



AGENDA

**CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, MARCH 19, 2024
6:00 P.M.**



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Special Recognition: On behalf of City Council, Mayor Gibbons will present a resolution and a key to the City to Kaylynn Horn, Main Street and Economic Development Director for her dedicated and outstanding service to the City of Lenoir.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

- A. Rezoning; 1604 Walt Arney Road: A public hearing will be held to consider approval of a rezoning request for 1604 Walt Arney Road to be rezoned from (R-9) Mixed-density Residential to (B-2) General Business, to add a car sales accessory to an existing automotive detailing business based on the Consistency Statement below:

The proposed zoning change is consistent with the Comprehensive Plan's policy concepts to adopt straightforward zoning standards and reuse vacant commercial sites. This proposed change also conforms to another policy concept to bring commercial buildings closer to the street. Additionally, this would be consistent with the adopted Comprehensive Plan because it reflects the desire to increase the number of commercial developments in close proximity to high-density residential. Staff finds the proposed rezoning to be consistent with the goals and policy concepts of the Comprehensive Plan. The proposed amendment is reasonable and in the public interest because it supports an existing small business without encroaching on an established area.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council 2024 Budget Retreat held on Friday, February 23, 2024 as submitted.
- B. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, February 27, 2024 as submitted.
- C. Minutes: Approval of the minutes of the City Council meeting of Tuesday, March 5, 2024 as submitted.
- D. Audit Contract: C. Randolph CPA PLLC/S. Eric Bowman, PA: Staff requests approval of the FY2024 Annual Audit Contract/Non-Contest Services for the City of Lenoir as submitted by C. Randolph CPA, PLLC for audit services at \$14,850 and as submitted for S. Eric Bowman, PA, for non-attest services at \$38,000.
- E. Lenoir Greenway; Municipal Agreement: Staff requests approval of the Lenoir Greenway Municipal Agreement with NCDOT for the BL-0065 NC DOT LAPP (Locally Administered Project) Funding in order to allow Staff to move forward with the project. Note: Federal funds available for this project are \$1,734,400.00 with a 20%

non-federal match or \$433,600.00. Note: The 20% non-federal match or \$433,600.00 for the project has already been set aside. Additional background information is available on the Council Action Form (CAF) included in the agenda packet.

- F. Resolution; Rural Downtown Economic Development Grant: Staff recommends adoption of the resolution in support of a NC Commerce Rural Downtown Economic Development Grant for a Pavilion at The Campus/Overmountain Victory Trail Connector and a Commitment of a 5% Local Match.
- G. Project Bid Award; Splash Pad: Following a review of bids received for this contract, McGill and City Staff recommends awarding the low bid to Barrs Recreation, Pittsboro, NC in the amount of \$296,231.25 to install a Splash Pad at the Rotary Soccer Complex located at 1050 Zacks Fork Road.
- H. Resolution; Kaylynn Horn: Approval of the resolution presented to Kaylynn Horn in honor and recognition of her dedicated and outstanding service to the City of Lenoir.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

- 1. The Planning Board will meet on Monday, March 25 at 5:30 p.m. at the City/County Chambers.
- 2. The Committee of the Whole will meet on Tuesday, March 26 at 8:30 a.m. at City Hall, Third Floor Conference Room.
- 3. The Foothills Regional Airport Authority will meet on Wednesday, March 27 at noon at the Airport facility.
- 4. City offices will be closed on Friday, March 29 in observance of Good Friday.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- A. Board Announcement; LTDA: Mayor Gibbons will announce Kimberly Edmisten to be appointed serve a term on the Lenoir Tourism Development Authority (LTDA). This board announcement will be placed on the April 2 Agenda for consideration of approval by City Council.

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

Resolution honoring Kaylynn Horn

WHEREAS, Kaylynn Horn started serving as the Downtown Economic Development Main Street Director on May 27, 2014, where she oversaw the City of Lenoir's Main Street program, worked to boost economic development in Downtown Lenoir and the City; assisted businesses and property owners with grants and promotions, and worked to make Downtown Lenoir a great place to do business and spend time with family and friends; and

WHEREAS, before coming to the City, Kaylynn worked in Staff Development at Appalachian State University, as an Academic Advisor in Polk State College, Florida, as an Economics and International Diplomacy Professor at The University of Trieste and the Wall Street Institute of Trieste in Italy, and as an event planner at the Caldwell Chamber of Commerce; and

WHEREAS, during her nearly 10 year career with the City, Kaylynn maintained Downtown Lenoir's National Main Street Accreditation, recruited and supported hundreds of volunteers; and with their help ushered in new Downtown events including the Wood, Fire, Smoke Festival, and the Carolina Tattoo and Arts Gathering; and championed the NC Black Berry Festival, the NC Gravity Games and the Digital Platforms Scavenger Hunts; three of these events receiving a NC Department of Commerce Main Street Awards; and

WHEREAS, Kaylynn started and completed many projects for the City including the first Downtown Lenoir Master Plan featuring The Campus; founding the Downtown Lenoir Development Alliance, Inc.; creating the Time Well Spent Clock Tower Sculpture Project; spearheading the Be A Part of What Makes This Work Volunteer program and launching the Moving Lenoir to the Second Floor program, both of which received a NC Department of Commerce Main Street Award; and

WHEREAS, Kaylynn spent many hours writing managing grants to bring hundreds of thousands of dollars of investment into Lenoir including an Appalachian Regional Commission grant to build city-wide wayfinding signs; a Rural Transformation Grant with the NC Main Street and Rural Planning Center, a grant from the National Trust for Historic Preservation, and a grant from the Covington Foundation to make improvements to The Campus at the Historic Lenoir High School; a North Carolina State Historical Preservation Office Architectural Survey Grant to study residential neighborhoods and commercial properties in Downtown, and a National Park Service and National Main Street Façade Improvement Grant; and

WHEREAS, Kaylynn collaborated with City staff and developers to see Blue Bell at Lenoir Mills become a reality, bringing 46 loft-style apartments to within walking distance of Downtown and she cultivated historic property rescue projects to save 122 Boundary Street and the Stine's Ice Cream Parlor Building located at 818 Harper Avenue, with both projects winning a NC Department of Commerce Main Street Award; and

WHEREAS, Kaylynn championed the creation of the "Together We Create" brand for Downtown Lenoir, which received a North Carolina Department of Commerce Main Street Award, as well as the "Create With Us" brand for the City of Lenoir, including the design and construction of a new gateway sign at Smiths Crossroads; and

WHEREAS, Kaylynn Horn announced her retirement effective March 1, 2024, with 10 years of service to the city of Lenoir and after giving untold hours of time, dedication, and love to Downtown Lenoir.

NOW THEREFORE BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor, on behalf of the City of Lenoir Council and all our citizens, do hereby congratulate Kaylynn on her retirement and thank her for her outstanding service and numerous contributions to improving Downtown Lenoir, the heart of our City.

THIS, the 19th day of March 2024.

SEAL

Joseph L. Gibbons, Mayor



CITY OF LENOIR**COUNCIL ACTION FORM: March 19, 2024****I. Agenda Item:**

Applicant David Eric Martin is requesting to re-zone 1604 Walt Arney Road from Mixed-density Residential (R-9) to General Business (B-2), to add a car sales accessory to an existing automotive detailing business.

II. Background Information:

The applicant is requesting this zoning change in order to add car sales to an existing automotive detailing business. The applicant has operated this business at this location since 2012, and has sold some cars from this location in the past. In order to sell more than 5 cars in a year, NC DMV requires a dealer's license, which requires local zoning verification. Since the subject property is zoned R-9, staff cannot issue a zoning verification letter allowing car sales. Car dealerships are allowed in B-2.

III. Staff and Planning Board Recommendation:

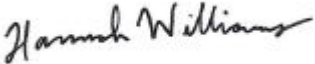
Approval of the rezone from R-9 to B-2, based on the following consistency statement:

The proposed zoning change is consistent with the Comprehensive Plan's policy concepts to adopt straightforward zoning standards and reuse vacant commercial sites. This proposed change also conforms to another policy concept to bring commercial buildings closer to the street. Additionally, this would be consistent with the adopted Comprehensive Plan because it reflects the desire to increase the number of commercial developments in close proximity to high-density residential. Staff finds the proposed rezoning to be consistent with the goals and policy concepts of the Comprehensive Plan. The proposed amendment is reasonable and in the public interest because it supports an existing small business without encroaching on an established residential area.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director:  _____



Staff Report

Zoning Amendment

CASE NUMBER R #1-24

LOCATION MAP/AERIAL PHOTOGRAPH

R 1-24 - 1604 Walt Arney Rd



SUMMARY

Owner

David Eric Martin
Monica R. Martin

Applicant

David Eric Martin

Location

1604 Walt Arney Rd SW

NC PIN

2758041522

Project Planners

Hannah Williams, AICP, CZO
Matt Duchan

Description of Request:

The applicant is requesting to rezone the subject property (.36 AC) from R-9 (Mixed Density Residential) to B-2 (General Business) to add a car sales accessory to an existing automotive detailing business.

Staff Recommendation:

Approval of the request, based on the consistency statement on page 7.

Planning Board Recommendation:

Approval of request.

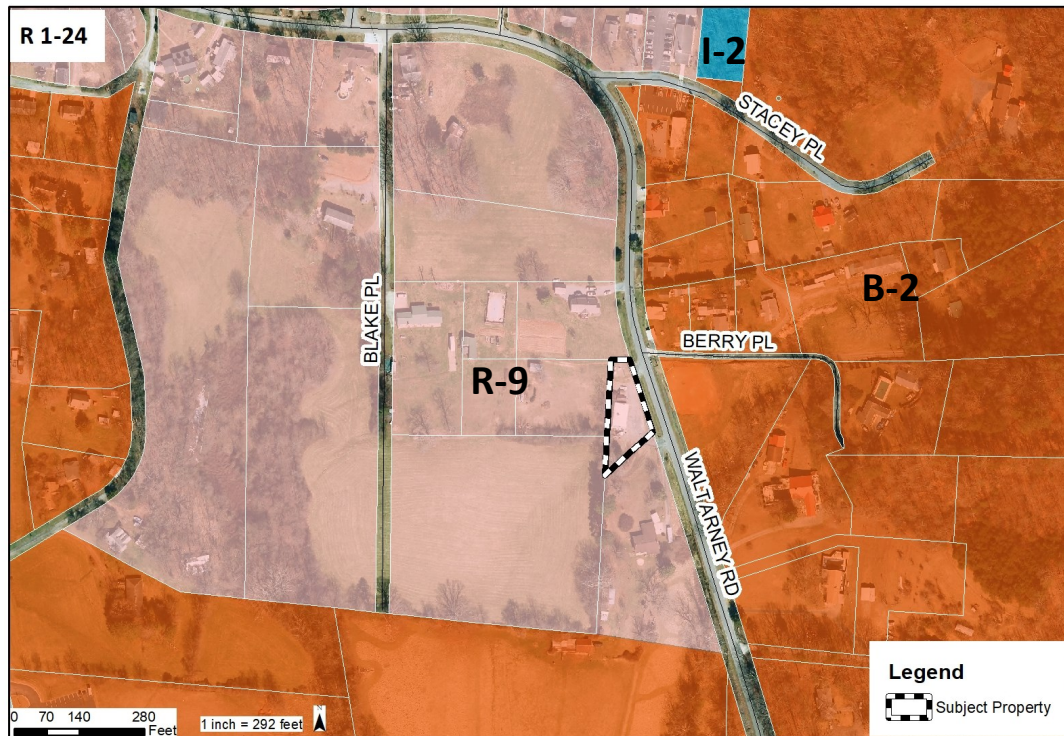
Public Comment:

Planning Board Meeting: February 26, 2024. Notice of the meeting was mailed to the owners of all adjacent parcels on February 16, 2024.

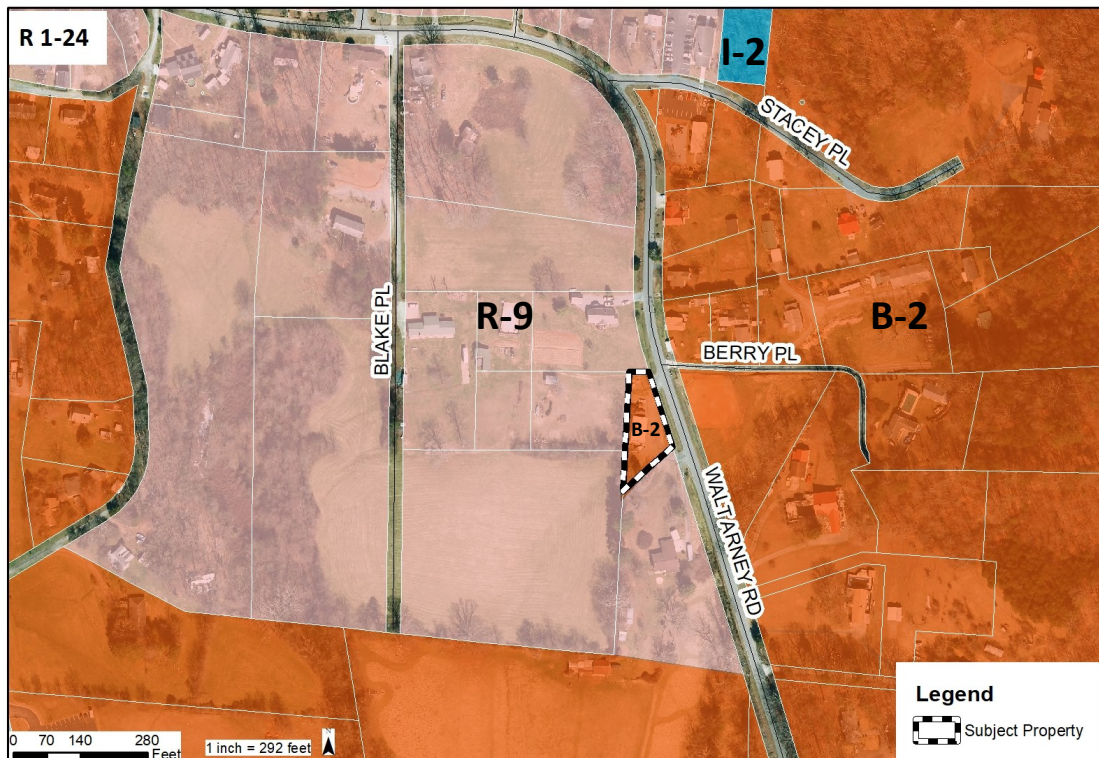
City Council (Public Hearing): Scheduled for March 19, 2024. Notice of the meeting will be mailed to the owners of all adjacent parcels (listed on pg 5) on March 8, 2024.

EXISTING AND PROPOSED ZONING MAPS

Existing Zoning: R-9



Proposed Zoning: B-2



BACKGROUND AND STAFF ANALYSIS

Zoning Map Amendments

The City of Lenoir Zoning Ordinance establishes an official zoning map/atlas for the City of Lenoir. The zoning map may be amended from time to time by the City Council when public necessity, convenience, general welfare, or good zoning practice justifies the amendment. The zoning map cannot be changed until the Planning Board reviews the request and makes a report to City Council on the proposed change and the City Council holds a public hearing to consider the request.

Reason for Request

The applicant is requesting this zoning change in order to add car sales to an existing automotive detailing business. The applicant has operated this business at this location since 2012, and has sold some cars from this location in the past. In order to sell more than 5 cars in a year, NC DMV requires a dealers license, which requires local zoning verification. Since the subject property is zoned R-9, staff cannot issue a zoning verification letter allowing car sales. Car dealerships are allowed in B-2.

Intent of the Zoning Districts

R - 9 Residential (Multi-family) District is intended to establish and preserve areas of land within the city for medium density single-family residences, doublewide manufactured homes, duplexes, townhomes, low-rise garden apartments, and other compatible land uses, with higher density multi-family apartments allowed as special uses. Any uses which would adversely affect or interfere with the residential character and development of these areas are excluded.

