AGENDA
City of Lenoir
City Council Meeting
905 West Ave. NW, Lenoir, NC 28645
Tuesday, September 16, 2025 | 6:00 pm

I. CALL TO ORDER

A. Moment of Silence & Pledge of Allegiance

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

A. Zoning Ordinance Amendment ZOA 1-25: A public hearing will be held to consider a proposed Zoning Ordinance Amendment regarding B-7 Highway Business. Lenoir Planning Staff found a conflict in the types of multifamily allowed in the B-7 Highway Business zoning district. This ordinance amendment clarifies that mid/high density is permitted in B-7 by listing it on the Permitted Use Chart. Staff recommends adoption of the zoning ordinance amendment based on the following consistency statement:

The proposed zoning ordinance amendment is consistent with the Lenoir Comprehensive Plan because it results in sensible and straightforward zoning standards that are easy to understand. This text amendment aligns the permitted use chart with the zoning district regulations chart with regards to the B-7 zoning district, and increases residential opportunity. The proposed amendment is reasonable and in the public interest because it allows for increasing residential density along highway corridors in Lenoir.

The public hearing will be delayed until October 7, 2025.

III. CONSENT AGENDA ITEMS

A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, September 2, 2025 as submitted.

B. Closed Session Minutes: Approval of the closed session minutes of the meeting of Tuesday, September 2, 2025 as reviewed by the City Council, City Attorney and City Manager.

C. Engineering Service Contract: Staff recommends approval to enter into a contract with McGill Associates for the Lower Creek Wastewater Treatment Plant Process Basin Improvements Project. The project will address Notice of Violations. McGill Associates was selected after an RFQ process as the best qualified engineering firm for this project. The cost summary total is $700,000.

D. Easement Acquisition Services Contract: Lenoir-Valdese Interconnect Project: The project involves the construction of a new utility corridor requiring permanent and temporary easements across private properties. Staff recommends City Council approval for the City Manager to enter into a contract for easement acquisition services with the firm of Colliers Engineering and Design, as submitted.

E. Authorizing Resolution for NC Department of Commerce Building

Reuse Grant Submission for "Project Clean Meds": The City is currently working with Caldwell County Economic Development to apply for a Building Reuse Grant to provide funds to assist in the development and implementation of "Project Clean Meds". The grant request will be for $500,000. Staff request the adoption of the Authorizing Resolution for NC Department of Commerce Building Reuse Grant Submission for "Project Clean Meds", as submitted.

F. Authorization Resolution Whitnel Transmission Main Replacement: The resolution will authorize the City Manager and Finance Director to arrange financing for the Whitnel Transmission Main Replacement and for all remaining costs of the Lenoir-Valdese Interconnect Project, if approved for a State loan and/or grant award. Staff recommends City Council approve the resolution, as submitted.

G. McGill Associates, P.A.; Task Order No. 4: Staff recommends approval of Task Order No. 4 as prepared by McGill Associates, P.A. for civil engineering services related to The Campus Improvements Project (OVT Pavilion Site - Stormwater Value Engineering Study) in the amount of $12,500.00. The services include conducting a study to evaluate alternate means of addressing post-construction stormwater controls in an effort to minimize or eliminate the need for the current designed underground detention system.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information
   1. The Committee of the Whole will meet on Tuesday, September 23 at 8:30 a.m. at City Hall, Third Floor.
   2. The Foothills Regional Airport Authority will meet on Wednesday, September 24 at noon at the Airport facility.
   3. Finley Water Information Meeting will be held Thursday, September 25 from 5:00-7:00 p.m. at the Martin Luther King Jr. Center.

B. Items for Council Action
   1. Minimum Housing Order; 748 Harrisburg Drive SW: Staff recommends approval of an Order of Abatement directing Staff to proceed with the demolition and removal of the structure located at 748 Harrisburg Drive SW, Parcel-ID 06130 3 6 and NCPIN #2749614663, as submitted

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBER

X. ADJOURNMENT

CITY OF LENOIR

COUNCIL ACTION FORM
September 10, 2025

I. Agenda Item:

Public hearing for ZOA 1-25: Ordinance Amendment regarding B-7 (Highway Business)

II. Background Information:

The Lenoir Planning Staff identified a conflict in the types of multifamily allowed in the B-7 Highway Business zoning district. The Permitted Use Chart in Section 600 lists low density multifamily as a permitted use, but prohibits mid/high density multifamily. However, two density levels are given for B-7 in Sec. 600 and in Sec. 800 – 7.2 dwelling units per acre up to 20 dwelling units per acre. Twenty dwelling units per acre is considered high density in Lenoir.

This ordinance amendment clarifies that mid/high density is permitted in B-7 by listing it on the Permitted Use Chart. Ordinance is attached.

III. Staff & Planning Board Recommendation:

Adoption of the attached ordinance along with the following consistency statement.

The proposed zoning ordinance amendment is consistent with the Lenoir Comprehensive Plan because it results in sensible and straightforward zoning standards that are easy to understand. This text amendment aligns the permitted use chart with the zoning district regulations chart with regards to the B-7 zoning district, and increases residential opportunity. The proposed amendment is reasonable and in the public interest because it allows for increasing residential density along highway corridors in Lenoir.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Hannah Williams

Planning Director:__ _____

PLANNING DEPARTMENT MEMORANDUM

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

TO: Lenoir City Council
FROM: Hannah Williams, AICP, Planning Director
DATE: August 14, 2025
SUBJECT: Proposed Ordinance Amendment for B-7
CC: Scott Hildebran, City Manager
TJ Rohr, City Attorney

It has recently come to Planning Staff's attention that there is a conflict in the Lenoir Zoning Ordinance regarding multifamily densities in the B-7 (Highway Business District). Multi-family Dwellings are divided into two categories on the Permitted Use Chart: low-density garden apartments and mid/high density apartments. This chart shows the dwelling units per acre allowed for the low-density multi-family use, but the Zoning District Regulation chart (Section 800, Table A) shows the maximum dwelling units per acre allowed for the higher density multi-family use.

The Conflict
In the Permitted Use Chart (Section 600, Table A), the B-7 district is lists low-density multi-family (Garden Apartments) as a permitted use at 7.2 dwelling units per acre. High-density multi-family is not listed as a permitted use.
In the Zoning District Regulations chart (Section 800, Table A), the B-7 district is allowed a maximum of 20 dwelling units per acre.
While the B-7 district has both a low and high dwelling unit per acre figure, the permitted use chart does not state that that high-density multi-family is a permitted use.
Typically, when Planning Staff notice conflicts in the Zoning Ordinance, staff applies the more restrictive standard. However, in this case staff supports allowing high-density multi-family in B-7.

Intent of B-7 (Highway Business) – Article 5 Lenoir Zoning Ordinance 502(n)
This district is intended to provide areas along major thoroughfares for development at similar intensities as the General Business district, but in areas less conducive to the accommodation of pedestrian infrastructure and pedestrian-scaled architecture. Performance standards in this district focus on improving highway-adjacent development access, through the development or redevelopment of parcels with interior service roads and consolidated driveway access to help minimize traffic congestion on the state highway system. Sidewalks, landscaping, and architectural design standards of this district are intended to promote the unique character of Lenoir on these highly visible parcels, while maintaining affordability of development in areas that are located further away from the main economic core. The retail and service establishments allowed within this district are intended to serve both local and regional consumers.

Planning Board discussed this matter at the August Planning Board meeting and recommends approval of adding high-density multi-family to the B-7 permitted uses, and offers the following consistency statement:

> The proposed zoning ordinance amendment is consistent with the Lenoir Comprehensive Plan because it results in sensible and straightforward zoning standards that are easy to

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understand. This text amendment aligns the permitted use chart with the zoning district regulations chart with regards to the B-7 zoning district, and increases residential opportunity. The proposed amendment is reasonable and in the public interest because it allows for increasing residential density along highway corridors in Lenoir.

AN ORDINANCE OF THE CITY COUNCIL OF LENOIR, NORTH CAROLINA, AMENDING APPENDIX A OF THE CITY OF LENOIR CODE OF ORDINANCES RELATED TO PERMITTED MULTI-FAMILY USES IN B-7 HIGHWAY BUSINESS DISTRICT PROVIDING FOR CODIFICATION, AND AN EFFECTIVE DATE.

Whereas, the B-7 Highway Business district is intended to provide areas along major thoroughfares for development at similar intensities as the General Business district; and

Whereas, the Lenoir Zoning Ordinance permits and restricts multifamily dwellings at low, medium, and high densities in appropriate zoning districts; and

Whereas, the Lenoir Planning Board and City Council find that this ordinance is consistent with the City's Comprehensive Plan, which calls for the review of existing development ordinances and increase of residential opportunity;

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

SECTION 1. Appendix A, Article VI of the Code of Ordinances, City of Lenoir, North Carolina, "Permitted Use Chart" is hereby amended to read as follows:

SECTION 600, TABLE B: Chart of Permitted and Special NON-RESIDENTIAL Uses

SECTION 600, TABLE A: Chart of Permitted and Conditional **RESIDENTIAL** Uses

P=Permitted Use • PS=Permitted w/ Separation Requirements • C=Conditional Use • Blank = Prohibited

	Residential							*Mixed Use/Commercial*							*Industrial*	
RESIDENTIAL, GENERAL (1)	*R-R (Rural Residential)*	*R-20 (Low Density Single Family)*	*R-15 (Single Family)*	*R-12 (Single Family)*	*R-9 (mixed density residential)*	*R-6 (high density residential)*	*R-C (residential-commercial)*	*O&I (Office and Institutional)*	*B-1(Neighborhood Business)*	*B-2 (General Business)*	*B-3 (Central Business District)*	*B-5 (Neighborhood Mixed Use)*	*B-6 (Transitional Business)*	*B-7 (Highway Business)*	*I-1 (Light Industrial)*	*I-2 (Heavy Industrial)*
Accessory Apt/Accessory Cottage (2)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Attached Dwellings (townhomes)				S	P	P	P	P	S	P	P	P	P			
Bed & Breakfast	S	S	S	S	S	S	S	P	P	P	P	P	S	P		
Bungalow Court					P	P	P					P				
Dwelling, single family detached	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Dwelling, 2 Family (Duplex)	P			S	P	P	P	P	P	P	P	P	S	P		
Manufactured Homes	P (3)				P (3)	P (3)										
Manufactured Home Parks (existing)	S (4)	S (4)	S (4)	S (4)	S (4)	S (4)				S (4)						
Multi-Family, low-density (Garden Apartments)				S (5)	P (5)	P (5)	P(5)	P(5)	P(5)	P(5)	P(5)		P(5)	P(5)		
Multi-Family, medium/high density					S	S	P	S		P	P	S	S	P		
Planned Residential Development				S	S	S	P	S	S	S	S					
Zero-Lot Line (1-Family)					P	P	P					P				
RESIDENTIAL, CONGREGATE																
Group Housing (no care provided)																
1-6 non-related residents	S			S	S	S	P	P	S	P	P					
7+ non-related residents							S	P		S			S	S		
Family/Group Care Facilities																
1-6 non-related residents (family)	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
7+ non-related residents (group)	S			S	S	S	S	P		P				P	P	
Rehabilitation Centers/In-Patient Mental Health Facilities								P		P				P	P	P

SECTION 2. CODIFICATION. The City Clerk shall cause the Code of Ordinances of Lenoir, North Carolina to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 3. EFFECTIVE DATE. This ordinance takes effect upon adoption.

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, this __ day of _____ and this ___ day of _____, 2025.

DONE, THE PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this _____ day of _____, 2025.

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

_____
Mayor/Mayor Pro Tempore

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

_____
City Clerk

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LENOIR CITY COUNCIL
TUESDAY, SEPTEMBER 2, 2025
6:00 P.M.

PRESENT: Mayor Joe Gibbons presiding. Mayor Pro-Tem David Stevens, Councilmembers present were Jonathan Beal, Todd Perdue, Ike Perkins, Ralph Prestwood, Kimmie Rogers, City Manager Scott Hildebran, City Clerk Lauren Hartley and City Attorney Timothy Rohr.

CITY STAFF: In attendance was Finance Director Donna Bean, Public Services Public Utilities Director Jeff Church, Economic Development Main Street Director Brenda Floyd, Parks & Recreation Director Phil Harper, Public Services & Public Works Director Jon Hogan, Public Information/Communication Director Joshua Harris, Fire Chief Norman Staines, Police Chief Andy Wilson, Planning Director Hannah Williams.

ABSENT: Councilmember Crissy Thomas, Interim Director of Special Projects and Grants David Coffey.

I. CALL TO ORDER

A. Moment of Silence & Pledge of Allegiance

B. Special Recognition: On behalf of City Council, Mayor Gibbons presented a proclamation to Cindy Day, Director of the Caldwell Heritage Museum and Regent of the Daughters of the American Revolution (DAR) Tuckers Barn Chapter proclaiming the week of September 17 through 23 as "Constitution Week" throughout the City of Lenoir.

Mrs. Day stated she looks forward to working with the America 250 committees and encouraged everyone to come visit the museum. The Heritage Museum will be selling items in celebration of the America 250 event.

C. On behalf of the City of Lenoir Customer Service Team, Daniel Deal, Steven Thompson, and Matt Walker were recognized as the first quarter Golden Ticket Winners for the most deserving, Service Beyond Measure. Crystal McCurry, co-chair of the Customer Service Team stated the nomination was submitted on February 14th, the employees were able to help a couple with car trouble and make sure everyone was safe. They will each receive an extra four hours off with pay.

II. MATTERS SCHEDULED FOR PUBLIC HEARING:

III. CONSENT AGENDA ITEMS:

A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, August 19, 2025 as submitted.

B. Minutes: Approval of the Committee of the Whole minutes of the meeting of Tuesday, August 26, 2025 as submitted.

Upon a motion by Mayor Pro-Tem Stevens, City Council voted 6 to 0 to adopt the above listed items (A through B) on the Consent Agenda as listed and recommended.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

A. Rick Oxford, HOME Program Plan Administrator, Western Piedmont Council of Governments will hold a public meeting to receive public input and comments concerning the proposed FY-2024 Consolidated Annual Performance and Evaluation Report. This report details the activities and expenditures of Community Development Block Grant and HOME funds during the period beginning July 1, 2024 through June 30, 2025.

