AGENDA

CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, JANUARY 7, 2025
6:00 P.M.

I. CALL TO ORDER

A. Moment of Silence & Pledge of Allegiance

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

A. Contiguous Annexation Petition; 1829 Blowing Rock Boulevard: A public hearing will be held to consider a Contiguous Annexation Petition submitted by Austin Northern, applicant and by Ordinance for property located at 1829 Blowing Rock Boulevard (US-321), NCPIN #2840657903. This 4.07 acre parcel is located within the City of Lenoir's Extra-Territorial Jurisdiction (ETJ), zoned as Rural Residential (R-R), and is contiguous with the Lenoir City limits. Staff recommends adoption of the Ordinance to Extend as submitted. The owner has also applied for a rezoning to B-2. Staff has reviewed and supports the contiguous annexation petition.

B. Rezoning; 1829 Blowing Rock Boulevard: A public hearing will be held to consider a rezoning request submitted by Austin Northern, applicant to rezone the subject property of 4.07 acres, NCPIN#2840657903 and located at 1829 Blowing Rock Boulevard from R-R (Rural Residential) to B-2 (General Business) to allow for a commercial development and/or flexibility for residential. Staff and the Planning Board has reviewed and supports this rezoning request. Staff further recommends adoption of the proposed rezoning based on the following consistency statement:

The proposed rezoning change is consistent with the Comprehensive Plan's policy concepts to revitalize under-utilized and vacant properties. The Future Land Use Map identified the subject property as a "Future Commercial Site" surrounded by other properties categorized as future commercial sites in the ETJ. Annexing this property into the City limits would expand business opportunities and provide essential services to residents as the applicant has proposed.

C. Special Use District; 2550 Hickory Boulevard: A quasi-judicial public hearing will be held to consider a Special Use District request for property located at 2550 Hickory Boulevard, NCPIN#2758140788 and NCPIN#2767091392 for construction of a 165-foot monopole wireless communication tower and associated ground equipment on a 3,600 square foot leased portion of the subject property with the following eight (8) conditions:

1. Approval of this special use permit request is only valid for the development of the proposed communications tower as shown on the submitted plans. Future modifications to allow for the co-location of additional service providers are allowed, provided such modifications do not increase the height of the tower, or change the design of the tower to anything other than a monopole design.
2. The applicant must maintain the minimum liability coverage required by Sec. 910.2 in full force and effect until such time as all above-ground portions of the facility have been removed and all other conditions of the Maintenance & Removal Agreement have been satisfied.

3. All above-ground portions of the communication tower must be removed within 90 days of the cessation of operations, or the facility may be removed by the City as provided in the applicant's Maintenance/Removal Agreement by the City. The costs of removal will be recovered from the applicant's bond or other security.
4. The applicant shall continue the $10,000 bond or other security until such time as the facility has been removed and all other requirements of its Maintenance/Removal Agreement have been satisfied.
5. No advertising logo is permitted on the tower.
6. The facility must remain an unmanned facility, with occasional on-site checks for operational purposes by staff.
7. Valid permits must be obtained for this project and all construction must meet the requirements of the City of Lenoir Code of Ordinances, the North Carolina State Building Code, the North Carolina State Fire Code, and any other federal, state, or local regulation that applies.
8. If a building permit has not been issued within 24 months of the adoption of the Special Use Permit, the approval shall be considered null and void.

D. Zoning Ordinance Amendment: A public hearing will be held to consider a proposed Zoning Ordinance Amendment permitting "Cultural and Community Facilities, Churches, Synagogues, Mosques" by right in industrial districts, and offers the following consistency statement: The proposed zoning ordinance amendment is consistent with the Lenoir Comprehensive Plan because it results in sensible and straightforward zoning standards. This text amendment aligns the land-use impacts of permitted uses with the appropriate zoning district. The proposed amendment is reasonable and in the public interest because it aligns local zoning ordinance with federal law. Staff and the Planning Board has reviewed and supports the zoning ordinance amendment.

E. Zoning Ordinance Amendment; Beach Bingo: A public hearing will be held to consider a proposed Zoning Ordinance Amendment regarding Beach Bingo. Beach Bingo is defined in N.C.G.S. §14-309.6 as bingo games which have prizes of ten dollars ($10.00) or less or merchandise that is not redeemable for cash and that has a value of ten dollars ($10.00) or less. The Planning Board has reviewed and supports the zoning ordinance amendment.

As background information, in Appeals Case AP 1-24, the Board of Adjustment determined that due to the $10 cash reward, "beach bingo" falls under Adult Gaming Establishment as a land use and is required to meet the Performance Standards in Section 611 of the Lenoir Zoning Ordinance. The performance standards include separation distances from residential districts, churches, parks, schools, addiction treatment facilities, and other sensitive uses (see enclosed copy of Section 611, as well as definitions of gaming in the Lenoir Zoning Ordinance.)

Applicants Amanda Moser and Rochelle Dula have proposed to exclude Beach Bingo from Adult Gaming Establishment and to allow it wherever Indoor Recreation is allowed.

III. CONSENT AGENDA ITEMS

A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, December 3, 2024 as submitted.
B. Closed Session Minutes: Approval of the closed session minutes of Tuesday, December 3, 2024 as reviewed by the City Council, City Manager and City Attorney.

C. Bid Award; Construction Contract: Staff recommends awarding the modified procurement and installation contract for the Mulberry Recreation Center Playground Improvements project to Barrs Recreation. Barrs Recreation is the lowest, responsive, responsible bidder for the selected options, is appropriately licensed to perform the work, specializes in recreational equipment sales and installation, and has a history of successful projects with the City of Lenoir. The contract amount for the selected options will be $70,108.48.

D. Master Services Agreement; McGill Associates, PA: Staff recommends execution of a Master Services Agreement with McGill Associates, P.A., for civil engineering services related to the Campus Improvements Project (Auditorium/Gymnasium and OVT Pavilion site).

E. Kenwood VM5930 Mobile (In-car) Radios: Lenoir Police Department Staff recommends approval of purchasing (43) Kenwood VM5930 Mobile In-car Radios at its promotional price of $135,622.00 from the approved vendor High Country Communications by utilizing funding from lapsed salaries due to staffing changes and open positions as well as utilizing federal forfeiture funds to purchase budgeted capital items. Note: This purchase will ensure compliance with P25 Phase 2 Viper Radio requirements by the recognized deadline of July 1, 2025. Additional background information is available on the submitted Council Action Form.

F. Purchase of K9s: Lenoir Police Department Staff recommends the purchase of (2) single purpose K9's at a cost of $15,000.00, and (1) dual purpose police K9 at a cost of $9,000.00 from vendors High Drive K-9 and Cedar Creek Kennels. Note: Federal Asset Forfeiture funds will be utilized for this purchase. Additional background information is available on the submitted Council Action Form.

G. Policy Addition - Personnel Resolution, Employee Handbook and a Resolution that prohibits the viewing of pornography on government networks and devises: Pursuant to House Bill 971/North Carolina General Statue §143-805 which requires all public agencies to adopt a policy that prohibits the viewing of pornography on government networks and devices, Staff recommends City Council approval of the addition to the policy in the Personnel Resolution and Employee Handbook and approval of a Resolution that prohibits the viewing of pornography on government networks and devices as recommended. Note: Additional background information is included on the submitted Council Action Form.

H. Resolution; Yongla Joe Lo: Approval of a resolution for Corporal Yongla Joe Lo in honor and recognition of 7 years of dedicated and outstanding service to the Lenoir Police Department, City of Lenoir and its citizens. Corporal Lo has over 26 years of law enforcement service to include time with Glen Alpine, Hickory and Burke County.

I. Resolution; Surplus Property: Approval of a resolution to declare the following police weapon and police badge of Corporal Yongla Joe Lo, upon retirement, as surplus and no longer have any additional use to the City of Lenoir (Sig Sauer P-320 Pistol, Serial Number 58J478021) as per N.C.G.S §20-187.2 and as recommended by the Police Department.

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 calendar for the month of January will be provided to City Council listing various meetings and events.

2. Curbside Christmas tree pickup began the week of January 6 and will continue through January 31.
3. The ABC Board will meet on Thursday, January 16 at 2:00 p.m.
4. The Lenoir Business Advisory Board will meet on Thursday, January 9 at 6:00 p.m. on third floor of City Hall.
5. The City/County Services Committee will meet on Monday, January 13 at noon at CCC&TI.
6. The Economic Development Advisory Committee will meet on Tuesday, January 14 at 8:15 a.m. the J.E. Broyhill Civic Center.
7. The Parks and Recreation Advisory Board will not meet in January. The next meeting will be held on Monday, February 17, 2025 at 6:00 p.m. at Mulberry Recreation Center.
8. Loose leaf pickup continues in the City of Lenoir. Staff will make three passes by homes - one per month in November, December, and January, weather permitting. Residents should rake leaves into piles behind the curb or ditch line, and remove all bricks, rocks, sticks, or glass. Such items may cause personal injury to employees and damage equipment. The City provides this service at no extra cost to residents.
9. City offices will be closed on Monday, January 20 in observance of the Martin Luther King, Jr. Holiday.

B. Items for Council Action

1. Minimum Housing Ordinance; 205 Brixton Place SW: Staff recommends City Council adopt an Order of Abatement directing Staff to abate the minimum housing violations by demolishing the structure on the property of 205 Brixton Place SW, NCPIN #2758368855 and Parcel ID #09135216 as submitted.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

A. Voting Delegate; NCLM 2025-2026 Biennium Legislative Goals: City Council may designate Mayor Joe Gibbons to serve as the City of Lenoir's voting delegate for the North Carolina League of Municipalities' 16 proposed legislative goals. Each municipality casts a single vote by selecting 10 of the 16 proposed legislative goals so that cities and towns have a focused state and federal advocacy agenda for the 2025-2026 legislative biennium, which begins in January at the N.C. General Assembly. Note: Councilmember Jonathan Beal served on the legislative policy committee.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

CITY OF LENOIR

COUNCIL ACTION FORM: January 7, 2025

I. Agenda Item:

Public hearing for Annexation Petition A2-24.

Contiguous Annexation Petition; NCPIN 2757372928

II. Background Information:

City Council called for a public hearing to be held on Tuesday, January 7, 2025 to consider Annexation A2-24. This annexation petition is for property located at 1829 Blowing Rock Blvd. (US-321) NCPIN #2840657903. This parcel is within Lenoir's ETJ, zoned R-R, and is contiguous with the Lenoir City Limits. The property owner has applied for a rezoning to B-2. This was advertised in the News Topic on December 26 and January 2nd, and a sign was posted on the property on December 13th.

See attached annexation ordinance, and exhibits A & B for the legal description and survey of the property.

III. Staff Recommendation:

Approval of the petition for annexation on January 7, 2025.

IV. Reviewed by:

City Attorney: _____
Finance Director: _____

Planning Director: Hannah Williams _____

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF LENOIR, NORTH CAROLINA TO INCLUDE THE ENTIRE CALLIE & AUSTIN NORTHERN PROPERTY LOCATED AT BLOWING ROCK BLVD AND BLAIRS FORK RD, AS RECORDED IN DEED BOOK 2078, PAGE 1804 IN THE CALDWELL COUNTY REGISTRY.

WHEREAS, the Lenoir City Council has been petitioned under NCGS 160A-31, as amended, to annex the area described herein; and

WHEREAS, the Lenoir City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition, **A#2-24**; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held on the **January 7th, 2025** after due notice by publication on **December 26th, 2024 and January 2nd, 2025**; and

WHEREAS, the Lenoir City Council further finds that the area described therein meets the standards for contiguous annexation of NCGS 160A-31; and

WHEREAS, the Lenoir City Council does hereby find as a fact that said petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the Lenoir City Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the City of Lenoir and the area proposed for annexation will be best served by annexing the area described herein;

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Lenoir, North Carolina:

Section 1. By virtue of the authority granted by NCGS 160A-31, the contiguous territory described in “Exhibit A” and shown on survey map in “Exhibit B” is hereby annexed and made part of the City of Lenoir as of the **7th day of January, 2025.**

Section 2. Upon and after the **7th day of January, 2025** the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Lenoir and shall be entitled to the same privileges and benefits as other parts of the City of Lenoir. Said territory shall be subject to municipal taxes according to NCGS 160A-31(e).

Section 3. The Mayor of the City of Lenoir shall cause to be recorded in the office of the Register of Deeds of Caldwell County, and in the office of the Secretary of State of Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance.

Adopted this the 7th day of January, 2025. Effective the 7th day of January, 2025.

_____
Joseph L. Gibbons
Mayor

ATTEST:

_____
Shirley M. Cannon
City Clerk

APPROVED AS TO FORM:

_____
Timothy.J. Rohr
City Attorney

EXHIBIT A
Carroll to Northern

PARCEL ONE: (5.988 ACRES-PARCEL ID: 09201 I 20; PIN: 2840.11 65 7903)
1829 Blowing Rock Blvd, Lenoir, NC

BEGINNING on a point in the centerline of a bridge crossing Blair's Fork Creek, said bridge leading from the end of state maintenance of Blair's Fork Road (SR1525) to the property of Stephen D. Icenhour (Book 1111, Page 706), said point being the intersection of the center line of a twenty foot right-of-way leading from SR 1525 to the property of Stephen D. Icenhour (said right of way being described in Book 1111 Page 706) thence proceeding from said beginning point and with the centerline of Blair's Fork Creek as follows: North 48 degrees 37 minutes 43 seconds East 90.82 feet to a point; North 20 degrees 42 minutes 33 seconds East 51.19 feet to a point; North 67 degrees 14 minutes 38 seconds East 77.02 feet to a point; and North 49 degrees 10 minutes 11 seconds East 50.08 feet to a point in the centerline of Blair's Fork Creek; thence leaving Blair's Fork Creek and adjoining the Anita Hartley property (Book 645, Page 661), South 04 degrees 34 minutes 40 seconds West, passing a iron rod at 25.00 feet and continuing 32.59 feet for a total distance of 57.59 feet to a 3/4 inch new iron pipe; thence proceeding with the centerline of an old road and still adjoining the Anita Hartley property, North 68 degrees 28 minutes 49 seconds East 75.00 feet to a 3/4 inch new iron pipe; thence North 53 degrees 28 minutes 49 seconds East 40.00 feet to a point; thence North 36 degrees 58 minutes 53 minutes 49 seconds East 30.00 feet to a point; thence North 23 degrees 58 minutes 49 seconds East 28.00 feet to a point; thence North 02 degrees 28 minutes 49 seconds East 40.00 feet to a point; and North 10 degrees 31 minutes 11 seconds West 30.00 feet to a 3/4 inch new iron pipe located on the south side of U. S. Highway 321, South Bound lane; thence proceeding across U. S. Highway 321, North 53 degrees 28 minutes 40 seconds East 80.50 feet to a point in the north side of the north bound lane of U. S. Highway 321; thence proceeding along the northern portion of the north bound lane of U. S. Highway 321 for five (5) calls: South-40 degrees 31 minutes 11 seconds East 48.00 feet to a point; South-42 degrees 01 minutes 11 seconds East 50.00 feet to a point; South 44 degrees 31 minutes 11 seconds East 50.00 feet to a point; South 46 degrees 31 minutes 11 seconds East 50.00 feet to a point; and South 47 degrees 42 minutes 59 seconds East 49.70 feet to a point in the northern portion of the north bound lane of U. S. Highway 321; thence South 23 degrees 28 minutes 49 seconds West-40.70 feet to a point in the south bound lane of U. S. Highway 321; thence South 71 degrees 28 minutes-49 seconds West, passing a railroad spike at 21.07 feet and continuing 18.93 feet for a total distance of 40.00 feet to a 3/4 inch existing iron pipe on the south side of the south bound lane of U. S. Highway 321; thence South 37 degrees 28 minutes 49 seconds West 30.00 feet to a 3/4 inch existing iron pipe; thence North 77 degrees 01 minutes 11 seconds West 29.78 feet to a 3/4 inch existing iron pipe (which point is located South 35 degrees 51 minutes 27 seconds East 539.02 feet from NCGS "HARBOR", said iron pipe having the coordinates of North = 800,215.834 and East = 1,246,967.984) and continuing the same bearing 66.22 feet for a total distance of 96.00 feet to a 3/4 inch existing iron pipe; thence South 18 degrees 28 minutes 49 seconds West 121.70 feet to a 1 1/4 inch existing iron pipe; thence South 73 degrees 49 minutes 05 seconds East 198.22 feet to a hex rod, a common corner with the Wayne Wheeler, Sr., property (Book 1075, Page 156); thence adjoining the Wayne Wheeler Sr., property, South 29 degrees 10 minutes 51 seconds West 138.83 feet to a 1 ½ inch existing iron pipe; thence South 04 degrees 32 minutes 25 seconds West 23.69 feet to a 3/4 inch new iron pipe, a common corner with the Rodney H. Greene property (Book 909, Page 609); thence adjoining the Rodney H. Greene property for two (2) calls, North 86 degrees 12 minutes 35 seconds West 124.63 feet to a 3/4 inch new iron pipe; and South 11 degrees 47 minutes 25 seconds West 213.22 feet to an axle found in the Mack R. Berry (Book 688, Page 177) property; thence adjoining the northern boundary of Mack R. Berry, South 68 degrees 46 minutes 52 seconds West 294.55 feet to a concrete monument located on the east side of the Blair's Fork Road (SR 1525); thence crossing the Blair's Fork Road, North 63 degrees 53 minutes 46 seconds West 84.95 feet to a 3/4 inch new iron pipe and continuing the same bearing 15.00 feet for a total distance of 99.95 feet to a point in the centerline of Blair's Fork Creek; thence proceeding with the centerline of Blair's Fork Creek, North 23 degrees 22 minutes 18 seconds East 17.66 feet to a point, said point also being the intersection of the centerline of a 20 foot right-of-way proceeding from Blair's Fork Road crossing an existing bridge and intersecting with the centerline of Blair's Fork Creek as it passes under said bridge; thence continuing with the centerline of Blair's Fork Creek as follows: North 16 degrees 31 minutes 42 seconds East 92.79 feet to a point; North 03 degrees 04 minutes 13 seconds West 89.48 feet to a point; North 13 degrees 21 minutes 03 seconds West 82.86 feet to a point; North 03 degrees 51 minutes 17 seconds East 60.45 feet to a point; North 12 degrees 46 minutes 07 seconds East 36.28 feet to a point and North 24 degrees 00 minutes 04 seconds East 69.75 feet to the point of beginning containing a gross area of 5.988 acres, more or less, which includes 0.698 acres within the right-of-way of U. S. Highway 321, 0.468 acres within the right-of-way of SR 1525 and a net acreage of 4.822 acres as shown on a map entitled KATHY J. WALSH et al property, prepared by Western Carolina Surveyors, P.A., dated October 23, 1995.

Exhibit B

LINE	BEARING	DISTANCE
L1	N 18°41'52" E	31.90'
L2	N 14°14'41" E	55.55'
L3	N 08°09'20" E	25.06'
L4	N 01°02'07" E	21.38'
L5	N 02°37'22" W	9.08'
L6	N 06°23'42" E	31.32'
L7	N 03°37'57" W	11.31'
L8	N 36°03'01" W	14.53'
L9	N 03°14'40" E	18.89'
L10	N 19°23'07" W	28.20'
L11	N 04°04'49" E	92.06'
L12	N 09°08'11" E	22.01'
L13	N 16°34'48" E	33.49'
L14	N 06°14'13" E	23.51'
L15	N 19°34'47" E	30.27'
L16	N 19°49'22" E	14.41'
L17	N 38°30'10" E	19.74'
L18	N 81°55'10" E	18.50'
L19	N 49°02'17" E	20.68'
L20	N 21°27'39" E	11.66'
L21	N 11°57'13" E	13.60'
L22	N 06°57'35" E	7.04'
L23	N 34°31'46" E	2.76'
L24	N 68°42'38" E	19.86'
L25	N 60°29'15" E	27.96'
L26	N 20°41'16" E	35.63'
L27	N 53°29'39" E	6.21'
L28	N 87°50'27" E	9.81'
L29	S 76°27'26" E	10.66'
L30	N 89°07'16" E	7.71'
L31	N 70°27'26" E	23.86'
L32	N 90°00'00" E	10.06'
L33	N 60°17'55" E	13.93'
L34	S 04°24'05" W	25.98'
L35	S 04°24'05" W	10.53'
L36	N 68°28'14" E	75.00'
L37	N 53°28'14" E	40.00'
L38	N 36°58'23" E	22.98'
L39	N 36°58'23" E	7.02'
L40	N 23°58'14" E	21.36'
L41	N 23°58'14" E	6.64'
L42	N 02°28'14" E	40.00'
L43	N 10°31'46" W	30.00'
L44	N 53°29'14" E	80.48'
L45	S 40°30'04" E	47.99'
L46	S 42°00'04" E	49.99'
L47	S 44°30'04" E	49.99'
L48	S 46°30'04" E	49.99'
L49	S 47°41'52" E	49.69'
L50	S 23°29'56" W	40.69'
L51	S 71°29'56" W	27.67'
L52	S 71°29'56" W	12.32'
L53	S 37°13'05" W	29.83'
L54	N 77°03'54" W	29.71'
L55	N 77°03'54" W	66.05'
L56	S 04°56'08" W	23.84'
L57	N 63°54'21" W	52.71'
L58	N 63°54'21" W	42.50'
L59	N 74°49'02" W	45.99'

SYMBOL LEGEND

- NGS MONUMENT FOUND
- SURVEY CONTROL POINT
- UNMARKED POINT
- MONUMENT FOUND (AS DESCRIBED)
- 1/2" REBAR SET
- CONCRETE RIGHT-OF-WAY MONUMENT FOUND
- MAGNETIC NAIL FOUND
- MAGNETIC NAIL SET
- STORMWATER MANHOLE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- TELEPHONE MANHOLE
- SIGN
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- WATER MANHOLE
- TELEPHONE PEDESTAL
- UTILITY POLE
- UTILITY POLE WITH GUY WIRE
- LIGHT POLE (SINGLE HEAD)
- LIGHT POLE (DOUBLE HEAD)
- LIGHT POLE (TRIPLE HEAD)
- LIGHT POLE (QUADRUPLE HEAD)
- SPOT ELEVATION
- HANDICAP SIGN/BOLLARD
- HANDICAP PARKING SPACE
- BOLLARD
- PAINTED TRAFFIC ARROWS
- MONITOR WELL
- AREA LIGHT

LINE TYPE LEGEND

- PROPERTY LINE (SURVEYED)
- DEED / PLAT LINE (NOT SURVEYED)
- OU OU OU OU — OVERHEAD UTILITY LINE
- SD SD SD SD — UNDERGROUND STORMWATER LINE
- EDGE OF ASPHALT PAVEMENT
- EDGE OF GRAVEL
- ROAD RIGHT-OF-WAY LINE
- FENCE (AS DESCRIBED)
- GUARD RAIL
- APPROXIMATE CITY OF LENOIR LIMITS
- E E E E — TRANSMISSION LINE EASEMENT
- EDGE OF CREEK
- LIMITS OF FLOOD HAZARD ZONE AE
- LIMITS OF REGULATORY FLOODWAY

ABBREVIATION LEGEND

CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE
N:	NORTHING
E:	EASTING
EL:	ELEVATION
GNSS	GLOBAL NAVIGATION SATELLITE SYSTEM
INV.	INVERT
@	AT
PIN	PARCEL IDENTIFIER NUMBER
S.R.	STATE ROAD
AG	ABOVE GRADE
BG	BELOW GRADE
TTL	TOTAL
D.B.	DEED BOOK
P.B.	PLAT BOOK
PG.	PAGE

NC GRID NORTH NAD 83(2011)

CENTERLINE OF OLD INDIAN GRAVE GAP PUBLIC ROAD

NCDOT PROJECT # 9.811536 INDICATES A 30' RIGHT-OF-WAY ALONG THIS ROAD. STATUS OR EXISTENCE OF WHICH IS UNKNOWN

JEREMY ASTICIO
PIN 2840668777
D.B. 2053, PG. 940

TIE L59

1/2" REBAR FOUND FLUSH

3/4" IRON PIPE FOUND +0.3'

RIGHT-OF-WAY 75' FROM 11' LARKS PER D.B. 678, PG. 168 AND STATE PROJ. NO. 9.811536 UNABLE TO FIND SUFFICIENT EVIDENCE TO RETRACE THE LARKS SHOWN ON SAID PLAT. PLAT, RIGHT-OF-WAY LIMITS SHOWN HEREON ARE APPROXIMATE BASED UPON CENTERLINE OF SOUTHBOUND LANES AND EVIDENCE FOUND ALONG THE PROPERTY LINES THAT APPEAR TO REFLECT SAID RIGHT-OF-WAY.

U.S. HIGHWAY 321

JEREMY ASTICIO
PIN 2840760466
D.B. 2053, PG. 940

STORMWATER CONNECTION SHOWN ON REFERENCED NCDOT PROJECT PLANS; UNABLE TO VERIFY

1" IRON PIPE FOUND +1.2'

ANITA DUCKWORTH
PIN 2840661866
D.B. 1787, PG. 1828
DESCRIPTION FROM D.B. 645, PG. 661

REINFORCED CONCRETE PIPE

JOE HARTLEY
PIN 2840761359
D.B. 440, PG. 529

FLOOD HAZARD ZONE AE

LARRY AND KRISTEY GILLS
PIN 2840663069
D.B. 1948, PG. 1745

APPROXIMATE CENTERLINE OF FORMER ROAD. STATUS OF SAID ROAD OR THE EXISTENCE OF ANY RIGHT-OF-WAY, PUBLIC OR PRIVATE, IS UNKNOWN

APPROXIMATE LOCATION OF PERMANENT DRAINAGE EASEMENT TO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PER D.B. 678, PG. 168, SCALED FROM REFERENCED PROJECT PLANS (HATCHED AREA)

75'

1/2" IRON PIPE FOUND -0.4'

3/4" IRON PIPE FOUND +0.1'

3/4" IRON PIPE FOUND -0.1'
N:806232.05'
E:1247015.37'

END OF STATE MAINTENANCE OF BLAIRS FORK ROAD, S.R. 1525 ACCORDING TO DEED BOOK 2078, PAGE 1804. STATUS OF ANY REMAINING EXISTING RIGHT-OF-WAY ALONG FORMER ROAD ALIGNMENT (OLD INDIAN GRAVE GAP PUBLIC ROAD) IS UNKNOWN

100' TRANSMISSION LINE EASEMENT, 50' EACH SIDE OF CENTERLINE OF SYSTEM SEE DEED BOOK 695, PAGE 1759

THIS LINE PARTIALLY ON THE GROUND

50'

50'

100'

R/R ETJ CITY OF LENOIR R-2

BILLBOARD

3/4" IRON PIPE FOUND LEANING 0.6' NORTH,BASE HELD

S 19°29'21" W 121.00'

WOODEN BRIDGE (DILAPIDATED, NOT IN USE)

POINT OF BEGINNING
D.B. 2078, PG. 1804
PARCEL ONE

20'

GRAVEL

EXISTENCE OF EASEMENT ON THESE OVERHEAD LINES IS UNKNOWN, NO DOCUMENTATION FOUND

IRON PIPE FOUND DESTROYED, RESET WITH 1/2" REBAR

S 73°48'21" E 198.06'

GRID TIE
GRID DISTANCE: 440.46'
N 59°10'21" W
GROUND DISTANCE: 440.51'

APPROXIMATE LOCATION OF 20' RIGHT-OF-WAY PER D.B. 1948, PG. 1745

258980± SQ. FT.
5.95± ACRES

JEFFREY SCOTT WHEELER
PIN 2840750999
D.B. 1398, PG. 964

CITY OF LENOIR R-2 ETJ R/R

S 29°11'36" W 138.72'

NOTE: CENTERLINE OF CREEK IS PROPERTY LINE (L1-L33)

BLAIRS FORK CREEK

BLAIRS FORK ROAD
S.R. 1525

NO DOCUMENTATION FOUND REGARDING RIGHT-OF-WAY WIDTH

NOTE: 100' TRANSMISSION LINE EASEMENT, 50' EACH SIDE OF CENTERLINE OF SYSTEM WAS ACQUIRED BY BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION VIA VARIOUS DEEDS RECORDED IN DEED BOOK 695, PAGES 1749-1763. AT THE TIME OF THE ACQUISITIONS, TITLE TO THE SUBJECT AREA COVERING THIS SECTION OF LINE APPEARS TO BE HELD BY CLARENCE AND CORNELIA BRADSHAW PER DEED BOOK 367, PAGE 21. NO CONVEYANCE OF TRANSMISSION LINE EASEMENT WAS FOUND FROM BRADSHAW. STATUS OF ANY EASEMENT ALONG THIS SECTION OF LINE IS UNKNOWN

3/4" IRON PIPE FOUND +0.5'

N 66°05'44" W 124.55'

1 1/2" FLARED TOP IRON PIPE FOUND +0.4'

3/4" IRON PIPE FOUND +0.2'

S 17°49'59" W 213.26'

FLOOD HAZARD ZONE AE

LARRY AND KRISTEY GILLS
PIN 2840663069
D.B. 1948, PG. 1745

CALLIE AND AUSTIN NORTHERN
PIN 2840659825
D.B. 2078, PG. 1804
PARCEL TWO

R/R ETJ CITY OF LENOIR R-R

REGULATORY FLOODWAY

METAL CULVERT

APPROXIMATE LOCATION OF 20' RIGHT-OF-WAY PER D.B. 1948, PG. 1745

KENTWOOD PROPERTIES, LLC
PIN 2840651676
D.B. 1927, PG. 465

1/2" REBAR SBT ON-LINE

CONCRETE MONUMENT WITH NAIL FOUND +1.0'

S 68°47'09" W 294.55'

AXLE FOUND +1.5', LEANING 0.5' SOUTHWEST, BASE HELD

MACK AND LEILA BERRY
PIN 2840656478
D.B. 688, PG. 177

NGS MONUMENT "TRAIL"
PID: DG4320
N:806008.54'
E:1247394.91'
NAD 83 (2011) (VRS OBSERVATION)

I, Phillip B. White, certify that this map was drawn under my supervision from an actual survey made under my supervision using GNSS Real Time Kinematic field procedures; that the boundaries not surveyed are clearly indicated and drawn from information found in deed books as shown; that the positional accuracy standard does not exceed 0.10 feet plus 50 ppm measured relative to the property corners used, [(21 NCAC 56.1603)]; that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 1600).

Witness my Original Signature, License Number, and Seal this 15th Day of June A.D., 2023

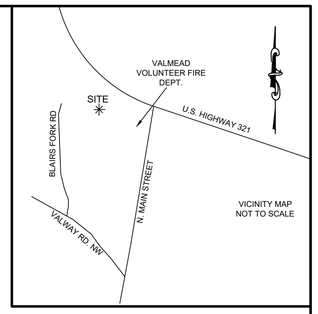
Phillip B. White

Phillip B. White, PLS
N.C. Professional Land Surveyor
License # L-4994

NORTH CAROLINA PROFESSIONAL SEAL L-4994 LAND SURVEYOR PHILLIP B. WHITE

I, Phillip B. White also certify the following information was used to perform the survey:

(1) Class of survey: A
(2) Positional accuracy: Does not exceed 0.10 feet plus 50 ppm measured relative to all points used
(3) Type of GPS field procedure: Real Time Kinematic, NC VRS
(4) Dates of survey: 5/11/2023 - 5/26/2023
(5) Datum/Epoch: NAD 83(2011) Epoch 2010.00
(6) Geoid model: Geoid 18
(7) Combined grid factor(s): 0.99989246
(8) Units: U.S. Survey Feet



NOTES

* This survey is of an existing parcel of land.
* This survey was prepared without benefit of title search and matters of title should be referred to an attorney-at-law. Property may be subject to rights-of-way, easements, reservations and restrictions, written and unwritten, recorded and unrecorded, not discovered during the course of this survey.
* The certification shown hereon is not a certification of title, zoning or freedom from encumbrances.
* Adjoining property owner information obtained from the Caldwell County GIS website and deeds and plats of record.
* Caldwell County GIS shows the subject parcel substantially different along the eastern side than what was surveyed hereon. An attempt was made to find the reasoning behind said difference but no evidence was found reinforcing the lot configuration as shown on GIS.
* No underground utilities or structures were located. Call 1-800-632-4949 before digging.
* All areas calculated by coordinate computation method.
* All distances shown are horizontal ground distances. To convert to grid distances utilize a combined factor of 0.99989246.
* All coordinates are NC Grid NAD 83 (2011) coordinates.
* This survey is oriented to NC Grid North NAD 83 (2011) based upon GNSS observations on-site, utilizing the North Carolina Real Time Network, VRS.
* State and local regulations may apply to streams and other waterways shown/not shown hereon.
* Distances with +- at property corners indicate the distance above or below the adjacent grade that the corner was found.
* According to the Caldwell County GIS website the property is zoned B-2 (General Business) and R-R (Residential Rural). No zoning report was provided. This surveyor is not qualified to interpret complex zoning ordinances. The City of Lenoir Planning Department should be consulted for regulations and restrictions pertaining to this site.
* Portions of the subject property lie within Special Flood Hazard Zone AE according to FEMA, National Flood Insurance Rate Map 3710284000J, effective date July 7, 2009. Limits of said areas shown hereon were downloaded from the fris.nc.gov website and should be considered approximate.

Boundary Survey
of a Parcel of Land Owned By

Callie Idol Northern

and Spouse

Austin Michael Northern

REFERENCES
PIN 2840657903
Deed Book 2078, Page 1804 (Parcel One)
Lower Creek Township, City of Lenoir, Caldwell County, N.C.
Field Work Completed On: 5/26/2023 DRAWN BY: PBW

Phillip B. White, PLS
2735 Willowbrook Rd., Lenoir, NC 28645
828.292.0752

40' 0' 40' 80' 120'

SCALE 1" = 40'

CITY OF LENOIR

COUNCIL ACTION FORM: January 7, 2025

I. Agenda Item:

R 6-24: Consideration of a request that to re-zone NCPIN 2840657903 from R-R (Rural Residential) to B-2 (General Business).

II. Background Information:

The applicant is requesting to rezone the property, zoned R-R, to be zoned as B-2 (General Business) to allow for a commercial development and/or flexibility for residential. An annexation petition has also been submitted.

III. Staff and Planning Board Recommendation:

Staff and Planning Board recommend adoption of the proposed rezoning based on the following consistency statement:

The proposed zoning change is consistent with the Comprehensive Plan's policy concepts to revitalize under-utilized and vacant properties. The Future Land Use Map identifies the subject property as a "Future Commercial Site" surrounded by other properties categorized as future commercial sites in the ETJ. Annexing this property into city limits would expand business opportunities and provide essential services to residents as the applicant has proposed.

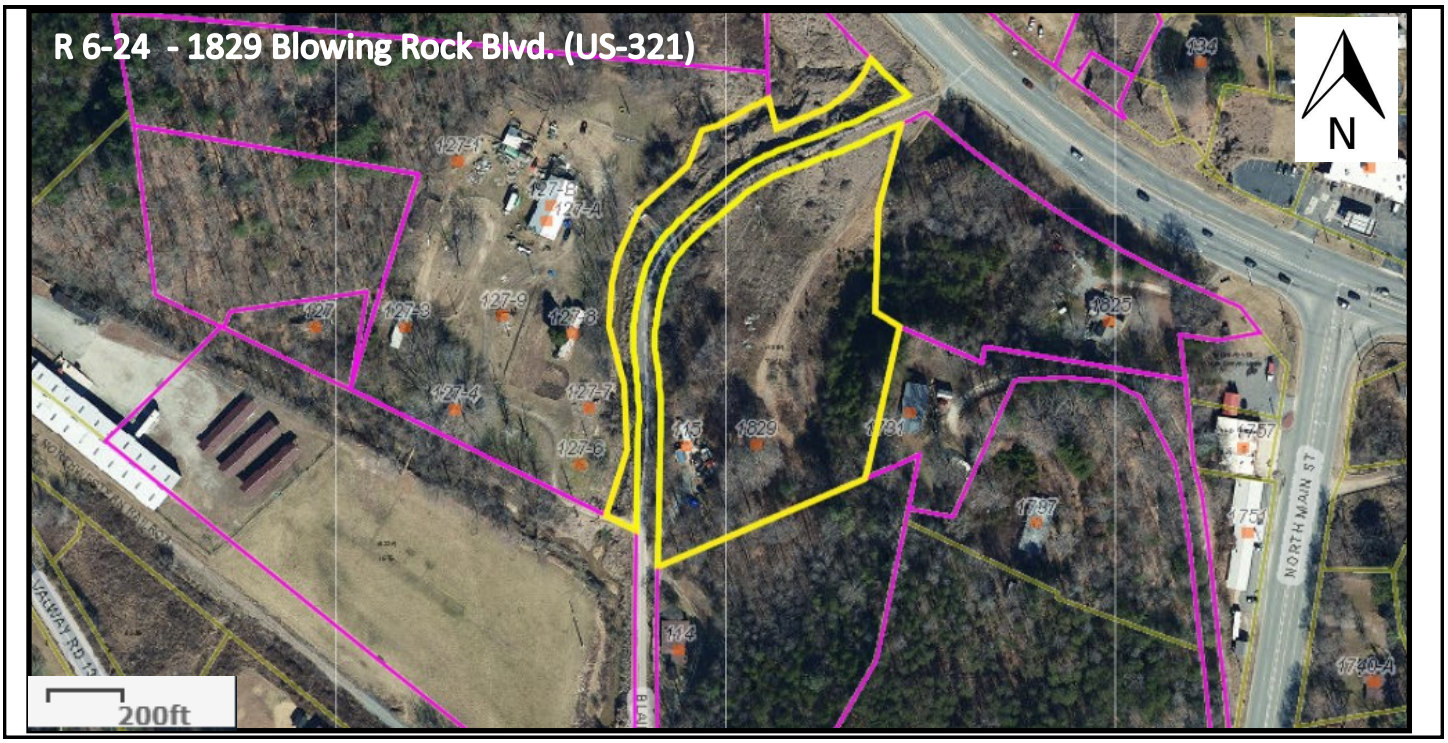
IV. Reviewed by:

City Attorney: _____
Finance Director: _____

Planning Director: Hannah Williams _____

Staff Report
Zoning Amendment
Case Number R #6-24

Location map/Aerial Photograph



Summary

Owner

Austin Northern

Callie Northern

Applicant

Austin Northern

Location

1829 Blowing Rock Blvd.

NC PIN

2840657903

Project Planners

Hannah Williams, AICP, CZO

Matt Duchan

Description of Request:

The applicant is requesting to rezone the subject property (4.07 AC) from R-R (Rural Residential to B-2 (General Business) to develop a commercial site. The applicant has also submitted an annexation petition.

Staff Recommendation:

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

Planning Board Recommendation:

Approval of the request.

Public Comment:

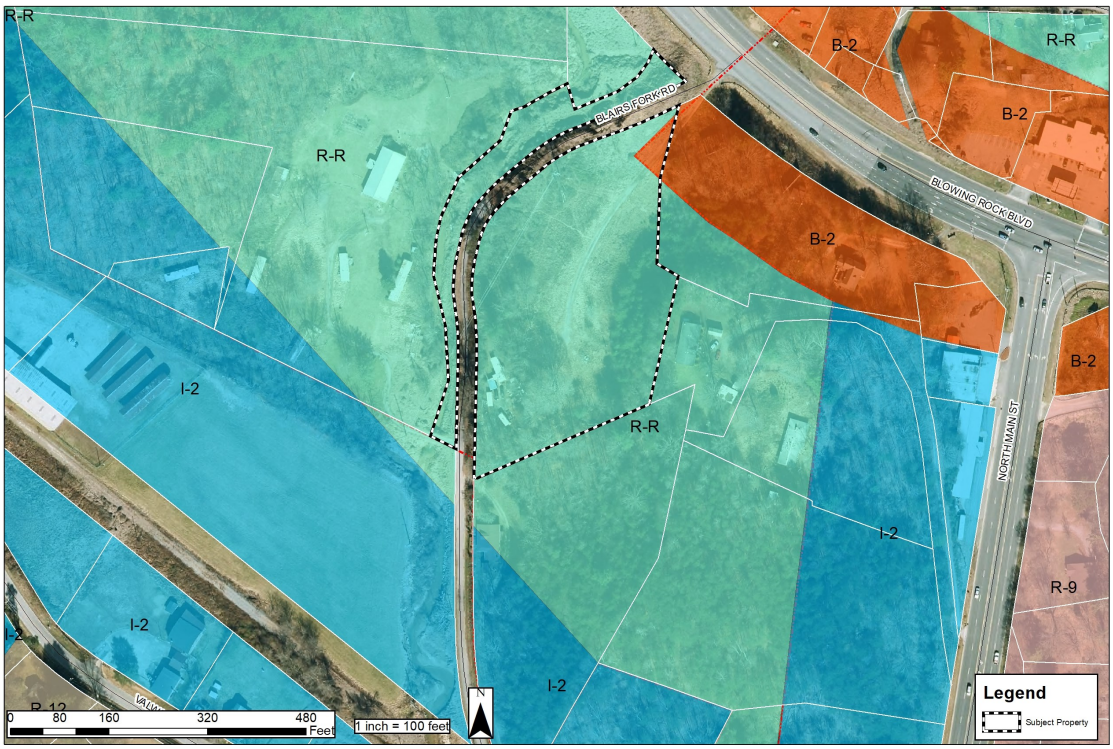
Applicant (Austin Northern) briefly spoke about potential plans for site.

Planning Board Meeting: November 25, 2024. Notice of the meeting was mailed to the owners of all adjacent parcels (identified on map above) on November 15, 2024.

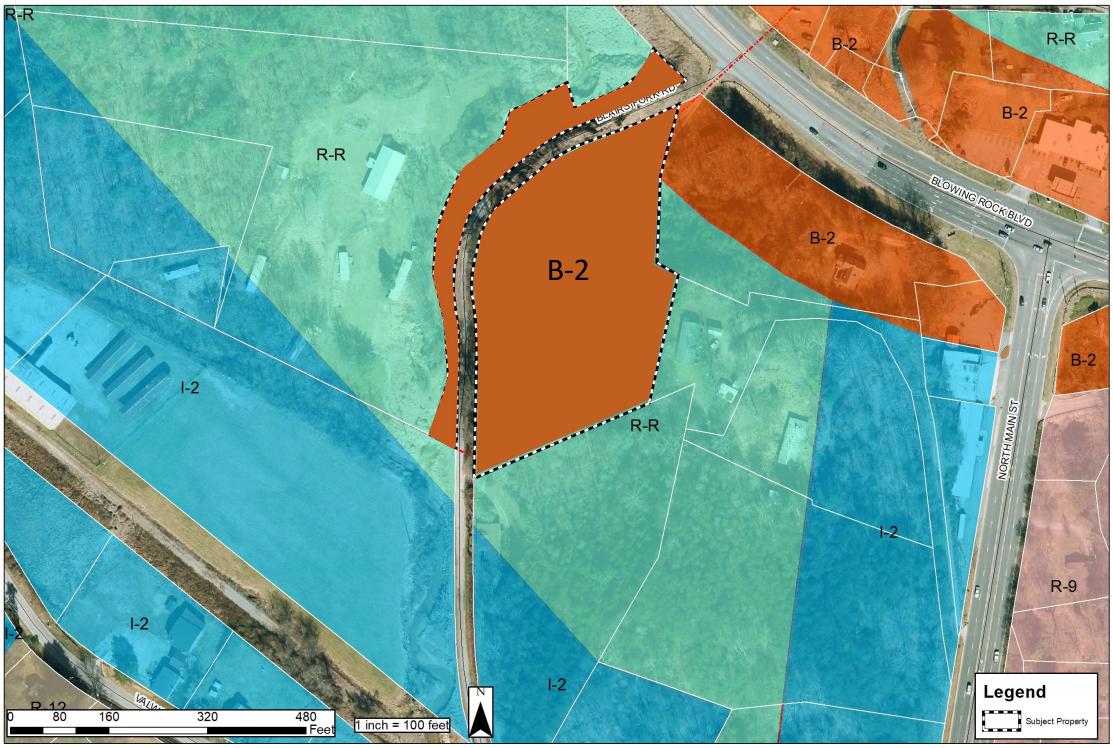
City Council (Public Hearing): Scheduled for January 7, 2025.

Existing and Proposed Zoning Maps

Existing Zoning: R-R



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 own or lease out a commercial building. The subject property is currently zoned R-R (Rural Residential) and is located in the ETJ. Therefore, the property owners would only be permitted to build an accessory dwelling, a detached single-family home, a duplex, or a double-wide manufactured home. The applicant has also requested to annex into the city limits.