B - 2 (General Business) District is intended to provide for a wide variety of retail, service and other activities, controlled by performance standards, at locations along major transportation routes, to serve both local and transient traffic. While generally located in areas that are auto-centric, the General Business zoning district is intended to promote development that equally considers pedestrian traffic, because this district is often located in close proximity to multi-family developments and short-term lodging. This district is designed to accommodate a moderate to high intensity of development along key commercial corridors in the City, with robust design standards to encourage a unique sense of place and promote a multi-modal future with support for transit, bike, and pedestrian infrastructure.

Subject and Surrounding Properties

The subject property is located on the northern segment of Walt Arney Road between Connelly Springs Road and Southwest Boulevard, across from Berry Place SW. The property has one main commercial building as well as a few storage buildings with room for parking 15-20 cars. The applicant also owns the vacant property across the street at 1605 Walt Arney Rd., which is currently zoned B-2.

To the east of the property, parcels are zoned B-2 until returning to R-9. To the west, properties are zoned R-9 and then B-2 near Connelly Springs Boulevard. To the north, properties are zoned R-9 up to Hibriten Drive, and to the south, properties are zoned B-2. Contextually, this property was lumped into R-9 within the neighborhoods to the west despite running along a road with decently high-speed traffic. The area zoned R-9 features low-density residential along the Walt Arney Corridor with a few houses interspersed along Blake Pl. and Poteat Ct., despite the district's intent for medium to high-density residential development. The B-2 sections of Walt Arney feature similar low-density residential surrounded by small commercial buildings, storage, and automotive uses on the surrounding arterial corridors, as well as churches.

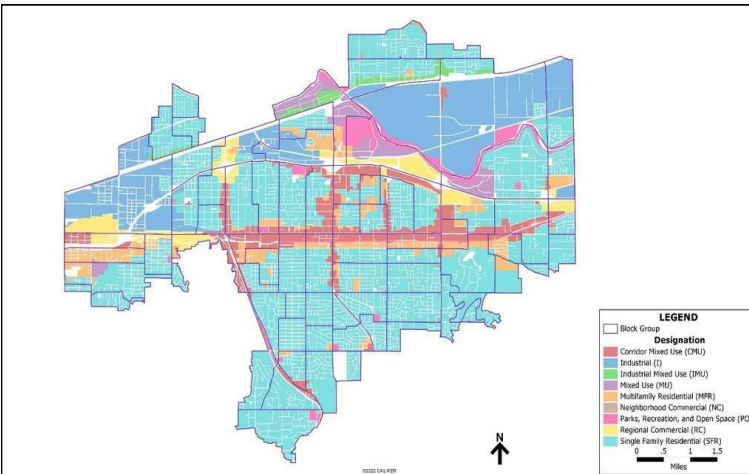
Zoning Analysis

The surrounding area generally features light retail, manufacturing, and industrial uses, in addition to residential, including Dry Ponds Self Storage, Teijin Automotive Technologies, Stallings Printing, and Appalachian Gaming. This site has had a garage/warehouse commercial building for decades, and historically has been used for automotive services. The expansion to car sales at the subject property would not result in an intensive change in traffic or land use in the area.

Typically, the transitions between unlike zoning districts should happen at mid-block, not at the centerline of the street. However,

BACKGROUND AND STAFF ANALYSIS (CONTINUED)

at this area of Walt Arney Road, the R-9 and B-2 zones are split at the road, with the R-9 district on the west side and B-2 district along the east side (see zoning map, page 2). This leads to less predictability of development (and development standards) along



City of Spokane Valley Land Use Designations (<https://www.geographyrealm.com/land-use-mix-entropy-maptitude/>)

the corridor, and more difficulty buffering commercial developments from residential. Ideally, a business district is established on both sides of a road, layered with buffers or multi-family districts to protect typical single family neighborhoods. See Spokane Valley, WA zoning map example to the left.

In the Spokane example, the red land use, “Corridor Mixed Use”, is on both sides of the street. The orange land use, “Multi-family residential” further buffers the teal “Single-family residential.” In few instances does the Corridor Mixed Use oppose a residential district.

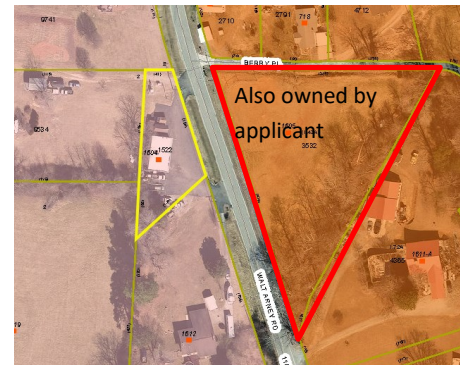
Technically, the proposed rezoning proposes a “spot-zone,” since most adjacent property is different R-9. However, spot zones are legal in North Carolina when they are justifiable. Given that the applicant owns the property across the street

and it is already zoned B-2, this is a prime location to open or expand a pre-existing business and would co-exist seamlessly with pre-existing developments. This would afford the City the ability to enforce design standards while also welcoming the opportunity for future business along this corridor in a more straightforward and cohesive process.

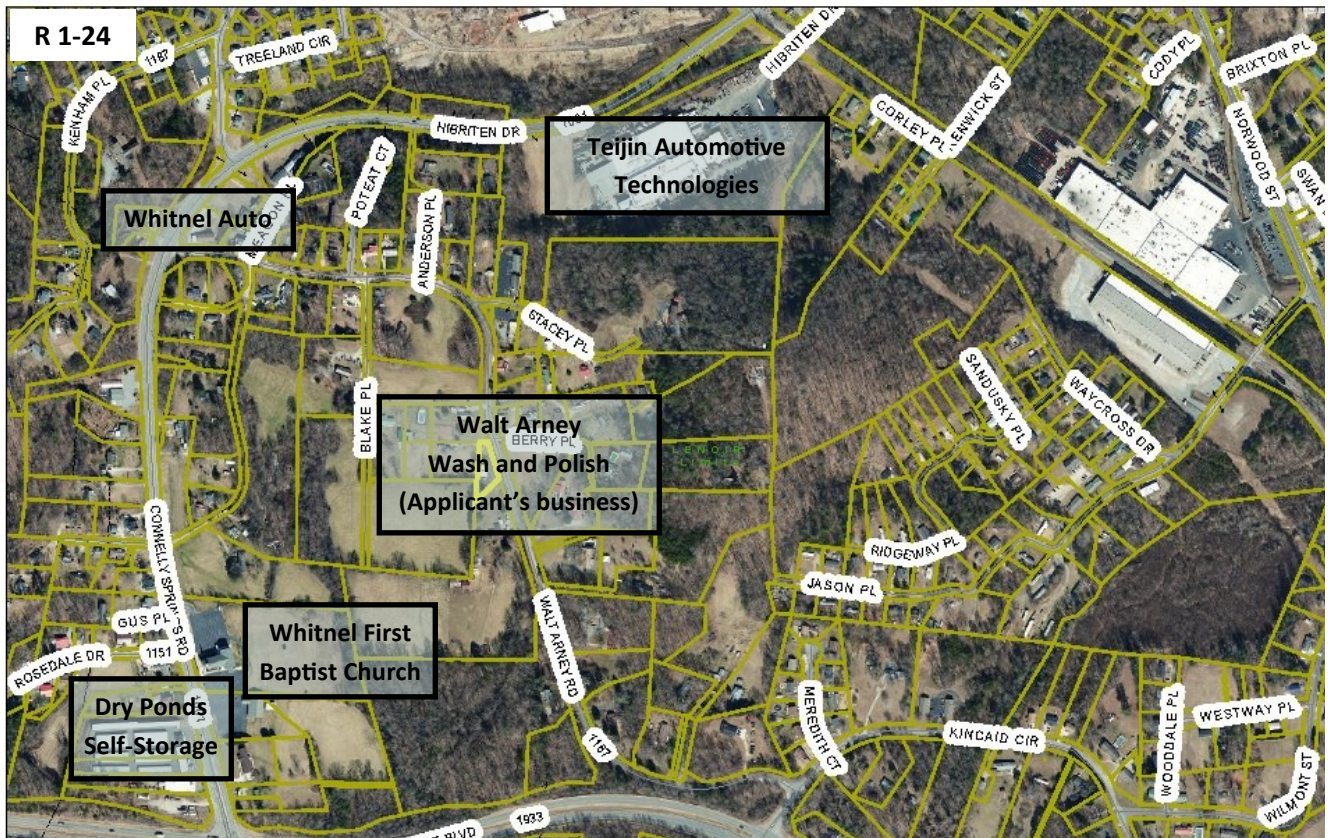
When the rear of a commercial property backs up the rear of residential properties, as the subject property does, vegetative buffers are extremely effective at minimizing or eliminating conflicts between incompatible uses. The trees to the south and west of the property serve as a suitable landscape buffer to adjacent residential properties. Further expansion of the business on the subject property will require more buffering along the eastern property line.

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’s future land use map identifies this parcel as “existing high-density residential” and does not identify any other future land use for the property. However, the property is flanked to the south and east by “existing non-residential” zones. Staff finds the proposed rezoning to be consistent with the goals and policy concepts of the Comprehensive Plan.



AERIAL PHOTOGRAPHS (SURROUNDING AREA & PROPERTY)



OWNER NOTICING MAP



Parcel addresses and owner information shown for all properties required to receive notice of these proceedings.

Comparison of Allowable Uses

Sec. 600 of the Lenoir Zoning Ordinance establishes a chart of permitted and special uses for each zoning district. The R-9 zoning district allows for medium-density single-family residences, doublewide manufactured homes, duplexes, townhomes, low-rise garden apartments, and other compatible uses. The B-2 zoning district allows for many residential, commercial, and institutional uses.

Comparison of Zoning Districts

	R-9	B-2
Development Standards	Min Lot Size-- N/A for non-residential uses Setbacks Front: 35' Side Yard: 12' Street Side Yard: 25' Minimum Rear Yard: 25'	Min Lot Size - 0 Setbacks Front: 10' Side Yard: 0' Abutting side Street: 0' Minimum Rear Yard: 20' abutting residential, 0' otherwise
Summary of Permitted Uses	Accessory Cottage or Apartment Attached Dwellings (Townhomes) Bungalow Court Dwelling, single/two-family/multi-family/group Special Uses: Bed & Breakfast Manufactured Home Parks Multi-Family, medium/high density	Accessory Cottage or Apartment Attached Dwellings Billiards Community Facilities such as Churches Commercial Kennels Day Care Centers Dwelling, Single/Two-Family/Multi-family/Group Eating and Drinking (with or w/o drive through) Greenhouses, Commercial Manufacturing & Processing (Artisan & Light) Office/Clinics Public Service Facility Personal Storage Retail (Light & Intensive) Services (Automotive, Business & Personal) Indoor Shooting Range Veterinarian Warehousing Special Uses: Communication Towers Flea Markets

PROPERTY PHOTOS (1604 WALT ARNEY ROAD)



South/Southwest corner of property along Walt Arney Road



Walt Arney Wash and Polish building with three bay doors



Property facing north



Cars parked on site to the south of the main commercial building

STAFF RECOMMENDATION AND CONSISTENCY STATEMENT

Staff recommends that the Planning Board recommend approval of the request, based on the following consistency statement, and call for a Public Hearing for City Council to consider the request on March 19, 2024:

The proposed zoning change is consistent with the Comprehensive Plan's policy concepts to adopt straightforward zoning standards and reuse vacant commercial sites. This proposed change also conforms to another policy concept to bring commercial buildings closer to the street. Additionally, this would be consistent with the adopted Comprehensive Plan because it reflects the desire to increase the number of commercial developments in close proximity to high-density residential. Staff finds the proposed rezoning to be consistent with the goals and policy concepts of the Comprehensive Plan. The proposed amendment is reasonable and in the public interest because it supports an existing small business without encroaching on an established residential area.

PLANNING BOARD RECOMMENDATION

Approval of the request by unanimous vote.

MINUTES

City Council Planning Meeting J.E. Broyhill Civic Center, Room 215 February 23, 2024 8:00 A.M.

Facilitator: Anthony Starr, Western Piedmont Council of Government.

Participants: Mayor Joseph Gibbons, Mayor Pro-Tem David Stevens, Crissy Thomas, Todd Perdue, Ralph Prestwood, Jonathan Beal, Ike Perkins and Kimmie Rogers.

City Staff: City Manager Scott Hildebran, City Clerk Shirley Cannon, Finance Director Donna Bean, Fire Chief Norman Staines, Police Chief Brent Phelps, Economic Development Director Kaylynn Horn, Planning Director Hannah Williams, Public Services Director Radford Thomas, Public Utilities Director Jeff Church, Public Works Director Jon Hogan, Recreation Director Phil Harper, and Communications Director Joshua Harris. Customer Service Design Team member Autumn Moffett was also in attendance.

Others in Attendance: Matt Jaeger, Retail Strategies, Greg Icenhour, Mid-Atlantic Associates, Ben Willis, Western Piedmont Council of Governments and Appalachian State Intern Kate Starr.

Call to Order

Mayor Gibbons welcomed everyone and called the meeting to order. He stated this is the most important meeting of the year for City Council due to their establishing their priorities for FY2024-25. Mayor Gibbons thanked City Staff for all of their hard work and pointed out Council's goal is to decide on great things for the City.

Mayor Gibbons introduced Anthony Starr, Western Piedmont Council of Governments, Facilitator, of the session. Mr. Starr reviewed the agenda and ground rules for the meeting.

Mission Statement & Vision Review

Anthony Starr reviewed the Mission State and Vision for the City of Lenoir.

The mission of the City of Lenoir is:

- To serve our citizens and the community by providing a clean, safe, healthy, and attractive living and business environment, through the efficient delivery of essential city services in a fiscally responsible and equitable manner.
- To identify, prioritize, plan and act on opportunities for preserving and improving the quality of life of all of our citizens and community.

Vision for the City of Lenoir

- We aspire to be the city of choice in Western North Carolina for current and future generations- beautiful, clean and safe.

We will achieve our vision through:

- a healthy economy
- strong businesses
- vital neighborhoods

- a vibrant downtown
- extensive recreational and cultural opportunities

We will preserve Lenoir's friendly, small town atmosphere and celebrate the diversity of our people.

We require a city government that is:

- accessible and engaged with the public
- accountable
- efficient and responsive
- an employer of choice
- forward thinking
- honest and ethical
- inclusive and equitable
- innovative and collaborative
- transparent
- fiscally responsible

City Council was in consensus to not make any changes to the City's Mission Statement or add any bullet points to the City's Vision Statement.

Customer Service Update

Autumn Moffett, Customer Service Design Team Co-Chair, stated the City's Customer Service Program, (CST) which began in 2008, meets monthly and continues to provide training to employees. She reported the CST held 10 new hire customer service orientations throughout the year for both full-time and part-time staff. During each orientation, CST members give an overview of City departments and services, introduces the eight customer service keys, and set expectations for new employees. In 2023, the CST continues working on current employee training videos with each video highlighting a service key and demonstrating good customer service. City employees also gave out 30 Golden Ticket nominations to their coworkers in 2023. Golden Tickets are given to employees who go above and beyond to provide customer service. The CST will be announcing the 2023 Annual Golden Ticket Winner in March.

Ms. Moffett shared the CST organized an employee cereal box food drive in December with the supplies being donated to Yokefellow to help those in need. A raffle competition was planned for the drive with the prize being 8 hours of vacation time. Ms. Moffett shared the CST's goals which are 1) continue current employee appreciation programs, 2) create at least two more Customer Service training videos, and 3) assist with at least two local community fundraiser events such as the School Tools Drive and food donations.

In addition, the CST hosted the Bo's Employee Appreciation event in August where employees were invited to come and enjoy fun, free food and good company.

Employees held two Employee Litter Sweeps in 2023 with around 60 staff picking up 40 bags of trash during the spring litter sweep and around 50 employees participated in the fall litter sweep.

On behalf of the CST Team, Autumn and Joshua thanked City Council for all of their support.

Mayor Gibbons stated implementing the City's Customer Service Program was one of the best decisions the City has done. City Manager Hildebran stated the program is employee driven and he

appreciates everyone's hard work.

State of the City Presentation – Mayor Gibbons and City Manager Hildebran

Mayor Gibbons and City Manager Hildebran reviewed a power point presentation “State of the City 2023 Review”.