Rick Oxford stated every 5 years a consolidated plan is prepared showing how funds are used for the HOME and CDBG (Community Development Block Grant). Each year this report is submitted to HUD showing their goals and accomplishments. He explained the FY-2024 Consolidated Annual Performance and Evaluation Report as follows:

- Community Housing Development Organization: Construction of 2 habitat houses.
  - They completed construction of 6 habitat houses.
- Direct Financial Assistance to Home Buyers: Assist 43 individuals with down payment assistance.
  - Assisted 57 individuals with down payment assistance.
- Multi-Family low income housing projects: Fund 4 apartment complex units.
  - No multi-family housing was funded.
- CDBG funds for public facilities and infrastructure: Funds are on-going for the Lenoir High School.

Mr. Oxford stated this report will be submitted to HUD and opened the meeting for any questions or public comment.

Councilmember Prestwood asked if the planned funds for 2024-2025 were not spent, will they carry forward to the next year.

Rick Oxford replied yes, often multi-family units are approved but has a long timeline. The money will be spread out.

No one came forward for public input or comment.

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

1. The 39th Annual Sculpture Celebration will be held Saturday, September 6 from 9:00 a.m. - 4:00 p.m. at the T.H. Broyhill Walking Park.
2. The City/County Services Committee will meet on Monday, September 8 at noon at the J.E. Broyhill Civic Center.
3. The Economic Development Advisory Committee will meet on Tuesday, September 9 at 8:15 a.m. at the J.E. Broyhill Civic Center.
4. The ABC Board will meet on Thursday, September 11 at 2:00 p.m.
5. The Lenoir Business Advisory Board will meet on Thursday, September 11 at 6:00 p.m. at City Hall, Third Floor.
6. The Parks and Recreation Board will meet on Monday, September 15 at 6:00 p.m. at the Martin Luther King Jr. Center.

7. The Committee of the Whole will meet on Tuesday, September 23 at 8:30 a.m. at City Hall, Third Floor.
8. The Foothills Regional Airport Authority will meet on Wednesday, September 24 at noon at the Airport facility.

B. Items for Council Action

1. Minimum Housing Order; 616 Broadway Street NW: Staff recommends approval of an Order of Abatement directing Staff to proceed with the demolition and removal of the structure located at 616 Broadway Street NW, Parcel-ID 06 18 1 25B and NCPIN #2749472548 as submitted.

   A recorded copy of the Order of Abatement is attached to these minutes as information.

   City Manager Scott Hildebran stated Staff recommends demolition. The property owner letter and notice of the hearing were included in the agenda packet.

   Upon a motion by Councilmember Beal, City Council voted 6 to 0 to approve the Order of Abatement for 616 Broadway Street NW, as submitted.

2. Minimum Housing Order; 313 Glendale Street NW: Staff recommends approval of an Order of Abatement directing Staff to proceed with the demolition and removal of the structure located at 313 Glendale Street NW, Parcel-ID 09 8 2 51 and NCPIN #2749981717 as submitted.

   A recorded copy of the Order of Abatement is attached to these minutes as information.

   City Manager Scott Hildebran stated Staff recommends demolition. The property owner letter and notice of the hearing were included in the agenda packet.

   Upon a motion by Councilmember Beal, City Council voted 6 to 0 to approve the Order of Abatement for 313 Glendale Street NW, as submitted.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

Attorney TJ Rohr stated a couple of matters will be addressed in closed session.

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

Mayor Gibbons reported there are plans for a America 250 sign on the top of Hibriten Mountain.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

CLOSED SESSION:

A. Closed Session: City Council will enter into closed session under N.C.G.S. 143-318.11(a)(3) and N.C.G.S.§143 318.11(a)(4) to discuss matters subject to attorney-client privilege and involving economic development. The attorney-client privilege matters to be discussed are an existing lawsuit, the parties to which are Machtech Properties, LLC, and Big Bear Paw, LLC and a personnel matter involving M. Ferguson.

   Upon a motion by Councilmember Perdue, City Council voted 6-0 to go into closed

session.

OPEN SESSION:

A. Upon a motion by Councilmember Perdue, City Council voted 6-0 to re-enter into session.

X. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:53 p.m.

_____ _____

Lauren Hartley, City Clerk Joseph L. Gibbons, Mayor

BK 2144 PG 441 - 443 (3)
This document presented and filed:
09/04/2025 01:22:56 PM

Fee $26.00

10110542

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

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, **Caulder Jim,** 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: **616 Broadway Street**
Lenoir, North Carolina
Parcel-ID 06 18 1 25B
NCPIN 2749472548

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

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

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

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

Adopted this the 2nd day of September 2025.

JOSEPH L. GIBBONS
MAYOR

ATTEST:

Lauren Hartley
CITY CLERK

APPROVED AS TO FORM:

Timothy J. Rohr
CITY ATTORNEY

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

Minimum Housing Violation Affidavit
(616 Broadway Street)

I, Matthew Bolick affirm that as the housing inspector for the City of Lenoir I have made every possible attempt to contact the property owners of 616 Broadway Street. NCPIN: 2749472548. I have exhausted all resources in the effort to find the owners and/or heirs of the property mentioned above. The dwelling is unfit for human habitation and is a health/safety hazard for nearby neighbors. At this time the best course of action to eliminate the minimum housing violations is to demolish the structure and remove all debris from the property.

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

9-2-2025
Date

Matthew Bolick
Matthew Bolick

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned Notary Public, do hereby affirm that Matthew Bolick personally appeared before me on the 2nd day of Sept., 2025 and signed the above Affidavit ad hid free and voluntary act and deed.

B ELIZABETH CHURCH
NOTARY PUBLIC
Caldwell County
North Carolina
My Commission Expires 4/26/2028

B Elizabeth Church
Notary Public

BK 2144 PG 444 - 446 (3)
This document presented and filed:
09/04/2025 01:22:57 PM

Fee $26.00
10110543
Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

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, **Pritchard Tony and Pritchard Francis,** 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: **313 Glendale Street NW**
Lenoir, North Carolina
Parcel-ID 09 8 2 51
NCPIN 2749981717

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

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

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

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

Adopted this the 2nd day of September 2025.

JOSEPH L. GIBBONS
MAYOR

ATTEST:

Lauren Hartley
CITY CLERK

APPROVED AS TO FORM:

Timothy J. Rohr
CITY ATTORNEY

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

Minimum Housing Violation Affidavit
(313 Glendale Street)

I, Matthew Bolick affirm that as the housing inspector for the City of Lenoir I have made every possible attempt to contact the property owners of 313 Glendale Street. NCPIN: 2749981717. I have exhausted all resources in the effort to find the owners and/or heirs of the property mentioned above. The dwelling is unfit for human habitation and is a health/safety hazard for nearby neighbors. At this time the best course of action to eliminate the minimum housing violations is to demolish the structure and remove all debris from the property.

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

9-2-2025
Date

Matthew Bolick
Matthew Bolick

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned Notary Public, do hereby affirm that Matthew Bolick personally appeared before me on the 2nd day of September, 2025 and signed the above Affidavit ad hid free and voluntary act and deed.

B ELIZABETH CHURCH
NOTARY PUBLIC
Caldwell County
North Carolina
My Commission Expires 6/26/2028

B Elizabeth Church
Notary Public

CITY OF LENOIR
COUNCIL ACTION FORM

I. **Agenda Item:** Consideration of Engineering Service Contract with McGill Associates – Lower Creek Wastewater Treatment Plant Process Basin Improvements Project

II. **Background Information:** The City of Lenoir proposes to accomplish certain work for the Project entitled Lower Creek Wastewater Treatment Plant Process Basin Improvements Project. The subject project will address the ammonia NOV's by replacing the mixers, diffusers, and air piping within the Process Basins and blowers to support efficient and effective Biological Nutrient Removal (BNR). The subject project includes the replacement of mixers in the anaerobic, anoxic, and aeration basins, replacement of diffusers in the aeration basins, replacement of air piping that feeds the diffusers, replacement of all three (3) blowers, concrete repairs to treatment basins, and all associate electrical wiring, conduits, instrumentation, and panels for this equipment.

The City received a Letter of Intent to Fund for the project dated August 21, 2025. The funding information includes:

Funding Source/Type:	Clean Water State Revolving Fund CWSRF) Loan
Funding Amount:	$5,600,000 loan with the following loan term
Loan Term:	2.62% interest rate over 20 years
Fee:	2% to be invoiced after bids have been received.

McGill Associates was selected after an RFQ process as the best qualified engineering firm for this project. The RFQ was advertised and published on the City of Lenoir webpage, the newspaper of local distribution, and on the NC electronic Vendor Portal (eVP) website. McGill and Associates has provided a contract for services to provide the engineering services throughout this project.

The cost summary for the project services is as follows:

Engineering Report/Environmental Information Document (ER/EID)	$65,000
Planning and Design Phase	$320,000
Bidding and Award Phase	$25,000
Funding Administration Phase	$40,000
Construction Phase	$250,000
Post Construction Phase	*Hourly Basis*
	$700,000

III. Staff Recommendation: Staff recommends City Council approval to enter into a contract for engineering services with McGill Associates for the Lower Creek Wastewater Treatment Plant Process Basin Improvements Project

IV. **Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: *Jeff Church*

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the _____ day of _____ 2025, by and between the **City of Lenoir** (OWNER) and **McGill Associates, P.A.** (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the Project entitled **Lower Creek WWTP Process Basin Improvements** as generally described in Attachment "A", and

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

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

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

1.1. The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the Project; serve as OWNER's professional engineering representative for the Project; and provide professional consultation and advice to OWNER during the performance of the services hereunder.

1.2. The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services.

1.3. The ENGINEER shall assist in the pursuit of obtaining approvals and permits from governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.

1.4. The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.

1.5. The ENGINEER shall comply with applicable federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any subcontract written by him in association with this Agreement.

SECTION 2 - BASIC SERVICES

2.1 ENGINEERING REPORT

2.1.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to discuss project schedules, gather initial data, coordination, and other preliminary matters.

2.1.2 Review latest operating reports and data furnished by the City.

2.1.3 Prepare an Engineering Report / Environmental Information Document (ER/EID) in accordance with guidance prepared by the Division of Water Infrastructure (DWI). This work shall include following:

a. Identify and evaluate existing conditions related to the project.
b. Perform an alternatives analysis in accordance with DWI guidelines.
c. Prepared opinions of probable costs and present worth analysis for each alternative.
d. Plan and prepare conceptual layout of the proposed infrastructure.
e. Prepared the Financial Analysis for the selected alternative.
f. Submit the ER/EID to DWI for review.
g. Submit the report to City staff for review and incorporate any comments.
h. Respond to DWI comments and modify documents as necessary to assist in obtaining approvals.

2.2 PLANNING AND DESIGN PHASE

2.2.1 Consult with the OWNER to discuss project objectives for concurrence and acceptance.

2.2.2 Prepare planning documents including preliminary layouts, preliminary design, equipment selections, and design calculations.

2.2.3 Review preliminary layout with OWNER for concurrence and acceptance.

2.2.4 Prepare bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including all design functions and coordination for all sequencing of the Project, including the following:

a. Equipment selection, sizing, and layout
b. Process drawings
c. Electrical design and drawings
d. Process and instrumentation diagrams
e. Technical specifications and bid documents

2.2.5 Review design documents described above with the OWNER for comments and approval.

2.2.6 Prepare final design calculations for submission to review agencies.

2.2.7 Prepare and submit permit application and supporting documents to NCDEQ Division of Water Resources if required to assist in obtaining the construction approval.

2.2.8 Prepare and submit bid package and supporting documents to NCDEQ Division of Water Infrastructure (DWI) to assist in obtaining the funding approval.

2.2.9 Respond to review agency comments and modify documents as necessary to achieve permit approvals.

2.2.10 Perform internal quality assurance and constructability reviews of the Project.

2.2.11 Prepare opinion of probable cost after submission of plans and specifications to DWI, and advise the OWNER of any adjustment of the Project cost caused by changes in scope, design requirements, or construction costs.

2.2.12 Furnish up to two (2) hard copies and one (1) electronic PDF copy of the final design documents to the OWNER.

2.4 BIDDING AND AWARD PHASE

2.4.1 Assist the OWNER in advertising, receiving, opening and evaluating bids.

2.4.2 Schedule a Pre-Bid Conference with prospective bidders and the OWNER to address questions and to allow prospective bidders to visit the project site.

2.4.3 Consult with, and advise the OWNER as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible bidder.

2.4.4 Assist the OWNER in the preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

2.5 FUNDING ADMINISTRATION ASSISTANCE

2.5.1 Assist the OWNER with outreach and funding documentation before bidding.

2.5.2 Review Contractor and OWNER documentation of Good Faith Efforts for completeness and submit to the funding agency for approval.

2.5.3 Coordinate funding and award documentation with DWI.

2.5.4 Review certified payrolls submitted by Contractor with applications for payment.

2.5.5 Review documentation submitted by the Contractor for reporting of compliance with funding requirements.

2.6 CONSTRUCTION PHASE

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

2.6.1 Schedule a Pre-Construction Conference with the OWNER, Contractor, ENGINEER and other applicable parties to assure discussion of all matters related to the Project. Prepare and distribute minutes of the Pre-Construction Conference to all parties.

2.6.2 Provide General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, which shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ENGINEER shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

2.6.3 Provide a Construction Field Representative (CFR) to periodically observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor.

2.6.4 The total construction contract time is assumed to be fifteen (15) months. As part of this contract, field observation will be provided by a CFR on a part-time basis during active work. Additional CFR time or construction phase services provided beyond this timeframe will involve an increase in the payments to the ENGINEER as Additional Services under Section 3 of this Agreement.

2.6.5 The purpose of ENGINEER's visits and the representation by the Construction Field Representative, (CFR) at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by

Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees

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

2.6.6 Review and determine the acceptability of any schedules that Contractor is required to submit to ENGINEER, including Progress Schedule, Schedule of Submittals and Schedule of Values.

