

**LENOIR CITY COUNCIL
TUESDAY, JANUARY 7, 2025
6:00 P.M.**

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

ABSENT: Councilmember Ralph Prestwood.

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.

COMMEDED

CITY STAFF: B. On behalf of City Council, Mayor Gibbons thanked City Staff for everyone's hard work with purchasing and putting up the wonderful Christmas decorations display in downtown Lenoir. Mayor Gibbons stated the City received numerous compliments on the decorations and how festive the City of Lenoir looked during the holidays.

CONGRATULATIONS;

DAVID COFFEY:

- C. On behalf of City Council Mayor Gibbons expressed congratulations to David Coffey, Purchasing and Risk Manager for the City of Lenoir upon the birth of his grandson (Dawson Ray Coffey) who was born over the weekend. The family and Dawson are doing well.

CONGRATULATIONS; REPRESENTATIVE

DESTIN HALL:

- D. On behalf of City Council, Mayor Gibbons congratulated Representative Destin Hall upon being selected as Speaker of the House for the 2025 Legislative Session.

CONGRATULATIONS; KEVIN

MATHESON & JEFF CHURCH:

- E. On behalf of City Council, Mayor Gibbons recognized and thanked Jeff Church, Public Services Public Utilities Director along with Kevin Matheson, Water Treatment Plant

Superintendent upon receiving the prestigious North Carolina Area Wide Optimization Award from the North Carolina Division of Water Resources (DWR). The City of Lenoir surpassed federal and state drinking water standards in 2023. This award recognizes outstanding turbidity removal.

Superintendent Matheson along with Director Church thanked City Council for their support and stated investment in the Water Treatment Plant pays off in receiving awards like the North Carolina Area Wide Optimization Award.

**CONDOLENCES; FAMILY
OF MAYOR KAREN ALEXANDER:**

- F. On behalf of City Council Mayor Gibbons extended condolences to the family of Karen Alexander who served as the Mayor of the City of Salisbury and asked everyone to keep her family in their thoughts and prayers. Mayor Gibbons stated Mayor Alexander was a great friend and colleague who accomplished much for the citizens and the community during her tenure on the City of Salisbury's City Council. Mayor Alexander also previously served a term as the President of the North Carolina League of Municipalities (NCLM).

**CONDOLENCES; FAMILY
OF FORMER PRESIDENT
JIMMY CARTER:**

- G. On behalf of City Council, Mayor Gibbons shared that Jimmy Carter 39th President of the United States has passed away at the age of 100. Mayor Gibbons extended condolences to the family and asked everyone to keep them in their thoughts and prayers.

**CONDOLENCES; FAMILY
OF WILLIAM "BILL TATE":**

- H. On behalf of City Council, Mayor Gibbons extended condolences to the family of William "Bill" Tate who passed away on January 2, 2025 and asked everyone to keep his family in their thoughts and prayers. Mr. Tate previously owned Tate's Auto Service for 20 years, restored old cars and was active in his church and community. Mr. Tate was dedicated to preserving Lenoir and Caldwell County's history and exhibited a number of articles at the Caldwell Heritage Museum.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

**CONTIGUOUS ANNEXATION PETITION;
1829 BLOWING ROCK BOULEVARD:**

- A. Contiguous Annexation Petition; 1829 Blowing Rock Boulevard: A public hearing was held to consider a Contiguous Annexation Petition 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 applied for a rezoning to B-2.

Hannah Williams, Planning Director, stated this is a voluntary annexation petition and referred to the map that includes a survey of the property to be annexed. Director Williams further shared the petition was declared sufficient by Council at the December 3, 2024 Council meeting. She also mentioned the property has frontage to US Hwy 321, has

driveway access and abuts the City limits.

Director Williams stated the Planning Board has also reviewed and supports this request.

Mayor Gibbons opened the public hearing to receive public comments regarding the contiguous annexation petition.

There being no further public participation, Mayor Gibbons closed the public hearing and asked Council for action.

Councilmember Perdue stated the request is consistent with the City's Comprehensive Plan and moved to approve the Contiguous Annexation Petition.

A copy of the recorded Ordinance to Extend is attached to these minutes as information.

Upon the motion by Councilmember Perdue, City Council voted 6 to 0 to adopt the Contiguous Annexation Petition and the recorded Ordinance to Extend for property located at 1829 Blowing Rock Boulevard as submitted and as recommended by City Staff.

REZONING; 1829 BLOWING ROCK BOULEVARD:

- C. Rezoning; 1829 Blowing Rock Boulevard: A public hearing was 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. The Planning Board also approved and supports the rezoning request.

Director Williams stated Staff 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.

Mayor Gibbons opened the public hearing to receive public comments regarding the rezoning request.

Planning Director Williams reiterated the rezoning request was to rezone the subject property from R-R (Rural Residential) to B-2 (General Business) to allow for commercial development and/or flexibility for residential. Director Williams further clarified that Mr. Northern did not have any specific plans for the property at this time.

In addition, Director Williams submitted the Planning Staff Report to be included into the record and reiterated the purpose is for approval of a general business designation. She clarified that rezoning petitions are not designated to a specific plan.

A copy of the Staff Report is attached to these minutes as information.

There being no more public participation, Mayor Gibbons closed the public hearing and asked Council for action.

Upon a motion by Councilmember Stevens, City Council voted 6 to 0 to adopt the rezoning request for property located at 1829 Blowing Rock Boulevard as described above and as based on the consistency statement as presented and as recommended.

**SPECIAL USE PERMIT; 2550
HICKORY BLVD.:**

- D. Special Use Permit; 2550 Hickory Boulevard: A quasi-judicial public hearing was held to consider a Special Use Permit 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.

The Planning Board has reviewed and supports the request subject to the eight (8) conditions as listed above and as read by Mayor Gibbons.

Mayor Gibbons asked City Attorney Timothy Rohr to explain the guidelines for a quasi-judicial public hearing.

Attorney Rohr stated the public hearing does require sworn testimony based on the knowledge of the participants. Also, he explained if the applicant has met all of the

requirements, they cannot be denied approval. Attorney Rohr further informed City Council they had an obligation not to speak or discuss this issue with anyone and if they had done so, they need to reveal it at this time.

Mayor Gibbons opened the public hearing to receive public comments regarding the Special Use Permit.

Planning Director Hannah Williams, Attorney Frank Longest, Attorney Jonathan Yates and TowerComm Representative Robin Clement were sworn in by the City Clerk.

Director Williams addressed City Council and reiterated the Special Use Permit submitted by TowerComm is for the construction of a 165-foot monopole communications tower and associated ground equipment on a 3,600 square foot leased portion of the subject property and subject to the eight (8) conditions listed above and read by Mayor Gibbons. Director Williams also stated the site is for a tower for T-Mobile with three (3) co-location cabinets.

Director Williams reported the permit is in compliance with the Federal Communications Commission (FCC). She reviewed the design plans and stated the tower would be located on property owned by Stat, Inc. in the southern part of Lenoir.

Additionally, Director Williams reported she reviewed FCC compliance, liability insurance and the lease with removal provision and removal bond, proximity to other towers (not just other communications towers), the monopole design with co-location capabilities and FAA compliance. Director Williams also reported the tower will have three (3) cabinets available for other service providers to use.

Further, Director Williams read a Private Property Justification that is include on page 3 of the Staff Report. The statement reads as follows: Section 910.3 in city ordinance requires that the applicant explore the suitability publicly owned land. Attached (in Staff report) is a map of all the surrounding public properties (Appendix C, Pg22). After a study was conducted, TowerComm 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. Director Williams also stated the Findings of Fact and Standards are located on pages 4 and 5 in the Staff Report as reference.

Attorney Frank Longest addressed City Council and stated that his main purpose was to introduce Attorney Jonathan Yates. Mr. Longest stated Attorney Yates is an attorney in Charleston and has been involved in the cell tower industry for a number of years and been a part of the process for hundreds of applications. Mr. Longest stated Attorney Yates wrote the application that was reviewed by the Planning Board.

Next, Attorney Jonathan Yates addressed City Council and highly commended Planning Director Hannah Williams for her professionalism and all of her assistance during the special use permitting process. He stated Director Williams does the City of Lenoir proud with her knowledge and proficiency.

Attorney Yate also stated he would like to request that the entire FCC Report to be included in the minutes.

The full Federal Communications Commission Report and the full Federal Aviation Administration Reports are on file in the City Clerk's office.

Attorney Yates also stated the cell tower proposal will close deficits and improve cell coverage within these areas.

He also thanked Ms. Robin Clement, applicant and representative of TowerComm, for all of her hard work on this project.

Attorney Yates shared that Gary Sparks owns the property where the proposed tower and ground equipment would be located upon following approval by Council. He shared the tower will house three (3) broadband carriers and pointed out the 3600 x 3600 space is also adequate for the ground equipment. Mr. Yates further stated the FAA approved their application and emphasized there was no hazard air navigation which means they do not need to put lights on the tower. He further reported they met the setbacks for this location.

Attorney Yates explained the property site is exactly what T-Mobile needed in order to meet their objectives. As background information, Mr. Sparks purchased the property in 2012 and also has additional businesses located at the site.