A link to the 2023 State of the City Slide Show is included at the end of these minutes.

City Manager Hildebran reported Staff began livestreaming Council meetings in 2023 with the first Council meeting livestreamed on September 5, 2023. He stated meetings are available to the public as soon as they go live and automatically show up in the Council Meetings playlist on the YouTube Channel as well as the Council Meetings page on the City website.

Lenoir Retail Update – Matt Jaeger, Senior Portfolio Director, Retail Strategies

Mr. Jaeger reported their partnership with the City of Lenoir began in 2020. He stated Retail Strategies provides retail recruitment, retail academy, downtown strategies and small business support. Mr. Jaeger shared they refresh market data for the Lenoir custom trade area annually along with visiting the area to update their inventory of real estate assets. Mr. Jaeger stated it is important to build relationships with prospective retailers and local brokers. In addition, he reported staff stays in contact with national retailers and attends trade shows. Mr. Jaeger reported their goal is to multiply the results of the City of Lenoir by focusing on retail recruitment and promoting opportunities in Lenoir. New businesses recruited by Retail Strategies include Chipotle, Hwy 55, Popeyes and Biscuitville, which is currently under construction.

Mr. Jaeger further shared Retail Strategies is primarily looking to attract a new grocery-anchored shopping center development in Lenoir. Additional retail options are furniture stores, restaurants, clothing, home improvement, health care & personal care, hobby/craft retailers, regional & national convenience stores and general merchandise stores. He reiterated they want to establish Lenoir's unique market position with national retailers, brokers and developers and recruit large-market, NC-based developers to actively monitor Lenoir's market for opportunities.

Mr. Jaeger emphasized retail builds on retail. Retail economic impact adds up quickly plus attracts the workforce that attracts the primary jobs. Further, retail influences executives looking to locate their company in a community. He commented that retail enhances the quality of life and quality of life encourages the future growth of your community.

Next, Mr. Jaeger discussed why invest. He presented information regarding an app analysis which is a mobile tracking device used to see what businesses customers are supporting. Mr. Jaeger reported the Lenoir Wal-Mart store is the number one store in North Carolina that customers visit.

A brief discussion was held regarding the available sites in the City. Mr. Jaeger thanked the City for a really productive partnership.

Brownfield Program Update – Greg Icenhour, VP/Charlotte Branch Manager, MidAtlantic

Mr. Icenhour reviewed a slide presentation of the City's Brownfield program and noted the City received its first Brownfield grant in the amount of \$300,000 in 2018. In 2021, the City submitted another application and was awarded a \$500,000 grant. Mr. Icenhour stated the Fairfield South Corridor was identified as a major redevelopment target area and noted the City has completed or partially completed assessments on 8 projects. The City is currently working on 3 projects which include the American Efird facility, East Harper building, and former Lenoir High School (LHS). He

also reviewed a map showing the locations of these buildings and commented they will provide additional opportunities for the City.

Mr. Icenhour stated they are currently working with Caldwell County EDC to identify sites with high redevelopment potential. He shared they have identified 9 additional possible sites and are working on site access which is necessary to begin investigations. Mr. Icenhour stated they always welcome input from the community for other sites that may not be in their inventory.

Homelessness Response Team Program Update – Ben Willis, Community & Economic Development Director, Western Piedmont Council of Governments

Ben Willis gave an update regarding the Homelessness Response Team that was formed by the Western Piedmont Council of Governments (WPCOG) in July 2023 and achieved full staffing in November 2023. He explained the City of Lenoir, non-profit organizations, businesses along with other groups met and discussed creating a Homelessness Response Team which is comprised of a group of individuals who have a variety of experience and would be responsible for compiling pertinent information provided by homeless individuals throughout the four-county area. These individuals would be directed about where to go for mental health services, temporary housing and how to properly navigate the system. Mr. Willis mentioned housing would be transitional and pointed out Habitat for Humanity may be an option for some of these people. He also mentioned the WPCOG has funding to provide Tenant Based Rental Assistance (TBRA) through 2030.

In addition, these individuals would be directed to NC Works & Workforce Development for assistance on how to get a job. In conclusion, Mr. Willis reported these are federal programs available, but the process is hard to navigate. He referred to how these people need to obtain identification cards and other supporting documents as an example of the barriers they face and, with the help of the Homelessness Response Team, they would be properly navigated through the process. Mr. Willis gave an overview of how they created the recent PIT (Point in Time) card and showed a chart of how this option works. PIT is comprised of a group of individuals who participate in taking a count of the homeless and they work in conjunction with other departments.

Mr. Willis shared the Five Key Principles as follows:

1. We work for local government.
2. We will be supportive of law enforcement.
3. Regional coordination is essential for effectiveness to help mitigate this problem.
4. Promote best practices addressing emerging needs strategically with new services.
5. Ensuring a positive impact without worsening existing issues.

Anthony Starr, Executive Director, stated the WPCOG will come up with some way to continue to assist the homeless people until the state does something, but pointed out there won't be an immediate change.

Mr. Willis emphasized the goal is to have a coordinated effort to get these individuals through the process.

On behalf of City Council, Mayor Gibbons thanked Mr. Willis for the good report.

Population, Housing & Employment Update

Anthony Starr reviewed a number of slides/charts/information pertaining to the following:

- Caldwell County Population Projections by Age Group from 2022-2042
- Hickory MSA Unemployment Rate from December 2013 through December 2023

- Hickory MSA Labor Force Number of Employed Workers from December 2013 through December 2023
- Hickory MSA & Caldwell County Employees by Industry
- Hickory Metro Jobs from 1990 through 2023.

In addition, Mr. Starr reported Caldwell County issued 285 new residential building permits in 2023 and 2 multi-family apartment units. He also displayed a map that outlined the locations of single family homes from 2021 through 2023.

A link to all of the charts and data is included at the end of these minutes as information.

Review of 2023-24 Strategic Priorities – Scott Hildebran

City Manager Hildebran reviewed the FY2023 Council priorities as listed below and stated that employees continue to be the City's number one asset.

2023 City Council Priorities

1. Continue Efforts to Offer Competitive Compensation and Benefits for Employees.
2. Develop a new Comprehensive Plan (which will include a focus on neighborhood planning including West End, Whitnel, and other neighborhoods and Parks & Recreation Master Plan.
3. Continue to develop Strategies to Support Affordable, Workforce, and Market-Rate Housing.
4. Continue to Fund & Support Water/Sewer Capital Improvements Plan.
5. Continue to Support Minimum Housing and Code Enforcement.
6. Continue to evaluate organizational staffing needs, and encourage succession planning and professional development.

Following a discussion of Council's top concerns, Mr. Starr asked Council to evaluate their concerns for consideration of any new priorities and vote on their top priorities. Following the votes, the top five items were listed below as Council's priorities for 2024.

2024 Council Budget Priorities

1. Continue efforts to offer competitive compensation and benefits for employees to improve recruitment and retention.
2. Develop options to increase code enforcement and improve beautification in three primary areas:
 - Abandoned/neglected housing
 - Dilapidated commercial properties
 - Appearance of downtown buildings
3. Continue to develop strategies to support affordable, workforce, and market-rate housing.
4. Continue to fund and support the Water/Sewer Capital Improvements Plan.
5. Continue to evaluate organizational staffing needs, and encourage succession planning and professional development.

In addition, Mr. Hildebran stated the City has good health care insurance with a lower deductible (80-20) and funding for the Downtown Master Plan. He shared the number of permits the City has issued for the Summerhill development and reported John Moore is developing workforce housing for teachers, etc. Also, Mr. Hildebran shared the Crescent Point apartments are based on income levels.

Grant Funding Presentation – City Manager Scott Hildebran and Finance Director Donna Bean

City Manager Hildebran and Finance Director Donna Bean presented a review of Grant Funding/Projects Review. Mr. Hildebran reported a number of projects are 95% to 100% complete and

explained the funding for the projects. Mr. Hildebran also reported a copy of the Downtown Master Plan is available on the City's website.

Mr. Hildebran gave an overview of projects that have been completed including the Smith Crossroads Gateway Sign, Mack Cook Stadium Lights, Engine No. 2 Fire Truck (purchase) Rear-Loader & Pac Mac Sanitation Truck (purchase) to name a few.

Next, Mr. Hildebran gave an overview of current projects that are underway including Wayfinding Signs, the W & S System Asset Inventory, Brownfields Grant No. 2, Clock Tower Sculpture, Farmers Market Pavilion, Hospital Avenue Sidewalk Project along with the OVNHT Greenway Link to name a few.

The projects that have not been started include the Downtown 2-Way Streets and Traffic Signage and the Comprehensive Plan.

A link to the complete list of all projects, costs and funding is included at the end of these minutes as information.

Code Enforcement

Much discussion centered on code enforcement and how to address this issue. Planning Director Hannah Williams referred to available staffing and also mentioned they are trying to evaluate and develop options to consider to address this issue.

Wrap-up & Adjourn:

Mr. Starr thanked City Council for the opportunity to preside over the meeting and also commended them for their great working relationship and comradery.

Mayor Gibbons thanked Mr. Starr for the great partnership between the City and the WPCOG and commented it was great to have such an outstanding organization the City can call on. In addition, Mayor Gibbons thanked City Manager Hildebran for his great leadership, Department Directors and Staff for all their hard work and talent in making the City of Lenoir a great place to live.

Mayor Gibbons stated the City of Lenoir is fortunate to have Mr. Hildebran as he is well-known and well respected across the state.

There being no further business, the meeting was adjourned at 2:17 p.m.

Council Retreat, Feb. 23, 2024, Presentation Links

Mission Statement & Vision Review - Anthony Starr

- <https://www.dropbox.com/scl/fi/qlxyknp25bxnwzgi8ykc1/01-Mission-Vision-Statement-2023.pdf?rlkey=8mlmp6c0ewuxhiogokkez05to&dl=0>

State of the City “2023 Review” Presentation - Scott Hildebran/Mayor Gibbons

- <https://www.dropbox.com/scl/fi/ykcluzy3ayyhzogylwp35/02-State-of-the-City-2024-Retreat.pdf?rlkey=576rmkn4sbujp1icsp7esw8hk&dl=0>

Presentations

- Lenoir Retail Update - Matt Jaeger, Senior Portfolio Director, Retail Strategies
 - <https://www.dropbox.com/scl/fi/tx4matq54vl087013e9i2/16-Retail-Strategies-Update-Retreat-Presentation-2024.pdf?rlkey=oojbr19by9su20u5mhewfjf15&dl=0>
- Brownfield Program Update - Greg Icenhour
 - <https://www.dropbox.com/scl/fi/67orrt5zdza8fz0665lya/17-Brownfield-Program-Update-Lenoir-Planning-Retreat-2024.pdf?rlkey=94gtll07h8e6jiqu4k6xuo7tw&dl=0>
- Homeless Response Team Program Update - Ben Willis
 - <https://www.dropbox.com/scl/fi/h0ry39onqrv8qbokv7818/18-Homelessness-Response-Team-Presentation-Lenoir-2024.pdf?rlkey=iss8j6nkyetuhph92ez5oueem&dl=0>
- Population, Housing & Employment Update – WPCOG
 - <https://www.dropbox.com/scl/fi/6ymqpf9exnymh0y5wcstx/19-WPCOG-Population-Housing-Employment-Update.pdf?rlkey=s8qy5kjakan0arzg6j97dmhl7&dl=0>

Review of 2023-24 Strategic Priorities - Scott Hildebran

- <https://www.dropbox.com/scl/fi/rbiy1g6w3hectoia1zbee/20-2023-Council-Budget-Priorities.pdf?rlkey=ybhe1ni3r3arvda2wbgis7zk4&dl=0>

Grant Funding/Projects Review - Scott Hildebran/Donna Bean

- <https://www.dropbox.com/scl/fi/c827qi585k6n1p9igr7nf/21-Project-Funding-Presentation-2024.pdf?rlkey=a7w4tph8ergqjfsq6kw4zghbq&dl=0>
- <https://www.dropbox.com/scl/fi/u2itgpqklb7xy5ng6we6q/22-Funding-Projects-Summary-Retreat-2024.pdf?rlkey=uq1d3n7qlhenueem26au3axbd&dl=0>

**COMMITTEE OF THE WHOLE
TUESDAY, FEBRUARY 27, 2024**

8:30 A.M.

Present: Mayor Joe Gibbons, Jonathan Beal, Ike Perkins, Ralph Prestwood, Kimmie Rogers, Crissy Thomas and Mayor Pro-Tem David Stevens.

Zoom: Councilmember Todd Perdue.

Staff Present: City Manager Scott Hildebran, City Clerk Shirley Cannon, Finance Director Donna Bean, Public Services Director Radford Thomas, Public Works Operations Manager Jon Hogan, Public Utilities Operations Manager Jeff Church, Downtown Event Coordinator Matthew Anthony, Kaylynn Horn, Economic & Main Street Director, Parks & Recreation Director Phil Harper, Fire Chief Norman Staines, Police Chief Brent Phelps, and Communications Director Joshua Harris.

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

- A. Kaylynn Horn, Main Street & Economic Development Director, announced she is retiring effective March 1, 2024. Director Horn expressed appreciation to City Council and Staff for all of their help and support during her tenure. Mayor Pro-Tem Stevens along with City Councilmembers thanked Kaylynn for her dedication and outstanding leadership and stated she will be missed.

Matthew Anthony, Main Street Community Engagement Coordinator, announced he is moving to the state of Washington at the end of March. Matthew also thanked everyone for all of their assistance and support during his tenure. City Council commended Matthew for all he has accomplished for the City of Lenoir and thanked him for his service to downtown Lenoir. Mayor Gibbons stated the City was fortunate to have him.

II. CITIZEN COMMENTS

- A. There were no citizen comments presented at this time.

III. COMMITTEE ITEMS

- A. Update; Public Services: Radford Thomas, Public Services Director stated a grant package for the BRIC project has been submitted to FEMA and noted the equalization basin is part of this grant. The equalization basin will help maintain the effluent in order for it to flow slowly into the plant. Director Thomas mentioned this plant is located in the floodplain. He further stated the stormwater grant is ongoing and notification letters were sent to property owners informing them of the project and that individuals may be on their property in order to gather data about stormwater. Director Thomas thanked City Council and Department

has been scheduled with City Staff for February 28 to refine the project area before submitting plans and specs to Public Water Supply.

B. Public Services Public Works Director Jon Hogan presented the following update:

1. LFD Infrastructure Repair (Sinkhole): WK Dickson has submitted 100% of the plans and is ready to let the project out for bid. The City will not know the award status of the requested Golden Leaf funding until April, but Staff will continue to look at and evaluate other feasible construction options that may assist with cost savings as we await the funding award. The goal would be to let this project in late April or early May.
2. Downtown Tree Replacement Plan: The City plans to remove 13 trees and replace 16 in the downtown area (Refer to the attached map). The trees are located around the square area in the street bulb-outs. Where these trees were topped in the past they are now creating line of site issues with traffic signals, as well as issues with large trucks and vehicles due to the erratic growth encroaching the travel lanes. The City plans to replace these trees with a variety of 3" to 3.5" caliper shade and ornamental trees that will better serve these areas, while also adding spring blooming color and colorful fall foliage to the downtown areas.

IV. Community Development

- A. Lenoir Business Advisory Board: The Lenoir Business Advisory Board met on Thursday, February 8. Minutes of the meeting will be submitted. Kaylynn Horn, Main Street & Economic Development Director presented the following report.

1. Contract; Maurer Architecture for Architectural Services for The Campus: Authorize Staff to execute the Architectural Services contract for The Campus-Phase 2 Improvements with Maurer Architectural at a cost not to exceed \$325,000 and to utilize, if necessary, the DLR Group for specialty services. Separate Owner Architect contracts shall be provided for each site.

A copy of the contract is on file in the City Clerk's office.

Phase 2 will include the development of final schematic designs and construction drawings (Mechanical, Plumbing, Electrical Drawings MPEs, etc.), and bid documents for these three buildings mentioned above with the addition of an evaluation of the City Building located at 1129 West Avenue and its corresponding use with the OVT (Overmountain Victory Trail) Pavilion site.

