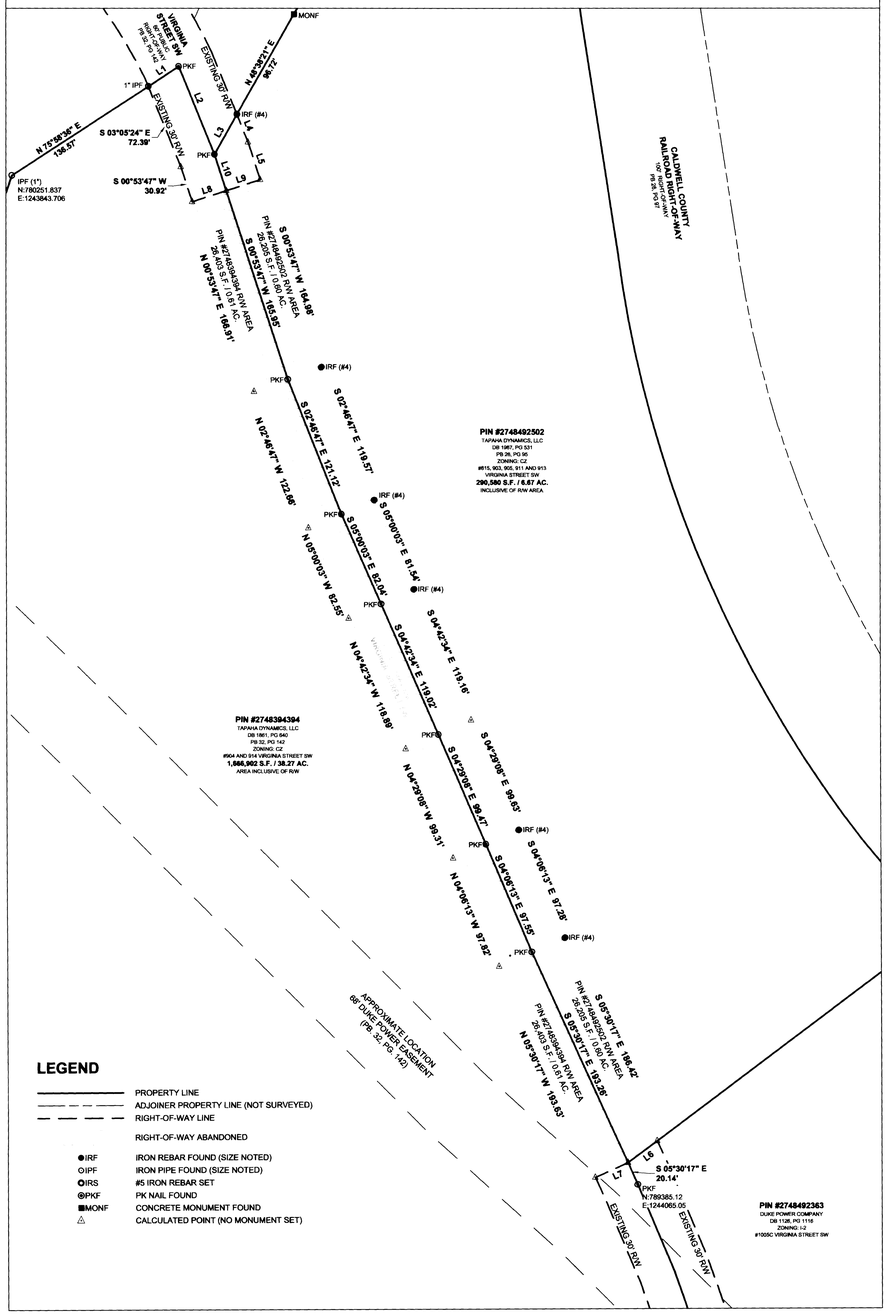
Bowman

Bowman North Carolina Ltd.
1600 Parkwood Pkwy, Suite 330
Charlotte, NC 28203

Phone (704) 495-7474
P-1442

BOWMAN PROJECT NO: 021454-01-001 TASK: 00001 SURVEY DATE: 04/16/2024 SHEET 1 OF 1

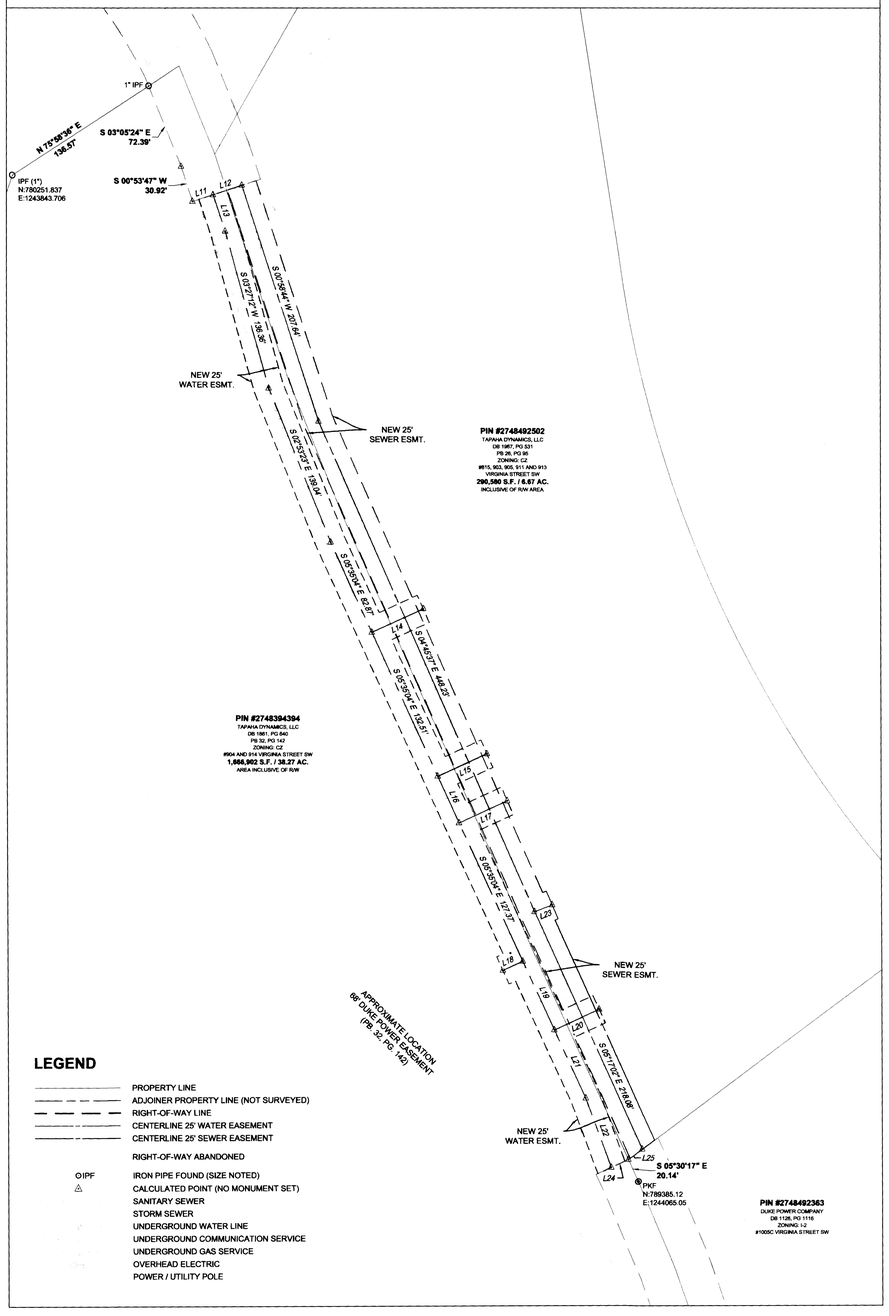
BOUNDARY AND RIGHT-OF-WAY GEOMETRY



LEGEND

- PROPERTY LINE
- ADJOINER PROPERTY LINE (NOT SURVEYED)
- RIGHT-OF-WAY LINE
- RIGHT-OF-WAY ABANDONED
- ●IRF — IRON REBAR FOUND (SIZE NOTED)
- ○IPF — IRON PIPE FOUND (SIZE NOTED)
- ⊙IRS — #5 IRON REBAR SET
- ⊕PKF — PK NAIL FOUND
- ■MONF — CONCRETE MONUMENT FOUND
- △ — CALCULATED POINT (NO MONUMENT SET)

WATER AND SEWER EASEMENT GEOMETRY



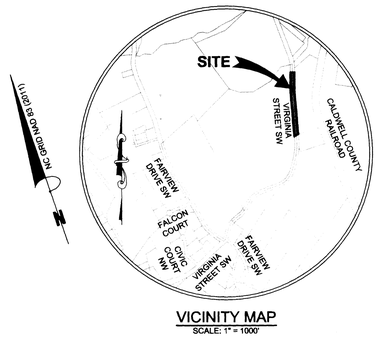
LEGEND

- PROPERTY LINE
- ADJOINER PROPERTY LINE (NOT SURVEYED)
- RIGHT-OF-WAY LINE
- CENTERLINE 25' WATER EASEMENT
- CENTERLINE 25' SEWER EASEMENT
- RIGHT-OF-WAY ABANDONED
- ○IPF — IRON PIPE FOUND (SIZE NOTED)
- △ — CALCULATED POINT (NO MONUMENT SET)
- SANITARY SEWER
- STORM SEWER
- UNDERGROUND WATER LINE
- UNDERGROUND COMMUNICATION SERVICE
- UNDERGROUND GAS SERVICE
- OVERHEAD ELECTRIC
- POWER / UTILITY POLE

60 30 0 60 120

GRAPHIC SCALE
1" = 60'