Additionally, Attorney Yates stated after the permit is approved, the tower will be placed within 60 to 90 days. The tower will not be manned; however, other individuals will be checking the tower around eight to ten times per year. He reiterated there would be no noise or vibration fumes coming from the 165 foot monopole tower and that they are not required to have air navigation lights. Attorney Yates further stated the tower would provide effective and important access for individuals to make 911 calls and reiterated it was important for it to be located in this area. He thanked Ms. Clement and Mr. Sparks for being a part of this process.

Robin Clement, 5611 NC Highway 55, Durham, North Carolina addressed Council and stated she was available for any questions.

There being no further public participation, Mayor Gibbons closed the public hearing and asked Council for action.

Councilmember Beal asked if a medical emergency occurs and a medical helicopter has to fly through the area, would there be enough lighting in order for them to see the tower.

Attorney Yates replied there would be adequate lighting during the daylight hours and reminded everyone the tower will be 165 feet tall. He also restated the tower would be registered with the Federal Aviation Administration (FAA) which means pilots will know that the tower is there and have this information available in their log books. He pointed out the City's ordinance is very specific.

Additionally, Attorney Yates stated towers that are 200-feet tall or above are required to have lights on them unless they are located in the close proximity to a runway.

Councilmember Perdue asked if signage was allowed on the tower with Attorney Yates providing a photo of a tower.

At this time, Attorney Longest requested the application and all supporting documents be included as part of the record of the hearing.

Note: A copy of the Planning Staff's Memorandum (Order of the City of Lenoir Issuing SUP #3/24 and a copy of the Staff Report are attached to these minutes as information.)

All of the supporting documents including the Staff Report, Federal Communication Commission Report (FCC), Federal Aviation Administration Report (FAA), and the applicant's application are on file in the City Clerk's office.

Councilmember Perdue made a motion to approve the Special Use Permit and the eight (8) conditions as presented.

Attorney Rohr suggested amending the motion to include Director Williams' reference to adopt Staff's Finding of Facts and Property Standards and also informed Council they could accept and include the entire (FAA) packet in the record as requested by Attorney Longest.

Amended Motion

Upon a motion by Councilmember Perdue, City Council voted 6 to 0 to adopt the Special Use Permit for property located at 2550 Hickory Boulevard for construction of a 165-foot monopole wireless communication tower and associated ground equipment, the eight (8) conditions listed above as requested and as recommended by City Staff and the Staff Report plus the complete the Federal Aviation Administration's (FAA) full report and the Federal Communication Commissions (FCC) report that are on file in the City Clerk's office as requested and as recommended.

ZONING ORDINANCE AMENDMENT; CULTURAL & COMMUNITY FACILITIES, CHURCHES, SYNAGOGUES, MOSQUES:

- E. Zoning Ordinance Amendment: A public hearing was 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.

The Planning Board has reviewed and supports the zoning ordinance amendment.

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

Hannah Williams, Planning Director, addressed City Council and explained that this is a staff initiated amendment to keep our local ordinance in compliance with federal law – the Religious Land Use and Institutionalized Persons Act.

Director Williams stated the act has many parts, but the part the City is concerned with tonight is regarding treating religious and secular uses with similar land use impacts equally. As examples, Director Williams stated if you allow a restaurant in a zoning district, you must allow a soup

kitchen in that district. If you allow a movie theatre in a district, you must allow a church. This issue was discovered when a church in an industrial district was seeking to rebuild one of their buildings, and Planning Staff realized that churches/synagogues/religious assembly weren't allowed in industrial. A church can continue to exist but not improve unless it's in compliance with zoning. This is a further issue because the zoning code currently allows a movie theatre in industrial.

A copy of the Zoning Amendment Ordinance is attached to these minutes as information.

There being no further public participation, Mayor Gibbons closed the public hearing and asked Council for action.

Upon a motion by Councilmember Beal, City Council voted 6 to 0 to adopt the zoning ordinance amendment to include "Cultural and Community Facilities, Churches, Synagogues, Mosques" by right in industrial districts, and as based on the consistency statement listed above and as recommended by City Staff.

ZONING ORDINANCE AMENDMENT; BEACH BINGO:

F. Zoning Ordinance Amendment; Beach Bingo: A public hearing was held to consider a proposed Zoning Ordinance Amendment permitting Beach Bingo as indoor recreation. 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. In addition, N.C.G.S. §14-306.14 provides several statewide regulations on how beach bingo games can be operated.

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 (refer to a 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.

The Planning Board has reviewed and supports the proposed zoning amendment.

A copy of the Zoning Ordinance Amendment is attached to these minutes as information.

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

Planning Director Williams stated the applicants have obtained a state license to operate Beach Bingo at their location of 312 Morganton Boulevard. Director Williams further referred to the Adult Gaming Ordinance that was adopted by Council in 2017, and was primarily intended to regulate internet sweepstakes and video machines. She noted that this type of gaming can attract unwanted behaviors and reiterated Ms. Moser and Ms. Dula's license is only to operate beach bingo.

Director Williams reported she researched the impacts of the proposed text amendment and the Planning Board reviewed the Lenoir police calls for service at locations where bingo games are held (Moose Lodge and American Legion.) These facilities have less than 5 calls for service over a period of 5 years.

Additionally, Director Williams stated a copy of the Adult Gaming Establishment ordinance is included in the agenda packet and also reported the Planning Board's review concluded that while the Adult Gaming Establishment ordinance is effective in regulating internet sweepstakes, lighter land use controls for bingo gaming is appropriate.

A copy of the revised Zoning Ordinance Amendment for Beach Bingo is attached to these minutes as information.

Ms. Rochelle Dula, 1481 Connelly Springs Road, addressed City Council and stated she decided to open the business because it fills her time and gives her something to do. Ms. Dula emphasized that it was a family type atmosphere with no alcohol or drugs being allowed. She further stated a lot of their customers were senior citizens and remarked there was not any gambling allowed, only regular bingo games. Ms. Dula emphasized they were not a gaming place.

Ms. Tanya Dula, 417 Clearwater Circle, stated she works with children and this is a nice place to visit and relax after work. She respectfully asked City Council to approve the request.

City Attorney Rohr advised City Council to adopt an amended definition of Beach Bingo to read as "Beach Bingo: Bingo games which have prizes of a value no greater than the amount allowed under N.C.G.S. 14-309.6(6) or any other similar successor statute section."

Attorney Rohr informed Council that including the amended definition would help City Council with not having to amend the zoning ordinance amendment every time changes were made to the N.C.G.S. §14-309.6(6) or any other similar successor statute section.

Upon a motion by Councilmember Perkins, City Council voted 6 to 0 to adopt the Zoning Ordinance Amendment permitting Beach Bingo as indoor recreation. Beach Bingo is defined in N.C.G.S. §14-309.6(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. City Council also adopted the amended definition of Beach Bingo as described and underlined above and as suggested by City Attorney Rohr and City Staff.

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 long history of successful projects with the City of Lenoir. The contract amount for the selected options will be \$70,108.48. (A copy of the contract is attached to these minutes as information.)

- 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). (A copy of the Master Services Agreement is attached to these minutes as information.)
- 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. This purchase will ensure compliance with P25 Phase 2 Viper Radio requirements by the recognized deadline of July 1, 2025. (A copy of the purchasing request is attached to these minutes as information.)
- F. Purchase of K9s: Lenoir Police Department Staff recommends the purchase of (2) single purpose K9s at a cost of \$15,000.00 and (1) dual purpose police K9 at a cost of \$9,000.00 vendors High Drive K-9 and Cedar Creek Kennels. (A copy of the purchasing request is attached to these minutes as information.)
- G. Policy Addition – Personnel Resolution, Employee Handbook and a Resolution that prohibits the viewing of pornography on government networks and devices: Pursuant to House Bill 971/ N.C.G.S. §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. (A copy of the resolution is attached to these minutes as information.)
- 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. (A copy of the resolution is attached to these minutes as information.)
- 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. (A copy of the resolution is attached to these minutes as information.)

Upon a motion by Councilmember Thomas, City Council voted 6 to 0 to approve Items A through I on the Consent Agenda 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

CURBSIDE CHRISTMAS

TREE PICKUP: 1. Curbside Christmas tree pickup will begin the week of January 6 and end January 31, 2025.

LENOIR BUSINESS ADV.

BOARD: 2. The Lenoir Business Advisory Board will meet on Thursday, January 9 at 6:00 p.m. on third floor of City Hall.

CITY/COUNTY SERVICES

COMMITTEE: 3. The City/County Services Committee will meet on Monday, January 13 at noon at CCC&TI.

ECONOMIC DEVELOPMENT

ADV. COMMITTEE:

4. The Economic Development Advisory Committee will meet on Tuesday, January 14 at 8:15 a.m. at the J.E. Broyhill Civic Center.

LEAF PICKUP:

5. 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.

B. Items for Council Action

MINIMUM HOUSING ORDINANCE; 205 BRIXTON PLACE SW:

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.

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

City Manager Mr. Hildebran stated that photos of the violations were included in the agenda packet as information.

Upon a motion by Councilmember Perkins, City Council voted 6 to 0 to adopt the 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

VOTING DELEGATE; NCLM 2025-2026 BIENNIUM LEGISLATIVE GOALS:

A. City Council may designate Mayor Joe Gibbons to serve as the City of Lenoir's voting delegate for the North Carolina League Of Municipalities (NCLM) 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.

