AGENDA

CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, JANUARY 21, 2025
6:00 P.M.

I. CALL TO ORDER

A. Moment of Silence & Pledge of Allegiance

B. Special Recognition: On behalf of City Council, Mayor Gibbons will recognize and honor Deputy Fire Chief Kenny Nelson upon his 35 years of dedicated service to the City of Lenoir with a total of over 43 years in the fire service.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, January 7, 2025 as submitted.

B. Lenoir AFC Design Vendor Selection: Following a thorough review and evaluation of each Statement of Qualifications (SOQ), Staff recommends entering into contract negotiations with J.M. Cope, Inc. to provide Design-Build services for the 2022 PARTF Project – Lenoir Aquatic and Fitness Center Improvements. Cope's qualification package demonstrated the firm's experience with the design-build project delivery method, an experienced team with members offering specific, pertinent areas of expertise, a thorough understanding of the project scope, and a suitable approach to project management and adequate quality control programs necessary to perform the management and adequate quality control programs necessary to perform the work in a responsible manner. Additionally, J.M. Cope is appropriately licensed and insured, has financial capability to undertake the project, and is in good legal standing. Note: The firm's full submittal package has been included for reviewed.

C. FY2024-25 Audit Contract/Non-Contest Services – C. Randolph CPA PLLC/S: Request Council approve the FY2025 Annual Audit Contract for the City of Lenoir as submitted by C. Randolph CPA, PLLC to not exceed $45,000.00.

D. Resolution; Kenny Nelson: Approval of the resolution presented to Kenny Nelson in honor and recognition of his 35 years of dedicated and outstanding service to the City of Lenoir.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

1. The Planning Board will meet on Monday, January 27 at 5:30 p.m. at the City/County Chambers.

2. The Committee of the Whole will meet on Tuesday, January 28 at 8:30 a.m. at City Hall, Third Floor.
3. The Foothills Regional Airport Authority will meet on Wednesday, January 29 at noon at the airport facility.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

Resolution honoring Kenneth Dale Nelson

WHEREAS, Kenneth "Kenny" Dale Nelson started his fire service career in 1982 as a volunteer firefighter at Valmead Fire Department and started working at the City of Lenoir Fire Department in June 1990; and

WHEREAS, Chief Nelson served at Valmead Fire for 20 years earning the rank of Lieutenant and Captain and volunteered as a firefighter for five years at Sawmills Fire Department; and

WHEREAS, during his career at the Lenoir Fire Department, Chief Nelson held the positions of Firefighter, Driver Operator, Acting Officer, Second Lieutenant, Lieutenant, Captain, Training Officer, Battalion Chief, and Deputy Fire Chief, and in 2000, Chief Nelson was recognized as Firefighter of the Year for the City of Lenoir Fire Department; and

WHEREAS, during his time in the fire service, Chief Nelson taught fire, rescue, and EMS classes at Caldwell Community College & Technical Institute, and in 2015, Chief Nelson obtained his Associate Degree in Emergency Management from Caldwell Community College & Technical Institute; and

WHEREAS, in 2023, after the retirement of the previous Fire Chief, Chief Nelson stepped up to serve as Interim Fire Chief and successfully led the department from February to June of that year; and

WHEREAS, during his 43-year fire service career, Chief Nelson completed many state certifications including Firefighter 3, Fire Officer 3, Certified Fire Investigator, Fire Inspector 1, Fire and Life Safety Educator, and Technical Rescuer, and he obtained instructor qualifications in Firefighter I and II, Rapid Intervention Team, Live Burn, Emergency Vehicle Driver and Emergency Medical Technician; and

WHEREAS, Chief Nelson has been a model firefighter, an exceptional leader, and a humble servant to his fellow firefighters, residents, and the City of Lenoir. He has displayed the highest levels of integrity on and off the job, and he has always been willing to help the department, the City, his coworkers, and people in the community in any way he can; and

WHEREAS, Chief Nelson has announced his retirement from the Lenoir Fire Department as of January 31, 2025, ending his 34 and a half years of exemplary service to the City of Lenoir.

NOW THEREFORE BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor, on behalf of the City of Lenoir Council and all of our citizens, do hereby congratulate Kenny on his retirement and commend him for the example he has set as a dedicated public servant; and

BE IT FURTHER RESOLVED, that Council and I extend our sincere appreciation and deep gratitude for Kenny's faithful and outstanding service and many contributions to the betterment of the fire service in North Carolina and to the City of Lenoir.

THIS, the 21st day of January 2025.

SEAL

Joseph L. Gibbons, Mayor

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.

COMMENDED 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 that the amount allowed under N.C.G.S. 14-309.6(6) or any other similar successor statue 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
10102980
Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

JJ

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.**

4

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

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

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

Joseph L. Gibbons
Mayor

ATTEST:

Shirley M. Cannon
City Clerk

APPROVED AS TO FORM:

Timothy J. Rohr
City Attorney

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

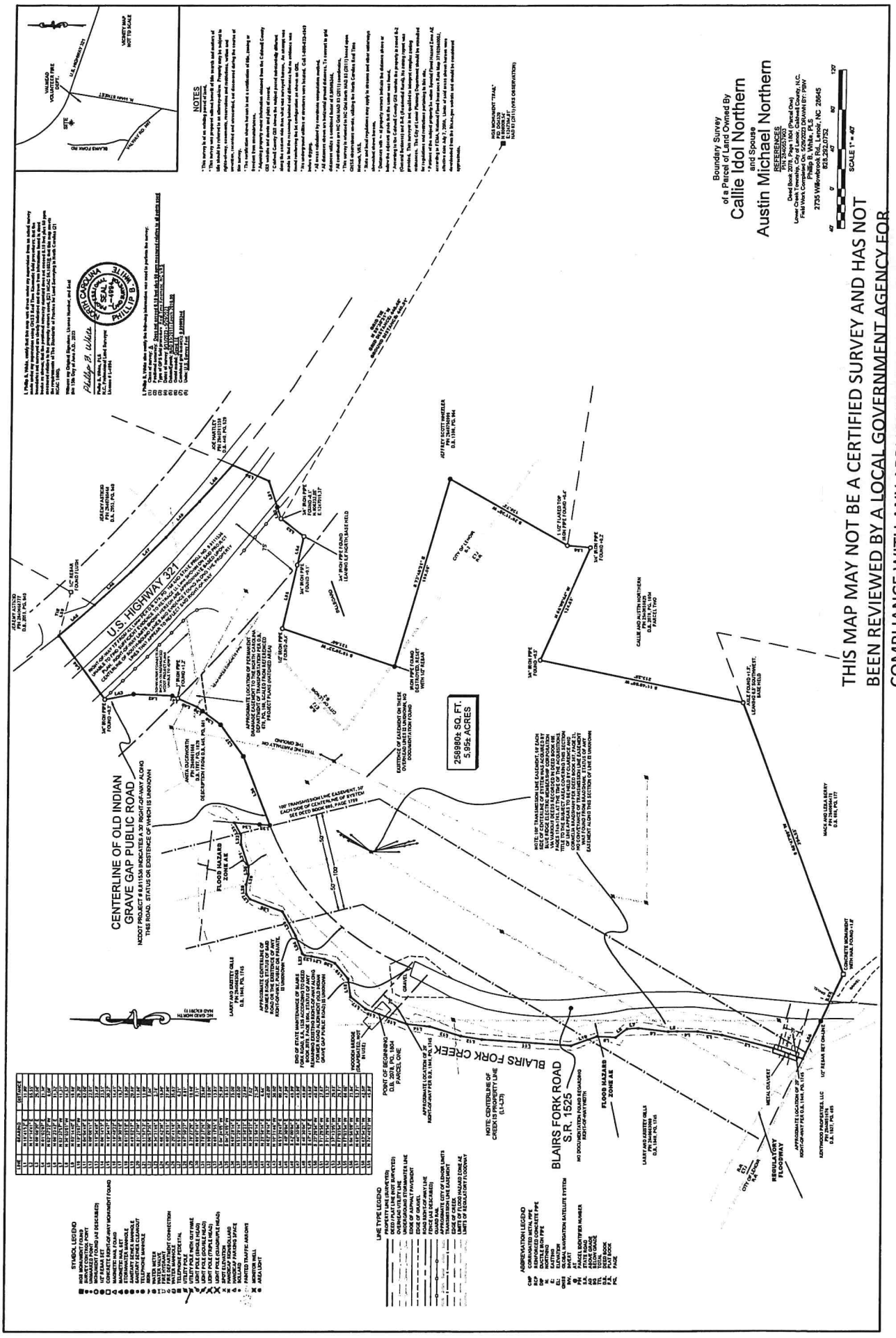
BK 2078 PG 1806 DOC# 10082272

EXHIBIT A
Carroll to Northern Pp. 1 of 2

PARCEL ONE: (5.988 ACRES-PARCEL ID: 09201 1 20; PIN: 2840.11 65 7903)
1829 Blowing Rock Blvd, Lenoir, NC

