



CITY COUNCIL REGULAR MEETING

City Council Chambers

Monday, August 12, 2024 at 7:00 PM

AGENDA

Call to Order, Prayer, Pledge of Allegiance

Adjustment and Approval of the Agenda — *Items will only be added or removed with the approval of the Mayor and City Council.*

Request to Speak/Opportunity for Public Comment — *This is an opportunity for members of the public to express items of interest to the Mayor and City Council. This is not a time to respond or take action. Any necessary action will be taken under advisement. Speakers are asked to use proper decorum and to limit comments to no more than three minutes.*

1. **Public Comment Acknowledgment:** City Manager, Josh Ross will provide clarity on items mentioned during public comment, if needed.

Consent Agenda — *The items of the Consent Agenda are adopted on a single motion and vote, unless the Mayor and City Council wish to withdraw an item for separate vote and/or discussion.*

2. **Approval of Minutes:** City Council will consider adopting Regular Meeting minutes of the July 8th, 2024 meeting.
3. **Approval of Minutes:** City Council will consider adopting Work Session Meeting minutes of the July 30, 2024 meeting.
4. **Temporary Street Closure - 3rd Annual Brew & Que Festival:** City administration is requesting the temporary closure of the 100 Block of West Virginia, East Virginia, West Pennsylvania Avenue, and the 100 Block of North and South 12th Street for the 3rd Annual Brew & Que Festival on Friday, September 20th and Saturday, September 21st, 2024.

Business Items

5. **Establish a Public Hearing - Rezoning Request (Development Solutions Group):** City Council will consider establishing a public hearing for Monday, September 9th, 2024 at 7:00 PM to hear public comment regarding a rezoning request for property located at tax parcels #151640, #151644, and #151645 (35.77 acres) from Neighborhood Residential (#151645) and Rural (#151644 & 151640) to Neighborhood Residential Conditional District to accommodate the development of a single-family residential community that will consist of 93 single family units, with the intent to voluntarily annex tax parcels 151640 and 151644 into the Bessemer City limits.

6. **Establish a Public Hearing -Text Amendment (Chapter 75 Traffic Codes):** City Council will consider establishing a public hearing for Monday, September 9th, 2024 at 7:00 PM to hear public comment regarding a text amendment to Chapter 75 of the City Code, to change the intersection of Arc Street and Costner Drive to a 4-way-stop.
7. **9/11 Proclamation:** Council will consider adopting a proclamation recognizing September 11th as a day of service and remembrance.
8. **Resolution - Stormwater Planning Grant:** City Council will consider approving a resolution accepting a NC Dept. of Environmental Quality LASII planning grant in the amount of \$340,000 for stormwater.
9. **Award Lead & Copper Engineering Services:** City Council will consider awarding the lead and copper engineering services to Harvin Engineering PLLC in the amount of \$760,000. This contract is 90% funded by NCDEQ SRF Funds. The remaining amount will be financed with DEQ.

City Manager's Report

10. **Budget Amendment #1:** City Council will consider approving a budget amendment regarding a Fire Department grant received in the amount of \$25,022.01.
11. **Budget Amendment #2:** City Council will consider approving a budget amendment regarding a general fund transfer in the amount of \$14,000.

Council General Discussion — *This is an opportunity for the Mayor and City Council to ask questions for clarification, provide information to staff, request staff to report back, or place a matter on a future agenda.*

Adjourn



CITY COUNCIL REGULAR MEETING

City Council Chambers

Monday, July 08, 2024 at 7:00 PM

MINUTES

Members Present

Mayor, Becky S. Smith, Council Members: Brenda Boyd, Brent Guffey, Donnie Griffin, Nellie Floyd, Michael Brooks and Allen Hook were all present. City Manager, Josh Ross and City Attorney, David Smith were present.

Call to Order, Prayer, Pledge of Allegiance

Mayor Smith called the meeting to order. Christie Brown, Associate Pastor at Shepherd's Grove Holiness Church led the audience in prayer. Mayor Smith led the audience in the Pledge of Allegiance.

Adjustment and Approval of the Agenda

By motion of Brent Guffey and unanimous vote, the July agenda was approved with no revisions.

Request to Speak/Opportunity for Public Comment

Mayor Smith opened the floor for public comment. The following came forth:

- Aaron Grosdider of 517 Costner School Rd: Mr. Grosdider addressed the Board regarding Stinger Park finances and City vehicles. Mr. Grosdider would like for City vehicles to have numbers on them, so that employee trucks can be identified by community members. The Gaston Gazette ran an article on the Stinger Park debt payments. The City will pay \$1,000 a day for the next 40 years to afford it. City Staff should seek to be more transparent and truthful.
- David Lutz of 408 N. 12th: Mr. Lutz addressed the Board regarding Stinger Park, financial issues, and trash collection. Mr. Lutz stated that the City could aid its financial struggles by selling Stinger Park. The park is nice, however, the City cannot afford the maintenance and operation costs at this time. Instead, City Council has raised taxes and passed the cost on to the citizens of Bessemer City. Mr. Lutz also noted that trash collection fees were too high.

Consent Agenda

The following items on the Consent Agenda were unanimously approved by motion of Brenda Boyd:

1. **Approval of Minutes:** City Council will consider adopting Regular Meeting minutes of the June 10, 2024 meeting.
2. **Approval of Minutes:** City Council will consider adopting Work Session Meeting minutes of the June 25, 2024 meeting.
3. **Approval of Minutes:** City Council will consider adopting the Special Meeting minutes of the June 28, 2024 meeting.

Public Hearing- Rezoning Request (City Center)

Per the June 2024 Regular City Council meeting, City Council advertised a public hearing to hear public comment regarding a rezoning request for property located at tax parcels #121595, 121596, 121597 (0.8 acres) from City Center (CC) to City Center Conditional District (CCCD) to accommodate the development of a multifamily townhome community consisting of 19 units.

Development Services Officer, Nathan Hester addressed the Board regarding the preliminary site plan for the development includes three parcels of land located within the incorporated limits of Bessemer City and are assigned Gaston County Tax Parcel ID’s 121595, 121596, 121597. The project site is approximately 0.80 acres and is currently vacant. The project parcels are surrounded by two public right of ways, E. Virginia Avenue (Highway 274) and N. 8th St. E. Virginia Ave. The applicant is proposing to develop the project site into a multifamily townhome community that will consist of 19 three-story units with rear loaded parking garages. The architectural features of the townhome units will be comprised of full masonry materials, windows, and guttering that the developer proposes to be complimentary of the Osage Mill historic rehabilitation project. The developer has designed this product specifically for this project.

Current regulations within section 2.7.B and 2.8.C of the Bessemer City Land Development Code state that residential uses are not permitted by right within the City Center (CC) zoning district and no more than eight residential units per acre may be developed for residential development projects. The purpose of the application by the developer for a conditional district is to request relief from the Bessemer City Land Development Code regulations to rezone the specific project site to allow for residential land use that exceeds the maximum density requirement. The Bessemer City Land Development Code, section 2.8.C., also states that multifamily residential structures must be comprised of 60% masonry materials and have no garage access from the fronting street. The applicant has applied to construct a townhome community with 100% exterior masonry materials with rear loaded garage access.

Proposal: The Applicants have submitted a City Center Conditional District application proposing to develop a townhome residential community on three parcels of land within the City Center (CC) zoning district. A summary of the proposal is as follows:

<i>Parcels</i>	<i>Site Area</i>	<i>Watershed</i>	<i>Existing Use</i>	<i>Proposed Use</i>	<i>Number of Units</i>	<i>Maximum Density</i>	<i>Proposed Density</i>	<i>Required Open Space</i>	<i>Proposed Open Space</i>
121595, 121596, 121597	0.80	N/A	Vacant	Residential Multifamily/ Townhome	19	8	19	0	0

The lots site are proposed as 20’ x 85’ for 1,700 sqft. The required setbacks and proposed setbacks are depicted in the following table:

	Front	Side	Rear	Corner
Required	0’	0’	0’	0’
Proposed	11’	0’ between units	54’	11’

Roads: The proposal for the site involves the construction of sidewalks, to include curb and gutter, along all public right of ways surrounding the project site. There will be two driveway access points constructed to allow motor vehicular access to the rear parking areas of the townhome units from N. 8th St.

The sidewalks will measure five feet (5'). The applicant has also proposed a six foot (6') planting strip along the right of ways surrounding the project site.

Parking: Bessemer City Land Development Code requires two parking spaces per unit minimum. The project consists of seventy-six total parking spaces to include a two-car garage, and two outside parking spaces per unit.

Utilities – Water and Sewer: The applicant is proposing the development to be served by City of Bessemer City Water, Sewer, and Natural Gas services.

- The Public Works Director has indicated that there is City utility availability for the sites.
- Applicants will pay the water, sewer tap fees, system development fees, and will be financially responsible for the engineering and construction of utility systems within the development site.

Stormwater Drainage: Stormwater runoff will be managed by curb and guttering installed along all right of ways surrounding the project site. With the exception of E. Virginia Ave. (Highway 274) which already has curb and guttering installed. Stormwater runoff will also be managed by depressed or recessed curbing within the parking areas of the project site. The property is subject to adopted stormwater management guidelines and will have to be approved by the Gaston County Department of Natural Resources, as well as the city's third-party engineering firm.

Open Space: There are no open space requirements for the development. The project site is located one and half blocks from a city owned and maintained recreational facility. The city's recreational facility is within walking distance of the project site and provides ample open space for the future residents of the community.

Land Use Buffer: According to the City of Bessemer City Land Development Code section 3.5.C. no landscaping buffer is required for residential land uses adjacent to properties that consist of office, personal services, and other residential land uses. The applicant is proposing a six foot (6') planting strip along all right of ways surrounding the development.

Light discussion amongst the Board ensued about the railroad tracks, sidewalks, emergency response ladder truck, and trash collection of this proposed development.

By motion of Allen Hook and unanimous vote, the public hearing was opened at 7:13 PM.

Mayor Smith asked if there was anyone to speak in favor of the rezoning request. The following individual came forth:

-David Tibbals of South Oak Partners, LLC: Mr. Tibbals addressed the Board regarding the development plans for the 19 brick townhomes. Per conversations with staff, this development plan is a product of City Staff recommendations and features from the Osage Mill. Thus, the final products will mirror the brick and likeness of the Osage Mill.

Mayor Smith asked if there was anyone to speak in opposition of the rezoning request. The following individual came forth:

- Courtney Womack of 517 Costner School Rd: Mrs. Womack stated that she believes Council should wait to see the full impact of other projects before allowing another town home

development to proceed. We will need to see how City infrastructure, businesses, and the education system are impacted.

By motion of Donnie Griffin and unanimous vote, the public hearing regarding the rezoning request was closed at 7:18 PM.

Ordinance Amending Zoning Map

By motion of Michael Brooks and unanimous vote, the zoning map amendment was tabled to the July 2024 Work Session. At this time City Council will make a decision regarding the zoning map amendment for property located at tax parcels #121595, 121596, 121597.

Board Appointments

City Clerk, Hydeia Hayes advised Mayor and City Council of an advisory board application for the Parks & Recreation Board.

By motion of Nellie Floyd and unanimous vote, Stephanie Gee was reappointed to serve on the Parks & Recreation Advisory Board. She will serve as a Board Member until June 30, 2026.

City Manager's Report

City Manager, Josh Ross, addressed Council regarding the following:

- General: Osage Mill is finishing up their first set of units. They have updated photos on their website. The NC State softball tournament that we hosted this past weekend and today is going well. Per the adopted budget last month, citizens will see changes to the bulk pick up and trash collection rates. Additionally, please keep Fire Chief Gordon in your prayers as his great nephew passed away.

Council General Discussion

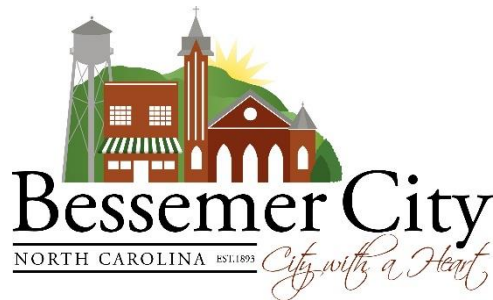
Mayor Smith opened the floor for Council general discussion. Council Members, Michael Brooks and Donnie Griffin thanked Jamie Ramsey and his staff for cleaning up the streets and handling the paving project. Council member, Nellie Floyd thanked Jamie Ramsey and his staff for erecting a sign at A. Wayne Drive by St. James Church. Council Member, Brenda Boyd thanked the staff for their work with the State tournament, and inquired about possible debris clean up on East Boston Avenue. Council member, Brent Guffey thanked the Police Department and the public safety team for their work at Sims Park. He also inquired about the trash in the fence at the Queens local convenience store. Mayor Smith concluded the discussion by thanking City Manager Ross, Public Safety Director Ellis, and City Staff for all their hard work regarding the City annual budget. There are some individuals who are spreading falsehoods about City Staff on social media. However, everything posted on social media is not correct.

Adjournment

Being no further business to come before the board, by motion of Michael Brooks and unanimous vote, the meeting was adjourned at 7:41 PM.

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk



CITY COUNCIL WORK SESSION

City Council Chambers

Tuesday, June 25, 2024 at 3:00 PM

MINUTES

Call to Order

Mayor Becky S. Smith called the meeting to order.

Members Present

Mayor, Becky S. Smith, Council Members: Brenda Boyd, Donnie Griffin, Nellie Floyd, Michael Brooks, Brent Guffey and Allen Hook were present. City Manager, Josh Ross, City Attorney, Marshall Walker, and department heads were present as well. A quorum was present.

Downtown Property Discussion

Sam Kline, Senior Broker at Coldwell Banker Commercial MECA addressed the Board regarding the two City owned downtown businesses at 110 and 112 West Virginia Avenue. The city received a \$500,000 grant for a Business Accelerator Program (BAP). These funds were used to purchase two historic buildings in the downtown district. Mr. Kline has been working with City staff to ensure that said properties are marketed to the right business to further enhance the downtown area. Currently discussion has been had with several interested parties. However, no concrete offers have been made at this time. The City wants to ensure that the right prospect is brought in to yield a profitable and sustainable business in the historic buildings.

Per direction of Council, Mr. Kline will work with City Staff to complete an assessment of both buildings to determine the level of rehabilitation work will be needed. Mr. Kline advised that the City complete any major repairs to aid in marketing of the buildings. Ensuring that the building has a secure foundation helps prospective buyers see the potential, and spur their interest in our revitalization of our historic downtown.

Light discussion was held amongst the Board and staff about the BAP proceeds. City Staff and Mr. Kline informed the Board that it would be best to keep the proceeds in a fund to start an incubator program, meaning that the City would use grant funds to purchase properties, complete assessments, and direct the right type of investment that adds value to downtown.