Following a brief discussion to designate the City's ten (10) legislative goals and upon a motion

by Mayor Pro-Tem Stevens, City Council voted 6 to 0 to designate Mayor Joe Gibbons as the voting delegate for the City of Lenoir and to accept the Council's ten (10 proposed legislative goals) as agreed upon by City Council.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

MLK CELEBRATION

& EVENTS: A. Councilmembers Crissy Thomas and Ike Perkins shared that a Martin Luther King Jr. (MLK) | celebration & events will be held at the MLK Recreation Center beginning on Saturday, January 18 with a breakfast with events ending on Monday, January 20. A MLK, Jr. Memory March is scheduled on Monday, January 20 beginning at 1:30 p.m. Participants will meet at the J.E. Broyhill Park – upper parking lot and march to the MLK, Jr. Center.

X. ADJOURNMENT

A. There being no further business, the meeting was adjourned at 7:10 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

BK 2125 PG 1963 - 1966 (4)

This document presented and filed:
01/13/2025 10:45:48 AM

Fee \$26.00



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

✓✓
**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;

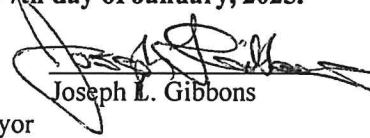
NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Lenoir, North Carolina:

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.

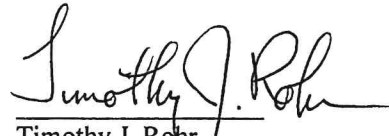
Adopted this the 7th day of January, 2025. Effective the 7th day of January, 2025.


Joseph L. Gibbons
Mayor

ATTEST:

APPROVED AS TO FORM:


Shirley M. Cannon
City Clerk


Timothy J. Rohr
City Attorney

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

BK 2078 PG 1806

DOC# 10082272

EXHIBIT A

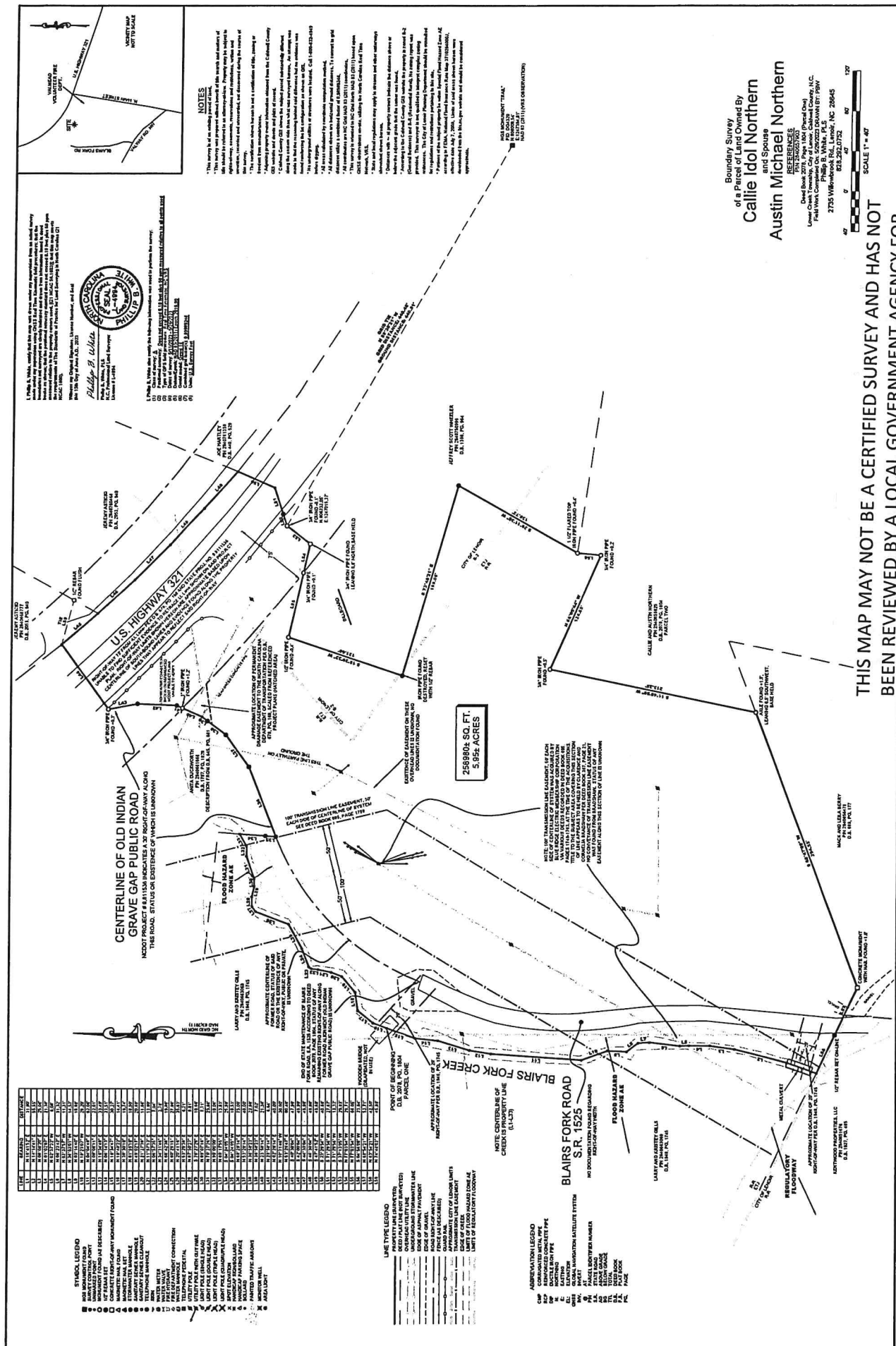
Carroll to Northern

Pp. 1 of 2

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 700), 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 32.69 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 49 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 95.00 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 1076, Page 156); thence adjoining the Wayne Wheeler Sr., property, South 29 degrees 10 minutes 51 seconds West 138.83 feet to a 1 1/4 inch existing iron pipe; thence South 04 degrees 32 minutes 25 seconds West 23.89 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 08 degrees 48 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.



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
G.S. 47 - 30

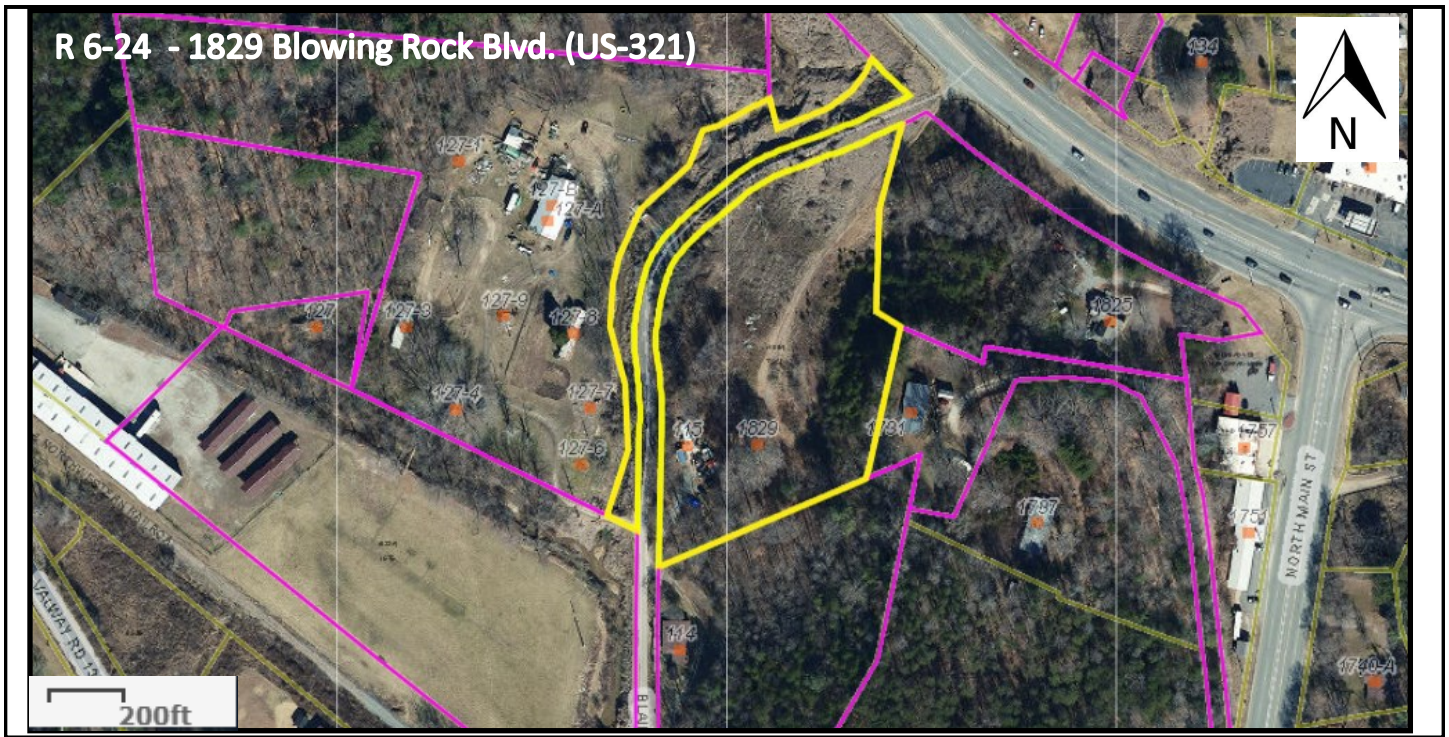


Staff Report

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):