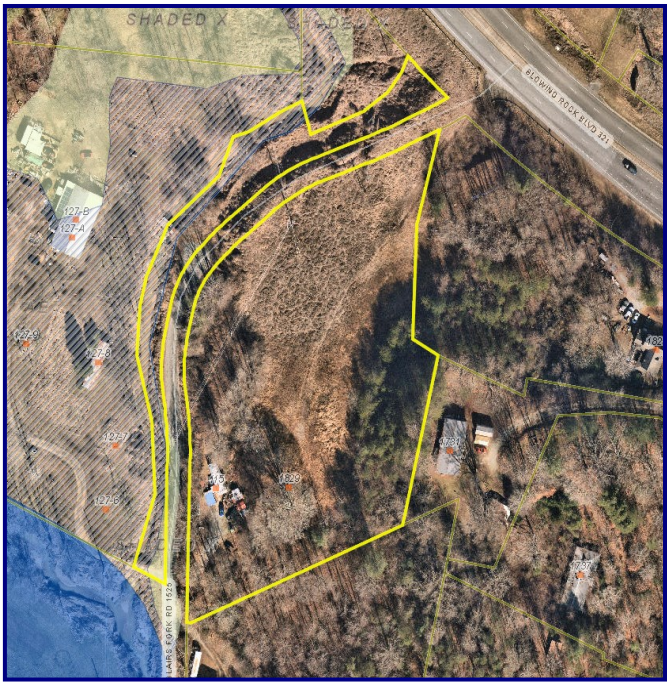
Intent of the Zoning Districts

R - R (Rural Residential) District is intended to develop and maintain, in keeping with the existing and future land development patterns, those areas of extraterritorial jurisdiction for low density single family residences, double wide manufactured homes, and compatible uses. The regulations for this district are designed to stabilize and encourage a healthful environment for family life in areas where public or community water or public sewer may not be available. 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 at the intersection of Blairs Fork Road and Blowing Rock Boulevard (US-321) is 4.07 acres. The property has a manufactured home and several vehicles on the property and currently maintains two addresses: 115 Blairs Fork Road and 1829 Blowing Rock Blvd. The majority of the property is located on the east side of Blairs Fork Road, but the property also has a narrow strip that runs along the west side of Blairs Fork Road until the 321 intersection. The property that abuts the strip is a former mobile home park with addresses 127 A & B Blairs Fork Road and 127-1 through 7 Blairs Fork Road. To the south of the property is the former Carolina & Northwestern Railroad rail line which will serve as a portion of the Overmountain Victory Trail. The southern end of the property can be accessed via Blairs Fork Road from Valway Road in addition to a driveway off of 321. South of the property along North Main Street is a combination of I-2 (Heavy Industrial) and B-2 (General Business).



AE Floodplain shown on the northwest side of the Right-of-Way on the subject property.

BACKGROUND AND STAFF ANALYSIS (CONTINUED)

Zoning Analysis

The property owner intends to construct a commercial building to sell or lease. A building example has been proposed and the property owner would likely seek out a trade business (i.e. plumbing, electrician, mechanic) to occupy the space. Most properties along US-321 are zoned B-2 (General Business), so this would establish conformity with other 321 properties. The surrounding area however, is a combination of I-2 (Heavy Industrial) and the property's current zoning designation, R-R (Rural Residential). Much of the property north of the subject property maintains R-R zoning in the ETJ, which has much to do with decreased density as drivers exit city limits until reaching the county boundary. The subject property features a floodplain area on the west side of Blairs Fork Road. If approved for rezoning and subsequent redevelopment, the property owner would be required to remove manufactured homes off the property.

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 a "Future Commercial Site." The property is flanked to the east by "existing non-residential" zones, and is in close proximity to existing medium and high residential areas. Staff finds the proposed rezoning to be consistent with the goals and policy concepts of the Comprehensive Plan, as this would establish a commercial use on an otherwise inactive site originally zoned for residential.

Next Steps

Following Planning Board, the rezoning request will be brought before a City Council public hearing and voted on. In the interim, a decision will be made regarding the applicant's annexation petition. Pending approval, the applicant will then submit a zoning permit application along with civil and architectural plans as applicable, which will be reviewed by City of Lenoir planning staff. Once approved, the applicant will apply for a driveway permit to NCDOT to have established access along Blowing Rock Boulevard (US-321).

AERIAL PHOTOGRAPHS (SURROUNDING AREA & PROPERTY OWNERS)



Letters were mailed informing the above property owners of the rezoning request on November 15, 2024.

Names	Address	City	State	Zip Code
Jeffrey Scott Wheeler	519 KENTWOOD ST SW	LENOIR	NC	28645
Janice K. Danford	330 ANGLEWOOD AVE	MARIETTA	GA	30064
Glenda B. Flynn	114 BLAIRS FORK RD	Lenoir	NC	28645
Larry & Kristey Gills	127 BLAIRS FORK RD LOT 1	LENOIR	NC	28645
Kentwood Properties LLC	1932 VALWAY RD	LENOIR	NC	28645
Jeremy Abdiel Rodriguez Astacio	1822 BLOWING ROCK BLVD	Lenoir	NC	28645
Heirs of Joe & Marie Hartley	1000 OLDE EASTWOOD VILLAGE BLVD	ASHEVILLE	NC	28803
DAHH Ventures LLC	PO BOX 546	LENOIR	NC	28645
Anita Hartley Duckworth	3187 MORNING SIDE LN	LENOIR	NC	28645

Comparison of Allowable Uses

Sec. 600 of the Lenoir Zoning Ordinance establishes a chart of permitted and special uses for each zoning district. The B-1 zoning district allows for retail and service uses that serve the immediately surrounding neighborhood. The B-2 zoning district allows for many residential, commercial, and institutional uses.

Comparison of Zoning Districts

	R-R	B-2
Development Standards	Min Lot Size– 20,000 sq. ft. for non-residential uses Setbacks Front: 40' Side Yard: 15' Street Side Yard: 25' Minimum Rear Yard: 35'	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 Manufactured Homes Special Uses: Day Care Centers Communication Towers Cultural and Community Facilities Greenhouses Neighborhood Business	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 (1829 Blowing Rock Blvd.)



Entrance to the site just beyond Lenoir City Limits



Entrance to the site from Blairs Fork Road





Site photos provided by applicant

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 January 7, 2025:

The proposed zoning change is consistent with the Comprehensive Plan's policy concepts to revitalize under-utilized and vacant properties. The Future Land Use Map identifies the subject property as a "Future Commercial Site" surrounded by other properties categorized as future commercial sites in the ETJ. Annexing this property into city limits would expand business opportunities and provide essential services to residents as the applicant has proposed.

Planning Board Recommendation

Planning board recommends approval of the request based on consistency statement and staff recommendations.

CITY OF LENOIR

COUNCIL ACTION FORM
January 7th, 2025

I. Agenda Item:

Public Hearing for SUP 3-24: Request to construct a 165-foot monopole wireless communication tower and associated ground equipment on a 3600 square foot leased portion of the subject property.

II. Background Information:

Applicant Jonathan Yates of TowerCom has proposed to construct a monopole wireless communications tower and ground equipment on property owned by STAT Inc. along Hickory Boulevard (US-321). Planning Board reviewed and supports the request subject to the conditions in the Staff Report presented previously to the Planning Board.

Staff report and associated documents are attached.

III. Staff & Planning Board Recommendation:

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

1. Approval of this special use permit request is only valid for the development of the proposed communications tower as shown on the submitted plans. Future modifications to allow for the co-location of additional service providers are allowed, provided such modifications do not increase the height of the tower, or change the design of the tower to anything other than a monopole design.

2. The applicant must maintain the minimum liability coverage required by Sec. 910.2 in full force and effect until such time as all above-ground portions of the facility have been removed and all other conditions of the Maintenance & Removal Agreement have been satisfied.

3. All above-ground portions of the communication tower must be removed within 90 days of the cessation of operations, or the facility may be removed by the City as provided in the applicant's Maintenance/Removal Agreement by the City. The costs of removal will be recovered from the applicant's bond or other security.

4. The applicant shall continue the $10,000 bond or other security until such time as the facility has been removed and all other requirements of its Maintenance/Removal Agreement have been satisfied.

5. No advertising logo is permitted on the tower.

6. The facility must remain an unmanned facility, with occasional on-site checks for operational purposes by staff.

7. Valid permits must be obtained for this project and all construction must meet the requirements of the City of Lenoir Code of Ordinances, the North Carolina State Building Code, the North Carolina State Fire Code, and any other federal, state, or local regulation that applies.

8. If a building permit has not been issued within 24 months of the adoption of the Special Use Permit, the approval shall be considered null and void.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

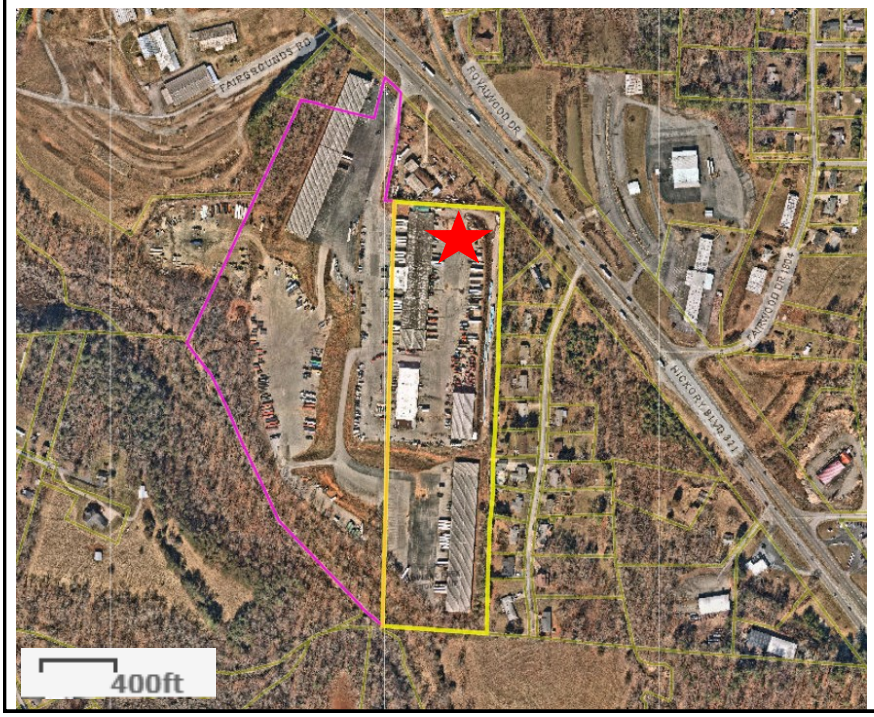
Planning Director:__ __ Hannah Williams **_____**

Staff Report

Special Use Permit

Case Number SUP #3-24

Location Map/Aerial Photograph



Subject Property where tower is located

Entire Subject Property

Proposed location of cell tower

2550 Hickory Blvd.

NCPIN 2767091392

N

Summary

Owner

STAT Inc.

Applicant

Jonathan Yates (TowerCom)

Location

2550 Hickory Blvd.

NC PIN

2758140788, 2767091392

Project Planners

Hannah Williams, AICP, CZO
Matt Duchan

Updated December 16, 2024

Applicant's Request:

The applicant is requesting to construct a 165 foot monopole wireless communication tower and associated ground equipment on a 3600 square foot leased portion of the subject property.

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

Planning Board Recommendation:
Approval of the request.

Public Comment:

Applicant and legal representative of applicant spoke at the Planning Board meeting.

Planning Board Meeting: November 25, 2024 Notices were mailed to property abutting owners of the subject property on November 15, 2024.

City Council (Public Hearing): Scheduled for January 7, 2025.

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

BACKGROUND

Intent of Special Use Permits

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

Communication Towers

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

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

Subject and Surrounding Properties

The subject property is located in the B-2 zoning district along Hickory Boulevard (US-321) on the STAT, Inc. property at 2550 Hickory Boulevard, just south of the Caldwell County Fairgrounds. The property has around 80 feet of street frontage, while the remainder is behind several single-family homes along Meadowview Place, as well as the Beaver's Auto Repair parcel and another parcel owned by STAT with frontage along Hickory Blvd. The subject properties that will be utilized combine for over 39.5 acres in total.

Intent of the Zoning District

The General Business (B-2) zoning 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.

Compliance with the City of Lenoir Zoning Code

T-Mobile proposes a new 165 foot monopole wireless communication tower with associated equipment structures pursuant to Sections 712, 900, 910, 912 and 1302.2 of the City of Lenoir Zoning Ordinance. The proposed tower is located on property owned by STAT, Inc. The property will be accessed via the west parcel, while the tower will be located on the eastern parcel. The applicant will adhere to restrictions pertaining to tower height, distance from other cell towers (1320 feet), and distance from residential structures. See page 8 which shows setbacks overlaid on the aerial plan, and page 10 for details on distance from residences, the nearest tower, and abutting streets.

STAFF ANALYSIS

Consistency with the Comprehensive Plan

All decisions of the Planning Board and City Council should be based on consistency of the proposal with the comprehensive plan and any other officially adopted plan that is applicable. The comprehensive plan addresses communication towers by encouraging co-location on existing facilities. In this case, there are not sufficient existing facilities to locate the proposed equipment, but the monopole design meets the intent of this policy to limit/mitigate the visual dominance of these structures. Additionally, the comprehensive plan calls for a bond to be posted to facilitate tower removal upon use cessation, which has been provided.

Compatibility with Surrounding Uses

The surrounding areas are zoned B-2 (general business), I-1 (light industrial), R-6 (high-density residential), and R-15 (single-family residential. The properties are wooded in nature, the few residential homes are approximately 270 feet or greater from the proposed tower. The traffic to the tower will be minimal due to the fact that this will be an unmanned tower. There will be on average one employee checking the tower and operations approximately one time per month. The proposed tower will have a small footprint and will have the least amount of impact to the surrounding community due to its location. An impact study conducted on the site shows no impact on the value of the properties surrounding the tower. (Appendix B, pg 20)

Vehicular Flow, Site Design & Parking

As shown on the attached site plans (pages 8-9), there is a proposed access easement between Stat, Inc. and TowerCom. T-Mobile will have access to the property for monthly visits to maintain tower services. Little to no impact is proposed to the site due to the communication tower being unmanned. The tower will allow a twenty foot by a sixty foot parking and turnaround area at the base of the antenna. Vehicles are currently able to traverse the entire paved property to access the area between the entrance on the west parcel to the entrance and physical location of the tower on the east parcel. There will be a gate that restricts access to permitted workers, as well as a security fence separating the tower from other structures and areas of the property.

Private Property Justification

Section 910.3 in city ordinance requires that the applicant explore the suitability of publicly owned land. Attached is a map of all the surrounding public properties (Appendix C, Pg 22). After a study was conducted TowerCom does not believe that any surrounding public properties would be suitable for the communication tower to be effective in its services. Refer to applicant's alternative candidates map in Appendix C.

Architecture

The proposed tower will be a monopole with all antennas and associated equipment to be located outside the pole. The proposed tower will be 165 feet in height. There will not be any other building associated with the Wireless Telecommunications Facility. The facility will be screened from adjacent properties by existing dense vegetation. Additionally, a new 15 foot wide buffer will be planted in accordance with section 712 of city ordinance. There is an existing vegetative buffer that will be utilized to screen in lieu of new landscaping. The proposed telecommunications tower will also be surrounded by a fence eight feet in height that is secured by a gate.

Setbacks

As shown in the aerial plan on page 8, the proposed facility will be set back from property lines greater than 50% of the proposed towers height, as required by section 912.The setback would therefore need to be 82.5 feet; the actual setback is a minimum of 113 feet from the property line.

FINDINGS

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

1. The proposed special use will comply with all height, yard, lot and area requirements and other regulations of the district in which it is located unless otherwise specified. *The proposed tower will meet all the standards of the B-2 zoning district. The proposed height of the tower is 165 feet.*

2. All driveways will be designed with respect to such matters as proper ingress and egress for automobiles in order to minimize traffic congestion and increase pedestrian safety and conveniences. *The applicant will be utilizing the existing driveway to the STAT Inc. property. After a 60-day construction period, the facility will be visited by technicians 8-10 times per year and will not affect congestion or pedestrian safety. There is a 30-foot wide easement proposed through the STAT property for T-Mobile to utilize as needed.*

3. Off-street parking and loading areas will be provided in compliance with Section 1000 and off-street loading will be provided in compliance with Section 1001 of Lenoir's Zoning Ordinance. *The proposed communications tower is fully compliant with Sections 1000 and 1001 of the Lenoir Zoning Ordinance. There will be provided parking at the base of the tower for an employee.*

4. The establishment of the special use will not hinder the normal and orderly development and improvement of surrounding property for uses already permitted in the district. *The proposed wireless communication tower will aid in the normal and orderly development and improvement of surrounding property by providing essential and effective wireless infrastructure.*

5. Any required screening and landscaping will be designed or planted with full consideration of the effectiveness of individual plant types, dimensions, and characteristics in minimizing the noise, glare, visual impacts and other economic effects on adjoining properties. *The applicant will utilize existing screening and landscaping on the Stat, Inc. property which will minimize all impacts on adjoining property.*

6. Any permitted signs and proposed exterior lighting will be designed to reduce glare and to mitigate any adverse effects of sign size and height; so as to make the signs aesthetically pleasing and compatible with adjoining properties. *No exterior lighting is proposed and the applicant will only deploy site identification and emergency signage as required by FCC.*

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

8. The type, size, hours of operations, location of the use upon the site, and intensity of the proposed special use will not be harmful or annoying to surrounding properties. *The proposed facility will be unmanned and operated at all times and will not produce any off-property noise, odor, lights, vibrations, fumes, or glare.*

STANDARDS

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

☑ The proposed tower will comply with Federal Communications Commission (FCC) standards for radio frequency emissions.

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

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

☑ The application included a copy of an executed lease requiring the applicant to remove all above-ground portions of communication towers no later than ninety (90) days after cessation of operations. See Appendix A/Exhibit 5 in final copy.

☑ The applicant has executed a facility maintenance/removal agreement, which shall bind the applicant and the applicant's successors-in-interest to properly maintain the exterior appearance of and ultimately remove the facility in compliance with the provisions of Section 910.4. See Appendix A/Exhibit 5 in final copy.

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

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

☑ The tower is a monopole design and has been engineered and constructed to permit the co-location of at least two additional users.

☑ The tower does not exceed a height of 165 feet, which is measured from base of tower to top of tower.

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

STAFF RECOMMENDATIONS

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

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

PLANNING BOARD RECOMMENDATIONS

Planning board recommends approval of the request based on staff recommendations.

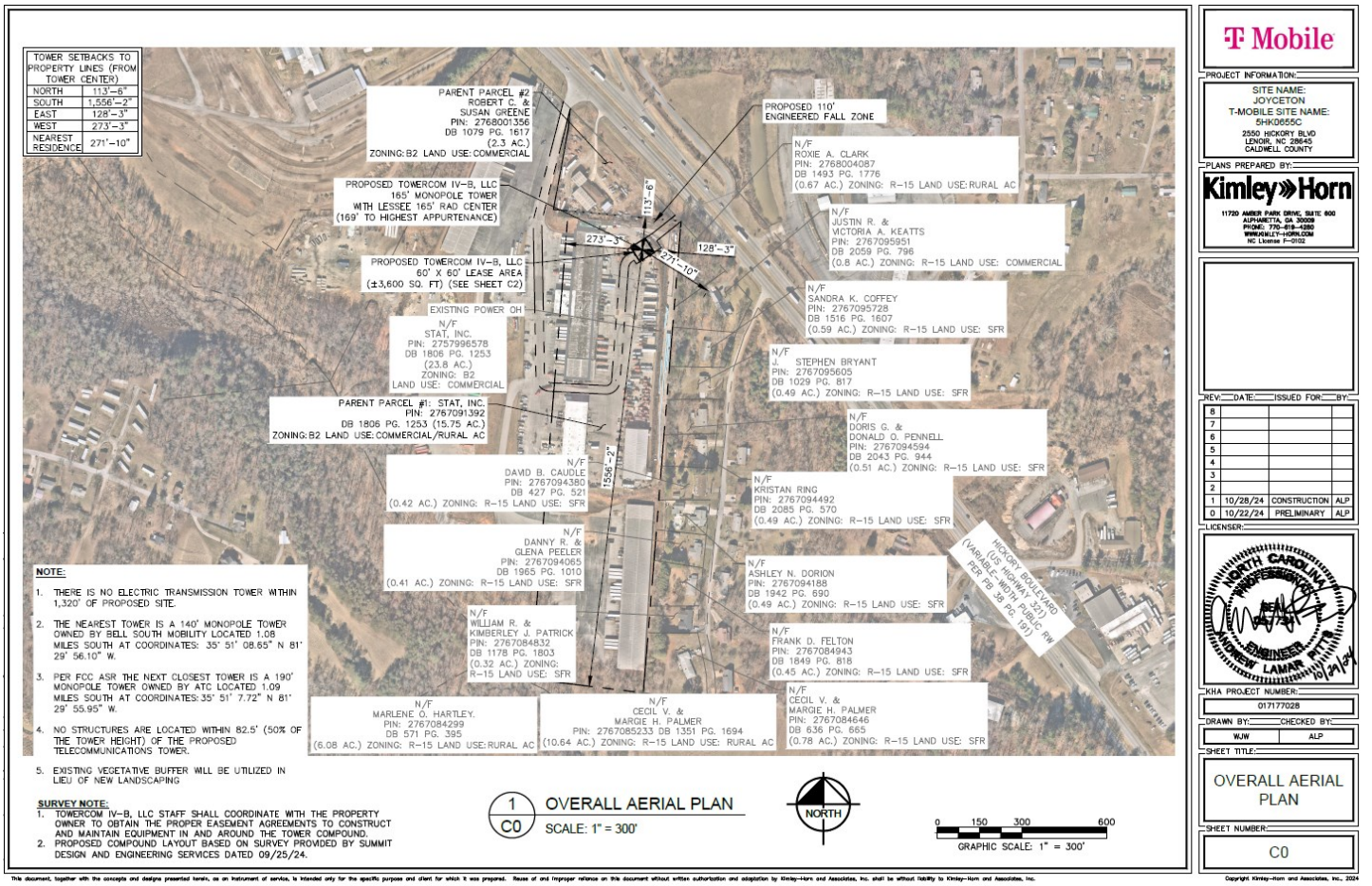
ZONING MAP

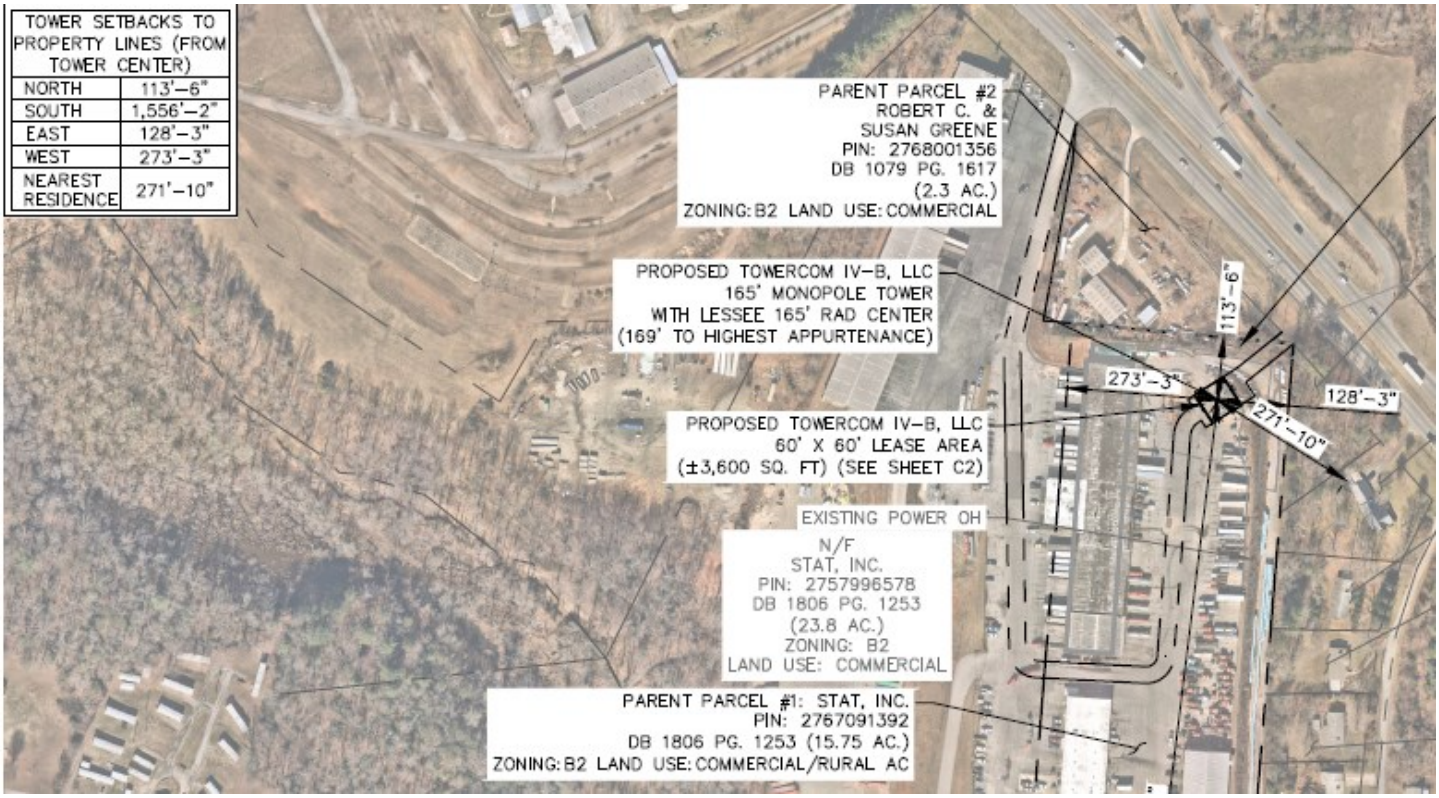


Development Standards in B-2 Zoning District					
	Minimum Lot Size	**Minimum Lot Width**	**Setbacks**	**Maximum Building Height**	**Uses**
B-2 Zoning	None	None	Front: 35' from ROW Side: 15' Rear: 30' Note: setbacks for communication towers are 50% of tower height	65 ft. (1)	Wide range of commercial, retail, and professional services; range of special uses including multifamily dwellings (See Sec. 600 and Sec. 810 for full list)

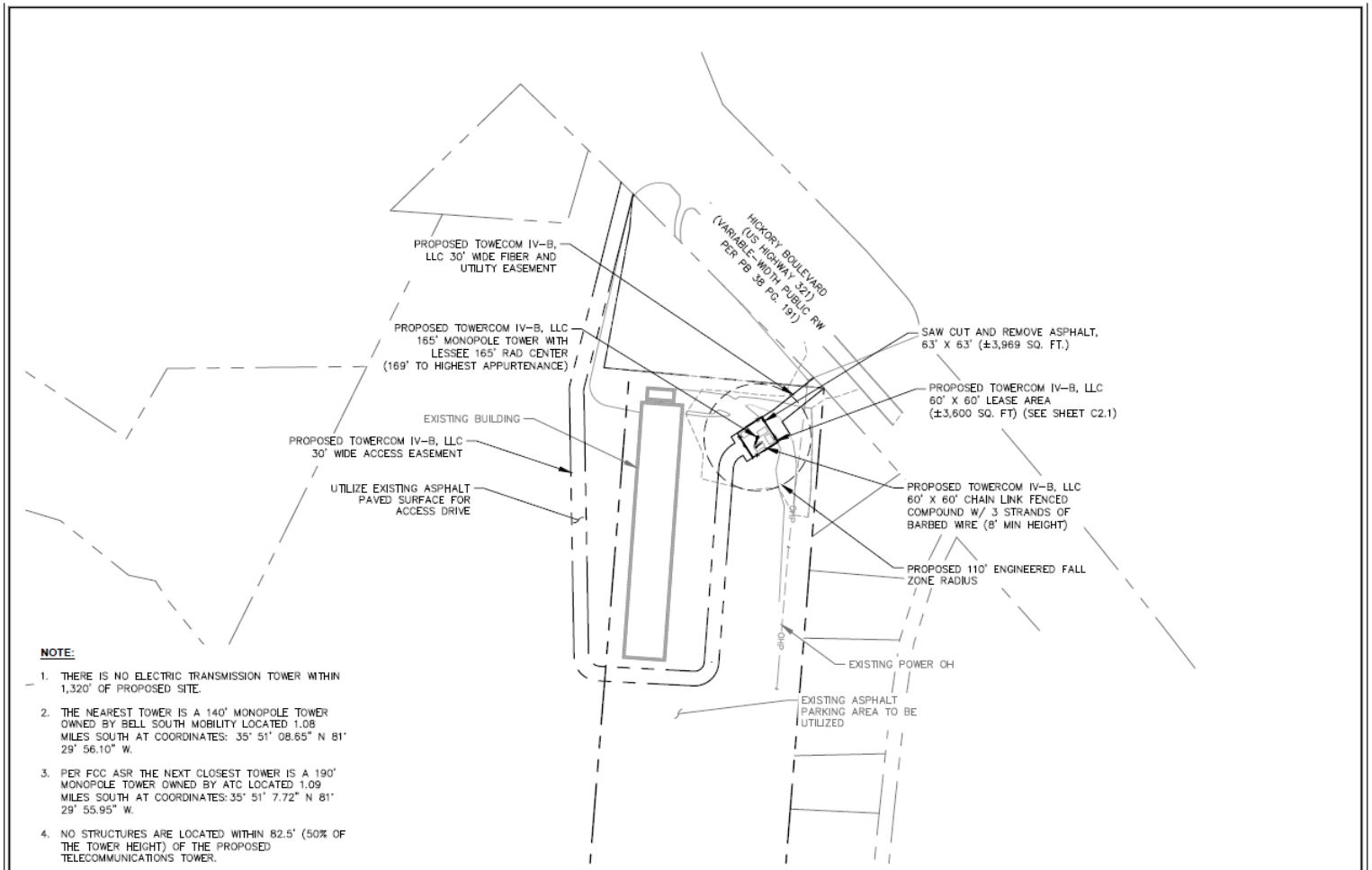
1. Section 706 allows exceptions to this height limitation for facilities like communication towers. Max Height for communication towers is 165 feet, per section 910.12 of ordinance.

Overall Aerial Plan (Showing Setbacks)





OVERALL SITE PLAN



NOTE:

1. THERE IS NO ELECTRIC TRANSMISSION TOWER WITHIN 1,320' OF PROPOSED SITE.
2. THE NEAREST TOWER IS A 140' MONOPOLE TOWER OWNED BY BELL SOUTH MOBILITY LOCATED 1.08 MILES SOUTH AT COORDINATES: 35° 51' 08.65" N 81° 29' 56.10" W.
3. PER FCC ASR THE NEXT CLOSEST TOWER IS A 190' MONOPOLE TOWER OWNED BY ATC LOCATED 1.09 MILES SOUTH AT COORDINATES: 35° 51' 7.72" N 81° 29' 55.95" W.
4. NO STRUCTURES ARE LOCATED WITHIN 82.5' (50% OF THE TOWER HEIGHT) OF THE PROPOSED TELECOMMUNICATIONS TOWER.
5. EXISTING VEGETATIVE BUFFER WILL BE UTILIZED IN LIEU OF NEW LANDSCAPING

SURVEY NOTE:

1. TOWERCOM IV–B, LLC STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY SUMMIT DESIGN AND ENGINEERING SERVICES DATED 09/25/24.

1 / C2 OVERALL SITE PLAN
SCALE: 1" = 200'

T-Mobile

PROJECT INFORMATION:

SITE NAME:
JOYCETON
T-MOBILE SITE NAME:
5HK0655C
2550 HICKORY BLVD
LENOIR, NC 28645
CALDWELL COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-818-4280
WWW.KIMLEY-HORN.COM
NC License F-0102

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4			
3			
2			
1	10/28/24	CONSTRUCTION	ALP
0	10/22/24	PRELIMINARY	ALP

LICENSER:

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042734 ANDREW LAMAR PITTS 10/29/24

KHA PROJECT NUMBER:
017177028

DRAWN BY:	CHECKED BY:
WJW	ALP

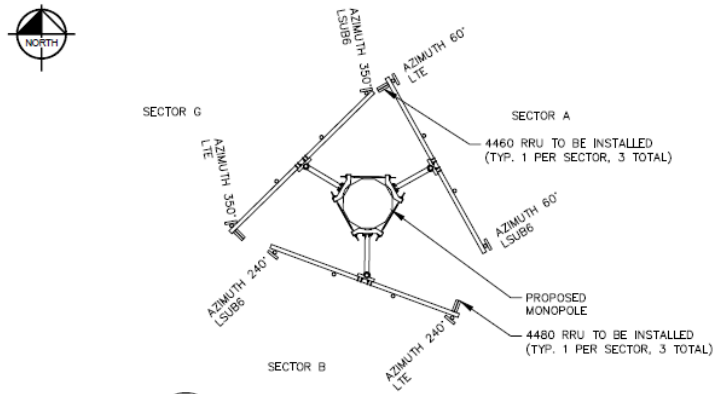
SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
C2

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TOWER ELEVATION SHOWING CO-LOCATION



1 / C10 ANTENNA ORIENTATION PLAN

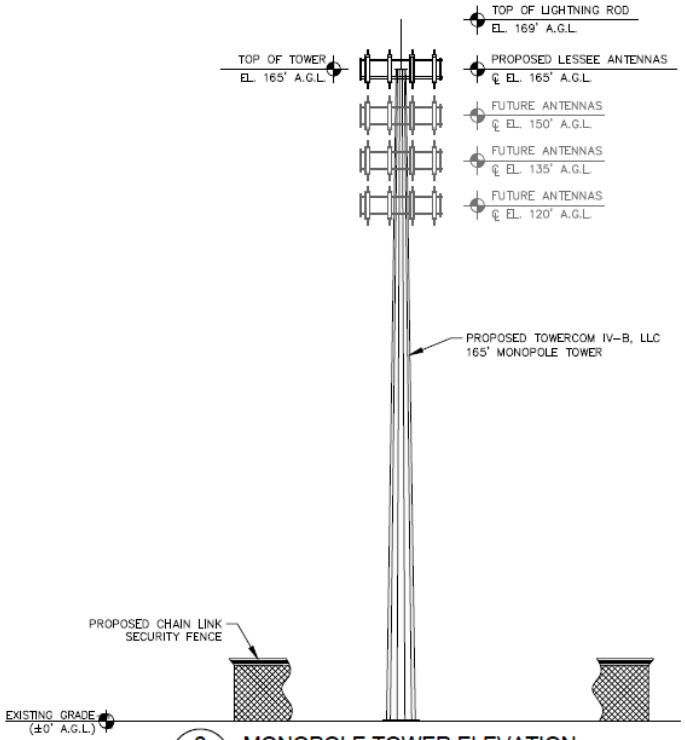
(NOT TO SCALE, FOR ILLUSTRATIVE PURPOSES ONLY, SEE STRUCTURAL ANALYSIS BY OTHERS TO CONFIRM ANTENNA MOUNT TYPE)

NOTE:
REFER TO RFDS PROVIDED BY T-MOBILE. CONTRACTOR TO CONTACT THE T-MOBILE CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION FOR THE CONSTRUCTION RFDS.

NOTES:
1. ALL INFORMATION ON THIS PAGE IS PROVIDED BY T-MOBILE AND/OR OTHERS AND IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL CONTACT THE T-MOBILE CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION FOR ALL DETAILED ANTENNA, AND COAX CABLE INFORMATION.

2. REFER TO STRUCTURAL ANALYSIS BY TOWER OWNER FOR ANALYSIS OF PROPOSED TOWER.

3. IT IS UNDERSTOOD THAT KIMLEY-HORN MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, FINDINGS, DESIGNS, RECOMMENDATIONS, SPECIFICATIONS, OPINION, OR PROFESSIONAL ADVICE RELATING TO THE STRUCTURAL ADEQUACY OF THE PROPOSED TOWER OR ATTACHMENT OF ANTENNAS OR OTHER APPURTENANCES.



2 / C10 MONOPOLE TOWER ELEVATION

NOT TO SCALE

NOTES:
1. ALL PROPOSED ATTACHMENTS TO TOWER BASED ON TOWER DESIGN DRAWINGS BY OTHERS (SEE GENERAL NOTE 1.07, SHEET N1).
2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY.
3. COAX/FIBER CABLE LENGTHS ARE APPROXIMATE. CONTRACTOR TO VERIFY CORRECT LENGTH IN FIELD AT TIME OF CONSTRUCTION.
4. PROPOSED TOWER WILL BE GALVANIZED STEEL-GRAY IN COLOR.
5. PROPOSED TOWER WILL NOT BE ILLUMINATED.

T-Mobile

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JOYCETON
T-MOBILE SITE NAME:
5HK0655C
2550 HICKORY BLVD
LENOIR, NC 28645
CALDWELL COUNTY

PLANS PREPARED BY:

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11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM
NC License F-0102

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1	10/28/24	CONSTRUCTION	ALP
0	10/22/24	PRELIMINARY	ALP

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FOR ILLUSTRATIVE PURPOSES ONLY- NO SIGNATURE REQUIRED

KHA PROJECT NUMBER:
017177028

DRAWN BY:	CHECKED BY:
WJW	ALP

SHEET TITLE:
ANTENNA AND TOWER ELEVATION DETAILS

SHEET NUMBER:
C10

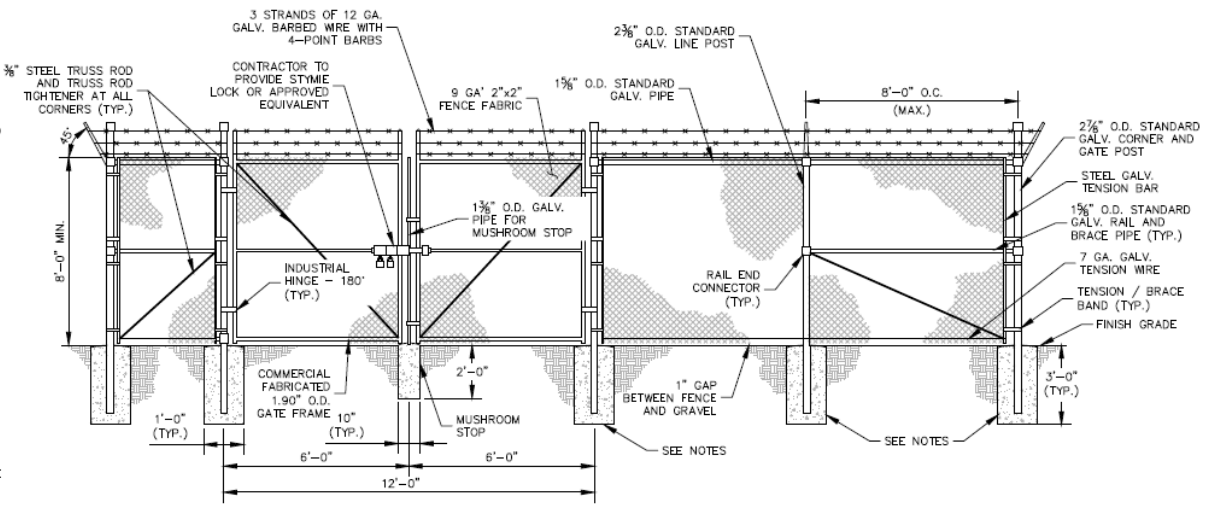
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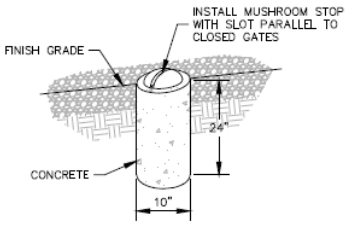
ENCLOSURE DETAILS

FENCE NOTES:

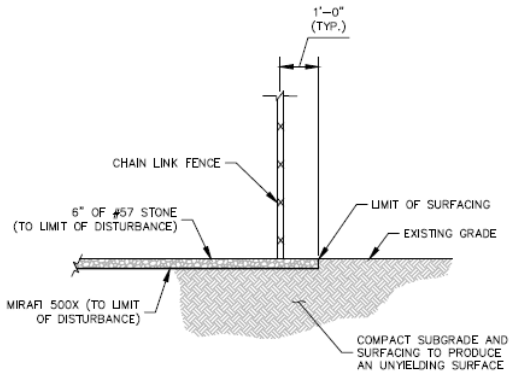
1. USE 3,000–PSI CONCRETE, FULLY CONSOLIDATED AROUND THE POST.
2. WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON–SHRINK GROUT.
3. ALL POSTS MUST BE PLUMB AND ALIGNED WITH ONE ANOTHER IN BOTH HORIZONTAL AND VERTICAL PLANES.
4. CORNERS AND GATEPOSTS FOR CHAIN LINK FENCES SHALL EXTEND ABOVE THE TOP STRAND OF BARBED WIRE TO PROVIDE TENSIONING FOR THE BARBED WIRE.
5. PROVIDE MIDRAILS AND BRACING AT ALL CORNER POSTS WHERE THE FENCE CHANGES DIRECTION BY MORE THAN 30 DEGREES.
6. THE GRADE OF THE SITE AND INSTALLATION OF THE FENCE SHALL PROVIDE FOR NO MORE THAN A 1" GAP BETWEEN THE BOTTOM OF THE FENCE MATERIAL AND FINISH GRADE.
7. CONTRACTOR SHALL PROVIDE HOLD OPEN DEVICES FOR ALL GATES AT THE SPECIFIED OPEN POSITIONS. DRIVEN PIPE TYPE RECEIVERS ARE NOT AUTHORIZED.
8. CONTRACTOR SHALL ALSO PROVIDE A MUSHROOM TYPE RECEIVER AT THE CLOSE POSITION.



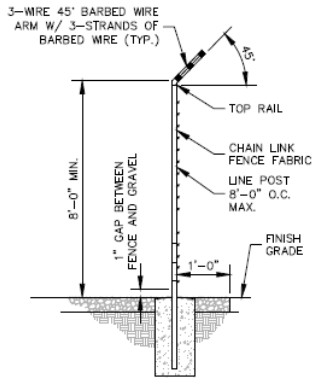
1 / C5 CHAIN LINK FENCE AND GATE ELEVATION
NOT TO SCALE



2 / C5 MUSHROOM STOP
NOT TO SCALE



3 / C5 SITE COMPOUND SURFACE DETAIL
NOT TO SCALE



4 / C5 SECTION AT FENCE
NOT TO SCALE

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T-Mobile

PROJECT INFORMATION:
SITE NAME:
JOYCETON
T-MOBILE SITE NAME:
5HK0655C
2550 HICKORY BLVD
LENOIR, NC 28645
CALDWELL COUNTY

PLANS PREPARED BY:
Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770–619–4280
WWW.KIMLEY–HORN.COM
NC License F–0102

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1	10/28/24	CONSTRUCTION	ALP
0	10/22/24	PRELIMINARY	ALP

LICENSER:
NORTH CAROLINA PROFESSIONAL SEAL 047734 ENGINEER ANDREW LAMAR PITTS 10/29/24

KHA PROJECT NUMBER:
017177028

DRAWN BY:	CHECKED BY:
WJW	ALP

SHEET TITLE:
FENCE, GATE, AND COMPOUND DETAILS

SHEET NUMBER:
C5

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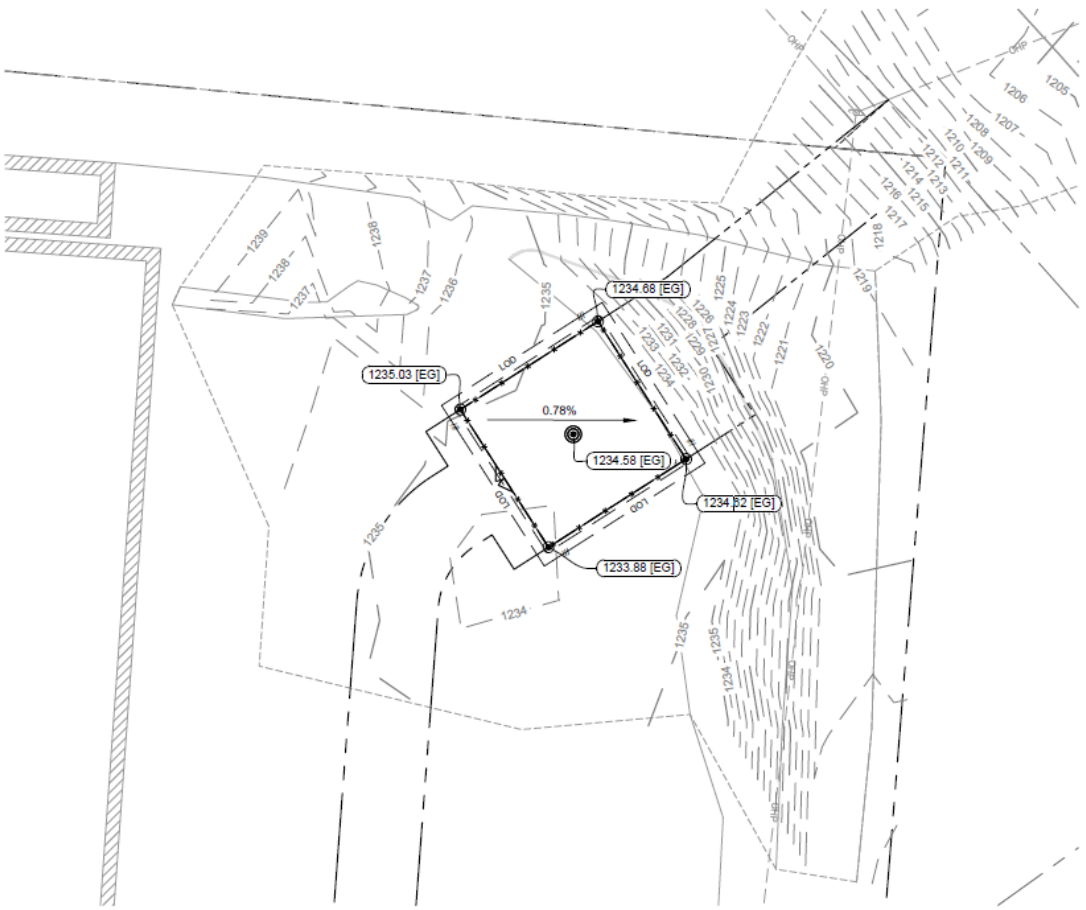
GRADING AND EROSION CONTROL PLAN

NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY 4,900± SQ. FT. (0.11 ACRES) OF CLEARING AND GRADING FOR THE PROPOSED PROJECT. IF ADDITIONAL CLEARING IS REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND/OR PROJECT MANAGER. IF DURING THE BID WALK OR CONSTRUCTION IT IS DETERMINED THAT MORE THAN (1) ACRE OF LAND IS TO BE DISTURBED FOR CONSTRUCTION AN EROSION AND SEDIMENTATION CONTROL PLAN MUST BE FILED 30 DAYS PRIOR TO CONSTRUCTION.

