AGENDA
City of Lenoir
City Council Meeting
905 West Ave. NW, Lenoir, NC 28645
Tuesday, July 28, 2026 | 6:00 PM

I. Call to Order

A. Moment of Silence & Pledge of Allegiance

B. Recognition; Code Compliance Officer, Matt Bolick to be recognized for completing the Certified Zoning Official (CZO) through the North Carolina School of Government.

II. Matters Scheduled for Public Hearings

A. Ordinance amendments: Flood Damage Prevention; Second Reading; The Emergency Management Division of the NC Department of Public Safety re-issued the Non-Coastal model flood damage prevention ordinance in March 2026 with more details, more compliance with FEMA/National Flood Insurance Program, and stronger enforcement mechanisms. Staff recommends the consideration of the ordinance amendments relating to Chapter 9 (Flood Damage Prevention) of the Lenoir Code of Ordinances, as submitted.

B. Special Use Permit SUP 1-26: 208 Polychem Court; A quasi-judicial hearing will be held to consider a request to construct a 145-foot monopole wireless communication tower and associated ground equipment on a 2500 square foot leased easement area of the subject property with the following (8) conditions:

1. Approval of this special use permit request is only valid for the development of the proposed communications tower as shown on the submitted plans. Future modifications to allow for the co-location of additional service providers are allowed, provided such modifications do not increase the height of the tower, or change the design of the tower to anything other than a monopole design.
2. The applicant must maintain the minimum liability coverage required by Sec. 910.2 in full force and effect until such time as all above-ground portions of the facility have been removed and all other conditions of the Maintenance & Removal Agreement have been satisfied.
3. All above-ground portions of the communication tower must be removed within 90 days of the cessation of operations, or the facility may be removed by the City as provided in the applicant's Maintenance/Removal Agreement by the City. The costs of removal will be recovered from the applicant's bond or other security.
4. The applicant shall continue the $10,000 bond or other security until such time as the facility has been removed and all other requirements of its Maintenance/Removal Agreement have been satisfied.
5. No advertising logo is permitted on the tower.
6. The facility must remain an unmanned facility, with occasional on-site checks for operational purposes by staff.

7. Valid permits must be obtained for this project and all construction must meet the requirements of the City of Lenoir Code of Ordinances, the North Carolina State Building Code, the North Carolina State Fire Code, and any other federal, state, or local regulation that applies.
8. If a building permit has not been issued within 24 months of the adoption of the Special Use Permit, the approval shall be considered null and void.

III. Consent Agenda Items

A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, June 16, 2026, as submitted.

B. Minutes: Approval of the Committee of the Whole minutes of the meeting of Tuesday, June 23, 2026, as submitted.

C. Lenoir Fire Department Foundation Stabilization Project Design-Build Vendor Selection: Following a thorough review and evaluation of each State of Qualifications (SOQ), staff recommends entering into contract negotiations with GeoSpecialties LLC to provide Design-Build services for the Lenoir Fire Department Foundation Stabilization Project. GeoSpecialties LLC qualification package demonstrated the firm's experience with the design-build project delivery method, an experienced team with members offering specific, pertinent areas of expertise, a thorough understanding of the project scope, and a suitable approach to project management and adequate quality control programs necessary to perform the work in a responsible manner. GeoSpecialties is appropriately licensed and insured, has financial capability to undertake the project, and is in good legal standing, as submitted.

IV. Requests and Petitions of Citizens

V. Reports and Boards and Commissions

VI. Reports and Recommendations of the City Manager

A. Items of Information

1. August Calendar: The calendar for the month of August will be provided to City Council listing various committee meetings and events.
2. The 52nd Annual Harambee Festival will be held the week of August 8th through August 14th. Events will be held daily at the Martin Luther King, Jr. Center.

B. Items for Decision

1. Wexford Village Guardhouse - Quitclaim Deed and Release of Easement from the City of Lenoir to Wexford Village Homeowners' Association, Inc. (a) releasing the City's public street easement over the Guardhouse Parcel; (b) quitclaiming any other right, title, or interest the City may hold in the parcel; and (c) reserving to the City and to the appropriate public and franchise utility providers perpetual easements for the installation, operation, maintenance, repair, and replacement of water, sanitary sewer, storm sewer, electric, street lighting, telephone, cable, and other utilities serving Wexford Village, together with rights of ingress and egress for such purposes.

VII. Reports and Recommendations of the City Attorney

VIII. Reports and Recommendations of the Mayor

A. Board Appointment: Mayor Gibbons will recommend Emmanuel Byers to be appointed to the Parks and Recreation Advisory Board (2029 Unexpired). This appointment was announced at the June 16 City Council meeting.

IX. Reports and Recommendations of Council Member

X. Adjournment

City of Lenoir

City Council Action Form

I. Agenda Item:

Ordinance amendments: Flood Damage Prevention; Second Reading; The Emergency Management Division of the NC Department of Public Safety re-issued the Non-Coastal model flood damage prevention ordinance in March 2026 with more details, more compliance with FEMA/National Flood Insurance Program, and stronger enforcement mechanisms. Staff recommends the consideration of the ordinance amendments relating to Chapter 9 (Flood Damage Prevention) of the Lenoir Code of Ordinances, as submitted.

II. Background Information:

The Emergency Management Division of the NC Department of Public Safety re-issued the Non-Coastal model flood damage prevention ordinance in March 2026 with more details, more compliance with FEMA/National Flood Insurance Program, and stronger enforcement mechanisms. The Lenoir Flood Damage Prevention Ordinance (Chapter 9) is included. Deletions are indicated by strikethrough; additions are indicated by underline, and omissions are indicated by ****. A full length copy of the proposed ordinance, including unchanged omissions, is available at the Lenoir Planning Department and online at cityoflenoir.com/developmentordinances.

III. Staff Recommendation:

Approval of the ordinance amendments. The Planning Board is not required by current law to review these changes, as this chapter does not change any of the zoning regulations for the City.

IV. Reviewed By:

Hannah Williams

V. Attachments:

1. FDPO Final

AN ORDINANCE OF THE CITY COUNCIL OF LENOIR, NORTH CAROLINA, AMENDING CHAPTERS 9 of THE LENOIR CITY CODE RELATED TO FLOOD DAMAGE PREVENTION, PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Whereas, the North Carolina Department of Public Safety, Emergency Management Division has issued updated revisions to the State's model non-coastal Flood Damage Prevention Ordinance to align with current NFIP guidance; and

Whereas, the National Flood Insurance Program, authorized under 42 U.S.C. §§ 4001–4128, requires participating communities to maintain floodplain management regulations consistent with Federal standards in order to ensure continued eligibility for reduced rates for flood insurance; and

Whereas, the City of Lenoir finds it necessary to update its local Flood Damage Prevention Ordinance to incorporate these State-recommended revisions, including enhanced administrative procedures, updated technical definitions, and improved flood hazard reduction standards; and

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

Section 1. Chapter 9 of the Code of Ordinance, City of Lenoir, North Carolina "Flood Damage Prevention Ordinance" is hereby amended to read as follows:

Sec. 9-2. Findings of fact.

(1) The floodprone areas within the jurisdiction of Lenoir are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

(2) These flood losses are caused by the cumulative effect of obstructions in floodplains, <u>both inside and outside the identified Special Flood Hazard Areas</u>, causing increases in flood heights and velocities and by the occupancy in floodprone areas of uses vulnerable to floods or other hazards. <u>These obstructions and occupancy by uses vulnerable to floods may be</u>

hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

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Sec. 9-5. Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

A Zone is the Special Flood Hazard Area subject to inundation by the 1% annual chance flood where base flood elevations have NOT been determined.

AE Zone is the Special Flood Hazard Area subject to inundation by the 1% annual chance flood where base flood elevations have been determined by detailed or limited detailed methods.

Accessory structure (appurtenant structure) means a structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

Addition (to an existing building) means an extension or increase in the floor area or height of a building or structure.

AH Zone is the Special Flood Hazard Area with a 1% annual chance of shallow flooding (usually areas of ponding), where average depths are between one (1) and three (3) feet. Base flood elevations derived from detailed hydraulic analyses are shown in this zone.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

AO Zone is the Special Flood Hazard Area with a 1% annual chance of shallow flooding (usually sheet flow on sloping terrain) where average depths are between one (1) and three (3) feet. Average flood depths derived from detailed hydraulic analyses are shown in this zone.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this ordinance.

Area of shallow flooding means a designated Zone AO on a community's flood insurance rate map (FIRM) with base flood depths determined to be from one to three feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard. See "Special flood hazard area (SFHA)."

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) means a determination of the water surface elevations of the base flood as published in the flood insurance study. When the BFE has not been provided in a "special flood hazard area," it may be obtained from engineering studies available from a federal, state, or other source using FEMA approved engineering methodologies. This elevation, when combined with the "freeboard," establishes the "regulatory flood protection elevation."

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Building. See "Structure".

Chemical storage facility means a building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

Community means any State or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, which has authority to adopt and enforce flood plain management regulations for the areas within its jurisdiction. For the purposes of this ordinance, references to "the City" are references to "the community." They are synonymous with each other.

Community Rating System (CRS) means a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Critical facility (also called critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the 0.2 percent chance flood level. Critical facilities include, but are not limited to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire, and emergency response installations, vital data storage centers, power generation and water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use, or store hazardous materials or hazardous waste.

Design flood. See *Regulatory Flood Protection Elevation.*

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

Development activity means any activity defined as development which will necessitate a floodplain development permit. This includes buildings, structures, and nonstructural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

Digital flood insurance rate map (DFIRM) means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the special flood hazard areas and the risk premium zones applicable to the community are delineated.

Disposal means, as defined in G.S. 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

Dry Floodproofing means a combination of measures that make a building and attendant utilities and equipment watertight and substantially impermeable to floodwater, with structural components having the capacity to resist flood loads. Please refer to Technical Bulletin 3, Requirements for the Design and Certification of Dry Floodproofed Non-Residential and Mixed-Use Buildings, and available from the FEMA.

Elevated building means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Encroachment means the advance or infringement of uses, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Existing building and existing structure means any building and/or structure for which the "start of construction" commenced before the effective date of the floodplain management regulations adopted by a community, dated 6/16/2009.

Existing manufactured home park or *"Manufactured home subdivision"* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before the initial effective date of the floodplain management regulations adopted by the community.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or Flooding means:

(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

(3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

~~*Flood* or *"Flooding"* means a general and temporary condition of partial or complete inundation of normally dry land areas from~~

~~(1) The overflow of inland; and/or~~

~~(2) The unusual and rapid accumulation or runoff of surface waters from any source.~~

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New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Non-conversion agreement means a document stating that the owner will not convert or alter what has been constructed and approved. Violation of the agreement is considered a violation of the ordinance and, therefore, subject to the same enforcement procedures and penalties. The agreement must be filed with the recorded deed for the property. The agreement must show the clerk's or recorder's stamps and/or notations that the filing has been completed.

Non-encroachment area means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot as designated in the flood insurance study report.

Post-FIRM means construction or other development for which the "start of construction" occurred on or after the effective date of the initial flood insurance rate map.

Pre-FIRM means construction or other development for which the "start of construction" occurred before the effective date of the initial flood insurance rate map.

Principally above ground means that at least 51 percent of the actual cash value of the structure is above ground.

Public safety and/or *"Nuisance"* means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle (RV) means a vehicle, which is:

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light duty truck; and

(4) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

(5) Has no attached deck, porch, or shed, and

(6) Has quick-disconnect sewage, water, and electrical connectors.

Reference level is the top of the lowest floor for structures within special flood hazard areas designated as Zone A1-A30, AE, A, A99 or AO.

Regulatory flood protection elevation means the "base flood elevation" plus the "freeboard." In "special flood hazard areas" where base flood elevations (BFEs) have been determined, this elevation shall be the BFE plus two feet of freeboard. In "special flood hazard areas" where no BFE has been established, this elevation shall be at least two feet above the highest adjacent grade.

Remedy a violation means to bring the structure or other development into compliance with state and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Repetitive Loss Property means any insurable building for which two or more claims of more than $1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978. At least two of the claims must be more than ten days apart but, within ten years of each other. A RL property may or may not be currently insured by the NFIP.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Salvage yard means any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including, but not limited to, vehicles, appliances and related machinery.

Section 1316 means that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that FEMA finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership. In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

1. Four or more separate claim payments of more than $5,000 each (including building and contents payments); or
2. Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

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Water surface elevation (WSE) means the height, in relation to NAVD 1988 ~~mean sea level~~, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

Watercourse means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

X Zones means areas determined to be low to moderate risk flood zones and are located outside the community's delineated Special Flood Hazard Area (SFHA) and include the following:

(a) Shaded - is the area of moderate flood hazard and can represent:
    (1) 0.2% annual chance flood hazard area (500-year flood zone),
    (2) Areas of 1% annual chance flood with average depth less than one (1) foot, or
    (3) Areas of 1% annual chance flood with drainage areas of less than one (1) square mile
(b) Unshaded - is the area of minimal flood hazard determined to be outside of the 0.2% annual chance flood (500-year flood zone).

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Sec. 9-21. Lands to which this chapter applies.

This ordinance shall apply to all special flood hazard areas within the jurisdiction, including extra-territorial jurisdictions (ETJs), of the City of Lenoir.

Sec. 9-22. Basis for establishing the special flood hazard areas.

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated July 7, 2009 for Caldwell County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance, and all revisions thereto.

~~The special flood hazard areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated July 7, 2009 shown on FIS for~~

~~Caldwell County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance, and all revisions thereto.~~

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Sec. 9-28. Penalties for violation.

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor under G.S. § 143-215.58. Any person who violates this ordinance or fails to comply with its requirements shall be subject to civil penalties set forth in Section 1-15 of this Code. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Lenoir from taking such other lawful action as is necessary to prevent or remedy any violation.

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Sec. 9-45. Designation of floodplain administrator.

The City of Lenoir Planning Director, hereinafter referred to as the "floodplain administrator," is hereby appointed to administer and implement the provisions of this chapter. In instances where the floodplain administrator receives assistance from others to complete tasks to administer and implement this ordinance, the floodplain administrator shall be responsible for the coordination and ~~community's~~ the City's overall compliance with the National Flood Insurance Program and the provisions of this ordinance.

Sec. 9-46. Floodplain development application, permit and certification.

(1) *Application requirements.* Application for a floodplain development permit shall be made to the floodplain administrator prior to any development activities located within special flood hazard areas. The following items shall be presented to the floodplain administrator to apply for a floodplain development permit:

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c. If floodproofing, a floodproofing certificate (FEMA Form FF-206-FY22-153~~3~~ ~~0~~) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.

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(2) *Permit requirements.* The floodplain development permit shall include, but not be limited to:

a. A complete description of all the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.), including a cost estimate of proposed work.

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(3) *Certification requirements.*

a. Elevation certificates.

1. An elevation certificate (FEMA Form FF-206-FY 22-152) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, in relation to NAVD 1988 ~~mean sea level~~. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.

2. An elevation certificate (FEMA Form FF-206-FY 22-152) is required after the reference level is established. Within seven calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, in relation to NAVD 1988. Any work done within the seven day calendar period and prior to submission of the certification shall be at the permit holder's risk. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop-work order for the project.

3. A final finished construction elevation certificate (FEMA Form-FF-206-FY 22-152) is required after construction is completed and prior to certificate of compliance/occupancy issuance. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to certificate of compliance/occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a certificate of compliance/occupancy. <u>The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.</u>

b. Floodproofing certificate.

1. If non-residential floodproofing is used to meet the regulatory flood protection elevation requirements, a floodproofing certificate (FEMA Form FF-206-FY22-153~~-0~~), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The floodplain administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit. Failure to construct in

accordance with the certified design shall be cause to withhold the issuance of a certificate of compliance/occupancy.

2. A final Finished Construction Floodproofing Certificate (FEMA Form FF-206-FY-22-153), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

c. If a manufactured home is placed within Zones A, AE, AH, AO, A99 and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of section 9-67(3)(b).

d. If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.

e. Certification exemptions. The following structures, if located within zone A, AO, AE or A1-30, are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) of this subsection:

1. Recreational vehicles meeting requirements of subsection 9-67(6)a.;

2. Temporary structures meeting requirements of subsection 9-67(7); and

3. Accessory structures less than 150 square feet meeting requirements of subsection 9-67(8).

(4) Substantial Improvement/Damage determinations for existing buildings and structures.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

a. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

b. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

c. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

d. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

Sec. 9-47. Duties and responsibilities of the floodplain administrator.

The floodplain administrator shall perform, but not be limited to, the following duties:

(1) Review all floodplain development applications and issue permits for all proposed development within special flood hazard areas to assure that the requirements of this chapter have been satisfied.

(2) Review all proposed development within special flood hazard areas to assure that all necessary local, state and federal permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

(3) Notify adjacent communities and the North Carolina Department of ~~Crime Control and~~ Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).

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(14) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the floodplain administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the floodplain administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the City ~~community~~ at any reasonable hour for the purposes of inspection or other enforcement action.

(15) Issue stop work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this chapter, the floodplain administrator may order the work to be immediately stopped. The stop work order shall be in writing and directed to the person doing or in charge of the work. The stop work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed.

(16) Revoke floodplain development permits as required. The floodplain administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable state or local law may also be revoked.

(17) Make periodic inspections throughout the special flood hazard areas within the jurisdiction of the ~~community~~ City. The floodplain administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

(18) Follow through with corrective procedures of section 9-48.

(19) Review, provide input, and make recommendations for variance requests.

(20) Maintain a current map repository to include, but not limited to, the FIS report, FIRM and other official flood maps and studies adopted in accordance with the provisions of section 9-22 of this chapter, including any revisions thereto including letters of map change, issued by FEMA. Notify state and FEMA of mapping needs.

(21) Coordinate revisions to FIS reports and FIRMs, including letters of map revision based on fill (LOMR-Fs) and letters of map revision (LOMRs).

(22) Make substantial improvement and post event damage assessments and determinations:

(a) Conduct damage assessments for damaged structures located within the SFHA. Complete substantial improvement/damage determinations in accordance with the provisions of Section 9-46(4).

(23) When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a Special Flood Hazard Area is above the BFE, advise the property owner of the option to apply for a Letter of Map Amendment (LOMA) from FEMA. Maintain a copy of the LOMA issued by FEMA in the floodplain development permit file

(24) In any lot or lots/areas that will be or have been removed from the special flood hazard area utilizing a Letter of Map Revision Based on Fill (LOMR-F), the top of fill level must meet the community's freeboard elevation at that location. If the top of fill level is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvement must meet the required community freeboard elevation.

Sec. 9-48. Corrective procedures.

1. Stop Work Order: The City may issue a stop work order, which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedied the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to remedy such violation or violations

2. Notice of Violation. If the City determines that an owner, occupant, applicant or other responsible person has failed to comply with the terms and conditions of a permit, or the provisions of this ordinance, it shall issue a written notice of violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this ordinance without having first secured a permit, the notice shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice

of violation shall contain:

(a) The name and address of the owner or the applicant or the responsible person;

(b) The address or other description of the site upon which the violation is occurring;

(c) A statement specifying the nature of the violation;

(d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this ordinance and the date for the completion of such remedial action;

(e) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, and;

(f) A statement that the determination of violation may be appealed to the City of Lenoir Board of Adjustment by filing a written notice of appeal within thirty days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient).

3. Additional Enforcement Actions. If the remedial measures described in the Notice of Violation have not been completed by the date set forth for such completion in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed. Before taking any of the following actions or imposing any of the following penalties, the City of Lenoir shall first notify the owner, applicant or other responsible person in writing of its intended action. The City of Lenoir shall provide reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient) to remedy such violation. In the event the applicant or other responsible person fails to remedy such violation after such notice and remedial period, the City of Lenoir may take or impose any one or more of the following enforcement actions or penalties:

(a) Termination of utility service and/or withhold or revoke Certificate of Occupancy: The City may terminate utilities and/or refuse to issue and/or revoke a certificate of occupancy for the building or other improvements and/or repairs conducted or being conducted on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedy the violation or violations described therein.

(b) Suspension, revocation, or modifications of permit: The City may suspend, revoke, or modify the permit authorizing the development project. A suspended, revoked, or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedy the violations described therein, provided such permit may be reinstated (upon such conditions as the City may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.

(c) Civil penalties: Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a Class 1

misdemeanor pursuant to North Carolina General Statute § 143-215.58.

(i) Any person who violates this ordinance or fails to comply with its requirements shall be subject to civil penalties set forth in Section 1-15 of this Code. Each day such violation continues shall be considered a separate offense.

(ii) Enforcement by an appropriate equitable remedy issuing from a court of competent jurisdiction may be pursued if the offender fails to remedy the violation, pays assessed fines, and/or fails to file an appeal within the prescribed period of time. In such case, the general court of justice shall have jurisdiction to issue such orders as may be appropriate.

Administrative appeal; judicial review. Any person receiving a Notice of Violation may appeal the determination of the City, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the community upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the City's rules and regulations, or the issuance of a notice of bond forfeiture.

Any person receiving a Notice of Violation may appeal the determination of the floodplain administrator to the local elected governing body. The Notice of Appeal must be in writing and be received by the floodplain administrator and the clerk within thirty (30) days of the date of the Notice of Violation. In the absence of an appeal, the determination of the floodplain administrator shall be final.

All appeals shall be heard and decided by the City's designated Appeal Board, which shall be the Lenoir Board of Adjustment, or their designees. The Appeal Board shall hear an appeal within a reasonable time and shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the City's flood damage prevention ordinance, and any other applicable local, state, or federal requirements. In the absence of a petition for review of a quasi-judicial decision, the decision of the Appeal Board shall be final.

A petition for review of a quasi-judicial decision can be requested by any person with standing aggrieved by a decision or order of the City, after exhausting his/her administrative remedies. The petition shall be received by the clerk of superior court within 30 days of the date of the local governing body decision.

Section 1316 Declaration: Section 1316 of the National Flood Insurance Act authorizes FEMA to deny flood insurance to a property declared by the State, County, or Municipal government to be in violation of the local floodplain management ordinance. A Section 1316 declaration shall be used when all other legal means to remedy a violation have been exhausted and the structure remains noncompliant. The community must coordinate a request for Section 1316 declaration to the FEMA Regional Office through the State NFIP Coordinator.

Once invoked, the property's flood insurance coverage will be terminated and no new or renewal policy can be issued; no flood insurance claim can be paid on any policy on the property, and disaster assistance will be denied. If a structure that has received a Section 1316 declaration is made compliant with the community's floodplain management ordinance, then the Section 1316 declaration can be rescinded by FEMA and flood insurance eligibility restored.

Sec. 9-49. Variance procedures.

(1) The City of Lenoir Board of Adjustment, hereinafter referred to as the "appeal board," shall hear and decide requests for variances from the requirements of this chapter.

(2) Any person aggrieved by the decision of the appeal board may appeal such decision to the court, as provided in Chapter 7A of the North Carolina General Statutes.

(3) Variances may be issued for:

a. The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;

b. Functionally dependent facilities if determined to meet the definition as stated in section 9-5 of this chapter, provided provisions of subsections 9-49(9)b., c. and e. have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or

c. Any other type of development, provided it meets the requirements of this section.

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e. The City of Lenoir has notified the Secretary of the North Carolina Department of Public Safety of its intention to grant a variance at least 30 calendar days prior to granting the variance, in accordance with North Carolina General Statutes §143-215.54A(b).

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Sec. 9-66. General standards.

In all special flood hazard areas the following provisions are required:

(1) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.

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(16) Structural fill shall not be used unless design and construction of the structural fill accounts for the following:

(a) consolidation of the underlying soil under the weight of the fill and the structure,

(b) differential settlement due to variations in fill composition and characteristics, and

(c) slope stability and erosion control during conditions of the base flood.

Sec. 9-67. Specific standards.

In all special flood hazard areas where base flood elevation (BFE) data has been provided, as set forth in section 9-22 and section 9-69 the following provisions, in addition to the provisions of section 9-66, are required:

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(6) *Recreational vehicles.* Recreational vehicles shall ~~either~~ meet the following:

a. Placement of a Recreational Vehicle in the Regulatory Floodway or Non-Encroachment Area is prohibited. This includes both temporary and permanent placement

b. Temporary placement.

1. Be on site for fewer than 180 consecutive days; or
2. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions).

~~b. *Permanent placement*. Recreational vehicles that do not meet the limitations of temporary placement shall meet all the requirements for new construction.~~

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(8) *Accessory structures.* When accessory structures (sheds, detached garages, etc.) with a footprint of no more than 600 square feet are placed within A, AO, AH, AE and A99 flood zones, wet floodproofing may be permitted when the following criteria are met:~~When accessory structures (sheds, detached garages, etc.) are to be placed within a special flood hazard area, the following criteria shall be met:~~

a. Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);

b. Accessory structures shall not be temperature-controlled;

c. Accessory structures shall be designed to have low flood damage potential;

d. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;

e. Accessory structures shall be firmly anchored in accordance with the provisions of section 9-66(1);

f. All service facilities such as electrical shall be installed in accordance with the provisions of section 9-66(4); and

g. Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Regulatory Flood Protection Elevation in conformance with the provisions of section 9-67(4)c.

An accessory structure with a footprint less than 150 square feet that satisfies the criteria outlined above does not require an elevation or floodproofing certificate. Elevation or floodproofing certifications are required for all other accessory structures in accordance with section 9-46(3).

(b) All other accessory structures exceeding the size restrictions in Article 5, Section B(8)(a) above must comply with the elevation or floodproofing standards and certification requirements in accordance with Section 9-46(3) and Section 9-67(8)(a).

An accessory structure with a footprint of 150 square feet or less in A, AO, AH, AE and A99 zones satisfying the criteria outlined above in Section 9-67(8)(a) is not required to meet the elevation or floodproofing certification requirements of Section 9-46(3). All other accessory structures must comply with the elevation or floodproofing certification requirements in accordance with Section 9-46(3).

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Sec. 9-71. Standards for floodways and non-encroachment areas.

Areas designated as floodways or non-encroachment areas are located within the special flood hazard areas established in section 9-22. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in sections 9-66 and 9-67, shall apply to all development within such areas:

(1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:

a. It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the floodplain administrator prior to issuance of floodplain development permit, or

b. A conditional letter of map revision (CLOMR) has been approved by FEMA for proposed encroachments resulting in increases in the flood levels during the occurrence of the base flood discharge. A letter of map revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.

c. A Letter of Map Revision (LOMR) must be obtained within six months of completion of the proposed encroachment, permitted in accordance with Section 9-71(1) if the encroachment results in changes to the floodway/non-encroachment area widths, and/or changes to the stream location.

(2) If subsection 9-71(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

(3) No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:

a. The anchoring and the elevation standards of subsection 9-67(3); and

b. The no encroachment standard of subsection 9-71(1).

(4) Placement of recreational vehicles in the regulatory floodway or non-encroachment area is prohibited.

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Sec. 9-91. Severability.

If any section, clause, sentence, or phrase of the ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

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

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

DONE, THE FIRST READING, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this 16th day of June, 2026.

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, this _____ day of _____ and this _____ day of _____, 2026.

DONE, THE SECOND READING AND PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this _____ day of _____, 2026.

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

_____
Mayor/Mayor Pro Tempore

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

_____
City Clerk

[Remainder of page intentionally left blank.]

City of Lenoir

City Council Action Form

I. Agenda Item:

Special Use Permit SUP 1-26: 208 Polychem Court; A quasi-judicial hearing will be held to consider a request to construct a 145-foot monopole wireless communication tower and associated ground equipment on a 2500 square foot leased easement area of the subject property with the following (8) conditions:

1. Approval of this special use permit request is only valid for the development of the proposed communications tower as shown on the submitted plans. Future modifications to allow for the co-location of additional service providers are allowed, provided such modifications do not increase the height of the tower, or change the design of the tower to anything other than a monopole design.
2. The applicant must maintain the minimum liability coverage required by Sec. 910.2 in full force and effect until such time as all above-ground portions of the facility have been removed and all other conditions of the Maintenance & Removal Agreement have been satisfied.
3. All above-ground portions of the communication tower must be removed within 90 days of the cessation of operations, or the facility may be removed by the City as provided in the applicant's Maintenance/Removal Agreement by the City. The costs of removal will be recovered from the applicant's bond or other security.
4. The applicant shall continue the $10,000 bond or other security until such time as the facility has been removed and all other requirements of its Maintenance/Removal Agreement have been satisfied.
5. No advertising logo is permitted on the tower.
6. The facility must remain an unmanned facility, with occasional on-site checks for operational purposes by staff.
7. Valid permits must be obtained for this project and all construction must meet the requirements of the City of Lenoir Code of Ordinances, the North Carolina State Building Code, the North Carolina State Fire Code, and any other federal, state, or local regulation that applies.
8. If a building permit has not been issued within 24 months of the adoption of the Special Use Permit, the approval shall be considered null and void.

II. Background Information:

Applicant Mark Roberts of Harmoni Towers has proposed to construct a monopole wireless communications tower and ground equipment on property owned by Chakra Gupta LLC at 208 Polychem Ct., adjacent to Industrial Ct. at the intersection of Morganton Blvd. Planning Board reviewed and supports the request subject to the conditions in the Staff Report presented previously to the Planning Board.

III. Staff Recommendation:

Staff recommends approval of the requested Special Use Permit for the proposed 145-foot tall monopole design communication tower, with the following conditions:

1. Approval of this special use permit request is only valid for the development of the proposed communications tower as shown on the submitted plans. Future modifications to allow for the co-location of additional service providers are allowed, provided such modifications do not increase the height of the tower, or change the design of the tower to anything other than a monopole design.
2. The applicant must maintain the minimum liability coverage required by Sec. 910.2 in full force and effect until such time as all above-ground portions of the facility have been removed and all other conditions of the Maintenance & Removal Agreement have been satisfied.
3. All above-ground portions of the communication tower must be removed within 90 days of the cessation of operations, or the facility may be removed by the City as provided in the applicant's Maintenance/Removal Agreement by the City. The costs of removal will be recovered from the applicant's bond or other security.
4. The applicant shall continue the $10,000 bond or other security until such time as the facility has been removed and all other requirements of its Maintenance/Removal Agreement have been satisfied.
5. No advertising logo is permitted on the tower.
6. The facility must remain an unmanned facility, with occasional on-site checks for operational purposes by staff.
7. Valid permits must be obtained for this project and all construction must meet the requirements of the City of Lenoir Code of Ordinances, the North Carolina State Building Code, the North Carolina State Fire Code, and any other federal, state, or local regulation that applies.
8. If a building permit has not been issued within 24 months of the adoption of the Special Use Permit, the approval shall be considered null and void.

IV. Reviewed By:

Hannah Williams

V. Attachments:

1. SUP 1-26 Cell Tower
2. EXHIBIT 2_NC00010097_HOOVER_FE GL_4.16.26 (1)_Redacted
3. City of Lenoir Tower Removal Bond_6.8.26

Staff Report

Special Use Permit

Case Number SUP #1-26

Location map/Aerial Photograph



Subject Property

Cell Tower Plan Area

Proposed location of cell tower

208 Polychem Ct.

NCPIN 2739715251

N

Summary

Owner

Chakra Gupta LLC

Applicant

Mark Roberts (Harmoni Towers)

Location

208 Polychem Ct.

NC PIN

2739715251

Project Planners

Hannah Williams, AICP, CZO
Matt Duchan, AICP, CZO

Updated July 20, 2026

Applicant's Request:

The applicant is requesting to construct a 145-foot monopole wireless communication tower and associated ground equipment on a 2500 square foot leased portion of the subject property.

Staff Recommendation:
Approval of the request, subject to the conditions in this report.

Planning Board Recommendation:
Approval of request as submitted by staff, see page 7.

Public Comment:

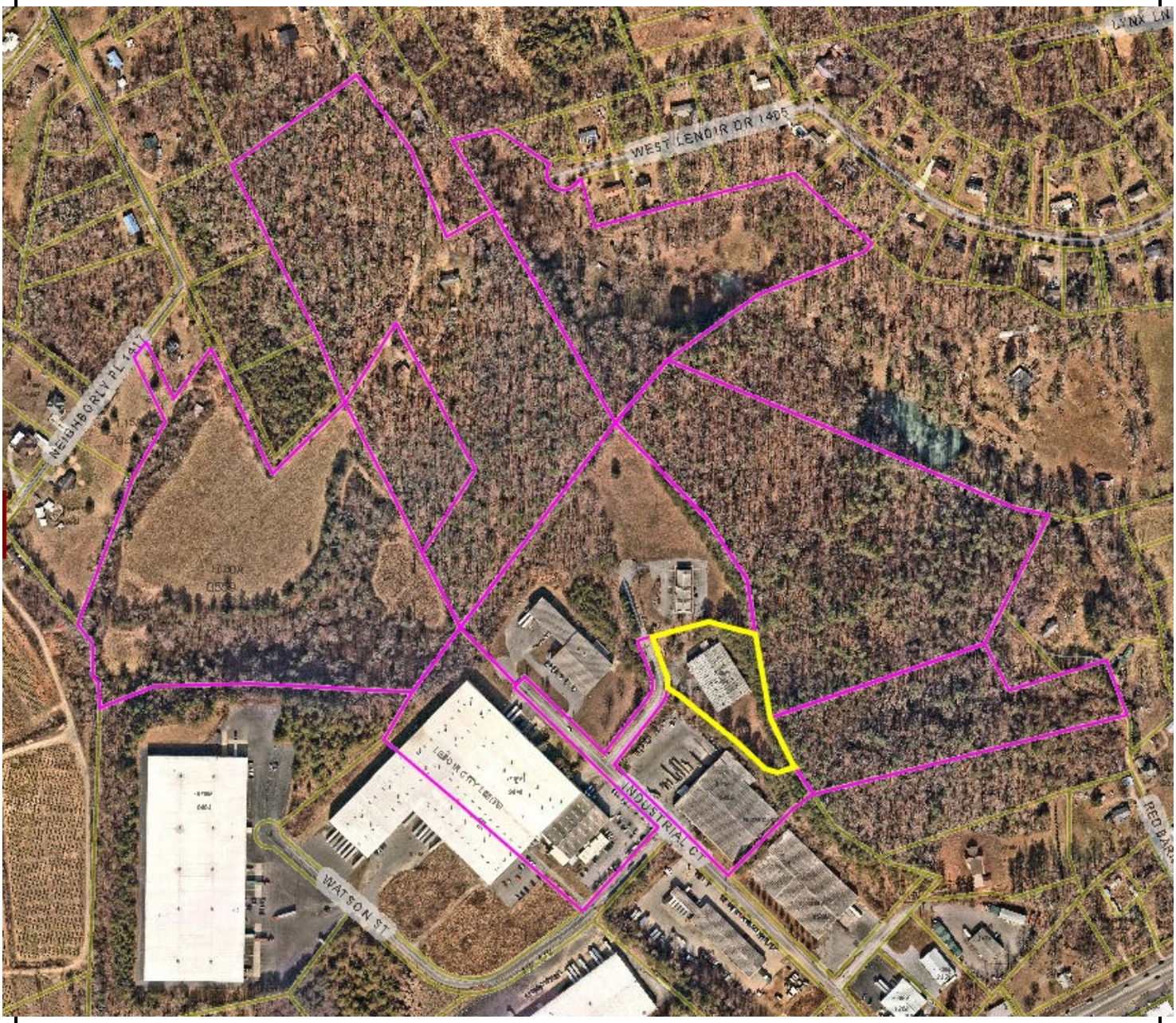
Planning Board Meeting: June 8, 2026. Notices were mailed to property abutting owners of the subject property on May 29, 2026.

City Council (Public Hearing): Scheduled for July 28, 2026. Notices were mailed to property abutting owners of the subject property on July 15, 2026.

******This request is considered quasi-judicial. You should not discuss this case with decision makers outside of the scheduled public meeting******

Abutting Property Owner Notices Map

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BACKGROUND

Intent of Special Use Permits

Special uses are recognized in the zoning ordinance as uses which may be compatible with an area depending on the specific details of the project, its surroundings, and the level of services available to the site, but are not permitted "by right" in the zoning district. The special use permit process gives the City sufficient flexibility to determine whether a specific land use on a given site will be compatible with the environment and the Comprehensive Plan. Through the approval of a Special Use Permit, the Planning Board and City Council may set conditions or use limitations, thereby establishing a realm of acceptability for the particular use that will be neither arbitrary nor capricious, and will promote the spirit and character of the surrounding neighborhood. The process requires the Planning Board to review and make a recommendation to the City Council on the request. The City Council must then decide whether nor not to issue a Special Use Permit following a quasi-judicial hearing.

Communication Towers

It is the intent of Section 910-912 of the City Code of Ordinances to allow communication towers for mobile telephone services and other radio and television information services, while minimizing adverse visual and operational effects of towers through careful siting, design, and screening; to avoid potential damage to adjacent properties through proper setbacks; and to maximize the use of communication towers and existing structures to reduce the number of towers necessary to provide for the communication needs of Lenoir and surrounding areas.

Communication towers are only allowed with Special Use Permits in the City of Lenoir, and must meet performance standards of Sec 910-912 in addition to those standards common to all special uses. The applicant identifies the standards and the full extent to which they will be adhered in Appendix A (pg. 14).

Subject and Surrounding Properties

The subject property is 2.25 acres and features the operations of the company, Poly Chemical Alloy. The properties owned by the LLC span 12 acres. The subject property is located in the Lenoir Industrial Park, zoned I-1 (Light Industrial), off of Morganton Boulevard and can be accessed via Industrial Court. The property sits toward the end of Polychem Court and is surrounded by light industrial properties to the south and immediate north. Nearby properties in the industrial park are developed with warehouses and showrooms, with businesses like Bemis Manufacturing, and the UPS Distribution facility. To the east and west are large wooded tracts of land that are residentially zoned (R-R Rural Residential and R-20 single-family residential.

Intent of the Zoning District

I - 1 (Light Industrial) District is established to provide regulations for the development of areas generally devoted to light manufacturing, processing and assembly uses, warehousing, retail storage and other compatible uses that are limited in noise, obnoxious odors, with little to no adverse effects on adjacent areas. Some mixture of retail, wholesale, and industrial development may occur in this district, but residential uses are prohibited.

Compliance with the City of Lenoir Zoning Code

Harmoni Towers Gateway, LLC proposes a new 145-foot monopole wireless communication tower with associated equipment structures pursuant to Sections 712, 900, 910, 912 and 1302.2 of the City of Lenoir Zoning Ordinance. The proposed tower is located on property owned by Chakra Gupta LLC. The property will be accessed via Polychem Court and the cell tower will be located on the southeastern side of the subject property. The applicant will adhere to restrictions pertaining to tower height, distance from other cell towers (1320 feet), and distance from neighboring structures. See page 8 which shows setbacks on the site plan and page 9 for an aerial view of the site clarifying what the tower and compound will look like with respect to buildings and vegetation.

Consistency with the Comprehensive Plan

All decisions of the Planning Board and City Council should be based on consistency of the proposal with the comprehensive plan and any other officially adopted plan that is applicable. The comprehensive plan addresses communication towers by encouraging

STAFF ANALYSIS

co-location on existing facilities. In this case, there are not sufficient existing facilities to locate the proposed equipment, but the monopole design meets the intent of this policy to limit/mitigate the visual dominance of these structures. Additionally, the comprehensive plan calls for a bond to be posted to facilitate tower removal upon use cessation, which has been provided.

