

**COMMITTEE OF THE WHOLE
TUESDAY, JANUARY 28, 2025**

8:30 A.M.

Present: Mayor Pro-Tem David Stevens, Mayor Joe Gibbons, Jonathan Beal, Ike Perkins, Todd Perdue, Ralph Prestwood, and Kimmie Rogers.

Staff Present: City Manager Scott Hildebran, City Clerk Shirley Cannon, Finance Director Donna Bean, Public Services Public Works Director Jon Hogan, Public Services Public Utilities Director Jeff Church, Planner Matt Duchan, Parks & Recreation Director Phil Harper, Fire Inspector, Chris Jacobs, Assistant Fire Chief, Tyrone Sturgis, Police Chief Brent Phelps, Police Major Andy Wilson, Director of Special Projects & Grants Jared Wright, and Communications Director Joshua Harris.

ABC Board: Jerry Brooks, Chair, Steven Stewart, Dr. John Tye and Mike Suddreth.

Absent: Councilmember Crissy Thomas, Main Street & Downtown Economic Development Director, Brenda Floyd, Fire Chief Norman Staines and Planning Director Hannah Williams.

CALL TO ORDER

I. Mayor Pro-Tem David Stevens welcomed everyone and called the meeting to order.

II. CITIZEN COMMENT

A. Jennifer Indicott, Main Street, complimented the City on the beautiful Christmas decorations downtown and for keeping some of the displays up longer.

III. Audit Report; ABC Board:

A. Jerry Brooks, ABC Board Chairman introduced the Board's new auditors, Phillip Church, CPA and Rick Hammer, Manager with Lowdermilk Church & Company, L.L.P. due to the retirement of Steve Huntley. Steven Stewart ABC Board member stated the auditors did a great job with the audit.

Mr. Phillip Church reported the audit had gone well and the stores experienced a good year.

Mr. Rick Hammer reviewed the following financial highlights from the report:

- 1) Amount of cash invested \$ 467,483
- 2) Current assets \$1,070,573

3) Total assets	\$1,546,389
4) Liability	\$ 483,841
5) Operating Expenses	\$ 727,639
6) Net sales	\$4,234,308
7) Gross Profit	\$1,363,045
8) Change in net position	\$ 26,767
9) Number of bottles sold	496,832

The ABC Board made the following distributions in FY2024:

Law Enforcement	\$ 24,324
Alcohol Education	\$ 34,053
City of Lenoir	\$500,000
Caldwell School System	\$ 58,408

Chairman Brooks reported the ABC Board has purchased a delivery van and currently makes one delivery per day to their customers who purchase mixed beverages. He further shared a list of their ten top customers along with their total sales which equals to \$302,629.02. Additionally, Chairman Brooks distributed a list of their sales and other relevant information about sales from 1978 through 2024.

Mr. Brooks further shared the ABC Board has funding for another property and that they have applied for additional funding.

A copy of the Audit Report is on file in the City Clerk's office.

IV. PUBLIC SAFETY

- A. Update; Police Department: Chief of Police Brent Phelps reported that Staff was busy with various projects. He stated one of the department's new K-9's has been placed at Hibriten High School and pointed out he is a hard worker. Chief Phelps also thanked City Council for the purchase of the 43 in-car radios to keep the department in compliance with the state and mentioned that Staff was very appreciative.

Chief Phelps reported their lounge area is almost complete and thanked Building Maintenance staff for a job well done. Upon completion of the project, the Committee of the Whole will schedule a meeting there along with a tour of the new addition.

Next, he reported that 3 new employees are currently enrolled in the Basic Law Enforcement Program (BLET) at CCC&TI and 4 are in training at the Police Department. Additionally, other officers are attending college for bachelor degrees or other college programs. He said there will also be several retirements this year.

Chief Phelps reported the City allows employees \$2,000 per year to continue their education. He mentioned that some officers apply for grants as well.

Chief Phelps also briefly discussed the top 5 crash locations which include the following:

- 1) Blowing Rock Blvd / Pennton Ave
- 2) Hickory Blvd / McLean Dr
- 3) Blowing Rock Blvd / ABC Ct
- 4) Harper Ave / Morganton Blvd
- 5) Blowing Rock Blvd / Commercial Ct

Following discussion regarding the crash locations, Chief Phelps stated he was not in favor of closing ABC Court.