Intersection Discussion

City Staff has been approached about amending the City code of ordinances to allow for a four-way-stop at two intersections: Inman and Virginia Avenue and Arc Street and Costner Drive. Citizens in these areas have expressed concerns about safety and traffic control. City Manager, Josh Ross expressed that concern is still assessing the need for a four-way-stop at Inman Avenue and Virginia Avenue.

By motion of Brent Guffey and unanimous vote, a text change to Chapter 75 of the City code of ordinances will be added to the August 2024 Regular meeting agenda. At that time City Council will consider

establishing a public hearing for September 2024's Regular meeting to hear public comment for installing a four-way-stop at Arc Street and Costner Drive.

Ordinance Amending Zoning Map (City Center)

City Council previously held a public hearing at the July 2024 Regular Meeting regarding a rezoning request for property located at tax parcels #121595, 121596, 121597 (0.8 acres) from City Center (CC) to City Center Conditional District (CCCD) to accommodate the development of a multifamily townhome community consisting of 19 units.

Mayor Smith led the discussion by asking each Council member what they would like to hear from the developer as this item was tabled from the July 2024 Regular meeting. Council member, Nellie Floyd stated that she had no objection with project. Council members, Michael Brooks, Brent Guffey, Allen Hook and Donnie Griffin had concerns about density, sidewalks, crime rate, and if a ladder truck would be needed to potentially aid the fire department in the future.

David Tibbals of South Oak Partners, LLC and the property owner, Dr. Robert Neunzig addressed the Boards concerns regarding the project. There will be sidewalks installed, there is a fire hydrant within 200 feet of the structure to aid in case of a fire. In terms of density, the development team could possibly produce 18 units instead of 19. However, there are a number of metrics that go into calculation of units. When Dr. Neunzig initially invested in the pet hospital in Bessemer City, he took a chance. Years later, his pet hospital is the most successful hospital in the County. This project should be approved by Council as it helps revitalize a gateway into Bessemer City and will be a product of quality. This project will be a catalyst for inner City development.

By motion of Michael Brooks and unanimous vote, the rezoning from City Center (CC) to City Center Conditional District (CCCD) with the following conditions:

1. The proposed development shall follow the requirements of the City of Bessemer City Land Development Code with the added relief of:
 - a. Allowing for an excess of eight (8) units per acre, which is more than the density requirements per acre stated within 3.2.A. of the city's LDC. However, the unit number is not to exceed 19.
 - b. Relief from front setback requirements provided in section 3.2.A of the Bessemer City Land Development Code.
2. The following conditions will be applied to the development and agreed to by the developer with the vote of the City of Bessemer City Council to approve the rezoning:
 - a. All units will be comprised of 100% masonry, which is more than the 60% required within the Land Development Code.
 - b. Developer required to install sidewalks along E. Virginia Ave., S. 8th St. and E. Pennsylvania Ave.
 - c. Architectural features of the townhome units will complement the architectural features of the Historic Osage Mill Redevelopment Project, a residential rehabilitation project also located within the City Center zoning district. All other multifamily design standards stated within the City of Bessemer City Land Development Code shall be adhered to.
3. The developer shall extend the City of Bessemer City water and sewer to and within the site, at their expense. The development will be served by City utilities: water and sewer.
4. All off-site utility easements, if necessary to provide utilities to the site, must be obtained by the developer, at their expense, prior to approval of construction plans, issuance of permits, or commencement of construction.
5. Conditional Zoning approval is valid for a period of twenty-four (24) months from the date of approval.

Department Head Reports

Bessemer City department heads gave reports on their department's status:

JoD Franklin, Parks and Recreation Director- Mr. Franklin addressed Council regarding the NC Dixie Girls Softball Tournament and City Swimming Pool success. The City Swimming Pool will close for the season on Sunday, August 11th, 2024. Next week the City will host an appreciation celebration for our summer lifeguards. The splashpad will remain open through the end of September. The Hall of Fame banquet went well, this was the 4th class installment. The Brew & Que festival will be held Saturday, September 21st, 2024.

Jamie Ramsey, Director of Operations- Mr. Ramsey addressed Council regarding NC DEQ funding for the Lead & Copper Study in the amount of \$760,000. City Staff has recently become aware of studies conducted by the North Carolina Department of Environmental Quality (DEQ), that the City's water contains measurable levels of PFAS above the Maximum Contaminate Levels (MCL) . These man-made chemicals are widely used in commercial and consumer products, including food packaging, water- and stain-repellent fabrics, nonstick products, and firefighting foams. Unfortunately, this is not an isolated problem; it is a nationwide concern affecting countless communities. Additionally, City staff continues to work with Gaston County on the Tryon water line project. The line will come down Ramseur Road and cut across Highway 274. Updates will be provided, as they become available. Light discussion was held about how to address the City's outside utility fees for those that connect during the water line project.

Public Safety Director, Tom Ellis- Mr. Ellis addressed the Council regarding his return to the City. Mr. Ellis has been out on medical leave, and commended Deputy Chief, Chris Vaughn and Code Enforcement Officer, David James for filling in during his time of need. The number of police calls are on the rise. To date, the department has received over 1,000 calls per month. Mr. Ellis also commended City fleet services director, Wade Brown, Chris Massey, and Donald Mauldin for the great work in their respective departments. Light discussion was held regarding police applicants, School Resource Officers (SRO), and the golf cart ordinance.

Diane Jenkins, Finance Director – Ms. Jenkins informed the Board that she has finished the year end reporting. The audit team will be here September 23 – September 26. The Finance Department is taking applications once more for the Customer Service Representative position.

Michael Gordon, Fire Chief – Mr. Gordon informed the Board that fire has had about 300 calls this year and received a \$25,000 fire grant. Additionally, we have a fire truck out of service for repair work.

Hydeia Hayes, City Clerk & Human Resources Director- City Clerk & Human Resources Director, Hydeia Hayes informed the Board of the new UNC Lead Fellow, Hannah Dove who will be joining the City for a year to complete her fellowship. Ms. Hayes also noted the upcoming Staff Pool Party and annual City Manager review deadline.

City Manager's Report

City Manager, Josh Ross informed Council that city staff is working on a public safety building plan to utilize the grant funds of \$2.15 million received from the state. Staff had hoped that additional proceeds would be received. However, a plan is being devised now to utilize funds. At the August 2024 regular meeting staff will come before the board regarding a rezoning request for property located at tax parcels #151640, #151644, and #151645 (35.77 acres) from Neighborhood Residential (#151645) and Rural (#151644 & 151640) to Neighborhood Residential Conditional District to accommodate the development of a single-family residential community that will consist of 93 single family units, with the intent to voluntarily annex tax parcels 151640 and 151644 into the Bessemer City limits. The Osage Mill project is still underway. They are painting the water tower in the coming weeks. The leasing office is expected to lease the first 30 units around the end of September.

Per several email correspondences with Council, City Manager Ross acknowledged several questions which included:

- Discussion of pay and classification plan
- Staffing and promotion procedures
- Role of City Council members and City Manager per adopted rules and procedures

Additionally, the Manager advised Council that they should refrain from having extensive conversations in email correspondence amongst the Board as a whole. Instead, they should discuss these topics in an open meeting.

Council General Discussion

Mayor Smith opened the floor for Council general discussion Council member, Brenda Boyd asked staff to reach out to a resident along Dover Drive. Council member, Donnie Griffin expressed his concern about the tax rate, as it has placed a hardship on seniors living in Bessemer City.

Donnie Griffin made a motion to amend the tax rate and charge the full stormwater fees to businesses per July 1, 2024.

Light discussion was held amongst the Board and the City Attorney, Marshall Walker regarding the feasibility of this motion. As well as the usage of Powell Bill funds.

Donnie Griffin made a motion to withdraw his previous motion to amend the tax rate.

Adjourn

Being no further business to come before the board, by motion of Michael Brooks and unanimous vote the meeting was adjourned at 5:48 PM.

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk



**ORDINANCE
-TEMPORARY STREET CLOSURE FOR 3rd ANNUAL BREW & QUE**

WHEREAS, the City of Bessemer City wishes to provide recreational entertainment for the citizens of Bessemer City; and

WHEREAS, the City of Bessemer City understands the importance of hosting such entertainment in the downtown central business district of Bessemer City; and

WHEREAS, the City of Bessemer City acknowledges that a special event requires rerouting traffic and providing safety measures for citizens attending said events; and

WHEREAS, the City of Bessemer City wishes to host its 3rd Annual Brew & Que Festival in downtown Bessemer City along Highway 274 (East and West Virginia Avenue), the 100 Block of South and North 12th Street, and the 100 Block of West Pennsylvania Avenue on Friday, September 20th and Saturday, September 21st from the hours of 8 AM to 11 PM;

NOW THEREFORE BE IT ORDAINED by the City Council of Bessemer City pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the days and times set forth below on the following described portion of a State Highway System route:

Dates: Friday, September 20th and Saturday, September 21st, 2024

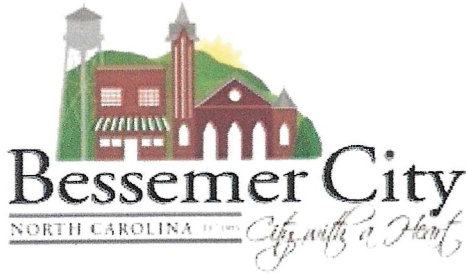
Times: 8 AM -11 PM

Route Description: 100 Block of East Virginia Avenue and 100 Block of West Virginia Avenue (Highway 274), 100 Block of South 12th Street, 100 Block of North 12th Street, and the 100 Block of West Pennsylvania Avenue

Adopted by City Council this 12th Day of August, 2024

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk



132 W. Virginia Ave.
 Bessemer City, NC 28016
 (704) 629 – 5542 Ext. 1003

Item 5.

Staff Only:

Date Rec'd: 06/14/2024
 Rec'd by: N. Hester
 Case #: CD 02-2024

LAND DEVELOPMENT APPLICATION FORM

1. Application Type	✓	Fee	✓	Fee
• Sketch Plan/Plat (Major Sub):		_____	• Conditional Zoning (CZ)	700.00
• Preliminary Plat (Major Sub):		_____	• Special Use Permit (SUP)	_____
• Final Plat (Major Sub):		_____	• Text Amendment	_____
• Major Site Plan		_____	• Minor Site Plan	_____
• Construction Documents:		_____	• Minor Subdivision Plat	_____
• Recombination Plat		_____	• General Rezoning	_____
• Other: _____		_____		
			Fee Total:	700.00

2. Project Information

Date of Application: 06/14/24 Name of Project: Sunset Ridge Single Family

Location: Sherwood Drive and N. 14th St Property Size (acres): 35.77 # of Units/Lots: 93

Current Zoning: NR and R Proposed Zoning: CZ

Current Land Use: Single Family Proposed Land Use: Single Family

Tax Parcel Number(s): 151644, 151645 and 151640

Square Footage: N/A

3. Contact Information

Owner, Applicant, or Developer

Development Solutions Group, LLC

Address

11121 Carmel Commons Blvd #360

City, State Zip

Charlotte, NC 28226

Telephone

704-543-0760

Email

kent@olsondevelopment.com

Agent(s) (Engineer, Architect, Etc.)

LC3 Consulting

Address

320 Inland Cove Court

City, State Zip

Clover, SC 29710

Telephone

803-415-4866

Email

kcrowe@lc3consulting.com

4. The following items may also be required to be considered part of a complete application, please check all that apply on this list:

- Signed "Original" application
- Project Fee(s) – See Fee Schedule
- Written Summary/Description of Request can be on company letterhead. Shall include requested use or uses, sq. feet of non-residential space, or density and number of units/lots for residential, or any other applicable information. For CZ's, must also describe any variations proposed from the Land Development Code
- Property Survey (at least one copy), including existing buildings, topography, wetlands, streams, vegetation (trees over 18" in diameter), and other natural features.
- Site/sketch plan (at least one copy), may contain multiple pages and must be drawn to scale by an engineer or landscape architect. Shall include locations of buildings and/or lots, streets, parking, proposed grading, landscaping/screening, open space, watershed/storm water information, associated storm water measures, and proposed utilities and lighting. Shall also include general information from adjoining lots
- Illustrative (color) site/sketch plan for presentation purposes with same layers as described above
- Architectural elevations, Perspective Renderings, and Architectural Review Board Checklist may include multiple pages and must be drawn to scale by an architect. Include all primary and accessory buildings (all building sides), an illustrative color package, and black and white w/dimensions. Other architectural elements/features of the site such as gazebos, trellis's, garden walls, retaining walls, or other items over 4-feet in height must also be included (NOT REQUIRED, BUT OPTIONAL FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENTS).
- Illustrative (color) elevations for presentation purposes for all items described above, as well as perspective (3D) renderings and photograph examples
- Digital Files of all items listed above

Last Update: 07/06/2021

Signature: 

Printed Name: Kent Olson

Date: 06/14/2024



June 14, 2024

Bessemer City
132 W. Virginia Ave
Bessemer City, NC 28016

RE: Rezoning Request

Dear Planning Board, Council and Staff:

LC3 Consulting, on behalf of Development Solutions Group, hereby requests the rezoning of parcel numbers 151644, 151645 and 151640. We request that the property be rezoned from R and NR to CZ to allow for the development of 93 single family homes as depicted on the provided rezoning drawings. One existing home is to remain and be platted separately.

The parcel is approximately 35.77 acres and we have requested a unit count of 93 units (2.6 units/acre).

We have requested to install ditch section roads instead of curb and gutter. We are proposing to install a center median along a portion of the main road as a concession for not installing the curb and gutter. We will also propose a trail to connect the eastern and western property boundaries for future tie-in from adjacent properties.

Please let me know if you need further clarification.

Sincerely,

Kyle J. Crowe, PE



June 14, 2024

Bessemer City
132 W. Virginia Ave
Bessemer City, NC 28016

RE: Preliminary Traffic Analysis for Sunset Ridge Single Family Homes

Dear Planning Board, Council and Staff:

LC3 Consulting has done a preliminary analysis of the impact anticipated to the surrounding traffic for this project and have determined the following based on the current edition of the ITE:

- Proposed Trips Per Day from Development: 930
- Proposed New Trips During Peak AM: 65
- Proposed New Trips During Peak PM: 87

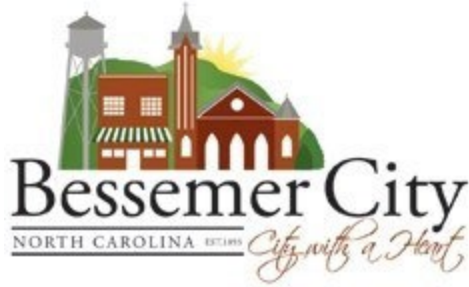
Due to the threshold requiring a TIA has not been met per City Code, a traffic impact study is not required.