GRADING NOTES:
1. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND MOISTURE CONDITION ALL FILL PER THE PROJECT GEOTECHNICAL ENGINEERS SPECIFICATIONS. FILL MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
2. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS REFLECT FINISHED GRADES.
3. CONTRACTOR SHALL BLEND EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
4. PORTIONS OF THE SITE NOT SPECIFICALLY MENTIONED WITHIN THE GEOTECHNICAL REPORT SHALL BE COMPACTED TO 95 PERCENT OF THE MATERIALS MAXIMUM DRY DENSITY WITHIN 3 PERCENT OF OPTIMUM MOISTURE CONTENT.
5. FILL SHALL BE PLACED IN MAXIMUM 8 INCH LOOSE LIFTS.
6. UNDISTURBED AREAS WITHIN 30' INGRESS/EGRESS EASEMENT NOT NEEDED FOR UTILITY ROUTING TO BE LEFT UNDISTURBED.
7. GROUND WATER SHOULD BE REASONABLY EXPECTED. ANY DE-WATERING OR MOISTURE CONDITIONING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD BE INCLUDED IN THE CONTRACT PRICE.
8. SEED ALL DISTURBED AREAS NOT TOPPED WITH GRAVEL PER SEEDING SCHEDULE ON DETAIL ON SHEET C9.
9. MAXIMUM CUT SLOPE = 2H:1V UNLESS OTHERWISE NOTED.
10. MAXIMUM FILL SLOPE = 3H:1V UNLESS OTHERWISE NOTED.

LEGEND

EXISTING CONTOURS
PROPOSED CONTOURS
LOD/SILT FENCE — LOD —
TPF — TPF — TPF —
EXISTING SPOT ELEVATION x XXX
PROPOSED SPOT ELEVATION ● XXX



1 / C6 GRADING & EROSION CONTROL PLAN
SCALE: 1" = 40'

T-Mobile

PROJECT INFORMATION:
SITE NAME:
JOYCETON
T-MOBILE SITE NAME:
5HK0655C
2550 HICKORY BLVD
LENOIR, NC 28645
CALDWELL COUNTY

PLANS PREPARED BY:
Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
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LICENSER:
NORTH CAROLINA PROFESSIONAL SEAL 057734 ENGINEER ANDREW LAMAR PITTS 10/29/24

KHA PROJECT NUMBER:
017177028

DRAWN BY:	CHECKED BY:
WJW	ALP

SHEET TITLE:
GRADING AND EROSION CONTROL PLAN

SHEET NUMBER:
C6

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EXISTING SITE PHOTO



Hickory Blvd. street view showing entrance to site and approximate location of cell tower beyond frontage and blue building



Meadowview Pl. street view identifying properties on right side of street abutting cell tower property; no street view on Meadowview

APPENDIX A: APPLICANT'S RESPONSE TO SUP STANDARDS

(Ord. of 1-19-2021, § 8)

910 Communication Towers

It is the intent of this Ordinance to allow communication towers for mobile telephone services and other radio and television information services, while minimizing adverse visual and operational effects of towers through careful siting, design, and screening; to avoid potential damage to adjacent properties through proper setbacks; and to maximize the use of communication towers and existing structures to reduce the number of towers necessary to provide for the communication needs of Lenoir and surrounding areas. Wherever a communication tower is permitted as a Special Use (see

Article VI Permitted Use Chart), the following application requirements and review standards shall apply in addition to those specified in Sec. 900 for all Special Uses.

Communication towers shall be a special use in all zoning districts except the B-5.

Please see the Site Plan and Drawings by North Carolina Professional Engineer Andrew Lamar Pitts attached hereto as Exhibit "1" and incorporated herein by reference. The Stat, Inc property is in the B-2 district.

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

APPENDIX A: APPLICANT'S RESPONSE TO SUP STANDARDS

Please see the NIERS letter by North Carolina Professional Engineer William Panek attached hereto as Exhibit "2" and incorporated herein by reference.

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

Please see the Certificate of Insurance attached hereto as Exhibit "3" and incorporated herein by reference.

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

Please see the Alternative Candidate Analysis by Robin Clement of TowerCom hereto as Exhibit "4" and incorporated herein by reference.

910.4 An application for a Special Use Permit shall be accompanied by a copy of an executed lease requiring the applicant to remove all above-ground portions of communication towers no later than ninety (90) days after cessation of operations. In

APPENDIX A: APPLICANT'S RESPONSE TO SUP STANDARDS

addition, each applicant for a communication tower shall execute a facility maintenance/removal agreement prior to issuance of the Special Use Permit. Said agreement shall bind the applicant and the applicant's successors-in-interest to properly maintain the exterior appearance of and ultimately remove the facility in compliance with the provisions of this Ordinance and any conditions of approval. It shall further bind them to pay all costs for monitoring compliance with, and enforcement of, the agreement and to reimburse the City for all costs incurred to perform any work required of the applicant by the agreement that the applicant fails to perform. Such costs shall include, but not be limited to, administrative and job supervision costs. It shall also specifically authorize the City and/or its agents to enter onto the property and undertake said work so long as the City has first provided the applicant the following written notices at the applicant's last known address:

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

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

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

Please see Provision 18 in the Redacted Lease attached hereto as Exhibit "5" and incorporated herein by reference.

In addition, please see the Facility Maintenance/ Removal License Agreement attached hereto as Exhibit "6" and incorporated herein by reference.

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

This is non-applicable as this is an application for a new facility.

APPENDIX A: APPLICANT'S RESPONSE TO SUP STANDARDS

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

Applicant accepts and acknowledges this provision. A check for $2,500 is provided along with this application.

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

Please see the $10,000 Removal Bond attached hereto as Exhibit "7" and incorporated herein by reference.

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

As shown on Sheet C-0 of Exhibit "1" in Note "1", there is no electric transmission tower within 1,320 ft of the proposed facility.

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

This is non-applicable as there were no electric transmission towers within 1320 ft of the proposed facility.

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

APPENDIX A: APPLICANT'S RESPONSE TO SUP STANDARDS

As shown on Sheet C-10 of Exhibit "1", and Design Drawings by Professional Engineer Amy R. Herbst attached hereto as Exhibit "8" and incorporated herein by reference, the proposed facility is of monopole design and designed for T-Mobile and at least three additional broadband carriers.

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

Applicant accepts and acknowledges this provision.

910.12 No tower shall exceed the height of 165 feet, which is measured from base of tower to top of tower.
Applicant accepts and acknowledges this provision. The proposed tower is 165ft.

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

Please see the Airspace Analysis attached hereto as Exhibit "9" and incorporated herein by reference. Due to the tower's de minimis height, the FAA will not require the tower to be illuminated.

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

As shown on Sheets C-2 and C-5 of Exhibit "1", the 60ft by 60ft compound will be enclosed by an 8ft chain linked fence topped with 3 strands of barbed wire as an anti-climbing device for a total height of 9ft.

910.15 No advertising logo or signage is permitted on any tower or antenna.
Please see Sheet C-8 of Exhibit "1". The facility will only display the required FCC site identification and emergency signage.

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

Applicant accepts and acknowledges this provision.

910.17 Modifications to existing communication towers that are otherwise consistent with this ordinance and do not substantially change existing towers shall be

APPENDIX A: APPLICANT'S RESPONSE TO SUP STANDARDS

allowed to be permitted administratively without requiring additional review as a Special Use when the Planning Director finds that the modifications:

A. Do not increase the height of the tower by more than 10 percent;

B. Will not extend more than 20 ft. from the tower;

C. Will add no more than one equipment shelter or four equipment cabinets;

D. Will not involve excavation outside the tower site or existing utility or access easements; and

E. Do not exceed the maximum permitted height of 165 ft. for communication towers.

Modifications that do not meet the above standards may be allowed, but require review and approval as a Special Use and must meet all standards for such uses.

This is non-applicable as this is an application for a new facility.

In addition, we have also enclosed the following documents: ANSI/ Fall Zone Letter by North Carolina Professional Engineer Amy R. Herbst attached hereto as Exhibit "10" and incorporated herein by reference; Recorded Deed attached hereto as Exhibit "11" and incorporated herein by reference; and Letter of Authorization attached hereto as Exhibit "12" and incorporated herein by reference.

Upon review, please let us know if we can provide any additional information or materials in support of our application. I can be reached at 843-414-9754 or 843-313-0103.

Thank you so much for all your help with this.

With warmest regards, I am

Very truly yours,



Jonathan L. Yates

APPENDIX B: TOWER REMOVAL BOND

Bond Number:_ SU1204365

Tower Removal Bond

KNOW ALL PERSONS BY THESE PRESENTS: That weTowerCom IV-B, LLC Of 241 Atlantic Blvd., Ste 201, Neptune Beach FL 32266 a corporation duly organized under the laws of the State of Florida, as principal and Arch Insurance Company, as Surety are held and firmly bound unto City of Lenoir, NC, 801 West Avenue NW, Lenoir, NC 28645 as Obligee, in the amount of Ten Thousand and 00/100 ($10,000.00)Dollars, for the payment of which, well and truly to made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

Whereas, the Principal has obtained written approval from the Obligee for the construction and erection of a wireless communication tower located at Joyceton, Hickory Blvd SW, Lenoir NC.

Now, therefore, if the principal well and truly complies with the maintenance, replacement, removal, relocation of the tower from the aforementioned address within 30 days upon receipt of written notice from the Obligee, to remove, replace, modify, or relocate the tower from said premises then this obligation is void, otherwise to remain in full force and effect unless cancelled as set forth below:

1. It shall be a condition precedent to any right of recover hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts of such default shall be, within Thirty (30) days, delivered to Surety at its Home Office located at:

   Arch Insurance Company
   3286 N Mount Juliet Road
   Mount Juliet, TN 37122
   Phone: 770-519-5827
   E-mail: wsiegfried@archinsurance.com
   by registered mail to the Surety and the Surety shall not be obligated to perform Principal's obligation until sixty (60) days after Surety's receipt of such statement.

2. The Surety may cancel this bond at any time by giving Thirty (30) days' notice, by registered mail or overnight courier service to City of Lenoir, NC (Obligee). Such termination shall not affect liability under this obligation prior to the effective date of such termination.
3. No action, suit, or proceeding shall be maintained against the Surety on this bond unless the action is brought within twelve (12) months of the cancellation date of this bond.
4. Regardless of the number of years this bond may be renewed; in no event shall the liability of the Surety exceed the penal sum of this bond.
5. It is understood that the non-renewal of the bond by the Surety, or failure or inability of the Principal to file a replacement bond shall not constitute a loss recoverable by the Obligee under this bond.

Signed, sealed, and witnessed this 28th day of October, 2024.

Witness

TowerCom IV-B, LLC

George Davis, VP

Witness Sarah Theusch, Admin

Arch Insurance Company

Brad Quiri, Attorney-In-Fact

APPENDIX B: TOWER REMOVAL BOND

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Allison Lemke, Brad Quiri and Jeremy Crawford of Golden Valley, MN (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect.
"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3rd day of January, 2023.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971 Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman,** Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated January 3, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 2nd day of October, 20 24.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company
CORPORATE SEAL 1971 Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

APPENDIX C: ALTERNATIVE CANDIDATE ANALYSIS

October 28, 2024

TowerCom: Joyceton, City of Lenoir, Caldwell County, NC

Alternative Candidate Analysis

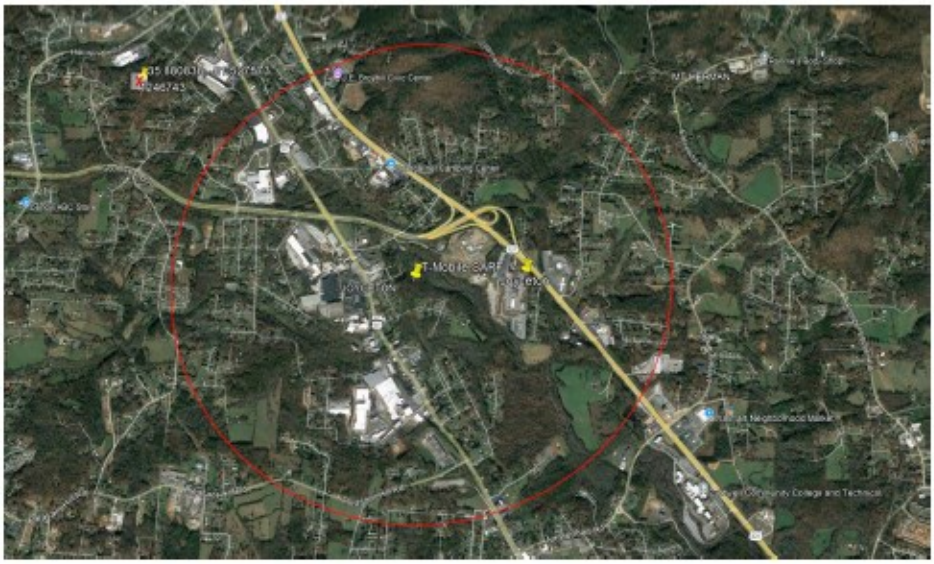
TowerCom submits this document to address alternative candidates it considered during its site selection process. T-Mobile has a specific search area in an area along Highway 321 and Southwest Boulevard with a requested antenna centerline of 160 ft.

City Property in the Search Area

TowerCom was able to confirm there are no city owned properties within the specified search ring nor within a reasonable distance outside of the search ring

Existing Structures in the Search Area

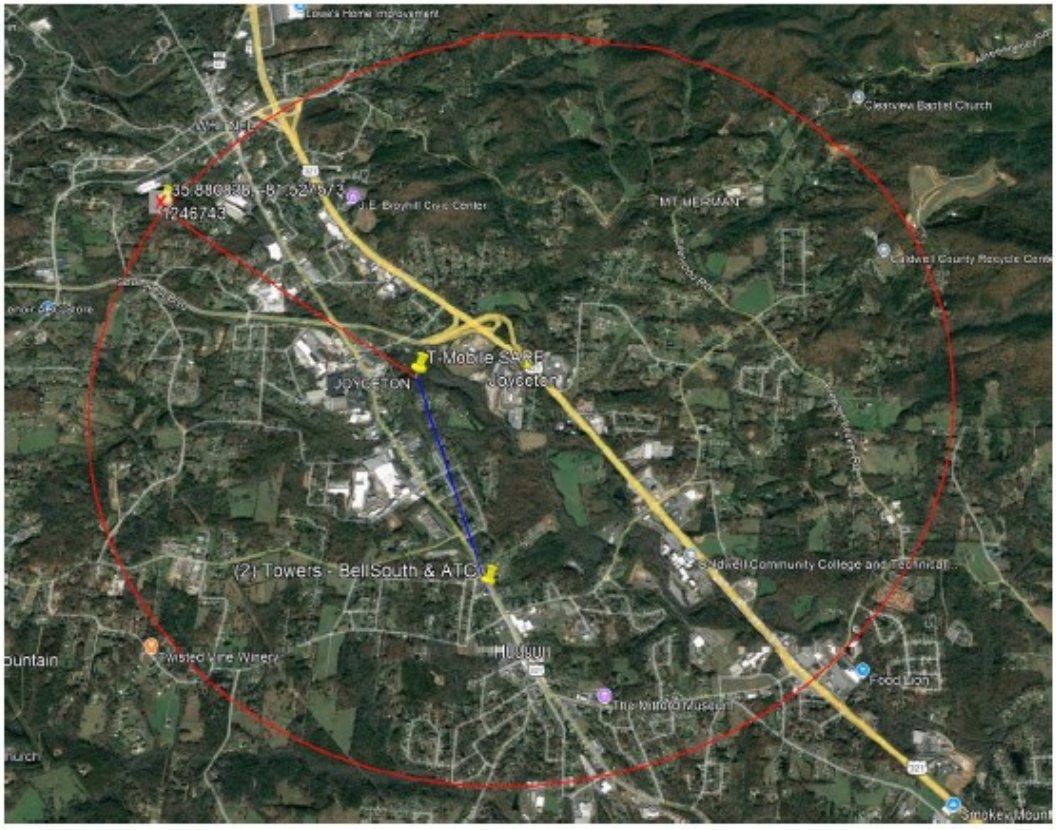
TowerCom was able to confirm there are no existing towers or other structures close to 160 ft. in height within the specified search ring nor within a reasonable distance outside of the search ring that could accommodate T-Mobile's equipment or T-Mobile was not already a tenant.



APPENDIX C: ALTERNATIVE CANDIDATE ANALYSIS

Existing Structures Outside of the Search Area

TowerCom then located the two nearest existing telecommunication tower locations as shown on the attached map in a two-mile radius:



This map illustrates a two-mile radius from the proposed search ring area, and as shown on the map, there are 2 existing towers within the two-mile radius. The nearest existing telecommunication sites (shown with a blue line) are a 140' monopole and 190' monopole side by side located 1.08 miles to the south. T-Mobile is already a tenant on an the existing structure. An At&t Mobility 110' monopole tower, which is 1.57 miles away to the northeast would not meet T-Mobile's intended coverage area.

APPENDIX C: ALTERNATIVE CANDIDATE ANALYSIS

Conclusion

As noted above, there are no existing structures of sufficient height within the described search ring, and as noted above, the closest existing tower is 1.08 miles away, and T-Mobile is already a tenant at this location. TowerCom has leased a property from a willing landlord whose property will be developed in accordance with City of Lenoir regulations.

I certify that the foregoing is true and correct:

Robin Clement on Behalf of TowerCom

TOWERCOM
ON AIR. ON TIME.
Robin Clement, PMP | Director of Site Development
241 Atlantic Blvd. | Suite 201 Direct | 919.666.2904
Neptune Beach, FL 32266 Cell | 919.302.5030
www.towercomenterprises.com

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APPENDIX D: AIRSPACE SAFETY SITE SPECIFIC EVALUATION

ASAC SITE SPECIFIC EVALUATION
FOR
Site Name: Joyceton
Site Number:
Site Location: Hudson, NC

Requestors Name: Kathe Post
Company Name: TowerCom IV, LLC
Street Address: 5561 NC Highway 55, STE 201
City and Zip: Durham, NC. 27713

This is an evaluation based on application of surfaces identified in Federal Aviation Regulation (FAR) Part 77 and Federal Communication Commission (FCC) Rules Part 17.

EXECUTIVE SUMMARY

- **The max height that can be built at this site without notice to the FAA is 200 feet AGL or 1435 feet AMSL.**
- **The max No Extended Study height at this site is 499 AGL, or 1734 AMSL.**
- **The max no hazard height at this site is 499 AGL, or 1734 AMSL.**
- **The max no marking and lighting height at this site is 200 AGL, or 1435 AMSL.**

SITE DATA

Structure Type: Antenna Tower

Coordinates of site:	**Lat:**	**35°52'4.63"**
	Long:	**81°29'48.60"**
	Datum:	**NAD 83**

Site ground elevation:	**1235**
Total height above the ground of the entire structure (AGL):	**174**
Total height above mean sea level (AMSL):	**1409**

APPENDIX D: AIRSPACE SAFETY SITE SPECIFIC EVALUATION

AIRPORT/HELIPORT INFORMATION

Nearest public use or Government Use (DOD) facility: Foothills Regional.

This structure will be located 6.2 NM or 38133 FT from the airport on a bearing of 242 degrees true to the airport.

Nearest private use landing facility is: Lower Creek.

This structure will be located 4.5 NM from the airport on a bearing of 4 degrees true to the airport.

STUDY FINDINGS

FAA FAR Part 77 paragraph 9 (FAR 77.9): (Construction or Alteration requiring notice.) (These are the imaginary surfaces that the FAA has implemented to provide general criteria for notification purposes.)

This structure does not require notification to the FAA.

FAA FAR Part 77 paragraph 17(FAR 77.17): (Standards for Determining Obstructions.)(These are the imaginary surfaces that the FAA has implemented to protect aircraft safety. If any of these surfaces are penetrated, the structure may pose a Hazard to Air Navigation.)

This structure does not exceed these surfaces.

FCC Notice Requirements:
(FCC Rules, Part 17)

This structure does not require notification to the FAA or FCC based on these rules.

FAA EMI:
(The FAA protects certain air navigational aids, radio transmitters, and RADAR facilities from possible interference. The distance and direction are dependent on the type of facility being evaluated. Some of these transmission and receiver facilities are listed in the National Flight Data Center (NFDC) database.)

This site would not affect any FAA air navigational aids or transmitters.

APPENDIX D: AIRSPACE SAFETY SITE SPECIFIC EVALUATION

Military Airspace:
(This would include low level visual and instrument routes along with operations areas and special use airspace.)

This structure will not affect this airspace.

AM Facilities:
(The FCC protects AM radio stations from possible interference for a distance of 3.0 km for directional facilities, and 1.0 km for non-directional facilities. New changes to the FCC critical distances are calculated based on the AM transmission Movement Method Proof evaluation.)

This site was evaluated against the FCC's AM antenna database using the Movement Method proof calculations and no further action is required.

MARKING AND LIGHTING

FAA Advisory Circular 70/7460-1:

Marking and lighting is not required for this structure.

RECOMMENDATIONS

This site was evaluated in accordance with the requirements specified by the FAA under Federal Aviation Rules part 77, and found not to be a hazard to air navigation.

Appendix D: Airspace Safety Site Specific Evaluation



CITY OF LENOIR

COUNCIL ACTION FORM
January 7, 2025

I. Agenda Item:

ZOA 5-24: Ordinance Amendment regarding Churches in Industrial

II. Background Information:

It has come to the attention of Lenoir Planning Staff that churches (included under "Cultural and Community Facilities, Churches, Synagogues, Mosques" on the Permitted Use Chart) are not permitted in industrial districts. The few churches that are located in industrial districts are considered legally non-conforming. This status generally means they are permitted to remain in place but cannot expand or rebuild.

Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) establishes a general rule that zoning regulation cannot impose a substantial burden on religious exercise unless it is in furtherance of a compelling governmental interest. While most zoning regulations do not "substantially burden" religious exercise, zoning regulations that treat religious assemblies on "less than equal terms" with non-religious uses are prohibited. Many courts have determined this to mean that secular places of assemblies, such as movie theatres should be treated the same way as religious assemblies. Today, movie theatres are included under "Indoor Recreation," which are permitted by right in industrial districts.

Planning Board and staff recommends permitting "Cultural and Community Facilities, Churches, Synagogues, Mosques" by right in industrial districts, and offers the following consistency statement:
The proposed zoning ordinance amendment is consistent with the Lenoir Comprehensive Plan because it results in sensible and straightforward zoning standards. This text amendment aligns the land-use impacts of permitted uses with the appropriate zoning district. The proposed amendment is reasonable and in the public interest because it aligns local zoning ordinance with federal law.

Ordinance is attached.

III. Staff & Planning Board Recommendation:

Adoption of the attached ordinance.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Hannah Williams

Planning Director:__ _____

AN ORDINANCE OF THE CITY COUNCIL OF LENOIR, NORTH CAROLINA, AMENDING APPENDIX A OF THE LENOIR CITY CODE RELATED TO PERMITTED LOCATIONS FOR CHURCHES, PROVIDING FOR CODIFICATION, AND AN EFFECTIVE DATE.

Whereas, Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) establishes a general rule that zoning regulation cannot impose a substantial burden on religious exercise unless it is in furtherance of a compelling governmental interest; and

Whereas, the Lenoir Zoning Ordinance permits secular places of assembly such as movie theatres in industrial districts, while religious places of assembly are not permitted in industrial districts, and

Whereas, the Lenoir Planning Board and City Council find that this ordinance is consistent with the City's Comprehensive Plan, which calls for the review of existing development ordinances and identification of regulations needing updating or removal,

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

SECTION 1. Appendix A, Article VI of the Code of Ordinances, City of Lenoir, North Carolina, "Permitted Use Chart" is hereby amended to read as follows:

SECTION 600, TABLE B: Chart of Permitted and Conditional NON-RESIDENTIAL Uses

SECTION 600, TABLE A: Chart of Permitted and Conditional **NON-RESIDENTIAL** Uses

P=Permitted Use · PS=Permitted w/ Separation Requirements · C=Conditional Use · Blank = Prohibited

	Residential							*Mixed Use/Commercial*							*Industrial*	
NON RESIDENTIAL (1)	*R-R (Rural Residential)*	*R-20 (Low Density Single Family)*	*R-15 (Single Family)*	*R-12 (Single Family)*	*R-9 (mixed density residential)*	*R-6 (high density residential)*	*R-C (residential-commercial)*	*O&I (Office and Institutional)*	*B-1(Neighborhood Business)*	*B-2 (General Business)*	*B-3 (Central Business District)*	*B-5 (Neighborhood Mixed Use)*	*B-6 (Transitional Business)*	*B-7 (Highway Business)*	*I-1 (Light Industrial)*	*I-2 (Heavy industrial)*
Adult Establishment/Adult Use/Sexually Oriented Business (2)										PS					PS	
Adult Gaming Establishment (3)										PS					PS	
Agriculture	C	C(9)													C(9)	C(9)
Billards and Pool Halls (10)										P	P					
Day Care Centers	C			C	C	C	P	P	P	P	P	P	C	P	P	P
Communication Towers (4)	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C
Cultural and Community Facilities, Churches, Synagogues, Mosques	C	C	C	C	C	C	C	P	C	P	P	C	C	P	P	P
Kennels, Commercial (12)										p				P	P	p
Eating and Drinking (without drive-through)							P	P	C	P	P	P	P	P	P	P
Eating and Driving (with Drive-through)							P			P				P	P	P
Flea Markets										C				C	P	P
Green Houses, Commercial (5)	C	C								P	P			P	P	P
Hospital/Clinics								P		P	C			P	P	P
Hotels/Motels										P	P			P		
Junk Yard/Salvage Yard (11)																P
Manufacturing & Processing: Boutique/Artisan							P	P	P	P	P			P	P	P
Manufacturing & Processing: Light										P(6)				P(6)	P	P
Manufacturing & Processing: Heavy																P
Night Clubs/Private Clubs (7)										PS	P					
Office (includes Medical and Dental)							P	P		P	P	P	P	P	P	P
Public Service Facilities					C	C	C	P		P	P			P	P	P
Personal Storage (mini warehouse)										P				P	P	P
Recreation, Outdoor	(8)	(8)	(8)	(8)	(8)	(8)	(8)			P				P		
Recreation, Indoor										P	P			P	P	P
Retailing, Light							P	P		P	P	P	P	P	P	P
Retailing, Intensive										P				P	P	P
Retailing: Neighborhood Business	C	C					P	P	P			P	P			
Services, Automotive (13)										P				P	P	P
Services, Major Vehicle										C				C	P	P
Services, Business and Personal							P	P	P	P	P	P	P	P	P	P
Shooting Range, Indoor										P					P	P
Studios and Specialty Schools								P	P	P	P	P	P	P	P	P
Veterinarians (no outdoor kennels)										P			P	P	P	P
Warehousing										P(14)				P(14)	P	P

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

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

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, this __ day of _____ and this ___ day of _____, 2025.

DONE, THE PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE, by an affirmative vote of the a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this _____ day of _____, 2025.

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

_____
Mayor/Mayor Pro Tempore

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

_____
City Clerk

[Remainder of page intentionally left blank.]

CITY OF LENOIR

COUNCIL ACTION FORM
January 7, 2025

I. Agenda Item:

Public hearing for ZOA 4-24: Ordinance Amendment regarding Beach Bingo

II. Background Information:

Applicants Amanda Moser and Rochelle Dula have proposed to exclude Beach Bingo from Adult Gaming Establishment and the allow it wherever Indoor Recreation is allowed. Planning Board recommends approval of the zoning amendment.

In Appeals Case AP 1-24, the Board of Adjustment determined that due to the $10 cash reward, "beach bingo" falls under Adult Gaming Establishment as a land use and is required to meet the Performance Standards in Section 611 of the Lenoir Zoning Ordinance. The performance standards include separation distances from residential districts, churches, parks, schools, addiction treatment facilities, and other sensitive uses (see enclosed copy of Sec. 611, as well as definitions of gaming in the Lenoir Zoning Ordinance.)

Beach bingo is defined in NCGS 14-309.6 as bingo games which have prizes of ten dollars ($10.00) or less or merchandise that is not redeemable for cash and that has a value of ten dollars ($10.00) or less. NCGS 14 309.14 provides several statewide regulations on how beach bingo games can be operated. They must be licensed, cannot take place where any other licensed bingo game is operated, and cannot reward more than $10 per game. There is no age limit to play beach bingo or any licensed bingo games in NC.

A copy of the Adult Gaming Ordinance and relevant definitions are enclosed, along with draft ordinance.

III. Staff & Planning Board Recommendation:

Adoption of the attached ordinance based on the consistency statement below:

The proposed zoning ordinance amendment is consistent with the Lenoir Comprehensive Plan because it results in sensible and straightforward zoning standards. This text amendment aligns the land-use impacts of permitted uses with the appropriate zoning district. The proposed amendment is reasonable and in the public interest because it aligns local zoning ordinance with state law.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Hannah Williams

Planning Director:__ _____

611 Performance Standards for Adult Gaming Establishments

1. Adult Gaming Establishments must be located at least 350 ft. away from any residential zoning district, measured from the edge of the residential district to the closest door of the adult gaming establishment open to the public in a straight line.

2. Adult Gaming Establishments must be located at least 1,000 ft. away from any school, youth day care, church, park, or playground, measured from the property line of the protected use to the closest door open to the public of the adult gaming establishment in a straight line.

3. Adult Gaming Establishments must be located at least 1,000 ft. away from any other Adult Gaming Establishment, Adult Use, Liquor (ABC) Store, or Addiction Treatment and Recovery Facility, measured from door to door in a straight line.

4. Alcohol Sales are prohibited.

5. Hours of operation are limited to the hours between 11 a.m. and 12:00 midnight.

6. Adult Gaming Establishments are limited to 1,500 sq. ft. of floor area dedicated to gaming operations and must provide 1 parking space for every 150 sq. ft. of floor area.

7. A zoning permit issued by the Planning and Community Development department is required prior to the establishment of any Adult Gaming Establishment within the City.

Adult Gaming Establishment - Any establishment deemed legal by state law, featuring one or more stand-alone electronic or conventional gaming units, skill-based or otherwise, or serving one or more patrons in such a capacity at any one time, which also rewards patrons with cash or other monetary payments, goods or certificates for services which are redeemable for cash or other monetary payment on or off premise and including on-line redemptions, as well as any rewards which cannot be legally obtained, consumed, or otherwise used by minors. This term includes, but is not limited to, internet cafes, internet sweepstakes, beach sweepstakes, and cyber cafes.

General Gaming Establishment - Any establishment deemed legal by state law, excluding billiards halls, adult gaming establishments and any others similarly defined in this chapter, whose primary use is to provide entertainment services to the general public in the form of electronic or conventional gaming units which provide either no reward to patrons or rewards of limited value such as children's toys, games, and novelties when all of said rewards can be legally obtained and used by all ages and are not redeemable for cash or any other kind of compensation or services on or off premises, including on-line redemptions. This term includes, but is not limited to, traditional video game arcades and children's and family game centers, whether stand-alone or in conjunction with a restaurant or other permissible uses.

AN ORDINANCE OF THE CITY COUNCIL OF LENOIR, NORTH CAROLINA, AMENDING APPENDIX A OF THE LENOIR CITY CODE RELATED TO THE DEFINITION OF RETAIL, PROVIDING FOR CODIFICATION, AND AN EFFECTIVE DATE.

Whereas, NCGS 14-309.6 defines beach bingo as bingo games which have prizes of ten dollars ($10.00) or less or merchandise that is not redeemable for cash and that has a value of ten dollars ($10.00) or less, and NCGS 14-309.14 authorizes duly licensed "beach bingo" games to operate in the state, with prizes limited to a ten-dollar ($10) value per game, and

Whereas, the Adult Gaming Establishment ordinance in Sec. 611 of the Lenoir Zoning Ordinance has residential and sensitive-use separation standards for all games that reward with any amount of cash, and

Whereas, a beach bingo game operator desires to open a beach bingo business in a business district but cannot find a site that meets the residential and sensitive-use separation standards of Sec. 611 of the Lenoir Zoning Ordinance, and

Whereas, the Lenoir Planning Board finds and declares that this ordinance and these amendments consistent with the City's adopted Comprehensive Plan; and

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

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

SECTION 1. Appendix A, Article IV of the Code of Ordinances, City of Lenoir, North Carolina, "Definitions" is hereby amended to read as follows:

ARTICLE IV. – DEFINITIONS

****

Beach Bingo - Bingo games which have prizes of ten dollars ($10.00) or less or merchandise that is not redeemable for cash and that has a value of ten dollars ($10.00) or less.

Recreation, Indoor - Uses that provide recreational opportunities for adults and children located primarily within enclosed buildings. Indoor recreation uses include general gaming establishments, beach bingo, movie theaters, bowling alleys, arcades, indoor roller skating and ice skating rinks, escape rooms, laser tag, indoor play structures, trampolines, indoor rock climbing walls, museums and hands-on play spaces, and similar uses. Adult gaming establishments and billiard/pool halls are regulated separately and are not included in indoor recreation uses.

****

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

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

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, this _____ day of _____ and this _____ day of _____, 2025.

DONE, THE PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this _____ day of _____, 2025.

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

_____

Mayor/Mayor Pro Tempore

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

_____

City Clerk

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LENOIR CITY COUNCIL
TUESDAY, DECEMBER 3, 2024
5:30 P.M.

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

ABSENT: Councilmember Kimmie Rogers.

CITY STAFF: In attendance was Finance Director Donna Bean, Fire Chief Norman Staines, Deputy Fire Chief Kenny Nelson, Police Chief Brent Phelps, Police Major Andy Wilson, Planning Director Hannah Williams, Parks & Recreation Director Phil Harper, Public Services & Public Works Director Jon Hogan, Public Services Public Utilities Director Jeff Church, Director of Special Projects & Grants Jared Wright and Public Information/ Communication Director, Joshua Harris.

I. CALL TO ORDER

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

CONDOLENCES; FAMILY OF DIANE TEAGUE:

B. On behalf of City Council, Mayor Gibbons extended condolences to Paul Teague, Community & Economic Developer, Western Piedmont Council of Governments (WPCOG) upon the passing of his wife Diane on Friday, November 29. Mayor Gibbons said Paul was a long-time friend and asked everyone to keep him in their thoughts and during this difficult time.

FY2023-2024 ANNUAL AUDIT:

C. Cynthia Randolph, CPA, PLLC, presented the FY2023-2024 Annual Audit to City Council. Ms. Randolph commended Finance Director Donna Bean, City Manager Scott Hildebran along with staff for the great job they do regarding the City's financial budget. She shared the FY2023-2024 annual audit was submitted to and approved by the Local Government Commission (LGC). Ms. Randolph stated she submitted an unmodified opinion on financial statements to be included in the audit report as well. Also, Ms. Randolph reported she submitted a single audit in accordance with the uniform guidance which means the City of Lenoir's federal funding was $750,000 or more and the funding was expended on major funding programs.

The major federal programs for the Federal purposes were the Clean Water Revolving Fund and the Coronavirus State Fiscal Recovery Funds for federal programs. The major federal programs for the state were the 1) Powell Bill Program and 2) State Capital Infrastructure Fund.

Ms. Randolph shared there were no material weaknesses or significant deficiencies in compliance or in internal controls which was noted in the audit. She also referred to a list of financial highlights by fund that Finance Director Bean included as information. (A copy of the financial highlights by fund are attached to these minutes.)

Ms. Randolph reported the City has $18,850,298 in Fund Balance which is an increase of $2,144,652 in its unassigned Fund Balance for the General Fund over the previous year. The unassigned Fund Balance is 83.72% of total general fund expenditures which is well above the state's median of 46%. The City's tax collection rate is 97.43% which is also above the state's average of 97%. The Water and Sewer Enterprise Fund had a change in net position (income) of $1,152,244. Ms. Randolph remarked the City is in excellent financial condition. Additionally, Ms. Randolph reported the City's debt decreased by $1,886,000 in outstanding principal.

Ms. Randolph remarked the City of Lenoir had an excellent audit this year.

Councilmember Stevens remarked that City Manager Scott Hildebran, Finance Director Donna Bean along with staff did a great job regarding the City's finances this year.

On behalf of City Council, Mayor Gibbons also thanked City Manager Scott Hildebran, Finance Director Donna Bean and staff for the great job they do pertaining to the City's finances. Mayor Gibbons also thanked Mr. Hildebran for his leadership and stated he was glad to be a part of such a great team.

Upon a motion by Councilmember Stevens, City Council voted 6 to 0 to adopt the FY2023-2024 Annual Audit as presented.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

The public hearing has been moved to the end of the agenda.

III. CONSENT AGENDA ITEMS

A. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, October 22, 2024 as submitted.
B. Minutes: Approval of the minutes of the City Council meeting of Tuesday, November 5, 2024 as submitted.
C. Contiguous Annexation Petition; Intersection of US321 and Blairs Fork Road: Approval of a Resolution directing the City Clerk to check the Annexation Petition for Sufficiency for property located at the intersection of US Hwy 321 and Blairs Fork Road, NCPIN#2840657903 and to call for a public hearing to be held on Tuesday, January 7, 2025. The parcel is located within the City's Extraterritorial Jurisdiction (ETJ), zoned as R-R, Rural Residential, and is contiguous with the Lenoir City limits. (A copy of the resolutions are attached to these minutes as information.)
D. Amendments; Capital Project Budget Ordinance: Staff and the Western Piedmont Council of Governments recommend approval of the three (3) Capital Project Budget Ordinance amendments as follows:
   1. The Capital Project Budget Ordinance amendment for the FY2022 Unifour Consortium HOME Program in the amount of $321,825.61 as submitted. (The City of Lenoir is the lead entity.)

2. The Capital Project Budget Ordinance amendment for the FY2023 Unifour Consortium HOME Program in the amount of $114,756.24 as submitted.
3. The Capital Project Budget Ordinance amendment for the FY2024 Unifour Consortium HOME Program to re-allocate funding with zero net effect on the total budget as submitted. (Copies of the Capital Project Budget Amendments are attached to these minutes as information.)

E. Agreement; WPCOG – Disaster Recovery Services: Approval of an Agreement between the City of Lenoir and the Western Piedmont Council of Governments (WPCOG) for assistance with disaster recovery services and effective management of disaster recovery efforts as related to Tropical Storm Helene as submitted. (A copy of the Agreement is attached to these minutes as information.)

F. City Council approved a Capital Project Budget Ordinance amendment to close out the American Rescue Plan Act Project approved on June 15, 2021. (A copy of the Capital Project Budget Ordinance is attached to these minutes as information.)

Upon a motion by Councilmember Stevens, City Council voted 6 to 0 to approve Items A through F on the Consent Agenda as presented and as submitted.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

DECEMBER CALENDAR:

1. The December calendar was provided to City Council listing various meetings and events.

CHRISTMAS LIGHT SHOW:

2. The Christmas Light Show will continue nightly on the downtown square from 6:00 p.m.-10:00 p.m. through January 1.

VIRTUAL OPEN HOUSE; MEETINGS, COMP PLAN:

3. The City of Lenoir is hosting a virtual open house on Wednesday, December 4, beginning at 6:00 p.m. to provide an update on the new Living Lenoir 2045 Comprehensive Plan. Staff will post a link to the meeting on the Comp Plan website at https.lenoir2045.com. Upon receiving a lot of feedback about the Parks & Recreation Master Plan, Staff is also asking residents to complete the Parks & Recreation Survey that is available at https://bit.ly/3CLsutu.

STARRY NIGHT CHRISTMAS PARADE:

4. The Starry Night Christmas Parade is scheduled for Friday, December 6 beginning at 6:30 p.m. in downtown Lenoir.

CARRIAGE RIDES:

5. Carriage rides are available again this year in downtown Lenoir on December 9, 10, 11, 16 & 18 from 5:00 p.m. until 8:00 p.m. The rides last for 15 minutes and tickets are available online at www.downtownlenoirnc.com.

LOOSE LEAF PICKUP:

6. Loose leaf pickup has begun in the City of Lenoir. Staff will make three passes by homes - one per month in November, December, and January, weather permitting. Residents should rake leaves into piles behind the curb or ditch line, and remove all bricks, rocks, sticks, or glass. Such items may cause personal injury to employees and damage equipment. The City provides this service at no extra cost to residents.

ABC BOARD MEETING:

7. The ABC Board will meet on Thursday, December 12 at 2:00 p.m.

LUMINARY DISPLAY:

8. The annual Luminary Display will be held on Friday, December 13 beginning at 6:00 p.m. at Blue Ridge Memorial Park. A rain date is scheduled for Friday, December 20.

MEETING CANCELLATION:

9. The City Council meeting of Tuesday, December 17 has been cancelled. The next meeting will be held on Tuesday, January 7, 2025.

HOLIDAY CLOSINGS:

10. City offices will be closed on Tuesday, December 24 through Thursday, December 26 in observance of the Christmas holidays. City offices will also be closed on Wednesday, January 2 in observance of New Year's Day and Monday, January 20 in observance of the Martin Luther King, Jr. holiday.

CURBSIDE CHRISTMAS TREE PICKUP:

11. Curbside Christmas tree pickup will begin the week of January 6.

B. Items for Council Action

MINIMUM HOUSING ORDINANCE; 309 GLENDALE STREET NW:

1. Staff recommends approval of an Order of Abatement directing Staff to abate the minimum housing violations by demolishing the structure on the property located at 309 Glendale Street NW (NCPIN #2749982830 and Parcel ID#09-8-2-49) as submitted.

A copy of the recorded Order of Abatement is attached to these minutes as information.

City Manager Hildebran stated Staff's recommendation along with photos of the violations on the property are included in the agenda packet.

Upon a motion by Councilmember Beal, City Council voted 6 to 0 to adopt the Order of Abatement for property located at 309 Glendale Street NW (NCPIN #2749982830 and Parcel ID#09-8-2-49) as recommended and as submitted.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

CLOSED SESSION:

A. Upon a motion by Councilmember Perdue which carried unanimously, City Council entered into

closed session to consult with the City Attorney in order to preserve the attorney-client privilege between the Attorney and the City Council. The purpose of the closed session is for the City Council to receive advice and consideration and give instructions to the Attorney concerning pending litigation, *MachTech Properties, LLC and Big Bear Paw, LLC* v City of Lenoir, 24CVS 1515, Caldwell County.

OPEN SESSION:

B. Upon a motion by Councilmember Perkins which carried unanimously, City Council re-entered into open session.

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

UPDATE; TURKEY TUESDAY EVENT:

A. Councilmembers Ike Perkins and Crissy Thomas thanked everyone that volunteered with the annual Turkey Tuesday event held on Tuesday, November 26 at the Martin Luther King, Jr. Center. This year marks the 10th anniversary of Turkey Tuesday and Staff along with volunteers gave out over 400 turkeys to families in the community. Councilmember Thomas remarked she was looking forward to the event next year. In addition, Councilmember Perkins stated the event would not be possible without the help of the community and businesses who donates the turkeys along with other assistance. City Manager Hildebran stated it was a great success and Mayor Gibbons also thanked Councilmembers Crissy Thomas and Ike Perkins for organizing the event every year.

CONDITIONAL ZONING ORDINANCE AMENDMENT (CZ-9):

A. **Note:** The public hearing began at 6:00 p.m. as the legal ad published in the *News-Topic* listed the public hearing time of 6:00 p.m.