In addition, Chief Phelps reviewed drug charges in the report and stated the numbers were consistent across the state and are also consistent with last quarter's report. There were 50 felony drug charges in the fourth quarter and 36 misdemeanor drug charges.

Chief Phelps stated the complete fourth quarter report was included in the agenda packet for Council's review.

B. Update; Fire Department: Fire Marshall Chris Jacobs presented the following report:

1. Fourth Quarter Report (October, November & December): Fire Marshall Jacobs stated the department has 2 new hires and 1 opening due to the retirement of Deputy Fire Chief Kenny Nelson. Staff is currently working on their Capital Improvements Projects list (CIP). He also stated their full fourth quarter report is included in the agenda packet as information.

City Manager Hildebran is working with Blue Ridge Energy on financing a new fire truck at an expected cost up to \$1.18 million. Blue Ridge can possibly loan up to \$1.18 million at 0% interest over 7 years.

V. PUBLIC SERVICES

A. Public Services Public Works: Public Services Public Works Director Jon Hogan presented the following report:

1. **Harper Avenue Streetscape**: Freese & Nichols has submitted a Scope of Design to complete Conceptual Design of a Streetscape Project from Morganton Boulevard to Ridge Street. This design will address future use of the 3-lane Street, sidewalks, landscaping etc. This project addresses a major gateway entrance into town and could set design standards for future streetscapes within the downtown business district. The grand total of the Streetscape Project proposal submitted by Freese and Nichols is \$198,511.00.

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

Motion

Upon a motion by Councilmember Perkins, City Council voted 6 to 0 to approve the Urban Design Scope of Services submitted by Freeze and Nichols for the Harper

Avenue Streetscape Plan in the amount of \$198,511.00. Freeze and Nichols will render professional design services for the City.

2. **Signal Analysis/ College Ave. /Mulberry:** Mattern & Craig have been tasked with providing a Signal Study/Signal Analysis on all City of Lenoir traffic Signals in downtown. Initially, there will be two project focus areas. One area will be the intersection of College Avenue & Mulberry Street and the second project will be the One Way Streets, Harper Avenue and West Avenue. This project should kickoff within the next few weeks.
 3. **Veterans Memorial:** We have received two quotes for the Veterans Memorial concept design that was presented to City Council in October. These quotes ranged from \$162,000 to \$182,000. Due to the limited availability of custom bronze and the number of names to be placed on each monument, staff is struggling to create a turnkey project. Meetings are scheduled this week with monument companies to discuss options.
 4. **LFD Sinkhole:** The Lenoir Fire Department Sinkhole Project was divided into a 2 Phase project. Phase 1 will be utility relocation with McGill Associates currently designing this portion of the project. Phase 2 is Stormwater repair and building stabilization, which is currently on hold. Once McGill has completed the utility project, we will adjust the Stormwater design accordingly. Staff was alerted to additional structural cracking within the fire station and we have contracted with Catawba Valley Engineering to provide a structural evaluation.
 5. **Wayfinding Signage:** Sign locations were marked back in April of 2024 as well as encroachments and shop drawings. NCDOT provided review and comments which removed the majority of creative design and numerous locations based on new information received from FHA (Federal Highways) on Wayfinding regulations. Staff has met with NCDOT to discuss the review and address concerns of the ARC timeline, importance of the creative embellishments and the amount of time and money already spent in design. Staff has learned that NCDOT has possibly decided to allow some of those embellishments and will look at locations once more. Staff plans to re-stake all locations this week.
 6. **Hospital Avenue Sidewalk:** The Project is currently out for rebid as staff did not receive any bids in January. The current bid opening date is Thursday, February 27th.
- B. Public Services Public Utilities: Public Services Public Utilities Director Jeff Church presented the following report:
1. Finley Water Project: The Erosion Control approval has been received and responses to comments have been issued to the Public Water Supply.
 2. Valdese Water Interconnection: Preliminary evaluation will be submitted in the next few weeks with pump station alternatives, lake crossing methods, and alternative water main routes through Caldwell County to the tie-in.
 3. East Harper Sewer Replacement: The design plans will be reviewed with City staff on January 27, 2025 and the project could advertise for bids by mid-February.
 4. West Avenue/Ridge Street Sewer: The proposed sewer route and profile was reviewed with City staff on January 17, 2025. McGill Associates was requested to finalize the bid documents, either to bid alone or potentially with the East Harper Sewer replacement. The project could advertise for bids by mid-February. The City is working on securing easements with the County.
 5. Water and Sewer AIA: Inventory work on the project is now underway.