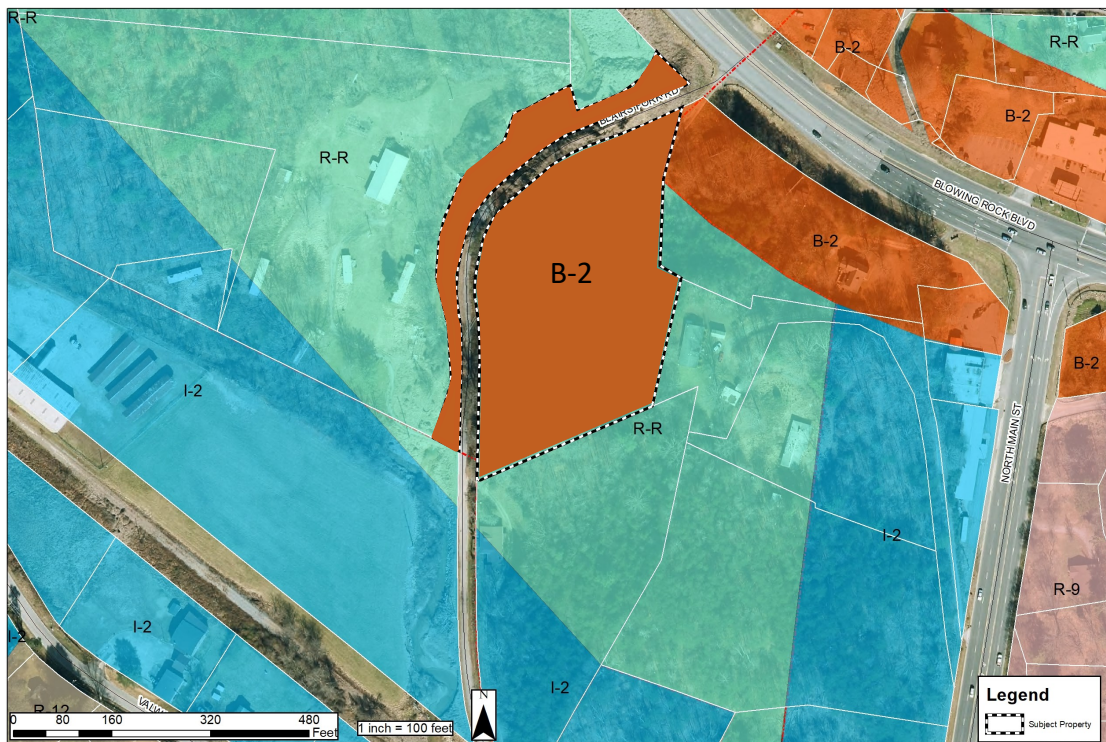
Scheduled for January 7, 2025.

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.

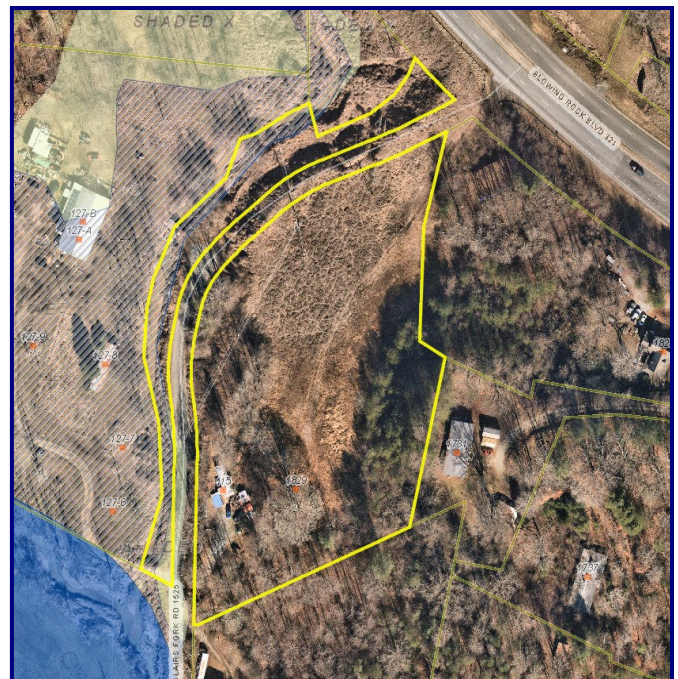
Intent of the Zoning Districts

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.

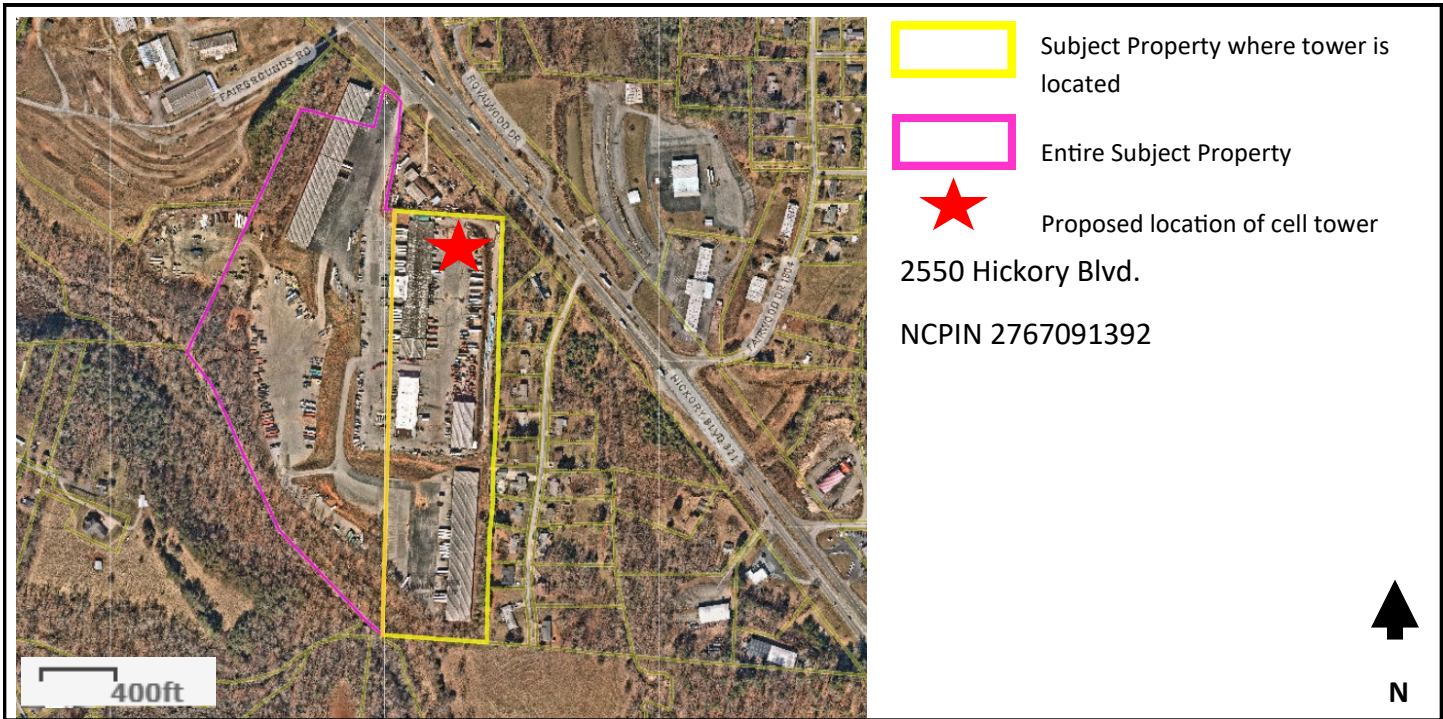


Staff Report

Special Use Permit

CASE NUMBER SUP #3-24

LOCATION MAP/AERIAL PHOTOGRAPH



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 or 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 public 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 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.