2.6.7 Review and take action on Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and any actions will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same, shall be deemed as Additional Services.

2.6.8 Schedule monthly construction progress meetings during active work periods with the OWNER, DWI, Contractor, ENGINEER and all other applicable parties discuss matters related to the Project. Prepare meeting notes of the meeting to all parties.

2.6.9 Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's Work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities

and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

2.6.10 Assist the OWNER in the selection and coordination of an independent geotechnical and materials testing laboratory, if required, to be provided at the OWNER's expense.

2.6.11 Require such testing of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

2.6.12 Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare documentation as required.

2.6.13 Issue instructions to the Contractor from the OWNER as to interpretations and clarifications to the project design plans, specifications and contract documents.

2.6.14 Prepare information required to resolve problems due to actual field conditions and to respond to Requests for Information (RFI) from the Contractor.

2.6.15 Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of

Contractor's Work; review each duly submitted Claim by OWNER or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if ENGINEER in its discretion concludes that to do so would be inappropriate. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

2.6.16 Recommend to OWNER that Contractor's Work be rejected while it is in progress if, on the basis of ENGINEER's observations, ENGINEER believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

2.6.17 Promptly after notice that Contractor considers the entire Work ready for its intended use, in company with OWNER, DWI, and Contractor, conduct a pre-final observation site visit to determine if the Work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER, DWI, and Contractor.

2.6.18 In company with OWNER's and DWI's representatives, conduct a final site visit to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor.

2.6.19 Accompanying the recommendation for final payment, ENGINEER shall provide a notice that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

2.6.20 Review Contractor's final application for payment and make recommendation as to approval once all issues with the project final observation site visit have been completed and resolved.

2.6.21 Prepare for the OWNER an electronic PDF set of record drawings showing changes made during the construction process, based on marked-up prints and other data furnished.

2.6.22 Provide or make available Project files and information to effect project closeout.

2.7 POST CONSTRUCTION PHASE

2.7.1 Assist the OWNER in assuring that the warranty period for the construction work is complied with.

2.7.2 Schedule and conduct a one (1) year warranty review with the OWNER and Contractor following final completion of the project. This warranty review will be conducted during the 11th month of operation and will produce a complete listing of findings and required corrections.

SECTION 3 - ADDITIONAL SERVICES

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

3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction. The OWNER may initiate minor changes in the project scope to be incorporated by the ENGINEER, subsequent to the permit submittals, as not to impede progress toward the funding application deadlines. No work on any such changes shall occur by the ENGINEER unless preapproved by the OWNER.

3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.

3.3 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental site surveys necessary for the construction of the project.

3.4 Preparing easement maps or plats.

3.5 Preparing documents for alternate bids requested by the OWNER for work, which is not executed, or documents for out-of-sequence work other than agreed upon in the Planning, Design, and Permitting Phase.

3.6 Bidding the project multiple times either due to an insufficient number of bids, or due to the need or desire by the OWNER to re-bid the project.

3.7 Additional or extended services during construction made necessary by prolongation of the construction contract, award of multiple contracts, or default by the Contractor under any prime construction contract if such construction contract is delayed beyond the original completion date.

3.8 Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same General Conditions.

3.9 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.

3.10 Providing construction materials testing during construction of the project.

3.11 Providing Special Inspections, if required to meet City or County building requirements during construction of the project.

3.12 Evaluation of unsuitable subgrade materials during construction.

3.13 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise included in this Agreement.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

4.1 Provide full information as to the requirements for the Project.

4.2 Assist the ENGINEER by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents and plans and any other data relative to the evaluation, design, and construction of the Project. Subject to the generally accepted standard of care, ENGINEER and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to the OWNER.

4.3 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions pertinent to the services in this Agreement.

4.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

4.5 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services under this Agreement, provided the same does not unreasonably interfere with the operation of the existing facilities.

4.6 Obtain any right-of-way easements from public bodies, entities or persons necessary for satisfactory construction of the Project.

4.7 Obtain any subsurface geotechnical investigations or other types of testing and analysis needed for the Project.

4.8 Pay for permit fees, and all costs incidental to advertising for bids, and receiving bids or proposals from licensed Contractors.

4.9 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor will or has used the monies paid to him under the construction contract.

4.10 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.

4.11 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Sections 1.3 and 2.2 of this Agreement.

4.12 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.

4.13 Bear all costs incident to compliance with the requirements of this Section 4, except where Contractor will assume responsibility for the same.

SECTION 5 - PERIOD OF SERVICES

5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period, which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall endeavor to achieve the milestones issued by the Division of Water Infrastructure.

5.2 If the Project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

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

Engineering Report / Environmental Information Document (ER/EID)	**$65,000**
Planning and Design Phase	**$320,000**
Bidding and Award Phase	**$25,000**
Funding Administration Assistance	**$40,000**
Construction Phase	**$250,000**
Post Construction Phase	***Hourly Basis***

6.2 PAYMENT FOR ADDITIONAL SERVICES

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

6.3 TIMES OF PAYMENT

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

6.4 GENERAL

6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty days after receipt of the ENGINEER's bill therefor, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.

6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of a reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for unpaid reimbursable expenses.

6.4.3 If, prior to termination of this Agreement, any work performed by the ENGINEER, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be

paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

7.1.1 The OWNER has the right to terminate this agreement for any reason, and without cause by providing fifteen (15) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of fifteen (15) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination.

7.1.2 In the event of termination, as provided herein, the ENGINEER shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

7.2 OWNERSHIP OF DOCUMENTS

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

7.3 CHOICE OF LAW

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

7.4 OPINIONS OF PROBABLE COSTS

7.4.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable costs for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from opinions of probable costs prepared by him.

7.4.2 If the lowest bona fide proposal or bid exceeds the established Project construction cost limit, the OWNER will (1) give written approval to increase such cost limit, or (2) authorize negotiating or rebidding the project within a reasonable time. The providing of such service shall be the limit of the ENGINEER's responsibility in this regard and having done so, the ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

7.5 INSURANCE AND CLAIMS

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

A. AUTOMOBILE LIABILITY - Bodily injury and property damage liability insurance covering all owned, and hired automobiles for limits for bodily injury of not less than $1,000,000 per person and $2,000,000 per accident, and property damage limits of not less than $1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

B. COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability shall protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER'S behalf. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/$2,000,000 aggregate and $1,000,000 property damage each occurrence/$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than $1,000,000 each occurrence / $2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

C. PROFESSIONAL LIABILITY – Insuring against professional negligence/ errors and omissions on an occurrence basis with policy limits of $2,000,000 per claim/$2,000,000 annual aggregate.

D. WORKERS' COMPENSATION – Worker's Compensation insurance meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - $500,000 per accident limit, $500,000 disease per policy limit, $500,000 disease each employee limit.

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

7.6 SUCCESSORS AND ASSIGNS

7.6.1 The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to

the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.7 INDEMNIFICATION

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

7.8 ENTIRE AGREEMENT

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

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

McGILL ASSOCIATES, P.A.

By: _____
Douglas Chapman, PE
Vice President – Regional Office Manager

CITY OF LENOIR

ATTEST: _____
Lauren Hartley
City Clerk

By: _____
Scott Hildebran
City Manager

PRE-AUDIT CERTIFICATION:

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

By: _____
Donna Bean, Finance Director
City of Lenoir

APPROVED AS TO LEGAL FORM:

By: _____
Timothy J. Rohr, Wilson Lackey & Rohr LLC
City Attorney

ATTACHMENT "A"

PROJECT UNDERSTANDING

LOWER CREEK WWTP PROCESS BASIN IMPROVEMENTS

Through meetings with City staff and then City Council, it was determined that McGill would prepare a funding application to the NCDEQ Division of Water Infrastructure (DWI) for this important project. The funding application for this project was determined eligible to receive a Clean Water State Revolving Fund (CWSRF) loan in the amount of $5,600,000 at an interest rate of 2.62% for a period of 20 years. A loan fee of 2% will be required by the City after bids have been received. The first milestone to remain eligible for this funding is to submit the Engineering Report by January 15, 2026.

The proposed project at the Lower Creek Wastewater Treatment Plant (WWTP) includes the replacement of mixers in the anaerobic, anoxic, and aeration basins, replacement of diffusers in the aeration basins, replacement of air piping that feeds the diffusers, replacement of all (3) blowers, limited concrete repairs to basins, and all associated electrical wiring, conduits, instrumentation, and panels for this equipment. The upgrades and equipment replacements will not increase the WWTP capacity.

ATTACHMENT “B”

FEE SCHEDULE

BASIC FEE SCHEDULE

July 2025

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	$320			
Principal – Regional Manager – Director	$265	$275	$295	$305
Practice Area Lead	$235	$260	$285	$295
Senior Project Manager	$235	$255	$280	$290
Senior Engineer	$235	$255	$280	$290
Project Manager	$205	$220	$235	$245
Senior Project Engineer	$205	$220	$235	$245
Project Engineer	$165	$180	$190	$200
Engineering Associate	$145	$155	$160	$165
Planner- Consultant – Designer	$145	$160	$180	$200
Engineering Technician	$130	$145	$155	$165
CAD Operator – GIS Analyst	$110	$120	$135	$145
Construction Services Manager	$190	$200	$210	$225
Construction Administrator	$145	$160	$170	$185
Construction Field Representative	$120	$130	$145	$155
Project Administrator	$110	$130	$135	$155
Funding-Financial Service-Manager	$215	$230	$240	$250
Grant Administrator	$135	$150	$160	$170
Environmental Specialist	$115	$125	$130	$135
Administrative Assistant	$90	$100	$110	$125
Survey Party Chief	$110	$125	$140	$160
Survey Field Technician	$95	$100	$105	$110

EXPENSES

a. Mileage - $0.75/mile
b. Flow Monitoring Equipment: Pressure Flow Meter- $400/wk.; Gravity Flow Meter - $1,000/deployment
c. Robotics/GPS Equipment: $35/hr.
d. Aquatic Surveying Equipment – Vessel $250/day
e. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

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

CITY OF LENOIR

COUNCIL ACTION FORM

I. **Agenda Item:** Consideration of entering into a contract for easement acquisition services for the Lenoir-Valdese Interconnect Project with Colliers Engineering and Design located in Charlotte, NC.

II. **Background Information:** The City of Lenoir issued a Request for Proposal (RFP) for easement acquisition services to assist in easement acquisition for the Lenoir-Valdese Interconnect Project. The project involves the construction of a new utility corridor requiring permanent and temporary easements across private properties. The selected firm will be responsible for negotiating and securing easements in accordance with local, state, and federal regulations. Three firms answered the RFP. The firms, and the rankings are listed below:

Colliers Engineering and Design	8.78
THC, Inc.	7.78
Bender Consulting, Inc.	6.98

III. **Staff Recommendation:** Staff recommends City Council approval for the City Manager to enter into a contract for easement acquisition services for the Lenoir-Valdese Interconnect project with the firm of Colliers Engineering and Design.

IV. **Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: _Jeff Church_

Lenoir-Valdese Interconnect Easement Acquisition Services

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

FIRM EVALUATION FACTORS

1	10%	Firm's relevant easement acquisition project experience
2	20%	Successful past performance on municipal infrastructure easement acquisition projects
3	10%	Demonstrated knowledge of municipal water and wastewater infrastructure
4	10%	Qualifications of key staff members
5	40%	Fee Schedule
6	10%	Other relevant considerations
		Score 1-10 for each factor

RESPONSIVE FIRMS

Bender Consulting, Inc.
Colliers Engineering & Design
THC, Inc.

Reviewer #1

FACTOR	Bender	Colliers	THC					
1	8	9	9					
2	8	9	9					
3	7	9	9					
4	9	9	9					
5	10	10	6					
6	9	10	8					
TOTAL	**8.90**	**9.50**	**7.70**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Reviewer #2

FACTOR	Bender	Colliers	THC					
1	2	10	10					
2	2	10	10					
3	1	10	10					
4	9	10	10					
5	10	9	10					
6	5	8	8					
TOTAL	**6.10**	**9.40**	**9.80**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Reviewer #3

FACTOR	Bender	Colliers	THC					
1	7	9	8					
2	7	9	8					
3	7	9	8					
4	9	9	9					
5	7	9	6					
6	9	9	8					
TOTAL	**7.40**	**9.00**	**7.30**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Reviewer #4

FACTOR	Bender	Colliers	THC					
1	5	8	8					
2	3	8	8					
3	1	8	5					
4	8	10	10					
5	8	5	5					
6	3	10	4					
TOTAL	**5.50**	**7.20**	**6.30**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

TOTAL	**6.98**	**8.78**	**7.78**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Colliers

Engineering & Design

City of Lenoir – Easement Acquisitions Services

Lenoir-Valdese Interconnect Project

Proposal No. 25011605P

August 29, 2025

Prepared for:

City of Lenoir
Attn: Dr. Jeff Church, Public Utilities Director
Engineering Department
801 West Avenue NW
Lenoir, NC 28645

Contact Person:

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.
Matthew Starling, Project Manager
matthew.starling@collierseng.com
C: (330) 741-0794
5275 Parkway Plaza Blvd, Suite 100
Charlotte, NC 28217

Chapter 1 - Introduction

City of Lenoir
Attn: Dr. Jeff Church, Public Utilities Director
Subject: **Easement Acquisition Services - Lenoir-Valdese Interconnect Project**

Dear Dr. Church,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C. (CED) is pleased to formally express our interest in providing Easement Acquisition Services to the City of Lenoir for the Lenoir-Valdese Interconnect Project**.** CED is a multi-discipline, engineering, and surveying firm with a unique balance of public and private sector experience. Originally established in 1984 as Maser Consulting, we have 80 offices nationwide and employ over 3,000 professionals. In 2020, Maser Consulting was partially acquired by Colliers International becoming Colliers Engineering & Design. In early 2017, the decision was made to add right of way services to the company portfolio; therefore, creating our Colliers Land Services, LLC subsidiary. Since then, we have expanded our NC team along with other geographic locations within the DOT and local government market sectors. In less than 8 years, we have completed projects in NC, SC, and GA for DOT and local municipalities. To date, we have approximately 25 right of way professionals and we continue to expand.