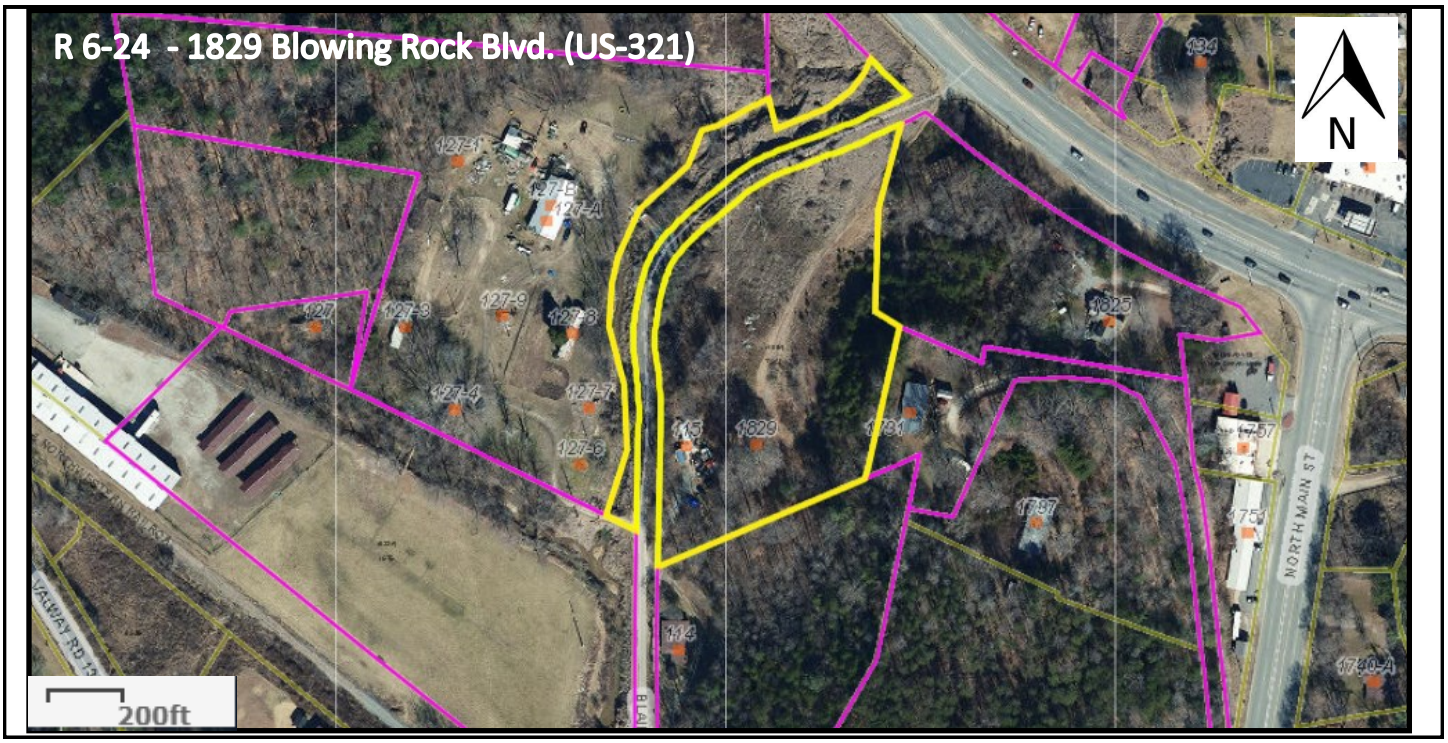
BEGINNING on a point in the centerline of a bridge crossing Blair's Fork Creek, said bridge leading from the end of state maintenance of Blair's Fork Road (SR1525) to the property of Stephen D. Icenhour (Book 1111, Page 706), said point being the intersection of the center line of a twenty foot right-of-way leading from SR 1525 to the property of Stephen D. Icenhour (said right of way being described in Book 1111 Page 706) thence proceeding from said beginning point and with the centerline of Blair's Fork Creek as follows: North 46 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 50.06 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 24 minutes 40 seconds West, passing a iron rod at 25.00 feet and continuing 32.59 feet for a total distance of 57.59 feet to a 3/4 inch new iron pipe; thence proceeding with the centerline of an old road and still adjoining the Anita Hartley property, North 68 degrees 28 minutes 49 seconds East 75.00 feet to a 3/4 inch new iron pipe; thence North 53 degrees 28 minutes 49 seconds East 40.00 feet to a point; thence North 36 degrees 58 minutes 53 minutes 49 seconds East 30.00 feet to a point; thence North 23 degrees 58 minutes 49 seconds East 28.00 feet to a point; thence North 02 degrees 28 minutes 49 seconds East 40.00 feet to a point; and North 10 degrees 31 minutes 11 seconds West 30.00 feet to a 3/4 inch new iron pipe located on the south side of U. S. Highway 321, South Bound lane; thence proceeding across U. S. Highway 321, North 53 degrees 28 minutes 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 96.00 feet to a 3/4 inch existing iron pipe; thence South 18 degrees 28 minutes 49 seconds West 121.70 feet to a 1 1/4 inch existing iron pipe; thence South 73 degrees 49 minutes 05 seconds East 198.22 feet to a hex rod, a common corner with the Wayne Wheeler, Sr., property (Book 1075, Page 156); thence adjoining the Wayne Wheeler Sr., property, South 29 degrees 10 minutes 51 seconds West 138.83 feet to a 1 ½ inch existing iron pipe; thence South 04 degrees 32 minutes 25 seconds West 23.69 feet to a 3/4 inch new iron pipe, a common corner with the Rodney H. Greene property (Book 909, Page 609); thence adjoining the Rodney H. Greene property for two (2) calls, North 86 degrees 12 minutes 35 seconds West 124.63 feet to a 3/4 inch new iron pipe; and South 11 degrees 47 minutes 25 seconds West 213.22 feet to an axle found in the Mack R. Berry (Book 686, Page 177) property; thence adjoining the northern boundary of Mack R. Berry, South 68 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 64.95 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 82.66 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, 0.466 acres within the right-of-way of SR 1525 and a net acreage of 4.822 acres as shown on a map entitled KATHY J. WALSH et al property, prepared by Western Carolina Surveyors, P.A., dated October 23, 1995.

