



AGENDA
City of Lenoir
City Council Meeting
905 West Ave. NW, Lenoir, NC 28645
Tuesday, October 7, 2025 | 6:00 pm



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Special Recognition: On behalf of City Council, Mayor Gibbons will read and present a proclamation for the National DAR Day of Service.

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.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, September 16, 2025 as submitted.
- B. Minutes: Approval of the Committee of the Whole minutes of the meeting of Tuesday, September 23, 2025 as submitted.
- C. 2026 City Council Meeting Schedule: Approval of the 2026 City Council Meeting schedule as submitted.
- D. Proclamation: Approval of a proclamation proclaiming October 11, 2025 as National DAR Day of Service.

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. National Night Out will be held Tuesday, October 7 from 6:00-9:00 p.m.
 - 2. The Lenoir Tourism Development Authority Board will meet on Thursday, October 9 at 2:00 p.m. at City Hall, Third Floor.

3. The Lenoir Business Advisory Board will meet on Thursday, October 9 at 6:00 p.m. at City Hall, Third Floor.
4. The City/County Services Committee will meet on Monday, October 13 at noon at the J.E. Broyhill Civic Center.
5. The Economic Development Advisory Committee will meet on Tuesday, October 14 at 8:15 a.m. at the J.E. Broyhill Civic Center.
6. The ABC Board will meet on Thursday, October 16 at 2:00 p.m.
7. Early voting will be held at the Caldwell Resource Center (former Library) beginning on Thursday, October 16th, and continuing on Friday, October 17th, Monday, October 20th - Friday, October 24th, Monday, October 27th - Friday, October 31st, each weekday from 8:00 AM to 5:00 PM, and Saturday, November 1st, 8:00 AM to 3:00 PM. Election Day is Tuesday, November 4.
8. The Parks and Recreation Board will meet on Monday, October 20 at 6:00 p.m. at the Mulberry Recreation Center.

B. Items for Council Action

1. Brownfield Cleanup Alternatives Analysis - 1429 College Avenue: Approval to submit the Analysis of Brownfield Cleanup Alternatives for the 1429 College Avenue Property and Authorize the submission of an Environmental Protection Agency (EPA) Brownfield Cleanup Grant Application to assist with the final cleanup of the Subject Property, as recommended by Mid Atlantic Associates, LLC.

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 MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

PROCLAMATION NATIONAL DAR DAY OF SERVICE

WHEREAS, October 11, 2025, marks the 135th anniversary of the founding of the National Society Daughters of the American Revolution to honor the memory and the spirit of the men and women who achieved American independence; and

WHEREAS, nearly 1.75 million members have since fulfilled this vibrant service organization's mission to promote historic preservation, education and patriotism; and

WHEREAS, DAR members have recorded in excess of 38 million volunteer service hours since the NSDAR implemented its online Service To America Program in 2013; and

WHEREAS, the Tucker's Barn Chapter of the DAR was founded in Lenoir, North Carolina, in September 2019 to complete this important service work on the local level; and

WHEREAS, it is fitting and proper to accord official recognition to this vital organization and its memorable anniversary for their goodwill and dedication in serving Lenoir, and other communities within Caldwell County.

NOW, THEREFORE, I, Joseph Gibbons as Mayor of Lenoir, North Carolina, do hereby declare October 11, 2025, as **NATIONAL DAR DAY OF SERVICE** in the City of Lenoir, North Carolina,

AND ask our citizens to reaffirm the ideals of our nation's founders and to honor and respect the freedoms guaranteed to us through the Declaration of Independence and the United States Constitution.

This the 7th Day of October 2025.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Lauren Hartley, City Clerk



CITY OF LENOIR
COUNCIL ACTION FORM
October 7, 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

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	
	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)
RESIDENTIAL, GENERAL (1)																
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 16, 2025
6:00 P.M.**

- PRESENT:** Mayor Joe Gibbons presiding. Mayor Pro-Tem David Stevens, Councilmembers present were Jonathan Beal, Ike Perkins, Ralph Prestwood, Kimmie Rogers, Crissy Thomas, 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, Parks & Recreation Director Phil Harper, Public Services & Public Works Director Jon Hogan, Public Information/Communication Director Joshua Harris, Community Engagement Coordinator Ashley Smith, Fire Chief Norman Staines, Police Chief Andy Wilson, Planning Director Hannah Williams.
- ABSENT:** Councilmember Todd Perdue, Interim Director of Special Projects and Grants David Coffey, Economic Development Main Street Director Brenda Floyd.

I. CALL TO ORDER

- A. Mayor Gibbons announced the Caldwell Senior Center is holding a reception and ribbon cutting on September 16th. They are rebranding their name to The Thrive Center.
- B. Moment of Silence & Pledge of Allegiance
- C. Mayor Gibbons stated Constitution Day is September 17th. The City will hold a ceremony at the Charters of Freedom at 9:30 a.m. where a proclamation will be read. This proclamation was presented to the Daughters of the America Revolution (DAR) at the previous council meeting.

II. MATTERS SCHEDULED FOR PUBLIC HEARING:

- A. Zoning Ordinance Amendment ZOA 1-25 for the B-7 zoning district.

The public hearing was 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 and Lenoir-Valdese Interconnection Project: 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.

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

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

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 748 Harrisburg Drive SW, as submitted.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY**VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR****IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS**

Councilman Prestwood announced Mayor Gibbons will be recognized for a Special Service Award by the Appalachian State Former Athletes Association at the October 18th Appalachian State vs. Coastal Carolina Football game. Lenoir resident Earl "Junie" Bradshaw will also be recognized.

X. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:12 p.m.

Lauren Hartley, City Clerk

Joseph L. Gibbons, Mayor

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	<u>Hourly Basis</u>
	\$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 16th day of September 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	<i>Hourly Basis</i>

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. Re-use for extension of the Project, or for new projects shall require written permission of the ENGINEER and shall entitle him to further compensation at a rate to be agreed upon by OWNER and ENGINEER at the time of such re-use.

7.3 CHOICE OF LAW

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

7.4 OPINIONS OF PROBABLE COSTS

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

7.5 INSURANCE AND CLAIMS

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

- A. AUTOMOBILE LIABILITY - Bodily injury and property damage liability insurance covering all owned, and hired automobiles for limits for bodily injury of not less than \$1,000,000 per person and \$2,000,000 per accident, and property damage limits of not less than \$1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
 - B. COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability shall protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER'S behalf. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$1,000,000 each occurrence / \$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
 - C. PROFESSIONAL LIABILITY – Insuring against professional negligence/ errors and omissions on an occurrence basis with policy limits of \$2,000,000 per claim/\$2,000,000 annual aggregate.
 - D. WORKERS' COMPENSATION – Worker's Compensation insurance meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.
- 7.5.2 ENGINEER's total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, members, partners, agents, employees, and sub-consultants, to the OWNER and to anyone claiming by, through, or under OWNER for any and all claims, losses, cost, or damages whatsoever arising out of, resulting from, or in any way related to the Project, this Agreement, or ENGINEER's performance, from any cause including but not limited to negligence, professional errors or omissions, strict liability, breach of contract, or indemnity, shall not exceed the total insurance proceeds paid on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of claims under the terms and conditions of ENGINEER's insurance policies applicable thereto.

7.6 SUCCESSORS AND ASSIGNS

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

7.7 INDEMNIFICATION

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

7.8 ENTIRE AGREEMENT

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

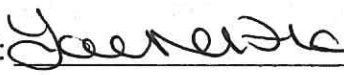
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

McGILL ASSOCIATES, P.A.

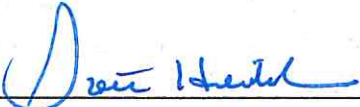
By: 

Douglas Chapman, PE
Vice President – Regional Office Manager

CITY OF LENOIR

ATTEST: 

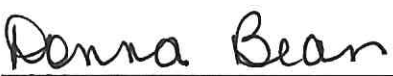
Lauren Hartley
City Clerk

By: 

Scott Hildebran
City Manager

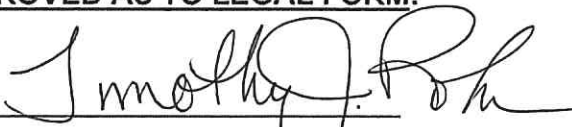
PRE-AUDIT CERTIFICATION:

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
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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.

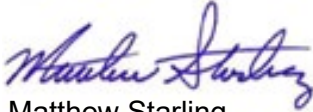
Experienced Management: Mr. Matthew Starling will serve as the primary point of contact for the City. He oversees CED's Land Services Division in the Carolinas, managing Project Managers, Agents, and support staff across both states. In this role, he ensures projects are completed on time, within budget, 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 Consultants



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.

