

**LENOIR CITY COUNCIL  
TUESDAY, NOVEMBER 5, 2024  
6:00 P.M.**

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

**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.

Shelby Powell, Lenoir News Topic was also in attendance at the meeting.

**I. CALL TO ORDER**

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

**CONDOLENCES;  
MILLIE BROOKS  
FAMILY:**

- B. On behalf of City Council, Mayor Gibbons asked everyone to keep former Mayor Jerry Brooks' family in their thoughts and prayers as his wife Millie passed away last week. Mrs. Brooks was a leader at First Baptist Church in Lenoir and also in the community. Mayor Gibbons stated she was loved by everyone and will be greatly missed.

**CONDOLENCES;  
SYLVIA NEELY  
FAMILY:**

- C. On behalf of City Council, Mayor Gibbons asked everyone to keep the family of Sylvia Neely in their thoughts and prayers as Ms. Neely passed away on November 5. Ms. Neely was the aunt of Councilmember Crissy Thomas and the sister of Ms. Thomas' father, Alvin. Ms. Neely will be deeply missed by her family, friends and the community.

**PRAYERS FOR COUNTRY  
& LEADERSHIP:**

- D. On behalf of City Council, Mayor Gibbons asked everyone to keep our country in their thoughts and prayers due to events that are happening around the world. He also reminded everyone to vote if they haven't already as by our vote we are deciding on our future leaders.

**II. MATTERS SCHEDULED FOR PUBLIC HEARINGS**

- A. There were no public hearings at this time.

### III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, October 22, 2024 as submitted.
- B. Minutes: Approval of the City Council minutes of the Joint Lenoir City Council and the Caldwell County Commissioners meeting of Tuesday, October 2024 as submitted.
- C. Freese & Nichols, Inc.; Professional Services Agreement: Consideration to approve the submitted LCRI Phase 3-Completion of Service Line Inventory Through Field Services Scope of Services and Professional Services Agreement with Freese and Nichols, Inc. FNI). (A copy of the Professional Services Agreement is attached to these minutes as information.)
- 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 in the amount of \$6,880,000.00. (A copy of the Capital Project Ordinance is attached to these minutes as information.)
- 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. (A copy of the proclamation is attached to these minutes as information.)

Mayor Gibbons read a portion of the proclamation and encouraged everyone to support the small businesses on Saturday, November 30 and continue throughout the year.

Upon a motion by Mayor Pro-Tem Stevens, City Council voted 7 to 0 to approve Items A through E on the Consent Agenda as submitted.

### IV. REQUESTS AND PETITIONS OF CITIZENS

### V. REPORTS OF BOARDS AND COMMISSIONS

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

#### A. Items of Information

**CALENDAR:** 1. The November calendar was provided to City Council listing various meetings and events.

**COMMUNITY MEETINGS:** 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.

#### **PUBLIC MEETING; COMPREHENSIVE PLAN & PARKS & RECREATION**

**MASTER PLAN:** 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 Community Open House and including the Parks & Recreation Master Plan.

#### **HOLIDAY CLOSING:**

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.

**EAC; FIELD**

**TRIP:** 5. The Economic Advisory Committee will take a Unifour Housing Field Trip on Tuesday, November 12 beginning at 8:15 a.m.

**ABC BOARD:** 6. The ABC Board will meet on Thursday, November 14 at 2:00 p.m.

**LENOIR BUSINESS**

**ADV. BOARD:** 7. The Lenoir Business Advisory Board will meet on Thursday, November 14 at 6:00 p.m. at City Hall, Third Floor.

**CANCELLED;  
MEETINGS:**

8. The City Council will not meet on Thursday, November 19 and the Committee of the Whole will also not meet in November.

**PLANNING**

**BOARD:** 9. The Planning Board will meet on Monday, November 25 at 5:30 p.m. at the City/County Chambers.

**ANNUAL TURKEY**

**TUESDAY EVENT:**

10. The tenth 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 of the turkeys have been handed out. One turkey will be given per family or a person may walk up to receive one turkey.

Councilmember Thomas shared they are expecting a large crowd this year and also said donations of frozen turkeys or monetary donations are being accepted.

**B. Items for Council Action**

**MINIMUM HOUSING**

**ORDINANCE; 2118 HAVEN**

**CIRCLE SW:** 1. 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, Parcel ID 09140 1 29 and NCPIN 2749548343 as submitted.