PLANNING BOARD RECOMMENDATIONS

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

ZONING MAP

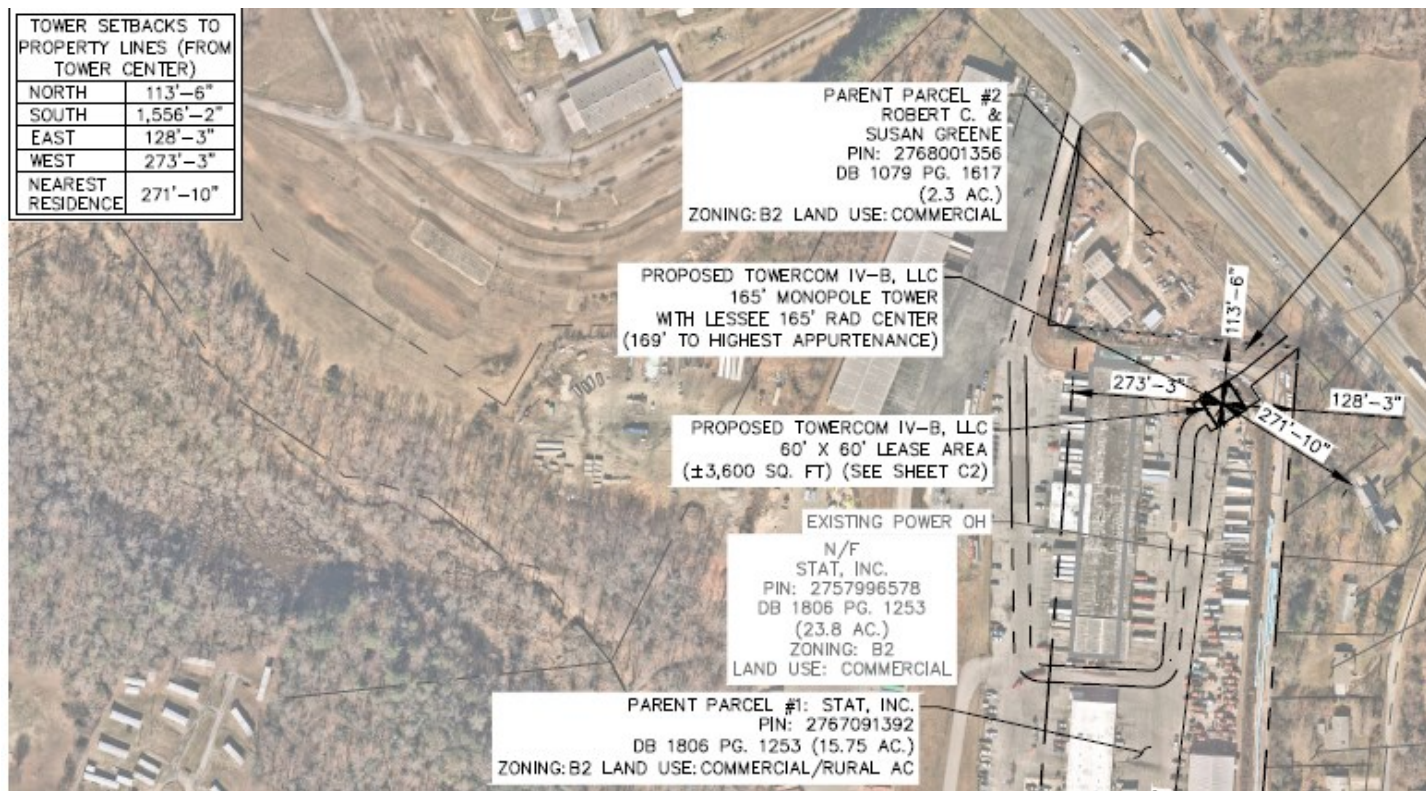
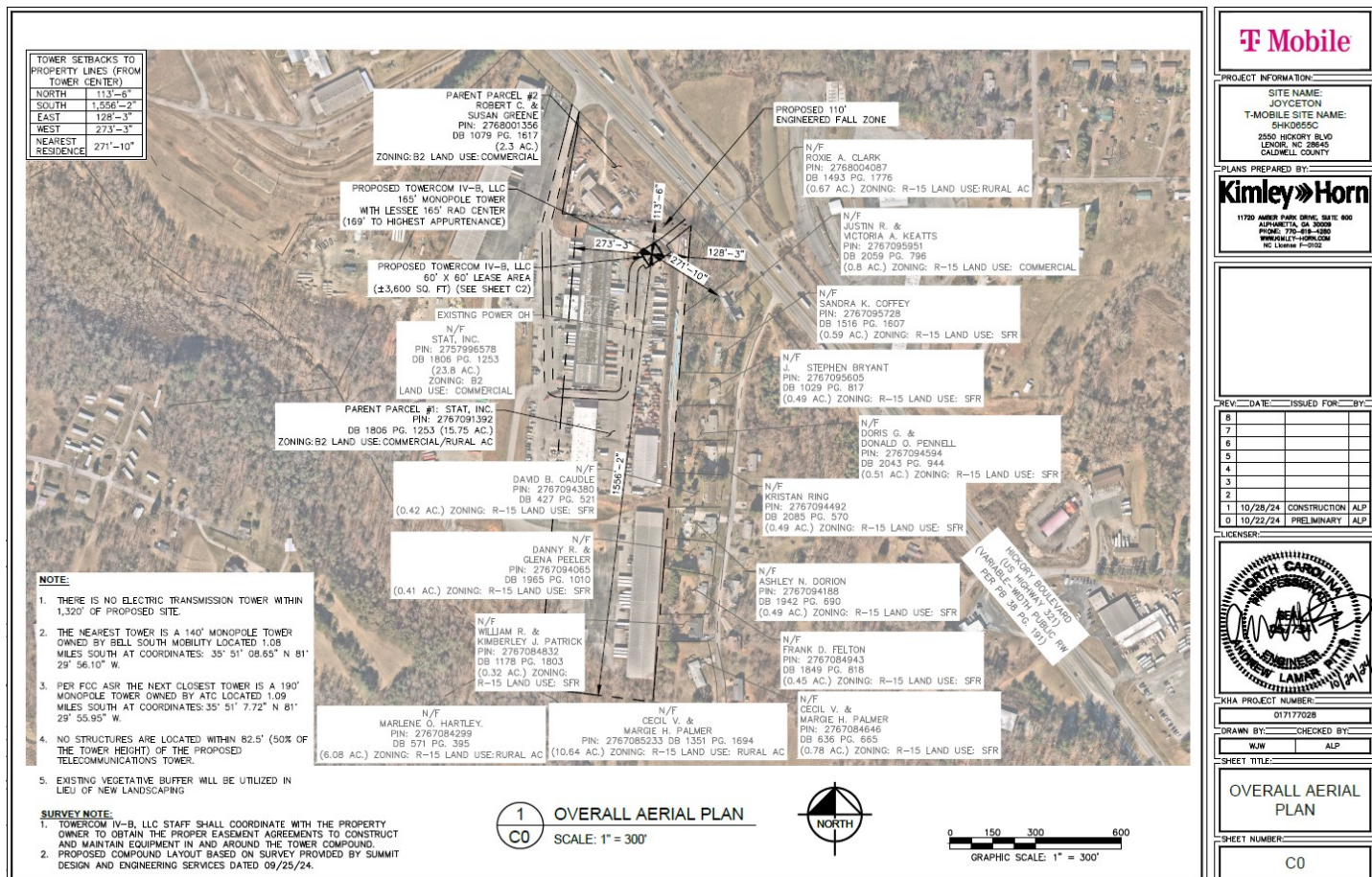


Development Standards in B-2 Zoning District

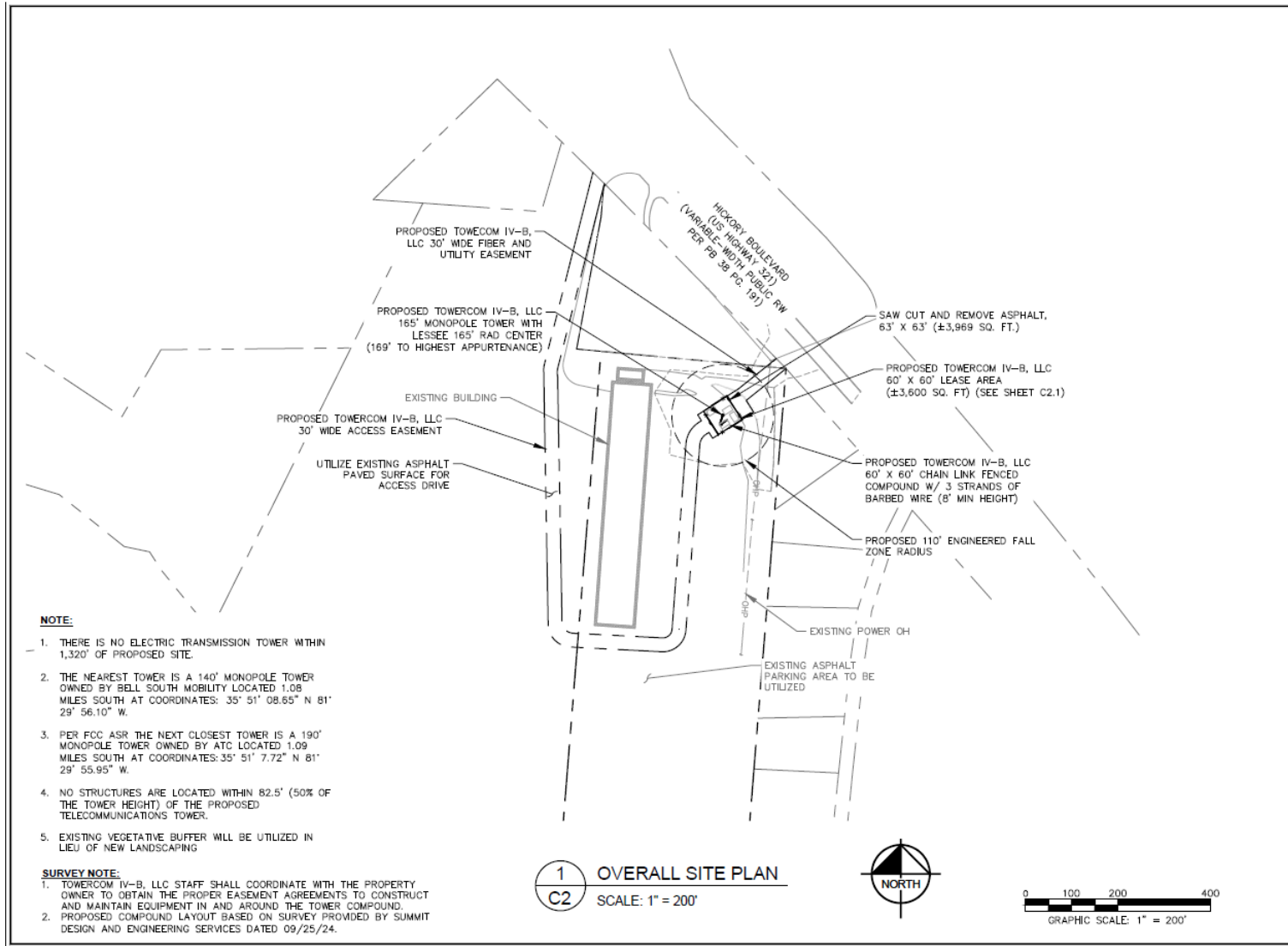
	Minimum Lot Size	Minimum Lot Width	Setbacks	Maximum Building Height	Uses
B-2 Zoning	None	None	Front: 35' from ROW Side: 15' Rear: 30' Note: setbacks for communication towers are 50% of tower height	65 ft. (1)	Wide range of commercial, retail, and professional services; range of special uses including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