Motion

Following a brief discussion and upon a motion by Councilmember Beal, City Council voted 6 to 0 to authorize Staff to execute a Contract with Maurer Architecture for Architectural Services for The Campus-Phase 2 Improvements as described above and as presented.

Tuesday, February 27, 2024
Minutes-Committee of the Whole

- A. Job Descriptions: Request Changes to three titles and job descriptions be approved to better reflect departmental needs due to succession planning and responsibility changes and approve the new part-time Special Projects Manager. The cost of the changes will be covered out of the current operation budget.

Director Bean stated changes to these three titles and job descriptions are good for consistency and pointed out they would report to City Manager Scott Hildebran. The Downtown Development/Main Street Director will perform promotional and consultative work in developing and directing a Main Street program for the downtown area of the City. In addition, Director Bean also reported the City currently has 46 projects in the works.

A copy of the job descriptions are attached to these minutes as information.

Motion

Following a brief discussion and upon a motion by Councilmember Thomas, City Council voted 6 to 0 to approve the three title changes, job descriptions and a new part-time Special Projects Manager as recommended by Finance Director Bean.

Announcement/ Title Changes

City Manager Hildebran announced that Jeff Church's new title is Public Services Public Utilities Director and Jon Hogan's new title is Public Services Public Works Director. These new titles become effective March 1.

- B. Garbage Truck-Replacement Insurance Reimbursement: Staff recommends City Council authorize the purchase of the Pac Mac Model RL-8 eight cubic yard rear loading refuse truck at a cost of \$147,947.00 and the utilization of the competitive bidding group purchasing exception.

Finance Director Bean clarified that funding for this purchase will be taken from an insurance reimbursement of \$112,115.65 due to a solid waste truck catching fire and the remaining \$35,831.35 will be taken from operating funds.

Upon a motion by Councilmember Perkins, City Council voted 6 to 0 to approve to authorize the purchase of the Pac Mac Model RL-8 eight cubic yard rear loading refuse truck at a cost of \$147,947.00 and the utilization of the competitive bidding group purchasing exception as recommended by Finance Director Bean.

- C. January Financial Summary: Director Bean reviewed the Financial Summary as of January 31, 2024. The over/under balance in the General Fund is \$4,514,771.30 Downtown District (\$133,198.46) and Water & Sewer Fund \$1,457,964.25.

A copy of the January Financial Summary is attached to these minutes as information.

Director Bean stated all of the financials are on target and are where she anticipated them to be at this time.

- D. Update: Public Communications: Joshua Harris, Public Information Officer, stated the story about Keith Owens retiring from the Fire Department received the largest amount of views.

Tuesday, February 27, 2024
Minutes-Committee of the Whole

He mentioned that January is normally a slower news month for activities/events.

VI. Public Safety

- A. Update; Police Department: Brent Phelps, Police Chief, presented the following report:
- Current status of employees, two recent resignations to go to nearby County organizations.
 - Officers are working on parking issues and code violations on Beall Street. The Police Department will be submitting a packet to adjust ordinance for parking on Beall Street.
 - The department will be doing a summer kids camp instead of a Citizens Police Academy this June. The dates are Monday June 3rd, through Friday June 7th, 2024.
 - LPD has been working with the Caldwell County Sheriff's department to put trauma kits in every classroom in the City of Lenoir. The County will be putting them in every classroom in the county and other city schools.
 - Reviewed the 4th quarter report and specifically discussed the last two pages for code enforcement.
 - City Council was invited to the officer recognition ceremony on Thursday February 29 at 3:30 pm in the training room of the Police Department.
- B. Update; Fire Department: Norman Staines, Fire Chief presented the following report:
- The Department currently has two open positions. A conditional offer has been made to fill one of these positions.
 - The promotional process has begun which will include promotions for Battalion Chief, Captain, Lieutenant and Engineer. These promotions are a result of Chief Owens retiring.
 - The Department has received 60 smoke detectors from American Red Cross and Staff will install in residences within the City as requested. As part of the agreement, our Staff must install the detectors.
 - The Firehouse Subs Grant money has been received and equipment has been ordered.

VII. OTHER

- A. March Calendar: The calendar for the month of March was provided in the packet as information listing committee meetings and upcoming events.

VIII. ADJOURN

- A. There being no further business, the meeting was adjourned at 10:06 a.m.

Attachments

PFAS Resolution

Job Descriptions

January Financial Summary



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

**A RESOLUTION BY THE CITY OF LENOIR OPTING BACK IN
TO PROPOSED SETTLEMENT OF PER- AND
POLYFLUOROALKYL SUBSTANCE (PFAS) CHEMICAL
ACTION LAWSUIT AGAINST 3M**

WHEREAS, the City of Lenoir owns and operates a drinking water treatment plant; and

WHEREAS, the City is eligible to file in a class-action lawsuit against 3M Company over the release of per- and polyfluoroalkyl substance (PFAS) chemicals into public water supplies; and

WHEREAS, the City was previously notified of a possible settlement of the suit against 3M; and

WHEREAS, the City chose to opt out of the settlement because the City has tested for PFAS chemicals without showing measurable levels and thus would be entitled to little or no compensation under the proposed settlement agreement; and

WHEREAS, on February 2, 2024, there was a hearing in the 3M suit before the Honorable Richard M. Gergel, United States District Court Judge, wherein the parties clarified that there was money set aside to allow members of the class to test for PFAS until 2030 over and above what current state and federal regulations require; and;

WHEREAS, testing for PFAS is becoming more and more sensitive, allowing for detection of smaller amounts of PFAS than previously allowed; and

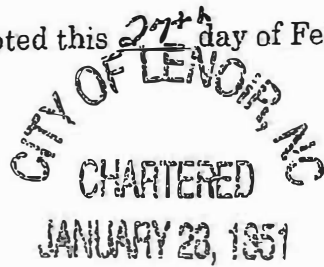
WHEREAS, if the City does detect PFAS in any of its water sources before 2030 it will be eligible for funds from the settlement to mitigate the effects of PFAS for its residents; and

WHEREAS, the City of Lenoir now chooses to opt in to class action lawsuit against 3M;

NOW, THEREFORE BE IT RESOLVED, the Lenoir City Council hereby directs City Manager Scott Hildebran, Jeff Church, or their designee to opt the City of Lenoir back in to the proposed settlement in City of Camden, et al. v. 3M Company, Civil Action No. 2:23-cv-3147-RMG.



Adopted this 27th day of February, 2024.




Joseph L. Gibbons, Mayor
Lenoir City Council

ATTEST:

SEAL


Shirley M. Cannon, City Clerk

PUBLIC SERVICES PUBLIC WORKS DIRECTOR

General Statement of Duties

Performs complex managerial, administrative, and supervisory work planning, organizing, and directing public works services for the City.

Distinguishing Features of the Class

An employee in this class plans, coordinates and directs department operations, staff and contractors in general services. Work involves planning on short-range basis and for long-range projects and major construction projects; budget development, administration and management for the department; personnel management and daily services' operations management. The employee provides technical advice and assistance to the City Manager and the City Council. Work also includes contract management, handling citizens' issues, and working with other department heads. Work is performed with a high degree of independence and initiative requiring sound judgment and analytical and organizational skills. Work requires ensuring compliance with varied state and federal guidelines and regulations. Work is performed under the general direction of the City Manager and is evaluated through reports, established timelines, discussion and citizen and community feedback.

Duties and Responsibilities

Essential Duties and Tasks

- Plans, directs, coordinates and supervises department operations, programs and services including building, grounds and traffic maintenance, cemetery operations and maintenance, automotive maintenance and repair, solid waste collection, and street repair and maintenance.
- Develops policies and procedures for divisional and departmental operations.
- Guides and works with division heads in developing and implementing program services; analyzes level and cost of department services; assesses public expectations and general standards in other municipal operations; recommends revisions to existing services and implementation of new services.
- Determines needs for maintenance, repair, enhancements or improvements in service programs and plans, designs, prioritizes, schedules, assigns, and reviews results of services being provided.
- Prepares departmental operating and capital budgets in consultation with division heads on their projections; monitors and approves expenditures; researches funding sources and potential grants.
- Manages and oversees the selection, promotion, training, counseling and disciplining of department personnel; meets with division superintendents to solve more complex employee performance issues and enforces work procedures and standards.
- Consults with and advises the City Manager on the varied public works services, status of projects and budget line items balances; prepares agenda items, resolutions and ordinances for the City Manager and City Council to review and approval; attends City Council and Committee meetings; makes presentations.
- Coordinates City projects with City Manager and other department heads.
- Works with consulting engineers and others to develop, design, and construct public works projects; inspects work in progress and upon completion to ensure adherence to specifications; negotiates contracts, may meet with the City attorney and make recommendations to the City Manager.

Public Services Public Works Director
Page 2

- Defines specification or develops in consultation with consultant; involves division heads in developing; advertises for bids; reviews bids and makes recommendation to City Manager.
- Responds to, investigates and resolves citizens' complaints, inquiries and concerns; coordinates as appropriate with division superintendents.
- Meets with division superintendents daily and makes field visits to monitor work progress, quality, etc; discusses priorities each morning.
- Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills and Abilities

- Thorough knowledge of the modern principles and practices for effective management and supervision of a large staff.
- Thorough knowledge of modern governmental budgeting, personnel and purchasing practices.
- Thorough knowledge of related City policies, and state and federal laws and regulations.
- Considerable knowledge of the principles and practices of public works services management and administration.
- Considerable knowledge of and skill in utilizing word processing and spreadsheet software.
- Demonstrated skills in modern and effective managerial, organizational, and leadership principles and practices.
- Skills in budget development and preparation and to monitor and manage expenditures.
- Ability to plan, organize, and delegate work in varied service functions.
- Ability to exercise sound professional judgment.
- Ability to direct operations and supervise subordinate supervisors utilizing effective communication, motivation, and coaching techniques.
- Ability to interpret and prepare complex and detailed records and reports.
- Ability to maintain effective working relationships with City, State, and local officials, management, subordinate supervisors, employees, contractors, engineers, and the general public.
- Ability to present ideas effectively in oral and written form.

Physical Requirements

- Must be able to perform the physical life functions of climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pulling, pushing, fingering, talking, hearing and repetitive motions.
- Must be able to perform light work exerting up to 20 pounds of force occasionally; and/or up to 10 pounds of force frequently, and/or a negligible amount of force frequently or constantly to move objects.
- Must possess the visual acuity to produce and review written reports and records including mathematical calculations, to operate a computer terminal, to analyze data and to read extensively, and to determine the accuracy, neatness and thoroughness of work assigned.

Desirable Education and Experience

- Graduation from an accredited college or university with a bachelor's degree in public administration, civil engineering, management, or related field, and considerable related experience in municipal engineering or public works field,

Public Services Public Works Director
Page 3

including some supervisory and management experience; or an equivalent combination of education and experience. A Professional Engineering (PE) certification is preferred.

Special Requirement

- Possession of a valid North Carolina driver's license.

Lenoir 2024

PUBLIC SERVICES PUBLIC UTILITIES DIRECTOR

General Statement of Duties

Performs difficult professional and managerial work planning, organizing and directing the operations, maintenance, and analysis of wastewater treatment plant, water treatment plants, related laboratory facilities, distribution and collection system maintenance and repair, utility engineering services, a wide scope of capital improvement projects and other areas as assigned.

Distinguishing Features of the Class

An employee in this class plans, organizes and directs the operations and maintenance of the water treatment plants, wastewater treatment plant, distribution and collections systems, pumping facilities, related facilities and equipment and other areas as assigned. Work also includes responsibility for a wide variety of utility capital improvement projects including coordination of design, bidding, construction management, inspection, and project acceptance for the City. Work is performed in accordance with state and federal laws and regulations. Work involves responsibility for department staffing, capital and operating budget development and administration. General administrative direction is received from the City Manager regarding matters of policy, budget, long-range plans, personnel matters, establishing and maintaining records and reports necessary for full compliance with all regulations and work priorities. The position receives assistance with and advising from the City Manager and Council regarding long range planning for facilities and system capacity, as well as technical compliance needs. The Public Services Public Utilities Director is responsible for effective management decision-making, representing the City in multiple regional and state issues, and insuring effective productivity of assigned personnel. Work involves considerable public contact, initiative and judgment. The employee may occasionally enter confined spaces and encounter other hazards. Work is evaluated through conferences and reports for productivity, and compliance with required laws and regulations.

Duties and Responsibilities

Essential Job Tasks

- Plans, organizes and directs the work of subordinate supervisors and employees engaged in plant operations, process control, laboratory analysis, distribution and collection system operations and maintenance, pumping stations, and preventive maintenance and repair.
- Advises management and participates in planning for current and future capacity needs and plants and systems modifications for increased efficiency or regulatory compliance; manages the budgeting, design, construction, and inspection of a wide variety of capital projects for capacity, environmental compliance, service extension, etc.
- Manages the hiring, promotion, training, discipline, evaluation, and other personnel actions and decisions for the department in consultation with the City Manager; plans and implements safety programs, in coordination with the Risk Manager, including training, procedures, and equipment as necessary.
- Researches and recommends strategies for meeting new regulatory requirements.
- Evaluates utility customer service policies and procedures, coordinates evaluation of fee structures; recommends improvements.
- Plans and supervises contracted construction and maintenance projects; insures proper inspection and adherence to plans and standards prior to City acceptance.
- Establishes, maintains, and analyzes a variety of reports as required and as needed for effective management decision-making; directs the acquisition and usage of computer systems to enhance operations and record keeping.

Public Services Public Utilities Director
Page 2

- Plans, organizes, and directs the maintenance and repair of water and sewer pumping stations, elevated storage tanks, and related facilities; supervises the installation of water taps and meters; supervises the meter reading program, water service connections and disconnections, and related utility customer response.
- Oversees response to citizen complaints, service requests and other response; insures excellent customer service.
- Requests resources as part of annual budget process; reviews and submits budget requests of subordinate supervisors; controls allocated resources once approved; participates in capital budgeting to construct and maintain utility infrastructures.
- Participates in plan review; approves all plans and specifications regarding utility systems.
- Performs related work as required.

Recruitment and Selection Guidelines

Knowledges, Skill, and Abilities

- Thorough knowledge of the principles and practices of water and wastewater treatment, distribution and collection transmission lines, pumping stations, metering, and other utility systems appurtenances.
- Thorough knowledge of the local, state, and federal laws and regulations relating to water and wastewater treatment, distribution and collection.
- Thorough knowledge of the City budget, purchasing, and personnel policies and practices.
- Thorough knowledge of effective management practices including staffing, motivation, communications, delegation, discipline, performance review, and other practices.
- Considerable knowledge of the application of information technology to the work of the department.
- Working knowledge of engineering principles and their application to utilities construction and maintenance.
- Working knowledge of mechanical, electrical, and electronic trades as applied to wastewater treatment facilities and equipment maintenance and repair.
- Ability to provide leadership to a large staff in multiple locations providing around the clock services.
- Ability to analyze information and make effective decisions.
- Ability to establish and maintain effective working relationships with City officials, industrial officials, regulatory officials, contractors, engineers, other employees, regional customers, and the general public.
- Ability to prepare, present and interpret complex records and reports.

Physical Requirements

- Must be able to perform the basic life functions of climbing, balancing, stooping, kneeling, crouching, reaching standing, walking, pushing, pulling, lifting, fingering, talking, hearing, and repetitive motions.
- Must be able to perform light work exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently or constantly to move objects.

Public Services Public Utilities Director
Page 3

- Must possess visual acuity necessary to inspect schematic drawings, prepare and analyze figures and data, perform extensive reading, and operate a computer terminal.

Desirable Education and Experience

- Graduation from college with a degree in business or public administration, environmental sciences, civil engineering, chemistry, or related field and extensive experience managing water and/or wastewater treatment or distribution and collection systems; or an equivalent combination of education and experience. Professional Engineering certification is a plus.

Special Requirement

- May require certification for wastewater treatment, water treatment, or distribution or collections systems operations by the State of North Carolina or the ability to obtain within two years.
- Possession of a valid North Carolina driver's license.

DOWNTOWN DEVELOPMENT/MAIN STREET DIRECTOR

General Statement of Duties

Performs promotional and consultative work in developing and directing a Main Street program for the downtown area of the City.