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C. and Colliers Land Services, LLC are currently registered with the Secretary of State for North Carolina. Colliers Land Services, LLC is also actively registered with the NC Real Estate Commission (C28927).

Our corporate headquarters is located at 101 Crawfords Corner Road, Suite 3400, Holmdel, NJ 07733. Any work from this contract would be managed out of our Charlotte, NC office located at 5275 Parkway Plaza Blvd., Suite 100, Charlotte, NC 28217. The single point of contact for this contract will be Matthew Starling. He is located in our Charlotte office and can be reached at matthew.starling@collierseng.com.

Our unique approach to each project combines industry best practices with a tailored, client focused strategy, ensuring optimal results with qualified staff, effective negotiations, meticulous documentation, and experienced management.

Qualified Staff: Successful project execution relies on having experienced and capable personnel. We have assembled a team with a proven track record in similar projects.

Professional Negotiations: We apply best practices in negotiations to efficiently secure necessary rights while maintaining a collaborative, professional approach. Our agents are trained to handle a range of conversations during land rights acquisition, addressing concerns with empathy and professionalism. We consider ourselves an extension of our client's team and take great pride in the work we do.

Documentation & QA/QC: Our dedicated team oversees document preparation and ensures thorough quality control. All deliverables will undergo a structured QA/QC process to guarantee high standards. We maintain meticulous records and document all interactions with landowners.

Experienced Management: Mr. Matthew Starling will serve as the primary point of contact for the City. He oversees CED's Land Services Division in the Carolinas, managing Project Managers, Agents, and support staff across both states. In this role, he ensures projects are completed on time, within budget, and to the highest quality standards. He will provide regular updates and monitor progress to ensure timely completion of all tasks. With extensive experience managing

multifaceted projects, Mr. Starling is committed to delivering quality work and fostering strong client relationships.

In our proposal, we will demonstrate the depth of experience our collective team brings to the City of Lenoir. We appreciate your consideration and welcome the opportunity to assist the City with this important project. Our combined experience, proactive approach, and commitment to quality ensure we will be a strong partner from start to finish.

Sincerely,

Colliers Engineering & Design

Matthew Starling
Project Manager

Chapter 2: Team Experience

Our full-service land acquisition division has experience working on projects for local, state, and federal governments. Complete program management services are offered, providing clients with a turn-key solution for their land acquisition needs. Our local professionals have the necessary knowledge and expertise to provide comprehensive land services through all phases of the acquisition process.

CED's Right of Way Team has extensive NCDOT and local government project experience. Our agents hold active North Carolina Real Estate Broker Licenses under our Colliers Land Services, LLC entity and are North Carolina Notary Publics. We are quite diverse in our expertise where we have supported voluntary acquisitions, public outreach, conventional bid-build projects, and design-build projects. We are experienced in whole parcel takes, partial acquisitions, permanent and temporary easement acquisitions and relocation following the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Our projects range from sidewalk improvements, bridge replacements, road re-alignments, intersection improvements, and utility easements. Our proposed team has over 100 years, collectively, in the real estate and right of way industry. Our existing CED staff have a wealth of experience on executing donation agreements. **Since 2018, we have secured over 6,000 voluntary easements with no monetary value or special provisions for Utility projects.**

Matthew Starling will be the Project Manager for this project. He brings more than nineteen (19) years of right of way experience, much of it involving projects for local governments. He is supported by a staff of experienced agents and document specialists that are experienced with delivering our assigned projects on time and within client standards.

Key Personnel

Matthew Starling, Project Manager | *Colliers Engineering & Design, Charlotte, NC*
Matthew Starling will serve as Project Manager for this contract. Mr. Starling has over 19 years of experience in Right of Way. During his 14-year tenure as a Project Manager, he has successfully managed over 100 public projects, many with local municipal clients, consisting of over 5,500 parcels, showcasing his extensive project management expertise. These projects have involved acquisition, relocation, title research, cost estimating, and appraisal. He currently oversees CED's Land Services Division in the Carolinas, where he ensures the seamless execution of right of way projects from initiation to completion while maintaining strict adherence to schedule and quality standards. ***See attached Resume***

Professional Registrations: NC Broker License No. 295264; SC Broker License No. 143747; NC & SC Notary Public; IRWA Chapter 31 Member; ASHE Carolina Piedmont Assistant Treasurer & Program Co-Chair

Jennifer Campbell, Assistant PM | *Colliers Engineering & Design, Charlotte, NC*
Ms. Campbell brings more than eight years of experience in right-of-way and real estate services. Throughout her career, she has supported a diverse portfolio of public infrastructure projects, working with clients such as NCDOT, SCDOT, the City of Charlotte, the City of Wilmington, York County, Richland County, Lancaster County, and the City of Rock Hill. Her expertise spans project oversight, performance tracking, quality assurance development, and the delivery of acquisition and relocation services in compliance with applicable regulations. Known for her professionalism, attention to detail, and dedication to client service, Jennifer consistently contributes to the successful execution of municipal and state-level projects.

Professional Registrations: NC Real Estate License No. 314387; NC & SC Notary Public

Tina Davis, Sr. Right of Way Agent | *Colliers Engineering & Design, Charlotte, NC*
Ms. Tina Davis will serve as a Sr. ROW Agent. With over 25 years in the real estate industry and 6 years in the ROW industry, Ms. Davis excels at project management and processes. She has negotiated on NCDOT, LPA and utility projects, along with mentoring entry level staff to become effective ROW agents. She will negotiate with landowners on this contract and support other agents as needed. Tina is a licensed NC Real Estate Broker and NC Notary Public. She recently completed negotiations on the NCDOT U-4713A project in Mecklenburg County, NC.

Professional Registrations: NC Broker License No. 222007; SC, GA, and TN Broker Licenses; NC & GA Notary Public; IRWA Chapter 31 Member

Taylor-Alexus Dowdle, Right of Way Agent | *Colliers Engineering & Design, Charlotte, NC*
Ms. Taylor Dowdle will serve as a ROW Agent for our team. She has over three years of experience in searching public records, examining titles to determine legal condition of property/title, and generating conveyance documents. She has been pivotal in the preparation of final report and condemnation submissions. Her diligence in reviewing title and appraisal documents has brought a high level of accuracy to our team. She was promoted to ROW Agent last year and is exceling in landowner contacts and negotiations. Taylor is a licensed NC Real Estate Broker and NC Notary Public.

Professional Registrations: NC Real Estate License No. 347266; NC Notary Public

Michelle Brabham, Sr. Right of Way Agent | *Colliers Engineering & Design, Columbia, SC*
Her work ethic and personal relationship with each landowner she has encountered has made her a very successful agent to date. She has previous experience involved in the electrical and natural gas industries for the past 24 years including right of way acquisition for the past 8 years. Her current responsibilities include ROW acquisition activities on various County & DOT projects in the Carolinas.

Professional Registrations: NC Real Estate License No. 333427; SC Real Estate License; NC & SC Notary Public; IRWA Chapter 31 Member

Catrina Spears, QA/QC Manager | *Colliers Engineering & Design, Charlotte, NC*
Catrina Spears will serve as our QA/QC Manager. Mrs. Spears has over 18 years of experience which includes clearing clouds on title for real estate transactions, searching public records, examining titles to determine legal condition of property/title, preparing abstracts of deeds, and analyzing resources. Mrs. Spears's team of document specialists will provide preliminary title research for all impacted parcels and assist with any title questions or needs. They will also assist

our field agents with document preparation so they can focus on landowner contacts and negotiations. Mrs. Spears will also provide our first round of QAQC on all deliverables.

Sub Consultnts

Cushman & Wakefield, led by **David Wortman, MAI**, has joined the CED Team as a subconsultant to provide Right of Way Appraisal Support. Cushman & Wakefield's highly trained team is experienced with an array of asset types, ranging from common to highly specialized. Right of way assignments include total acquisitions as well as partial acquisitions for small projects in rural and urban locations to large projects in excess of 500 parcels. Cushman's local office is in Hickory, NC, less than 30 minutes from the proposed project.

Cushman & Wakefield has extensive experience in the acquisition of permanent and temporary utility easements as part of its right-of-way practice. The firm is currently preparing appraisals for NCDOT Project U-6157 in Caldwell County, which involves the acquisition of approximately 150 parcels. Cushman & Wakefield also recently completed the Clear Creek Sewer Project for Henderson County, North Carolina, completing appraisals for more than 80 parcels consisting entirely of permanent and temporary easements to support sewer line extensions.

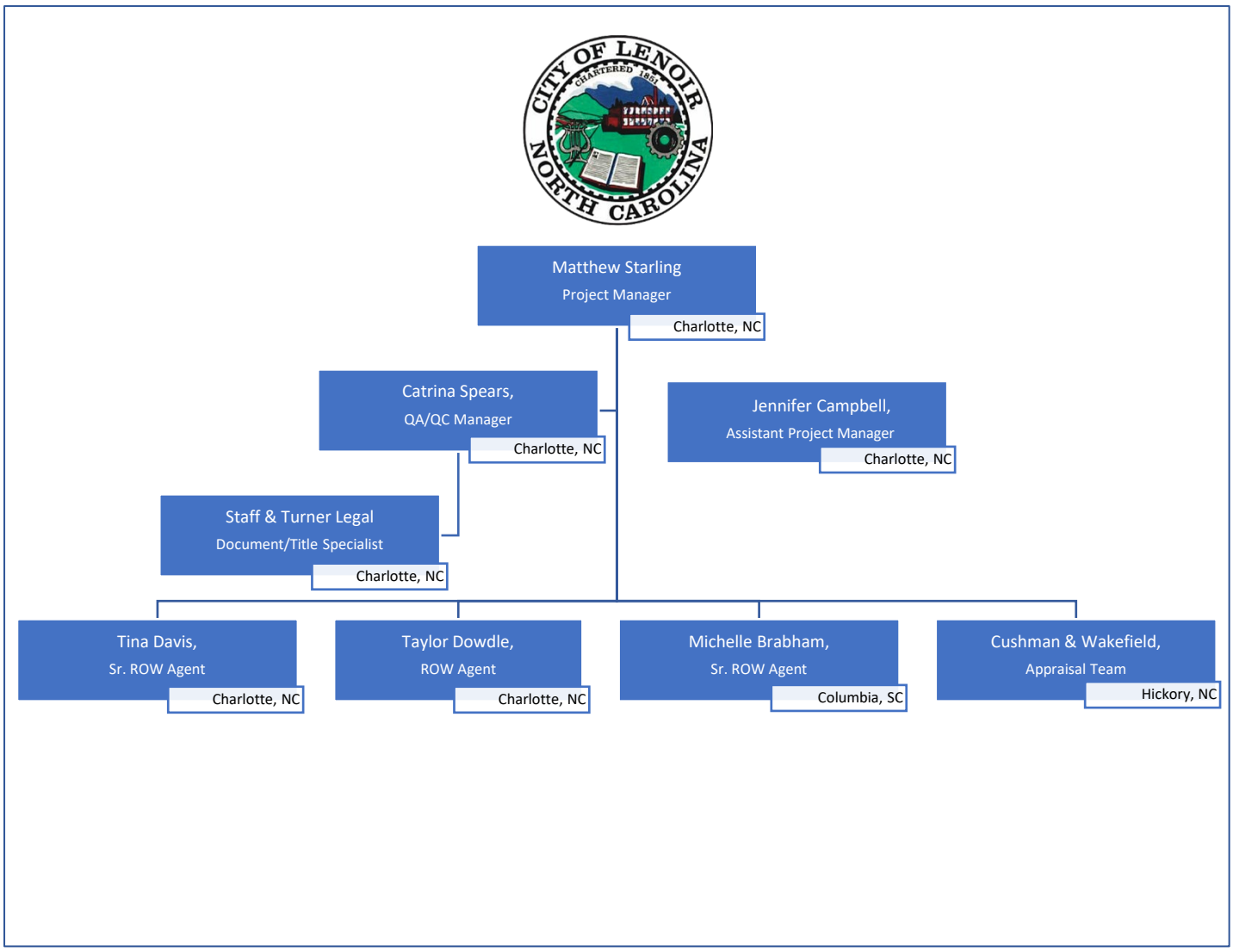
In addition, the firm is conducting multiple appraisals for Enbridge related to natural gas pipeline acquisitions across north-central North Carolina. Cushman & Wakefield has also been at the forefront of litigation involving permanent utility easement acquisitions for NCDOT throughout the state, providing both technical expertise and strategic support.

Recent and ongoing projects with significant easement components include BR-0077 in Guilford County, U-5821 in Gaston County, I-6059 in Alamance County, R-2632 in Mecklenburg and Cabarrus Counties, and U-4700 in Catawba County (widening of US-321). These projects demonstrate Cushman & Wakefield's proven capability in successfully delivering appraisal services for complex and large-scale infrastructure projects.

Turner Legal Services, PLLC provides comprehensive title search services to NCDOT and local municipalities. **Phyllis Turner** founded the Turner Law Firm, PLLC on February 07, 2013. Phyllis has been licensed to practice law in the State of North Carolina since September 2008.

Organizational Chart

We recognize that the success of ROW projects depends on the knowledge and skill of the professionals involved. Our team includes highly skilled consultants and staff members who are experts in various facets of right of way, from land acquisition and title research to relocation and appraisal services. To ensure that our team remains at the forefront of industry standards and practices, we emphasize continuous professional development and look for subconsultants who do the same.



Chapter 3: Team Project Experience

Right of way projects are inherently complex and often involve multiple disciplines, such as land acquisition, legal expertise, engineering, environmental considerations, and community outreach. Our team recognizes the importance of combining these different areas of expertise and working together seamlessly to navigate the challenges that may arise throughout the project lifecycle. Whether coordinating with local governments, private entities, or specialized consultants, we prioritize fostering strong, open lines of communication and a shared commitment to success.