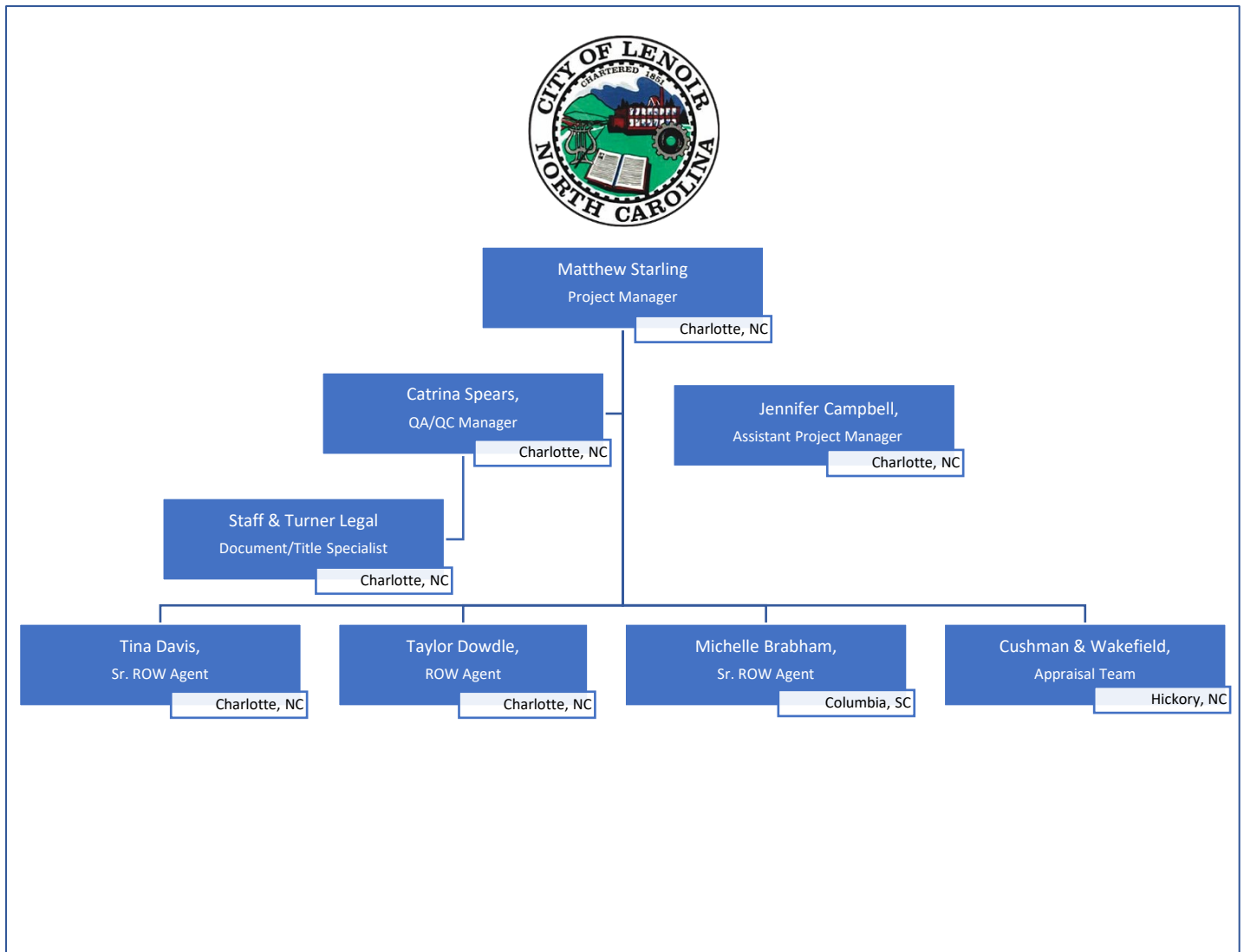
Recent and ongoing projects with significant easement components include BR-0077 in Guilford County, U-5821 in Gaston County, I-6059 in Alamance County, R-2632 in Mecklenburg and Cabarrus Counties, and U-4700 in Catawba County (widening of US-321). These projects demonstrate Cushman & Wakefield's proven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

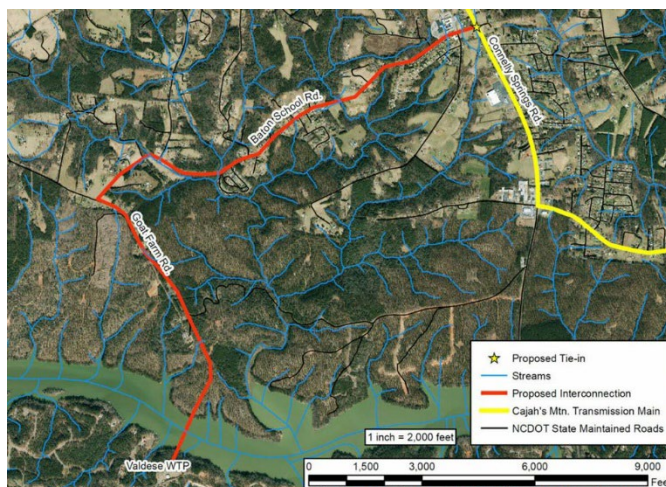
Chapter 4: Technical Approach

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.

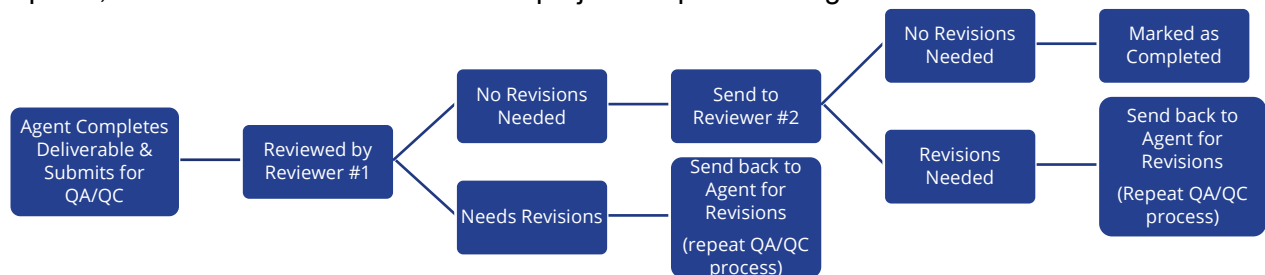
We will make every effort to meet with property owners in person. Our team uses BeenVerified and ZoomInfo to gather landowner information as needed. We may also conduct website searches and utilize social media, but sometimes nothing replaces the old-fashioned approach of door knocking

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

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

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.

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:



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

September 16, 2025

Hazel Edmond, Grants Manager
Rural Economic Development Commission
NC Department of Commerce
301 North Wilmington Street
Raleigh, NC 27699-4346

Re: Project Clean Meds
Building Reuse Grant Application 5% Local Government Matching Statement

Dear Ms. Edmond:

The City of Lenoir has adopted the Project Clean Meds Building Reuse Grant Authorizing Resolution, which includes meeting the required 5% local government match.

This letter serves as certification that the City of Lenoir will provide the 5% match (\$25,000) for this project. The City's contribution will be made payable to the Company prior to the initial reuse requisition.

We are excited to welcome this new company to our business community and look forward to the economic benefits and job opportunities it will bring to our area.

Thank you for your consideration of this important grant request.

Sincerely,

Scott Hildebran
Lenoir City Manager





CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
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D. F. STEVENS
C. D. THOMAS

**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

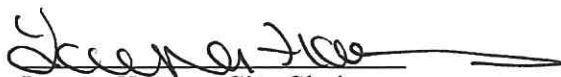
BE IT FURTHER RESOLVED that Scott Hildebran, City Manager, and successors so titled is hereby authorized to execute and file application on behalf of the City of Lenoir with the Department of Commerce for grant assistance in the development of the project described above; and

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



Rural Building Reuse and Infrastructure Application Form

Local Government Certifications

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

- 1 as Authorized Representative, the signatory has been authorized to file this application by formal action of the governing body;
- 2 that the governing body or agrees that if a grant is awarded, the applicant will provide proper and timely submittal of all documentation requested by the Grantor Agency;
- 3 that the applicant has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project;
- 4 that the applicant has analyzed the participating companies' financial and organizational strength regarding the ability to successfully meet the terms of the job creation and maintenance requirements, carry out the renovation project, as well as, the ability to meet the potential for repayment of loan funds; and
- 5 that the project is in accordance with the applicant's economic development plan and that the applicant has investigated any impact that the project may have on existing businesses within the applicant's jurisdiction.