Distinguishing Features of the Class

An employee in this class is responsible for planning, organizing and implementing the Main Street program and consulting with local officials, business, and community leaders for the purpose of promoting the downtown business development through expansion and retention of existing development, and attraction of new business into the City. Duties include development of data, statistics, and publications which portray the economic potential of the City; identification of prospective businesses; and maintaining proper records, reports, and public information for the program. Work also includes coordination of downtown board activities, grant development, coordination of Main Street program, and related tasks. Serves as executive director of the Downtown Lenoir Development Alliance, Inc. Work is performed in accordance with state and federal laws and regulations. Work involves responsibility for department staffing, capital and operating budget development and administration. Work requires considerable planning and timely execution of work. Employee must exercise independent judgment and simultaneously must consider financial, socio-economic, legal, and regulatory variables as they affect the City. Work is performed under the general direction of the City Manager and is evaluated through conferences, reports and results of working with various groups.

Duties and Responsibilities

Essential Duties and Tasks

- Serves as coordinator of the Main Street program and its board; plans and executes monthly meetings, agendas, budgets, and reports on activities; serves as liaison between public and committees; researches and recommends grants, policies and strategies to the City Manager, Main Street Board, City Council and others; prepares brochures and other materials for marketing purposes.
- Plans, organizes, coordinates, implements and executes numerous downtown events throughout the year including, but not limited to, the NC Blackberry Festival Wood. Fire. Smoke Artisan Festival, and the Lenoir Christmas Parade.
- Collaborates on a regular basis with the NC Main Street Center and staff to maintain Main Street Accreditation and actively employ the principles and best practices of the NC Main Street Program and the National Main Street Program employing the Main Street 4-Point Approach and Transformation Strategies.
- Serves as the Executive Director of the Downtown Lenoir Development Alliance, Inc. organized to operate exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the IRS Code of 1986 and, more specifically to promote the historic preservation, protection and use of the historic and downtown commercial district in Lenoir, NC.
- Collaborates with the State Historic Preservation Office, the NC Main Street Center and local property owners within the Historic District and the Municipal Service District to facilitate new construction projects and rehabilitation projects of historic structures and serving as a liaison with local, state agencies and officials and qualified professionals engaged in this field.
- Collaborates with new and current property owners, NC State Historic Preservation Office, and the NC Main Street Center to facilitate rehabilitation projects and façade improvements

- by promoting the Standards of Historic Preservation of the National Trust and promoting Historic Tax Credit projects whenever feasible.
- o Manages and supervises departmental staff; interviews, selects, trains and evaluates employee; resolves personnel problems and issues.
- o Plans, organizes, coordinates and implements various plans and projects including beautification efforts, cultural, commercial, and tourist events, and related activities; develops and administers grants; designs beautification projects in concert with Boards, stakeholders and citizens; organizes ribbon cutting events.
- o Serves as staff liaison to the Lenoir Business Advisory Board; assists chair to develop and distribute agendas; takes and prepares minutes; and assists with the development of work plans with a focus on the City's central business district through the Main Street Program; assists business owners with applications for grants; participates in the evaluation of grant applications and administers the building rehabilitation and small façade grant programs.
- o Develops plans to promote the growth and retention of existing businesses and attract new business; maintains regular contact with existing and potential businesses to stay abreast of their status, any potential for expansion, and assists with problems; follows up on requests.
- o Develops a network of contacts to identify and recruit potential commercial and business clients; collaborates with municipal, county and state officials to recruit major industrial and manufacturing clients; assists clients with the requirements of applying for economic development incentives; meets with various local and regional groups to further economic development goals. Serves as initial contact for potential businesses considering new location or expansion; shows sites and arranges meetings with local officials; researches land and coordinates contacts for the property.
- o Coordinates with a wide variety of local, regional and state agencies including Lenoir Tourism Development Authority, various arts, economic, and social groups; serves as staff liaison to the Tourism Development Authority.
- o Maintains contact with community leaders, and representatives of businesses and industry; visits businesses regularly to stay abreast of their status, any potential for expansion, and assists with problems; follows up on requests; prepares newsletters, brochures, and makes presentations regarding economic development activities. Use the website, social media, speaking engagements, media interviews and personal appearances to keep the main street program in the public eye.
- o Advise downtown merchant's organizations and/or chamber of commerce committees on activities and goals; help coordinate joint promotional events, such as seasonal festivals or cooperative retail promotional events, in order to improve the quality and success of events and attract people downtown; work closely with local media to ensure maximum coverage of promotional activities; encourage design excellence in all aspects of the promotion in order to advance an image of quality for the downtown.
- o Supervises façade grant program working with business and property owners within the Historic District and the Municipal Service District.
- o Coordinates the installation of banners and decorations in the downtown area.
- o Requests resources as part of annual budget process; reviews and submits budget requests; controls allocated resources; participates in capital budgeting for downtown infrastructures.
- o Keeps current records on sites and buildings; keeps files and statistics on demographics, economic base, maps, profiles, retail sales, building permits, finances and schools; reports on growth announcements and statistics on various agencies; updates web site information as needed.
- o Represent the community to important constituencies at the local, regional, state, and national levels. Speak effectively on the program's directions and findings, always mindful of

the need to improve state and national economic development policies as they relate to smaller communities.

Additional Job Duties

- Performs related duties as required.

Recruitment and Selection Guidelines

Knowledges, Skills, and Abilities

- Thorough knowledge of principles, practices and processes involved in downtown commercial development and marketing, press relations, and related City goals, policies, and principles.
- Thorough knowledge of the principles of management, business, their organizational procedures, and financing.
- Considerable knowledge in event coordination, implementation, execution, promotion and marketing.
- Ability to organize, supervise and direct professional and support staff and perform administrative functions such as budgeting and staffing.
- Considerable knowledge of tourism development concepts, strategies and approaches.
- Considerable knowledge of economic, social, historical, and technological resources available in the downtown commercial development field.
- Considerable knowledge of the assets of the community and federal, state, and local laws pertaining to economic development and planning.
- Considerable knowledge of the Main Street program, historic rehabilitation, historic properties preservation strategies and related regulations and grants.
- Thorough knowledge of the City budget, purchasing, and personnel policies and practices.
- Thorough knowledge of effective management practices including staffing, motivation, communications, delegation, discipline, performance review, and other practices.
- Considerable knowledge of the application of information technology to data research and office technology.
- Skill in coordinating large events and programs with multiple agencies and groups.
- Skills in data collection and analysis, and establishment of data bases about pertinent City statistics and demographics.
- Skill in collaborative conflict resolution.
- Ability to plan, organize, and effectively develop commercial leads for the City including building consensus among diverse groups.
- Ability to communicate effectively in oral and written forms.
- Ability to establish and maintain effective working relationships with business executives and owners or representatives, public officials at the local and state levels, contractors, community leaders and organizations, other department heads, and other employees.

Physical Requirements

- Must be able to physically perform the basic life operational functions of stooping, kneeling, crouching, reaching, standing, walking, lifting, fingering, grasping, talking, and hearing.
- Must be able to tour historic structures and navigate multiple story buildings.
- Must be able to lift and carry equipment needed to facilitate events including, but not limited to pop-up tents, folding tables, folding chairs, signage, sound equipment, etc., with a weight potential of 25+ pounds.
- Must be able to perform sedentary work exerting up to 10 pounds of force frequently or

- constantly to move objects.
- o Must possess the visual acuity to prepare and analyze data, examine and work with maps, charts, and detailed materials, operate a computer, inspect sites, use measuring devices, to figure computations, and to read extensively.

Desired Education and Experience

Graduation from a four-year college or university with a degree in business, planning, economics, public administration, or related field supplemented by training in economic or downtown development and considerable professional experience in downtown and economic development or related field; or an equivalent combination of education and experience.

Special Requirement

- o Possession of a valid North Carolina driver's license.

Lenoir

Revised: 2.2024

Special Projects Manager

General Statement of Duties

The Special Projects Manager, under general direction of the City Manager, works to oversee special projects. The Special Projects 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.

Distinguishing Features of the Class

Under general direction of the City Manager, the Special Projects Manager performs highly responsible and complex professional, administrative, analytical and operational work. The position supports the City Manager and directors by conducting and managing complex projects and providing project planning and management oversight. This position serves as a primary liaison to the City Manager, directors, outside agencies 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. 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. Contacts are broad at the local, state, and federal level to include City department leadership and program staff, elected officials, other public and private officials and regulatory agencies, and the public. The Special Projects Manager must assume responsibility for completion of assigned objectives and outcome-oriented functions and is accountable to the City Manager for expected quality of work without direct daily oversight and supervision. Priorities may change without warning and the Special Projects Manager must be able to adapt quickly and work effectively in rapidly evolving situations.

Duties and Responsibilities

Essential Duties and Tasks

- Plan, coordinate, conduct, and supervise multiple complex and sensitive operational, management, and administrative management analyses, studies, projects, and research across departments and with external partners, including those involving City-wide services and issues.
- As directed by the City Manager, may implement programs, processes, policies and/or procedures to successfully achieve objectives of the City Manager and the City's mission, strategic plan, and outcomes.
- 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.
- 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.
- Facilitate co-created resolutions to difficult issues that impede progress on and quality of assigned projects.
- Helps determine project scope, strategy, goals, budget and deliverables for 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.
- When requested, directs and participates in developing bid specifications and related contracts for special projects.

- When requested, develops Requests for Proposal and/or Bid (RFPs and RFBs), scope of work, budget, schedule, and other project details.
- Participates in bid evaluation and selection and contract negotiations.
- In partnership with the Finance Director, manages and oversees project budgets and reviews and approves reimbursements and payments.
- Receives, reviews, prepares, completes, processes, forwards or retains, as appropriate, various forms, reports, correspondence, invoices, pay applications, contracts, change orders, budget documentation, project work plans, project implementation schedule, policies, procedures, budget evaluations, and other documentation necessary for project management.
- Conducts project progress meetings and manages and monitors work quality and contract compliance.
- Ensures all project's 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.
- Develop and present project related memos, reports, and presentations to the City Manager, City Council, department directors, internal and external stakeholders, and the public.
- Performs other duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Knowledge of:

- Principles, practices and techniques of public administration and local government administration.
- Principles, practices, and techniques of management, evaluation, and policy analysis; research methods; strategic planning; and project management.
- 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.

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.

- Develop and lead diverse teams to accomplish assigned tasks, including ability to break large projects into smaller assignments and delegate those assignments to appropriate individuals throughout the organization.
- 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, with advanced proficiency, all modules of Microsoft Office (Word, Outlook, Excel, PowerPoint, etc.).

Desirable Education and Experience

- Bachelor's Degree in a related field with a combination of education and experience that would provide the necessary knowledge, skills, and competencies to perform the essential duties and tasks of this position. A master's degree is preferred in engineering, public policy, public, or business administration, or a related field and five years of experience in local government working across departments to manage high-profile cross-functional projects.

Working Conditions

- Work is performed primarily in an environmentally controlled environment without exposure to harmful chemicals, personal danger, or other workplace hazards; however, a significant portion of time can be performed in an outside environment where the employee is exposed to adverse environmental conditions such as hot and cold temperatures. Work environment involves normal, everyday discomforts or unpleasantness. Work area has adequate light, heat, and ventilation; environment is organized and stable. Work presents no significant hazards to employees

Special Requirement

- Possession of a valid North Carolina driver's license.



**City of Lenoir
Financial Summary
As of 1/31/2024**



General Fund					
	2023-2024 Budget	1/31/2024	% of Budget	Change from Previous Year	1/31/2023
Total Revenue	\$ 22,066,505.00	\$ 16,913,736.99	77%	\$ 611,370.47	\$ 16,302,366.52
Expenditures	\$ 22,066,505.00	\$ 12,398,965.69	56%	\$ 259,512.13	\$ 12,139,453.56
Over/Under	\$ -	\$ 4,514,771.30		\$ 351,858.34	\$ 4,162,912.96
Downtown District					
	2023-2024 Budget	1/31/2024	% of Budget	Change from Previous Year	1/31/2023
Revenues	\$ 236,900.00	\$ 40,582.80	17%	\$ 4,429.73	\$ 36,153.07
Expenditures	\$ 236,900.00	\$ 173,781.26	73%	\$ (65,185.54)	\$ 238,966.80
Over/Under	\$ -	\$ (133,198.46)		\$ 69,615.27	\$ (202,813.73)
Water/Sewer Fund					
	2023-2024 Budget	1/31/2024	% of Budget	Change from Previous Year	1/31/2023
Revenues	\$ 10,726,980.00	\$ 6,606,396.05	62%	\$ 419,708.55	\$ 6,186,687.50
Expenditures	\$ 10,726,980.00	\$ 5,148,431.80	48%	\$ 987,662.81	\$ 4,160,768.99
Over/Under	\$ -	\$ 1,457,964.25		\$ (567,954.26)	\$ 2,025,918.51

**LENOIR CITY COUNCIL
TUESDAY, MARCH 5, 2024
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Ike Perkins, Todd Perdue, Ralph Prestwood, Kimmie Rogers, Crissy Thomas, City Manager Scott Hildebran, City Clerk Shirley Cannon and Attorney David Lackey filling in for City Attorney Timothy Rohr.

ABSENT: Mayor Pro-Tem David Stevens and City Attorney Timothy Rohr.

CITY STAFF: In attendance was Finance Director Donna Bean, Fire Chief Norman Staines, Assistant Fire Chief Kenny Nelson, Police Major Andy Wilson, Planning Director Hannah Williams, and Parks & Recreation Director Phil Harper.

I. CALL TO ORDER

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

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

**ORDINANCE AMENDMENTS;
CHAPTER 9 OF CITY CODE:**

- A. A public hearing was held for consideration of ordinance amendments relating to Chapter 9 (Flood Damage Prevention) of the Lenoir Code of Ordinances as submitted.

Mayor Gibbons opened the public hearing to receive public comments regarding the proposed ordinance amendments.

A copy of the ordinance is hereby attached to these minutes.

Planning Director Hannah Williams explained that, due to the North Carolina General Statutes (NCGS) re-codification of the local government authority to regulate land use and development in Chapter 160D, the Emergency Management Division of the North Carolina Department of Public Safety re-issued the Non-Coastal model flood damage prevention ordinance with proper references to Chapter 160D as well as the National Flood Insurance Program (NFIP). Director Williams verified this action is the reason for the code amendments request for the City.

City Manager Hildebran also stated this is the second reading of the proposed ordinance as City Council called for the public hearing at the February 20, 2024 meeting.

After receiving no comments, Mayor Gibbons closed the public hearing and asked Council for action.

Upon a motion by Councilmember Perdue, City Council voted 6 to 0 to adopt the Ordinance Amendments pertaining to Chapter 9 of the City of Lenoir Code as recommended by City Staff.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council Meeting of Tuesday, February 6, 2024 as submitted.
- B. Minutes: Approval of the minutes of the City Council meeting of Tuesday, February 20, 2024 as submitted.

Upon a motion by Councilmember Beal, Council voted 6 to 0 to adopt items (A and B) on the Consent Agenda as described above and as recommended by City Staff.

IV. REQUESTS AND PETITIONS OF CITIZENS

THANK YOU; HOMELESS

ISSUE:

- A. Reverend James Wilfong, 1555 Miller Hill Road, Lenoir, NC and Pastor of Highway to Hedges Church, thanked City Council and the City for their help with the homeless situation. Reverend Wilfong also thanked Councilmember Perkins for helping to find a facility where these individuals could go to take a shower.

V. REPORTS OF BOARDS AND COMMISSIONS

FY2024 UNIFOUR CONSORTIUM CONSOLIDATED PLAN & FY2024 ACTION PLAN FOR THE CITY OF LENOIR:

- A. Rick Oxford, Plan Administrator, Western Piedmont Council of Governments, held the first of two public meetings to receive public comments regarding the proposed FY2024 Action Plan of the City of Lenoir and the Unifour HOME Consortium as part of the five-year Consolidated Plan. This plan, as required by the U.S. Department of Housing and Urban Development (DHUD), outlines goals and action plans of the City of Lenoir and the Unifour HOME Consortium and its use of Community Development Block Grant (CDBG) and HOME funds for fiscal year 2024, beginning July 1, 2024 and ending June 30, 2025. The City serves as the Lead Entity for the Unifour Consortium.