Please let me know if you need further clarification.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kyle J. Crowe', is written over a light blue circular stamp.

Kyle J. Crowe, PE



City of Bessemer City, North Carolina
Conditional District Rezoning Staff Report
 Planning Board Agenda Item August 5, 2024
 City Council Agenda Item September 9, 2024

Applicant: Development Solutions Group

Request:

To review and make a recommendation on the rezoning of three parcels of land to accommodate a single-family residential development.

Background Information:

Development Solutions Group has worked with the current property owners of Gaston County Tax Identification Numbers: 151640, 151644, and 151645 to purchase the properties and develop a single-family residential project upon the site. Parcel number 151645 is currently zoned Neighborhood Residential and is located within the city limits of Bessemer City. Parcel numbers 151644 and 151640 are currently zoned Rural (R) and are not located within the city limits of Bessemer City but are within the city’s extra territorial jurisdiction. All three parcels of land are currently vacant. The applicant has applied to rezone all three parcels to Neighborhood Residential Conditional District with the intent to voluntarily annex tax parcels 151640 and 151644 into the Bessemer City limits.

The project parcels are surrounded by two public right of ways, N. 14th St. and Sherwood Dr. Both public right of ways are owned and maintained by the NCDOT. The applicant is proposing to develop the project site into a single-family residential community that will consist of 93 single family units, five public right of ways, sidewalks along one side of the right of way in certain areas, and along both sides in other areas. The community will also consist of ditch sections along both sides of the right of way to assist in the collection of stormwater runoff and a center median with street tree plantings along the main interior roadways.

Current regulations within section 4.4.N. – *Curb and Gutter* of the Bessemer City Land Development Code state that state that curb and guttering shall be installed along all newly constructed roadways within the city limits.

Section 4.5.A. – Sidewalks, Required Locations of the Bessemer City Land Development Code state that sidewalks shall be constructed along both sides of newly created roadways within the city limits of Bessemer City.

Section 4.6. & 3.5.D. – *Street Trees* of the Bessemer City Land Development Code states that street trees shall be installed along all newly created roadways. Applicant has proposed fifty three tree plantings along the interior street network and common open space to include the plantings within the median along certain internal roadways.

Section 3.2.A. – *Dimensional Standards for Principal Structures* states that the minimum lot size for Neighborhood Residential zoning districts shall be 12,000 saft for single family residential lots.

The purpose of the conditional zoning application is to request relief from the curb and gutter requirements to allow for ditch sections along the internal roadway network to collect stormwater. Request relief from the dimensional standards and to allow minimum lots square footage of 8,000 sqft. Request relief from the sidewalk requirements of sidewalk along both sides of the entire internal street network and to allow for sidewalks along both sides within the development where feasible.

Proposal: The Applicants have submitted a Neighborhood Residential Conditional District application proposing to develop a single-family residential community on three parcels of land within the Neighborhood and Rural zoning districts. A summary of the proposal is as follows:

<i>Parcels</i>	<i>Site Area</i>	<i>Watershed</i>	<i>Existing Use</i>	<i>Proposed Use</i>	<i>Number of Units</i>	<i>Maximum Density per Acre</i>	<i>Proposed Density per Acre</i>	<i>Required Open Space</i>	<i>Proposed Open Space</i>
151644, 151645, 151640	35.77	N/A	Vacant	Residential Single Family	93	8	4.5	2.6 Acres	6 Acres

The lots site are proposed to be generally 70’ x 115’ for 8,050 sqft. In some cases depending on roadway construction the lots could be slightly narrower or shorter but all lots will meet 8,000 sqft minimum. The required setbacks and proposed setbacks are depicted in the following table:

	Front	Side	Rear	Corner
Required	20’	12’	30’	20’
Proposed	20’	12’	30’	20’

Roads: The proposal for the site involves the construction of five internal roadways within the project site. There will be sidewalk along one side of all internal streets and on both sides were feasible. The developer has applied to install ditch sections along the entire internal street network to collect stormwater. A median planting strip will be constructed on three of the five internal streets. Planned roadways will be constructed to accommodate all public safety apparatuses and solid waste pickup equipment. See attached application packet for apparatus maneuverability.

Traffic: Per City of Bessemer City Land Development Code, no Traffic Impact Analysis study is required to be conducted due to the projected number of daily trips during peak hour travel times.

- Proposed Trips Per Day from Development: 930
- Proposed New Trips During Peak AM: 65
- Proposed Trips During Peak PM: 87

Parking: Bessemer City Land Development Code requires two parking spaces per unit minimum. The project consists of three hundred and seventy-six total parking spaces to include a two-car garage, and two outside parking spaces per unit.

Utilities – Water and Sewer: The applicant is proposing the development to be served by City of Bessemer City Water, Sewer, and Natural Gas services.

- The Public Works Director has indicated that there is City utility availability for the sites.
- A wastewater pump station will be required to be installed due to the topography of the site.
- Applicant has committed to providing Natural Gas to the project.
- Applicants will pay the water, sewer tap fees, system development fees, and will be financially responsible for the engineering and construction of utility systems within the development site.

Stormwater Drainage: Stormwater runoff will be managed by ditch roll sections installed along all right of ways within the project site. Stormwater runoff will also be managed by two stormwater retention ponds. The property is subject to adopted stormwater management guidelines and will have to be approved by the Gaston County Department of Natural Resources, as well as the city's third-party engineering firm.

Open Space: The open space requirement for the project is 2.6 acres. The applicant has proposed 2.6 acres of open space to include a walking trail along the stream within the middle of the development. The trail will stub out at the project property lines for future greenway connection. This walking trail will assist the city in providing future greenways throughout the city as proposed with the Pedestrian Plan adopted by City Council in 2022. The applicant has proposed to install benches along the trail and implementing a dog park or fire pit/small grilling area internal to the community.

Land Use Buffer: According to the City of Bessemer City Land Development Code section 3.5.C. no landscaping buffer is required for single family residential land uses adjacent to properties that

are existing or zoned for future single family residential land uses. The applicant is proposing a to buffer the development with common open space vegetation plantings.

Staff Recommendation:

1. Recommend that City Council rezone requested parcel to Neighborhood Residential Conditional District (CCCD).

Exhibits:

1. Sunset Ridge Application Packet.
2. Recommended Effective Date: September 9th, 2024



RESIDENTIAL SUBDIVISION
 SHERWOOD LANE
 BESSEMER CITY, NC
**CONCEPTUAL
 SITE PLAN**

SITE STATISTICS:
 TOTAL NUMBER UNITS: 95 SINGLE FAMILY
 CITY: BESSEMER CITY
 COUNTY: GASTON
 STATE: NORTH CAROLINA
 PROJECT AREA: 35.77 ACRES

DEVELOPER:
 NAME: DEVELOPMENT SOLUTIONS GROUP, LLC
 KENT OLSON
 ADDRESS: 11121 CARMEL COMMONS BLVD #360
 CHARLOTTE, NC 28226
 PHONE #: (704) 543-0760
 EMAIL: KENT@OLSONDEVELOPMENT.COM

ENGINEER:
 NAME: LC3 CONSULTING
 KYLE CROWE, PE
 ADDRESS: 320 INLAND COVE COURT
 CLOVER, SC 29710
 PHONE #: (803) 415-4866

NOTE: ALL PROPERTY OUTSIDE OF INDIVIDUAL LOTS SHALL BE COS AND MAINTAINED BY THE HOA

EX. PROPERTY BOUNDARY TO BE RECOMBINED

PROP. 8,000 SF SINGLE FAMILY LOT (70' X 115' TYP)
 PROP. MONUMENTATION AREA

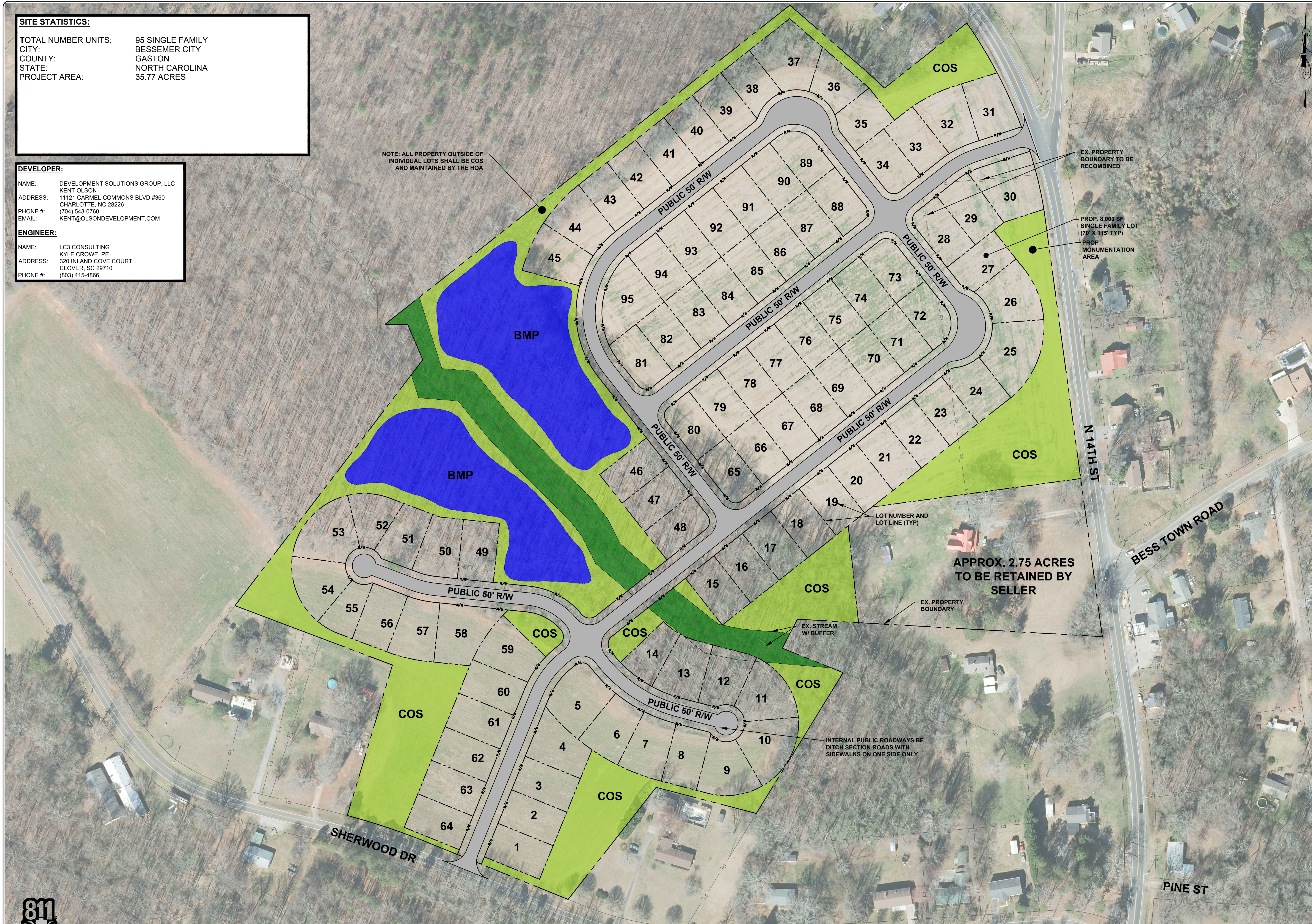
LOT NUMBER AND LOT LINE (TYP)

APPROX. 2.75 ACRES TO BE RETAINED BY SELLER

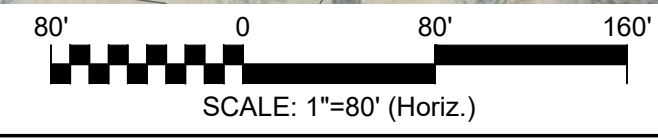
EX. PROPERTY BOUNDARY

EX. STREAM W/ BUFFER

INTERNAL PUBLIC ROADWAYS BE DITCH SECTION ROADS WITH SIDEWALKS ON ONE SIDE ONLY



Know what's below.
 Call before you dig.



REV. NO.	DATE	DESCRIPTION

DATE: APRIL 2024
 LC3 PROJ. #

SCALE
 HORIZONTAL: 1"=80'
 VERTICAL: N/A

CZ.1
 DRAWING NUMBER
 X REVISION

NOT FOR CONSTRUCTION

SITE STATISTICS:
 TOTAL NUMBER UNITS: 93 SINGLE FAMILY
 CITY: BESSEMER CITY
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POTENTIAL BUILDING ELEVATION

NOTE: ALL PROPERTY OUTSIDE OF INDIVIDUAL LOTS SHALL BE COS AND MAINTAINED BY THE HOA

PROP. TRAIL (TYP)

PROP. CENTER MEDIAN (TYP)

PROP. SIDEWALK (TYP)

EX. PROPERTY BOUNDARY TO BE RECOMBINED

PROP. 8,000 SF SINGLE FAMILY LOT (70' X 115' TYP)
 PROP. MONUMENTATION AREA

LOT NUMBER AND LOT LINE (TYP)

APPROX. 2.75 ACRES TO BE RETAINED BY SELLER

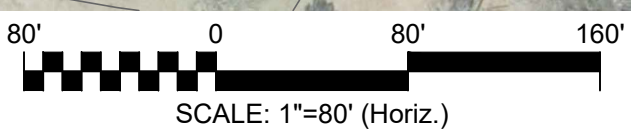
EX. PROPERTY BOUNDARY

EX. STREAM W/ BUFFER

INTERNAL PUBLIC ROADWAYS BE DITCH SECTION ROADS WITH SIDEWALKS ON ONE SIDE ONLY



Know what's below. Call before you dig.