Compatibility with Surrounding Uses

The surrounding areas are zoned R-R (rural residential), R-12, R-20 (single-family residential), and I-1 (light industrial. Although adjacent tracts are zoned for residential use, the steep topography and heavily forested nature make future development unlikely. Any consideration of its potential use should acknowledge surrounding industrial development patterns, including the possibility of a new communications tower. See photo below of undeveloped residential tracts. A real estate appraisal is attached to this report.

The traffic to the tower will be minimal due to the fact that this will be an unmanned tower. There will be on average one employee checking the tower and operations approximately one time per month. The proposed tower will have a small footprint and will have the least amount of impact to the surrounding community due to its location.

Vehicular Flow, Site Design & Parking

As shown on the attached site plans (pages 8-9), there is a proposed access easement between the property Owner and the applicant. Verizon will have access to the property for monthly visits to maintain tower services. Little to no impact is proposed to the site due to the communication tower being unmanned. The tower will allow a twenty foot by a sixty foot parking and turnaround area at the base of the antenna. Vehicles will be able to access the property from Polychem Ct There will be a gate that restricts access to permitted workers, as well as a security fence separating the tower from other structures and areas of the property.

Private Property Justification

Section 910.3 in city ordinance requires that the applicant explore the suitability of publicly owned land. After a study was conducted, Harmoni Towers does not believe that any surrounding public properties within a quarter-mile of the proposed site would be suitable for the communication tower to be effective in its services. The proposed tower is located approximately half a mile from the emergency communications tower at the Caldwell County Sheriff's Department.

Architecture

The proposed tower will be a monopole with all antennas and associated equipment to be located outside the pole. The proposed tower will be 145 feet in height. There will not be any other building associated with the Wireless Telecommunications Facility. The facility will be screened from adjacent properties by existing dense vegetation. The existing vegetative buffer will fulfill the required landscaping, in lieu of a newly planted buffer. However, if existing vegetation is damaged, the buffer must be replanted in accordance with Sec. 712 Buffering and Screening standards. The proposed telecommunications tower will also be surrounded by a fence eight feet in height that is secured by a gate.



Above: Site map with 30' vegetation shown, as well as 5' contours on abutting residential tracts

Setbacks

As shown in the aerial plan on page 8, the proposed facility will be set back from property lines greater than 50% of the proposed towers height, as required by section 912. The setback would therefore need to be 72.5 feet; the actual proposed setback is a minimum of 73 feet on all sides.

FINDINGS

No Special Use Permit shall be approved unless the Planning Board and City Council find that:

1. The proposed special use will comply with all height, yard, lot and area requirements and other regulations of the district in which it is located unless otherwise specified. *The Tower Facility will comply with all height, yard, lot and area requirements as shown on the attached site plan, specifically the tower height and setback requirements of Sections 910.12 and 911.1. The proposed tower will be 145 feet tall, which is less than the maximum height of 165 feet prescribed by the ordinance. The tower will be setback at least 73.1' from adjacent property lines and 78.7' from the PolyChem Alloy building, which meets the required minimum of 50% of its height as from adjacent property lines and buildings.*

2. All driveways will be designed with respect to such matters as proper ingress and egress for automobiles in order to minimize traffic congestion and increase pedestrian safety and conveniences. *The driveway to the tower will be a gravel driveway within a 30' access easement off of the existing parking lot at the PolyChem Alloy property. The tower will generate an average of one vehicle trip per month for maintenance via the existing driveway off Polychem Court. The driveway design will facilitate proper ingress and egress for authorized service vehicles.*

3. Off-street parking and loading areas will be provided in compliance with Section 1000 and off-street loading will be provided in compliance with Section 1001 of Lenoir's Zoning Ordinance*. The Tower Facility is a passive, unoccupied use which will only generate an average of one vehicle trip per month for maintenance via the existing driveway off Polychem Court. The monthly maintenance visit will not impact local streets or traffic. Aside from the proposed gravel driveway for the tower, there will be no off-street parking or off-street loading associated with the Tower Facility.*

4. The establishment of the special use will not hinder the normal and orderly development and improvement of surrounding property for uses already permitted in the district. *The Tower Facility is a passive, unoccupied use with limited impacts to uses already developed in the district. The only interaction with surrounding properties is providing reliable wireless telecommunication services in the area.*

5. Any required screening and landscaping will be designed or planted with full consideration of the effectiveness of individual plant types, dimensions, and characteristics in minimizing the noise, glare, visual impacts and other economic effects on adjoining properties. *The Tower Facility will be screened by the existing mature trees and vegetation surrounding the property. If the existing buffer is damaged, a new buffer meeting the Sec. 712 Buffer and Screening standards will be required.*

6. Any permitted signs and proposed exterior lighting will be designed to reduce glare and to mitigate any adverse effects of sign size and height; so as to make the signs aesthetically pleasing and compatible with adjoining properties. *The Tower Facility will have minimal signage. Signs are typically affixed to the gate of the compound and provide site identification, emergency call numbers and other information as required by the FCC. The Tower Facility will be designed in compliance with the City's requirements for exterior lighting. Exterior lighting will be limited to the minimum necessary for safe operation.*

7. The exterior architectural appearance and functional plan of any proposed building or structure will not vary greatly from any buildings or structures already in construction or in the course of construction in the immediate vicinity or from the character of the applicable district, so as to cause a substantial depreciation in the property values of the immediate vicinity. *The buildings associated with the Tower Facility are limited to the enclosures for base station equipment that will be placed within the fenced compound area. These enclosures typically have the appearance of a pre-fabricated construction trailer or weatherproof outdoor cabinets that are typical of similar utility installations. This type of building or enclosure is common in Industrial settings and therefore the appearance of this tower facility will be compatible with the general area. The Tower Facility will not cause a substantial depreciation in the property values in the immediate vicinity.*

8. The type, size, hours of operations, location of the use upon the site, and intensity of the proposed special use will not be harmful or annoying to surrounding properties. *Industrial properties are located to the north, west and south and undeveloped wooded properties to the east. Its only interaction with surrounding properties is providing reliable wireless telecommunication services in the area. There are no activities associated with the site that will produce odor, vibration, heat, glare or traffic. All equipment and materials needed to operate the site will be located within the proposed fenced area at the base of the support structure. The only noise gener-*

STANDARDS

ating equipment is the emergency back-up generator which will be limited to emergency purposes and occasional testing. The emergency generator is vital to provide service during power outages when communication is needed most.

Additionally, the following standards must be met to grant approval of a SUP for a communications tower. Staff has reviewed the application and found it to be in compliance with all of the following standards. A detailed analysis has been provided by the applicant in Appendix A.

☑ The proposed tower will comply with Federal Communications Commission (FCC) standards for radio frequency emissions. **See Appendix A, Exhibit 1.**

☑ The applicant has provided certificates of insurance demonstrating a minimum of $1,000,000 in general liability insurance covering any liability arising out of its construction or operation of the communication facility. **See Appendix A, Exhibit 2.**

☑ The applicant considered properties owned by the City of Lenoir or other government entity before considering private properties as locations for communication towers, and has provided justification that explains why the pubic properties are not suitable and what alternatives were considered. **See Appendix A, Exhibit 1.**

☑ The application included a copy of an executed lease requiring the applicant to remove all above-ground portions of communication towers no later than ninety (90) days after cessation of operations. **See Appendix B**

☑ The applicant has executed a facility maintenance/removal agreement, which shall bind the applicant and the applicant's successors-in-interest to properly maintain the exterior appearance of and ultimately remove the facility in compliance with the provisions of Section 910.4. **See Appendix B**

☑ The applicant has posted a $10,000 cash bond, or other security satisfactory to the City, to secure costs of removing all above ground portions of a communication tower (not including any part of the foundation) in the event the applicant fails to do so within ninety (90) days of cessation of operation of the facility. **See Appendix A Exhibit 3.**

☑ No electric transmission tower is located within a ¼ mile radius laterally of the proposed telecommunications tower site, or an electric transmission tower is located within ¼ mile but road access and necessary utilities cannot be obtained to service the existing electric transmission tower to accommodate the communication facilities, or the electric utility owning the electric transmission tower is unwilling to allow its use for communication facilities, or the planned equipment would exceed the structural capacity of the existing electrical transmission tower. **See Appendix A, Exhibit 1.**

☑ The tower is a monopole design and has been engineered and constructed to permit the co-location of at least two additional users. **See page 8-10 of this report.**

☑ The tower does not exceed a height of 165 feet, which is measured from base of tower to top of tower. **See page 10 of this report.**

☑ The base of the tower is surrounded by a fence or wall at least eight feet (8') in height unless the tower co-locates on a structure that makes such fence or wall impractical. The fence/walls is screened accordance with Section 712 (Buffering and Screening) of the Lenoir Zoning Ordinance.

STAFF RECOMMENDATIONS

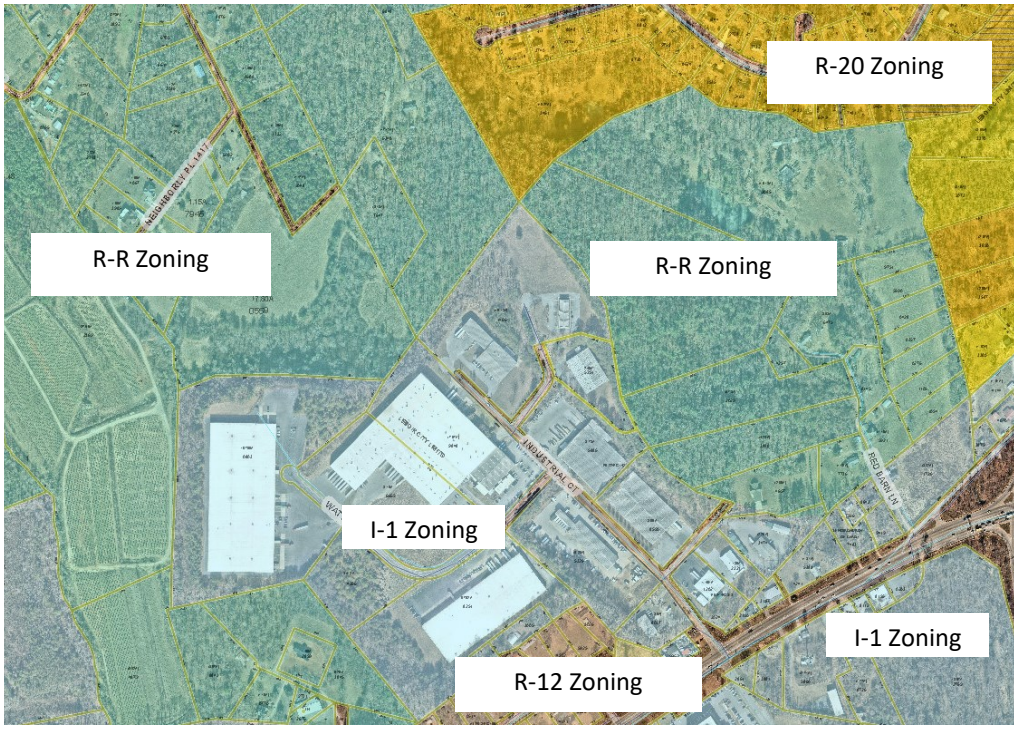
Staff recommends approval of the requested Special Use Permit for the proposed 165-foot tall monopole design communication tower, with the following conditions:

1. Approval of this special use permit request is only valid for the development of the proposed communications tower as shown on the submitted plans. Future modifications to allow for the co-location of additional service providers are allowed, provided such modifications do not increase the height of the tower, or change the design of the tower to anything other than a mono-pole design.
2. The applicant must maintain the minimum liability coverage required by Sec. 910.2 in full force and effect until such time as all above-ground portions of the facility have been removed and all other conditions of the Maintenance & Removal Agreement have been satisfied.
3. All above-ground portions of the communication tower must be removed within 90 days of the cessation of operations, or the facility may be removed by the City as provided in the applicant's Maintenance/Removal Agreement by the City. The costs of removal will be recovered from the applicant's bond or other security.
4. The applicant shall continue the $10,000 bond or other security until such time as the facility has been removed and all other requirements of its Maintenance/Removal Agreement have been satisfied.
5. No advertising logo is permitted on the tower.
6. The facility must remain an unmanned facility, with occasional on-site checks for operational purposes by staff.
7. Valid permits must be obtained for this project and all construction must meet the requirements of the City of Lenoir Code of Ordinances, the North Carolina State Building Code, the North Carolina State Fire Code, and any other federal, state, or local regulation that applies.
8. If a building permit has not been issued within 24 months of the adoption of the Special Use Permit, the approval shall be considered null and void.

PLANNING BOARD RECOMMENDATIONS

Planning Board recommends approval of the request based on staff recommendations and conditions

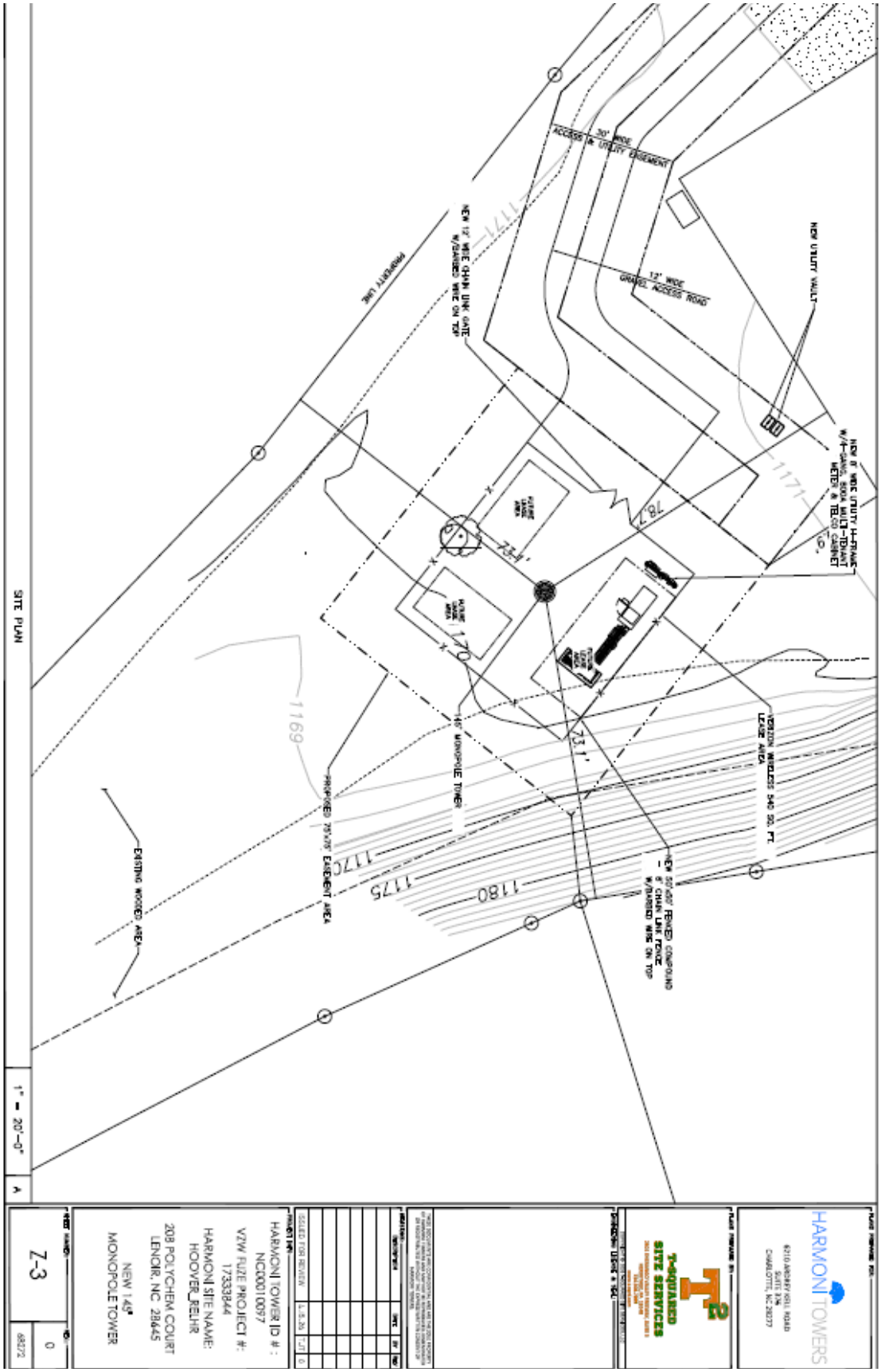
ZONING MAP



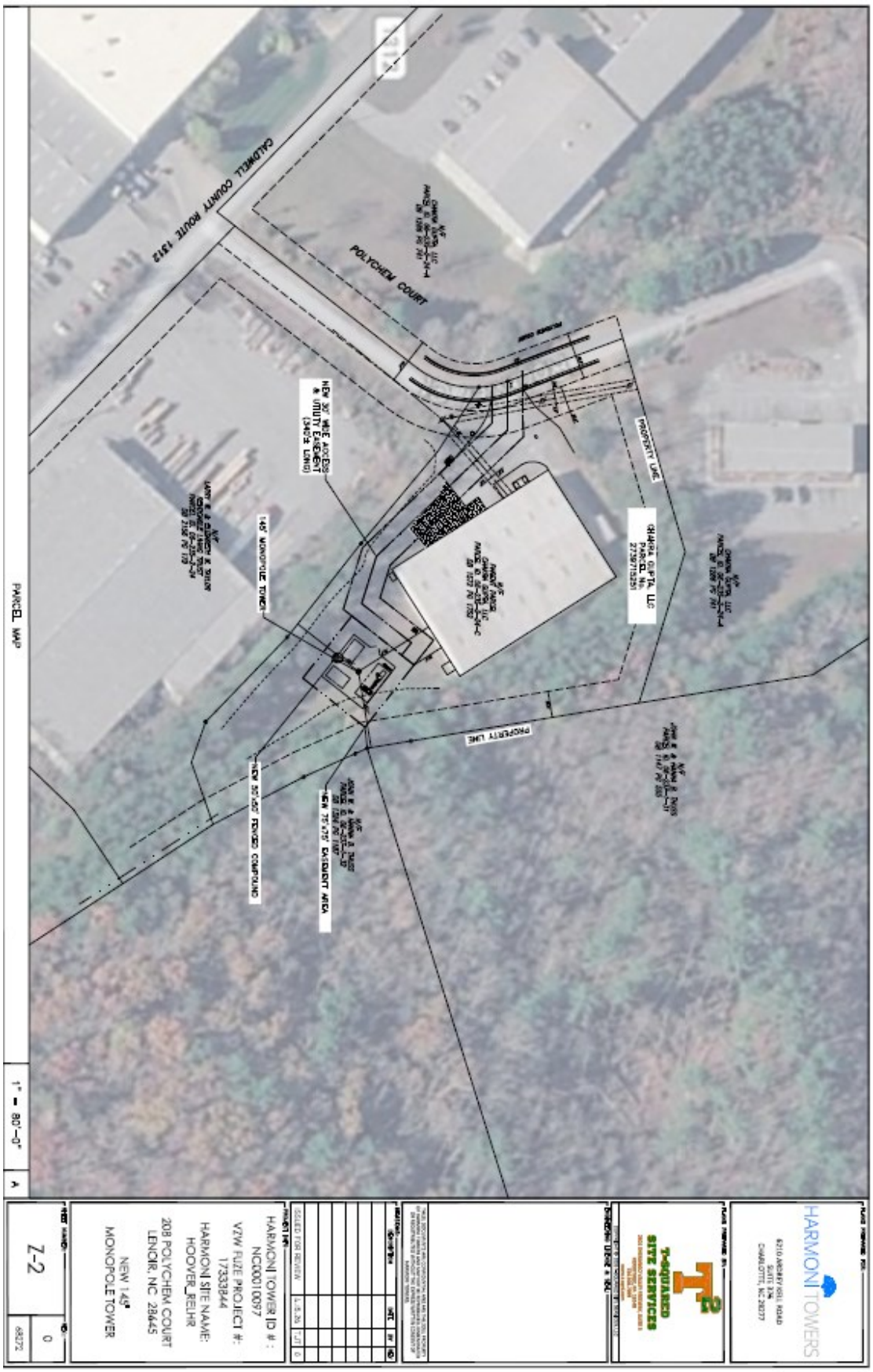
Development Standards in I-1 Zoning District					
	Minimum Lot Size	**Minimum Lot Width**	**Setbacks**	**Maximum Building Height**	**Uses**
I-1 Zoning	None	None	Front: 25' from ROW Side: 0' Rear: 0' Note: setbacks for communication towers are 50% of tower height	65 ft. (1)	Wide range of commercial, retail, and professional services; See Sec. 600 and Sec. 810 for full list)

1. Section 706 allows exceptions to this height limitation for facilities like communication towers. Max Height for communication towers is 165 feet, per section 910.12 of ordinance.

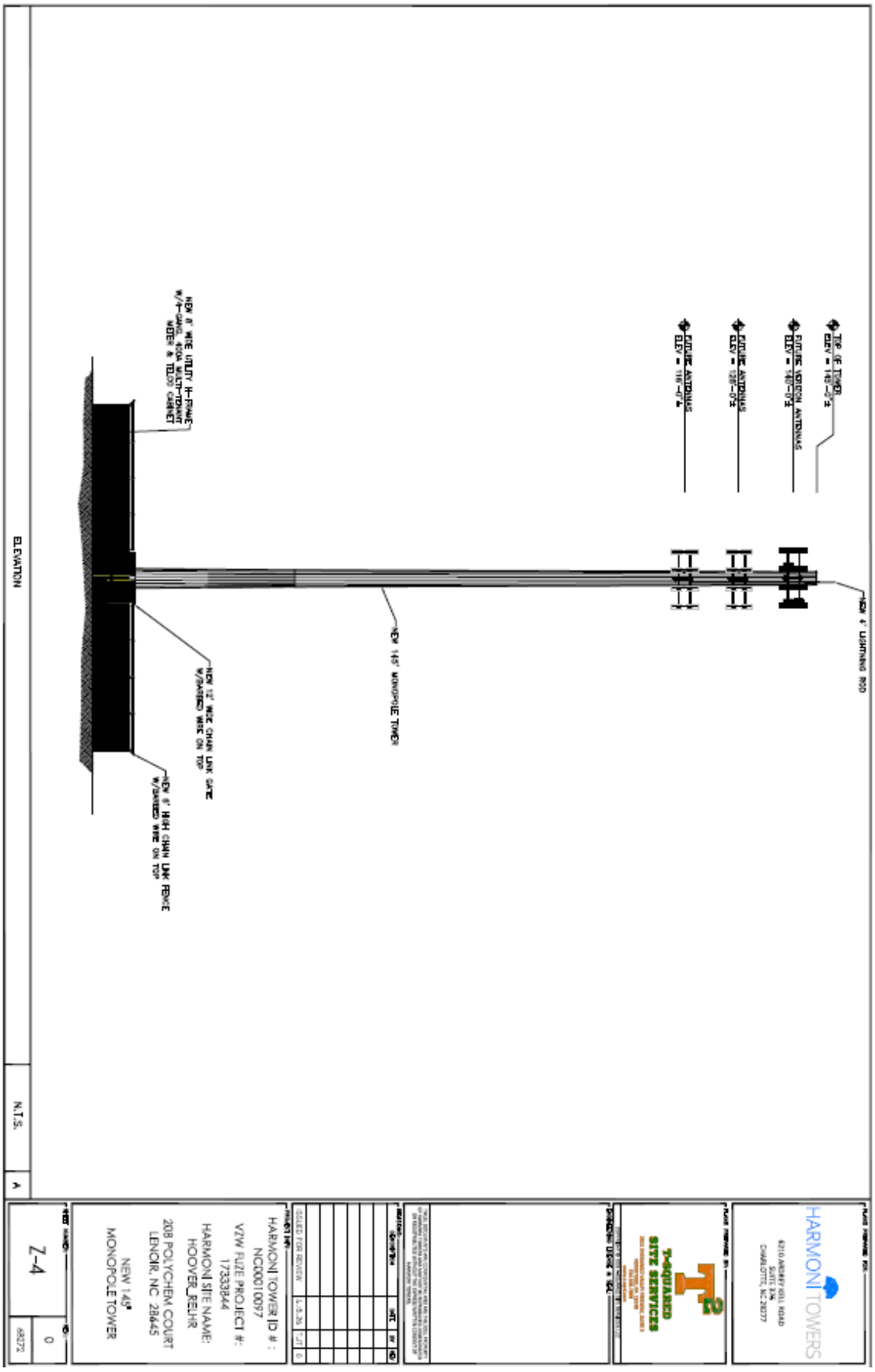
Overall Site Plan (Showing Setbacks)



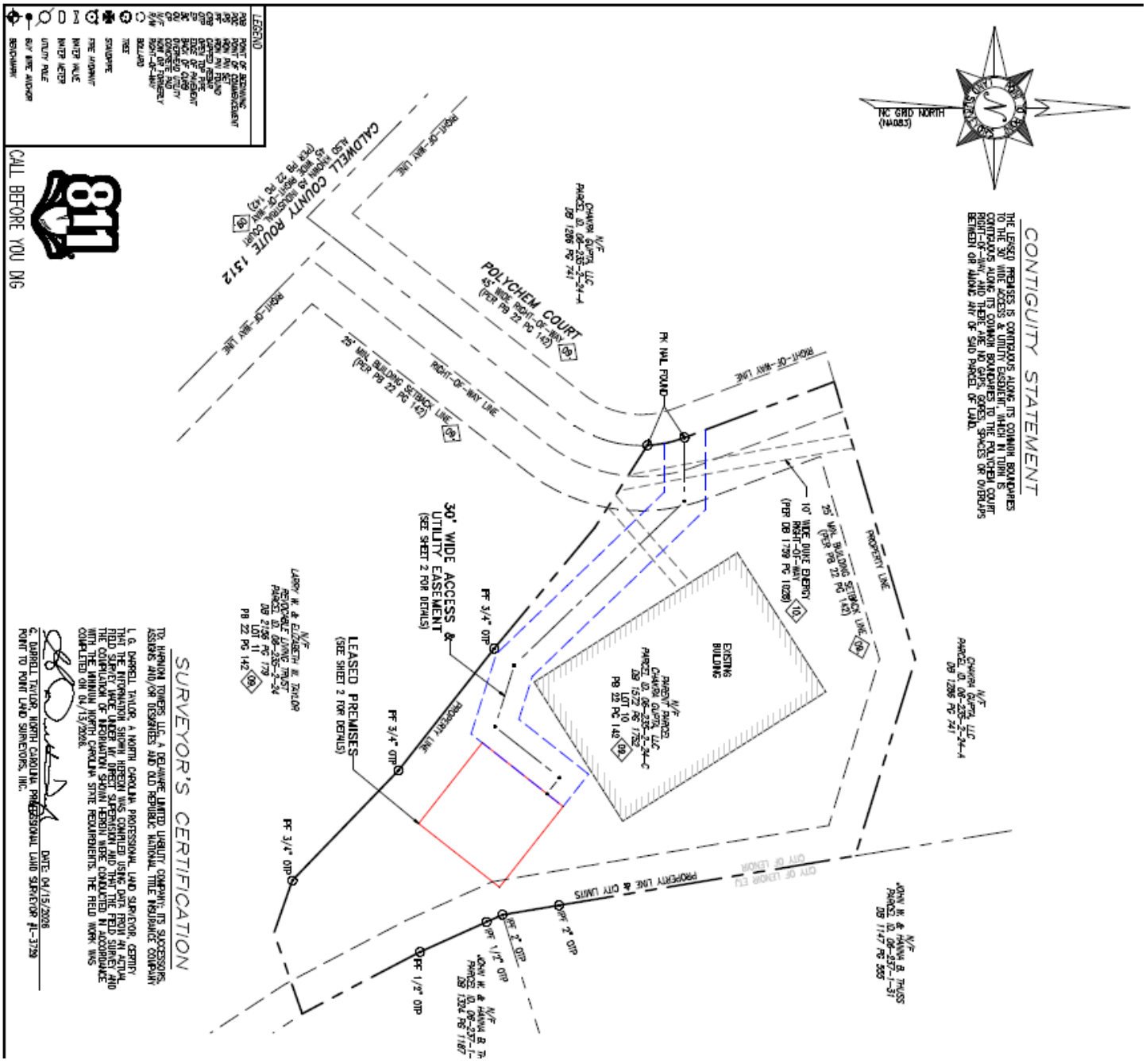
OVERALL AERIAL PLAN



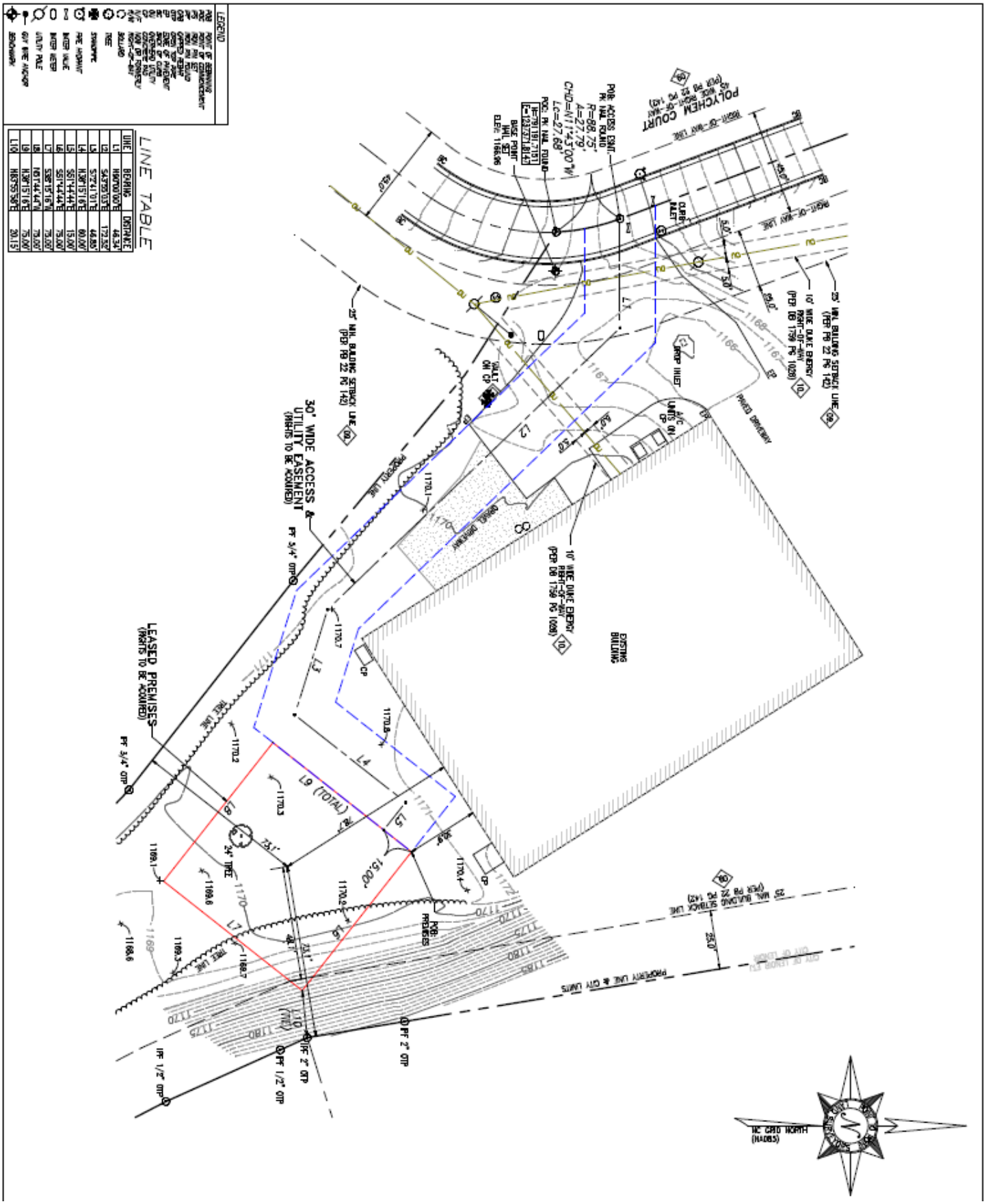
TOWER ELEVATION



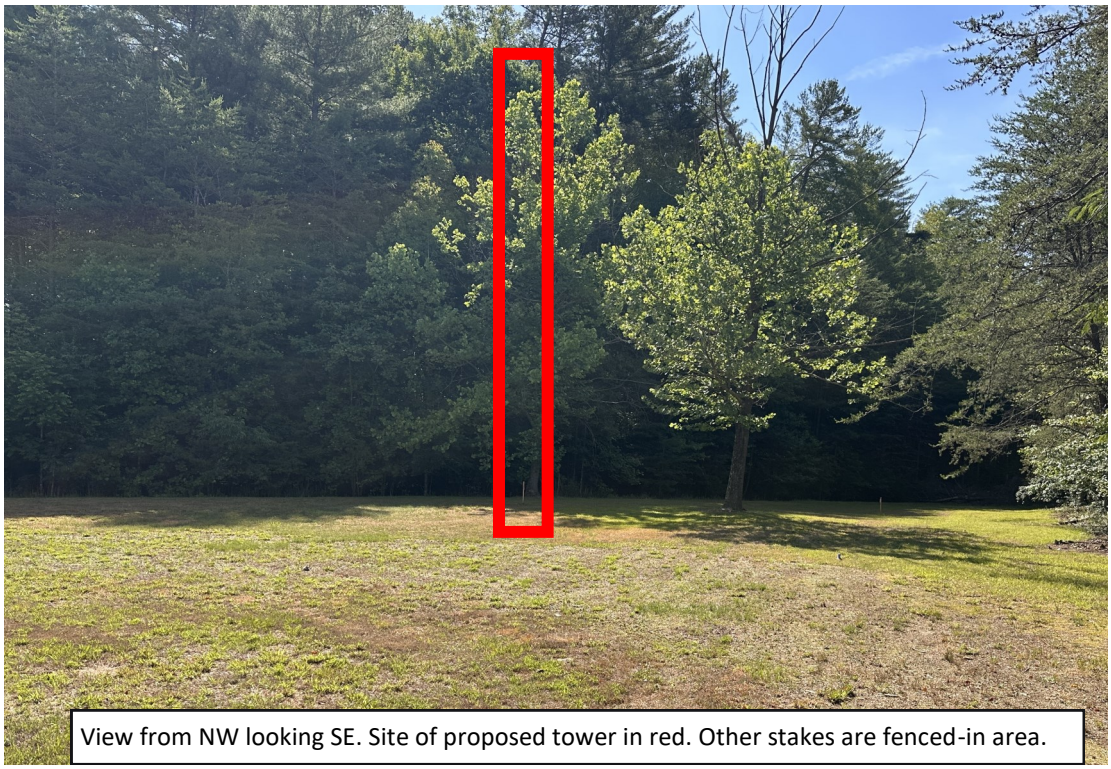
PARENT PARCEL PLAN



SITE INFORMATION PLAN (LEASED AREA)



EXISTING SITE PHOTO



View from NW looking SE. Site of proposed tower in red. Other stakes are fenced-in area.



View from SE looking NE

APPENDIX A: EXHIBIT 1, APPLICANT'S RESPONSE TO SUP STANDARDS

Response to the Wireless Communications Tower Development Standards

The following paragraphs are in response to the specific performance standards for special use permit applications for communication towers in Appendix A, Section 910.

910.1 *Communication towers shall at all times comply with Federal Communications Commission (FCC) standards for radio frequency emissions.*

Response: Harmoni will comply with FCC standards for radio frequency emissions.

910.2 *Prior to the issuance of a Special Use Permit, the applicant shall be required to provide certificates of insurance demonstrating it has a minimum of $1,000,000 in general liability insurance covering any liability arising out of its construction or operation of the communication facility. The applicant shall be required to maintain such coverage in full force and effect until such time as all above-ground portions of the facility have been removed and all other conditions of its Maintenance & Removal Agreement have been satisfied.*

Response: Harmoni will comply with the insurance requirements of the Special Use Permit.

910.3 *Applicants shall first consider properties owned by the City of Lenoir or other government entity before considering private properties as locations for communication towers. The Planning Department will provide an inventory of City-owned properties. Public properties shall be subject to the same restrictions as private properties. If suitable public properties cannot be located, justification shall be provided which clearly explains why the public properties are not suitable and what alternatives were considered.*

Response: Harmoni must consider a variety of technical, operational, and coverage-related criteria in evaluating potential tower locations. Using the same distance criteria established under Section 910.8 of the City of Lenoir Code, there are no publicly owned properties, including any owned by the City or other government entities, within one quarter mile of the proposed Tower Facility which would be suitable alternatives for the current proposed Location.

APPENDIX A: EXHIBIT 1

910.4 *An application for a Special Use Permit shall be accompanied by a copy of an executed lease requiring the applicant to remove all above-ground portions of communication towers no later than ninety (90) days after cessation of operations. In addition, each applicant for a communication tower shall execute a facility maintenance/removal agreement prior to issuance of the Special Use Permit. Said agreement shall bind the applicant and the applicant's successors-in-interest to properly maintain the exterior appearance of and ultimately remove the facility in compliance with the provisions of this Ordinance and any conditions of approval. It shall further bind them to pay all costs for monitoring compliance with, and enforcement of, the agreement and to reimburse the City for all costs incurred to perform any work required of the applicant by the agreement that the applicant fails to perform. Such costs shall include, but not be limited to, administrative and job supervision costs. It shall also specifically authorize the City and/or its agents to enter onto the property and undertake said work so long as the City has first provided the applicant the following written notices at the applicant's last known address:*

A. An initial compliance request identifying the work needed to comply with the agreement and providing the applicant at least thirty (30) days to complete the work; and

B. A follow-up notice of default specifying the applicant's failure to comply with the work within the time period specified and indicating the City's intent to commence the required work within ten (10) days.

C. All portions of abandoned or unused communication towers located above ground that are not removed within ninety (90) days of the cessation of operations, the facility may be removed as provided in the applicant's Maintenance/Removal Agreement by the City and the costs of removal recovered from the applicant's bond or other security.

Response: A redacted copy of Harmoni's lease with the property owner is attached as Exhibit 2. Harmoni agrees to enter into a mutually acceptable facility maintenance/removal agreement as a condition of the Special Use permit. A copy of a DRAFT License Agreement between Harmoni and the City is attached as Exhibit 3.

910.5 *Any communication tower in existence on the date of enactment of this Ordinance which does not comply in all respects with these provisions shall be deemed a nonconforming use. In the event such facility shall be destroyed, or suffer damage in excess of 50% of the tax value of the facility's improvements, such facility shall not be repaired or replaced and shall be removed unless any replacement facility complies in all respects with the provisions of this Ordinance. Except in the case of destruction or damage in excess of 50% of the tax value of the facility's improvements, technological upgrades of electronics and antennas are permitted, consistent with this Ordinance.*

Response: This application is for a new tower facility and therefore this Standard does not apply.

APPENDIX A: EXHIBIT 1

910.6 *Applications shall require payment of a nonrefundable $2500 fee. This fee may be reduced to $1000 when applicant is utilizing existing publicly- owned structures or land.*

Response: A check in the amount of $2,500 is attached with this application.

