

Town of Forest City

Request for Qualifications: Florence Mill Redevelopment

Issue Date
July 8, 2024

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Town of Forest City

Request for Qualifications: Florence Mill Redevelopment

Part 1: Purpose and Definitions

RFQ Purpose

This Request for Qualifications (“RFQ”) is to solicit Statements of Qualifications from highly qualified real estate development firms with successful experience rehabilitating historic mills and collaborating with public entities to rehabilitate the landmark *Florence Mill* for commercial purposes. A primary project goal is to leverage the Town of Forest City’s prior public investments in the Florence Mill complex to develop a mixed-use private project that contributes to the vitality and economic sustainability of downtown Forest City.

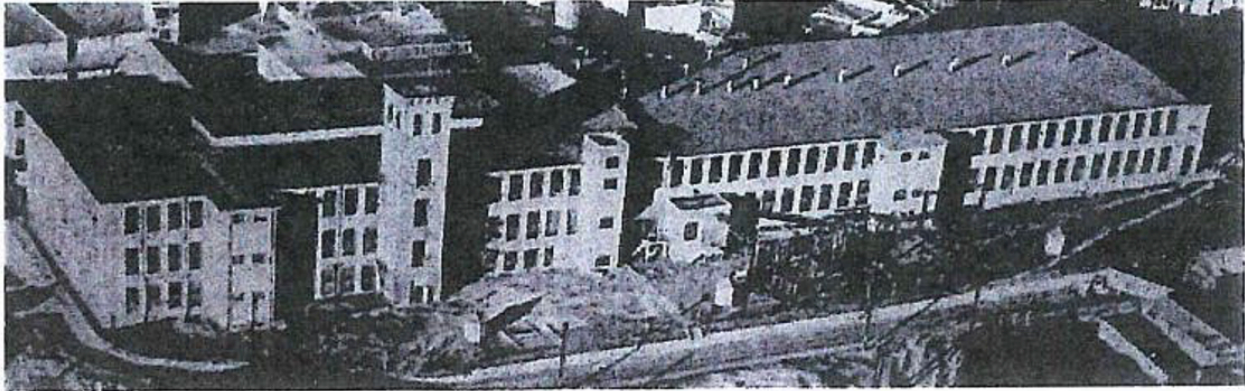
Definitions

Town	Town of Forest City
Project	The rehabilitation of the historic Florence Mill building in downtown Forest City, North Carolina, for commercial mixed-use purposes.
Property	The Florence Mill Building and the real property generally shown in Exhibit A .
Respondent	Each Development Firm responding to this RFQ by submitting an SOQ complying with the stated requirements.
Development Firm	The development firm that may be selected by the Town through this solicitation that will be responsible for delivering the Project.
Specialists	Consultants, contractors, and specialists on the Development Team.
Development Team	The Development Firm and Specialists who will deliver the Project.
Agreement	The agreement(s) to be entered between the Town and the Development Firm to deliver the Project.
RFQ	This Request for Qualifications.
SOQ	A Statement of Qualifications submitted by a Respondent responding to this RFQ.

Town of Forest City

Request for Qualifications: Florence Mill Redevelopment

Part 2: Background



Property Description

The Florence Mill building sits on a 2.542-acre parcel of land adjacent to downtown Forest City, North Carolina. The Property is near the Main Street commercial core of Forest City in the center of the historic district. The Florence Mill building, built in 1896, contains approximately 113,249 SF on two and a half floors. The all-brick structure was constructed on the original Forest City Cotton Mills site, which operated from 1890 to 1895 and was razed to make way for the current mill building. The new mill was named *Florence* after the builder's daughter, Raleigh Rutherford Haynes, a prominent mill owner in North Carolina at the time.

Proximity Mills, which eventually became the Cone Mills Corporation, bought Florence Mill in the 1940s and operated it until it closed in December 2001. The Town of Forest City purchased the Florence Mill complex in August 2004 as part of the Town's downtown redevelopment program. The original complex consisted of multiple buildings and a mill village dating from 1896 through the early 1940s. The two-and-a-half-story Florence Mill building is all that remains of the original mill complex.

The building's windows are arched, typical in industrial buildings of the period, and filled in with brick. Decorative brick corbelling is still intact at the cornice. The original boiler and engine house remain at the rear of the building. The original 125-foot-tall brick smokestack is adjacent to the boiler house. Modern additions along the front and rear facades of the building were built in the 1970s and 1980s to house mechanical systems. The original walls of the mill are intact behind the additions, which could be removed to expose the building's original façade. The mill's interior is intact, with the original open space running east to west, including maple floors, plankboard ceilings, and an exposed system of massive posts and beams. The Town previously stabilized the mill building's roof, contributing to the good interior condition, floors, and other components.

The loading bays and dock on the north side of the building open to the Town's adjoining amphitheater, *Pavilion on Park Square*. The south side of the building faces the 13-mile Thermal Belt Rail Trail and the site of a planned Farmer's Market along the Trail.

Project Vision

The Town's objectives for the rehabilitation of Florence Mill are:

1. Respect the history of Florence Mill and those who worked there.
2. Integrate a rehabilitated Florence Mill with adjacent public uses and protect the former Florence Mill site's community character.
3. Leverage private investment in Florence Mill to contribute to the redevelopment, activation, and revitalization of downtown Forest City with live, work, and play amenities.
4. Foster economic development for the Town and redevelopment opportunities in adjacent neighborhoods.
5. Leverage the value of the Town's amphitheater, Thermal Belt Rail Trail, water park and dog park, and Farmer's Market adjoining Florence Mill to benefit the Town's citizens and visitors.

In addition, the Town seeks to:

1. Minimize risk to the Town in the rehabilitation, ownership, and operation of Florence Mill.
2. Avail the Project of available tax credits and economic incentives to maximize rehabilitation opportunities for the Project.

Targeted Uses

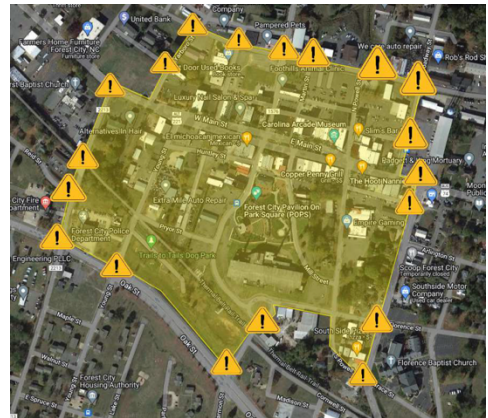
The Town envisions retail and residential uses for a rehabilitated Florence Mill. The adaptive reuse of the historic structure presents a unique opportunity to blend the charm of its rich historical legacy with modern amenities. Introducing retail spaces within the mill could attract diverse businesses, fostering a nascent commercial environment that draws residents and visitors to the downtown area. This retail activity could complement and support the existing public amenities, including the adjacent amphitheater, Thermal Belt Rail Trail, water park, dog park, and Farmer's Market, creating a cohesive and lively community hub.

Residential development within the Florence Mill will bring new life to the downtown area, promoting a live, work, and play environment that enhances the town's economic vitality and sense of community. The mill's spacious interiors and architectural features provide an ideal canvas for creating unique living spaces that showcase the building's historical character while offering modern comforts. New residential units will expand housing options in the Town, catering to various demographics, from young professionals to retirees.

By integrating retail and residential uses, the Florence Mill redevelopment will catalyze further investment in the neighborhood, driving the continued revitalization of downtown Forest City. This holistic approach supports the Town’s broader economic development objectives, community enrichment, and preservation of its historical heritage, ensuring the Florence Mill remains a cherished landmark for future generations.

The Burnt Chimney District

On September 8, 2021, North Carolina Session Law 2021-150 was ratified, allowing local governments to establish “Social Districts” within their jurisdictions. These Social Districts allow for common areas where licensed establishments (e.g., bars, breweries, restaurants) may sell alcoholic beverages in designated containers to be taken into the common area for consumption. The Town has established a Social District, designated *The Burnt Chimney District*. The Burnt Chimney District is jointly managed by the Town, Forest City Police Department, Forest City Public Works Department, Forest City Inspections, Forest City Downtown and Events, and Explore Forest City. The Florence Mill is located within the Burnt Chimney District.



Zoning

The Property is in the Town’s C-T Commercial Transition District (Unified Development Ordinance (UDO) 3.2.7). **Exhibit B** contains a Planning Board Memorandum summarizing the applicable provisions of the Town’s UDO applicable to the C-T District. **The Memorandum is provided for informational purposes only, and Respondents should refer to the Town’s most recently published UDO for a complete and accurate description of applicable zoning and land use regulations applicable to the Property.**

Parking

None of the Town’s existing parking lots outside the Property (as the Property is generally depicted on **Exhibit A**) may be used to satisfy the Project's parking requirements. Required parking for the Project will be located on the Property. The Town will support the Development Firm in identifying parking solutions for the Project.

Environmental

The Property is subject to the North Carolina Brownfields Agreement dated August 25, 2006, in **Exhibit C**. The Brownfields Agreement stipulates that the Florence Mill building may be used for office, retail, residential, storage, public gathering space, and parking areas, subject to certain conditions. The Property’s rehabilitation, ownership, and use must comply with the Brownfields Agreement.

Historic Building Requirements and Tax Credits

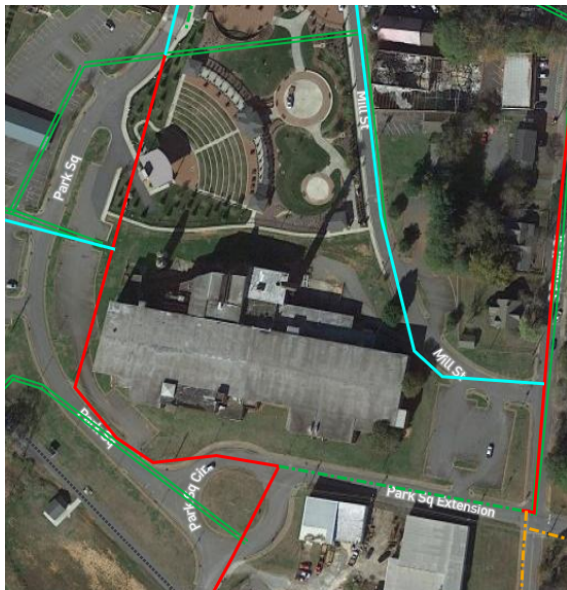
Florence Mill is listed on the National Register of Historic Places as part of the Forest City Main Street National Register District. The Property is subject to a preservation covenant. The rehabilitation of the Florence Mill building should comply with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and the State Historic Preservation Commission. **Exhibit D** contains the Town's ordinance designating the Florence Mill building as a local historic landmark. **Exhibit E** contains the registration for the National Register of Historic Places.

Several tax credits may be available in connection with the rehabilitation of the mill, including:

1. Federal Historic Rehabilitation Tax Credits;
2. State Historic Rehabilitation Tax Credits;
3. Brownfields Tax abatement; and
4. New Market Tax Credits (US Census tract No: 9608).

Utilities

The following diagram identifies known water and sewer infrastructure adjoining the Property:



Blue Line: 8" Ductile Iron Pipe Water Line
Red Line: 6" Ductile Iron Pipe Water Line
Double Green Line: 8" Sewer Line
Dashed Green Line: 4" Cast Iron Water Line

Town Investments

The Town and its partners have made over \$13 million in investments in the Florence Mill building and neighborhood over the past fifteen years:

Town Investments
Environmental mitigation and stabilization of the Florence Mill building.
Pavilion on Park Square (POPS) amphitheater, splash pads, concessions, and restrooms and parking (including demolition of prior structures on the Florence Mill site)
Thermal Belt Rail Trail (13 miles)
Dog park, trail heads, and fitness equipment
Planned Park Square Depot Farmer's Market

The Town will not contribute additional public funding to the delivery of the Project. The Development Firm will be required to fund and finance all costs for the delivery of the Project.

Town of Forest City

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Part 3: Ownership and Delivery

Ownership and Disposition of the Property

The Town owns the Florence Mill and much of the property formerly occupied by the Florence Mill complex. Because the Property is integral to the Town's adjoining property and facilities, the Town intends to ground lease the land parcel containing the Florence Mill to the Development Firm for up to 99 years.

The Town will negotiate an Agreement with its preferred Respondent to ground lease the Property and develop the Project. The negotiated Agreement and all development conditions will be presented to the Town Council (with notice and a public hearing) for consideration under North Carolina General Statutes § 160A-269. Upon approving and signing a definitive Agreement, the Town will have formally selected the preferred Respondent.

The Agreement will provide for a due diligence period and contain conditions precedent that must be satisfied by the Development Firm before the Town leases the Property to the Development Firm. It will also contain terms and conditions for the delivery of the Project and remedies for failure by the Development Firm to comply with the terms of the agreement.

The solicitation under this RFQ will remain open until the Town signs a definitive Agreement with the selected Development Firm. If the preceding condition is not met, the Town may, but is not required to, initiate negotiations with another Respondent to this RFQ without the need to republish this RFQ and solicit new SOQs.

Development Firm's Responsibilities

The selected Development Firm will be solely responsible for supervising and managing the horizontal and vertical planning, design, construction, rehabilitation, operation, management, and maintenance of the Project (including all site improvements, building and accessory structures, and parking) and delivering the Project in accordance with applicable laws, restrictions, covenants, and the terms and conditions of the Agreement.

The Development Firm will select, engage, and contract with all service providers and contractors to support the development of the Project, which will not be subject to public procurement or contracting requirements, except as may be required for any public funding the Development Firm secures (on its own) to deliver the Project.

Project Schedule

The Town expects the Development Firm to initiate and complete delivery of the Project in a diligent and timely manner, and the Development Firm will not be permitted to “land bank” the Property for future development.

Approvals

In addition to obtaining the Town’s approval of key Project documents (including a development program, project schedule, financial plan, and evidence of the Development Firm’s ability to obtain financing), the Development Firm will need to obtain typical regulatory approvals for the Project.

Other Key Terms

The following key terms will apply to the Project:

Key Terms

- The ground rent for the Property will be based on the fair market value of the Property.
 - The Property will be subject to typical restrictions and covenants ensuring the rehabilitation and use of the Property consistent with surrounding Town uses and facilities and applicable environmental and historic requirements.
 - The ground lessee of the Florence Mill site will become a permanent contributing member of the Forest City Downtown Merchant’s Association and Explore Forest City.
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Town of Forest City

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Part 4: Development Team Composition

Development Firm

The Development Firm will be expected to prepare its SOQ, respond to the requirements in this RFQ, and lead any subsequent interviews and workshops conducted concerning the Town's selection process.

The following are preferred parameters for the Development Firm:

Development Firm Preferred Parameters

- Strong track record working with local governments and other public entities.
- Meaningful work or presence in North Carolina or the Southeast.
- Experience with historic rehabilitation and reuse of historic mill buildings or other historic structures for mixed uses.
- Experience with the North Carolina Brownfields program.

Development Team

The Development Firm will be responsible for engaging, contracting with, coordinating, and managing the design firm, contractor, and other Specialists to deliver the Project. The Respondent is encouraged to identify in its SOQ the primary services necessary to deliver the Project. The Respondent is also encouraged, but not required, to identify the Specialists it plans to engage in delivering the Project. If the Respondent identifies a Specialist it plans to engage to deliver the Project, the Respondent will be expected to engage the Specialist to deliver the Project. To ensure the highest quality Development Team, the Town places no restrictions on Specialists partnering with more than one Respondent to respond to this RFQ.

All Specialists must hold all required licenses in North Carolina to perform the services needed to deliver the Project.

Encouragement of Historically Underutilized Businesses

In pursuing excellence and innovation in project delivery, the Town recognizes the value and importance of diversity in the composition of its Development Team, which can bring unique perspectives and approaches that enrich Project outcomes and stimulate entrepreneurship and small business development. While it is not a binding requirement, the Town encourages Respondents to consider the inclusion of Historically Underutilized Businesses (HUBs), Small Businesses (SBEs), Disadvantaged Business

Enterprises (DBE), Women-Owned Business Enterprises (WBE), and Minority-Owned Business Enterprises (MBE) on their Development Teams when feasible and beneficial. Notwithstanding the foregoing, the Respondent's ultimate choice of Development Team members must align with the Project's objectives and requirements.

Economic Development

By rehabilitating the Florence Mill, the Town seeks to contribute meaningfully to the economic health of the region and the state. Respondents should highlight their presence and contributions to the regional and state economies. In addition, Respondents should include their experience in developing projects that encourage investment and engage a wide range of consultants and professional service providers committed to the economic development of the regional and state economies. The ground lessee of the Florence Mill site is expected to become a permanent contributing member of the Forest City Downtown Merchant's Association and Explore Forest City.

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Part 5: SOQ Content and Qualifications

SOQ Content

Each Respondent must demonstrate through their SOQ that they can successfully deliver the Project based on their experience, expertise, and capabilities and the experience, expertise, and capabilities of the Development Team. The SOQ must contain the following:

1. Cover Letter

The Cover Letter should include:

Cover Letter

- Brief introduction.
- Statement of the firm's interest in the Project and reference to the RFQ.
- A brief summary of the firm's understanding of the Project and the RFQ's objectives.
- A highlight of one to two key qualifications or past projects similar to the Project.
- Statement of firm's unique value proposition.
- Statement confirming adherence to RFQ's submission requirements and qualifications.

2. Project Organization Chart and Key Personnel

The SOQ should contain a Development Team Organization Chart that identifies, at a minimum, the following Key Personnel:

1. Principal in Charge of the Development Firm;
2. Project Manager or Lead for the Development Firm for the Project; and
3. Project Manager or Lead for any Key Personnel of Specialists included on the Development Team in the RFQ.

The SOQ should contain information about other Key Personnel on the Development Team with specialized experience who will support the Project but may not appear on the Development Team Organization Chart.

3. Organization Information

The SOQ should contain the following organizational information for the Respondent:

Organization Information	
•	Legal name of firm
•	State of Incorporation
•	Principal office address of firm
•	Office address for team for the Project
•	Total number of firm employees
•	Authorization of firm to do business in North Carolina
•	Applicable North Carolina licenses (if any) applicable to delivering the Project
•	Years in business
•	Firm's core values

4. Financial Capacity

The SOQ should contain the following information to demonstrate the financial capacity of the Respondent to deliver the Project:

Financial Capacity	A brief statement describing the firm's financial capacity to undertake the project.
Current Financial Commitments	Summary of existing financial commitments and ongoing projects that could impact delivery of the Project.
Access to Financing	Description of the firm's typical financing sources and relationships and strategies for similar projects.
Previous Financial Performance	Examples of financial performance in previous similar projects, highlighting successful management of project budgets and financial risks.
References	Contact name, title, organization, telephone, and email address of no more than three (3) commercial or institutional credit references.

If selected for further consideration or negotiation, the Respondent may be required to provide more detailed financial information to demonstrate the financial capacity of the Respondent to deliver the Project.

5. Prior Projects

The SOQ should contain information about the prior experience of the Respondent delivering projects similar to the Project, including:

Prior Experience (up to 3 projects)

- Brief description of the prior project.
- Similarities and differences of the prior project to the Project.
- Experience with the rehabilitation of historic structures and partnerships with Specialists to assist with historic preservation issues.
- Experience with the North Carolina Brownfields program or a similar program and partnerships with Specialists to assist with environmental issues.
- Experience with the rehabilitation of historic mills or similar properties.
- Insights gained, challenges encountered, and strategies implemented to overcome them.
- Exceptional or unexpected outcomes.
- One reference with direct knowledge of each example project.

6. Organization Capacity

The SOQ should contain the following information for the Respondent and Key Specialists with respect to the capacity of each firm to deliver the Project within the Conceptual Project Schedule:

Organization Capacity

- Current number of active projects assigned to each of the Key Personnel listed on the Project Organization Chart.
- Technology and tools employed by the Respondent to track project progress, issues, and communications.
- Self-assessment of capacity of the Respondent to deliver the Project.

7. Key Personnel Qualifications

The SOQ must contain the following information for each of the Key Personnel for the Development Firm:

Key Personnel Information
• Name
• Principal office location
• Education and applicable licenses
• Professional designations and/or certifications
• Project role and responsibilities
• Relevant prior roles at current or prior firms
• Years of experience delivering projects of a similar scope, nature, and complexity as the Project
• Relevant prior projects at current or prior firms (including brief description and role on project)
• Experience working with public entities
• Experience delivering projects using the delivery method proposed by the Respondent for the Project
• Knowledge of relevant building codes, standards, and specifications
• Key substantive experience that will contribute to the Project
• Key skills that will contribute to the Project
• Current number of active projects assigned to individual as a project lead.
• Current number of active projects assigned to individual in a support role.
• One reference who has direct knowledge of work performed by the individual.