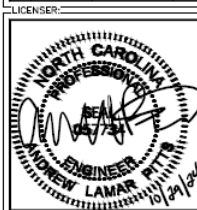


T Mobile

PROJECT INFORMATION:
SITE NAME:
JOYCETON
T-MOBILE SITE NAME:
5HK0655C
2550 HICKORY BLVD
LENOIR, NC 28643
CALDWELL COUNTY

PLANS PREPARED BY:
Kimley-Horn
11720 AMER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-818-4880
WWW.KIMLEY-HORN.COM
NC License P-9102

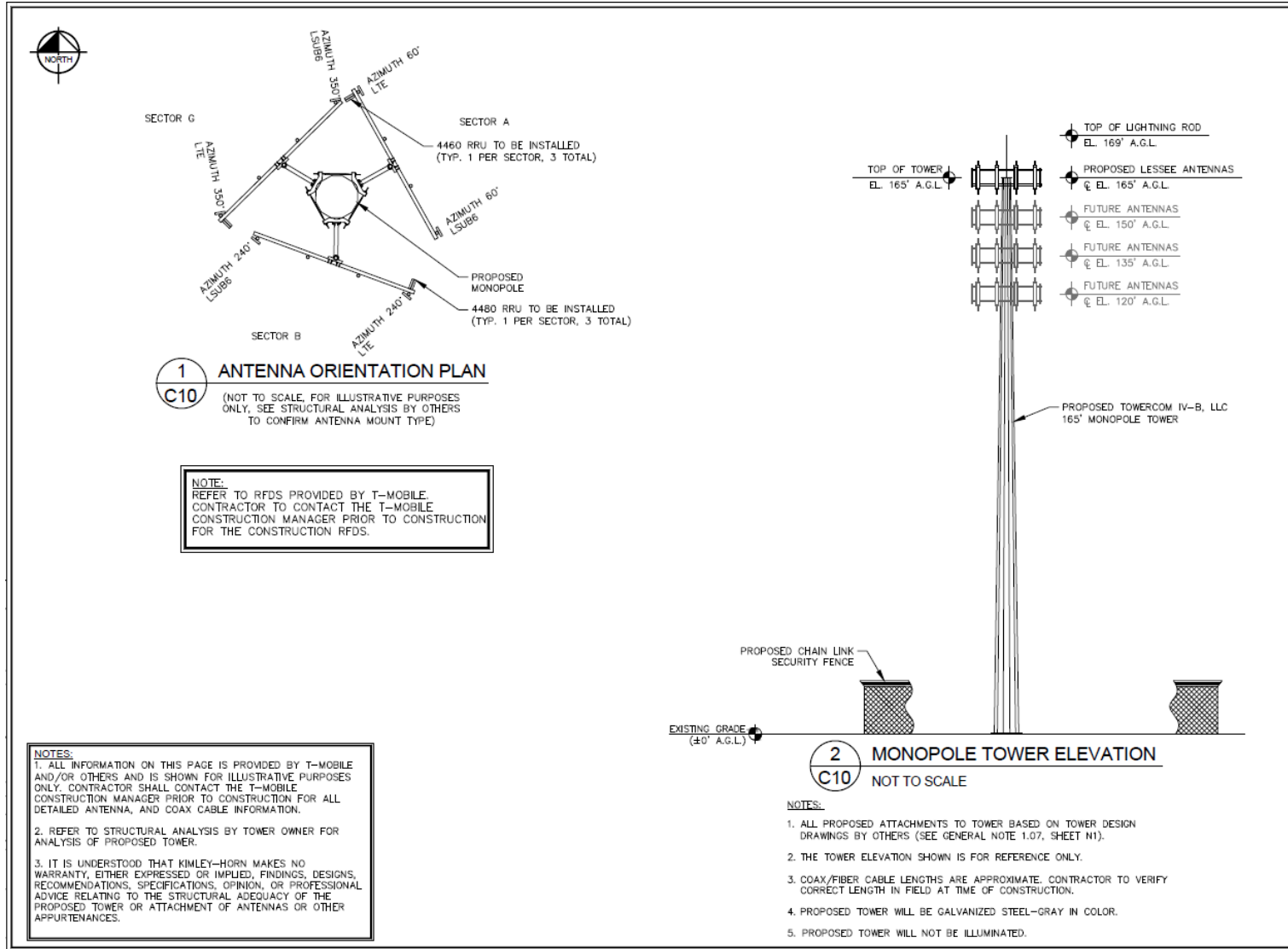
REV.	DATE	ISSUED FOR	BY
8			
7			
6			
5			
4			
3			
2			
1	10/28/24	CONSTRUCTION	ALP
0	10/22/24	PRELIMINARY	ALP



KHA PROJECT NUMBER:
017177028
DRAWN BY: WJW **CHECKED BY:** ALP
SHEET TITLE:

OVERALL SITE PLAN
SHEET NUMBER:
C2

TOWER ELEVATION SHOWING CO-LOCATION



T Mobile

PROJECT INFORMATION:
SITE NAME:
JOYCETON
T-MOBILE SITE NAME:
5HKB655C
2550 HICKORY BLVD
LENOIR, NC 28645
CALDWELL COUNTY

PLANS PREPARED BY:
Kimley-Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-618-4280
WWW.KIMLEY-HORN.COM
NC License P-9102

REV.	DATE	ISSUED FOR	BY
8			
7			
6			
5			
4			
3			
2			
1	10/28/24	CONSTRUCTION	ALP
0	10/22/24	PRELIMINARY	ALP

LICENSER:

FOR ILLUSTRATIVE PURPOSES ONLY- NO SIGNATURE REQUIRED

KHA PROJECT NUMBER:
017177028
DRAWN BY: WJW
CHECKED BY: ALP

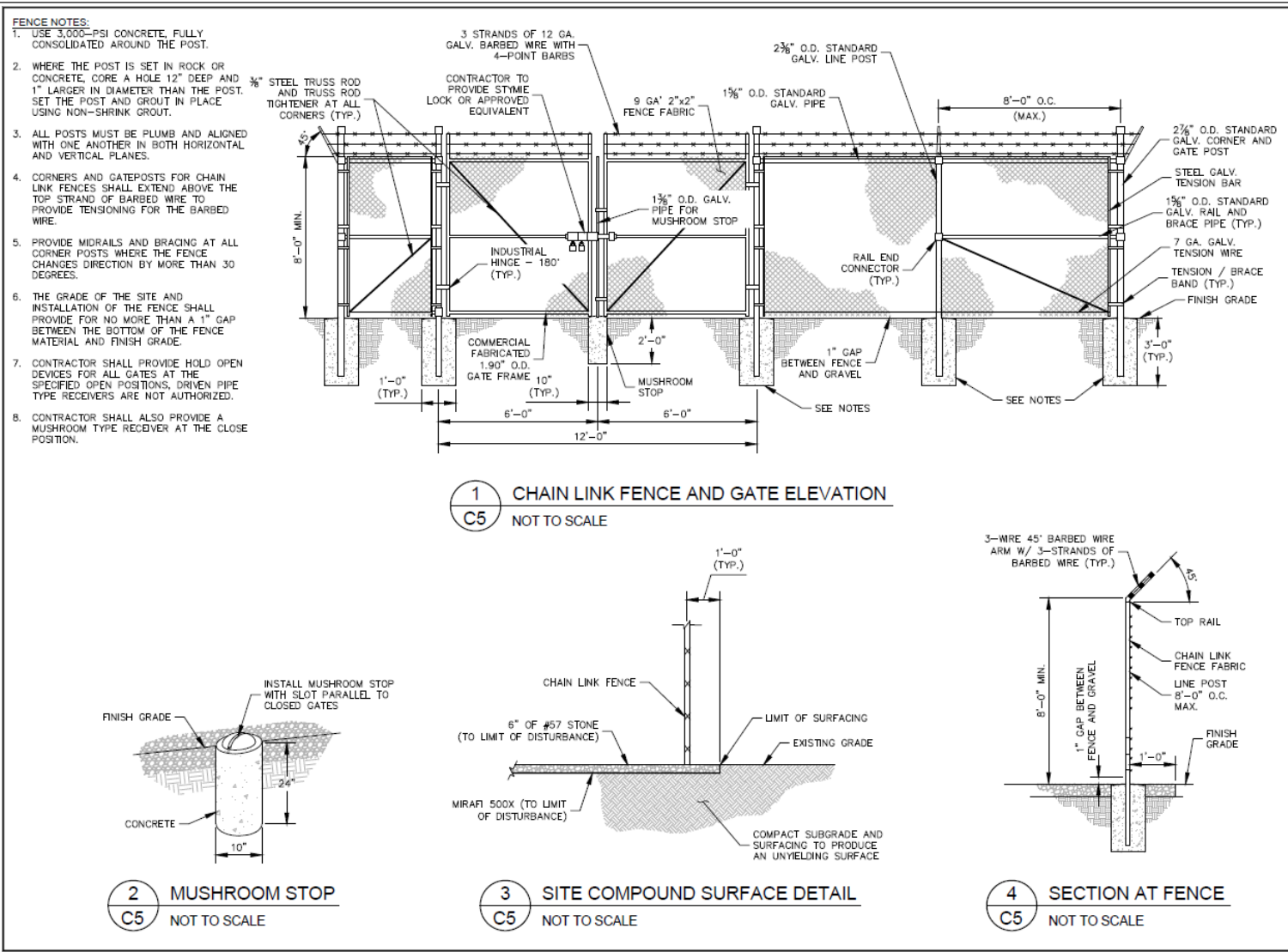
SHEET TITLE:
ANTENNA AND TOWER ELEVATION DETAILS