Signature of Local Government Chief Elected Official

Joseph L. Gibbons

Typed Name

Mayor

Typed Title

9/16/25

Date

Signature of Property Owner Representative

Typed Name

Typed Title

Date



Signature of Company CEO/CFO/COO/President

Venkateswara Kakani

Typed Name

President

Typed Title

August 28, 2025

Date

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 Charch



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

RESOLUTION 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.

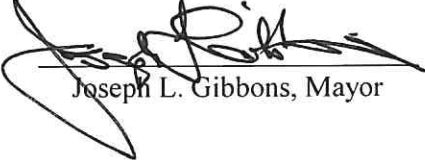
That Scott Hildebran, City Manager, and/or Donna Bean, City Finance Director the **Authorized Representatives** and successors so titled, is hereby authorized to execute and file an application on behalf



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.

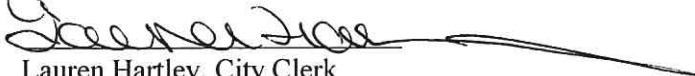
That the **Authorized Representatives**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents 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

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 22nd day of September, 2025.



(Signature of Recording Officer)

Lauren Hartley, City Clerk

(Name and 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

EXHIBIT B

TASK ORDER NO. 4

This **TASK ORDER NO. 4** dated the 16th, day of September 2025 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 16th day of September, 2025

McGill Associates, P.A.



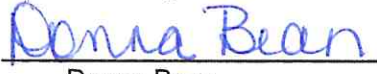
Douglas Chapman, PE
Hickory Office Manager

City of Lenoir

By: 

Scott Hildebran
City Manager

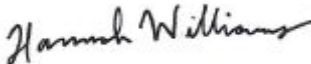
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

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:** _____


BK 2145 PG 1055 - 1057 (3)

This document presented and filed:
09/19/2025 10:27:41 AM

Fee \$26.00



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, **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.

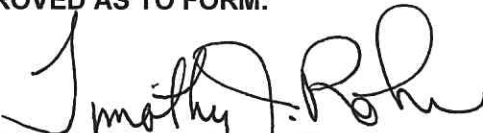
Adopted this the 16nd day of September 2025.


JOSEPH L. GIBBONS
MAYOR

ATTEST:


Lauren Hartley
CITY CLERK

APPROVED AS TO FORM:


Timothy J. Rohr
CITY ATTORNEY

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

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.

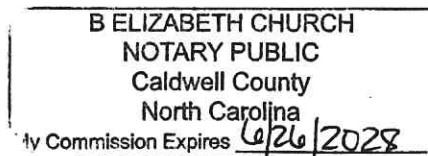
I swear that everything documented in this packet to be true and correct to the best of my information, knowledge, and belief

9-16-2025
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 16th day of September 2025 and signed the above Affidavit ad hid free and voluntary act and deed.



B Elizabeth Church
Notary Public

COMMITTEE OF THE WHOLE
Tuesday, September 23, 2025
8:30 A.M.

Present: Mayor Joe Gibbons, Mayor Pro-Tem David Stevens, Jonathan Beal, Ike Perkins, Todd Perdue, Ralph Prestwood, Kimmie Rogers, Chrissy Thomas, City Attorney Timothy Rohr

Staff Present: City Manager Scott Hildebran, City Clerk Lauren Hartley, Finance Director Donna Bean, Planning Director Hannah Williams, Public Services Public Works Director Jon Hogan, Fire Chief Norman Staines, Community Engagement Coordinator Ashley Smith, Interim Director of Special Projects & Grants & Risk Management/Purchasing David Coffey, Communications & Public Information Director Joshua Harris, Police Chief Andy Wilson, Economic & Main Street Director Brenda Floyd, Public Services Public Utilities Director Jeff Church, Parks and Recreation Administrative Assistant Juliana Tripician.

Absent: Parks & Recreation Director Phil Harper

I. CALL TO ORDER

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

II. CITIZEN COMMENT

There were no citizen comments presented at this time.

III. COMMUNITY DEVELOPMENT

- A. City Attorney TJ Rohr spoke about Commercial/Non-residential building maintenance. City council would have to pass an ordinance to lay out guidelines on this matter. The legal authority we have under 160D-1129 regulations authorizes us to require registration, maintenance, and repair, and to mandate closing and eventually demolition of non-residential buildings or structures. General police powers granted by the state allow local governments to regulate public nuisance for commercial buildings. This can include aesthetic maintenance. Beyond purely legal issues, Rohr also discussed issues at the General Assembly level, including House Bill 926 Regulatory Reform Act of 2025, which if passed could impact this type of code enforcement. He also discussed the need for staff training to insulate against possible appeals and reversals by superior court judges on review. He reminded the council that it would need to show political will should property owners express displeasure. He also suggested that without public investment in infrastructure, such as streetscape and park improvements, attempts to enforce building maintenance could be unpopular.

Planning Director Hannah Williams stated we would need a local ordinance passed and possibly hire a code enforcement firm. The ordinance would come before City Council for two public hearings. Chapter 4 of the Lenoir Code of Ordinance delegates this enforcement to the Caldwell County Building Inspector. This chapter is out of sync with

the NC Building Code and includes some minimum standards for non-residential buildings. Caldwell County Building Inspections does not enforce these in Lenoir.

Planning Director Hannah Williams suggested the following:

- Revert minimum standards for non-residential buildings enforcement to Lenoir Planning Department.
- Revamp minimum standards ordinance to meet current statutes.
- Consider expanding public nuisance to commercial maintenance.
- Obtain training for Code Compliance.

Council and Mayor were in favor of pursuing this matter.

Planning Director Hannah Williams stated she will contact the code enforcement consultants on pricing to come before Council to discuss.

The Planning Board met on Monday, August 25. Director Williams stated the Board met to discuss an ordinance amendment for the B-7 zoning district. This will go before City Council on October 7.

The following will be discussed at the Monday, October 13 Planning Board meeting:

- Rezoning case for the Palisades Apartments, phase 2.
- Zoning Ordinance Amendment to allow non-conforming lots created prior to Lenoir Zoning.
- Downtown sidewalk use ordinance.

- B. The Lenoir Tourism Development Authority met on Thursday, August 7. Minutes of the May 29 meeting are submitted as information.

Economic & Main Street Director Brenda Floyd stated the Lenoir Business Advisory Board will meet on Thursday, October 9 for a board training/learning session. This training is to refresh the purpose of Main Street and general education.

Economic & Main Street Director Brenda Floyd gave the following update:

- Downtown Spooktacular - October 31, 4:00-6:00 p.m.
- National Night Out - October 7
- National Guard 1450 Homecoming - November 2
- Lenoir Lights the Way Holiday Season - November 21 - January 4, 2026
- Light Up Lenoir - November 20, 5:00 - 7:30 p.m.
- Storytime with Mrs. Claus - November 21, 7:00 p.m.
- Merry Market on Main - November 22, 10:00 a.m.-6:00 p.m.
- Lenoir's Night of Light Parade - December 5, 6:00-9:00 p.m.
- Carriage Rides- December 18 - December 20, 6:00-9:00 p.m.

Mayor Gibbons shared the America 250 lighted sign will be on Hibriten Mountain starting tonight, September 23.

City Manager Scott Hildebran stated the City is soliciting sponsorship donations for The Campus project.

- C. Parks & Recreation Advisory Board: The Parks & Recreation Advisory Board met on Monday, September 15.

Parks and Recreation Administrative Assistant Julian Tripician gave the following update:

- The shelter and room rentals at Mulberry Recreation have picked up.
- Youth/Adult pickle ball and open gym are going well.
- Fee programs are going strong with full classes.
- The Sculpture Celebration was a success with 40 vendors.
- Two blood drives were held in September.
- The restrooms at the J.E. Broyhill park will only be open Monday-Friday, 8:00-5:00 p.m.
- They are down two full-time staff.
- Adult softball starts on the September 29.

IV. PUBLIC SAFETY

- A. Police Department –Andy Wilson, Police Chief gave the following update:

- They are actively working on installing the Flock Camera System.
- Red Roof has implemented several of the requirements of the nuisance consent order and getting the area cleaned up.
- Employment - currently three candidates in background checks to hire, two vacant Communication positions.
- The Canine Academy starts September 23.
- Chief Wilson has been in discussion with County officials for the merger with the City and County Communications Centers.
- Looking into having more of a civilian presence at the greenway, this will be a non-sworn position.

- B. Fire Department – Norman Staines, Fire Chief gave the following update:

- Staffing: Will have six openings in suppression at end of month with the two pending retirements. Applications are slow in being submitted with very few meeting our minimum requirements.
- Fire Prevention request are on-going with schools and daycares. As an expansion to our Fire Prevention program, I have requested Chief Sturgis reach out to some currently underserved “high-risk” locations such as Koinonia, Arbor Glen and the Thrive Center.