Exhibit B


Boundary Survey
of a Parcel of Land Owned By
Callie Idol Northern
and Spouse
Austin Michael Northern
REFERENCES
PIN 2640023063
Deed Book 2078, Page 1804 (Parcel One)
Lower Creek Township, Caldwell County, N.C.
Field Work Completed On: 5/26/2023 DRAWN BY: PBW
Phillip B. White, PLS
2735 Willowbrook Rd., Lenoir, NC 28645
828.320.1722
SCALE 1" = 40'
U.S. HIGHWAY 321
CENTERLINE OF OLD INDIAN GRAVE GAP PUBLIC ROAD
NCDOT PROJECT # 8.811530 INDICATES A 30' RIGHT-OF-WAY ALONG THIS ROAD, STATUS OR EXISTENCE OF WHICH IS UNKNOWN
BLAIRS FORK ROAD S.R. 1525
BLAIRS FORK CREEK
258980± SQ. FT.
5.95± ACRES
POINT OF BEGINNING D.B. 2078, PG. 1804 PARCEL ONE
FLOOD HAZARD ZONE AE
REGULATORY FLOODWAY
NOTES
SYMBOL LEGEND
LINE TYPE LEGEND
ABBREVIATION LEGEND
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:

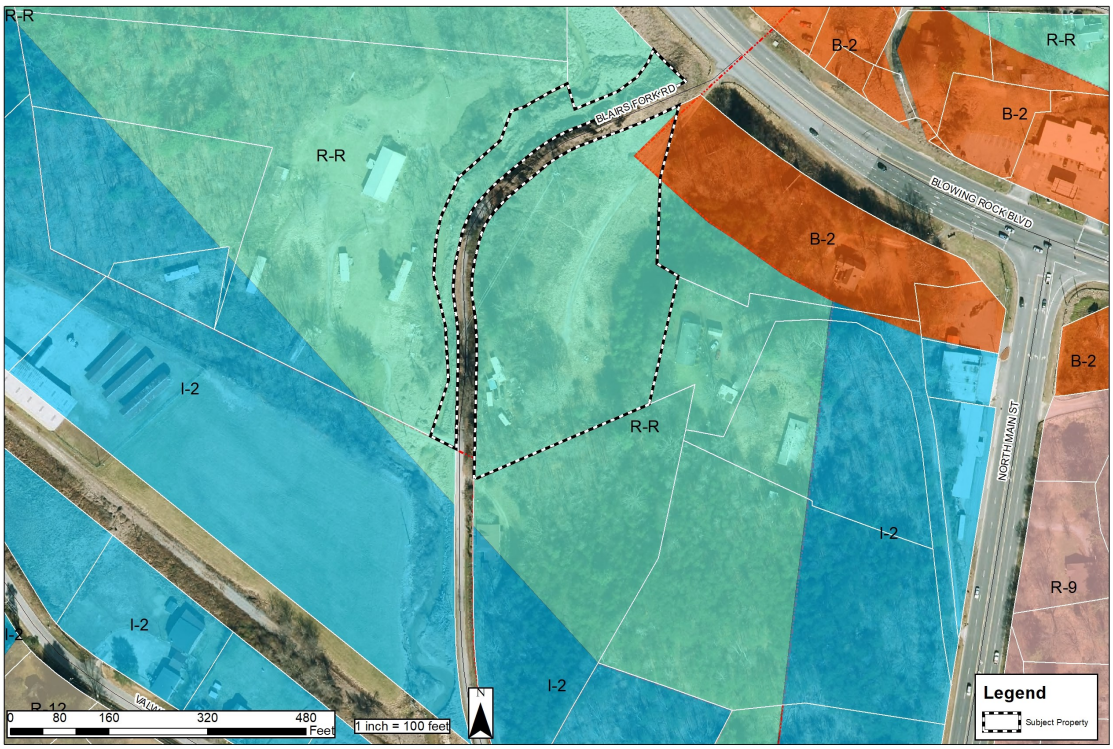
Applicant (Austin Northern) briefly spoke about potential plans for site.

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.

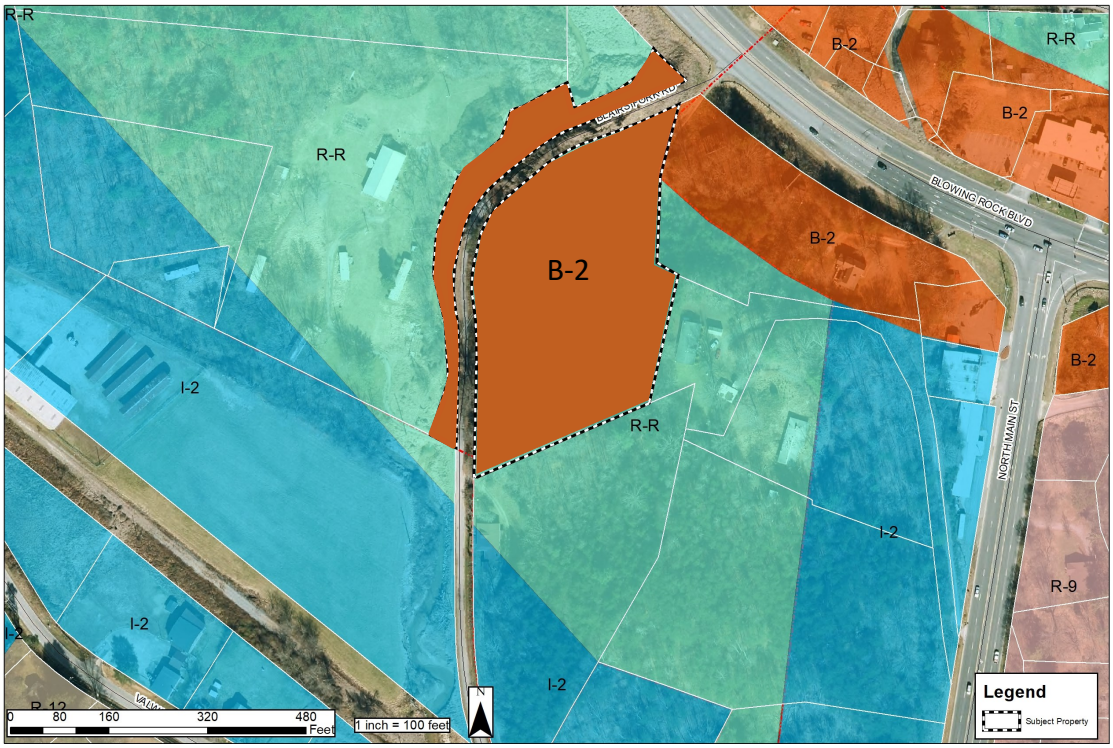
City Council (Public Hearing): Scheduled for January 7, 2025.

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.