After presenting the Key Personnel in the SOQ, if the Respondent needs to replace any Key Personnel on the Development Team, the Respondent must promptly submit a written notification to the Town detailing the reasons for the replacement and how the proposed new personnel meet the Minimum Qualifications. The Town will consider any properly documented replacement personnel in reviewing the Respondent's SOQ. Any replacement of Key Personnel made by the Respondent without complying with these requirements may cause the Respondent's SOQ to be deemed non-responsive. The Town will not have any obligation to schedule additional interviews or make other accommodations to meet replacement personnel after the Town conducts interviews in connection with this RFQ.

8. Project Understanding and Approach to Work

The Respondent should briefly describe its understanding of the Project and its planned approach to delivering the Project based on prior experience and projects and familiarity with

current market conditions. The Respondent’s approach should address issues such as the following:

Understanding and Approach	
Perceived Challenges and Risks	Identify key challenges and risks associated with the Project and strategies for how your team would address them. Share specific examples from past projects when similar challenges were encountered and overcome.
Project Delivery Method	Identify the likely project delivery method to be utilized for the Project and the firm’s experience with such delivery method on prior projects.
Project Scheduling and Progress	Provide a realistic conceptual schedule for the delivery of the Project. Present strategies to ensure the Project progresses on schedule. Describe how your team managed schedules on similar projects.
Financing	Explain team’s approach to securing financing for the Project, particularly in the current financing climate. Provide examples of recent projects for which your firm has successfully obtained financing, including challenges encountered and overcome.
Market Demand Evaluation	Describe team’s methodology for evaluating market demand for specific uses within the Project. Share examples from recent projects when your firm aligned a development plan with uncertain market demand.

9. **Claims**

The SOQ must contain the following information for the Respondent:

Disputes and Litigation	
	<ul style="list-style-type: none"> Any fines, claims, dispute proceedings, litigation, or arbitration proceedings with an amount in controversy in excess of \$100,000 within the past five years.
	<ul style="list-style-type: none"> Any fines assessed by OSHA, EPA, or a state agency with jurisdiction over workplace safety or environmental quality within the past five years.
	<ul style="list-style-type: none"> Information concerning any contract over \$100,000 that resulted in the assessment of penalties such as stipulated damages or liquidated damages against the firm over the past five years where the assessment was settled, damages were finalized, or a judgment was entered.
	<ul style="list-style-type: none"> Any conditions surrounding any contract entered by the firm over the past five years that has been terminated for cause or default, resulted in litigation, or that required substitute performance by another party.
	<ul style="list-style-type: none"> Any publicized dispute or litigation between the firm and a public agency arising from the performance of contractual obligations on a public project within the past seven years.

10. Conflict of Interest Certification

To maintain the highest standards of fairness and integrity in the Town's partner selection process, each Respondent must certify and disclose any potential conflicts of interest that might influence the Respondent's ability to deliver the Project in the best interests of the Town and its citizens. The Town reserves the right to make the sole determination as to whether a conflict or appearance of conflicts is present.

For the Respondent's SOQ to be considered complete, the certification at the following link must be signed by an authorized and knowledgeable representative of the Respondent by no later than the **Deadline to Submit Statement of Qualifications**:

[LINK TO CONFLICT OF INTEREST CERTIFICATION](https://form.jotform.com/241495032135147)

<https://form.jotform.com/241495032135147>



11. Key Personnel Certification

The Town requires each Respondent to confirm that Key Personnel on their team have received and read the RFQ, the RFQ's attachments, and all supporting documentation referenced in the RFQ. This is crucial to ensure all team members are fully aware of the Project requirements, expectations, and related information.

For the Respondent's SOQ to be considered complete, the certification at the following link must be signed by an authorized and knowledgeable representative of the Respondent by no later than the **Deadline to Submit Statement of Qualifications**:

[LINK TO KEY PERSONNEL CERTIFICATION](https://form.jotform.com/241495553278163)

<https://form.jotform.com/241495553278163>



Exclusions from SOQ

The Respondent shall not prepare or provide any preliminary design work to respond to this RFQ, and no preliminary or conceptual designs of the Project should be included in the SOQ.

The Respondent shall not submit a price or cost proposal with their SOQ for the lease or development of the Property. The Town will not consider price or costs in the evaluation of SOQs.

Town of Forest City

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Part 6: Solicitation Process

RFQ Contact

The RFQ Contact is:

Preston Janco, Town of Forest City, prestonjanco@townofforestcity.com

No Respondent or any member of its Development Team shall communicate with any official, employee, or board member of the Town except the RFQ Contact concerning this RFQ or the RFQ after it is issued, except for the submission of questions and requests for clarification in the manner provided in this RFQ.

RFQ Schedule

The schedule for the RFQ process is as follows:

July 8, 2024	Issue RFQ
July 23, 2024, 6:00 PM EST	Deadline to Submit Questions and Requests for Clarification (or a request to receive Addenda)
August 2, 2024	Date by which the Town will issue an Addendum to respond to Questions and Requests for Clarification
August 13, 2024, 6:00 PM EST	Deadline to submit Statements of Qualifications

Submitting Questions and Requests for Clarifications

Questions or requests for clarification regarding this RFQ must be emailed to the RFQ Contact on or before the Deadline to Submit Questions and Requests for Clarification.

The Town's answers to timely questions will be provided to all Respondents in a published Addendum. All communications regarding this RFQ shall be addressed solely to the RFQ Contact.

SOQ Format and Submission

The SOQ must comply with the following formatting and length requirements:

SOQ Format

- The SOQ must be formatted to 8 ½ by 11 inches.
- The body of the SOQ must use a minimum of 11-point font.
- The SOQ must be submitted in a flattened PDF format and emailed as an attached file or via an accessible link without a password.
- The RFQ, including all of the content outlined in this RFQ, must be no more than **20 pages**. The RFQ cover page and section page separators will not count toward the maximum page count.
- The **online** Conflict of Interest Certification must be submitted.
- The **online** Key Personnel Certification must be submitted.
- Brochures and additional materials shall not be submitted with the SOQ.

Failure to comply with the requirements above may result in the SOQ being deemed non-responsive by the Town at its sole discretion.

Confidentiality

Public announcements, statements to the media, interviews, or news releases regarding this RFQ, its proposal, or any subsequent award must not be made by any Respondent or any of the Respondent's agents or consultants without the prior written approval of the Town.

Respondents should assume that SOQs may be publicly reviewed and are not confidential. If a Respondent believes any information in its SOQ should be kept confidential, the Respondent should specifically mark any such information as a "trade secret" on each applicable page of the SOQ consistent with the requirements of the North Carolina General Statutes. The Town will make efforts to maintain requested confidentiality as appropriate, but the Town assumes no liability for disclosure of information identified by the Respondent as confidential.

Respondents must maintain confidentiality regarding their SOQs to ensure a fair and competitive selection process.

Submitting SOQ

One flattened PDF of the SOQ shall be emailed to the RFQ Contact as an attached file or via an accessible link without a password on or before the Deadline to Submit the Statement of Qualifications.

Town of Forest City

Request for Qualifications: Florence Mill Redevelopment

Part 7: Selection and Engagement

Evaluation of SOQs and Selection

Each SOQ will be evaluated based on responses to the information requested in this RFQ. The Town may interview one or more firms in one or more rounds as part of the evaluation process; however, the Town's selection decision may be based solely on the submitted SOQs.

The Respondent is encouraged to focus on providing an overall understanding of the range of services required to deliver the Project and demonstrate through prior experience that the Respondent can secure financing for and navigate the complexities of delivering the Project promptly in conformance with the expectations set out in this RFQ.

Failure to submit an SOQ that complies with the requirements in this RFQ may render the SOQ unacceptable or non-responsive at the Town's sole discretion. The Town may, in its sole discretion, waive minor irregularities in an SOQ that do not alter the quality or quantity of the information provided.

The Town reserves the right to contact each reference provided in an SOQ and any other additional reference deemed appropriate by the Town, including references suggested by references provided in the SOQ or references known to the Town through its industry knowledge.

Based on submitted SOQs, the Town may take any of the following actions (without limitation):

- a. Identify a preferred Respondent based solely on the written SOQs for further negotiation;
- b. Request more information or clarifications before identifying a preferred Respondent;
- c. Use presentations, interviews, or problem-solving exercises before identifying a preferred Respondent;
- d. Decline to accept any SOQ and not identify a preferred Respondent;
- e. Reissue the RFQ; or
- f. Cancel the solicitation process for the Project.

The Town will rank Respondents based on the responsiveness of their SOQs, information collected during interviews and otherwise, and the Town's determination as to which Respondents are most capable of achieving the Project's goals and objectives in alignment with the Town's values and vision.

If negotiations with the Town's preferred Respondent are unsuccessful, the Town may commence negotiations with the next highest-ranked Respondent.

Upon request by an unsuccessful Respondent, the Town may, in its sole discretion, provide debriefing information for the sole purpose of discussing, in a limited way, the strengths and weaknesses of the unsuccessful SOQ of the unsuccessful Respondent.

Agreement

After the Town selects a preferred Respondent, the Town and the Development Firm will attempt to negotiate an Agreement for the Project.

Following the closure of the solicitation process , the Town will inform unsuccessful Respondents of the outcome. Before such closing, the Town's designation of a preferred Respondent will not constitute a final award or selection under this RFQ, and this RFQ will remain open.

Nothing in this RFQ will bind either the Town or a preferred Respondent to enter into an Agreement, and each party will reserve the right to discontinue negotiations at any time.

Replacement of Key Personnel

The Respondent acknowledges that the continuity and stability of the Development Firm are critical to the successful evaluation of SOQs and the completion of the Project. After the selected Development Firm signs an Agreement with the Town, the Development Firm agrees not to proactively replace any Key Personnel on the Development Team without providing prior written notice to the Town detailing the qualifications of the proposed new personnel and how the change will not adversely affect the Project.

Notwithstanding the preceding, the Town acknowledges and agrees it will not interfere with the Development Firm's employment decisions or internal management regarding its team members' selection, retention, and assignment.

Town of Forest City

Request for Qualifications: Florence Mill Redevelopment

Part 8: Miscellaneous

Disclaimer

The Town assumes no responsibility for the completeness or the accuracy of any information provided in this RFQ or otherwise distributed or made available during the RFQ process, except as expressly stated to the contrary. Without limiting the generality of the foregoing, the Town will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those prepared in writing. The Town is not bound by any oral statements made by the Town or its agents, advisors, or consultants. Each Respondent may rely upon written statements issued by the Town in connection with this RFQ.

Addendum to RFQ

The Town reserves the right to amend this RFQ at any time by one or more written Addenda, which will be published in the same manner as this RFQ and provided to any Respondent who has submitted questions or a request to receive Addenda.

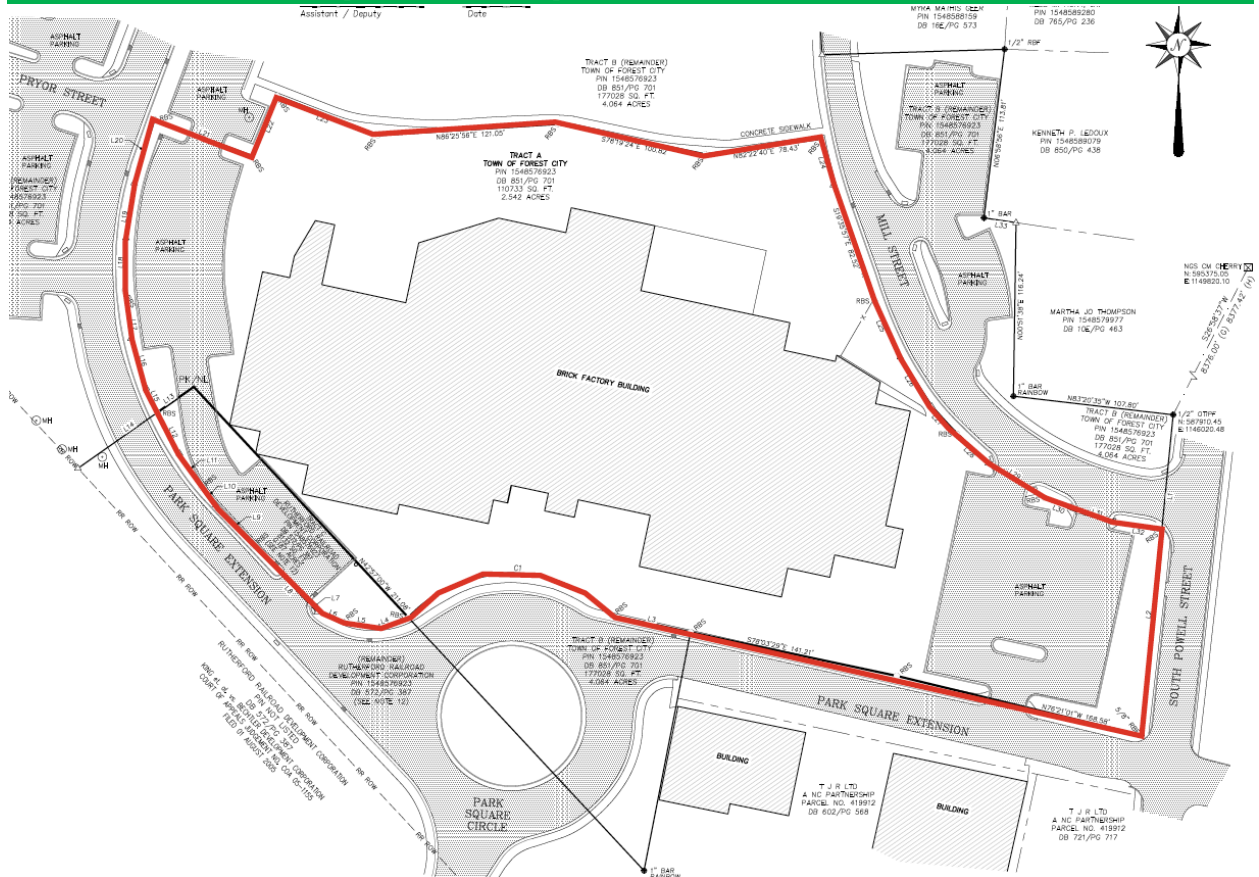
Interpretation

Unless the context requires otherwise: (a) pronouns of whatever gender will include natural persons, corporations, and associations of every kind and character; (b) the singular will include the plural and vice versa where and as often as may be appropriate; (c) references to statutes or regulations include all statutory and regulatory provisions consolidating, amending, or replacing the statute or regulation; (d) references to contracts and agreements will be deemed to include all amendments to it; (e) the words “include,” “includes,” and “including” are to be interpreted as if they were followed by either the phrase “without limitation” or “but not limited to;” (f) the word “must” or “shall” is mandatory; (g) word “should” indicates a preferred approach but is not mandatory; and (h) the word “firm” may be used to refer to any form of business association, including sole proprietor, partnership, limited liability company, or corporation.

Town of Forest City

Request for Qualifications: Florence Mill Redevelopment

Exhibit A: General Depiction of Property



PLANNING BOARD MEMORANDUM

Town of Forest City, 128 N Powell St, Forest City NC, 28043

TO: Board of Commissioners
FROM: Board of Planning & Adjustment
DATE: 16 December 2019
SUBJECT: Text Amendment 2019-05, C-T District

Request Information

Applicant: Town of Forest City
Affected Sections: 3.2-3.5, 4.2, 6.1, 6.4, 8.3, 8.5, 9.1-9.4, 13.8, 13.9 of the Unified Development Ordinance

At the 24 October Planning Board meeting, Commissioner Conner spoke of the Main Street Committee's Desire to extend the C-1 Central Business District to areas adjacent to the Pavilion on Park Square. After discussion, it was agreed a new district should be created to serve as a transition between the C-1 and C-2 Districts. To meet this goal, staff requests a text amendment to adopt the C-T Commercial Transition District, originally proposed in the (defunct) 2006 Downtown Core Plan.

As recommended at the 24 November Planning Board Meeting, the C-T District combines the residential uses permitted in the C-2 District with the commercial and civic uses permitted in the C-1 District.

Summary of Recommended Changes

Residential Uses

The proposed C-T District allows single-family detached, two-family, multi-family, upper-story residential, and accessory dwellings by right. Permitted uses are like the C-2 District, with the addition of multi-family permitted by right, rather than by conditional use.

Commercial/Industrial/Civic Uses

Commercial, industrial, and recreational uses permitted in the proposed C-T District are generally the same as those allowed in the C-1 District. Motor vehicle sales or services, restaurants with drive-through, hotels, and outside retail are among the uses that are not permitted in the proposed C-T District.

Setbacks/Signage/Landscaping/Parking

Parking regulations are inherited from the C-1 District. Generally, this means there are no minimum parking requirements, although residential uses must demonstrate that there are sufficient spaces available within 400' of their location, and no residential parking is allowed on Main Street. There are no proposed setbacks, however, any commercial use adjacent to a residential use would have to create a 10' buffer yard to screen their business from any residence.

Signage follows the same requirements as the C-1 District. Wall signs are allowed, while freestanding signs are not. Landscaping follows the same requirements as the C-1 District, except the above mentioned buffer yard.

Proposed Amendments

Proposed New Text

Section 3.2 - Base Zoning Districts

3.2.7 C-T Commercial Transition District

The C-T Commercial Transition District is established as a district where a mix of commercial, civic, and high-density residential uses are allowed. This district is intended to become part of the Downtown Core in the Future Land Use Map of the Comprehensive Plan. Permitted uses should serve as a complement to the C-1 District and act as a transition between more intensive commercial uses and those typically found in a downtown area. Uses requiring outside storage, excessive parking, or other sprawling characteristics incompatible with a downtown area are not permitted.

Section 3.3 - Permitted Uses Table
(see Attachment A)

Section 3.4 - Dimensional Requirements

3.4.1 - General Provisions.

(H) On a corner lot in any district other than the C-1 or C-T district, no planting, structure, fence, wall, or other obstruction to vision that is more than two (2) feet tall as measured at street level shall be placed in the sight triangle. The sight triangle is the area formed by a diagonal line connecting two (2) points located on intersecting property lines (or a property line and the curb or a driveway).

The following are the distances used to establish a sight triangle as measured from an intersecting right-of-way:

3.4.2 - Dimensional Table

District	Max. Residential Density	Min. Lot Area (sq. ft.)	Min. Lot Width (feet)	Min. Lot Depth (feet)	Front Setback (feet)	Side Setback (feet)	Rear Setback (feet)	Max. Height (feet)
R-20	2 DUA	20,000	100	150	35	10	15	35
R-15	3 DUA	15,000	100	150	35	10	15	35
R-8	5 DUA	8,000	75	100	25	10	10	35
R-6	7 DUA	6,000	50	100	20	10	10	35
O-I	7 DUA	6,000	50	100	20	10	10	35
C-1	15 DUA	N/A	N/A	N/A	N/A	N/A	N/A	60
C-T	30 DUA	N/A	N/A	N/A	N/A	N/A	N/A	60
C-2	7 DUA	N/A	N/A	N/A	N/A	N/A	N/A	60
C-3	7 DUA	N/A	N/A	N/A	35	N/A	N/A	60
M-1	N/A	10,000	N/A	N/A	35	20	20	60
PRD	N/A	N/A	40	N/A	15	5	5	N/A

Section 3.5 – Conditional Zoning Districts

3.5.1 - Purpose

(C) Just as there are ~~10~~ **11** base zoning districts, there are ~~10~~ **11** corresponding Conditional Zoning Districts.

- (1) CZ R-20 Low-Density Residential/Agricultural District.
- (2) CZ R-15 Low-Density Residential District.
- (3) CZ R-8 Medium Density Residential District.
- (4) CZ R-6 High-Density Residential District.
- (5) CZ OI Office and Institutional District.
- (6) CZ C-1 Central Business District.
- (7) CZ C-T Commercial Transition District**
- (7) CZ C-2 General Business District.
- (8) CZ C-3 Highway Business District.
- (9) CZ M-1 Industrial District.
- (10) CZ PRD Planned Adaptive Re-use District.

Chapter 4 – Special Requirements

Section 4.2.11 – Upper-story residential units

(D) Off-street parking is not required in the C-1 or C-T district. However, additional parking may be required if adequate parking does not exist for all uses within the area.