SHEET NUMBER:
C10

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ENCLOSURE DETAILS



Kimley-Horn

PROJECT INFORMATION:

SITE NAME:
JOYCETON

T-MOBILE SITE NAME:
5HK0855C

2550 HICKORY BLVD
LENOIR, NC 28645
CALDWELL COUNTY

PLANS PREPARED BY:

Kimley-Horn

11720 AMBER PARK DRIVE, SUITE 800
ALPHARETTA, GA 30009
PHONE: 770-418-4300
WWW.KIMLEY-HORN.COM
NC LICENSE #0032

REV. DATE ISSUED FOR BY:

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6		
5		
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3		
2		
1	10/28/24	CONSTRUCTION ALP
0	10/22/24	PRELIMINARY ALP

LICENSER:

NORTH CAROLINA PROFESSIONAL ENGINEER
ANDREW LAMAR #178
10/29/24

KHA PROJECT NUMBER:
017177028

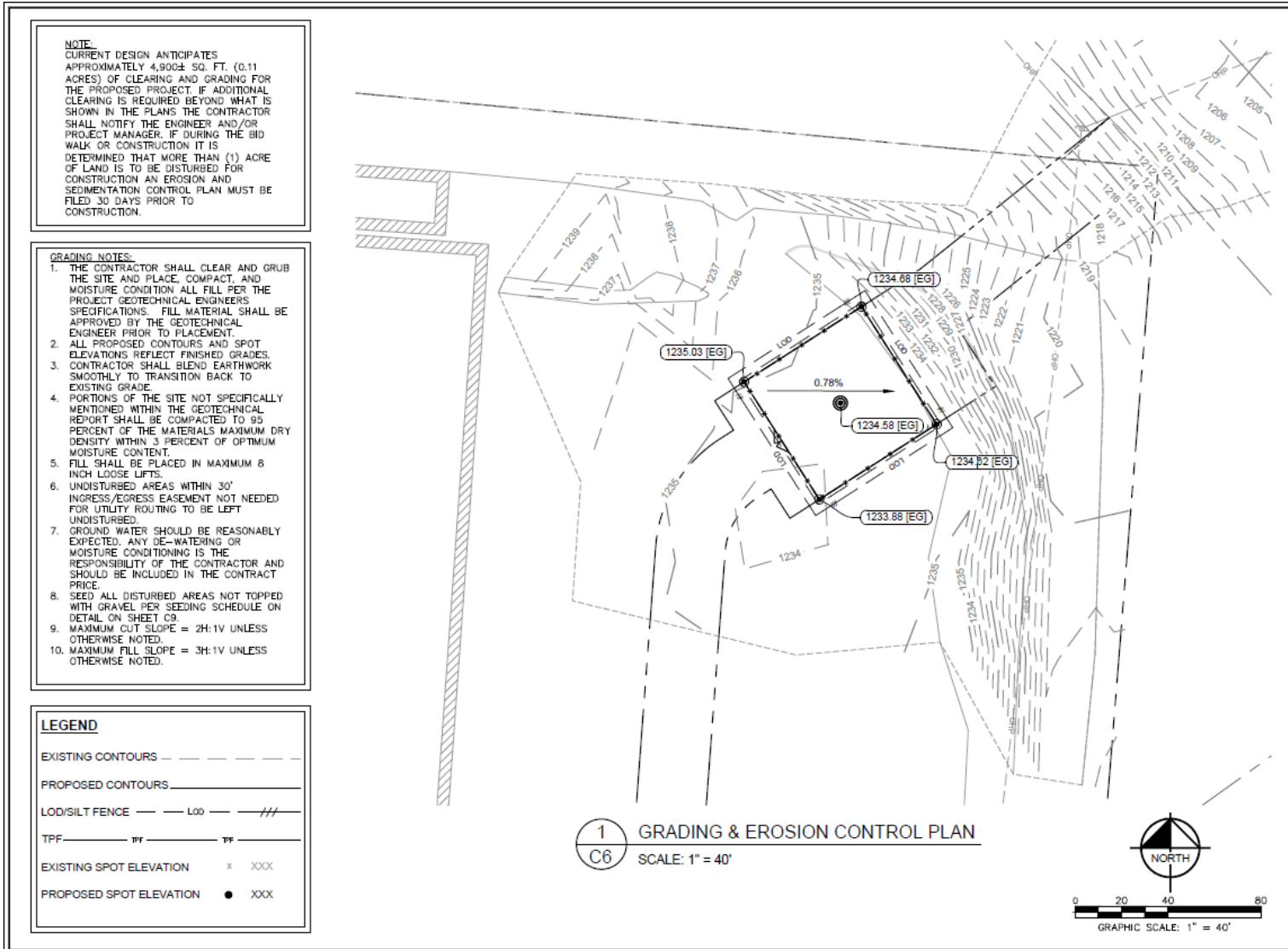
DRAWN BY: CHECKED BY:
WJW ALP

SHEET TITLE:
FENCE, GATE, AND COMPOUND DETAILS

SHEET NUMBER:
C5

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GRADING AND EROSION CONTROL PLAN



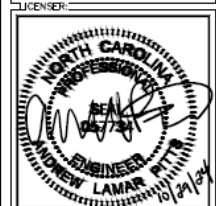
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T Mobile

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: 770-819-4380
WWW.KIMLEY-HORN.COM
NC License E-0152

REV.	DATE	ISSUED FOR	BY
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7			
6			
5			
4			
3			
2			
1	10/28/24	CONSTRUCTION	ALP
0	10/22/24	PRELIMINARY	ALP



DWA PROJECT NUMBER:
017177028

DRAWN BY: CHECKED BY:
W/JW 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 NIERIS 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-o 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 we TowerCom 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 Oblige, 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.

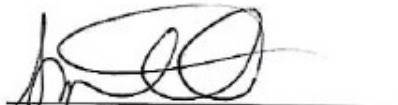
Whereas, the Principal has obtained written approval from the Oblige for the construction and erection of a wireless communication tower located at Joyceton, Hickory Blvd SW, Lenoir NC.

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 Oblige, 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:

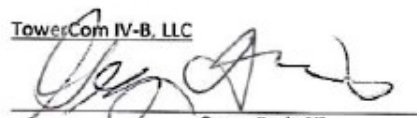
1. It shall be a condition precedent to any right of recover hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts of such default shall be, within Thirty (30) days, delivered to Surety at its Home Office located at:

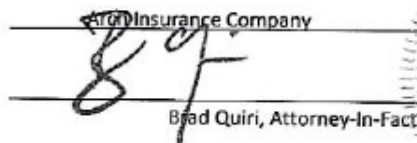
Arch Insurance Company
3286 N Mount Juliet Road
Mount Juliet, TN 37122
Phone: 770-519-5827
E-mail: wsiegfried@archinsurance.com
by registered mail to the Surety and the Surety shall not be obligated to perform Principal's obligation until sixty (60) days after Surety's receipt of such statement.
2. The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

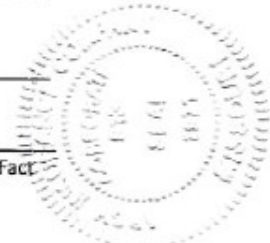
Signed, sealed, and witnessed this 28th day of October, 2024.


Witness


Witness Sarah Theusch, Admin

TowerCom IV-B, LLC

George Davis, VP

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.

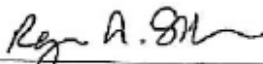
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect.