- The Fire Department will be conducting a live burn this Saturday at 1110 Powell Road.
- The UTV and foam system purchased with HB 1012 funds have arrived.
- Annual hydrant inspections and testing are complete with the exception of some that must be done in coordination with Public Works.
- North Carolina Rating and Response- areas of improvement are being enhanced to help ensure our Insurance Services Office (ISO) 2 rating is maintained and a long-term path to an ISO 1 is being developed.

V. PUBLIC SERVICES

A. Jon Hogan Public Services Public Works Director gave the following update:

- LFD Infrastructure Repair (Sinkhole): Will bid in January, with construction in March/April.
- Hospital Avenue Sidewalk Project: AT&T has completed utility relocation. A pre-construction meeting was held with Neill Grading, M&C and NCDOT. Hope to begin construction the week of October 6-13.
- Phase II Gateway Project: Currently under NCDOT review. Roadside Environmental is reviewing the landscape plans and Public Art Committee will review at their next meeting.
- Wayfinding: Signs are currently in production.
- Clock Tower: Fabrication is underway; they are currently cutting out the upper elements of the tower. Schedule will likely be a spring 2026 installation.
- Beautification Projects:
 - Harper Planters: Starting this week placing planters and prepping for planting.
 - Downtown: Currently mulching and river rock installation.
 - Broyhill Walking Park: Complete
- Harper Ave. Streetscape: Contract extended until December. Conceptual Design/Estimate Deliverable scheduled for October.
- Traffic Signal Analysis: Complete, Flash for 90 days before signal removal.
- Culvert Replacements:
 - Powell Road: Complete
 - 1003 Pennell St: Culvert replacement was scheduled for this week; waiting on pipe.
- Martin Luther King Jr. Center landscaping: Working on landscape design, will install in the upcoming months.
- Triangle Park: Will meet with Jeffrey Smith to look at landscape design and discuss.

B. Public Services Public Utilities Director Jeff Church gave the following update:

- Finley Water project: The Notice to Proceed for both contracts is 10/27/25.
Contract A: TP Howard, Inc, \$6,092,350
Contract B: Caldwell Tanks, Inc. \$2,063,700

- East Harper and Ridge St / West Ave Sewer Replacements: Division 1 Notice to Proceed is 10/27/2025. For Division 2 (East Harper), contract documents have been returned to McGill. We are waiting for the scheduling of the initial pre-construction conference.
- Lead and Copper: NCDEQ has accepted a proposal for Lenoir to conduct computerized predictive modeling to assist in the required lead and copper inventory requirements. A revised contract, to include the work to develop the predictive model program, is being prepared by Freese and Nichols.
- Lenoir–Valdese Water Interconnect: City staff met with McGill and Colliers last week. A meeting with The Shaw Tate Group is scheduled for October 13 to begin the conversation regarding the final interconnect route. Next steps include identifying properties for the lake crossing and the proposed booster pump station, as well as moving forward with design of the recommended project. The survey scope is being prepared for the proposed project route. A funding application is also being prepared for the additional project costs for submittal to Division of Water Infrastructure (DWI) by September 30th. The funding application will include higher project costs for a 20-inch water main for the entire route.

VI. FINANCE & ADMINISTRATION

A. Finance Director, Donna Bean

Financial Summary:

Donna Bean reported the General Fund's Over/Under balance as of August 31, 2025 is \$7,361,030.01, the Downtown District is (\$14,218.64) and the Water & Sewer Fund is \$447,111.95.

The general fund revenues are less than the prior year due to the timing of the School Resource Officers (SRO) payment due to some adjustments to the SRO contract. The expenditures difference is due to capital purchases and raises. The sales tax collections are in arrears and will be reflected on next month's report.

B. Interim Director of Special Projects and Grants, David Coffey gave the following update:

- The Martin Luther King Jr. Center updates are almost complete, except for landscaping.
- Building Maintenance has started demo at the Aquatic Center. The public entrance will be moving to the back of the building temporarily.
- The Campus project has received bids on all aspects. JM Cope is doing scope review with the subs and will then give a estimate.
- We are needing to acquire a construction and s smaller permanent easement on the southeast side of the LEOS property for a stormwater pipe replacement. The property owner is willing to give the City an easement and plans to have that property and the Lenoir Building Supply land surveyed.

Council and Mayor spoke in favor of obtaining the easement.

C. Communications & Public Information Director, Joshua Harris gave the following update:

- Communication Report. There were 6 new releases, 118 social posts, 258 photos, 2 videos, and 58 web updates. The website had a total of 39,230 views along with 5,483 video views. Social followers total 62,192 and there were 416 new followers this month.
- Joshua Harris, Communications & Public Information Director thanked City staff's participation for the Fall Litter Sweep.

VII. OTHER

- A. October Calendar: The calendar for the month of October was provided in the packet as information.

VIII. ADJOURN

There being no further business, the meeting was adjourned at 10:17 a.m.

CITY OF LENOIR

LISTING OF CITY COUNCIL MEETINGS FOR 2026

JANUARY

City Council	Tuesday, January 6	6:00 p.m.
City Council	Tuesday, January 20	6:00 p.m.
Committee of the Whole	Tuesday, January 27	8:30 a.m.

FEBRUARY

City Council	Tuesday, February 3	6:00 p.m.
City Council	Tuesday, February 17	6:00 p.m.
Committee of the Whole	Tuesday, February 24	8:30 a.m.

MARCH

City Council	Tuesday, March 3	6:00 p.m.
City Council	Tuesday, March 17	6:00 p.m.
Committee of the Whole	Tuesday, March 24	8:30 a.m.

APRIL

City Council	Tuesday, April 7	6:00 p.m.
City Council	Tuesday, April 21	6:00 p.m.
Committee of the Whole	Tuesday, April 28	8:30 a.m.

MAY

City Council	Monday, May 4	6:00 p.m.
City Council	Tuesday, May 19	6:00 p.m.
Committee of the Whole	Tuesday, May 26	8:30 a.m.

JUNE

City Council	Tuesday, June 2	6:00 p.m.
City Council	Tuesday, June 16	6:00 p.m.
Committee of the Whole	Tuesday, June 23	8:30 a.m.

JULY

City Council	Tuesday, July 21	6:00 p.m.
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***Only one meeting in July.**

AUGUST

City Council	Tuesday, August 4	6:00 p.m.
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City Council	Tuesday, August 18	6:00 p.m.
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Committee of the Whole	Tuesday, August 25	8:30 a.m.
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SEPTEMBER

City Council	Tuesday, September 1	6:00 p.m.
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City Council	Tuesday, September 15	6:00 p.m.
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Committee of the Whole	Tuesday, September 22	8:30 a.m.
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OCTOBER

City Council	Tuesday, October 6	6:00 p.m.
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City Council	Tuesday, October 20	6:00 p.m.
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Committee of the Whole	Tuesday, October 27	8:30 a.m.
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NOVEMBER

City Council	Tuesday, November 3	6:00 p.m.
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***Only one meeting in November**

DECEMBER

City Council	Tuesday, December 1	6:00 p.m.
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City Council	Tuesday, December 15	6:00 p.m.
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2026 SCHEDULE OF EVENTS**NCLM MEETINGS****Event**

TBA	Regional Town & State Dinner
May 5 - 7	Annual City Vision Conference (Raleigh, North Carolina)

NLC MEETINGS**Event**

March 16 - 18	Congressional City Conference (Washington, DC)
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November 18 - 21

City Summit
Nashville, TN

CITY OF LENOIR

2026 HOLIDAY SCHEDULE

Thursday, January 1	New Year's Day
Monday, January 19	Martin Luther King, Jr. Day
Friday, April 3	Good Friday
Monday, May 25	Memorial Day
Friday, July 3	Independence Day
Monday, September 7	Labor Day
Wednesday, November 11	Veterans Day
Thursday, November 26	Thanksgiving Holiday
Friday, November 27	
Thursday, Friday & Monday, December 24, 25, & 28	Christmas Holiday

CITY OF LENOIR COUNCIL ACTION FORM

- I. **Agenda Item:** Approval to submit the Analysis of Brownfield Cleanup Alternatives for the 1429 College Avenue Property and Authorize the submission of an Environmental Protection Agency (EPA) Brownfield Cleanup Grant Application to assist with the final cleanup of the Subject Property, as recommended by Mid Atlantic Associates, LLC.

- II. **Background Information:** Mid-Atlantic Associates, Inc. prepared an *Analysis of Brownfields Cleanup Alternatives* for the Former Broyhill Furniture Facility located at 1429 College Avenue in Lenoir. The Subject Property consists of a 14.79-acre parcel of land (Parcel ID # 2749445311) located in a mixed industrial, recreational, and residential area of Lenoir. From the early 1900s until its closure in 2007, the property served as a location for a furniture manufacturing facility. In 2009, the property was sold to Applied Abatement Concepts, which demolished the existing structures to sell for scrap, then turning the property into a recycling center. Applied Abatement Concepts also began importing wood and other materials from off-site sources, which was ground for recycling purposes. Subsequently, Applied Abatement Concepts ceased operations due to the owner's declining health. The property was abandoned, leaving in place a large volume of wood, brick, metal, and miscellaneous construction debris.