A public hearing was held to receive public comments regarding a conditional zoning ordinance text amendment concerning the Conditional Zoning-9 Ordinance (CZ-9), NCPIN#2759433734 adding cluster subdivision development standards to reflect a minimum setback of five (5) feet, and a minimum lot size of 3,600 square feet for property located off of the McLean Drive Extension. The applicant is Lennar Homebuilders (Christian Jones) and Staff recommends approval of the Ordinance text amendment with the two proposed conditions as described above and as based on the Consistency Statement as follows:

The proposed amendment is consistent with the land use policy concepts in the Comprehensive Plan that call for distinctive neighborhoods that preserve open space, enhance walkability, accommodate a range of housing types, use stormwater measures as community amenities, and foster a strong sense of place. The proposed development is consistent with the Future Land Use Map, which identifies the parcel as "medium density residential" and "mixed use with commercial." While commercial uses aren't proposed, the densities and mix of housing types proposed are consistent with the larger area accommodating a mix of uses.

The rezoning is reasonable and in the public interest because it provides much-needed single-family housing near the US-321 commercial corridor.

A copy of the recorded Ordinance and map are attached to these minutes as information.

Mayor Gibbons opened the public hearing to receive public comments regarding the conditional zoning ordinance amendment.

Hannah Williams, Planning Director, addressed City Council and stated the Planning Board reviewed and supports the existing ordinance and changes proposed to reflect and allow for future housing development opportunities in Lenoir.

Director Williams clarified the proposed project would be located north of the track behind Lowes and off of McLean Drive. In addition, Director Williams reiterated these would be very small lots, but mentioned the developer has proposed 100 fewer homes than before. She stated there were no other changes in the proposed ordinance.

Mayor Pro-Tem Stevens asked about the maximum house size with Director Williams stating the size of the homes were not currently defined in the conditional zoning ordinance. She further stated she has not yet seen a design of the proposed houses, but said there would be a mix of sizes.

Councilmember Prestwood gave an example of the lots and homes in Wexford Village by stating these homes also have five-foot side setbacks, are 1,800 square-foot homes and the lot sizes are around 4,500 square feet.

Barry Smith, 520 Golfview Court addressed City Council and asked if this was going to be one contiguous property.

Director Williams stated the subdivision clusters would be located on both sides of McLean Drive and reviewed a map outlining the proposed subdivisions. Director Williams also clarified the roads and entrance ways would not be changing.

Rich Miller addressed City Council and asked how many people would reside in the proposed homes.

Director Williams stated there would be 450 units, but the city doesn't regulate the number of people living in a home.

Mr. Miller also asked about the additional traffic with Director Williams stating a traffic study would be done.

Cliff Anderson, Hibriten Drive addressed City Council and asked if the homes would be connected to the City's sewer system or if septic tanks would be required.

Director Williams stated the subdivision would be connected to the City's sewer system.

Councilmember Perdue stated the major priority of City Council is housing and this proposed cluster subdivision meets that need.

There being no further public comment, 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 Conditional Zoning-9 Ordinance Amendment adding cluster subdivision development standards to reflect a minimum side setback of five (5) feet, and a minimum lot size of 3,600 square feet for property located off of the McLean Drive Extension as described above and as based on the submitted Consistency Statement.

X. ADJOURNMENT

A. There being no further business, the meeting was adjourned at 6:37 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

City of Lenoir

Financial Highlights
Year Ended June 30, 2024

	2024	2023	Increase (Decrease)
General Fund			
Cash and investments (including restricted cash)	19,626,284	17,742,539	$ 1,883,745
Total assets	22,189,455	20,168,381	2,021,074
Fund balance	21,356,498	19,211,846	2,144,652
Total revenues	24,821,646	23,704,724	1,116,922
Total expenditures	22,514,994	21,458,474	1,056,520
Other financing sources (uses)		-	-
Change in fund balance	2,144,652	2,246,250	(101,598)
Percent of taxes collected	97.4%	97.8%	
Unassigned fund balance as a % of general fund expenditures	83.7%	79.4%	
Total Expenditures by Department:			
General Fund:			
General government	3,712,692	3,893,607	(180,915)
Public safety	12,040,725	11,013,352	1,027,373
Transportation	2,496,750	2,353,258	143,492
Environmental protection	1,305,564	1,277,557	28,007
Economic and physical development	814,866	688,092	126,774
Cultural and recreation	2,014,713	2,102,924	(88,211)
Debt service	129,684	129,684	-
Special Revenue Funds			
Cash and investments (including restricted cash)	2,628,627	3,414,348	(785,721)
Total assets	2,628,627	3,414,348	(785,721)
Fund balance	535,935	628,997	(93,062)
Total revenues	3,638,349	2,464,665	1,173,684
Total expenditures	3,731,411	2,137,124	1,594,287
Change in fund balance	(93,062)	327,541	(420,603)
Enterprise Fund - Water and Sewer			
Cash and investments (including restricted cash)	14,106,587	11,142,203	2,964,384
Total assets	85,544,720	85,731,247	(186,527)
Net position	61,587,053	60,434,809	1,152,244
Total revenues	10,879,292	10,440,467	438,825
Total expenditures	10,114,737	9,004,117	1,110,620
Nonoperating revenues (expenditures)	198,569	(9,279)	207,848
Change in net position	1,152,244	1,427,071	(274,827)

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Fee $26.00
10102212
Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

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AN ORDINANCE OF THE CITY COUNCIL OF LENOIR, NORTH CAROLINA, DESIGNATING CERTAIN LAND GENERALLY LOCATED NORTH AND SOUTH OF MCLEAN DRIVE, WEST OF HUNTINGTON WOODS NEIGHBORHOOD AND HIBRITEN DRIVE, COMPRISED OF 157 ACRES, MORE OR LESS, AS CONDITIONAL ZONING DISTRICT #9 (CZ-9) ON THE CITY'S OFFICIAL ZONING MAPS; DIRECTING AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE.

Whereas, at its regularly scheduled meetings of October 28, 2024, the Lenoir Planning Board considered zoning application case number ZOA 3-24, requesting the Conditional Zoning district designation amendment, for approximately 157 acres of land, described by the legal description attached to this ordinance as **Exhibit "A"** (hereinafter the "Property"); and

Whereas, the property owner and applicant desires to develop a multi-phase, master planned residential development on the property, while preserving green space and environmentally sensitive areas, necessitating the need for Conditional Zoning; and

Whereas, based upon the evidence presented to the Lenoir Planning Board, including the information and analysis contained in the staff report for application case number ZOA 3-24, and subject to certain conditions, the Lenoir Planning Board recommended that the Lenoir City Council approve said conditional zoning application and adopt an ordinance in accordance therewith; and

Whereas, the Lenoir Planning Board has found that approval of the application is consistent with the City's adopted Comprehensive Plan, which calls distinctive neighborhoods that preserve open space,

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enhance walkability, accommodate a range of housing types, use stormwater measures as community amenities, and foster a strong sense of place. The proposed development is consistent with the Future Land Use Map, which identifies the parcel as "medium density residential" and "mixed use with commercial" — while commercial uses aren't proposed, the densities and mix of housing types proposed are consistent with the larger area accommodating a mix of uses. The re-zoning is reasonable and in the public interest because it provides much-needed housing at a variety of densities, at an appropriate scale near the US-321 commercial corridor; and

Whereas, the Lenoir City Council hereby finds that this ordinance is consistent with the intent and purpose of the Conditional Zoning designation as established by Appendix A, Article V, Section 502, Lenoir City Code; and

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

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

SECTION 1. ZONING. After due notice and public hearing, and pursuant to Appendix A, Article XIV of the Lenoir City Code, and other relevant portions of the Lenoir City Code, the zoning designation for the Property is hereby changed from the R-12 zoning district to Conditional Zoning district on the City's Official Zoning Map (to be denoted as "CZ-9").

SECTION 2. OTHER DEVELOPMENT LAWS. Except as expressly provided otherwise by this ordinance, the CZ-9 zoning district remains subject to all applicable federal, state, and local laws, and nothing in this ordinance shall be construed to exempt the Property from the lawful authority or jurisdiction of any federal, state, or local agency.

SECTION 3. DEFAULT ZONING DISTRICT. Except as expressly provided otherwise by this ordinance, the Property shall be governed by the land development regulations of the R-12 zoning district.

SECTION 4. SPECIAL CONDITIONS. The Conditional Zoning district for the Property is subject to the following special conditions:

1. **Concept Plan.** Subject to any modifications expressly contained in the text of this ordinance, development and maintenance of the Property must be consistent with the concept plan attached to this ordinance as **Exhibit "B"** (hereinafter the "Concept Plan"). In the event of a conflict between the text of this ordinance and the Concept Plan, the text of this ordinance shall control. References in this ordnance to lots, parcels, buildings, phases, and other development features refer to such features as identified on the Concept Plan.
2. **Variances.** Zoning variances to the standards of the default zoning district not modified by this ordinance may be approved pursuant to the procedures set forth in Appendix A, Article XIII, Section 1312.1 of the Lenoir City Code.

3. **Modification.** The special conditions specific to the CZ-9 zoning district may only be modified by application for a zoning map amendment following the procedures outlined in Appendix A, Article VIII, Section 820 of the Lenoir City Code.
4. **Definitions.** Where used in this ordinance, the following terms are defined as follows:
    a. *Dwelling, Single-family attached* (Townhouses or row houses) - A single-family dwelling unit constructed in a series or groups of attached units with a common dividing side wall with property lines separating such units. A single dwelling unit occupies the area from ground to roof and may include front and/or back yard areas. Two, three, or four units may be attached together.
    b. *Dwelling, Single-family detached* - A detached building on its own platted lot that contains one dwelling unit, other than a manufactured home, designed for occupancy exclusively by one family. One accessory dwelling unit is allowed to be located on any single-family lot.
    c. *Dwelling, Multi-family low-rise* - A low-intensity multi-family development. Often called garden apartments, buildings are typically arranged around common courtyards or greenspace, with patios, porches, decks, or other private amenities for each unit. Units are usually accessed through private entrances directly from the outside. Maximum four units per building.
5. **Permitted Uses.** The uses permitted in CZ-9 vary by the three sections on the Concept Plan. They are as follows:
    a. **Section I & Section III (South of McLean Drive)**: Attached single-family, detached single family, low-rise multi-family, and club house.
    b. **Section II (North of McLean Drive)**: Detached single family and accessory uses.
6. **Density.** Residential uses shall be limited to a maximum density of 3.6 dwelling units/acre. Individual sections may exceed this density provided the overall density falls below 3.6.
7. **Open Space.** At least 30 percent of the overall acreage must be preserved as open space, calculated across all three sections. Each section must contain at least 10 percent open space. Greenways, active recreation/amenities, stormwater features when landscaped/designed to be amenities, and perimeter and stream buffers all may be considered to meet the open space requirement — parking areas are not considered open space. Open space should be located on steep slopes and alluvial areas, in order to protect these areas from erosion and negative impacts of development.
8. **Development Standards.**

    a. The minimum setbacks for *single-family detached dwellings* are:
        a. Front: 20 ft.
        b. Side 5 ft.
        c. Street side: 20 ft
        d. Rear: 20 ft.

    b. The minimum setbacks for principal structures (*not including single-family detached dwellings*) are:
        a. Front: 20 ft.
        b. Side 10 ft. or 0 ft.
        c. Street side: 20 ft.
        d. Rear: 20 ft.

    c. The minimum lot size for single-family homes is 3,600 square feet, which will allow for reasonable density of development.

9. **Private Roads.** Where roads exclusively serve attached dwellings or multi-family uses, private maintenance may be required. Frontage on a private road under this scenario will be considered satisfactory frontage for platting fee simple lots.
10. **Home Owners Association**. An HOA, or multiple HOAs, must be established for all sections that contain commonly owned improvements, and will be responsible for maintaining all commonly owned

private improvements — including but not limited to private roads, open space, stormwater conveyance systems, and neighborhood entrance signage.

11. **Ingress and Egress.**
    a. **Section I:** Access from the road behind Lowes and access from Hibriten Drive is required. At least one road connection must be provided between Section 1 and Section 3.
    b. **Section II:** The existing road network in Huntington Woods must be extended into Section 2. One additional connection to McLean Drive is required. This connection should be located to align with the clubhouse entrance.
    c. **Section III:** An additional connection to McLean Drive is required, and one additional connection point must be provided to Section 1.
    d. **Clubhouse Parcel:** A driveway connection may be located on McLean Drive, pending approval by NCDOT. Alternative access may be from Section 1 or Section 3.
    e. **Greenway/Pedestrian Connections:** Each subarea and any cul-de-sac lots must have an easily accessible trail access point (within 500 ft. of any dwelling unit), allowing use of the greenway to access other neighborhood clusters as well as community amenities. The greenway crossing of McLean Drive must be approved by NCDOT, and should be designed in accordance with standard engineering practices for mid-block greenway crossings.
12. **Stormwater/Low Density Design.** Development must conform to NCDEQ's SW Design Manual's low density design requirements for dispersed flow and vegetative conveyances whenever feasible. Where subarea clusters exceed 2.4 du/acre, post construction stormwater management may be required for those areas. Density determinations will be made during the preliminary plat process.
13. **Landscaping.** Where a mature tree buffer does not exist, a continuous 15' wide landscape screen must be maintained along all property lines that abut residential zones. The screen must meet the requirements of Sec. 712.12.
14. **Phasing — Cluster Neighborhoods and Community Amenities.** The sections may be built-out in any order, and each section may be developed in multiple phases, in accordance with the following:
    a. Each phase must be able to "stand alone" and function in accordance with generally accepted engineering and planning practices and the requirements of the Lenoir Code of Ordinances.
    b. The main Greenway and unpaved hiking/walking trail south of McLean Drive must be constructed with the first phase of development; the trail north of McLean drive (in Section II) must be constructed prior to the first C/O in Section II. Pedestrian connections to the main greenway trail must be built with other infrastructure in each phase — paving may be required
    c. The clubhouse/community amenity parcel must be developed prior to 75% build-out of any single phase or 30% build-out of the entire project, whichever is sooner.

SECTION 5. SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 6. EFFECTIVE DATE. This ordinance takes effect upon adoption.

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, the 22nd and the 29th day of November, 2024.

DONE, THE PUBLIC HEARING, at a regular meeting, the 3rd day of December, 2024.

DONE, ENACTED ON FINAL PASSAGE, by an affirmative vote of the majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this 3rd day of December, 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

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

Exhibit A – As found on Deed Book 1131, Page 1299

EXHIBIT "A"

This is a description of a survey made for First Union National Bank, Trustee of the T. H. Broyhill Estate, being a part of that property as described at Deed Book 125 at Page 471, a part of that property is described at Deed Book 121 at Page 077, a part of that property is described at Deed Book 127 at Page 218, a part of that property is described at Deed Book 290 at Page 247, and a part of that property is described at Deed Book 298 at Page 383, all as recorded in the Caldwell County Registry of Deeds, being in the City of Lenoir, Lower Creek Township, Caldwell County, North Carolina and being more particularly described as follows:

BEGINNING on a concrete monument on the east right-of-way of U.S. Highway 321, said BEGINNING POINT being a corner with that property belonging to Paul Broyhill as recorded at Deed Book 851 at Page 629 in the Caldwell County Registry of Deeds, and being located South 25 degrees 26 minutes 19 seconds East 542.40 feet from the N.C.G.S. Station "Claron", and said BEGINNING POINT having the North Carolina grid coordinates of North 792,005.56 feet East 1,253,043.40 feet; thence from the POINT OF BEGINNING and with the Paul Broyhill property, North 77 degrees 54 minutes 10 seconds East 800.68 feet to the center of a concrete monument; thence still with the Paul Broyhill property and with other properties, North 11 degrees 51 minutes 10 seconds West 2031.51 feet to an existing 3/4-inch iron pipe, which is a corner with that property belonging to BMC Fund, Inc. (see Deed Book 303 Page 623, Deed Book 318 Page 553, Deed Book 536 Page 189, Deed Book 794 Page 077); thence continuing with the BMC Fund, Inc. property, North 77 degrees 55 minutes 32 seconds East passing an existing 1/2-inch iron pipe on line at 65.41 feet and continuing on the same bearing 12.58 feet for a total distance along this bearing of 77.99 feet to a point in the center of a branch, still at the corner of the BMC Fund, Inc. property; thence with the branch and with the BMC Fund, Inc. property for eight calls: North 47 degrees 25 minutes 26 seconds West 218.71 feet; North 45 degrees 43 minutes 52 seconds East 27.40 feet; North 47 degrees 07 minutes 52 seconds West 37.50 feet; North 08 degrees 49 minutes 58 seconds West 101.50 feet; North 20 degrees 29 minutes 11 seconds West 110.94 feet; North 31 degrees 33 minutes 02 seconds East 55.43 feet; North 12 degrees 14 minutes 41 seconds East 110.37 feet; North 61 degrees 48 minutes 36 seconds West 198.83 feet to a point in the center of the branch, the corner of the BMC Fund, Inc. property and that property belonging to Lenoir Golf Club, Inc., a deed of which is recorded at Deed Book 865 at Page 697; thence with the Golf Club property for three calls: North 59 degrees 21 minutes 49 seconds East passing an existing 1/2-inch iron pipe on line at 11.65 feet and continuing on the same bearing 208.40 feet for a total distance along this bearing of 220.05 feet to an existing 1/2-inch iron pipe; North 33 degrees 13 minutes 49 seconds East 45.01 feet to a new 3/4-inch iron pipe; North 49 degrees 24 minutes 08 seconds East 59.01 feet to a new 3/4-inch iron pipe, which is a corner with the Lenoir Golf Club, Inc. property and Lot Number 17 of "Woodridge Estates" (Plat Book

14 Page 129, 130, 146, and 202); thence with the "Woodridge Estates" Subdivision for three calls: South 44 degrees 45 minutes 40 seconds East 239.80 feet to an existing 1/2-inch iron pipe on the northwest right-of-way of Golfview Court (see a 40-foot wide right-of-way recorded at Deed Book 1031 at Page 875); thence with the northwest right-of-way of Golfview Court, South 12 degrees 10 minutes 56 seconds West 159.51 feet to an existing 1/2-inch iron pipe; North 76 degrees 45 minutes 23 seconds East (crossing Golfview Court), passing an existing 1/2-inch iron pipe on line at 44.29 feet, continuing 366.32 feet to an existing 1/2-inch iron pipe and still continuing on the same bearing 1376.44 feet for a total distance along this bearing of 1787.05 feet to an existing 1/2-inch iron pipe, a corner with "Woodridge Estates", that property belonging to Tommy Setzer as recorded at Deed Book 289 at Page 549, and that property belonging to Mack Wilson, a deed of which is recorded at Deed Book 695 at Page 838; thence with the Wilson property South 14 degrees 55 minutes 48 seconds East 458.21 feet to an existing 1/2-inch iron pipe at a poplar tree, a corner with the Wilson property and that property belonging to Brenda Strait, a deed of which is recorded at Deed Book 769 at Page 671; thence with the Strait property South 16 degrees 04 minutes 55 seconds East 65.87 feet to the center of an 18-inch Hickory tree, a corner with the Strait property and that property belonging to Everett Haney, et al, a deed of which is recorded at Deed Book 1045 at Page 524; thence with the Haney, et al, property for three calls: South 33 degrees 44 minutes 53 seconds East 170.94 feet to an existing 1/2-inch iron pipe; South 59 degrees 18 minutes 42 seconds East 187.14 feet to an existing 1/2-inch iron pipe South 48 degrees 13 minutes 58 seconds East 150.38 feet to an existing 3/4-inch iron pipe, a corner with the Haney property and that property belonging to William Spicer, a deed of which is recorded at Deed Book 599 at Page 325; thence with the Spicer property, South 04 degrees 44 minutes 36 seconds West 133.73 feet to an existing 1 1/4-inch iron pipe, a corner with the Spicer property and that property belonging to Duke Power Co., a deed of which is recorded at Deed Book 649 at Page 48; thence with the Duke Power Co. property, South 04 degrees 04 minutes 27 seconds West 134.19 feet to a corner marked by an axle, a corner with the Duke Power Co. property and that property belonging to Clarence Land, a deed of which is recorded at Deed Book 819 at Page 245 and at Deed Book 277 at Page 408; thence with the Land property for two calls: South 07 degrees 33 minutes 11 seconds East 328.13 feet to a 20-inch marked ash tree; South 03 degrees 36 minutes 40 seconds East 199.61 feet to an existing 1/2-inch iron pipe, a corner with the Land property and that property belonging to Andrea Dula, et al, a deed of which is recorded at Deed Book 1119 at Page 427; thence with the Dula property South 41 degrees 14 minutes 46 seconds East 148.41 feet to an existing 1/2-inch iron pipe at a large oak tree, a corner with the Dula property and that property belonging to Vernon Greene, a deed of which is recorded at Deed Book 255 at Page 21; thence with the Greene property North 83 degrees 18 minutes 43 seconds West 166.69 feet to an existing 1/2-inch iron pipe; thence still with the Greene property South 45 degrees 58 minutes 25 seconds West (passing the corner of the Ernest L. Reid, Jr. property) 537.52

feet to an existing 1/2-inch iron pipe, a corner with that property belonging to Ernest L. Reid, Jr., a deed of which is recorded at Deed Book 1123 at Page 966 and Page 970; thence with the Reid property South 43 degrees 58 minutes 21 seconds East 330.66 feet to a new 3/4-inch iron pipe, a corner with the Reid property, that property belonging to Lorita Bolen, a deed of which is recorded at Deed Book 1117 at Page 811 and that property belonging to Warren Barlow as recorded at Deed Book 945 at Page 579; thence with the Barlow property South 00 degrees 26 minutes 20 seconds West 965.75 feet to a corner marked by an angle iron, a corner with the Warren Barlow property and that property belonging to Carl Clement (see Deed Book 940 Page 249 and Deed Book 708 Page 581); thence with the Clement property and with the center of the Old Shoates Bridge Road for four calls: South 46 degrees 08 minutes 48 seconds East 21.55 feet to a new 3/4-inch iron pipe; South 14 degrees 09 minutes 33 seconds East 35.13 feet to a new 3/4-inch iron pipe; South 17 degrees 51 minutes 58 seconds East 268.06 feet to a new 3/4-inch iron pipe; South 20 degrees 38 minutes 07 seconds East 161.42 feet to an angle iron found in a fence corner, a corner of the Clement property and that property belonging to Edward Miller as recorded at Deed Book 779 at Page 354; thence continuing with the center of the Old Shoates Bridge Road and with the Miller property for seven calls: South 38 degrees 35 minutes 33 seconds East 70.47 feet to a new 3/4-inch iron pipe; South 30 degrees 58 minutes 19 seconds East 102.33 feet to a new 3/4-inch iron pipe; South 08 degrees 11 minutes 59 seconds West 73.07 feet to a new 3/4-inch iron pipe; South 19 degrees 11 minutes 20 seconds East 136.41 feet to a new 3/4-inch iron pipe; South 23 degrees 49 minutes 02 seconds East 61.53 feet to a new 3/4-inch iron pipe; South 37 degrees 09 minutes 11 seconds East 52.69 feet to a new 3/4-inch iron pipe; South 03 degrees 26 minutes 35 seconds East 29.29 feet to a new 3/4-inch iron pipe, over a culvert in the old roadbed, a corner with the Miller property and that property belonging to Nolan Lovins, a deed of which is recorded at Deed Book 661 at Page 1124; thence with the Lovins property for three calls: South 14 degrees 00 minutes 02 seconds West 34.72 feet to an existing 1/2-inch iron pipe; South 08 degrees 01 minutes 35 seconds West passing an existing 3/4-inch iron pipe on line at 97.34 feet and continuing on a same bearing 223.66 feet for a total distance along this bearing of 321.00 feet to an existing 1-inch iron rod, a corner with the Lovins property and that property belonging to Travis Woods, a deed of which is recorded at Deed Book 1090 at Page 685; thence with the Woods property South 70 degrees 53 minutes 15 seconds West 209.58 feet to a railroad spike in an oak stump, a corner with the Woods property and that property belonging to Ralph Anderson, as recorded at Deed Book 298 at Page 145; thence with the Anderson property for two calls: North 78 degrees 44 minutes 34 seconds West 206.46 feet to an existing 3/4-inch iron pipe; South 01 degrees 30 minutes 23 seconds West 159.85 feet to an existing 3/4-inch iron pipe, a corner with the Duke Power Co., as recorded at Deed Book 669 at Page 572; thence with Duke Power Co. for three calls: South 00 degrees 55 minutes 20 seconds West 10.58 feet to an existing 1/2-inch iron pipe; North 85 degrees 09 minutes 10 seconds East 223.09 feet to a new 3/4-inch iron pipe; North 07 degrees 17 minutes 56

seconds West 1.60 feet to a 1/2-inch rebar, a corner with Travis Woods, a deed of which is recorded at Deed Book 1090 at Page 685; thence with Woods North 87 degrees 29 minutes 41 seconds East 69.13 feet to a new 3/4-inch iron pipe, a corner with Duke Power Co., a deed of which is recorded at Deed Book 669 at Page 572; thence with Duke Power Co. for two calls: South 07 degrees 17 minutes 56 seconds East 48.90 feet to a new 3/4-inch iron pipe; North 85 degrees 06 minutes 37 seconds East 119.11 feet to an existing 1/2-inch iron pipe in the center of an old road, a corner with the Duke Power Co. property and the Nolan Lovins property; thence with the old road and with the Nolan Lovins property, South 04 degrees 14 minutes 21 seconds East 111.30 feet to a P.K. Nail in the center of Hibriten Drive; thence with the center of Hibriten Drive South 08 degrees 59 minutes 40 seconds West 39.90 feet to a P.K. Nail in the center of Hibriten Drive, a corner of that property belonging to Wayne Young (see Deed Book 852 Page 932, Deed Book 836 Page 860); thence with the Young property for three calls: South 85 degrees 07 minutes 59 seconds West passing a new 3/4-inch iron pipe on line at 30.00 feet and continuing on the same bearing 394.97 feet for a total distance along this bearing of 424.97 feet to an existing 1/2-inch iron pipe North 01 degrees 04 minutes 50 seconds West 18.00 feet to a new 3/4-inch iron pipe; South 74 degrees 18 minutes 03 seconds West 71.00 feet to an angle iron, a corner with the Young property and that property belonging to Charles Henry, a deed of which is recorded at Deed Book 591 at Page 396; thence with the Henry property South 72 degrees 39 minutes 22 seconds West 21.90 feet to an angle iron, a corner with the Henry property and that property belonging to Duke Power Co., a deed of which is recorded at Deed Book 669 at Page 572; thence with the Duke Power Co. property for two calls: South 85 degrees 04 minutes 20 seconds West 817.71 feet to an angle iron; South 79 degrees 32 minutes 31 seconds West 85.81 feet to a new 3/4-inch iron pipe, a new corner in the line with the Duke Power Co. property; thence three new lines: North 11 degrees 15 minutes 00 seconds West passing the center of a concrete monument on line at 200.02 feet and continuing on the same bearing 1637.07 feet to a total distance along this bearing of 1837.09 feet to a concrete monument; North 49 degrees 27 minutes 46 seconds West 235.72 feet to a concrete monument; North 87 degrees 40 minutes 33 seconds West 908.28 feet to the POINT OF BEGINNING, containing 205.053 acres gross, subject to a 5.184 acre parcel (a 68-foot wide Duke Power right-of-way) and subject to 6.453 acre parcel (a 200-foot wide Duke Power right-of-way) and being 193.46 acres net by coordinates; together with the nonexclusive use of a 60-foot wide right-of-way connecting the subject property to U.S. Highway 321, the center line of said right-of-way being more particularly described as follows:

BEGINNING on a point in the southwest boundary of the above described 205.053 acre tract; SAID BEGINNING POINT being located North 49 degrees 27 minutes 46 seconds West 163.55 feet from the center of a concrete monument; said monument being located South 62 degrees 44 minutes 32 seconds East 1484.37 feet from the N.C.G.S. Station "Claron", and said monument having the North Carolina grid coordinates of North 791,815.55 feet, East 1,254,129.95 feet;

thence from the POINT OF BEGINNING and with the center of the right-of-way for four calls: South 77 degrees 54 minutes 10 seconds West 470.00 feet to a point of curve; with a curve concave to the southeast having a radius of 520.00 feet and an arc of 247.33 feet and a chord of South 64 degrees 16 minutes 37 seconds West 245.00 feet to a point in tangency; South 50 degrees 39 minutes 05 seconds West 102.08 feet to a point of curve; with a curve concave to the northwest having a radius of 241.55 feet and an arc of 102.65 feet and a chord of South 62 degrees 49 minutes 33 seconds West 101.88 feet to a point on the east right-of-way of U.S. Highway 321.

As surveyed by Western Carolina Surveyors, P.A.; JOHN E. CLAY, RLS, on the 3rd day of February, 1995 and being their JOB #2758GR2.

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31

WHEREAS, a petition requesting annexation of an area described in said petition was received on October 24, 2024 by the City of Lenoir City Council; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Lenoir deems it advisable to proceed in response to this request for annexation.

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

The City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council the result of his/her investigation.

This the 3rd day of December, 2024.

Attest:

Joseph L. Gibbons, Mayor

Shirley M. Cannon, City Clerk, MMC, NCCMC

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

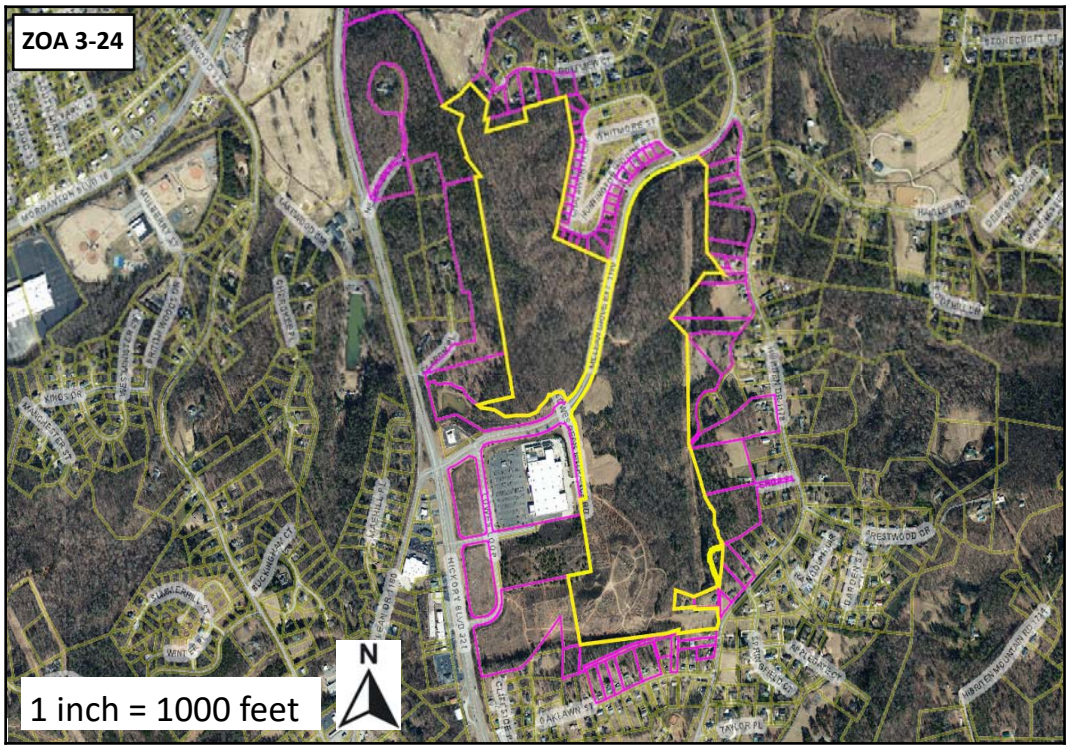
Staff Report

CONDITIONAL ZONING REQUEST

CASE NUMBER ZOA #3-24

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Location map/Aerial Photograph



Subject Properties:

Broyhill Timber Resources

47 unique owners of abutting properties were notified.

Summary

Owner
Broyhill Timber Resources

Applicant

Lennar Homebuilders (Christian Jones)

Location

Off McLean Drive Ext

NC PIN

2759433724

Project Planner

Hannah Williams, AICP, CZO

Matt Duchan

Updated November 20, 2024

Applicant's Request:

The applicant is requesting a text amendment within CZ-9 to reflect a minimum setback of five (5) feet, and a minimum lot size of 3600 square feet.

Staff Recommendation:

Approval, with the proposed conditions outlined in the staff report.

Planning Board Recommendation:

Approval of the request.

Public Comment:

Applicant (Christian Jones) provided public comment with context for site layouts.

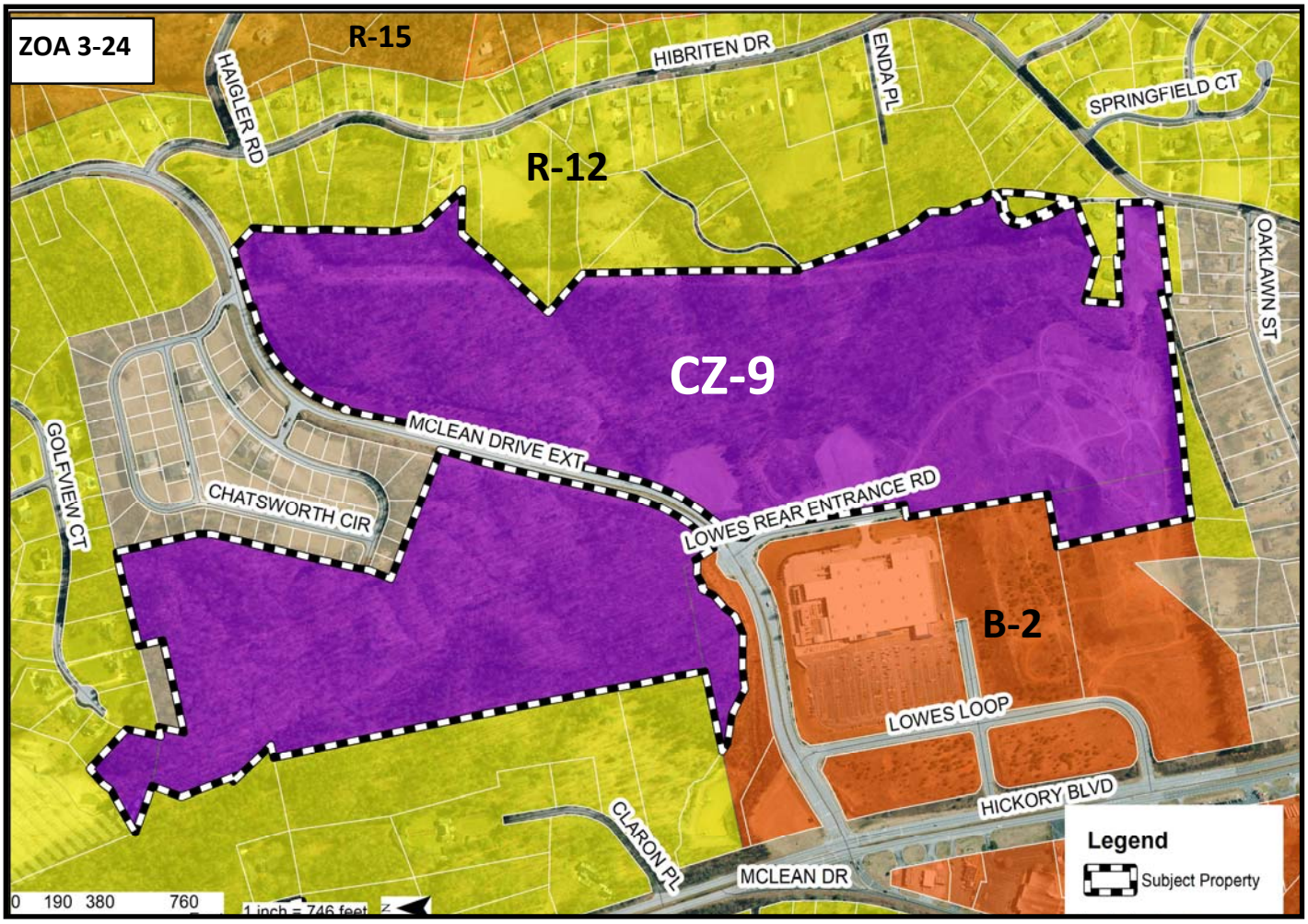
Planning Board Meeting: Scheduled for October 28, 2024. Notices were mailed to adjacent property owners on October 16, 2024.

City Council (Public Hearing): Anticipated to be scheduled for December 3, 2024.

Abutting Property Owners

Name(s)	Mailing Address	City	State	Zip
Ralph C. Anderson Jr.	1130-A HIBRITEN DR SE	LENOIR	NC	28645
Thomas & Elda Baker	1258A OAKLAWN ST SE	LENOIR	NC	28645
Sharon Bolen	607 HIBRITEN DR SE	LENOIR	NC	28645
Marcus & Allison Braswell	1301 WINHURST ST SE	LENOIR	NC	28645
Markham Broyhill	800 HICKORY BLVD SW	LENOIR	NC	28645
Broyhill Timber Resources	800 HICKORY BLVD SW	LENOIR	NC	28645
Charles & Elaine Bush	1108 HIBRITEN DR SE	LENOIR	NC	28645
Walter & Donna Clement	918 ENDA PL SE	LENOIR	NC	28645
William Clement	916 HIBRITEN DR SW	LENOIR	NC	28645
Danny & Robin Coffey	415 HUNTINGTON WOODS DR N	LENOIR	NC	28645
Dennis & Lillian Coffey	1218A OAKLAWN ST SE	LENOIR	NC	28645
CY Real Estate LLC	325 WILKESBORO BLVD NE	LENOIR	NC	28645
Duke Power Company - Tax Dept.	422 S CHURCH ST	CHARLOTTE	NC	28242
Jodi Ford	1240 OAKLAWN ST SE	LENOIR	NC	28645
Hart of the Coves LLC	1048 PRESTWOOD DR SE	LENOIR	NC	28645
David Land	579 DELLWOOD DR	NEWPORT NEWS	VA	23602
Nolan Lovins	1120 HIBRITEN DR SE	LENOIR	NC	28645
Lowes Home Centers - Tax Dept.	1000 LOWES BLVD	MOORESVILLE	NC	28117
Chad Martin & Keith Martin	810 HIBRITEN DR SE	LENOIR	NC	28645
Joseph & Lana McNeil	1252 OAKLAWN ST	LENOIR	NC	28645
Ronald & Cheryl Munday	511 GOLFVIEW CT	LENOIR	NC	28645
Alejandra Munoz-Daza	PO BOX 165	LENOIR	NC	28645
P B Realty LLC	2310 RISING SUN LN	MATTHEWS	NC	28104
Catherine Pate	3935 MOUNTAIN VIEW CIR	LENOIR	NC	28645
Josh & Chrystal Pate	1226 OAKLAWN ST SE	LENOIR	NC	28645
Piedmont Companies	PO BOX 1732	LINCOLNTON	NC	28093
Charles Pinkerton & Judy McGuire	504 GOLFVIEW CT	LENOIR	NC	28645
Darren Poarch	1258A OAKLAWN ST SE	LENOIR	NC	28645
John & Tressa Powell	863 CHEROKEE PL SW	LENOIR	NC	28645
Jessica Riggs	714 HIBRITEN DR SE	LENOIR	NC	28645
Pamela Robinson Trustees	PO BOX 1231	LENOIR	NC	28645
Michael Secreast	1114 HIBRITEN DR SE	LENOIR	NC	28645
Edward Setser	5710 WAVERLY LYNN LN	CHARLOTTE	NC	28269
Signature South Holdings Inc.	3138 S TRYON ST	CHARLOTTE	NC	28217
Barry Smith & Priscilla Walker	520 GOLFVIEW CT	LENOIR	NC	28645
William & Clydean Spicer	702 HIBRITEN DR SE	LENOIR	NC	28645
Alisha Stough	822C HIBRITEN DR SE APT L2	LENOIR	NC	28645
Marlene & Gerald Thomas	211 BLUE RIDGE DR	GREER	SC	29651
James & Judith Thompson	509 GOLFVIEW CT	LENOIR	NC	28645
Edwin & Lillie Trivette	1138 HIBRITEN DR SE	LENOIR	NC	28645
Edwin Trivette Jr.	3303 GRASSY KNOB LN	LENOIR	NC	28645
Wayne & Robin Whisenant	P O BOX 596	GRANITE FALLS	NC	28630
Justin White	1018 HIBRITEN DRIVE SE	LENOIR	NC	28645
Jesse & Peggy Wise	1238 OAKLAWN ST SE	LENOIR	NC	28645
Travis & Geneva Woods	1126 HIBRITEN DR SE	LENOIR	NC	28645
Keith & Rebecca Young	1216b OAKLAWN ST SE	LENOIR	NC	28645

EXISTING ZONING



BACKGROUND AND ANALYSIS

Intent of Conditional Zoning

The City of Lenoir's 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. Conditional Zoning is intended for use in unique development scenarios when a development proposal does not fit into a conventional zoning district, but may be desirable and compatible with an area depending on the specific details of the project and its surroundings.

The conditional zoning process gives the City sufficient flexibility to determine whether a specific project on a given site will be compatible with the environment and the Comprehensive Plan. Conditional Zoning is a legislative process requiring the Planning Board to review and make a recommendation to the City Council on the request. Each Conditional Zoning district is adopted as an ordinance and is recorded with the Register of Deeds.

Intent of Zoning Amendments

Zoning amendments are an essential component of planning and community development. Without the ability to amend zoning code, rules and regulations would remain static throughout history without policymakers and decision makers having the power to recommend and contribute to growth and change. Zoning amendments can be initiated by planning staff, the Planning Board, City Council, or a property owner (or someone financially influenced by the property (or properties) in question).

Through the zoning amendment process, stakeholders are afforded the right to make reasonable and suitable changes to their properties. These properties are governed by the Lenoir Zoning Ordinance within the confines of recommendations of the Comprehensive Plan as well as reasonable, suitable, or pragmatic planning practices where appropriate.

Subject and Surrounding Properties

The subject property is located on the north and south sides of McLean Drive Ext in the southeast quadrant of Lenoir. Several unnamed streams run through the subject property. The tract is conditionally zoned (CZ-9) as of October 2022 (see appendix A of recorded ordinance). The entirety of the property is undeveloped; The southern tract has been partially cleared and logging roads provide internal access. The northern tract is forested and hilly.

To the west of the subject property, the Lowe's area is zoned B-2 (General Business). The area around the McLean Drive and US-321 intersection has seen several commercial redevelopment projects in recent years. The areas to the north, east, and south are all single-family residential neighborhoods zoned R-15 and R-12. The northernmost property line of the subject property borders the Lenoir Golf Course.

Proposed Amendments

The applicant is proposing to add two conditions to the CZ-9 ordinance.

1. Minimum side setbacks of 5 feet.
2. Minimum lot size of 3,600 square feet.

These conditions would enable the developer to build a cluster subdivision that will include about 450 detached single-family homes.

Existing Regulations of CZ-9

In 2022, the original applicant conceptually designed "Overmountain Forest," and requested the ordinance CZ-9 to allow a residential development with a mix of housing types. The CZ-9 ordinance included three different sections, with required public road connections, open space ratios, public greenway, an HOA to manage open space and other community amenities. The density was set

BACKGROUND AND ANALYSIS (CONT.)

at 3.6 units per acre – resulting in a possible 558 units. The base district of these tracts is R-12, a medium density single family zone, and also would have allowed for this same maximum density. See the recorded ordinance and concept plan in Appendix A at the end of this report. The conditions of CZ-9 are also in comparison table on Page 6. The new applicant, Lennar Homebuilders, does not propose to change any of the already approved conditions.

Cluster Subdivisions

In the adopted CZ-9 zoning ordinance, clustering is discussed and implied in the phasing and density sections, but few development standards for clustering are given. The proposed amendments offer clustering development standards by describing a reduced minimum lot size and side setback. The required minimum lot size is not specified in the conditions of CZ-9, so the base district (R-12) minimum lot size stands- 12,000 sf. The required side setback is specified in CZ-9. For single family homes, it's 10 feet. The applicant is seeking to accomplish clustering with smaller lot sizes and setbacks (as proposed).

A cluster subdivision is a land development practice that helps communities to protect open space and environmentally-sensitive areas. By clustering development, homes are directed to specific areas throughout a tract of land to leave enough space for other amenities. In a development where open space is required to be 30% of the total land area, ample space is made for greenways and public amenities. It is common (and recommended) for cluster development to locate on cul-de-sacs or other lower-trafficked local streets to provide safe pedestrian connections to public spaces. Cluster subdivisions also tend to have smaller lot sizes to create more housing options for a growing population that demands them. It is common for lot width, lot size, and setbacks to be reduced to accommodate these needs.

Development Process/Next Steps

The Conditional Zoning Ordinance describes the permitted uses, development standards, and conditions of the zoning district agreed on by the developer and city. Details related to easements, streets, sidewalks, and stormwater provisions in each section (or subsection) will be established during the Major Subdivision process, consistent with the overall concepts allowed by the CZ ordinance, with a preliminary plat coming back before the Planning Board and City Council for a quasi-judicial hearing. The Preliminary Plat shows infrastructure to be installed, such as water, sewer, sidewalk, greenway, and roads. It also shows the proposed lot layout, and lot count.