910.7 *An applicant for a Special Use Permit for a communication tower that includes a new or additional tower or increase in tower height, shall be required to post a $10,000 cash bond, or other security satisfactory to the City, to secure costs of removing all above ground portions of a communication tower (not including any part of the foundation) in the event the applicant shall fail to do so within ninety (90) days of cessation of operation of the facility. The applicant shall be required to continue such bond or other security until such time as the facility has been removed and all other requirements of its Maintenance/Removal Agreement have been satisfied.*

Response: Harmoni will comply with the bonding requirements of the Special Use Permit.

910.8 *No communication tower shall be approved if an electric transmission tower is located within a one quarter mile radius (1320 feet) laterally of the proposed telecommunications tower site and if road access and necessary utilities can be obtained within a one quarter mile radius (1320 feet) of the existing electric transmission tower, unless the applicant can demonstrate that sufficient easements or other interests in real property cannot be obtained to accommodate the communication facilities, or that the electric utility owning the electric transmission tower is unwilling to allow its use for communication facilities, or if the planned equipment would exceed the structural capacity of the existing electrical transmission tower.*

Response: There are no electric transmission towers located within a one quarter mile radius of the proposed tower site.

910.9 *Electric transmission towers less than one hundred ten (110) feet in height may be replaced by metal electric transmission towers up to one hundred ten (110) feet in height. Such replacement shall be at the discretion of the electric utility which owns or operates the electric transmission tower, taking into account safety, service disruptions, structural capacity and structure life or duty cycle. For purposes of this Section, such replacement electric transmission tower shall be deemed to be an existing structure.*

Response: This application is for a new tower facility and therefore this Standard does not apply.

APPENDIX A: EXHIBIT 1

910.10 *The tower shall be of a monopole design, engineered and constructed to permit the co-location of at least three additional users.*

Response: As shown in Sheet Z-4, the tower will be a monopole design and will accommodate up to three (3) users.

910.11 *The exterior appearance of all buildings associated with the tower shall be similar to residences in the general area.*

Response: The site for this proposed Tower Facility is located within the Light Industrial District (I-1) and there are no residences in the immediate area. The buildings associated with the tower are limited to the enclosures for base station equipment that will be placed within the fenced compound area. These enclosures typically have the appearance of a small pre-fabricated building or weatherproof outdoor cabinets that are typical of similar utility installations. This type of building or enclosure is common in Industrial settings and therefore the appearance of this tower facility will be compatible with the general area.

910.12 *No tower shall exceed the height of 165 feet, which is measured from base of tower to top of tower.*

Response: The tower will be 145 feet tall, as measured from the base of the tower to the top of tower and therefore complies with this standard.

910.13 *The City Council may require that the applicant apply to the Federal Aviation Administration (FAA) for compliance with FAA standards for a dual lighting system rather than a red and white marking pattern, when such marking pattern is determined to be aesthetically blighting due to the visibility of the tower.*

Response: Harmoni will comply with FAA lighting requirements

910.14 *The base of the tower shall be surrounded by a fence or wall at least eight feet (8') in height unless the tower co-locates on a structure that makes such fence or wall impractical, as determined by the City. Such fences or walls shall be screened in accordance with Section 712 (Buffering and Screening) of this Ordinance.*

Response: As shown in Sheet Z-4, the Tower Facility will be enclosed with an 8-foot fence in conformance with this standard.

910.15 *No advertising logo or signage is permitted on any tower or antenna.*

Response: The Tower Facility will have minimal signage, which is typically affixed to the gate of the compound and provides site identification, emergency call numbers and other information as required by the FCC. No advertising signage will be installed.

APPENDIX A: EXHIBIT 1

910.16 *The City Council may require any other conditions, such as tower height or appearance, to mitigate the impact of the tower on adjacent properties and land uses.*

Response: The proposed Tower Facility will be a monopole design, in conformance with Section 910.10 and at 145-feet, will be less than the maximum height permitted by Section 910.12. The site is located in an Industrial zoning district, surrounded by industrial uses and buffered from adjacent residential districts by topography and naturally occurring woodland. Harmoni believes that this site will have minimal negative impact on surrounding properties and land uses, while providing improved telecommunications services to the area.

910.17 *Modifications to existing communication towers that are otherwise consistent with this ordinance and do not substantially change existing towers shall be allowed to be permitted administratively without requiring additional review as a Special Use when the Planning Director finds that the modifications:*

A. Do not increase the height of the tower by more than 10 percent;
B. Will not extend more than 20 ft. from the tower;
C. Will add no more than one equipment shelter or four equipment cabinets;
D. Will not involve excavation outside the tower site or existing utility or access easements; and
E. Do not exceed the maximum permitted height of 165 ft. for communication towers. Modifications that do not meet the above standards may be allowed, but require review and approval as a Special Use and must meet all standards for such uses.

Response: This application is for a new tower facility and therefore this Standard does not apply.

911 Communication towers in residential zoning districts:

911.1 The tower shall be setback from any property line or structure not associated with the tower by a distance of not less than 200 feet, unless the Planning Board and City Council find that due to existing topography, vegetation, adjacent commercial or industrial development, or technical practicality, a lesser setback would still be harmonious with the surrounding area and meet the intent of this Ordinance. In no case shall the setback be less than 50% of the height of the tower, and towers must be designed to collapse within a radius of half the tower height. In no case shall a tower be approved that is located within 200 ft. of any off-site residential structure.

Response: The site for this proposed Tower Facility is located within the Light Industrial District (I-1) and therefore this Standard does not apply.

911.2 Buildings associated with communication towers located in residential zoning districts may not be used as an employment center for any worker. This provision does not prohibit periodic maintenance or monitoring of equipment and instruments. Such buildings shall have brick veneer and a pitched roof.

Response: The site for this proposed Tower Facility is located within the Light Industrial District (I-1) and therefore this Standard does not apply.

APPENDIX A: EXHIBIT 1

912 Communication towers located in non-residential zoning districts (excluding B-5, B-6 & B-7):

912.1 *The tower shall be setback from any property line or structure not associated with the tower by a distance not less than 50% of the tower's height.*

Response: The monopole tower will be 145 feet tall, which requires a minimum setback of 72.5 feet from the adjacent property lines and structures. As shown on Sheet 2 of the attached drawings, the tower will be located 73 feet from the north and south property lines and 78 feet from the existing Polychem Alloy building on the property.

912.2 *The exterior appearance of all buildings associated with the tower shall be compatible with structures in the general area.*

Response: The buildings associated with the tower are limited to the enclosures for base station equipment that will be placed within the fenced compound area. These enclosures typically have the appearance of a small pre-fabricated building or weatherproof outdoor cabinets that are typical of similar utility installations. This type of building or enclosure is common in Industrial settings and therefore the appearance of this tower facility will be compatible with the general area.

APPENDIX A: EXHIBIT 2

Client#: 2209128 140PALISCOM

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 5/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
McGriff, a MMA LLC Company 5850 Waterloo Road, Suite 240 Columbia, MD 21045 410 480-4400	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: mcg.coi@marshmma.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hanover Insurance Company	22292
INSURED Harmoni Towers Gateway LLC 6210 Ardrey Kell Road Suite 375 Charlotte, NC 28277	INSURER B : The Continental Insurance Company	35289
	INSURER C : Allmerica Financial Benefits	41840
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		ZHQH39487607	12/02/2025	12/02/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	X		AWQJ29289103	12/02/2025	12/02/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X		UHQH39506406	12/02/2025	12/02/2026	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
B	DED X RETENTION $0	X		7036404314	12/02/2025	12/02/2026	Ea Occ/Agg	$16,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL NAMED INSUREDS

Alpha Towers HoldCo III LLC
Alpha Towers PropCo III LLC
Harmoni Completed Towers, LLC
Harmoni Network Services, LLC
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Lenoir Attn: City Hall 801 West Avenue NW Lenoir, NC 28645	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsha K. Stark

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ACORD 25 (2016/03) 1 of 2 #S39874326/M38982164 The ACORD name and logo are registered marks of ACORD EPET

DESCRIPTIONS (Continued from Page 1)

Harmoni Towers Assetco II, LLC
Harmoni Towers Assetco, LLC
Harmoni Towers Development Company Holdings I, LLC
Harmoni Towers Development Company Holdings II, LLC
Harmoni Towers Development Company, LLC
Harmoni Towers Gateway LLC
Harmoni Towers Holdings, LLC
Harmoni Towers Infrastructure, LLC
Harmoni Towers Management, LLC
Harmoni Towers, L.P.

APPENDIX A: EXHIBIT 3, CASH BOND

Bond No. 016253951

Tower Removal Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we Harmoni Towers Gateway LLC, a corporation duly organized under the laws of the State of _____, as Principal and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto City of Lenoir, NC as Obligee, in the amount of Ten Thousand Dollars and 00/100 ($ 10,000.00) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

Whereas, the Principal has obtained written approval from the Obligee for the construction and erection of a wireless communication tower located at 208 Polychem Ct., Lenoir, NC 28645, Site ID# NC0010097 Hoover. Now, therefore if the principal well and truly complies with the maintenance, replacement, removal or relocation of the tower from the aforementioned address within 30 days upon receipt of written notice from the Obligee, to remove, replace, modify, or relocate the tower from said premises then this obligation is void otherwise to remain in full force and effect unless cancelled as set forth below:

1. It shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts of such default shall be, within Thirty (30) days, delivered to Surety at it Home Office located at 175 Berkeley Street , Boston, MA 02116 by registered mail to the Surety and the Surety shall not be obligated to perform Principals obligation until sixty (60) days after Surety's receipt of such statement.
2. The surety may cancel this bond at any time by giving Thirty (30) days notice, by registered mail or overnight courier service to 801 West Avenue Northwest, Lenoir, NC 28645 (Obligee). Such termination shall not affect liability incurred under this obligation prior to the effective date of such termination.
3. No action, suit, or proceeding shall be maintained against the Surety on this bond unless the action is brought within twelve (12) months of the cancellation date of this bond.
4. Regardless of the number of years this bond may be renewed; in no event shall the liability of the Surety exceed the penal sum of this bond.
5. It is understood that the non-renewal of this bond by the Surety, or failure or inability of the Principal to file a replacement bond shall not constitute a loss recoverable by the Obligee under this bond.

Signed, sealed, and witnessed this ~~5th~~ 8th day of June, 2026.

Harmoni Towers Gateway LLC
Principal

By: Nancy Venturelli
Director, Contracts Administrati

Witness

The Ohio Casualty Insurance Company
Surety

By: Mark W. Edwards II
Mark W. Edwards, II , Attorney-In-Fact

APPENDIX B LEASE, MAINTENANCE, AND REMOVAL AGREEMENT

***** Lease agreement and maintenance/removal agreement continue on following pages*****

APPENDIX C: REAL ESTATE APPRAISAL

JC MORGAN
REAL ESTATE VALUATION | REVIEW | CONSULTING

June 4, 2026

City of Lenoir Planning & Development Department
801 West Ave NW, 3rd Floor
Lenoir, NC 28645

Re: Special Use Permit Application
Parcel #06-235-2-24-C
208 Polychem Court,
Lenoir, NC 28645

JC Morgan Company is a real estate appraisal and consulting firm based in Wilmington, NC. Since 2010, our firm has appraised and consulted on hundreds of properties throughout North Carolina. The property types we appraise and provide consulting services for include land, residential, retail, office, special use, multi-family, industrial, mixed-use and more. Our client base consists of real estate owners, developers, banks, local and federal governments, attorneys, utility companies and airport authorities.

We were recently engaged by the applicant to perform research and analysis that would enable me to conclude an opinion as to Item 7 of the Special Use Permit application. Item 7 states:

> *The exterior architectural appearance and function plan of any proposed building or structure will not vary greatly from any buildings or structures already constructed or in the course of construction in the immediate vicinity or from the character of the applicable district, so as to cause a substantial depreciation in the property values of the immediate vicinity.*

As our expertise is in real estate valuation, our research and opinions address the valuation component of Item 7.

Lumina Station
1904 Eastwood Road · Suite 305 · Wilmington, NC · 28403
PO Box 481 · Wrightsville Beach, NC · 28480
Tel: 910-256-2920

APPENDIX C: REAL ESTATE APPRAISAL

To develop an opinion for this requirement, we reviewed the physical characteristics of the property and proposed tower. Then, we performed a *Paired Sales Analysis* and reviewed several Research/Case Studies.

Paired Sales Analysis

This method includes the following:

1. Locating properties that are adjacent to or within close proximity to existing tower structures;
2. Researching those properties to determine if any have recently sold;
3. Comparing those sales to other similar properties that have also recently sold and are not adjacent to or near the same tower;
4. Then, analyze the sales of each property, compare them, and determine if there is any discernable impact that the proposed tower would have on the property values of the adjoining or abutting properties.

We identified several existing tower structures and sales of surrounding residential properties in Cumberland, Carteret, Craven, Nash, Wayne, Yadkin, Caldwell and New Hanover counties.

Also, as part of our *Paired Sales Analysis*, we researched several commercial properties to help determine if the proposed tower would have an impact on commercial property values. We compared the sales prices and lease rates of commercial properties adjacent to or near communication towers, to similar properties further from the towers. The data suggested that the towers had no negative impact on the values of the adjoining or abutting properties.

Research/Case Studies

In addition to this *Paired Sales Analysis*, we reviewed several research/case studies. These include the following:

Wireless Communication Towers (Cell Towers) Influence Residential Real Estate Values, by Valbridge Property Advisors (2018)

Valbridge Property Advisors conducted paired-sales analyses in four U.S. metro areas (Boston, Dallas, Phoenix, and Raleigh) using single-family home sales data from Q1 2015 through Q1 2018. The goal was to measure whether proximity to a wireless

communication tower (within a 0.25-mile radius) negatively affects home values compared to properties 0.50–1.0 mile away.

Overall, the average and median prices increased in four of five sub-areas, and one sub-area showed no measurable difference.

In the Raleigh study, 14 of 22 paired sale comparisons showed higher sale prices for homes within 0.25 miles of a cell tower, while 8 of 22 pairings showed slightly lower sell prices.

The study concluded that there was no negative impact on property values within the 0.25-mile radius of a tower. Any measurable differences (either positive or negative) were less than 1%, often defined as not statistically significant.

Wireless Towers and Home Values: An Alternative Valuation Approach Using a Spatial Econometric Analysis, by Affuso, Cummings & Le (2018)

The Affuso et al. (2018) study examined whether wireless towers influence residential property values in one Alabama county, and it found that any measurable effects were limited in size and distance, applying only to homes located within about 0.72 km (0.447 miles) of a tower.

Within this narrow radius, the study reported a modest average price change of about 2.46%, indicating only a small, localized adjustment rather than a broader market impact.

Larger effects appeared only for the subset of homes with direct tower visibility, and even then, the authors emphasized that these results do not extend to properties beyond the 0.447-mile range, where no significant price differences were detected. Importantly, the research addressed only single-family residential sales, meaning its findings do not apply to commercial, industrial, agricultural, or other property types, which were not analyzed in the dataset.

APPENDIX C: REAL ESTATE APPRAISAL

Based on the data reviewed, we were unable to find any evidence that the proposed project would have a negative impact on the adjacent properties. As such, it is our opinion that the proposed project will not substantially injure the value of adjoining or abutting properties.

Should you have any questions, or want to discuss this matter further, please do not hesitate to contact us.

Sincerely,

Cal Morgan

Jack C. (Cal) Morgan, III, MAI, SRA, AI-GRS
JC Morgan Company

Jonathan D. Miles, MAI, SRA, AI-GRS, AI-RRS, RW-AC
JC Morgan Company

Site ID: NC00010097
Site Name: HOOVER

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement or Lease**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Chakra Gupta, LLC, a North Carolina limited liability company, having a mailing address of [redacted] ("**Landlord**") and Harmoni Towers Gateway LLC, a Delaware limited liability company, having a mailing address of 6210 Ardrey Kell Road, Suite 375, Charlotte, North Carolina 28277 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 208 Polychem Court, in the City of Lenoir, County of Caldwell, State of North Carolina (collectively, the ""**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE.

(a) Landlord grants to Tenant and Tenant hereby leases from Landlord under the terms and conditions set forth herein a certain portion of the Property containing approximately 5,625 square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the "**Premises**"), for the placement of a Communication Facility in accordance with the terms of this Agreement, together with an easement, or easements, for and any access/ingress, egress, utilities, fiber, easements, guy wire/anchor easements and/or utility easements and any other easements required by the local governing authorities, including, without limitation, a landscape buffer or "Fall Zone" (if applicable), for the duration of the lease on the property which is more particularly, (the "**Easements**"), for the placement of a Communication Facility, collectively all as described on attached **Exhibit 1** attached hereto and made a part hereof. The Easement rights herein granted include the right and authority of Tenant to grant or assign to third parties all or some of the easement rights granted to the Tenant herein without additional consideration paid to Landlord.

(b) During the Due Diligence Period and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Effective Date, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Any such Tests as referenced herein shall not be deemed 'commencement of construction' for purposes of establishing the Rent Commencement Date (as hereinafter defined).

(c) Within thirty (30) business days following the Effective Date, Tenant shall pay the Landlord the sum of [redacted] the "Due Diligence Fee") which Due Diligence shall be nonrefundable to Tenant, except in the event that this Agreement is terminated by Tenant prior to the Rent Commencement Date due to a default by Landlord. The term of the due diligence period shall be for three (3) year period commencing on the Effective Date (the "**Due Diligence Period**").

(d) Provided that construction of the Communication Facility (as hereinafter defined) has not commenced, it is understood that Tenant shall have the right to terminate this Agreement during the Due Diligence Period for any reason or no reason at all, without any further liability or obligation to Landlord except those obligations which specifically survive the expiration or termination of this Agreement, by delivery of written notice of termination to Landlord prior to the Rent Commencement Date.

(e) If during the Due Diligence Period or the Term, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Due Diligence Period or the Term, Landlord shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) calendar days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the **Surrounding Property** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the Effective Date (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for seventeen (17) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other party written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If the Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**".

4. RENT.

(a) Commencing on Rent Commencement Date as defined below, Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, [redacted] (the "**Rent**"), which shall be deemed to include any applicable [redacted] at the address set forth above or by electronic funds transfer. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date subject to the provisions of Section 24(k). The "**Rent Commencement Date**" shall mean the first day of the month following the date the Tenant commences construction of the Communication Facility; provided, however, in the event that Tenant has not commenced construction of the Communication Facility by the expiration of the Due Diligence Period, this Agreement shall automatically terminate and the parties shall be released from further liability or obligation hereunder except those obligations which specifically survive the expiration or termination of this Agreement.

(b) The Rent will increase annually by [redacted] over the Rent paid during the previous year, effective the first day of the month in which the anniversary of the Rent Commencement Date occurs.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) Landlord will agree that all payments due to Landlord from Tenant will be made by electronic funds transfer ("EFT"). Any cause for delay of payment to the Landlord from the Tenant due to the Landlord's change of financial institution or account as provided on the Direct Deposit form or the financial institution's actions or lack of action will not be considered a delay in or lack of payment by the Tenant. As a condition precedent to any payment, Landlord agrees to provide Tenant with completed payment forms, or the equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

5. APPROVALS.

(a) Attorney-In-Fact and Cooperation. Landlord agrees that Tenant's ability to use the Premises is

contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord hereby irrevocably appoints Tenant or Tenant's agent as Landlord's agent to file such applications on behalf of Landlord with federal, state and local governmental authorities which relate to Tenant's Intended Use of the Property, including, but not limited to, land use and zoning applications. Landlord agrees to cooperate with Tenant in obtaining and maintaining, at Tenant's expense, all licenses and permits required for Tenant's use of the Property (the "Governmental Approval").

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals. Any and all testing during the Due Diligence Period will not constitute construction for the purposes of the Rent Commencement.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of [redacted] Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference

(except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability , costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability , costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement, other than those liens and encumbrances shown on **Exhibit 2**; (iii) as long as Tenant is not in default beyond any applicable cure period then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord,

(c) Subordination and Non-Disturbance. This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Landlord which may now or hereafter encumber the Premises and Easement(s), provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Tenant agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises and Easement(s), such holder shall recognize and confirm the validity and existence of this Lease and that Tenant shall have the right to continue its use and occupancy of the Premises and Easement(s) in accordance with the provisions of this Lease as long as Tenant is not in default of this Lease beyond applicable notice and cure periods. Tenant shall

execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. Landlord represents and warrants that it has not granted any mortgage, deed of trust, or other security instrument encumbering the Property at any time after the Effective Date of this Agreement. Landlord further covenants not to grant any mortgage, deed of trust, or other security interest, or any interest whatsoever affecting the Site, the Leased Premises, or the Easements at any time between the Effective Date and the recordation date of the Memorandum of Lease.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 3** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Rent Commencement Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities or fiber serving the Premises. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall

execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 5**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, [redacted]er day until Landlord provides Access to the Premises pursuant to the terms of this Section. Landlord acknowledges and agrees Tenant may take a credit against any future payments of Rent, without notification to Landlord, of the amount of such liquidated damages. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities and fiber on the Property and the Premises, at Tenant's expense and discretion of such utility and/or fiber provider, and to improve present utilities and/or fiber on the Property and the Premises. on the Property and the Premises; by way of example, such utilities shall include overhead and underground electric, water, data transmission, and other necessary utility facilities (including guys, wires, poles, and other appurtenant equipment). Landlord hereby grants to Tenant and any service company providing utility, fiber or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, guys, wires, poles, circuits, and conduits, associated equipment cabinets, and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within sixty (60) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within sixty (60) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

(a) Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

(b) Tenant's lessee(s), licensee(s) and subtenant(s) shall be entitled to modify the Communication Facilities and to erect additional improvements on the Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment, together with rights of ingress and egress to the Premises and the right to install utilities and fiber to and on the Premises as if said lessee, licensee or subtenant were the Tenant under this Agreement.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: Harmoni Towers Gateway LLC
Attn: Real Estate
6210 Ardrey Kell Road, Suite 375
Charlotte, North Carolina 28277
REAdmin@harmonitowers.com

cc:

Harmoni Towers Gateway LLC
Attn: General Counsel
6210 Ardrey Kell Road, Suite 375
Charlotte, North Carolina 28277

For Emergencies: NOC@harmonitowers.com 800-821-5825

If to Landlord: Chakra Gupta, LLC
[redacted]

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, the sale of the Property or an assignment of the Rent payments by Landlord to a third party. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment for which all or a portion of such taxes or assessments are imposed on Tenant's leasehold improvements, Landlord shall provide Tenant with copies of such notice upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the portion of tax or assessment imposed on Tenant's leasehold improvements and Landlord shall not have the right to reimbursement of such amount from Tenant. For any request of reimbursement by Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments, provide Tenant with a request for reimbursement with accompanying evidence of Landlord's timely payment to the taxing authority ("Tax Reimbursement Request"). Subject to Section 21(c), Tenant shall reimburse Landlord within thirty (30) days from the Tax Reimbursement Request. Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord. For the sake of clarity, in the event Landlord fails to pay any tax or assessment within such time period identified in the tax bill or notice of assessment, Tenant is under no obligation to provide reimbursement for any late fees or penalties.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Promptly after the Effective Date, Landlord shall provide the Notice address set forth in Section 17 to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(f) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

i. Old deed to Property
ii. New deed to Property
iii. Bill of Sale or Transfer
iv. Copy of current Tax Bill
v. New IRS Form W-9
vi. Completed and Signed Tenant Payment Direction Form
vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion without the prior consent of Tenant, which consent may be withheld in Tenant's sole discretion.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the Offer and agree in writing (the "**Exercise Notice**") to match the financial terms of the Offer. For the avoidance of doubt, to exercise its rights under this Section 23, Tenant shall not be required to match any compensation due to parties unrelated to Landlord, including but not limited to broker compensation. The Exercise Notice shall be in the form of a contract substantially similar to the Offer (matching the financial terms); provided, however, that Landlord and Tenant acknowledge and agree that the Exercise Notice is intended to be a letter of intent or similar, and the parties shall thereafter negotiate in good faith the documents reasonably required to consummate Tenant's exercise of its rights under this Section 23. Tenant may assign its rights to a third party under this Section 23. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to

exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 6**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion.

(c) **Limitation of Liability**. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any of its Affiliate of Harmoni Towers Gateway LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival**. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL**. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

(q) **Exclusivity.** Landlord agrees not to lease any of Landlord's property within a radius of five (5) miles from the Premises for construction of a tower, for the construction or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Tenant.

(r) **Confidentiality**. Landlord agrees that the terms of this Agreement shall be strictly confidential, and that Landlord shall not disclose any of the terms hereof to any third party, except with Tenant's prior written consent, which consent may be withheld in Tenant's sole discretion. Notwithstanding the foregoing, Landlord is permitted to disclose the terms of this Agreement to its attorneys, accountants and lenders, ("Authorized Parties") on a "need to know" basis. Landlord agrees that such Authorized Parties shall be bound by the confidentiality provisions of this Section 24(r). If Landlord attempts to sell, convey, assign or transfer a property interest in or related Premises without complying with this Section 24(r), the sale, conveyance, assignment, or transfer shall be void. Tenant shall not be responsible for any failure to make any payments required under this Agreement and reserves the right to hold payments due under this Agreement until the Landlord complies with this Section 24(r).

(s) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency or epidemics; and (h) strikes, labor stoppages or slowdowns, or other industrial disturbances. The party suffering a force majeure event shall give

written notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.

(t) **Self Help**. Without limiting Tenant's right to terminate this Lease pursuant to Section 6 hereof, in case of a breach of any covenant or term hereof by the Landlord, the Tenant may, in its sole discretion, elect to remedy the Landlord's breach, which remedy shall not operate or be construed as a waiver of the Tenant's rights herein to recover the cost of such remedy from the Landlord by setoff or otherwise, and the Landlord shall indemnify the Tenant from any and all costs, expenses, reasonable attorney fees and litigation expenses as may be incurred by the Tenant in performing the Landlord's obligations hereunder.

[SIGNATURES APPEAR ON NEXT PAGE]

HARMONY

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

Chakra Gupta, LLC,
a North Carolina limited liability company

By: _____
Print Name: CHAKRA GUPTA
Its: MANAGING MEMBER
Date: 03-30-2026

LANDLORD ACKNOWLEDGMENT

STATE OF NC)
) ss:
COUNTY OF Caldwell)

I CERTIFY that on March 30, 2026, Chakra Gupta [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the managing member [title] of Chakra Gupta LLC [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Kelly S Stilwell
Notary Public: Kelly S Stilwell
My Commission Expires: 1-22-28

KELLY S STILWELL NOTARY PUBLIC CALDWELL COUNTY, N.C. MY COMMISSION EXPIRES 1/22/2028

"TENANT"

Harmoni Towers Gateway LLC,
a Delaware limited liability company

By: Nancy Venturelli
Print Name: Nancy Venturelli
Its: Director, Contracts Administration
Date: 4/16/26

TENANT ACKNOWLEDGMENT

STATE OF NC

COUNTY OF Mecklenburg

On the 16th day of April, 2026 before me personally appeared Nancy Venturelli who acknowledged under oath that he/ she is the Director, Contracts Admin of Harmoni Towers Gateway LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: Emily Jenkins
My Commission Expires: 9/28/26

EMILY JENKINS
NOTARY PUBLIC
MECKLENBURG COUNTY, NC
My Commission Expires September 28, 2026

EXHIBIT 1

DESCRIPTION OF PROPERTY, PREMISES, AND EASEMENTS

to the Lease Agreement dated April 16th, 2026, by and between Chakra Gupta, LLC, a North Carolina limited liability company, as Landlord, and Harmoni Towers Gateway LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Situate in Caldwell County, State of North Carolina:

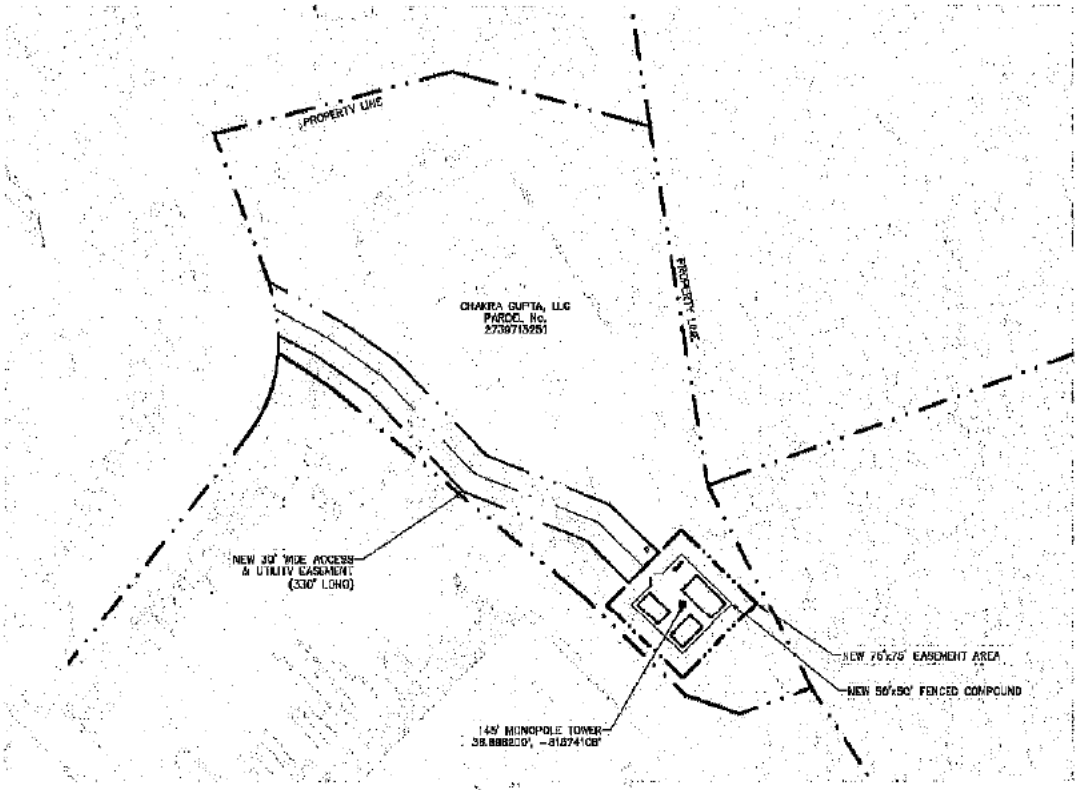
Being all of Lot No. 10 as described on that certain plat entitled "Minor Subdivision of the property of Larry W. Taylor and wife, Elizabeth W. Taylor", recorded on August 10, 2005, in Plat Book 22, Page 142, Caldwell County Registry of Deeds, said plat being referred to for greater certainty of description.

Being The Same Property Conveyed to Chakra Gupta, LLC, Grantee, From Larry W. Taylor And Wife, Penny W. Taylor, Grantor, By Deed Recorded 11/03/2005, As Instrument # Book 1572, Page 1752 of the Caldwell County records.

HARMONI

The Premises and Easements are described and/or depicted as follows:

A 5,625 square feet parcel of land for the tower compound being located around the base of the tower along with any and all access and utility easements being 30 feet in width, all being a portion of the parent tract (see attached warranty deed for legal description of parent tract, if available). The legal description of the Leased Premises shall be determined by survey and shall thereafter replace this Exhibit 1.



DRAFT

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 2

MORTGAGES, LIENS or JUDGMENTS
(Any Encumbrance)

Landlord represents and warrants that the Property, as of the Effective Date, is free of encumbrances except as follows:

As listed under the Alta Commitment For Title Insurance issued by Old Republic National Title Insurance Company on October 1, 2025:

[redacted]

EXHIBIT 3

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

NONE.

HARMONY

EXHIBIT 4
[FOLLOWS ON NEXT PAGE]

HARMONY

Prepared by and after recording return to:

Site ID: NC00010097
Site Name: Hoover
County: Caldwell
State: North Carolina

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, between _____ having its principal office at _____, (hereinafter called "**Mortgagee**") and _____, a _____ _____ having its principal office/residing at _____ (hereinafter called "**Landlord**"), and Harmoni Towers Gateway LLC, a Delaware limited liability company, having a mailing address of 6210 Ardrey Kell Road, Suite 375, Charlotte, North Carolina 28277 (hereinafter called "**Tenant**").

W I T N E S S E T H:

WHEREAS, Tenant has entered into a certain Lease Agreement dated _____, 20__, (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Landlord has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of _____, being identified as Lot _____ in Block ____ in the _____ of _____, _____ County, State of _____ ("**Property**"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of _____ ($_____) Dollars, which Mortgage has been recorded in the appropriate public office at Page _____, Book _____ (Instrument #_____) in and for _____ County, _____ ("**Mortgage**"); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which

the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

(a) personally liable for any act or omission of any prior landlord (including Landlord); or

(b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: CHAKRA GUPTA, LLC.
a _____

By: _____
Name: CHAKRA GUPTA
Title: MANAGING MEMBER
Date: 03-30-2026

LANDLORD (CORPORATION)

STATE OF NC)
) ss
COUNTY OF Caldwell)

The foregoing instrument was acknowledged before me this 30 day of March, 2026, by Chakra Gupta [name of representative], the managing member [title] of the corporation, ( ) who is personally known OR ( ) who has produced NC DL # 422353 as identification.

_____
Notary Public
My Commission Expires: 1-22-29

KELLY S STILWELL NOTARY PUBLIC CALDWELL COUNTY, N.C. MY COMMISSION EXPIRES 1/22/2026

HARMONY

TENANT: Harmoni Towers Gateway LLC,
a Delaware limited liability company

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

TENANT

STATE OF _____)
) ss
COUNTY OF _____)

On the _____ day of _____, 20__, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of _____ LLC, a Delaware limited liability company, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

_____
Notary Public: _____
My Commission Expires: _____

HARMONI

MORTGAGEE: _____,
a _____ _____.

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

MORTGAGEE (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 20___ by _____ [name of representative] the _____ [title] of _____[name of banking institution], a _____ corporation on behalf of the corporation ( ) who is personally known OR ( ) who produced _____ as identification.

_____
Notary Public
My Commission Expires: _____

HARMONY

EXHIBIT 1

DESCRIPTION OF PREMISES

The Property is legally described as follows:

The Premises is legally described as follows:

EXHIBIT 5

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

HARMONI

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to [_____]

Dear Building and Security Staff,

Please be advised that we have signed a lease with [_____] permitting [_____] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [_____] and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, [_____] representatives may be seeking access to the property outside of normal business hours. [_____] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

CHAKRA GUPTA, LLC
240 POLYCHEM CT
LENOIR, NC 28645
828-754-7570

March 31, 2026

Building Staff / Security Staff / Employees
Landlord, Lessee, Licensee
208 PolyChem Ct
Lenoir, NC 28645

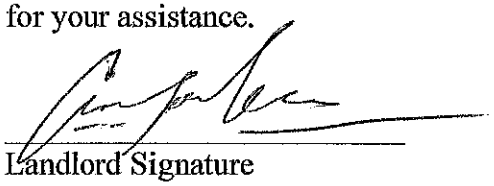
Re: Authorized Access granted to Harmoni Towers Gateway, LLC

Dear Building / Security Staff and Employees,

Please be advised that we have signed a lease with Harmoni Towers Gateway, LLC permitting Harmoni Towers Gateway, LLC to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant Harmoni Towers Gateway, LLC and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, Harmoni Towers Gateway, LLC representatives may be seeking access to the property outside of normal business hours. Harmoni Towers Gateway, LLC representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.



Landlord Signature

EXHIBIT 6

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

HARMONY

Prepared by and Return To:
Harmoni Towers Gateway LLC
6210 Ardrey Kell Road, Suite 375
Charlotte, North Carolina 28277

Site ID: NC00010097
Site Name: Hoover
County: Caldwell
State: North Carolina

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this _____ day of _____, 20___, by and between Chakra Gupta, LLC, a North Carolina limited liability, having a mailing address of 240 Polychem Court, Lenoir, NC 28645 (hereinafter referred to as "**Landlord**") and Harmoni Towers Gateway LLC, a Delaware limited liability company having a mailing address of 6210 Ardrey Kell Road, Suite 375, Charlotte, North Carolina 28277 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a Lease Agreement ("**Agreement**") on the _____ day of _____, 20____, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on _____, with seventeen (17) successive automatic five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.

4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.

5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

By: _____
Print Name: CHAKRA GUPTA
Its: MANAGING MEMBER
Date: 03-30-2026

LANDLORD ACKNOWLEDGMENT

STATE OF NC)
) ss:
COUNTY OF Caldwell)

I CERTIFY that on March 30, 2026, Chakra Gupta [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the managing member [title] of Chakra Gupta LLC [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Kelly S Stilwell
Notary Public: Kelly Stilwell
My Commission Expires: 1-22-28

KELLY S STILWELL NOTARY PUBLIC CALDWELL COUNTY, N.C. MY COMMISSION EXPIRES 1/22/2028

"TENANT"

Harmoni Towers Gateway LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Its: _____
Date: _____

TENANT ACKNOWLEDGMENT

STATE OF

COUNTY OF

On the _____ day of _____, 20__, before me personally appeared _____, who acknowledged under oath that he/ she is the _____ of Harmoni Towers Gateway LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

_____
Notary Public: _____
My Commission Expires: _____

HARMONI

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Memorandum of Lease dated _____, 20___, by and between Chakra Gupta, LLC, a _____, as Landlord, and Harmoni Towers Gateway LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Situate in Caldwell County, State of North Carolina:

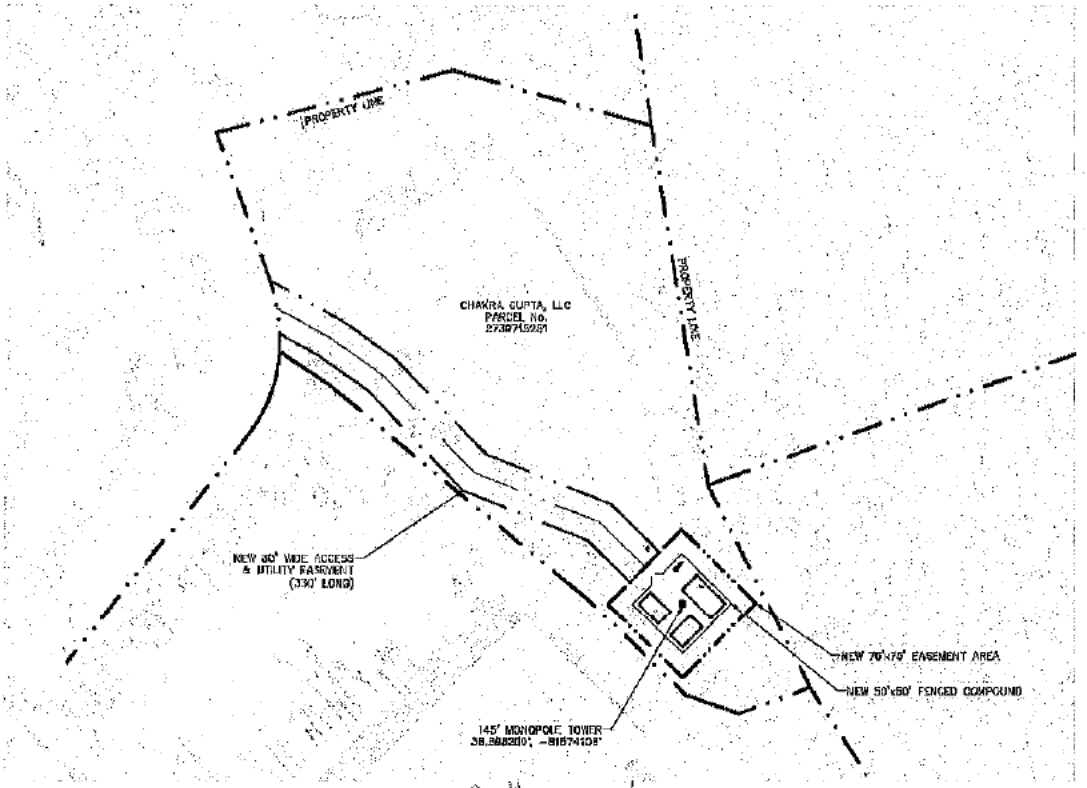
Being all of Lot No. 10 as described on that certain plat entitled "Minor Subdivision of the property of Larry W. Taylor and wife, Elizabeth W. Taylor", recorded on August 10, 2005, in Plat Book 22, Page 142, Caldwell County Registry of Deeds, said plat being referred to for greater certainty of description.