Section 4.9.4 – Temporary Uses

(D) Temporary Sales

(2) Such uses are subject to the following conditions:

(a) Temporary retail sales shall be limited to the C-1, C-T, C-2, C-3 and M-1 zoning districts only.

(E) Produce Stands (temporary)

(2) Temporary produce stands are permitted in commercial districts (O-I, C-1, C-T, C-2, C-3, M-1 and PRD) up to 365 days a year, provided that the temporary use permit is renewed annually and there is only one (1) temporary use on the property at a time.

(G) Outdoor Display of Merchandise

(1) Outdoor display of merchandise on sidewalks is permitted for retail establishments in the C-1, C-T, and C-2 districts provided that not more than one-half (½) of the width of the sidewalk is obstructed and the minimum width to comply with the American's with Disabilities Act (ADA) is maintained.

(H) Outdoor Dining

Outdoor dining is permitted on the sidewalks immediately in front of permitted restaurant uses in the C-1, C-T, and C-2 districts provided that not more than one-half (½) of the width of the sidewalk is obstructed and the minimum width to comply with the American's with Disabilities Act (ADA) is maintained.

Chapter 6 – Signs

Table 6.1 – Freestanding Temporary Sign Criteria

Criteria	Type 2	Type 4
Zoning District	O-I, C-1, C-T , C-2, C-3, M-1	C-1, C-T
Permit Required	No	No
Max. Size (sq ft)	16	6
Max. Height (ft)	4	4
Number Permitted	1	1 per customer entrance
Max. Duration	14 days up to 6 times per calendar year with minimum 7 days separation	Between daily opening and closing
Mounting	Supported by posts or stakes	A-frame
Material	Flexible	Rigid
Other		Shall be located within 10 feet of building wall and within 10 feet of a customer entrance. May be located on sidewalk if with a minimum 3-foot clearance. Shall not be placed in a landscaped area or parking area or driveway

6.4.2 – Development Entrance Sign

Permanent sign at the entrance of neighborhoods or developments

District	Sign Type Allowed	Max. Area (square feet)	Max. Height (feet)	Max. Number	Other
C-1	No	NA	NA	NA	Maximum area may be split between 2 signs on either side of entrance
C-T	No	NA	NA	NA	
C-2	PL+	32 sf	8	2	

6.4.3 – Wall Sign

A permanent sign larger than one (1) square foot that is legible from off-site and is affixed to a building wall, window, canopy, or awning.

District	Sign Type Allowed	Max. Area (square feet per linear feet of building wall)	Max. Number (per wall)	Other
C-1	PL	1 (up to 100 sf)	2	(6 items)
C-T	PL	1 (up to 100 sf)	2	
C-2	PL	1 (up to 100 sf)	2	

6.4.4 – Freestanding Sign (on-premises)

A permanent sign that identifies a building's tenant(s) located on-site that is mounted to the ground. A free-standing sign may be monument, arm, pole, or pylon style, unless otherwise specified. Up to 50 percent of the allowable area of a freestanding sign may be manually changeable copy.

District	Sign Type Allowed	Max. Area (square feet)	Max. Height (feet)	Max. Number	Other
C-1	No	NA	NA	NA	NA
C-T	No	NA	NA	NA	NA
C-2	PL	60 sf	15	1 per street front	<ul style="list-style-type: none"> • Lots with 2 or more tenants shall utilize a multi-tenant sign. • Shall be monument or arm style. • Permitted for each street front provided that total area does not exceed 1.5 times max. area.

6.4.6 – Billboards

Signs for entities that are not located on the same premises as the sign.

District	Sign Type Allowed	Max. Area (square feet)	Max. Height (feet)	Max. Number (per lot)	Other
C-1	No	NA			
C-T	No	NA			
C-1	No	NA			

Section 8.3 – Landscaping Types and Requirements

8.3.1 – Buffer Yards

(A) Buffer yards area intended to screen non-residential development from residentially used or zoned property. Buffers shall be measured from the subject property line into to the site to be developed. Buffer yard width shall not affect the required building setback for each zoning district as set forth in Section 3.4. The following table establishes the minimum buffer width for a new or expanding non-residential development adjacent to residentially-zoned property (R-20, R-15, R-8, or R-6) or property with an existing residential use:

Zoning District of New or Expanding Non-Residential Development	Minimum Buffer Yard Width
O-1	8 feet
C-1	0 feet
C-T	10 feet
C-2	10 feet
C-3	15 feet
M-1	30 feet

8.3.2 – Street Yard

(B) Street yards shall not be required in the C-1 **or** C-T zoning districts or in any district where the building is within 10 feet of the street right of way

Section 8.5 – Fences and Walls

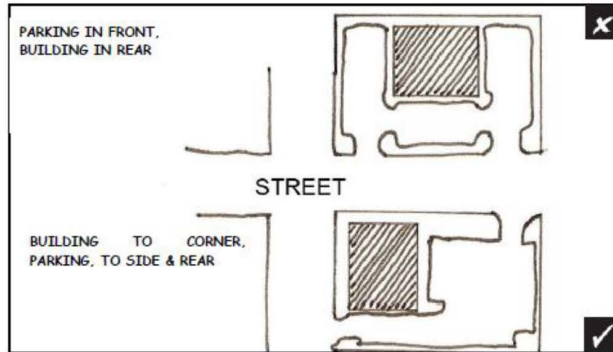
(E) Barbed wire shall only be permitted for agricultural uses in the R-20 and R-15 districts. In commercial districts (O-1, C-1, **C-T**, C-2, C-3 and M-1), barbed wire or razor wire shall only be permitted for security purposes in the side or rear yard on fences of eight (8) feet in height.

Section 9.2 – Off Street Parking Requirements

9.2.2 Parking Lot Design

(E) No new off-street parking area in the C-1, **C-T**, **or** C-2 districts shall extend toward a public street right-of-way beyond the front wall of the closest adjacent building. See Figure 9.1.

FIGURE 9.1: PARKING LOCATION IN RELATION TO BUILDINGS IN THE C-1, C-T, AND C-2 DISTRICTS



9.2.2 Parking Lot Design (cont.)

(F) All new or expanding off-street parking areas in the C-1, **C-T**, and C-2 districts that abut a public street right-of-way shall be screened with a hedgerow or masonry wall of at least three (3) feet in height.

Section 9.3 – Number of Parking Spaces Required

(A) All developments shall provide a sufficient number of on-site parking spaces to accommodate the number of vehicles that ordinarily are likely to be attracted to the development in question. Non-residential uses within the C-1 **and C-T** zoning districts are exempt from this requirement. Residential uses within the C-1 **and C-T** zoning districts shall demonstrate to the Administrator that sufficient parking is available within 400 feet. No on-street parking on Main Street shall be utilized for residential uses within the C-1 **or C-T** districts.

Section 9.4 – Parking Location, Shared Parking and Connectivity

9.4.1 Parking Location

(D) No on-street parking on Main Street shall be utilized for residential uses within the C-1 **or C-T** zoning districts.

Section 13.8 – Nonconforming Landscaping and Buffering

Except as herein provided, any expansion of 20 percent or greater an existing use, structure, or parking area or a significant change of use which is deficient in landscaping and/or buffering, shall not occur without the screening and/or landscaping required by Chapter 8 having first been provided on-site. The C-1 and C-T districts are exempt from this requirement. The requirements of Chapter 8 shall be met to the greatest extent possible as determined by the Administrator.

Section 13.9 - Nonconforming Parking and Loading

(A) On any lot in any zoning district, except the C-1 and C-T districts, which contains a use which does not comply with the off-street parking and loading regulations contained in Chapter 9 of this Ordinance, no expansion of greater than 20 percent or any significant change of use shall be approved which would result in a need to increase the number of off-street parking and/or loading spaces required (except as herein provided), until the requisite number of off-street parking spaces and all paving requirements have been met.

Plans & Policies

The following goals and strategies from the Comprehensive Land Use Plan relate to this text amendment request:

Community Goal C1: Maintain and market Forest City's small-town character, thriving downtown, and recreational amenities as desirable assets and key factors in attracting and retaining business, industry, residents and tourism.

Land Use Goal L1: Utilize the Future Land Use Map to encourage development that is compatible with surrounding development and available infrastructure and services while discouraging the overdevelopment of environmentally sensitive areas.

Land Use Goal L6: Promote additional infill residential development to support existing and future commercial development.

Land Use Goal L11: Require a "Needs Assessment" for all proposed multi-family development requests.

Development Goal D1: Promote additional residential development in and surrounding the Downtown Core by encouraging residential units in the main Florence Mill building, a "New Florence Mill Village" adjacent to the mill and new houses and townhomes on Trade Street.

Development Goal D6: Along Trade Street, promote the construction of new buildings and upgrading of existing buildings for professional offices, retail and townhouses. Incorporate higher landscaping standards and upgrade side streets with compatible construction.

Development Goal D8: Improve downtown development regulations and discourage incompatible sprawl development on the corridor entrances into downtown.

Development Goal D11: Encourage and provide a wide range of attractions into Downtown for current residents and visitors.

Action Requested

The Board of Commissioners is requested to act on one of the following items:

Approve as presented and consistent with the Comprehensive Plan:

The Board of Commissioners finds the amendments are consistent with the Town's Comprehensive Land Use Plan, specifically strategies C1, L1, L6, L11, D1, D6, D8, and D11, and considers the action reasonable and in the public interest.

Approve with changes and consistent with the Comprehensive Plan:

The Board of Commissioners finds that with the changes agreed upon, the amendments are consistent with the Town's Comprehensive Land Use Plan, specifically strategies C1, L1, L6, L11, D1, D6, D8, and D11, and considers the action reasonable and in the public interest.

Approve but inconsistent with the Comprehensive Plan:

The Board of Commissioners finds that the proposed amendment is not consistent with the Town of Forest City Comprehensive Land Use plan as adopted but finds the proposed amendments to be reasonable and in the public interest.

Deny and inconsistent with the Comprehensive Plan:

The Board of Commissioners finds the proposed amendment inconsistent with the Town of Forest City Comprehensive Land Use Plan and does not consider the action to be reasonable and in the public interest.

Defer: *The amendment needs additional consideration.*

Attachments

Attachment A – Permitted Uses Table Amendments

Attachment A – Permitted Uses Table Amendments

Residential Uses	R-20	R-15	R-8	R-6	OI-1	C-1	C-T	C-2	C-3	M-1	PRD	SR
Accessory dwellings	C	C	C	C	C		P	P				4.2.1
Accessory structures (residential)	P	P	P	P	P		P	P				4.2.2
Caretaker's Residence									P	P	P	
Conservation developments	P	P										4.2.3
Family care homes	P	P	P	P	P		P	P			P	4.2.4
Home occupations	P	P	P	P	P		P	P			P	4.2.5
Manufactured homes on individual lots	P			P								4.2.6
Manufactured home park												
Multi-family dwellings (includes apartments and townhomes)				C			P	C			P	4.2.7
Single-family dwellings (detached)	P	P	P	P	P		P	P			P	
Temporary emergency manufactured homes	P	P	P	P	P	P	P	P	P	P	P	4.2.8
Traditional Neighborhood Development				C								4.2.9
Two-family dwellings (duplexes)			P	P	P		P	P			P	4.2.10
Upper-story residential unit					P	P	P	P			P	4.2.11

Attachment A cont. – Permitted Uses Table Amendments

Civic, Government, and Institutional Uses	R-20	R-15	R-8	R-6	OI	C-1	C-1	C-2	C-3	M-1	PRD	SR
Cemeteries								P	P	P		
Colleges, Universities, and associated facilities	C	C	C	C	P	P	P				P	
Correctional facilities										P		
Daycare Centers	C		C	C	P	P	P	P	P		P	4.3.1
Emergency Services (fire, police, EMT, and similar uses)	C	C	C	C	P	P	P	P	P	P	P	
Government office buildings	C	C	C	C	P	P	P	P	P	P	P	
Hospitals, public and private					P	P	P	P	P	P	P	
Libraries, museums, art galleries, and similar uses			C	C	P	P	P	P	P	P	P	
Post Offices			C	C	P	P	P	P	P	P	P	
Religious institutions and related uses	P	P	P	P	P	P	P				P	
Research facilities									P	P	P	
Residential care facilities	C		C	C	P			P	P		P	4.3.2
Schools, instructional					P	P	P	P	P	P	P	
Schools and associated facilities (public and private)	C	C	C	C	P	P	P	P	P	P	P	
Schools (trade and vocational)					P	P	P	P	P	P	P	
Social, fraternal, and philanthropic clubs and non-profit uses	C		C	C	P	P	P	P	P	P	P	

Attachment A cont. – Permitted Uses Table Amendments

Office and Service Uses	R-20	R-15	R-8	R-6	OI	C-1	C-1	C-2	C-3	M-1	PRD	SR
Animal services (no outdoor kennels)								P	P	P	P	
Animal services (with outdoor kennels)										P		4.4.1
Artists, craftsman			P			P	P	P	P	P	P	
Banks, financial services						P	P	P	P	P	P	
Bed and breakfast inns			P			P	P	P	P			
Body piercing and tattoo studios										P	P	4.4.2
Dry cleaning and laundry establishments (non-industrial)						P	P	P	P	P	P	
Fortune tellers, astrologers										P	P	
Funeral homes and mortuaries									P	P	P	
Hotels and motels									P	P	P	
Internal service facilities (incidental to permitted uses)						P	P	P	P	P	P	
Motion picture production						P	P			P	P	
Motor vehicle or boat services (no outdoor storage)									P	P	P	4.4.3
Motor vehicle boat services (with outdoor storage)										C	P	4.4.3
Medical, dental, chiropractic, optical, psychiatric clinics or related offices and/or laboratories						P	P	P	P	P	P	
Personal service uses						P	P	P	P	P	P	
Professional offices						P	P	P	P	P	P	
Research, development, or testing services										P	P	P
Services, other (no outdoor storage)						P	P	P	P	P	P	
Services, other (with outdoor storage)										C	P	

Attachment A cont. – Permitted Uses Table Amendments

Retail and Wholesale Uses	R-20	R-15	R-8	R-6	OI	C-1	C-T	C-2	C-3	M-1	PRD	SR
ABC sales for on premises consumption						P	P	P	P	P		
Auction houses							P	P	P	P		
Farmers' markets						P	P	P	P	P		
Microbrewery, microdistillery, winery						P	P	P	P	P	P	
Motor vehicle or boat sales or rental								P	P	P		4.5.1
Pawn shops						P	P	P	P	P		
Restaurants (no drive-through)						P	P	P	P	P	P	
Restaurants (with drive-through)									P	P		4.9.2
Retail uses (less than 10,000 square feet, inside fully enclosed building)						P	P	P	P	P	P	
Retail uses (10,000–60,000 square feet, inside fully enclosed building)						C	C	P	P	P	P	
Retail uses (greater than 60,000 square feet, inside fully enclosed building)								C	P	P	P	
Retail uses (outside fully enclosed building)								C	C	P		4.5.3
Shopping centers and malls								C	P	P		
Wholesale								P	P	P		

Attachment A cont. – Permitted Uses Table Amendments

Recreation and Entertainment Uses	R-20	R-15	R-8	R-6	OI	C-1	C-T	C-2	C-3	M-1	PRD	SR
Adult oriented businesses									C			4.6.1
Auditorium, assembly hall						P	P	P	P	P	P	
Banquet, events facility	C					P	P	P	P	P	P	
Billiards hall								P				
Campgrounds										P		4.6.2
Electronic gaming operations												
Golf, tennis, swimming clubs & related uses (private, not in development)	C	C	C	C	P	P	P	P	P	P		4.6.3
Golf, tennis, swimming facilities, athletic fields & related uses (public)	P	P	P	P	P	P	P	P	P	P	P	4.6.3
Parks (public)	P	P	P	P	P	P	P	P	P	P	P	
Private clubs						P	P	P	P			
Recreation facilities associated with a residential development	P	P	P	P	P	P	P	P	P	P	P	
Recreation facilities, fitness						P	P	P	P	P	P	
Recreation facilities, indoor (including vintage arcades, bowling, skating, and similar uses)						P	P	P	P	P	P	
Recreation facilities (outdoor, including golf driving ranges, miniature golf, skateboard parks, water slides, batting cages & similar uses)									C	P		4.6.4
Shooting ranges (indoor)									P	P		4.6.5
Shooting ranges (outdoor-local government only)										P		
Theater (drive-in)									P	P		
Theater (indoor)						P	P	P	P	P	P	
Theater (open-air)						P	P	P	P	P		

Attachment A cont. – Permitted Uses Table Amendments

Industrial, Warehousing, Transportation, and Utility Uses	R-20	R-15	R-8	R-6	OI	C-1	C-T	C-2	C-3	M-1	PRD	SR
Airports and heliports										P		4.7.1
Asphalt plants										P		4.7.2
Automobile parking lots or garages (principal use)						P	P	P	P	P		
Broadcast towers and equipment (excluding wireless telecommunications towers)								P	P	P		4.7.3
Bus and train stations						P	P	P	P	P	P	
Data centers										P		
Distribution centers										P		
Electric transmission lines and appurtenances	P	P	P	P	P	P	P	P	P	P	P	
Junkyards, salvage yards, recycling operations and similar uses									C	P		4.7.4
Landfill (construction, demolition, land clearing and inert debris)												
Landfill (sanitary)												
Manufacturing, processing, and assembly (inside fully enclosed building)										P		
Manufacturing, processing, and assembly (outside fully enclosed building)										P		
Mining and quarrying operations										C		4.7.5
Natural gas distribution lines and related appurtenances	P	P	P	P	P	P	P	P	P	P	P	
Power generation/production facilities (not including wind and solar)									P	P		
Power generation/production, solar (individual use)	P	P	P	P	P	P	P	P	P	P	P	
Power generation/production, wind (individual use)	P	P								P		
Rail terminals or yards										P		
Recycling centers (excluding recycling operations)									P	P		

Sewage collection lines, pump stations, and appurtenances	P	P	P	P	P	P	P	P	P	P	P	
Sewage treatment plants (non-government, public)	C	C	C	C	C	C	C	C	C	P		4.7.6
Solar power generation facilities (solar farms)	C	C										
Taxicab stands or offices									P	P	P	
Telecommunication lines and related appurtenances	P	P	P	P	P	P	P	P	P	P	P	
Transit stops	P	P	P	P	P	P	P	P	P	P	P	
Truck stops										C	P	
Warehouse uses (excluding mini-warehouses)										P	P	
Warehouse, mini									C	P	P	
Water distribution lines, pumps, storage, tanks, and appurtenances	P	P	P	P	P	P	P	P	P	P	P	
Water treatment plants (non-government, public)	C	C	C	C	C	C	C	C	C	C		4.7.6
Wind power generation facilities (wind farms)												
Wireless telecommunications towers	C	C							C	P	P	4.7.7

Attachment A cont. – Permitted Uses Table Amendments

Agricultural Uses	R-20	R-15	R-8	R-6	OI	C-1	C-T	C-2	C-3	M-1	PRD	SR
Bona fide farms (excluding swine production, see Section 1.4.2)	P	P	P	P	P	P	P	P	P	P	P	
Equestrian uses (horseback riding, stables)	C									P		4.8.1
Greenhouse or horticultural nursery (no on-premises sales)	P								P	P		
Greenhouse or horticultural nursery, commercial (with on-premises sales)								P	P	P		
Produce Stand (permanent)	C						C	C	C			4.8.2
Other Uses	R-20	R-15	R-8	R-6	OI	C-1	C-T	C-2	C-3	M-1	PRD	SR
Accessory structures (associated with permitted non-residential uses)	P	P	P	P	P	P	p	P	P	P	P	4.9.1
Drive-through/Drive-in uses (associated with permitted use)						C	C	P	P	P		4.9.2
Outdoor Storage (associated with a permitted use, excluding outdoor sales display)									P	P		4.9.3
Temporary Uses (per Chapter 4)	P	P	P	P	P	P	P	P	P	P	P	4.9.4

Town of Forest City

Request for Qualifications: Florence Mill Redevelopment

Exhibit C: Environmental

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IN THE MATTER OF: Town of Forest City

UNDER THE AUTHORITY OF THE)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT)	Florence Mill
OF 1997, N.C.G.S. § 130A-310.30, et seq.)	186 Mill Street
)	BF Project Number: 09003-05-81

I. INTRODUCTION

This Brownfields Agreement (“Agreement”) is entered into by the North Carolina Department of Environment and Natural Resources (“DENR”) and the Town of Forest City, in Rutherford County, North Carolina (collectively the “Parties”) pursuant to the Brownfields Property Reuse Act of 1997, N.C.G.S. § 130A-310.30, et seq. (the “Act”). The offices of the Town of Forest City are located at 128 North Powell Street, Forest City, North Carolina 28043. This Agreement concerns property located at 186 Mill Street, 108, 110 and 112 East Main Street, 125 Depot Street and 139 Depot Street, Forest City, North Carolina. The surrounding properties are in commercial, retail and residential use. The Town of Forest City plans to redevelop the subject property into a mixed use project as follows:

- The Main Mill Building (site of the former Florence Mill) will be used for office, retail, residential (other than in the basement), storage, public gathering and/or parking uses.
- The Pavilion Condo Building (a 1941 three-story warehouse) will be used for commercial, office, retail, hotel and/or public gathering purposes on the ground (Depot Street) level, while the upper levels will contain commercial, retail, office, residential and/or hotel uses.
- The structures along Main Street and at 125 and 139 Depot Street may be demolished and replaced with structures containing commercial, retail, office and/or storage uses on the buildings’ ground levels, and commercial, retail, office, residential and/or hotel uses on upper

levels if such levels are constructed.