In 2013, the City of Lenoir, working with Caldwell EDC and upon receiving a finalized Brownfield Agreement, acquired the property due to delinquent taxes by the previous owners for the purpose of redevelopment. In 2020, the City contracted with Mid-Atlantic to conduct a National Emissions Standards for Hazardous Air Pollutants (NESHAP) asbestos survey of former construction and demolition debris located at the property. Over the past several years, Mid-Atlantic has conducted additional testing (soil, water, air), and over 7,000 tons of asbestos containing debris by RCI Demolition has been removed from the property. It is estimated that approximately 4,000 cubic yards of material remain on portions of the property.

In order to obtain EPA Brownfield Cleanup grant funds and move forward with potential redevelopment, Mid-Atlantic conducted an Analysis of Brownfields Cleanup Alternatives (ABCA) for the property. Three (3) remedial alternatives were considered based on effectiveness, long-term reliability, implementability, and general cost implications.

Alternative 1: No Action

Alternative 1 is also known as the "No Action" alternative and is included as a baseline comparison to other remedial alternatives. The "No Action" alternative assumes remedial activities are not conducted. {\$0}

Alternative 2: Off-Site Disposal

Alternative 2 would involve the off-site disposal of all existing debris piles that remain from historical furniture manufacturing and recycling operations. Any surface soils that are impacted above applicable NCDEQ standards, based on ultimate use, could also be properly disposed if required. {\$100,000-\$200,000}

Alternative 3: Capping

Alternative 3 would involve the grading of existing debris piles and contaminated surface soils by capping the areas with a minimum of 2 feet of clean fill and/or impervious cover per NCBRS guidance. The capping would be handled in accordance with a NCBRS-approved EMP and submitted at a later date. {\$50,000-\$100,000}

Recommended Cleanup Alternative

The primary objective of the cleanup alternatives is to reduce or prevent potential risk to human health and/or the environment from site contaminants by properly addressing the debris piles and contaminated soil from historical furniture manufacturing and recycling operations. Alternative 1 does not meet this objective. Alternatives 2 and 3 meet this objective. Alternative 3 meets the objective more quickly and less expensively than Alternative 2. Additionally, regardless of the capping alternative, the redevelopment of the Subject Property will likely include the need for clean fill to bring the site to grade. As such, Alternative 3 is the recommended cleanup alternative.

- III. Staff Recommendation:** Staff recommends City Council approval to submit the Analysis of Brownfield Cleanup Alternatives for the Subject Property and the submission of an EPA Brownfield Cleanup Grant Application to assist with the final cleanup of the Subject Property.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Special Projects: Radford Thomas

Public Works/Public Utilities Director: _____

**Analysis of Brownfields Cleanup Alternatives (ABCA)
Former Broyhill Furniture Facility
1439 College Avenue SW
Lenoir, Caldwell County, North Carolina
City of Lenoir
EPA Cooperative Agreement.: BF-4B-02D31422-0
NCDEQ Brownfields Project No.: 09013-05-060**

Mid-Atlantic Project No. H1622.00
September 16, 2025

Prepared For:

City of Lenoir
801 West Avenue NW
Lenoir, North Carolina 28645

Prepared By:

Mid-Atlantic Associates, Inc.



Shane Sisco, P.G.
Principal Hydrogeologist



Greg D. Icenhour, P.G.
Principal Geologist

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Drawings

Drawing 1	Topographic Site Map
Drawing 2	Site Overview Map

Tables

Table 1	Brownfield Cleanup Alternatives Evaluation
Table 2	Estimated Comparative Costs for Cleanup Alternatives

A-3. Distribution List

The following personnel will receive and follow applicable sections of the *Analysis of Brownfields Cleanup Alternatives* and subsequent revisions:

Agency	Number of Copies
Peppa Sassin, Brownfields Project Manager United States Environmental Protection Agency (EPA) Region 4, Atlanta Federal Building Waste Management Division 61 Forsyth Street SW Atlanta, GA 30303 Phone: (410) 305-3021 Email: sassin.pepa@epa.gov	1
Pepa Sassin, EPA Designated Approving Official (DAO) United States Environmental Protection Agency (EPA) Region 4, Atlanta Federal Building Waste Management Division 61 Forsyth Street SW Atlanta, GA 30303 Phone: (410) 305-3021 Email: sassin.pepa@epa.gov	1
Jordan Thompson, Project Manger NDCEQ 610 East Center Avenue, Suite 301 Mooresville, North Carolina 28115 Phone: (704) 223-6549 Email: jordan.thompson@deg.nc.gov	1
Radford Thomas, City Manager City of Lenoir 801 West Avenue NW Lenoir, North Carolina 28645 Phone: 828-757-2199 Email: radford.thomas@cityoflenoir.com	1
Greg Icenhour, Project Manager Mid-Atlantic Associates, Inc. 1125 East Morehead Street, Suite 104 Charlotte, NC 28204 Phone: (980) 585-1271 Email: gicenhour@maaonline.com	1
Shane Sisco, QA/QC Officer Mid-Atlantic Associates, Inc. 1125 East Morehead Street, Suite 104 Charlotte, NC 28204 Phone: (980) 585-1271 Email: ssisco@maaonline.com	1

1.0 Introduction

1.1 Site Description

On behalf of the City of Lenoir, Mid-Atlantic Associates, Inc. (Mid-Atlantic) has prepared this *Analysis of Brownfields Cleanup Alternatives* for the Former Broyhill Furniture Facility located at 1429 College Avenue in Lenoir, Caldwell County, North Carolina (the “Subject Property”). The Subject Property consists of an approximately 14.79-acre parcel of land (Parcel ID # 2749445311) located in a mixed industrial, recreational, and residential area of Lenoir. A topographic site location map is included as **Drawing 1**.

The Subject Property has historically operated as the Broyhill Furniture Company, a furniture manufacturing facility, from the early 1900s until its closure in 2007. Following closure of the manufacturing mill, the property was sold to Applied Abatement Concepts in 2009, which demolished the existing structures to sell for scrap, then turning the Subject Property into a recycling center. Applied Abatement Concepts also began importing wood and other materials from off-site sources, which were ground for recycling purposes. Applied Abatement Concepts subsequently ceased operations due to the owner’s declining health. The Subject Property was abandoned, leaving in place a large volume of wood, brick, metal, and miscellaneous construction debris.

1.2 Regional Geology and Hydrogeology

According to the Geologic Map of North Carolina (dated 1985), the Subject Property is located in the Chauga Belt of the Piedmont physiographic province. Bedrock beneath the Subject Property is defined as Paleozoic-aged migmatitic granitic gneiss. The shallow subsurface in most areas of the Piedmont contains residual soil overburden, including structure-free residuum, saprolite, and partially weathered rock (PWR) that derive from in-place weathering of the crystalline bedrock. Occasional areas containing recent deposits of alluvium in the uppermost subsurface are found near streams and rivers. Saprolite and PWR typically contain some relict structures from the original rock material. Depth to rock ranges from ground surface at occasional outcrops to depths of greater than 100 feet in areas of easily weathered rock.

The shallow aquifer occurrence varies in depth from ground surface at springs, creeks, and rivers to as deep as 50 feet or more beneath upland surfaces in some parts of the Piedmont. Water in the alluvium or unconsolidated residual material, including saprolite and PWR, usually behaves as an unconfined aquifer, or water table, and will yield water with head elevation equivalent to the first elevation where water was encountered. Permeability varies with lithology and is typically relatively low in residual soils, with higher permeability in saprolite or PWR due to relict rock texture and variable susceptibility to weathering exhibited by different minerals in the rock. Groundwater flow in residual soils or alluvium is usually in rough concurrence with local topographic conditions and is toward local drainage features. Based on the gauging of the monitoring well network, groundwater flow across the Subject Property is generally to the south-

southeast. Depth to groundwater in the overburden aquifer ranges from approximately 5 to 35 feet below ground surface (ft bgs).

The bedrock fractures or other planar features of the Piedmont physiographic province generally constitute the bedrock aquifer, with the surrounding rock material being effectively impermeable. Along with fractures, contacts between rock bodies probably constitute zones of significant groundwater occurrence in the bedrock. The surrounding material and overlying residuum tend to make the bedrock aquifer a semi-confined aquifer. That is, the overlying water and soil weight normally results in pressure that causes water in a borehole, which intersects a fracture or other feature, to rise above the elevation of the fracture or feature. Modern water supply wells in the Piedmont, likely including those in the vicinity of the Subject Property, are typically installed with a surface casing through the unconsolidated material, and an open borehole into the bedrock where water-bearing fractures are encountered.