Being The Same Property Conveyed to Chakra Gupta, LLC, Grantee, From Larry W. Taylor And Wife, Penny W. Taylor, Grantor, By Deed Recorded 11/03/2005, As Instrument # Book 1572, Page 1752 of the Caldwell County records.

HARMONI

The Premises and Easements are described and/or depicted as follows:

A 5,625 square feet parcel of land for the tower compound being located around the base of the tower along with any and all access and utility easements being 30 feet in width, all being a portion of the parent tract (see attached warranty deed for legal description of parent tract, if available). The legal description of the Leased Premises shall be determined by survey and shall thereafter replace this Exhibit 1.



NOTES:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

W-9 FORM

Bond No.016253951

Tower Removal Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we Harmoni Towers Gateway LLC, a corporation duly organized under the laws of the State of _____, as Principal and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto City of Lenoir, NC as Obligee, in the amount of Ten Thousand Dollars and 00/100 ($ 10,000.00) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

Whereas, the Principal has obtained written approval from the Obligee for the construction and erection of a wireless communication tower located at 208 Polychem Ct., Lenoir, NC 28645, Site ID# NC0010097 Hoover. Now, therefore if the principal well and truly complies with the maintenance, replacement, removal or relocation of the tower from the aforementioned address within 30 days upon receipt of written notice from the Obligee, to remove, replace, modify, or relocate the tower from said premises then this obligation is void otherwise to remain in full force and effect unless cancelled as set forth below:

1. It shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts of such default shall be, within Thirty (30) days, delivered to Surety at it Home Office located at 175 Berkeley Street , Boston, MA 02116 by registered mail to the Surety and the Surety shall not be obligated to perform Principals obligation until sixty (60) days after Surety's receipt of such statement.
2. The surety may cancel this bond at any time by giving Thirty (30) days notice, by registered mail or overnight courier service to 801 West Avenue Northwest, Lenoir, NC 28645 (Obligee). Such termination shall not affect liability incurred under this obligation prior to the effective date of such termination.
3. No action, suit, or proceeding shall be maintained against the Surety on this bond unless the action is brought within twelve (12) months of the cancellation date of this bond.
4. Regardless of the number of years this bond may be renewed; in no event shall the liability of the Surety exceed the penal sum of this bond.
5. It is understood that the non-renewal of this bond by the Surety, or failure or inability of the Principal to file a replacement bond shall not constitute a loss recoverable by the Obligee under this bond.

Signed, sealed, and witnessed this ~~5th~~ 8th day of June, 2026.

Witness

Harmoni Towers Gateway LLC
Principal

By: Nancy Ventrinelli
Director, Contracts Administration

The Ohio Casualty Insurance Company
Surety

By: Mark W. Edwards, II
Mark W. Edwards, II , Attorney-In-Fact

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213597-016032**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards, II; Richard H. Mitchell; Robert R. Freel; Samuel F. Audia, III; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of June, 2024

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

City Council
Meeting Minutes
Tuesday, June 16, 2026
6:00 PM

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

City Staff: In attendance was Finance Director Donna Bean, Public Services Public Works Director Jon Hogan, Communication & Public Information Director Joshua Harris, Police Chief Andy Wilson, Planning Director Hannah Williams, City Parks & Recreation Director Phil Harper, Economic Development Main Street Director Brenda Floyd, Assistant Fire Chief/Fire Marshall Chris Jacobs, and Community Engagement Coordinator Ashley Smith.

Absent Public Services Public Utilities Director Jeff Church, and Fire Chief Norman Staines.

I. Call to Order

Mayor Gibbons thanked everyone in attendance for the reception held for the Leadership Lenoir class prior to the City Council meeting.

Mayor Gibbons also announced South Caldwell High School women's softball team won the 2026 NCHSAA 6A State Championship, South Caldwell High School baseball team was the runner-up for the NCHSAA 6A Baseball State Championship, Hibriten High School women's soccer team was the runner-up for the NCHSAA 4A State Womens Soccer Championship, Caldwell Community College and Technicial Institute's softball team was runner-up in the NJCAA Division III Softball World Series, and their baseball team was also in the NJCAA Division III Region 10/Mid-Atlantic Championship. Mayor Gibbons said the city is proud of all the athletic teams in Caldwell County.

A. The meeting was opened by a moment of silence and the pledge of allegiance led by Mayor Gibbons.

B. Special Recognition Leadership Lenoir: Communication & Public Information Director Joshua Harris said the Leadership Lenoir program promotes civic learning and engagement to learn about local government. This program started in March 2026 and has held 12 classes. Harris said he appreciates the class for being willing to learn and invest their time. Some of the topics discussed were local government, Communications, Planning, Public Safety, Water & Sewer, Streets & Sanitation, Parks & Recreation, Western Piedmont Council of Governments, Main Street, Historic Preservation, and Finance.

Director Joshua Harris and Mayor Gibbons presented certificates of achievement

to the Leadership Lenoir graduates.

Mayor Gibbons thanked the class for participating and attending the meeting.

II. Matters Scheduled for Public Hearings

A. Historic Preservation Commission: A public hearing was held for consideration of approval of the ordinance amendments following consideration at the May 11, 2026, Planning Board Meeting. The Planning Board has served as the City's Historic Preservation Commission (HPC) since the commission was established in 2019, in accordance with NCGS 160D-303(b), which requires that at least three members have a demonstrated special interest or expertise in historic preservation or related fields such as history, architecture, or anthropology. The proposed ordinance amendments would re-establish the HPC as a separate five-member board. Currently, five Planning Board members who meet the required qualifications are willing to continue serving on the re-established commission.

Mayor Gibbons opened the public hearing and asked Planning Director Hannah Williams to speak about the proposed ordinance amendments.

Planning Director Hannah Williams said this would be for amendments to change the structure of the commission from being Planning Board members to an appointed board. The five Planning Board members that currently serve and that have demonstrated special interest in Historic Preservation will continue to serve.

Director Williams stated their names and year of term ending for the record.
Historic Preservation Commission Board
John Arnaud (2027)
Edward Terry (2027)
Lucy McCarl (2027)
Kyle Case (2029)
Sharon Bryant (2028)

Mayor Gibbons asked if anyone would like to address the council concerning this public hearing.

Planning Director Williams said Lenoir is interested in receiving a Historic Preservation status called Certified Local Government. Receiving this status would open up funding opportunities. A part of this certification is having a Historic Preservation Commission with five members having a demonstrated special interest in those topics.

Mayor Gibbons closed the public hearing.

Upon a motion by Mayor Pro-Tem Perkins, City Council voted 7 to 0 to approve the ordinance amendments for the Historic Preservation Commission, as presented.

III. Consent Agenda Items

Mayor Gibbons presented the following items:

A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, June2, 2026, as submitted.

B. Budget Ordinance Amendment: Staff request for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2026, as submitted.

C. Bid Award 2026-2028 Asphalt Resurfacing Contract: Following review of thebids submitted for this contract, staff recommends awarding the contract to J.T. Russell & Sons, Inc. for a unit price of $140.75/ton for a two-year period. J.T. Russell & Sons, Inc. is the lowest, responsive, responsible bidder, is appropriately licensed in the state of North Carolina, and is adequately equipped to perform work of this nature. J.T. Russell & Sons, Inc. bid included the required bid security (bond) and an escalator clause for unit price adjustment based on liquid asphalt price fluctuation, as submitted.

D. Ordinance amendments: Flood Damage Prevention; First Reading; The Emergency Management Division of the NC Department of Public Safety re-issued the Non-Coastal model flood damage prevention ordinance in March 2026 with more details, more compliance with FEMA/National Flood Insurance Program, and stronger enforcement mechanisms. Staff recommends call for a Public Hearing on July 21, 2026 to consider ordinance amendments relating to Page 1 of 86 Chapter 9 (Flood Damage Prevention) of the Lenoir Code of Ordinances, as submitted.

E. Authorizing Resolution: NC Department of Commerce: City Council consider and adopt the Authorizing Resolution for NC Department of Commerce Building Reuse Grant Submission for “Project Pillar” with the City of Lenoir serving as the formal applicant, as required by grant regulations. The grant request will be for $165,000. The local government 5% ($8,250) grant match requirement provided through the Caldwell County Sales Tax Reinvestment Fund for the project. The company expects to create 37 new full-time jobs with an average salary for these positions projected at $55,727, as submitted.

Councilmember Stevens said item (E) reads "formal" instead of "former", just for clarification.

Upon a motion by Councilmember Stevens, City Council voted 7 to 0 to adopt the above listed items (A through E) on the Consent Agenda as listed and recommended.

IV. Requests and Petitions of Citizens

There were no Requests and Petitions of Citizens.

V. Reports and Boards and Commissions

There was no report from Boards and Commissions.

VI. Reports and Recommendations of the City Manager

A. City Manager Scott Hildebran presented the following items of information:

1. The City is hosting a Juneteenth Celebration at the Downtown Lenoir Stageon Friday, June 19, from 4:00 p.m. to 9:00 p.m. The event is free to the public.

2. The Appalachian Rhythm Clogging and Dance studio will perform a Rhythm Rewind Pop-Up Recital on Saturday, June 20, from 10:00 a.m. to 11:30 a.m. at the Downtown Lenoir Stage.

3. The Committee of the Whole will meet on Tuesday, June 23, at 8:30 a.m. at City Hall, Third Floor.

4. The Foothills Regional Airport Authority will meet on Wednesday, June 24, at noon.

5. City Offices are closed in observance of Independence Day on Friday, July 3.

6. The annual Fireworks Event will be held on Saturday, July 4, beginning at 9:30 p.m. at the Lenoir Optimist Park.

7. Friday Night Live concert featuring Scarlet Darling will be held Friday, July 10, from 7:00 p.m. to 10:00 p.m. at the Downtown Lenoir Stage.

8. The North Carolina Blackberry Festival will be held on Friday, July 10, and Saturday, July 11, in downtown Lenoir. The festival is open from 5:00 p.m. to 9:00 p.m. on Friday and from 9:00 a.m. to 9:00 p.m. on Saturday.

9. The Crack of Dawn Dash will be held Saturday, July 11, at 7:00 a.m.

10. The Planning Board will meet on Monday, July 13, at 5:30 p.m. at the City/County Chambers.

11. Friday Night Live concert featuring Wild Canyon will be held Friday, July 24, from 7:00 p.m. to 10:00 p.m. at the Downtown Lenoir Stage.

VII. Reports and Recommendations of the City Attorney

There was no report from the City Attorney.

VIII. Reports and Recommendations of the Mayor

Mayor Gibbons recommended Emmanuel Byers to be appointed to the Parks and Recreation Board for an unexpired term (2029). This appointment will be placed on the July 28 City Council agenda for Council's consideration of approval.

IX. Reports and Recommendations of Council Member

Councilmember Rogers announced a Learn Grow Share event will be held at Unity Park & Community Gardens on Friday, June 19, from 5:00 p.m.-7:00 p.m.

X. Adjournment

There being no further business, Mayor Gibbons adjourned the meeting at 6:27 p.m.

_____ _____

Lauren Hartley, City Clerk

Joseph L. Gibbons, Mayor

Special Recognition:

Leadership Lenoir Citizen Learning Academy 2026 Graduates

Communication & Public Information Director Joshua Harris will present certificates of achievement to the Leadership Lenoir graduates. Director Harris started Leadership Lenoir Civic Learning Academy in March this year. Council will recognize everyone who completed the academy. Find out more about the class at https://www.cityoflenoir.com/leadershiplenoir.

In March this year, Communication & Public Director Joshua Harris started the new Leadership Lenoir Civic Learning Academy. The academy offers 12 sessions covering local government in Lenoir and presentations from Department Directors about the City's departments, programs, and services. Students spent more than 24 hours learning about what the City of Lenoir offers residents and visitors.

Tonight, Tuesday, June 16, 2026, City Council will recognize the inaugural class of Leadership Lenoir.

Leadership Lenoir 2026 Graduates

- Alecia Harshaw
- Becky Gibbons
- Brian Haile
- Cindy Covington
- Cori Harper
- Donna Phillips
- Isaiah Deskins
- Jerri Pitz
- Jodi Bentley
- Joy Walker
- Juliet Fulmer
- Maggie Hlywa
- Peter Lindberg
- Rebecca Hites
- Sarah Christas
- Shay Rosenberger
- Susan Gray
- Trena Patton
- Shana Oakley

Thank you to City Council and the City Manager for supporting the program. And a big thank you to all the Department Directors for taking the time to create presentations for the class.

AN ORDINANCE OF THE CITY COUNCIL OF LENOIR, NORTH CAROLINA, AMENDING CHAPTER 2, ARTICLE V AND APPENDIX A OF THE LENOIR CITY CODE TO RE-ESTABLISH THE HISTORIC PRESERVATION COMMISSION SEPARATE FROM THE LENOIR PLANNING BOARD, PROVIDING FOR CONDIFICATION, AND AN EFFECTIVE DATE.

Whereas, the historical heritage of the City of Lenoir is a valued and important part of the general welfare; and

Whereas, the conservation and preservation of that heritage, through the documentation and regulation of historic districts or landmarks, or through the acquisition of historic properties, stabilizes and increases property values; and

Whereas, NCGS 160D-303 describes the composition and process of designating a historic preservation commission; and

Whereas, the Lenoir Planning Board finds and declares that this ordinance and these amendments consistent with the City's adopted Comprehensive Plan, which calls for the preservation of cultural and historic properties and the establishment of local standards for the renovation and re-use of historic properties; and

Whereas, the Lenoir City Council hereby finds and declares that this ordinance and these amendments are in the best interest of the public health, safety, and welfare; and

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

SECTION 1. ARTICLE V. - BOARDS, COMMISSIONS AND DEPARTMENTS

Division 7. – Historic Preservation Commission

Sec. 2-291. – Establishment of a Historic Preservation Commission

There is hereby established a Commission which shall be known as the Lenoir Historic Preservation Commission. Its jurisdiction shall include the City of Lenoir. The commission shall consist of five regular

members, who shall be citizens of the City of Lenoir or its Extra-Territorial Jurisdiction, appointed by the Mayor and approved by the City Council. All members must have demonstrated education, experience, special interest, or a combination thereof in historic preservation, history architecture, architectural history, archaeology, cultural anthropology, planning, or related field. The Historic Preservation Commission is assigned all of the powers and duties outlined in NC GS 160D-942.

Sec. 2-292. – Officers.

The Commission shall elect a chairperson and create and fill such offices as it may determine to be necessary. The term of the chairman and other officers shall be determined by the rules of procedure as adopted by the Commission.

Sec. 2-293. – Meetings generally.

The Commission shall hold at least one meeting quarterly, and all of its meetings shall be open to the public. The Commission shall keep a record of its members' attendance and of its resolutions, discussions, findings, and recommendations, which record shall be a public record.

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SECTION 2. Appendix A. Article XVII. – Historic Preservation

~~1701.1 Creation and Appointment – The Lenoir Planning Board is hereby created as the Lenoir Historic Preservation Commission, pursuant to general statute 160D-303(b), hereinafter referred to as the "Commission."~~

~~1701.2 Qualification of Members – At least three members of the Planning Board must have demonstrated education, experience, special interest, or a combination thereof, in historic preservation, history, architecture, architectural history, archaeology, cultural anthropology, planning, or related field.~~

~~1701.3 Rules of Procedure~~

~~A. The Commission shall adopt rules of procedure necessary to the conduct of its affairs and in keeping with the provisions of this ordinance.~~

~~B. The Commission shall meet at least quarterly. All meetings shall conducted in accordance with the North Carolina Open Meetings Law, G.S. Chapter 143, Article 33C (NCGS 143-318.9 to 318.18).~~

~~C. The Commission shall annually present to the local legislative body a report of its activities, budget, findings, recommendations, and actions, which shall be made available to the public.~~

1701.5 Powers and Duties - The Commission is hereby empowered to undertake such actions as may be reasonably necessary to the discharge and conduct of its duties and responsibilities as set forth in this ordinance and in the North Carolina General Statute (160d-942), including, but not limited to:

A. Organizing itself and conducting its business;
B. Receiving and spending funds appropriated by the Lenoir City Council for operating and performing its duties;

C. Conducting an inventory of properties of historical, archaeological, architectural, and/or cultural interest;

D. Recommending to the Lenoir City Council that:

1. individual buildings, structures, sites, areas, or objects within its zoning jurisdiction be designated as "historic landmarks" and that ~~areas within its zoning jurisdiction be designated as a "historic district."~~

2. areas within its zoning jurisdiction be designated as a "historic district."

3. designation of any area as a historic district, or part thereof, or of any building, structure, site, area, or object as a historic landmark, be revoked or removed for cause;

****

L. Publish information about, or otherwise inform the owners of property within the historic district or of designated historic landmarks, of any matters pertinent to its duties, organization, procedures, responsibilities, functions or requirements.

M. Cooperate with the state, federal and local governments in pursuance of the purposes of this section. The City Council, or the Commission when authorized by the City Council, may contract with the State of North Carolina or the United States of America, or any agency of either, or with any other organization, provided the terms are not inconsistent with state or federal law, for services or funds.

N. Act as, establish or designate a group, body or committee to give advice to property owners concerning the treatment of the historical and visual characteristics of their properties, such as fenestration, architectural and landscape features. The group shall act in a strictly advisory capacity to property owners, and shall abstain from offering recommendations outside of advertised meetings of the Commission prior to the Commission's decision on any application(s) for a certificate of appropriateness for proposed work on the property.

O. Take steps during the period of postponement of demolition of any historic property to ascertain what the City Council can or may do to preserve such properties, including consultation with private civic groups, interested private citizens and other public boards or agencies, including investigation of potential acquisition by the city when the preservation of a given historic property is clearly in the interest of the general welfare of the community, and such property is of certain historic, architectural and archaeological significance.

P. Assist city staff in obtaining the services of private consultants to aid in carrying out programs of research or analysis.

Q. Enter, solely in performance of its official duties and only at reasonable times, upon private lands for examination or survey thereof, provided that no member, employee or agent of the Commission may enter any private building or structure without the express consent of the owner or occupant thereof.

R. Exercise such other powers and perform such other duties as are required elsewhere by this section, the General Statutes of North Carolina or by the City of Lenoir.

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1705.6 Applications and Required Procedures

All decisions of the commission in granting or denying a certificate of appropriateness may be appealed to the ~~Lenoir City Council~~ Superior Court in the nature of certiorari. Appeals must be filed with the Lenoir City Clerk within 30 days of the receipt of written notice of the decision. To the extent applicable, the provisions of G.S. 160D-1402 apply to appeals in the nature of certiorari to the city council.

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SECTION 3. CODIFICATION. The City Clerk shall cause the Code of Ordinances of Lenoir, North Carolina to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 4. EFFECTIVE DATE. This ordinance takes effect upon adoption.

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina by the City Clerk of the City of Lenoir, this 3rd day of June and this 10th day of June, 2026.

DONE, THE PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE, by an affirmative vote of the majority of a quorum present of the City Counil of the City of Lenoir, North Carolina, at a regular meeting, this 16th day of June, 2026.

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

MAYOR/MAYOR PRO TEMPORE

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

City Clerk

[Remainder of page intentionally left blank.]

2025-2026 FISCAL YEAR
BUDGET AMENDMENT
JUNE 16, 2026

Request for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2026 as follows:

ITEM 1: ADJUSTMENT TO ALLOCATE ADDITIONAL REVENUES.

ACCOUNT #	DEPARTMENT	INCREASE	DECREASE
3125	2025 AD VAL TAX	450,000.00	
3200	MV TAXES	180,000.00	
3231	SALES TAX DIST - ART 39	170,000.00	
3232	SALES TAX DIST - ART 40	55,000.00	
3233	SALES TAX DIST - 42	75,000.00	
3316	POWELL BILL	28,500.00	
3430	BALLISTIC VEST GRANT	2,500.00	
3430	HIS FUNDS	11,100.00	
3411	LIENS AGAINST PROPERTY	100,000.00	
3430	CCCC&TI APPRENTICESHIP PROGRAM	96,995.00	
3453	HELENE STORM REVENUE	204,671.00	
3833	CONTRIBUTIONS FROM BROYHILL FND.	28,095.00	
NET EFFECT ON GENERAL FUND BUDGET		**1,401,861.00**	-

ITEM 2: ADJUSTMENTS TO THE GENERAL FUND TO ALLOCATE ADDITIONAL REVENUE.

ACCOUNT #	DEPARTMENT	INCREASE	DECREASE
4110	LEGISLATIVE	85,000.00	
4120	ADMINISTRATIVE	75,000.00	
4130	FINANCE	20,000.00	
4250	VEHICLE SERVICES	25,000.00	
4260	BUILDING MAINT.	25,000.00	
4270	ENGINEERING	120,000.00	
4310	POLICE SUPPORT		300,000.00
4311	POLICE DET.	50,000.00	
4312	POLICE PATROL	560,000.00	
4340	FIRE SUPPORT SERVICES	7,311.00	
4342	FIRE PREVENTION	15,000.00	
4510	STREET ADMIN	60,000.00	
4511	STREET MAINTENANCE	128,500.00	
4512	STREET TRAFFIC CONTROL	50,000.00	
4710	SANITATION	25,000.00	
4740	CEMETERIES	50,000.00	
4910	PLANNING	40,000.00	
4920	MAIN STREET	31,050.00	
6120	REC ADMIN	60,000.00	
6121	AQUATIC	55,000.00	
6122	MULBERRY REC	75,000.00	
6123	MLK	20,000.00	
6130	PARKS	125,000.00	
	TOTAL INCREASE/DECREASES	1,701,861.00	300,000.00
NET EFFECT ON GENERAL FUND BUDGET		**1,401,861.00**	

ITEM 3: ADJUSTMENT TO ALLOCATE ADDITIONAL WATER REVENUES.			
3430	**HIS FUNDS**	**INCREASE**	**DECREASE**
	WATER FUND		
3713	WATER SALES	200,000.00	
	TOTAL INCREASE/DECREASES	200,000.00	-
NET EFFECT ON WATER AND SEWER FUND BUDGET		**200,000.00**	

ITEM 4: ADJUSTMENTS TO THE WATER AND SEWER FUND ORIGINAL BUDGET AND DISTRIBUTION OF ADDITIONAL WATER REVENUE.			
ACCOUNT #	**DEPARTMENT**	**INCREASE**	**DECREASE**
	WATER FUND		
7130	RHODHISS PLANT	625,000.00	
7131	WATER DIST.		225,000.00
7132	WATER RESOURCES	40,000.00	
7133	WATER ADMIN	40,000.00	
7140	WASTEWATER COLLECTION		385,000.00
7141	WASTEWATER PRETREATMENT	45,000.00	
7142	GUNPOWDER	30,000.00	
7143	LOWER CREEK	30,000.00	
	TOTAL INCREASE/DECREASES	810,000.00	610,000.00
NET EFFECT ON WATER AND SEWER FUND BUDGET		**200,000.00**	

ITEM 5: ADJUSTMENTS TO THE MAIN STREET REVENUE BUDGET.			
ACCOUNT #	**DEPARTMENT**	**INCREASE**	**DECREASE**
	WATER FUND		
3833	DONATION FOR CLOCK TOWER	5,000.00	
	TOTAL INCREASE/DECREASES	5,000.00	
NET EFFECT ON MAIN STREET BUDGET		**5,000.00**	

ITEM 6: ADJUSTMENTS TO THE MAIN STREET EXPENDITURE BUDGET TO ALLOCATE ADDITIONAL REVENUE.			
ACCOUNT #	**DEPARTMENT**	**INCREASE**	**DECREASE**
4920	MAIN STREET	5,000.00	
	TOTAL INCREASE/DECREASES	5,000.00	
NET EFFECT ON MAIN STREET BUDGET		**5,000.00**	

ITEM 7: TRANSFER FROM GENERAL FUND TO CAPITAL FUND FOR FIRE TRUCK PURCHASE.			
ACCOUNT #	**DEPARTMENT**	**INCREASE**	**DECREASE**
	GENERAL FUND/CAPITAL PROJECT		
4340	PRINCIPAL PURCHASE		80,000.00
4341	FIRE CAPITAL		600,000.00
4511	TRANSFER IN FROM GENERAL FUND	680,000.00	
	TOTAL INCREASE/DECREASES	680,000.00	680,000.00
NET EFFECT ON GENERAL FUND BUDGET		**-**	

ITEM 8: CAPITAL PROJECT AMENDMENTS			
ACCOUNT #	**DEPARTMENT**	**INCREASE**	**DECREASE**
	CAPITAL PROJECTS		
	FUND BALANCE - ARPA FUNDS FROM PRIOR YEAR		846,255.56
	WAYFINDING SIGNS - CITY'S PORTION	291,500.00	
	HOSPITAL AVE - LOCAL MATCH	366,065.56	
	PARTF - AQ CENTER - ARPA FUNDS	188,690.00	
	PARTF - LOCAL FUNDS	269,710.00	

	RURAL TRANSFORMATION LOCAL MATCH	37,500.00	
	FUND BALANCE		307,210.00
	TOTAL INCREASE/DECREASES	1,153,465.56	1,153,465.56
NET EFFECT ON GENERAL FUND BUDGET		-	

Bid Advertisement

The City of Lenoir will be receiving bids for **4,000 (+-) tons of S9.5B Asphalt Concrete each year delivered in place for a two-year period beginning July 1, 2026 and ending on June 30, 2028.** Please submit the unit price per ton that will continue through the paving season of July 1, 2026 until June 30, 2028.

A pre-bid meeting will be held on Monday, June 8, 2026, at 2:00 P.M. at the City of Lenoir Public Works Facility, 510-B Greer Circle, SW, Lenoir, NC 28645. Attendance at this meeting is NOT mandatory but is strongly encouraged.

This contract is subject to N. C. General Statutes 44A-26 and 143-129 and will require a Bid Deposit or Bond, Performance Bond, and Payment Bond.

The proposals are to be submitted by:

Wednesday, June 10, 2026, 2:00 P. M.

to Mr. Jonathan Hogan, Public Works Director, 510-B Greer Circle, SW, Lenoir, NC 28645-0958. No bids will be accepted after the date and time identified above. Mr. Hogan's phone number is (828) 757-2175. Please contact Mr. Hogan with any questions. Please use the attached proposal sheet found at the back of the bid packet.

The proposals will be opened promptly at the City of Lenoir Public Works Facility, 510-B Greer Circle, SW, Lenoir, NC 28645 by Mr. Jonathan Hogan, Public Works Director, on Wednesday, June 10, 2026 at 2:00 PM. All bidders and the public are invited to attend the bid opening.

If the proposals are mailed please address your proposal to:

City of Lenoir
Attention: Mr. Jonathan Hogan
Public Works Director
P. O. Box 958
Lenoir, NC 28645-0958

Please mark on the outside of the sealed bid proposal: **"Asphalt Resurfacing Bid"**

If the bid is forwarded by UPS, FedEx, or hand carried, deliver to the **City of Lenoir, Public Works Facility, 510-B Greer Circle, SW, Lenoir, NC 28645.**

ATTENDANCE SHEET

Pre-Bid Meeting
2026 - 2028 Asphalt Resurfacing Contract
City of Lenoir
June 08, 2026, 2:00pm

☑	Name	Company	Telephone	Email
	Tim Looper	MAYMEAD	828-764-3372	TLooper@MAYMEAD.com
	Gregory Slocum	Maymead	704-905-3303	Gwatson@maymead.com
	TOM SMITH	H.H	828 234 6744	Jarlussmith@Yahoo.com
	David Stamey	J.T Russell & Sons	828-312-4252	dastamey@jtrussellandsons.com
	Rodney Johnson	Asphalt Roads and Driveways	828-221-6205	asphaltsroad1rlj@gmail.com
	MARK MCNEILL	TRI-COUNTY PAVING INC	886-246-7244	patricia@tricountypavinginc.com
	Lucian Jordan	Tri-County Paving Inc	336-246-7244	luclan@tricountypavinginc.c
	Jon Hogan	City of Lenoir	828-750-5691	jon.hogan@ci.lenoir.nc.us
	Lee Reece	City of Lenoir	828-750-0035	lreece@cityoflenoir.com
	Tracy Huffman	city of Lenoir	828-750-0487	thuffman@ci.lenoir.nc.us

ATTENDANCE SHEET

Public Bid Opening
2026-2028 Asphalt Resurfacing Contract
City of Lenoir, North Carolina

June 10, 2026, 2:00 PM Local Time

☑	Name	Company	Telephone	Email
	Mark McNeill	Tri-County Paving	336-246-7244	patricia@tricountypavinginc.com
	Tom Smith	Hickory Sealing	828 234 6944	tarlinsmith@yahoo.com
	David Stamey	J.T. Russell & Sons	828-312-4252	dastamey@jtrussellandsons.com
	Gregory Watson	Maymead	704-903-3303	Gwatson@maymead.com
	Jon Hogan	City of Lenoir	828-728-4364	jon.hogan@ci.lenoir.nc.us
	Tracy Huffman	city of Lenoir	828-750-0487	thuffman@ci.lenoir.nc.us

BID TAB

Public Bid Opening
2026-2028 Asphalt Resurfacing Contract
City of Lenoir
June 10, 2026, 2:00 p.m. local time

Contractor	Bid Security	Unit Price/Ton
MAYMEAD	Yes	$146.99
Hickory Sealing & Striping, Inc.	Yes	$160.00
J.T. Russell & Sons Inc.	Yes	$140.75
Tri-County Paving	Yes	$146.14
Asphalt Roads	N/A	No Bid Received

Jonathan Hogan
Jonathan Hogan
Public Works Director

AN ORDINANCE OF THE CITY COUNCIL OF LENOIR, NORTH CAROLINA, AMENDING CHAPTERS 9 of THE LENOIR CITY CODE RELATED TO FLOOD DAMAGE PREVENTION, PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Whereas, the North Carolina Department of Public Safety, Emergency Management Division has issued updated revisions to the State's model non-coastal Flood Damage Prevention Ordinance to align with current NFIP guidance; and

Whereas, the National Flood Insurance Program, authorized under 42 U.S.C. §§ 4001–4128, requires participating communities to maintain floodplain management regulations consistent with Federal standards in order to ensure continued eligibility for reduced rates for flood insurance; and

Whereas, the City of Lenoir finds it necessary to update its local Flood Damage Prevention Ordinance to incorporate these State-recommended revisions, including enhanced administrative procedures, updated technical definitions, and improved flood hazard reduction standards; and

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

Section 1. Chapter 9 of the Code of Ordinance, City of Lenoir, North Carolina "Flood Damage Prevention Ordinance" is hereby amended to read as follows:

Sec. 9-2. Findings of fact.

(1) The floodprone areas within the jurisdiction of Lenoir are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

(2) These flood losses are caused by the cumulative effect of obstructions in floodplains, <u>both inside and outside the identified Special Flood Hazard Areas</u>, causing increases in flood heights and velocities and by the occupancy in floodprone areas of uses vulnerable to floods or other hazards. <u>These obstructions and occupancy by uses vulnerable to floods may be</u>

hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

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Sec. 9-5. Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

A Zone is the Special Flood Hazard Area subject to inundation by the 1% annual chance flood where base flood elevations have NOT been determined.

AE Zone is the Special Flood Hazard Area subject to inundation by the 1% annual chance flood where base flood elevations have been determined by detailed or limited detailed methods.

Accessory structure (appurtenant structure) means a structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

Addition (to an existing building) means an extension or increase in the floor area or height of a building or structure.

AH Zone is the Special Flood Hazard Area with a 1% annual chance of shallow flooding (usually areas of ponding), where average depths are between one (1) and three (3) feet. Base flood elevations derived from detailed hydraulic analyses are shown in this zone.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

AO Zone is the Special Flood Hazard Area with a 1% annual chance of shallow flooding (usually sheet flow on sloping terrain) where average depths are between one (1) and three (3) feet. Average flood depths derived from detailed hydraulic analyses are shown in this zone.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this ordinance.

Area of shallow flooding means a designated Zone AO on a community's flood insurance rate map (FIRM) with base flood depths determined to be from one to three feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard. See "Special flood hazard area (SFHA)."

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) means a determination of the water surface elevations of the base flood as published in the flood insurance study. When the BFE has not been provided in a "special flood hazard area," it may be obtained from engineering studies available from a federal, state, or other source using FEMA approved engineering methodologies. This elevation, when combined with the "freeboard," establishes the "regulatory flood protection elevation."

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Building. See "Structure".

Chemical storage facility means a building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

Community means any State or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, which has authority to adopt and enforce flood plain management regulations for the areas within its jurisdiction. For the purposes of this ordinance, references to "the City" are references to "the community." They are synonymous with each other.

Community Rating System (CRS) means a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Critical facility (also called critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the 0.2 percent chance flood level. Critical facilities include, but are not limited to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire, and emergency response installations, vital data storage centers, power generation and water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use, or store hazardous materials or hazardous waste.

Design flood. See *Regulatory Flood Protection Elevation.*

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

Development activity means any activity defined as development which will necessitate a floodplain development permit. This includes buildings, structures, and nonstructural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

Digital flood insurance rate map (DFIRM) means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the special flood hazard areas and the risk premium zones applicable to the community are delineated.

Disposal means, as defined in G.S. 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

Dry Floodproofing means a combination of measures that make a building and attendant utilities and equipment watertight and substantially impermeable to floodwater, with structural components having the capacity to resist flood loads. Please refer to Technical Bulletin 3, Requirements for the Design and Certification of Dry Floodproofed Non-Residential and Mixed-Use Buildings, and available from the FEMA.

Elevated building means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Encroachment means the advance or infringement of uses, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Existing building and existing structure means any building and/or structure for which the "start of construction" commenced before the effective date of the floodplain management regulations adopted by a community, dated 6/16/2009.

Existing manufactured home park or *"Manufactured home subdivision"* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before the initial effective date of the floodplain management regulations adopted by the community.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or Flooding means:

(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

(3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

~~*Flood* or *"Flooding"* means a general and temporary condition of partial or complete inundation of normally dry land areas from~~

~~(1) The overflow of inland; and/or~~

~~(2) The unusual and rapid accumulation or runoff of surface waters from any source.~~

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New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Non-conversion agreement means a document stating that the owner will not convert or alter what has been constructed and approved. Violation of the agreement is considered a violation of the ordinance and, therefore, subject to the same enforcement procedures and penalties. The agreement must be filed with the recorded deed for the property. The agreement must show the clerk's or recorder's stamps and/or notations that the filing has been completed.

Non-encroachment area means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot as designated in the flood insurance study report.

Post-FIRM means construction or other development for which the "start of construction" occurred on or after the effective date of the initial flood insurance rate map.

Pre-FIRM means construction or other development for which the "start of construction" occurred before the effective date of the initial flood insurance rate map.

Principally above ground means that at least 51 percent of the actual cash value of the structure is above ground.

Public safety and/or *"Nuisance"* means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle (RV) means a vehicle, which is:

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light duty truck; and

(4) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

(5) Has no attached deck, porch, or shed, and

(6) Has quick-disconnect sewage, water, and electrical connectors.

Reference level is the top of the lowest floor for structures within special flood hazard areas designated as Zone A1-A30, AE, A, A99 or AO.

Regulatory flood protection elevation means the "base flood elevation" plus the "freeboard." In "special flood hazard areas" where base flood elevations (BFEs) have been determined, this elevation shall be the BFE plus two feet of freeboard. In "special flood hazard areas" where no BFE has been established, this elevation shall be at least two feet above the highest adjacent grade.

Remedy a violation means to bring the structure or other development into compliance with state and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Repetitive Loss Property means any insurable building for which two or more claims of more than $1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978. At least two of the claims must be more than ten days apart but, within ten years of each other. A RL property may or may not be currently insured by the NFIP.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Salvage yard means any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including, but not limited to, vehicles, appliances and related machinery.

Section 1316 means that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that FEMA finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership. In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

1. Four or more separate claim payments of more than $5,000 each (including building and contents payments); or
2. Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

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Water surface elevation (WSE) means the height, in relation to NAVD 1988 ~~mean sea level~~, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

Watercourse means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

X Zones means areas determined to be low to moderate risk flood zones and are located outside the community's delineated Special Flood Hazard Area (SFHA) and include the following:

(a) Shaded - is the area of moderate flood hazard and can represent:
    (1) 0.2% annual chance flood hazard area (500-year flood zone),
    (2) Areas of 1% annual chance flood with average depth less than one (1) foot, or
    (3) Areas of 1% annual chance flood with drainage areas of less than one (1) square mile
(b) Unshaded - is the area of minimal flood hazard determined to be outside of the 0.2% annual chance flood (500-year flood zone).

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Sec. 9-21. Lands to which this chapter applies.

This ordinance shall apply to all special flood hazard areas within the jurisdiction, including extra-territorial jurisdictions (ETJs), of the City of Lenoir.

Sec. 9-22. Basis for establishing the special flood hazard areas.

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated July 7, 2009 for Caldwell County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance, and all revisions thereto.

~~The special flood hazard areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated July 7, 2009 shown on FIS for~~

~~Caldwell County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance, and all revisions thereto.~~

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Sec. 9-28. Penalties for violation.

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor under G.S. § 143-215.58. Any person who violates this ordinance or fails to comply with its requirements shall be subject to civil penalties set forth in Section 1-15 of this Code. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Lenoir from taking such other lawful action as is necessary to prevent or remedy any violation.

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Sec. 9-45. Designation of floodplain administrator.

The City of Lenoir Planning Director, hereinafter referred to as the "floodplain administrator," is hereby appointed to administer and implement the provisions of this chapter. In instances where the floodplain administrator receives assistance from others to complete tasks to administer and implement this ordinance, the floodplain administrator shall be responsible for the coordination and ~~community's~~ the City's overall compliance with the National Flood Insurance Program and the provisions of this ordinance.

Sec. 9-46. Floodplain development application, permit and certification.

(1) *Application requirements.* Application for a floodplain development permit shall be made to the floodplain administrator prior to any development activities located within special flood hazard areas. The following items shall be presented to the floodplain administrator to apply for a floodplain development permit:

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c. If floodproofing, a floodproofing certificate (FEMA Form FF-206-FY22-153~~3~~ ~~0~~) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.

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(2) *Permit requirements.* The floodplain development permit shall include, but not be limited to:

a. A complete description of all the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.), including a cost estimate of proposed work.

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(3) *Certification requirements.*

a. Elevation certificates.

1. An elevation certificate (FEMA Form FF-206-FY 22-152) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, in relation to NAVD 1988 ~~mean sea level~~. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.