EXISTING VIRGINIA STREET UTILITIES	
UTILITY SERVICE	**OWNER**
POTABLE WATER	CITY OF LENOIR
SANITARY SEWER	CITY OF LENOIR
NATURAL GAS	PIEDMONT NATURAL GAS
CABLE TV	TBD
FIBER OPTIC	TBD
OVERHEAD POWER	DUKE ENERGY
STORMWATER	CITY OF LENOIR



VICINITY MAP
SCALE: 1" = 1000'

NOTES

1. THE SURVEYED PROPERTY DELINEATED HEREON IS LOCATED IN CALDWELL COUNTY, NORTH CAROLINA AS PIN #2748287853, 2748394394 AND 2748492502.
2. THE SURVEYED PROPERTY IS CURRENTLY IN THE NAME OF TAPAHA DYNAMICS, LLC RECORDED IN DEED BOOK 1697, PAGE 550, DEED BOOK 1861, PAGE 640 AND DEED BOOK 1987, PAGE 531 IN THE ROD OFFICE OF CALDWELL COUNTY, NORTH CAROLINA.
3. BOUNDARY INFORMATION AS SHOWN HEREON IS BASED ON A FIELD SURVEY PERFORMED BY BOWMAN CONSULTING GROUP, LTD. ON 04/15/2024. SURVEY REPRESENTS A SURVEY OF OCCUPATION USING EVIDENCE FOUND AND REFERENCES SHOWN.
4. NORTH MERIDIAN INFORMATION AS SHOWN HEREON IS BASED ON NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83 US SURVEY FOOT, DISTANCES SHOWN ARE HORIZONTAL "GROUND DISTANCES".

REFERENCES

1. PLAT PREPARED BY: TAYLOR WISEMAN AND TAYLOR
   RECORDED: OCTOBER 12, 2016
   PLAT BOOK 32, PAGE 142
2. PLAT PREPARED BY: BP BARBER
   RECORDED: JULY 08, 2009
   PLAT BOOK 26, PAGE 95

BK 40 PG 224 - 224 (1)
This document presented and filed:
10/24/2024 04:40:39 PM
Fee $21.00
10100819
Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 75°19'15" E	30.62'
L2	S 3°05'24" E	79.59'
L3	N 48°09'29" E	38.49'
L4	S 3°02'33" E	25.14'
L5	S 0°53'47" W	33.01'
L6	S 72°18'21" W	30.89'
L7	S 84°29'43" W	30.00'
L8	S 89°06'13" E	30.00'
L9	S 89°06'13" E	30.00'
L10	S 0°53'47" W	31.97'

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L11	S 89°06'13" E	18.17'
L12	S 89°03'47" E	25.41'
L13	S 0°34'14" W	32.02'
L14	N 84°24'56" E	47.36'
L15	N 84°24'56" E	45.22'
L16	S 5°35'04" E	42.83'
L17	N 84°24'56" E	44.39'
L18	S 84°24'56" W	18.52'
L19	S 5°35'04" E	63.17'
L20	N 84°24'56" E	41.31'
L21	S 5°35'04" E	62.80'
L22	S 1°11'11" E	61.68'
L23	N 88°18'39" E	15.69'
L24	N 84°29'43" E	15.87'
L25	N 72°18'21" E	14.50'

DEDICATION STATEMENT

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNERS(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY DEDICATE THIS PLAN OF A NEW 25' WATER AND 25' SEWER EASEMENT WITH MY (OUR) OWN FREE CONSENT. FURTHER, I (WE) CERTIFY THE LAND AS SHOWN IS WITHIN THE PLATTING JURISDICTION OF THE CITY OF LENOIR, NORTH CAROLINA.

Kerry J Barnett 10/24/2024
OWNER SIGNATURE DATE
Kerry J Barnett - Authorized Signatory
PRINTED NAME

CERTIFICATE OF REVIEW OFFICER

I, MATTHEW DICKMAN, REVIEW OFFICER OF CALDWELL COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

10/24/24
REVIEW OFFICER DATE

CERTIFICATE OF RIGHT-OF-WAY ABANDONMENT

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNERS(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPTS THIS PLAN OF RIGHT-OF-WAY ABANDONMENT WITH MY (OUR) FREE CONSENT AND ABANDON RIGHT-OF-WAY AS SHOWN.

Kerry J Barnett 10/24/2024
OWNER SIGNATURE DATE
Kerry J Barnett - Authorized Signatory
PRINTED NAME

CERTIFICATION

I, TIMOTHY J. GRIFFITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS AS SHOWN ON PLAT), THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION LICENSE NUMBER AND SEAL THIS 22nd DAY OF October, A.D., 2024.

TIMOTHY J. GRIFFITH
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. L-5550

NORTH CAROLINA PROFESSIONAL SEAL L-5550 LAND SURVEYOR TIMOTHY J. GRIFFITH

RIGHT-OF-WAY ABANDONMENT
AND EASEMENT PLAT
VIRGINIA STREET SW
RIGHT-OF-WAY
LOCATED IN THE
CITY OF LENOIR,
CALDWELL COUNTY, NORTH CAROLINA

SCALE: 1" = 60' DATE: JUNE 27, 2024

REVISION	

Bowman
Bowman North Carolina LTD.
10180 Perimeter Pkwy, Suite 100
Charlotte, NC 28216
Phone (704) 412-7474
F-1445
www.bowman.com

© 2021 Bowman Consulting Group Ltd

DWG: V:\031624 - LNRA Lenoir NC\031624-01-001 (SUR) - LNRA Lenoir NC\Survey\Plats\ROW Abandonment\031624-01-001 Easement Plat | BY: SCM | CHK: TJG | QC:

BCG PROJECT NO: 031624-01-001 | TASK: 00001 | SURVEY DATE: 04/15/2024 | SHEET 1 OF 1

State of North Carolina

Caldwell County

WATER PURCHASE & ALLOCATION AGREEMENT #2

This WATER PURCHASE & ALLOCATION AGREEMENT #2 ("WPA Agreement #2") is made by and between Tapaha Dynamics, LLC, a Delaware corporation having an office at 1600 Amphitheatre Parkway, Mountain View, California 94043 ("Tapaha") and the City of Lenoir, North Carolina, a North Carolina Municipal Corporation ("City"), collectively referred to hereinafter as the "Parties."

WITNESSETH

WHEREAS, Tapaha and the City are among the parties to a MASTER AGREEMENT, dated December 19, 2006, ("Master Agreement") wherein Article Ill, Sect. 3.3 sets forth certain rights, obligations and duties of the Parties pertaining to water and sewer service, including provisions related to the upgrade of the City's water system as specifically set forth therein;

WHEREAS, Tapaha and the City are also among the parties to SUPPLEMENT NO. 1 TO MASTER AGREEMENT, also dated December 19, 2006, ("Supplement No. 1") which deleted Sects. 3.3 (c) & (d) of the Master Agreement, and which supplemented and amended the Master Agreement by the addition of provisions related to the rights, obligations and duties of the parties pertaining to water and sewer service, including expansion of the City's water system and system capacity as specifically set forth in said Supplement No. 1;

WHEREAS, Tapaha and the City are also parties to an initial WATER PURCHASE & ALLOCATION AGREEMENT dated November 14, 2017, which terminated the obligations of the City for its water plant expansion set out in Item 4 of SUPPLEMENT NO. 1 TO MASTER AGREEMENT and which revised the relationship and obligations of the parties as to the proposed expansion of the City's water system, Tapaha's use of the City's water system, and the City's allocation to Tapaha of water flow;

WHEREAS, the City has and continues to own and operate a water treatment and distribution system in compliance with its agreements, obligations and duties to Tapaha, and is engaged in the enterprise of managing, operating, and maintaining said system and selling potable water to the public within its service area, including to Tapaha;

WHEREAS, Tapaha intends to expand its "Facility," as that term is defined in the Master Agreement, west of Virginia Street onto property it currently owns but has not improved, including but not necessarily limited to current NCPINs 2748394394 and 2748287853.

WHEREAS, Tapaha has determined and has informed the City that it now needs increased "Additional Water Flow Allocation" and "Revised Flow Allocation" (as those terms are described and specifically set forth in the attached and incorporated Appendix No. 1 hereto) beyond the "Initial Water Flow Capacity" (as that term is described and specifically set forth in the initial Water Purchase & Allocation Agreement) to be available to its expanded "Facility," as that term is defined in the Master Agreement and modified above;

WHEREAS, the City has determined that upon execution of this agreement and receipt of the payments set out herein, it will provide such Additional Water Flow Allocation to Tapaha upon the conditions and specifications set forth herein. The City will then proceed to make water system improvements necessary to ensure the continued Additional Water Flow Allocation (the "Project"). Tapaha will pay and provide to the City a sum to offset the costs of the Project under the terms and conditions of this WPA Agreement #2;

WHEREAS, Tapaha is voluntarily entering into this WPA Agreement #2 to enable the City to construct water utility capital improvements in order to ensure its ability to provide the continued Additional Water Flow Allocation and has agreed to be financially responsible for such expenses; therefore the costs assessed to Tapaha under this WPA Agreement #2 are not "system development fees" under N.C. Gen. Stat. § 162A-201(9);

And WHEREAS, the Parties mutually desire to enter into this WPA Agreement #2 to sell and purchase water in accordance with the terms and provisions contained herein.

NOW THEREFORE, in consideration of the mutual covenants, conditions, agreements and terms contained herein, and other good and valid consideration, the parties hereto, intending to be legally bound hereby, agree and covenant as follows:

1. TERMS. Terms used in this WPA Agreement #2 shall have the same meaning as set forth or defined in the Master Agreement, Supplement No. 1 to the Master Agreement, and the initial Water Purchase & Allocation Agreement as specifically additionally set forth and defined herein.