1.3 Climate Conditions

According to the United States Global Change Research Program (USGCRP) the City of Lenoir experiences a humid subtropical climate. Due to its location in the foothills of the Blue Ridge Mountains within the Piedmont physiographic province, temperatures in Lenoir tend to be slightly cooler than areas further east. According to the Caldwell County Economic Development council, average annual precipitation is approximately 50 inches, with rainfall occurring year-round. Snowfall averages approximately 4 inches per year. Climate factors that are most applicable to the cleanup of the Subject Property include increased precipitation that may affect flood waters and stormwater runoff.

According to the Federal Emergency Management Agency (FEMA) Flood Zone Map 3710274900J dated July 7, 2009, the Subject Property is located within Zone C of Lower Creek, where minimal flooding is expected. The Subject Property currently receives stormwater discharge from College Avenue SW to the north and northeast of the property boundary. Stormwater runoff to the Subject Property will continue to be expected from impervious surfaces on upgradient properties. Based on the nature of the Subject Property and its proposed reuse, factors such as temperature fluctuations, rising sea levels, wildfires, changing dates of ground thaw/freezing, changing ecological zone, saltwater intrusion, and changing groundwater table are not likely to significantly impact the cleanup of the Subject Property.

1.4 Site History

On December 10, 2013, the Subject Property received eligibility into the North Carolina Department of Environmental Quality (NCDEQ; formerly NCDENR) Brownfields Redevelopment Section (NCBRS; formerly the Brownfields Program) via a Letter of Eligibility (LOE). The Prospective Developer (PD) for the Brownfields property is the City of Lenoir. The City of Lenoir intended to acquire the property due to delinquent taxes by the previous owners. The purchase

of the Brownfields property was conditional upon receiving a finalized Brownfield Agreement (BFA). Once a finalized BFA was in place for the Subject Property and assessment activities were completed to the satisfaction of NCDEQ, the City of Lenoir intended to promote the sale of the Brownfields property for redevelopment. The Subject Property is currently identified as the Former Broyhill Property through the NCBRS under NCDEQ Brownfields Project #17051-13-014.

1.5 Current Site Conditions

The Subject Property has been vacant since the early 2010s. Prior to assessment activities that were conducted in 2023, Mid-Atlantic requested that the City of Lenoir perform site-clearing activities for access for site assessment activities. This included clearing remaining non-asbestos containing building debris and overgrown vegetation. Since 2023, all structures on the Subject Property have been demolished and all pertinent storage structures and multiple debris piles have been removed. Multiple debris piles estimated at approximately 4,000 cubic yards of materials still remain on portions of the Subject Property.

1.6 Previous Assessment Activities

Tetra Tech – Phase I & II ESA

In September 2013, a *Phase I Environmental Site Assessment* (ESA) was completed by the City of Lenoir. The Phase I ESA identified multiple recognized environmental conditions (RECs) requiring additional investigation. The City of Lenoir requested assistance through the USEPA's Targeted Brownfields Assessment (TBA) Program for completion of a *Phase II ESA*, which was conducted by Tetra Tech in November 2013. This was done pursuant to the City of Lenoir's unsuccessful efforts in obtaining a USEPA Brownfields Cleanup Grant. The *Phase II ESA* consisted of the installation of soil borings, temporary groundwater monitoring wells, and collection of bulk samples of the on-site debris for asbestos analysis. Soil sampling results from the *Phase II ESA* indicated that several polycyclic aromatic hydrocarbons (PAHs) were detected above regulatory standards in samples collected from the northeastern manufacturing building (SB-01) and former fire suppression aboveground storage tank (SB-11). Additionally, arsenic was detected in soil above regulatory standards in samples collected from the former fire suppression AST (SB-11) and the former finishing/lacquer room (SB-04). Groundwater results indicated that concentrations of several metals including barium, chromium, and lead were detected above groundwater standards in wells installed within the former northeastern manufacturing building (BRH-GW-01) and the potential floor pit in the southeastern portion of the Subject Property (BRH-GW-08). The Subject Property was officially acquired by the City of Lenoir in January 2014. Following the acquisition by the City of Lenoir, the Subject Property has remained vacant, and no manufacturing and/or development work has been performed. As part of promotion of future redevelopment activities, the City Lenoir has undertaken extensive debris removal for both environmental assessment and redevelopment activities at the Subject Property.

Mid-Atlantic – NESHAP Asbestos Survey Report

In November 2020, Mid-Atlantic was contracted by the City of Lenoir to conduct a National Emissions Standards for Hazardous Air Pollutants (NESHAP) asbestos survey of former construction and demolition debris located at the Subject Property. Debris piles were surveyed for individual building components and suspect asbestos-containing materials (ACM) were visually classified and documented for laboratory analysis. Results of the asbestos survey indicated that asbestos in concentrations at 1% or greater were identified in forty (40) of the samples collected and thirty-eight (38) of the homogenous areas (HAs) from ten debris piles and one concrete slab analyzed during this survey. An additional one hundred and thirty-five (135) samples from the 38 HAs identified as ACMs were assumed to contain asbestos in concentrations greater than 1% by positive stop method. Asbestos in concentrations less than 1% were identified in nine (9) of the samples and two of the HAs from two debris piles analyzed during the survey. Materials found to contain or be associated with ACM include asphaltic roof shingles, built-up roofing, caulk, corrugated cementitious panels, expansion joint tar, felt paper, floor tile and mastic, roofing tar, waterproofing felt, and waterproofing tar. Additionally, blue/teal cove base was found to contain less than 1% asbestos. Findings and recommendations of the asbestos survey were documented in a *NESHAP Asbestos Survey Report* dated November 12, 2020.

Mid-Atlantic – Debris Removal Verification & Asbestos Air Monitoring Report

Based on the findings of the asbestos survey and status of materials staged on-site, Mid-Atlantic recommended that asbestos-containing construction and demolition debris piles be properly removed to facilitate additional subsurface investigation. Between January 20, 2021, and February 25, 2021, Mid-Atlantic oversaw the removal of approximately 7,041 tons of asbestos-containing debris by RCI Demolition (RCI) from the Subject Property. One-hundred and twelve (112) phase contrast microscopy (PCM) air sample cassettes, including field blanks and lab blanks were collected by Mid-Atlantic during the first phase of asbestos-containing debris removal activities. Background, initial, and periodic ambient air monitoring was conducted during asbestos-containing debris removal activities until the completion of the project. Asbestos fibers were not detected at levels above the North Carolina Asbestos Exposure Standard for Public Areas of 0.01 fibers per cubic centimeter (f/cc) during the background, initial, or periodic ambient air monitoring events at the Subject Property. A summary of the asbestos-containing removal activities was documented in a *Debris Removal Verification & Asbestos Air Monitoring Report* dated February 26, 2021.

Mid-Atlantic – Brownfields Soil Gas Assessment Report

Mid-Atlantic conducted soil vapor assessment activities at the Subject Property in September 2021 which included the sampling of eight soil gas implants to determine if potential vapor intrusion risks were present for future redevelopment. Laboratory analytical results indicated the compounds benzene, naphthalene, tetrachloroethylene (PCE), trichloroethylene (TCE), and total xylenes were detected above Residential Soil Gas Screening Levels (SGSLs) in soil gas samples collected from the former tannery, former AST, and former trench areas. NCDEQ Risk Calculator results indicated unacceptable risk levels under a future residential use scenario were present in

the former trench area. However, the cumulative risks under a non-residential scenario were below the acceptable NCDEQ and USEPA acceptable risk levels. Based on the results of the soil gas assessment, Mid-Atlantic recommended that future redevelopment in the southeastern portion of the Subject Property that may include the construction of residential dwellings implement an acceptable form of vapor mitigation. If Subject Property redevelopment includes residential construction and NCDEQ deems vapor mitigation necessary, a vapor mitigation plan would be prepared that would satisfy any requirements set forth by NCDEQ Brownfields. Results of the soil vapor sampling were documented in a *Brownfields Soil Gas Assessment Report* dated September 24, 2021.