- Exterior common areas will be used for public gatherings and/or open space, and will be accessible by members of the public.

A map showing the location of the parcels involved is attached hereto as Exhibit 1.

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Section VIII (Certification), Section IX (DENR's Covenant Not to Sue and Reservation of Rights) and Section X (Prospective Developer's Covenant Not to Sue), the potential liability of the Town of Forest City for contaminants at the property which is the subject of this Agreement.

The Parties agree that the Town of Forest City's entry into this Agreement, and the actions undertaken by the Town of Forest City in accordance with the Agreement, do not constitute an admission of any liability by the Town of Forest City.

The resolution of this potential liability, in exchange for the benefit the Town of Forest City shall provide to DENR, is in the public interest.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in the Act or elsewhere in N.C.G.S. 130A, Article 9 shall have the meaning assigned to them in those statutory provisions, including any amendments thereto.

1. "Property" shall mean the Brownfields Property which is the subject of this Agreement, and which is depicted in Exhibit 1 to the Agreement.
2. "Prospective Developer" shall mean the Town of Forest City.

III. STATEMENT OF FACTS

3. The Property comprises approximately 9.2 acres. The subject property will be developed into a mixed use project that contains the uses described in Section I of this Agreement and is consistent with the Land Use Restrictions set forth in paragraph 14 below.

4. The Property is bordered to the north by Forest City’s wide Main Street, a restaurant and a building that formerly housed retail establishments; to the south by Depot Street, beyond which lies CSX Railroad tracks; to the east by Mill Street, beyond which lie parcels in commercial and residential use; and to the west by Depot Street, beyond which lie parking lots and commercial properties.

5. Prospective Developer obtained or commissioned the following reports, referred to hereinafter as the “Environmental Reports,” regarding the Property:

Title	Prepared by	Date of Report
Phase I Environmental Site Assessment	Environmental Consulting Services, Ltd.	December 1999
Environmental Evaluation	J. Patrick Price	August 2003
Soil and Groundwater Assessment	JPP Consultants, Inc.	January 2004
Phase II Environmental Assessment	Aware Environmental Inc.	May 2004
Report of Preliminary Soil Investigation Former Forest Dale Cleaners	Shield Engineering, Inc.	April 2005
Brownfields Assessment Report	Shield Engineering, Inc.	September 2005

6. For purposes of this Agreement, DENR relies on the following representations by Prospective Developer as to use and ownership of the Property:

- a. The Forest City Cotton Mill operated on the Property from 1890 to 1895.
- b. In 1896 the Florence Mill, which was owned and operated by the Cone Mills Corporation, was built on the southern portion of the Property, where the buildings that housed it

remain.

c. In 1902 the portion of the Property along Main Street contained a barber shop, butcher shop and livery. The portion along Depot Street contained a blacksmith shop and dwelling.

d. In 1924 the Forest Dale Laundry facility was built on the Depot Street portion of the Property.

e. In 1932 a dry cleaner, general store and cotton broker operated on the Main Street portions of the Property. The Blanton Hotel, Forest Dale Laundry and Forest Dale Dry Cleaners were operating on the Depot Street portion.

f. The years 1922 through 1976 saw the construction of additions, separate buildings and warehouses at the Florence Mill.

g. The Blanton Hotel closed in 1972; the building has been vacant since then.

h. Forest Dale Laundry and Forest Dale Dry Cleaners closed on October 16, 1997; their facilities have remained vacant since.

i. The Florence Mill continued to operate, under Cone Mills Corporation ownership, until 2001.

j. Prospective Developer purchased the Florence Mill site (186 Mill Street) on August 3, 2004, and 110-112 East Main Street and 125 Depot Street on July 14, 2005.

7. The most recent environmental sampling at the Property reported in the Environmental Reports occurred from July 25, 2005 through August 3, 2005. The following tables set forth, for contaminants present at the Property above unrestricted use standards, the maximum concentration found at each sample location and the applicable standard:

a. Groundwater contaminants (in micrograms per liter, the equivalent of parts per

billion), the standards for which are in Title 15A of the North Carolina Administrative Code, Subchapter 2L, Rule .0202:

Groundwater Contaminant	Sample Location	Date of Most Recent Sampling Event	Concentration at Most Recent Sampling above Std. (µg/L)	Standard (µg/L)
1,2-dichloroethane	MW-6	8/1/05	1.5	0.38
Tetrachloroethylene (PCE)	MW-1	8/1/05	5600	0.7
	MW-3	8/1/05	2500	
	MW-4	8/1/05	2700	
	MW-5	8/1/05	240	
	MW-6	8/1/05	3	
Trichloroethylene	MW-7	8/1/05	810	2.8
	MW-1	8/1/05	10	
	MW-3	8/1/05	19	
	MW-4	8/1/05	10	
	MW-7	8/1/05	6.3	

b. Soil contaminants (in milligrams per kilogram, the equivalent of parts per million), the standards for which, except where noted, are derived using the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section:

Soil Contaminant	Sample Location	Depth In Feet	Date of Sampling Event	Maximum Concentration above Std. (mg/kg)	Standard (mg/kg)
Naphthalene	B-3	4-5	4/20/04	18	11.2
	B-13	7	4/20/04	84	
	B-27	8-10	8/2/05	140	
Tetrachloroethylene (PCE)	SB-1	2	4/4/05	77	0.48
	SB-4	3	4/4/05	15	
	B-38	5-7	8/2/05	2.4	
	B-49	1-2	8/2/05	6.4	
	MSB-3	4	8/6/03	7.98	

Soil Contaminant	Sample Location	Depth In Feet	Date of Sampling Event	Maximum Concentration above Std. (mg/kg)	Standard (mg/kg)
	MSB-9	1	1/13/04	1.7	
	MSB-10	4	1/13/04	0.92	
	MSB-11	4	1/13/04	0.51	
	MSB-18	4	1/13/04	1.0	
	MSB-19	4	1/13/04	0.96	
	MW-1	4	1/13/04	1.2	
Xylenes	B-13	7	4/20/04	510	54
	B-27	8-10	8/2/05	300	
Total Arsenic	B-10	5	4/20/04	5.4	4.4

8. Environmental sampling at the Property has also detected other substances in groundwater and soil, as reflected in the following tables, at levels that warrant acknowledgement for public health reasons:

a. In groundwater:

Substance	Sample Location	Date of Most Recent Sampling Event	Concentration at Most Recent Sampling above Std. (µg/L)
Diesel Range Organics	MW-11	8/1/05	58000
	MW-13	8/1/05	300
	MW-15	8/1/05	690

b. In soil:

Substance	Sample Location	Depth In Feet	Date of Sampling Event	Maximum Concentration above Std. (mg/kg)	Standard (mg/kg)
1,2,4-Trimethylbenzene	B-13	7	4/20/04	440	170*
	B-27	8-10	8/2/05	580	
1,3,5-Trimethylbenzene	B-13	7	4/20/04	160	70*
	B-27	8-10	8/2/05	190	

Substance	Sample Location	Depth In Feet	Date of Sampling Event	Maximum Concentration above Std. (mg/kg)	Standard (mg/kg)
Gasoline Range Organics	B-3	4-5	4/20/04	1600	10**
	B-13	7	4/20/04	4100	
	B-27	8-10	8/2/05	3400	
Diesel Range Organics	B-2	4	4/20/04	3900	40**
	B-3	4-5	4/20/04	1700	
	B-11	24	4/20/04	6300	
	B-13	7	4/20/04	1500	
	B-40	3-5	8/2/05	1600	
	MW-15HOVA	0-2	7/25/05	58	

* U.S. Environmental Protection Agency Region IX industrial standard

** DENR Underground Storage Tank standard

9. For purposes of this Agreement DENR relies on Prospective Developer's representations that Prospective Developer's involvement with the Property has been limited to obtaining or commissioning the Environmental Reports, preparing and submitting to DENR a Brownfields Letter of Intent dated January 14, 2005, purchasing the parcels referenced in paragraph 6.j. above and obtaining options to purchase the 108 East Main Street and 139 Depot Street parcels.

10. Prospective Developer has provided DENR with information, or sworn certifications regarding that information on which DENR relies for purposes of this Agreement, sufficient to demonstrate that:

a. Prospective Developer and any parent, subsidiary, or other affiliate has substantially complied with federal and state laws, regulations and rules for protection of the environment, and with the other agreements and requirements cited at N.C.G.S. § 130A-310.32(a)(1);

b. as a result of the implementation of this Agreement, the Property will be

suitable for the uses specified in the Agreement while fully protecting public health and the environment;

c. Prospective Developer's reuse of the Property will produce a public benefit commensurate with the liability protection provided Prospective Developer hereunder;

d. Prospective Developer has or can obtain the financial, managerial and technical means to fully implement this Agreement and assure the safe use of the Property; and

e. Prospective Developer has complied with all applicable procedural requirements.

11. Prospective Developer has paid the \$2,000 fee to seek a brownfields agreement required by N.C.G.S. § 130A-310.39(a)(1). Given that the full cost to DENR and the North Carolina Department of Justice ("DOJ") of all activities related to this Agreement is provided for, there is no need for Prospective Developer and DENR to establish, pursuant to N.C.G.S. 130A-310.39(a)(2), a procedure by which said cost is determined.

IV. BENEFIT TO COMMUNITY

12. The redevelopment of the Property proposed herein would provide the following public benefits:

a. a return to productive use of the Property and elimination of the drawbacks of unoccupied property;

b. a spur to additional community redevelopment, through improved neighborhood appearance and otherwise;

c. approximately 50 jobs;

d. tax revenue for affected jurisdictions;

e. additional retail and office space for the area; and

f. “smart growth” through use of land in an already developed area, which avoids development of land beyond the urban fringe (“greenfields”).

V. WORK TO BE PERFORMED

13. Within thirty (30) days after the effective date of this Agreement, Prospective Developer shall notify DENR that it is ready to effect the abandonment of all groundwater monitoring wells (except MW-1), injection wells, recovery wells, piezometers and other man-made points of groundwater access at the Property in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code. Unless DENR notifies Prospective Developer within ten (10) days of receiving such notification to refrain from such abandonment, Prospective Developer shall effect said abandonment and shall, within thirty (30) days after concluding such abandonment, provide DENR a report setting forth the procedures and results.

14. By way of the Notice of Brownfields Property referenced below in paragraph 19, Prospective Developer shall impose the following land use restrictions under the Act, running with the land, to make the Property suitable for the uses specified in this Agreement while fully protecting public health and the environment. All references to DENR shall be understood to include any successor in function.

a. No use may be made of the Property other than for commercial, retail, office, residential (on floors above ground level, except that the ground floor may also be used residentially in the building denominated “Mill Building” on the plat component of the Notice referenced below in paragraph 19), storage, hotel, public gathering, parking and open space purposes. For purposes of this restriction, the following definitions apply:

i. “Commercial” refers to an enterprise carried on for profit by the owner, lessee or licensee.

ii. "Retail" refers to an activity, the principal use or purpose of which is the sale of goods, products, or merchandise directly to the consumer.

iii. "Office" refers to a use or structure where business or professional services are conducted or rendered.

iv. "Residential" refers to use for a permanent dwelling of a single family, detached, duplex, triplex, quadriplex, attached or multifamily dwelling.

vi. "Storage" refers to the storage of materials other than food or drinking water.

vii. "Hotel" refers to a building or part thereof containing more than four individual rooms for the purpose of providing overnight lodging facilities for reservation, cleaning services, combined utilities and on-site management and reception for paying customers.

viii. "Public Gathering" refers to the congregating of people for meetings or events.

ix. "Open space" refers to open, unobstructed land maintained in a natural or undisturbed character or improved for recreation and used for active or passive recreation, natural resource protection, amenities and/or buffers.

b. Surface water and underground water at the Property may not be used for any purpose without the prior written approval of DENR.

c. Unless compliance with this Land Use Restriction is waived in writing by DENR in advance in regard to particular buildings, no building on the Brownfields Property may be used until mechanical ventilation with outdoor air is provided in compliance with the most

current version of the Mechanical Ventilation section of the Ventilation chapter of the North Carolina State Building Code (“Code”), or another standard approved in writing in advance by DENR. Compliance with the Code shall entail the following, depending upon whether a building sought to be used is existing (subparagraph i.) or new (subparagraph ii.):

i. This subparagraph applies to all buildings on the Property at the time the Notice referenced in paragraph 19 below is recorded, as depicted on the plat component of said Notice.

A. No building may be occupied on the Property unless DENR makes a prior written determination that vapor mitigation measures appropriate for its intended use have been installed. Within thirty (30) days following installation of the appropriate vapor mitigation measures, DENR shall be provided a statement of proper installation, under the seal of a professional engineer licensed in North Carolina, that includes a brief narrative describing the installation, boring logs and well construction details regarding vapor mitigation system installation, as-built vapor mitigation system drawings, and a photographic record of the vapor mitigation measures installed and of all other aspects of the work.

B. A professional engineer licensed in North Carolina shall inspect the mechanical ventilation system and shall document any measures required to bring the system into compliance with the Code.

C. A North Carolina heating, ventilation and air-conditioning contractor shall implement any measures documented by the professional engineer, after which the engineer shall provide DENR a statement under seal that the mechanical ventilation system complies with the Code and as to the measures that were required to achieve compliance.

D. A party certified by the American Association of Balancing

Contractors or the National Environmental Balancing Bureau, other than the professional engineer or heating, ventilation and air-conditioning contractor in question, shall perform testing, adjusting and balancing of the system when any work by the contractor is complete. Within seven (7) days after its issuance, a copy of the Certified Test and Balance Report shall be submitted to DENR.

E. A professional engineer licensed in North Carolina shall provide DENR a statement under seal that all potential entrances for vapors, including without limitation foundation cracks, holes in concrete floors, gaps around pipes and utility lines, major cracks in walls, sumps and floor drains, have been sealed, and that the mechanical ventilation system complies with the Code.

ii. As to buildings constructed on the Property after the effective date of this Agreement, defined as those not depicted on the plat component of the Notice referenced in paragraph 19 below, a professional engineer shall provide DENR a statement under seal that a mechanical ventilation system that complies with the Code has been installed, and as to the details of the installation.

d. No building may be constructed on the Brownfields Property unless a vapor barrier membrane system and any other vapor mitigation measures DENR deems appropriate for the Property's intended use have been approved in writing by DENR prior to installation, then installed to DENR's written satisfaction under the slab-on-grade foundation of the portion of the building to be enclosed. Sheeting designed to prevent vapors from entering the building at least six (6) mils thick, a spray membrane liner system consisting of a material resistant to the substances listed in paragraphs 7 and 8 above, or another vapor barrier system may be proposed. The vapor barrier membrane system shall be sealed around any slab-penetrating vertical pilings,

utility chases and conduits, and sub-slab support structures, and shall be overlapped and sealed so as to minimize air migration pathways. Within thirty (30) days following installation of the vapor barrier system and, if applicable, vapor mitigation measures, DENR shall be provided a statement of proper installation, under the seal of a professional engineer licensed in North Carolina, that includes a brief narrative describing the installation, boring logs and well construction details regarding installation of any vapor mitigation measures, as-built vapor mitigation drawings, and a photographic record of the installation of any vapor barrier sheeting and vapor mitigation measures and of all other aspects of the work.

e. Unless DENR states otherwise in writing, redevelopment of the Property may not be initiated prior to receipt of written approval from DENR of all activities required by this subparagraph 14.e.

i. Any party desiring to initiate redevelopment (“Initiator”) shall submit to DENR a Remedial Action Plan and a Construction Plan. In addition to their other contents, each plan shall include a health and safety component and a schedule.

ii. With regard to excavation, the Remedial Action Plan shall provide for:

A. field testing at the Property for volatile organic compounds (“VOCs”), through an on-site gas chromatograph or soil samples collected and submitted for analysis by U.S. Environmental Protection Agency (“EPA”) Method 8260, to determine planned boundaries for excavation of soil at the Property that is excessively contaminated with tetrachloroethylene;

B. soil field screening for VOCs during said excavation;

C. collection of confirmation soil samples from all side walls and the bottom of each excavated area, and analysis of said soil samples for VOCs by a North

Carolina certified laboratory using the most current version of U.S. EPA Method 8260; and

D. excavation, removal from the Property, and characterization and disposal in accordance with applicable law, of soil at the Property contaminated with the VOC tetrachloroethylene in excess of the currently applicable EPA Region 9 Industrial Preliminary Remediation Goal, 1,300 parts per billion.

iii. With regard to a vapor mitigation system (“VMS”), if proposed for the Property, the Remedial Action Plan shall include:

- A. relevant construction details and analytical results (if any);
- B. the results of any pilot testing to determine the effectiveness of the VMS;
- C. calculations and justification(s) for equipment specification selection, including manufacturer’s information;
- D. an estimate of the time required for mitigation;
- E. a discussion, if applicable, of air quality permitting requirements;
- F. a schedule of sampling which will include start-up and operation and maintenance sampling events; and
- G. the signature and seal of the individual in responsible charge of the design, who must be a professional engineer licensed in North Carolina.

iv. The Construction Plan shall be signed and sealed by a professional engineer licensed in North Carolina and, at a minimum, shall describe:

- A. excavation and grading to be carried out, including areas to be filled;

B. decontamination techniques and site security to be used during construction; and

C. the disposition of any soil excavated incidental to construction that is contaminated with tetrachloroethylene at concentrations less than 1300 ppb.

v. The Initiator shall implement, in the form in which it is approved by DENR, the plans required by this subparagraph 14.e. of the Agreement.

vi. The Initiator shall provide DENR no less than seven (7) days' written notice prior to initiation of any excavation undertaken pursuant to this subparagraph 14.e. of the Agreement.

vii. The Initiator shall submit to DENR, no later than sixty (60) days after implementing the Remedial Action Plan required by this subparagraph 14.e. of the Agreement, a Remedial Action Report documenting implementation of the plan. At a minimum, the report shall include: soil disposal manifests, a site sketch showing the areal extent of contaminated soil removed, a site sketch showing the locations of confirmatory soil samples, laboratory data sheets for the confirmatory soil samples, boring logs and well construction details for VMS wells used for mitigation, VMS system start-up vapor sample analytical data sheets, and as-built drawings of the VMS. The Remedial Action Report shall be signed and sealed by a professional engineer licensed in North Carolina.

viii. The Initiator shall submit to DENR, no later than sixty (60) days after its receipt of each Certificate of Occupancy issued to it regarding the Property, a Construction Report documenting the activities described in the DENR-approved Construction Plan that were undertaken in connection with the building(s) covered by the subject Certificate of Occupancy. Each Construction Report shall be signed and sealed by a professional engineer licensed in North

Carolina and shall include, at a minimum: a copy of the Certificate of Occupancy, well abandonment records, and soil disposal manifests.

ix. The Initiator shall correct, on whatever schedule DENR reasonably mandates, any deficiencies DENR notes regarding the activities and/or reports required by this subparagraph 14.e. of the Agreement. DENR need not await submittal of the required reports to order correction of deficient implementation of the plans required by this subparagraph 14.e. of the Agreement.