2. An elevation certificate (FEMA Form FF-206-FY 22-152) is required after the reference level is established. Within seven calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, in relation to NAVD 1988. Any work done within the seven day calendar period and prior to submission of the certification shall be at the permit holder's risk. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop-work order for the project.

3. A final finished construction elevation certificate (FEMA Form-FF-206-FY 22-152) is required after construction is completed and prior to certificate of compliance/occupancy issuance. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to certificate of compliance/occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a certificate of compliance/occupancy. <u>The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.</u>

b. Floodproofing certificate.

1. If non-residential floodproofing is used to meet the regulatory flood protection elevation requirements, a floodproofing certificate (FEMA Form FF-206-FY22-153~~-0~~), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The floodplain administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit. Failure to construct in

accordance with the certified design shall be cause to withhold the issuance of a certificate of compliance/occupancy.

2. A final Finished Construction Floodproofing Certificate (FEMA Form FF-206-FY-22-153), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

c. If a manufactured home is placed within Zones A, AE, AH, AO, A99 and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of section 9-67(3)(b).

d. If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.

e. Certification exemptions. The following structures, if located within zone A, AO, AE or A1-30, are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) of this subsection:

1. Recreational vehicles meeting requirements of subsection 9-67(6)a.;

2. Temporary structures meeting requirements of subsection 9-67(7); and

3. Accessory structures less than 150 square feet meeting requirements of subsection 9-67(8).

(4) Substantial Improvement/Damage determinations for existing buildings and structures.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

a. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

b. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

c. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

d. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

Sec. 9-47. Duties and responsibilities of the floodplain administrator.

The floodplain administrator shall perform, but not be limited to, the following duties:

(1) Review all floodplain development applications and issue permits for all proposed development within special flood hazard areas to assure that the requirements of this chapter have been satisfied.

(2) Review all proposed development within special flood hazard areas to assure that all necessary local, state and federal permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

(3) Notify adjacent communities and the North Carolina Department of ~~Crime Control and~~ Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).

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(14) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the floodplain administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the floodplain administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the City ~~community~~ at any reasonable hour for the purposes of inspection or other enforcement action.

(15) Issue stop work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this chapter, the floodplain administrator may order the work to be immediately stopped. The stop work order shall be in writing and directed to the person doing or in charge of the work. The stop work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed.

(16) Revoke floodplain development permits as required. The floodplain administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable state or local law may also be revoked.

(17) Make periodic inspections throughout the special flood hazard areas within the jurisdiction of the ~~community~~ City. The floodplain administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

(18) Follow through with corrective procedures of section 9-48.

(19) Review, provide input, and make recommendations for variance requests.

(20) Maintain a current map repository to include, but not limited to, the FIS report, FIRM and other official flood maps and studies adopted in accordance with the provisions of section 9-22 of this chapter, including any revisions thereto including letters of map change, issued by FEMA. Notify state and FEMA of mapping needs.

(21) Coordinate revisions to FIS reports and FIRMs, including letters of map revision based on fill (LOMR-Fs) and letters of map revision (LOMRs).

(22) Make substantial improvement and post event damage assessments and determinations:

(a) Conduct damage assessments for damaged structures located within the SFHA. Complete substantial improvement/damage determinations in accordance with the provisions of Section 9-46(4).

(23) When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a Special Flood Hazard Area is above the BFE, advise the property owner of the option to apply for a Letter of Map Amendment (LOMA) from FEMA. Maintain a copy of the LOMA issued by FEMA in the floodplain development permit file

(24) In any lot or lots/areas that will be or have been removed from the special flood hazard area utilizing a Letter of Map Revision Based on Fill (LOMR-F), the top of fill level must meet the community's freeboard elevation at that location. If the top of fill level is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvement must meet the required community freeboard elevation.

Sec. 9-48. Corrective procedures.

1. Stop Work Order: The City may issue a stop work order, which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedied the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to remedy such violation or violations

2. Notice of Violation. If the City determines that an owner, occupant, applicant or other responsible person has failed to comply with the terms and conditions of a permit, or the provisions of this ordinance, it shall issue a written notice of violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this ordinance without having first secured a permit, the notice shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice

of violation shall contain:

(a) The name and address of the owner or the applicant or the responsible person;

(b) The address or other description of the site upon which the violation is occurring;

(c) A statement specifying the nature of the violation;

(d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this ordinance and the date for the completion of such remedial action;

(e) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, and;

(f) A statement that the determination of violation may be appealed to the City of Lenoir Board of Adjustment by filing a written notice of appeal within thirty days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient).

3. Additional Enforcement Actions. If the remedial measures described in the Notice of Violation have not been completed by the date set forth for such completion in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed. Before taking any of the following actions or imposing any of the following penalties, the City of Lenoir shall first notify the owner, applicant or other responsible person in writing of its intended action. The City of Lenoir shall provide reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient) to remedy such violation. In the event the applicant or other responsible person fails to remedy such violation after such notice and remedial period, the City of Lenoir may take or impose any one or more of the following enforcement actions or penalties:

(a) Termination of utility service and/or withhold or revoke Certificate of Occupancy: The City may terminate utilities and/or refuse to issue and/or revoke a certificate of occupancy for the building or other improvements and/or repairs conducted or being conducted on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedy the violation or violations described therein.

(b) Suspension, revocation, or modifications of permit: The City may suspend, revoke, or modify the permit authorizing the development project. A suspended, revoked, or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedy the violations described therein, provided such permit may be reinstated (upon such conditions as the City may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.

(c) Civil penalties: Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a Class 1

misdemeanor pursuant to North Carolina General Statute § 143-215.58.

(i) Any person who violates this ordinance or fails to comply with its requirements shall be subject to civil penalties set forth in Section 1-15 of this Code. Each day such violation continues shall be considered a separate offense.

(ii) Enforcement by an appropriate equitable remedy issuing from a court of competent jurisdiction may be pursued if the offender fails to remedy the violation, pays assessed fines, and/or fails to file an appeal within the prescribed period of time. In such case, the general court of justice shall have jurisdiction to issue such orders as may be appropriate.

Administrative appeal; judicial review. Any person receiving a Notice of Violation may appeal the determination of the City, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the community upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the City's rules and regulations, or the issuance of a notice of bond forfeiture.

Any person receiving a Notice of Violation may appeal the determination of the floodplain administrator to the local elected governing body. The Notice of Appeal must be in writing and be received by the floodplain administrator and the clerk within thirty (30) days of the date of the Notice of Violation. In the absence of an appeal, the determination of the floodplain administrator shall be final.

All appeals shall be heard and decided by the City's designated Appeal Board, which shall be the Lenoir Board of Adjustment, or their designees. The Appeal Board shall hear an appeal within a reasonable time and shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the City's flood damage prevention ordinance, and any other applicable local, state, or federal requirements. In the absence of a petition for review of a quasi-judicial decision, the decision of the Appeal Board shall be final.

A petition for review of a quasi-judicial decision can be requested by any person with standing aggrieved by a decision or order of the City, after exhausting his/her administrative remedies. The petition shall be received by the clerk of superior court within 30 days of the date of the local governing body decision.

Section 1316 Declaration: Section 1316 of the National Flood Insurance Act authorizes FEMA to deny flood insurance to a property declared by the State, County, or Municipal government to be in violation of the local floodplain management ordinance. A Section 1316 declaration shall be used when all other legal means to remedy a violation have been exhausted and the structure remains noncompliant. The community must coordinate a request for Section 1316 declaration to the FEMA Regional Office through the State NFIP Coordinator.

Once invoked, the property's flood insurance coverage will be terminated and no new or renewal policy can be issued; no flood insurance claim can be paid on any policy on the property, and disaster assistance will be denied. If a structure that has received a Section 1316 declaration is made compliant with the community's floodplain management ordinance, then the Section 1316 declaration can be rescinded by FEMA and flood insurance eligibility restored.

Sec. 9-49. Variance procedures.

(1) The City of Lenoir Board of Adjustment, hereinafter referred to as the "appeal board," shall hear and decide requests for variances from the requirements of this chapter.

(2) Any person aggrieved by the decision of the appeal board may appeal such decision to the court, as provided in Chapter 7A of the North Carolina General Statutes.

(3) Variances may be issued for:

a. The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;

b. Functionally dependent facilities if determined to meet the definition as stated in section 9-5 of this chapter, provided provisions of subsections 9-49(9)b., c. and e. have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or

c. Any other type of development, provided it meets the requirements of this section.

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e. The City of Lenoir has notified the Secretary of the North Carolina Department of Public Safety of its intention to grant a variance at least 30 calendar days prior to granting the variance, in accordance with North Carolina General Statutes §143-215.54A(b).

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Sec. 9-66. General standards.

In all special flood hazard areas the following provisions are required:

(1) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.

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(16) Structural fill shall not be used unless design and construction of the structural fill accounts for the following:

(a) consolidation of the underlying soil under the weight of the fill and the structure,

(b) differential settlement due to variations in fill composition and characteristics, and

(c) slope stability and erosion control during conditions of the base flood.

Sec. 9-67. Specific standards.

In all special flood hazard areas where base flood elevation (BFE) data has been provided, as set forth in section 9-22 and section 9-69 the following provisions, in addition to the provisions of section 9-66, are required:

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(6) *Recreational vehicles.* Recreational vehicles shall ~~either~~ meet the following:

a. Placement of a Recreational Vehicle in the Regulatory Floodway or Non-Encroachment Area is prohibited. This includes both temporary and permanent placement

b. Temporary placement.

1. Be on site for fewer than 180 consecutive days; or
2. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions).

~~b. *Permanent placement*. Recreational vehicles that do not meet the limitations of temporary placement shall meet all the requirements for new construction.~~

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(8) *Accessory structures.* When accessory structures (sheds, detached garages, etc.) with a footprint of no more than 600 square feet are placed within A, AO, AH, AE and A99 flood zones, wet floodproofing may be permitted when the following criteria are met:~~When accessory structures (sheds, detached garages, etc.) are to be placed within a special flood hazard area, the following criteria shall be met:~~

a. Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);

b. Accessory structures shall not be temperature-controlled;

c. Accessory structures shall be designed to have low flood damage potential;

d. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;

e. Accessory structures shall be firmly anchored in accordance with the provisions of section 9-66(1);

f. All service facilities such as electrical shall be installed in accordance with the provisions of section 9-66(4); and

g. Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Regulatory Flood Protection Elevation in conformance with the provisions of section 9-67(4)c.

An accessory structure with a footprint less than 150 square feet that satisfies the criteria outlined above does not require an elevation or floodproofing certificate. Elevation or floodproofing certifications are required for all other accessory structures in accordance with section 9-46(3).

(b) All other accessory structures exceeding the size restrictions in Article 5, Section B(8)(a) above must comply with the elevation or floodproofing standards and certification requirements in accordance with Section 9-46(3) and Section 9-67(8)(a).

An accessory structure with a footprint of 150 square feet or less in A, AO, AH, AE and A99 zones satisfying the criteria outlined above in Section 9-67(8)(a) is not required to meet the elevation or floodproofing certification requirements of Section 9-46(3). All other accessory structures must comply with the elevation or floodproofing certification requirements in accordance with Section 9-46(3).

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Sec. 9-71. Standards for floodways and non-encroachment areas.

Areas designated as floodways or non-encroachment areas are located within the special flood hazard areas established in section 9-22. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in sections 9-66 and 9-67, shall apply to all development within such areas:

(1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:

a. It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the floodplain administrator prior to issuance of floodplain development permit, or

b. A conditional letter of map revision (CLOMR) has been approved by FEMA for proposed encroachments resulting in increases in the flood levels during the occurrence of the base flood discharge. A letter of map revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.

c. A Letter of Map Revision (LOMR) must be obtained within six months of completion of the proposed encroachment, permitted in accordance with Section 9-71(1) if the encroachment results in changes to the floodway/non-encroachment area widths, and/or changes to the stream location.

(2) If subsection 9-71(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

(3) No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:

a. The anchoring and the elevation standards of subsection 9-67(3); and

b. The no encroachment standard of subsection 9-71(1).

(4) Placement of recreational vehicles in the regulatory floodway or non-encroachment area is prohibited.

****

Sec. 9-91. Severability.

If any section, clause, sentence, or phrase of the ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

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

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

DONE, THE FIRST READING, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this 16th day of June, 2026.

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, this _____ day of _____ and this _____ day of _____, 2026.

DONE, THE SECOND READING AND PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this _____ day of _____, 2026.

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

_____
Mayor/Mayor Pro Tempore

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

_____
City Clerk

[Remainder of page intentionally left blank.]

Project Pillar Building Reuse Project
Authorizing Resolution

Whereas, Ashley Bolick, Director of Caldwell County Economic Development, has been working with a local manufacturing company to relocate certain assets and expand manufacturing operations at its existing facility in Lenoir; and

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

Whereas, this project will result in the creation of new jobs and private investment at the Company's Lenoir facility; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lenoir that the City Council supports Project Pillar; and

BE IT FURTHER RESOLVED that the City of Lenoir will meet the local government 5% match requirement, in the amount of $8,250, through the Caldwell County Sales Tax Reinvestment Fund for the project; and

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

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

Adopted this the 16th day of June, 2026 in Lenoir, North Carolina.

Seal:

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

Attest:

SEAL

Lauren Hartley, City Clerk

Joseph L. Gibbons, Mayor

Committee of the Whole
Meeting Minutes
Tuesday, June 23, 2026
8:30 AM

Present: Mayor Joe Gibbons, Mayor Pro-Tem Ike Perkins, Councilmembers Jonathan Beal, Rebecca Dellinger, Ralph Prestwood, Kimmie Rogers, David Stevens

City Staff: In attendance was City Manager Scott Hildebran, City Clerk Lauren Hartley, Finance Director Donna Bean, Public Services Public Works Director Jon Hogan, Communication & Public Information Director Joshua Harris, Fire Chief Norman Staines, Police Chief Andy Wilson, Planning Director Hannah Williams, City Parks & Recreation Director Phil Harper, Interim Director of Special Projects & Grants & Risk Management/Purchasing David Coffey, Public Services Public Utilities Director Jeff Church, and Economic Development Main Street Director Brenda Floyd.

Also in attendance was Western Piedmont Council of Governments Code Enforcement Manager/Emergency Management Planner Curt Willis

Absent Councilmember Crissy Thomas

I. Call to Order

Mayor Pro-Tem Ike Perkins welcomed everyone and called the meeting to order.

II. Citizen Comment

There were no citizen comments presented at this time.

III. Community Development

A. Planning Director Hannah Williams gave the following report and update:

- Public Hearings will be held at the July 28, City Council meeting for the following:
  - Flood Damage Prevention Ordinance Amendments (2nd Reading)
  - Special Use Permit 1-26 Monopole Tower - 208 Polychem Court
- The Planning Board will have a case in July for a text amendment and Special Use Permit for a private Christian School at the old West Lenoir Elementary School.

1. Commercial Code Enforcement Update; Planning Director Hannah Williams, Code Compliance Officer Matt Bolick, and Western Piedmont Council of Governments Code Enforcement Manager/Emergency Management Planner Curt Willis reviewed the non-residential and code enforcement properties. The updates included current and past success cases with a total of $33,093.22 taxes paid for commercial foreclosures. A list of 7-10 properties is slated to be recommended to Council for Vacate and Close Ordinances in late summer. Four of the properties

under enforcement have received Orders to Demolish. If those orders are unheeded, staff may also recommend those 4 properties receive Vacate and Close ordinances (instead of Demolition ordinances), due to the high cost of demolition. Following the closure period of 2-5 years, Council can determine to prioritize funding demolitions.

Planning Director Hannah Williams answered questions from City Council and asked to inform the department of any additional properties that need attention.

IV. Public Safety

A. Police Chief Any Wilson gave the following update:

- The C.A.D.E.T. camp ended with a big success.
- Police officers sworn in; Daniel Boyles, Kaleb Martinez, Sarah Summers, and Caillean Cooke.
- A new BLET class will start in July.
- The communications merger with the county is going well.
- Duty pistol replacements are coming up and were included in the budget.
- Chief Wilson said they have received a complaint concerning flock cameras. Wilson said flock cameras have no audio recordings and no data is being sold.

B. Fire Chief Norman Staines gave the following update:

- Staff participated for the 3rd year in a row in the Smoke Detector Saturday Canvas. This is a grant program with the Office of the State Fire Marshal (OSFM), where 36 detectors were received and installed in a single day.
- Staff conducted a fire safety class at Koinonia and participated in several other camps and station tours during June.
- Call volume has been high with fires, wrecks, and medical calls.
- Staffing: Two openings with interviews being scheduled.

<u>Grants</u>

- Assistance to Firefighters Grant
  - 20 SCBA, 40 Bottles and 49 Facepieces
  - $307,506 ($14,326 – Local Funds and $293,180 FEMA

- Fire Prevention & Safety Grant
  - 80 eLock Residential Knox Boxes, 400 smoke detectors and 20 eLock tumblers
  - $60,800 ($3,040 – Local Funds and $57,760 FEMA) – this is a 2-year grant

V. Public Services

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

- Hospital Avenue Sidewalk Project: Currently working with Wetherill

Engineering (design firm) to address utility conflicts (stormwater, gas, water and sewer) at Taubrook Street. There were some miscalculations with stormwater volume in planning and design that created an increase in culvert size that created the utility conflicts. We have addressed those issues and are working on updating the design set per LAP requirements. Neill Grading plans to be on-site within the next couple of weeks to begin working on retaining walls.

- Phase II Gateway Project: Shop drawings have been approved and materials are on order. A major material component of this project has been given a 12-week lead-time for delivery. This may push the project into August.
- Veterans Plaza Project: Project is underway. New monuments have been installed and Southern Lawnscapes is in the process of installing new pavers. Pavers should be complete prior to Blackberry Festival.
- Clock Tower: Western North Carolina Sculpture Center continues the welding of the art tiles and other pieces. Design firm M&C has completed the foundation plans and bid documents. We are ready to begin foundation work and install, but are still trying to work through some artistic/functional art specifics based on the location of the tower on the city square, specifically protective coating and future maintenance needs.
- Greenway Links: Mattern & Craig has presented our letter of intent to NCDOT for the Hwy18 Crossing at the Google Link Connector. NCDOT has issued a request to meet and discuss the project, meeting on July 8. The Google Connector and crossing are planned to begin in July/August if plans are approved by NCDOT. M&C has 100% construction plans for the Harper/West Ave. realignment and Greenway connector, which we are currently reviewing. The goal is to have this out to bid around the same time as the Google Connector.
- LAP Project: BL-0065: The city will be sending Requests for Letters of Interest (RFOLI) for the Morganton Blvd. Connector (portion of greenway around the golf course).

1. Request for Qualifications (RFQ) - Design Build for Fire Department Sinkhole Acceptance to utilize the Design-Build method of project delivery to design and install a foundation and slab-on-grade stabilization system so that site stormwater infrastructure can subsequently be repaired and/or replaced, ensuring the long-term structural integrity and continued operational capability of Lenoir Fire Station #1.

Public Services Public Works Director Jon Hogan said the goal of this project is to design and install a foundation and slab-on-grade stabilization system so that site stormwater infrastructure can subsequently be repaired and/or replaced, ensuring the long-term structural integrity and continued operational capability of Lenoir Fire Station #1. If approved, the RFQ can be sent and the project will be completed soon.

Upon a motion by Councilmember Prestwood, City Council voted 6 to 0 to approve the Request for Qualifications Design Build for Fire Department Sinkhole Acceptance, as submitted.

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

- Lenoir–Valdese Water Interconnect: Final design plans are being prepared for the water booster pump station, the horizontal directional drill, and the water transmission main. A progress meeting to review the drawings with City staff will be held in early July. A project update community Zoom meeting is scheduled for July 7, 2026, at 7:00 p.m.
- Lower Creek Waste Water Treatment Plant Process Basin Upgrades: Preliminary design calculations and drawings are underway, as well correspondence with manufacturers on equipment sizes.
- Water and Sewer AIAs: Water and sewer evaluations and project recommendations continue to be completed. The Asset Management Plans are being prepared.
- Finley Water project: Construction continues on the new water lines. The contractor is installing individual PRVs within the pressure zone.
- Division 2 (East Harper) Sewer Replacement: Construction continues on the sewer replacement.
- Colliers Engineering and Design (CED); Easement Acquisition: The critical pump station parcel (1380 Baton School Road) was acquired in May 2026 and is now owned by the City of Lenoir. McGill Associates provided plans to CED on 6/11/2026. CED submitted a proposal for Easement Acquisition Services on 6/19/2026. The next step is for the City to authorize CED to begin acquisition services.
  Within two weeks of receiving Notice to Proceed, CED will send introduction letters to the owners of the 52 parcels requiring Permanent Utility Easements (PUEs) and Temporary Construction Easements. CED will then begin initial meetings with the landowners.
  - Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C. (CED) submitted the following proposal to provide professional services for right-of-way acquisition for the Lenoir-Valdese Interconnect Project. This proposal is based on the acquisition of right of way from fifty-two (52) parcels.
    - <u>Schedule of fees includes:</u>
      - Acquisition Services $223,60.00
      - Appraisal & Title Services (if needed) $48,750.00
      - Total Proposed Fee $272,350.00

- The Catawba-Wateree Board of Directors met with a representative of the UNC Collaboratory, tasked with studying the IBT process. Information regarding the draft Integrated Water Resource Plant (IWRP) was presented and discussed.

VI. Community Development

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

- NC Main Street will feature the "Time Well Spent" Clock Tower.
- The Blackberry Festival preparations are going well. The festival will have more enhanced entertainment, blackberry vendors, and a farmers market section.
- There are five remaining utility boxes to be painted for the Paint it Forward project.
- Main Street Antiques & Treasures/Sunset Slush had their soft opening.
- The Juneteenth Celebration went well with good attendance.
- The July 4, 2026, Independence Day Celebration will start with a kickoff event beginning downtown from 10:00 a.m.-12:00 p.m., then at the Mulberry Recreation Center starting at 5:30 p.m. The Purple Squirrel Musik will hold a free concert at the Mulberry Park starting at 6:00 p.m.
- Main Street will have video footage done for downtown businesses for the Visit NC website.

B. Parks & Recreation Director Phil Harper gave the following update:

- Open pickleball, lap swim, open swim, and adult basketball are busy.
- Camps and class registration held at the Martin Luther King Jr. Center are going well.
- The Firecracker 10K, 5K, and Kids Fun Run will be held Saturday, June 27, at 8:00 a.m.

Director Phil Harper said a request was made by Sue Soule for an art piece to be placed at the Greenway at Powell Road in honor of her late husband, Fred Soule. After discussion, this will be brought back to council after review.

VII. Finance & Administration

A. Finance Director Donna Bean gave the following update:

1. Financial Summary:The General Fund was within budget and progressing as expected. A copy of the financial summary is attached to these minutes as information.

2. Finance Director Donna Bean requested the following position and job description changes for council action. All the changes were allocated in the 2026-2027 budget.

- Reinstate a position made inactive in 2017 and combine two part- time positions to create a Recreation Leader.
- Approve the Budget, Procurement, and Financial Analyst Job Description for the position in the 2026-2027 budget.
- Approve the IT Technician/Police Data Coordinator Job Description and position which will combine a part-time IT Position and a part-time Police position to create one full-time position. This position is needed to

organize files/data for Police to begin the accreditation process.

- Approve the reorganization and job description converting the Risk Management and Procurement Agent position into the Special Projects and Risk Manager position. This was included in the 2026-2027 budget.
- Approve the new Fire Fighter III pay grade, which was included in the 26-27 budget, to provide additional structure to the department's employee development program.

A copy of the positions and job descriptions are attached to these minutes.

Upon a motion by Councilmember Beal, City Council voted 6 to 0 to approve the position and job description changes, as presented.

3. Finance Director Donna Bean requested amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2026. Donna Bean said the requests are included in the packet. These amendments will clear up items for year-end.

Upon a motion by Councilmember Stevens, City Council voted 6 to 0 to approve the amendments to the annual budget ordinance for the fiscal year ending June 30, 2026, as presented.

4. City Manager Scott Hildebran gave the following update:

Unity Park & Community Gardens: A request was made by Unity Park & Community Gardens Coordinators David Horn and Ellen Roberts for a memorial naming the area "Aiden's Berry Patch" in honor of Aiden Austin, who passed away. Aiden was a volunteer at the Unity Park and Community Gardens and a student at Hibriten High School. The memorial will be for a sign and butterfly bench. A copy of the proposed sign and bench is included in these minutes.

Upon a motion by Coucilmember Prestwood, City Council voted 6 to 0 to approve the memorial bench at Unity Park and Community Gardens Aiden's Berry Patch, as presented.

Grant Application Update: City Manager Scott Hildebran said the city is working with the Western Piedmont Council of Governments on the following grants:

- Lenoir/Hickory Water Interconnect Project (US Commerce-EDA) -Total Project Cost: $36,000,000
- Foothills Regional Airport Sewer Extension Project (US Commerce-EDA) - Total project cost: $12,230,050
- The Campus – Phase 2 Commercial District Revitalization Project (CDBG-DR) - Grant Request: $4,620,000
- Arrowood Bridge Replacement Mitigation Community Infrastructure Project (CDBG-DR) - Grant Request: $1,000,000
- Water Plant Generator Resiliency Community Infrastructure Project (CDBG-DR) - Grant Request: $3,600,000

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

- The Aquatic & Fitness Center renovation project is almost complete, still waiting on a few items and final inspection.
- The Campus project is on-going and making progress.

C. Communication and Public Information Director Joshua Harris thanked City Council and Department Directors for their role in the Leadership Lenoir Civic Learning Academy.

1. Communication Report. There were 4 new releases, 171 social posts, 87 photos, 2 videos, and 296 web updates. The website had a total of 47,898 views along with 205 video views. Social followers total 67,142 and there were 537 new followers this month.

VIII. Other

A. The calendar for the month of July was provided in the packet as information.

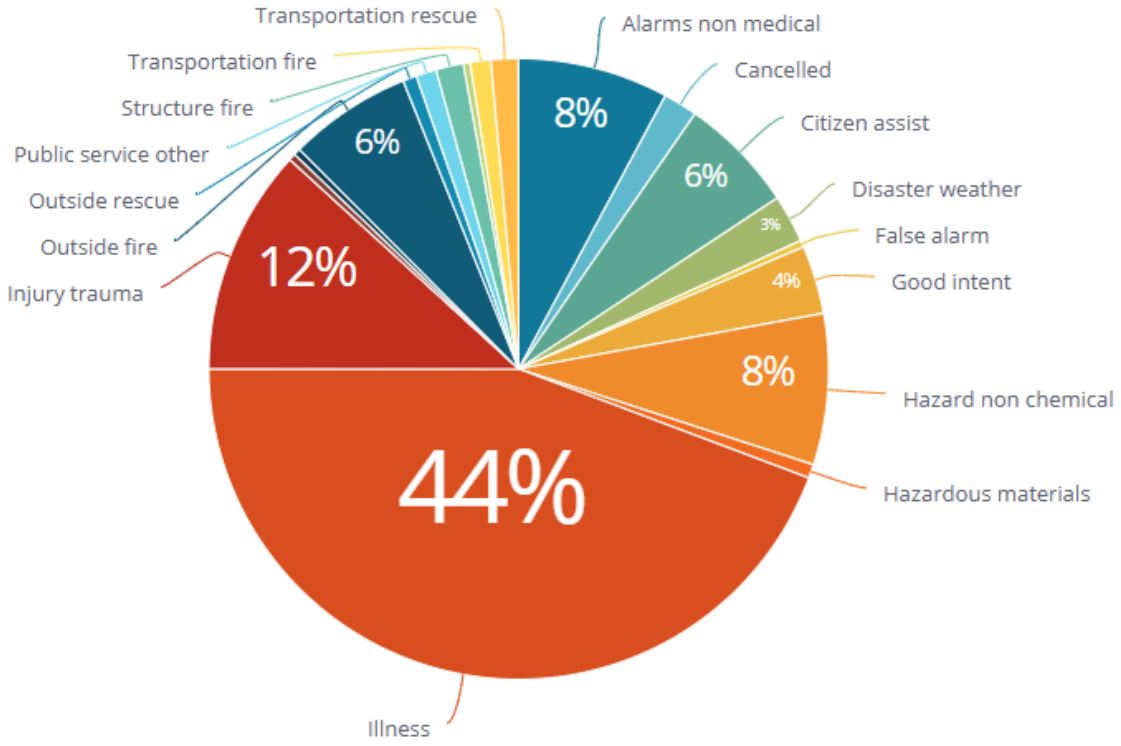
B. Authorization to Reschedule the July City Council Meeting Date: Due to scheduling conflicts, the City Council meeting for Tuesday, July 21, 2026, will be rescheduled to Tuesday, July 28, 2026 at 6:00 p.m. and be held at the City/County Chambers located at 905 West Ave. NW, Lenoir, NC 28645.

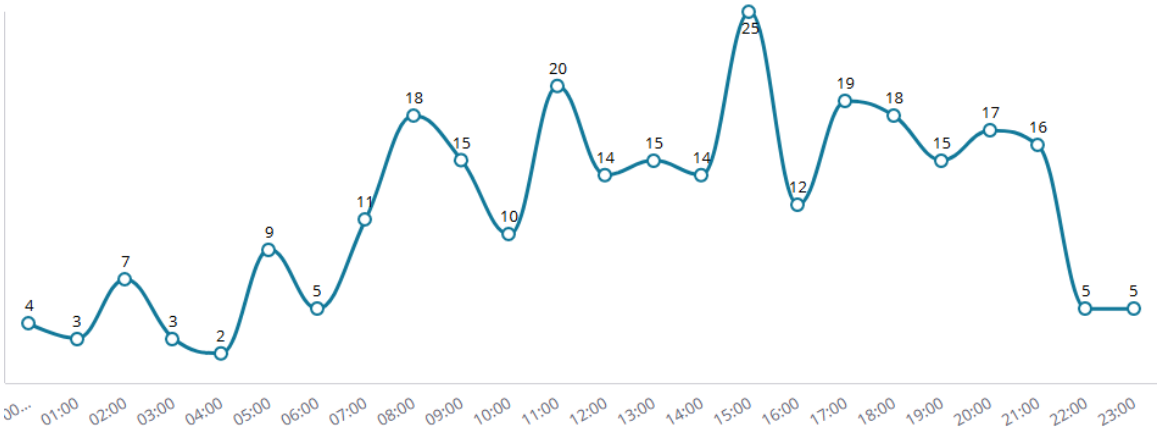
Upon a motion by Councilmember Prestwood, City Council voted 6 to 0 to reschedule the July City Council meeting date from July 21, 2026 to July 28, 2026, as presented.

IX. Adjournment

There being no further business, the meeting was adjourned at 10:40 a.m.

TO: **S. Hildebran, City Manager**
FROM: **Norman Staines, Fire Chief**
DATE: **June 15, 2025**
RE: **Fire Department Report for May 2026**





Reports: Fire Incident Count, Fire Incident Search and Link, Incident Type

INCIDENT RUNS BY APPARATUS		**Total Responses**
Headquarters Responses		**224**
*E1 Crew (1 call out of district)		80
*L1 Crew (1 call out of district)		70
T1 (E1/L1 Crew on T1)		0
R1 (used during out of service for other trucks)		10
QRV1 by E1 and L1 Crews		61
R10 (Ambulance)		0*
Support 1 (UTV)		0
Ranger 1 (UTV)		3
Average Response Time	**3:59**	
Station 2 Responses		**127**
E2 Crew		52
L2 Crew		44
*QRV2 by E2 and L2 Crews		31
Ranger 2 (UTV)		0
Average Response Time	**3:04**	
Station 3 Responses		**83**
E3		61
QRV3 by E3 Crew		22
Average Response Time	**3:46**	
Administration Responses		**61**
C1		9
*C2		0
C3		9
C4		1
Battalion 1-4 (1 call out of district)		42
T17		0

*Car 2 not in service
*R10 being pulled from service; not in use
Total Average Response Time **4:00**

TOTAL NUMBER APPARATUS RESPONSES TO EACH DISTRICT:

	HQ's DISTRICT	STA. 2 DIST	STA. 3 DIST	TOTAL
HQ's APPARATUS	187	16	19	222*
STA. 2 APPARATUS	36	84	7	127
STA. 3 APPARATUS	24	6	53	83
ADMINSTRATION	33	16	12	61

*Station 1 ran 2 calls out of district accounting for the 2 missing calls

Reports: Fire Incident Count, Fire Incident Search and Link, Incident Type

CALLS FOR SERVICE BY TYPE OF SITUATION FOUND:

Type	Station 1	Station 2	Station 3	Total
Alarms Non-Medical	15	6	1	22
Cancelled	4	0	1	5
Citizen Assist	7	7	3	17
Disaster Weather	3	3	1	7
False Alarm	1	0	0	1
Good Intent	7	1	2	10
Hazard Non-Chemical	12	7	3	22
Hazardous Materials	1	1	0	2
Illness	66	33	25	124
Injury Trauma	15	10	8	33
Investigation	1	0	0	1
Medical Other	1	0	0	1
Outside Fire	7	7	4	18
Outside Rescue	2	0	0	2
Public Service Other	2	1	0	3
Structure Fire	2	0	2	4
Structure Rescue	1	0	0	1
Transportation Fire	0	2	1	3
Transportation Rescue	3	0	1	4
TOTAL INCIDENTS	**150**	**78**	**52**	**280**

CALLS FOR SERVICE WITHIN EACH DISTRICT:

2026			**2025**		
HQ's	**STA. 2**	**STA.3**	**HQ's**	**STA. 2**	**STA.3**
150	78	52	154	68	59

TRAINING AND FIRE PREVENTION:

Training Hours	2,076
Inspections/Permits	49/1*
Fire Prevention Education Programs	4

Reports: Fire Incident Count, Fire Incident Search and Link, Incident Type

CITY OF LENOIR, NORTH CAROLINA

Department of Public Works

June 24, 2026

REQUEST FOR QUALIFICATIONS (RFQ)

DESIGN-BUILD SERVICES FOR LENOIR FIRE DEPARTMENT FOUNDATION STABILIZATION

POINT OF CONTACT
Jonathan Hogan, Director of Public Works
City of Lenoir, North Carolina
Post Office Box 958 | Lenoir, NC 28645
Physical: 510 B Greer Circle, Lenoir, NC 28645
jon.hogan@CI.LENOIR.NC.US

DEADLINE FOR SUBMISSIONS – July 10, 2026 BY 3:00 PM

All communication regarding this RFQ must be directed to the Point of Contact above. Any request for clarification shall be directed by email only. Contact with elected officials or other City staff regarding this solicitation may result in disqualification.

INVITATION AND PURPOSE

The City hereby invites qualified design-build teams to submit a Statement of Qualification (SOQ) for the design and rehabilitation of the existing City of Lenoir Fire Station #1. The City has elected to use the design-build delivery method pursuant to North Carolina General Statute § 143-128.1A.

This Request for Qualifications (RFQ) is issued for the purpose of identifying the most qualified design-build team to provide comprehensive architectural, engineering, and construction services for this critical public safety facility. Selection will be based on demonstrated competence and qualifications; price and fee information shall not be submitted at this stage.

PROJECT BACKGROUND AND NEED

The City of Lenoir Fire Station #1 is located at 602 Harper Ave NW, Lenoir, NC (NCPIN #27498765549). In 2021, the City of Lenoir Public Works Department was alerted to a possible infrastructure failure when a sinkhole appeared on the south lawn of Fire Station #1.

Upon initial inspection, it was determined that the 42-inch corrugated metal pipe (CMP) storm drainage pipe running parallel to the facility was severely compromised. The City contracted with Catawba Valley Engineering & Testing in October 2021 to provide an evaluation and analysis to develop the scope of work necessary to address the storm drainage system failure, provide foundation support for the existing building, and evaluate the slab-on-grade conditions of the Fire Station.

The initial study included a visual culvert inspection, subsurface exploration (SPT borings and CPT soundings), and a Geophysical Exploration to evaluate overall soil consistency at the site. A subsequent supplemental study was performed in May 2026, which included an updated Geophysical Exploration.

The supplemental study revealed significant deterioration in subsurface soil conditions near the culvert and building since the 2021 investigation.

The goal of this project is to design and install a foundation and slab-on-grade stabilization system so that site stormwater infrastructure can subsequently be repaired and/or replaced, ensuring the long-term structural integrity and continued operational capability of Lenoir Fire Station #1.

DETERMINATION OF APPROPRIATENESS OF DESIGN-BUILD METHOD

The City of Lenoir has determined that the design-build delivery method is appropriate for this project pursuant to North Carolina General Statute §143-128.1A for the following reasons:

Project Complexity and Coordination Needs – Foundation stabilization and slab-on-grade remediation require integrated geo-structural engineering, site-civil work, subsurface investigation, and construction expertise. A design-build approach promotes coordination between disciplines, reducing conflicts and change orders during construction.

Schedule Considerations – The existing infrastructure failure poses ongoing risk to the structural integrity of the fire station and public safety operations. Design-build allows overlapping design and construction activities, compressing overall project delivery time. Timely completion is essential to halt continued deterioration.

Cost Certainty and Budget Management – The City requires ongoing cost estimating and scope refinement during design to maintain the project within available funding of $2,574,000 as listed in the FY26-27 Budget for all LFD associated work including both this building stabilization and the storm drainage repair (not included in this scope of service). Design-build delivery facilitates continuous cost feedback and value engineering during the planning and design phases.

Ability to Define Project Requirements – The City has existing geotechnical reports, subsurface data, and a defined project site providing a sufficient basis to solicit qualifications and proceed with design-build delivery while allowing the selected team to refine technical details collaboratively with the City.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

This project consists of design-build services for foundation stabilization and slab-on-grade support at Lenoir Fire Station #1, located at 602 Harper Ave NW, Lenoir, NC. The selected design-build team will provide turnkey design and construction services for the permanent remediation of identified subsurface and structural deficiencies.

Scope of Services - The selected design-build team shall provide all services necessary to design and construct a permanent foundation and slab-on-grade stabilization system, including but not limited to:

- Additional site surveys and subsurface explorations as needed to supplement existing geotechnical data
- Geo-structural engineering plans and specifications for the foundation stabilization and slab-on-grade support system(s)
- Permitting and regulatory approvals required for the work
- Installation and construction of remedial stabilization systems per approved design
- Project cost estimating and scope refinement throughout design phases
- Value engineering to optimize cost and performance of the stabilization system
- Construction management, quality control, and safety oversight
- Project closeout and provision of as-constructed drawings

Coordination with Stormwater Infrastructure Repair - The foundation and slab-on-grade stabilization work under this contract is intended to establish the prerequisite structural conditions for subsequent repair and/or replacement of the 42-inch CMP storm drainage infrastructure. The design-build team shall coordinate scope sequencing and design recommendations to facilitate that follow-on work.

PROJECT BUDGET AND FUNDING

The City of Lenoir has allocated funding of $2,574,000 as noted above for both this building stabilization and the storm drainage repair (not included in this scope of service). This project will determine the allocation of this funding required for the design and construction of the foundation stabilization and slab-on-grade support system at Fire Station #1. The design-build team will be expected to work collaboratively with the City to validate scope, provide cost opinions at key milestones, and deliver a project that balances structural performance, durability, and fiscal responsibility.

Price or fee proposals are prohibited during this RFQ phase. The City reserves the right to issue a subsequent Request for Proposals (RFP) or to execute competitive negotiations with the top-ranked team or selected teams following shortlisting.