2. TERMINATION OF INITIAL WATER PURCHASE & ALLOCATION AGREEMENT OBLIGATIONS FOR WATER PLANT EXPANSION. The initial Water Purchase & Allocation Agreement is hereby canceled in its entirety and this WPA Agreement #2 is hereby substituted in place of it. The City's acceptance and agreement to the obligations and duties herein constitute full and complete satisfaction of the duties and obligations under the initial Water Purchase & Allocation Agreement. Except as herein stated, the remaining portions of the Master Agreement and its Supplement No. 1 remain in full force and effect.

3. REVISED WATER FLOW ALLOCATION. Subject to the terms and conditions of this WPA Agreement #2, the City will provide to Tapaha total water flow allocation as specifically stated and described in the attached and incorporated Appendix 1 ("Revised Water Flow Allocation") for the term of this WPA Agreement #2 as set forth in Section 4 below. The City's acceptance and agreement to provide the Revised Water Flow Allocation also constitutes full and satisfactory completion of its duties and obligations for providing the Revised Water Flow Allocation of the initial Water Purchase & Allocation Agreement. Maximum daily flow of water is measured through metered connections which are located, prescribed, and maintained by the City.

The City will ensure that the Revised Water Flow Allocation is continuously available to Tapaha subject to usual and reasonable limitations, including firefighting, flushing, repairs, breaks, maintenance, droughts, Force Majeure acts and also those noted in Section 11 C and G of the General Provisions of this Agreement. Within thirty (30) days following Tapaha's compliance with its obligations under Section 6 of this WPA Agreement #2, the City will confirm in writing

the availability of the Revised Water Flow Allocation to Tapaha, as set forth in Appendix 1.

4. TERM. The initial term of this WPA Agreement #2 is a period of twenty-five (25) years ("Initial Term") following the City's written notice to Tapaha of the availability of the Revised Water Flow Allocation. At least 180 days prior to the expiration of the Initial Term, the Parties are to meet to negotiate in good faith an extension or replacement of this WPA Agreement #2 for a period of not less than ten (10) additional years, unless Tapaha notifies the City that it does not seek such extension or replacement. This WPA Agreement #2 will continue month-to-month after the Initial Term until the execution of such extension or replacement agreement or unless either party provides written notice to the other party of termination of such negotiations no sooner than twelve (12) months after commencement of negotiations. Notwithstanding the foregoing, this WPA Agreement #2 may terminate prior to the expiration of the Term in the event of cessation of operations of Tapaha as set forth below.

5. RESPONSIBILITY FOR PROJECT DESIGN AND OPERATION. The parties covenant and agree that all duties, authorities and liabilities in connection with the design, permitting, construction, operation, maintenance and repair of the City's water system as described in this Agreement are and will be the sole responsibility of the City and not of Tapaha, subject to the specified payment and other obligations set forth herein. However, the City shall not be responsible for design, permitting, construction, operation, water quality, maintenance or repair of water lines and system beyond the Service Delivery Points to Tapaha.

6. PAYMENT OF RESERVE CAPACITY FEE. Within 30 days of execution of this WPA Agreement #2, Tapaha is to pay to the City the sum of $6,880,000.00 U.S. dollars into an account supplied by the City.

7. OWNERSHIP BY CITY. All improvements, facilities, equipment, components, and appurtenances of the water system, including those contemplated by this agreement, are and will remain the sole property of the City, and Tapaha does not and will not claim any ownership interests therein. The City may at any time expand its water system capacity or seek additional potable water supply through neighboring systems.

The City owns water and sewer lines that run along and with Virginia Street. In the event Tapaha proceeds with its intended expansion of its "Facility" across Virginia Street, Tapaha may call on the City to close a portion of Virginia Street. Should that happen and the City does close a portion of the street, the City will retain sole ownership of all improvements, facilities, equipment, components, and appurtenances of the water and sewer lines, and Tapaha does not and will not claim any ownership interests therein. Furthermore, the City will retain an easement, to improve, repair, replace or upgrade in place or parallel, inspect, and otherwise monitor and maintain the water and sewer lines for their entire length across Tapaha's property. The parties contemplate a survey and recorded reservation of easement to carry out this provision.

The City will reasonably notify Tapaha by providing twenty-four (24) hours prior notice of its intent to access its easement within the secured site and Tapaha will grant the City access to its easement.

Notwithstanding, in the event of an Emergency (as defined below), the City will attempt, where

reasonably practicable, to notify Tapaha as set forth above to access the easements within the security gates, security checkpoints, or security entrances.

An "Emergency" is an unexpected situation that requires immediate action due to a legitimate threat or imminent danger to (a) human life, safety, health, or physical well-being, or (b) personal property, real property, or improvements located upon the property.

8. NO RESALE OF WATER. Tapaha shall not resell, give away, transfer, or otherwise dispose of water purchased from Lenoir to third-parties without the prior written permission of the City.

9. NO ASSIGNMENT. The rights of this WPA Agreement #2 may not be assigned to any third party except as allowed in Article VIII, Sect. 8.2 of the Master Agreement.

10. CESSATION OF OPERATIONS. In the event during the term of this WPA Agreement #2 that Tapaha subsequently ceases its operations at its Facility in Lenoir as described in either of the two events below, then Tapaha's rights and entitlement for the Revised Water Flow Allocation as described in this WPA Agreement #2 shall cease and shall revert to the City:

A. If Tapaha discontinues its operations at the Facility as described in Sect. 1.1 Cessations of Operations in the Master Agreement; or

B. If the City notifies Tapaha that, over a period of any six consecutive months (i.e. all of the days in six monthly billing periods), Tapaha's average daily water usage during that six- month period fell below the Minimum Average Daily Water Flow as defined in the attached Appendix 1 of this WPA Agreement #2, and if no alternative agreement between the parties has been reached within six months after delivery of that notification of that usage level.

11. GENERAL PROVISIONS.

A. Tapaha shall, during the period of this WPA Agreement #2, abide by and adhere to all water use policies, restrictions, and ordinances adopted now or subsequently adopted by City which impose temporary water use restrictions, water conservation requirements, moratoriums, and other such limitations on the use of water during times of emergency or drought conditions or during other situations which for public health or financial reasons justify said policies, restrictions, and ordinances, so long as such adherence by Tapaha is proportionately commensurate with its allotted share of the City's total water system capacity prior to the imposition of such policies, restrictions, or ordinances, and does not permanently reduce Tapaha's Additional Water Flow Allocation shown in Appendix No. 1.

B. The City will promptly notify Tapaha upon becoming aware of any activity, problem, or circumstance within the City's system that might present a danger to the health, safety, and welfare of water users. Further, the City shall take prompt and appropriate action to remedy such activity, problem, or circumstance within the City system and to avoid or minimize disruptions in service.

C. In the event of damage or destruction of the City's key water facilities or any emergency which, in the reasonable judgment of the City is likely to result in material loss or damage to the system or constitute a material threat to human health or safety, the City may temporarily suspend operation of its water system. The City's response to emergencies and other such unusual circumstances is to be in accordance with applicable policies, regulations, laws, and requirements and with such personnel and equipment as necessary to maintain or restore the operations of its water system in a timely manner with the least possible disruption or inconvenience to the users connected to the city's water system.

D. The Parties agree that should any disputes arise under this agreement, including but not limited to disputes pertaining to services, rates, or invoices, said disputes are to be resolved, if at all possible, through good faith negotiations between the parties. It is the intent of the City and Tapaha that legal action is a remedy of last resort and that a negotiated resolution, including the use of outside experts or mediators, is the preferred means of resolving disputes hereunder. Notwithstanding the preceding sentences in this Section, if the City is unable to provide the quantity of available capacity of the Revised Water Flow Allocation to Tapaha, as set forth in Appendix 1, then Tapaha reserves its rights under this WPA Agreement #2 to take such action as necessary to ensure the availability of the Revised Water Flow Allocation to Tapaha.

E. The agreement of the Parties regarding Sewer Service as set out in the Master Agreement remain unchanged, and the "Initial Sewer Discharge Capacity" remains in force.

F. The Parties, upon written request by Tapaha, will annually conduct a mutual review and joint analysis for planning purposes of past and projected future water usages and needs. The Parties will share appropriate information and data with each other to facilitate such review and planning. Such information is to include, but will not be limited, to the following:

1. The average daily flow for each month;

2. The maximum daily flow on the peak day of that month;

3. Except for trade secret and other confidential information, any guaranteed or reserved capacity, committed by contract, by tariff, or otherwise for any and all wholesale and retail customers in the aggregate receiving water from the City's water system, and not yet utilized by those customers;

4. The City's five- (5) year growth projections of water utilization;

5. The total permitted production capacity of the City's Water Treatment Facilities and distribution facilities (e.g. booster pump stations, storage facilities, interconnections etc.) as allowed by the operational parameters and most stringent regulations then applicable to the City's Water Treatment Facilities.

G. Default, Termination, Remedies

1. Termination for cause by City. This WPA Agreement #2 may be terminated prior to its stated expiration date by the City upon the happening of any the following events of default by Tapaha:

a. The failure of Tapaha to perform or observe any of its material covenants, agreements, obligations and/or duties created by this agreement.

b. The failure of Tapaha to make any payment required pursuant to the terms of this agreement within sixty (60) days of its receipt of notice from the City that any such payment is overdue.

2. Remedies of Tapaha for breach by City. If

a. the average daily flow on any month during the previous twelve month period, not including the water usage by Tapaha, plus

b. the guaranteed or reserved capacity quantities committed to other customers, not including the water usage by such other customers, as reported under Subsection F.3. above, plus

c. the Revised Water Flow Allocation for Tapaha,

is greater than the total permitted capacity reported pursuant to Subsection F.5. above (the difference of which shall be the "GPD Capacity Deficiency"),

then Tapaha, in its sole discretion and judgment, may choose to require the City to pay to Tapaha, within sixty days of written notice and demand from Tapaha to the City, an amount ("Payment Remedy") equal to

{(GPD Capacity Deficiency) / (Additional Water Flow Capacity as defined in the attached Appendix 1 of this WPA Agreement #2)} X (Reserve Capacity Fee as defined in Section 6 of this WPA Agreement #2) X {(The then-remaining term of this WPA Agreement #2) / (Term of this WPA Agreement #2)}.