f. Unless DENR states otherwise in writing, redevelopment activities at the Property may not be initiated prior to receipt of written approval from DENR of a plan for groundwater monitoring at the Property through sampling and analysis. Any groundwater monitoring plan submitted to DENR shall, at a minimum, require sampling for VOCs, on the same day each year, of the well denominated "MW-1" on the reduced plat attached hereto as Exhibit B; analysis of that and any other sampling at the Property for VOCs by the most current version of EPA Method 8260; written reporting of the analytical findings to DENR within thirty (30) days of sampling; and provisions for replacing said "MW-1" if necessary due to redevelopment activities. On each occasion when the approved plan requires monitoring, the then owner at the time of the portion of the Property containing said "MW-1," and of any other portions of the Property containing points required by the plan to be monitored, shall conduct such monitoring as is required on their portion(s) of the Property. The plan shall be available from DENR and may be amended with DENR's prior written approval. Permission to cease required monitoring may be requested of DENR if sampling pursuant to the plan shows the concentrations of any and all VOCs detected declining for a minimum of three (3) consecutive years.

g. Unless DENR states otherwise in writing, redevelopment activities at the Property may not be initiated prior to receipt of written approval from DENR of a plan for soil gas monitoring through sampling and analysis. The plan may be amended with DENR's prior written approval.

i. At a minimum any soil gas monitoring plan submitted to DENR shall:

A. require installation of a minimum of five soil gas monitoring points, each containing five (5)-foot and twenty (20)-foot depth intervals;

B. require sampling of each depth interval via a dedicated or disposable syringe on the same two days each year, commencing at a specified time interval following issuance of a certificate of occupancy in connection with the Property's redevelopment; immediate transfer of each sample to an unused Tedlar bag; analysis of the samples for VOCs, by the most current version of EPA Method 8260, within twenty-four (24) hours of sample collection;

C. estimate the reduction of soil gas concentrations over time;

D. propose concentrations of the VOC tetrachloroethylene for each soil gas monitoring point above which there may exist an increased risk of exposure to soil gas via indoor air;

E. propose VOC concentrations below which monitoring may cease, should sampling reflect lower VOC levels for a minimum of three (3) consecutive years; and

F. require written reporting of the analytical findings to DENR within thirty (30) days of sampling.

ii. On each occasion when the approved plan requires monitoring, the

then owner of each portion of the Property containing any monitoring points installed pursuant to the plan shall comply with the plan as it pertains to said point(s), unless and until it is established to DENR's written satisfaction that sampling has reflected sufficiently low VOC concentrations for a minimum of three (3) years (see subparagraph 14.g.i.E. above). Permission to cease said compliance may be requested of DENR if sampling of said point(s) pursuant to the plan shows the concentrations of any and all VOCs detected declining for a minimum of three (3) consecutive years. Should any sampling of said point(s) pursuant to the plan reflect a tetrachloroethylene concentration that exceeds the applicable concentration established pursuant to the plan (see subparagraph 14.g.i.D. above), the then owner of the affected portion of the Property shall:

- A. report the exceedance to DENR in writing within seven (7) days after being apprised;
- B. resample the monitoring point(s) on the affected portion of the Property within fourteen (14) days after receiving the findings indicative of an exceedance and report the analytical findings to DENR in writing within fourteen days after resampling;
- C. if resampling confirms the exceedance, increase the frequency of sampling of the monitoring point(s) on the affected portion of the Property to quarterly, on dates subject to DENR approval, for one (1) year or until the concentration decreases, whichever occurs later; and
- D. if resampling confirms the exceedance, within seven (7) days after receiving said confirmation, notify in writing (with a copy to DENR) the owner of any portion of the Property containing a building that the increase has occurred and that it is said owner's duty pursuant to this Land Use Restriction to effect, within thirty (30) days after

notification, testing, adjusting and balancing of the heating, ventilation and air-conditioning system of said building(s) by a person certified by the American Association of Balancing Contractors or the National Environmental Balancing Bureau, and to submit to DENR a copy of the Certified Test and Balance Report within seven (7) days after its issuance.

h. No activities that encounter, expose, remove or use groundwater (for example, installation of water supply wells, fountains, ponds, lakes or swimming pools, or construction or excavation activities that encounter or expose groundwater) may occur on the Property without prior sampling and analysis of groundwater to the written satisfaction of DENR in any areas proposed for such activities, and submittal of the analytical results to DENR. If such results disclose to DENR contamination in excess of North Carolina's groundwater quality standards, the proposed activities may not occur without the prior written approval of DENR on such conditions as DENR imposes, including at a minimum compliance with plans and procedures, approved pursuant to applicable law, to protect public health and the environment during the proposed activities.

i. Soil underlying paved and other impervious surfaces and buildings at the Property, and soil proposed to be exposed in association with any construction on the Property, may not be exposed unless DENR has been given a minimum of ten (10) business days advance written notice and has approved a plan to protect public health and the environment during the activities that would expose such soil. DENR may inspect, and require screening or sampling for contaminants in, the exposed soil. If screening or sampling discloses contamination that DENR determines may pose an unacceptable level of risk to public health or the environment, as much soil as DENR requires shall be removed and disposed of in accordance with applicable law, and any other actions DENR requires to make the Property suitable for the

uses specified in this Agreement shall be taken. If DENR determines that the exposed soil is contaminated at levels that would not pose an unacceptable risk to public health or the environment if capped, DENR may require the soil to be capped, with perpetual maintenance of the cap, to the satisfaction of DENR.

j. Soil, landscaping and contours at the Property may not be disturbed without the prior written approval of DENR, except for mowing and pruning of above-ground vegetation.

k. No basements may be constructed on the Property unless they are, as determined in writing by DENR, vented in conformance with applicable building codes.

l. None of the contaminants known to be present in the environmental media at the Property, including those listed in paragraphs 7 and 8 of this Agreement, may be used or stored at the Property without the prior written approval of DENR, except in *de minimis* amounts for cleaning and other routine housekeeping activities.

m. The Property may not be used for agriculture, grazing, timbering or timber production.

n. The Property may not be used as a playground without the prior written approval of DENR, or for child care centers or schools.

o. No party conducting environmental assessment or remediation at the Property at the direction of, or pursuant to a permit or order issued by, DENR may be denied access to the Property for purposes of conducting such assessment or remediation.

p. During January of each year after the year in which the Notice referenced below in paragraph 19 is recorded, the then current owner of any part of the Property shall submit a notarized Land Use Restrictions Update to DENR certifying that the Notice of Brownfields Property containing these land use restrictions remains recorded at the Rutherford

County Register of Deeds office, and that the land use restrictions are being complied with.

15. The desired result of the above-referenced mitigation and land use restrictions is to make the Property suitable for the uses specified in the Agreement while fully protecting public health and the environment.

16. The guidelines, including parameters, principles and policies within which the desired results are to be accomplished are the Guidelines of the Inactive Hazardous Sites Branch of DENR's Superfund Section, as embodied in their most current version.

17. The consequences of achieving or not achieving the desired results will be that the Property is or is not suitable for the uses specified in the Agreement while fully protecting public health and the environment.

VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

18. Commencing upon the effective date of this Agreement, Prospective Developer agrees to provide to DENR, its authorized officers, employees, representatives, and all other persons performing response actions under DENR oversight, an irrevocable right of access at all reasonable times to the Property pursuant to subparagraph 14.o. above, and to other property controlled by Prospective Developer as required in connection with the performance or oversight of response actions at the Property, under applicable law. DENR agrees to provide reasonable notice to the Prospective Developer of the timing of response actions to be undertaken at the Property. Notwithstanding any provision of this Agreement, DENR retains all of its authorities and rights, including enforcement authorities related thereto, under the Act and any other applicable statute or regulation, including any amendments thereto.

19. DENR has approved, pursuant to N.C.G.S. § 130A-310.35, a Notice of Brownfields Property for the Property containing, inter alia, the land use restrictions set forth in Section V

(Work to Be Performed) of this Agreement and a survey plat of the Property. Pursuant to N.C.G.S. § 130A-310.35(b), within 15 days of the effective date of this Agreement Prospective Developer shall file the Notice of Brownfields Property in the Rutherford County, North Carolina register of deeds' office. Within three days thereafter, Prospective Developer shall furnish DENR a copy of the documentary component of the Notice containing a certification by the register of deeds as to the Book and Page numbers where both the documentary and plat components of the Notice are recorded, and a copy of the plat with notations indicating its recordation.

20. This Agreement shall be attached as Exhibit A to the Notice of Brownfields Property. Subsequent to recordation of said Notice, any deed or other instrument conveying an interest in the Property shall contain the following notice: "The property which is the subject of this instrument is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Rutherford County land records, Book ____, Page ____." A copy of any such instrument shall be sent to the persons listed in Section XV (Notices and Submissions), though financial figures related to the conveyance may be redacted.

21. The Prospective Developer shall ensure that assignees, successors in interest, lessees and sublessees of the Property provide the same access and cooperation required of Prospective Developer under this Agreement. The Prospective Developer shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Section (Access/Notice To Successors In Interest), Section V (Work to be Performed) and Section XI (Parties Bound & Transfer/Assignment Notice) of this Agreement.

VII. DUE CARE/COOPERATION

22. The Prospective Developer shall exercise due care at the Property with respect to regulated substances and shall comply with all applicable local, State, and federal laws and regulations. The Prospective Developer agrees to cooperate fully with any remediation of the Property by DENR and further agrees not to interfere with any such remediation. DENR agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Prospective Developer's operations by any such remediation. In the event the Prospective Developer becomes aware of any action or occurrence which causes or threatens a release of contaminants at or from the Property, the Prospective Developer shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under N.C.G.S. 130A-310.1 and 143-215.84, and Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify DENR of such release or threatened release.

VIII. CERTIFICATION

23. By entering into this agreement, the Prospective Developer certifies that, without DENR approval, it will make no use of the Property that is inconsistent with the uses set forth in Section I of this Agreement or the Land Use Restrictions set forth in paragraph 14 above. Prospective Developer also certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DENR all information known to Prospective Developer and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any regulated substances at the Property and to its qualification for this Agreement, including the requirement that it not have caused or contributed to the contamination at the Property.

IX. DENR'S COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

24. Unless any of the following apply, Prospective Developer shall not be liable to DENR, and DENR covenants not to sue Prospective Developer, for remediation of the Property except as specified in this Agreement:

- a. The Prospective Developer fails to comply with this Agreement.
- b. The activities conducted on the Property by or under the control or direction of the Prospective Developer increase the risk of harm to public health or the environment, in which case Prospective Developer shall be liable for remediation of the areas of the Property, remediation of which is required by this Agreement, to the extent necessary to eliminate such risk of harm to public health or the environment.
- c. A land use restriction set out in the Notice of Brownfields Property required under N.C.G.S. 130A-310.35 is violated while the Prospective Developer owns the Property, in which case the Prospective Developer shall be responsible for remediation of the Property to unrestricted use standards.
- d. The Prospective Developer knowingly or recklessly provided false information that formed a basis for this Agreement or knowingly or recklessly offers false information to demonstrate compliance with this Agreement or fails to disclose relevant information about contamination at the Property.
- e. New information indicates the existence of previously unreported contaminants or an area of previously unreported contamination on or associated with the Property that has not been remediated to unrestricted use standards, unless this Agreement is amended to include any previously unreported contaminants and any additional areas of contamination. If this Agreement sets maximum concentrations for contaminants, and new

information indicates the existence of previously unreported areas of these contaminants, further remediation shall be required only if the areas of previously unreported contaminants raise the risk of the contamination to public health or the environment to a level less protective of public health and the environment than that required by this Agreement.

f. The level of risk to public health or the environment from contaminants is unacceptable at or in the vicinity of the Property due to changes in exposure conditions, including (i) a change in land use that increases the probability of exposure to contaminants at or in the vicinity of the Property or (ii) the failure of remediation to mitigate risks to the extent required to make the Property fully protective of public health and the environment as planned in this Agreement.

g. The Department obtains new information about a contaminant associated with the Property or exposures at or around the Property that raises the risk to public health or the environment associated with the Property beyond an acceptable range and in a manner or to a degree not anticipated in this Agreement.

h. The Prospective Developer fails to file a timely and proper Notice of Brownfields Property under N.C.G.S. 130A-310.35.

25. Except as may be provided herein, DENR reserves its rights against Prospective Developer as to liabilities beyond the scope of the Act, including those regarding petroleum underground storage tanks pursuant to Part 2A, Article 21A of Chapter 143 of the General Statutes.

26. This Agreement does not waive any applicable requirement to obtain a permit, license or certification, or to comply with any and all other applicable law, including the North Carolina Environmental Policy Act, N.C.G.S. § 113A-1, et seq.

X. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

27. In consideration of DENR's Covenant Not To Sue in Section IX of this Agreement and in recognition of the absolute State immunity provided in N.C.G.S. § 130A-310.37(b), the Prospective Developer hereby covenants not to sue and not to assert any claims or causes of action against DENR, its authorized officers, employees, or representatives with respect to any action implementing the Act, including negotiating, entering, monitoring or enforcing this Agreement or the above-referenced Notice of Brownfields Property.

XI. PARTIES BOUND & TRANSFER/ASSIGNMENT NOTICE

28. This Agreement shall apply to and be binding upon DENR, and on the Prospective Developer, its officers, directors, employees, and agents. Each Party's signatory to this Agreement represents that she or he is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the Party for whom she or he signs.

29. No later than fourteen (14) days prior to any transfer or assignment by Prospective Developer of any interest in the Property, Prospective Developer shall provide in writing to DENR the transferee or assignee's name, mailing address, telephone and facsimile numbers, and e-mail address.

XII. DISCLAIMER

30. This Agreement in no way constitutes a finding by DENR as to the risks to public health and the environment which may be posed by regulated substances at the Property, a representation by DENR that the Property is fit for any particular purpose, nor a waiver of Prospective Developer's duty to seek applicable permits or of the provisions of N.C.G.S. § 130A-310.37.

XIII. DOCUMENT RETENTION

31. The Prospective Developer agrees to retain and make available to DENR all business and operating records, contracts, site studies and investigations, and documents relating to operations at the Property, for ten years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. At the end of ten years, the Prospective Developer shall notify DENR of the location of such documents and shall provide DENR with an opportunity to copy any documents at the expense of DENR.

XIV. PAYMENT OF ENFORCEMENT COSTS

32. If the Prospective Developer fails to comply with the terms of this Agreement, including, but not limited to, the provisions of Section V (Work to be Performed), it shall be liable for all litigation and other enforcement costs incurred by DENR to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

33. Unless otherwise required by DENR or a Party notifies the other Party in writing of a change in contact information, all notices and submissions pursuant to this Agreement shall be sent by prepaid first class U.S. mail, as follows:

a. for DENR:

Tracy L. Wahl
N.C. Division of Waste Management
Brownfields Program
401 Oberlin Road, Suite 150
Raleigh, NC 27605

b. for Prospective Developer:

Town of Forest City
Town Manager
P.O. Box 728
Forest City, NC 28043

Notices and submissions sent by prepaid first class U.S. mail shall be effective on the third day following postmarking. Notices and submissions sent by hand or by other means affording written evidence of date of receipt shall be effective on such date.

XVI. EFFECTIVE DATE

34. This Agreement shall become effective on the date the Prospective Developer signs it, after receiving it, signed, from DENR. Prospective Developer shall sign the Agreement within seven (7) days following such receipt.

XVII. TERMINATION OF CERTAIN PROVISIONS

35. If any Party believes that any or all of the obligations under Section VI (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the Party requesting such termination receives written agreement from the other Party to terminate such provision(s).

XVIII. CONTRIBUTION PROTECTION

36. With regard to claims for contribution against Prospective Developer in relation to the subject matter of this Agreement, Prospective Developer is entitled to protection from such claims to the extent provided by N.C.G.S. § 130A-310.37(a)(5)-(6). The subject matter of this Agreement is all remediation taken or to be taken and response costs incurred or to be incurred by DENR or any other person in relation to the Property.

37. The Prospective Developer agrees that, with respect to any suit or claim for contribution brought by it in relation to the subject matter of this Agreement, it will notify DENR in writing no later than 60 days prior to the initiation of such suit or claim.

38. The Prospective Developer also agrees that, with respect to any suit or claim for contribution brought against it in relation to the subject matter of this Agreement, it will notify DENR in writing within 10 days of service of the complaint on it.

XIX. PUBLIC COMMENT

39. This Agreement shall be subject to a public comment period of at least sixty days starting the day after publication of the approved summary of the Notice of Intent to Redevelop a Brownfields Property required by N.C.G.S. § 130A-310.34 in the North Carolina Register, or the day after publication of the same in a newspaper of general circulation serving the area in which the Property is located, whichever occurs later. After expiration of that period, or following a public meeting if DENR holds one pursuant to N.C.G.S. § 130A-310.34(c), DENR may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:
NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
By:

Linda M. Culpepper Date
Deputy Director, Division of Waste Management

IT IS SO AGREED:
Town of Forest City
By:

James Gibson Date
Mayor

[Print](#) | [Close Window](#)

Subject:

From: Barry Bonnett <bonnettb@bellsouth.net>

Date: Wed, Jun 24, 2015 5:08 am

To: mark@concretecrushing.com

Requirements for buildings unsafe for conventional abatement.

1. Building must be condemned by a County official and an engineer. Stating Building is unsafe for workers to enter building.
2. Asbestos abatement Design by a NC Accredited Asbestos Designer. \$2000.00
3. Asbestos Permit cap I think is at 1000.00 but you would have to confirm that at the website permits health hazards control unit.
4. Prior inspection report of the building would have to be obtained for permitting and the design.
5. All building materials would have to be wetted and assumed to contain ACM unless deemed free of suspect asbestos by an accredited inspector.
6. All work would be supervised by an accredited asbestos supervisor. And Track hoe operator or anyone within the regulated area would need to be asbestos accredited by the Health Hazards Control Unit.
7. All waste truck would need to be double 6 mil lined and all waste taken to an approved landfill.

Sent from my iPhone

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Town of Forest City

Request for Qualifications: Florence Mill Redevelopment

Exhibit D: Historic Preservation



North Carolina Department of Natural and Cultural Resources
State Historic Preservation Office
Ramona M. Bartos, Administrator

Governor Roy Cooper
Secretary Susi H. Hamilton

Office of Archives and History
Deputy Secretary Kevin Cherry

January 10, 2020

Drew Harris
Forest City Historic Preservation Commission
128 N. Powell St.
Forest City, NC 28043

RE: Proposed Designation of **Florence Mill, Forest City, Rutherford County.**

Dear Mr. Harris:

Thank you for submitting the report for **Florence Mill, Forest City, Rutherford County.** We have reviewed the information in the report and offer the following comments in accordance with North Carolina General Statute 160A-400.6.

Florence Mill is locally significant for its role as an economic driver of Forest City's industrial economy and, also, for its industrial architecture.

We commend the commission for submitting a report that satisfies the requirements outlined in the HPO's Guidelines. We have shared recommendations with staff to include updated information. Once the report has been updated, we believe the commission and the local governing board will be able to determine whether Florence Mill possesses the requisite special local significance and integrity for local historic landmark designation.

Landmark designation means the community recognizes properties within the historic district are worthy of preservation because of their special significance to the local community. Any substantial changes in design, materials, and appearance to these properties is subject to the design review procedures of the preservation commission.

Thank you for the opportunity to comment on the report. Please note, our comments are advisory only and therefore, non-binding. Once the governing board has received a recommendation from the Forest City Historic Preservation Commission, it should proceed in the same manner as would otherwise be required for an amendment to the zoning ordinance. Once the decision has been made, please return a completed copy of the enclosed form to our office.

This letter serves as our comments on the proposed designation of Florence Mill, Forest City, Rutherford County. Please contact me at 919-814-6583 should you have any questions about our comments.