Mr. Oxford stated they are required by DHUD to hold two public meetings and informed Council he would not receive notification of the City's actual funding amount for the upcoming fiscal year until May. As information, Mr. Oxford reviewed the FY2023 funding amounts and said the City of Lenoir received \$142,691 in CDBG funds in FY2023 and \$1.2 million in HOME funds which are distributed to the four-county area to be used for multi-family housing projects. This funding becomes available from DHUD on July 1, 2024.

Mr. Oxford shared the City is currently using the CDBG funding for renovations at The Campus (former Lenoir High School) Complex, which includes the gymnasium, auditorium, band building, any exterior buildings and Mack Cook Stadium.

Mr. Oxford also reviewed the FY2023 funding for the HOME program and reported the program assists low-income homebuyers with up to 20% of the purchase price and caps at \$30,000. He stated this is a zero interest loan with zero payments and one-half of the amount is forgiven after 10 years. Mr. Oxford further mentioned a family has to be able to contribute \$500 towards the purchase plus qualify for a loan from one their lenders.

Tuesday, March 5, 2024

Minutes-City of Lenoir Council Meeting

In addition, Mr. Oxford stated the maximum purchase price of existing homes in Caldwell County is \$217,000, but pointed out there are different programs to assist first time homebuyers if they meet the requirements and are able to obtain a loan. He shared homes are hard to find if an individual is below the income limits.

Mr. Oxford also explained the process of how Community Housing Development Organizations (CHDOs) funding works. A CHDOs is a private nonprofit, community-based organization that has staff with the capacity to develop affordable housing for the community it serves such as Habitat for Humanity.

Mr. Oxford further explained developers could apply for a low interest loan for multi-family housing projects through the North Carolina Financing Agency. The maximum amount of a loan is \$300,000 and he pointed out it is a competitive process. The developers design the project, finalize their funding and submit a letter of commitment for the project. If a project is funded, the developer may receive tax credits.

Next, Mr. Oxford reported they have currently assisted 2,812 families within the four-county area, assisted with 22 multi-family apartment complexes and helped 14 non-profit organizations such as Habitat. He restated the down payment assistance funding is available for the four-county area and reiterated they provide 20% of the purchase price for qualified first time homebuyers capping at \$30,000, with a zero interest loan, which the applicant pays back when they sell or transfer the property. He noted that one-half of the loan is forgiven after a ten-year period.

Mr. Oxford thanked City Council and stated he would return in May with the Action Plan for Council's consideration of approval.

On behalf of City Council, Mayor Gibbons thanked Mr. Oxford for the good report.

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

CITY/COUNTY SERVICES

COMMITTEE: 1. The City/County Services Committee will meet on Monday, March at noon at the J.E. Broyhill Civic Center.

NLC CONFERENCE:

2. The National League of Cities Congressional City Conference will be held in Washington, DC beginning Monday, March 11 through Wednesday, March 13.

ABC BOARD: 3. The ABC Board will meet on Thursday, March 14 at 2:00 p.m.

LENOIR TOURISM

DEVELOPMENT AUTHORITY:

4. The Lenoir Tourism Development Authority (LTDA) will meet on Thursday, March 14 at 4:00 p.m. at the Highland Thistle Bed and Breakfast located at 1344 Harper Avenue.

LENOIR BUSINESS ADVISORY

BOARD: 5. The Lenoir Business Advisory Board (LBAB) will meet on Thursday, March 14 at 6:00 p.m. at City Hall, Third Floor Conference Room.

**PARKS & RECREATION
ADVISORY BOARD:**

6. The Parks & Recreation Advisory Board will meet on Monday, March 18 at 6:00 p.m. at the Martin Luther King, Jr. Center.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

\ IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

- A. There being no further business, the meeting was adjourned at 6:18 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

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

Whereas, the state legislature re-codified the general statutes that give local governments authority to regulate land use and development in NCGS Chapter 160D, prompting the need for the City of Lenoir to update our local ordinances both to comply with legislative changes as well as to reference the new section citations; and

Whereas, NC Department of Public Safety, Emergency Management Division revised the state's model non-coastal flood damage prevention ordinance to comply with and update references to NCGS Chapter 160D; and

Whereas, the National Flood Insurance Program incorporated at 42 U.S.C. 4001-4128 authorizes the establishment of floodplain management regulations;

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

ARTICLE I. IN GENERAL

Sec. 9-1. Statutory authorization, findings of fact, purpose and objectives.

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Article 6 of Chapter 153A; Article 8 of Chapter 160A; and Article 7, 9, and 11 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the authority to adopt regulations designed to promote the public health, safety, and general welfare.

Therefore, the City Council and Planning Department of Lenoir, North Carolina, does ordain as follows:

~~This flood damage prevention ordinance is adopted pursuant to the authority granted to local governments by the State of North Carolina to regulate development in flood prone areas in G.S. Chapter 143 part 6 article 21 and G.S. 160D 923. It is the intent that these regulations combine with and coordinate with the zoning ordinance regulations for the zoning district in which such property is located. Any use not permitted by the zoning regulations shall not be permitted in the special flood hazard area, and any use permitted by the zoning regulations shall be permitted in these districts only upon meeting conditions and requirements as prescribed in this chapter.~~

Sec. 9-4. Objectives.

The objectives of this chapter are to:

- (1) Protect human life, safety, and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business losses and interruptions;
- (5) Minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in floodprone areas;
- (6) Minimize damage to private and public property due to flooding;
- (7) Make flood insurance available to the community through the National Flood Insurance Program;
- (8) Maintain the natural and beneficial functions of floodplains;
- ~~(9)-(6)~~ Help maintain a stable tax base by providing for the sound use and development of floodprone areas; and
- ~~(10)(7)~~ Ensure that potential buyers are aware that property is in a special flood hazard area.

Sec. 9-5.

ARTICLE II. 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.

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.

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.

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 non-structural items, including

(but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

Disposal means, as defined in NCGS 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.

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.

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.

Flood-resistant material means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbars are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

Floodway 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.

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and hydraulic models meeting the minimum requirements of the National Flood Insurance Program.

Letter of Map Change (LOMC) means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (1) Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (2) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway

delineations, and other planimetric features.

- (3) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
- (4) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light Duty Truck means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons;
or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest adjacent grade (LAG) means the elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map Repository means the location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products have the same authority as hard copy products. Therefore, the NCEM's Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data the NC FRIS website (<http://FRIS.NC.GOV/FRIS>) is the map repository, and for historical flood hazard data the FloodNC website (<http://FLOODNC.GOV/NCFLOOD>) is the map repository.

Market value means the building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (actual cash value); or adjusted tax assessed values.

Mean sea level means, for purposes of this chapter, the National Geodetic Vertical Datum (NGVD) as corrected in 1929, the North American Vertical Datum (NAVD) as corrected in 1988, or other vertical control datum used as a reference for establishing varying elevations within the floodplain, to which base

~~flood elevations (BFEs) shown on a FIRM are referenced. Refer to each FIRM panel to determine datum used.~~

New construction means structures for which the "start of construction" commenced on or after the effective date of the initial floodplain management regulations and includes any subsequent improvements to such structures.

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.

Temperature Controlled means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

Variance is a grant of relief from the requirements of this ordinance.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Articles III and IV is presumed to be in violation until such time as that documentation is provided.

Water surface elevation (WSE) means the height, in relation to 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.

Secs. 9-6—9-20. Reserved.

ARTICLE III. GENERAL PROVISIONS

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 ~~and within the jurisdiction of any other community whose governing body agrees, by resolution, to such applicability.~~

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 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.

~~The special flood hazard areas are those identified on the most recently adopted flood insurance rate maps (FIRMs) for Caldwell County, including revisions to data shown on the FIRMs approved by FEMA.~~

~~The applicable FIRMs are incorporated by reference automatically into the City of Lenoir zoning map. The planning department shall maintain a digital or paper copy of the applicable FIRMs for public inspection.~~

Sec. 9-28. Penalties for violation.

~~Any person who violates this chapter or fails to comply with any of its requirements shall be subject to civil penalties in accordance with section 1-15 of the Lenoir Code of Ordinances.~~

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 N.C. General Statute § 143-215.58. Nothing herein contained shall prevent the City of Lenoir from taking such other lawful action as is necessary to prevent or remedy any violation.

Secs. 9-29—9-44. Reserved.

ARTICLE IV. ADMINISTRATION

Sec. 9-45. Designation of floodplain administrator.

The Lenoir Planning Director, hereinafter referred to as the "~~F~~Floodplain aAdministrator," 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 overall compliance with the National Flood Insurance Program and the provisions of this ordinance. ~~Administrative decisions made by the floodplain administrator pursuant to the development regulations in this chapter may be appealed to the Lenoir Board of Adjustment, consistent with the process for appeals laid out in section 1-308 of appendix A of this Code of Ordinances.~~

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

- (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:
 - a. A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
 1. The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;
 2. The boundary of the special flood hazard area as delineated on the FIRM or other flood map as determined in section 9-22, or a statement that the entire lot is within the special flood hazard area;

3. Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in section 9-22;
 4. The boundary of the floodway(s) or non-encroachment area(s) as determined in section 9-22;
 5. The base flood elevation (BFE) where provided as set forth in section 9-22; section 9-47; section 9-69;
 6. The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and
 7. The certification of the plot plan by a registered land surveyor or professional engineer.
- b. Proposed elevation, and method thereof, of all development within a special flood hazard area including, but not limited to:
1. Elevation in relation to NAVD 1988 ~~mean-sea-level~~ of the proposed reference level (including basement) of all structures;
 2. Elevation in relation to NAVD 1988 ~~mean-sea-level~~ to which any non-residential structure in Zone AE, A or AO will be floodproofed; and
 3. Elevation in relation to NAVD 1988 ~~mean-sea-level~~ to which any proposed utility systems will be elevated or floodproofed.
- c. If floodproofing, a floodproofing certificate (FEMA Form 81-65-FF-206-FY22-153_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.
- d. A foundation plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this chapter are met. These details include, but are not limited to:
1. The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and
 2. Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with subsection 9-67(4)c. when solid foundation perimeter walls are used in Zones A, AO, AE, and A1-30 A, AE, AH, AO, A99.

- (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.). ~~A description of the development to be permitted under the floodplain development permit.~~
 - b. The special flood hazard area determination for the proposed development in accordance with available data specified in section 9-22.
 - c. The regulatory flood protection elevation required for the reference level and all attendant utilities.
 - d. The regulatory flood protection elevation required for the protection of all public utilities.

- e. All certification submittal requirements with timelines.
- f. A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse, unless the requirements of section 9-71 are met-as applicable.
- g. The flood openings requirements, if in zones A, AO, AE or A1-30.
- h. Limitations of below BFE enclosure uses (if applicable). (i.e., parking, building access and limited storage only).
- i. A statement, that all materials below BFE/RFPE must be flood resistant materials.

(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. ~~An elevation certificate (FEMA Form 81-31) 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 mean sea level. 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.~~
2. An Elevation Certificate (FEMA Form FF-206-FY 22-152) is required after the reference level is established. Within seven (7) 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 (7) 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. ~~A final as-built elevation certificate (FEMA Form 81-31) 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.~~

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.

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. ~~If non-residential floodproofing is used to meet the regulatory flood protection elevation requirements, a floodproofing certificate (FEMA Form 81-65), 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 mean sea level. 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.~~

- 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). ~~Reserved.~~

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. ~~Review all proposed development within special flood hazard areas to assure that all necessary local, state and federal permits have been received.~~
- (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).
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
- (5) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of section 9-71 are met.
- (6) Obtain actual elevation (in relation to NAVD 1988 ~~mean sea level~~) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of subsection 9-46(3).
- (7) Obtain actual elevation (in relation to NAVD 1988 ~~mean sea level~~) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of subsection 9-46(3).
- (8) Obtain actual elevation (in relation to NAVD 1988 ~~mean sea level~~) of all public utilities in accordance with the provisions of subsection 9-46(3).
- (9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of subsection 9-46(3) and subsection 9-67(2).
- (10) Where interpretation is needed as to the exact location of boundaries of the special flood hazard areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (11) When base flood elevation (BFE) data has not been provided in accordance with the provisions of section 9-22, obtain, review, and reasonably utilize any BFE data, along with floodway data or non-encroachment area data available from a federal, state, or other source, including data developed pursuant to subsection 9-69(2)b., in order to administer the provisions of this chapter.
- (12) When base flood elevation (BFE) data is provided but no floodway or non-encroachment area data has been provided in accordance with the provisions of section 9-22 obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a federal, state, or other source in order to administer the provisions of this chapter.
- (13) ~~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 base flood elevation (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.~~

- (134) Permanently maintain all records that pertain to the administration of this chapter and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.
- (145) 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 community at any reasonable hour for the purposes of inspection or other enforcement action.
- (156) 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.
- (167) 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.
- (178) Make periodic inspections throughout the special flood hazard areas within the jurisdiction of the community. 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.
- (189) Follow through with corrective procedures of section 9-48.
- (1920) Review, provide input, and make recommendations for variance requests.
- (201) 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.
- (212) Coordinate revisions to FIS reports and FIRMs, including letters of map revision based on fill (LOMR-Fs) and letters of map revision (LOMRs).

Sec. 9-48. Corrective procedures.

- (1) *Violations to be corrected.* When the floodplain administrator finds violations of applicable state and local laws, it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.

- (2) *Actions in event of failure to take corrective action.* If the owner of a building or property shall fail to take prompt corrective action, the floodplain administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:
 - a. That the building or property is in violation of the floodplain management regulations;
 - b. That a hearing will be held before the floodplain administrator at a designated place and time, not later than ten days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and
 - c. That following the hearing, the floodplain administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.
- (3) *Order to take corrective action.* If, upon a hearing held pursuant to the notice prescribed above, the floodplain administrator shall find that the building or development is in violation of the flood damage prevention ordinance, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than 60 calendar days, nor more than 180 days. Where the floodplain administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.
- (4) *Appeal.* Any owner who has received an order to take corrective action may appeal the order to the Lenoir Board of Adjustment by giving notice of appeal in writing to the floodplain administrator and the clerk within ten days following issuance of the final order. In the absence of an appeal, the order of the floodplain administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- (5) *Failure to comply with order.* If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be subject to civil penalties in accordance with section 1-15 of the Lenoir Code of Ordinances. A violation of this subsection is a civil violation and does not constitute a misdemeanor or infraction.

Sec. 9-49. Variance procedures.

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

- (10) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in special flood hazard areas provided that all of the following conditions are met.
 - a. The use serves a critical need in the community.
 - b. No feasible location exists for the use outside the special flood hazard area.
 - c. The reference level of any structure is elevated or floodproofed to at least the regulatory flood protection elevation.
 - d. The use complies with all other applicable federal, state and local laws.
 - e. The city of Lenoir has notified the Secretary of the North Carolina Department of ~~Crime~~ Control and Public Safety of its intention to grant a variance at least 30 calendar days prior to granting the variance.

Secs. 9-50—9-65. Reserved.

ARTICLE IV. PROVISIONS FOR FLOOD HAZARD REDUCTION

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.
- (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage in accordance with the FEMA Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*. ~~All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.~~
- (3) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (4) Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding to the regulatory flood protection elevation. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, hot water heaters, and electric outlets/switches.
 - a. Replacements part of a substantial improvement must also meet the above provisions
 - b. Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and/or improvements comply with the standards for new construction consistent with the code and requirements for the original structure.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- ~~(8) Any alteration, repair, reconstruction, or improvements to a structure, which is in compliance with the provisions of this chapter, shall meet the requirements of "new construction" as contained in this chapter.~~
- (89) Nothing in this chapter shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this chapter and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the regulatory flood protection elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this chapter.