V1. COMMUNITY DEVELOPMENT

- A. Lenoir Business Advisory Board: The Lenoir Business Advisory Board met on Thursday, January 16. Minutes of the November 14, 2024 meeting are submitted as information. Brenda Floyd, Economic & Main Street Director reported on current activities.
- Main Street Accreditation complete this month.
 - Main Street Hill Day prep Capitol Hill next month representing NC and Lenoir.
 - Downtown Lenoir ribbon cuttings for February include new tattoo shop 'Flash Bat' on Main Street, 'Pixel Planet' on Church Street. Dates TBD and Rhythm on Main after the addition of tumbling on street level soon.
 - Several leases for new businesses are in process for a vintage store, coffee shop and a sandwich shop.
 - Mayor Gibbons and potential buyers for the Center Theater met recently and agreed to move forward with plans to negotiate purchase to renovate the historical theater.
 - Foothill Performing Arts plans to have office space at 117 Main Street.
- B. Planning Board: The Planning Board met on Monday, January 27. Matt Duchan, Planner presented the following report:
- Mr. Duchan stated the department reviewed one case and two rezoning requests. However, one of the rezoning applications was withdrawn.
1. Down-Zoning: Matt Duchan, Planner reviewed a power-point slide about Down-Zoning and Who Can Do It. He reported that Down-Zoning is when a government agency rezones a parcel of land once previously zoned for a more intense or more dense use to a more restrictive use (for example, changing the zoning designation of an undeveloped parcel of land to agricultural or open space.)
- Next, he shared information about SB 382 – Omnibus Bill intended primarily to address disaster relief post-Helene. Mr. Duchan pointed out that this bill covers a host of other topics and downzoning was the last of many. He stated that Section 3k.1(A) G.S. 160D-601(d) reads as rewritten:
- (a) Down-Zoning – No amendment to zoning regulations or a zoning map that down-zones the property shall be initiated, enacted, or enforced without the written consent of all property owners whose property is the subject of the down-zoning amendment.
- C. Parks & Recreation Advisory Board: The Parks & Recreation Advisory Board did not meet in January. The next meeting is scheduled for Monday, February 17 at 6:00 p.m. Phil Harper, Parks and Recreation Director presented the following update of current activities and projects:
- 1) Jan. 2 – Mulberry Gym re-opened & the new floor & pickleball courts look great. Director Harper thanked City Council and Mr. Hildebran for all of their support.
 - 2) Jan.19 – 120 attended the gospel singing at MLK.
 - 3) Jan. 20 - 100 participated in the MLK, Jr. March.
 - 4) Feb. 8 - The movie "The Six Triple Eight" will be shown at 4:00 p.m. at MLK Center.
 - 5) Feb. 20 – Quiz Bowl & Essay Contest at MLK Center.
 - 6) Feb. 24 – American Red Cross Blood Drive – 2:00 – 6:30 p.m. at MLK Center.
 - 7) Youth Basketball – 209 signed up and there are 18 teams and 5 cheerleading teams.

D. Director of Special Projects and Grants Jared Wright gave the following report:

PROJECTS

1. **Mulberry Recreation Center; (2) projects remaining:** The pickleball court conversion has delayed due to weather. The temperature needs to be above 50 degrees with dry conditions. The work should be completed this week. The underground drainage replacement (phase 2 of the roof and drainage repairs project) will be performed by staff. The material is on-site, but we need better weather and some free time to begin the project. It will take around 1-week to perform the work.
2. **MLK Improvements** – The work is ongoing with exterior doors having been replaced and exterior wooden trim repair(s) are underway. The gutter replacement and exterior painting to follow and the floor replacement will be a priority in February.
3. **PARTF Project** – LAFC Design-Build: The National Occupational Standards (NOS) were sent last week and the next step(s) will be executing a formal contract with J.M. Cope and hosting a kickoff/scope review meeting. The PARTF contract time expires in October so the project will have an accelerated schedule when work begins. Other PARTF elements – *splash pad* and *picnic shelter* – were completed between November and December 2024.
4. **Campus Improvements Project** – The design plans are 50% complete and were reviewed in December. The design development has transitioned to construction drawings/documents which means the plans will include all details and notes necessary for the project to be “buildable”. An update call with the project team is scheduled for Wednesday afternoon.
5. **UPCG Teaching and Learning Pavilion** – The project was complete in late December minus punch list items. A final walkthrough was held on January 7, 2025.
6. **TH Broyhill Walking Park Retaining Wall Replacement** – The work began in December and demolition is mostly complete. A boulder wall placement has begun, but the project has been significantly delayed in December and January due to weather. Work will resume as soon as possible, but the soils need to dry and the temperature needs to stay above freezing for an extended period.
7. **LFD Infrastructure Repair (Sinkhole)** – The design for the sewer line relocation is 90% complete. Staff met with McGill Associates a few weeks ago for a review of the project. We are considering bundling this project with the East Harper sewer replacement project in order to expedite bidding and take advantage of a simplified advertisement process.