Location: 109 East Jones Street, Raleigh NC 27601 Mailing Address: 4617 Mail Service Center, Raleigh NC 27699-4617 Telephone/Fax: (919) 814-6570/807-6599

Sincerely,



Ramona M. Bartos, Deputy
State Historic Preservation Officer

CC: Commission Chair

Enclosure



**AN ORDINANCE OF THE BOARD OF COMMISSIONERS
OF THE TOWN OF FOREST CITY, NORTH CAROLINA,
DESIGNATING THE “FLORENCE MILL”, LOCATED AT
209 PARK SQUARE IN FOREST CITY, NORTH
CAROLINA AS A LOCAL HISTORIC LANDMARK
PURSUANT TO NCGS CHAPTER 160A, ARTICLE 19**

WHEREAS, Chapter 160A, Article 19, Part 3C of the North Carolina General Statutes provides for the designation of historic landmarks; and

WHEREAS, the Town of Forest City has created the Forest City Historic Preservation Commission (“the FCFCHP Commission”) as a commission having the authority to exercise, within the planning jurisdiction of the City, the powers and duties conferred by North Carolina General Statutes 160A-400; and

WHEREAS, the Florence Mill is located at 209 Park Square in Forest City, North Carolina, and is identified by Rutherford County Tax number 1642470 (“the Property”); and

WHEREAS, the FCHP Commission initiated a landmark designation report on August 20, 2019, recommending designation of the Property as a historic landmark; and

WHEREAS, as set forth in the Landmark Designation Report, the FCHP Commission has determined that the Property is of special significance in terms of its historical and architectural importance, and possesses integrity of location, setting, feeling, association, design, materials, and workmanship; and

WHEREAS, the State Historic Preservation Office (“SHPO”) of the North Carolina Department of Natural and Cultural Resources has been provided the opportunity to review and comment on the proposed designation and;

WHEREAS, the SHPO reviewed the proposed designation and issued a letter of comment dated 10 January 2020 in which it noted, “Florence Mill is locally significant for its role as an economic driver of Forest City’s industrial economy and, also, for its industrial architecture”; and

WHEREAS, the Forest City Board of Commissioners and Historic Preservation Commission held a duly noticed public hearing on January 27, 2020, with respect to this ordinance and designation of the Property as a historic landmark as contemplated herein; and

WHEREAS, the Forest City Board of Commissioners, having taken into full consideration all statements and information presented at the public hearings and in the Landmark Designation Report, finds that the Property meets all qualifying elements of a historic landmark, particularly, that it is of special significance in terms of its historical and architectural importance, and possesses integrity of location, setting, feeling, association, design, materials, and workmanship; and

WHEREAS, the Forest City Board of Commissioners finds the Property’s preservation should be encouraged and ensured.

THEREFORE, LET IT BE ENACTED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF FOREST CITY, NORTH CAROLINA, AS FOLLOWS:

Section 1. The Town of Forest City hereby designates the Florence Mill located at 209 Park Square in Forest City, North Carolina as a Local Historic Landmark, pursuant to Chapter 160A, Article 19, as amended, of the North Carolina General Statutes. Said property being more particularly described as follows:

A. Boundary Description

The Local Historic Landmark designation boundary consists of Rutherford County tax number 1642470 (3.88 acres), as indicated on the map attached as “Exhibit A.”

B. Designation Parameters

1. Landmark Designation shall apply to the entire exterior and partial interior of the building as indicated on the map attached as “Exhibit B”, with the following character-defining features specifically enumerated:
 - 1.1 1897 Mill and 1916-1918 east second-story addition
 - Low-pitched-gable roof
 - Six-to-one common-bond brick walls
 - Tall segmental-arched window and door openings with triple-header-course-lintels
 - Slightly projecting cast-stone window sills
 - Corbelled southeast stair tower
 - 1.2 Restroom, elevator tower, entrance vestibule, manufacturing, loading dock, and boiler room additions erected from 1916 through the 1950s that project from the north and south elevations
 - Flat roofs
 - Five-to-one common bond brick walls
 - Segmental-arched windows and door openings with tripe-header-course-lintels (1918 stair and restroom towers)
 - Slightly projecting cast-stone window sills
 - Multipane steel sash with hoppers (early 1920s boiler room, mid-twentieth-century entrance vestibule)
 - 1.3 Smokestack, 1897, Contributing Structure
 - Round, 135-foot-tall, freestanding smokestack

- Tapered stack executed in five-to-one common bond

1.4 Interior

- Painted brick walls
- Substantial wood and steel columns, posts, beams, and rafters
- Wood roof decking boards
- Hardwood and concrete floors
- Metal-clad kalamein doors

SECTION 2. No portion of the interior and exterior features of any building, site, structure, area, or object that is designated in this ordinance may be altered, restored, moved, remodeled, or reconstructed so that a change in design, material, or outer appearances occurs unless and until a Certificate of Appropriateness is obtained from the FCHP Commission or its successors; provided however that the FCHP Commission or designee may approve Certificates of Appropriateness for minor works as listed in the Rules of Procedure of the FCHP Commission. The FCHP Commission shall review Certificates of Appropriateness for alterations using *The Secretary of the Interior's Standards for Rehabilitation*.

SECTION 3. No portion of the exterior features of any building, site, structure, or object that is designated in this ordinance may be demolished unless and until a Certificate of Appropriateness is obtained from the FCHP Commission or a period of three hundred and sixty-five (365) days has elapsed following final review by the Commission of a request for demolition (or any longer period of time required by N.C.G.S. 160A-400.14 as it may be amended hereafter); provided, however, that demolition may be denied by the FCHP Commission in the event that the State Historic Preservation Officer determines that the building, site, structure, or object has statewide significance as provided by N.C.G.S. 160A400.14.

SECTION 4. Nothing in this ordinance shall be construed to prevent or delay ordinary maintenance or repair of any architectural feature in or on said landmark that does not involve a change in design, material, or outer appearance thereof, nor to prevent or delay the construction, reconstruction, alteration, restoration, demolition or removal of any such feature when a building inspector or similar official certifies to the Commission that such action is required for the public safety because of an unsafe condition. Nothing herein shall be construed to prevent the owner of the historic landmark from making any use of the historic landmark not prohibited by other statutes, ordinances, or regulations. Owners of locally designated historic landmarks are expected to be familiar with and follow *The Secretary of the Interior's Standards for Rehabilitation* and the Forest City Historic Design Guidelines, the guidelines used by the FCHP Commission to evaluate proposed alterations or additions.

SECTION 5. The FCHP Commission shall have no jurisdiction over the interior features of the property, with the exception of those portions of the interior that are included in the designation parameters as contemplated in this ordinance.

SECTION 6. Town administration and the FCHP Commission are hereby authorized to have posted a suitable sign on the site herein described indicating that said site has been designated a historic landmark by action of the FCHP Commission and the Forest City Board of Commissioners provided, should the owners of the herein described property not consent to the posting of said sign on the described premises, Town administration and the FCHP Commission are hereby authorized to have said sign located on the public right-of-way adjacent to said property.

SECTION 7. All owners of the property hereinabove described, whose identity and addresses can be ascertained by the exercise of due diligence, shall be sent by certified mail a copy of this ordinance.

SECTION 8. Copies of this ordinance shall be filed and indexed in the offices of the Town Clerk, Inspections and Zoning Department, Rutherford County Register of Deeds, and the Rutherford County Tax Administrator, as required by applicable law.

SECTION 9. In the event any building, site, structure, or object designated in this ordinance is demolished in accordance with the ordinances of the Town of Forest City, this ordinance may be repealed.

SECTION 10. Any violation of this ordinance shall be unlawful as by law provided.

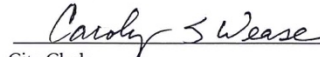
SECTION 11. This ordinance shall be effective on the date of adoption.

**BY THE MAYOR/MAYOR PRO TEMPORE OF THE TOWN OF FOREST CITY,
NORTH CAROLINA**

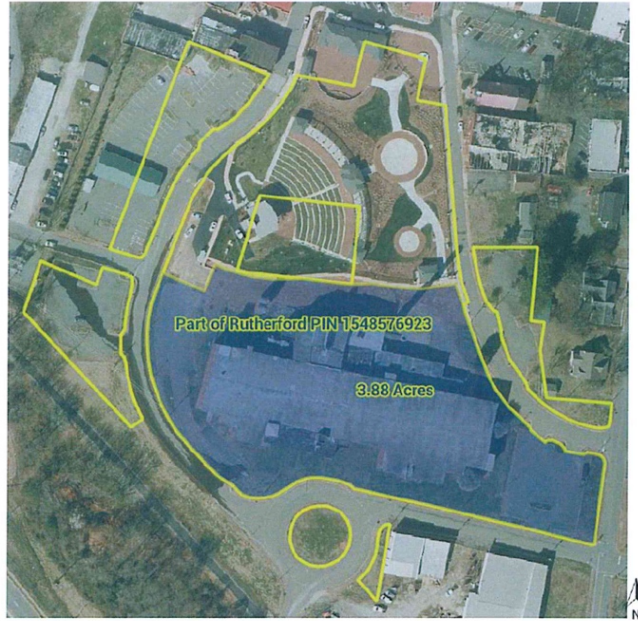


Mayor/Mayor Pro Tempore

ATTEST, BY THE CLERK OF THE TOWN OF FOREST CITY, NORTH CAROLINA:



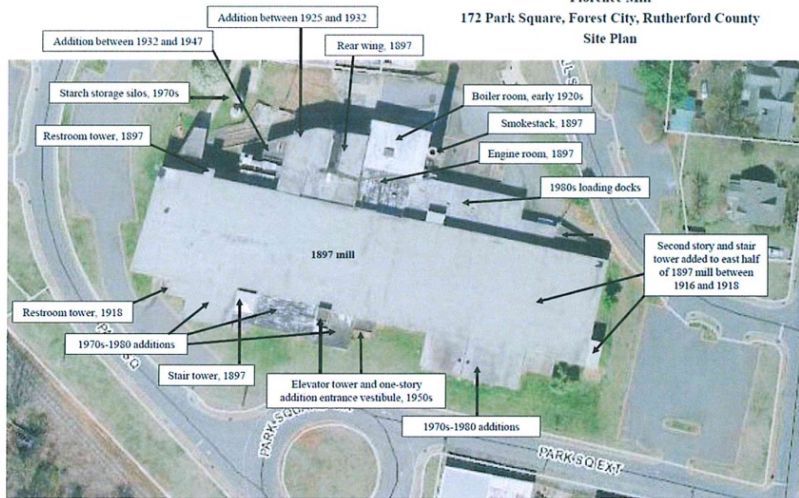
Deputy City Clerk



Base 2015 aerial photograph and existing tax parcel map provided by the Town of Forest City

Exhibit A

Florence Mill
 172 Park Square, Forest City, Rutherford County
 Site Plan



Heather Feambach, Feambach History Services, Inc. / December 2019
 2015 aerial photograph from Rutherford County GIS at <https://rutherfordcounty.connectgis.com/Map.aspx>




Exhibit B

Town of Forest City

Request for Qualifications: Florence Mill Redevelopment

Exhibit E: Registration for National Register of Historic Places



NPS Form 10-900
(Oct. 1990)

**United States Department of the Interior
National Park Service**

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in *How to Complete the National Register of Historic Places Registration Form* (National Register Bulletin 16A). Complete each item by marking "X" in the appropriate box or by entering the information requested. If an item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name Main Street Historic District Boundary Expansion

other names/site number Florence Mill

2. Location

street & number 186 Mill Street N/A not for publication

city or town Forest City N/A vicinity

state North Carolina code NC county Rutherford code 161 zip code 28043

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this nomination request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set for in 36 CFR Part 60. In my opinion, the property meets does not meet the National Register criteria. I recommend that this property be considered significant nationally statewide locally. (See continuation sheet for additional comments.)

Signature of certifying official/Title *Steph Brown SHPD* Date 4/21/04

North Carolina Department of Cultural Resources

State or Federal agency and bureau

In my opinion, the property meets does not meet the National Register criteria. (See Continuation sheet for additional comments.)

Signature of certifying official/Title _____ Date _____

State or Federal agency and bureau _____

4. National Park Service Certification

I hereby certify that the property is:

entered in the National Register. Signature of the Keeper *Edson A Beall* Date of Action 6/9/04

See continuation sheet

determined eligible for the National Register. _____

See continuation sheet

determined not eligible for the National Register. _____

removed from the National Register. _____

other, (explain): _____

Main Street Historic District
Boundary Expansion
Name of Property

Rutherford County, NC
County and State

5. Classification

Ownership of Property (Check as many boxes as apply)	Category of Property (Check only one box)	Number of Resources within Property (Do not include previously listed resources in count.)	
<input checked="" type="checkbox"/> private	<input type="checkbox"/> building(s)	Contributing	Noncontributing
<input type="checkbox"/> public-local	<input checked="" type="checkbox"/> district		
<input type="checkbox"/> public-State	<input type="checkbox"/> site	4	1
<input type="checkbox"/> public-Federal	<input type="checkbox"/> structure	0	0
	<input type="checkbox"/> object	1	4
		0	0
		5	5
			Total

Name of related multiple property listing (Enter "N/A" if property is not part of a multiple property listing.)	Number of Contributing resources previously listed in the National Register
N/A	58

6. Function or Use

Historic Functions (Enter categories from instructions)	Current Functions (Enter categories from instructions)
INDUSTRY: Manufacturing Facility	VACANT: Not in use
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. Description

Architectural Classification (Enter categories from instructions)	Materials (Enter categories from instructions)
Other: Heavy Timber Mill Construction	foundation BRICK
_____	walls BRICK
_____	_____
_____	roof ASPHALT
	other CONCRETE

Narrative Description
(Describe the historic and current condition of the property on one or more continuation sheets.)

Main Street Historic District
Boundary Expansion

Name of Property

Rutherford County, NC

County and State

8. Statement of Significance

Applicable National Register Criteria

(Mark "X" in one or more boxes for the criteria qualifying the property for National Register listing.)

- A** Property is associated with events that have made a significant contribution to the broad patterns of our history.
- B** Property is associated with the lives of persons significant in our past.
- C** Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D** Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "X" in all the boxes that apply.)

Property is:

- A** owned by a religious institution or used for religious purposes.
- B** removed from its original location.
- C** a birthplace or grave.
- D** a cemetery.
- E** a reconstructed building, object, or structure.
- F** a commemorative property
- G** less than 50 years of age or achieved significance within the past 50 years.

Narrative Statement of Significance

(Explain the significance of the property on one or more continuation sheets.)

Areas of Significance

(Enter categories from instructions)

Industry

Period of Significance

1897-1954

Significant Dates

1897

Significant Person

(Complete if Criterion B is marked)

N/A

Cultural Affiliation

N/A

Architect/Builder

Unknown

9. Major Bibliographical References

Bibliography

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS):

- preliminary determination of individual listing (36 CFR 67) has been requested
- previously listed in the National Register
- previously determined eligible by the National Register
- designated a National Historic Landmark
- recorded by Historic American Buildings Survey # _____
- recorded by Historic American Engineering

Primary location of additional data:

- State Historic Preservation Office
- Other State Agency
- Federal Agency
- Local Government
- University
- Other

Name of repository:

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 1

Main Street Historic District Boundary Expansion
Rutherford County, NC

7. Narrative Description

The Main Street Historic District Boundary Expansion is located south of Main Street in Forest City, the largest town in Rutherford County. The boundary expansion, which comprises the five-acre Florence Mill complex, is bounded by the Main Street Historic District to the north, Mill Street to the east, Florence Street to the south and Depot Street to the west. The mill complex includes four contributing buildings, one contributing structure, one noncontributing building and four noncontributing structures situated on a site that slopes down in elevation from the east to the west. Consequently, some of the buildings are built into the grade. The only landscaped section of the property is a small area between the façade of the original mill building and Florence Street. The remainder of the site was paved to facilitate the movement of people and equipment.

The original Florence Mill building (1897) is at the southern end of the property. A few trees, evergreen shrubs and a swath of grass accent the front (south) elevation. A transformer yard and large HVAC unit are centrally located in front of the mill. A flat-roofed metal canopy covers a concrete ramp between the rear (north) elevation of the original mill and a 1922-23 building that served as a warehouse, boiler room and opener room. A wall on the western side of the ramp further shelters the area. Two round metal silos are located west of the wall between the original mill and the 1922-23 warehouse. A paved parking lot is north of the 1897 building. Directly north of the 1922-23 building are a 1941 warehouse at the western edge of the property and a 1976 warehouse to the east. The buildings are linked by a series of concrete ramps and metal canopies. A 1932 warehouse, originally the Hewitt Motor Company, faces Mill Street at the northern edge of the boundary expansion area. A large water storage tank used by the Forest City Fire Department is located adjacent to Mill Street. The concrete base of Pure Oil storage tanks remains near the Mill Street entrance to the complex. A tall chain-link fence separates the mill complex from the rest of Forest City. The Southern Railroad tracks are just south of the complex and Florence Street.

The surrounding area contains a mix of commercial, religious and residential buildings. The Main Street Historic District abuts the northern boundary of the mill property. Buildings adjacent to the Florence Mill complex that are already included in the Main Street Historic District are the 1925 Blanton Hotel, the circa 1925 Forest Dale Laundry

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Building, a 1930s Florence Mill Warehouse, the 1922 First Wesleyan Church and the circa 1920 Morris Baking Company Building. The Florence Mill village was located south and west of the mill complex, but only two mill houses remain. Public housing replaced the mill village south of the railroad tracks.

The following inventory of the Florence Mill complex is arranged in a clockwise fashion beginning with the original mill building.

Florence Mill 1897, 1925, 1970s, 1980s, Contributing Building

The Florence Mill is a rectangular, two-story-on-basement, shallow-pitched and flat-roofed building with a series of additions on the front (south) and rear (north) elevations. The mill, which is approximately 450 feet wide and 125 feet deep, was built into the grade, so that the eastern half appears to have two stories and the western half three. A variance in brick color between the first and second stories of the eastern half of the mill indicates that section of the building was initially one story. The mill was executed in red brick laid in one-to-six common bond with decorative elements such as corbelled cornices and segmental arched window openings with cast-stone sills. All of the windows were removed and the window openings filled in with brick when the mill was air-conditioned in the late 1960s. The monitor-roofed skylight, which originally illuminated the western half of the second story, was removed from the roof of the main building at the same time.

Seventy percent of the façade of the original Florence Mill building is obscured by one and two-story brick Cone Mills additions from the 1970s and 1980s. These additions, constructed primarily to house mechanical equipment, were simply tacked onto the exterior walls of the original building. The main stair tower on the original façade was encompassed in one of the additions and its corbelled Italianate tower shortened to roof level. Three additional stair towers were also incorporated into the new façade. A metal fire escape and exhaust pipe were added to the western end of the façade as part of the Cone Mills improvements.

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The two-story, flat-roofed, brick packer house, boiler house and engine house that extend from the rear of the main building were constructed in 1897. The stepped parapet roof of the packer house, where yarn was spun into packages and put into cardboard cases, is visible above the roofline of the main building. The boiler house and engine house are not as tall. A brick boiler was built in place in the boiler house in the early 1900s. The original round brick smokestack is adjacent to the boiler house. A 1925 two-story, flat-roofed brick addition projects from the west elevation of the packer house and a 1980s one-story, flat-roofed, brick, six-bay loading dock addition extends from the east elevation of the engine house across the rear elevation of the main building.

The interior of the mill retains lacquered maple plank floors, exposed brick walls and heavy timber construction with chamfered wood posts and joists joined by steel gusset plates that supported the heavy machinery on each floor. Most of the production processes occurred in the original building, which housed the carding, spinning, spooling, warping, weaving and dyeing departments. The beamers and warpers were located on the second floor. Beams of yarn were moved through a slasher, which applied starch to the yarn to make it stiffer and stronger to weave. The beams, which were six feet long and three feet in diameter, were stored on stands in the basement. The weave room was on the first floor along with a small café, the mill offices and the supply room.¹ The wood stairs in each stair tower were replaced with steel stairs as the mill was modernized, but the original brick walls are intact under many layers of paint.

Smokestack 1897, Contributing Structure

The original round brick smokestack is located in between the boiler house and the loading dock and rises to a height of 125 feet.

¹ Former Employees of Cone Mills Florence Plant, Interview by the author, 1 March 2004, Forest City.

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Starch Storage Silos Circa 1970s, Noncontributing Structures

Two round metal silos, each with a storage capacity of 57,500 pounds of starch, are located west of the metal canopy and concrete ramp between the original mill and the 1922-23 warehouse. The silos were used to store the starch that was applied to the yarn before fabric was woven.

Warehouse 1922-23, Contributing Building

The warehouse is a two-story, four-part, shallow-pitched and flat-roofed, rectangular building composed of red brick laid in one-to-six common bond and running bond on the first story and a combination of German wood and vinyl siding on the stud walls of the second story. A section of the roof on the east end of the building was raised in the 1990s in order to accommodate new machinery. Three sections of the building functioned as warehouses and one section served as an opener, or picker room, where cotton bales were opened and blended. A boiler room is on the first floor of the easternmost section of the building. Some original equipment remains in the boiler room. An elevator tower located near the center of the southern elevation of the building moved product and machinery to the upper level of the concrete ramp joining the warehouse and the original mill. The warehouse interior retains wide plank floors, brick and wood-sheathed walls and exposed heavy timber construction. Each section of the warehouse is still a large, open space.