At the core of our approach is a culture of collaboration. We encourage our team members to bring not only their technical knowledge and skills but also a collaborative mindset that helps facilitate the exchange of ideas, problem-solving, and the alignment of efforts across the entire project team. This collective approach ensures that each phase of the project is handled with the attention and expertise it requires, ultimately leading to the timely and efficient delivery of the right of way.

Every project example we have successfully completed has involved close collaboration with key teaming partners. In these projects, the cooperation between all parties—whether it is with appraisers, engineers, legal professionals, or public agencies—has been essential to the project's success. We understand that no project can succeed without mutual trust, open dialogue, and a shared vision for success. Through these partnerships, we leverage the strengths of all parties involved, resulting in a more cohesive and effective approach to project execution. We recognize

that the success of any right of way project is the result of teamwork—both within our organization and with external stakeholders.

Below are several project examples.

Project: **Carolina Container Gravity Sewer Project – York County**
Client Contact: Barry McKinnon, Utility Program Manager
Client Phone No.: 803-818-5781
Description: CED provided acquisition services for 5 permanent utility easements in York County. This project will allow for the removal of an old pump station and allow the sewer line on Flint Hill Road to flow via gravity rather than being pumped. This project was acquired on claim reports and no appraisals were necessary. This was a County funded project.

Project: **US 176 Water and Sewer Line Replacement** – Berkeley County Water & Sewer
Client Contact: Kevin J. Barnes – Mead & Hunt, Inc.
Client Phone No.: 943-213-3268
Description: Colliers Engineering & Design, Inc., while operating as Primacq Group, Inc., was selected to provide all right of way services on this 19-parcel project in Berkeley County, SC, which was in addition to an existing US 176 Road Widening Project. Our firm's services included appraisal, appraisal review, title management, as well as acquisition and relocation services. This project included partial acquisitions to replace and update water and sewer lines. During these acquisitions, the agents discuss the whole process in detail with the landowner to accomplish the following: build a relationship of trust, confirm ownership, confirm tract size and property lines, advise landowner of right of way process, and answer any questions the landowner may have.

Project: **Electric Undergrounding Program, North Carolina, South Carolina, Florida, & Ohio**
Description: CED provided voluntary easement acquisition services for this large-scale utility grid improvement initiative spanning multiple states. The project included title research, landowner engagement, easement acquisition, and easement close out, with a strong focus on safety. Our title research team provided title work for each parcel impacted by this project and prepared preliminary easements for our acquisition teams. Due to the complex nature of this program, our acquisition team was embedded with our client to help provide a seamless project. The public engagement component of this project required CED to work closely with the client and to meet regularly with the public to establish a positive image within the communities. Our acquisition teams were also engaged during the construction phase acting as a liaison between the construction team and the customers/landowners through restoration. Throughout this contract we became experienced with several client data management systems. Our team formulated step by step guides on how to use these various systems and how to complete the associated work tasks within the software platforms. **Our team acquired over 3,700 easements within a 12-month period and researched and QC'd over 8,000 parcels over a 16-month period.** Our title research team QC'd all acquired easements and e-filed them as well.

Project: **U-4713A, (NCDOT Div. 10)**
Client Contact: Jason Callicutt - NCDOT Division Agent
Client Phone No.: 704-244-8908
Client Email: Jacallicutt@ncdot.gov
Description: CED was selected to provide right of way services for the road extension of McKee Road in Matthews, NC. This was a federally funded project that impacted approximately 25 parcels in a primarily residential area. The road extension will be constructed between the back of two subdivisions to alleviate traffic, and includes the construction of curb and gutter, sidewalks, and multi-use paths, as well as the addition of culverts and new and improved drainage. The project consisted of fee simple, permanent, and temporary easement acquisition. The project had three condemnations, and all other claims were settled.

Project: **U-6020, NCDOT, Division 5**
Client Contact: Brian Rogers - NCDOT Division Agent (now Area Negotiator)
Client Phone No.: 919-220-4710
Email: brianrogers@ncdot.gov
Description: Maser Consulting (now known as Colliers Engineering & Design) was selected to provide right of way services for the realignment of the intersection at NC 56 and West Lyon Station Rd. This project impacted approximately 16 parcels in a heavy, commercial corridor. There were several sign relocations on this project. The project consisted of fee simple, permanent easement and temporary easement acquisitions.

Project: **HL-0008Q, NCDOT, Division 5**
Client Contact: Michelle Winston – NCDOT Division Agent
Client Phone No.: 919-220-4710
Email: mawinston@ndot.gov
Description: Colliers Engineering & Design was selected to provide right of way services for the grading, paving, draining and signals on SR 1390 (Optimist Farm Road) & SR 1386 (Beels Lake Road). The project impacts 19 parcels and consists of fee simple, permanent easement, temporary easement acquisitions and relocation.

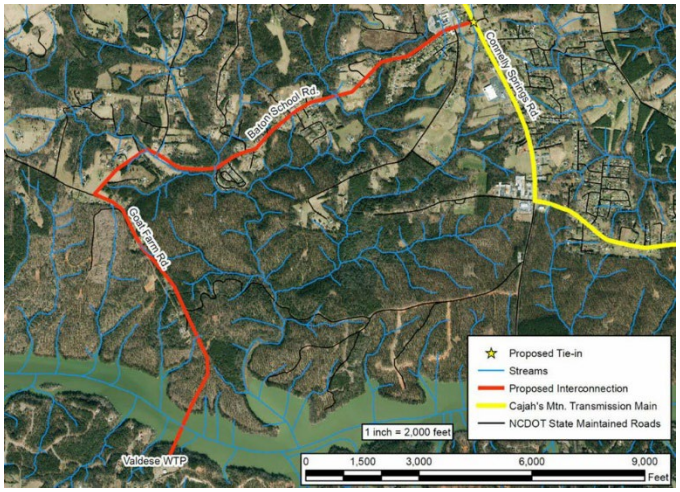
Additional NCDOT projects completed within the last five (5) years:

Div.	TIP#	Location	Project Description
2	BR-0005	Beaufort County	Replace Bridge: 060075 on NC 33 Over Chocowinity Creek - acquisition and easements on 19 parcels.
2	R-5858	Carteret County	Intersection Improvement: NC 24(CEDAR POINT BLVD. & WB MCLEAN DR.) AT NC 58
2	BR-4603	Pitt County	Replace Bridge: NO. 29 ON SR 1715 (JACK JONES RD.) OVER FORK SWAMP
2	W-5702R	Beaufort County	Road widening: US 264 SUPER STREET BETWEEN WASHINGTON, NC AND BEAUFORT COUNTY COMMUNITY COLLEGE
2	B-4926	Lenoir County	Replace Bridge: No 20 and Bridge No 34 on NC 55 over the Neuse River
5	U-5518	Wake/Durham	Early Acquisition: Glenwood Ave
5	BP5.R080.2	Granville County	Replace Bridge: No. 199 OVER FORD CREEK ON SR 1629 (FLAT ROCK RD)
5	R-2829 AA	Wake County	Complete 540 - Triangle Expressway Southeast Extension Corridor Study
5	W-5705H	Wake Co	Road widening: SR 2509 (MIAL PLANTATION RD) AT SR 2506 (MAJOR SLADE RD) SR 2506 (MAJOR SLADE RD) AT SR 2233 (SMITHFIELD RD)
7	W-5707H	Caswell County	Road widening: NC 87 AND SR 1144 (BROWNS CHAPEL ROAD) AND SR 1142 (BROWN ROAD) - SAFETY IMPROVEMENTS
10	Bridge #92 (Gilboa Rd.)	Union County	Bridge Replacement over Beaverdam Creek on SR 1903 4 Parcels – ROW Acquisition

Chapter 4: Technical Approach

Colliers Engineering & Design (CED) recognizes the importance and community impact of the Lenoir-Valdese Interconnect Project. Our approach focuses on regulatory compliance, efficient parcel management, and clear communication to provide high-quality ROW acquisition services.

Project Initiation and Coordination: Upon receiving the Notice to Proceed, CED will coordinate an internal kickoff meeting and a scoping session with City staff. This meeting will align expectations, finalize communication protocols, review deliverables, and discuss any coordination needed with other Agencies. We will begin with a comprehensive review of design plans to identify potential high-impact parcels and access any missing project data.



Understanding of the Corridor and Local Sensitivities: We understand that the Lenoir-Valdese Interconnect Project is designed to ensure reliable and resilient water service for the communities of Lenoir and Valdese. By linking the two systems, the project will provide an additional safeguard against service interruptions, support future growth, and strengthen the overall stability of the regional water supply. This investment, made possible through state funding, reflects a commitment to protecting public resources and meeting the long-term needs of local residents and businesses. The proposed corridor as shown on the map, is mostly agricultural and residential land. The project area includes sensitive community assets such as a Caldwell County School, Board of Education property, and a mobile home park. Parcels such as the school properties will require early engagement due to negotiation timelines. CED will prioritize outreach and negotiation efforts on these parcels to avoid schedule bottlenecks.

Client Communication & Reporting: CED understands the importance of effective communication. From our experience, applying a specific chain of communication keeps the information delivered in a more organized manner, internally and externally. As the City's main point of contact, Mr. Starling will serve as your primary point of contact. He believes in responding within 24 hours and looks to his team to do the same. Our swift communication style has been one of the attributes contributing to our success. This downward communication approach will streamline information dissemination and keep the communication organized.

CED will provide consistent and accurate monthly reporting on each parcel. We will coordinate this reporting structure with the City to ensure we provide thorough and accurate information to the project team. CED can provide reporting in various forms and will discuss all options upon award. Mr. Starling will address any questions or concerns with the client in a timely manner to keep the project moving forward. Not only is our parcel tracking important to manage the timeline of the project progression, but this is also where communication of any red flags we see early on is key and will be discussed immediately.

Innovativeness: CED approaches each ROW project with a forward-thinking mindset designed to reduce delays, improve community relations, and deliver better outcomes. For this project, we propose the following innovative strategies:

- **Parcel Prioritization by Risk Profile:** We will implement a risk-based prioritization model to target parcels with potentially complex negotiations or corporate ownership early in the

process, such as the Caldwell County School & Board of Education. This front-loading strategy helps mitigate downstream delays.

- **Seeking Donations and starting negotiations with Estimates as opposed to appraisals:** Our team will focus on securing agreements by donations and cost estimates. This will save time and project budget for the City.
- **Flexible Communication Tools:** We will tailor our communication channels—phone, email, in-person meetings, and digital updates—based on landowner preference. For harder-to-reach owners, we use platforms like BeenVerified and ZoomInfo alongside certified mail and traditional outreach methods.
- **Early Coordination with Legal Teams:** For parcels likely to involve complex title issues or condemnation, we will engage early with the City's legal counsel to preempt delays and prepare documentation in parallel with negotiations.

These proactive and customized strategies help ensure smoother project execution and higher owner satisfaction.

Schedule: CED will coordinate closely with the City to maintain schedule integrity. Our objective is to close parcels efficiently while maintaining compliance with all applicable regulations and project milestones. Here is our proposed schedule, we estimate the project will take 9 months to acquire:

- Firm Selection and Notification – **09/16/2025**
- Notice to proceed (all contracting in place) – **10/06/2025**
- Approved Design Plans provided by –**10/10/2025**
- Introduction Letters mailed –**10/24/2025**
- Current Owner Searches completed –**10/31/2025**
- Initial contact with property owners – (8 weeks) **10/27/2025 – 12/17/2025**
- Cost Estimate for all parcels completed –**11/14/2025**
- City to approve the Cost Estimate – **12/1/2025**
- Easement Exhibits – To be completed by City prior to Offers being made.
- Offers Made – All Cost Estimate offers made by **1/16/2026**
- Order appraisals, if needed, by **2/2/2026**
- Negotiation – (12 weeks) – Complete negotiations and settlements by **4/10/26**
- Closings & Recordings (4 weeks) – closings completed by **05/29/2026**
- Condemnations, if needed (est. 8 weeks) – **4/20/26 – 6/12/26**
- Right of Way Certification – **06/15/2026**

Note: *This is a preliminary schedule. It can be adjusted depending on the overall need of the City. Given the timing of the project, consideration had to be given for the Holiday season. Additional time may be needed for appraisals and condemnations.*

Landowner Contacts & Negotiations: Our acquisition agents will take the time to make certain the landowner understands the project's impacts to their property, the need for the acquisition, and answer any questions landowners have. *This is the most important part of our job – listening to the landowners.* Our Agents are trained to explain plans and advise property owners how a proposed project will affect their property. Our agents carry metal flags, spray paint, and measuring devices—tools that can provide a detailed visual. The better we communicate upfront and address concerns promptly, the smoother the process will be.

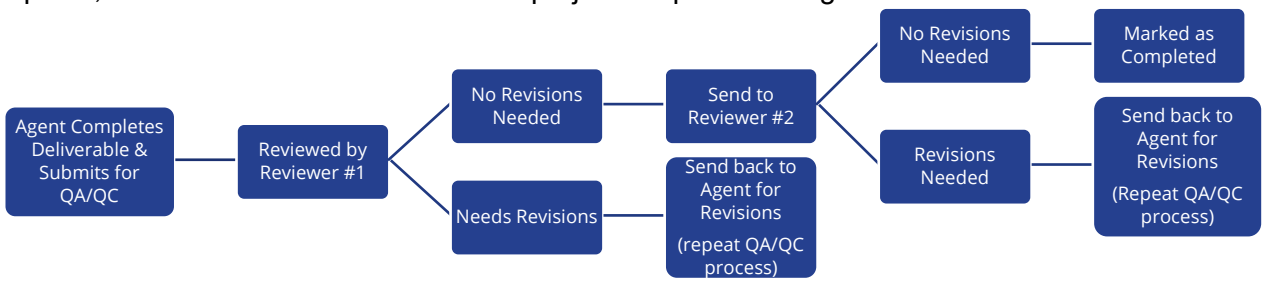
We will make every effort to meet with property owners in person. Our team uses BeenVerified and ZoomInfo to gather landowner information as needed. We may also conduct website searches and utilize social media, but sometimes nothing replaces the old-fashioned approach of door knocking

and talking to neighbors. All our agents have their NC Notary, allowing property owners to sign in the comfort of their home. For out-of-state landowners, we will attempt contact via regular and certified mail if we cannot find a working phone number or email. During the landowner contact, we will carefully explain the following:

- Who we are, who we work for, and our role.
- Explain how the property will be impacted and review the Exhibit & plans, property lines, and verify ownership.
- The "Why" of the project. Why is it getting built and why it will benefit them or their neighbors.
- Our agents will work to secure a donation agreement first, if desired by the City and then move to negotiations as needed.
- If a translator is needed, we have CED staff that are bilingual that can be utilized and we have access to an on-call service, Choice Translating, Inc.