PROCUREMENT AND SELECTION PROCESS

This RFQ and the subsequent selection process shall comply with NCGS §143-128.1A, including:

- Use of a qualifications-based selection process at the RFQ stage
- Receipt of at least three (3) responsive SOQs, or re-advertisement if fewer are received
- Selection of the most qualified design-build team prior to contract negotiations
- Minority business participation goals, good-faith efforts, E-Verify, and applicable licensing requirements as required by North Carolina law

The City reserves the right to waive any and all informalities in the selection process and to not award a contract. It is the City's intent to award one contract for these services; however, the City may elect to shortlist more than one qualified team and issue a subsequent RFP. Selection will be based on evaluation factors including past performance, relevant experience, qualifications of key personnel, and demonstrated ability to deliver similar geo-structural design-build projects.

Issuance of this RFQ does not obligate the City to award a contract or to pay any costs incurred in the preparation of responses.

EVALUATION CRITERIA

Evaluation Criterion for Initial Shortlisting Criteria	Weight
Qualifications and Experience of Key Personnel	20%
Team's Relevant Geo-Structural and Foundation Stabilization Project Experience	30%
Working Knowledge of Municipal Stormwater Infrastructure & Sinkhole Failure Remediation	20%
Successful Past Performance on Municipal Foundation Stabilization Projects	20%
Project Approach and Understanding	10%

If interviews are conducted with shortlisted firms, the final selection shall be based upon:

Evaluation Criterion – Interview and/or Final Selection Criteria	Weight
Project Team Experience and Qualifications	40%
Project Understanding and Proposed Technical Approach	30%
Project Management Approach	30%

STATEMENT OF QUALIFICATIONS – CONTENT REQUIREMENTS

Responses shall include, at a minimum, the following components:

2.1 – Statement of Services

Provide a narrative describing the Respondent's understanding of the project scope and the services proposed to be delivered. Address the team's approach to any additional surveys, site explorations, geotechnical engineering, foundation stabilization design, permitting, construction, project closeout, and as-constructed documentation.

2.2 – Firm and Team Information

Provide team information including:

- Name of company(ies) involved; any prime, joint venture, or subcontractor relationships
- Key services offered and areas of work responsibility by company
- Office location(s) where the work will be performed
- Company size (number of offices and employees per office)
- Brief company history
- Current workload and availability
- Bonding capacity and insurance capability
- Proof of applicable North Carolina licenses for all firms and individuals performing work
- Minority business participation approach

2.3 – Proposed Staff and Qualifications

Provide an organizational chart indicating the proposed team structure, key staffing, assigned project roles, and company affiliation. A written narrative shall accompany the chart briefly describing each team member's role, professional certifications, years of experience, educational and professional background, and qualifications for the work.

2.4 – Relevant Project Experience

Provide a list of relevant experience in the planning, design, permitting, construction, and construction administration of geo-structural engineering projects of a similar nature. Include for each project:

- Client name and contact information (name, title, and phone number)
- Project description and scope
- Final project cost compared to initial budget
- Delivery method used

2.5 – Litigation and Safety Disclosures

Disclose any litigation history related to design or construction projects within the past five years, and provide the team's safety record, including EMR (Experience Modification Rate).

SUBMITTAL INSTRUCTIONS

Each respondent shall submit three (3) bound paper copies and one (1) electronic PDF copy via email by 3:00 PM on Friday, July 10, 2026, to:

Jonathan Hogan, Director of Public Works
City of Lenoir
Post Office Box 958 | Lenoir, NC 28645
Physical: City of Lenoir Public Services Building, 510 B Greer Circle, Lenoir, NC 28645
Email: jon.hogan@CI.LENOIR.NC.US

Submittals received after the deadline will not be considered. All questions and requests for clarification must be submitted via email to the Point of Contact.

Format requirements:

- Maximum 15 pages, 8.5" × 11", single-sided, minimum 11-point font
- A cover letter and table of contents are required; these do not count toward the page limit
- Failure to comply with format requirements may result in disqualification

ESTIMATED PROJECT TIMELINE

The following schedule is anticipated and is subject to change without notice:

June 24, 2026	RFQ Issued
July 2, 2026	Questions Due by 5:00 PM
July 8, 2026	Responses to Questions Provided by 5:00 PM
July 10, 2026	**Statements of Qualifications Due by 3:00 PM**
July 23, 2026	Review SOQs / Interview Finalists (if needed)
July 30, 2026	Notice of Selection and Award

RESERVATION OF RIGHTS

The City reserves the right to reject any or all SOQs, waive informalities, issue addenda, modify the procurement schedule, or cancel this RFQ if determined to be in the best interest of the City. The City is not liable for any costs incurred by Respondents in preparation of their SOQs.

City of Lenoir
Financial Summary
As of 5/31/26

General Fund

	2025-2026 Budget	5/31/2026	% of Budget	Change from Previous Year	5/31/2025
Total Revenue	$ 25,241,845.00	$ 23,917,443.81	95%	$ 1,787,881.82	$ 22,129,561.99
Expenditures	$ 25,241,845.00	$ 21,413,892.46	85%	$ 172,901.63	$ 21,240,990.83
Over/Under	$ -	$ 2,503,551.35		$ 1,614,980.19	$ 888,571.16

Downtown District

	2025-2026 Budget	5/31/2026	% of Budget	Change from Previous Year	5/31/2025
Revenues	$ 271,550.00	$ 268,477.97	99%	$ (8,162.99)	$ 276,640.96
Expenditures	$ 271,550.00	$ 269,384.86	99%	$ 4,887.02	$ 264,497.84
Over/Under	$ -	$ (906.89)		$ (13,050.01)	$ 12,143.12

Water/Sewer Fund

	2025-2026 Budget	5/31/2026	% of Budget	Change from Previous Year	5/31/2025
Revenues	$ 11,963,721.00	$ 11,943,185.75	100%	$ 1,154,812.93	$ 10,788,372.82
Expenditures	$ 11,963,721.00	$ 11,111,900.92	93%	$ 1,090,426.51	$ 10,021,474.41
Over/Under	$ -	$ 831,284.83		$ 64,386.42	$ 766,898.41

City of Lenoir
Financial Summary By Department
As of 5/31/26

General Fund

	BUDGET	5/31/2026	5/31/2025	Difference	% OF BUDGET
REVENUE					
PROPERTY TAXES	$ 11,051,130.00	$ 11,970,872.77	$ 10,859,446.01	$ 1,111,426.76	108.3%
SALES TAX	$ 6,341,600.00	$ 5,188,110.65	$ 4,866,773.55	$ 321,337.10	81.8%
FRANCHISE TAX	$ 2,410,000.00	$ 1,810,471.50	$ 1,885,127.79	$ (74,656.29)	75.1%
SOLID WASTE FEE	$ 1,111,000.00	$ 1,031,723.38	$ 1,029,272.39	$ 2,450.99	92.9%
OTHER	$ 4,328,115.00	$ 3,916,265.51	$ 3,488,942.25	$ 427,323.26	90.5%
TOTAL	**$ 25,241,845.00**	$ 23,917,443.81	**$ 22,129,561.99**	$ 1,787,881.82	**94.8%**
EXPENDITURES					
GENERAL GOVERNMENT	$ 2,442,204.00	$ 2,021,815.24	$ 2,043,512.80	$ (21,697.56)	82.8%
PLANNING	$ 571,876.00	$ 549,152.99	$ 427,302.92	$ 121,850.07	96.0%
POLICE	$ 8,092,222.00	$ 7,381,134.74	$ 7,135,036.86	$ 246,097.88	91.2%
FIRE	$ 6,265,816.00	$ 4,782,039.39	$ 4,760,274.91	$ 21,764.48	76.3%
RECREATION	$ 1,700,504.00	$ 1,501,907.62	$ 1,696,884.39	$ (194,976.77)	88.3%
PUBLIC WORKS					
Administrative	$ 301,040.00	$ 325,554.58	$ 264,987.77	$ 60,566.81	108.1%
Cemetery & Grounds	$ 1,242,833.00	$ 1,267,523.33	$ 1,167,971.01	$ 99,552.32	102.0%
Building Maintenance	$ 461,039.00	$ 418,894.41	$ 472,927.37	$ (54,032.96)	90.9%
Sanitation	$ 1,531,540.00	$ 1,281,051.53	$ 1,009,282.21	$ 271,769.32	83.6%
Streets	$ 2,281,934.00	$ 1,593,881.64	$ 1,957,151.22	$ (363,269.58)	69.8%
Vehicle Services	$ 350,837.00	$ 290,936.99	$ 305,659.37	$ (14,722.38)	82.9%
TOTAL	**$ 25,241,845.00**	**$ 21,413,892.46**	**$ 21,240,990.83**	**$ 172,901.63**	**84.8%**
OVER/UNDER	-	**$ 2,503,551.35**	**$ 888,571.16**	**$ 1,614,980.19**	

Downtown District

	BUDGET	5/31/2026	5/31/2025	Difference	% OF BUDGET
TOTAL REVENUES	**$ 271,550.00**	**$ 268,477.97**	**$ 276,640.96**	$ (8,162.99)	**98.9%**
TOTAL EXPENDITURE	**$ 271,550.00**	**$ 269,384.86**	**$ 264,497.84**	$ 4,887.02	**99.2%**
OVER/UNDER	-	$ (906.89)	$ 12,143.12	$ (13,050.01)	

Water/Sewer Fund

	BUDGET	5/31/2026	5/31/2025	Difference	% OF BUDGET
REVENUE					
WATER SALES	$ 7,500,043.00	$ 7,578,227.81	$ 7,085,505.12	$ 492,722.69	101.0%
SEWER SALES	$ 3,694,678.00	$ 3,682,715.56	$ 3,323,505.29	$ 359,210.27	99.7%
CAPITAL RESERVE	$ 1,300,000.00			$ -	
OTHER	$ 769,000.00	$ 682,242.38	$ 379,362.41	$ 302,879.97	88.7%
TOTAL REVENUES	**$ 13,263,721.00**	**$ 11,943,185.75**	**$ 10,788,372.82**	$ 1,154,812.93	**90.0%**
EXPENDITURES					
ADMIN & ENGINEERING	$ 563,036.00	$ 394,212.43	$ 534,025.52	$ (139,813.09)	70.0%
WATER RESOURCES	$ 446,702.00	$ 398,408.15	$ 388,424.94	$ 9,983.21	89.2%
RHODHISS PLANT	$ 2,717,859.00	$ 2,923,558.59	$ 2,652,570.21	$ 270,988.38	107.6%
WATER DISTRIBUTION	$ 2,942,820.00	$ 2,296,370.65	$ 2,334,049.28	$ (37,678.63)	78.0%
WASTEWATER COLLECTION	$ 3,126,772.00	$ 2,016,480.94	$ 1,303,612.69	$ 712,868.25	64.5%
WASTEWATER PRETREATMENT	$ 197,139.00	$ 174,231.19	$ 162,828.96	$ 11,402.23	88.4%
GUNPOWDER WASTEWATER PL	$ 899,194.00	$ 790,257.94	$ 737,876.18	$ 52,381.76	87.9%
LOWER CREEK WASTEWATER PL	$ 2,370,199.00	$ 2,118,381.03	$ 1,908,086.63	$ 210,294.40	89.4%
TOTAL EXPENDITURE	**$ 13,263,721.00**	**$ 11,111,900.92**	**$ 10,021,474.41**	**$ 1,090,426.51**	**83.8%**
OVER/UNDER	**$ -**	**$ 831,284.83**	**$ 766,898.41**	**$ 64,386.42**	

Recommendations					
Effective 7-1-2026					
Department	**Action**	**Current Title**	**Proposed Title**	**Current Grade**	**Proposed Grade**
Re-organization - Recreation					
Recreation	Reinstate a position made inactive in 2017 and combine two part-time positions to a Recreation Leader.	Inactive	Recreation Leader	n/a	16
Finance	Approve the Budget, Procurement, and Financial Analyst Job Description for the position in the 2026-2027 budget.	n/a	Budget, Procurement, and Financial Analyst	n/a	55
Finance/Police	Data Coordinator Job Description and position which will combine a part-time IT Position and a part-time Police position to create one full-time position. This position is needed to organize files/data for Police to begin the accreditation process.	Part-time IT Tech/Part-time Police	IT Technician/Police Data Coordinator	n/a	20
Finance	Approve the reorganization and job description converting the Risk Management and Procurement Agent position into the Special Projects and Risk Manager position. This conversation was included in the 2026-2027 budget.	Risk Management/Purchasing Agent	Special Projects and Risk Manager	43	53
Note: All of these adjustments were allocated in the 2026-2027 Budget.					

IT TECHNICIAN/POLICE DATA COORDINATOR

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are ***not*** intended to reflect all duties performed within the job.

GENERAL STATEMENT OF THE JOB:

Under general supervision, performs an advanced level of technical work in the design, installation, maintenance, and support of PC hardware/software, mobile data, overt and covert video/audio systems, voice/data communications, application software, databases and database servers. Work involves connecting and supporting computer systems across City departments, between departments, and with external state agencies. The employee also coordinates the maintenance, conversion, cataloging and storing of Police records in compliance with state laws. Work involves planning systems, development and enhancements of systems, installing and evaluating PC and network hardware and software, overseeing projects and implementations. The employee repairs and upgrades PC and network systems. The employee trains users of computer systems. This position reports to the IT Manager and the Police Major.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

- Installs, maintains and supports database servers.
- Installs, maintains and supports network and/or telecommunications systems (local area networks and wide area networks).
- Installs, maintains and supports overt and covert video/audio systems.
- Installs and configures PCs, mobile data terminals, and application software.
- Troubleshoots and resolves network or telecommunication wiring and installation problems.
- Maintains and corrects problems with computer hardware and peripheral devices.
- Adds, removes and maintains users of the network operating system.
- Converts data/evidence to electronic format and responsible for digital file conversion and file storage organization.
- Provides user access and ensures user connectivity to City departments.
- Develops technology solutions to address user needs.
- Responsible for task relating to network monitoring, operations, installation and/or maintenance for local, off-site and/or remote locations.
- Ensures all phases of help desk support are properly coordinated, monitored, logged, tracked and resolved appropriately.
- Researches, analyzes, and recommends telecommunications technologies to enhance or support business unit activities.
- Evaluates new and existing hardware and software and makes recommendations for enhancements to system.
- Maximizes the use of Internet Technology to improve the delivery of City's services to citizens by providing on-line forms, status inquiries, payments and other convenient methods.
- Assists other City IT staff with installation, maintenance, and support.
- Performs other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Requires the ability to compare and/or judge the readily observable, functional, structural or composite characteristics (whether similar or divergent from obvious standards) of data, people or things.
- Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts, and draw valid conclusions; to interpret an extensive variety of technical instructions in mathematical or diagrammatic form; and to deal with several abstract and concrete variables.
- Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions.
- Requires the ability to inspect items for proper length, width and shape.
- Requires the ability to coordinate hands and eyes rapidly and accurately in using office equipment.
- Must be adaptable to performing under stress and when confronted with persons acting under stress.
- Requires the ability to maintain strict confidentiality and secrecy as it relates to the sensitive information available to the profession. Unauthorized access, use, or distribution of such information warrants immediate termination from employment and potential civil liability and/or criminal prosecution.
- Has considerable knowledge of the basic theories, concepts, principles and practices of networking computer information systems.
- Has considerable knowledge of the design, implementation and maintenance of informational infrastructures.
- Has the ability to stay abreast of new technologies and is able to recommend changes to improve current systems.
- Has the ability to exercise sound judgment in making decisions.
- Has the ability to interpret and apply complex computer applications for City government while following rules and regulations pertaining to City government.
- Maintains high standards of accuracy in exercising duties and responsibilities and exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility.
- Maintains high quality communication and interacts within department and division, and with co-workers and the general public.
- Assumes responsibility for assigned work and meeting deadlines. Completes assigned work on or before deadlines in accordance with directives.
- Adheres to City policy, standards and prescribed procedures.
- Has the ability to plan, prioritize and organize work and accepts accountability for meeting assigned responsibilities.
- Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology and avoids duplication of effort. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly.
- Accepts supervisory instruction and direction and strives to meet the goals and objectives of same.

- Attends meetings, planning sessions and discussions on time. Implements work activity in accordance with priorities and estimated schedules.
- Adheres to all safety and housekeeping standards established by the City and various regulatory agencies. Sees that the standards are not violated. Maintains a clean and orderly workplace.

EDUCATION AND EXPERIENCE:

- Educational Requirements: Associates Degree in computer science and 1 to 2 years of experience in computer operations preferred; or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

PHYSICAL REQUIREMENTS:

- Physical Requirements: Must be physically able to operate a variety of machinery and equipment including computers, printers, copiers, microfilm readers and printers, CD/DVD burners, etc. Must be able to exert up to 20 pounds of force occasionally, and/or move objects. Physical demand requirements are in excess of those for Sedentary Work. Work usually requires walking or standing to a significant degree as well as using force to pull network wires where it is necessary to differentiate between colors and shades of color. Must have minimal levels of eye/hand/foot coordination. Requires the ability to talk and hear (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving the nature of sounds by ear.) Must be able to communicate via telephone.

SPECIAL REQUIREMENTS:

- A valid driver's license in the state of North Carolina is required.

BUDGET, PROCUREMENT, AND FINANCIAL ANALYST

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

GENERAL DEFINITION OF WORK:

This position performs professional financial and budget analysis work including the evaluation of financial data and assisting the Finance Director with the day-to-day operations of the Finance Department. Work includes evaluating the City's financial stability and operational efficiency through analysis of key financial statements, ratios, and trends. Work requires the application of established City finance procedures, local ordinances and North Carolina General Statutes governing responsibilities of local government fiscal operations and Generally Accepted Accounting Principles. Work is performed under the general supervision of the Finance Director.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

- (These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)
- Provides support for the operations of the Finance Department and acts as a backup for the Finance Director when necessary.
- Monitors, evaluates, and reviews historical data and trends within the Finance Department and across the City as a whole, utilizing that information to develop financial forecasts.
- Provides direction and guidance to management and departments regarding performance indicators and serves as a resource for measuring efficiency and effectiveness.
- Evaluates and prepares reports showing city-wide performance indicators and departmental key work items.
- Assists with annual tax billing and reconciles all tax and receivable accounts; research discrepancies and makes corrections as appropriate.
- Assists with tax collections and foreclosures.
- Assists the Finance Director with grant management and reimbursement requests.
- Reviews weekly check issuance to identify trends.
- Reviews and approves requests for purchases and process Purchase Orders.
- Assists with the preparation of required state and federal reports.
- Prepares monthly, quarterly or annual reports identifying trends and performance.
- Prepares and oversees preparation of fixed asset inventories; reconciles additions, disposals, and transfers; prepares adjusting entries.
- Compiles a variety of financial information for preparation of periodic and special reports; completes special projects as required.
- Assists the Finance Director with the preparation of the city-wide annual operating budget; analyzes financial accounts to ensure reasonableness and

monitors accounts throughout the year to ensure revenues and expenditures are in line with budgets.
- Assists the Finance Director with the annual audit and preparation of the Annual Comprehensive Financial Report (ACFR).
- Performs special projects and related tasks as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of the theories, principles, practices and techniques related to organizational performance management including strategic planning, departmental work planning, performance measurement, and program evaluation.
- Knowledge of research techniques, methods, and procedures, with the ability to summarize findings and develop effective data visualizations and dashboards from complex datasets.
- Ability to conduct detailed research and prepare reports and findings.
- Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.
- Ability to establish and maintain effective working relationships with associates.
- Thorough knowledge of the theory, principles, methods and practices of accounting; thorough knowledge of the laws, ordinances and regulations governing local government financial matters.
- General knowledge of budgetary accounting and reporting systems.
- Ability to prepare complex financial reports.
- Strong organizational and interpersonal skills, with the ability to collaborate effectively across all levels of the organization.
- Proficient in Microsoft Office Suite, intermediate to advanced Excel skills.
- Strong analytical skills and attention to detail.

EDUCATION AND EXPERIENCE:

- Bachelor's degree in accounting, finance, business administration, or a related field and at least two years of professional accounting experience; or
- Associate degree in accounting, finance, business administration, or a related field and at least five years of professional accounting or tax administration experience.
- CPA or North Carolina Certified Local Government Finance Officer designation is desirable but not required.

PHYSICAL REQUIREMENTS:

- This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires stooping, reaching, lifting, fingering, grasping, and repetitive motions; vocal communication is required for expressing or

exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

SPECIAL REQUIREMENTS:

- A valid driver's license in the state of North Carolina is required.

RECREATION LEADER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

GENERAL STATEMENT OF THE JOB:

This position is responsible for assisting in the development, planning, organization, implementation, promotion, and conduct of a wide variety of activities for youth, adults, and seniors at all City recreation facilities. Works under general supervision of the Parks and Recreation Director and indirectly by the Center Managers. Work is evaluated in conferences, by observation, and by review of records and reports.

ESSENTIAL JOB FUNCTIONS:

- Assist the Center Manager, Athletic Director, or Parks and Recreation Director in the development, planning, organization, implementation, promotion, and conduct of a wide variety of activities for youth, adults, and seniors at all facilities.
- Assist with obtaining necessary supplies and providing recreational activities for youth, adult, and senior programs.
- Assume responsibility for the center in the absence of a Center Manager.
- Assist with daily revenue reporting and program registration through Rec Desk.
- Assist with program setup and breakdown, as well as facility opening and closing procedures.
- Participate in special events throughout the City of Lenoir.
- Provide excellent customer service with all interactions with the public. instructors, vendors, and internal customers.
- Ensure all work is performed in accordance with OSHA as well as city safety standards and policies and procedures
- Assists in the operation of the swimming pool if needed.
- Assists the Center Manager in the operation of the recreation center or in supervising specialized recreational programs.
- Performs related duties as required.

KNOWLEDGE. SKILLS. AND ABILITIES:

- Knowledge of the facilities and equipment needed for an effective recreation program. Knowledge of recreation principles, methods and techniques.
- Knowledge of local policies, procedures, rules, and regulations affecting department operations.
- Knowledge of the methods employed in the maintenance of recreation areas and recreation buildings and facilities.
- Independent judgment and initiative are required.
- Ability to organize and supervise recreation programs.
- Ability to encourage community interest in recreation programs and activities.
- Ability to deal firmly, tactfully, and courteously with the public.

- Ability to maintain effective working relationships with other employees.

WORKING CONDITIONS:

- Must be able to physically perform the basic life operational functions of climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, talking, fingering, hearing, and repetitive motions.
- Must be able to perform work that requires exerting up to 100 pounds of force occasionally and/or up to 20 pounds of force frequently and/or up to 10 pounds of force constantly to move objects.
- Must possess the visual acuity to prepare and analyze data, to read extensively, to operate a computer and motorized vehicles, and to inspect work of others.
- Must be willing to work a very flexible schedule of morning –afternoons and evenings and occasional weekends as needed based on programming at all three facilities.

TRAINING AND EXPERIENCE:

- Graduation from high school is required. A bachelor's degree in Parks and Recreation or a related field is preferred, or an equivalent combination of education and experience in organized parks and recreation operations.
- Possession of or willingness and ability to obtain First Aid/CPR certifications.

SPECIALS PROJECTS AND RISK MANAGER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are ***not*** intended to reflect all duties performed within the job.

GENERAL DEFINITION OF WORK

The Manager of Special Projects and Risk Management under general direction of the City Manager and Finance Director, works to oversee city-wide special projects, and risk management. The Special Projects and Risk Manager operates in a constantly evolving environment and completes a variety of high-level tasks that directly impact City operations, require collaboration across diverse internal and external stakeholders, and may be highly sensitive and confidential in nature. The position supports the City Manager and Department Directors by conducting and managing complex projects and providing project planning and management oversight and performs complex technical and administrative work planning, organizing, and directing comprehensive risk management and safety for the City of Lenoir. This position serves as a liaison to the City Manager, Department Directors, outside agencies, contractors and the general public. The employee performs difficult, diverse, and confidential duties which require initiative, independent judgment, and considerable working knowledge of operations and programs. This position requires a higher level of project management skills and will typically be assigned projects that are larger in scope; have a higher degree of technical complexity; and/or have a high degree of visibility where public relations and public perception are considered to be of critical importance. Responsibilities may also include implementation of programs, processes, policies and/or procedures to successfully achieve the City's objectives, mission, strategic plan, and anticipated outcomes. Effectively completing these assignments requires a strong degree of discretion, good judgment, and tact. Assignments cross all areas of City government operations. Priorities may change without warning and the Special Projects and Risk Manager must be able to adapt quickly and work effectively in rapidly evolving situations.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

- Coordinates and leads the activities of the city-wide capital projects program that supports operating programs, capital improvement projects, and other grant-eligible programs for the City.
- Plan, coordinate, and supervise multiple complex and sensitive operational projects.
- Complete a variety of operational support tasks such as developing and managing select contracts and agreements; preparing financial estimates or projecting and monitoring of revenues and expenditures for select projects and preparing reports, agenda items, presentations, and other documentation as they relate to projects and attends Council meetings to present requests and provide information.
- Assists in preparing Requests for Proposal (RFP) and Requests for Quote (RFQ) for services.
- Participates in bid evaluation and selection and contract negotiations. Prepares technical specifications and requirements; reviews bids and quotes; makes recommendations regarding selection of vendors and awarding of contracts; and monitors vendor performance and contract fulfillment.

- Manages projects during design and implementation phases: prioritizes schedule; allocates resources; works with vendors and project team members to resolve problems and initiate solutions.
- Ensure projects, action items, and other work are completed on time, achieve established objectives, and are of desired quality while keeping the City Manager and Department Directors updated on work progress and concerns.
- Applies engineering principles to define problems, collect data, establish facts, and draw valid conclusions.
- Facilitate co-created resolutions to difficult issues that impede progress on and quality of assigned projects.
- In partnership with the Finance Director, manages and oversees project budgets; coordinates with assigned department in planning and cost estimating; prepares cost estimates for budget planning; monitors and controls expenditures and change orders for approved projects; tracks expenditures and pay requests; processes project purchase orders and invoices; and maintains related documentation.
- Manages tasks and projects relating to the continuous improvement including developing asset management plans. Partners with departments to identify and prioritize project needs and identify content experts and evaluates City facilities for recommendation and prioritization for the CIP.
- Must understand and be able to work with Construction Manager at Risk and/or Design-Build delivery methods.
- Must understand technical design calculations associated with land development projects (i.e., storm drainage hydraulic sizing, water distribution modeling, sanitary sewer collection systems, erosion control measures, etc.).
- Ability to review preliminary engineering evaluations, including quantity take-offs and opinions of probable construction cost.
- Understand and ability to evaluate various field testing (i.e. water pressure testing, gravity sewer low pressure testing, etc.).
- Works with engineers and contractors to ensure all permits are obtained for each project.
- Helps determine project scope, strategy, goals, budget, and deliverables for new special projects.
- Identifies and manages critical tasks including setting and meeting interim project goals; setting and managing project contingency; and performing change control and all other associated project management efforts needed to ensure compliance with the project schedule and budget.
- Inspect all deliveries, ensuring the materials are in the right quantity and quality and are properly placed at the job site.
- Monitor the quality of all workmanship in detail. Stop work when necessary and provide guidance to independent contractors as needed.
- Serves as liaison between the city and outside funding agencies and groups.
- Conducts project progress meetings and monitors work quality and contract compliance.
- Ensures all project activities and programs comply with applicable local, state, and federal laws.
- Track and report on the statuses of projects, pending items, City Council requests, and inquiries and service requests, as well as the impacts of completed work on our organization, our community, and/or our residents.

- Administers property, auto, general liability and Workers' Compensation insurances.
- Files and follows up on all Workers' Compensation as well as property and liability claims.
- Investigates all claims made and processes the required reports and associated paperwork on the insurance coverages and determines corrective measures to be taken.
- Plans, develops, organizes, supervises and conducts training for risk management, loss control, safety, security programs and inspections.
- Inspects work areas for compliance with laws, policies, rules and regulations; communicates corrective measures needed to management; reviews and rechecks progress on a regular basis until standards have been met in coordination with the Safety Coordinator.
- Supervises and directs the Safety Coordinator.
- Obtains resources or offers training programs to implement the program, maintain safety awareness, and assures laws and policies are being followed.
- Performs other duties as required.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Principles, practices and techniques of public administration and local government administration.
- Pertinent federal, state, and local laws, codes, and regulations.
- Sources of information related to a broad range of local government programs, services and projects.
- Principles and practices of sound business communication, writing, and presentations.
- Management, evaluation, and policy analysis; research methods; strategic planning; and project management.
- Quantitative and qualitative data collection, analysis, and synthesis and appropriate research and statistical techniques.
- Using logic, reasoning, and critical thinking to solve problems; identifying the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems; and making effective decisions.
- Preparing budgets, financial, and operational plans and projections and monitoring performance.
- Communicating and presenting complex information, ideas, and recommendation orally and in writing to diverse audiences in a variety of private and public settings.
- Solid knowledge of grant reporting, including Uniform Guidance and other federal compliance requirements
- Knowledge of various grant programs available to local governments
- Excellent organization skills
- In depth knowledge of Risk Management practices and Local Government requirements
- In depth knowledge of Property and Liability and Workers' Compensation Insurance.

Ability to:

- Plan, organize, and carry out a full range of non-routine and complex administrative and analytical assignments from the City Manager with minimal supervision and direction.
- Conduct management, evaluation, and policy analysis; research projects; strategic planning activities; and project management.
- Conduct difficult and complex analysis and research on a variety of administrative and operational topics, identify and recommend alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Present technical information clearly and concisely at a level appropriate to the target audience.
- Ability to read blueprints, plans and structural drawings.
- Understand, interpret, explain and apply applicable federal, state and local policies, laws, and regulations.
- Establish priorities and manage own time.
- Work on multiple, concurrent projects with strict deadlines and with frequent interruptions and rapidly changing priorities.
- Exercise sound independent judgment and maintain confidentiality of critical and sensitive information, records, and reports.
- Develop and maintain cooperative and professional relationships with employees, citizens, community and private organizations, elected officials, boards and commissions. Must be able to handle all interactions with poise, tact and diplomacy.
- Facilitate discussions among relevant parties to reach consensus on recommendations and approaches.
- Use proficiently Microsoft Office Suite, intermediate to advanced Excel skills
- Use, with advanced proficiency, all modules of Microsoft Office (Word, Outlook, Excel, PowerPoint, etc.).

EDUCATION AND EXPERIENCE:

- Bachelor's degree in public administration, business administration, engineering, construction management, or a related field, or an equivalent combination of education and experience. Five years of local government experience managing construction projects is preferred. An in-depth understanding of building trades is required.

PHYSICAL REQUIREMENTS:

- While work is performed primarily in an office environment, duties may require exposure to construction sites, loud equipment, confined spaces, and varying weather conditions. Work environment involves normal, everyday discomforts or unpleasantness. Work area has adequate light, heat, and ventilation; environment is organized and stable. Must be able to ascend and descend ladders, stairs, and work in confined spaces and in proximity to loud equipment. Employee must be able to wear required personal protective equipment while at work and have the ability to lift and carry 25 lbs. regularly and 50 lbs. occasionally.

SPECIAL REQUIREMENTS:

- Possession of a valid North Carolina driver’s license.

2025-2026 FISCAL YEAR
BUDGET AMENDMENT
JUNE 23, 2026

Request for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2026 as follows:

ITEM 1: ADJUSTMENT TO ALLOCATE ADDITIONAL REVENUES.

ACCOUNT #	DEPARTMENT	INCREASE	DECREASE
3440	FEMA WILDLAND GRANT	51,527.52	
3491	PLANNING REVENUE	11,300.00	
3988	CDBG ADMIN	7,300.00	
NET EFFECT ON GENERAL FUND BUDGET		**70,127.52**	-

ITEM 2: ADJUSTMENTS TO THE GENERAL FUND TO ALLOCATE ADDITIONAL REVENUE AND RE-ALLOCATE FUNDS.

ACCOUNT #	DEPARTMENT	INCREASE	DECREASE
3000	REFUNDS		241,400.00
4110	LEGISLATIVE	20,000.00	
4260	BUILDING MAINT.	25,000.00	
4310	POLICE SUPPORT	51,527.52	
4312	POLICE PATROL	125,000.00	
4510	STREET ADMIN	20,000.00	
4740	CEMETERIES	10,000.00	
4910	PLANNING	10,000.00	
6122	MULBERRY REC	25,000.00	
6130	PARKS	25,000.00	
	TOTAL INCREASE/DECREASES	311,527.52	241,400.00
NET EFFECT ON GENERAL FUND BUDGET		**70,127.52**	

ITEM 3: ADJUSTMENTS TO THE WATER AND SEWER FUND ORIGINAL BUDGET AND DISTRIBUTION OF ADDITIONAL WATER REVENUE.

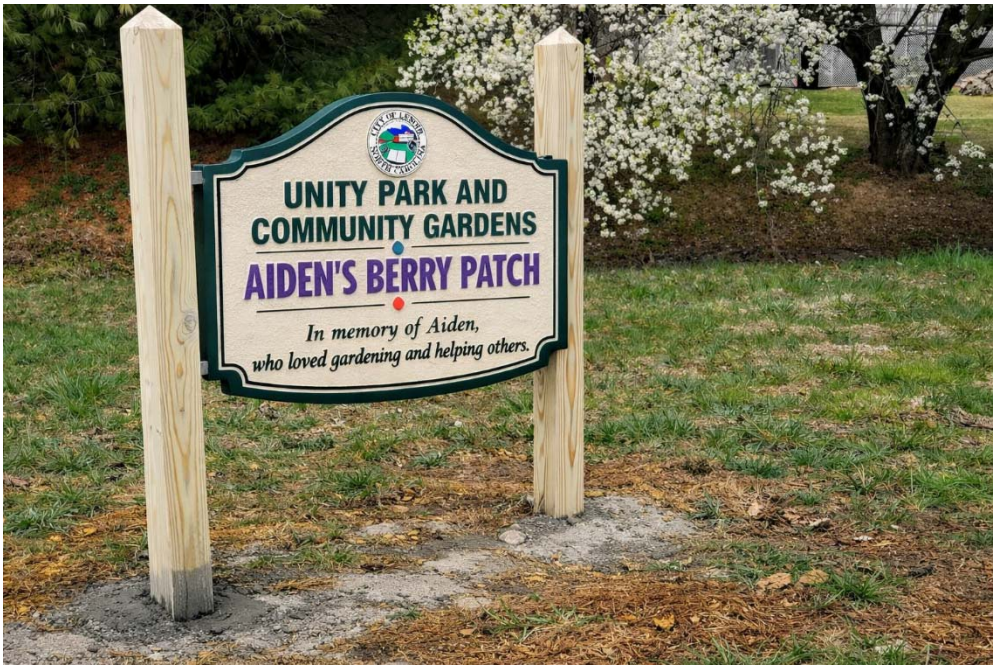
ACCOUNT #	DEPARTMENT	INCREASE	DECREASE
	WATER FUND		
7130	RHODHISS PLANT	50,000.00	
7132	WATER RESOURCES	20,000.00	
7140	WASTEWATER COLLECTION		125,000.00
7141	WASTEWATER PRETREATMENT	30,000.00	
7142	GUNPOWDER	15,000.00	
7143	LOWER CREEK	10,000.00	
	TOTAL INCREASE/DECREASES	125,000.00	125,000.00
NET EFFECT ON WATER AND SEWER FUND BUDGET		-	

ITEM 4: ADJUSTMENTS TO THE MAIN STREET REVENUE BUDGET.

ACCOUNT #	DEPARTMENT	INCREASE	DECREASE
	WATER FUND		
3981	TRANSFER FROM THE GENERAL FUND	41,050.00	
	TOTAL INCREASE/DECREASES	41,050.00	
NET EFFECT ON MAIN STREET BUDGET		**41,050.00**	

ITEM 5: ADJUSTMENTS TO THE MAIN STREET EXPENDITURE BUDGET TO ALLOCATE ADDITIONAL REVENUE.

ACCOUNT #	DEPARTMENT	INCREASE	DECREASE
4920	MAIN STREET	41,050.00	
	TOTAL INCREASE/DECREASES	41,050.00	
NET EFFECT ON MAIN STREET BUDGET		**41,050.00**	


UNITY PARK AND
COMMUNITY GARDENS
AIDEN'S BERRY PATCH
In memory of Aiden,
who loved gardening and helping others.



City of Lenoir

City Council Action Form

I. Agenda Item:

Lenoir Fire Department Foundation Stabilization Project Design-Build Vendor Selection: Following a thorough review and evaluation of each State of Qualifications (SOQ), staff recommends entering into contract negotiations with GeoSpecialties LLC to provide Design-Build services for the Lenoir Fire Department Foundation Stabilization Project. GeoSpecialties LLC qualification package demonstrated the firm's experience with the design-build project delivery method, an experienced team with members offering specific, pertinent areas of expertise, a thorough understanding of the project scope, and a suitable approach to project management and adequate quality control programs necessary to perform the work in a responsible manner. GeoSpecialties is appropriately licensed and insured, has financial capability to undertake the project, and is in good legal standing, as submitted.

II. Background Information:

In June 2026, the City of Lenoir adopted use of the Design-Build project delivery method for the Lenoir Fire Department Foundation Stabilization Project. This delivery method includes selection of a qualified firm or team to provide both design and construction services, thus expediting project delivery. Selection of a design-build firm or team must be in accordance with G.S. 143-128.1.A and utilize a "qualification-based" selection (QBS) process, in lieu of a traditional cost-based selection.In June 2026, a Request for Qualifications (RFQ) was published on the City website and other web-based procurement platforms. The RFQ included a submission date of July 10, 2026. At the time of closing, a total of three (3) SOQ were received and evaluated based on criteria enumerated in the RFQ. Key evaluation components include the following: Key Personnel Qualifications and Experience; Team's Relevant Geo-Structural and Foundation Stabilization Project Experience; Successful Past Performance on Municipal Foundation Stabilization Projects; Project Approach and Understanding.*A full copy of the RFQ, Firm SOQ and scoring rubric is attached for review.

III. Staff Recommendation:

Following a thorough review and evaluation of each SOQ, staff recommends entering into contract negotiations with GeoSpecialties LLC to provide Design-Build services for the Lenoir Fire Department Foundation Stabilization Project. GeoSpecialties LLC qualification package demonstrated the firm's experience with the design-build project delivery method, an experienced team with members offering specific, pertinent areas of expertise, a thorough understanding of the project scope, and a suitable approach to project management and adequate quality control programs necessary to perform the work in a responsible manner. Additionally, GeoSpecialities is the parent company of Shotcrete Contractors Inc. who has completed multiple projects in the City of Lenoir to include stormwater infrastructure (pipe) repairs as well as an emergency slope stabilization/repair and

pedestrian bridge stabilization post Hurricane Helene. GeoSpecialties is appropriately licensed and insured, has financial capability to undertake the project, and is in good legal standing. The firm's full submittal package has been included for review.