Mid-Atlantic – Brownfields Assessment Report

NCDEQ prepared an *Additional Assessment* letter to the City of Lenoir that identified data gaps remaining for the Subject Property. Mid-Atlantic conducted additional Brownfields assessment activities in 2023 that included the collection of soil and groundwater samples and the preparation of a receptor survey to evaluate the data gaps. Receptor survey activities identified sensitive receptors that include a private water supply well, school, and community garden located within 1,500 feet of the Subject Property. With the exception of arsenic in the former floor pit area, laboratory analytical results indicate that no compounds were detected at concentrations exceeding Industrial/Commercial PSRGs in soil samples collected. Results of groundwater assessment activities indicated that methylene chloride, naphthalene, cobalt, and manganese were detected at concentrations exceeding the 2L Standards in groundwater samples collected at the Subject Property. VOC impacts above 2L Standards were isolated to a downgradient location from multiple former USTs basin in the central portion of the Subject Property. Metals impacts above 2L Standards were more widespread and identified in the former northeastern manufacturing building, floor pit, finishing/lacquer room, soil-stained structure, former UST basins, and former AST farms across the Subject Property. Results of the 2023 Brownfields assessment activities indicated that soil and groundwater could be managed in accordance with an NCDEQ approved Environmental Management Plan (EMP). However, NCDEQ Risk Calculator results indicate that unacceptable risk levels were calculated under a potential future residential use. These results indicate that potential vapor intrusion risks are present at unacceptable levels for future residential structures. Results of the 2023 Brownfields assessment were documented in a *Brownfields Assessment Report* dated August 1, 2023.

1.7 Project Goal

The planned reuse for the Subject Property involves the City of Lenoir potentially selling the Brownfields property for redevelopment. A number of potential uses have been discussed, including commercial, residential/mixed use, and possibly data center use. The City of Lenoir does not currently have a prospective purchaser for the Subject Property and believes the existing debris piles are an impediment to attracting serious inquiries. However, redevelopment of the Subject Property into a data center or similar use may avoid the need of certain institutional controls such as a Vapor Intrusion Mitigation System (VIMS). This *Analysis of Brownfields*

Cleanup Alternatives has been prepared to support the application of a remediation grant from USEPA Region 4. The City of Lenoir intends to facilitate renovation of the property through risk-based remediation of environmental impacts from historical furniture manufacturing operations.

2.0 Applicable Regulations and Cleanup Standards

Based on a review of data collected as part of the investigations discussed previously, contaminated soils and hazardous debris piles exist at the Subject Property and therefore pose a risk to human health and the environment. These conditions will need to be addressed in accordance with the provisions of the site BFA (currently under development) in order for the site to be safely redeveloped.

2.1 Cleanup-Oversight Responsibility

Management of impacted debris piles that remain on the Subject Property will be overseen through the NCBRS (NCGS 130A310.30). In addition to the NCBRS, this work must be performed in accordance with USEPA Region IV Science and Ecosystem Support Division (SESD) *Field Branches Quality System and Technical Procedures* guidelines.

2.2 Cleanup Standards for Major Contaminants

The City intends to sell the property which will subsequently be redeveloped for possible commercial, industrial, and possible residential uses. As such, residential PSRGs will be used for the cleanup goal of the Subject Property. The BFA is currently in development and will be used to establish final cleanup levels. The remediation of soil exceeding residential PSRGs and remaining debris piles are assumed to be the minimum cleanup goals for the Subject Property. Currently, remediation of groundwater designed to meet groundwater quality standards is not anticipated since municipal water is available. Perpetual land use restrictions (LURs) will be recorded with the property deed to restrict use of groundwater. An *Environmental Management Plan* (EMP) will be developed to restrict potential future exposure during construction activities on the Subject Property.

2.3 Laws and Regulations Applicable to the Cleanup

Federal, state, and local laws, rules, and regulations will be followed during the cleanup activities at the site. Applicable North Carolina environmental-related regulations in Title 15A of the North Carolina Administrative Code (NCAC) pertaining to cleanup of the site may include surface water and wetland standards (Section 2B), groundwater quality standards (Section 2L), underground storage tanks (Section 2N), hazardous waste management (Section 13A), and solid waste management (Section 13B).

2.4 Climate Change Considerations

USEPA guidance has directed the recipients of Cleanup and Revolving Loan Fund grants to “evaluate the resilience of the remedial options in light of reasonably foreseeable changing climate conditions” which can include sea level rise, increased frequency and intensity of flooding, and/or extreme weather events. The climate in the City of Lenoir and more broadly around the Southeast region is uniquely warm and wet, with mild winters and high humidity. Based on a regional analysis conducted by the USEPA, the average annual temperature has exhibited natural variation for most of the past century but has increased approximately 2° F over the past 40 years. Current climate models predict continued warming across the Southeast with the rate of warming more than twice the current rate over the next 70 years. The frequency, duration, and intensity of droughts are likely to continue to increase with higher average temperatures and a higher rate of evapotranspiration. Analysis of recent storm trends have indicated that climate change can influence the intensity and number of extreme storm events. As discussed above in **Section 1.3**, climate change factors are not likely to significantly impact the cleanup of the Subject Property.

3.0 **Analysis of Brownfields Cleanup Alternatives**

Each of the following remedial alternatives is compared to effectiveness, long-term reliability, implementability, and general cost implications. The remedial options are summarized on **Table 1** and **Table 2**.

3.1 Alternative 1: No Action

Alternative 1 is also known as the “No Action” alternative and is included as a baseline comparison to other remedial alternatives. The “No Action” alternative assumes remedial activities are not conducted.

3.2 Alternative 2: Off-Site Disposal

Alternative 2 would involve the off-site disposal of all existing debris piles that remain from historical furniture manufacturing and recycling operations. Any surface soils that are impacted above applicable NCDEQ standards, based on ultimate use, could also be properly disposed if required.

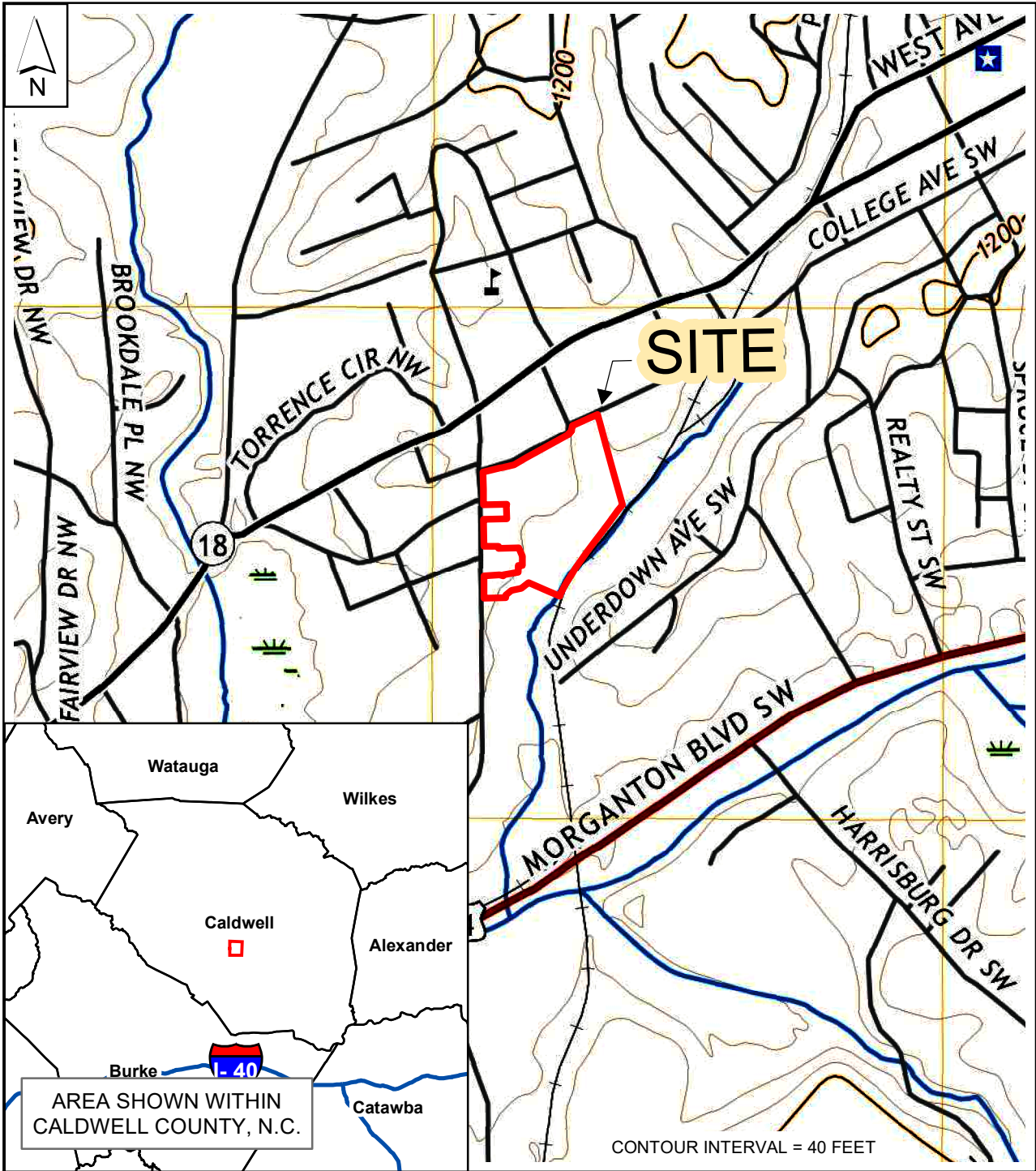
3.3 Alternative 3: Capping

Alternative 3 would involve the grading of existing debris piles and contaminated surface soils by capping the areas with a minimum of 2 feet of clean fill and/or impervious cover per NCBRS guidance. The capping would be handled in accordance with a NCBRS-approved EMP and submitted at a later date.