Our agents will make multiple contacts with the property owners. If we are not able to complete an executed agreement due to a definitive "no" or have a conveyance/title issue, we will coordinate with the City to determine next steps. Condemnation is last resort for our team, and we will work closely with the City to find a solution to avoid it if possible.

Quality Assurance/Quality Control (QA/QC): CED maintains a rigorous QA/QC process to ensure all deliverables meet the highest standards of accuracy, consistency, and compliance. Our two-tiered review process includes an initial review by our QA/QC Manager followed by final review from the Project Manager. This ensures that all work products are technically sound, regulatory-compliant, and delivered within the defined project scope and budget.



We are confident that this technical approach, grounded in local awareness, innovative planning, and regulatory compliance, will lead to a successful outcome for the City of Lenoir.

Chapter 5: Schedule of Fees

Acquisition Services	Per Parcel Fee
• Negotiation Fee	$3,750
• Cost Estimate	$200
• Closing & Recordings	$350
TOTAL:	**$4,300**

If Needed Services	Per Parcel Fee
• Title Report	$750
• Updated Title Report	$250
• Appraisals	$2,750

Chapter 6: Scope of Services

DEFINITIONS AND DESCRIPTIONS OF DUTIES TO BE PERFORMED

Local Public Agency - References to "Local Public Agency" in this Scope of Services shall mean City of Lenoir, NC.

Design Consultant - References to "Design Consultant" in this Scope of Services shall mean McGill Associates.

Consultant - References to "Consultant" in this Scope of Services shall mean the right of way acquisition consultant, Colliers Engineering & Design.

Standards - For the purposes of preparing this Scope of Services and Cost Proposal, the Consultant will follow accepted real estate acquisition standards that are in compliance with the North Carolina General Statutes, the Federal Uniform Act, and as outlined in the most current edition of the North Carolina Department of Transportation's Right of Way Manual.

Project Authorization - Project authorization shall remain a Local Public Agency function. The Local Public Agency shall ensure a project has been properly authorized.

Evidence of Insurance - The Consultant will provide a Certificate of Insurance meeting all of the requirements of the Local Public Agency with the proposal or after a contract is executed between the Local Public Agency and the Consultant.

Labor Payments - All labor payments to the Consultant will be the responsibility of the Local Public Agency.

TITLES:

Title Research - The Consultant will perform current owner title searches on all parcels necessary for easement acquisition. This will be completed within the proposed Negotiation fee. If needed, certificates of Title shall be obtained by a licensed North Carolina Attorney for the proposed fee. Any Court actions by Local Public Agency would require a title opinion by an attorney.

APPRAISALS:

Cost Estimate - The Consultant will begin negotiation activities with a cost estimate. NCDOT allows consultants to negotiate claims under $35,000 with a cost estimate (or what they call a claim report).

Appraisal - All valuation activities will be performed in accordance with USPAP appraisal standards and applicable NCDOT Guidelines, unless otherwise directed by the Local Public Agency. Appraisals will be ordered if needed. Any court action by the Local Public Agency would require an appraisal. The Consultant reserves the right to adjust the proposed appraisal fee if structures are impacted or damages must be considered in the report.

Appraisal Reviews – Not included in this proposal. Appraisal reviews are typically completed by NCDOT. If reviews are needed, an additional fee will be charged to the Local Public Agency to perform this work, once pre-approved by the Local Public Agency.

Engineering Studies & Septic Inspections - Engineering Studies or Septic Inspections, if needed, come at an extra expense. It's unknown if these items will be needed, therefore they are not included in this proposal. The cost of these items shall be incurred by the Local Public Agency as a pass-through expense on the Consultant's invoice, as pre-approved by the Local Public Agency.

ACQUISITION:

Negotiations - The Consultant will be responsible for all negotiation activities on the 50-86 easement acquisitions required. All negotiation activities will be done in accordance with the NCDOT Right of Way Manual, unless otherwise directed by the Local Public Agency. The Consultant is responsible for the preparation and distribution of the Notification Letters, Offer Letters, and Brochures. During negotiations, the Consultant shall supply the fee owner with a copy of the applicable Appraisal. The Consultant will request a donation of easement for minor acquisitions. Consultant will complete a maximum of ten (10) contacts (face to face meetings, phone calls, teams' meetings, mail, and/or e-mails) per Parcel within a sixty (60) day period from the date of the Initial offer, in order to secure the Parcel. All contacts will be logged in the Acquisition Agent's notes, as part of the parcel file records. Should the Local Public Agency wish to extend negotiations beyond ten (10) contacts or beyond a sixty (60) day period, Consultant reserves the right to request a contract modification for additional Negotiation labor fee(s) with the affected property owner(s).

Legal Descriptions & Staking – The Local Public Agency will be responsible for providing Legal Descriptions. The Local Public Agency shall stake the proposed right of way if requested by the property owner or the Consultant.

Legal (Conveyance) Instruments - Legal (Conveyance) Instruments will be provided by the Local Public Agency.

CLOSING & TITLE UPDATE:

Closings – all closing activities are to be the responsibility of the Consultant. Closing activities include the following:

- Conducting of closings and the disbursement of monies as required;
- Assisting the property owner in the execution of required instruments and forms.
- Securing the necessary approvals from required local agencies to permit the transfer of ownership of property rights in the County Office;
- Recording the instruments with the County Register of Deeds;

Title Updates - Title Updates shall be obtained by a licensed North Carolina Attorney, if needed.

Mortgage Releases – Not included in this proposal. Consultant assumes Mortgage Releases will not be required for the easement acquisitions. If releases are required an additional fee will be charged to perform this work, with approval of the Local Public Agency. Mortgage Release fees requested from the bank will be invoiced as actual costs to the project, as pre-approved by the Local Public Agency.

PROJECT ADMINISTRATION:

Project Mobilization Meeting - A Project Mobilization Meeting is held to introduce each other and to clarify any questions relating to project scope. A Project Mobilization Meeting will outline contact persons and communication protocol. At this meeting, all issues related to the specific job and its division of responsibilities will be resolved.

Administrative Reviews - The Local Public Agency shall be the primary contact for settlement authority requested by the Consultant for administrative reviews. All requests for administrative reviews shall be in writing and shall contain all appropriate documentation to support a request. A recommendation will be provided by the Consultant. If monetary negotiations are authorized, the Consultant will request authority to approve Administrative Reviews up to 10% over the original offer or $3,500.00, whichever is greater.

Condemnation Coordination - The Local Public Agency's legal counsel or other official as designated by the Local Public Agency shall be the primary contact for all condemnation coordination activities. Upon receipt of the condemnation billing package from the Consultant, the Local Public Agency will be responsible for filing in the appropriate court of law.
This Scope of Service and Cost Proposal does not include the preparation of the condemnation documents to file, this will be the responsibility of the Local Public Agency. Follow-up meetings during or after the filing process (after the parcel has been submitted for condemnation and the Local Public Agency directs the Consultant to re-enter into negotiations); mediation hearings, court deposition and testimony, or assisting legal counsel is not included with this Scope and Fee. However, these services can be provided by the Consultant if a scope and fee can be mutually agreed upon between the Local Public Agency and the Consultant.

Billing - Complete billing packages (signed Parcels or condemnations) shall be submitted to the Local Public Agency for processing. All forms/negotiator notes must be typed or computer generated. Specific items of information to be included in the billing package will be defined during the Project Mobilization meeting. All billing requests will be reviewed and checks processed by appropriate Local Public Agency personnel. In the case of signed parcels, the check shall be prepared by the Local Public Agency and then forwarded to the Consultant for payment to the owner(s). In the case of condemnations, the check will be forwarded to the Local Public Agency's legal counsel to be placed on deposit with the Court. In all cases, the Local Public Agency will prepare the 1099-S forms, in conjunction with the processing of the warrants to pay each property owner.

Project Status Reports - The Consultant shall provide a monthly status report to the Local Public Agency on a form acceptable to the Local Public Agency. The status report shall be a stand-alone document indicating the current acquisition status of the project.

Project Meetings - The Consultant will meet with Local Public Agency and/or the Design Consultant personnel once per month after the Project Mobilization Meeting to discuss project status. If additional meetings are requested by the Local Public Agency or the Design Consultant, the Consultant reserves the right to request a contract modification for attending or participating in additional meetings beyond the schedule outlined above.

Final File Disposition - Upon receipt of recorded instruments for signed parcels or the filing of an condemnation case, the Consultant shall submit the individual parcel file(s) to the Local Public Agency; either individually or at the end of the project during the project closeout.

Quality Assurance Reviews - Consultant shall fully cooperate with the Local Public Agency and NCDOT during the auditing of the project by the Local Public Agency and/or NCDOT personnel.

Invoicing by Consultant - Consultant shall invoice the Local Public Agency on a monthly basis for milestones met. Invoices shall contain the Project Status Report (unless provided for separately) and a separate brief description of items contained on said invoice. The Acquisition fee shall be invoiced in three (3) equal milestones as follows: 1/3 once Initial meeting is completed, 1/3 once the written offer is made, and the final 1/3 once the Parcel is signed or sent to the Local Public Agency for condemnation. All other billing milestones will be invoiced at 100% once completed.

Matthew A. Starling

Geographic Discipline Lead| Land Services

Mr. Starling is an experienced Manager with over 19 years of extensive experience and training in all aspects of Right of Way. He currently oversees CED's Land Services Division in the Carolinas, which includes managing Right of Way Project Managers, Agents, and support staff across North and South Carolina. In this role, he ensures the seamless execution of right of way projects from initiation to completion while maintaining strict adherence to budget, schedule, & quality standards.

Mr. Starling is responsible for leading negotiations to acquire right of way properties and ensuring full compliance with all legal and regulatory requirements. He also provides expert guidance on complex right of way issues and disputes. Throughout his career, Mr. Starling has successfully managed more than 100 projects and acquired well over 5,000 parcels for public and private projects.

Education

B.S. Real Estate and Finance, Florida State University, 2006

Professional Registrations

NC Broker, License No. 295264

SC Broker, License No. 143747

NC Notary Public

SC Notary Public

Affiliations & Memberships

IRWA Chapter 31, Member

ASHE Carolina Piedmont Section – Assistant Treasurer & Program Co-Chair

Project Management Institute (PMI), Member

Training

IRWA – 501 Residential Relocation; 502 Business Relocation; 503 Mobile Home Relocation; 504 Computing Replacement Housing PMT; 505 Advanced Residential Relocation

ODOT – Relocation 201 & 202; Acquisition 101, 102, & 105; Appraisal 102; Highway Plan Reading

Appraisal Institute, Basic Appraisal Principles

Years of Experience

19

Key Projects

Roadway - Project Management

- NCDOT - U-5717 - Camden & Currituck County, NC
- NCDOT - U-5873 - Mecklenburg County, NC
- NCDOT - U-5907 - Mecklenburg County, NC
- NCDOT - U-2729 – Forsyth County, NC
- NCDOT – Div. 7 - Bridges 125-143 - Rockingham, Guilford, & Caswell
- NCDOT - W-5702G - Beaufort County, NC
- NCDOT - BP10.R015.3 - Bridge 129 - Cabarrus County, NC
- NCDOT - B-5631 - Sampson County, NC
- York County - SC-557, Clover, SC
- SCDOT - SC-160/I-77 (P029270) – Fort Mill, SC
- Town of Huntersville – Huntington Green Sidewalk Project

Roadway Design-Build Projects

- NCDOT - U-5713 & R-5777A/B (US-70) – Craven County, NC
- NCDOT - Bridge 585 DB - Buncombe County, NC
- SCDOT - I-85 Design-Build (P027114) - Gaffney, SC

Responsible for managing all right-of-way and real estate acquisition services on the project. The overall project required the acquisition of approximately 323 Tracts and the relocation of more than 50 residents, businesses and billboards.

Sewer & Water

- City of Charlotte – SWS – Minor Projects – Charlotte, NC

Storm drainage improvements, repairs, and maintenance. 2,000+ Parcels were acquired with a 90% settlement and donation rate.

- York County – Hwy 274 Sewer Force Main – Rock Hill, SC
- City of Lumberton – Tanglewood Drainage - Lumberton, NC
- City of Asheville – Patton Ave. Waterline Project – Asheville, NC
- County of Durham – Snow Hill Road Force Main – Durham, NC

CITY OF LENOIR
COUNCIL ACTION FORM

I. **Agenda Item:** Authorizing Resolution for NC Department of Commerce Building Reuse Grant Submission for "Project Clean Meds"

II. **Background Information:** The Building Reuse Program under the Rural Grants/Programs Section of the North Carolina Department of Commerce provides grants to local governments to support the following activities that will spur economic activity that will create jobs:

- The renovation of vacant buildings
- The renovation or expansion of a building occupied by an existing North Carolina company wishing to expand in their current location
- The renovation, expansion or construction of health care entities that will lead to the creation of new, full-time jobs.

The City is currently working with Caldwell County Economic Development (CCED) to apply for a Building Reuse Grant to provide funds to assist in the development and implementation of "Project Clean Meds". The grant request will be for $500,000.

Project Clean Meds has been distributing liquid-dose over-the-counter (OTC) medicines under both private label and control label offerings for over 20 years. Product categories include cough and cold, flu, allergy, pain relief, digestive health, first aid, oral electrolytes, and vitamins and supplements. The company offers a wide range of dosage forms, including liquids, solids, quick-dissolve melts, sprays, creams, and lotions.