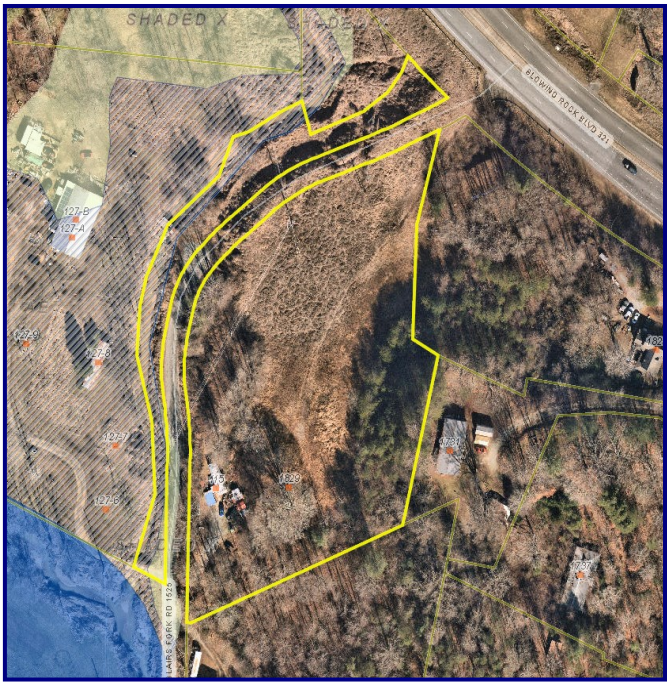
Intent of the Zoning Districts

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

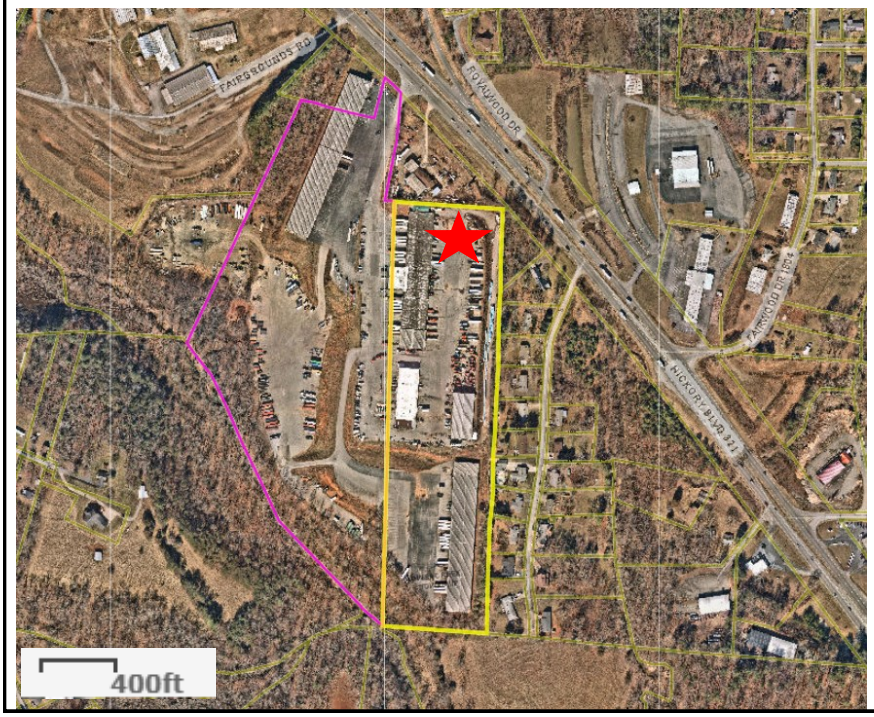
Planning board recommends approval of the request based on consistency statement and staff recommendations.

Staff Report

Special Use Permit

Case Number SUP #3-24

Location Map/Aerial Photograph



Subject Property where tower is located

Entire Subject Property

Proposed location of cell tower

2550 Hickory Blvd.

NCPIN 2767091392

N

Summary

Owner

STAT Inc.

Applicant

Jonathan Yates (TowerCom)

Location

2550 Hickory Blvd.

NC PIN

2758140788, 2767091392

Project Planners

Hannah Williams, AICP, CZO
Matt Duchan

Updated December 16, 2024

Applicant's Request:

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

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

Planning Board Recommendation:
Approval of the request.

Public Comment:

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

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

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

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

BACKGROUND

Intent of Special Use Permits

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

Communication Towers

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

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

Subject and Surrounding Properties

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

Intent of the Zoning District

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

Compliance with the City of Lenoir Zoning Code

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

STAFF ANALYSIS

Consistency with the Comprehensive Plan

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

Compatibility with Surrounding Uses

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

Vehicular Flow, Site Design & Parking

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

Private Property Justification

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

Architecture

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

Setbacks

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

FINDINGS

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

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

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

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

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

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

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

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

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

STANDARDS

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

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

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

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

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

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

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

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

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

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

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

STAFF RECOMMENDATIONS

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

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

PLANNING BOARD RECOMMENDATIONS

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

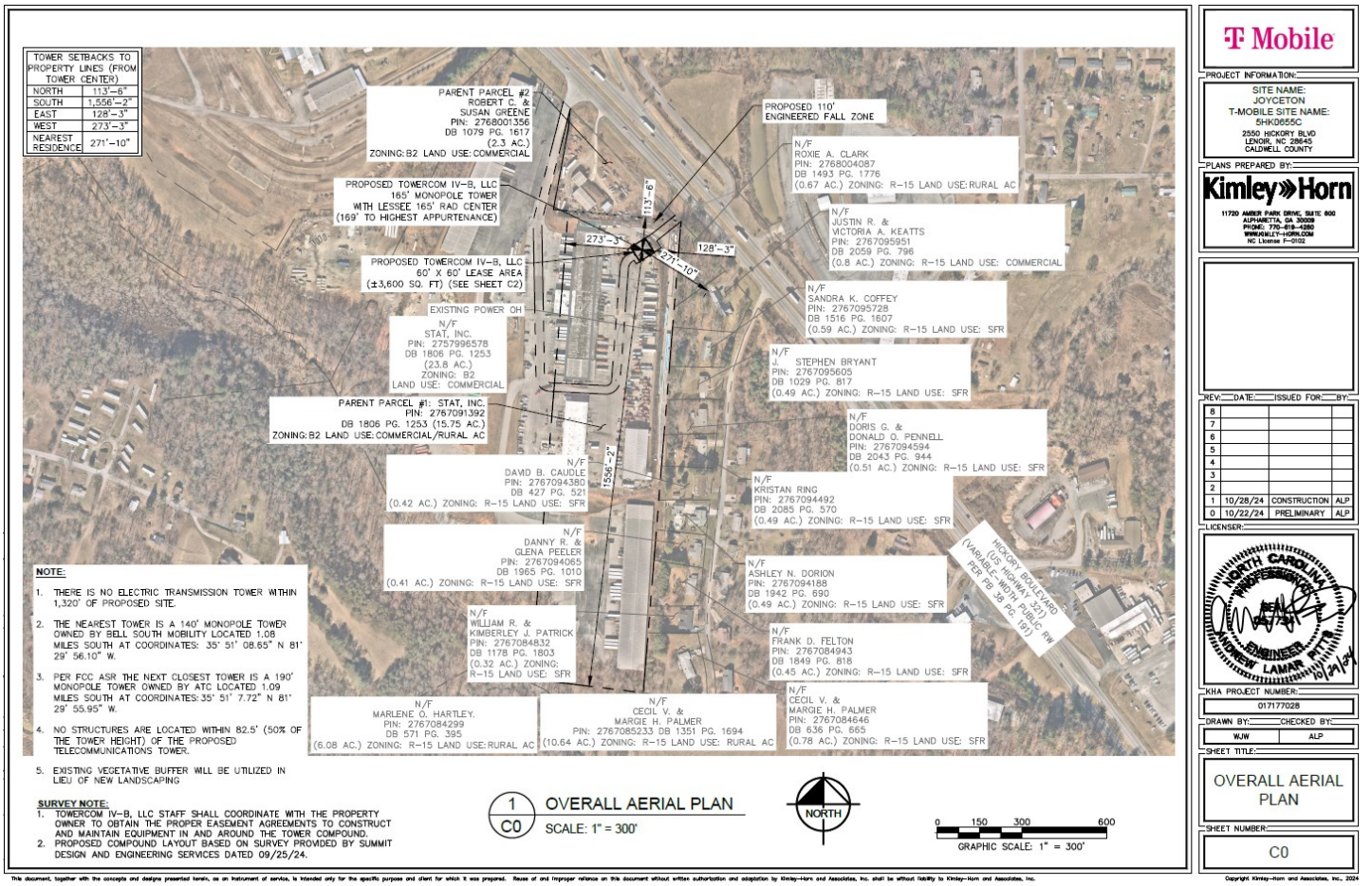
ZONING MAP

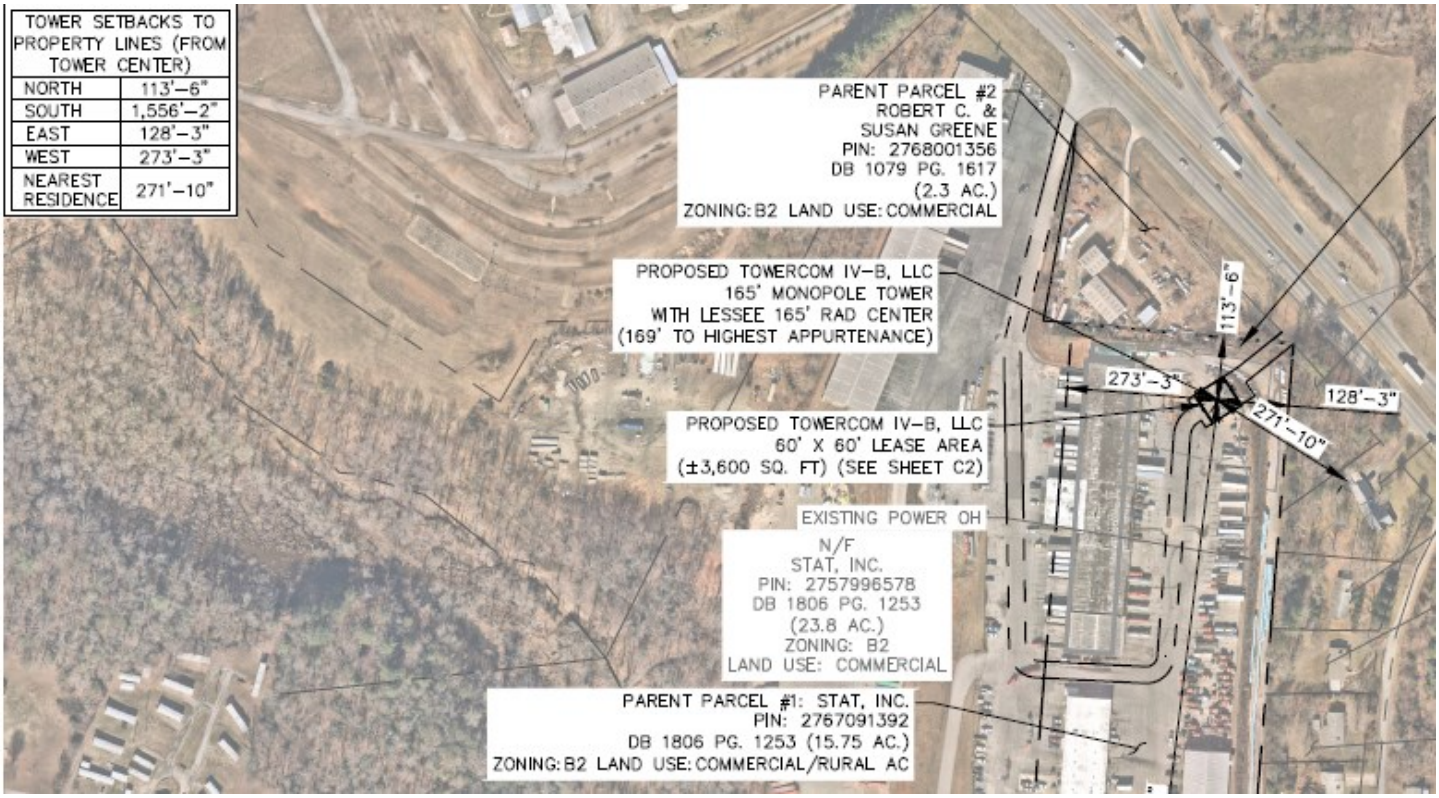


Development Standards in B-2 Zoning District					
	Minimum Lot Size	**Minimum Lot Width**	**Setbacks**	**Maximum Building Height**	**Uses**
B-2 Zoning	None	None	Front: 35' from ROW Side: 15' Rear: 30' Note: setbacks for communication towers are 50% of tower height	65 ft. (1)	Wide range of commercial,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

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

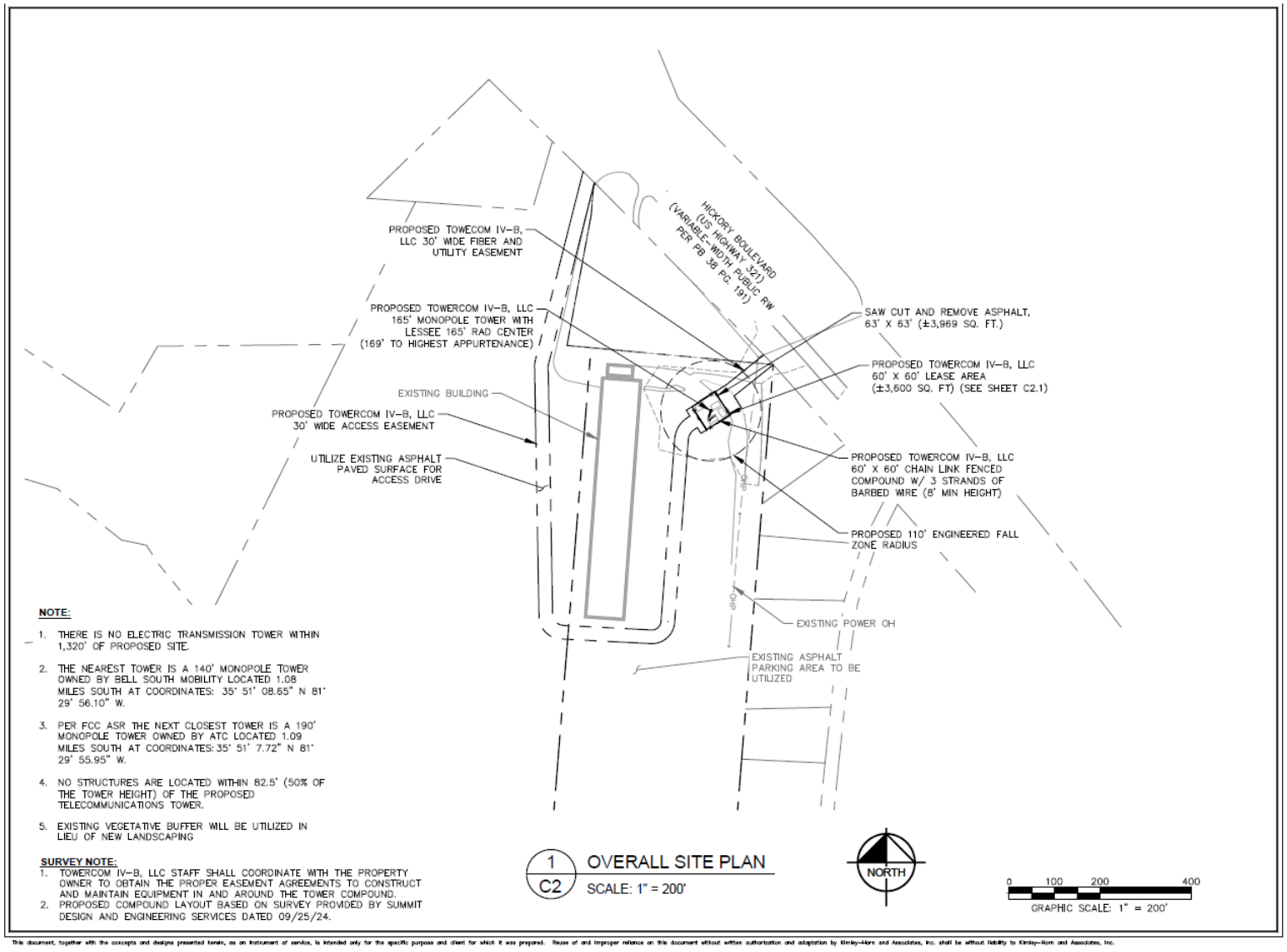
Overall Aerial Plan (Showing Setbacks)





SUP #3/24

OVERALL SITE PLAN



T-Mobile

PROJECT INFORMATION:

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

PLANS PREPARED BY:

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

REV:	DATE:	ISSUED FOR:	BY:
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2			
1	10/28/24	CONSTRUCTION	ALP
0	10/22/24	PRELIMINARY	ALP

LICENSER:

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 049734 ANDREW LAMAR PITTS 10/29/24