SUNSET RIDGE SUBDIVISION
 SHERWOOD LANE
 BESSEMER CITY, NC



REV. NO.	DATE	DESCRIPTION

DATE: APRIL 2024
 LC3 PROJ. #: DSG-0028

SCALE
 HORIZONTAL: 1"=80'
 VERTICAL: N/A

CZ.1
 DRAWING NUMBER
 X REVISION

NOT FOR CONSTRUCTION

SITE STATISTICS:
TOTAL NUMBER UNITS: 95 SINGLE FAMILY
CITY: BESSEMER CITY
COUNTY: GASTON
STATE: NORTH CAROLINA
PROJECT AREA: 35.77 ACRES

DEVELOPER:
NAME: DEVELOPMENT SOLUTIONS GROUP, LLC
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CHARLOTTE, NC 28226
PHONE #: (704) 543-0760
EMAIL: KENT@OLSONDEVELOPMENT.COM

ENGINEER:
NAME: LC3 CONSULTING
KYLE CROWE, PE
ADDRESS: 320 INLAND COVE COURT
CLOVER, SC 29710
PHONE #: (803) 415-4866

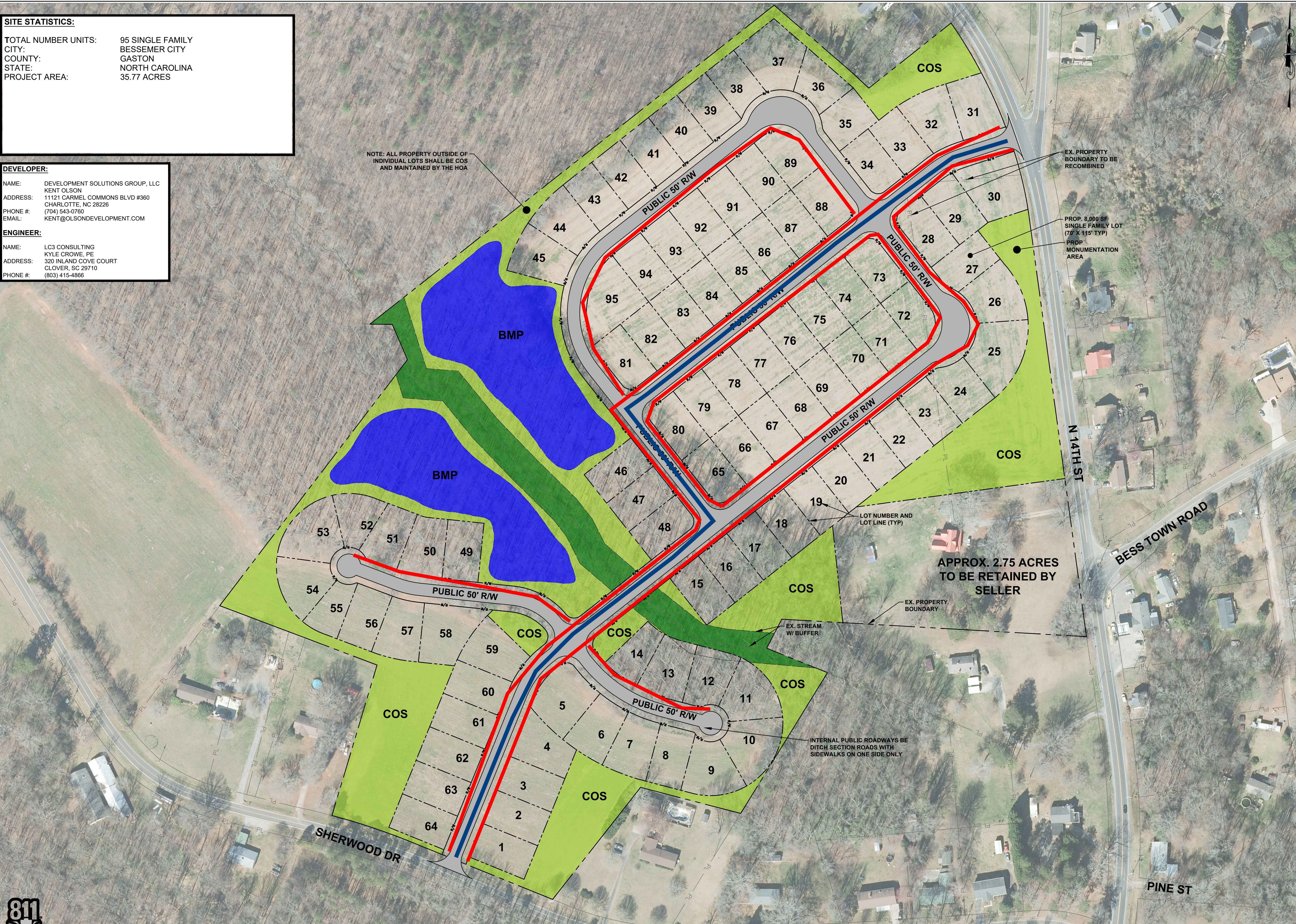
NOTE: ALL PROPERTY OUTSIDE OF INDIVIDUAL LOTS SHALL BE COS AND MAINTAINED BY THE HOA

EX. PROPERTY BOUNDARY TO BE RECOMBINED

PROP. 8,000 SF SINGLE FAMILY LOT (70' X 115' TYP)
PROP. MONUMENTATION AREA

APPROX. 2.75 ACRES TO BE RETAINED BY SELLER

INTERNAL PUBLIC ROADWAYS BE DITCH SECTION ROADS WITH SIDEWALKS ON ONE SIDE ONLY



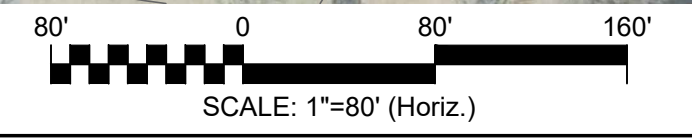
LC3 CONSULTING
320 INLAND COVE COURT
CLOVER, SC 29710
PHONE: (803) 415-4866
NC LICENSE: F-1485
LC3CONSULTING.COM

**RESIDENTIAL SUBDIVISION
SHERWOOD LANE
BESSEMER CITY, NC
CONCEPTUAL
SITE PLAN**

REV. NO.	DATE	DESCRIPTION

DATE: APRIL 2024
LC3 PROJ. #
SCALE:
HORIZONTAL: 1"=80'
VERTICAL: N/A
DRAWING NUMBER: CZ.1
REVISION: X

NOT FOR CONSTRUCTION



SITE STATISTICS:
 TOTAL NUMBER UNITS: 93 SINGLE FAMILY
 CITY: BESSEMER CITY
 COUNTY: GASTON
 STATE: NORTH CAROLINA
 PROJECT AREA: 35.77 ACRES

THIS PLAN IS ONLY INTENDED TO BE A CONCEPTUAL SITE PLAN TO SHOW PROPOSED DENSITY AND PROJECT INTENTION. THERE MAY BE CHANGES DURING CONSTRUCTION DOCUMENT PRODUCTION THAT COULD RESULT IN THE CHANGE IN BUILDING CONFIGURATION, QUANTITY, MINIMUM SIZE AND ORIENTATION OF ROAD/LOTS/BUILDINGS. AMENITIES ARE SUBJECT TO CHANGE AS WARRANTED BY THE MARKET AT THE TIME OF CONSTRUCTION

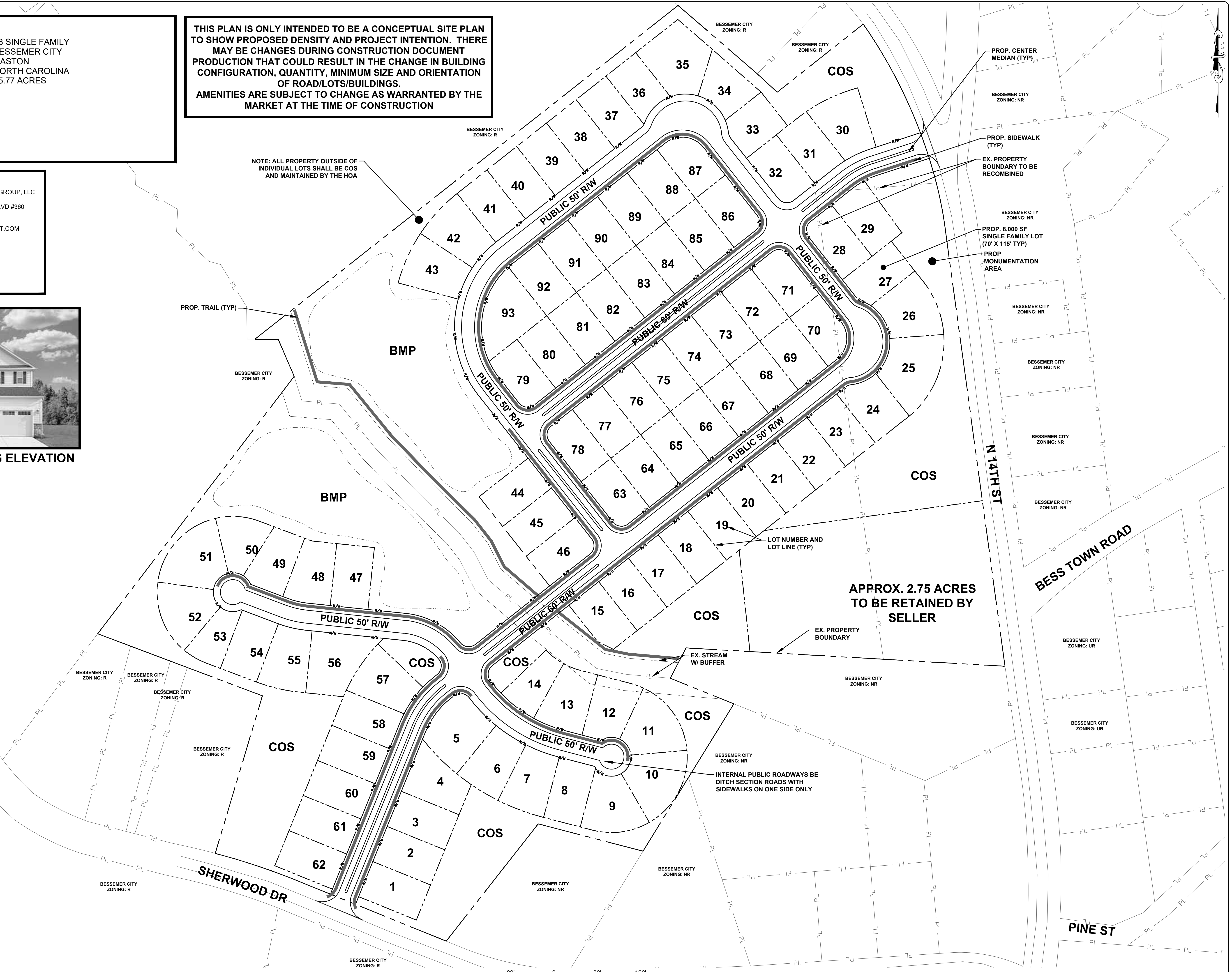
DEVELOPER:
 NAME: DEVELOPMENT SOLUTIONS GROUP, LLC
 KENT OLSON
 ADDRESS: 11121 CARMEL COMMONS BLVD #360
 CHARLOTTE, NC 28226
 PHONE #: (704) 543-0760
 EMAIL: KENT@OLSONDEVELOPMENT.COM

ENGINEER:
 NAME: LC3 CONSULTING
 KYLE CROWE, PE
 ADDRESS: 320 INLAND COVE COURT
 CLOVER, SC 29710
 PHONE #: (803) 415-4866



POTENTIAL BUILDING ELEVATION

NOTE: ALL PROPERTY OUTSIDE OF INDIVIDUAL LOTS SHALL BE COS AND MAINTAINED BY THE HOA



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 CLOVER, SC 29710
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 NC LICENSE: F-1485
 LC3CONSULTING.COM

SUNSET RIDGE SUBDIVISION
 SHERWOOD LANE
 BESSEMER CITY, NC
**REZONING
 SITE PLAN**

DSG
 Development
 Solutions
 Group

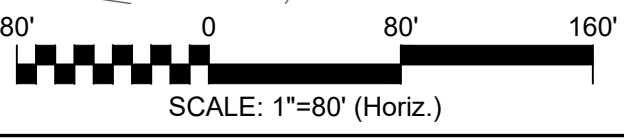
REV. NO.	DATE	DESCRIPTION

DATE: APRIL 2024
 LC3 PROJ. #: DSG-0028

SCALE:
 HORIZONTAL: 1"=80'
 VERTICAL: N/A

RZ.1
 DRAWING NUMBER
 X
 REVISION

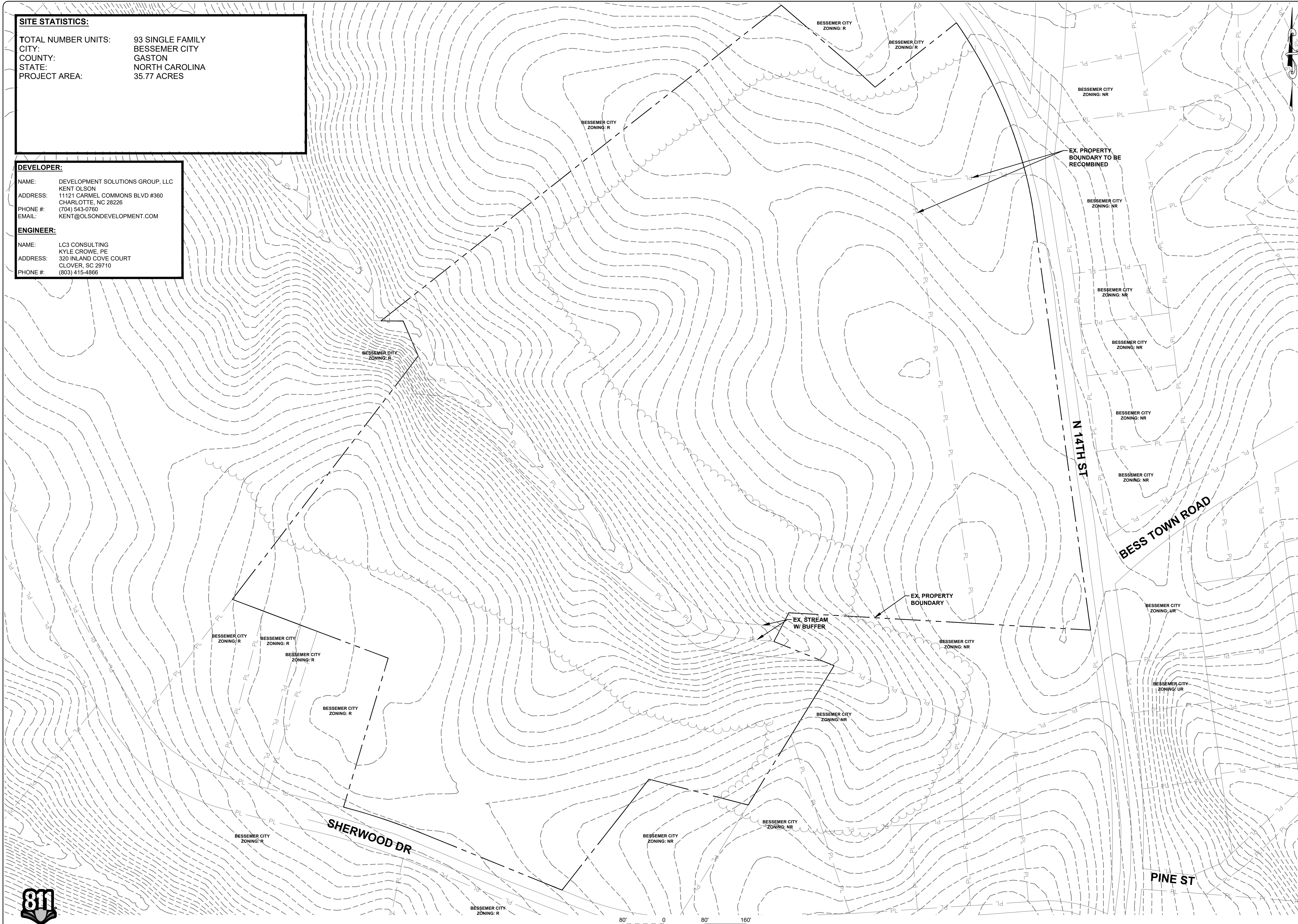
NOT FOR CONSTRUCTION



SITE STATISTICS:
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 COUNTY: GASTON
 STATE: NORTH CAROLINA
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 PHONE #: (803) 415-4866



Item 5.