GRANTS/FUNDING APPS

1. **Great Trails funding application** – A \$497,994 funding application for OVT Connector was submitted on November 12, 2024 and the Notification of award is expected by March (“early 2025”).
2. **SLCGP (IT)** – A State and Local Cybersecurity Program (SLCGP) grant will be submitted by January 31, 2025. FEMA pass through to North Carolina Emergency Management (NCEM) for cyber security (mostly hardware).
3. **Blue Ridge Energy/USDA REDLG** – A loan application is in development for loan funding to assist the Fire Department with acquisition of a new ladder engine. The application is due March 31, 2025 and will be for the maximum amount of \$1,180,000. The loan term will be for 7-years.

City Manager Hildebran said the ladder will reach 107 feet and staff is compiling additional information for Blue Ridge Energy regarding the loan process. Their Board will review the application at their meeting in February.

V11. Finance and Administration: Finance Director Donna Bean presented the Financial Summary December 31, 2024.

The over/under balance in the General Fund is \$4,254,167.87, Downtown District \$134,459.94 and Water & Sewer Fund \$1,139,970.46.

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

Director Bean stated all of the financials are on target and are where she anticipated them to be in the general fund budget at this time.

- A. Update; Public Communications: Joshua Harris, Public Information Director referred to the December 2024 Communication Report. There were 3 new releases, 131 social posts, 745 photos, 5 videos, and 93 web updates. The website had a total of 39,037 views along with 6,411 video views. Social followers total 58,509 and there were 363 new followers this month. Director Harris asked Staff to send him any news/stories they would like to have published.

V111. OTHER

- A. February Calendar: The calendar for the month of February was provided in the packet as information listing committee meetings and upcoming events.

X1. ADJOURN

- A. There being no further business, the meeting was adjourned at 10:00 a.m.

Attachments

Harper Avenue Streetscape Proposal
December Financial Summary

PROFESSIONAL SERVICES AGREEMENT

STATE OF NORTH CAROLINA §

COUNTY OF CALDWELL §

This Agreement is entered into by City of Lenoir, NC (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 Harper Avenue Conceptual Streetscape Design.
- 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 \$198,511.00.
- 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 Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is February 14, 2025.

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: _____
Name: _____
Title: _____
Date: _____
Attest: _____

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

URBAN DESIGN

SCOPE OF SERVICES

PROJECT DESCRIPTION

Freese and Nichols, Inc., (hereinafter referred to as ENGINEER) will render professional design services for the City of Lenoir (hereinafter referred to as CITY). The project includes a conceptual streetscape plan for upgrading the Harper Avenue streetscape from NC-64 to Ridge Street NW that attracts and welcomes visitors from the highway into Downtown Lenoir. Harper's Ave is a city owned Street with two travel lanes and a center turn lane. The proposed study area is approximately 3,300 linear feet.

BASIC SERVICES

1. Design Management

FNI will manage the work outlined in this scope for efficient and effective use of FNI and the City's time and resources. FNI will manage change, communication, coordinate internally and externally as needed, and address issues with the City's Project Manager and others as necessary to make progress on the work.

- A. FNI will conduct a project kickoff meeting with the City to confirm and clarify scope, understand City objectives, set communication protocol, establish frequency of status meetings, and review various administrative requirements.
- B. FNI will coordinate internally, track the progress of the project, and submit monthly status updates via e-mail. Items in the monthly updates may include project updates, upcoming activities, project schedule, upcoming deliverables, and outstanding issues or information requirements.
- C. Prepare a Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The project schedule will not be resource loaded.
- D. Conceptual Design Meeting – Meeting to discuss general design concepts. FNI to provide figure outlining improvement extents, design details for City review and agreeance of design approach. FNI to provide agenda and minutes.
- E. Conduct bi-weekly (Up to 8) virtual coordination meetings with the City during the duration of the project.