Approval of the preliminary plat allows for infrastructure construction to begin. Once infrastructure is installed, the developer proposes the Final Plat for Council approval, at which point it is recorded with the Register of Deeds and the lots are officially subdivided/created. When the developer is ready to start construction of the homes, he or she will apply for zoning, building, driveway, and stormwater permits, as applicable. Planning staff will use the CZ ordinance to guide the Major Subdivision and administratively review zoning permits.

CZ-9 Ordinance with Proposed Changes and Plan Considerations

Conditions	CZ-9 (Adopted in 2022)	CZ-9 (Proposed Changes, 2024)
Base Zoning	R-12	No Change
Maximum Density	3.6 dwelling units per acre	No Change
Minimum Lot Size	12,000 SF (reverts to R-12)	**3,600 SF**
Open Space	At least 30 percent of overall acreage	No Change
Permitted Uses	Attached single-family, detached single family, low-rise multi-family	No Change
Proposed Uses	Sections 1 & 3: Attached single-family, detached single family, low-rise multi-family Section 2: Detached single family	Detached Single-family (not an amendment)
Minimum Setbacks	Front: 20 ft. Side: 10 ft. or 0 ft. Street side: 20 ft. R ear: 20 ft.	Front: 20 ft. **Side: 5 ft.** Street side: 20 ft. R ear: 20 ft.
Private Roads	Roads exclusively serving attached dwellings or multi-family uses.	No Change
Required HOA	Must be maintained for commonly-owned improvements including private roads, open space, stormwater conveyance systems, and neighborhood entrance signage.	No Change
Network Connectivity	Sections 1-3	No Change
Stormwater/Low Density Design	Dispersed flow, vegetative conveyance; stormwater management required in areas above 2.4 du/ac.	No Change
Landscape Screening and Buffering	15’ wide landscape screen where mature tree buffer does not exist along property lines abutting residential (???) zones.	No Change
Phasing	Each phase must be able to stand alone; greenway must be constructed in first phase; clubhouse/community amenity must be developed prior to 75% of any single phase or 30% of entire development.	No Change

SURROUNDING MAP



Consistency Statement/Staff Recommendations

Consistency with the Comprehensive Plan/Reasonableness of Amendment

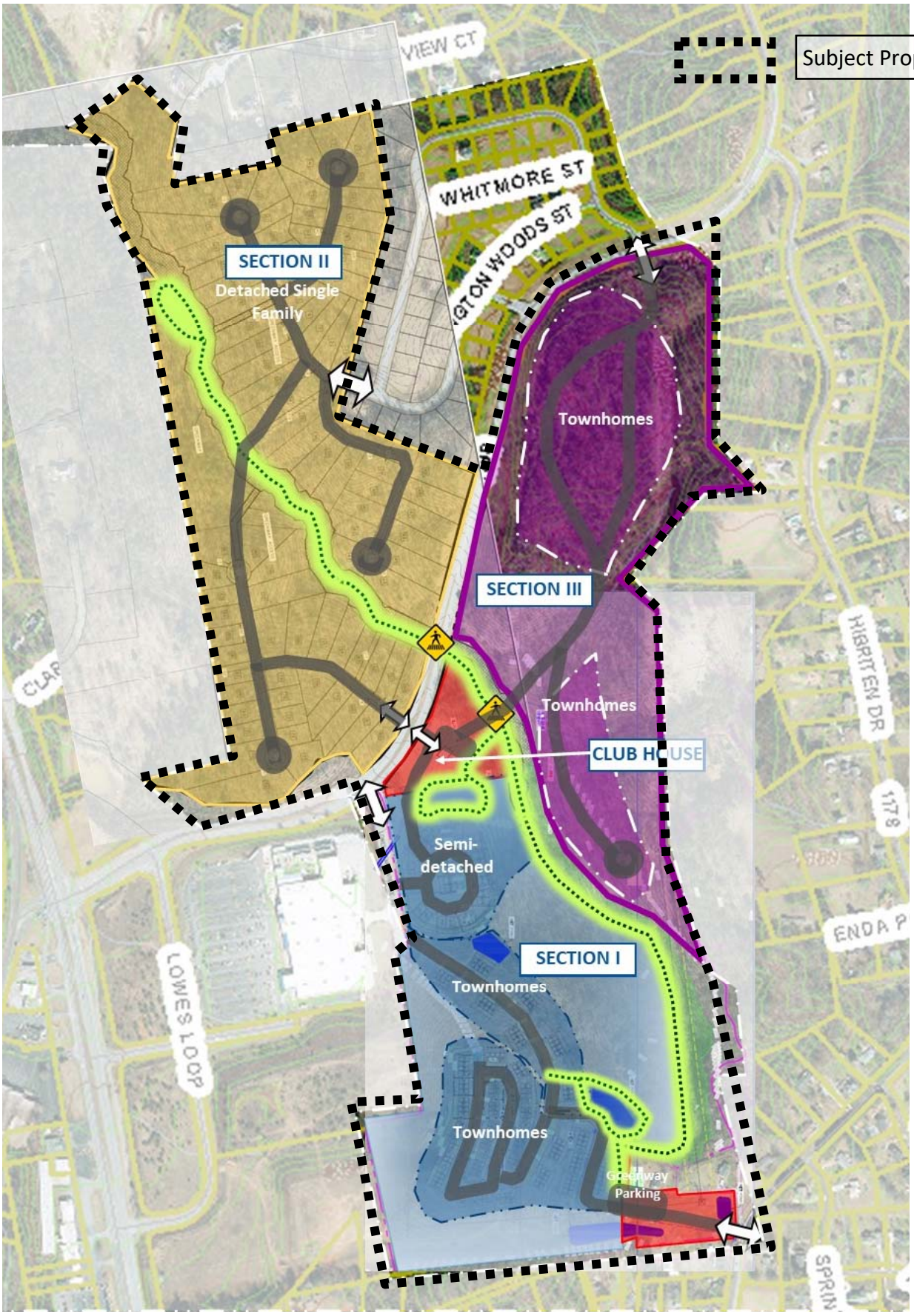
When adopting or rejecting any zoning amendment, City Council must adopt a brief statement describing whether or not the action is consistent with the City's Comprehensive Plan, in accordance with G.S. 160D-605(a), and must also address the reasonableness of any proposed map amendments. Staff offers the following draft statement on the consistency and reasonableness of the request.

The proposed zoning amendment is consistent with the land use policy concepts in the Comprehensive Plan that call for distinctive neighborhoods that preserve open space, enhance walkability, accommodate a range of housing types, use stormwater measures as community amenities, and foster a strong sense of place. The proposed development is consistent with the Future Land Use Map, which identifies the parcel as "medium density residential" and "mixed use with commercial" — while commercial uses aren't proposed, the densities and mix of housing types proposed are consistent with the larger area accommodating a mix of uses. The re-zoning is reasonable and in the public interest because it provides much-needed single-family housing near the US-321 commercial corridor.

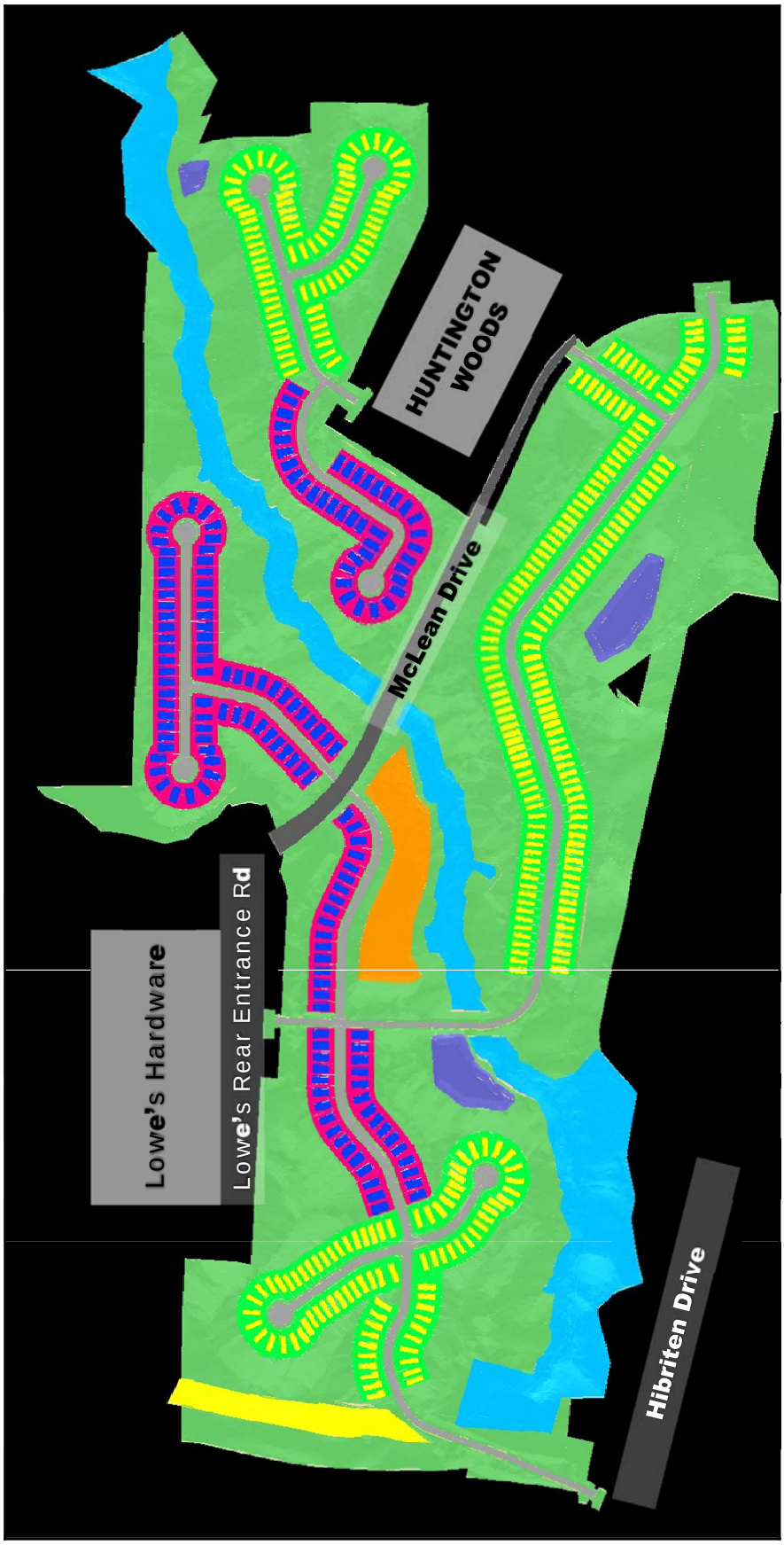
Planning Board Recommendations

Planning board recommends approval of the request based on consistency statement and staff recommendations.

ORIGINALLY PROPOSED CONCEPT PLAN



Site Preliminary Proposal (Submitted by Lennar)



Site Photos



Above: Section 1 proposed access (facing west from Hibriten Drive)



Above: Tentative intersection of greenway bisecting development

Bottom Right: Phase II access from Huntington Woods' Chatsworth Circle



Above: Proposed extension of Lowe's Rear Entrance Road (name TBD)



Above: Phase I, facing east from Lowe's Rear Entrance Road



CERTIFICATE OF SUFFICIENCY

To the City Council of the City of Lenoir, North Carolina:

I, Shirley Cannon, City Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

a. The petition contains an adequate property description of the area proposed for annexation.
b. The area described in the petition is contiguous to the City primary corporate limits, as defined by G.S. 160A-31.
c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Lenoir, this the 3rd day of December, 2024.

Attest:

Shirley M. Cannon

Shirley M. Cannon, City Clerk, MMC, NCCMC

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1951

SEAL

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lenoir, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at 905 West Avenue, Lenoir, NC at 6:00pm on January 7th, 2024.

Section 2: The area proposed for annexation is described in Exhibit A.

Section 3. Notice of the public hearing shall be published in the Lenoir News Topic, a newspaper having general circulation in the City of Lenoir, at least ten (10) days prior to the date of the public hearing.

This the 3rd day of December, 2024.

Attest:

Joseph L. Gibbons, Mayor

Shirley M. Cannon, City Clerk, MMC, NCCMC

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

CITY OF LENOIR
2022 UNIFOUR CONSORTIUM HOME PROGRAM AMENDMENT #1
CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the City Council of the City of Lenoir that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M22-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY 2022 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the DHUD and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project:

Revenue	Current	Change	Amended
Revenue from HOME Grant	$1,230,918	0	$1,230,918.00
Program Income (PI)	300,000	+321,825.61	621,825.61
Total Revenues	$1,530,918	+321,825.61	$1,852,743.61

Section 4. The following amounts are appropriated for the project:

Downpayment (HOME)	$ 482,733	+273,132.00	$755,865.00
Downpayment (From PI)	270,000	+299,003.05	569,003.05
Admin (From PI)	30,000	+ 22,822.56	52,822.56
HOME CHDO (HOME)	195,003	0	195,003.00
Multi-Family Housing	307,000	-150,041.00	156,959.00
General Program Admin	123,091	0	123,091.00
Contingency	123,091	-123,091.00	0
Total Expenditures	$1,530,918	+321,825.61	$1,852,743.61

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and Federal and State regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this the 3rd day of December, 2024.

Mayor

Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

CITY OF LENOIR
2023 UNIFOUR CONSORTIUM HOME PROGRAM AMENDMENT #2
CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the City Council of the City of Lenoir that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M23-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY 2023 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the DHUD and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project:

Revenue	Current	Change	Amended
Revenue from HOME Grant	$1,200,690		$1,200,690.00
Program Income (PI)	300,000	+114,756.24	414,756.24
Total Revenues	$1,500,690	+114,756.24	$1,615,446.24

Section 4. The following amounts are appropriated for the project:

Downpayment (HOME)	$ 91,121	+250,474.35	$341,595.35
Downpayment (From PI)	270,000	+107,290.62	377,290.62
Multi-Family (From PI)	0	0	0
Admin (From PI)	30,000	+ 7,465.62	37,465.62
HOME CHDO (HOME)	420,000	- 93,000.00	327,000.00
Multi-Family Housing	569,500	-157,474.35	412,025.65
General Program Admin	120,069	0	120,069.00
Total Expenditures	$1,500,690	+114,756.24	$1,615,446.24

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and Federal and State regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this the 3rd day of December, 2024.

Mayor

Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

CITY OF LENOIR
2024 UNIFOUR CONSORTIUM HOME PROGRAM AMENDMENT #1
CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the City Council of the City of Lenoir that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M24-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY 2024 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the DHUD and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project:

Revenue	Current	Change	Amended
Revenue from HOME Grant	$ 951,716.45	0	$ 951,716.45
Anticipated Program Income	400,000	0	400,000.00
Total Revenues	$1,351,716.45	0	1,351,716.45

Section 4. The following amounts are appropriated for the project:

Downpayment (HOME)	$ 416,569.45	+95,242	511,811.45
Downpayment (From PI)	360,000.00	0	360,000.00
Program Income Admin(From PI)	40,000.00	0	40,000.00
HOME CHDO (HOME)	238,000.40	-95,242	142,758.40
Multi-Family Housing	201,975.00	0	201,975.00
General Program Admin	95,171.60	0	95,171.60
Total Expenditures	$1,351,716.45	0	$1,351,716.45

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and Federal and State regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this the 3rd day of December, 2024.

Mayor

Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS
AND THE CITY OF LENOIR
FOR THE PROVISION OF LOCAL GOVERNMENT ASSISTANCE REGARDING
DISASTER RECOVERY
NOVEMBER 18, 2024

This AGREEMENT, entered into effective this the ___ day of November 2024 by the Western Piedmont Council of Governments and City of Lenoir (hereinafter referred to as the "Local Government") and the Western Piedmont Council of Governments hereinafter referred to as the "Planning Agency") WITNESSETH THAT:

WHEREAS, The City of Lenoir is a local government in North Carolina and located within the Western Piedmont Council of Governments region;

WHEREAS, FEMA-4827_DR, Declaration from Tropical Storm Helene was issued by President Joseph Biden on September 28, 2024.

WHEREAS, the Planning Agency will provide mutual support to the Local Government to effectively manage disaster recovery efforts.

WHEREAS, the Planning Agency issued on the Local Governments behalf a request for proposals (RFP) on or about October 9, 2024, for Comprehensive Disaster Recovery, Financial and Grant Management Support and Pre-Disaster Cost Recovery Planning Services.

WHEREAS, the Planning Agency awarded the RFP to Tidal Basin Government Consulting, LLC (hereinafter referred to as the "Contractor") on or about October 22, 2024, as the most advantageous firm.

WHEREAS, the Planning Agency and Contractor shall follow the scope, guidance, and technical assistance per the specific terms and conditions, herein;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel (staff and/or contractor support) to the Local Government.

2. **Compensation and Reimbursement.**
   a. Compensation shall be in accordance with FEMA guidelines outlined in the Public Assistance Program and Policy Guidelines,

   b. For projects considered large ($1,037,000.00 or greater) the Contractor and the Planning Agency will provide support to those Local Governments. Small projects ($1,036,999.00 or less) the Planning Agency will engage as the

primary support role. The Planning Agency administrator shall be responsible for monitoring the Local Governments' and the Contractor's performance.

c. The Local Government and/or Contractor will submit to the Planning Agency reimbursement documentation to review prior to submission on the FEMA portal to ensure eligible expenditures incurred at a point of disaster and post are documented correctly. The Contractor and/or Planning Agency will forward the invoices to the Local Governments for payment. If the contractor submits an invoice the Planning Agency will first review and approve prior to the Local Government's payment of said invoice. Upon payment to the Contract the Local Government will copy the Planning Agency on the documentation.

d. All invoicing from the Planning Agency will cover the staff time, travel, and supplies needed to provide oversight administration. The Local Government will pay the Planning Agency.

e. All reimbursement requests approved by FEMA Category Z: Financial Administration are 100% reimbursable up to 5% of the total damages. The Local government is responsible for payment upfront.

3. **Termination/Modifications.** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.

4. **Time of Performance.** The Local Government may begin services outlined in Attachment A after September 28, 2024. The Planning Agency or Contractor may not reimburse or otherwise compensate the Local Government for any expenditures incurred or services provided prior to September 28, 2024. The end date of the contract shall not be determined until the final Planning Agency and Contractor's invoices are paid and the Local Government is reimbursed for eligible expenses.

5. **Scope of Services.** The Planning Agency and Contractor will provide maintenance support as described in Attachment A.

6. **Reports and Documentation.** The Local Government shall provide documentation and reports to the Planning Agency using the approved forms which contain the required information to satisfy any requirements imposed by the federal government.

7. **Financial Management.** The local government agrees that funds paid through this contract shall be accounted for in a separate bank account ~~and~~ or (DB) utilize a fund accounting structure within the local government's central accounting and

grant management system which clearly tracks detailed grant related financial transactions. The Local Government agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations.

6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.

8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

8. **Access to Records and Record Retainage.** Internal auditors shall have access to officers, employees, agents and/or other persons in control of and/or responsible for the records that relate to this Agreement for the purposes of conducting audits and independent evaluations. These parties shall also have the right to access and copy all records, including audit work papers, in the possession of any local government auditors. Subrecipients must maintain all source documentation for each Project (2 C.F.R. § 200.302(b)(3)) for 3 years after the date of transmission of the final expenditure report for project completion as certified by the Recipient (Stafford Act § 705(b)(1), 42 U.S.C. § 5205. See FEMA Policy 205-081-2, Stafford Act Section 705, Disaster Grant Closeout Procedures

for additional details). The Recipient must keep all financial and program documentation (2 C.F.R. § 200.302(b)(3)) for 3 years after the date it submits the final SF-425. There are several exceptions to this timeframe that may require longer retention periods, including exceptions relating to real property and equipment disposition, audits, and litigation (2 C.F.R. § 200.333). Additionally, SLTT government laws may require longer retention periods.

9. Indemnification. The Local Government agrees to indemnify and hold harmless the Planning Agency, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Local Government in connection with the performance of this Agreement to the extent permitted by law.

IN WITNESS WHEREOF, the Local Government and the Planning Agency have executed this Agreement as of the date first above written.

CITY OF LENOIR

By: _____
City Manager

By: _____
Mayor

WESTERN PIEDMONT COUNCIL OF GOVERNMENTS

By: _____
Executive Director

By: _____
Board Chair

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

ATTACHMENT A:
LOCAL GOVERNMENT ASSISTANCE REGARDING DISASTER RECOVERY FOR THE CITY OF LENOIR
SCOPE OF SERVICES

PURPOSE

The purpose is to acquire standby comprehensive disaster recovery management services of FEMA Public Assistance Advisory Services.

DETAILED DISCRIPTION

1. **FEMA Public Assistance Advisory Services:** The Planning Agency will retain Tidal Basin Government Consulting, LLC to engage and support efforts on large FEMA reimbursement projects and the Planning Agency will provide oversight of the Contractor; The Planning Agency will support the Local Governments with small FEMA reimbursement projects as defined within the contract.
    a. Provide extensive knowledge, experience, and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), the Sandy Recovery Improvement Act of 2013 (SRIA), and the Disaster Recovery Reform Act of 2018 (DRRA).
    b. Evaluate and assist in the formulation, execution, and closeout of FEMA PA Emergency and Permanent Work Project Worksheets (PWs). This will involve expertise in cost estimating, developing detailed damage descriptions and dimensions (DDDs), technical assistance, and project scopes of work (SOW), and cost estimates (CEs).
    c. Meet as necessary with representatives in connection with the programmatic, financial, contracting, and eligibility and process issues, at the request of the client.
    d. Evaluate and recommend potential alternate and/or improved projects.
    e. Evaluate the appropriateness of the use of FEMA programs, including the Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.
    f. Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
    g. Prepare first and second appeals, and arbitration, and Prepare projects for audit and respond to audit findings as requested.

2. **FEMA Individual Assistance Advisory Services**
    a. Provide expert knowledge and technical competence in FEMA IA Programs, including Mass Care and Emergency Assistance (MC/EA), Individuals and Households Program (IHP), Disaster Case Management (DCM), Crisis Counseling and Training Program (CCP), Disaster Unemployment Assistance (DUA), and Disaster Legal Services (DLS).

b. Support community relations functions and outreach, and support efforts to provide disaster survivors with guidance on eligibility and the application process for federal, state, and local assistance programs.
c. Work as an advocate of disaster survivors and bring to the attention of FEMA any misunderstandings or problems an applicant may have involved any aspect of eligibility, funding, or the programs in general.
d. Provide technical assistance related to all aspects of federally funded shelter and housing or home repair programs, including IHP Programs (Transitional Sheltering Assistance, Rental Assistance, Direct Temporary Housing Assistance, and Permanent Housing Construction), Sheltering and Temporary Power (STEP), and HUD Disaster Housing Assistance Programs
e. Represent Applicant in discussions with FEMA, State, and other entities related to activation and implementation of housing and individual assistance programs, time extensions, appeals, and eligibility determinations, and other related matters.
f. Develop or support the development of strategies, plans, policies, and procedures related to disaster housing and human services.

3. FEMA 404 and 406 Hazard Mitigation Expertise
   a. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events (both Sections 404 and 406).
   b. Develop hazard mitigation proposals (HMPs), and if needed benefit-cost analysis (BCA), to protect damaged elements and facilities from future damage.
   c. Prepare hazard mitigation proposals, grant applications, BCA, and other services related to the HMGP, Pre-Disaster Mitigation, and other mitigation programs.

4. HUD CDBG-DR, MIT, CV, ESG, and other HUD Program Support Services
   a. Provide staff augmentation, subject matter expertise, and other support services related to HUD Coronavirus relief programs to include those funded through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Consolidated Appropriations Act, 2021, American Rescue Plan Act (ARPA), and any future legislation (e.g., American Jobs Plan, American Families Plan, and other COVID- 19 related funding programs).
   b. Provide knowledge, experience and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds.
   c. Conduct unmet needs assessments that identify the type and location of the community's disaster recovery needs especially in the three core aspects of recovery – housing, infrastructure, and the economy.
   d. Provide extensive knowledge of CDBG eligible activities and national objectives particularly as they apply to disaster recovery and develop and submit Action Plans.
   e. Provide technical assistance as requested including HUD level environmental reviews and clearance and other cross-cutting Federal requirements such as documentation, procurement, Federal labor standards, fair housing, accessibility, uniform administration, closeout, and monitoring and compliance.

5. FHWA / FTA Support
   Advise and provide technical support for FHWA DR and/or FTA DR funding.

6. Financial / Grants Management Support and Information Technology
   a. Advise on Federal regulation and policy on tracking costs, including direct administrative costs (DAC) and facilitate reimbursement for all eligible costs incurred by the WPCOG and its member local governments. This includes policy developed by FEMA specific disaster recovery grants and any other guidance issued by Federal agencies.
   b. Categorize, record, track, and file costs in support of the financial reimbursement process. Develop IT solutions that support such grants management.
   c. Perform internal controls assessment and support compliance monitoring activities.
   d. Provide expertise using systems to report information to assist in the management of the disaster recovery programs.

7. Resilient Community Planning Program Support
   a. Develop a resilience strategy and program, including goals and strategies.
   b. Conduct preparedness-related services (including training design and execution) and associated pre-disaster recovery planning (e.g., disaster cost recovery, debris management, hazard mitigation).
   c. Conduct preparedness-related services that support (directly or indirectly) a jurisdiction's resilience program.

8. Long-Term Recovery Operations Implementation Support
   a. Manage the operations of the recovery structure to engage with the impacted communities, State and Federal agencies, and non-governmental organizations to identify community recovery needs and develop and implement strategy to support the local recovery efforts.
      i. Support the disaster recovery coordinator and other mission support personnel to implement recovery priorities.
      ii. Coordinate with agencies and partners, as necessary, necessary to participate within the Recovery Support Function (RSF) structure.
      iii. Coordinate with emergency management and other agencies to determine resources to fill staffing needs.
   b. Engage with the impacted communities to provide technical assistance and guidance in developing a local recovery management structure, as necessary.
   c. Engage with the impacted communities, and provide technical assistance as appropriate, to determine recovery needs and goals.
   d. Identify State and Federal resources available to support local recovery goals.
   e. Develop strategies for each RSF to provide technical assistance and programmatic support to meet the local recovery needs.
   f. Manage cost recovery and recovery financing efforts to secure funding for identified recovery strategies.
   g. Manage the implementation of the strategies, including providing technical assistance to communities as needed throughout the recovery process to identify and address continuing needs. Evaluate strategies to determine effectiveness in meeting recovery

needs and adapt as needed.

h. Evaluate the need for RSFs and a recovery structure throughout the long-term recovery process and adapt the structure as needed through time to manage operations effectively and efficiently.

i. Provide a plan to transition recovery efforts to steady state operations and demobilizing the recovery structure. This may include providing guidance on the transition to a steady state.

2024-2025 Fiscal Year
Capital Project Amendment
Tuesday, December 3, 2024

Request for a budget amendment to be made to close out the capital project budget ordinance for the American Rescue Plan Act Project for the fiscal year end 6/30/2025.

ITEM 1: ALLOCATE FUNDING TO THE GENERAL FUND UTILIZING ARPA FUNDS FOR REVENUE REPLACEMENT.

	Use	Amount	Total Revenue Replacement for 2024-2025
	Mulberry - Gym, Roof and Pickle Ball Court	291,932.35	
	PARTF Capital Project - Local Funding	361,685.00	
	Master Plans	69,964.00	
	Sinkhole Expenditures	226,292.00	
	Hospital Avenue - Local Funding	225,798.98	
	Fund Balance for previous capital purchases	1,065,995.21	
	ARPA Funding		2,241,667.54

AN ORDINANCE DIRECTING THE MINIMUM HOUSING INSPECTOR TO REMOVE OR DEMOLISH THE PROPERTY HEREIN DESCRIBED AS UNFIT FOR HUMAN HABITATION AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED.

WHEREAS, the City Council of the City of Lenoir finds that the dwelling described herein is unfit for human habitation under the City Housing Standards, and that all of the procedures of the Minimum Housing Standards have been complied with; and

WHEREAS, this dwelling should be removed or demolished, as directed by the Minimum Housing Inspector, and should be placard thereon the notice prohibiting use for human habitation; and

WHEREAS, the owners of this dwelling, **PRICE NANCY V,** have been given a reasonable opportunity to bring the dwelling up to the standards of the Minimum Housing Standards accordance with G.S. 160A-443 (5) pursuant to an order issued by the Minimum Housing Inspector on July 08, 2024 and the owner has failed to comply with the order;

NOW THEREFORE BE IT ORDAINED BY the City Council of the City of Lenoir that:

Section 1. The Minimum Housing Inspector is hereby authorized and directed to place a placard containing the following:

"This building is unfit for human habitation: the use or occupation of this building for human habitation is prohibited and unlawful."

on the building located at the following address: **309 Glendale ST NW**
Lenoir, North Carolina
Parcel-ID 09 8 2 49
NCPIN 2749982830

Section 2. The Minimum Housing Inspector is hereby authorized and directed to proceed to remove or demolish the described above dwelling in accordance with this Order, and in accordance with the City of Lenoir Minimum Housing Code, and NCGS 160D-1203.

Section 3. The cost of demolition and improvement of the lot shall be a tax lien on the real property as provided by G.S. 160D-1203 (7).

Section 4. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall be likewise unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

BK 2124 PG 148 - 150 (3)
This document presented and filed:
12/09/2024 02:00:45 PM

Fee $26.00


10102130

Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

3

Section 5. A copy of this ordinance shall be recorded in the Register of Deeds of Caldwell County, North Carolina, and indexed in the name of the property owner or owners in the grantor index.

Adopted this the 3th day of December, 2024.

JOSEPH L. GIBBONS
MAYOR

ATTEST:

SHIRLEY M. CANNON
CITY CLERK

APPROVED AS TO FORM:

Timothy J. Rohr
CITY ATTORNEY

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

Minimum Housing Violation Affidavit
(309 Glendale ST NW)

I, Robert Teague affirm that as the housing inspector for the City of Lenoir I have made every possible attempt to contact the property owners of 309 Glendale ST NW. NCPIN: 2749982830. I have exhausted all resources in the effort to find the owners and/or heirs of the property mentioned above. The dwelling is unfit for human habitation and is a health/safety hazard for nearby neighbors. At this time the best course of action to eliminate the minimum housing violations is to demolish the structure and remove all debris from the property.

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

11/25/24
Date

Robert Teague

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned Notary Public, do hereby affirm that John R Teague personally appeared before me on the 25th day of November, 2024 and signed the above Affidavit ad hid free and voluntary act and deed.

Notary Public

LAUREN HARTLEY NOTARY PUBLIC CALDWELL COUNTY, NC

CITY OF LENOIR

COUNCIL ACTION FORM

I. Agenda Item:

Awarding of the procurement and installation contract for the Mulberry Recreation Center Playground Improvements project. This recommendation includes a “modified” award scenario further described in the following section(s).

II. Background Information:

On October 25, 2024, the City of Lenoir issued a Request for Proposals (RFP) for installation of new playground equipment at the Mulberry Recreation Center. The intent of the request was to solicit pricing for replacement of two (2) playground sets at the center, installation of a new freestanding shade structure, and removal and replacement of the playground surface media (mulch ground covering). Due to concerns about vendors meeting the original submission date of November 22, the RFP was revised and reissued on November 13 and included a new submission date of November 26.

Additionally, during the time between the RFP publication date, revision date, and submission due date, staff examined playground needs at other facilities and the possibility of repairing/refurbishing the existing equipment at Mulberry to make better use of funds by providing new equipment at multiple facilities. It was then determined that one (1) of the new purchased playground sets would be installed at the West End Community Park, and one (1) set would be installed at the Mulberry Recreation Center (along with the new freestanding shade structure). The replaced playground set at Mulberry would also be repaired/refurbished and relocated to the West End Community Park to compliment the new equipment.

Finally, it was decided that the media replacement bid item would not be awarded with this contract, and instead will be reissued in a separate RFP.

On November 26, in accordance with G.S. 134-141 (a), a total of three (3) bids were received for the Mulberry Recreation Center Playground Improvements project. The modified award scenario includes acceptance of the bids for purchase and installation of the 2-5 year old playground set for West End Community Park, purchase and installation of the 5-12 year old playground set for Mulberry Recreation Center, and purchase and installation of the freestanding shade structure for Mulberry Recreation Center. Repair/refurbishment and relocation of the existing 5-12 year old set at Mulberry will be handled outside of this contract.

III. Staff Recommendation:

Staff recommends awarding the modified procurement and installation contract for the Mulberry Recreation Center Playground Improvements project to Barrs Recreation (Barrs Rec). Barrs Rec is the lowest, responsive, responsible bidder for the selected options, is appropriately licensed to perform the work, specializes in recreational equipment sales and installation, and has a long history of successful projects with the City of Lenoir. The contract amount for the selected options will be **$70,108.48**.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Director of Special Projects and Grants:_____

Parks and Recreation Director:_____

Attachments:

- ***Request for Proposals*** **dated October 25, revised November 13**
- ***Addendum No. 1*** **modifying bid date to November 26, 2024**
- ***Bid Tabulation*** **with markup for selected options**
- ***Bid Proposal*** **and** ***Equipment Specs*** **from Barrs Recreation**

REQUEST FOR PROPOSALS – October 25, 2024, Revised November 13, 2024

CITY OF LENOIR, NORTH CAROLINA

MULBERRY RECREATION CENTER PLAYGROUND IMPROVEMENTS

The City of Lenoir is seeking proposals from qualified playground equipment vendors and installers for installation of new playground equipment, a new shade structure, and playground surface media removal and replacement at the Mulberry Recreation Center, located at 720 Mulberry Street SW, Lenoir, North Carolina 28645.

Posting Date: October 25, 2024, Revised November 13, 2024

Proposals Due: November 22, 2024, Revised November 26, 2024

Contact:

Phillip Harper, Parks and Recreation Director, City of Lenoir, 828.757.2166, phil.harper@ci.lenoir.nc.us

Jared Wright, Director of Special Project and Grants, City of Lenoir, 828.757.2153, jwright@ci.lenoir.nc.us

1. DESCRIPTION

This project includes installation of two (2) playground equipment sets at the City of Lenoir's Mulberry Recreation Center playground located at 720 Mulberry Street SW, Lenoir, North Carolina 28645. The project also includes installation of one (1) 12-feet by 12-feet (approximate) freestanding shade structure, and removal and replacement of surface media inside the entire playground area. Bids shall include all labor, materials, and incidental work necessary to provide, install, and complete the work in accordance with the project specifications included herein. This scope of work does not include removal of existing playground equipment and related site amenities. These tasks will be performed outside of this contract.

PROJECT SPECIFICATIONS

General:

The project site is located at 720 Mulberry Street SW, Lenoir, North Carolina 28645. The total playground surface area, as shown in Exhibit 1 below, is approximately **1,060 square yards**. The project includes equipment installation and removal and replacement of surface media in the entire playground footprint. It is the sole responsibility of the contractor to protect all existing equipment not designated for replacement. Any damages to equipment, playground borders, and/or surrounding grounds shall be repaired by the contractor at no expense to the City.

Exhibit 1 – Playground Area – 1,060 square yards



Bid Item 1: Equipment Set No. 1 (5-12 year olds with accommodation for 50-55 total occupants)

Equipment Set No. 1 is located in the northern section of the playground footprint and is intended for 5 to 12 year old occupants. The current equipment configuration is linear, however, proposed new equipment may utilize alternative configurations to best fit the available space and setback/separation requirements. Including general buffer space, the existing equipment occupies approximately **1,375 square feet.** The proposed equipment should be similar in size to the existing equipment, and include various elements including but not limited to slide(s), climbing feature(s), and incorporated shade structures. Exhibit 2 highlights the existing configuration of Equipment Set No. 1.

Exhibit 2 – Equipment Set No. 1 (5-12 year olds) – 1.375 square feet



Bid Item 2: Equipment Set No. 2 (2-5 year olds with accommodation for 20-25 total occupants)

Equipment Set No. 2 is located in the southeastern section of the playground footprint and is intended for 2 to 5 year old occupants. The current equipment configuration is radial, however, proposed new equipment may utilize alternative configurations to best fit the available space and setback/separation requirements. Including general buffer space, the existing equipment occupies approximately **540 square feet.** The proposed equipment should be similar in size to the existing equipment, and include various elements including but not limited to slide(s), climbing feature(s), and incorporated shade structures. Exhibit 3 highlights the existing configuration of Equipment Set No. 2.

Exhibit 3 – Equipment Set No. 2 (2-5 year olds) – 540 square feet



Bid Item 3: Freestanding Shade Structure

The freestanding shade structure will be a new addition to the playground area. The City intends to locate this structure in the space between Equipment Set No. 1 and No. 2, and anticipates the total canopy area to be approximately 144 square feet, or roughly 12-feet by 12-feet, although irregular dimensions may be considered depending on equipment configuration. This proposed location currently includes a ground-mounted bench. City staff will remove this amenity prior to installation of the shade structure. Exhibit 4 indicates the proposed freestanding shade structure location.

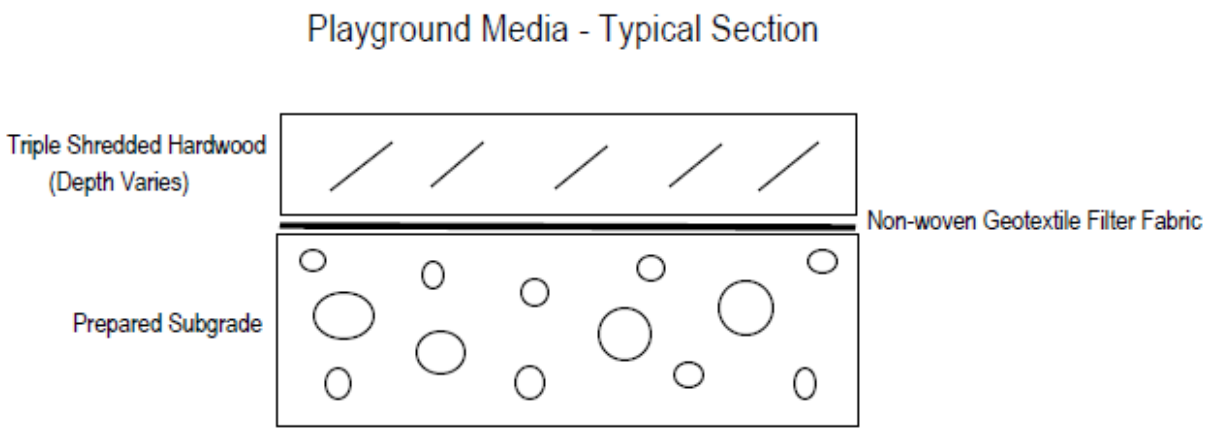
Exhibit 4 - Freestanding Shade Structure – 144 square feet



Bid Item 4: Playground Surface Media Removal and Replacement

This project includes removal and replacement of the existing playground surface media with new triple-shredded hardwood media. The scope of work includes removal and disposal of all existing media within the approximate 1,060 square yard playground footprint. Estimates indicate that existing media depths range from 4-inches to 10+/- inches. New media shall be placed at a minimum of 4-inches in depth, however, the contractor is required to adjust media depths in various fall zones (depending on proposed equipment configuration) in accordance with the U.S. Consumer Product Safety Commission's *Public Playground Safety Handbook* (most recent version). Surface preparation, excavation, adjustment of installed equipment heights, or other means necessary to achieve appropriate media depths is the responsibility of the contractor.

Prior to placement of new surface media, the contractor shall fill any remaining holes resulting from removal of existing equipment by others. Fill material will be provided by the City from a location approximately one (1) mile from the project site. The contractor will be responsible for loading, hauling, offloading, placement, and compaction of any necessary fill material. Additionally, surface preparation, including but not limited to fine grading and/or smoothing, of the existing subgrade is to be performed by the contractor prior to media placement. The typical section for playground surface media replacement shall be as follows:



2. INSTRUCTIONS TO BIDDERS.

Bidders are asked to submit an itemized proposal for the work inclusive of each bid item listed in the project specifications. The cost of each bid item shall be presented as a lump sum, inclusive of all labor, materials, and incidentals necessary to deliver a fully functioning product. Bids shall be submitted on the attached bid form by the date and time included in this Request for Proposals (RFP). Each bid shall also include all product data, brochures, cut-sheets, colored renderings, and other print material necessary to best demonstrate the layout, configuration, approximate size, and features of each applicable element.

Alternate Bid Items: The bid form includes separate sections for "Base Option" and "Upgraded Option" for each playground set and the freestanding shade structure. This nomenclature refers to the design, configuration, and included features supplied with each element. Each option, base and upgraded, shall adhere to the general requirements contained in the project specifications. Additionally, distinguishing additions or features of the *Upgraded Option* for each element shall be clearly identified in a manner that allows City staff to easily discern, identify, and justify differences in bid amounts between the options.

Bids shall be submitted via email to City staff listed above by 5:00pm local time on the date of closing. Bidders are responsible for determining file size of emailed bids and supporting documents prior to the submission deadline. If bidders determine that files are too large to email, bidders should refer to the contact info on page 1 of the RFP and utilize a file transfer program to deliver bidding documents to the appropriate recipients. The City of Lenoir will not be responsible for late bids due to electronic delivery issues.

The City of Lenoir reserves the right to reject all bids and re-advertise the contract at a later date, delay awarding of the contract, or choose any combination of base and upgraded options from a single bid once the apparent low bidder has been identified. Bidders shall be appropriately licensed and insured. A valid copy of licensure and certificates of insurance will be required prior to execution of the contract.

Attachments:

Bid Form

Jared Wright, Director of Special Projects and Grants, City of Lenoir

BID FORM

Mulberry Recreation Center Playground Improvements
City of Lenoir, North Carolina

Bidder Name:_____

Item	Description	Base Option	Upgraded Option
1	Equipment Set No. 1 (5-12 years old)		
2	Equipment Set No. 2 (2-5 years old)		
3	Freestanding Shade Structure		
4	Playground Surface Media Removal and Replacement (No Option)		
TOTALS for EACH OPTION			

I, _____, on behalf of _____ do hereby certify that I have fully read the Request for Proposals, have performed the necessary investigations of the site and the requested scope of work, and do knowingly submit this bid as a proposal to fully complete the work as requested in a timely and workmanlike manner for the prices stated above. Submitted this the _____ day of _____, 2024.

Acknowledgement of Addenda: (No. 1)_____ (sign)

List Attachments (product data, cut-sheets, renderings):

_____
_____
_____
_____
_____
_____

November 13, 2024

Addendum No. 1

Request for Proposals
Mulberry Recreation Center Playground Improvements
City of Lenoir, North Carolina

To All Parties Holding Bidding Documents for the Subject Project:

This Addendum No. 1 issued this thirteenth day of November 2024 shall be incorporated into the bidding documents and its receipt acknowledged on the revised bid form.

The due date for proposals has been extended until Tuesday, November 26, 2024 at 5:00pm local time. The following pages of the Request for Proposals have been modified to reflect this change and shall replace the current pages in their entirety:

- *Page 1- Cover*
- *Page 8 - Bid Form*

End of Addendum No. 1

CITY OF LENOIR



Jared Wright
Director of Special Projects and Grants
City of Lenoir

REQUEST FOR PROPOSALS – October 25, 2024, Revised November 13, 2024

CITY OF LENOIR, NORTH CAROLINA

MULBERRY RECREATION CENTER PLAYGROUND IMPROVEMENTS

The City of Lenoir is seeking proposals from qualified playground equipment vendors and installers for installation of new playground equipment, a new shade structure, and playground surface media removal and replacement at the Mulberry Recreation Center, located at 720 Mulberry Street SW, Lenoir, North Carolina 28645.

Posting Date: October 25, 2024, Revised November 13, 2024

Proposals Due: November 22, 2024, Revised November 26, 2024

Contact:

Phillip Harper, Parks and Recreation Director, City of Lenoir, 828.757.2166, phil.harper@ci.lenoir.nc.us

Jared Wright, Director of Special Project and Grants, City of Lenoir, 828.757.2153, jwright@ci.lenoir.nc.us

1. DESCRIPTION

This project includes installation of two (2) playground equipment sets at the City of Lenoir's Mulberry Recreation Center playground located at 720 Mulberry Street SW, Lenoir, North Carolina 28645. The project also includes installation of one (1) 12-feet by 12-feet (approximate) freestanding shade structure, and removal and replacement of surface media inside the entire playground area. Bids shall include all labor, materials, and incidental work necessary to provide, install, and complete the work in accordance with the project specifications included herein. This scope of work does not include removal of existing playground equipment and related site amenities. These tasks will be performed outside of this contract.

BID FORM

Mulberry Recreation Center Playground Improvements
City of Lenoir, North Carolina

Bidder Name:_____

Item	Description	Base Option	Upgraded Option
1	Equipment Set No. 1 (5-12 years old)		
2	Equipment Set No. 2 (2-5 years old)		
3	Freestanding Shade Structure		
4	Playground Surface Media Removal and Replacement (No Option)		
TOTALS for EACH OPTION			

I, _____, on behalf of _____ do hereby certify that I have fully read the Request for Proposals, have performed the necessary investigations of the site and the requested scope of work, and do knowingly submit this bid as a proposal to fully complete the work as requested in a timely and workmanlike manner for the prices stated above. Submitted this the _____ day of _____, 2024.