In the event of the exercise of this Payment Remedy in this Subsection G.2., the Additional Water Flow Capacity and Revised Water Flow Capacity allocation commitments by the City to Tapaha shall be reduced at that time by the GPD Capacity Deficiency, as well as for purposes of reporting and recalculating any Payment Remedy in future years.

3. Upon the happening of any event which may constitute good cause for termination of this agreement or claims for breach or default as stated above, the aggrieved party is to provide written notice to the party committing the alleged violation setting forth in detail the alleged failure or deficiency. Thereafter, within thirty (30) days of receipt of notice of the alleged default, the parties to this agreement are to meet to discuss the circumstances and attempt to reach a

resolution.

H. NOTICES: For the purposes of this agreement, all notices required are deemed to have been properly served and will only be served when posted by certified United States mail, postage prepaid, return receipt requested, addressed to the party to whom directed at the address herein set forth or at such other address as may from time to time be designated in writing by either party:

To City of Lenoir:

City of Lenoir Manager
P. 0. Box 958
Lenoir, NC 28645

To Tapaha Dynamics, LLC:

Tapaha Dynamics, LLC
Attn: Legal Department
1600 Amphitheatre Parkway
Mountain View, CA 94043

I. This WPA Agreement #2 embodies the entire agreement between the parties in connection with this transaction, and there are no oral agreements, representations or inducements existing between the parties relating to this transaction, which are not expressly set forth herein. This agreement may not be modified except by a written agreement signed by all parties to this agreement. The payments hereunder and obligations herein constitute the entire agreement with regards to Tapaha's reservation of the Revised Water Flow Allocation and no additional payments will be required except as set forth herein. Neither party may sell, convey, or otherwise alienate the rights and obligations created herein without the prior written permission of the other party to this agreement, except as is allowed by Section 8.2 of the Master Agreement.

J. Nothing contained herein is to be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other party in any manner whatsoever. No joint agency is established by this Agreement pursuant to Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes, by other similar statutory authority authorizing interlocal cooperation between units of local government, or otherwise.

K. No written waiver by any party to this agreement at any time of any breach of any other provision of this agreement shall be deemed a waiver of a breach of any provision herein or consent to any subsequent breach of the same or any other provision.

L. The captions and article numbers appearing in this agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope of such paragraphs or articles of this agreement or in any way affect this agreement.

M. This agreement is to be governed by, subject to, and interpreted in accordance with the laws of the State of North Carolina. In the event of litigation for any alleged breach, enforcement or interpretation of rights under this WPA Agreement #2, the aggrieved party must provide notice to and meet in person with the alleged breaching party regarding any such claim or assertion, and thereafter the parties will exercise best efforts to resolve any such dispute in good faith prior to litigation. Any litigation arising

from and enforcing this WPA Agreement #2 is to be conducted in the State of North Carolina, and the parties do and will submit to the jurisdiction of the appropriate court in North Carolina for the purposes of such litigation.

N. Words of any gender used in this agreement include any other gender, and words in the singular number include the plural, when the sense requires. If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

O. This agreement may be executed in any number of counterparts, each of which when so executed and delivered is deemed an original, and it is not necessary in making proof of this agreement to produce or account for more than one such fully executed counterpart.

P. Except as provided herein, the rights and remedies provided for in this agreement are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

Q. CONFIDENTIALITY. The Parties acknowledge that this WPA Agreement #2 is subject to the North Carolina Public Records Act {NCGS §§ 132-1, *et seq.*) and the open meetings law {NCGS §§ 143- 318.9, *et seq.*) Tapaha asserts that this WPA Agreement #2 contains trade secret information that is confidential and that if the City receives public information or documents requests regarding such trade secret information, it will be addressed and governed by the terms of Sec. 8.4 of the Master Agreement and the applicable laws of the State of North Carolina in accordance with the provisions of Sec. 8.4 of the Master Agreement. Similarly, Project Contract documents and other information related to the key infrastructure assets of the City are to be kept confidential and Tapaha is not to disseminate them beyond the Parties without the City's prior written approval.

IN WITNESS WHEREOF, the parties have executed this agreement this the 24th day of October, 2024.

City of Lenoir, North Carolina

By: _____
Joseph L. Gibbons, Mayor

(SEAL)

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

Attest:

By: _____
Shirley M. Cannon, City Clerk

Tapaha Dynamics, L.L.C.

By: _____
Kerry J Barnett (Print Name)
Authorized Signatory (Title)

(SEAL)

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

By: _____
Donna Bean
Finance Officer of the City of Lenoir, North Carolina

CONFIDENTIAL

CONFIDENTIAL AND PROPRIETARY TRADE SECRET UNDER N.C. GEN. STAT. § 66-152
PROTECTED FROM DISCLOSURE UNDER N.C. GEN. STAT. § 132-1.2

APPENDIX No. 1

The "INITIAL WATER FLOW CAPACITY" is _____ gallons of potable water per day.

The "ADDITIONAL WATER FLOW ALLOCATION" is _____ gallons of potable water per day.

The "REVISED WATER FLOW ALLOCATION" is the total of the Initial Water Flow Capacity and the Additional Water Flow Allocation, being _____ gallons of potable water per day.

The "MINIMUM AVERAGE DAILY WATER FLOW" as referred to in subsection b. of the section titled "Cessation of Operations" of this agreement is _____ gallons of potable water per day.

WATER SERVICE DETAIL

Cumulative Expected Daily Water Use (mgd)	Cumulative Max Day Water Use (mgd)
____	____

Notes:

- Actual water use is dependent upon weather, operational, and technological conditions.
- Expected daily usage estimates are not intended as water or sewer reservations.
- Expected daily usage is based upon the latest information available at the time this agreement is executed. Actual usage could be lower or higher than reported on this chart, up to guaranteed max day values.
- Peak hour to max day peaking factor = 1____

CITY OF LENOIR

COUNCIL ACTION FORM

I. Agenda Item: Consideration to approve the submitted *LCRR Phase 3-Completion of Service Line Inventory Through Field Services* Scope of Services and Professional Services Agreement with Freese and Nichols, Inc. (FNI).

Background Information: Council directed staff to seek further funding through the Division of Water Infrastructure at the September 9, 2024 Council meeting. Freese and Nichols, Inc. has been the engineer of record for the previous two phases. Staff is requesting Council to extend their contract to include Phase 3 services.

II. Staff Recommendation: Staff recommends City Council approve the Scope of Services and Professional Services Agreement with Freese and Nichols, Inc. as presented.

III. Reviewed by:

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: Jeff Church

PROFESSIONAL SERVICES AGREEMENT

STATE OF NORTH CAROLINA §

COUNTY OF CALDWELL §

This Agreement is entered into by City of Lenoir (City) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for City and City utilizing these services, the parties hereby agree:

I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, City agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as City of Lenoir **LCRR Phase 3 – Completion of Service Line Inventory Through Field Services**.

II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of City which is attached to and made a part of this Agreement.

III. **COMPENSATION:** City agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of $155,000.00.

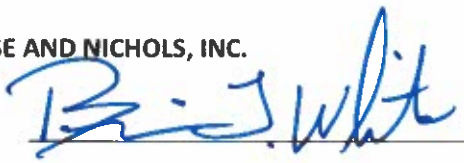
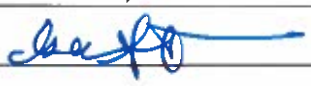
IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the City and FNI.

V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of North Carolina. Venue of any legal proceeding involving this Agreement shall be in Caldwell County, North Carolina.

VI. **EFFECTIVE DATE:** The effective date of this Agreement is _____.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the City and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the City and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF LENOIR, NC		**FREESE AND NICHOLS, INC.**	
By:	_____	By:	
Name:	_____	Name:	Brian T. White
Title:	_____	Title:	Principal / Vice President
Date:	_____	Date:	October 22, 2024
Attest:	_____	Attest:	

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

PROJECT UNDERSTANDING

The U.S. Environmental Protection Agency (EPA) released Lead and Copper Rule Revisions (LCRR) on January 15, 2021, setting new standards aimed at removing harmful levels of lead and copper from drinking water. The LCRR went into effect on December 16, 2021 with a compliance date of October 16, 2024. This revision requires cities and other water utilities to take significant action to protect customers from the health risks associated with lead and copper to comply with the LCRR. On October 7, 2024 the EPA released the Lead and Copper Rule Improvements (LCRI) to further clarify and strengthen the LCRR. Lenoir has met the LCRR compliance requirements due October 16, 2024 but will continue to develop their Service Line Inventory over the next few years and prepare for LCRI requirements.

Freese and Nichols, Inc. (FNI) recommends the City of Lenoir (City) achieve compliance through a phased approach as follows.

- **Completed Phases not Included in this Scope and Fee:**
    - Phase 1 – LCRR Data Collection and Effort Assessment
    - Phase 2 – Initial Service Line Inventory Development
- **Current Phase:** Phase 3 – Completion of Service Line Inventory Through Field Services
- **Future Phases not Included in this Scope and Fee:**
    - Phase 4 –Additional Compliance Preparations for the Lead and Copper Rule Improvements Compliance Deadline (Sample Plan Update, Schools Sampling and Public Communication)
    - Phase 5 – Lead Service Line Replacement

The level of effort related to Phase 4 and 5 may be prepared as part of a future proposal if and when requested by the City. A detailed description of the work associated with each phase of the compliance program can be found in the *Phase 1 Initial Risk and Resource Screening Report*.