320 INLAND COVE COURT
 CLOVER, SC 29710
 PHONE: (803) 415-4866
 NC LICENSE: F-1485
 LC3CONSULTING.COM

SUNSET RIDGE SUBDIVISION
SHERWOOD LANE
BESSEMER CITY, NC

REZONING EX.
CONDITIONS PLAN

DSG
 Development
 Solutions
 Group

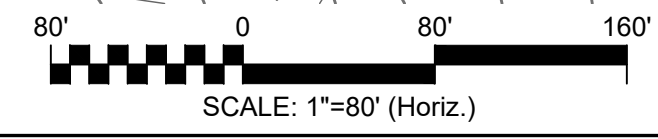
REV. NO.	DATE	DESCRIPTION

DATE: APRIL 2024
 LC3 PROJ. #: DSG-0028

SCALE:
 HORIZONTAL: 1"=80'
 VERTICAL: N/A

RZ.2
 DRAWING NUMBER
 X
 REVISION

NOT FOR CONSTRUCTION



SITE STATISTICS:

TOTAL NUMBER UNITS: 93 SINGLE FAMILY
 CITY: BESSEMER CITY
 COUNTY: GASTON
 STATE: NORTH CAROLINA
 PROJECT AREA: 35.77 ACRES

DEVELOPER:

NAME: DEVELOPMENT SOLUTIONS GROUP, LLC
 KENT OLSON
 ADDRESS: 11121 CARMEL COMMONS BLVD #360
 CHARLOTTE, NC 28226
 PHONE #: (704) 543-0760
 EMAIL: KENT@OLSONDEVELOPMENT.COM

ENGINEER:

NAME: LC3 CONSULTING
 KYLE CROWE, PE
 ADDRESS: 320 INLAND COVE COURT
 CLOVER, SC 29710
 PHONE #: (803) 415-4866



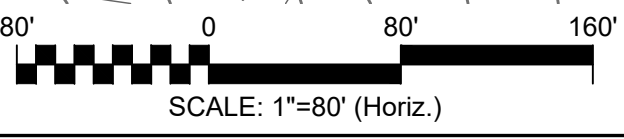
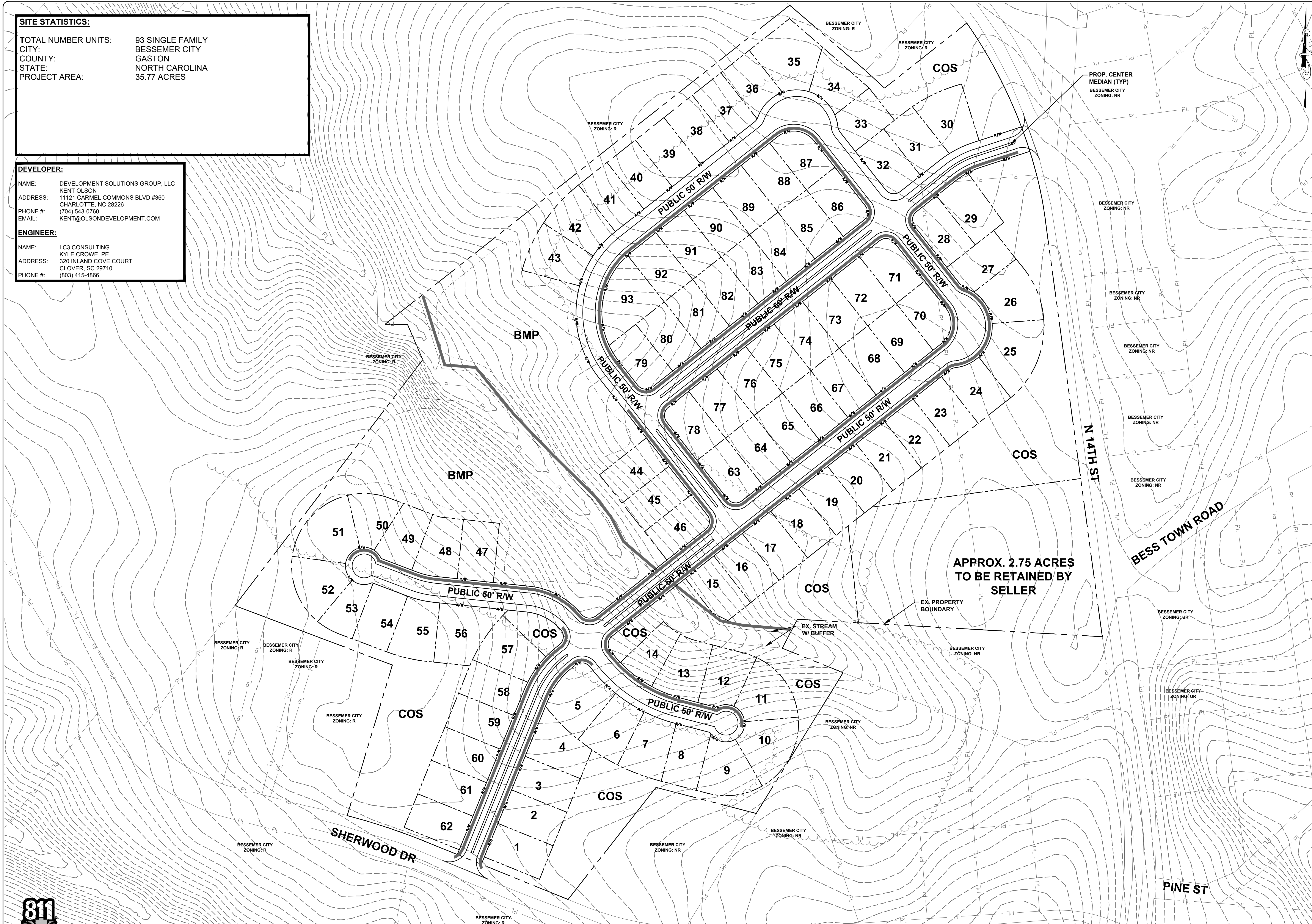
LC3
 CONSULTING
 320 INLAND COVE COURT
 CLOVER, SC 29710
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 NC LICENSE: F-1485
 LC3CONSULTING.COM

SUNSET RIDGE SUBDIVISION
 SHERWOOD LANE
 BESSEMER CITY, NC

**REZONING
 TOPOGRAPHIC PLAN**



**Development
 Solutions
 Group**



REV. NO.	DATE	DESCRIPTION

DATE: APRIL 2024
 LC3 PROJ. #: DSG-0028

SCALE:
 HORIZONTAL: 1"=80'
 VERTICAL: N/A
RZ.3
 DRAWING NUMBER
 X
 REVISION

NOT FOR CONSTRUCTION

SITE STATISTICS:
 TOTAL NUMBER UNITS: 93 SINGLE FAMILY
 CITY: BESSEMER CITY
 COUNTY: GASTON
 STATE: NORTH CAROLINA
 PROJECT AREA: 35.77 ACRES

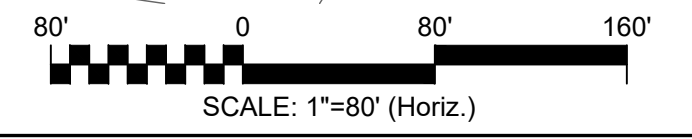
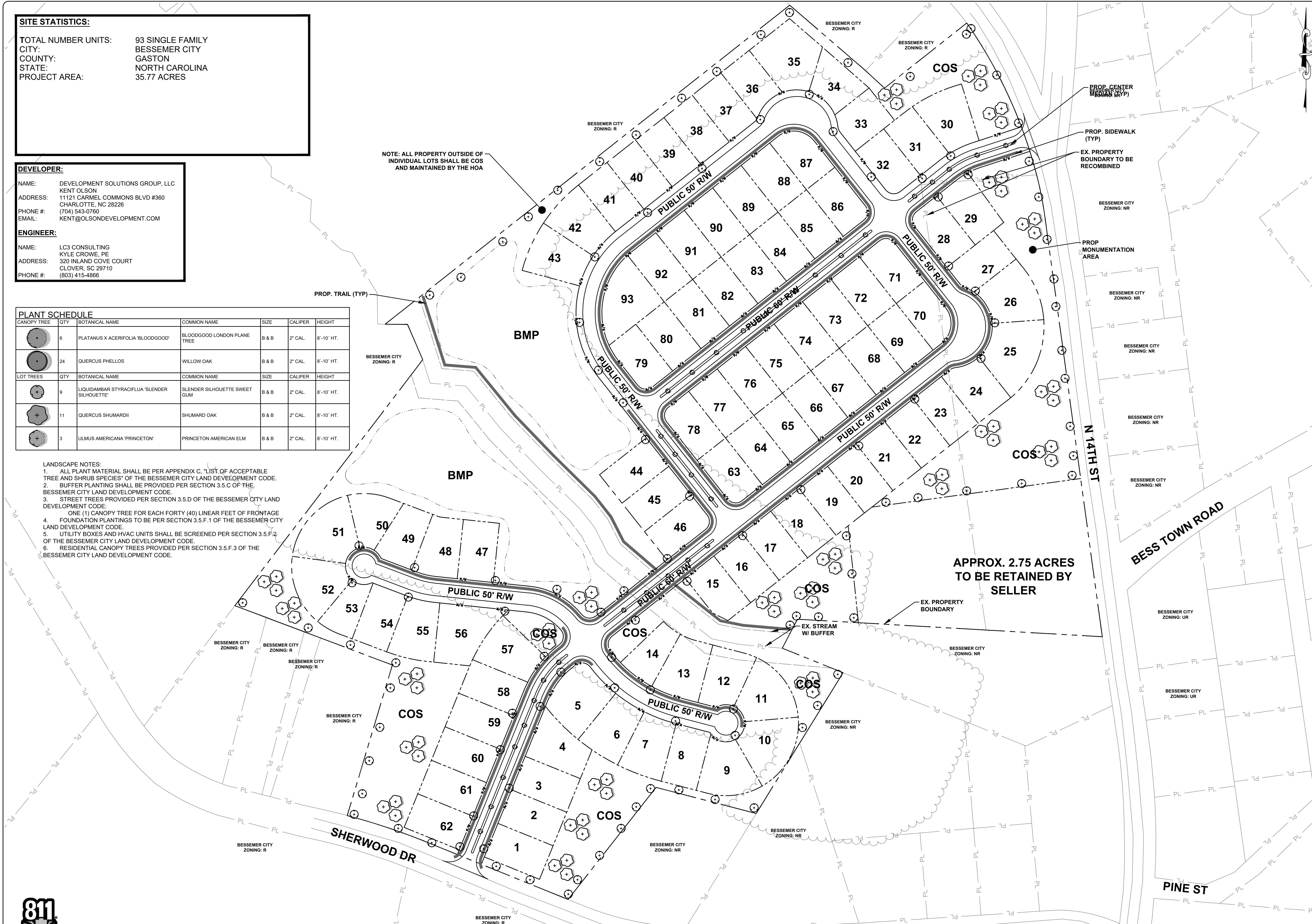
DEVELOPER:
 NAME: DEVELOPMENT SOLUTIONS GROUP, LLC
 KENT OLSON
 ADDRESS: 11121 CARMEL COMMONS BLVD #360
 CHARLOTTE, NC 28226
 PHONE #: (704) 543-0760
 EMAIL: KENT@OLSONDEVELOPMENT.COM

ENGINEER:
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 KYLE CROWE, PE
 ADDRESS: 320 INLAND COVE COURT
 CLOVER, SC 29710
 PHONE #: (803) 415-4866

PLANT SCHEDULE						
CANOPY TREE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	HEIGHT
	6	PLATANUS X ACERIFOLIA 'BLOODGOOD'	BLOODGOOD LONDON PLANE TREE	B & B	2" CAL.	8'-10' HT.
	24	QUERCUS PHELLOS	WILLOW OAK	B & B	2" CAL.	8'-10' HT.
LOT TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	HEIGHT
	9	LIQUIDAMBAR STYRACIFLUA 'SLENDER SILHOUETTE'	SLENDER SILHOUETTE SWEET GUM	B & B	2" CAL.	8'-10' HT.
	11	QUERCUS SHUMARDII	SHUMARD OAK	B & B	2" CAL.	8'-10' HT.
	3	ULMUS AMERICANA 'PRINCETON'	PRINCETON AMERICAN ELM	B & B	2" CAL.	8'-10' HT.

- LANDSCAPE NOTES:**
- ALL PLANT MATERIAL SHALL BE PER APPENDIX C, "LIST OF ACCEPTABLE TREE AND SHRUB SPECIES" OF THE BESSEMER CITY LAND DEVELOPMENT CODE.
 - BUFFER PLANTING SHALL BE PROVIDED PER SECTION 3.5.C OF THE BESSEMER CITY LAND DEVELOPMENT CODE.
 - STREET TREES PROVIDED PER SECTION 3.5.D OF THE BESSEMER CITY LAND DEVELOPMENT CODE.
 ONE (1) CANOPY TREE FOR EACH FORTY (40) LINEAR FEET OF FRONTAGE
 - FOUNDATION PLANTINGS TO BE PER SECTION 3.5.F.1 OF THE BESSEMER CITY LAND DEVELOPMENT CODE.
 - UTILITY BOXES AND HVAC UNITS SHALL BE SCREENED PER SECTION 3.5.F.2 OF THE BESSEMER CITY LAND DEVELOPMENT CODE.
 - RESIDENTIAL CANOPY TREES PROVIDED PER SECTION 3.5.F.3 OF THE BESSEMER CITY LAND DEVELOPMENT CODE.