KHA PROJECT NUMBER:
017177028

DRAWN BY:	CHECKED BY:
WJW	ALP

SHEET TITLE:
OVERALL SITE PLAN

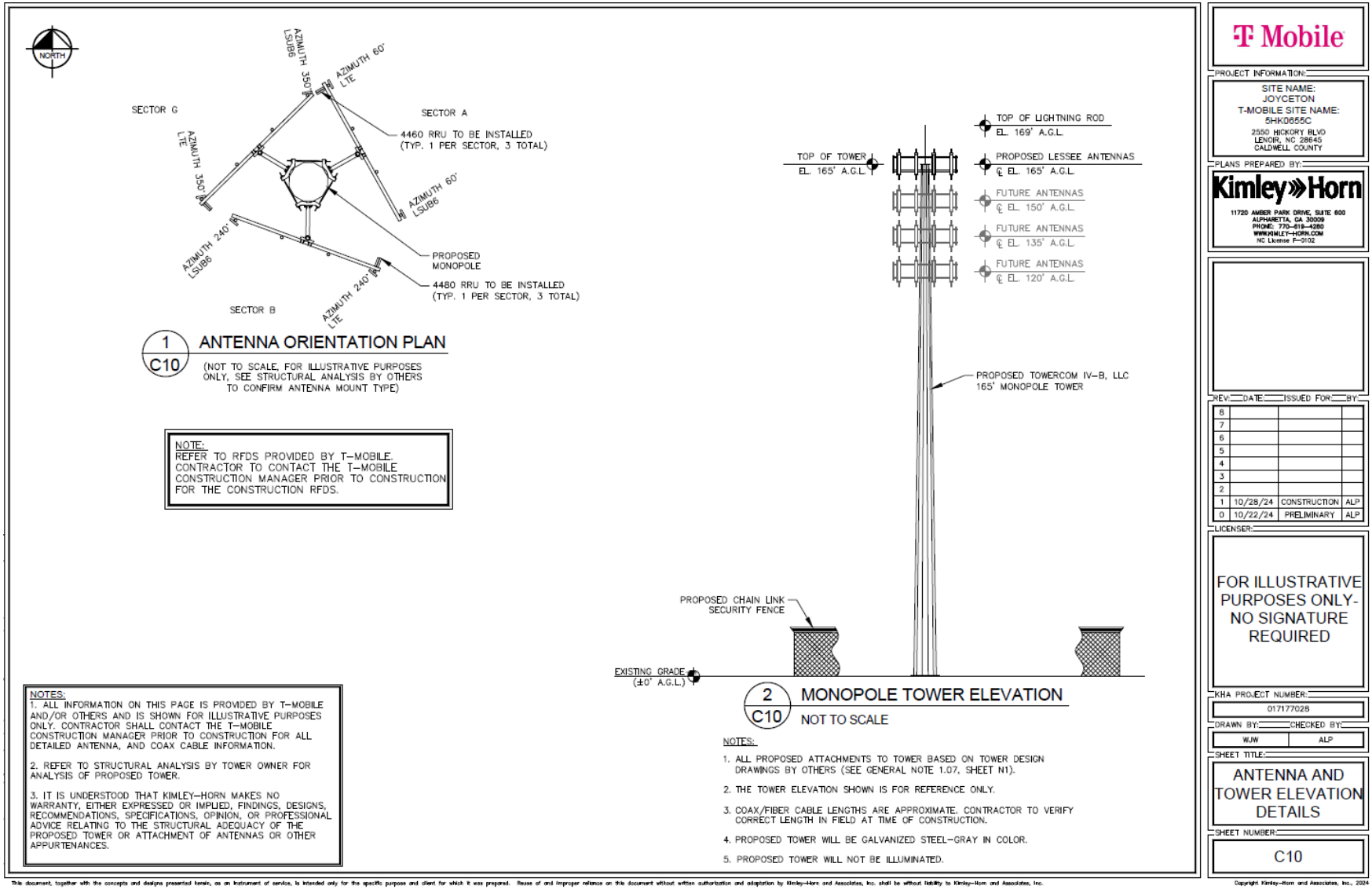
SHEET NUMBER:
C2

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SUP #3/24

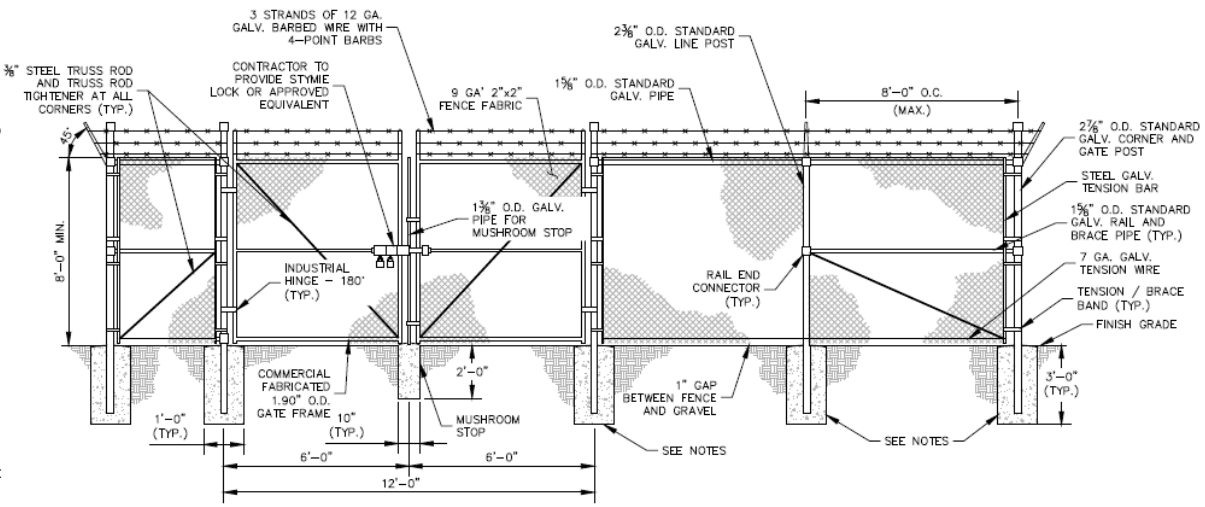
TOWER ELEVATION SHOWING CO-LOCATION



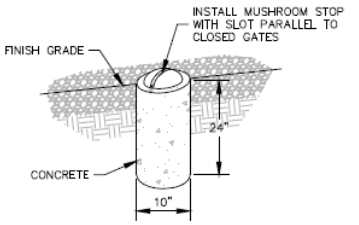
SUP #3/24

ENCLOSURE DETAILS

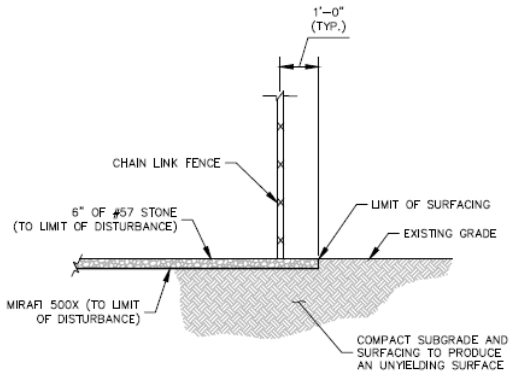
FENCE NOTES:
1. USE 3,000–PSI CONCRETE, FULLY CONSOLIDATED AROUND THE POST.
2. WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON–SHRINK GROUT.
3. ALL POSTS MUST BE PLUMB AND ALIGNED WITH ONE ANOTHER IN BOTH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



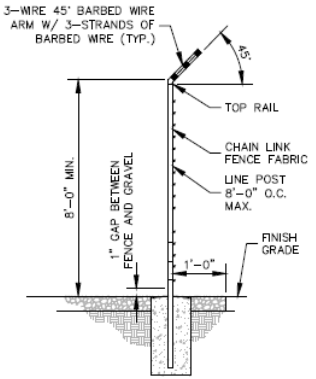
1 C5 CHAIN LINK FENCE AND GATE ELEVATION
NOT TO SCALE