BASIC SERVICES

FNI will provide the following basic services for **Phase 3 – Completion of Service Line Inventory Through Field Services (Project).** The goal of this phase is to assist Lenoir with continuing development of their Service Line Inventory (SLI) to reduce the number of service lines of unknown material. Phase 3 will include field inspection planning, SLI support and development, and funding support.

Task A: Project Management:

FNI will coordinate project management, quality assurance and quality control, and regular client meetings with the City.

1. Project Management: FNI will provide planning, monitoring, and control of the Project, as well as team coordination and project administration.

2. Quality Assurance and Quality Control: FNI will provide Quality Assurance and Quality Control (QA/QC) review of collected data, planning, and documentation for the Project. FNI's senior advisor(s) will provide Project guidance and review of all deliverables.

3. Meetings: FNI will coordinate up to fourteen (14) virtual monthly meetings with the City to discuss progress with Tasks B and C. The effort for the monthly meetings and associated deliverables will be distributed between Tasks B and C.

Task A Deliverables:

1. Meeting agendas (email)
2. Meeting minutes (email and/or PDF)
3. Monthly progress reports (PDF delivered with monthly invoice)
4. Monthly invoices (divided into effort per Project Task)

Task A Assumptions:

1. The project will have a fourteen (14) month duration.
2. Discussion of Task B and Task C progress and deliverables will take place during the monthly progress meetings unless additional meetings are specified below.
3. The Project invoice will list effort per Task (A – D).

Task B: Field Inspection Planning:

FNI will assist Lenoir with field inspection planning to support the City with reducing service lines of unknown material in their SLI.

1. Procurement Support: FNI will provide a scope of work, including a system map, that Lenoir can include in a Request for Proposals (RFP) to procure inspection contractors. FNI will review contractor proposals and make a recommendation on contractor selection to the City. FNI will develop questions and host interviews with the top three (3) contractors if multiple contractors submit to help in selecting contractors for field inspections.

2. Field Inspection Location Planning: FNI will support Lenoir with field inspection location planning to help prioritize areas of Lenoir's water system for service line material verification. Areas for prioritization include areas that potentially meet the representative distribution criteria in the North Carolina Department of Environmental Quality's (NC DEQ) *Service Line Inventory Statistical Methods and Predictive Modeling Guidance for North Carolina*.

3. Field Inspection Data Review: FNI will support Lenoir with review of service line material data gathered through inspections and provide feedback and updated instructions for inspectors, as needed, to ensure the data gathered can be used in the SLI.
    a. Coordinate up to one (1) in-person meeting and two (2) virtual meetings with the City and contractor(s) to kickoff field inspection efforts.
    b. Review the service line material data from field inspections conducted from the City's current vendor contract and provide direction to improve data entry going forward.
    c. Provide weekly QC of service line material data and photos (2 – 4 hours per week) exported from the City's Diamond Maps application. Data will be examined for gaps or items requiring clarification. FNI will provide follow up questions and/or direction to the City and contractors, as needed.
    d. Provide monthly progress reports (by email with an Excel spreadsheet and at meetings specified in Task A) summarizing the inspection progress, notable issues (related to inspection process or customer interactions) and their resolution, and upcoming inspection goals.

4. Predictive Modeling Feasibility Assessment: FNI will conduct a predictive modeling feasibility

assessment using NC DEQ's *Service Line Inventory Statistical Methods and Predictive Modeling Guidance for North Carolina*. FNI will use Lenoir's SLI and field inspection service line material verification results for the feasibility assessment. FNI will coordinate email correspondence and up to two (2) meetings with the North Carolina Department of Environmental Quality (NC DEQ) to discuss predictive modeling questions.

Task B Deliverables:

1. Scope of Work (Word document) and system map (PDF)
2. Table of service lines prioritized for field inspection (Excel spreadsheet with a common service line identifier that the City can relate to their Diamond Maps application)
3. Monthly field inspection service line material verification QC notes (Word document and/or Excel spreadsheet) for up to twelve (12) months
4. Monthly field inspection progress reports (Excel spreadsheet) for up to twelve (12) months.
5. Predictive modeling feasibility assessment documentation (PDF)

Task B Assumptions:

1. The City will prepare the bid packet for the RFP and coordinate the bid submittal process.
2. The City will select and manage contractor(s), and all inspection contracts will be directly between the City and its contractor(s) rather than through this contract as a subconsultant.
3. The City will be the primary point of contact for contractor(s).
4. FNI will directly communicate to contractor(s) with the City's permission.
5. For Field Inspection Location Planning, Task B2 does not include effort to determine the exact locations or quantities for field inspections, which are anticipated to depend on several factors not evaluated in this Project (e.g., homeowner permissions, vendor costs). The system will be categorized spatially with a target number of inspections in certain regions to assist the City with getting a broadly representative dataset.

Task C: Service Line Inventory Support and Development:

FNI will assist Lenoir with SLI support and development to meet LCRR compliance requirements in 2025.

1. 2024 Initial Inventory Support: FNI will support Lenoir with responding to NC DEQ based on the support FNI provided to the City for their 2024 Initial Inventory submittal. Support may be provided in emails or up to one (1) virtual meeting with NC DEQ. No new analysis or materials will be developed as a part of this scope item.

2. SLI GIS Support: FNI will support Lenoir with updating the service line installation dates in the SLI hosted on Diamond Maps. FNI will provide Lenoir with a GIS shapefile of water service lines and their associated parcel construction dates from FNI's previous analysis in Phase 2 services. FNI will coordinate up to one (1) virtual meeting with City staff and Diamond Maps staff to support City staff with importing the service line installation dates into Lenoir's existing SLI on Diamond Maps.

3. SLI Completion and Maintenance Plan: FNI will develop a SLI completion and maintenance plan (Plan) that details the approach to completing the SLI using field services and/or predictive modeling to reduce service lines of unknown material. The plan may include:
    a. Plan goals, objectives, and delineated responsibilities.
    b. Documentation of State and Federal requirements (LCRR and LCRI) for SLI completion published at the time of Plan development.
    c. Documentation of permitting requirements, notification requirements, and utility-location information.

d. High-priority areas for field inspection efforts, proposed as part of Task B2.
e. Field inspection methods to be utilized and standard operating procedures (SOPs).
f. Public communication materials, including a door hanger template and a 1-page brochure, for the City's use in explaining the purpose and need of the field inspections.

4. Support with SLI Submittal to NC DEQ in 2025: FNI will support Lenoir with preparing the SLI ahead of NC DEQ's 2025 submittal deadline. Support will include a QC of the City's NC DEQ spreadsheet template content.

5. Support with Service Line Material Notification Letters (Annual Letters) Preparation in 2025: Support Lenoir with preparing updated Annual Letters templates to water customers with lead, galvanized requiring replacement, or unknown service line ahead of NC DEQ's 2025 submittal deadline. The updated Annual Letters templates will incorporate any feedback from water customers and NC DEQ based on the 2024 Annual Letters.

6. Support with Public Communication Materials in 2025: FNI will support Lenoir with preparing updated public communication materials (webpage content, FAQs) to accompany the 2025 SLI submittal to NC DEQ and 2025 Annual Letters. The updated public communication materials will incorporate any feedback from water customers and NC DEQ based on 2024 public communication materials.

Task C Deliverables:

1. SLI Completion and Maintenance Plan (Word, Excel, and/or PDF)
2. 2025 SLI submittal QC notes (Word and/or Excel)
3. Updated Annual Letter templates (Word)
4. Updated Public Communication materials (Word)

Task C Assumptions:

1. The City will make all necessary GIS edits for their SLI in Diamond Maps. FNI will not edit the City's SLI in Diamond Maps.
2. The City will submit required documentation to NC DEQ by 2025 submittal deadlines.
3. The City will publish public communication materials.

Task D: Funding Assistance

FNI will assist Lenoir with applying to the NC DEQ Division of Water Infrastructure (DWI) Drinking Water State Revolving Funding (DWSRF) – Lead Service Line Replacement (LSLR) program for a $1 million Inventory Project in the November 1, 2024 award cycle.

1. The City will provide FNI with data needed to complete the DWSRF-LSLR application.
2. FNI will prepare and submit the application to NC DEQ DWI on behalf of the City.
3. FNI will assist the City with responding to requests for information from NC DEQ during the review process and if the City is awarded funding, including preparing an Inventory Project Scope of Work.
4. FNI will prepare and submit the Inventory Project Scope of Work to NC DEQ DWI on behalf of the City.
5. FNI will coordinate up to four (4) meetings with the City to prepare the funding application and Inventory Project Scope of Work.
6. FNI will coordinate up to two (2) meetings with NC DEQ to answer questions about the funding process.

Task D Deliverables:

1. DWSRF-LSLR Inventory Project application materials (Word and PDF)
2. DWSRF-LSLR Inventory Project Scope of Work (Word and PDF)

Task D Assumptions:

1. The City will manage all funding award logistics if awarded funding.

FEE

Task	Fee
Task A: Project Management	$ 14,800
Task B: Field Inspection Planning	$ 91,000
Task C: Service Line Inventory Support and Development	$ 35,400
Task D: Funding Assistance	$ 13,800
Total Project Budget	**$ 155,000**

SCHEDULE

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following project duration: October 2024 – December 2025.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

RESPONSIBILITIES OF OWNER

Owner shall perform the following in a timely manner so as not to delay the services of FNI:

1. Designate in writing a person to act as the City's representative with respect to the services to be rendered under this scope and fee, with contract authority to give instructions and make decisions with respect to FNI's services for the project.
2. Perform or arrange to have performed at no cost to FNI all field inspection activities using the SOP provided by FNI, unless Special Services task outline above is procured.
3. Notify and communicate with the public, including soliciting participation among residents in the neighborhoods identified by FNI for voluntary participation in the field investigation pilot study and sampling procedures.
4. Provide the final residential participant list for preliminary field investigations in coordination with FNI's recommendations and results of the City's use of FNI's communication templates.
5. Obtain any required permits and notify the customers who opt into the service line identification field inspection work, as well as obtain rights of entry, as necessary.
6. Provide all necessary WQP and lead/copper testing.
7. Provide all criteria and full information as to the City's requirements for the Project, including objectives and constraints, capacity and performance requirements, and any budgetary limitations.
8. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to completion of the Project.
9. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI and render in writing decisions pertaining thereto within a reasonable time so as not to delay or cause rework for services provided by FNI.