2. Data Gathering/Base Mapping

- A. FNI will conduct a walk-through of the site and general area with the City to visually evaluate the existing site features, both on-site and off-site.
- B. The City will provide FNI a digital base map in Autocad including all readily available information required to perform this Scope of Services for on-site and off-site conditions including, but not limited to: necessary CAD files, GIS files, etc.; existing boundaries; above and below ground utilities; easements; property lines; right-of-ways, subdivision layouts, roadways, and existing vegetation.
- C. Based upon the information provided by the City, FNI will summarize and prepare an existing condition base map(s) for use in the development of a Conceptual Streetscape Plan.
- D. Based upon the site review documentation, FNI will prepare a Site Analysis exhibit that identifies the potential opportunities and constraints of the existing park site.
- E. FNI will attend one (1) meeting with the City staff to review the site analysis exhibit and to discuss the park development program and specifically define the City's goals for the master plan development.

3. Conceptual Streetscape Design

- A. Based on the City approved vision, goals and program from previous phases, FNI will initiate the conceptual streetscape design phase. During this, the design team will assess the corridor and opportunities for the following design improvements:
 - a. Assessment of different roadway configurations to determine the maximum space for improvements.
 - b. Access management strategies.
 - c. Potential conflicts with existing utilities.
 - d. Selection of site furnishings such as benches, bike racks, trash receptacles.
 - e. Selection of decorative pavement systems and finishes.
 - f. Opportunities for public art.
 - g. Opportunities for traffic calming devices.
 - h. Roadway and pedestrian level lighting.
 - i. Landscape planting materials and strategies.
- B. FNI will prepare one (1) Preliminary Streetscape Concept Plan for the proposed corridor improvements, and Three (3) Illustrative cross sections, and Two (2) Artist Renderings at selected locations. This concept streetscape plan will be prepared and provided to the City full size and to a measurable scale.
- C. FNI will attend one (1) meeting with City representatives to review and discuss the preliminary streetscape concept plan. During this meeting, a consensus for the final streetscape plan will be agreed upon which satisfies the program goals of the City.

- D. FNI will make any necessary changes to the Preliminary streetscape concept plan resulting from City and stakeholder review.

Deliverables (Both Preliminary and Final):

- a. Overall Plan
- b. Three (3) Illustrative cross sections
- c. Two artist renderings
- d. Image Boards
 - i. Planting Pallet
 - ii. Site Furnishings
 - iii. Decorative Pavements
 - iv. Potential Light Fixtures

4. Cost Estimating

FNI will provide two (2) opinions of probable cost. This will be at the preliminary streetscape concept and the final streetscape conceptual design milestones.

SPECIAL SERVICES

5. Site Survey

Survey includes boundary survey, topographic survey, and Level B SUE. (See Attachment A for full scope description.)

6. Traffic Analysis

FNI will conduct a traffic operations analysis for the primary alternative configurations: 3-lane (existing), 2-lane with median and turn lane at key intersection, and 3-lane typical sections. Include in the analysis an assessment of the improvements needed at intersections and other significant junctions. Collect peak period traffic turning volume data at the key intersections and other significant junctions. Compare the performance of the alternatives and recommend the alternative(s) for advancement to initial conceptual streetscape design. Assess the need for traffic signal modifications or additions for the alternatives. Review with City staff.

ASSUMPTIONS

- A. The City will provide, as expeditiously as possible, all existing data and base information currently in its possession and as necessary to complete the scope of services described herein. This scope of services does not include any site topographic survey work for the project area. The City will provide any additional information that is necessary. All information provided by the City is assumed to be accurate and complete, unless otherwise indicated by the City. Any information required to complete this scope of services that cannot be readily provided by the City will remain the responsibility of the City.

- B. This scope of services does not include any hydraulic or hydrology engineering modeling or design services including detailed hydrologic or hydraulic calculations, alternatives analysis to improve drainage conditions, design of stormwater improvements or FEMA map revisions including LOMR or CLOMR.
- C. This scope of services does not include any environmental engineering services including delineation of waters of the U.S., mapping of waters of the U.S., Section 404 permitting evaluation memorandum, Section 404 permit application, or consultation with the USACE or any water agency permitting or regulatory coordination with such agencies as the U.S. Army Corps of Engineers, FEMA, TCEQ, or others.
- D. This scope of services does not include any mass grading plans or studies.
- E. FNI will attend the meetings and/or presentations as described within this scope of services. Any additional meetings and revisions required with project stakeholders, can be provided as additional services. Additional meetings, workshops, public hearings, stakeholder meetings, focus groups, or presentations requested by the City will be considered as additional services as authorized by the City.
- F. This scope of services does not include any schematic design, design development, construction documents, specifications or bid documents.
- G. Additional services not included in this Scope of Services will be negotiated with the City as necessary. Compensation will be based upon either a mutually agreed lump sum fee or an hourly basis. Items which would be considered Additional Services include those listed in the Assumptions, as noted above, plus any other items beyond this scope of services. Additional Services must receive written authorization from the City before being performed.