2 C5 MUSHROOM STOP
NOT TO SCALE



3 C5 SITE COMPOUND SURFACE DETAIL
NOT TO SCALE



4 C5 SECTION AT FENCE
NOT TO SCALE

T-Mobile

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

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

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

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

KHA PROJECT NUMBER:
017177028

DRAWN BY:	CHECKED BY:
WJW	ALP

SHEET TITLE:
FENCE, GATE, AND COMPOUND DETAILS

SHEET NUMBER:
C5

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SUP #3/24

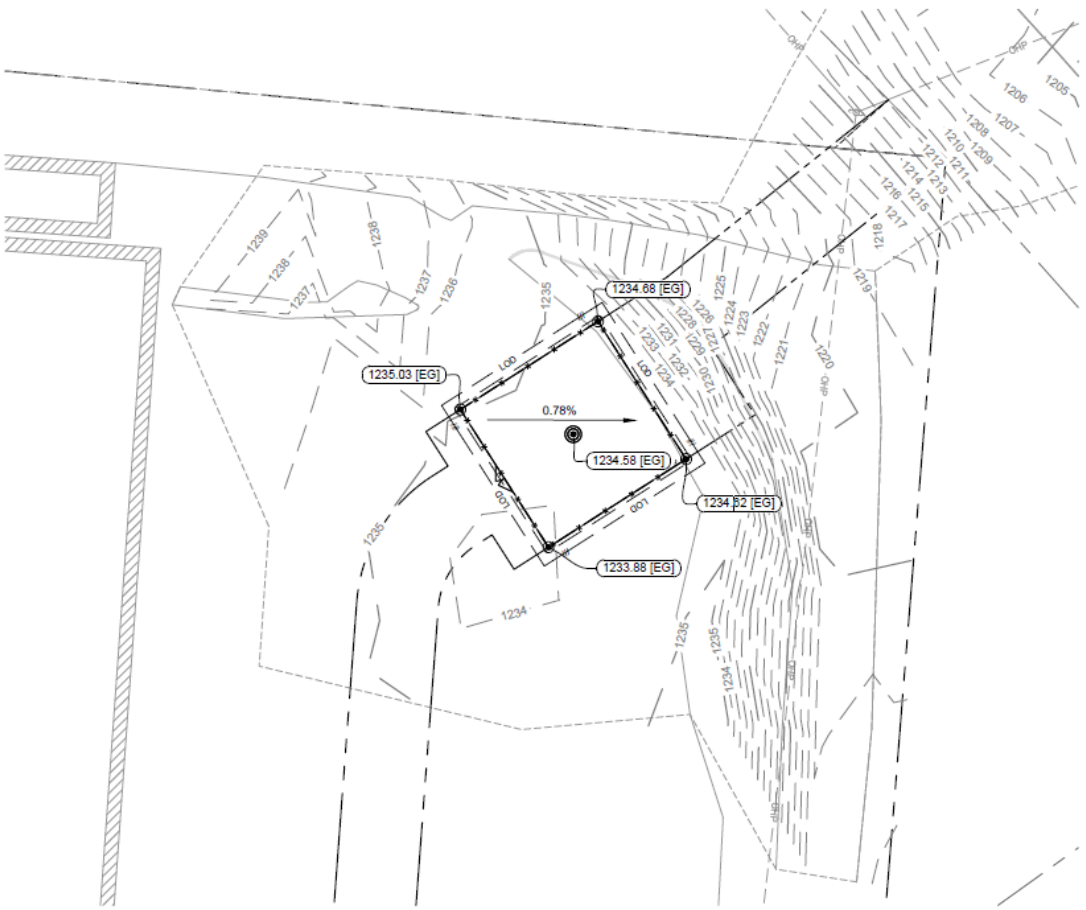
GRADING AND EROSION CONTROL PLAN

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

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

LEGEND

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



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

T-Mobile

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

PLANS PREPARED BY:
Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
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LICENSER:
NORTH CAROLINA PROFESSIONAL SEAL 047734 ENGINEER ANDREW LAMAR PITTS 10/29/24

KHA PROJECT NUMBER:
017177028

DRAWN BY:	CHECKED BY:
WJW	ALP

SHEET TITLE:
GRADING AND EROSION CONTROL PLAN

SHEET NUMBER:
C6

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EXISTING SITE PHOTO



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



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

APPENDIX A: APPLICANT'S RESPONSE TO SUP STANDARDS

(Ord. of 1-19-2021, § 8)

910 Communication Towers

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

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

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

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

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

APPENDIX A: APPLICANT'S RESPONSE TO SUP STANDARDS

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

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

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

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

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

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

APPENDIX A: APPLICANT'S RESPONSE TO SUP STANDARDS

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

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

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

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

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

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

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

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

APPENDIX A: APPLICANT'S RESPONSE TO SUP STANDARDS

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

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

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

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

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

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

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

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

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

APPENDIX A: APPLICANT'S RESPONSE TO SUP STANDARDS

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

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

Applicant accepts and acknowledges this provision.

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

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

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

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

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

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

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

Applicant accepts and acknowledges this provision.

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

APPENDIX A: APPLICANT'S RESPONSE TO SUP STANDARDS

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

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

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

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

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

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

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

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

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

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

Thank you so much for all your help with this.

With warmest regards, I am

Very truly yours,

Jonathan L. Yates

APPENDIX B: TOWER REMOVAL BOND

Bond Number:_ SU1204365

Tower Removal Bond

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

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

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

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

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

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

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

Witness

TowerCom IV-B, LLC
George Davis, VP

Witness Sarah Theusch, Admin

Arch Insurance Company
Brad Quiri, Attorney-In-Fact

APPENDIX B: TOWER REMOVAL BOND

POWER OF ATTORNEY

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

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

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

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

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

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

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

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971 Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

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

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

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

CERTIFICATION

I, **Regan A. Shulman,** Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated January 3, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 28th day of October, 20 24.

Regan A. Shulman, Secretary

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

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

Arch Insurance Company
CORPORATE SEAL 1971 Missouri

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

APPENDIX C: ALTERNATIVE CANDIDATE ANALYSIS

October 28, 2024

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

Alternative Candidate Analysis

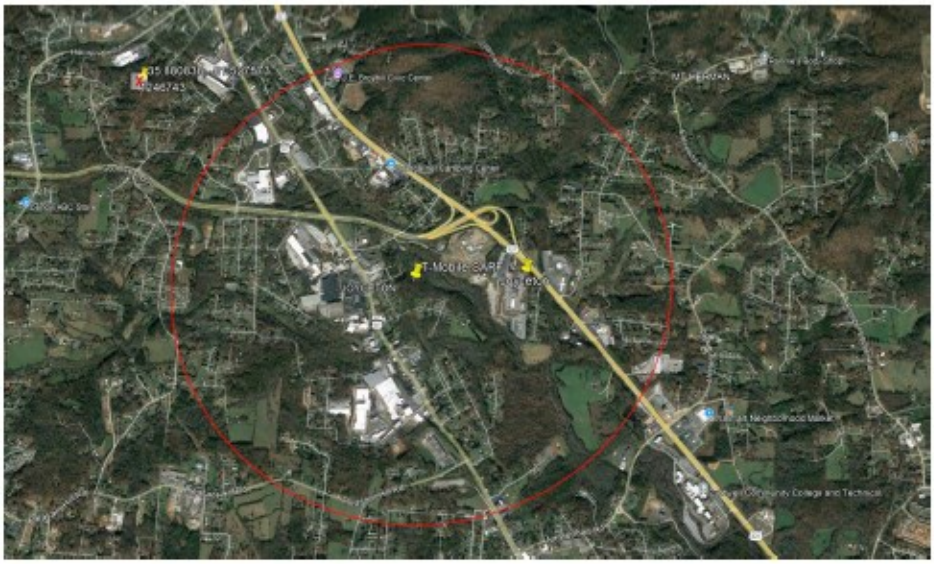
TowerCom submits this document to address alternative candidates it considered during its site selection process. T-Mobile has a specific search area in an area along Highway 321 and Southwest Boulevard with a requested antenna centerline of 160 ft.