Project Clean Meds distributes its own and control brands - Brunswick and Medibest - as well as private label and store-brand OTC, allopathic, homeopathic drugs, and niche food supplements. Its distribution network includes:

- National drug retailers: CVS, Walgreens, Rite Aid
- Mass merchandisers: Walmart, Dollar General, Dollar Tree
- National distributors: Cardinal Health, Emerson, Lil' Drug Store
- Regional private label wholesalers: Chain Drug Marketing Association
- Online retailers: Amazon, FSA Store, Walmart.com

Product development focuses on liquid dosage forms of allopathic, herbal, and homeopathic medicinal products, including allergy, nasal, and throat sprays; cough and cold remedies; analgesics; nano products; vitamins; food supplements; nutraceuticals; and first aid liquids. Brunswick has also patented a line of "clean medicines," which began shipping in Q2 2025.

Currently, all Project Clean Meds products are manufactured in FDA-registered facilities located in the United States (3), India (2), and China (1). To support future growth, Project Clean Meds plans to establish a new manufacturing plant in Lenoir, North Carolina, focused on producing the majority of its products—particularly the clean meds line. The facility will be located at 408 Jason Place SW, Lenoir.

Renovation plans for 408 Jason Place include construction of office and restroom facilities, electrical upgrades, and HVAC installation. The most complex aspect will be the

construction of several modular clean rooms. The initial phase will occupy 35,000 square feet, including cGMP-compliant manufacturing and packaging rooms and a primary distribution area. An additional 15,000 square feet will be designated for storage. Project Clean Meds anticipates expanding its operational footprint to over 150,000 square feet by 2027. The total quoted cost for purchase and construction is $7.2 million.

Project Clean Meds is expected to create 71 new full-time jobs within the first two years of operation, with a total of 124 full-time jobs anticipated in Caldwell County. The average salary for these positions is projected at $52,743.

CCED requests City Council to consider and adopt the Authorizing Resolution of the Building Reuse Grant and the City of Lenoir serve as the formal applicant, as required by grant regulations. The local government 5% ($25,000) grant match requirement will be provided through the Caldwell County Sales Tax Reinvestment Fund for the project

III. Staff Recommendation: If Council wishes to proceed with the grant submittal, City Council should adopt the enclosed Authorizing Resolution for NC Department of Commerce Building Reuse Grant Submission for “Project Clean Meds”.

IV. Reviewed by:

City Attorney:
City Manager:

Project Clean Meds Building Reuse Grant
Authorizing Resolution

WHEREAS, Ashley Bolick, Director of the Caldwell County Economic Development, has been working with a New Jersey Pharmaceutical Company to locate their manufacturing, packaging and distribution facility in Lenoir, and

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Lenoir City Council supports Project Clean Meds; and

BE IT FURTHER RESOLVED that the City of Lenoir will meet the local government 5% ($25,000) match requirement through the Caldwell County Sales Tax Reinvestment Fund for the project; and

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

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

Adopted this the 16th day of September, 2025 in Lenoir, North Carolina.

Seal:

Attest:

_____ _____

Lauren Hartley, City Clerk Joseph L. Gibbons, Mayor

CITY OF LENOIR

COUNCIL ACTION FORM

I. **Agenda Item:** Consideration to approve the submitted Authorization Resolution to authorize the City Manager and Finance Director to arrange financing for the Whitnel Transmission Main Replacement and for all remaining costs of the Lenoir-Valdese Interconnect Project, if approved for a State loan and/or grant award.

Background Information: Authorizing Resolution: Division of Water Infrastructure. Staff recommends approval of the submitted resolution authorizing the City Manager and Finance Director to execute and file grant and/or loan applications for approximately $7,000,000 for the funding of the Whitnel Transmission Main Replacement project and approximately $8,000,000 to supplement the current shortfall of the Lenoir-Valdese Interconnect project.

II. **Staff Recommendation:** Staff recommends City Council approve the Authorization Resolution as presented.

III. **Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: Jeff Church

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The City of Lenoir has need for and intends to construct projects described as the Whitnel Transmission Main Replacement and the Lenoir – Valdese Water Interconnect, and

WHEREAS, The City of Lenoir intends to request State loan and/or grant assistance for the projects,

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

That City of Lenoir, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Lenoir to make a scheduled repayment of the loan, to withhold from the City of Lenoir any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

If applying for a regional project, that the **Applicant** will partner and work with other units of local government or utilities in conducting the project, including the Town of Valdese.

That Scott Hildebran, City Manager, and/or Donna Bean, City Finance Director the **Authorized Representatives** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representatives**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application. That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 16th day of September, 2025 at City / County Chambers, 905 West Ave NW, Lenoir, North Carolina.

_____
Joseph L. Gibbons, Mayor

ATTEST:

_____
Lauren Hartley, City Clerk

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Lenoir does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City Council duly held on the 16th day of September, 2025; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this the _____ day of September, 2025.

_____

(Signature of Recording Officer)

_____

(Title of Recording Officer)

CITY OF LENOIR

COUNCIL ACTION FORM

I. Agenda Item:

Execution of Task Order No. 4, as prepared by McGill Associates, P.A. for Stormwater Value Engineering Study for the Campus Improvements Project; these services are specific to the OVT Pavilion site and include conducting a study to evaluate alternate means of addressing post-construction stormwater controls. The study is an effort to minimize or eliminate the need for the current designed underground detention system.

II. Background Information:

On January 7, 2025, the City of Lenoir executed a Master Services Agreement (MSA) with McGill Associates (McGill) for civil engineering for the Campus Improvements Project. As detailed in the MSA, the specific scope of civil engineering services for each project or location was to be captured in forthcoming Task Orders, along with costs for service at each location.

The previously executed Task Orders No. 1 and No. 2 included the scope of services for standard civil and site engineering for the Auditorium/Gymnasium site and the OVT Pavilion site. Task Order No. 3 included the environmental permitting assistance for the OVT site. During review of the site design plans for the OVT Pavilion, there has been possible cost savings identified. To determine the viability of the savings McGill needs to do an investigation of alternate means of addressing stormwater management associated with the renovation of the existing building and site improvements located at 1129 West Avenue, considering use of the portion of property adjoining to the west side of the project site for stormwater purposes.

This Task Order includes assistance from McGill Associates with the stormwater value engineering study:

- Conduct a study evaluating alternate means of addressing post-construction stormwater controls.
- Produce a summary letter with approximate sketches of options considered appearing to be viable, relative pricing, and permitting requirements associated with each item.
- Cost of the task order is $12,500.00

III. Staff Recommendation:

Staff recommends execution of Task Order No. 4 in the amount of $12,500.00 as prepared by McGill Associates, P.A. for the Stormwater Value Engineering Study for the OVT Pavilion site.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Director of Special Projects and Grants:_____

Risk and Purchasing Manager:_____

Attachments:

- **Task Order No. 4 (The Campus – Stormwater Value Engineering Study)**

EXHIBIT B

TASK ORDER NO. 4

This **TASK ORDER NO. 4** dated the _____, day of _____ 20__, is a supplement to the **MASTER SERVICES AGREEMENT** between the City of Lenoir, North Carolina, dated **January 7, 2025**, hereinafter referred to as OWNER and McGill Associates, P.A., hereinafter referred to as "ENGINEER". The purpose of this Task Order is to authorize the ENGINEER to provide services for the "PROJECT" entitled:

The Campus – Stormwater Value Engineering Study and Bidding Assistance

SECTION 1 - PROJECT DESCRIPTION:

The project can generally be described as:

Investigation of alternate means of addressing stormwater management associated with renovation of the existing building and site improvements located at 1129 West Avenue, considering use of a portion of the property adjoining the west side of the project site for stormwater purposes.

SECTION 2 - SCOPE OF SERVICES:

The Engineer shall provide all professional services (the "Services") for the Project including, performance of the following:

Stormwater Value Engineering Study

1. Conduct a study evaluating alternate means of addressing post-construction stormwater controls required by the City of Lenoir Phase II Stormwater Ordinance for the proposed improvements at 1129 West Avenue.

2. This study will consider use of a portion of the property adjoining to the west for stormwater control purposes in an effort to minimize or eliminate the need for the permitted underground detention/infiltration system.

3. Produce a summary letter with approximate sketches of options considered appearing to be viable, relative pricing, and permitting requirements associated with each item.

4. Final design of alternate stormwater control measures for permitting and construction is not included under this proposal, but can be provided under a separate task order.

This Scope of Services is based on the following assumptions:

- All information provided to McGill Associates by the Owner will be deemed reliable for use as presented
- This OWNER will provide McGill Associates Personnel access to the project site.
- Evaluation of potential stormwater control measures will be based on previously performed soil testing and assumptions supporting the permitted stormwater control measure design. Additional soil testing is not included under this proposal.
- The stream channel on the adjoining property is not subject to perennial or intermittent surface water buffer requirements.

SECTION 3 – COMPENSATION

The Owner shall pay the Engineer for services outlined in Task Order No. 4 the following Lump Sum amounts:

Stormwater Value Engineering **$ 12,500.00 Lump Sum**

SECTION 4 - MISCELLANEOUS

Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

SECTION 5 – AUTHORIZATION TO PROCEED

IN WITNESS WHEREOF, and as AUTHORIZATION TO PROCEED the parties execute below this Task Order No. **4** in duplicate originals:

EXECUTED this _____day of _____, 20___.

McGill Associates, P.A.

_____
Douglas Chapman, PE
Hickory Office Manager

City of Lenoir

By: _____
Scott Hildebran
City Manager

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

By: _____
Donna Bean
Finance Director

CITY OF LENOIR

COUNCIL ACTION FORM:

September 16, 2025

I. **Agenda Item:** City staff request that City Council adopt an Order of Abatement directing staff to abate the minimum housing violations by demolishing the structure on the property of 748 Harrisburg Drive.

II. **Background Information:** The subject structure is unfit for human habitation and attempts to achieve owner abatement have been unsuccessful. See attached time line for detailed information.

III. **Staff Recommendation:** Recommend adoption of the attached ordinance, directing staff to proceed with the demolition and removal of the structure.

IV. **Reviewed by:**

City Attorney: _____

Finance Director: _____

Planning Director: Hannah Williams _____

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

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

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

WHEREAS, the owners of this dwelling, **Sheldon Yvonne W.,** 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 June 2, 2025 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: **748 Harrisburg Drive**
Lenoir, North Carolina
Parcel-ID 06130 3 6
NCPIN 2749614663

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

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

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

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

Adopted this the 16nd day of September 2025.

JOSEPH L. GIBBONS
MAYOR

ATTEST:

Lauren Hartley
CITY CLERK

APPROVED AS TO FORM:

Timothy J. Rohr
CITY ATTORNEY

Minimum Housing Violation Affidavit
(748 Harrisburg Drive)

I, Matthew Bolick affirm that as the housing inspector for the City of Lenoir I have made every possible attempt to contact the property owners of 748 Harrisburg Drive. NCPIN: 2749614663. I have exhausted all resources in the effort to find the owners and/or heirs of the property mentioned above. The dwelling is unfit for human habitation and is a health/safety hazard for nearby neighbors. At this time the best course of action to eliminate the minimum housing violations is to demolish the structure and remove all debris from the property.

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

_____ _____

Date Matthew Bolick

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned Notary Public, do hereby affirm that _____ personally appeared before me on the ____ day of _____, 2025 and signed the above Affidavit ad hid free and voluntary act and deed.

_____

Notary Public

Owner: Yvonne W. Sheldon
Property: 748 Harrisburg Drive
NC Pin: 2749614663
Minimum Housing Violation Timeline

The following information was provided by City Housing Inspector Matthew Bolick

- **March 30 2023**. On this day the initial minimum housing violation/hearing notice was mailed to the property owner. Two copies of the letter were mailed one by certified mail and one first-class. Initial minimum housing letter requested that the property owner contact the housing inspector to set up a time for an onsite hearing to discuss the housing violations and abatement procedures. The owner failed to contact the housing inspector and the certified letter was returned.
  Certified Mail No. 7021 1970 0001 6843 5361

- **June 2 2025**. On this day the initial letter for minimum housing violation/hearing notice was resent to the property owner. Two copies of the letter were mailed one by certified mail and one first-class. The owner failed to contact the housing inspector but the certified letter was signed by the property owner.

- **July 2 2025.** On this day the second minimum housing violation/order to abate notice was mailed to the property owner. Two copies of the letter were mailed one by certified mail and one first-class. Second minimum housing letter determined that the structure was unfit for human habitation and a danger to the public health, safety, morals, and general welfare of the City's inhabitants. Due to that ruling the structure must be demolished and removed from the property. The owner failed to contact the housing inspector and the certified letter was signed and returned.
  Certified Mail No. 9589 0710 5270 2289 2910 39

- **August 4 2025.** Notification was mailed to the owner informing them that the housing inspector will be submitting an ordinance to City Council for the demolition of the dwelling located at 748 Harrisburg Drive. The City Council will consider this ordinance for adoption at the September 16, 2025 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir. Upon adoption of the ordinance the demolition of the dwelling will begin after September 30, 2025. All fees accumulated from the demolition will be placed as a lien on the property.
  Certified Mail No. 9589 0710 5270 2289 2913 98

- **August 28, 2025 .** On this day the property was posted with the Minimum Housing Initial Letter, Minimum Housing Violation/Order to Abate Letter, and Final Notice Letter.

- **August 2025.** In accordance with the City of Lenoir Code of Ordinance a Notice of Order to Demolish was submitted in the Lenoir News Topic. The ad requested that any person having or claiming an interest in the property be present for the City Council meeting. The ad was submitted and ran once a week for two consecutive weeks. Ad published on Thursday September 4, 2025 and Thursday September 11, 2025.

- At this time it is requested that an ordinance be passed for the demolition of the dwelling at 748 Harrisburg Drive. Demolition will take place after September 30 2025 and all fees accumulated will be placed as a lien on the property.