BASIS OF COMPENSATION

The cost for performing these services set forth herein will be as follows:

Basic Services

Task 1 – Design Management (Lump Sum)	\$13,035.00
Task 2 – Data gathering/Base mapping (Lump Sum)	\$10,772.00
Task 3 – Conceptual Streetscape Design (Lump Sum)	\$53,729.00
Task 4 – Cost Estimating (Lump Sum).....	\$6,902.00
Basic Services Total	\$84,438.00

Special Services

Task 5 – Site Survey (Lump Sum).....	\$54,956.00
Task 6 – Traffic Analysis (Lump Sum).....	\$57,617.00
Special Services Total	\$112,573.00

Reimbursable Expenses (Not-to-Exceed) \$1,500.00

GRAND TOTAL – Design Services, & Reimbursable Fee (Lump Sum, Not-to-Exceed) \$198,511.00

PROJECT SCHEDULE

All work described above will be performed over a duration of a **(6) Six Month** period. All work will commence after notice to proceed is provided by the city.

ATTACHMENT A

January 14, 2025

Freese and Nichols, Inc.
1017 Main Campus Dr. Suite 1200
Raleigh, NC 27606

Attn: Matthew L. Milano, PLA, LEED AP, CDT
Landscape Architecture
Urban Planning + Design Group

RE: Request for Geomatics Services – Design Survey & SUE Level B
Harper Avenue Streetscape
Lenoir, NC 28645
Stewart # GP25-0013

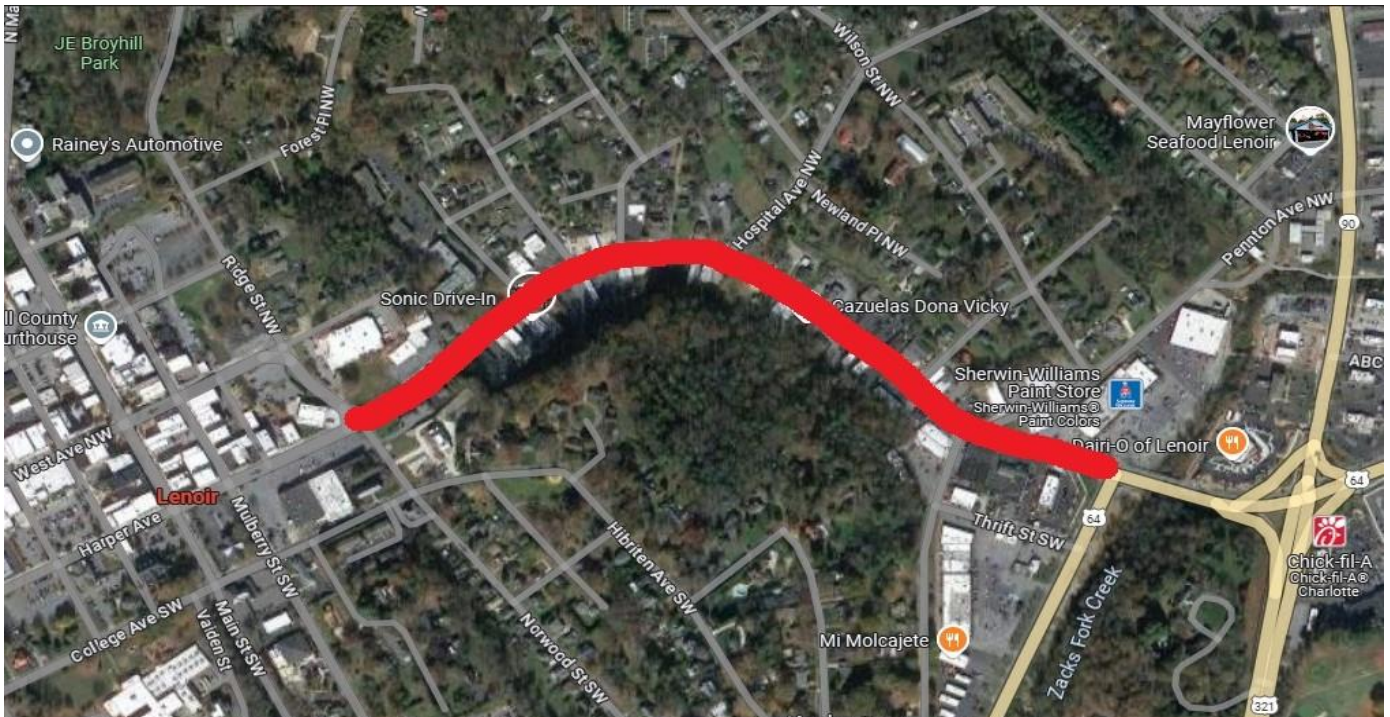
Dear Mr. Milano:

Stewart is pleased to submit this scope and fee proposal for Geomatics services as described herein for the Harper Avenue Streetscape Project, located in Lenoir, North Carolina. We look forward to working with you in this regard.

Please find below our project understanding, approach, scope of work and proposed compensation for your review. If, upon review, you have any questions, we would be happy to discuss them with you and make appropriate revisions prior to initiating the proposed Scope of Work.

PROJECT UNDERSTANDING

Stewart offers the following scope of services, fees and associated items on the survey areas delineated in red shown on the client provided sketch below. The survey corridor is approximately 3,300 linear feet and 40 feet wide (right-of-way to right-of-way) from NC-64 to Ridge Street NW.



SCOPE OF SERVICES

All survey services performed by Stewart will be completed by the standards as set forth by the Rules of Standard Practice as outlined by the North Carolina Board of Engineers and Land Surveyors and North Carolina General Statutes to include GS 47-30 and North Carolina Administrative Code - 21 NCAC 56.1606. The survey will be horizontally tied to the North Carolina State Plane Coordinate System under the North American Datum of 1983 (NAD83). Vertically, the project will be tied to the North American Vertical Datum of 1988 (NAVD88). The project's units will be the U.S. Survey Foot.

Design Survey

Stewart will survey the property boundaries of the subject parcels as well as for adjacent roadway rights-of-way and adjacent parcels in order to accurately depict existing property lines within the survey area. These measurements will be used to find property field boundary monumentation positions. Using this field data, the existing property record data acquired above will be analyzed with regard to associated field positions to determine property boundary and right of way locations throughout the project area. Record data will be acquired from sources to include the County Register of Deeds, the Owner, and other available sources that describe the Owner's parcel as well as adjacent parcels throughout the survey area. These documents will then be analyzed and where appropriate compared accordingly to illustrate property dimensions, descriptions and "called for" monumentation.

Stewart will perform an existing conditions survey to include existing improvements and surface features will be located by the survey inclusive of buildings, parking areas, sidewalks, concrete pads, curb/gutter, paving, pavement markings in parking lots and streets, roadways, driveways, street signage, walls, fences, ditches, and visible improvements within the project area. Stewart will field locate all trees with a diameter-at-breast height (DBH) of 8-inches and greater within the survey limits. Shrubs and bushes will be shown in outlined areas only and not individually located. Exterior of buildings within the project area will be dimensioned.

Visible above ground evidence of utilities to include power poles, fire hydrants, traffic control, valves, etc. will be located by the survey. Corresponding top, bottom and invert elevations of storm and sanitary structures that are accessible and without the need for confined space entry will also be recorded. Pipe sizes and types entering and exiting these structures will also be noted where accurately attainable. Storm drainage and sanitary systems will be traced and located to one structure beyond the survey limits of the project.

A topographic survey of the area will be performed within the survey area. Elevations will be shown to the nearest 0.1' on lawn or "soft" areas while on paved or "hard" surfaces elevations will be shown to the nearest 0.01'. Contours will be created at a one-foot interval. Building finish floor elevations that are accessible will be obtained at each entrance of any building within the survey area limits.

Subsurface Utility Engineering (SUE) – Level B

In order to locate non-gravity utilities in the project area, Stewart will perform a Subsurface Utility Engineering (SUE) investigation to include Quality Level B (utility designation) services. Radio-frequency Electromagnetic and Ground Penetrating Radar technology will be used to designate the approximate horizontal location of underground utility lines within the project area. These locations will be painted, field sketched and surveyed. All work will be performed in close coordination with utility owners, and available utility maps from these owners will be used for this project if available. Although SUE methods provide a high level of assurance for the location of subsurface utilities, the possibility exists that not all features can be identified. Therefore, due caution should be used when performing subsurface excavations where potential conflicts exist, and Stewart will not be liable for any damages that may occur.