A copy of the recorded Minimum Housing Ordinance is attached to these minutes as information.

City Manager Hildebran stated photos of the property damages and copies of the receipts of when the letters were mailed to property owners were included in the agenda packet as information.

Upon a motion by Councilmember Perdue, City Council voted 7 to 0 to adopt the Minimum Housing Ordinance for property located at 2118 Haven Circle SW as submitted and as recommended by City staff.

**MINIMUM HOUSING ORDINANCE;  
1325 UNDERDOWN AVENUE SW:**

2. 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, Parcel ID 06 39 2 6 and NCPIN 2749571542 as submitted.

A copy of the recorded Minimum Housing Ordinance is attached to these minutes as information.

City Manager Hildebran stated photos of the property damages and copies of the receipts when the letters were mailed to property owners by staff were included in the agenda packet as information.

Upon a motion by Councilmember Beal, City Council voted 7 to 0 to adopt the Minimum Housing Ordinance for property located at 1325 Underdown Avenue SW as submitted and as recommended by City staff.

**DEBRIS AGREEMENT**

**REMOVAL:** 3. City Manager Hildebran presented a Debris Removal Agreement between the City of Lenoir and Caldwell County for consideration of approval by City Council. Mr. Hildebran stated the terms of the agreement is for six (6) months, but it may extend beyond this time period.

A copy of the Debris Removal Agreement is attached to these minutes as information.

City Manager Hildebran explained debris was currently being taken to a lot in Sawmills. The County contacted the City to see if any additional locations in Lenoir were available as well. Mr. Hildebran stated the City is currently with Caldwell County and mentioned the former furniture site located at the corner of College Avenue and Virginia Street was approved by FEMA as a site to take debris. Caldwell County contractors will be using a tub grinder machine to assist with taking care of the debris.

City Attorney Rohr stated David Lackey, County Attorney, prepared the land use agreement between the City and County and upon speaking with both managers, neither manager had any issues about the agreement. Attorney Rohr stated he has reviewed the agreement and recommends the City move forward with it.

City Attorney Rohr explained he asked County Attorney David Lackey to prepare the agreement since he is more involved in contract work than he is.

Councilmember Stevens led a brief discussion regarding the cross ties that were left at the site. Mr. Hildebran stated they will be removed and taken to the landfill by City staff and that Caldwell County has agreed to pay the tipping fees for having them removed.

There being no further public participation, City Council voted 7 to 0 to adopt the Land Use Agreement between the City of Lenoir and Caldwell County as presented and as recommended.

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

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

**IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS**

**X. ADJOURNMENT**

A. There being no further business, the meeting was adjourned at 6:25 p.m.

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Shirley M. Cannon, City Clerk

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Joseph L. Gibbons, Mayor

### PROFESSIONAL SERVICES AGREEMENT

STATE OF NORTH CAROLINA §

COUNTY OF CALDWELL §

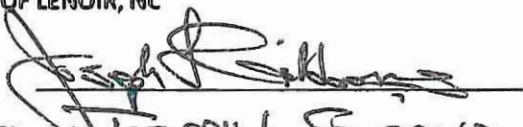
This Agreement is entered into by City of Lenoir (City) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for City and City utilizing these services, the parties hereby agree:

- 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:

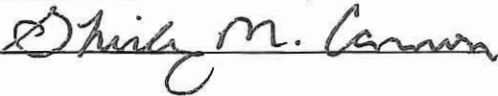
CITY OF LENOIR, NC

By: 

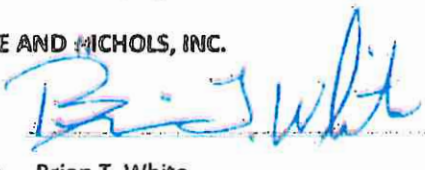
Name: JOSEPH L. GIBBONS

Title: MAYOR

Date: 11-19-2024

Attest: 

FREESE AND NICHOLS, INC.

By: 

Name: Brian T. White

Title: Principal / Vice President

Date: October 22, 2024

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.

## ATTACHMENT SC

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

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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.