- (940) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in subsection 9-49(10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a special flood hazard area only if the structure or tank is either elevated or floodproofed to at least the regulatory flood protection elevation and certified in accordance with the provisions of subsection 9-46(3).
- (104) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.
- (112) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (123) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (134) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (145) When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.
- (156) When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest base flood elevation (BFE) shall apply.
- (16) Buildings and structures that are located in more than one flood hazard area shall comply with the provisions associated with the most restrictive flood hazard area.
- (17) Fill is prohibited in the SFHA, including construction of buildings on fill. This includes not approving Conditional Letters or Letters of Map Revision - Based on Fill (CLOMR-F or LOMR-F).

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:

- (1) *Residential construction.* New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation, as defined in section 9-5 of this chapter.
- (2) *Non-residential construction.* New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in section 9-5 of this ordinance. Structures located in Zones A, AE, AH, AO, and A1-30 A99 may be floodproofed to the Regulatory Flood Protection Elevation (RFPE) in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with

subsection 9-72(2). A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in subsection 9-46(3), along with the operational plan and the inspection and maintenance plan.

(3) *Manufactured homes.*

(a) ~~New and replacement manufactured homes are prohibited in all A, AE, AO, and A1-30 Zones.~~

New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the Regulatory Flood Protection Elevation (RFPE), as defined in section 9-5 of this ordinance.

(b) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the Commissioner of Insurance pursuant to NCGS 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.

(c) All enclosures or skirting below the lowest floor shall meet the requirements of section 9-67(4).

(db) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with and approved by the Floodplain Administrator and the local Emergency Management Coordinator.

(4) *Elevated buildings.* Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor:

- a. Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;
- b. Shall not be temperature-controlled or conditioned;
- eb. Shall be constructed entirely of flood-resistant materials at least to the regulatory flood protection elevation; and
- de. Shall include, ~~in zones A, AO, AE, and A1-30,~~ flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:
 1. A minimum of two flood openings on different sides of each enclosed area subject to flooding;
 2. The total net area of all flood openings must be at least one square inch for each square foot of enclosed area subject to flooding;
 3. If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;

4. The bottom of all required flood openings shall be no higher than one foot above the adjacent grade;
5. Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and
6. Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

(5) *Additions/improvements.*

- a. Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 1. Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.
 2. A substantial improvement, with modifications/rehabilitations/improvements to the existing structure or the common wall is structurally modified more than installing a doorway, both the existing structure and the addition must comply with the standards for new construction. ~~A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.~~
- b. Additions to pre-FIRM or post-FIRM structures with no modifications to the existing structure other than a standard door in the common wall shall require only the addition to comply with the standards for new construction.
- c. Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 1. Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction.
 2. A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

d. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a one (1) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the one (1) year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. Substantial damage also means flood-related damage 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.

(6) *Recreational vehicles.* Recreational vehicles shall either:

- a. Temporary Placement ~~Be on-site for fewer than 180 consecutive days and 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); or~~
 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.

(9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

- (a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
- (b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;
- (c) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 9-67 of this ordinance shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
- (d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
 1. At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(10) Other Development.

- (a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Article 5, Section F of this ordinance.
- (b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.
- (c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that

encroach into regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.

- (d) Commercial storage facilities are not considered "limited storage" as noted in this ordinance, and shall be protected to the Regulatory Flood Protection Elevation as required for commercial structures.

Sec. 9-71. 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. A Letter Of Map Revision (LOMR) must also be obtained ~~upon~~ within six months of completion of the proposed encroachment.
- (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).

Sec. 9-72. Standards for areas of shallow flooding (zone AO).

Located within the special flood hazard areas established in section 9-22, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to sections 9-66 and 9-67, all new construction and substantial improvements shall meet the following requirements:

- (1) The reference level shall be elevated at least as high as the depth number specified on the flood insurance rate map (FIRM), in feet, plus a freeboard of two feet, above the highest adjacent grade; or at least four feet above the highest adjacent grade if no depth number is specified.
- (2) Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in subsection 9-72(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with subsections 9-46(3) and 9-67(2).

- (3) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Sec. 9-73. Standards for areas of shallow flooding (zone AH).

Located within the Special Flood Hazard Areas established in section 9-22, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to sections 9-66 and 9-67, all new construction and substantial improvements shall meet the following requirements:

Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Secs. 9-743—9-88. Reserved.

ARTICLE VI. LEGAL STATUS PROVISIONS

Sec. 9-89. Effect on rights and liabilities under the existing flood damage prevention ordinance.

This ordinance in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted February 27, 1978 as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of the City of Lenoir enacted on February 27, 1978, as amended, which are not reenacted herein are repealed.

Sec. 9-90. Effect upon outstanding floodplain development permits.

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the floodplain administrator or his or her authorized agents before the time of passage of this chapter; provided, however, that when construction is not begun under such outstanding permit within a period of six months subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this chapter.

SECTION 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.

Article VII. EFFECTIVE DATE.

This ordinance shall become effective upon adoption.

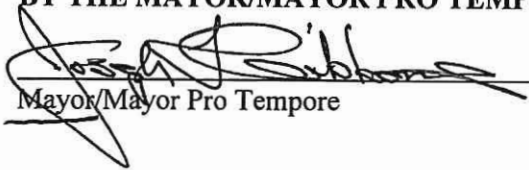
Article VIII. ADOPTION CERTIFICATION.

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 5th day of March, 2024.

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, the 22nd and 29th day of February, 2024.

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 5th day of March, 2024

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


Mayor/Mayor Pro Tempore

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


City Clerk

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CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1951

SEAL

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Request Council approve the FY2024 Annual Audit Contract/Non-Contest Services for the City of Lenoir as submitted b C. Randolph CPA, PLLC and S. Eric Bowman, PA

II. Background Information:

Request Council approve the FY2024 Annual Audit Contract/Non-Contest Services for the City of Lenoir as submitted by C. Randolph CPA, PLLC for audit services at \$14,850 and as submitted for S. Eric Bowman, PA, for non- attest services at \$38,000.

Staff Recommendation:

Approve as requested

III. Reviewed by:

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

The	Governing Board City Council
of	Primary Government Unit City of Lenoir
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name C. Randolph CPA, PLLC
	Auditor Address 560 Beaver Creek School Rd., West Jefferson, NC 28694

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.
- All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.
28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:
- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
 - b) the status of the prior year audit findings;
 - c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
 - d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.
29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification). #26

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐ Auditor ☐ Governmental Unit ☒ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

S. Eric Bowman

CPA

sericbowmanpa@bellsouth.net

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	City of Lenoir
Audit Fee (financial and compliance if applicable)	\$ 14,850
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 14,850

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
C. Randolph CPA, PLLC	
Authorized Firm Representative (typed or printed)*	Signature*
Cynthia D. Randolph	
Date*	Email Address*
2/15/2024	cindy@crandolphcpa.com

GOVERNMENTAL UNIT

Governmental Unit*	
City of Lenoir	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	✓
Mayor/Chairperson (typed or printed)*	Signature*
Joseph L. Gibbons	✓
Date	Email Address*
✓	josephlgibbons@yahoo.com

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 14,850
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Donna Bean	✓
Date of Pre-Audit Certificate*	Email Address*
✓	✓

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT

C. Randolph CPA, PLLC
Certified Public Accountant
560 Beaver Creek School Rd.
West Jefferson, North Carolina 28694
Phone: (336) 846-3211
Fax: (336) 846-1142

To the Honorable Mayor, City Council and Finance Director

City of Lenoir

PO Box 958

Lenoir, NC 28645

We are pleased to confirm our understanding of the services we are to provide for City of Lenoir for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Lenoir as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Lenoir's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Lenoir's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Changes in Total Pension Liability – Law Enforcement Officers' Special Separation Allowance
- 3) Schedule of Total Pension Liability as a Percentage of Covered Payroll
- 4) Proportionate Share of Net Pension Liability (Asset)
- 5) City of Lenoir's Contributions – Local Government Retirement System
- 6) Schedule of Changes in Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies City of Lenoir's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of Expenditures of Federal and State Awards.
- 2) Combining and Individual Fund Schedules

3) Schedules of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Schedule of Ad Valorem Taxes Receivable
- 2) Analysis of Current Tax Levy – City-Wide Level
- 3) Schedule of Cash and Investment Balance
- 4) Capital Assets Used in the Operation of Governmental Funds
- 5) Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Lenoir's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Lenoir's major programs. For federal and state programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Lenoir's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of City of Lenoir in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal and state awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also

responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal and state awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on October 15, 2024.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

SmartVault portal is used solely as a method of exchanging information and is not intended to store city of Lenoir's information. At the end of the engagement, C. Randolph CPA, PLLC will provide City of Lenoir with a copy (in an agreed-upon format) of deliverables and data related to the engagement from the SmartVault portal. For multi-year engagements, this exchange will occur annually.

Upon completion of the engagement, data and other content will either be removed from the SmartVault portal or become unavailable to C. Randolph CPA, PLLC within a reasonable time frame. For multi-year engagements, completion of the engagement occurs when the deliverables are completed for that year.

We understand that your employees will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of C. Randolph CPA, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Local Government Commission or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of C. Randolph CPA, PLLC personnel. Furthermore, upon request, we may provide

copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Local Government Commission. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Cynthia D. Randolph is the engagement CPA and is responsible for supervising the engagement and signing the reports.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$14,850. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and City Council of City of Lenoir.

We will make reference to Lowdermilk Church & Co., LLP's audit of City of Lenoir ABC Board in our report on your financial statements.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Lenoir and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2021 peer review report accompanies this letter.

Very truly yours,

A handwritten signature in black ink, reading "Cynthia D. Randolph". The signature is fluid and cursive, with the first name "Cynthia" being the most prominent part.

Cynthia D. Randolph, CPA

RESPONSE:

This letter correctly sets forth the understanding of City of Lenoir.

Management signature: ✓ _____

Title: ✓ _____

Date: ✓ _____

Governance signature: ✓ _____

Title: ✓ _____

Date: ✓ _____



Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

To the Owner of C. Randolph CPA, PLLC and the
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of C. Randolph CPA, PLLC (the firm) in effect for the year ended October 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of C. Randolph CPA, PLLC in effect for the year ended October 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. C. Randolph CPA, PLLC has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

December 13, 2021

Raleigh
4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 782 9265 FAX

Durham
3500 Westgate Drive
Suite 203
Durham, North Carolina 27707

919 354 2584
919 354 2584 FAX

Pittsboro
579 West Street
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 6000 FAX

Smithfield
212 East Church Street
Post Office Box 2348
Smithfield, North Carolina 27577

919 934 1121
919 934 1121 FAX

S. Eric Bowman, P.A.

CERTIFIED PUBLIC ACCOUNTANT

403 South Green Street
P.O. Box 1476
Morganton, NC 28680-1476
Telephone (828) 438-1065
Fax (828) 438-9117

City of Lenoir
Lenoir, North Carolina

We are pleased to confirm our understanding of the non attest services we are to provide City of Lenoir for the year ending June 30, 2024. Our responsibility will include the following:

- 1) Making year end journal entries to the accounts.
- 2) Adjust balance sheet accounts for each fund
- 3) Provide copies of all work papers to Auditors on work that we perform
- 4) Prepare draft Financial Report including grant schedule

We will not provide any audit services. All audit services plus report preparation changes will be provided by your auditors.

Your Auditors will be responsible for the following:

- 1) Any changes to the draft financial report
- 2) Preparation of workbook which goes to the LGC along with the final audit report
- 3) Preparation of AFIR
- 4) Preparation of Data Collection Form
- 5) Assistance with other information required by the GFOA

Our fees for our services will be a contract amount of \$38,000.

We appreciate the opportunity to be of service to City of Lenoir and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign in the area below and return this letter to us.

Very truly yours,


S. Eric Bowman, P.A.
Certified Public Accountant

Scott Hildebran

Title

Date

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Lenoir Greenway: Municipal Agreement for BL-0065 for NCDOT LAP (Locally Administered Project) Funding

II. Background Information:

The City of Lenoir applied for and received a LAP funding grant for the design and construction of a Multi-Use Path from the East Harper Lenoir Greenway Connector to Harper Avenue and from Harper Avenue and NC 18 / Morganton Blvd SW to the Broyhill Walking Park and along Norwood Street SW to Mulberry Park. The estimated extension of the multi-use path is 7,218.03'- or 1.36-miles connecting public greenway to two City Parks (Broyhill Walking Park and Mulberry Park). Federal funds available for this project are \$1,734,400.00 with a 20% non-federal match or \$433,600.

*Please note that the 20% non-federal match or \$433,600 for the project has already been set aside.

III. Staff Recommendation:

Staff recommends approval of agreement with NCDOT in order to allow staff to move forward with the project.

IV. Reviewed By:

City Attorney:

Public Works/Public Utilities Director: JH

City Manager:

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: City of Lenoir

County: Caldwell

TIP: BL-0065

Project: Lenoir Greenway

Scope: Design and construction of a Multi-Use Path from the East Harper Lenoir Greenway Connector to Harper Avenue and from Harper Avenue and NC 18 / Morganton Blvd SW to the Broyhill Walking Park and along Norwood Street SW to Mulberry Park. The estimated extension of the multi-use path is 7,218.03'- or 1.36-miles connecting public greenway to two City Parks (Broyhill Walking Park and Mulberry Park).

Eligible Activities:

PE	50627.1.1	Design
		Environmental
ROW	50627.2.1	ROW Acquisition
		Utility Relocation
CON	50627.3.1	Construction
OTHER	_____	
FEDERAL-AID	5062701	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STP-DA	\$1,734,400	80 %	\$433,600	20 %
Total Available Funding		\$2,168,000		

Responsibility: The City of Lenoir shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

CALDWELL COUNTY

DATE: 3/4/2024

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: BL-0065

AND

WBS Elements: PE 50627.1.1

ROW 50627.2.1

CITY OF LENOIR

CON 50627.3.1

OTHER FUNDING:

FEDERAL-AID NUMBER: 5062701

CFDA #: 20.205

Total Funds [NCDOT Participation] \$1,734,400

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Lenoir, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Lenoir Greenway, hereinafter referred to as the Project, in Caldwell County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$1,734,400 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of Design and construction of a Multi-Use Path from the East Harper Lenoir Greenway Connector to Harper Avenue and from Harper Avenue and NC 18 / Morganton Blvd SW to the Broyhill Walking Park and along Norwood Street SW to Mulberry Park. The estimated extension of the multi-use path is 7,218.03'- or 1.36-miles connecting public greenway to two City Parks (Broyhill Walking Park and Mulberry Park).

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is STBG-DA. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 80% of eligible expenses incurred by the Municipality up to a maximum amount of One Million Seven Hundred Thirty Four Thousand Four Hundred Dollars (\$1,734,400), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total available funding.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
STBG-DA	\$1,734,400	80%	\$433,600	20%
Total Available Funding		\$2,168,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside, but is not limited to, ten percent (10%) of the total available funding, or \$216,800, to use towards the costs related to review and oversight of this Project. These costs may include but are not limited to: review and approval of plans, environmental documents, contract proposals, and engineering estimates; performance of any phase of work, for example, contract administration or construction engineering and inspection; oversight of any phases; or any other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the total available funding.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department may allow up to three additional months for submission of final reimbursement package by the Municipality, without entering into a supplemental agreement. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64.31; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional

Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4,

incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B

and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Lenoir Greenway, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the

Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

▪ **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

▪ **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

▪ **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$1,734,400 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the total available funding.

▪ **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

▪ **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the

Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the

Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

CITY OF LENOIR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of Lenoir

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

CITY OF LENOIR COUNCIL ACTION FORM

- I. Agenda Item:** Consideration of resolution in support of a NC Commerce Rural Downtown Economic Development Grant Application for a Pavilion at The Campus/Overmountain Victory Trail Connector and Commitment of a Local Match
- II. Background Information:** The NC Department of Commerce - Rural Economic Development Division, as authorized under N.C.G.S 143B-472.127, administers grants to local government units awarded by the Rural Infrastructure Authority to support downtown revitalization/economic development activity. The program gives priority to projects located in the 80 most distressed counties in the state, and local units of government working with the Rural Economic Development Division's NC Main Street & Rural Planning Center.

The City of Lenoir has need for and intends to utilize funds to construct an Overmountain Victory Trail Pavilion on The Campus and an Overmountain Victory Trail Connector to The Campus to support downtown revitalization and economic development initiatives that are intended to help local governments grow and leverage downtown districts as assets for economic growth, economic development, and prosperity.