10. Attend project meetings.
11. Give prompt written notice to FNI whenever the City becomes aware of any development that affects the scope or timing of FNI's services.
12. Furnish, or direct FNI to provide, Additional Services as stipulated below.
13. Bear all costs incidental to compliance with the requirements of these responsibilities reserved to the City.

ADDITIONAL SERVICES (NOT INCLUDED IN THIS SCOPE)

Additional Services are not included as part of this scope but can be included in a future contract amendment at the City's request.

1. Advanced screening of potential field inspection locations using online imagery to avoid locations requiring street, curb, or sidewalk.
2. Permitting support for any permits required for service line excavation.
3. Buried utility location support ahead of service line excavation.
4. Contract modifications, studies, or analyses required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
5. Presentation of results or testimony before elected officials, courts, or regulatory agencies outside of those described in the Basic Services and Special Services.
6. Providing Basic Services on an accelerated time schedule as compared to that presented in this scope and fee.
7. Delineation of new assets in GIS.
8. Survey.
9. Verification of the accuracy of drawings, GIS data, or other information furnished by the City.
10. Repairs of service lines found to be leaking or damaged as part of the visual inspection program.
11. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications except where identified in Basic Services.
12. Laboratory testing.
13. Permitting assistance and environmental / ecological studies.
14. Services for Phases 4 and through 5 excluded from this Scope and Fee.

DESIGNATED REPRESENTATIVES

FNI and Owner designate the following representatives:

Owner's Designated Representative –

Jeff Church
City of Lenoir
Director of Public Utilities
P.O. Box 958
801 West Ave. NW
Lenoir, NC 28645
(828) 757-4459 x3709
jeff.church@lenoirnc.gov

FNI's Designated Representative –

Brian T. White, PE
1017 Main Campus, Suite 1200
Raleigh, NC 27606
(919) 606-4275
brian.white@freese.com

FNI's Accounting Representative –

Sharon James
801 Cherry Street, Fort Worth, TX 76102
(817) 735-7298
sharon.james@freese.com

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.

2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.

3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.

4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

Commercial General Liability	Workers' Compensation
$2,000,000 General Aggregate	As required by Statute
Automobile Liability (Any Auto)	Professional Liability
$1,000,000 Combined Single Limit	$3,000,000 Annual Aggregate

5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

   FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to City and in acceptance of Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

   If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

   If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If City designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.

11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where City is named as an indemnified party.

12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.

14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.

16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.

17. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

    Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

CITY OF LENOIR
COUNCIL ACTION FORM

I. **Agenda Item:** Consideration of a Capital Project Budget Ordinance for the Water Capital Projects.

II. **Background Information:** Attached for your consideration is a Capital Project Budget Ordinance to authorize activities for the Water Capital Projects as agreed upon in the Water Purchase and Allocation Agreement #2.

III. **Staff Recommendation:** Request City Council to adopt the Capital Project Budget Ordinance for the Water Capital Projects as agreed upon in the Water Purchase and Allocation Agreement #2 attached in the amount of $6,880,000.00.

IV. **Reviewed By:**

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Capital Project Ordinance for the City of Lenoir

Water Capital Projects

BE IT ORDAINED by the City Council Members of the City of Lenoir, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorizes activities for the Capital Project for the Water Capital Projects to include the expenditures covered in the Water Purchase and Allocation Agreement #2 attached.

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

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

Water Capital Projects Expenditures	$6,880,000.00
Total	$6,880,000.00

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

Other Funding Sources - Donation	$6,880,000.00
Total	$6,880,000.00

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 8: Copies of this capital project ordinance shall be furnished to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 5th day of November, 2024.

_____
Mayor

_____
Clerk

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

Small Business Saturday 2024

WHEREAS, the City of Lenoir, North Carolina, celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States; and

WHEREAS, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

Whereas, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

WHEREAS, the City of Lenoir supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Mayor Joseph L. Gibbons, on behalf of the City of Lenoir City Council, do hereby proclaim Saturday, November 30th, as

SMALL BUSINESS SATURDAY

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

This the 5th day of November 2024.

SEAL

_____
Joseph L. Gibbons, Mayor

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 2118 Haven Cir SW.

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, **HUFFMAN MILLARD L,** 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 July 11, 2024 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: **2118 Haven Cir SW**
Lenoir, North Carolina
Parcel-ID 09140 1 29
NCPIN 2758538628

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 5th day of November, 2024.

_____

JOSEPH L. GIBBONS
MAYOR

ATTEST:

_____

SHIRLEY M. CANNON
CITY CLERK

APPROVED AS TO FORM:

_____

Timothy J. Rohr
CITY ATTORNEY

Minimum Housing Violation Affidavit
(2118 Haven Cir SW)

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 2118 Haven Cir SW. NCPIN: 2758538628. 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

10/29/24
Date

Robert Teague

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned Notary Public, do hereby affirm that John R. Teague personally appeared before me on the 29th day of October, 2024 and signed the above Affidavit ad hid free and voluntary act and deed.

Notary Public

LAUREN HARTLEY NOTARY PUBLIC CALDWELL COUNTY, NC

Owner: HUFFMAN MILLARD L
Property: 2118 Haven Cir
NC Pin: 2758538628
Minimum Housing Violation Timeline

The following information was provided by City Housing Inspector Robert Teague

- **April 17, 2024**. 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. 9589 07410 5270 0031 5687 98

- **July 11, 2024**. 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. 9589 0710 5270 0031 5586 07

- **August 23, 2024.** 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 2118 Haven Cir. The City Council will consider this ordinance for adoption at the October 15, 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 October 15, 2024. All fees accumulated from the demolition will be placed as a lien on the property.
  Certified Mail No. 9589 0710 5270 0700 7177 77

- **August 27, 2024.** On this day the property was posted with the Minimum Housing Initial Letter, Minimum Housing Violation/Order to Abate Letter, and Final Notice Letter.

- **October 03 2024**. Upon missing the deadline for the October 15, 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 2118 Haven Cir. The City Council will consider this ordinance for adoption at the November 5, 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 November 5, 2024. All fees accumulated from the demolition will be placed as a lien on the property.
  Certified Mail No. 9589 0710 5270 0031 5594 75

- **October 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 October 24, 2024 and Thursday October 31, 2024.

- At this time it is requested that an ordinance be passed for the demolition of the dwelling at 2118 Haven Cir. Demolition will take place after November 5, 2024 and all fees accumulated will be placed as a lien on the property.

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

Owner	HUFFMAN MILLARD L
	2118 HAVEN CIR LENOIR, NC 28645
Acct Number	25538
Parcel ID	09140 1 29
NCPIN	2758538628

Deferred Val	$	
Assessed Val	$19,600	
Calc Acreage	0.33070873	
Land Units	100 (FF)	
Legal Desc	0367/0455 1959	0.00
Plat Ref	00000/00000	
Property Addr	2118 HAVEN CR	

Caldwell County

1:369

0 0.003 0.006 0.012 mi

0 0.005 0.01 0.02 km

October 15, 2024

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 2118 Haven Cir on Tuesday November 5, 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 HUFFMAN MILLARD L, and any other persons having or claiming an interest in the property 2118 HAVEN CIR SW, Lenoir NC 28645 NC Pin 2758538628 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

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Order to Abate

07/11/2024

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0031 5586 07

To: **HUFFMAN MILLARD L**, owner(s) of property located at **2118 HAVEN CR** (NCPIN:2758538628) 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. 10-59 structure

This is the final determination for the property listed above. The property was found to be in violation of the City of Lenoir Minimum Housing standards. In order to abate the violations the house on the property much be removed. .

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.

Please remember this is an official notice, and your immediate attention is required. You may file an appeal to the Board of Adjustment within 30 days, specifically by August 11,2024. Appeals carry an administrative cost as determined by the City Council.

Sincerely

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

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Hearing Notice

04/17/2024

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0031 5687 98

To: **HUFFMAN MILLARD L**, owner(s) of property located at **2118 HAVEN CR** (NCPIN:2758538628) in the City of Lenoir, North Carolina.

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

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

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

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

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

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

Housing Sec. 10-56 Unfit for Human Habitation
Every dwelling and unit used as human habitation, or held out for use as a human habitation, must comply with all of the minimum housing standards and all requirements of the NC Building Code. No person shall occupy as owner-occupant, or let to another for occupancy or use a human habitation, any dwelling or dwelling unit which does not comply with all of the minimum standards for fitness for human habitation and all requirements of the NC Building Code.

Housing Sec. 10-59 structure
Evidence of structural issues (Sec. 10-59)

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

Stage of the Investigation: **Initial Investigation**

Failure to comply will result in actions including, but not limited to, civil penalties, posting, and/or city 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

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Final Notice of Abatement

08/23/2024

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0700 7177 77

Re: Minimum Housing Determination
2118 HAVEN CR, LENOIR, NC 28645
Parcel: 2758538628

HUFFMAN MILLARD L

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 2118 HAVEN CR within 30 days of 07/11/2024.