Warehouse 1941, Contributing Building

The warehouse is a three-story, flat-roofed, rectangular building executed in red brick laid in one-to-seven common bond. Tiers of metal casement windows with cast-stone lintels and sills illuminate the interior. Wood sliding doors on each level provided for the easy delivery and removal of materials, equipment and product. A brick elevator shaft projects from the east elevation and rises above the roofline. Metal stairs are located adjacent to the elevator shaft. The interior retains wide plank floors, brick walls and

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exposed heavy timber construction. The wood posts were reinforced with steel in the 1970s and 1980s when Cone Mills began using tow motors, as the motors weighed between four and eight thousand pounds.

Warehouse 1932, Contributing Building

This building, located at the northern edge of the mill complex, originally served as a showroom for the Hewitt Motor Company and was converted into a cotton storage warehouse in the 1940s. The one-story-on-basement building was executed in red brick laid in running bond, with a blonde brick, parapeted façade that faces Mill Street. The bowstring roof is supported by steel trusses that rest on interior brick pilasters. A square brick smokestack rises from the rear of the roofline at the party wall with the laundry. All of the large showroom windows on the façade and north and south elevations are filled in with concrete block. The interior is a large, open room with painted brick walls.

Warehouse 1976, Noncontributing Building

A flat-roofed, open, metal canopy supported by pipe columns and a concrete ramp connect the 1941 warehouse to the 1976 warehouse, which is located north of the 1922-23 warehouse and east of the 1941 warehouse. The warehouse is a one-story, flat-roofed, windowless, rectangular building executed in red brick laid in running bond.

Water Storage Tank Circa 1960s, Noncontributing Structure

The Forest City Fire Department stores water in a large, round, metal tank on Cone Mills property adjacent to Mill Street. The tank, with a capacity of 100,000 gallons, was installed when the mill updated its water system in the 1960s. A one-story, shed-roofed, square, windowless, brick building projects from the southeastern side of the tank. A double-leaf door sheltered by a flat-roofed canopy provides access to the building.

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Pure Oil Storage Tank Base Circa 1960s, Noncontributing Structure

A concrete-lined pit and series of semi-circular open concrete supports for oil tanks are located adjacent to Mill Street northeast of the original mill building. The mill started using fuel oil rather than coal in the 1960s.

Summary Statement

The Main Street Historic District Boundary Expansion, consisting of the five-acre Florence Mill complex, is locally significant under Criterion A in the area of industry. The Florence Mill was completed in 1897 and operated continuously until 2001, producing cotton sheeting, flannel, corduroy and denim. Cone Mills acquired ownership of the majority of the company stock by 1940 and the property became known as Cone Mills Florence Plant in 1953. The Florence Mill is significant for its role in the evolution of the textile industry in Rutherford County and the development of Forest City. The period of significance for the Florence Mill begins in 1897, when the main mill building was constructed, and ends in 1954. Even though Florence Mill continued to operate after 1954, this period is not of exceptional significance.

Rutherford County Textile Industry Context

Rutherford County was formed from Tryon County in 1779 and named for Griffith Rutherford, an Indian fighter, member of the Provincial Congress and Revolutionary War general. Rutherfordton, incorporated in 1793, is the county seat. The county's population, isolated by poor roads, consisted primarily of subsistence farmers until the introduction of the textile industry in the late nineteenth century. The powerful Broad and Second Broad Rivers in the southeastern section of the county provided the incentive for local investors to build waterpowered textile mills, and the arrival of the railroad in the county created an outlet for cash crops and accelerated industrial development.²

² Kimberly I. Merkel, *The Historic Architecture of Rutherford County* (Forest City: Rutherford County Arts Council, 1983), 3,4.

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Although plans for railroad lines through Rutherford County were in place before the Civil War, it was not until 1887 that the Wilmington, Charlotte and Rutherford (Seaboard) Railroad reached Forest City and Rutherfordton. The Southern Railroad, which ran from Charleston to Cincinnati and Chicago, soon followed, arriving in Rutherfordton by way of Forest City in 1890. The Cliffside Railroad connected Cliffside Mills on the Second Broad River in the southeastern corner of the county to the Seaboard Railroad by 1907. The Clinchfield, Carolina and Ohio Railroad was completed through the county in 1909, at which time twelve passenger trains stopped in Forest City daily.³

Raleigh Rutherford Haynes and his partner, Simpson B. Tanner, are credited with bringing the modern textile industry to Rutherford County about the same time the first railroad lines arrived.⁴ R. R. Haynes was born to Charles Hodge and Sarah Walker Haynes on June 30, 1851 in the small southeastern Rutherford County farming community of Ferry. He was the fourth of eight children, and the oldest boy. Charles Haynes died at the age of thirty-five, and Raleigh learned how to manage the farm. He spent two years in Union County, South Carolina learning about cotton cultivation. Upon his return to Ferry, Raleigh and four partners opened a sawmill, cotton gin and general store. Raleigh married Amanda Loretta Carpenter of Ferry in 1874 and they had eight children, most of whom later worked in their father's businesses. The family moved to Shelby for two years in 1879, and then returned to Ferry. Amanda became ill and died on February 2, 1890. Raleigh married Miss Litia Kelly, a teacher, several years later. She passed away shortly thereafter. The Haynes family moved to Charlotte for a time for the children to attend school, but soon came back to the mill village of Henrietta, where they lived until Raleigh built a new house in the Cliffside mill village. The family also had a home in Florida called Avondale.⁵

³ Ibid., 20; William B. Bynum, ed., *The Heritage of Rutherford County, Volume I* (Forest City: Genealogical Society of Old Tryon County, Inc., 1984), 27.

⁴ Kimberly I. Merkel, *The Historic Architecture of Rutherford County*, 20-21. Earlier attempts at establishing cotton mills in Rutherford County were short-lived, failing due to a lack of capital and equipment.

⁵ Ina Fortune Haynes, *Raleigh Rutherford Haynes: A History of His Life and Achievements* (Cliffside, 1954), 3, 5, 7-9.

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Simpson B. Tanner was born in Spartanburg County, South Carolina on December 8, 1854. Like R. R. Haynes, Tanner had diverse business interests but focused most of his efforts on the textile industry. He was a corporate officer in all of his joint ventures with Haynes and in later years developed the mills at Spindale with his son, K. S. Tanner.

S. B. Tanner was nationally recognized for his expertise in the manufacture of textiles and was elected president of the American Cotton Growers Association in 1907. The Tanner family lived in Charlotte for many years, but eventually moved to Rutherfordton to be closer to their businesses.⁶

R. R. Haynes began to acquire land in the High Shoals area of the Second Broad River as potential locations for textile mills in 1885. His partners included Simpson B. Tanner, J. S. Spencer and J. M. Scott. Work on the first mill, named Henrietta after Simpson Tanner's mother-in-law, Mrs. Henrietta Spencer, commenced in 1887. When the Henrietta Mill was completed in 1893 it was the largest textile plant in North Carolina. The mill started out with 10,000 spindles and soon increased to 28,000. The second Henrietta Mill, with 48,000 spindles, was constructed in the nearby community of Caroleen in 1896.⁷

Haynes and his partners financed the construction of the Florence Mill in Forest City in 1897, but Haynes sold his interest in the mill soon after completion of the new building to concentrate on other endeavors. Florence Mill continued to be an extremely significant force in the growth and development of Forest City, as evidenced by the fact that Forest City tripled in population after the mill and railroads came – growing from a small community of 419 residents in 1890 to a booming town of 1592 residents in 1910. Haynes began purchasing property along the Second Broad River for a new mill, Cliffside, or Haynes Plant No. 1, in 1899. The mill, completed in 1902, was one of the

⁶ Clarence W. Griffin, *The History of Old Tryon and Rutherford Counties, 1730-1936* (Spartanburg, South Carolina: The Reprint Company, 1977), 598-599.

⁷ *Ibid.*, 595; W.E. Christian, "Life Story of Late Raleigh Rutherford Haynes," *The Charlotte Observer*, March 11, 1917; Ina Fortune Haynes, *Raleigh Rutherford Haynes*, 11.

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last waterpowered mills in Rutherford County and the largest gingham mill in the southern states at the time of its construction.⁸

The development of textile mills in Rutherford County created not only jobs, but entire communities, as small self-sufficient villages evolved to sustain mill workers and their families. Villages containing homes, schools, churches and company stores were built adjacent to the mills and soon boasted sizable populations. Most mill workers brought the habits and accoutrements of life on the farm to their new setting. Southern mill village design thus allowed for enough room for small gardens and livestock pens behind the company houses. This practice provided sustenance for the families in addition to some extra income from the sale of any surplus commodities.⁹

The Haynes family continued to develop new mill properties and contribute to the growth of southeastern Rutherford County after R. R. Haynes died in St. Petersburg, Florida in 1917. Charles H. Haynes opened Haynes Plant No. 2 in Avondale in 1917 and financed the construction of the first modern school building in Rutherford County, an impressive brick Classical Revival-style edifice, at Cliffside in 1921. Haynes' former partner Simpson B. Tanner also continued to influence the development of the textile industry in Rutherford County through the establishment of the mill group at Spindale in 1916.¹⁰

The relationship between R. R. Haynes and the Cone family began in the 1880s when the Cone brothers, Moses and Ceasar, sold wholesale groceries to Haynes' general store in Ferry. Cone Export and Commission Company, established in 1891 to market the fabric of southern textile companies, was later a selling agent for Cliffside Mills. The Cone Brothers created Proximity Manufacturing Company in Greensboro in 1895 to weave

⁸ Griffin, *The History of Old Tryon and Rutherford Counties*, 596-597.

⁹ Jacquelyn Dowd Hall, James Leloudis, Robert Korstad, Mary Murphy, Lu Ann Jones and Christopher B. Daly, *Like a Family: The Making of the Southern Cotton Mill World* (New York: W.W. Norton and Company, 1987), 114-115.

¹⁰ Ina Fortune Haynes, *Raleigh Rutherford Haynes*, 21; Griffin, *The History of Old Tryon and Rutherford Counties*, 596.

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denim in close proximity to cotton fields, gins, warehouses and railroad lines. In 1898 the Cones introduced a very finely woven flannel, produced by their Revolution Cotton Mills. Proximity Print Works opened in 1912 and manufactured multicolored printed fabrics.¹¹

Cone Mills began producing denim for Levi Strauss & Co. in 1915 and remains the exclusive supplier for denim used in Levi's 501 jeans worldwide. Cone Mills became the first company to utilize dyes other than indigo to create denim in colors other than blue in 1917. Continuing changes in the textile industry resulted in the consolidation of small textile companies into large umbrella corporations. In 1927 Cone Mills bought two of Rutherford County mills built by Raleigh Rutherford Haynes – Cliffside Mill and Haynes Mill. The Martel Company purchased the Henrietta and Caroleen Mills in 1928, and was subsequently bought out by Cone Mills.¹²

As the mechanization of the textile industry resulted in the loss of jobs, decreased pay and poor working conditions, unions found more support in mill employees. Mill workers across the South participated in the General Textile Strike of 1934, which closed down all but two Rutherford County textile mills. Increased production associated with World War II resulted in some resurgence for the southern textile industry, but did not provide the impetus to save many small companies.¹³

Cone Mills acquired ownership of the majority of Florence Mill's company stock by 1940 and the property became known as Cone Mills Florence Plant in 1953. Cone Mills continued to be a pioneer in the American textile industry, becoming the first company to

¹¹ Alex Coffin, "The Cone Family," *The North Carolina Century: Tar Heels Who Made a Difference, 1900-2000* (Charlotte: Levine Museum of the New South, 2002), 133; Ina Fortune Haynes, *Raleigh Rutherford Haynes*, 25.

¹² *A Century of Excellence: The History of Cone Mills, 1891 to 1991* (Greensboro: Cone Mills Corporation, 1991), 25-26.

¹³ Hall et. al, *Like a Family*, 202-208; William B. Bynum, ed., *The Heritage of Rutherford County, Volume I*, xxv.

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manufacture and market stretch denim in 1962, develop permanent press fabrics in 1964 and introduce bleached denim in 1969. The economic impact of Cone Mills remains significant in Rutherford County, even with recent layoffs. The anticipated buyout of Cone Mills by financier Wilbur Ross will consolidate Cone Mills and Burlington Industries.¹⁴

Florence Mill is one of several extant late-nineteenth-century textile mill complexes in Rutherford County. The mid-nineteenth-century Cleghorn Mill in Rutherfordton was expanded in 1895 and at several times in the twentieth century. A mill village composed of one-story gabled cottages and bungalows is north and east of the brick mill. The 1896 Caroleen Cotton Mill is a two-story brick building with arched windows and a tower, very much in keeping with the original appearance of the Florence Mill. A small depot and many of the one-story, board-and-batten mill houses remain. Although the 1893 Henrietta Mill No. 1 was razed in the late twentieth century, the Haynes Brick Store and quite a few two-story, frame duplexes survive in the community of Henrietta. The 1902 Cliffside Mill complex consists of a most impressive, original four-story brick mill characterized by arched windows and a six-story stair tower, and later mill buildings that line the river. Most of the worker housing and community buildings were razed in the 1960s and 1970s.¹⁵

Florence Mill History

Raleigh Rutherford Haynes, S. B. Tanner, Dr. T. B. Lovelace and S. O. Smith of Rutherford County, and B. D. Heath, a banker from Mecklenburg County, purchased the Forest City Cotton Mill in 1892. The 1896 *Branson's North Carolina Business Directory* lists R. R. Haynes as president of Florence Mill and S. B. Tanner as treasurer. The

¹⁴ *A Century of Excellence: The History of Cone Mills*, 27, 37; "Cone Mills Lands Bankruptcy Financing," *The Business Journal of the Greater Triad Area*, December 15, 2003.

¹⁵ Catherine W. Bishir, Michael T. Southern and Jennifer F. Martin, *A Guide to the Historic Architecture of Western North Carolina* (Chapel Hill: University of North Carolina Press, 1999), 176-179.

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capital stock of the mill was valued at \$40,000. Fifty employees used five bales of raw material daily to produce 2,000 pounds of yarn.¹⁶

The operation soon outgrew the 1885 building in which it was housed, so the partners razed the existing mill and erected a new building in 1897. G. Kelly Moore, later a foreman at Cliffside, supervised the construction of the new mill, which was named after Haynes' eldest daughter. Florence Mill was one of the first mills that did not rely on waterpower, and with 12,000 spindles, 200 Draper looms and 200 Lowell looms was regarded as an extremely ambitious undertaking for that time.¹⁷

Haynes sold his interest in Florence Mill to concentrate on the construction of the Cliffside Mill. A May 1902 article in *The Weekly Times*, a short-lived Forest City newspaper, lists J. S. Spencer as the president of Florence Mill, S. B. Tanner as the secretary and treasurer and E. J. Barnett as the superintendent. The mill is described as being "100 feet wide and 400 feet in length, and three stories high, except the weave room, which is only one story." Florence Mill employed 350 people at that time under the supervision of M. D. Harris, L. H. Hughes and C. L. Leever. G. C. Head was the machinist at the mill.¹⁸

The Florence Mill Store, located at 101 East Main Street, was also featured in the 1902 article. C. R. Simmons managed the store and W. W. Poole was the bookkeeper. *The North Carolina Yearbook and Business Directory* listed the Florence Mill Store under the heading of "General Merchandise" in 1905 and reported that the establishment sold books, boots, shoes, furniture, clothes, dry goods, notions and groceries in 1910.¹⁹

¹⁶ "History of Florence Goes Back to 1892," *The Burnt Chimney Centennial* (Forest City: n.p., 1977), 55; Levi Branson, *Branson's North Carolina Business Directory* (Raleigh: n.p., 1896), 557.

¹⁷ "History of Florence Goes Back to 1892," 55.

¹⁸ Clarence W. Griffin, *Essays on North Carolina History* (Forest City: Forest City Courier, 1951), 160.

¹⁹ *Ibid*; *The North Carolina Yearbook and Business Directory* (Raleigh: The News and Observer, 1905, 1910), 523, 421.

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White cotton sheeting was the initial product of the Florence Mill, but the addition of 7,920 spindles and 354 Draper looms allowed for the production of fancy cotton flannels as well. M. E. Dorsey started the conversion from steam to electric power at the mill in the fall of 1915.

The Forest City *Courier* frequently reported news associated with Florence Mill during the 1920s. A May 15, 1920 article in the Forest City *Courier* announced an upcoming meeting at Florence Mill to discuss the welfare of the children in Rutherford County's mill villages. The objective of the meeting was to ascertain methods of occupying children too young to work in the mills during the summer months.²⁰ A June 10, 1920 article announced that the Florence Mill band, sponsored by the mill management, had performances scheduled in Waynesville and Shelby. The November 16, 1922 annual meeting of stockholders for Florence Mills included A. J. Cunnock of New York, president; Morris Hadley of New York; and S. S. Widger of Boston. On December 14, 1922 the paper related that new pickers and warpers were installed in the Florence Mill, with other new machinery expected soon. Superintendent N. H. Welsh used the newspaper to announce on December 24, 1924 that full-time night work at the Florence Mill would resume on January 5, 1925.²¹

Florence Mills expanded its operation with the purchase of the American Spinning Company of Greenville, South Carolina in 1926. The Forest City mill did not close during the General Textile Strike of 1934—the National Guard stood outside to keep the peace and protect mill workers. A modernization campaign began at the Florence Mill in

²⁰ "History of Florence Goes Back to 1892," 55-56; "Important Meeting at Florence Mill May 21, To Discuss Child Welfare. State Speaker To Be Here," *The Courier*, May 15, 1920.

²¹ "The Florence Mill Band is Working Good," *The Courier*, June 10, 1920; "Annual Meeting of Stockholders for Florence Mills, From Out of Town," *The Courier*, November 16, 1922; "Florence Mills News," *The Courier*, December 14, 1922; "Florence Mills News," *The Courier*, December 24, 1924.

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1934 and continued until 1947, during which time \$625,000 was spent on new machinery, equipment and buildings.²²

During World War II, seventy-five percent of the total production of the Florence Mill was directed at the war effort. The mill manufactured bag sheeting and flannels for veterans hospitals, the Red Cross and other government contracts. Company employees participated in a payroll deduction plan to contribute to the purchase of war bonds. The only time Florence Mill ever shut down in the middle of a shift was the day World War II ended.²³

Cone Mills started purchasing stock in Florence Mills in 1935 and by 1940 owned 100 percent of the outstanding stock. The Florence Mills Charter was liquidated on January 1, 1953 and consolidated into the Cone Mills Corporation.²⁴ Cone Mills continued to utilize the mill complex until 2001, when they closed the plant and moved the equipment to their Henrietta plant. The Florence Mill property is now a candidate for a mixed-use revitalization plan that would provide housing, restaurants, shopping, a textile museum and an entertainment venue for Forest City.²⁵

²² "History of Florence Goes Back to 1892," 55; Bynum, ed., *The Heritage of Rutherford County*, xxv.

²³ Clarence R. Griffin, *History of Rutherford County, 1937-1951* (Asheville: The Inland Press, 1952), 29, 77, 86; Former Employees of Cone Mills Florence Plant, Interview by the author, 1 March 2004, Forest City.

²⁴ "History of Florence Goes Back to 1892," 55.

²⁵ Jeremy Fisher, "Town Expands Commerce, Infrastructure," *The Digital Courier*, December 27, 2003.

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Main Street Historic District
Boundary Expansion
Name of Property

Rutherford County, NC
County and State

10. Geographical Data

Acreage of Property Approximately 5 acres

UTM References

(Place additional UTM references on a continuation sheet.)

1	<u>17</u>	<u>421320</u>	<u>3910050</u>	3	<u>17</u>	<u>421440</u>	<u>3909900</u>
	Zone	Easting	Northing		Zone	Easting	Northing
2	<u>17</u>	<u>421420</u>	<u>3910020</u>	4	<u>17</u>	<u>421280</u>	<u>3909920</u>

See continuation sheet

Verbal Boundary Description

(Describe the boundaries of the property on a continuation sheet.)

Boundary Justification

(Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By

name/title Heather Fearnbach
organization Edwards-Pitman Environmental, Inc. date 1/28/2004
street & number 3334 Nottingham Road telephone 336-768-6551
city or town Winston-Salem state NC zip code 27104

Additional Documentation

Submit the following items with the completed form:

Continuation Sheets

Maps

A **USGS map** (7.5 or 15 minute series) indicating the property's location

A **Sketch map** for historic districts and properties having large acreage or numerous resources.