NOTE: ALL PROPERTY OUTSIDE OF INDIVIDUAL LOTS SHALL BE COS AND MAINTAINED BY THE HOA



LC3 CONSULTING
 320 INLAND COVE COURT
 CLOVER, SC 29710
 PHONE: (803) 415-4866
 NC LICENSE: F-1485
 LC3CONSULTING.COM

SUNSET RIDGE SUBDIVISION
 SHERWOOD LANE
 BESSEMER CITY, NC
**REZONING
 LANDSCAPE PLAN**

REV. NO.	DATE	DESCRIPTION

DATE:	APRIL 2024
LC3 PROJ. #	DSG-0028
SCALE	
HORIZONTAL:	1"=80'
VERTICAL:	N/A
DRAWING NUMBER	RZ.4
REVISION	X

DATE: APRIL 2024
 LC3 PROJ. # DSG-0028
 SCALE
 HORIZONTAL: 1"=80'
 VERTICAL: N/A
 DRAWING NUMBER **RZ.4**
 REVISION X
NOT FOR CONSTRUCTION



SITE STATISTICS:

TOTAL NUMBER UNITS: 93 SINGLE FAMILY
CITY: BESSEMER CITY
COUNTY: GASTON
STATE: NORTH CAROLINA
PROJECT AREA: 35.77 ACRES

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DEVELOPER:

NAME: DEVELOPMENT SOLUTIONS GROUP, LLC
KENT OLSON
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CHARLOTTE, NC 28226
PHONE #: (704) 543-0760
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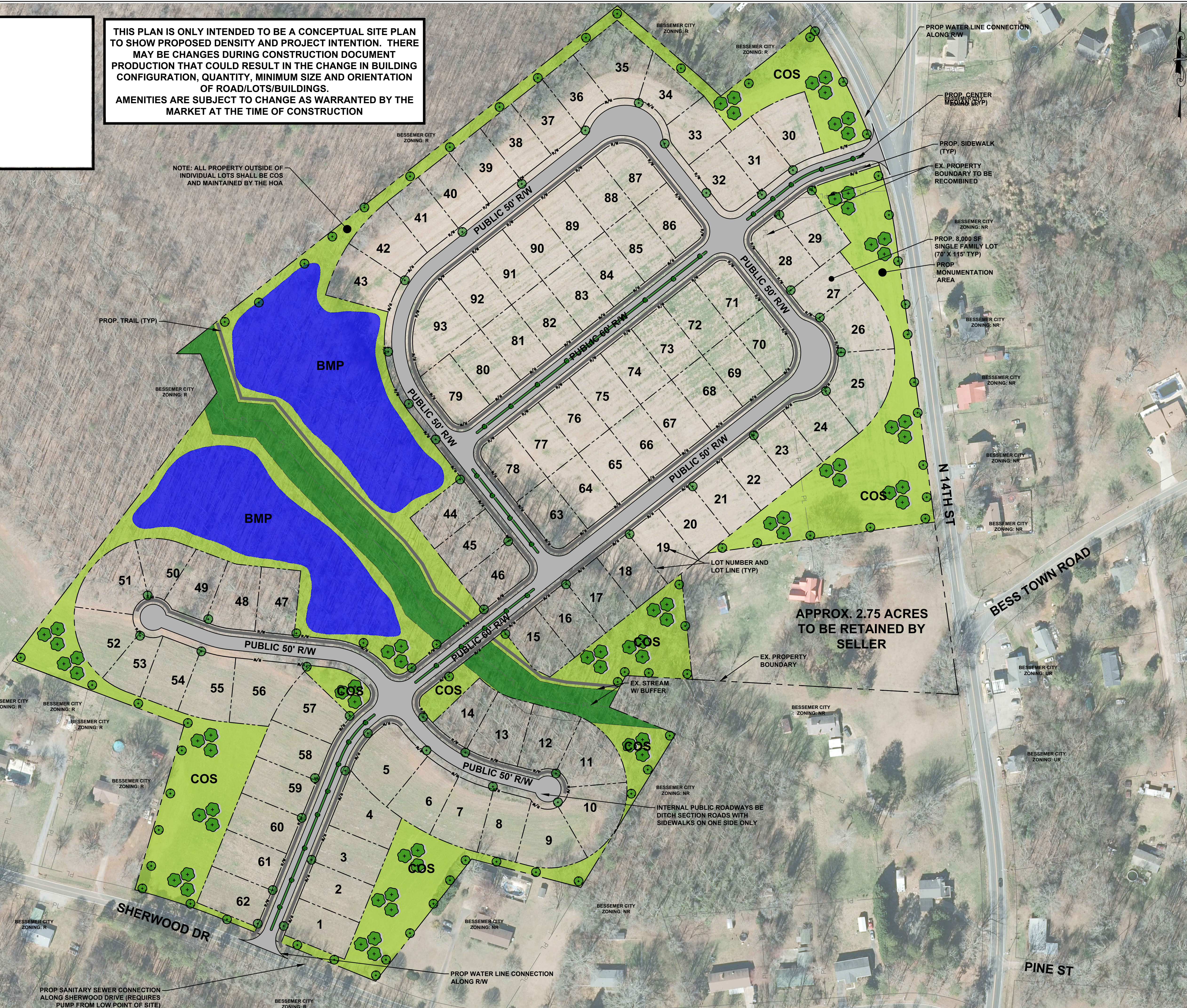
ENGINEER:

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KYLE CROWE, PE
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PHONE #: (803) 415-4866

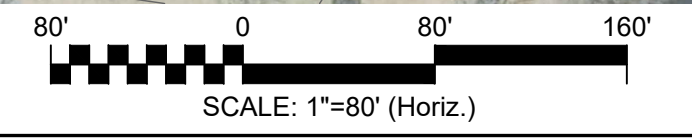


POTENTIAL BUILDING ELEVATION

NOTE: ALL PROPERTY OUTSIDE OF INDIVIDUAL LOTS SHALL BE COS AND MAINTAINED BY THE HOA



Know what's below.
Call before you dig.



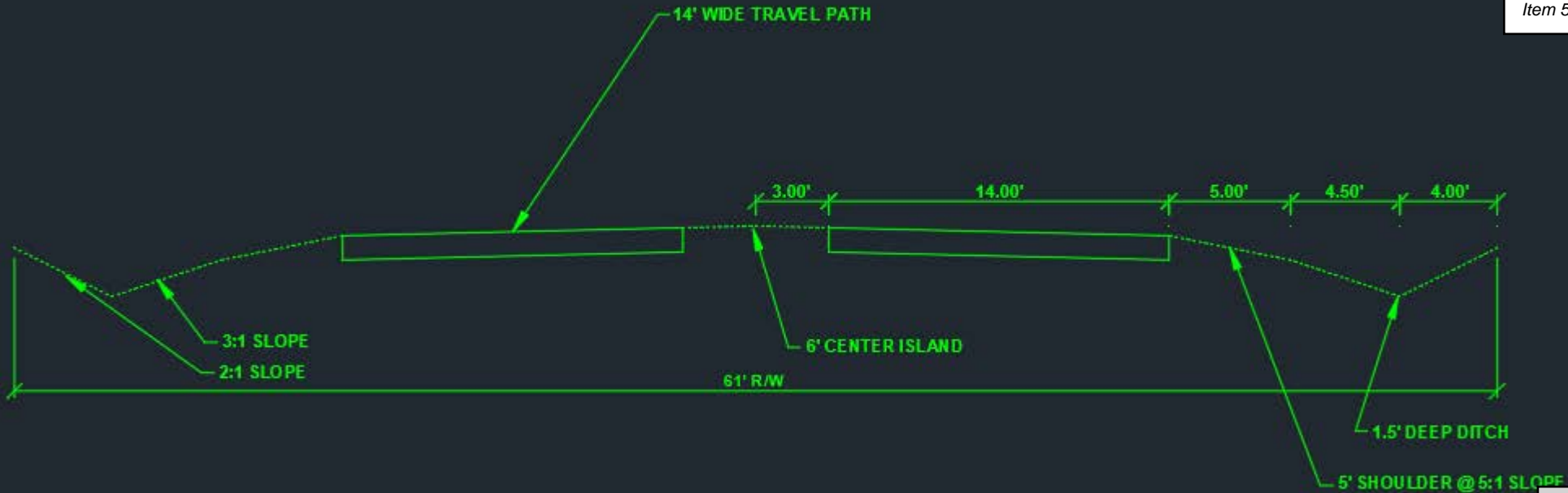
REV. NO.	DATE	DESCRIPTION

DATE: APRIL 2024
LC3 PROJ. #: DSG-0028

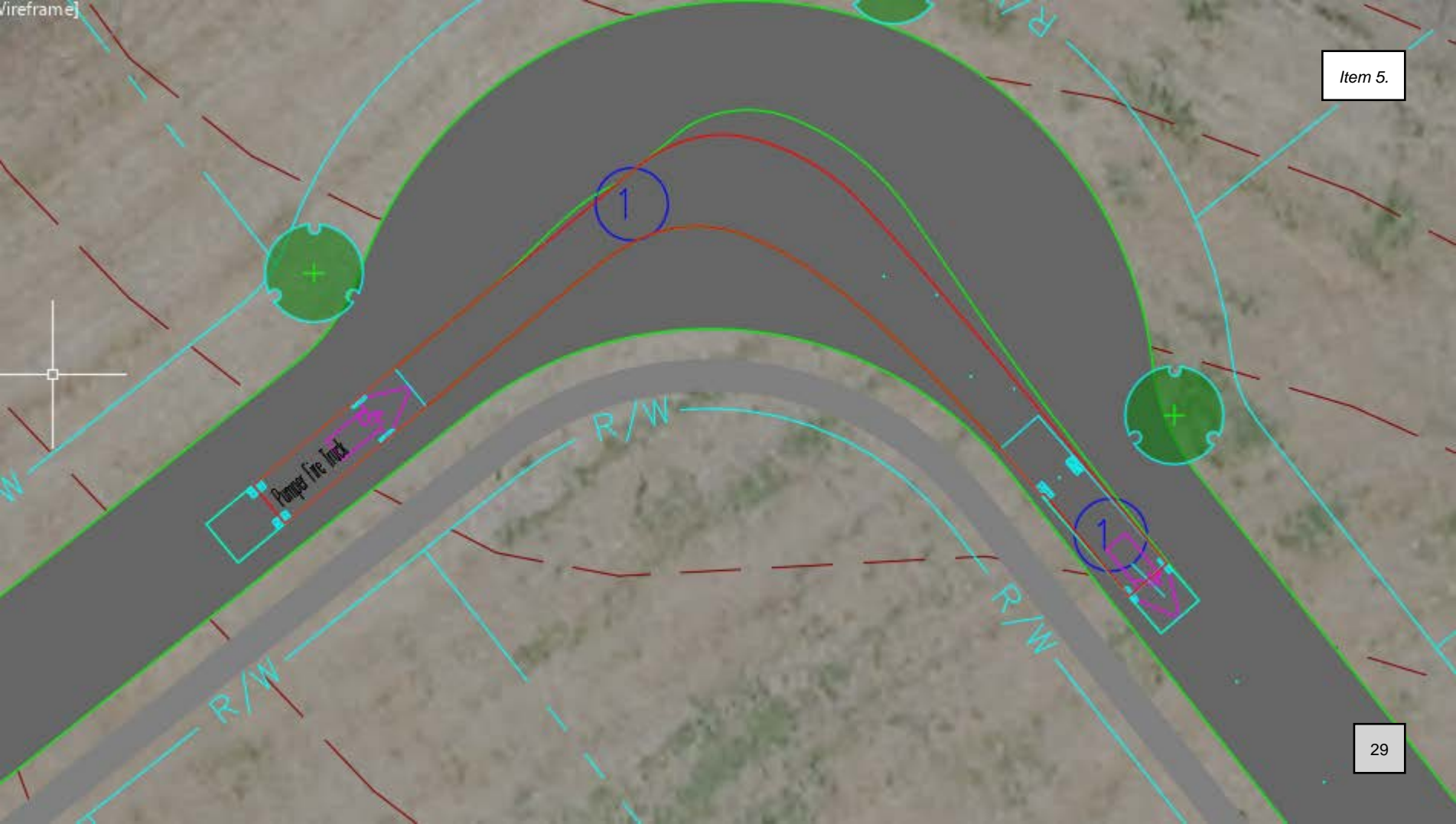
SCALE:
HORIZONTAL: 1"=80'
VERTICAL: N/A

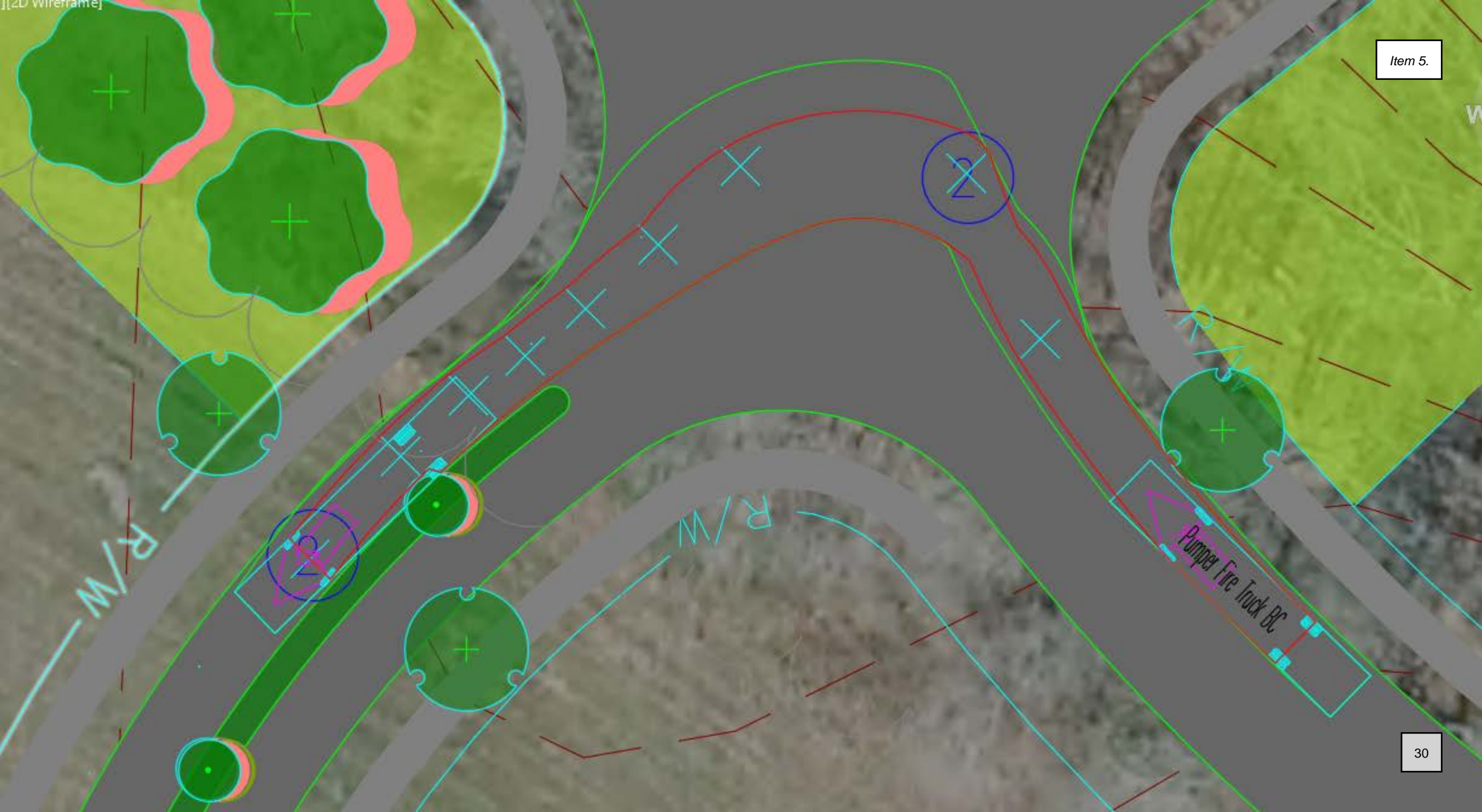
RZ.5
DRAWING NUMBER
X REVISION

NOT FOR CONSTRUCTION



Item 5.