DELIVERABLES

A final deliverable will include a drawing depicting the findings of the survey described above. This drawing will be provided in hardcopy and in AutoCAD 2023 Civil 3D. Drawing layering system will be provided based upon a system established by the National CAD Standards (NCS). The PDF drawing mentioned above will be signed and sealed by a Professional Land Surveyor licensed to practice in the State of North Carolina.

SCHEDULE

Stewart agrees to provide services to the Client in the most expeditious manner as is practical and will adhere to the project schedule as appropriate and realistic.

ASSUMPTIONS

Our scope and fee proposal is based on the following assumptions:

- No liability is assumed for the accuracy of other consultant's work (i.e. Planner, Architect, Testing Agency, Biologist, Surveyor, etc.) or information provided by others used in the production of our documents.

EXCLUSIONS

The following items are excluded from the Scope of Services (most of these, if not all, can be provided at a later date as an additional service):

- Boundary, Subdivision, Easement, Tree Conservation or Recombination Platting (except as specifically mentioned herein)
- As-Built Survey
- ALTA/NSPS Land Title Survey
- Construction Surveying/Staking Services
- Legal Descriptions
- Subsurface Utility Engineering (SUE) Services – Level A
- Wetland/Stream Delineation Services
- Tree Identification/Tagging and Associated Surveys (except as specifically mentioned herein)
- Any Environmental Phase I or II investigations
- Review and Recordation Fees

ADDITIONAL SERVICES

Any item not contained in the scope of services or items outlined as exclusions are available from Stewart but will be deemed as an Additional Service. Additional Services will be provided if requested by the Client for a negotiated lump sum fee or at our Standard Hourly Billing Rates.

CLIENT RESPONSIBILITIES

It shall be the responsibility of the Client to provide the following items:

- Access to the site. Delays to field activities that are beyond our control, such as right-of-entry, security measures (e.g., gates, locked areas), on-site traffic interference, etc. may result in additional fees
- Any other electronic information on the site to be used in the preparation of plans
- Reasonable advanced notice of scheduled meetings
- Assistance in obtaining information from all other consultants on the design team as needed to complete our tasks
- All necessary permit and review fees
- Documents that would be beneficial during our evaluation
- Decisions on critical design issues as necessary in a timely manner
- Payment of all invoices per Conditions of the Agreement

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> \$2,000,000 General Aggregate <u>Automobile Liability (Any Auto)</u> \$1,000,000 Combined Single Limit	<u>Workers' Compensation</u> As required by Statute <u>Professional Liability</u> \$3,000,000 Annual Aggregate
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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
Financial Summary
As of 12/31/2024



General Fund					
	2024-2025 Budget	12/31/2024	% of Budget	Change from Previous Year	12/31/2023
Total Revenue	\$ 23,751,580.00	\$ 15,437,898.77	65%	\$ 757,742.95	\$ 14,680,155.82
Expenditures	\$ 23,751,580.00	\$ 11,183,730.90	47%	\$ 293,393.04	\$ 10,890,337.86
Over/Under	\$ -	\$ 4,254,167.87		\$ 464,349.91	\$ 3,789,817.96
Downtown District					
	2024-2025 Budget	12/31/2024	% of Budget	Change from Previous Year	12/31/2023
Revenues	\$ 264,700.00	\$ 36,699.17	14%	\$ 938.85	\$ 35,760.32
Expenditures	\$ 264,700.00	\$ 171,159.11	65%	\$ 1,691.70	\$ 169,467.41
Over/Under	\$ -	\$ (134,459.94)		\$ (752.85)	\$ (133,707.09)
Water/Sewer Fund					
	2024-2025 Budget	12/31/2024	% of Budget	Change from Previous Year	12/31/2023
Revenues	\$ 11,770,028.00	\$ 6,071,375.40	52%	\$ 456,269.24	\$ 5,615,106.16
Expenditures	\$ 11,770,028.00	\$ 4,931,404.94	42%	\$ 634,389.52	\$ 4,297,015.42
Over/Under	\$ -	\$ 1,139,970.46		\$ (178,120.28)	\$ 1,318,090.74