IV. Reviewed By:

Jonathan Hogan - Public Works Director

V. Attachments:

1. RFQ - Design Build Services for LFD Foundation Stabilization_REV2 (003)_Final
2. RFQ GeoSpecialties Response_ Design Build Services Lenoir FD Foundation Stabilization
3. RFQ Scoring Rubric-LFD Foundation Stabilization_Final

CITY OF LENOIR, NORTH CAROLINA

Department of Public Works

June 24, 2026

REQUEST FOR QUALIFICATIONS (RFQ)

DESIGN-BUILD SERVICES FOR LENOIR FIRE DEPARTMENT FOUNDATION STABILIZATION

POINT OF CONTACT
Jonathan Hogan, Director of Public Works
City of Lenoir, North Carolina
Post Office Box 958 | Lenoir, NC 28645
Physical: 510 B Greer Circle, Lenoir, NC 28645
jon.hogan@CI.LENOIR.NC.US

DEADLINE FOR SUBMISSIONS – July 10, 2026 BY 3:00 PM

All communication regarding this RFQ must be directed to the Point of Contact above. Any request for clarification shall be directed by email only. Contact with elected officials or other City staff regarding this solicitation may result in disqualification.

INVITATION AND PURPOSE

The City hereby invites qualified design-build teams to submit a Statement of Qualification (SOQ) for the design and rehabilitation of the existing City of Lenoir Fire Station #1. The City has elected to use the design-build delivery method pursuant to North Carolina General Statute § 143-128.1A.

This Request for Qualifications (RFQ) is issued for the purpose of identifying the most qualified design-build team to provide comprehensive architectural, engineering, and construction services for this critical public safety facility. Selection will be based on demonstrated competence and qualifications; price and fee information shall not be submitted at this stage.

PROJECT BACKGROUND AND NEED

The City of Lenoir Fire Station #1 is located at 602 Harper Ave NW, Lenoir, NC (NCPIN #27498765549). In 2021, the City of Lenoir Public Works Department was alerted to a possible infrastructure failure when a sinkhole appeared on the south lawn of Fire Station #1.

Upon initial inspection, it was determined that the 42-inch corrugated metal pipe (CMP) storm drainage pipe running parallel to the facility was severely compromised. The City contracted with Catawba Valley Engineering & Testing in October 2021 to provide an evaluation and analysis to develop the scope of work necessary to address the storm drainage system failure, provide foundation support for the existing building, and evaluate the slab-on-grade conditions of the Fire Station.

The initial study included a visual culvert inspection, subsurface exploration (SPT borings and CPT soundings), and a Geophysical Exploration to evaluate overall soil consistency at the site. A subsequent supplemental study was performed in May 2026, which included an updated Geophysical Exploration.

The supplemental study revealed significant deterioration in subsurface soil conditions near the culvert and building since the 2021 investigation.

The goal of this project is to design and install a foundation and slab-on-grade stabilization system so that site stormwater infrastructure can subsequently be repaired and/or replaced, ensuring the long-term structural integrity and continued operational capability of Lenoir Fire Station #1.

DETERMINATION OF APPROPRIATENESS OF DESIGN-BUILD METHOD

The City of Lenoir has determined that the design-build delivery method is appropriate for this project pursuant to North Carolina General Statute §143-128.1A for the following reasons:

Project Complexity and Coordination Needs – Foundation stabilization and slab-on-grade remediation require integrated geo-structural engineering, site-civil work, subsurface investigation, and construction expertise. A design-build approach promotes coordination between disciplines, reducing conflicts and change orders during construction.

Schedule Considerations – The existing infrastructure failure poses ongoing risk to the structural integrity of the fire station and public safety operations. Design-build allows overlapping design and construction activities, compressing overall project delivery time. Timely completion is essential to halt continued deterioration.

Cost Certainty and Budget Management – The City requires ongoing cost estimating and scope refinement during design to maintain the project within available funding of $2,574,000 as listed in the FY26-27 Budget for all LFD associated work including both this building stabilization and the storm drainage repair (not included in this scope of service). Design-build delivery facilitates continuous cost feedback and value engineering during the planning and design phases.

Ability to Define Project Requirements – The City has existing geotechnical reports, subsurface data, and a defined project site providing a sufficient basis to solicit qualifications and proceed with design-build delivery while allowing the selected team to refine technical details collaboratively with the City.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

This project consists of design-build services for foundation stabilization and slab-on-grade support at Lenoir Fire Station #1, located at 602 Harper Ave NW, Lenoir, NC. The selected design-build team will provide turnkey design and construction services for the permanent remediation of identified subsurface and structural deficiencies.

Scope of Services - The selected design-build team shall provide all services necessary to design and construct a permanent foundation and slab-on-grade stabilization system, including but not limited to:

- Additional site surveys and subsurface explorations as needed to supplement existing geotechnical data
- Geo-structural engineering plans and specifications for the foundation stabilization and slab-on-grade support system(s)
- Permitting and regulatory approvals required for the work
- Installation and construction of remedial stabilization systems per approved design
- Project cost estimating and scope refinement throughout design phases
- Value engineering to optimize cost and performance of the stabilization system
- Construction management, quality control, and safety oversight
- Project closeout and provision of as-constructed drawings

Coordination with Stormwater Infrastructure Repair - The foundation and slab-on-grade stabilization work under this contract is intended to establish the prerequisite structural conditions for subsequent repair and/or replacement of the 42-inch CMP storm drainage infrastructure. The design-build team shall coordinate scope sequencing and design recommendations to facilitate that follow-on work.

PROJECT BUDGET AND FUNDING

The City of Lenoir has allocated funding of $2,574,000 as noted above for both this building stabilization and the storm drainage repair (not included in this scope of service). This project will determine the allocation of this funding required for the design and construction of the foundation stabilization and slab-on-grade support system at Fire Station #1. The design-build team will be expected to work collaboratively with the City to validate scope, provide cost opinions at key milestones, and deliver a project that balances structural performance, durability, and fiscal responsibility.

Price or fee proposals are prohibited during this RFQ phase. The City reserves the right to issue a subsequent Request for Proposals (RFP) or to execute competitive negotiations with the top-ranked team or selected teams following shortlisting.

PROCUREMENT AND SELECTION PROCESS

This RFQ and the subsequent selection process shall comply with NCGS §143-128.1A, including:

- Use of a qualifications-based selection process at the RFQ stage
- Receipt of at least three (3) responsive SOQs, or re-advertisement if fewer are received
- Selection of the most qualified design-build team prior to contract negotiations
- Minority business participation goals, good-faith efforts, E-Verify, and applicable licensing requirements as required by North Carolina law

The City reserves the right to waive any and all informalities in the selection process and to not award a contract. It is the City's intent to award one contract for these services; however, the City may elect to shortlist more than one qualified team and issue a subsequent RFP. Selection will be based on evaluation factors including past performance, relevant experience, qualifications of key personnel, and demonstrated ability to deliver similar geo-structural design-build projects.

Issuance of this RFQ does not obligate the City to award a contract or to pay any costs incurred in the preparation of responses.

EVALUATION CRITERIA

Evaluation Criterion for Initial Shortlisting Criteria	Weight
Qualifications and Experience of Key Personnel	20%
Team's Relevant Geo-Structural and Foundation Stabilization Project Experience	30%
Working Knowledge of Municipal Stormwater Infrastructure & Sinkhole Failure Remediation	20%
Successful Past Performance on Municipal Foundation Stabilization Projects	20%
Project Approach and Understanding	10%

If interviews are conducted with shortlisted firms, the final selection shall be based upon:

Evaluation Criterion – Interview and/or Final Selection Criteria	Weight
Project Team Experience and Qualifications	40%
Project Understanding and Proposed Technical Approach	30%
Project Management Approach	30%

STATEMENT OF QUALIFICATIONS – CONTENT REQUIREMENTS

Responses shall include, at a minimum, the following components:

2.1 – Statement of Services

Provide a narrative describing the Respondent's understanding of the project scope and the services proposed to be delivered. Address the team's approach to any additional surveys, site explorations, geotechnical engineering, foundation stabilization design, permitting, construction, project closeout, and as-constructed documentation.

2.2 – Firm and Team Information

Provide team information including:

- Name of company(ies) involved; any prime, joint venture, or subcontractor relationships
- Key services offered and areas of work responsibility by company
- Office location(s) where the work will be performed
- Company size (number of offices and employees per office)
- Brief company history
- Current workload and availability
- Bonding capacity and insurance capability
- Proof of applicable North Carolina licenses for all firms and individuals performing work
- Minority business participation approach

2.3 – Proposed Staff and Qualifications

Provide an organizational chart indicating the proposed team structure, key staffing, assigned project roles, and company affiliation. A written narrative shall accompany the chart briefly describing each team member's role, professional certifications, years of experience, educational and professional background, and qualifications for the work.

2.4 – Relevant Project Experience

Provide a list of relevant experience in the planning, design, permitting, construction, and construction administration of geo-structural engineering projects of a similar nature. Include for each project:

- Client name and contact information (name, title, and phone number)
- Project description and scope
- Final project cost compared to initial budget
- Delivery method used

2.5 – Litigation and Safety Disclosures

Disclose any litigation history related to design or construction projects within the past five years, and provide the team's safety record, including EMR (Experience Modification Rate).

SUBMITTAL INSTRUCTIONS

Each respondent shall submit three (3) bound paper copies and one (1) electronic PDF copy via email by 3:00 PM on Friday, July 10, 2026, to:

Jonathan Hogan, Director of Public Works
City of Lenoir
Post Office Box 958 | Lenoir, NC 28645
Physical: City of Lenoir Public Services Building, 510 B Greer Circle, Lenoir, NC 28645
Email: jon.hogan@CI.LENOIR.NC.US

Submittals received after the deadline will not be considered. All questions and requests for clarification must be submitted via email to the Point of Contact.

Format requirements:

- Maximum 15 pages, 8.5" × 11", single-sided, minimum 11-point font
- A cover letter and table of contents are required; these do not count toward the page limit
- Failure to comply with format requirements may result in disqualification

ESTIMATED PROJECT TIMELINE

The following schedule is anticipated and is subject to change without notice:

June 24, 2026	RFQ Issued
July 2, 2026	Questions Due by 5:00 PM
July 8, 2026	Responses to Questions Provided by 5:00 PM
July 10, 2026	**Statements of Qualifications Due by 3:00 PM**
July 23, 2026	Review SOQs / Interview Finalists (if needed)
July 30, 2026	Notice of Selection and Award

RESERVATION OF RIGHTS

The City reserves the right to reject any or all SOQs, waive informalities, issue addenda, modify the procurement schedule, or cancel this RFQ if determined to be in the best interest of the City. The City is not liable for any costs incurred by Respondents in preparation of their SOQs.

Justin Anderson, P.E.
www.geospecialties.com | 859.361.2465
justin.anderson@geospecialties.com

July 10, 2026

City of Lenoir, North Carolina
Department of Public Works
Jonathan Hogan, Director of Public Works
PO Box

RE: RFQ – Design-Build Services for Lenoir Fire Department Foundation Stabilization

Dear Mr. Jonathan Hogan:

GeoSpecialties LLC is pleased to submit this Statement of Qualifications for design-build services for the Lenoir Fire Department Foundation Stabilization project. We understand that Fire Station #1 is critical public safety infrastructure and that the City needs a technically sound, constructible, and fiscally responsible solution that stabilizes the building and slab-on-grade conditions while preserving the ability to repair or replace the adjacent 42-inch CMP storm drainage system.

Our team is specifically suited for this assignment because we integrate geo-structural engineering, specialty drilling, compaction grouting, micropile underpinning, sinkhole remediation, QA/QC, and construction management under one coordinated design-build team. That integration is important on this project because the final stabilization approach must respond to variable subsurface conditions, the existing building load path, the condition of the storm drainage corridor, and the City's need to keep public safety operations functional during design and construction.

GeoSpecialties will not approach this project as a single predetermined repair. Instead, we will validate the existing Catawba Valley Engineering & Testing data, supplement it where needed, evaluate the foundation and slab performance, develop practical repair alternatives, and work collaboratively with the City to select the stabilization system that best balances performance, risk, schedule, and the available project funding. Based on the RFQ and available information, likely stabilization tools may include compaction grouting, micropile underpinning, localized slab support improvements, storm drainage corridor stabilization, and sinkhole remediation; final quantities and details will be established through the design-build validation process.

We appreciate the opportunity to support the City of Lenoir on this important project and are prepared to mobilize the appropriate engineering and construction resources immediately upon selection.

Respectfully submitted,

GeoSpecialties

Justin Anderson, PE
Justin.anderson@geospecialties.com
c: 859.583.0732

Mike Milton
Mike Milton
mike.milton@geospecialties.com
c: 423.494.0945

Attachments: A – Key Personnel Resumes and Certs
B – Relevant Project Experience

1.1 – Statement of Services

The City of Lenoir is seeking a design-build team capable of stabilizing Fire Station #1 after documented deterioration of subsurface conditions near the existing storm drainage infrastructure and building. GeoSpecialties brings the right combination of engineering judgment, field execution, and emergency stabilization experience to deliver this work under a single accountable team.

City Need	GeoSpecialties Response	Benefit to Lenoir
Integrated design-build delivery	Engineer-led specialty contractor with in-house drilling, grouting, micropile, shotcrete, and sinkhole repair capabilities.	Fewer handoffs, faster decisions, and more constructible design details.
Foundation and slab stabilization	Evaluation-based repair using compaction grouting, underpinning micropiles, slab support, and sinkhole remediation as appropriate.	Permanent stabilization without overcommitting to quantities before final engineering.
Coordination with 42-inch CMP repair	Design sequencing that stabilizes the building first and preserves future storm drainage replacement access.	Reduces risk of rework and protects public investment.
Operational public safety facility	Phased construction, monitoring, vibration controls, utility protection, and site safety planning.	Maintains fire station operations and limits disruption.
Budget stewardship	Cost opinions, VE workshops, and constructability reviews during design.	Aligns repair scope with the City's overall LFD funding constraints.

Why GeoSpecialties

- Single-source delivery: professional engineering, geotechnical construction, drilling, grouting, micropiles, QA/QC, and closeout are coordinated by one accountable design-build team.
- Direct experience with sinkholes, voided ground, municipal emergency stabilization, stormwater-related failures, underpinning, and difficult access construction.
- Technical flexibility: our approach validates the ground model first, then selects the most appropriate repair instead of forcing a predetermined method.
- Field-proven constructability: our engineers work directly with superintendents and drill crews to select means, methods, sequencing, and acceptance criteria that can be built safely and efficiently.
- Public owner mindset: our team understands schedule pressure, cost transparency, documentation, and operational constraints associated with critical municipal facilities.

GeoSpecialties will use a staged design-build process that keeps the City informed, validates assumptions before construction, and allows the final repair to be tailored to actual subsurface conditions and building performance.

Phase 1 - Kickoff, Records Review, and Site Controls

- Review RFQ materials, Catawba Valley Engineering & Testing reports, boring logs, CPT data, geophysical results, storm drainage observations, building condition information, and available utility records.
- Conduct a kickoff meeting with Public Works and Fire Department representatives to confirm operational restrictions, emergency access, work hours, staging, and communication protocols.

- Establish baseline site documentation, including photographs, existing distress mapping, slab/foundation observations, and preliminary settlement monitoring points.

Phase 2 - Supplemental Investigation and Monitoring

- Perform targeted supplemental borings, CPT soundings, test pits, DCP testing, geophysical follow-up, or probe drilling as needed to validate loose/voided zones, unsuitable material, groundwater, and the limits of affected ground.
- Locate utilities and evaluate conflicts with proposed drilling/grouting operations and future CMP repair or replacement.
- Establish precision elevation monitoring, crack gauges where appropriate, vibration monitoring thresholds, and baseline floor-slab/foundation movement data.

Phase 3 - Geo-Structural Evaluation and Alternative Development

- Evaluate shallow foundation performance, slab-on-grade support, subsurface loss mechanisms, and the likely influence of the storm drainage corridor on foundation soils.
- Develop repair alternatives that may include compaction grouting, limited mobility grouting, micropile underpinning, brackets or grade-beam connections, localized slab support, drainage corridor stabilization, sinkhole remediation, and temporary work sequencing.
- Compare alternatives based on technical performance, risk, constructability, schedule, future stormwater repair compatibility, and cost opinions.

Phase 4 - Final Design, Permitting, and Value Engineering

- Prepare sealed geo-structural drawings, specifications, instrumentation requirements, QA/QC criteria, sequencing requirements, and design calculations by properly licensed professionals.
- Coordinate permitting and regulatory approvals required for earthwork, drainage-adjacent construction, erosion control, traffic/site access, and any required building or specialty trade permits.
- Conduct a design-phase value engineering meeting with the City to confirm scope, repair limits, allowances, contingency items, and cost impacts before construction release.

Phase 5 - Construction and Quality Control

- Install approved stabilization systems in a controlled sequence that protects the building, adjacent utilities, and the future storm drainage repair corridor.
- Use real-time field logs for grout volumes, injection pressures, drilling refusal, grout behavior, micropile installation criteria, reinforcement placement, and acceptance testing.
- Implement QA/QC through grout cube testing, load testing where required, survey monitoring, daily reports, photo logs, and engineer review of field conditions.

Phase 6 - Closeout and As-Constructed Documentation

- Submit as-constructed drawings showing actual grout points, micropile locations, depths, quantities, limits of stabilization, field changes, and utility conflicts encountered.
- Provide final QA/QC records, test results, monitoring summaries, engineer closeout letter, and recommendations for future storm drainage replacement coordination.

- Conduct a final walk-through with the City and Fire Department to verify restoration, access, drainage considerations, and remaining maintenance items.

Anticipated Stabilization Concepts to be Validated During Design

- Compaction grouting or low-mobility grouting to densify loose/voided soils, reduce future settlement potential, and improve support below slab and foundation areas where appropriate.
- Micropile underpinning, with brackets, grade beams, or other engineered connections where foundation load transfer must bypass compromised near-surface soils.
- Localized slab-on-grade stabilization, void filling, or replacement where slab support has been lost or where grout improvement alone is not the most reliable repair.
- Stabilization of soils adjacent to the storm drainage corridor so the subsequent CMP repair/replacement can occur without undermining the building.
- Sinkhole throat treatment or inverted filter/backfill repair where discrete sinkhole features are identified and accessible.

Final means, methods, locations, depths, and quantities will be developed after supplemental validation and City review. This protects the City from premature commitments and allows the design-build process to optimize performance and cost.

Risk Management and Operational Controls

Primary Risk	GeoSpecialties Control	Owner Benefit
Continued settlement or void migration	Baseline survey, staged grouting/underpinning, monitoring triggers, engineer review of field response.	Early detection and controlled construction sequence.
Impact to fire station operations	Phased staging, access planning, daily communication, work zones separated from emergency response movements.	Maintains facility function during construction.
Utility and CMP conflicts	Utility locating, potholing, drilling exclusion zones, coordination with future stormwater work.	Reduces damage and rework.
Unknown karst/voided conditions	Probe drilling, flexible repair toolbox, field-fit details, contingency procedures.	Responsive design without schedule paralysis.
Cost growth	Design milestone estimates, VE options, transparent quantities, allowance/contingency tracking.	Improved budget control.

1.2 – Firm and Team Information

GeoSpecialties LLC will serve as the prime design-build entity and will coordinate all engineering, investigation, specialty construction, QA/QC, safety, and closeout services. APS GEO, a wholly owned subsidiary of GeoSpecialties, provides additional geotechnical engineering, field, and materials testing resources. Specialty subconsultants such as surveying, utility locating, laboratory testing, traffic control, erosion control, or restoration subcontractors will be added as needed to support the final scope and North Carolina requirements.

RFQ Requirement	GeoSpecialties Response
Companies and responsibilities	GeoSpecialties LLC - prime design-builder, specialty geotechnical construction, project management, safety, QA/QC, and overall contract responsibility. APS GEO - geotechnical engineering, investigation support, testing, and technical

	review. Surveying, utility locating, and other specialty services will be provided by qualified subconsultants as needed.
Key services	Foundation stabilization, micropile underpinning, compaction grouting, sinkhole remediation, drilling, soil nail and shotcrete stabilization, drainage-adjacent stabilization, constructability review, and as-built documentation.
Office locations	Headquarters: Lexington, Kentucky. Field Operations Yard: LaFollette, Tennessee. Work will be supported by engineering, project management, and field operations personnel assigned specifically to the Lenoir project.
Company size	Approximately 53 full-time staff, including professional engineers, professional geologists, project managers, superintendents, foremen, drillers, operators, laboratory/testing personnel, QA/QC personnel, and safety professionals.
Company history	GeoSpecialties has provided specialty geotechnical construction and stabilization services throughout Appalachia and the surrounding region since 2020, with a focus on emergency stabilization, sinkhole remediation, municipal infrastructure, transportation, and foundation systems.
Current workload and availability	GeoSpecialties operates multiple full-time geotechnical crews and maintains drilling/grouting equipment capable of supporting immediate mobilization. The Lenoir project would be assigned dedicated project management and field leadership for continuous support through design and construction.
Bonding and insurance	Bonding capacity and insurance capability exceed $10 million. GeoSpecialties will provide required performance and payment bonds and insurance certificates in accordance with the RFQ and North Carolina procurement requirements if awarded.
North Carolina licensing	GeoSpecialties understands the requirement for applicable North Carolina licensing for firms and individuals performing the work and meets the requirement with License No. 105523. Final sealed design documents will be prepared or directly supervised by appropriately licensed professionals.
Minority business participation	GeoSpecialties will make good-faith efforts to identify and include qualified North Carolina HUB/MBE/WBE firms for appropriate scopes such as surveying, trucking, erosion control, restoration, materials, and support services, consistent with North Carolina procurement requirements.

1.3 – Proposed Staff and Qualifications

GeoSpecialties proposes an engineer-led design-build team with direct communication between the City, the Engineer of Record, the Project Manager, and field supervision. This structure is intended to reduce design/construction disconnects and allow quick field decisions during drilling, grouting, and underpinning work.

Proposed Team Organization

Authorized Representative / Principal-in-Charge	Justin Anderson, P.E.	Contract authority, executive oversight, design-build accountability
Engineer of Record / Technical Lead	Matt Birchmier, P.E.	Geo-structural design, sealed plans, analysis, alternatives, QA review
Project Manager	Jeff Bonaventura / Clark Parker	Schedule, budget, coordination, RFIs, submittals, City communication
Construction Superintendent / Field Leadership	Jamie Bevard / Tommy Smiddy / assigned	Drilling, grouting, micropile sequencing, field production, safety coordination

	superintendent	
Safety and QA/QC	Safety Director + Project Engineer / QA staff	Site safety plan, monitoring, testing, daily reports, closeout documentation

Key Personnel Narrative

Matt Birchmier, P.E. - Principal-in-Charge / Technical Lead - Matt will provide executive-level accountability and senior technical oversight for the project. His experience includes compaction grouting, micropile underpinning, soil nail walls, Matt stabilization, sinkhole remediation, and design-build geo-structural work. For this project, Justin will guide the initial evaluation, repair alternative development, cost/risk discussions, and final technical approach.
Project Engineer / Engineer of Record - GeoSpecialties / APS GEO - The project engineer will review existing and supplemental geotechnical data, develop calculations and sealed design documents, coordinate with the construction team, establish acceptance criteria, and review field observations during installation. A North Carolina-licensed professional engineer will seal documents as required.
Project Manager - GeoSpecialties - The Project Manager will be the day-to-day single point of contact for the City, responsible for schedule, submittals, procurement, field coordination, cost updates, quality documentation, meeting minutes, and closeout deliverables.
Jamie Bevard - Field Leadership / Grouting and Foundation Stabilization - Jamie brings direct field experience in specialty foundation construction, grouting, sinkhole repair, and emergency stabilization. His role will include field constructability review, equipment planning, grouting sequence input, and daily coordination with drill crews.
Tommy Smiddy - Field Leadership / Micropile and Specialty Stabilization - Tommy provides senior supervision for micropile, drilling, underpinning, and stabilization work. His experience is particularly important for constructability in constrained building-adjacent environments and for adapting means and methods to actual ground conditions.
Safety Director / QA-QC Support - Safety and QA/QC staff will prepare the site-specific safety plan, review excavation/drilling hazards, establish public safety controls, coordinate daily toolbox talks, and compile testing, monitoring, and as-built records.
Attachment A should include resumes, licenses, certifications, OSHA/safety credentials, and project-specific experience summaries for each proposed key person. The body of the SOQ should summarize the team, while Attachment A provides the detailed support.

1.4 – Relevant Project Experience

The projects below demonstrate GeoSpecialties' direct experience with the same technical elements that control the Lenoir project: sinkhole remediation, stormwater-related ground loss, emergency stabilization, design-build delivery, micropiles, grouting, shotcrete/soil nails, sheet piles, and construction adjacent to critical infrastructure.

Project	Owner / Contact	Relevance to Lenoir	Cost / Budget	Delivery
Elizabeth Court Sinkhole Remediation, Gallatin, TN	City of Gallatin Engineering Department; Nick Nuttle, City Engineer;	Municipal sinkhole remediation; excavation to identify sinkhole throat; inverted filter system; geotextile, boulder, stone, structural backfill, and drainage coordination. Demonstrates direct sinkhole repair experience for	$173,725 final / $173,725 initial	Bid-build / General Contractor

	615-451-5965	public owner.		
8703 and 8711 Lynnhall Court Slope Stabilization, Louisville, KY	Louisville Metro Government / NRCS EWP; Edward Meiman III, Emergency Management Director	Emergency design-build stabilization after rainfall and rapid drawdown; soil nail and reinforced shotcrete wall; sheet pile toe/scour protection; supplemental geotechnical investigation and permitting coordination. Demonstrates fast-track public emergency stabilization.	$1,821,620 final; $1,682,475 initial	Design-build Specialty Geotechnical Contractor
Buffalo Trace Slope Stabilization, Frankfort, KY	Buffalo Trace Distillery / ThermalTech Turnkey Solutions; Kyle Lehman, Project Manager; 513-873-8667	Major landslide stabilization along Kentucky River; micropiles, soil nails, reinforced shotcrete, drainage systems, scour protection, deadman anchors, drilled shafts, and phased stabilization as conditions evolved. Demonstrates flexible specialty stabilization toolbox.	Undisclosed project value / over $1M;	Design-build Specialty Geotechnical Contractor
New Richmond Wall Design-Build, New Richmond, OH	Village of New Richmond / Liberty Landing Development	Design-build riverbank stabilization in constrained public corridor; sheet pile wall, tieback anchors, concrete waler, cellular concrete backfill, utility/access constraints. Demonstrates design-build delivery adjacent to infrastructure and public access.	$1,894,567 final; $1,894,567 initial	Design-build Specialty Geotechnical Contractor

Past Performance Themes Relevant to the City

- Municipal & public-sector: experience coordinating with city representatives, emergency management, federal program requirements, and public infrastructure constraints.
- Design-build responsiveness: ability to use supplemental investigations and field observations to refine final designs as conditions are confirmed.
- Complex stabilization systems: practical field experience with micropiles, compaction grouting, soil nails, shotcrete, drainage, sheet piles, tiebacks, and sinkhole remediation.
- Constrained sites: experience maintaining access and working near structures, utilities, waterways, roads, and occupied facilities.
- Documentation: daily field reports, logs, testing, monitoring, and as-constructed drawings for public-owner closeout.

1.5 – Litigation and Safety Disclosures

GeoSpecialties response includes zero litigation history related to design or construction projects with the past five years. GeoSpecialties maintains an Experience Modification Rate (EMR) below 1.0 and has recorded zero lost-time incidents in the past three years.

A – Key Personnel Resumes & Certs

PROJECT TEAM

GeoSpecialties and APS GEO leadership team provides **more than 350 years of combined experience** in geotechnical engineering, engineering geology, construction materials testing, drilling, and specialty geotechnical construction. This depth of experience allows the department to access senior technical expertise, experienced project managers, and seasoned field personnel capable of supporting both routine task orders and emergency geohazard response assignments.

Certification	Count
ASA Certified Shotcrete Nozzleman	12
OSHA 30	13
OSHA 10	7
CPR / First Aid	13
CDL Licensed	4
Forklift Certified	5
Lean Six Sigma Green Belt	1
Professional Engineer (Multi-State)	3
Professional Geologist	6
MSHA Part 48	1
Rope Access Technician	6

Justin Anderson, P.E. | President / Principal Engineer

Education: Master of Science, Civil Engineering, University of Kentucky, 2006
Bachelor of Science, Civil Engineering, University of Kentucky, 2005
Licenses: Professional Engineer (KY, IN, OH, TN, VA, MN, TX, NE, IA)

Professional Summary: Justin Anderson is the Founder and Principal Engineer of GeoSpecialties with more than 20 years of experience in geotechnical engineering and slope stabilization. He has led over 1,000 geohazard repair projects, including award-winning work for state DOTs and Class I railroads. A licensed Professional Engineer in multiple states and a patent holder, he provides technical leadership and develops innovative solutions that improve the safety, efficiency, and performance of geotechnical stabilization projects.

Key Capabilities & Expertise

- Design and engineering oversight for multi-million-dollar stabilization projects, including design-build delivery.
- Licensed PE with experience across state DOTs, railroads, and municipal infrastructure.
- Specializes in subgrade stabilization and specialty grouting.
- Proven leader with deep understanding of field operations, traffic management, and QA/QC processes.

Awards & Recognition

- ENR Regional Best Project – Renovation/Restoration: *Lexington Historic Courthouse* (Structural stabilization & temporary works support role).
- NRC Award: *Mankato Landslide Stabilization, Union Pacific Railroad (Mankato, MN)* Implemented a three-tier soil-nail and shotcrete wall protecting the Union Pacific mainline and adjacent cemetery. Project completed on time and received the National Railroad Construction (NRC) Award for Excellence.

Certifications & Licenses

- PE Licenses – TN, KY, IN, OH, VA, MN, TX, NE, IA
- OSHA 30

- FEMA Disaster Recovery Training
- CPR / First Aid
- Tennessee Contractor's License – Specialty Construction

Matt Birchmier, P.E. | Chief Operating Officer / Senior Engineer

Education: Master of Science, Geotechnical Engineering, Iowa State University
Bachelor of Science, Civil Engineering, Iowa State University
Licenses: PE (KY plus 25 States)
Professional Summary: Matt Birchmier brings over two decades of experience leading engineering and operations for complex geotechnical projects. He specializes in **soil nailing, deep foundations, micropile design, and rockfall stabilization**, with extensive experience managing multi-state contracts and high-volume stabilization programs. Matt ensures operational excellence across all GeoSpecialties crews, providing direct oversight for project scheduling, safety compliance, and resource management.
Key Capabilities & Expertise

- Multi-state PE licenses supporting broad DOT and federal project work.
- Skilled in **large-scale soil nail wall and micropile system design and execution**.
- Expert in traffic management planning and environmental permitting.
- Lean Six Sigma Green Belt – focused on operational efficiency and continuous improvement.

Certifications & Licenses

- PE Licenses – 25 States
- Lean Six Sigma Green Belt
- OSHA 30
- CPR / First Aid

Education: Bachelor of Science & Master of Science; Civil Engineering – Iowa State University

Clark Parker, P.E. | Senior Geotechnical Engineer / Project Manager

Role: Lead Engineer – Stabilization Systems
Education: Bachelor of Science, Civil Engineering, Western Kentucky University (2018)
Employment: 2025 - Present
PE Licensure: Indiana, Kentucky (#38437) and Wisconsin
Professional Summary: Clark Parker is a licensed Professional Engineer with more than six years of experience in geotechnical stabilization and design-build delivery. He has completed over 300 projects involving slope stabilization, landslide repair, shoring, and deep foundations for DOTs and municipalities across Indiana, Kentucky, and Tennessee. His expertise combines practical engineering design with field execution to deliver safe, constructible, and cost-effective solutions.
Certifications & Licenses

- Licensed Professional Engineer – Indiana, Kentucky & Wisconsin
- OSHA 10
- Louisville MSD EPSC Certification

Noel Philippon | Operations Manager – Rockfall & Specialty Stabilization

Professional Summary: Noel Philippon is a nationally recognized leader in rockfall mitigation and geohazard response, with more than three decades of experience overseeing complex stabilization projects across the United States. He specializes in rock scaling, anchored mesh systems, and emergency slide response. Noel has managed **hundreds** of high-risk projects for DOTs, railroads, and federal agencies, including the **I-75 Rockfall Emergency Response** and large-scale planned rockfall programs.

Certifications

- ASA Certified Shotcrete Nozzleman – Supervisory Level
- OSHA 30 – Construction Safety
- Rope Access Level II Certified
- CPR / First Aid
- MSHA Part 48 – Mine Safety

Jeff Bonaventura | Project Manager

Education: Bachelor of Science, Civil Engineering, Fairmont State University (2008)

Professional Summary: Jeff Bonaventura has nearly 20 years of experience managing large-scale slope stabilization projects, including soil nailing, retaining walls, and compaction grouting in active roadway environments. He has completed over 230 projects for the West Virginia Department of Highways and is skilled at coordinating multi-crew operations to deliver work on time and on budget.

Certifications

- OSHA 30
- Safeland Oil & Gas Safety
- CPR / First Aid

Tommy Smiddy | Senior General Superintendent

Professional Summary: Tommy Smiddy is a senior field leader with more than 35 years of experience in geotechnical construction, specializing in driven piles, retaining walls, and deep foundation systems. He has supervised some of GeoSpecialties' largest stabilization projects for DOTs, railroads, and municipalities, providing expert leadership in complex and emergency field conditions while ensuring safe and efficient project execution.

Key Qualifications and Contributions:

- Over **1,000 stabilization** projects constructed including soil nail, rock bolt, compaction grout, slurry grout, driven piles, shotcrete and micropiles.
- Deep foundation construction, including driven rail steel, drilled rail systems, and large-diameter piles.
- Retaining wall design-build execution for large-scale embankment repairs.
- Skilled traffic control and logistics planning for simultaneous multi-crew deployments.
- Integration of stabilization and earth retention systems and grouting methods for comprehensive stabilization.
- Mentorship and training of field crews to meet ASA and OSHA safety standards.

Casey Prine | General Superintendent

Education: Jelico High School, 2008

Professional Summary: Casey Prine is an experienced superintendent who oversees multiple stabilization crews and has installed more than 10,000 soil nails and rock bolts, managed over 1,000 micropiles, and completed dozens of DOT stabilization projects. He is recognized for leading high-pressure field operations while maintaining exceptional safety and quality standards.

Key Capabilities & Expertise

- Over 200 stabilization projects constructed including soil nail, rock bolt, compaction grout, slurry grout, driven piles, shotcrete and micropiles.
- Stamped and architectural concrete
- Skilled traffic control and logistics planning for simultaneous multi-crew deployments.
- Integration of rail steel systems with soil nail walls and shotcrete facing for comprehensive stabilization.
- Mentorship and training of field crews to meet ASA and OSHA safety standards.

Certifications

- ASA Certified Shotcrete Nozzleman
- OSHA 10 & 30
- CDL Licensed
- Forklift Certified
- CPR / First Aid

Key Qualifications and Contributions:

- Proven expertise in **top-down stabilization techniques**, allowing for continuous traffic flow on active roadway projects.
- Leadership in QA/QC testing for soil nails, shotcrete strength, and drainage systems.
- Experienced with **environmentally sensitive sites**, ensuring compliance with DOT and state permitting requirements.

James (Jamie) Bevard | Superintendent / Lead Driller

Professional Summary: Jamie Bevard is one of GeoSpecialties' most experienced drillers, specializing in cased drilling and anchor installation for soil nail walls, micropiles, and DCP anchors along with many years of compaction and slurry grouting. With over 20 years of expertise specializing in geotechnical and environmental drilling, Jamie ensures safety with aggressive production rates and precision installation and high QA/QC compliance.

Key Capabilities & Expertise

- Over 500 stabilization projects constructed including soil nail, rock bolt, compaction grout, slurry grout, driven piles, shotcrete and micropiles.
- Extensive experience in deep foundations such as cased micropiles and specialty grouting such as compaction grouting.

Certifications

- ASA Certified Shotcrete Nozzleman
- OSHA 30
- CPR / First Aid

B – Relevant Project Experience

GEO240028
Elizabeth Court Sinkhole Remediation

Gallatin, TN

Client:
City of Gallatin

Total Project Construction Cost:
$173,725

Date(s) Work Performed:
October 2024

Key Personnel:
- Justin Anderson, P.E. – Engineer of Record
- James Brevard

Worked Performed As:
General Contractor

Project Overview:

GeoSpecialties performed sinkhole remediation in Gallatin, TN, using the inverted filter method. The work included 1,200 CY of excavation, installation of boulders and geotextile fabric, and placement of compacted stone, backfill, and drainage elements to restore the site to the required subgrade elevation.

Scope of Work:

Key components of the work included:

- Remediation of a sinkhole using the inverted filter method at a single location in Gallatin, Tennessee.
- Excavation of approximately 1,200 CY to expose the sinkhole throat.
- Identification and exposure of a sinkhole throat approximately 6 feet in diameter.
- Placement of approximately 125 tons of boulders and over 1,000 SY of geotextile fabric along the excavation sidewalls and across the base to establish the inverted filter system.
- Installation of approximately 275 tons of compacted stone and 300 CY of structural backfill, placed in coordination with drainage elements, to restore the area to the required subgrade elevation.





GEO250013
8703 and 8711 Lynnhall Court Slope Stabilization

Louisville, KY

Client:
Louisville Metro Government / NRCS Emergency Watershed Protection Program

Total Project Construction Cost:
$1,821,620

Date(s) Work Performed:
2025

Key Personnel:

- Brian Miller - Sr. General Super
- Tommy Smiddy - Sr. General Super
- Jessee Ricker – Superintendent
- Thomas Hylton – Foreman

Engineer of Record:
Justin Anderson, PE

Worked Performed As:
Design-Build Specialty Geotechnical Contractor

Description of Work Performed:

GeoSpecialties provided design-build services for the emergency stabilization of a major landslide along the bluff above Harrods Creek at 8703 and 8711 Lynnhall Court in Louisville, KY. The failure occurred after extreme rainfall, elevated creek levels, and rapid drawdown conditions caused instability along the saturated slope, threatening nearby residential homes.

To restore long-term stability and protect the structures above, GeoSpecialties designed and constructed an integrated stabilization system consisting of a soil nail wall with reinforced shotcrete facing along the upper slope and a driven sheet pile wall at the creek bank to provide toe support and scour protection. The systems were structurally connected to create a continuous stabilization solution from the creek bank to the residential grade.

The project was completed under the NRCS Emergency Watershed Protection (EWP) program and included coordination with Louisville Metro Government, federal permitting agencies, and supplemental geotechnical investigations to confirm subsurface conditions and refine the final design.











GEO250013
Buffalo Trace Slope Stabilization

Frankfort, KY

Client:
Buffalo Trace Distillery

Date(s) Work Performed:
2025

Key Personnel:
- Clark Parker - Project Engineer
- Zach Harmon - Foreman
- Thomas Hylton - Foreman
- Casey Prine -General Superintendent

Engineer of Record:
Justin Anderson, PE

Worked Performed As:
Design-Build Specialty Geotechnical Contractor

Project Overview:

- GeoSpecialties completed emergency slope stabilization along the Kentucky River after a major landslide impacted the rear of the Buffalo Trace facility. The 200-foot-long failure area required a permanent stabilization solution that included micropiles, soil nails, reinforced shotcrete, drainage systems, scour protection, and the largest A-Wall ever constructed—a 25-foot-tall by 200-foot-long system.
- Additional stabilization measures were implemented as site conditions evolved, including deadman anchors and drilled shafts. Following completion, GeoSpecialties also installed concrete flatwork and paving to create a finished courtyard space for the facility. The completed system provides long-term slope stability while protecting critical infrastructure and utilities along the river.