Item 5.

Pumper Fire Truck BC

R/W

R/W

PLAN CONSISTENCY & STATEMENT OF REASONABLENESS
ZONING MAP AMENDMENT
September 9th, 2024

Pursuant to N.C. Gen. Stat. §160D-605 the City of Bessemer City Council hereby approves and adopts the following Plan Consistency and Statement of Reasonableness for the rezoning of the Tax Parcels included with development application CD 02-2024 within the City limits and Extra Territorial Jurisdiction of Bessemer City, North Carolina as noted and depicted on the proposed Official Zoning Map.

- 1) Said zoning change is **consistent** with the goals and values established by the City Council adopted in 2023.
 - a. The City Council created a mission and vision statement that included the following six values: 1. Accountability, 2. Ethics, 3. Community Dependability, 4. Honesty, 5. Respect, 6. Open-Mindedness. These rezoning's are consistent with these values.
 - b. The City Council created a mission and vision statement that included the following five goals: 1. Promote a desirable place to live and work that provides a healthy quality of life, 2. Ensure a safe and secure community for residents and visitors, 3. Invest in a high quality infrastructure to support a thriving and diverse economy, 4. Provide opportunities for citizen engagement and promote volunteerism, 5. Foster organizational sustainability that embraces innovation and creativity. These rezoning's are consistent with these goals.

- 2) Said rezoning is **consistent** with the City of Bessemer City 2020 Vision Plan and the City of Bessemer City Planning and Economic Development Comprehensive Land Use Vision Map adopted by the City Council in 2019. The proposed rezoning's are:
 - a. Consistent with the existing adjacent land uses as designated on the official land use map.

- 3) The proposed map amendments **would not be detrimental** to the city and ETJ.
 - a. The physical conditions that make the rezoning's reasonable are:
 - Provides Residential and Economic Development growth opportunities with new development in areas that are currently zoned to accommodate the applicable use.
 - b. Rezoning is in the best interest of the public to increase and maximize property values to provide for future infrastructure and amenities.

Therefore, the requested rezoning's are **reasonable** and **in the public interest**.

Upon a motion that the application is **consistent** with the Bessemer City Planning and Economic Development Comprehensive Land Use Vision.

Read, approved and adopted this the 8th day of July, 2024.

ATTEST

CITY COUNCIL FOR THE
CITY OF BESSEMER CITY

Hydeia Hayes, City Clerk

BY _____
Becky S. Smith, Mayor

APPROVED AS TO FORM

David Smith, City Attorney



PLANNING BOARD/BOARD OF ADJUSTMENT
REQUEST FOR ACTION

AGENDA ITEM NO.: 3.b MEETING DATE:8-5-2024

DESCRIPTION: Rezoning of Parcels #1516400, 151644, 151645 from Neighborhood Residential & Rural to Conditional District for single-family residential development.

BACKGROUND INFORMATION: See Informational Packet.

STAFF RECOMMENDATION:

Approve development as submitted.

BOARD ACTION TAKEN:



PROCLAMATION
SEPTEMBER 11TH DAY OF SERVICE & REMEMBRANCE

WHEREAS, on September 11, 2001, terrorists attacked the United States leading to the tragic death of thousands of innocent United States citizens and other citizens from 90 different countries and territories; and

WHEREAS, in response to the attacks in New York City, Washington D.C. and Shanksville, Pennsylvania, firefighters, police officers, emergency medical technicians, physicians, nurses, military personnel, and other first responders immediately and without concern for their own well-being rose to service, in a heroic attempt to protect the lives of those still at risk, consequently saving thousands of men and women; and

WHEREAS, in the days, weeks and months following the attacks, thousands of people in the United States and other nations spontaneously volunteered to help support the rescue and recovery efforts, braving both physical and emotional hardship; and

WHEREAS, hundreds of thousands of brave men and women continue to serve every day, having answered the call to duty as members of our nation's armed forces with thousands having given their lives, or been injured to defend our nation's security and prevent future terrorist attacks; and

WHEREAS, since September 11, 2001, more than 15,000 North Carolina National Guardsmen from Manteo to Murphy have mobilized-and deployed across the globe, leaving family, employers and friends; and

WHEREAS, North Carolina has been called the most military friendly state in the nation, and its citizens continue to support our brave men and women in uniform and the veterans that came before them; and

WHEREAS, the entire nation witnessed and shared in the tragedy of 9/11 and in the immediate aftermath of the September 11 attacks became unified under a remarkable spirit of service and compassion that inspired and helped heal the nation; and

WHEREAS, in the years immediately following the September 11, 2001 attacks, the U.S. Bureau of Labor Statistics documented a marked increase in volunteerism among citizens in the United States; and

WHEREAS, families of 9/11 victims, survivors, first responders, rescue and recovery workers, and volunteers called for Congress to pass legislation to formally authorize the establishment of September 11 as an annually recognized "National Day of Service Remembrance", and for the President of the United States to proclaim the day as such;

NOW, THEREFORE, I, Mayor Becky S. Smith and the City Council do hereby proclaim September 11th, 2024 as a "Day of Service and Remembrance" and urge all citizens to commit to community service on this day and an ongoing basis.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Bessemer City to be affixed on this 12th day of August 2024.

 Becky S. Smith, Mayor

 Hydeia Y. Hayes, City Clerk



RESOLUTION ACCEPTING NC DEPARTMENT OF ENVIRONMENTAL QUALITY LASII PLANNING GRANT FUNDS

WHEREAS, the City of Bessemer City has received a LASII Planning Grant from the 2023 Appropriations Act, Session Law 2023-134, administered through the Drinking Water Reserve and Wastewater Reserve to assist eligible units of government with meeting their water/wastewater infrastructure needs; and

WHEREAS, the North Carolina Department of Environmental Quality has offered 2023 Appropriations Act funding in the amount of \$340,000 to perform work detailed in the submitted application; and

WHEREAS, the City of Bessemer City intends to perform said project in accordance with the agreed scope of work;

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

That the City of Bessemer City does hereby accept the 2023 Appropriations Act LASII Planning Grant offer of \$340,000.

That the City of Bessemer City does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That City Manager Josh Ross, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 12th day of August 2024

Becky S. Smith, Mayor

Attest:

Hydeia Y. Hayes, City Clerk



NORTH CAROLINA
Environmental Quality

Item 8.

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

SHADI ESKAF
Director

July 1, 2024

Mr. Joshua Ross, City Manager
City of Bessemer City
132 West Virginia Avenue
Bessemer City, North Carolina 28016

SUBJECT: Preliminary Project-Scope Approval &
Transmittal of Offer-and-Acceptance Funding
Award
LASII Planning Grant
Stormwater Master Planning
Project No.: SRP-SW-0003

Dear Mr. Ross:

The Division of Water Infrastructure (**Division**) has reviewed the recently submitted preliminary project scope information, and we have no objections concerning the document(s) provided. Therefore, we are pleased to inform you the preliminary scoping document is approved herein.

The City of Bessemer City has been approved for funding assistance according to the subject funding offer. This offer is made subject to the Assurances and Conditions set forth in the Offer and Acceptance Document. Enclosed are two (2) copies of an offer-and-acceptance document, extending funding in the amount of \$340,000. Funds will not be disbursed unless this offer is accepted.

The Local Assistance for Stormwater Infrastructure Investments (LASII) funding program, established by SL 2021-180, will cover one hundred percent (100%) of eligible stormwater study, design, or plan costs up to the awarded grant amount from the S.L. 2023-134 appropriation.

Upon your acceptance, please submit the following items via email at DEQ.DWI.FundingOffer@deq.nc.gov:

1. One (1) copy of the original Offer and Acceptance Document executed by the Authorized Representative for the project, along with the Conditions and Assurances. **Retain the other copy for your files.**



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

2. A resolution adopted by the governing body accepting the funding offer and acknowledging the applicable Conditions and Assurances contained therein. (Sample copy attached)
3. Sales Tax Certification (attached).

Disbursement requests are to be submitted via Laserfiche at the following link: <https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form>. A reference copy of the Disbursement Request Form (also found on the DWI website) has been enclosed for your convenience. To obtain payment, you must document the expenditures for which the payment is requested.

Regarding disbursements, please note that final disbursement will be made only after receiving an executive summary documenting the completion and findings of the study including next steps, as approved herein.

As a reminder, a memorandum requesting your federal identification number was included with the Letter of Intent to Fund. You must complete and submit this form no later than the time when you choose to submit your first request for disbursement.

On behalf of the Department of Environmental Quality, I am pleased to make this funding offer. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Karin Britt by telephone at 919.707.3889 or by email at karin.britt@deq.nc.gov.

Sincerely,

DocuSigned by:



6300A872077B4C5...

Shadi Eskaf, Director

Division of Water Infrastructure, NCDEQ

Enclosures: Offer and Acceptance Document (two copies)
Resolution to Accept Funding Offer (suggested format)
Sales-Tax Certification Form
Disbursement Request Form

CC: Joshua Ross, City Manager, jross@bessemercity.com
Jared Wright, P.E., McGill Associates, P.A., jared.wright@mcgillassociates.com
Antonio Evans, DWI (DWI, via e-mail)
Mark Hubbard, P.E., (DWI, via DocuSign)
Jason Robinson P.E. (DWI, via DocuSign)
Karin Britt (DWI, via DocuSign)
Teresa Tripp, (DWI, via DocuSign)
DWI Administrative Unit (DWI, via DocuSign)
DEQ.DWI.FundingOffer@deq.nc.gov, (via e-mail)
Project Agreement #: 2000074986 (COM_LOX)



**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance – Stormwater Planning Grant

Legal Name and Address of Award Recipient (i.e., Applicant): Mr. Joshua Ross, City Manager
City of Bessemer City
132 West Virginia Avenue
Bessemer City, North Carolina 28016

Project Number: SRP-SW-0003
UEID#: J9DWLALP6NB3

Funding Program:

	<input type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Drinking Water	<input type="checkbox"/>			
Stormwater	<input checked="" type="checkbox"/>			
Wastewater	<input type="checkbox"/>			
Local Assistance for Stormwater Infrastructure Investments (LASII) Grant	<input checked="" type="checkbox"/>	--	--	\$340,000

Project Description:

Stormwater Master Planning

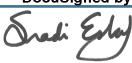
Total Financial Assistance Offer: **\$340,000**
Total Project Cost: **\$340,000**

Pursuant to North Carolina Session Law 2021-180:

- The Applicant is eligible under Federal and State law;
- The Project is eligible under Federal and State law; and
- The Project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure**
North Carolina Department of Environmental Quality

DocuSigned by:

8300A872077B4C5...
Signature

7/5/2024
Date

On Behalf of: **City of Bessemer City**
Name of Representative in Resolution: _____
Title (Type or Print): _____

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature

Date

STANDARD CONDITIONS AND ASSURANCES FOR LASII GRANTS

1. The Recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
1. All projects must comply with North Carolina General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying Services. Any services provided that were not selected in compliance with state requirements will be ineligible for disbursement.
2. The Recipient is responsible for paying for ineligible project costs as determined by the Division.
3. The Recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records must be maintained during the construction of the project and these records must be retained and made available for a period of at least three (3) years following completion of the project.
4. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient’s compliance with the conditions and assurances of this grant. Requests for disbursement must be made using the Division’s disbursement form.
5. All funds provided pursuant to North Carolina General Statute 159G must be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34, as amended. **The Recipient must expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the Recipient is expected to uphold its contract obligations regarding timely payment.
6. The Recipient must provide an executive level summary final report of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
7. The Recipient must provide approved minutes or a resolution confirming the final report has been presented to the recipient’s governing board.
8. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Condition and Assurance Nos. 8 and 9. After receipt of this documentation, the final disbursement request will be processed.

Acknowledgement of Standard Conditions and Assurances

The Recipient hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Recipient in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Recipient in support of its request for financial assistance will be fulfilled.

<p>..... Signature</p>	<p>..... Date</p>
----------------------------	-----------------------

(Suggested Format)

RESOLUTION BY GOVERNING BODY OF RECIPIENT

WHEREAS, the (unit of Government) has received a LASII Planning Grant from the 2023 Appropriations Act, Session Law 2023-134, administered through the Drinking Water Reserve and Wastewater Reserve to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered 2023 Appropriations Act funding in the amount of \$_____to perform work detailed in the submitted application, and

WHEREAS, the (unit of Government) intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE (GOVERNING BODY) OF THE (UNIT OF GOVERNMENT):

That (unit of Government) does hereby accept the 2023 Appropriations Act LASII Planning Grant offer of \$_____.

That the (unit of Government) does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That (name and title of authorized representative), and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the (date adopted) at (place), North Carolina.

(Signature of Chief Executive Officer)

Date

SALES-TAX REIMBURSEMENT CERTIFICATION FORM
(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Applicant: _____

Project Number: _____

Check If Applicant is not a unit of government under North Carolina law

If Applicant noted above is a Unit of Government in North Carolina, check the applicable box below.

Sales Tax **IS** deducted in this scenario. Please show this on the disbursement requests.

The construction contract was bid with sales taxes and the unit of government will request reimbursement from the DOR.

Sales Tax **IS NOT** deducted in either of these scenarios.

The construction contract was bid with sales taxes and the unit of government will not request reimbursement from the DOR.