Acknowledgement of Addenda: (No. 1)_____ (sign)

List Attachments (product data, cut-sheets, renderings):

_____
_____
_____
_____
_____
_____

City of Lenoir
Parks and Recreation Department
Mulberry Recreation Center Playground Improvements
Bid Tabulation 11.26.24

		Playworld			Barrs Recreation			Cunningham Recreation		
Item	Description	Base Option	Upgraded Option	Upgraded Option 2	Base Option	Upgraded Option	Upgraded Option 2	Base Option	Upgraded Option	Upgraded Option 2
1	Equipment Set No. 1 (5-12 years old)	$87,528.00	$110,318.00	$132,296.00	$33,748.50	$43,655.58	N/A	$74,349.85	N/A	N/A
2	Equipment Set No. 2 (2-5 years old)	$28,198.00	$28,198.00	$28,198.00	$29,167.98	$27,313.09	N/A	$22,038.75	N/A	N/A
3	Freestanding Shade Structure	$5,700.00	$5,700.00	$5,700.00	$7,192.00	$7,192.00	N/A	$7,043.23	N/A	N/A
4	Playground Surface Media Removal and Replacement (No Option)	$7,500.00	$7,500.00	$7,500.00	$21,854.00	$21,854.00	N/A	$39,207.27	N/A	N/A
TOTALS for EACH OPTION		**$128,926.00**	**$151,716.00**	**$173,694.00**	**$91,962.48**	**$100,014.67**	N/A	**$142,639.10**	N/A	N/A

*Pricing is based upon the attached *Request for Proposals* dated November 13, 2024.*
The Request for Proposals only required a "base" and "upgraded" option for consideration. Additonal options are considered, if provided, but are not required.

11-26-2024

Project Proposal- Base Concept



Proposal By :

Ashley Barrs

ashley@barrsrec.com

Proposal For :

City of Lenoir

Office:
Barrs Recreation
36 Diane Street
Pittsboro, NC 27312

919-781-4870
info@barrsrec.com
www.barrsrec.com

Barrs RECREATION
Let's build something amazing!

Barrs Recreation
EIN- 47-2841939
Pittsboro, NC
Info@barrsrec.com 919-781-4870

Subject: Statement of Qualifications for Development of Mulberry Recreation Center Playground Improvements

Barrs Recreation is grateful for the opportunity to present our qualifications and design proposal to Lenoir for consideration for the Mulberry Recreation Center. We are confident that the information provided within this proposal will demonstrate the strength and ability of Barrs Recreation to successfully complete projects of this scale. Our firm is prepared to engage Lenoir to design, plan, and complete a project we are both proud of.

Barrs Recreation is a family-owned and operated North Carolina Minority and Woman-Owned Business Enterprise (MWBE) Certified business based in the Triangle. Our business thrives on our expertise, relationships, leadership, and local workforce that has been cultivated over the past 23 years. Our reputation is built on strong client relationships, and we consider each customer an extension of our family. We strive to fulfill not just the requirements of the project, but the expectations of the entire team and local community. Our commitment encompasses all aspects of the project, covering both the tangible elements such as cost, quality, schedule, and safety, as well as the intangible aspects. We approach the project with a service-oriented mindset, striving to establish trust, confidence, and accountability in every facet of our work.

Our company is based on exceeding expectations in delivering projects for customers of varying sizes and complexities. Our successful completion of projects ranging from $10,000 to an excess of $2,500,000 speaks to the quality and accountability of our team.

In our partnership with Lenoir, we pledge to provide quality, prompt, and meaningful communication, respect for all team members, proactive coordination, and foresight into project needs, as well as transparency in all negotiations. We appreciate the opportunity to become an extension of your project team.

Sincerely,
The Barrs Recreation Team
Carolynne Barrs, CEO

Table of Contents









Bid Form

Project Renderings

Barrs Recreation Quote

Burke Proposal

Technical Approach

Barrs Team

References

Supplemental Warranty

Thank You

November 13, 2024

Addendum No. 1

Request for Proposals
Mulberry Recreation Center Playground Improvements
City of Lenoir, North Carolina

To All Parties Holding Bidding Documents for the Subject Project:

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- *Page 1- Cover*
- *Page 8 - Bid Form*

End of Addendum No. 1

CITY OF LENOIR



Jared Wright
Director of Special Projects and Grants
City of Lenoir

REQUEST FOR PROPOSALS – October 25, 2024, Revised November 13, 2024

CITY OF LENOIR, NORTH CAROLINA

MULBERRY RECREATION CENTER PLAYGROUND IMPROVEMENTS

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Contact:

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Jared Wright, Director of Special Project and Grants, City of Lenoir, 828.757.2153, jwright@ci.lenoir.nc.us

1. DESCRIPTION

This project includes installation of two (2) playground equipment sets at the City of Lenoir's Mulberry Recreation Center playground located at 720 Mulberry Street SW, Lenoir, North Carolina 28645. The project also includes installation of one (1) 12-feet by 12-feet (approximate) freestanding shade structure, and removal and replacement of surface media inside the entire playground area. Bids shall include all labor, materials, and incidental work necessary to provide, install, and complete the work in accordance with the project specifications included herein. This scope of work does not include removal of existing playground equipment and related site amenities. These tasks will be performed outside of this contract.

BID FORM

Mulberry Recreation Center Playground Improvements
City of Lenoir, North Carolina

Bidder Name: Barrs Recreation, LLC

Item	Description	Base Option	Upgraded Option
1	Equipment Set No. 1 (5-12 years old)	$33,748.50	$43,655.58
2	Equipment Set No. 2 (2-5 years old)	$29,167.98	$27,313.09
3	Freestanding Shade Structure	$7,192.00	$7,192.00
4	Playground Surface Media Removal and Replacement (No Option)	$21,854.00	$21,854.00
TOTALS for EACH OPTION		$91,962.48	$100,014.67

I, Ashley Barrs, on behalf of Barrs Recreation, LLC do hereby certify that I have fully read the Request for Proposals, have performed the necessary investigations of the site and the requested scope of work, and do knowingly submit this bid as a proposal to fully complete the work as requested in a timely and workmanlike manner for the prices stated above. Submitted this the 26 day of November, 2024.

Acknowledgement of Addenda: (No. 1) Ashley Barrs (sign)

List Attachments (product data, cut-sheets, renderings):

bid form, project renderings, Barrs Recreation quote, Burke proposal, techincal approach, About Barrs Recreation, References, Supplemental Warranty

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

MULBERRY RECREATION CENTER

PROPOSAL #:405-193584-1



COLOR KEY

- BLUE
- RED
- GRAY
- GRANITE
- BLUE/WHITE
- RED/WHITE

Barrs RECREATION

3D Designer: Alexandria

PROPOSAL #:405-193584-1

MULBRRY RECREATOIN CENTER

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Barrs
RECREATION

3D Designer: Alexandria

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

MULBERRY RECREATION CENTER

PROPOSAL #:405-193584-1



Barrs RECREATION

3D Designer: Alexandria

130

Quotation

Date	Estimate #
11/25/2024	18910

36 Diane Street
Pittsboro, NC 27312

Name / Address

Lenoir Parks and Rec
Mulberry Recreation Center
720 Mulberry St SW
Lenoir, NC 28645

Terms	Rep	Project
Due Upon Complet...	AKB	Mulberry Recreatio...

Item	Description	Qty	U/M	Rate	Total
	~Base Concept ~				
Service	Removal of existing surfacing, filling old footers with fill dirt provided by the city of lenoir.			5,800.00	5,800.00T
BCI Burke	•Project Name:Mulberry Recreation Center Base Concept •Project Number:405-193584-1 •User Capacity:83 •Age Groups:5 to 12, 2 to 5, 2 to 12	1	ea	70,867.00	70,867.00T
Discount	Barrs Recreation Courtesy Savings Amount			-20,653.52	-20,653.52
Freight	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.			5,000.00	5,000.00T
Installation	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			20,000.00	20,000.00T
EWF	Certified Engineered Wood Fiber covering entire playspace.	200	C...	55.00	11,000.00T
Service	Supply and install filter fabric throughout space	5,054		1.00	5,054.00T

All purchases subject to a 6 - 8 week delivery schedule (dependant on manufacturer), unless otherwise noted. This quote is valid for 30 days. Payment terms are issuance of a PO 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

131

Quotation

Date	Estimate #
11/25/2024	18910

36 Diane Street
Pittsboro, NC 27312

Name / Address

Lenoir Parks and Rec
Mulberry Recreation Center
720 Mulberry St SW
Lenoir, NC 28645

Terms	Rep	Project
Due Upon Complet...	AKB	Mulberry Recreatio...

Item	Description	Qty	U/M	Rate	Total
Supplemental ...	In addition to BCI Burkes 100% Non-prorated warranty, Barrs Recreation offers Value Added Service of 100% FREE replacement costs on all warranted BCI Burke products if installed by Barrs Recreation throughout the duration of the warranty period. The warranted items are shipped directly to Barrs Rec and are installed FREE OF CHARGE by our qualified installer(s). This results in Zero out-of-pocket costs to our customers on all warranted Burke Products. Our commitment to higher quality products and service makes this possible.			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
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
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

All purchases subject to a 6 - 8 week delivery schedule (dependant on manufacturer), unless otherwise noted. This quote is valid for 30 days. Payment terms are issuance of a PO 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	$97,067.48
Sales Tax (6.75%)	$6,552.05
Total	$103,619.53

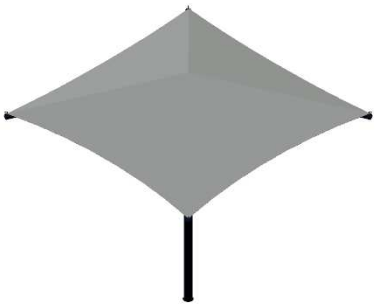
Phone #	Toll Free Phone	E-mail	Web Site
919-781-4870	800-909-PLAY	info@barrsrec.com	www.barrsrec.com

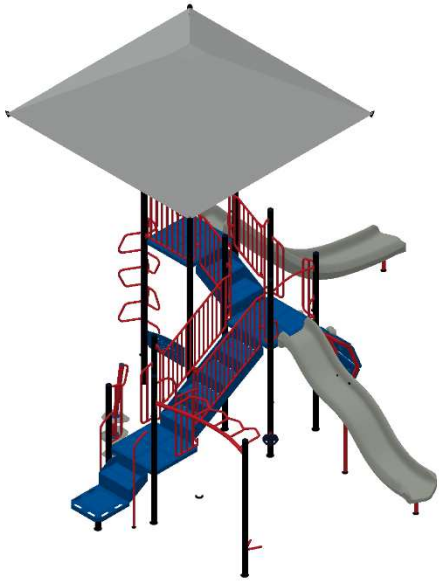
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Mulberry Recreation Center

720 Mulberry St SW | Lenoir, NC 28645-5827







PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
20	13 / 7	13 / 0	0 / 0	5 / 4	4 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.
Area: 5054.6 sq.ft.
Perimeter: 295.9 ft.
STRUCTURE SIZE: 63' 7"x94' 5"
POST SIZE(S): 5"

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Burke Basics | Synergy | ShadePlay Max

SITE PLAN VIEW

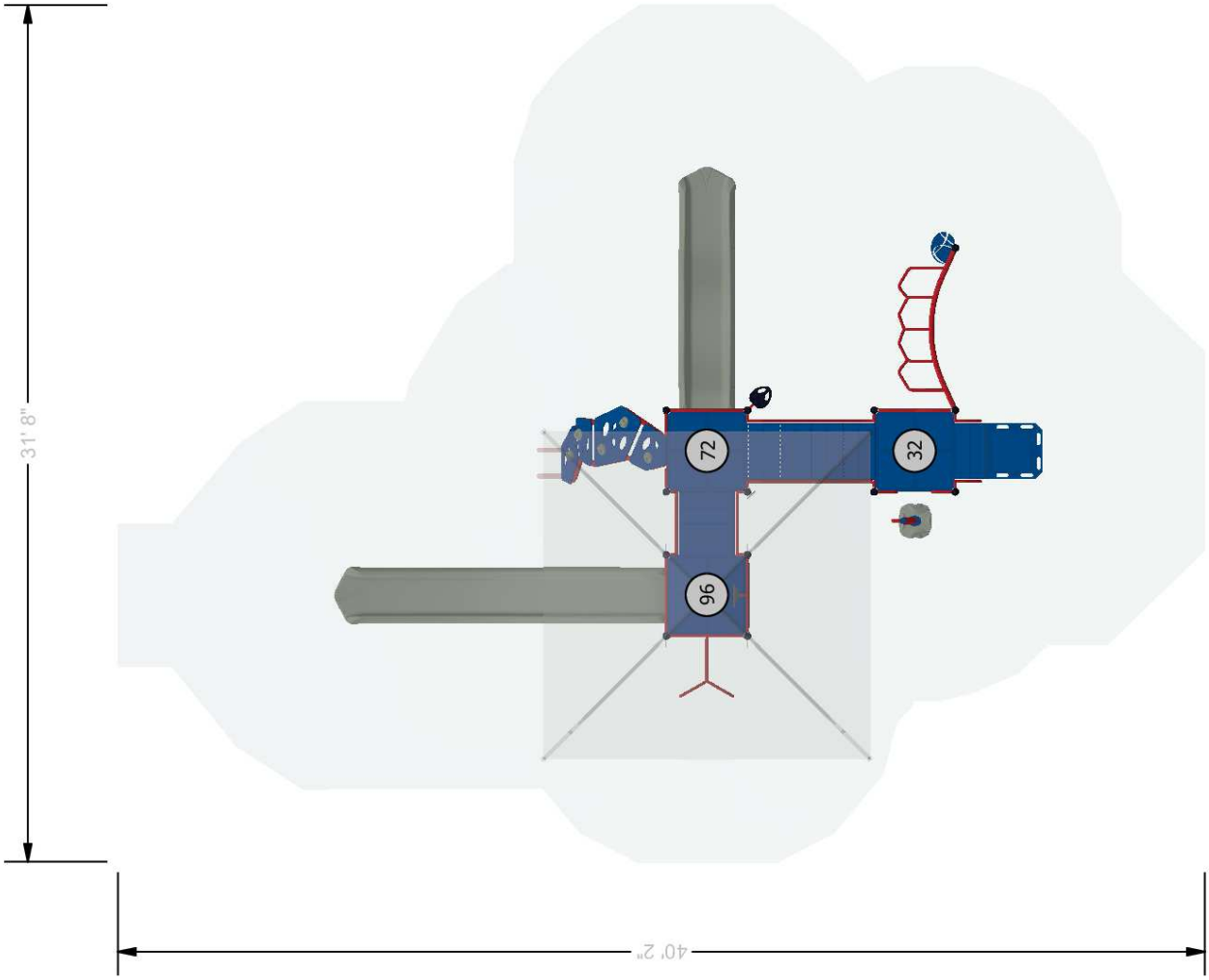
GROUP:
5-12 Structure|SY-3215|Freestanding

DESIGNED FOR AGES:
5 to 12, 2 to 5, 2 to 12

Mulberry Recreation Center
Lenoir, NC 28645-5827

11/13/2024

Barrs Recreation, LLC
405-193584-1
Designer: Pa Der Vang



PLAYGROUND ACCESSIBILITY (Provided/Required)					
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
20	13 / 7	13 / 0	0 / 0	5 / 4	4 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.
Area: 5054.6 sq.ft.
Perimeter: 295.9 ft.
STRUCTURE SIZE: 7"x94' 5"
POST SIZE(S): 5"

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Synergy | Burke Basics

SITE PLAN VIEW

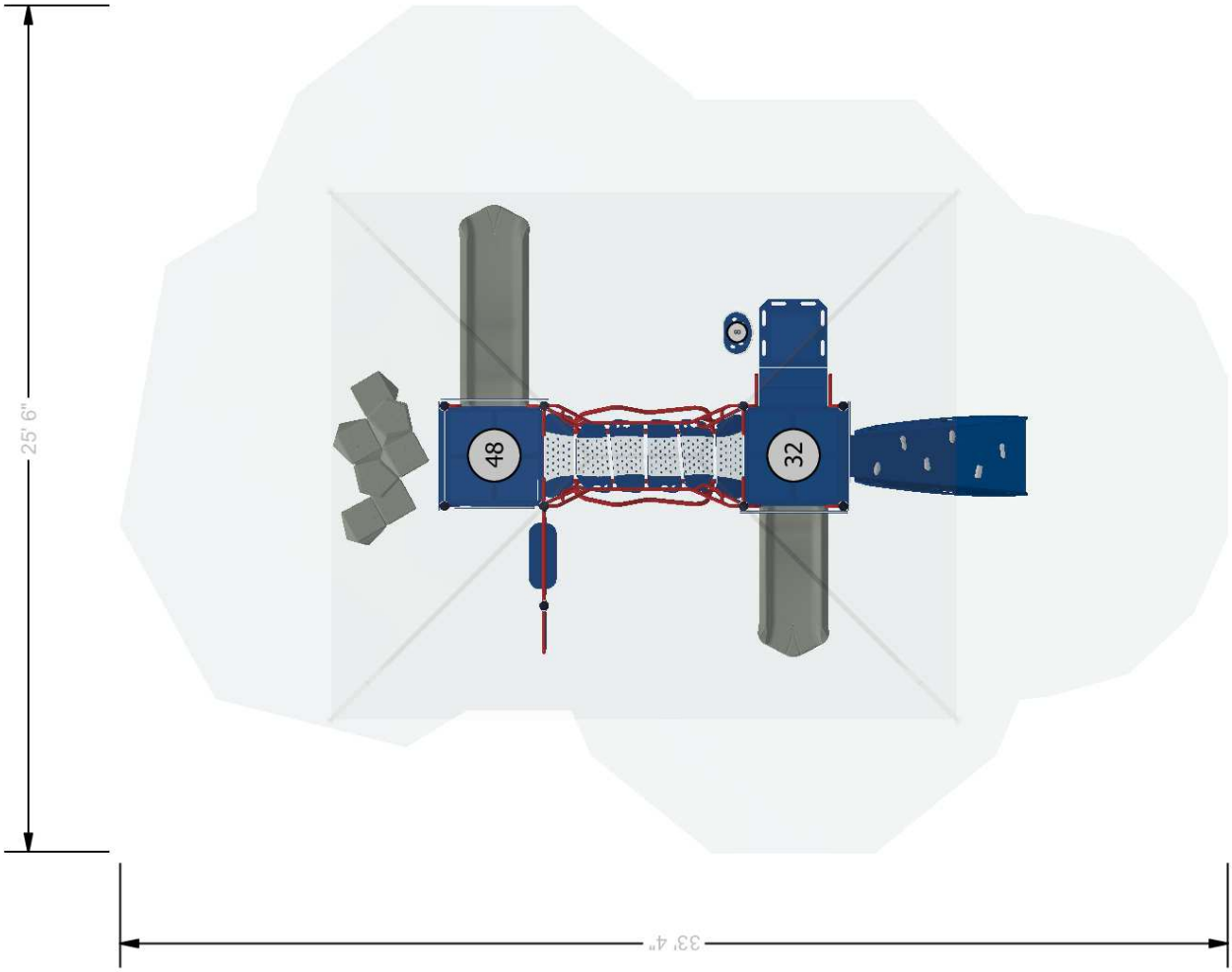
GROUP:
5-12 Structure

DESIGNED FOR AGES:
5 to 12

Mulberry Recreation Center
Lenoir, NC 28645-5827

11/13/2024

Barrs Recreation, LLC
405-193584-1
Designer: Pa Der Vang



PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
20	13 / 7	13 / 0	0 / 0	5 / 4	4 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.
Area: 5054.6 sq.ft.
Perimeter: 295.9 ft.
STRUCTURE SIZE: 7"x94' 5"
POST SIZE(S): 5"

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Burke Basics | Synergy

SITE PLAN VIEW

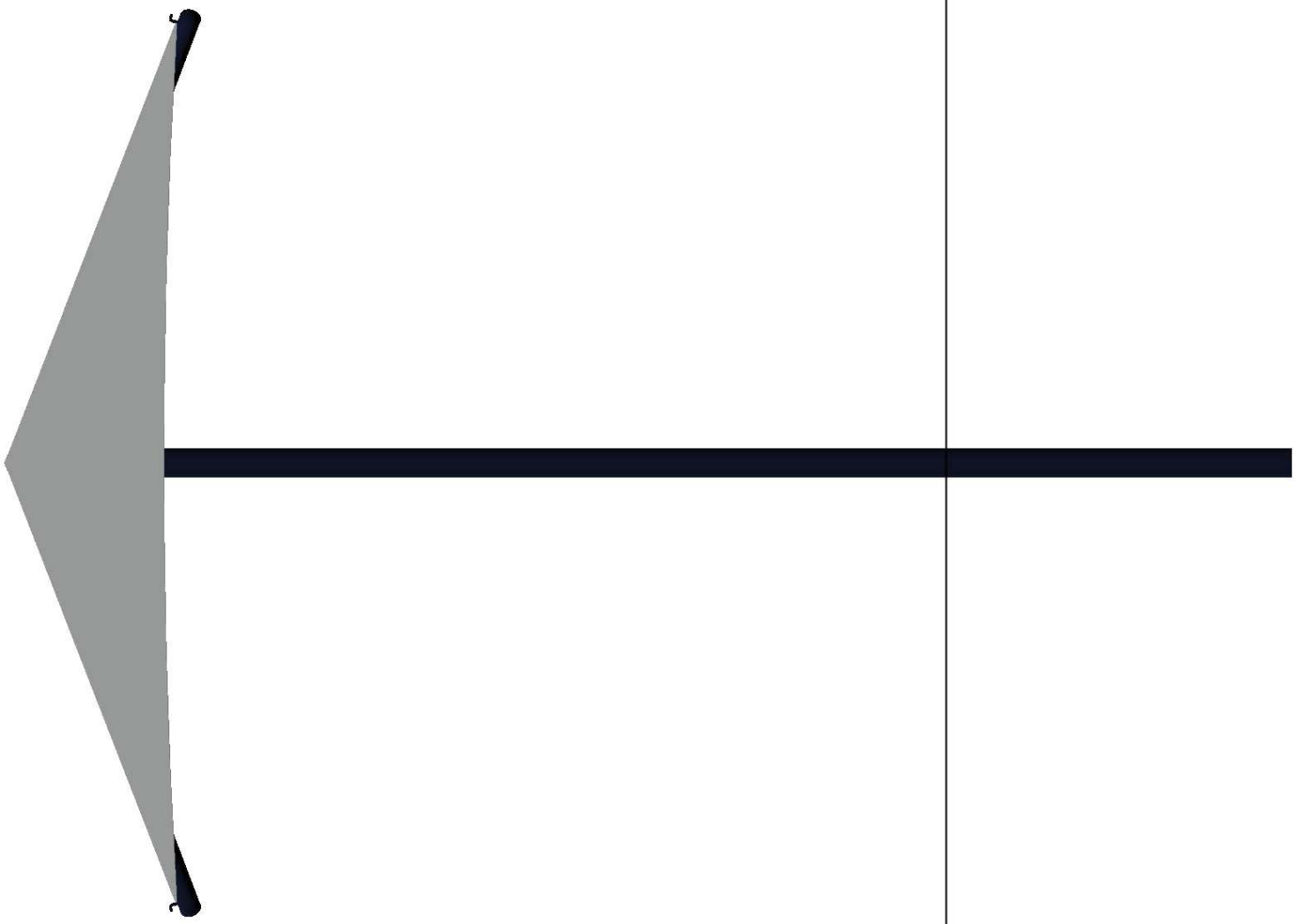
GROUP:
SY-3215

DESIGNED FOR AGES:
2 to 5

Mulberry Recreation Center
Lenoir, NC 28645-5827

11/13/2024

Barrs Recreation, LLC
405-193584-1
Designer: Pa Der Vang



SERIES ShadePlay Max

ELEVATION VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

Mulberry Recreation Center
Lenoir, NC 28645-5827

11/13/2024

Barrs Recreation, LLC
405-193584-1

Designer: Pa Der Vang

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Mulberry Recreation Center

Proposal 405-193584-1 | 11/13/2024 | 2024 Pricing

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTMF1487. To verify product certification, visit www.ipema.org.

The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
	5-12 Structure					
Synergy						
072-0300-107C	3 1/2" OD X 107" CAPPED POST	1	0	0	40	40
072-0300-123C	3 1/2" OD X 123" CAPPED POST	3	0	0	45	135
072-0300-131C	3 1/2" OD X 131" CAPPED POST	1	0	0	48	48
072-0300-151C	3 1/2" OD X 151" CAPPED POST	2	0	0	55	110
072-0300-163C	3 1/2" OD X 163" CAPPING POST	2	0	0	60	120
072-0302-217S	3 1/2" OD X 217" SWAGED POST	4	0	0	79	316
290-0102	SQUARE PLATFORM	3	4	12	59	177
290-0104	OFFSET ENCLOSURE	1	0	0	26	26
290-0110	CLIMBER ENCLOSURE	3	0	0	21	63
390-0101	24" TRANSITION STAIR W/BARRIERS	1	5	5	143	143
390-0108	40" TRANSITION STAIR W/BARRIERS	1	4	4	261	261
390-0147	TRANSFER STATION, HANDRAIL 32"	1	4	4	134	134
390-0225	SYNERGY LAUNCH PAD	1	1	1	8	8
390-0299	ATOM CLIMBER 80"-96"	1	4	4	70	70
390-0304	STRAIGHT HORIZONTAL LADDER,SY...	1	3	3	40	40
390-0325	FORMIS LADDER 72	1	6	6	115	115
490-0133	ROCK N ROLL SLIDE 64"-72"	1	2	2	116	116
490-0141	SLIDE SIT DOWN BAR	2	0	0	5	10
490-0143	VELO XL SLIDE 88"-96"	1	2	2	139	139
490-0167	SINGLE LEAF SEAT	1	1	1	7	7
490-0195	12' X 12' SHADEPLAY CANOPY	1	0	0	215	215
590-0093	MAZE ACCESSIBLE REACH PANEL	1	2	2	13	13
590-0405	PIPE WALL W/ STEERING WHEEL	1	1	1	46	46
590-0422	FLOWER SPINNER, POST MOUNTED	1	1	1	0.6	0.6
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5
690-0426	3 1/2" OD X 11 GA POST EXTENSION	4	0	0	7	28
	5-12 Structure					
Burke Basics						
560-0066	FS APPROACH CLIMBER, 3 POD	1	3	3	60	60

Total User Capacity: 51
Total Weight: 2453 lbs.
Total Price: $36,529

SY-3215

Burke Basics

560-2709	EKO BUNDLE	1	6	6	148	148
580-1364	LIL NOVO BEAN STEP	1	1	1	28	28

SY-3215

Synergy

072-0300-131C	3 1/2" OD X 131" CAPPED POST	2	0	0	48	96
072-0300-147C	3 1/2" OD X 147" CAPPED POST	2	0	0	54	108
072-0300-99C	3 1/2" OD X 99" CAPPED POST	1	0	0	37	37
072-0302-153S	3 1/2" OD X 153" SWAGED POST	4	0	0	56	224
290-0102	SQUARE PLATFORM	2	4	8	59	118
290-0109	SYNERGY IMAGINATION CLIMBER E...	1	0	0	56	56
290-0111	CLIMBER ENCLOSURE 2-5	2	0	0	17	34
390-0147	TRANSFER STATION, HANDRAIL 32"	1	4	4	134	134
390-0298	MESA CLIMBER	1	4	4	147	147
390-0307	ROCK CRAWL IMAGINATION	1	2	2	193	193
490-0128	ROCK N ROLL SLIDE 24"-32"	1	1	1	54	54
490-0132	ROCK N ROLL SLIDE 40"-48"	1	1	1	76	76
490-0134	IMAGINATION SLIDE SIT DOWN PANEL	2	0	0	11	22
490-0192	EZ TENSION 15' X 19' SHADEPLA...	1	0	0	334	334
590-0151	CHIMES CRESCENT PANEL, LEFT	1	1	1	17	17
590-0159	ABC PANEL 2-SIDED, ABOVE PLAT...	1	2	2	25	25
590-0400	SYNERGY COUNTER	1	2	2	52	52

Total User Capacity: 32
Total Weight: 1903 lbs.
Total Price: $30,041

Freestanding

ShadePlay Max

560-2751	12' X 12' X 10' SHADEPLAY MAX...	1	0	0	358	358

Total User Capacity: 0
Total Weight: 358 lbs.
Total Price: $4,297

Special Notes:
Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**

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COLOR SELECTION LIST | Default Color Option

GROUP 1 (SY-3215)

Acc:	Red
Plastic:	Granite
Deck:	Blue
Post:	Navy
Panel:	Blue-White-Blue
Canopy:	Gray
Flat:	Blue

GROUP 2 (Freestanding)

Post:	Navy
Canopy:	Gray

GROUP 3 (5-12 Structure)

Deck:	Blue
Post:	Navy
Acc:	Red
Panel:	Blue-White-Blue
Plastic:	Granite
Flat:	Blue
Canopy:	Gray

COLORS THAT MOVE YOU

POWDER COAT PAINT



PLATFORMS



SOLIS HUE TOPPERS



TRADITIONAL SERIES SITE AMENITIES



ROCKIT CLIMBERS

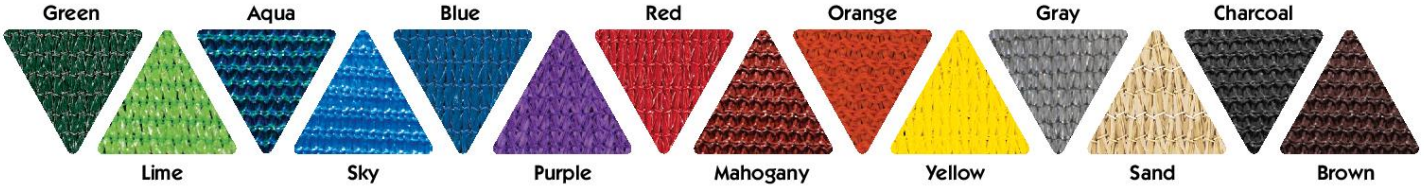


HDPE PLASTIC PANELS

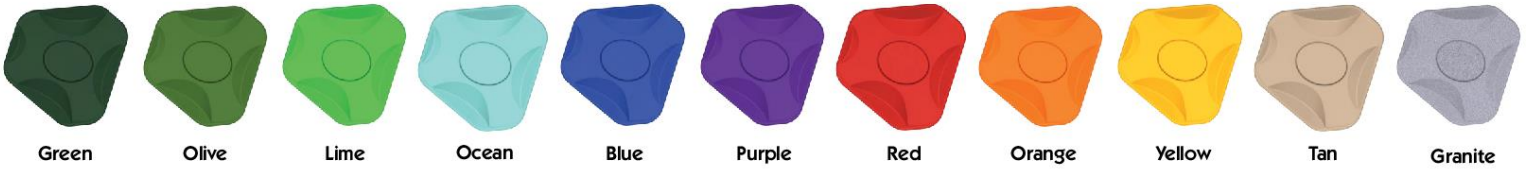




SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!

BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire™, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4Me® against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070. **01/2024**

Technical Approach

Barrs Recreation is a family-owned and operated, Minority and Woman Owned Business Enterprise certified, and carries a general contractors license in both North and South Carolina. Our business is focused on providing exceptional customer service with the highest quality recreational equipment paired with innovative and cost-effective solutions. Having thoroughly reviewed the scope of work associated with this project and carefully considering the requirements, we are fully prepared to engage and partner with Lenoir to ensure that our services not only meet but exceed your organization's vision for the Mulberry Recreation Complex Playground.

Our commitment encompasses the preparation of schematic design plans and reports, design estimates, and well-defined schedules. Anticipating potential challenges that may arise during a project of this size and scope, we have a proactive approach. We conduct weekly internal project management meetings to address any issues promptly and efficiently. Effective communication is crucial, and we will keep Lenoir informed of the current build status and swiftly address any concerns that may arise. Furthermore, we are dedicated to inspecting all work for accuracy and precision to maintain the highest standards. When appropriate, we engage subcontractors with whom we have long-standing relationships and have been chosen for the quality of their workmanship and successful execution of previous projects.











Barrs Team

Barrs Recreation is a team of 14 dedicated professionals led by our CEO- Carolynne Barrs and Vice President John Barrs. Five Recreational Consultants including project lead Ashley Barrs, two administrative support staff, and a skilled team of five full-time installers led by Taylor Barrs. In addition to our experience and knowledge, we value our strong relationships with local subcontractors in order to ensure your project is well-planned, competitively priced, and executed in a timely manner. The proposed team for this project is comprised of industry experts who are well-versed in complex playground projects and have a robust combined experience of over 50 years. Barrs Recreation understand the importance of time adherence and is committed to clear communication. Each project presents its own unique challenges, if this alters the scope of work we are committed to finding the most cost effective and efficent solution that best benefits our clients.

References

Please see our list of North Carolina references below, while not an exhaustive list we believe that this offers a comprehensive view of the products and services that we offer.

- Pittsboro Parks and Recreation- **Katy Keller**
  - 919-542-4621, kkeller@pittsboronc.gov
- City of Raleigh- **Shawn Collins**
  - 919-996-4860, shawn.collins@raleighnc.gov
- Brunswick County- **Aaron Perkins**
  - 910-253-2676, aaron.perkins@brunswickcountync.gov
- Mecklenburg County Parks and Recreation- **James Rainey**
  - 980-314-1043, james.rainey@mecklenburgcountync.gov
- Town of Black Mountain- **Josh Henderson**
  - 828-419-7205, joshua.henderson@tobm.org
- Town of Waxhaw- **Dena Sabinske**
  - 704-843-2195, dsabinske@waxhaw.com
- City of Kannapolis, **Gary Mills**
  - 704-920-4444, gmills1@kannapolisnc.gov





MULBERRY RECREATION CENTER PLAYGROUND

Project Timeline and Workload

Barrs Recreation has 100 projects in various stages of completion at any given time. Ashley typically has 20 projects in progress at a time. Our anticipated timeline for this project is listed below, please note that delays may occur due to events beyond our control such as weather.

Project:	Assigned To	Est Duration	Days From Initial Date	Total in weeks
Order received	Barrs Purchasing	1 day	1	.14
Receive estimated ship date	Ashley Barrs	10 days	11	1.57
Equipment leaves dock*	Ashley Barrs	6 weeks	53	7.8
Equipment is received on site	Barrs Installation	3 days	56	8
Installation of equipment	Barrs Installation	2 weeks	70	10
Installation of mulch and borders	Barrs installation and subcontractor	3 day	73	10.42
Inspection by CPSI and Barrs Consultant	Ashley Barrs, Francis Blanchard	1 day	74	10.57
Final walkthrough	Ashley Barrs	1 day	74	10.57

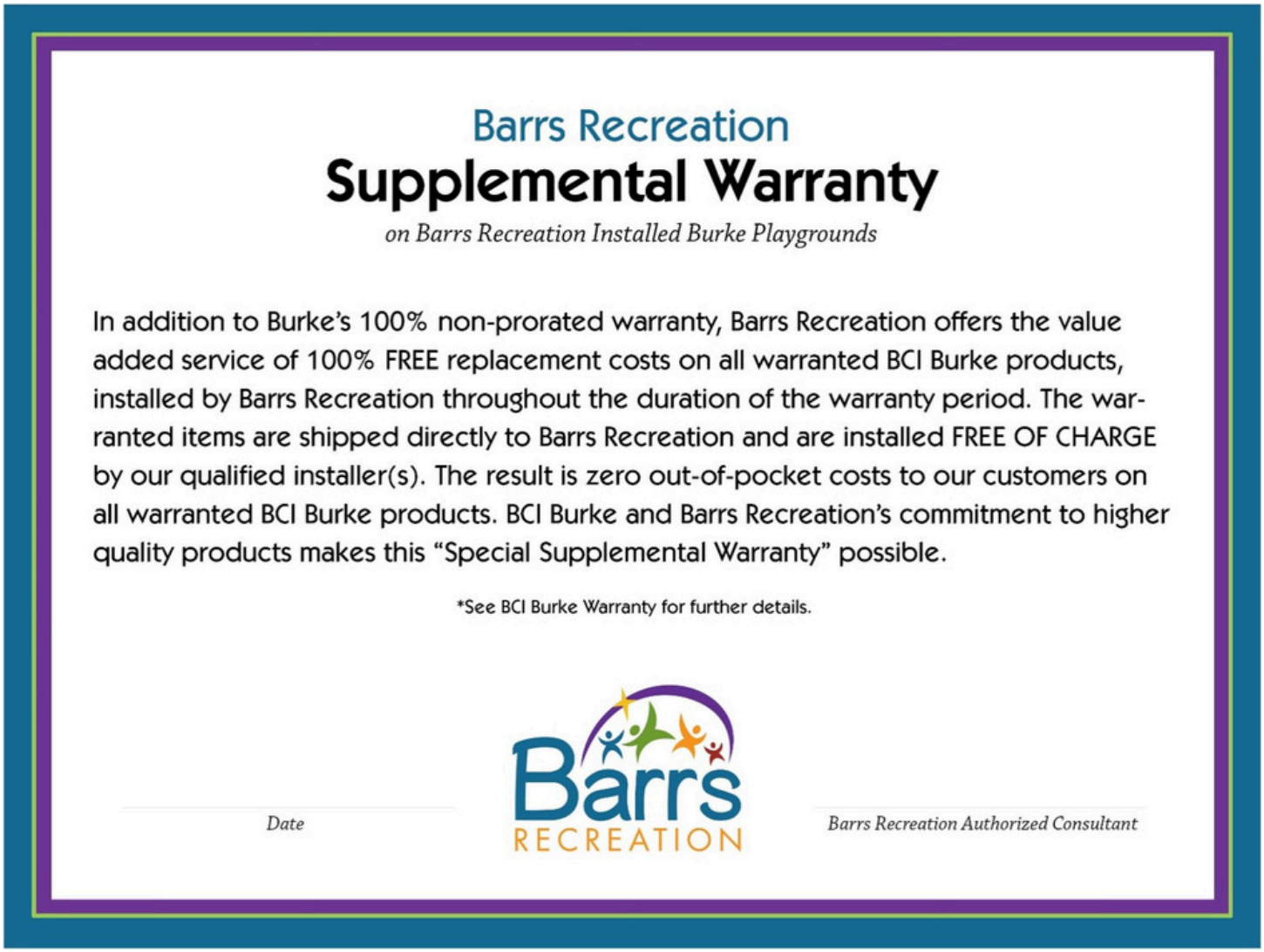
*based on current manufacturing lead times, subject to change, changes will be communicated with customer






Warranty

In addition to Burkes robust and industry leading warranty program, Barrs Recreation is happy to provide an additional supplemental warranty to each project covering the installation of all waranted BCI Burke Products previously installed by Barrs Recreation.



Barrs Recreation

Supplemental Warranty

on Barrs Recreation Installed Burke Playgrounds

In addition to Burke's 100% non-prorated warranty, Barrs Recreation offers the value added service of 100% FREE replacement costs on all warranted BCI Burke products, installed by Barrs Recreation throughout the duration of the warranty period. The warranted items are shipped directly to Barrs Recreation and are installed FREE OF CHARGE by our qualified installer(s). The result is zero out-of-pocket costs to our customers on all warranted BCI Burke products. BCI Burke and Barrs Recreation's commitment to higher quality products makes this "Special Supplemental Warranty" possible.

*See BCI Burke Warranty for further details.

Barrs RECREATION

Date

Barrs Recreation Authorized Consultant

Thank you

We thank Lenoir for your consideration and the opportunity to grow our working relationship. We are confident that we have demonstrated numerous reasons for why Barrs Recreation would be an ideal choice to partner with on this project. Citing our previous project experience, extensive product and industry knowledge, quality control measures, experienced team members, certifications, and long-standing relationships. We welcome any questions during this process, please do not hesitate to reach out to Ashley Barrs for more information.

We believe that regardless of the firm selected, the new playground at Mulberry Recreation Center will bring joy and happiness to the community for many years to come.







CITY OF LENOIR

COUNCIL ACTION FORM

I. Agenda Item:

Execution of a *Master Services Agreement* with McGill Associates, P.A. for civil and site engineering services related to the Campus Improvements Project.

II. Background Information:

In March 2024, the City of Lenoir entered into a consulting services contract with Maurer Architecture for architectural design services for the Campus Improvements Project. The project includes three (3) distinct components: renovation of the Historic Old Lenoir High School Auditorium, Gymnasium, and new construction of the OVT Farmers' Market Pavilion at the former LEOS site on West Avenue. The City's design contract with Maurer Architecture includes sub-consultant engineering services related to renovation of the building elements of each project component (structural engineering and mechanical, electrical, plumbing [MEP] engineering), but does not include civil and site engineering. Given the City's longstanding relationship with McGill Associates, their direct experience with projects in the general vicinity of the Campus Improvements Project, and ability to meet the aggressive project schedule, City staff seeks to execute a *Master Services Agreement* with McGill Associates for the Campus Improvements Project. This agreement will serve as the contract for civil engineering services related to the Campus Improvements Project, and specific scopes of work and engineering costs for each project component will be further described in forthcoming *Task Orders*. Individual task orders will be executed for the auditorium/gymnasium site and the OVT Pavilion site. This process will also allow the City to track costs for each site independently. .

III. Staff Recommendation:

Staff recommends execution of a Master Services Agreement with McGill Associates, P.A. for civil engineering services related to the Campus Improvements Project (Auditorium/Gymnasium and OVT Pavilion site).

IV. Reviewed by:

City Attorney: _____

Finance Director: _____ 

Director of Special Projects and Grants:_____

Parks and Recreation Director:_____

Attachments:

- **Master Services Agreement with current fee schedule (July 2024)**
- **Notice of Exemption from Mini Brooks Act (QBS Selection)**

MASTER SERVICES AGREEMENT

This AGREEMENT made and entered into this the ____ day of_____, 2024, by and between the City of Lenoir, North Carolina, hereinafter referred to as "OWNER" and McGill Associates, P.A. with offices at 19th Street Lane NW, Hickory, North Carolina, hereinafter referred to as ENGINEER.

WHEREAS, the OWNER, has elected and desires to retain ENGINEER, a professional consulting firm, to provide services for the accomplishment of certain TASKS and PROJECTS, to be defined by subsequent Task Orders which will reference, and be supplements to, this AGREEMENT, and;

WHEREAS the OWNER may require ON-DEMAND professional consulting services from time to time on an as-needed basis, to assist with the planning, development, and implementation of City public works projects, including but not limited to surveying, engineering, public financial services, environmental and regulatory permitting and compliance, assistance with local agreements, capital improvements planning, funding and grantsmanship, economic development, construction administration, and;

WHEREAS, the ENGINEER desires to provide such professional consulting services as may be agreed to by the parties in accordance with this AGREEMENT;

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 – TYPES OF SERVICES RENDERED

1.1 SERVICES RENDERED FOR PROJECT TASK ORDERS

1.1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "B". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.

1.1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.

1.1.3 In performing services pursuant to this Agreement and any Task Order, ENGINEER shall comply with all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

1.1.4 ENGINEER's basic services and responsibilities for each Task Order are outlined herein and further defined in each Task Order. A detailed Scope of Services for each

Task Order, or for Additional Services, will be developed at the direction of the OWNER and will formally become a part of this Agreement through a Task Order executed by both parties. Each Task Order shall include payment provisions and provisions for time of completion by ENGINEER. Unless expressly stated otherwise in a given Task Order, ENGINEER shall perform those services required for each phase as outlined in Section 2 – Basic Services of this AGREEMENT.

1.2 ON-DEMAND SERVICES

1.2.1 From time to time, on an as-needed basis, for efforts with undefined or varying scope, the OWNER may request On-Demand Services be rendered by the ENGINEER. This AGREEMENT shall apply for On-Demand Services initiated by the OWNER and rendered by the ENGINEER.

1.2.2 On-Demand Services include, but are not limited to assisting the OWNER with the development and review of interlocal agreements, the development of Capital Improvements Planning (CIP) including financial modeling, funding alternatives and grantsmanship.

1.2.3 On-Demand services requested and authorized by the OWNER, that are agreed to and rendered by the ENGINEER, shall be provided on an hourly basis in accordance with the "Standard Hourly Rate and Fee Schedule" dated July 2024, attached hereto as "Exhibit A".

SECTION 2 - BASIC SERVICES

The following is a general scope of services listing for project planning, design, bidding, and construction administration. Specific scope of services may vary according to the OWNER's need as outlined in each specific Task Order.

2.1 PRELIMINARY PHASE

2.1.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to discuss the possible phasing, coordination, approvals and other preliminary matters.

2.1.2 Coordinate and conduct initial coordination meeting(s) with any other applicable parties as needed for the purpose of establishing communication lines, meet project team members and define project schedules, coordinate various plans and improvements and discuss pertinent matters related to the project.