GEO250015 – New Richmond Wall Design-Buil

New Richmond, OH

Client:
Village of New Richmond / Liberty Landing Developmen

Total Project Construction Cost:
$1,894,567

Date(s) Work Performed:
2025

Key Personnel:
- Noel Philippon
- Tommy Smiddy -General Superintendent

Engineer of Record:
Matt Williams, PE

Worked Performed As:
Design-Build Specialty Geotechnical Contractor

Project Overview:

GeoSpecialties served as the design-build specialty contractor for the stabilization of the Ohio River riverbank along Front Street in New Richmond, Ohio. The project was completed to facilitate the redevelopment of the Liberty Landing area, including improvements to the riverfront boardwalk and public access to the waterfront.

The work included the design and construction of an approximately 387-foot-long permanent sheet pile retaining wall system installed along the riverbank to stabilize the slope and support the roadway and new boardwalk infrastructure above. The wall system consisted of PZC18 sheet piles installed up to approximately 45 feet in depth, supported by a row of tieback anchors extending up to 50 feet into the hillside behind the wall.

GeoSpecialties also installed a 24-inch by 30-inch reinforced concrete waler along the length of the wall to distribute anchor loads across the sheet piles and provide long-term structural durability. The area behind the wall was backfilled using lightweight cellular concrete to reduce lateral loads and improve the long-term performance of the riverbank stabilization system. Construction was performed in a constrained urban riverfront environment adjacent to active roadways, utilities, and historic downtown structures while maintaining access along the riverfront corridor.





CNY315 Cocke County I-40 Slope Stabilization

Cocke County, Tennessee



Client:
Tennessee Department of Transportation (TDOT)

Completion Date:
2025 - 2026

Total Project Construction Cost:
$12,438,608

Work Was Proformed As:
Specialty Geotechnical Subcontractor

Key Personnel:

- Justin Anderson, P.E. – Engineer of Record
- Casey Prine
- Noel Phillippon
- Clark Parker
- Jeff Bonaventura
- Zach Harmon
- Jesse Ricker
- Tommy Smiddy
- Michael Bevard

Project Overview:

GeoSpecialties provided specialty geotechnical construction services for slope stabilization along Interstate 40 in Cocke County, Tennessee, addressing three active slope failure areas near mile markers 450.7, 451.0, and 451.6. The project included the design and construction of soil nail "A" walls with reinforced shotcrete facing, installation of approximately 140,000 linear feet of soil nails, and secondary wall facing systems to restore long-term slope stability. At the most critical location, GeoSpecialties also installed rock anchors, rock bolts, and pinned draped mesh to stabilize exposed rock faces and protect motorists from potential rockfall. Completed alongside an active interstate, the project showcased GeoSpecialties' expertise in complex geotechnical stabilization, specialized drilling, and safe execution in challenging transportation environments.

Scope of Work:

- Designed and constructed soil nail "A" walls with reinforced shotcrete facing.
- Installed approximately 140,000 LF of soil nails at three slope stabilization sites.
- Constructed secondary wall facing systems.
- Installed rock anchors, rock bolts, and pinned draped mesh for rockfall protection.
- Performed staged excavation using specialized geotechnical drilling equipment.
- Coordinated construction within an active interstate corridor while maintaining safe operations.

Scoring Rubric

Design-Build Servies For Lenoir Fire Department Foundation Stabilization

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

EVALUATION FACTORS

1. 20% = Qualifications and Experience of Key Personnel
2. 30% = Teams Relevant Geo-Structural and Foundation Stabilization Project Experience
3. 20% = Working knowledge of Municipal Stormwater Infrastructure & Sinkhole Failure Remediation
4. 20% = Successful past performance on Municipal Foundation Stabilization Projects
5. 10% = Project Approach and Understanding

Score 1-10 for each factor

COMMITTEE MEMBERS

Reviewer #1
Reviewer #2
Reviewer #3
Reviewer #4
Reviewer #5

RESPONSIVE FIRMS

Team 1: Wilkie Construction Company Southeast, LLC
Team 2: GeoSpecialties LLC
Team 3: JM Cope Construction

Reviewer #1

FACTOR	Team 1	Team 2	Team 3					
1	7.0	8.0	7.0					
2	4.0	8.0	8.0					
3	5.0	7.0	6.0					
4	3.0	8.0	5.0					
5	7.0	9.0	7.0					
TOTAL	**24.5**	**39.5**	**33.5**					

Reviewer #2

FACTOR	Team 1	Team 2	Team 3					
1	6.0	8.0	8.0					
2	6.0	7.0	9.0					
3	8.0	8.0	9.0					
4	6.0	8.0	9.0					
5	7.0	8.0	9.0					
TOTAL	**32.5**	**38.5**	**44.0**					

Reviewer #3

FACTOR	Team 1	Team 2	Team 3					
1	10.0	10.0	10.0					
2	8.0	9.0	8.0					
3	8.5	9.0	8.0					
4	8.0	9.0	8.0					
5	9.0	9.0	9.0					
TOTAL	**43.0**	**46.0**	**42.5**					

Reviewer #4

FACTOR	Team 1	Team 2	Team 3					
1	7.5	7.5	9.0					
2	8.0	9.0	8.0					
3	8.0	7.0	9.0					
4	6.0	9.0	8.0					
5	8.0	7.0	9.0					
TOTAL	**37.5**	**40.5**	**42.5**					

Reviewer #5

FACTOR	Team 1	Team 2	Team 3					
1	8.0	9.0	9.0					
2	6.0	10.0	8.0					
3	4.0	7.0	8.0					
4	5.0	8.0	9.0					
5	8.0	8.0	9.0					
TOTAL	**30.0**	**43.0**	**42.5**					

FACTOR	Team 1	Team 2	Team 3					
TOTAL:	**33.50**	**41.50**	**41.00**					

August 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 6:00 p.m. City Council	5 9:00 a.m. Staff Mtg.	6 4:00 p.m. Lenoir Tourism Dev. Authority (Gilded Veil at Clover Hill)	7 Friday Night Live Deacon Black 7:00-10:00 p.m.	8 52nd Annual Harambee Festival starts through Friday, August 14
9	10 Noon-City/County Services Committee	11 8:15 a.m. Economic Dev. Adv. Committee (Civic Center)	12 2:00 p.m. ABC Board	13 6:00 p.m. LBAB (City Hall, 3rd Floor)	14	15 7:00 p.m. Southern Sundown 4 Miler (Race begins & ends at Liquid Roots Brewing)
16	17 6:00 p.m. Parks & Recreation Advisory Board (Mulberry Rec)	18 6:00 p.m. City Council	19 9:00 a.m. Staff Mtg	20	21 Friday Night Live News @ 11 7:00-10:00 p.m.	22
23	24	25 8:30 a.m. Committee of the Whole (City Hall, 3rd Floor)	26 Noon-Foothills Regional Airport Authority	27	28	29
30	31					

City of Lenoir
P.O. Box 958
Lenoir, N.C. 28645
www.cityoflenoir.com
757-2200 / 757-2162 fax

Joseph L. Gibbons, Mayor
Scott E. Hildebran, City Manager
Lauren Hartley, City Clerk

City of Lenoir

City Council Action Form

I. Agenda Item:

Wexford Village Guardhouse - Quitclaim Deed and Release of Easement from the City of Lenoir to Wexford Village Homeowners' Association, Inc. (a) releasing the City's public street easement over the Guardhouse Parcel; (b) quitclaiming any other right, title, or interest the City may hold in the parcel; and (c) reserving to the City and to the appropriate public and franchise utility providers perpetual easements for the installation, operation, maintenance, repair, and replacement of water, sanitary sewer, storm sewer, electric, street lighting, telephone, cable, and other utilities serving Wexford Village, together with rights of ingress and egress for such purposes.

II. Background Information:

In 1999, H.B. Development, Inc. developed the Wexford Village subdivision in Lenoir. H.B. Development dedicated to public use the streets, walks, parks, and easements, including Wexford Village Circle. The City of Lenoir accepted the dedication on August 10, 1999. (SEE ATTACHED SUBDIVISION PLAT)

The dedication was effected by plat only. No separate deed conveying fee title in the right--of-way from H.B. Development to the City of Lenoir was executed or recorded.

A guardhouse structure was constructed (SEE ATTACHED PICTURE) within the Wexford Village Circle right-of-way at or near the entrance of the subdivision and has been used and maintained by the Homeowners' Association since the early years of the subdivision's existence. The guardhouse is not identified as Common Area on the recorded plat and is not within the Common Area defined in the Declaration.

The Homeowners' Association seeks to obtain clear record title to the Guardhouse Parcel so that it may obtain property and liability insurance covering the structure, fund maintenance and repair of the structure through annual assessments as a Common Area expense, and operate the parcel as a permanent amenity of the subdivision. The Association currently has no record interest in the parcel and is therefore unable to insure it.

The proposed conveyance involves no expenditure of public funds by the City and removes from the City a maintenance and liability exposure on a structure the City does not use and has never maintained. The proposed conveyance also reserves utility easements and ensures that the City retains all infrastructure access it presently exercises within the parcel and that no public service to Wexford Village will be impaired by the conveyance.

III. Staff Recommendation:

Authorize execution of the attached Quitclaim Deed and Release of Easement from the City of Lenoir to Wexford Village Homeowners' Association, Inc., (a) releasing the City's public street easement over the Guardhouse Parcel; (b) quitclaiming any other right, title, or interest the City may hold in the parcel; and (c) reserving to the City and to the appropriate public and franchise utility providers perpetual easements for the installation, operation, maintenance, repair, and replacement of water, sanitary sewer, storm sewer, electric, street lighting, telephone, cable, and other utilities serving Wexford Village, together with rights of ingress and egress for such purposes.

IV. Reviewed By:

City Manager
City Attorney

V. Attachments:

1. L-City Manager (Wexford)
2. Wex 2 NEW
3. Wexford Guardhouse Picture
4. Non-Warranty Deed - Marital (2) (3)
5. Wex ..

DELK 4 LAW
REAL ESTATE

June 25, 2026

Mr. Scott Hildebran
City Manager
City of Lenoir
P.O. Box 958
Lenoir, NC 28645

Re: Wexford Village Guardhouse — Title Clearance
Request for City Council Action — July 28, 2026 Meeting

Dear Mr. Hildebran:

At the request of TJ Rohr, City Attorney, I am providing the following factual summary of the Wexford Village guardhouse title clearance matter to assist City staff in preparing an action item and draft resolution for the City Council's July 28, 2026 meeting.

Subject Property: A 0.015-acre parcel within the right-of-way of Wexford Village Circle NE, Lenoir, NC, containing the structure commonly known as the Wexford Village guardhouse, surveyed and identified as "Excempt Lot '1'" on the plat prepared by David S. Clark, Surveyor, PA, dated March 17, 2026, and recorded March 23, 2026, in the Caldwell County Registry (the "Guardhouse Parcel").

Parties:

- City of Lenoir (current holder of public street easement)
- H.B. Development, Inc. (original developer; presumed holder of underlying fee in right-of-way)
- Wexford Village Homeowners' Association, Inc. (proposed grantee)

Background:

In 1999, H.B. Development, Inc. developed the Wexford Village subdivision in Lenoir. The subdivision plat was recorded on August 12, 1999, in Plat Book 18, Page 199, Caldwell County Registry. On that plat, H.B. Development dedicated to public use the streets, walks, parks, and easements shown thereon, including Wexford Village Circle. The City of Lenoir, by execution of the Certificate of Acceptance of Streets, Water and Sewer on the plat by the Director of Public Works, accepted the dedication on August 10, 1999.

The dedication was effected by plat only. No separate deed conveying fee title in the right-of-way from H.B. Development to the City of Lenoir was executed or recorded. Under North Carolina law, a dedication of streets made by plat and accepted by a municipality, without a

separate instrument of conveyance, is properly construed as conveying an easement for public street purposes, with the underlying fee remaining vested in the dedicator.

The Declaration of Covenants, Conditions and Restrictions of Wexford Village was recorded on August 18, 1999, in Book 1273, Page 1184, Caldwell County Registry, establishing the Wexford Village Homeowners' Association, Inc.

A guardhouse structure was constructed within the Wexford Village Circle right-of-way at or near the entrance of the subdivision and has been used and maintained by the Homeowners' Association since the early years of the subdivision's existence. The guardhouse is not identified as Common Area on the recorded plat and is not within the Common Area defined in the Declaration.

Current Issue:

The Homeowners' Association seeks to obtain clear record title to the Guardhouse Parcel so that it may obtain property and liability insurance covering the structure, fund maintenance and repair of the structure through annual assessments as a Common Area expense, and operate the parcel as a permanent amenity of the subdivision. The Association currently has no record interest in the parcel and is therefore unable to insure it.

Title Analysis:

Because the 1999 dedication was by plat only, the City of Lenoir is understood to hold an easement for public street purposes over the Guardhouse Parcel, and H.B. Development, Inc. is understood to hold the underlying fee. To convey clear, marketable title to the Homeowners' Association and avoid any future question regarding the parcel's chain of title, both interests must be released or conveyed to the Association.

Proposed Resolution:

To accomplish the title clearance, two instruments are being prepared:

1. A Quitclaim Deed from H.B. Development, Inc. to Wexford Village Homeowners' Association, Inc., conveying any and all right, title, and interest of H.B. Development in the Guardhouse Parcel. This instrument has been signed by Hunt Broyhill on behalf of H.B. Development, and is ready to record.

2. A Quitclaim Deed and Release of Easement from the City of Lenoir to Wexford Village Homeowners' Association, Inc., (a) releasing the City's public street easement over the Guardhouse Parcel; (b) quitclaiming any other right, title, or interest the City may hold in the parcel; and (c) reserving to the City and to the appropriate public and franchise utility providers perpetual easements for the installation, operation, maintenance, repair, and replacement of water, sanitary sewer, storm sewer, electric, street lighting, telephone,

cable, and other utilities serving Wexford Village, together with rights of ingress and egress for such purposes.

The reservation of utility easements ensures that the City retains all infrastructure access it presently exercises within the parcel and that no public service to Wexford Village will be impaired by the conveyance.

The conveyance involves no expenditure of public funds by the City and removes from the City a maintenance and liability exposure on a structure the City does not use and has never maintained.

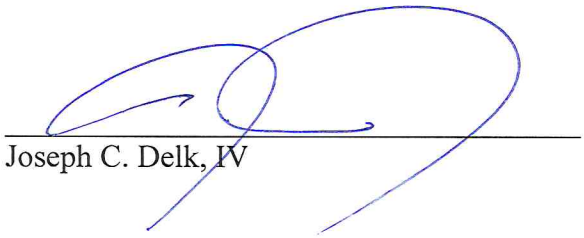
Action Requested:

Approval by City Council, by resolution, of (a) the conveyance of the Guardhouse Parcel to Wexford Village Homeowners' Association, Inc., in the manner described above; and (b) authorization of the Mayor (or City Manager, as the Council may direct) to execute the Quitclaim Deed and Release of Easement on behalf of the City.

Please let me know if you or your staff need additional information or documentation. I have a draft Quitclaim Deed and Release of Easement prepared and would be pleased to provide it to the City Attorney's office for review at any time.

Thank you for your assistance with this matter.

Sincerely,



Joseph C. Delk, IV

cc: TJ Rohr, City Attorney, City of Lenoir
Jane Prestwood, President, Wexford Village Homeowners' Association

FILED
CALDWELL COUNTY NC
08/12/1999 1:37 PM
LOIS GREENE
Register Of Deeds

PLAT BOOK 18
PAGE 199

POB IS LOCATED:
N 76°24'50"E 236.60' FROM A PK(F) IN THE CENTERLINE OF NUWAY CIRCLE @ ITS INTERSECTION WITH POWELL RD. AND
N 71°58'40"E 100.49' FROM A PK(F) IN THE CENTERLINE OF POWELL RD. @ ITS INTERSECTION WITH EDEL PLACE

POB IS ALSO LOCATED:
(PLAT BEARING & HORZ. DISTANCE) S 70°24'33"E 3,250.62' FROM NCGS "VALMEAD". (GRID BEARING & DISTANCE= S 70°19'28"E 3,250.27')
NCGS GRID CO-ORDS: (NAD 83)
POB:
N= 804,580.90 E= 1,251,604.25
VALMEAD:
N= 805,678.82 E= 1,248,545.03
COMBINED FACTOR= 0.9998812 & IS APPLIED TO GRID
TIE ONLY.
-00°09'05" FROM PLAT AZIMUTH TO EQUAL GRID AZIMUTH.

PLAT NORTH PB 12 PG 64

CERTIFICATE OF ACCEPTANCE OF STREETS, WATER AND SEWER, DRAINAGE EASEMENTS

I, hereby certify that all required construction of streets, water and sewer and drainage have been installed in accordance with City of Lenoir standards and accepted prior to recording of the final plat.

8-10-99
DATE

CITY OF LENOIR
DIRECTOR OF PUBLIC WORKS

CERTIFICATE OF OWNERSHIP AND DEDICATION

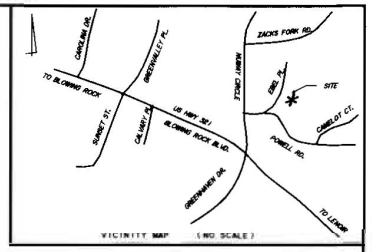
I (We), hereby certify that I am (we are) the owner (s) of the property shown and described herein, which is located in the subdivision jurisdiction of the City of Lenoir and that I (we) hereby adopt this plan of subdivision with free consent, establish minimum building setback lines and dedicate all streets, walks parks, and other sites and easements to public use as noted.

8-25-99
DATE

Ken Moss
OWNER

OWNER

OWNER



VICINITY MAP (NO SCALE)

CERTIFICATE OF ACCEPTANCE OF DEDICATION AND RECORDING

I, hereby certify that the Subdivision Plat shown hereon has been found to comply with the Subdivision Regulations for Lenoir, North Carolina, and has been approved by the City Council for recording in the office of the Register of Deeds of Caldwell County. The City accepts the dedication of streets, easements, and public parks but the City assumes no responsibility to open or maintain any streets, easements, rights-of-way, or other lands thereon and accepted hereby for public purposes until in the opinion of the Lenoir City Council it is in the public interest to do so. The approval of this plat shall be null and void if the said plat is not recorded with the Caldwell County Register of Deeds within sixty (60) days of the date of approval.

AUG 3 1999
DATE

CITY CLERK

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD:

The City of Lenoir Planning Board hereby approves the Final Plat for the Subdivision.

DATE

CHAIRMAN, LENOIR PLANNING BOARD

JAMES MORROW
DEED BOOK 604 PAGE 546

CALDWELL BAPTIST ASSOC.
DEED BOOK 1035 PAGE 868

CITY OF LENOIR
DEED BOOK 184 PAGE 194

NCDOT
DEED BOOK 779 PAGE 165

"CAMELOT"
PLAT BOOK 12 PAGE 64

WEXFORD COURT

(DEDICATED OPEN SPACE)
23,253 S.F.

(DEDICATED OPEN SPACE)
15,770 S.F.

1,876 S.F. (DEDICATED OPEN SPACE)

20' EASEMENT

30' ACCESS EASEMENT

10' DRAINAGE EASEMENT

GUARD HOUSE

FENCE

CURB

"CAMELOT"
PB 12 PG 64
COMMON AREA #5
SEE DB 840 PG 144

SEE CAMELOT 20'SEWER EASEMENT

CURVE	RADIUS	LENGTH	CHORD	CH.BEARING
C-1	30.00'	48.97'	43.71'	S 24°12'36"E
C-2	150.00'	41.23'	41.10'	S 78°50'52"E
C-3	150.00'	33.65'	33.58'	N 86°51'04"E
C-4	150.00'	33.68'	33.61'	N 86°51'25"E
C-5	150.00'	23.28'	23.26'	S 82°15'15"E
C-6	145.16'	3.14'	3.14'	S 77°11'51"E
C-7	145.16'	62.08'	61.61'	S 64°19'30"E
C-8	145.16'	50.63'	50.37'	S 42°02'30"E
C-9	88.49'	45.14'	44.65'	S 17°23'38"E
C-10	88.49'	41.80'	41.42'	S 10°44'51"W
C-11	88.49'	52.35'	51.59'	S 41°13'34"W
C-12	88.49'	5.25'	5.25'	S 59°52'50"W
C-13	134.37'	54.20'	53.83'	S 73°08'12"W
C-14	134.37'	4.60'	4.60'	S 85°40'21"W
C-15	296.64'	21.07'	21.06'	S 88°43'47"W
C-16	296.64'	57.71'	57.61'	N 83°30'21"W
C-17	100.00'	16.67'	16.65'	N 73°02'33"W
C-18	100.00'	48.25'	47.78'	N 54°26'41"W
C-19	100.00'	39.82'	39.55'	N 29°12'36"W
C-20	100.00'	39.90'	39.63'	N 06°22'45"W
C-21	100.00'	24.39'	24.33'	N 12°08'19"E
C-22	10.00'	15.71'	14.14'	N 25°58'24"W
C-23	30.00'	30.98'	29.62'	S 79°26'30"W
C-24	10.00'	15.71'	14.14'	N 64°01'36"E
C-25	190.00'	68.80'	68.43'	N 81°20'51"E
C-26	190.00'	26.04'	26.02'	N 84°21'05"E
C-27	110.00'	37.56'	37.37'	S 89°47'41"E
C-28	110.00'	4.22'	4.22'	S 78°54'57"E
C-29	105.16'	64.56'	63.56'	S 60°13'41"E
C-30	105.16'	19.51'	19.48'	S 37°19'30"E
C-31	48.49'	79.21'	70.69'	S 14°47'07"W
C-32	94.37'	41.29'	40.96'	S 74°07'03"W
C-33	250.64'	67.93'	67.72'	N 85°34'36"W
C-34	60.00'	15.45'	15.40'	N 70°26'35"W
C-35	60.00'	47.40'	46.17'	N 40°26'20"W
C-36	60.00'	38.57'	37.91'	N 00°56'32"E
C-37	251.49'	59.47'	59.33'	S 77°13'56"E
C-38	251.49'	24.44'	24.43'	S 86°47'41"E
C-39	258.27'	46.73'	46.67'	S 86°43'07"E
C-40	258.27'	16.24'	16.24'	S 79°44'02"E

COURSE	BEARING	DISTANCE
L-1	S 16°53'16"W	36.23'
L-2	N 80°25'28"E	13.57'
L-3	S 86°29'12"W	34.00'
L-4	N 19°01'36"E	1.91'
L-5	N 19°01'36"E	21.91'
L-6	N 80°29'28"E	19.32'
L-7	S 49°51'24"W	7.66'

MINIMUM BUILDING SET BACK LINES:
FRONT 10'
SIDE 5'
REAR 10'
ZONED: R-9
TOTAL ACREAGE: 7.318 AC
MINIMUM LOT SIZE: 3,455 S.F.
TOTAL NUMBER OF LOTS: 43
TOTAL OPEN SPACE: 41,000 S.F.

* NOTE: ALL CORNERS ARE 1/2"NIP UNLESS OTHERWISE NOTED

* NOTE: PER KEN MOSS - POWER & WATER LINES ARE TO BE MOVED

ALL LOTS ARE SUBJECT TO EASEMENTS AS NEEDED WITHIN THE SET-BACK LINES FOR UTILITIES, WALLS AND FENCES.

This Plat Was Prepared Without The Benefit Of A Title Report, Which May Reveal Additional Conveyances, Easements, Rights-Of-Way, Or Building Restriction Lines Not Shown. All Property Ownerships Were Taken From Current Tax Records Only.

60 0 60 120 180
GRAPHIC SCALE - FEET

LEGEND

Existing Iron Pipe	● EIP
New Iron Pipe	⊙ NIP
P. K. Nail	△ P.K.
Point	* PT.
Concrete Monument	⊡ C.M.
New Iron Rod	○ NIR
Existing Iron Rod	● EIR

REVIEW OFFICER'S CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF Caldwell

I, Kevin Parrish, REVIEW OFFICER OF Caldwell COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

DATE 8/12/99

NORTH CAROLINA PROFESSIONAL SEAL L-2427 LAND SURVEYOR T.R. BISHOP

I, T.R. BISHOP, PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1245, PAGE 1105, ETC.) (OTHER): THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____, PAGE _____; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 14,021; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 21ST DAY OF JUNE, A.D., 1999.

SURVEYOR (PLS REGISTRATION NUMBER L-2427

I, T. R. BISHOP, PLS, CERTIFY TO THE FOLLOWING:

a. THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;

SURVEYOR (PLS REGISTRATION NUMBER L-2427

REVISED 5/19/99 (MADE FOR RECORDATION)
Revised: 1/5/99 (Add New Deed Reference)
(REVISED 6/21/99 ECB ADDED PUBLIC WORKS STATEMENT)

WESTERN CAROLINA SURVEYORS, P.A.
819 HARPER AVE., S.W. LENOIR, N.C. TELE. (704) 758-5353

TITLE: FINAL DESIGN FOR:
WEXFORD VILLAGE

CLIENT:	TOWNSHIP	COUNTY	STATE
H.B. DEVELOPMENT	LOWER CREEK	CALDWELL	N.C.

DEED REF.- BK. 1245 PG. 1105 BK. PG. BK. PG.
TAX MAP NUMBER: 213-1-3
LAYERS 63

APP. BY	DRAWN BY	DATE	SCALE:	CF:	BY:
TRB	ECB	12/14/98	1" = 60'	SF: 7277	LJB
			Job No.: 7277	FB: MCV	SHEET


Lenoir, North Carolina
Google Street View
Aug 2024 See more dates
© 2024 Google
Expand
Powell Rd NE
Google Maps

NORTH CAROLINA NON-WARRANTY DEED

Excise Tax: $0.00 Parcel Identifier No.:

Mail after recording to: Wexford Village Homeowners' Association, Inc., 1200 Wexford Village Circle Northeast, Lenoir, NC 28645

This instrument was prepared by: Delk 4 Law, 110 Church Street Northwest, Lenoir, NC 28645

Brief Description from the Index: _____

THIS DEED made this ____ day of _____, 2026, by and between

GRANTOR	GRANTEE
City of Lenoir	Wexford Village Homeowners' Association, Inc.
801 West Avenue Lenoir, NC 28645	1200 Wexford Village Circle Northeast Lenoir, NC 28645

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in , City of Lenoir, Caldwell County, North Carolina and more particularly described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

THE DRAFTSMAN OF THIS INSTRUMENT HAS NOT CHECKED THE TITLE TO THE ABOVE-DESCRIBED PROPERTY AND MAKES NO CERTIFICATION AS TO TITLE, AND WAS NOT RESPONSIBLE FOR CLOSING A SALE OF THE PROPERTY.

The property herein described ☐ is or ☒ is not the primary residence of the Grantors.

WHEREAS, by plat entitled "Final Design for Wexford Village," prepared by Western Carolina Surveyors, P.A., and recorded on August 12, 1999, in Plat Book 18, Page 199, Caldwell County Registry (the "1999 Plat"), H.B. Development, Inc., as owner, dedicated to public use the streets, walks, parks, and easements shown on the 1999 Plat, including Wexford Village Circle and Wexford Court (collectively, the "Dedicated Streets"); and

WHEREAS, the Director of Public Works of the City of Lenoir executed a Certificate of Acceptance of Streets, Water and Sewer on the 1999 Plat, accepting the Dedicated Streets together with the water and sewer infrastructure of Wexford Village; and

WHEREAS, the dedication shown on the 1999 Plat was not accompanied by any separate instrument of conveyance and is therefore properly construed as a dedication of an easement for public street purposes, the underlying fee in the right-of-way remaining vested in the dedicator, H.B. Development, Inc.; and

WHEREAS, a structure commonly known as the "guardhouse" is situated within the right-of-way of Wexford Village Circle and has historically been used and maintained in connection with the operation of the Wexford Village subdivision; and

WHEREAS, by plat entitled "Excempt Lot '1', 0.015 Acre, Survey Plat for Wexford Village Homeowners Association Inc.," prepared by David S. Clark, Surveyor, PA, dated March 17, 2026, and recorded on March 23, 2026, in Plat Book 42, Page 66, Caldwell County Registry (the "2026 Plat"), the area containing the guardhouse was surveyed and identified as a discrete 0.015-acre parcel (the "Property"); and

WHEREAS, Grantee desires to obtain clear title to the Property so that it may maintain, insure, and operate the guardhouse as a common amenity of Wexford Village; and

WHEREAS, the City Council of the City of Lenoir, at its regular meeting held on _____, 2026, by resolution duly adopted, authorized the execution and delivery of this Deed to release the public street easement, quitclaim any other interest of Grantor in the Property, and convey the Property to Grantee, subject to the reservations set forth herein;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby:

1. RELEASE, ABANDON, and SURRENDER unto Grantee, its successors and assigns forever, all right, title, interest, and easement of Grantor in and to the Property for public street purposes, including without limitation any easement acquired by virtue of the dedication shown on the 1999 Plat and the acceptance thereof by the City of Lenoir; and
2. REMISE, RELEASE, and FOREVER QUITCLAIM unto Grantee, its successors and assigns forever, all other right, title, claim, and interest of Grantor in and to the Property, whether legal or equitable, whether held in fee, by easement, by license, or otherwise.

The Property hereby released and quitclaimed is more particularly described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

RESERVATION OF EASEMENTS. Notwithstanding the foregoing release and quitclaim, Grantor expressly RESERVES unto itself, its successors and assigns, and unto any public or franchise utility provider holding a current franchise or utility agreement with the City of Lenoir, perpetual non-exclusive easements over, under, upon, through, and across the Property for the installation, operation, maintenance, inspection, repair, replacement, and removal of:

a) water mains, lines, hydrants, valves, meters, and appurtenances;
b) sanitary sewer mains, lines, manholes, and appurtenances;
c) storm sewer and drainage lines, pipes, ditches, swales, and appurtenances, it being acknowledged that primary responsibility for maintenance of the storm water drainage system within Wexford Village is allocated to Grantee under Article VII, Section 4 of the Declaration of Covenants, Conditions and Restrictions of Wexford Village recorded in Book 1273, Page 1184, Caldwell County Registry (the "Declaration");
d) electric power lines, transformers, and street lighting fixtures, including those installed pursuant to the street lighting contract referenced in Article III, Section 3 of the Declaration;
e) telephone, cable television, fiber optic, and other communications lines and appurtenances; and
f) any other public or franchise utility currently or hereafter serving Wexford Village,

together with rights of reasonable ingress and egress over the Property for any of the foregoing purposes. Grantee shall not construct, place, or maintain any structure or improvement upon the Property that materially interferes with the easements reserved herein; provided, however, that the existing guardhouse, together with any replacement, repair, modification, or improvement thereof, may be maintained upon the Property.

TO HAVE AND TO HOLD the Property, together with all rights, privileges, and appurtenances thereto belonging, unto Grantee, its successors and assigns forever, subject to the reservations set forth herein.

This conveyance is made WITHOUT WARRANTY of any kind, express or implied. Grantor makes no representation as to the nature, extent, or marketability of any title or interest hereby conveyed, and Grantee accepts the Property in its "AS IS, WHERE IS" condition.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand, or if corporate, has caused this to be signed in its corporate name by its duly authorized officers by authority of its Board of Directors, the day and year first above written.

City of Lenoir

By:_____
Scott Hildebran, City Manager

By:_____
Lauren Hartley, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, _____, Notary Public, do hereby certify that Scott Hildebran, City Manager of City of Lenoir and Lauren Hartley, City Clerk of City of Lenoir personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal this ____ day of _____, 2026.

_____
Official Signature of Notary
Printed or typed name of Notary

My Commission Expires:

Exhibit “A”

BEING that real property labeled as "Guard House, Excempt Lot 1, 0.015 Acre" on the plat map at Plat Book 42, Page 66, Caldwell County Registry.

Tax Parcel Number:
Property Address: Wexford Village Circle Northeast, Lenoir, NC 28645

BK 42 PG 66 - 66 (1)
This document presented and filed:
03/23/2026 02:08:13 PM
Fee $21.00
Caldwell County North Carolina
Wayne L. Kash, Register of Deeds

Est: 1984

Certificate of acknowledgement:

I, Matthew Durham do hereby certify that C. Wesley personally appeared before me this day and acknowledged the due execution of this certificate. Witness my hand and official seal this the 23 day of March 2026.

Certificate of approval:

I hereby certify that the minor subdivision plat hereon has been found to comply with the minor subdivision regulations for the city and is hereby approved for recording in the office of the Caldwell County Register of Deeds by the subdivider within 90 days of the date of this approval.

Subdivision Administrator

3-23-26
Date

Review Officer's Certificate

State of North Carolina, County of Caldwell

I, Matthew Durham, Review Officer of Caldwell County certify that the map or plat to which this Certification is affixed meets all statutory requirements for recording.

Review Officer

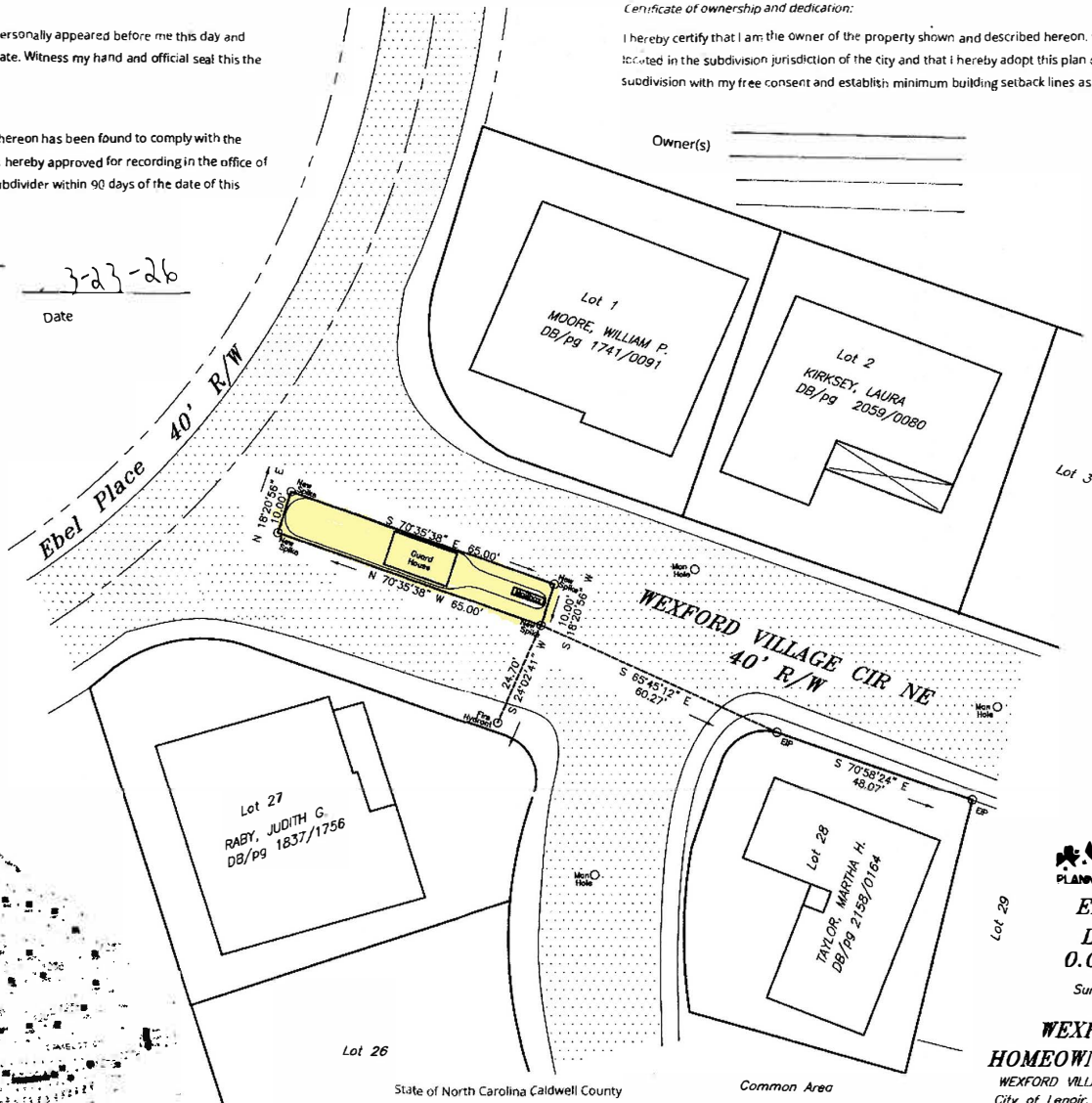
3-23-26
Date

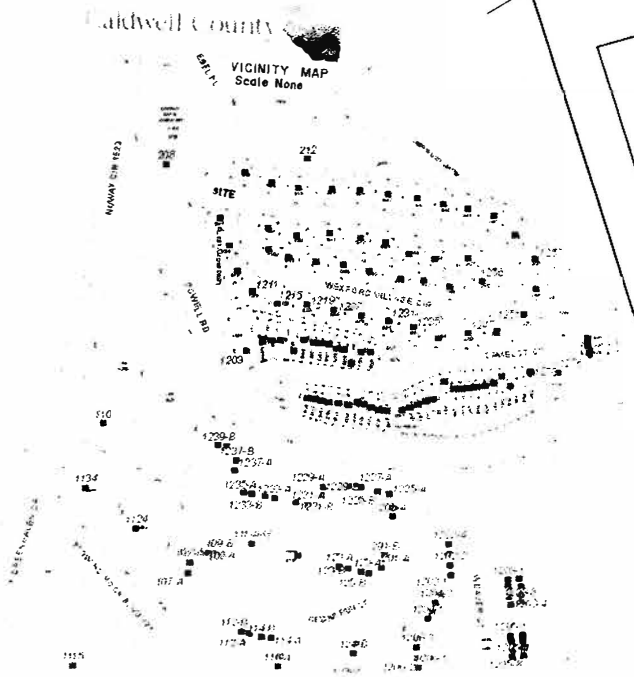
Certificate of ownership and dedication:

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the city and that I hereby adopt this plan of subdivision with my free consent and establish minimum building setback lines as noted.

Owner(s) _____

Date





LEGEND

DB	= Deed Book
pg	= Page
PP	= Power Pole
MH	= Mag Nail
MH	= Man Hole
EIR	= Existing Iron Pipe
EIR	= Existing Iron Rod
NIR	= New Iron Rod
CM	= Concrete Marker
Dwlgs	Dwelling
Bldg	= Building
C/L	= Center Line
R/W	= Right of Way
CP	= Computer Point

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Excempt
Lot "1"
0.015 Acre

Survey Plat for

WEXFORD VILLAGE HOMEOWNERS ASSOCIATION INC

WEXFORD VILLAGE CIR NE LENOIR NC 28645
City of Lenoir, Caldwell County, North Carolina
FB 176 pg 44 Drawn By DKB
Date:March 17th, 2026 Scale 1"=20'
Wexford Village S/D PB 18 pg 199

PB 18 pg 199
Dec 1998

Surveyors Certificate of Survey and Accuracy

I David S. Clark, PLS, certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 18, page 199, etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book __, page __; that the ratio of precision as calculated is 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 17 day of March, A.D., 2026.

Surveyor, Registration Number L-2829

NORTH CAROLINA PROFESSIONAL SEAL L-2829 LAND SURVEYOR DAVID S. CLARK

The survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land

Surveyor

David S. Clark
Surveyor, PA
1920 32nd St. NE, Hickory, NC 28601
828-256-6400 Fax 828-256-1068

C-3650