The construction contract was bid without sales taxes

(Printed Name and Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

DISBURSEMENT REQUEST FORM **NC Division of Water Infrastructure**

Funding Recipient: _____
 DWI Project No. _____

Payment No. _____ Page No. _____
 Period Covered From: _____ To: _____

<i>CONSTRUCTION</i> <small>(Rename as appropriate)</small>	Cumulative Cost to Date	Minus Ineligibles	Minus Overruns Not App'd By Change Order	Subtotal of Payable Cost	Minus Retainage on Payable Cost	Minus Cumulative Sales Tax	Other Adjustments (Other Funds e.g.)	Minus Previously Paid to Date	Requested For This Pay Request
Contract 1	\$1,200,000	(\$100,000)	(\$100,000)	\$1,000,000	(\$50,000)	(\$50,000)	(\$500,000)	(\$300,000)	\$100,000
Contract 2	\$505,000		(\$5,000)	\$500,000	(\$25,000)	(\$10,000)		(\$400,000)	\$65,000
Contract 3									
Contract 4									
Contract 5									
<i>ENGINEERING</i> <small>(Rename as appropriate)</small>	Cumulative Cost to Date						Other Adjustments (Other Funds e.g.)	Minus Previously Paid to Date	Requested For This Pay Request
Item 1	\$250,000							(\$250,000)	\$0
Item 2									
Item 3									
Item 4									
<i>OTHER COSTS</i> <small>(Rename as Appropriate)</small>	Cumulative Cost to Date						Other Adjustments (Other Funds e.g.)	Minus Previously Paid to Date	Requested For This Pay Request
Item 1									
Item 2									
Item 3									
<i>PAY REQUEST TOTALS</i>	Cumulative Cost to Date	Minus Ineligibles	Minus Overruns Not App'd By Change Order		Minus Retainage on Payable Cost	Minus Cumulative Sales Tax	Other Adjustments (Other Funds e.g.)	Minus Previously Paid to Date	Total Requested For This Pay Request
	\$1,955,000	(\$100,000)	(\$105,000)		(\$75,000)	(\$60,000)	(\$500,000)	(\$950,000)	\$165,000

Certification
 - I certify that to the best of my knowledge and belief the incurred costs being requested for disbursement are in accordance with terms of the project and that this request represents the monies due which have not been previously received and that an inspection has been performed and all work is in accordance with the terms and conditions of the award. %
 - For applicable SRF projects, the project remains in compliance with Davis-Bacon and American Iron and Steel conditions or is the process of remediating noncompliance.

You must check ONE of the boxes below or your payment will not be processed:
 The funds requested above have already been paid to the respective vendors, consultants & contractors by the funding recipient
OR
 The funds requested above have not been paid to the respective vendors, consultants & contractors.
 Funds received from the State will be disbursed to these entities within three (3) banking days.

 Type or Print Name and Title Signature of Authorized Representative Date

DWI comments

- Instructions and notes on how to use this form**
- Complete guidance for preparing disbursement requests can be found in section G.2. of the North Carolina SRF Program Overview and Guidance that was included with your Funding offer (applicable to State grants and loans too).
 - **The form, as downloaded, is filled out with sample numbers. It is suggested that the sample be used as a reference (saved or printed).**
 - Please submit ONE COPY of this form and backup documents when requesting funds.
 - Only the Authorized Representative can sign this form, unless declared otherwise in a resolution.
 - Construction contract line item overruns and engineering contract overruns must have approved change orders or engineering amendments before those costs will be paid.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Bessemer City (“Owner”)

and

Harvin Engineering, PLLC (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Lead and Copper Service Inventory (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Providing technical services which include review of historical records, setup of inventory, utility location coordination, field services (potholing of water services – approximately 3,250 potholes), data entry and data coordination, preparation of final report (submittal of inventory and preparation of opinion of cost for replacement of water services, and customer notification assistance during project (“Services”).

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: **Submittal of initial inventory by October 16, 2024; Remaining field verification, inventory update, and customer notification will extend past this date as budget and State requirements allow.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0%

per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
1. **A Lump Sum amount of \$25,000 for Historical Records Review/Inventory Setup.**
 2. **A Lump Sum amount of \$15,000 for Utility Location Coordination.**
 3. **A Lump Sum amount of \$655,000 for Potholing of Water Services (including approximately 3,250 potholes (\$200/pothole)).**
 4. **A Lump Sum amount of \$15,000 for Data Entry/Data Coordination.**
 5. **A Lump Sum amount of \$30,000 for Final Report (Inventory Submittal & Opinion of Cost for Replacement of Service Lines).**
 6. **A Lump Sum amount of \$20,000 for Customer Notification Assistance.**
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 2. Engineer's Standard Hourly Rates are attached as Appendix 2.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 2.

2.04 *Fee Summary*

Description	Payment	Fee
Historical Records Review/Inventory Setup	Lump Sum	\$25,000
Utility Location Coordination	Lump Sum	\$15,000
Potholing of Water Services	Lump Sum	\$655,000
Data Entry/Data Coordination	Lump Sum	\$15,000
Final Report	Lump Sum	\$30,000
Customer Notification Assistance	Lump Sum	\$20,000
Total Project Fee:		\$760,000

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the

same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing 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, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C.

§§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:*

Appendix 1 – Design Services, Construction Contract Administration, Construction Observation, Additional Services and Services Provided by the Owner

Appendix 2 - Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
City of Bessemer City

Engineer:
Harvin Engineering, PLLC

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: C. Slade Harvin
Print name: A. Slade Harvin
Title: Owner
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):
P-2999
State of: North Carolina

Address for Owner's receipt of notices:
132 W. Virginia Avenue
Bessemer City, North Carolina 28016

Address for Engineer's receipt of notices:
4971 Old River Drive
Hickory, North Carolina 28602

PRE-AUDITED STATEMENT

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

Print Name: _____

Title: Finance Officer

By (Signature): _____

Date Signed: _____

APPENDIX 1
TO THE
ENGINEERING SERVICES AGREEMENT
BETWEEN
THE CITY OF BESSEMER CITY
AND
HARVIN ENGINEERING, PLLC
FOR
SCOPE OF SERVICE
TO
LEAD AND COPPER SERVICE INVENTORY

The following Attachment shall become a part of the Contract Agreement.

PROJECT DESCRIPTION

The project includes the following proposed technical services related to the Lead and Copper Service Inventory requirements, which include: Historical Records Review/Inventory Setup, Utility Location Coordination, Potholing of Water Services (to allow for visual verification of the City's water service lines to allow compliance with State and Environmental Protection (EPA) requirements as of July 23, 2024), Data Entry/Data Coordination, Final Report Preparation, and Customer Notification Assistance. The initial inventory is to be submitted by October 16, 2024, with any remaining potholing work and inventory updates to be performed following this date within State and funding agency deadlines.

HISTORICAL RECORDS REVIEW

- (1) Hold an initial meeting with Owner to verify project scope and division of work between Owner and Engineer.
- (2) Develop a listing of possible types of historical records that might be available from the City. Also prepare and provide the City with the list of requested items for review. These records should include, but not limited to items such as maintenance reports, base mapping, construction record drawings, building permits, construction standards, GIS information, etc. Any records that may be already on file, will be noted on the list to avoid any duplication and/or confusion.

- (3) Obtain and review other historical records, as available, which may include tax records, tap cards, and plumbing codes within the City.
- (4) Once data collection has occurred, review historical records and information to identify the approximate age of water system and water service lines within the City.
- (5) If needed, prepare a map showing the approximate age of water system of the City.
- (6) Determine, to the extent possible, the areas within the water system with water mains and/or water services installed prior to 1987. It is accepted that lead service lines were not installed after 1987, as acknowledged by State and Federal sources.
- (7) Coordinate all efforts with City staff.
- (8) Up to four (4) meetings, including the kick-off meeting, are included.

UTILITY LOCATION COORDINATION

- (9) Obtain any visual inspection records from the City staff that might have occurred at meter boxes, service lines, water lines, routine inspections, repair tickets, etc.
- (10) Coordinate with Owner for location and schedule of intended potholing work.
- (11) Develop plan for conducting excavations (through a sub-consultant) in manner recommended by the State – Public Water Supply Section (PWSS). The guidance suggests that 2-3 excavations per service line be performed. This scope provides 1-2 potholes at each service line, based upon existing information currently available by the City, so that information is known on both the public and private sides of the water service line.
- (12) Following approval of locations and schedule with Owner, call/submit notification to 811 for locations of proposed excavations. Actual utility location services, except for potholing work, is not included within the scope of the project.
- (13) Provide coordination to help work associated with 811 locating services within project area and to assist with scheduling/coordination with sub-consultant performing the potholing.

POTHOLING OF WATER SERVICES

- (14) Conduct visual verification of water services (potholing) in order to identify material of water service lines with up to 3,250 potholes (based upon \$200/pothole). Potholes are to be performed within grass, mulch, or soft soil areas. Scope does not include potholing in areas that are covered by pavement, concrete, or other hard or compacted surfaces.
- (15) Enter data collected from potholing into database (e.g. Excel spreadsheet). Data shall include up to five (5) photographs of each meter site, which provides images of site conditions prior to and following potholing excavations, and also images of the excavated service line.

DATA ENTRY/DATA COORDINATION

- (16) Data entry from City data and data collected from potholing work to be entered and updated on State required template.
- (17) Provide coordination and assembly of digital data, which includes historical data and field collected data, to be provided to the City at the end of the project.
- (18) Provide updates of data and entering data to inventory document between initial inventory submittal and final inventory submittal.

FINAL REPORT

- (19) Submit initial inventory to the State, using the State's required template and submit inventory through the State's required submittal portal.
- (20) Provide completed inventory to City for review and approval. Make revisions as necessary. Provide inventory to the City (.xls format).
- (21) Provide an Opinion of Probable Cost for any services that are identified as needing replacement, either based upon the State and EPA guidelines and/or identified conditions that would also warrant recommendations for replacement.

- (22) Provide a technical memorandum that summarizes the inventory process, findings, and recommendations, which may include recommendations for removing lead and galvanized service lines within the City's water distribution system, if any are identified. The technical memorandum will also include the Opinion of Probable Cost, which was noted previously.

CUSTOMER NOTIFICATION ASSISTANCE

- (23) Assist City with providing addresses for notifications in accordance with PWSS requirements. Notification must be performed within 30 days from submittal of initial inventory.
- (24) Assist the City staff with helping draft notification material and work with City staff and City Attorney to finalize notification materials.
- (25) City staff will perform the notifications.
- (26) Assist City staff with setting up records for tracking notifications during the inventory project.

ADDITIONAL SERVICES

In addition to the foregoing services being performed, the following services may be provided upon prior written authorization of the Owner.

- (27) Conduct research and surveys and prepare necessary plats and maps for the determination of property Ownership and identification of sites and easements to be acquired for the construction of the project.
- (28) Provide Levels "A" and "B" Subsurface Utility Engineering (SUE) services through the project corridor or critical areas within the corridor. Level "A" shall be paid by each excavation performed and Level "B" shall be paid by the linear foot surveyed. All Level "C" SUE services are provided as part of the Basic Services of the contract above, if required.
- (29) Prepare downstream sewer analysis, if required by Division of Water Quality, to support permit application to construct.
- (30) Prepare CAMA permit.
- (31) Prepare USACE Individual Permit.
- (32) Prepare Storm Water Management plan.

- (33) Prepare redesigns for the Owner after Final Plans and Specifications have been accepted by the Owner.
- (34) Appear before courts or boards on matters of litigation or hearings related to the project.
- (35) Design other additional utilities improvements not included in the original scope of services.
- (36) Conduct additional work or extended services during construction due to the fault of the Contractor or due to the overrun in time for construction.
- (37) Conduct as-built survey of newly constructed facilities. Prepare record drawings based on survey and construction records provided by the Contractor.
- (38) Grant/Loan administration.
- (39) Provide Construction Staking services for the Contractor.
- (40) Geotechnical Services.

SERVICES PROVIDED BY THE OWNER

- (41) Designate a person to act as the Owner's representative with respect to the work to be performed under the agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the Owner policies.
- (42) Provide such legal accounting and insurance counseling services as may be required for the project and such auditing services as the Owner may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract.
- (43) Pay all permit and application fees required for the project approval and construction.
- (44) Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.
- (45) Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.
- (46) Examine all sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtaining advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate for such examination.

- (47) Provide frequent observation of the project to apprise the Engineer of specific matters relating to the project that would foster good relations among all parties involved as well as to allow work to progress in an orderly manner.
- (48) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.
- (49) Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the project which would not otherwise have been delivered to the Engineer.
- (50) Bear all cost of incidentals for the compliance with the requirements of this article and the foregoing article entitled "Additional services".
- (51) Provide E-verify affidavit document for Engineer's execution.

<http://www.ncim.org/SiteCollectionDocuments/E-Verify%20FAQs%20-%20Sept2013.pdf>

This is **Appendix 2, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Engineer's Standard Hourly Rates

Wage Category	Hourly Billing Rate
Engineer IV	\$230
Designer III	\$135
Construction Administrator III	\$222
Construction Observer/Resident Project Representative	\$122
Project Assistant	\$94

Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other at cost plus 10%.

Standard Hourly Billing Rates are subject to periodic review and adjustment.



**BUDGET AMENDMENT: Fiscal Year 2024-2025
August 12, 2024**

BE IT ORDAINED by the governing body of the City of Bessemer City that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2025.

Section 1. To amend the General Fund, the appropriations are to be changed as follows:

General Fund- Expenditure

Dept Number	Description	Increase	Decrease	Debit	Credit
100-10-4340-212	Fire Department Turnout Gear	25,022.01			
TOTAL		25,022.01			

This will result in a net increase in appropriations of \$25,022.01 in the General Fund.
To provide for the increase, the following General Fund Revenue Account(s) will be increased.

General Fund- Revenue

Dept Number	Description	Increase	Decrease	Debit	Credit
100-00-3434-360	Grant- Fire Department	\$ 25,022.01			
TOTAL		\$ 25,022.01			

Section 2. Copies of this budget amendment shall be furnished to the Clerk, Governing Board, Budget Officer and Finance Officer.

Adopted by Council, this _____ day of _____ 2024.

Becky S. Smith, Mayor

Attest:

Hydeia Y. Hayes, Clerk



**BUDGET AMENDMENT: Fiscal Year 2024-2025
August 12, 2024**

BE IT ORDAINED by the governing body of the City of Bessemer City that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2025.

Section 1. To amend the Water/Wastewater Fund, the appropriations are to be changed as follows:

General Fund- Expenditure

Dept Number	Description	Increase	Decrease	Debit	Credit
610-91-7150-500	Capital Outlay	14,000.00			
TOTAL		14,000.00			

This will result in a net increase in appropriations of \$14,000 in the Water/Wastewater Fund. To provide for the increase, the following Water/Wastewater Fund Revenue Account(s) will be increased.

General Fund- Revenue

Dept Number	Description	Increase	Decrease	Debit	Credit
610-91-3713-520	Water Tap Fees	\$ 7,000.00			
610-91-3714-520	Sewer Tap Fees	\$ 7,000.00			
TOTAL		\$ 14,000.00			

Section 2. Copies of this budget amendment shall be furnished to the Clerk, Governing Board, Budget Officer and Finance Officer.

Adopted by Council, this _____ day of _____ 2024.

Becky S. Smith, Mayor

Attest:

Hydeia Y. Hayes, Clerk