Photographs

Representative **black and white photographs** of the property.

Additional items

(Check with the SHPO or FPO for any additional items.)

Property Owner

(Complete this item at the request of SHPO or FPO.)

name Cone Mills Corporation Florence Plant
street & number 804 Green Valley Road, Suite 300; P.O. Box 26540 telephone 336-379-6220
city or town Greensboro state NC zip code 27415-6540

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listing. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 *et seq.*)

Estimated Burden Statement: Public reporting burden for this form is estimated to average 18.1 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P. O. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reductions Projects (1024-0018), Washington, DC 20303.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 9,10 Page 17 Main Street Historic District Boundary Expansion
Photos Rutherford County, NC

Rutherford County Deeds, Office of the Register of Deeds, Rutherford County
Courthouse, Rutherfordton, North Carolina.

10. Geographical Data

Verbal Boundary Description

The Main Street Historic District Boundary Expansion includes the five-acre Rutherford County tax parcel # 431844, as indicated on the enclosed tax map (scale 1"=200').

Boundary Justification

The Main Street Historic District Boundary Expansion contains the buildings and property historically associated with the Florence Mill.

Photograph Catalog

All photos by Heather Fearnbach of Edwards-Pitman Environmental, Inc., on December 18, 2003. Negatives located at the North Carolina HPO.

1. Façade – Original Mill Building
2. Detail of Façade – Original Mill Building
3. Southeast Corner – Original Mill Building
4. Interior – First Floor Original Mill Building
5. Interior Detail – Second Floor Original Mill Building
6. 1932 Warehouse
7. 1941 Warehouse
8. 1976 Warehouse

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES
EVALUATION/RETURN SHEET

REQUESTED ACTION: NOMINATION

PROPERTY NAME: Main Street Historic District (Boundary Expansion)

MULTIPLE NAME:

STATE & COUNTY: NORTH CAROLINA, Rutherford

DATE RECEIVED: 4/29/04 DATE OF PENDING LIST: 5/12/04
DATE OF 16TH DAY: 5/27/04 DATE OF 45TH DAY: 6/12/04
DATE OF WEEKLY LIST:

REFERENCE NUMBER: 04000585

REASONS FOR REVIEW:

APPEAL: N DATA PROBLEM: N LANDSCAPE: N LESS THAN 50 YEARS: N
OTHER: N PDIL: N PERIOD: N PROGRAM UNAPPROVED: N
REQUEST: N SAMPLE: N SLR DRAFT: N NATIONAL: N

COMMENT WAIVER: N

ACCEPT RETURN REJECT 6/9/04 DATE

ABSTRACT/SUMMARY COMMENTS:

Entered in the
National Register

RECOM./CRITERIA _____

REVIEWER _____ DISCIPLINE _____

TELEPHONE _____ DATE _____

DOCUMENTATION see attached comments Y/N see attached SLR Y/N

If a nomination is returned to the nominating authority, the nomination is no longer under consideration by the NPS.



28
Main Street Historic District Boundary Expansion
Florence Mill-Facade - Original Mill Building
186 Mill St.
Forest City, Rutherford County
Photographer: Heather Fearnbach
12/18/03 (negative #28 located in North Carolina HPO)

1



Main Street Historic District Boundary Expansion
Florence Mill - Detail of Facade - Southeast Corner
186 Mill St. Original Mill Bldg.

Forest City, Rutherford County
Photographer: Heather Fearnbach

12/18/03 (negative #27 located in NCHPO)

2



Main Street Historic District Boundary Expansion
Florence Mill - Detail of Facade - Original Mill Bldg.

186 Mill St.

Forest City, Rutherford County

Photographer: Heather Fearnbach

12/18/03 (negative #30 sealed in NCHPO)

3



Main Street Historic District Boundary Expansion

Florence Mill - 1932 Warehouse

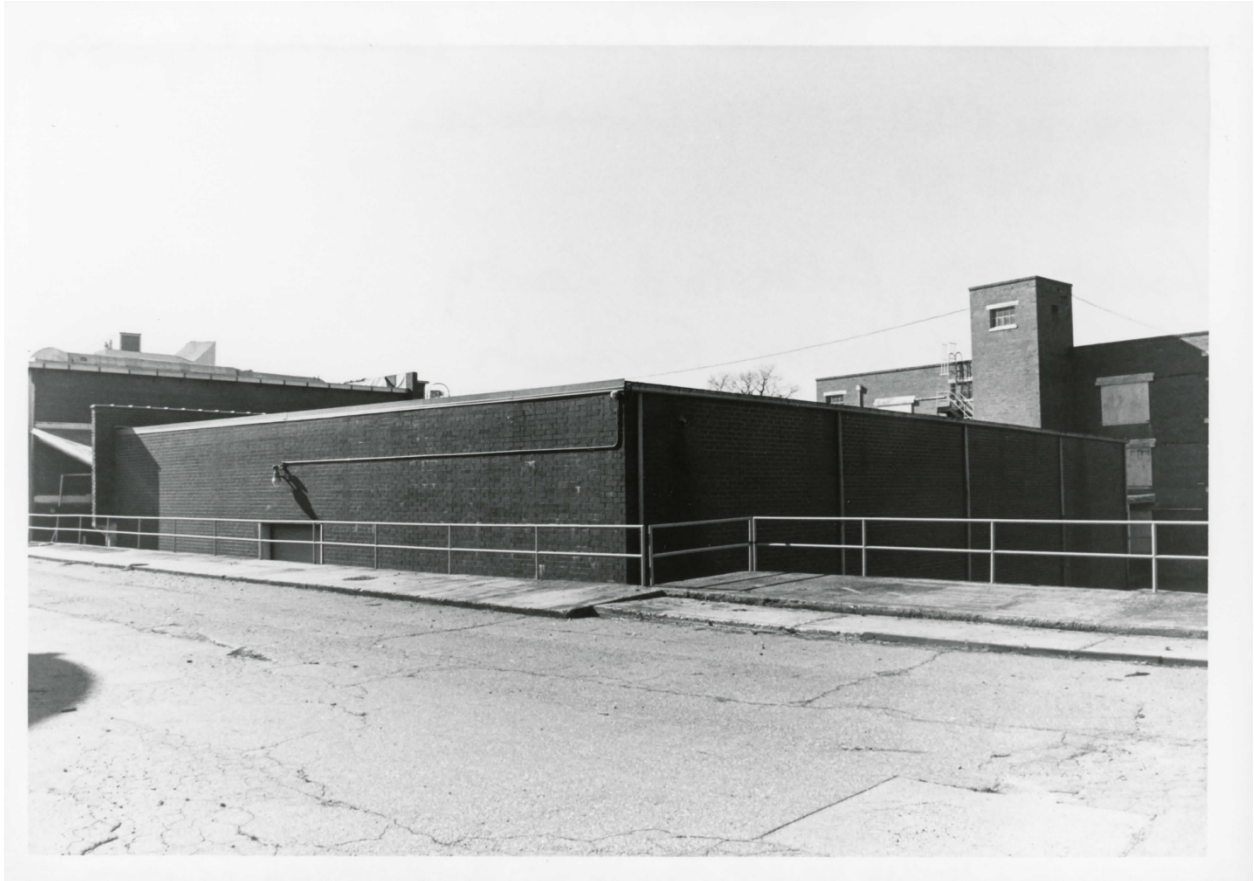
186 Mill St.

Forest City, Rutherford County

Photographer: Heather Fearnbach

12/18/03 (negative #18 located in NCHPO)

4



Main Street Historic District Boundary Expansion
Florence Mill - 1976 Warehouse
186 Mill St.

Forest City, Rutherford County

Photographer: Heather Fearnbach

12/18/03 (negative #23 located in WCHPO)

5



Main Street Historic District Boundary Expansion

Florence Mill - 1941 Warehouse

186 Mill St.

Forest City, Rutherford County

Photographer: Heather Fearnbach

12/18/03 (negative^{#21} located in NCHPO)

6



Main Street Historic District Boundary Expansion
Florence Mill - Interior Detail - 2nd Floor Original
186 Mill St. Bldg.

Forest City, Lutherford County

Photographer: Heather Fearnbach

12/18/03 (negative #6 located in NCHPO)

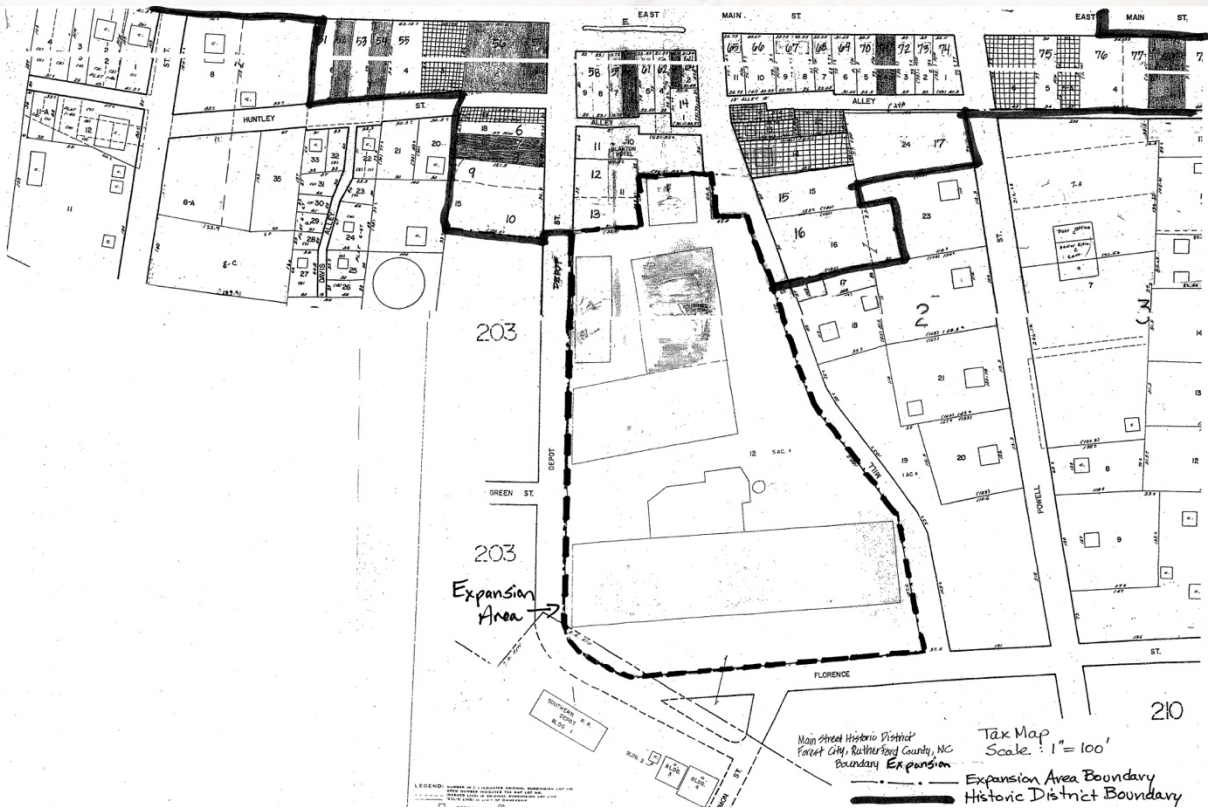
7

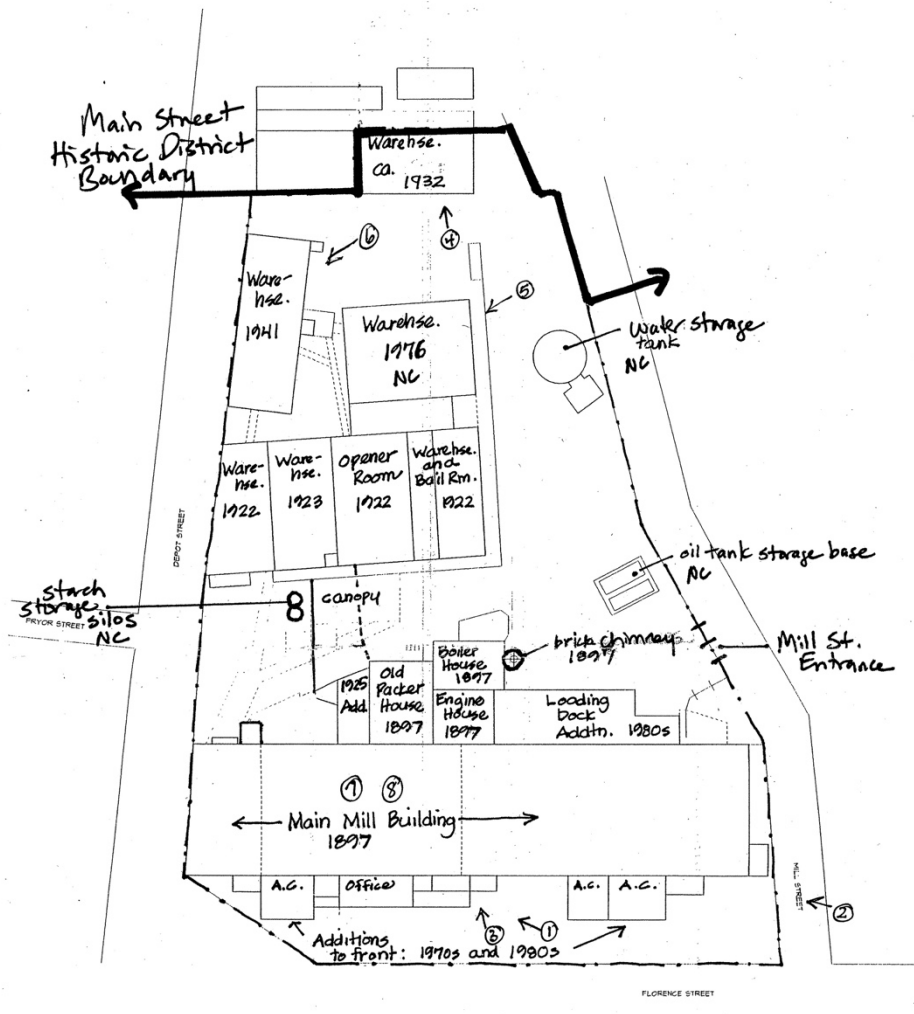


Main Street Historic District Boundary Expansion
Florence Mill - Interior - 1st Floor Original Bldg.
186 Mill St.

Forest City, Rutherford County
Photographer: Heather Fearnbach

12/18/03 (negative # 3 located in NCHPO)
8





Main Street Historic District Boundary Expansion

Florence Mill
 Forest City, North Carolina
 Rutherford County

- Sketch Map
- - - Boundary Expansion
 - Historic District Boundary
 - NC = Noncontributing
 - ← ① Photo View

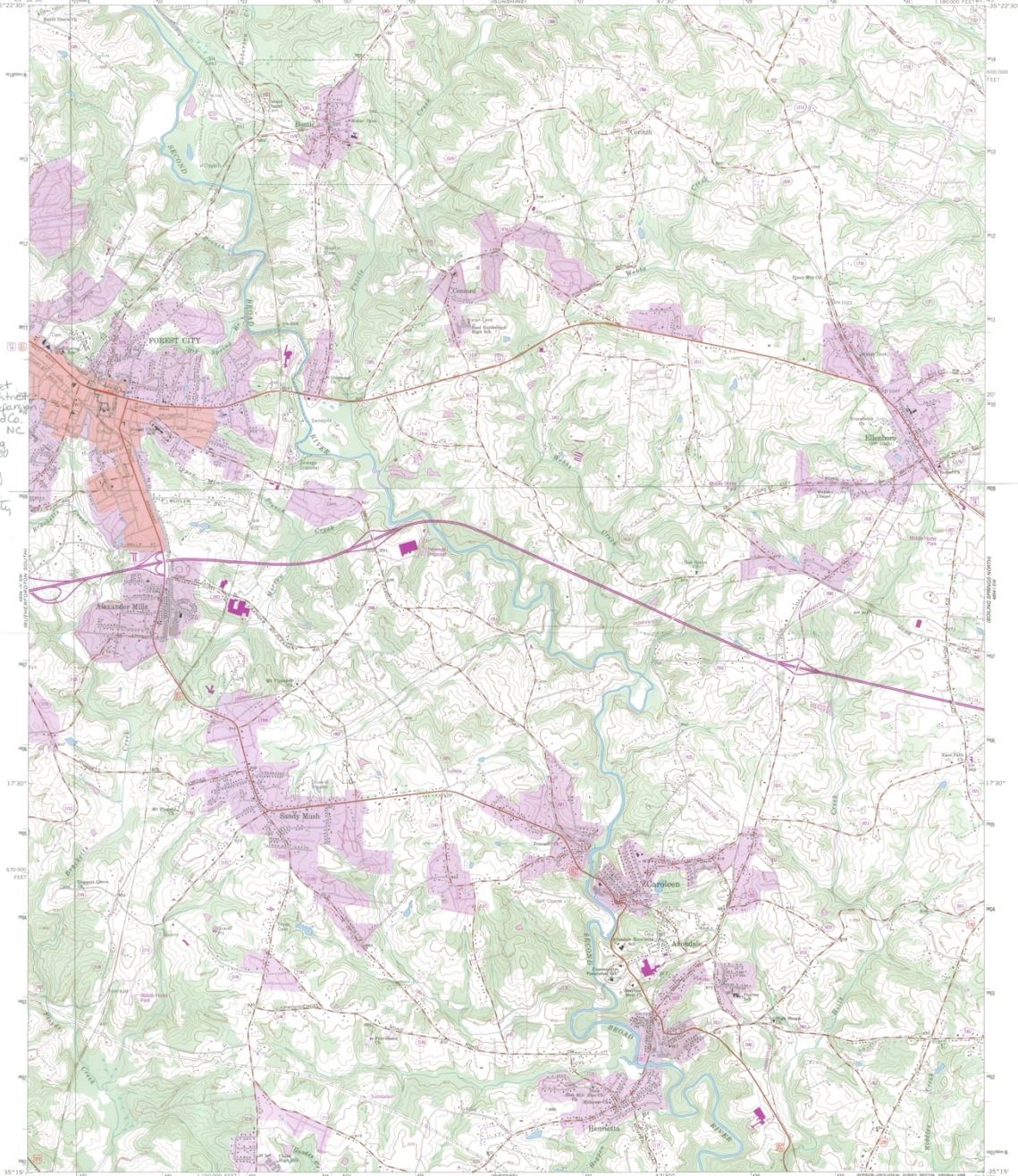
Scale 1" = 125'

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT, HEALTH
AND NATURAL RESOURCES
RALEIGH, NORTH CAROLINA

FOREST CITY QUADRANGLE
NORTH CAROLINA - RUTHERFORD CO.
7.5 MINUTE SERIES (TOPOGRAPHIC)

Main Street
Historic District
Boundary Papers
Rutherford Co.
Zone 17 N.C.
① Northing
3099928
Easting
421970
Forest City,
Quad



Produced by the United States Geological Survey
Compiled by photogrammetric methods from imagery dated 1963
Field checked 1966
North American Datum of 1927 (NAD 27). Projection and
25,000-foot ticks: North Carolina coordinate system
Sanbert conformal cone
Blue 100-meter Universal Transverse Mercator ticks, zone 17
North American Datum of 1983 (NAD 83) is shown by dashed
corner ticks. The values of the shift between NAD 27 and NAD 83
for 7.5-minute intersections are obtainable from National Geodetic
Survey (NADCON) software.



SCALE 1:24,000
CONTOUR INTERVAL 20 FEET
NATIONAL GEODETIC SURVEY, BUREAU OF TOPOGRAPHY

Main Street Historic District
boundary to boundaries
THIS MAP COMPLETES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U.S. GEOLOGICAL SURVEY
DENVER, COLORADO 80226, OR RESTON, VIRGINIA 20192
A FOLDER BEARING THIS MAP AND SYMBOLS IS AVAILABLE ON REQUEST

ROAD CLASSIFICATION
Primary highway, hard surface
Secondary highway, hard surface
Light-duty road, hard or improved surface
Unimproved road
Interstate Route
U. S. Route
State Route

QUADRANGLE LOCATION
Restions shown in purple compiled in cooperation with
North Carolina Department of Environment, Health and
Natural Resources from imagery dated 1993 and other sources
Map dated 1996.
Information shown in purple may not meet USGS content
standards and may conflict with previously mapped contours.

FOREST CITY, NC
35081-C1-7F-024
1993
DMA AREA #V 26-08822 1942



END OF RFQ