As you are aware, the recent adoption of the Lenoir Downtown Master Plan recommends several capital improvements on The Campus, including the construction of an Overmountain Victory Trail Pavilion and enhanced access to the Overmountain Victory Trail. Late last month, the City has retained Maurer Architecture LLC to oversee the redevelopment of The Campus in downtown Lenoir.

In furtherance of this effort, the City intends to request funding assistance of \$850,000 from the North Carolina Department of Commerce from its Rural Downtown Economic Development Grants Program for the project. The grant requires a commitment of a 5% local cash match for the project or \$42,500.

- III. Staff Recommendation:** Recommend adoption of the resolution in support of a NC Commerce Rural Downtown Economic Development Grant for a Pavilion at The Campus/Overmountain Victory Trail Connector and a Commitment of a 5% Local Match.

IV. Reviewed By:

City Attorney:

Main Street Director: KH/BF

City Manager: SH

AUTHORIZING RESOLUTION BY CITY OF LENOIR

for the

North Carolina Department of Commerce

Rural Downtown Economic Development Grants Program

“The Campus Project”

WHEREAS, The North Carolina General Assembly has authorized funds to stimulate economic development and job creation; and

WHEREAS, the Rural Economic Development Division, as authorized under N.C.G.S 143B-472.127, administers grants to local government units awarded by the Rural Infrastructure Authority to support downtown revitalization/economic development activity. And, the program gives priority to projects located in the 80 most distressed counties in the state, and local units of government working with the Rural Economic Development Division’s NC Main Street & Rural Planning Center; and

WHEREAS, the City of Lenoir has need for and intends to utilize funds to construct an Overmountain Victory Trail Pavilion on The Campus and an Overmountain Victory Trail Connector to The Campus to support downtown revitalization and economic development initiatives that are intended to help local governments grow and leverage downtown districts as assets for economic growth, economic development, and prosperity; and

WHEREAS, the City intends to request funding assistance of \$850,000 from the North Carolina Department of Commerce from its Rural Downtown Economic Development Grants Program for the project.

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

That the City is in full support of the application and the project, and

That the City commits to a local cash match of at least 5% of the grant amount to be used for the project, and

That the City has substantially complied or will substantially comply with all State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto, and that Scott Hildebran, City Manager, is authorized to execute any additional documents pertaining to the grant application as requested by the North Carolina Department of Commerce.

Adopted this the 19th day of March 2024.

ATTEST:

Joseph H. Gibbons, Mayor

Shirley M. Cannon, City Clerk, MMC, NCCMC

(Seal)

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Project Bid Award for the Splash Pad to be built at the Rotary Soccer Complex at 1050 Zack Fork Road.

II. Background Information:

The City of Lenoir Parks and Recreation was awarded a PARTF grant in October of 2022 in the amount of \$500,000.00 and the City approved matching the grant utilizing ARPA funds in the amount of \$590,375.00 for a total project cost of \$1,090,375.

The project will fund much needed upgrades and renovations at the LAFC and the Rotary Soccer complex. Some of the updates include a splash pad at the Rotary Soccer Complex, a complete renovation of the locker rooms, new flooring throughout the building, including the pool deck, new LED lighting, and a new decktron system to reduce the moisture inside the building. There are also plans to build a picnic shelter and some playground equipment at the Rotary Soccer complex.

Phase 1 of the project entails a splash pad being built at the Rotary Soccer Complex.

The project was put out to bid on 1/31/24 with a closing date of 2/26/24. The bid tab as well as the engineer's recommendation and the recommended bid are attached.

III. Staff Recommendation:

Following a review of bids received for this contract, McGill and City staff recommends awarding the bid to Barrs Recreation. The total contract value for the project will be \$296,231.25.

IV. Reviewed by:

City Attorney: _____

Parks and Recreation Director: *Phil Harper*



March 8, 2024

Mr. Phillip Harper, Parks and Recreation Director
City of Lenoir
720 Mulberry Street SW
Lenoir, North Carolina 28645

RE: Review of Proposals
Zacks Fork Splash Pad
City of Lenoir North Carolina

Dear Mr. Harper:

Following our review of submitted proposals for the referenced project on March 8, 2024, we concur with your assessment that the proposal from Barrs Recreation appears to best fit the intent of the request for proposals (RFP).

In summary, four (4) proposals were received for construction of a new splash pad at the City of Lenoir's Zacks Fork Soccer Complex. The proposal from Barrs Recreation in the amount of \$296,231.25 appears to include all multidisciplinary work required to complete the facility and meets the project schedule by offering completion for anticipated use in Summer 2024.

In consideration of all factors, including but not limited to turnkey delivery, project scheduling, relevant experience, and cost, we recommend awarding the contract to Barrs Recreation. In addition, we also recommend establishing a project contingency fund in the amount of \$14,812.00 (5% of the contract amount) for unforeseen issues that may arise during construction.

Thank you for the opportunity to assist the City of Lenoir with this much-anticipated project. Please contact us if you have any questions.

Sincerely,
MCGILL ASSOCIATES, P.A.

Jared Wright
Project Manager



BID TAB

Public Bid Opening
1050 Zach Fork Road
City of Lenoir
March 3rd 2024

Contractor	Bid Security	Bid Price
Vortex	Yes	\$272,681.15 *
Barrs Recreation	Yes	\$296,231.25
Carolina Parks and Play	Yes	\$344,705.36
Aquatic Construction	Yes	\$348,900.00

*Did not meet specs

Phil Harper Jr.
Recreation Director



36 Diane Street
Pittsboro, NC 27312

Quotation

Date	Estimate #
2/29/2024	17658

Name / Address
Lenoir Parks and Rec PO Box 958 Lenoir, NC 28645

Terms	Rep	Project
Due Upon Complet...	AKB	

Item	Description	Qty	U/M	Rate	Total
Service Installation	Custom splashpad design as shown in documents Installation of your commercial equipment completed in a prepared site that is level within 2% grade and has a surface of compacted soil only. An owner representative must be on site when the install crew arrives to confirm layout of the equipment. In atypical soil situations where rock/concrete are encountered such that a rock hammer or other heavy equipment is needed to complete the job, additional fees will be discussed. **Unless otherwise indicated, this does not include Permit Fees			140,000.00 130,000.00	140,000.00T 130,000.00T
Freight	Installation of a splashpad with concrete pad, nozzles, piping, water connection, controller, drain to sewer, concrete sidewalk, and related appurtenances. Final surface restoration shall be accomplished through permanent seeding and mulching of disturbed areas Freight - This price is good for 30 days from the date of this estimate, and must be re-calculated if your order is placed after that time frame.			7,500.00	7,500.00T
811	1)811 Locate is ordered by Barrs Recreation prior to each job that requires digging. 811 can only mark public utility lines. It is the responsibility of the Purchaser to clearly mark all private lines before we arrive to the site. Barrs Recreation is not responsible for damage to unmarked private lines. Unmarked private lines could result in additional installation fees.	1	ea	0.00	0.00

All purchases subject to a 8 - 10 week delivery schedule (dependant on manufacturer), unless otherwise noted. This quote is valid for 30 days. Payment terms are issuance of a PO, or 50% deposit with order, balance due upon delivery (or completion of installation if we are providing that service). To accept this quotation, please sign and date on line below, and fax to (919) 781-5779 Thank you for your consideration.
If an order is cancelled after production begins, there will be a 35% re-stocking fee

Subtotal

Sales Tax (6.75%)

Total

Phone #	Toll Free Phone	E-mail	Web Site
919-781-4870	800-909-PLAY	info@barrsrec.com	www.barrsrec.com



36 Diane Street
Pittsboro, NC 27312

Quotation

Date	Estimate #
2/29/2024	17658

Name / Address
Lenoir Parks and Rec PO Box 958 Lenoir, NC 28645

Terms	Rep	Project
Due Upon Complet...	AKB	

Item	Description	Qty	U/M	Rate	Total
Security	Barrs Recreation does not take responsibility for, nor provide overnight security on your job site. Caution tape or Orange mesh safety fence surrounding the area will be provided. If you have needs beyond this measure a quote can be provided to you. Barrs Recreation will not be responsible for theft or damage that may happen on the site while our crew is not present.			0.00	0.00T
Delay of Instal...	Barrs Recreation will work with the customer to establish an installation schedule. If the site is not ready at the agreed upon date, the customer is required to pay for the equipment and freight within 10 working days. Additional customer fees will be generated if our crew off-loads the equipment and/or if the equipment cannot be safely stored at your facility.	1	ea	0.00	0.00T
Hub 1	Barrs Recreation – certified with the North Carolina Department of Administration as a Minority and Women Business Enterprises (MWBE) Historically Underutilized Business (HUB) and listed in the Statewide Uniform Certification (SWUC) Program database.			0.00	0.00

All purchases subject to a 8 - 10 week delivery schedule (dependant on manufacturer), unless otherwise noted. This quote is valid for 30 days. Payment terms are issuance of a PO, or 50% deposit with order, balance due upon delivery (or completion of installation if we are providing that service). To accept this quotation, please sign and date on line below, and fax to (919) 781-5779 Thank you for your consideration.

If an order is cancelled after production begins, there will be a 35% re-stocking fee

Subtotal \$277,500.00

Sales Tax (6.75%) \$18,731.25

Total \$296,231.25

Phone #	Toll Free Phone	E-mail	Web Site
919-781-4870	800-909-PLAY	info@barrsrec.com	www.barrsrec.com

MEMORANDUM

To: Bidding Contractors

From:

Date: 1/31/ 2024

Subject: Zacks Fork Park Splash pad

Thank you for your interest in bidding on this project. The attached plan sheet includes layout and details for the purpose of bidding the project. The project can generally be described as follows:

Installation of a splash pad with concrete pad, nozzles, piping, water connection, controller, drain to sewer, concrete sidewalk, and related appurtenances.

Final surface restoration shall be accomplished through permanent seeding and mulching of disturbed areas.

The Contractor shall provide a certificate of insurance, naming the City of Lenoir as an additional insured, with the following minimum coverages:

Workman's Compensation	Statutory
Comprehensive Automobile Liability	\$1,000,000 each for Bodily Injury and Property Damage
Comprehensive General Liability	\$1,000,000 each for Bodily Injury and Property Damage
Umbrella Liability	\$5,000,000

The City of Lenoir intends to award this project soon after the bids are received but requires the bid to be valid for 30 days. Consequently, the Contractor shall complete all elements of work related to this project by 7/3/24 including delivery time.

The Contractor agrees to pay the City Liquidated Damages in the amount of **\$500** for each and every calendar day the work is not complete beyond the contract date of completion.

Bidding Contractors are asked to submit a bid proposal on company letterhead to Phil Harper (email Phil.harper@ci.lenoir.nc.us) **by 5:00 pm on Sunday, 3/3/2024**.

Bid proposals shall be on company letterhead and contain a lump sum amount for the project.

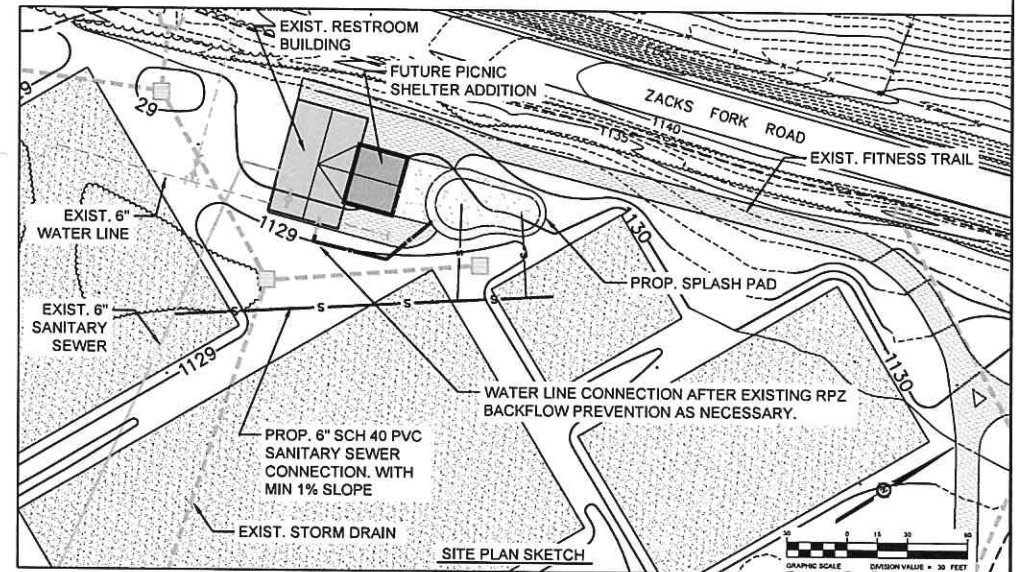
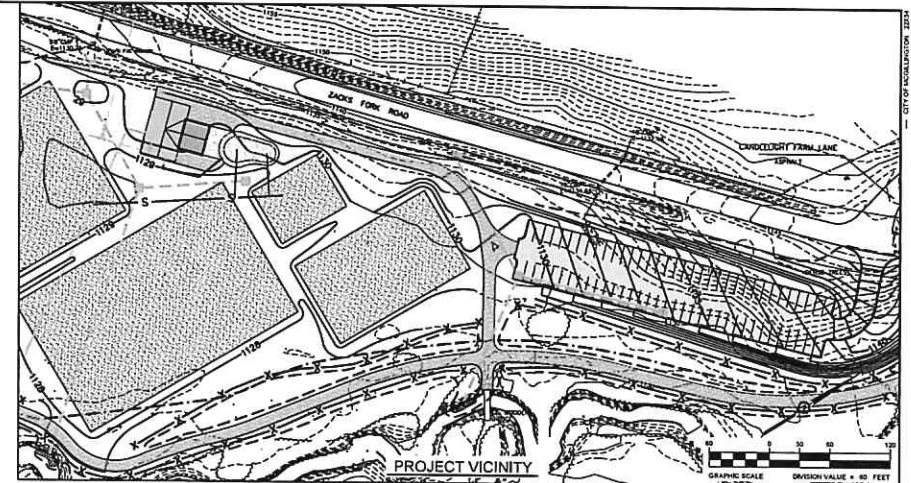
The bid proposal shall also contain the bidder's proposed construction schedule and duration, which will be considered as part of the bid evaluation.

Questions related to this bid must be submitted in writing to Phil Harper prior to **5:00 pm Monday 2/26/23** to receive consideration.



SPLASH PAD - CROSS SECTION
REVISED FOR THIS PROJECT (M.T.S.)

SPLASH PAD NOZZLES:



ZACKS FORK
SPLASH PAD
CITY OF LENOIR
CALDWELL COUNTY, NORTH CAROLINA



February 8, 2024

Mr. Phillip Harper, Parks and Recreation Director
City of Lenoir
720 Mulberry Street SW
Lenoir, North Carolina 28645

RE: Revised Splash Pad Exhibit
Zacks Fork Splash Pad
City of Lenoir North Carolina

Dear Mr. Harper:

Attached for your review, and distribution to interested parties, please find the revised splash pad exhibit for the proposed Zacks Fork Splash Pad project.

Per our previous conversation, revisions include the following:

- The reference to a maximum gallons per minute (GPM) for full system use has been removed. This was necessary due to concerns from vendors regarding the full use of all ground features with the original reference to 80 GPM.
- The proposed water supply line size has been increased to 4-inch, and the connection to the existing line has been relocated to the western side of the existing building. The proposed 4-inch service line will now connect to an existing 6-inch line in this location. Additionally, the proposed 4-inch service line will require installation of an above ground 4-inch RPZ (as noted on the revised exhibit). This unit should be installed in an insulated enclosure with heat trace wiring for freeze prevention.

Following your review, please distribute the revised exhibit to all parties holding a set of bidding documents. Please let us know if you have any questions.

Sincerely,
MCGILL ASSOCIATES, P.A.

Jared Wright
Project Manager

Enclosures

Board Announcement

Lenoir Tourism Development Authority (LTDA)

Kimberly Edmisten

***This board recommendation will be presented to City Council at the April 2, 2024 meeting for their consideration of approval.**