3.4 Recommended Cleanup Alternative

The primary objective of the cleanup alternatives is to reduce or prevent potential risk to human health and/or the environment from site contaminants by properly addressing the debris piles and contaminated soil from historical furniture manufacturing and recycling operations. Alternative 1 does not meet this objective. Alternatives 2 and 3 meet this objective. Alternative 3 meets the objective more quickly and less expensively than Alternative 2. Additionally, regardless of the capping alternative, the redevelopment of the Subject Property will likely include the need for clean fill to bring the site to grade. As such, Alternative 3 is the recommended cleanup alternative.

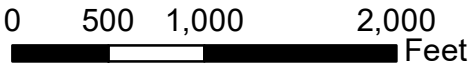
Drawings



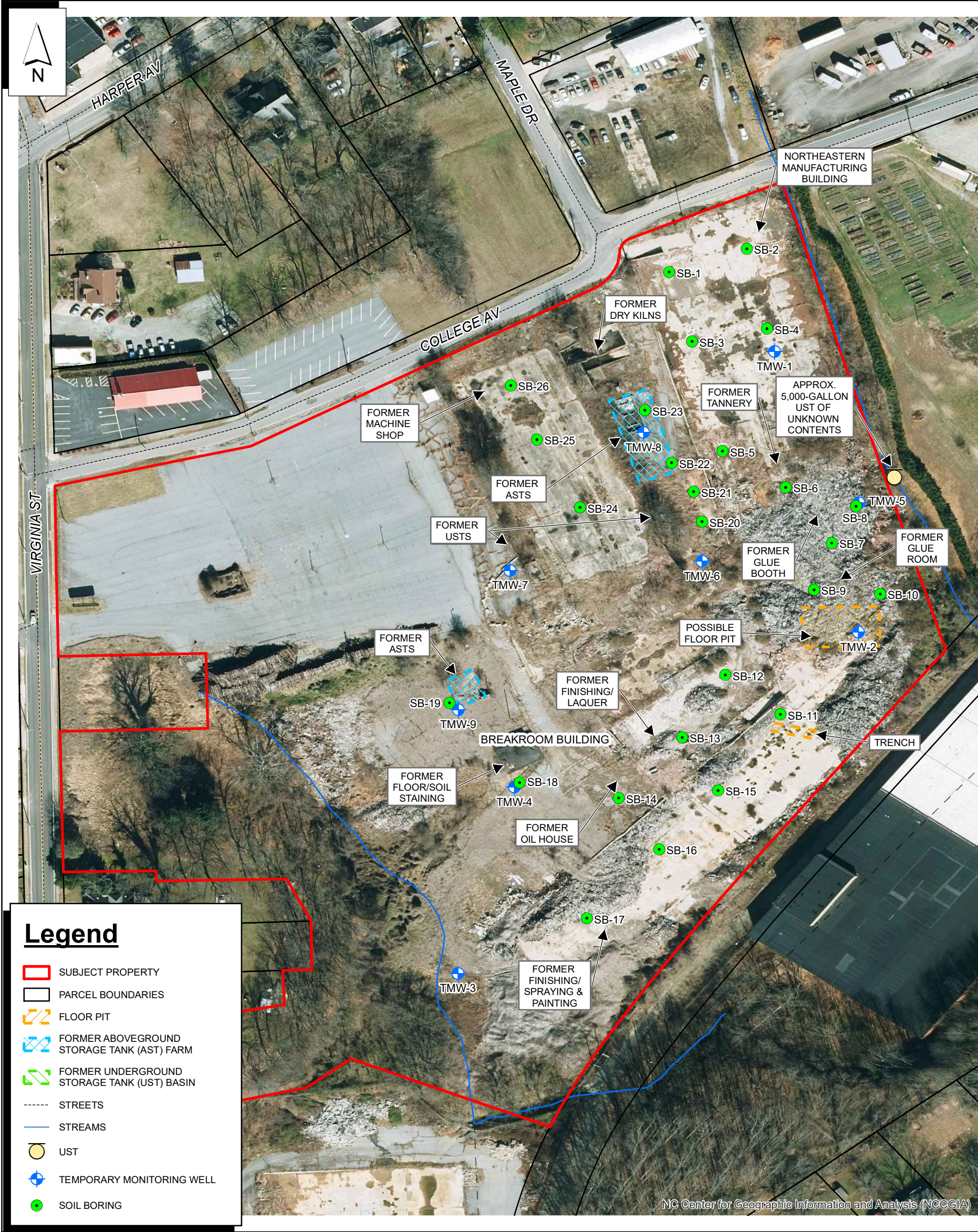
REFERENCES:

- 1. LENOIR, NC DIGITAL RASTER GRAPHICS, USGS, SCANNED FROM 1:24,000-SCALE CALDWELL COUNTY, NC TOPOGRAPHIC MAPS, PUBLISHED 2022, USGS.
- 2. PROPERTY BOUNDARY FROM CALDWELL COUNTY GIS.
- 3. INSET MAP DATA DOWNLOADED FROM ARCGIS ONLINE.

SCALE:1:12,000

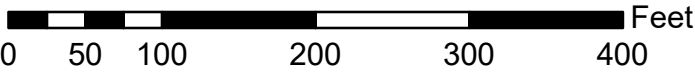


	DRAWING 1 TOPOGRAPHIC SITE MAP FORMER BROYHILL PROPERTY 1429 COLLEGE AVE SW LENOIR, NORTH CAROLINA		DRAWN BY:	DATE: SEPTEMBER 2025
			DRAFT CHECK: MSS	JOB NO: 021H1622.00
			ENG. CHECK:	GIS NO: 07G-021H1622.00-01
			APPROVAL: GDI	DWG NO: 1



- REFERENCES:
- 1. 2018 AERIAL IMAGERY FROM NC ONEMAP.
 - 2. CALDWELL COUNTY GIS.
 - 3. MID-ATLANTIC FIELD NOTES.

1 inch = 125 feet



DRAWING 2
SITE OVERVIEW MAP
FORMER BROYHILL PROPERTY
1429 COLLEGE AVE SW LENOIR,
NORTH CAROLINA

DRAWN BY:		DATE: SEPTEMBER 2025	
DRAFT CHECK:	MSS	JOB NO: 021H1622.00	
ENG. CHECK:		GIS NO: 07G-021H1622.00-02	
APPROVAL:	GDI	DWG NO: 2	

Tables

TABLE 1 – Brownfield Cleanup Alternatives Evaluation

Remedial Alternative	Effectiveness	Long-Term Reliability	Implementation/Implementation Risk	Cost Implications
1. No Action	Does not address potential risks.	Not applicable.	No implementation risk.	No cost implications.
2. Off-Site Disposal	Effectively eliminates potential exposure through the removal of remaining debris piles from the site.	Reliability of disposal is high. The approach can be slightly intrusive, but very effective (reliable).	Implementation can be conducted using ordinary construction equipment. Operational time is short, likely one to two weeks. Minor implementation risks associated with transportation to appropriate disposal facility. Minor risk to community due to transportation.	Moderate to high costs for transportation and disposal fees. No long-term costs.
3. Capping	Effectively eliminates potential exposure through a clean “cap” of a minimum of 2 feet of clean soil and/or impervious cover.	Reliability is high and the approach can be jointly addressed during construction activities.	Implementation can be conducted using ordinary construction equipment. Operational time is short, likely one to two weeks. Minor risk involving the import of clean fill.	Moderate to high costs for bringing in clean fill for the capping of graded debris piles. No long-term costs.

TABLE 2 – Estimated Comparative Costs for Cleanup Alternatives

Cleanup Alternative	Estimated Costs	Notes
1. No Action	\$0	Not a viable option.
2. Off-Site Disposal	\$100,000 to \$200,000	Loading, transportation, and disposal of remaining debris piles. Environmental professional oversight and waste characterization sampling.
3. Capping	\$50,000 to \$100,000	Grading of existing debris piles and capping with a minimum of 2 feet of clean fill and/or impervious cover during construction activities. No need for environmental professional oversight and waste characterization sampling. This would be necessary during redevelopment in order to bring the site to grade.