2.1.3 Prepare a preliminary opinion of probable construction costs and a written narrative memorandum of the technical scope of the project resulting from the preliminary determinations to assure a good understanding and coordinate such information with the OWNER.

2.2 DESIGN PHASE

2.2.1 Prepare the complete bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including all design functions, surveying, and coordination for all construction sequencing of the project as determined in the Preliminary Phase.

2.2.2 Review all of the design documents as described above with the OWNER for comments and approval throughout the design process.

2.2.3 Assist the OWNER in securing approval of the final design documents from such governmental agencies as have jurisdiction over the project or any portion thereof, such as encroachment on NCDOT rights-of-way, sedimentation and erosion control plans, water and sewer system, etc.

2.2.4 Provide field surveys and legal descriptions to assist the OWNER in obtaining any right-of-way easements or encroachment agreements from public bodies, entities or persons necessary for satisfactory construction of the project.

2.2.5 ENGINEER shall coordinate the services provided by any firms conducting subsurface or structural investigations or other types of construction materials testing and analysis needed for proper design. The provision of such services including subsurface, geotechnical, special inspections and materials testing, should they be required, shall be paid for by the OWNER and contracted directly between the OWNER and the consultant providing such services.

2.2.6 Advise the OWNER of any adjustment of the project cost caused by changes in scope, design requirements or construction costs and furnish a revised opinion of probable construction cost based on the final design documents.

2.2.7 Furnish copies of the final design documents as required to accomplish the design phase.

2.3 BIDDING AND AWARDING PHASE

2.3.1 Assist the OWNER in advertising, receiving, opening and evaluating bids in accordance with the State of North Carolina General Statutes. Costs associated with project advertising and bid solicitation shall be paid for by the OWNER.

2.3.2 Consult with, and advise the OWNER as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible, bidder.

2.3.3 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

2.3.4 Schedule a preconstruction conference with the OWNER, Contractor, ENGINEER and all other applicable parties to assure discussion of all matters related to the project.

2.4 CONSTRUCTION PHASE

2.4.1 Provide periodic on-site observation and construction administration in accordance with the ENGINEERs modified EJCDC general conditions to assistance in the discernment of the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents, and established schedules. During such visits and on the basis of on-site observations as experienced and qualified design professionals, keep the OWNER informed of the progress of the work, endeavor to safeguard the OWNER against defects and deficiencies in the materials and workmanship of the Contractor and disapprove or reject any work failing to conform to the Contract Documents. ENGINEER shall provide on-site observation and construction administration services for the original duration of the established construction time for the contractor constructing the project. On-site observation and construction administration services rendered by the ENGINEER beyond the original duration of the established construction time for the contractor constructing the project shall be considered additional services.

2.4.2 Prepare and review Field Orders, Work Change Directives, and Change Orders as required. The provision of special inspections or other materials testing of the work if necessary shall be in accordance with section 2.2.5 of this agreement.

2.4.3 Review shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which the Contractor is required to submit. Review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents.

2.4.4 Based on periodic on-site field observations as an experienced and qualified design professional and on review of the Contractor applications for payment and supporting data, determine the amount owing to the Contractor and recommend to the OWNER payment to the Contractor in such amounts; based on such observations and review, that the work has progressed to the point indicated and that to the best of ENGINEER's knowledge, information and belief the quality of the work is in accordance with the Contract Documents.

2.4.5 Conduct a final review of the project with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if Contractor has fulfilled all obligations thereunder so that the ENGINEER may approve to the OWNER final payment to Contractor.

2.5 POST-CONSTRUCTION PHASE

2.5.1 Prepare for the OWNER a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished. The provision of surveyed as-builts will be considered additional services.

2.5.2 Provide or make available all project files and information to effect project close-out.

2.5.3 Assist the OWNER in assuring that the warranty period for the construction work is complied with.

SECTION 3 - ADDITIONAL SERVICES

If authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which are not considered Basic Services under this Agreement.

3.1 Additional services resulting from significant changes in general scope of a Project or Task Order, its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction including provision of on-site observation and construction administration services rendered by the ENGINEER beyond the original duration of the established construction time for the contractor constructing the project

3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.

3.3 Preparing documents for alternate bids requested by the OWNER for work which is not executed or documents for out-of-sequence work other than agreed upon in the Preliminary Phase.

3.4 Services in connection with change orders to reflect changes requested by the OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

3.5 Additional or extended services during construction made necessary by prolongation of the construction contract or default by the Contractor under any prime construction contract if such construction contract is delayed beyond the original completion date.

3.6 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.

3.7 Additional services in connection with the Project, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.

3.8 Assistance with property acquisition, easements or right-of-ways and preparation of easement map(s) not specifically included in the Task Order scope.

3.9 Provision of G.I.S. or surveying services for As-Builts.

3.10 Provision of Special Inspections, geotechnical or subsurface investigations, and construction materials testing during design and construction phases.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

4.1 Provide full information as to his requirements for the Project.

4.2 Assist the ENGINEER by placing at his disposal all available information pertinent to the Project including previous documents and any other data relative to evaluation, design and construction of the Project.

4.3 Furnish the ENGINEER any existing data and information for property boundary, easement, right-of-way, operating information, previous construction plans, topographic and utility surveys; zoning and deed restriction; all of which the ENGINEER may rely upon in performing his services under this Agreement.

4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement.

4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

4.6 Pay for all costs incidental to conducting subsurface or structural investigations or other types of construction materials testing and analysis needed for proper design and construction of the project. The provision of such services including subsurface, geotechnical, special inspections and materials testing, should they be required, shall be paid for by the OWNER and contracted directly between the OWNER and the consultant providing such services. OWNER shall pay all costs associated with advertising, soliciting bids or proposals from Contractors.

4.7 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

4.8 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.

4.9 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any deficiency in design or defect in the Project.

4.10 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Section 2.2.3 of this Agreement.

4.11 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.

4.12 Bear all costs incident to compliance with the requirements of this Section 4.

SECTION 5 – GENERAL CONDITIONS

5.1 SCOPE OF SERVICES

ENGINEER shall render professional consulting services to the OWNER as set forth in this AGREEMENT and specific to each of the individual Task Orders or as may be required by the OWNER from time to time in the provision of On-Demand Services.

5.2 STANDARD OF CARE

ENGINEER will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time, place and condition these services are rendered.

5.3 AUTHORIZATION TO PROCEED

Execution of this Agreement will be considered authorization for ENGINEER to proceed with any ON-DEMAND Services that may be required and initiated by the OWNER. The execution by the OWNER of each Task Order will be considered authorization to proceed only for the scope of work specific to that individual Task Order.

5.4 CHANGES IN SCOPE

The OWNER may request changes in the Scope of Services provided in Task Orders. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to the associated Task Order.

5.5 COMPENSATION

5.5.1 The OWNER shall pay the compensation to ENGINEER for services rendered as set forth in each of the Task Orders initiated by the OWNER. The OWNER shall compensate ENGINEER for ON-DEMAND services initiated by the OWNER and rendered by ENGINEER, on an hourly plus expenses basis in accordance with the ENGINEER's "Standard Fee Schedule" dated July 2024, attached hereto as "Exhibit A". This Basic Fee Schedule shall be valid for a period of one (1) year starting upon the date of the OWNER's execution of this agreement.

5.5.2 ENGINEER shall submit invoices to the OWNER monthly for work accomplished under this agreement and the OWNER agrees to make full payment to ENGINEER within thirty (30) days of receipt of the invoices. OWNER further agrees to pay interest on all accounts invoiced and not paid within said thirty (30) days at a rate of 1-1/2 percent per month (18 percent per annum), until paid unless OWNER disagrees in writing to the invoice within said thirty (30) days. It is also mutually agreed that should the OWNER fail to make prompt payments as described herein, ENGINEER reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

5.6 PERSONNEL

ENGINEER represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement except those noted as additional services or beyond the scope of this AGREEMENT and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, ENGINEER may do so at their discretion.

5.7 OPINIONS OF PROBABLE CONSTRUCTION COST

Any cost estimates provided by ENGINEER shall be considered opinions of probable costs. These along with project economic evaluations provided by ENGINEER will be on a basis of experience and judgment, but, since ENGINEER has no control over market conditions or bidding procedures, ENGINEER cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

5.8 TERMINATION

This Agreement may be terminated by OWNER upon 15 days written notice for any reason or no reason at all. This Agreement may also be terminated by either party if the other party fails substantially to perform through no fault of the non-defaulting party and does not commence correction of such non-performance within five (5) working days of written notice to do so and diligently complete the correction thereafter. On termination, ENGINEER will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

5.9 LIMITATION OF PROFESSIONAL LIABILITY

ENGINEER'S liability (including the liability of ENGINEER'S directors, officers, employees and subcontractors) for OWNER's damages resulting from professional negligence, errors and omissions will, in aggregate, not exceed the total fees paid by the OWNER for the Scope of Services referenced herein or $100,000.00, whichever is greater. This provision takes precedence over any conflicting provision of this Agreement, Task Orders or any documents incorporated into it or referenced by it. At additional cost, OWNER may obtain a higher limit prior to commencement of services.

5.10 ASSIGNABILITY

This agreement shall not be assigned or otherwise transferred by either ENGINEER or the OWNER without the prior written consent of the other party.

5.11 SEVERABILITY

The provisions of this Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

5.12 OWNERSHIP OF DOCUMENTS

The intellectual property contained in documents, calculations, drawings, maps and other items generated during the performance of services by the ENGINEER shall remain the property of ENGINEER. The foregoing notwithstanding, ENGINEEER grants OWNER a non-revocable license to use the deliverables in any manner its sees fit in connection with the intended Project. Use beyond the intended Project is prohibited. ENGINEER shall assume no liability for inappropriate use of the deliverables.

5.13 EXCUSABLE DELAY

If performance of service is affected by causes beyond ENGINEER control, project schedule and compensation shall be equitably adjusted.

5.14 INDEMNIFICATION

OWNER and ENGINEER agree to indemnify, defend and hold each other harmless from any and all claims, and costs brought against either party which arises in whole or in part out of the failure by the other party to promptly and completely perform its obligations under this agreement, and as assigned in each of the Task Orders or services rendered as On-Demand. Information supplied by the OWNER shall be deemed reliable by ENGINEER in performing its duties.

5.15 INSURANCE

ENGINEER shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations. Evidence of such insurance shall be delivered to the OWNER on or before the commencement of work. OWNER shall be given written notice at least thirty (30) days in advance of any termination of any insurance coverage.

A. AUTOMOBILE LIABILITY

Bodily injury and property damage liability insurance covering all owned, non-owned, and hired automobiles for limits for bodily injury of not less than $1,000,000 per person and $2,000,000 per accident, and property damage limits of not less than $1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

B. COMMERCIAL GENERAL LIABILITY

Bodily injury and property damage liability shall protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER's behalf. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/$2,000,000 aggregate and $1,000,000 property damage each occurrence/$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and

contractual liability in an amount not less than $1,000,000 each occurrence / $2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

C. PROFESSIONAL LIABILITY

Insuring against professional negligence/ errors and omissions on an occurrence basis with policy limits of $2,000,000 per claim/$2,000,000 annual aggregate.

D. WORKERS' COMPENSATION

Worker's Compensation insurance meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - $500,000 per accident limit, $500,000 disease per policy limit, $500,000 disease each employee limit.

5.16 CHOICE OF LAW

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

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR SERVICES RENDERED

6.1.1 TASK ORDERS: The OWNER will pay the ENGINEER for services rendered as outlined in each Task Order.

6.1.2 ON-DEMAND SERVICES: Due to the limited scope and short duration of need, the OWNER will pay the ENGINEER for services rendered for OWNER authorized On-Demand services an amount based on actual time, materials spent plus expenses incurred by principals, employees and agents of the ENGINEER in accordance with Exhibit “A” – Standard Hourly Rate and Fee Schedule.

6.1.3 ENGINEER will invoice separately for each Task Order and OWNER authorized On-Demand services, should there be any. Each On-Demand services invoice will include an itemization of ENGINEER’s staff type, hours expended, and expenses incurred.

6.2 PAYMENT FOR ADDITIONAL SERVICES

6.2.1 Should the OWNER initiate additional services beyond those included in an individual Task Order, the OWNER agrees to pay the ENGINEER for those Additional Services rendered an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Task Order in accordance with Exhibit “A” – Standard Hourly Rate and Fee Schedule, should any of these Additional Services be requested by the OWNER.

SECTION 7 – ENTIRE AGREEMENT

7.1 This Agreement and subsequent Task Orders constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented or modified by a duly executed written instrument.

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

McGILL ASSOCIATES, P.A.

By:_____
Douglas Chapman, PE
Hickory Office Manager

(SEAL)

CITY OF LENOIR

By:_____

ATTEST: _____
Shirley Cannon
City Clerk

Scott Hildebran
City Manager

This instrument has been preaudited in the manner required by GS 18B702

_____
Donna Bean
Finance Director

EXHIBIT A
STANDARD RATE AND FEE SCHEDULE

STANDARD HOURLY RATE AND FEE SCHEDULE

July 2024

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	$315			
Principal – Regional Manager – Director	$260	$270	$295	$310
Practice Area Lead	$230	$255	$285	$295
Senior Project Manager	$230	$250	$275	$285
Senior Engineer	$230	$250	$275	$285
Project Manager	$200	$220	$225	$230
Senior Project Engineer	$200	$220	$225	$230
Project Engineer	$165	$175	$185	$195
Engineering Associate	$140	$145	$150	$155
Planner- Consultant – Designer	$145	$160	$185	$200
Engineering Technician	$125	$140	$150	$160
CAD Operator – GIS Analyst	$105	$115	$125	$135
Construction Services Manager	$165	$175	$185	$210
Construction Administrator	$135	$150	$160	$170
Financial Services Manager	$150	$160	$170	$180
Grant Administrator	$130	$150	$160	$170
Construction Field Representative	$110	$120	$130	$145
Environmental Specialist	$110	$120	$125	$130
Administrative Assistant	$90	$95	$105	$120
Survey Party Chief	$105	$120	$135	$155
Survey Field Technician	$90	$95	$100	$105

EXPENSES

a. Mileage - $0.70/mile
b. Flow Monitoring Equipment: Pressure Flow Meter- $400/wk.; Gravity Flow Meter - $1,000/deployment
c. Robotics/GPS Equipment: $30/hr.
d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus fifteen (15) percent.

EXHIBIT B

TASK ORDER NO. __

This **TASK ORDER NO. __** dated the _____, day of _____ 20___, is a supplement to the **MASTER SERVICES AGREEMENT** between the City of Lenoir, North Carolina, dated _____, hereinafter referred to as OWNER and McGill Associates, P.A., hereinafter referred to as "ENGINEER". The purpose of this Task Order is to authorize the ENGINEER to provide services for the "PROJECT" entitled: _____.

SECTION 1 - PROJECT DESCRIPTION:

The project can generally be described as:

SECTION 2 - SCOPE OF SERVICES:

The Engineer shall provide all professional services (the "Services") for the Project including, performance of the following:

SECTION 3 – COMPENSATION

The Owner shall pay the Engineer for services outlined in Task Order No. __ the following Not to Exceed and/or Lump Sum amounts:

SECTION 4 - MISCELLANEOUS

Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

SECTION 5 – AUTHORIZATION TO PROCEED

IN WITNESS WHEREOF, and as AUTHORIZATION TO PROCEED the parties execute below this Task Order No. __ in duplicate originals:

EXECUTED this _____day of _____, 20___.

McGill Associates, P.A.

_____
Douglas Chapman, PE
Hickory Office Manager

City of Lenoir

By: _____
Scott Hildebran
City Manager

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

By: _____
Donna Bean
Finance Director

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September 11, 2024

Mr. Doug Chapman, PE, Principal
McGill Associates
1240 19th Street Lane NW
Hickory, North Carolina 28601

RE: Notice of Exemption from Qualification-Based Selection
Campus Improvements Project
City of Lenoir, North Carolina

Dear Mr. Chapman:

The City of Lenoir (City) is currently in the schematic design phase for its *Campus Improvements Project*, a historic facility renovation and adaptive reuse project anchoring the western side of the downtown district. The project is comprised of three (3) main components: renovation of the Historic Old Lenoir High School Gymnasium, Auditorium, and new construction of an open-air pavilion on an adjacent parcel that will serve as a multi-purpose event space. The pavilion site also includes an existing, free-standing building that will be renovated to accommodate a welcome center, restrooms, and additional indoor flexible-use space.

The City has contracted with Maurer Architecture (Raleigh, North Carolina) and J.M. Cope, Inc. (Hickory, North Carolina) to perform architectural design and construction management services for this multi-disciplinary project. Our contract with Maurer Architecture also includes design services from supporting sub-consultants including structural and MEP engineering, however civil/site engineering is not included in this contract.

Given the City's longstanding relationship with McGill Associates (McGill), your firm's past work in the project vicinity (West Avenue Culvert Replacement, 2014-2016, Bost Lumber/ARC Sewer Replacement, 2015-2017, related assistance with nearby stormwater infrastructure inspections), and our anticipation that civil/site engineering fees for the Campus Improvements Project will not exceed $50,000.00 (per *General Statute 143-64.32*), we hereby offer this formal notification of exemption from a qualification-based selection process and wish to enter contract negotiations for civil/site engineering directly with McGill.

The City has assembled a remarkable team to design and manage this transformational project, and we look forward to McGill's contribution to this team of consultants, managers, and other project stakeholders. Please do not hesitate to contact me with any questions or concerns.

Sincerely,
CITY OF LENOIR

Jared Wright
Director of Special Projects and Grants
City of Lenoir

cc: Mr. Scott Hildebran, City Manager, City of Lenoir
Mr. Ethan Page, RA, Partner/Architect, Maurer Architecture
Mr. Chad Webb, Vice President, J.M. Cope, Inc.

City of Lenoir Police

Council Action Form

I. Agenda Item:

This agenda item calls for the Council to approve the purchase of (43) Kenwood VM 5930 Mobile (In-car) radios from the approved vendor High Country Communications. These radios were not factored into the 2024-2025 budget due to not being informed of the upcoming compliance deadline of July 1, 2025 until after the budget was completed.

II. Background Information:

In October 2024, the Lenoir Police Department was made aware by Caldwell County Emergency Management of an upcoming NC Viper radio compliance deadline on July 1, 2025. As of July 2025, NC Viper will change their operational capabilities to exclude any radio that is not P25 Phase 2 compliant. For the Lenoir Police Department to continue communication capabilities, this updated equipment must be purchased and installed before this date. A comparison was conducted on all P25 Phase 2 compliant radios listed for NC. The Kenwood VM5930 offers the most advantageous pricing, compatibility, and operational value. Funding for the purchase will come from lapsed salaries due to staffing changes and open positions as well as utilizing federal forfeiture funds to purchase budgeted capital items.

III. Staff Recommendation:

Lenoir Police Department staff recommend purchasing the Kenwood VM5930 at its promotional price of $135,622.00 utilizing funding from lapsed salaries due to staffing changes and open positions as well as utilizing federal forfeiture funds to purchase budgeted capital items.. This unit is already in use within newly purchased patrol vehicles, therefore ensuring seamless integration, operational consistency, and significant cost savings compared to competing models. This purchase will ensure compliance with P25 Phase 2 Viper Radio requirements by the recognized deadline of July 1, 2025.

IV. Reviewed by:

City Attorney:_____ Date:_____

City Manager:_____ Date:_____

Police Chief:_____ Date: 12/31/2024

Rev: 4/15/2019

CITY OF LENOIR POLICE

1035 West Avenue NW
Lenoir, NC 28645
828-757-2100

Brent Phelps
Chief

Scott Hildebran
City Manager

Subject: P25 Phase 2 Viper Radio Compliance (In-Car)
Date: 12/10/2024
Prepared For: Finance Director Donna Bean
Prepared By: Major Andy Wilson

Purpose
This proposal recommends purchasing the **Kenwood VM5930**, currently available at the NC Viper promotional price of **$135,622.00** until December 27, 2024. The VM5930 is identical to units previously purchased in the past two-year time period during the newly acquired patrol vehicle upfitting process. This unit is already in use, ensuring seamless integration, operational consistency, and significant cost savings compared to competing models.

Summary
The Kenwood VM5930 offers the most advantageous combination of pricing, compatibility, and operational value. With a promotional price significantly lower than other approved units on the NC Vendor Radios for use in North Carolina VIPER Radio System, it maintains system uniformity, officer familiarity, and ease of integration into current operational responsibilities.

Cost Comparison

Unit Model	Price	Savings Compared to VM5930
Kenwood VM5930 (Promo)	$135,622.00	**N/A**
Kenwood VM9530 (Standard)	$178,493.00	**$42,871.00** (24%)
BK-KNG-M800R	$153,397.28	**$17,775.28** (12%)
TAIT TM9400K5DA-T	$156,992.31	**$21,370.31** (14%)
Motorola Solutions	$232,225.73	**$96,603.73** (42%)

Key Advantages of the Kenwood VM5930

1. **Seamless Integration**
   - The VM5930 is identical to existing units, ensuring full compatibility with our current communication network therefore simplifying deployment.
   - Eliminates the need for additional training or system familiarization
2. **Promotional Pricing**
   - The NC Viper promotion offers a **24% savings** compared to the VM9530's standard price and **up to 42% savings** over alternative units
3. **Operational Efficiency**
   - Uniform equipment ensures consistent performance, simplified troubleshooting, and officer familiarity which aids in reducing officer safety related issues.

Conclusion and Recommendation

Purchasing the **Kenwood VM5930** at its promotional price of **$135,622.00** is the most cost-effective and operationally efficient choice. This decision ensures alignment with existing infrastructure while capitalizing on current program savings.

It is the recommendation of the Lenoir Police Department to purchase the Kenwood VM5930 mobile radio to ensure compliance with P25 Phase 2 Viper Radio requirements by the recognized deadline of July 1,2025.

HIGH COUNTRY COMMUNICATIONS
Professional Two-Way Radio

Proposal # 13352 **Date** 12/4/2024

KENWOOD VIKING NEXEDGE™ tait communications P25 DMR

Respectfully submitted to:

Lenoir Police Department
Attn:Lt: John Howard
1035 West Avenue
Lenoir, NC 28645

Communications Professional Bob Johnston

2139 Linville Falls Hwy
Linville, NC 28646
828-733-1822
www.hccinc.net
chris@hccinc.net

Contact Name Lt. J. Howard

Terms Net 15

Phone Number 828-312-4851

Purchase Order #

Qty	Item	Description	Unit Cost	Total
		NC VIPER promotion pricing Includes FIVE (5) year warranty Order MUST be placed before December 27, 2024		
43	VM5930 (BSH-25-SP15WM...	Radio, Mobile, Basic control head, Day/Night display, 700/800 MHz Band, Remote mount with microphone, P25 Protocol, Conventional / Digital / P25 Phase 1 & Phase 2 trunking, 1024 Channels/Talkgroups, Multi-key DES-OFB & AES FIPS certified encryption, ARC4-ADP encryption, TrueVoice® noise cancellation, 25' remote cable, with 15 watt rugged external speaker, ignition sense cable, 3 year warranty on radio	2,825.00	121,475.00T
43	2990600013	Warranty, extended, 2 year (total of five years), portable/mobile, Viking TK/NX/P25 series only	189.00	8,127.00T
43	NMO58UNC	Mount, mobile, 3/4", coaxial, all brass construction, 17' RG58U, no connector	22.00	946.00T
43	WMLPV700	Antenna, mobile, 800, 3 dBi gain, 760-870 MHz, 150 watts, low profile, white	49.00	2,107.00T
43	PRG-P25C	Radio programming, radio, P25 clone, or for each additional radio	69.00	2,967.00T
		SHIPPING TO BE DETERMINED AND IS NOT INCLUDED IN THIS PROPOSAL		

PRICING IS GOOD FOR 90 DAYS FROM DATE OF PROPOSAL

Subtotal $135,622.00

Please sign and email to towers@hccinc.net. This proposal has been reviewed and approved for presentation. Any alteration of original document renders it null and void.

NC Sales Tax (6.75%) $9,154.49

Total $144,776.49

Signature_____ Date_____ PO#_____

HIGH COUNTRY COMMUNICATIONS
Professional Two-Way Radio

Proposal # 13353 **Date** 12/4/2024

KENWOOD VIKING

P25 NEXEDGE™

tait communications

DMR

Respectfully submitted to:

Lenoir Police Department
Attn:Lt: John Howard
1035 West Avenue
Lenoir, NC 28645

Communications Professional Bob Johnston

2139 Linville Falls Hwy
Linville, NC 28646
828-733-1822
www.hccinc.net
chris@hccinc.net

Contact Name Lt. J. Howard

Terms Net 15

Phone Number 828-312-4851

Purchase Order #

Qty	Item	Description	Unit Cost	Total
		NC VIPER 725-G contract pricing Includes FIVE (5) year warranty		
43	VM5930 (BSH-25-SP15WM...	Radio, Mobile, Basic control head, Day/Night display, 700/800 MHz Band, Remote mount with microphone, P25 Protocol, Conventional / Digital / P25 Phase 1 & Phase 2 trunking, 1024 Channels/Talkgroups, Multi-key DES-OFB & AES FIPS certified encryption, ARC4-ADP encryption, TrueVoice® noise cancellation, 25' remote cable, with 15 watt rugged external speaker, ignition sense cable, 3 year warranty on radio	3,810.00	163,830.00T
43	2990600013	Warranty, extended, 2 year (total of five years), portable/mobile, Viking TK/NX/P25 series only	189.00	8,127.00T
43	NMO58UNC	Mount, mobile, 3/4", coaxial, all brass construction, 17' RG58U, no connector	22.00	946.00T
43	RFN1005-3C	Connector, RF, N-male, RG58, crimp	12.00	516.00T
43	WMLPV700	Antenna, mobile, 800, 3 dBi gain, 760-870 MHz, 150 watts, low profile, white	49.00	2,107.00T
43	PRG-P25C	Radio programming, radio, P25 clone, or for each additional radio	69.00	2,967.00T
		SHIPPING TO BE DETERMINED AND IS NOT INCLUDED IN THIS PROPOSAL		

PRICING IS GOOD FOR 90 DAYS FROM DATE OF PROPOSAL

Subtotal $178,493.00

Please sign and email to towers@hccinc.net. This proposal has been reviewed and approved for presentation. Any alteration of original document renders it null and void.

NC Sales Tax (6.75%) $12,048.28

Total $190,541.28

Signature_____ Date_____ PO#_____

BK - KNG

Bryant Enterprises LLC — SALES QUOTATION

25 Chatuge Shores Circle
Hayesville, NC 28904
828-389-5000 info@myradiodealer.com

QUOTE NUMBER: Howard Lenoir Police 120524

TO: Lieutenant John Howard
Logistics/ Professional Standards
Lenoir Police Department
1035 West Avenue
Lenoir, NC 28645
828-312-4851
jhoward@CI.LENOIR.NC.US



Thank you for your inquiry.
Due to Flunctuations in the LMR Industry, Pricing is Guaranteed for 10 Business Days from the Date of this Quotation.
We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	MSRP	NC State Contract Discount	UNIT PRICE	Extended Total
		Mobile Configuration				
1	42	KNG-M800R Mobile, Remote Mount, P25, Digital/Analog, 763-870 MHz, 5000 channels, 30/35W, Integrated GPS, includes dual remote port	$2,884.00	34.00%	$1,903.44	$79,944.48
2	42	Factory Install, P25 9600 Baud Trunking, KNG Series Mobiles & Base Stations	$223.00	34.00%	$147.18	$6,181.56
3	42	Factory Install DES / AES Encryption, KNG-M & KNG-B series	$331.00	34.00%	$218.46	$9,175.32
4	42	Factory Install, Vote Scan	$104.00	34.00%	$68.64	$2,882.88
5	42	Factory Install, TDMA KNG mobile.	$501.00	34.00%	$330.66	$13,887.72
6	42	Factory Install, Radio Authentication	$144.00	34.00%	$95.04	$3,991.68
7	42	Extend warranty 36 months., KNG Series	$279.00	0.00%	$279.00	$11,718.00
8	42	Cable Assembly, Remote Mount 17 ft KNG-MxxxR & KNG-Mxxx.	$154.00	34.00%	$101.64	$4,268.88
9	42	Aux. / Speaker Cable Assembly	$55.48	34.00%	$36.62	$1,537.91
10	42	Antenna, OMNI, NMO,763-870mhz KNG-M, (Reuse Existing Mount)	$121.00	34.00%	$79.86	$3,354.12
11	42	Speaker, External, 20W, 4 Ohm, w/mounting bracket, KNG-M	$125.00	34.00%	$82.50	$3,465.00
12	42	Standard Handheld Microphone KNG-M & KNG-B with Straight connector	$273.98	34.00%	$180.83	$7,594.73
		Equipment Subtotals (Mobiles)	$5,195.46		$3,523.86	$148,002.27
		Programming Equipment and Supplies				
13	1	Advanced Security Key (ASK) Child Key, Flash Drive (system key form required)	$43.26	34.00%	$28.55	$28.55
14	1	Bundle, Master Key (system key form required)	$48.93	34.00%	$32.29	$32.29
15	1	Software, Radio Editor, BKR0733, current version. x.x.xx, USB Drive,	$173.00	34.00%	$114.18	$114.18
16	1	KNG Programming Cable USB	$128.75	34.00%	$84.98	$84.98
		Equipment Subtotals (Programming Equipment and Supplies)	$393.94		$260.00	$260.00
		Base Station Radio				
17	1	KNG-B800 Base, Station, Digital 763-870 MHz, 5000 Channels, 30/35 Watts, Integrated GPS.	$5,208.71	34.00%	$3,437.75	$3,437.75
18	1	Factory Install, P25 9600 Baud Trunking, KNG Series Mobiles & Base	$223.00	34.00%	$147.18	$147.18
19	1	Factory Install DES / AES Encryption, KNG-M & KNG-B series	$331.00	34.00%	$218.46	$218.46
20	1	Factory Install, Vote Scan	$104.00	34.00%	$68.64	$68.64
21	1	Factory Install, TDMA KNG mobile.	$501.00	34.00%	$330.66	$330.66
22	1	Factory Install, Radio Authentication	$144.00	34.00%	$95.04	$95.04
23	1	Extend warranty 36 months., KNG Series	$279.00	0.00%	$184.14	$184.14
24	1	Microphone, Desktop, KNG-BXXX	$293.55	34.00%	$193.74	$193.74
25	1	Power Supply, Desktop, 12Vdc, 30A-dc, 110-AC, ICT12-30	$696.05	34.00%	$459.39	$459.39
		Equipment Subtotals (Base Station Radio)	$7,780.31		$5,135.00	$5,135.00
		Equipment Totals all Equipment				**$153,397.28**
		Estimated Shipping (UPS Ground Insured)				Actual Billed on Invoice
		Sales Tax				Actual Billed on Invoice
		Programming from Customer Supplied Codeplug is Additional				TBD
		PO Due at Order/Invoice NET 10. Payment Due Before Shipment. Shipping and Sales Tax added to the invoice.				
		Note: Custom Programming and Remote Training is $150 per hour				TBD
		TOTAL (Credit Card Payment Fees Apply if Applicable)				**$153,397.28**

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.

PER Tom Power — 12/5/24

Customer Signature Acceptance — DATE

HIGH COUNTRY COMMUNICATIONS
Professional Two-Way Radio

Proposal # 13354 **Date** 12/4/2024

KENWOOD
VIKING
P25
NEXEDGE™
tait communications
DMR

Respectfully submitted to:

Lenoir Police Department
Attn:Lt: John Howard
1035 West Avenue
Lenoir, NC 28645

Tait

Communications Professional Bob Johnston

2139 Linville Falls Hwy
Linville, NC 28646
828-733-1822
www.hccinc.net
chris@hccinc.net

Contact Name Lt. J. Howard

Terms Net 15

Phone Number 828-312-4851

Purchase Order #

Qty	Item	Description	Unit Cost	Total
		Includes FIVE (5) year warranty		
43	TM9400K5DA-T	Radio, mobile, 762-870 MHz, P25, 35 watts, radio transceiver only, M-UHF termination, 35 watts	1,000.00	43,000.00T
43	T02-00065-2001	Control head, fixed, 9 key, black, TCH4	350.00	15,050.00T
43	T02-00005-AAAA	Microphone, mobile, standard, TM	84.00163	3,612.07T
43	T02-00026-2001	Kit, hardware, mounting, TM9300, U-cradle, TN state contract price	20.00047	860.02T
43	T02-00026-1004	Kit, installation, TM9300, power cable, connector, 50W, M-UHF	60.00163	2,580.07T
43	T02-00061-3001	Cable, control, single head remote, TM9300, 20', TN state contract price	95.0007	4,085.03T
43	T02-00004-0207	Speaker, remote, 15W, TM9300, 30-50W radios, rugged, IP-67 submersible, TN state contract price	109.99791	4,729.91T
43	TMAS152	Option, SFE, P25 trunking, Phase 2	1,054.99674	45,364.86T
43	TMAS153	Option, SFE, Multi-key AES/DES encryption combo	684.98488	29,454.35T
43	NMO58UNC	Mount, mobile, 3/4", coaxial, all brass construction, 17' RG58U, no connector	22.00	946.00T
43	RFU600-6	Connector, RF, mini UHF, male, Crimp, RG58	6.00	258.00T
43	WMLPV700	Antenna, mobile, 800, 3 dBi gain, 760-870 MHz, 150 watts, low profile, white	49.00	2,107.00T
43	SRVADV-P25-TWW-3	Warranty, extended, 3 year (total of five years), Service Advantage, TM9400 / TP9800	115.00	4,945.00T
		SHIPPING TO BE DETERMINED AND IS NOT INCLUDED IN THIS PROPOSAL		

PRICING IS GOOD FOR 90 DAYS FROM DATE OF PROPOSAL

Subtotal $156,992.31

Please sign and email to towers@hccinc.net. This proposal has been reviewed and approved for presentation. Any alteration of original document renders it null and void.

NC Sales Tax (6.75%) $10,596.98

Total $167,589.29

Signature_____ Date_____ PO#_____

MOTOROLA SOLUTIONS

QUOTE-2908869
Lenoir PD APX 4500's

Billing Address:
LENOIR POLICE DEPT
1035 W AVE NW
LENOIR, NC 28645
US

Quote Date:11/22/2024
Expiration Date:01/21/2025
Quote Created By:
Stori McIntyre
storimcintyre@callmc.com

End Customer:
LENOIR POLICE DEPT
John Howard
jhoward@ci.lenoir.nc.us

Contract: 19144 - 725G NORTH CAROLINA, STATE OF (NON-ARIBA BASED POS)

DRAFT

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	42	$2,117.44	$1,545.73	$64,920.66
1a	GA00318AC	ENH: 5 YEAR ESSENTIAL SVC	42	$360.00	$360.00	$15,120.00
1b	G831AD	ADD: SPKR 15W WATER RESISTANT	42	$66.00	$48.18	$2,023.56
1c	GA00580AA	ADD: TDMA OPERATION	42	$495.00	$361.35	$15,176.70
1d	G67DQ	ADD: REMOTE MOUNT O2 APXM	42	$327.00	$238.71	$10,025.82
1e	QA02812AE	ADD: P25 9600 TRUNKING W/ INTEROPERABILITY	42	$2,277.00	$1,662.21	$69,812.82
1f	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	42	$0.00	$0.00	$0.00
1g	G843AH	ADD: AES ENCRYPTION AND ADP	42	$523.00	$381.79	$16,035.18
1h	GA00804AA	ADD: APX O2 CH (GREY)	42	$541.00	$394.93	$16,587.06
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	42	$0.00	$0.00	$0.00
1j	W22BA	ADD: STD PALM MICROPHONE APX	42	$79.00	$57.67	$2,422.14
1k	QA09113AB	ADD: BASELINE RELEASE SW	42	$0.00	$0.00	$0.00
1l	W969BG	ENH: MULTIKEY OPERATION	42	$363.00	$264.99	$11,129.58

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-2908869
Lenoir PD APX 4500's

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1m	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	42	$47.00	$34.31	$1,441.02
	Product Services					
2	LSV00Q00202A	DEVICE PROGRAMMING	43	$49.06	$48.08	$2,067.44
3	LSV00Q00203A	DEVICE INSTALLATION	42	$588.00	$576.24	$24,202.08
	APX™ 4500 Enhanced					
4	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	1	$2,117.44	$1,545.73	$1,545.73
4a	GA00318AC	ENH: 5 YEAR ESSENTIAL SVC	1	$360.00	$360.00	$360.00
4b	W665BF	ADD: BASE STATION OP APX	1	$77.00	$56.21	$56.21
4c	G91AF	ADD: CNTRL STATION PWR SUPPLY	1	$296.00	$216.08	$216.08
4d	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1	$0.00	$0.00	$0.00
4e	G66BF	ADD: DASH MOUNT O2 APXM	1	$138.00	$100.74	$100.74
4f	GA00580AA	ADD: TDMA OPERATION	1	$495.00	$361.35	$361.35
4g	QA02812AE	ADD: P25 9600 TRUNKING W/ INTEROPERABILITY	1	$2,277.00	$1,662.21	$1,662.21
4h	G142AD	ADD: NO SPEAKER APX	1	$0.00	$0.00	$0.00
4i	G843AH	ADD: AES ENCRYPTION AND ADP	1	$523.00	$381.79	$381.79
4j	GA00804AA	ADD: APX O2 CH (GREY)	1	$541.00	$394.93	$394.93
4k	G89AC	ADD: NO RF ANTENNA NEEDED	1	$0.00	$0.00	$0.00
4l	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	$0.00	$0.00	$0.00
4m	W22BA	ADD: STD PALM MICROPHONE APX	1	$79.00	$57.67	$57.67
4n	QA09113AB	ADD: BASELINE RELEASE SW	1	$0.00	$0.00	$0.00
4o	W969BG	ENH: MULTIKEY OPERATION	1	$363.00	$264.99	$264.99
5	HLN7042A	CONTROL STATION MOUNT	1	$85.00	$62.05	$62.05

Grand Total $256,427.81(USD)

$232,225.73 w/o installation

Notes:

DRAFT

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

City of Lenoir Police

Council Action Form

I. Agenda Item:

This agenda item calls for the Council to approve the purchase of (3) Police K9s for utilization of patrol duties and responsibilities. This acquisition will be expended from the department's federal forfeiture revenue and will encompass no general fund revenue.

II. Background Information:

Due to past K9 retirements, the Lenoir Police Department's K9 program encompasses only one currently working K9. The department has sought out vendors and tested several candidates in search of working dogs that possess the characteristics and abilities that meet our needs. After a long and in-depth search, Lenoir Police staff have located (2) single-purpose, and (1) dual-purpose police K9s. The addition of (2) single-purpose K9s offers versatility in utilization to increase public engagement while still possessing criminal detection and deterrence attributes. The expansion of our current K9 program to encompass the selected K9s fits the overall needs and requirements for successful deployment within our existing program.

III. Staff Recommendation:

Lenoir Police staff recommend the purchase of (2) single purpose K9's at a cost of $15,000.00, and (1) dual purpose police K9 at a cost of $9,000.00 from vendors High Drive K-9, and Cedar Creek Kennels. Federal Asset Forfeiture funds will be utilized for this purchase.

IV. Reviewed by:

City Attorney:_____ Date:_____

City Manager:_____ Date:_____

Police Chief:_____ Date: 12/31/2024

Rev: 4/15/2019

High Drive K-9, Inc.

Honesty, Quality and Commitment

Scott Clark- Owner/K-9 Head Trainer
1710 Cannon Bottom Rd
Belton, SC 29627
Phone 954.326.4218/586.524.3238
scottclark@highdrivek-9.com | www.highdrivek-9.com

QUOTE

QUOTE # 07184
DATE: December 6, 2024

TO
Lenoir Police Department- NC
1035 West Ave NW
Lenoir, NC. 28645
Zack Poythress
828-850-7898
zpoythress@ci.lenoir.nc.us

FOR: Purchase of New Dual and Single Canines

Description	Quantity	Rate	Total
Police Service Dog suitable for Dual Purpose Patrol/Detection		$9,000.00	$9,000.00
K9 Cezar, 09/04/23, Mal, ID#941 000 028 017 914			
Police Service Dog suitable for Single Purpose Detection		$6,000.00	$6,000.00
K9 Genghis, 02/23/22, Spaniel, ID#900 233 001 257 252			
		Total Amount Due:	**$15,000.00**

Payment must be made prior to the start of an academy or training begins on a dog.

Payment Accepted: Cash, Check, EFT/ACH, Card (if CC is preferred, please be advised 2.3% will be added to the total amount due)
Make all checks payable to High Drive K-9, Inc.
Sent to: 1710 Cannon Bottom Rd. Belton, SC. 29627
If you have any questions concerning this quote, contact Kim Clark |586-524-3238 | admin@highdrivek-9.com
Scott Clark | scottclark@highdrivek-9.com

THANK YOU FOR YOUR BUSINESS!

Cedar Creek Kennels LLC
2186 106TH ST
MONMOUTH, IL 61462-9142 United States
(309) 734-6528

Invoice #000169

Issue date
Dec 6, 2024

Single Purpose Canine

Customer
Lenoir Police Department
zpoythress@ci.lenoir.nc.us

Invoice Details
PDF created December 10, 2024
$9,000.00

Payment
Due December 6, 2024
$9,000.00

Items	Quantity	Price	Amount
Single Purpose Canine	1	$9,000.00	$9,000.00
Subtotal			$9,000.00

Total Due $9,000.00

Pay online

To pay your invoice go to https://squareup.com/u/aTpu1UsO
Or open the camera on your mobile device and place the QR code in the camera's view.

CITY OF LENOIR
COUNCIL ACTION FORM

I. **Agenda Item:** Consideration of an addition to the policy in the Personnel Resolution, Employee Handbook and a resolution that prohibits the viewing of pornography on government networks and devises.

II. **Background Information:** The State Legislature approved House Bill 971/North Carolina General Statute §143- 805 which requires all public agencies to adopt a policy that prohibits the viewing of pornography on government networks and devices. The law became effective on October 1, 2024 and all public agencies are required to adopt a policy no later than January 1, 2025. House Bill 971/North Carolina General Statute §143-805 requires all public agencies to adopt a policy governing the use of its network and devices owned, leased, maintained, or otherwise controlled by the municipality. In accordance with House Bill 971, the policy guidance states:

- The City of Lenoir. Prohibits the viewing of pornography by its employees, its elected officials or City appointees on the City's network or devices owned, leased, maintained, or otherwise controlled by the City.

The following rules/regulations are effective immediately:

- No employees of the City of Lenoir, its elected officials, or City appointees shall view pornography on any computer network owned, leased, maintained, or otherwise controlled by the City, whether on a City owned and maintained device, or a privately owned or controlled device while using the City's network for internet access.
- No employee, elected official, or appointee of the City shall view pornography on a device owned, leased, or maintained or otherwise controlled by the City on any network.
- Each year, and no later than August 1st, an assigned individual with the City shall report information required in NCGS §143-805 to the State Chief Information Officer.
- This policy shall not apply to City employees or officials investigating or prosecuting crimes, law enforcement training, or performing actions related to other law enforcement purposes; identifying potential security or cyber security threats, protecting human life, establishing, testing, and maintaining firewalls, protocols, and otherwise implementation of this policy; or other exceptions as specifically set forth in NCGS §143-805(d).
- The terms used herein shall be defined as set forth in NCGS § 143-805(9).
- Any employee, elected official, or appointee of the City who has saved pornography to a device owned, leased, maintained or otherwise controlled by the City shall remove, delete or uninstall the pornography immediately.
- Any employee of the City who violates any provision of this policy shall be subject to disciplinary action under the City's personnel policy, up to and including termination.

III. **Staff Recommendation:** Approve the addition to the policy in the Personnel Resolution and Employee Handbook and a resolution that prohibits the viewing of pornography on government networks and devises.

IV. **Reviewed by:**

Finance Director: *Donna Bean*

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LENOIR PROHIBITING VIEWING OF PORNOGRAPHY ON CITY NETWORKS AND DEVICES

WHEREAS House Bill 971/North Carolina General Statute§ 143-805 requires all public agencies to adopt a policy governing the use of its network and devices owned, leased, maintained, or otherwise controlled by the City of Lenoir; and

WHEREAS, the City of Lenoir prohibits the viewing of pornography by its employees on the City's network or devices owned, leased, maintained, or otherwise controlled by the City.

NOW THEREFORE BE IT RESOLVED that the following policies shall apply in City of Lenoir:

- No employees of the City of Lenoir, its elected officials, or City appointees shall view pornography on any computer network owned, leased, maintained, or otherwise controlled by the City, whether on a City owned and maintained device, or a privately owned or controlled device while using the City's network for internet access.
- No employee, elected official, or appointee of the City shall view pornography on a device owned, leased, or maintained or otherwise controlled by the City on any network.
- Each year, and no later than August 1st, an assigned individual with the City shall report information required in NCGS §143-805 to the State Chief Information Officer.
- This policy shall not apply to City employees or officials investigating or prosecuting crimes, law enforcement training, or performing actions related to other law enforcement purposes; identifying potential security or cyber security threats, protecting human life, establishing, testing, and maintaining firewalls, protocols, and otherwise implementation of this policy; or other exceptions as specifically set forth in NCGS § 143-805(d}.
- The terms used herein shall be defined as set forth in NCGS §143-805(g}.
- Any employee, elected official, or appointee of the City who has saved pornography to a device owned, leased, maintained or otherwise controlled by the City shall remove, delete or uninstall the pornography no later than January 1, 2025.
- Any employee of the City who violates any provision of this policy shall be subject to disciplinary action under the City's personnel policy up to and including termination.