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Hearing Notice

03/30/2023

SHELDON YVONNE W
8212 W PONTIAC DR
PEORIA, AZ 85382

Certified Mail: 9589 0710 5270 2289 2906 98

To: **SHELDON YVONNE W**, owner(s) of property located at **748 HARRISBURG DR** (NCPIN:2749614663) in the City of Lenoir, North Carolina.

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

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

As the legal owner(s), you have **ten (10) days** to contact the City of Lenoir Planning Department to arrange for an administrative hearing to be held at Lenoir City Hall. - Please contact the Code Compliance Officer - Matt Bolick Call 828-757-2212 or email @ Matt.bolick@lenoirnc.gov at your earliest convenience.

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

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

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

Housing Sec. 10-56 Unfit for Human Habitation
Every dwelling and unit used as human habitation, or held out for use as a human habitation, must comply with all of the minimum housing standards and all requirements of the NC Building Code. No person shall occupy as owner-occupant, or let to another for occupancy or use a human habitation, any dwelling or dwelling unit which does not comply with all of the minimum standards for fitness for human habitation and all requirements of the NC Building Code.

Housing Sec. 10-59 structure
Evidence of structural issues (Sec. 10-59)

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

Stage of the Investigation: **Initial Investigation**

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Order to Abate

07/02/2025

SHELDON YVONNE W
8212 W PONTIAC DR
PEORIA, AZ 85382

Certified Mail: 9589 0710 5270 2289 2910 39

To: **SHELDON YVONNE W**, owner(s) of property located at **748 HARRISBURG DR** (NCPIN:2749614663) in the City of Lenoir, North Carolina.

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

Stage of the Investigation: **Final Determination**

The following code violations have been determined:

Housing Sec. 10-2(b) Abandoned

Housing Sec. 10-56 Unfit for Human Habitation

Housing Sec. 10-59 structure

This is the final determination for the property listed above. The property was found to be in violation of the City of Lenoir Minimum Housing standards. .

Abatement of these violations must occur in a specified amount of time, not to exceed **30 days** from receipt of this notice. Failure to abate the violations within the time specified will result in action including, but not limited to, civil penalties and abatement of the violations by the City. If you have questions concerning the violations or the abatement process, please contact me, Matt Bolick Call 828-757-2212 or email @ Matt.bolick@lenoirnc.gov.

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

Please remember this is an official notice, and your immediate attention is required. You may file an appeal to the Board of Adjustment within 30 days, specifically by 08/04/2025. Appeals carry an administrative cost as determined by the City Council.

I, Matt Bolick am providing the order to abate and certifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (160D-1208(a)).

Section 1-15 Civil and Criminal Penalties

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

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Final Notice of Abatement

08/04/2025

SHELDON YVONNE W
8212 W PONTIAC DR
PEORIA, AZ 85382

Certified Mail: 9589 0710 5270 2289 2913 98

Re: Minimum Housing Determination
748 HARRISBURG DR, LENOIR, NC 28645
Parcel: 2749614663

SHELDON YVONNE W

This letter is to inform you that you have failed to comply with an order of the housing inspector to abate minimum housing violations at 748 HARRISBURG DR within 60 days of 06/02/2025.

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

This letter is to inform you that the housing inspector has submitted an ordinance to City Council, as described above. The City Council will consider this ordinance for adoption at the 09/16/2025 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

I, Matt Bolick am providing the order to abate and certifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (160D-1208(a)).

Sincerely,

Matt Bolick
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212

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

Owner	SHELDON YVONNE W
	8212 W PONTIAC DR PEORIA, AZ 85382
Acct Number	166146
Parcel ID	06130 3 6
NCPIN	2749614663

Deferred Val	$
Assessed Val	$80,000
Calc Acreage	1.3416864
Land Units	237 (FF)
Legal Desc	BK 1963 PG 607 YR 19 ST 0.00
Plat Ref	00000/00000
Property Addr	748 HARRISBURG DR

Caldwell County

1:978

0 0.0075 0.015 0.03 mi

0 0.0125 0.025 0.05 km

August 28, 2025

Notice of Order to Demolish

The public will hereby take notice that the Lenoir Planning Department will be submitting an ordinance to the City Council for the demolition of 748 Harrisburg Drive. on Tuesday September 16, 2025 at the City/County Chambers 905 West Ave, Lenoir. All attempts to make contact with property owners and/or heirs have failed. It is requested that any and all heirs of Yvonne W. Sheldon, and any other persons having or claiming an interest in the property 748 Harrisburg Drive, Lenoir NC 28645 NC Pin 2749614663 be present for the City Council meeting at the date listed above.

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

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

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

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

Matthew Bolick
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212

0900 LEGALS

NORTH CAROLINA
CALDWELL COUNTY
NOTICE TO CREDITORS

THE UNDERSIGNED, having qualified as Administrator of the Estate of Wesley Franklin Bare, deceased late of Caldwell County, this is to notify all persons, firms, and corporations having claims against said Estate to present them to the undersigned on or before the 6th day of December, 2025 or this Notice will be pleaded in bar of their recovery. All persons indebted to said Estate please make immediate payment to the undersigned.

This the 4th day of September, 2025.

Tommy Bare,
Administrator
2411 Bishop Dr
Lenoir, NC 28645

Sept. 4, 11, 18, 25, 2025

Notice of Order to Demolish

The public will hereby take notice that the Lenoir Planning Department will be submitting an ordinance to the City Council for the demolition of 748 Harrisburg Drive. on Tuesday September 16, 2025 at the City/County Chambers 905 West Ave, Lenoir. All attempts to make contact with property owners and/or heirs have failed. It is requested that any and all heirs of Yvonne W. Sheldon, and any other persons having or claiming an interest in the property 748 Harrisburg Drive, Lenoir NC 28645 NC Pin 2749614663 be present for the City Council meeting at the date listed above.

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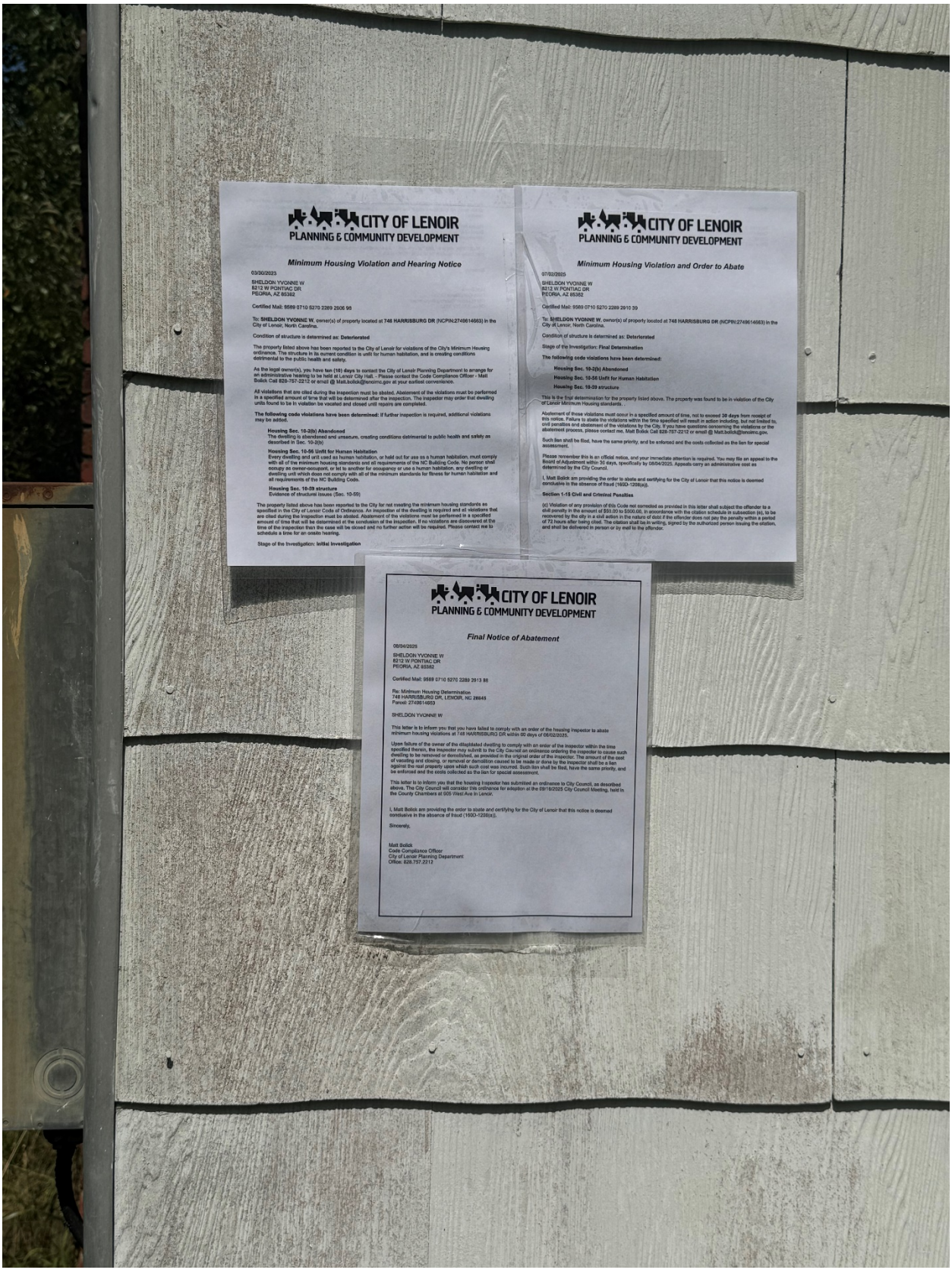
IV. The undersigned complaining of the afore-said property and all persons owning or having any interest therein, charges that said property fails to meet the Minimum Housing Standards prescribed in the Code of Ordinances of the City of Lenoir as more specifically set forth in the Notice of Violation.

Matthew Bolick
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212

Sept. 4, 11, 2025



CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Hearing Notice

03/30/2023

SHELDON YVONNE W
8212 W PONTIAC DR
PEORIA, AZ 85382

Certified Mail: 9589 0710 5270 2289 2506 95

To: **SHELDON YVONNE W**, owner(s) of property located at **748 HARRISBURG DR** (NCPIN:2749614663) in the City of Lenoir, North Carolina.

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

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

As the legal owner(s), you have **ten (10) days** to contact the City of Lenoir Planning Department to arrange for an administrative hearing to be held at Lenoir City Hall. - Please contact the Code Compliance Officer - Matt Bolick Call 828-757-2212 or email @ Matt.bolick@lenoirnc.gov at your earliest convenience.

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

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Evidence of structural issues (Sec. 10-59)

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Stage of the Investigation: **Initial Investigation**

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Order to Abate

07/02/2025

SHELDON YVONNE W
8212 W PONTIAC DR
PEORIA, AZ 85382

Certified Mail: 9589 0710 5270 2289 2910 39

To: **SHELDON YVONNE W**, owner(s) of property located at **748 HARRISBURG DR** (NCPIN:2749614663) in the City of Lenoir, North Carolina.

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

Stage of the Investigation: **Final Determination**

The following code violations have been determined:

Housing Sec. 10-2(b) Abandoned

Housing Sec. 10-56 Unfit for Human Habitation

Housing Sec. 10-59 structure

This is the final determination for the property listed above. The property was found to be in violation of the City of Lenoir Minimum Housing standards. .

Abatement of these violations must occur in a specified amount of time, not to exceed **30 days** from receipt of this notice. Failure to abate the violations within the time specified will result in action including, but not limited to, civil penalties and abatement of the violations by the City. If you have questions concerning the violations or the abatement process, please contact me, Matt Bolick Call 828-757-2212 or email @ Matt.bolick@lenoirnc.gov.

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

Please remember this is an official notice, and your immediate attention is required. You may file an appeal to the Board of Adjustment within 30 days, specifically by 08/04/2025. Appeals carry an administrative cost as determined by the City Council.

I, Matt Bolick am providing the order to abate and certifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (160D-1206(a)).

Section 1-15 Civil and Criminal Penalties

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

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Final Notice of Abatement

08/04/2025

SHELDON YVONNE W
8212 W PONTIAC DR
PEORIA, AZ 85382

Certified Mail: 9589 0710 5270 2289 2913 88

Re: Minimum Housing Determination
748 HARRISBURG DR, LENOIR, NC 28645
Parcel: 2749614663

SHELDON YVONNE W

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I, Matt Bolick am providing the order to abate and certifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (160D-1206(a)).

Sincerely,

Matt Bolick
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212

Photo from 2023

Photo from 2023

Photo from 2023

Photo from 2023

Photo from 2023

Photo from 2023

Photo from 2025

Photo from 2025

Photo from 2025

Photo from 2025

Photo from 2025

Photo from 2025

Photo from 2025

Photo from 2025

Photo from 2025

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Photo from 2025

Photo from 2025

Photo from 2025

Photo from 2025

101

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SHELDON YVONNE W
8212 W PONTIAC DR
PEORIA, AZ 85382

9590 9402 9247 4295 4747 75

2. Article Number *(Transfer from service label)*
9589 0710 5270 2289 2910 39

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☑ Addressee

B. Received by *(Printed Name)* C. Date of Delivery 7/8/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☑ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery
00)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sheldon Yvonne W
8212 W. Pontiac Dr.
Peoria, AZ 85382

9590 9402 8714 3310 6061 60

2. Article Number *(Transfer from service label)*
9589 0710 5270 2289 2906 98

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☑ Addressee

B. Received by *(Printed Name)* C. Date of Delivery 6/9/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☑ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery
00)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricte Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

CERTIFIED MAIL®

City of Lenoir
P.O. Box 958
Lenoir, NC 28645

9589 0710 5270 2289 2913 98

CHARLOTTE NC LPC 281
5 AUG 2025 PM 03

US POSTAGE PITNEY BOWES
ZIP 28601
02 4W
0000373342 AUG 05 2025
$ 010.44⁰

SHELDON YVONNE W
8212 W PONTIAC DR
PEORIA, AZ 85382

..9327010724946869

B5382-547412
28645>0958

NIXIE 850 FE 1 0008/28/25
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 28645095858 *2733-01555-05-45