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- 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         |
| <b>Total Project Budget</b>                            | <b>\$ 155,000</b> |

**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:

|                                                                                                                                                     |                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <u>Commercial General Liability</u><br>\$2,000,000 General Aggregate<br><u>Automobile Liability (Any Auto)</u><br>\$1,000,000 Combined Single Limit | <u>Workers' Compensation</u><br>As required by Statute<br><u>Professional Liability</u><br>\$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.

## 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 authorized activities for the Capital Project for the Water Capital Projects to include the expenditures covered in the Water Purchase and Allocation Agreement #2 attached. The proposed expansion of the commercial Campus on Virginia Street would increase the need for additional water flow availability and the agreement covers the current and future needs of the overall Virginia Street Campus. The City has the water capacity to meet the requested demands. The Water Purchase and Allocation Agreement #2 provides for the payment of a reserve capacity fee of \$6,880,000 to the City in exchange for an increase in its water capacity allocation to meet current and future needs to serve the Virginia Street Campus. The new water capacity allocation would be for a term of 25 years and requires that the parties meet prior to the contract's expiration to negotiate an extension or replacement of the agreement. If operations are discontinued or water usage falls below a specified quantity, the allocation would cease and revert back to the City.

**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 | <u>\$6,880,000.00</u> |
| Total                               | \$6,880,000.00        |

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

|                                  |                       |
|----------------------------------|-----------------------|
| Other Funding Sources - Donation | <u>\$6,880,000.00</u> |
| Total                            | \$6,880,000.00        |

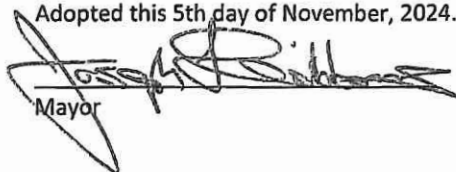
**Section 5:** The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

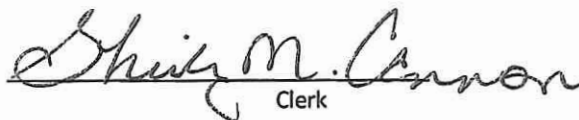
**Section 6:** The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

**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



**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.

BK 2121 PG 1877 - 1878 (2)

This document presented and filed:  
11/08/2024 09:25:47 AM

Fee \$26.00



10101235

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

2

Tuesday, November 5, 2024  
Minutes-City of Lenoir Council Meeting

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

CITY OF LENOIR, NC  
CHARTERED  
JANUARY 28, 1851

SEAL

Tuesday, November 5, 2024  
Minutes-City of Lenoir Council Meeting

**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.

BK 2121 PG 1879 - 1880 (2)

This document presented and filed:

11/08/2024 09:25:48 AM

Fee \$26.00



10101236

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

Tuesday, November 5, 2024  
Minutes-City of Lenoir Council Meeting

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.

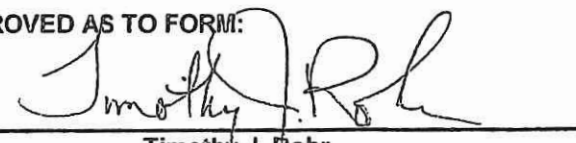
Adopted this the 5th day of November, 2024.

  
JOSEPH L. GIBBONS  
MAYOR

ATTEST:

  
SHIRLEY M. CANNON  
CITY CLERK

APPROVED AS TO FORM:

  
Timothy J. Rohr  
CITY ATTORNEY

CITY OF LENOIR, NC  
CHARTERED  
JANUARY 28, 1851

SEAL

This Instrument was PREPARED BY: WILSON, LACKEY, ROHR & HALL, P. C.

NORTH CAROLINA

LAND USE AGREEMENT

CALDWELL COUNTY

THIS LAND USE AGREEMENT ("this Agreement") is made this the 5<sup>th</sup> day of November, 2024, by and between THE CITY OF LENOIR ("the City"), a North Carolina municipal corporation, and CALDWELL COUNTY ("the County"), a political subdivision of the State of North Carolina.