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 10/15/2024 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

I, Robert Teague am providing the order to abate and certifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (160D-1208(a)).

Sincerely,

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

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Final Notice of Abatement

10/03/2024

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0031 5594 75

Re: Minimum Housing Determination
2118 HAVEN CR, LENOIR, NC 28645
Parcel: 2758538628

HUFFMAN MILLARD L

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 2118 HAVEN CR within 30 days of 07/11/2024.

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 11/5/2024 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

I, Robert Teague am providing the order to abate and certifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (160D-1208(a)).

Sincerely,

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

CERTIFIED MAIL

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

9589 0710 5270 0031 5585 77

GREENSBORO NC 270
24 AUG 2024PM 5 L

US POSTAGE PITNEY BOWES
ZIP 28601 $ 009.64⁰
02 4W
0000390579 AUG 24 2024

9/3/24

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

NMR

NIXIE 274 DE 1081 0008/30/24
2AC5<-
RETURN TO SENDER
NO MAIL RECEPTACLE
UNABLE TO FORWARD

BC: 28645095858 *2180-05685-30-37

NMR

28645>095 8

291257 34 GRCOMPT 28654

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

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

9/3/24

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

NMR

NIXIE 274 DE 1081 0008/30/24
2AC5<-
RETURN TO SENDER
NO MAIL RECEPTACLE
UNABLE TO FORWARD

BC: 28645095858 *2180-05685-30-37

NMR

28645>095 8

291257 34 GRCOMPT 28654

CERTIFIED MAIL®

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

9589 0710 5270 0031 5585 77

GREENSBORO NC 270
24 AUG 2024PM 5 L

US POSTAGE PITNEY BOWES
ZIP 28601 $ 009.64⁰
02 4W
0000390579 AUG 24 2024

9/3/24

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

NMR

NIXIE 274 DE 1081 0008/30/24
RETURN TO SENDER
NO MAIL RECEPTACLE
UNABLE TO FORWARD
BC: 28645095858 *2180-05685-30-37

NMR

28645>0958

291257 34 GRCONP1

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

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

9/3/24

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

NMR

NIXIE 274 DE 1081 0008/30/24
RETURN TO SENDER
NO MAIL RECEPTACLE
UNABLE TO FORWARD
BC: 28645095858 *2180-05685-30-37

NMR

28645>0958

291257 34 GRCONP1

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

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

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

10/22/24

NIXIE 274 DE 1081 0010/20/24
2ACS<-
RETURN TO SENDER
VACANT
UNABLE TO FORWARD

VAC BC: 28645095858 *2180-04336-20-36
28645>0958
307314 34 IRCONP1 2864

CERTIFIED MAIL®

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

9589 0710 5270 0031 5594 75

GREENSBORO NC 270
5 OCT 2024 PM 1 L

US POSTAGE PITNEY BOWES
ZIP 28601 $ 009.64⁰
02 4W
0000373342 OCT 04 2024

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

NIXIE 274 DE 1 0010/09/24
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 28645095858 *0180-05845-05-42

VAC

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

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

NMR

NIXIE 274 DE 1081 0004/23/24
RETURN TO SENDER
NO MAIL RECEPTACLE
UNABLE TO FORWARD

NMR
28645>5136
28641 1 44 BRCONP1 2864

CITY OF LENOIR
NC ★ CREATE WITH US

PO BOX 958
801 WEST AVENUE NW
LENOIR, NC 28645

CERTIFIED MAIL®

9589 0710 5270 0031 5687 98

GREENSBORO NC 270
18 APR 2024 PM 4 L

US POSTAGE PITNEY BOWES
ZIP 28601 $ 008.69⁰
02 4W
0000390579 APR 18 2024

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

NMR

NIXIE 274 DE 1 0004/23/24
RETURN TO SENDER
NO MAIL RECEPTACLE
UNABLE TO FORWARD

NMR

CERTIFIED MAIL

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

9589 0710 5270 0031 5586 07

GREENSBORO NC 270
PIEDMONT TRIAD AREA
12 JUL 2024 PM 5 L

US POSTAGE
ZIP 28601 $ 008.69⁰
02 4W
0000390579 JUL 12 2024

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

VAC

NIXIE 274 DE 1 0007/20/24
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
RC: 286450005850 *0588-04050-13-01

9337939211400651 VAC
28645-886721

2

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

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

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

VAC

NIXIE 274 DE 1981 0007/20/24
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
RC: 286450005850 *2188-10200-20-04

9337939211400651 VAC
267424 34 CRC

2

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Final Notice of Abatement

09/23/2024

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0700 7177 77

Re: Minimum Housing Determination
2118 HAVEN CR, LENOIR, NC 28645
Parcel: 2758538628

HUFFMAN MILLARD L

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 2118 HAVEN CR within 30 days of 07/11/2024.

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 10/15/2024 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

I, Robert Teague am providing the order to abate and certifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (160D-1208(a)).

Sincerely,

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

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Hearing Notice

04/17/2024

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0031 5687 98

To: **HUFFMAN MILLARD L**, owner(s) of property located at **2118 HAVEN CR** (NCPIN:2758538628) in the City of Lenoir, North Carolina.

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

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

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

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

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

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

Housing Sec. 10-56 Unfit for Human Habitation
Every dwelling and unit used as human habitation, or held out for use as a human habitation, must comply with all of the minimum housing standards and all requirements of the NC Building Code. No person shall occupy as owner-occupant, or let to another for occupancy or use a human habitation, any dwelling or dwelling unit which does not comply with all of the minimum standards for fitness for human habitation and all requirements of the NC Building Code.

Housing Sec. 10-59 structure
Evidence of structural issues (Sec. 10-59)

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

Stage of the Investigation: **Initial Investigation**

Failure to comply will result in actions including, but not limited to, civil penalties, posting, and/or city 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

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Order to Abate

07/11/2024

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0031 5586 07

To: **HUFFMAN MILLARD L**, owner(s) of property located at **2118 HAVEN CR** (NCPIN:2758538628) 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. 10-59 structure

This is the final determination for the property listed above. The property was found to be in violation of the City of Lenoir Minimum Housing standards. In order to abate the violations the house on the property much be removed.

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 assessments.

Section 1-15 Civil and Criminal Penalties

(b) 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 (k), 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.

Please remember this is an official notice, and your immediate attention is required. You may file an appeal to the Board of Adjustment within 30 days, specifically by August 11,2024. Appeals carry an administrative cost as determined by the City Council.

Sincerely

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

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Final Notice of Abatement

08/23/2024

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0709 7172 77

Re: Minimum Housing Determination
2118 HAVEN CR, LENOIR, NC 28645
Permit: 2758539528

HUFFMAN MILLARD L

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 2118 HAVEN CR within 30 days of 07/11/2024.

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 10/15/2024 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

I, Robert Teague am providing the order to abate and certifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (160D-1208(a)).

Sincerely,

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

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Hearing Notice

04/17/2024

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0031 5587 08

To: **HUFFMAN MILLARD L**, owner(s) of property located at **2118 HAVEN CR** (NCPIN:2758539528) in the City of Lenoir, North Carolina.

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

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

As the legal owner(s), you have ten (10) days to contact the City of Lenoir Planning Department to arrange for a site inspection/on-site hearing to discuss the violations. - Please contact the Code Compliance Officer - Robert Teague Call (828-757-2212) or email @ rteague@ci.lenoir.nc.us 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(k) Abandoned
The dwelling is abandoned and unsecure, creating conditions detrimental to public health and safety as described in Sec. 10-2(k)

Housing Sec. 10-56 Unfit for Human Habitation
Every dwelling unit used as human habitation, or held out for use as a human habitation, shall 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. 10-55 structure
Evidence of structural issues (Sec. 10-55)

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 than the case will be closed and no further action will be required. Please contact me to schedule a time for an onsite hearing.

Stage of the Investigation: Initial Investigation

Failure to comply will result in actions including, but not limited to, civil penalties, posting, and/or city 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

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Order to Abate

07/11/2024

HUFFMAN MILLARD L
2118 HAVEN CIR
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0031 5586 97

To: **HUFFMAN MILLARD L**, owner(s) of property located at **2118 HAVEN CR** (NCPIN:2758539528) 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(k) Abandoned

Housing Sec. 10-56 Unfit for Human Habitation

Housing Sec. 10-55 structure

This is the final determination for the property listed above. The property was found to be in violation of the City of Lenoir Minimum Housing standards. In order to abate the violations the house on the property must be removed.

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.

Each day's delay for fees, have the same priority, and be enforced and the costs collected as the lien for special assessments.

Section 1-15 Civil and Criminal Penalties

(a) Violation of any provision of this Code, not otherwise as provided in this table 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 (d), to be assessed by the city or 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. This section shall be in addition to any other penalty provided by the citation, and shall be delivered in person or by mail to the offender.

Please remember this is an official notice, and your immediate attention is required. You may be of appeal to the Board of Adjustment within 10 days, specifically to August 15 2024, hereafter every an administrative limit as determined by the City Council.

Sincerely,

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

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 1325 Underdown Ave SW.

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, **DAMERON MARY LOUISE BOLICK,** 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 July 08, 2024 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: **1325 Underdown AVE SW**
Lenoir, North Carolina
Parcel-ID 06 39 2 6
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 5th day of November, 2024.

_____

JOSEPH L. GIBBONS
MAYOR

ATTEST:

_____

SHIRLEY M. CANNON
CITY CLERK

APPROVED AS TO FORM:

_____

Timothy J. Rohr
CITY ATTORNEY

Minimum Housing Violation Affidavit
(1325 Underdown Ave Sw)

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 1325 Underdown Ave Sw. NCPIN: 2749548343. 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

10/29/24
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 29th day of October, 2024 and signed the above Affidavit ad hid free and voluntary act and deed.