NOW THEREFORE BE IT FURTHER RESOLVED that the following resolution that prohibits the viewing of pornography on government networks and devises be adopted.

Adopted this the 7th day of January, 2025

_____Mayor

ATTEST:

_____ City Clerk

Addition of the policy in Pages 28-30 in the Personnel Resolution and pages 35-37 in the Employee Handbook

Prohibiting Viewing of Pornography on City Networks and Electronic Communication and Devices

The City maintains electronic communications systems and devices to assist employees while conducting business for the City.

Employee access to the City's electronic resources and devices imposes certain responsibilities and obligations on employees and as such, access is granted subject to relevant City policies and local, State, and Federal laws. These guidelines and obligations apply to all City of Lenoir employees, elected officials, and appointees.

Electronic Communication Systems – are systems owned, operated, or leased by the City. They include, but are not limited to, telephones, cellular phone lines, MiFi's, voicemail, email, and Internet access.

Device – A device is a cellular phone, desktop computer workstation, laptop, tablet, MiFi, or other electronic equipment used for communication that is capable of connecting to a network or the internet.

Material – Pictures, drawings, video recordings, films or other visual depictions or representations. Effective January 7th, 2025, the definition of 'material' will be revised to also include "digital or computer-generated visual depictions or representations created, adapted, or modified by technological means, such as algorithms or artificial intelligence".

Pornography – pornography is defined as any material depicting sexual activity, and "sexual activity" is defined in G.S. 14-190.23. If the material depicts any of the seven categories of acts defined as "sexual activity" in G.S. 14-190-13, then it constitutes "pornography" for the purpose of this policy.

ORGANIZATIONAL RULES AND POLICY

Electronic communication systems and devices are for business use and any personal use must be brief, infrequent, not interfere with the employee's or other employees' work and be on the employee's own time.

Employees should have no expectation of privacy for any information gathered, viewed, stored, or maintained on any electronic communication

system or device owned, leased, maintained, or otherwise controlled by the City.

The City shall not permit employees, elected officials, or appointees to view pornography on devices owned, leased, maintained, or otherwise controlled by the City.

The City shall not permit employees to view pornography via the City's electronic communication systems, including its internet network, regardless of what device is utilized, even if the City does not own the device.

The City shall report to the State Chief Information Officer, in the format required by the State Chief Information Officer, annually by August 1st each year, all unauthorized viewing of pornography on the City's network or devices.

Certain employees might need to view material that would be considered pornography in order to carry out their official job duties. The City does not prohibit the viewing of pornography on a City-issued device or network by any employee who is engaged in any of the following activities in the course of performing their official job duties:

- Investigating or prosecuting crimes, offering or participating in law enforcement training, or performing actions related to other law enforcement purposes;
- Identifying potential security or cybersecurity threats;
- Protecting human life;
- Establishing, testing, and maintaining firewalls, protocols, and otherwise implementing G.S. 143-805;
- Participating in judicial or quasi-judicial proceedings;
- Researching issues related to the drafting of analysis of state laws as necessary to fulfill the requirements of the employees' official duties.

PROCEDURES

Employees are responsible for the safety and integrity of their electronic information. Employees should set up passwords to ensure the protection of information.

Under no circumstances may employees use City electronic communication or systems or devices to send or receive any material that might be considered offensive including but not limited to pornography, comments or images which could be considered offensive to someone based on gender, race, religion, national origin, age, disability, sexual orientation or genetics.

All information created, stored or transmitted on or with City resources is the property of the City. The City reserves the right to inspect or audit any

documents, emails or messages sent or received on the City's equipment. Except as authorized by the City, employees may not read or listen to any electronic communication intended for others.

Each employee is responsible for the security and integrity of City information stored on the computer(s) assigned to the employee. The employee is responsible for controlling access to the electronic system, utilizing supplied virus protection software and ensuring the protection of personal passwords.

Any violation of this policy shall subject the employee to disciplinary action including dismissal.

PROHIBIT VIEWING OF PORNOGRAPHY ON GOVERNMENT NETWORKS AND DEVICES

SECTION 7.(a) Article 84 of Chapter 143 of the General Statutes is amended by adding a new section to read:

"**§ 143-805. Prohibit viewing of pornography on government networks and devices.**

(a) Notwithstanding G.S. 14-456 and G.S. 14-456.1, a public agency shall not permit the viewing of pornography by its employees on a network of that public agency. Notwithstanding G.S. 14-456 and G.S. 14-456.1, the judicial branch shall not permit the viewing of pornography by its employees on a network of the judicial branch. Notwithstanding G.S. 14-456 and G.S. 14-456.1, the legislative branch shall not permit the viewing of pornography by its employees on a network of the legislative branch.

(b) Notwithstanding G.S. 14-456 and G.S. 14-456.1, no public agency shall permit an employee, elected official, or appointee of that public agency to view pornography on a device owned, leased, maintained, or otherwise controlled by that public agency. Notwithstanding G.S. 14-456 and G.S. 14-456.1, no public agency shall permit a student of that public agency to view pornography on a device owned, leased, maintained, or otherwise controlled by that public agency. Notwithstanding G.S. 14-456 and G.S. 14-456.1, the judicial branch shall not permit an employee, elected official, or appointee of the judicial branch to view pornography on a device owned, leased, maintained, or otherwise controlled by the judicial branch. Notwithstanding G.S. 14-456 and G.S. 14-456.1, the legislative branch shall not permit an employee, elected official, or appointee of the legislative branch to view pornography on a device owned, leased, maintained, or otherwise controlled by the legislative branch.

(c) Each public agency shall adopt a policy governing the use of its network and devices owned, leased, maintained, or otherwise controlled by that public agency. The judicial and legislative branches shall adopt a policy governing the use of that branch's networks and devices owned, leased, maintained, or otherwise controlled by those branches.

Each policy required by this subsection shall delineate the disciplinary actions that will be taken in response to a violation of that policy.

(d) Subsections (a) and (b) of this section shall not apply to an official or employee that is engaged in any of the following activities in the course of that official's or employee's official duties:

(1) Investigating or prosecuting crimes, offering or participating in law enforcement training, or performing actions related to other law enforcement purposes.

(2) Identifying potential security or cybersecurity threats.

(3) Protecting human life.

(4) Establishing, testing, and maintaining firewalls, protocols, and otherwise implementing this section.

(5) Participating in judicial or quasi-judicial proceedings.

(6) Conducting or participating in an externally funded research project at one of the constituent institutions of The University of North Carolina.

(7) Researching issues related to the drafting or analysis of the laws of this State as necessary to fulfill the requirements of the employee's official duties.

(e) This section shall not apply to the user of an authorized account paying for use of communications services under Article 16A of Chapter 160A of the General Statutes, including those communications services exempted under G.S. 160A-340.2(b) or (c).

(f) Annually, no later than August 1 and in the format required by the State Chief Information Officer, each public agency shall report information to the State Chief Information Officer on the number of incidences of unauthorized viewing or attempted viewing of pornography on that public agency's network; whether or not the unauthorized viewing was by an employee, elected official, appointee, or student of that public agency; and whether or not any of the unauthorized viewing was on a device owned, leased, maintained, or otherwise controlled by that public agency. Annually, no later than October 1, the State Chief Information Officer shall compile and report to the Joint Legislative Oversight Committee on Information Technology the information submitted in accordance with this subsection.

(g) The following definitions apply in this section:

(1) Device. – Any cellular phone, desktop or laptop computer, or other electronic equipment capable of connecting to a network.

(2) Material. – As defined in G.S. 14-190.13.

(3) Network. – Any of the following, whether through owning, leasing, maintaining, or otherwise controlling:

a. The interconnection of communication systems with a computer through remote or local terminals, or a complex consisting of two or more interconnected computers or telephone switching equipment.

b. Internet service.

c. Internet access.

(4) Pornography. – Any material depicting sexual activity.

(5) Public agency. – Any of the following:

a. All State agencies and offices of the members of the Council of State, including all boards, departments, divisions, constituent institutions of The University of North Carolina, community colleges, and other units of government in the executive branch.

b. Units of local government as defined in G.S. 159-7.

c. Public authorities as defined in G.S. 159-7.

d. Public school units as defined in G.S. 115C-5.

(6) Sexual activity. – As defined in G.S. 14-190.13."

SECTION 7.(b) Any employee, elected official, or appointee of a public agency with pornography saved to a device owned, leased, maintained, or otherwise controlled by that public agency shall remove, delete, or uninstall the pornography no later than January 1, 2025. Any student of a public agency with pornography saved to a device owned, leased, maintained, or otherwise controlled by that public agency shall remove, delete, or uninstall the pornography no later than January 1, 2025. Any employee, elected official, or appointee of the judicial or legislative branches with pornography saved to a device owned, leased, maintained, or otherwise controlled by that branch shall remove, delete, or uninstall the pornography no later than January 1, 2025. This subsection shall not apply to an official or employee engaged in any of the activities listed in G.S. 143-805(d) in the course of that official's or employee's official duties.

SECTION 7.(c) G.S. 14-456 is amended by adding a new subsection to read:

"(c) This section shall not apply to denial of pornographic viewing as required by G.S. 143-805."

SECTION 7.(d) G.S. 14-456.1 is amended by adding a new subsection to read:

"(c) This section shall not apply to denial of pornographic viewing as required by G.S. 143-805."

SECTION 7.(e) The State Chief Information Officer shall publish recommendations for appropriate viewing of pornography for the purposes authorized by G.S. 143-805(d), as enacted by this act, no later than January 1, 2025.

SECTION 7.(f) Each public agency, the judicial branch, and legislative branch shall adopt the policy required by G.S. 143-805(c), as enacted by this act, no later than January 1, 2025.

SECTION 7.(g) This section becomes effective October 1, 2024.

RESOLUTION

In Recognition of Dedicated Service

***WHEREAS**, on the 22nd of August, in the year 2017, Yongla Joe Lo was appointed Patrol Officer II for the City of Lenoir Police Department by Chief R. Scott Brown;*

***THAT**, as of the date of this Resolution, Corporal Lo has admirably and with great distinction, served the citizens of Lenoir during the tenures of two Police Chiefs;*

***THAT**, Joe has formed close relationships with his genuine concern and dedication to duty; and has contributed to the success of the department and community;*

***THAT,** prior to being hired by the City of Lenoir, Joe served as an officer with the Glen Alpine Police Department and Hickory Police Department, as well as served as Lieutenant for the Burke County Sheriff's Office;*

***THAT,** due to his diligent performance and exemplary leadership skills, Joe was promoted to Patrol Corporal for the City of Lenoir Police Department;*

***THAT,** Joe's twenty years of prior law enforcement experience and supervisory role(s) have been invaluable to the leading and training of new officers for the police department. Corporal Lo has been a Field Training Officer, Ready Response Team Member, and K-9 Officer with Atos for three years;*

***THAT,** while working for Lenoir, Joe completed course work for Police Law Institute and the North American Police Work Dog Association, received the Intermediate and Advanced Law Enforcement Certificates from the NC Criminal Justice Education and Training Standards Commission, and was awarded a Golden Ticket for outstanding customer service that he provided to a citizen;*

***THAT**, society and law enforcement has undergone many changes and challenges over the last 25 years, and Joe has stayed abreast through those changing trends to remain an effective leader, role model and mentor to all whom he meets;*

***THAT**, Corporal Lo has played an active, vital role in the community with a number of accolades in his personnel file showing his willingness to go above and beyond what is expected for the department, city, and community;*

***THAT,** Joe has humbly served the citizens of the City of Lenoir and Caldwell County and will be retiring his full-time law enforcement position with the Lenoir Police Department on January 1, 2025.*

***THEREFORE, BE IT RESOLVED,** by authority of the Mayor and City Manager, and on behalf of the City Council, that Corporal Yongla Joe Lo has been an exemplary employee and is himself the epitome of the professional Law Enforcement Officer. His contributions to the safety and well-being of the citizens of Lenoir and officers of the Lenoir Police Department will be held in high esteem and in remembrance by this governing body, as well as all persons impacted by his accomplishments, generosity, and compassion for those in need;*

***THIS**, the 7th day of January, 2024.*

Joseph L. Gibbons, Mayor

Scott E. Hildebran, City Manager

City of Lenoir Police

1035 West Avenue NW
Lenoir, North Carolina 28645
(828) 757-2100

Council Action Form

I. Agenda Item:

Corporal Yongla Joe Lo is retiring with over 7 years of service from the City of Lenoir effective 1/1/2025. He has asked for no recognition at council or party from the department. However, we wish to present him with a Resolution that we are sending up to the Mayor for his signature.

We also request the surplus of his service weapon and police badge per N.C.G.S §20-187.2:

Sig Sauer P-320 Pistol – S/N 58J478021

II. Background Information:

CPL Joe Lo will be retiring on Jan. 1, 2025. He has over 26 years of law enforcement service (to include time with Glen Alpine, Hickory, and Burke County).

III. Staff Recommendation:

In recognition of his dedication, professionalism, and service to the department, city, and community, I respectfully recommend as surplus the service weapon mentioned above so that it may be transferred into the care of this officer.

Chief Brent Phelps
12/19/2024

IV. Reviewed by:

City Attorney:_____ Date:_____

City Manager:_____ Date:_____

Police Chief:_____ Date: **December 19, 2024**

Rev: 12/22/2020

REQUEST TO SURPLUS CITY PROPERTY

Department Requesting Disposal of Surplus Property	
Date of Request	12/19/2024
Department Name	Police Department
Contact Name	Chief Brent Phelps
Phone	828-757-2100

ITEM	QTY	CODE*	SERIAL/VIN #	MAKE	MODEL YEAR	MILEAGE/ MACHINE HOURS	REASON FOR REQUEST	CURRENT LOCATION OF THE ITEM	ORIGINAL PURCHASE PRICE	DATE OF PURCHASE	ESTIMATED SALVAGE VALUE	ITEM IN WORKING ORDER Y/N	APPROVED TO LIST ON GOVDEALS
Sig Sauer P-320 Pistol	1	S1	58J478021	Sig Sauer			Retirement	PD	$ 764.00			Y	☐
Police Badge (Corporal)	1	S1	N/A	Blackinton			Retirement	PD	$ 128.00			Y	☐
													☐
													☐
Retiree: Yongla Joe Lo													☐
													☐

** Please enter one CODE per item: (S1) Obsolete (S2) Too Costly to Maintain (S3) Beyond Repair (S4) Cannibalized*

APPROVED BY	**DATE**

ITEM	DATE OF SALE	SELLING PRICE	DATE OF DEPOSIT	BUDGET CODE FOR DEPOSIT	DATE ITEM REMOVED FROM INVENTORY		BY WHOM - SIGNATURE	DATE ITEM REMOVED FROM INSURANCE	BY WHOM - SIGNATURE	DATE TAG CANCELLED OR TRANSFERRED	BY WHOM - SIGNATURE

ALL SURPLUS ITEMS ARE LISTED ON GOVDEALS IN ACCORDANCE WITH CITY OF LENOIR RESOLUTION NO. 6-2007, NC GENERAL STATUTES 160A-270 AND NCGS 160A-270 (c)

January 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 New Year's Day! City Offices Closed!	2	3	4
5	6 Curbside Christmas Tree Pickup Begins through end of month	7 6:00 p.m. City Council	8 9:00 a.m. Staff Meeting	9 6:00 p.m. Lenoir Business Adv. Board (City Hall, 3rd Fl.)	10	11
12	13 Noon - City/County Services Committee	14 8:15 a.m. Economic Dev. Advisory Committee (Civic Center)	15	16 2:00 p.m. ABC Board	17	18
19	20 Martin Luther, King,Jr. Holiday! City Offices Closed!	21 6:00 p.m. City Council	22 9:00 a.m. Staff Meeting	23	24	25
26	27 5:30 p.m. Planning Board	28 8:30 a.m. Committee of the Whole (City Hall, 3rd Floor)	29 Noon - Foothills Regional Airport Authority	30	31	
		February				

CITY OF LENOIR COUNCIL

ACTION FORM

I. **Agenda Item:** City staff request that City Council adopt an Order of Abatement directing staff to abate the minimum housing violations by demolishing the structure on the property of 205 Brixton PL SW.

II. **Background Information:** The subject structure is unfit for human habitation and attempts to achieve owner abatement have been unsuccessful. See attached time line for detailed information.

III. **Staff Recommendation:** Recommend adoption of the attached ordinance, directing staff to proceed with the demolition and removal of the structure.

IV. **Reviewed by:**

City Attorney: _____

Finance Director: _____

Planning Director: Hannah Williams _____

AN ORDINANCE DIRECTING THE MINIMUM HOUSING INSPECTOR TO REMOVE OR DEMOLISH THE PROPERTY HEREIN DESCRIBED AS UNFIT FOR HUMAN HABITATION AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED.

WHEREAS, the City Council of the City of Lenoir finds that the dwelling described herein is unfit for human habitation under the City Housing Standards, and that all of the procedures of the Minimum Housing Standards have been complied with; and

WHEREAS, this dwelling should be removed or demolished, as directed by the Minimum Housing Inspector, and should be placard thereon the notice prohibiting use for human habitation; and

WHEREAS, the owners of this dwelling, **CLAWSON ARLIE ALLEN,** have been given a reasonable opportunity to bring the dwelling up to the standards of the Minimum Housing Standards accordance with G.S. 160A-443 (5) pursuant to an order issued by the Minimum Housing Inspector on July 11, 2024 and the owner has failed to comply with the order;

NOW THEREFORE BE IT ORDAINED BY the City Council of the City of Lenoir that:

Section 1. The Minimum Housing Inspector is hereby authorized and directed to place a placard containing the following:

"This building is unfit for human habitation: the use or occupation of this building for human habitation is prohibited and unlawful."

on the building located at the following address: **205 Brixton PL SW**
Lenoir, North Carolina
Parcel-ID 09135 2 16
NCPIN 2758368855

Section 2. The Minimum Housing Inspector is hereby authorized and directed to proceed to remove or demolish the described above dwelling in accordance with this Order, and in accordance with the City of Lenoir Minimum Housing Code, and NCGS 160D-1203.

Section 3. The cost of demolition and improvement of the lot shall be a tax lien on the real property as provided by G.S. 160D-1203 (7).

Section 4. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall be likewise unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

Section 5. A copy of this ordinance shall be recorded in the Register of Deeds of Caldwell County, North Carolina, and indexed in the name of the property owner or owners in the grantor index.

Adopted this the 7th day of January, 2025.

_____

JOSEPH L. GIBBONS
MAYOR

ATTEST:

_____

SHIRLEY M. CANNON
CITY CLERK

APPROVED AS TO FORM:

_____

Timothy J. Rohr
CITY ATTORNEY

Minimum Housing Violation Affidavit
(205 Brixton Pl SW)

I, Hannah Williams affirm that as the planning director for the City of Lenoir I and my assignee (former housing inspector Robert Teague) have made every possible attempt to contact the property owners of 205 Brixton Pl SW. NCPIN: 2758368855. I have exhausted all resources in the effort to find the owners and/or heirs of the property mentioned above. The dwelling is unfit for human habitation and is a health/safety hazard for nearby neighbors. At this time the best course of action to eliminate the minimum housing violations is to demolish the structure and remove all debris from the property.

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

12/20/24
Date

Hannah Williams
Hannah Williams

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned Notary Public, do hereby affirm that Hannah Williams personally appeared before me on the 20th day of December, 2024 and signed the above Affidavit ad hid free and voluntary act and deed.

LAUREN HARTLEY NOTARY PUBLIC CALDWELL COUNTY, NC

Notary Public Exp. 8/10/26

Owner: CLAWSON ARLIE ALLEN
Property: 205 Brixton PL SW
NC Pin: 2758368855
Minimum Housing Violation Timeline

The following information was provided by City Housing Inspector Robert Teague

- **February 13, 2023**. On this day the initial minimum housing violation/hearing notice was mailed to the property owner. Two copies of the letter were mailed one by certified mail and one first-class. Initial minimum housing letter requested that the property owner contact the housing inspector to set up a time for an onsite hearing to discuss the housing violations and abatement procedures. The owner failed to contact the housing inspector and both the certified letter and first-class letters were returned.
  Certified Mail No. 7021 1970 0001 6846 0240

- **April 16, 2024**. On this day the second minimum housing violation/order to abate notice was mailed to the property owner. Two copies of the letter were mailed one by certified mail and one first-class. Second minimum housing letter determined that the structure was unfit for human habitation and a danger to the public health, safety, morals, and general welfare of the City's inhabitants. Due to that ruling the structure must be demolished and removed from the property. The owner failed to contact the housing inspector and both the certified letter and first-class letter were returned.
  Certified Mail No. 9589 0710 5270 0031 5585 91

- **October 3, 2024.** Notification was posted on the property and mailed to the owner informing them that the housing inspector will be submitting an ordinance to City Council for the demolition of the dwelling located at 205 Brixton PL SW. The City Council will consider this ordinance for adoption at the December 17, 2024 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir. Upon adoption of the ordinance the demolition of the dwelling will begin after December 17, 2024. All fees accumulated from the demolition will be placed as a lien on the property.
  Certified Mail No. 9589 0710 5270 0031 5483 18

- **October 23, 2024.** On this day the property was posted with the Minimum Housing Initial Letter, Minimum Housing Violation/Order to Abate Letter, and Final Notice Letter.

- **December 12, 2024.** Due to cancelation of the December 17th City Council Meeting a second Notification was posted on the property and mailed to the owner informing them that the housing inspector will be submitting an ordinance to City Council for the demolition of the dwelling located at 205 Brixton PL SW. The City Council will consider this ordinance for adoption at the January 7, 2025 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir. Upon adoption of the ordinance the demolition of the dwelling will begin after January 7, 2025. All fees accumulated from the demolition will be placed as a lien on the property.
  Certified Mail No. 9589 0710 5270 0031 5483 18

- **December 2024 and January 2025.** In accordance with the City of Lenoir Code of Ordinance a Notice of Order to Demolish was submitted in the Lenoir News Topic. The ad requested that any person having or claiming an interest in the property be present for the City Council meeting. The ad was submitted and ran once a week for two consecutive weeks. Ad published on Tuesday December 24, 2024 and Tuesday December 31, 2024.

- At this time it is requested that an ordinance be passed for the demolition of the dwelling at 309 Glendale ST NW. Demolition will take place after January 7, 2025 and all fees accumulated will be placed as a lien on the property.

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Hearing Notice

02/13/2023

CLAWSON ARLIE ALLEN
205 BRIXTON PL SW
LENOIR, NC 28645

Certified Mail: 7021 1970 0001 6846 0240

To: **CLAWSON ARLIE ALLEN**, owner(s) of property located at **205 BRIXTON PL** (NCPIN:2758368855) in the City of Lenoir, North Carolina.

Condition of structure is determined as: **Dilapidated**

The property listed above has been reported to the City of Lenoir for violations of the City's Minimum Housing ordinance. The structure in its current condition is unfit for human habitation, and is creating conditions detrimental to the public health and safety.

As the legal owner(s), you have **ten (10) days** to contact the City of Lenoir Planning Department to arrange for a site inspection/on-site hearing to discuss the violations. - Please contact the Code Compliance Officer - Robert Teague Call (828-757-2212) or email @ rteague@ci.lenoir.nc.us at your earliest convenience.

All violations that are cited during the inspection must be abated. Abatement of the violations must be performed in a specified amount of time that will be determined after the inspection. The inspector may order that dwelling units found to be in violation be vacated and closed until repairs are completed.

The following code violations have been determined: If further inspection is required, additional violations may be added.

Housing Sec. 10-2(b) Abandoned
The dwelling is abandoned and unsecure, creating conditions detrimental to public health and safety as described in Sec. 10-2(b)

Housing Sec. 10-59 structure
Evidence of structural issues (Sec. 10-59)

Housing Sec. 10-60 unsafe
Evidence of unsafe/unsanitary maintenance (Sec. 10-60)

Housing Sec. 10-61 plumbing
The dwelling has inadequate plumbing, lack of potable water, and/or lack of proper sewage disposal system.

The property listed above has been reported to the City for not meeting the minimum housing standards as specified in the City of Lenoir Code of Ordinance. An inspection of the dwelling is required and all violations that are cited during the inspection must be abated. Abatement of the violations must be performed in a specified amount of time that will be determined at the conclusion of the inspection. If no violations are discovered at the time of the inspection than the case will be closed and no further action will be required. Please contact me to schedule a time for an onsite hearing.

Stage of the Investigation: **Initial Investigation**

Failure to comply will result in actions including, but not limited to, civil penalties, posting, and/or city abatement. All questions about the violation or procedures to abate them will be addressed at the hearing.

Please remember this is an official notice, and your immediate attention is required. You may file an appeal to the Board of Adjustment within 30 days, specifically by Appeals carry an administrative cost as determined by the

City Council.

I, Robert Teague, am providing the notice of violation and certifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (160D-404(a)).

Sincerely

Robert Teague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Order to Abate

07/11/2024

CLAWSON ARLIE ALLEN
205 BRIXTON PL SW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 001 5585 91

To: **CLAWSON ARLIE ALLEN**, owner(s) of property located at **205 BRIXTON PL** (NCPIN:2758368855) in the City of Lenoir, North Carolina.

Condition of structure is determined as: **Dilapidated**

Stage of the Investigation: **Final Determination**

The following code violations have been determined:

Housing Sec. 10-2(b) Abandoned

Housing Sec. 10-59 structure

Housing Sec. 10-60 unsafe

Housing Sec. 10-61 plumbing

This is the final determination for the property listed above. The property was found to be in violation of the City of Lenoir Minimum Housing standards. In order to abate the violations the house on the property much be removed. .

Abatement of these violations must occur in a specified amount of time, not to exceed **30 days** from receipt of this notice. Failure to abate the violations within the time specified will result in action including, but not limited to, civil penalties and abatement of the violations by the City. If you have questions concerning the violations or the abatement process, please contact me at 828-757-2212 or at rteague@ci.lenoir.nc.us.

Such lien shall be filed, have the same priority, and be enforced and the costs collected as the lien for special assessment.

Section 1-15 Civil and Criminal Penalties

(c) Violation of any provision of this Code not corrected as provided in this letter shall subject the offender to a civil penalty in the amount of $50.00 to $500.00, in accordance with the citation schedule in subsection (e), to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within a period of 72 hours after being cited. The citation shall be in writing, signed by the authorized person issuing the citation, and shall be delivered in person or by mail to the offender.

Please remember this is an official notice, and your immediate attention is required. You may file an appeal to the Board of Adjustment within 30 days, specifically by August 11, 2024. Appeals carry an administrative cost as determined by the City Council.

Sincerely

Robert Teague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Final Notice of Abatement

10/17/2024

CLAWSON ARLIE ALLEN
205 BRIXTON PL SW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0031 5483 18

Re: Minimum Housing Determination
205 BRIXTON PL, LENOIR, NC 28645
Parcel: 2758368855

CLAWSON ARLIE ALLEN

This letter is to inform you that you have failed to comply with an order of the housing inspector to abate minimum housing violations at 205 BRIXTON PL within 30 Days of 07/11/2024.

Upon failure of the owner of the dilapidated dwelling to comply with an order of the inspector within the time specified therein, the inspector may submit to the City Council an ordinance ordering the inspector to cause such dwelling to be removed or demolished, as provided in the original order of the inspector. The amount of the cost of vacating and closing, or removal or demolition caused to be made or done by the inspector shall be a lien against the real property upon which such cost was incurred. Such lien shall be filed, have the same priority, and be enforced and the costs collected as the lien for special assessment.

This letter is to inform you that the housing inspector has submitted an ordinance to City Council, as described above. The City Council will consider this ordinance for adoption at the 12/17/2024 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

I, Robert Teague am providing the order to abate and certifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (160D-1208(a)).

Sincerely,

Robert Teague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Final Notice of Abatement

12/05/2024

CLAWSON ARLIE ALLEN
205 BRIXTON PL SW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0031 5482 40

Re: Minimum Housing Determination
205 BRIXTON PL, LENOIR, NC 28645
Parcel: 2758368855

CLAWSON ARLIE ALLEN

This letter is to inform you that you have failed to comply with an order of the housing inspector to abate minimum housing violations at 205 BRIXTON PL within 30 days of 07/11/2024.

Upon failure of the owner of the dilapidated dwelling to comply with an order of the inspector within the time specified therein, the inspector may submit to the City Council an ordinance ordering the inspector to cause such dwelling to be removed or demolished, as provided in the original order of the inspector. The amount of the cost of vacating and closing, or removal or demolition caused to be made or done by the inspector shall be a lien against the real property upon which such cost was incurred. Such lien shall be filed, have the same priority, and be enforced and the costs collected as the lien for special assessment.

This letter is to inform you that the housing inspector has submitted an ordinance to City Council, as described above. The City Council will consider this ordinance for adoption at the 01/07/2025 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

I, Robert Teague am providing the order to abate and certifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (160D-1208(a)).

Sincerely,

Robert Teague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212



This map is NOT of land survey quality and is NOT suitable for such use.

Owner	CLAWSON ARLIE ALLEN
	205 BRIXTON PL SW LENOIR, NC 28645
Acct Number	24142
Parcel ID	09135 2 16
NCPIN	2758368855

Deferred Val	$	
Assessed Val	$20,800	
Calc Acreage	0.23350739	
Land Units	76 (FF)	
Legal Desc	0705/0849 0078	0.00
Plat Ref	00000/00000	
Property Addr	205 BRIXTON PL	

Caldwell County

1:453

0 0.00375 0.0075 0.015 mi

0 0.005 0.01 0.02 km

December 19, 2024

Notice of Order to Demolish

The public will hereby take notice that the Lenoir Planning Department will be submitting an ordinance to the City Council for the demolition of 205 Brixton Pl SW on Tuesday January 7, 2025 at the City/County Chambers 905 West Ave, Lenoir. All attempts to make contact with property owners and/or heirs have failed. It is requested that any and all heirs of CLAWSON ARLIE ALLEN, and any other persons having or claiming an interest in the property 205 Brixton Pl SW, Lenoir NC 28645 NC Pin 2758368855 be present for the City Council meeting at the date listed above.

I. This Order set forth by the City of Lenoir Housing Inspector is issued and served pursuant to the Code of Ordinances of the City of Lenoir and the North Carolina General Statutes.

II. It appears to the undersigned, who is the Housing Inspector under the Code of Ordinances, from his preliminary investigation of the premises, that the property identified above is in violation of one or more of the Minimum Housing Standards in Chapter 10, of the Code of Ordinances of the City of Lenoir.

III. The undersigned has made attempts to contact the property owners and/or heirs to the property by first class and registered mail, all of which were returned. The property identified above has been posted with the order to abate as specified in Chapter 10, of the Code of Ordinance of the City of Lenoir.

IV. The undersigned complaining of the afore-said property and all persons owning or having any interest therein, charges that said property fails to meet the Minimum Housing Standards prescribed in the Code of Ordinances of the City of Lenoir as more specifically set forth in the Notice of Violation.

Robert Teague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212

December 26, 2024 and January 2, 2025

CITY OF LE
PLANNING & COMMUNITY DEVELOP

Minimum Housing Violation and Hearing Notic

12/13/2023

CLAWSON ARLIE ALLEN
205 BRIXTON PL SW
LENOIR, NC 28645

Certified Mail: 7021 1970 0001 6846 0240

To: **CLAWSON ARLIE ALLEN**, owner(s) of property located at **205 BRIXTON PL** (NCPIN:2758368855) in the City of Lenoir, North Carolina.

Condition of structure is determined as: **Dilapidated**

The property listed above has been reported to the City of Lenoir for violations of the City's Minimum Housing ordinance. The structure in its current condition is unfit for human habitation, and is creating conditions detrimental to the public health and safety.

As the legal owner(s), you have **ten (10) days** to contact the City of Lenoir Planning Department to arrange for a site inspection/on-site hearing to discuss the violations. - Please contact the Code Compliance Officer - Robert Teague Call (828-757-2212) or email @ rteague@cl.lenoir.nc.us at your earliest convenience.

All violations that are cited during the inspection must be abated. Abatement of the violations must be performed in a specified amount of time that will be determined after the inspection. The inspector may order that dwelling units found to be in violation be vacated and closed until repairs are completed.

The following code violations have been determined: If further inspection is required, additional violations may be added.

Housing Sec. 10-2(b) Abandoned
The dwelling is abandoned and unsecure, creating conditions detrimental to public health and safety as described in Sec. 10-2(b)

Housing Sec. 10-59 structure
Evidence of structural issues (Sec. 10-59)

Housing Sec. 10-60 unsafe
Evidence of unsafe/unsanitary maintenance (Sec. 10-60)

Housing Sec. 10-61 plumbing
The dwelling has inadequate plumbing, lack of potable water, and/or lack of proper sewage disposal system.

The property listed above has been reported to the City for not meeting the minimum housing standards as specified in the City of Lenoir Code of Ordinance. An inspection of the dwelling is required and all violations that are cited during the inspection must be abated. Abatement of the violations must be performed in a specified amount of time that will be determined at the conclusion of the inspection. If no violations are discovered at the time of the inspection than the case will be closed and no further action will be required. Please contact me to schedule a time for an onsite hearing.

Stage of the Investigation: **Initial Investigation**

Failure to comply will result in actions including, but not limited to, civil penalties, posting, and/or city abatement. All questions about the violation or procedures to abate them will be addressed at the hearing.

Please remember this is an official notice, and your immediate attention is required. *You may file an appeal to the Board of Adjustment within 30 days, specifically by Appeals carry an administrative cost as determined by the*

City Council.

I, Robert Teague, am providing the notice of violation and certifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (160D-404(a)).

Sincerely

Robert Teague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Final Notice of Abatement

12/05/2024

CLAWSON ARLIE ALLEN
205 BRIXTON PL SW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0031 5482 40

Re: Minimum Housing Determination
205 BRIXTON PL, LENOIR, NC 28645
Parcel: 2758368855

CLAWSON ARLIE ALLEN

This letter is to inform you that you have failed to comply with an order of the housing inspector to abate minimum housing violations at 205 BRIXTON PL within 30 days of 07/11/2024.

Upon failure of the owner of the dilapidated dwelling to comply with an order of the inspector within the time specified therein, the inspector may submit to the City Council an ordinance ordering the inspector to cause such dwelling to be removed or demolished, as provided in the original order of the inspector. The amount of the cost of vacating and closing, or removal or demolition caused to be made or done by the inspector shall be a lien against the real property upon which such cost was incurred. Such lien shall be filed, have the same priority, and be enforced and the costs collected as the lien for special assessment.

This letter is to inform you that the housing inspector has submitted an ordinance to City Council, as described above. The City Council will consider this ordinance for adoption at the 01/07/2025 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

I, Robert Teague am providing the order to abate and certifying for the City of Lenoir that this notice is deemed conclusive in the absence of fraud (160D-1208(a)).

Sincerely,

Robert Teague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Minimum Housing Violation and Order to Abate

07/11/2024

CLAWSON ARLIE ALLEN
205 BRIXTON PL SW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 001 5585 91

To: **CLAWSON ARLIE ALLEN**, owner(s) of property located at **205 BRIXTON PL** (NCPIN:2758368855) in the City of Lenoir, North Carolina.

Condition of structure is determined as: **Dilapidated**

Stage of the Investigation: **Final Determination**

The following code violations have been determined:

Housing Sec. 10-2(b) Abandoned

Housing Sec. 10-59 structure

Housing Sec. 10-60 unsafe

Housing Sec. 10-61 plumbing

This is the final determination for the property listed above. The property was found to be in violation of the City of Lenoir Minimum Housing standards. In order to abate the violations this house on the property much be removed.

Abatement of these violations must occur in a specified amount of time, not to exceed **30 days** from receipt of this notice. Failure to abate the violations within the time specified will result in action including, but not limited to, civil penalties and abatement of the violations by the City. If you have questions concerning the violations or the abatement process, please contact me at 828-757-2212 or at rteague@cl.lenoir.nc.us.

Such lien shall be filed, have the same priority, and be enforced and the costs collected as the lien for special assessment.

Section 1-15 Civil and Criminal Penalties

(c) Violation of any provision of this Code not corrected as provided in this letter shall subject the offender to a civil penalty in the amount of $50.00 to $500.00, in accordance with the citation schedule in subsection (e), to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within a period of 72 hours after being cited. The citation shall be in writing, signed by the authorized person issuing the citation, and shall be delivered in person or by mail to the offender.

Please remember this is an official notice, and your immediate attention is required. You may file an appeal to the Board of Adjustment within 30 days, specifically by August 11, 2024. Appeals carry an administrative cost as determined by the City Council.

Sincerely

Robert Teague
Code Compliance Officer
City of Lenoir Planning Department
Office: 828.757.2212

CITY OF LENOIR
PLANNING & COMMUNITY DEVELOPMENT

Final Notice of Abatement

10/17/2024

CLAWSON ARLIE ALLEN
205 BRIXTON PL SW
LENOIR, NC 28645

Certified Mail: 9589 0710 5270 0031 5483 18

Re: Minimum Housing Determination
205 BRIXTON PL, LENOIR, NC 28645
Parcel: 2758368855

CLAWSON ARLIE ALLEN

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POSTED

BY ORDER OF THE LENOIR CITY COUNCIL,
THIS BUILDING HAS BEEN DECLARED

UNFIT FOR HUMAN HABITATION

THE USE OR OCCUPATION OF THIS BUILDING FOR HUMAN HABITATION IS PROHIBITED AND UNLAWFUL. OCCUPATION OF A BUILDING SO POSTED SHALL CONSTITUTE A CLASS 1 MISDEMEANOR.

This notice is posted consistent with the provisions of Sec. 10-33 of the Lenoir Housing Code and NCGS 160D-1203(4); Order is recorded at Caldwell County Register of Deeds at Book 2121 Page 1879-1880

ANY PERSON TO REMOVE THIS NOTICE SHALL BE GUILTY OF A CLASS I MISDEMEANOR PURSUANT TO NCGS160D-1120.

This building is scheduled for demolition by the City of Lenoir. For more information, contact the Lenoir Planning Department at 828-610-8442.

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LEGISLATIVE GOAL STATEMENTS

RECOMMENDED BY
THE NCLM BOARD OF DIRECTORS

The following goal statements are NOT listed in any priority order.

- **Expand funding opportunities for disaster resiliency and recovery efforts.**
    - North Carolina has faced a number of damaging natural disasters in recent years, including the unprecedent storm that devastated western North Carolina in the fall of 2024.
    - To fully recover from these natural disasters requires a broad approach that focuses on infrastructure, housing and economic losses.
    - Federal assistance and private insurance will not be enough to address these ongoing, critical needs or mitigate damage when future disasters hit.

- **Establish long-term funding streams that adequately address water, sewer, stormwater, transportation and other infrastructure needs.**
    - Infrastructure – including roads, water, sewer, stormwater, parks and beaches – are critical to economic development and job creation.
    - Many cities in the state are growing, creating a constant need for investment to keep pace with population growth; many cities and towns also have aging infrastructure that must be replaced.
    - Creating long-term and more permanent funding streams for infrastructure will ensure adequate investments so that North Carolina thrives now and into the future.

- **Expand state transportation funding streams for construction and maintenance of municipal and state-owned secondary roads.**
    - Current Powell Bill and other state funding is not adequate to address transportation needs, particularly as they affect municipal and state-owned secondary roads.
    - In many cities and towns, major commuting corridors are not receiving the level of investment needed to keep pace with traffic.
    - More investment is needed for these roads if existing residents are to embrace business and residential growth

- **Increase funds to remediate contamination in local water supplies.**
    - Local municipal water systems and their ratepayers increasingly are footing the costs of cleaning up PFAS and other “forever” chemicals from drinking water supplies.
    - As more regulations are set at the state and federal level to limit these chemicals in water supplies, costs will escalate.
    - Cities primary recourse to try to recoup the cost for utility ratepayers is through the courts.

- **Expand incentives and funding for local economic development.**
    - Funding is simply inadequate in many cities and towns to encourage job growth.
    - State grants and incentives are often targeted in ways that fail to assist the areas in greatest need of job creation.
    - Maintaining or expanding funding for film tax credits, major industrial site development, downtown development and renewable energy tax credits helps cities and towns across the state.

- **Create incentives to encourage the development of diverse housing options.**
    - Housing affordability continues to be a significant problem across many areas of North Carolina, affecting people of different income levels.
    - The lack of affordable housing acts as a major impediment to business and workforce recruitment.
    - State incentives to encourage the construction of housing for people of various income levels are extremely limited.

- **Provide resources to rehabilitate or purchase blighted properties.**
    - In many cities and towns, blighted properties act as an impediment to economic and business growth.
    - Cities and towns have limited means to address these properties, particularly in more rural, smaller communities.
    - Rehabilitating blighted properties can help address North Carolina’s housing needs.

- **Create incentives that encourage and adequately fund regionalized water and sewer solutions.**
    - A number of municipal water and sewer systems continue to financially struggle with deferred maintenance needs.
    - These challenges came about largely due to population and job losses in rural areas, leading to an erosion of taxpayer and ratepayer bases.
    - While legislators and municipalities have begun to address these issues with the creation of the Viable Utility Reserve and the use of ARPA funding, state estimates show needs still exceed expenditures by several billion dollars.

- **Reduce regulatory conflicts between state agencies that discourage voluntary consolidation, merger and interconnection of municipal utility systems.**
    - Municipalities have contractually obtained older, smaller utility systems of other municipalities and private enterprises in order to provide better and more efficient services to residents and businesses.
    - Older laws and regulations impose penalties on mid-size and large municipalities due to state agencies requiring them to pay for relocation of utilities when those penalties would have been reduced or eliminated for the smaller entities they were purchased from.
    - The State should work to reduce and eliminate these conflicts which have the effect of discouraging voluntary consolidation, merger and interconnection of municipal utility systems.

- **Create an orphan road program whereby the state improves those roads to N.C. Department of Transportation standards before municipalities assume maintenance responsibilities.**
    - So-called orphan roads are typically created when a street in a subdivision is not built to state or municipal standards, and the developer walks away without an agreement for maintenance.
    - The abandoned road can leave homeowners on the hook for the cost of maintenance.
    - For cities and towns, these abandoned roads can serve as a deterrent to voluntary annexation agreements even as the residents seek municipal services.

- **Provide local revenue options beyond the property tax.**
    - Roughly 40 percent of municipal general fund revenue is generated by local property taxes.
    - Cities have little to no authority to raise significant revenue in other ways.
    - A lack of diverse, local tax options can affect economic growth, as well as cause large swings in revenue based on economic changes.

- **Support technical assistance programs to assist municipalities with securing or maintaining grants or other necessary municipal resources.**
    - Many municipalities do not have the resources to seek or administer grants, even as that source of funding could help meet the needs of residents.
    - State, federal and other grant funding offers a significant opportunity for cities and towns to improve infrastructure or enhance services.
    - Providing technical assistance to these municipalities can provide them with access to grant funding, providing resources not otherwise available to them.

- **Address the needs of a changing municipal workforce through state assistance that supports employee retention, including training and recruitment.**
    - Municipalities across the state are facing staffing issues as current workers age and retire.
    - Training and retention resources are limited and competing with wages offered in the private sector can be difficult.
    - The use of training and recruitment tools across state and local government boundaries can improve public sector workforce availability.

- **Update the annexation petition thresholds to make voluntary annexations easier to initiate.**
    - Voluntary annexation by petition currently requires 100 percent consent from all property owners, a threshold that can be impossible to meet even if a majority of property owners can benefit by utilizing their property for business or residential purposes.
    - Lowering the threshold from 100 percent represents a middle ground that would still reflect the will of property owners but not handicap communities' ability to economically thrive.
    - The ability of a city or town to grow and reflect its urban footprint is vital to it financial health; city services are relied on by residents whether they live in or near municipal boundaries.

- **Preserve authority for extraterritorial jurisdiction to ensure that growth is well-planned and investments by homeowners and business owners are protected.**
    - A community's land-use planning tools, including ETJ, are vital as infrastructure investments are made that pave the way for economic growth.
    - Protecting homes and businesses from incompatible uses continues to be an important feature of ETJs. As of 2022, at least 14 counties in North Carolina had no zoning restrictions, with several others being only partially zoned.
    - Protecting neighborhoods from incompatible uses ultimately protects the value of residents' homes and property.

- **Protect the ability of municipal elected officials, acting on behalf of local voters, to determine election formats, districts and other election matters currently under their purview.**
    - Locally-elected municipal officials are best positioned to understand the wishes of local voters and how those should be applied to local election matters.
    - In many areas, residents prefer to avoid political polarization when it comes to the practical tasks of municipal government.
    - Locally-elected municipal officials are in their communities every day and accessible to voters.