WITNESSETH:

WHEREAS, as the result of Hurricane Helene, there is a large quantity of downed and broken trees, stumps, tree limbs and other vegetation damaged by the storm throughout Caldwell County for disposal; and

WHEREAS, the County has contracted with Southern Disaster Recovery, LLC ("SDR") to collect storm debris from within Caldwell County, including within municipalities located within the County; and

WHEREAS, SDR is in need of one or more locations to dispose of the storm debris; and

WHEREAS, the City owns a parcel of real property located in Lenoir Township, Caldwell County, with the address 1429 College Avenue, Lenoir, which is more particularly described in that deed to the City recorded in Deed Book 1841, at Page 1083, Caldwell County Registry, also identified as Parcel ID No. 06 43 33, and NC PIN 2749445311 ("the Property"); and

WHEREAS, the North Carolina Division of Waste Management – Solid Waste Section has conditionally approved the Property as meeting or having the potential to meet the requirements of 15A NCAC 13B.0208(b) as a Temporary Debris Staging and Reduction site for a period of six months after the disaster or emergency caused by Hurricane Helene; and

WHEREAS, City has agreed to permit the County, and its contractors, to use the Property for these purposes on the terms and conditions set forth herein:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the County and its contractors may use the Property upon the following terms and conditions:

1. TERM. The term of this Agreement is effective immediately and ends six months after the disaster or emergency caused by Hurricane Helene. Provided, however, that the term may be extended if one or more extensions are approved for the permitted uses by the North Carolina Division of Waste Management – Solid Waste Section.

Tuesday, November 5, 2024

Minutes-City of Lenoir Council Meeting

2. RENT. There is no rent.

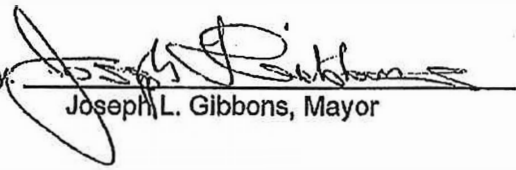
3. PERMITTED USES. The Property may be used by the County and its contractors to collect and store downed and broken trees, stumps, tree limbs and other vegetation that has been damaged by Hurricane Helene; to grind this matter into mulch; and to remove the mulch from the Property. The City warrants that the Property is properly zoned for these uses. The County will exercise its best efforts to insure that it and its contractors use the Property in compliance with any applicable rules, regulations, requirements and restrictions.

4. REMOVAL OF CROSSTIES. As soon as possible, the City, at its expense, will remove the crossties from the Property and transport them to the Foothills Regional Landfill. The County will pay any associated disposal fees at the landfill.

5. CHANGES TO THE PROPERTY. The County and/or its contractors may make improvements and/or alternations to the Property, including, but not limited to, roads, lighting, fencing, the erection of signage and other things consistent with the permitted uses, provided that the County or its contractors restore the Property substantially to its original condition at the end of the term.

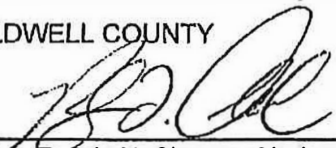
IN TESTIMONY WHEREOF, the parties have executed this instrument for the purposes stated above.

CITY OF LENOIR

By: 

Joseph L. Gibbons, Mayor

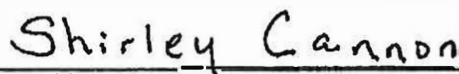
CALDWELL COUNTY

By: Randy T. Church, Chairman  
Caldwell County Board of Commissioners

SEAL

STATE OF NORTH CAROLINA  
COUNTY OF CALDWELL

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Joseph L. Gibbons personally came before me this day and acknowledged that he is Mayor of the City of Lenoir, and that he, being authorized to do so, executed the foregoing on behalf of the City of Lenoir. Witness my hand and official stamp or seal, this the 6<sup>th</sup> day of November, 2024.

  
NOTARY PUBLIC SIGNATURE  
NOTARY PUBLIC PRINTED NAMEMy Commission Expires: 10-27-2029

SEAL

STATE OF NORTH CAROLINA  
COUNTY OF CALDWELL

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Randy T. Church personally came before me this day and acknowledged that he is Chairman of the Caldwell County Board of Commissioners, and that he, being authorized to do so, executed the foregoing on behalf of Caldwell County. Witness my hand and official stamp or seal, this the 12 day of November, 2024.

Abigail I. Rich  
NOTARY PUBLIC SIGNATURE

Abigail I. Rich  
NOTARY PUBLIC PRINTED NAME

My Commission Expires: 4-24-27

ABIGAIL I. RICH  
NOTARY PUBLIC  
Caldwell County  
North Carolina