"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:

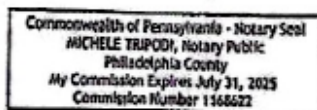
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and 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

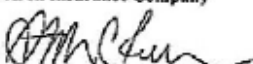

Regan A. Shulman, Secretary

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.



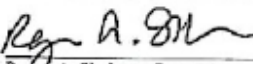
Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

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

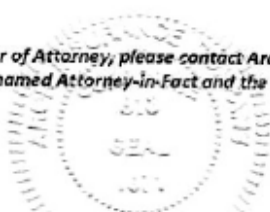
This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



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

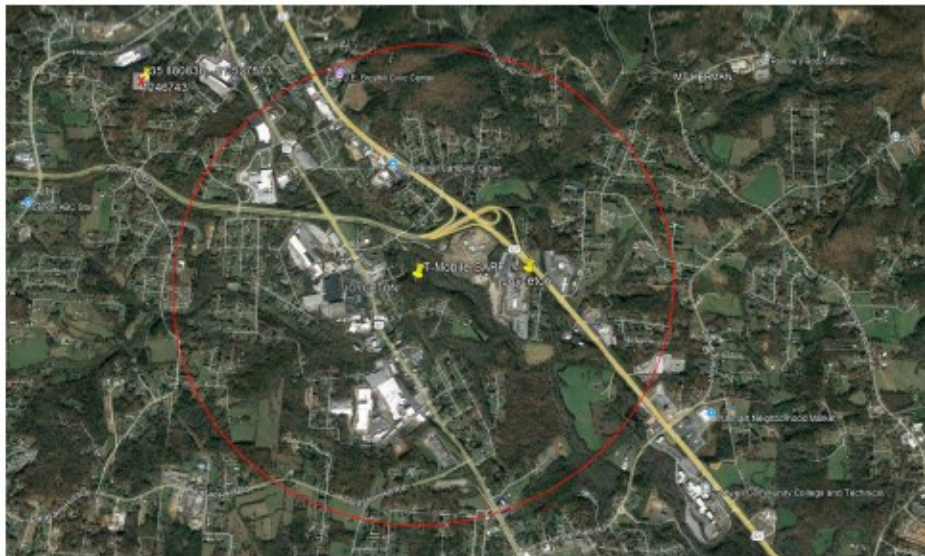
TowerCom submits this document to address alternative candidates it considered during its site selection process. T-Mobile has a specific search area in an area along Highway 321 and Southwest Boulevard with a requested antenna centerline of 160 ft.

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.

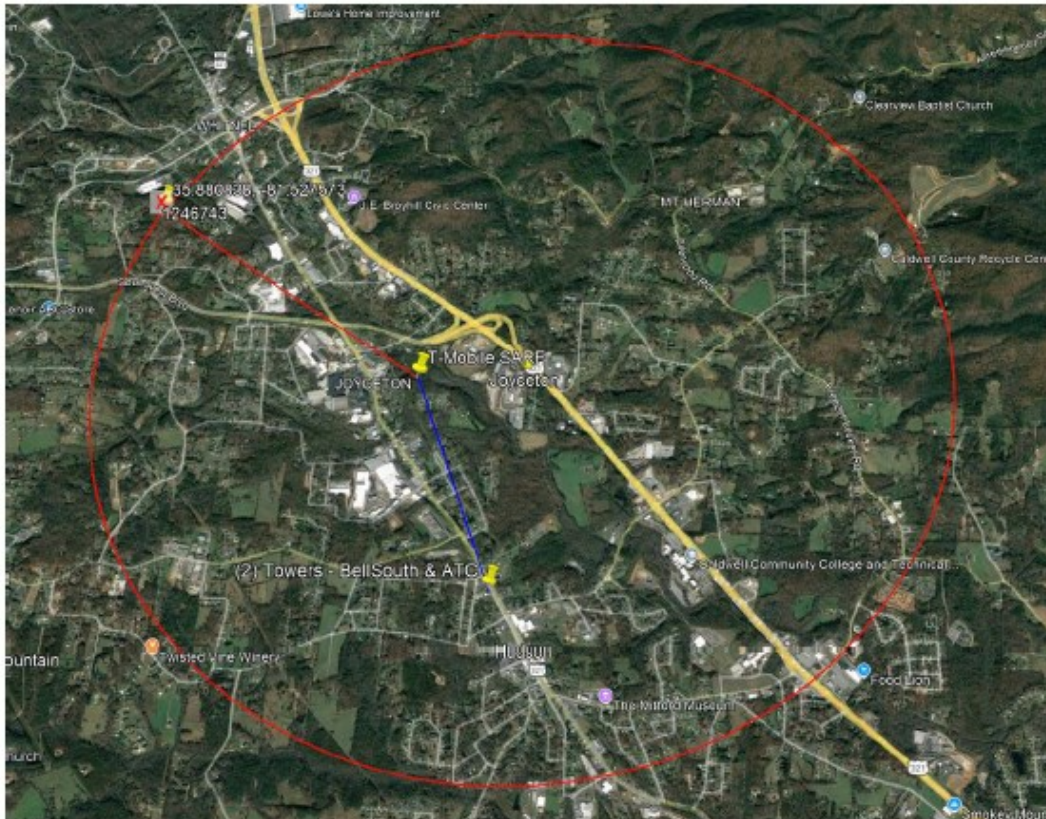


APPENDIX C: ALTERNATIVE CANDIDATE ANALYSIS



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

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APPENDIX D: AIRSPACE SAFETY SITE SPECIFIC EVALUATION



ASAC SITE SPECIFIC EVALUATION FOR

Site Name: Joycetown

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

Joycetown

9/27/2024

ASACSafety.com

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



**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		
	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)
NON RESIDENTIAL (1)																
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.]****

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

[Remainder of page intentionally left blank.]



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

Item	Description	Playworld			Barrs Recreation			Cunningham Recreation		
		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. Additional options are considered, if provided, but are not required.

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, ENGINEER grants OWNER a non-revocable license to use the deliverables in any manner it 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

ATTEST: _____
Shirley Cannon
City Clerk

By: _____
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



City of Lenoir Police



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IV. Reviewed by:

City Attorney: _____

Date: _____

City Manager: _____

Date: _____

Police Chief:  _____

Date: 12/31/2024

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 devices.

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 devices.

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 local⁹⁰ 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;

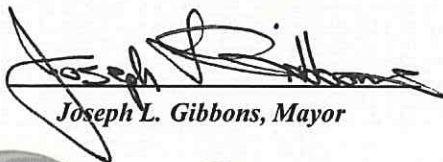
THAT, society and law enforcement has undergone many changes and challenges over the last 25 years, and Joe has stayed abreast through those changing trends to remain an effective leader, role model and mentor to all whom he meets;

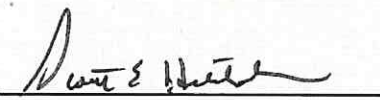
THAT, Corporal Lo has played an active, vital role in the community with a number of accolades in his personnel file showing his willingness to go above and beyond what is expected for the department, city, and community;

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 MANAGER
SCOTT E. WILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

RESOLUTION

WHEREAS, the City of Lenoir, North Carolina, City Council desires to dispose of certain surplus property of the City of Lenoir to be awarded to Corporal Yongla Joe Lo upon his retirement from the Lenoir Police Department and Declaring his badge and service weapon as Surplus Property.

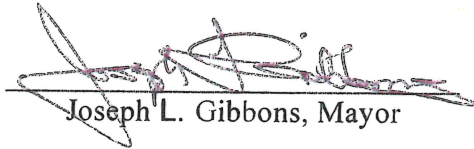
NOW, THEREFORE BE IT RESOLVED,

- 1) the Mayor and City Council of the City of Lenoir acknowledges Yongla Joe Lo's loyal and dedicated service to the citizens of Lenoir, and the Mayor and City Council 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)}
- 2) the Mayor and City Council authorize the City Manager to proceed with the procedures as outlined in N.C.G.S. §20-187.2 regarding the service side arms of retiring members of City law enforcement agencies.

NOW, THEREFORE BE IT FURTHER RESOLVED that, I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council and all the citizens, do hereby wish the very best for Corporal Yongla Joe Lo in his retirement and commend him for the outstanding example he has set as a dedicated public servant.

Adopted this the 7th day of January, 2025.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk



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.

BK 2125 PG 1967 - 1969 (3)

This document presented and filed:

01/13/2025 10:45:49 AM

Fee \$26.00



10102981

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

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.

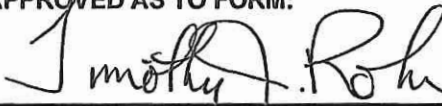
Adopted this the 7th day of January, 2025.


JOSEPH L. GIBBONS
MAYOR

ATTEST:


SHIRLEY M. CANNON
CITY CLERK

APPROVED AS TO FORM:


TIMOTHY J. ROHR
CITY ATTORNEY

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1951

SEAL

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.

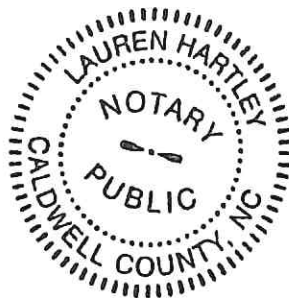
I swear that everything documented in this packet to be true and correct to the best of my information, knowledge, and belief

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 Exp. 8/16/26