Notary Public

LAUREN HARTLEY NOTARY PUBLIC CALDWELL COUNTY, NC

Owner: DAMERON MARY LOUISE BOLICK
Property: 1325 UNDERDOWN AVE SW
NC Pin: 2749548343
Minimum Housing Violation Timeline

The following information was provided by City Housing Inspector Robert Teague

- **March 28, 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 5330

- **July 8, 2024**. 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. 9589 0710 5270 0031 5555 14

- **August 23, 2024.** 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 1325 Underdown AVE SW. The City Council will consider this ordinance for adoption at the October 15, 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 October 15, 2024. All fees accumulated from the demolition will be placed as a lien on the property.
  Certified Mail No. 9589 0710 5270 0031 5555 52

- **August 27, 2024.** On this day the property was posted with the Minimum Housing Initial Letter, Minimum Housing Violation/Order to Abate Letter, and Final Notice Letter.

- **October 03 2024**. Upon missing the deadline for the October 15, 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 1325 Underdown AVE SW. The City Council will consider this ordinance for adoption at the November 5, 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 November 5, 2024. All fees accumulated from the demolition will be placed as a lien on the property.
  Certified Mail No. 9589 0710 5270 0031 5556 75

- **October 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 October 24, 2024 and Thursday October 31, 2024.

- At this time it is requested that an ordinance be passed for the demolition of the dwelling at 1325 Underdown AVE SW. Demolition will take place after November 5, 2024 and all fees accumulated will be placed as a lien on the property.

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 1325 Underdown Ave SW on Tuesday November 5, 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 DAMERON MARY LOUISE BOLICK, and any other persons having or claiming an interest in the property 1325 UNDERDOWN AVE SW, Lenoir NC 28645 NC Pin 2749548343 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

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

Owner	DAMERON MARY LOUISE BOLICK
	1325 UNDERDOWN AVE SW LENOIR, NC 28645
Acct Number	48396
Parcel ID	06 39 2 6
NCPIN	2749548343

Deferred Val	$0
Assessed Val	$19,500
Calc Acreage	0.229997
Land Units	56 (FF)
Legal Desc	0903/0738 0086 0.00
Plat Ref	00000/00000
Property Addr	1325 UNDERDOWN AV

Caldwell County

1:369

0 0.003 0.006 0.012 mi

0 0.005 0.01 0.02 km

October 14, 2024

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Hearing Notice

03/28/2023

DAMERON MARY LOUISE BOLICK
1325 UNDERDOWN AVE SW
LENOIR, NC 28645

Certified Mail: 7021 1970 0001 6843 5330

To: **DAMERON MARY LOUISE BOLICK**, owner(s) of property located at **1325 UNDERDOWN AV** (NCPIN:2749548343) in the City of Lenoir, North Carolina.

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

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

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

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

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

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

Housing Sec. 10-56 Unfit for Human Habitation
Every dwelling and unit used as human habitation, or held out for use as a human habitation, must comply with all of the minimum housing standards and all requirements of the NC Building Code. No person shall occupy as owner-occupant, or let to another for occupancy or use a human habitation, any dwelling or dwelling unit which does not comply with all of the minimum standards for fitness for human habitation and all requirements of the NC Building Code.

Housing Sec. 10-59 structure
Evidence of structural issues (Sec. 10-59)

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 than the case will be closed and no further action will be required. Please contact me to schedule a time for an onsite hearing.

Stage of the Investigation: **Initial Investigation**

Failure to comply will result in actions including, but not limited to, civil penalties, posting, and/or city 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

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Order to Abate

07/08/2024

DAMERON MARY LOUISE BOLICK
1325 UNDERDOWN AVE SW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0031 5555 14

To: **DAMERON MARY LOUISE BOLICK**, owner(s) of property located at **1325 UNDERDOWN AV** (NCPIN:2749548343) 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. 10-59 structure

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 to abate the violations the house on the property much be removed. .

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

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Final Notice of Abatement

07/09/2024

DAMERON MARY LOUISE BOLICK
1325 UNDERDOWN AVE SW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0031 5555 52

Re: Minimum Housing Determination
1325 UNDERDOWN AV, LENOIR, NC 28645
Parcel: 2749548343

DAMERON MARY LOUISE BOLICK

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 1325 UNDERDOWN AV within 30 days of 07/08/2024.

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 10/15/2024 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

I, Robert Teague am providing the order to abate and certifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (160D-1208(a)).

Sincerely,

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

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Final Notice of Abatement

10/03/2024

DAMERON MARY LOUISE BOLICK
1325 UNDERDOWN AVE SW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0031 5556 75

Re: Minimum Housing Determination
1325 UNDERDOWN AV, LENOIR, NC 28645
Parcel: 2749548343

DAMERON MARY LOUISE BOLICK

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 1325 UNDERDOWN AV within 30 days of 07/08/2024.

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 11/5/2024 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

I, Robert Teague am providing the order to abate and certifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (160D-1208(a)).

Sincerely,

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

CERTIFIED MAIL

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

GREENSBORO NC 270
24 AUG 2024PM 5 L

US POSTAGE PITNEY BOWES
ZIP 28601 $ 009.64⁰
02 4W
0000390579 AUG 24 2024

9589 0710 5270 0031 5555 52

VTF

9/3/24

DAMERON MARY LOUISE BOLICK
1325 UNDERDOWN AVE SW
LENOIR, NC 28645

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

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

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

VAC MS 10/9/24

DAMERON MARY LOUISE BOLICK
1325 UNDERDOWN AVE SW
LENOIR, NC 28645

10/22/24

NIXIE 274 DE 1081 0010/20/24
2ACS<-
RETURN TO SENDER
VACANT
UNABLE TO FORWARD

BC: 28645095858 *2180-04176-20-36

VAC

28645>0958

307315 34 IRCONF1 28645

CERTIFIED MAIL

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

GREENSBORO NC 270
5 OCT 2024 PM 1 L

US POSTAGE PITNEY BOWES
ZIP 28601 $ 009.64⁰
02 4W
0000373342 OCT 04 2024

9589 0710 5270 0031 5556 75

DAMERON MARY LOUISE BOLICK
1325 UNDERDOWN AVE SW
LENOIR, NC 28645

VAC MS 10/7/24

NIXIE 274 DE 1 0010/09/24
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 28645095858 *0180-05744-05-42

93000201888892Z0

VAC

28645>0958

4

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

Rec 4/3/23

DAMERON MARY LOUISE BOLICK
1325 UNDERDOWN AVE SW
LENOIR, NC 28645

NIXIE 274 DE 1081 0004/02/23
ZACS<-
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 28645513601 *2180-01187-02-23

VAC

28645>5136

089329 30 LRC

CERTIFIED MAIL®

GREENSBORO NC 270
29 MAR 2023PM 2 L

US POSTAGE PITNEY BOWES
ZIP 28601 $ 008.10⁰
02 4W
0000373342 MAR 29 2023

7021 1970 0001 6843 5330

CITY OF LENOIR
NC ★ CREATE WITH US

PO BOX 958
801 WEST AVENUE NW
LENOIR, NC 28645

VAC

DAMERON MARY LOUISE BOLICK
1325 UNDERDOWN AVE SW
LENOIR, NC 28645

NAME
1ST NOTICE
2ND NOTICE
RETURN

NIXIE 274 DE 1 0004/02/23
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 28645513601 *0280-03624-29-46

VAC

28645-5643625

CITY OF LENOIR
NC ★ CREATE WITH US

PO BOX 958
801 WEST AVENUE NW
LENOIR, NC 28645

CERTIFIED MAIL®

9589 0710 5270 0031 5555 14

US POSTAGE PITNEY BOWES
ZIP 28601 $ 008.69⁰
02 4W
0000390579 JUL 10 2024

DAMERON MARY LOUISE BOLICK
1325 UNDERDOWN AVE SW
LENOIR, NC 28645

NIXIE 277 DE 1 0007/18/24
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 28645513601 *2180-03955-16-00

VAC
28645>5136

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

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

DAMERON MARY LOUISE BOLICK
1325 UNDERDOWN AVE SW
LENOIR, NC 28645

NIXIE 277 DE 1981 0007/18/24
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 28645095858 *2180-03955-16-00

VAC
264791 34 GRCGWP4>28645

213
1NKH26

1325

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

November 2024

Revised 10-28-24

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3 Daylight Savings Time Ends	4	5 6:00 p.m. City Council Election Day! 6:30 a.m. - 7:30 p.m.	6 9:00 a.m. Staff Mtg. 5:30 p.m. Whitnel West End Meetings (Mulberry Rec. Ctr.)	7 5:30 p.m. Comp. Plan Community Open House (MLK Center)	8	9
10	11 Veterans Day! City Offices Closed! 11:00 a.m. Veterans Day Event (D.T. Stage)	12 8:15 a.m. Economic Development Adv. Committee	13	14 1:30 p.m. ABC Board 6:00 p.m. Lenoir Business Adv.Brd. (City Hall, 3rd Floor)	15	16
17	18	19 Cancelled-City Council Meeting	20	21	22	23
24	25 5:30 p.m. Planning Board (verify)	26 Cancelled-Committee of the Whole 5:00 p.m. Turkey Tuesday-MLK Ctr.	27 Noon - Foothills Regional Airport Authority (verify)	28 Thanksgiving! City Offices Closed!	29 City Offices Closed!	30
		Notes for December **The Starry Night Christmas Parade is scheduled for Friday, December 6 at 6:30 p.m. in downtown. City offices will be closed on December 24, 25 and 26 in observance of Christmas.**				

City of Lenoir
P.O. Box 958
Lenoir, N.C. 28645
www.cityoflenoir.com
757-2200 / 757-2162 fax

Joseph L. Gibbons, Mayor
Scott E. Hildebran, City Manager
Shirley M. Cannon, City Clerk