City Property in the Search Area

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

Existing Structures in the Search Area

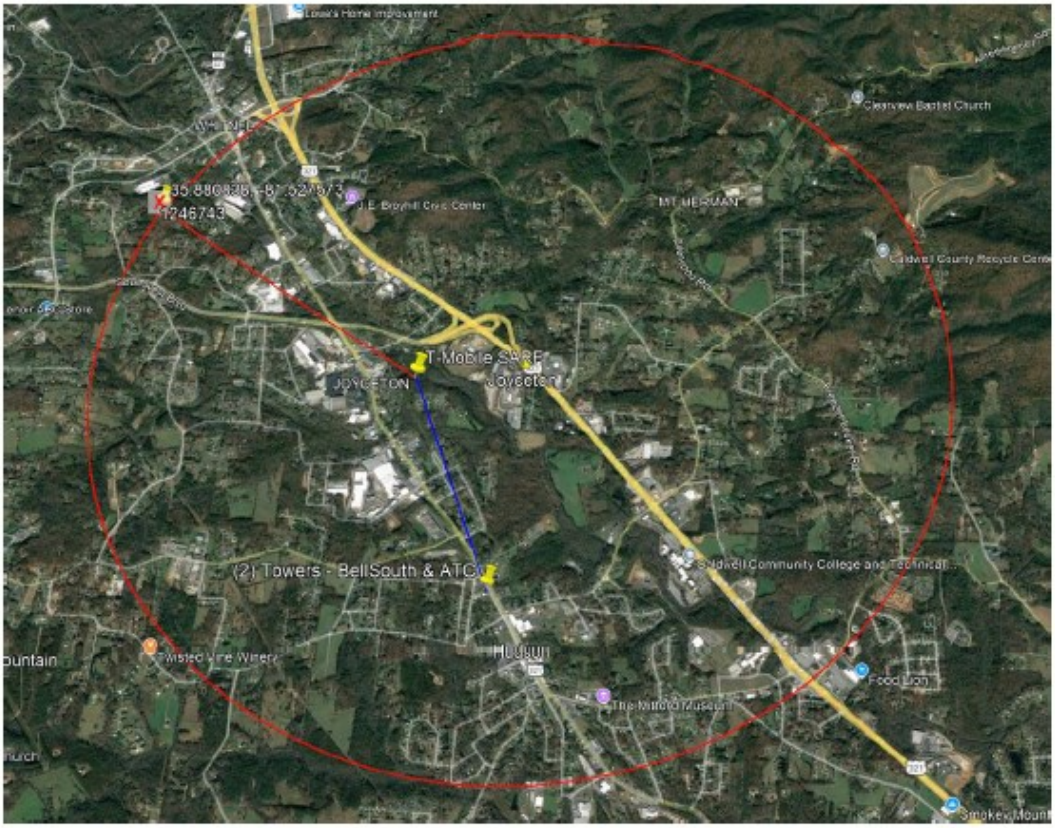
TowerCom was able to confirm there are no existing towers or other structures close to 160 ft. in height within the specified search ring nor within a reasonable distance outside of the search ring that could accommodate T-Mobile's equipment or T-Mobile was not already a tenant.



APPENDIX C: ALTERNATIVE CANDIDATE ANALYSIS

Existing Structures Outside of the Search Area

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



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

APPENDIX C: ALTERNATIVE CANDIDATE ANALYSIS

Conclusion

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

I certify that the foregoing is true and correct:

Robin Clement on Behalf of TowerCom

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

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APPENDIX D: AIRSPACE SAFETY SITE SPECIFIC EVALUATION

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

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

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

EXECUTIVE SUMMARY

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

SITE DATA

Structure Type: Antenna Tower

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

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

APPENDIX D: AIRSPACE SAFETY SITE SPECIFIC EVALUATION

AIRPORT/HELIPORT INFORMATION

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

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

Nearest private use landing facility is: Lower Creek.

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

STUDY FINDINGS

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

This structure does not require notification to the FAA.

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

This structure does not exceed these surfaces.

FCC Notice Requirements:
(FCC Rules, Part 17)

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

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

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

APPENDIX D: AIRSPACE SAFETY SITE SPECIFIC EVALUATION

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

This structure will not affect this airspace.

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

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

MARKING AND LIGHTING

FAA Advisory Circular 70/7460-1:

Marking and lighting is not required for this structure.

RECOMMENDATIONS

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

APPENDIX D: AIRSPACE SAFETY SITE SPECIFIC EVALUATION



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____
Mayor/Mayor Pro Tempore

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

_____
City Clerk

[Remainder of page intentionally left blank.]

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

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

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

MASTER SERVICES AGREEMENT

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

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

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

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

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

SECTION 1 – TYPES OF SERVICES RENDERED

1.1 SERVICES RENDERED FOR PROJECT TASK ORDERS

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

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

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

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

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

1.2 ON-DEMAND SERVICES

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

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

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

SECTION 2 - BASIC SERVICES

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

2.1 PRELIMINARY PHASE

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

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

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

2.2 DESIGN PHASE

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

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

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

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

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

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

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

2.3 BIDDING AND AWARDING PHASE

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

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

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

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

2.4 CONSTRUCTION PHASE

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

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

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

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

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

2.5 POST-CONSTRUCTION PHASE

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

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

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

SECTION 3 - ADDITIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5 – GENERAL CONDITIONS

5.1 SCOPE OF SERVICES

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

5.2 STANDARD OF CARE

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

5.3 AUTHORIZATION TO PROCEED

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

5.4 CHANGES IN SCOPE

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

5.5 COMPENSATION

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

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

5.6 PERSONNEL

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

5.7 OPINIONS OF PROBABLE CONSTRUCTION COST

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

5.8 TERMINATION

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

5.9 LIMITATION OF PROFESSIONAL LIABILITY

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

5.10 ASSIGNABILITY

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

5.11 SEVERABILITY

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

5.12 OWNERSHIP OF DOCUMENTS

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

5.13 EXCUSABLE DELAY

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

5.14 INDEMNIFICATION

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

5.15 INSURANCE

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

A. AUTOMOBILE LIABILITY

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

B. COMMERCIAL GENERAL LIABILITY

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

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

C. PROFESSIONAL LIABILITY

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

D. WORKERS' COMPENSATION

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

5.16 CHOICE OF LAW

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

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR SERVICES RENDERED

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

6.1.2 ON-DEMAND SERVICES: Due to the limited scope and short duration of need, the OWNER will pay the ENGINEER for services rendered for OWNER authorized On-Demand services an amount based on actual time, materials spent plus expenses incurred by principals, employees and agents of the ENGINEER in accordance with Exhibit “A” – Standard Hourly Rate and Fee Schedule.

6.1.3 ENGINEER will invoice separately for each Task Order and OWNER authorized On-Demand services, should there be any. Each On-Demand services invoice will include an itemization of ENGINEER’s staff type, hours expended, and expenses incurred.

6.2 PAYMENT FOR ADDITIONAL SERVICES

6.2.1 Should the OWNER initiate additional services beyond those included in an individual Task Order, the OWNER agrees to pay the ENGINEER for those Additional Services rendered an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Task Order in accordance with Exhibit “A” – Standard Hourly Rate and Fee Schedule, should any of these Additional Services be requested by the OWNER.

SECTION 7 – ENTIRE AGREEMENT

7.1 This Agreement and subsequent Task Orders constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented or modified by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

McGILL ASSOCIATES, P.A.

By:_____
Douglas Chapman, PE
Hickory Office Manager

(SEAL)

CITY OF LENOIR

By:_____

ATTEST: _____
Shirley Cannon
City Clerk

Scott Hildebran
City Manager

This instrument has been preaudited in the manner required by GS 18B702

_____
Donna Bean
Finance Director

EXHIBIT A
STANDARD RATE AND FEE SCHEDULE

Shaping Communities Together

STANDARD HOURLY RATE AND FEE SCHEDULE

July 2024

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	$315			
Principal – Regional Manager – Director	$260	$270	$295	$310
Practice Area Lead	$230	$255	$285	$295
Senior Project Manager	$230	$250	$275	$285
Senior Engineer	$230	$250	$275	$285
Project Manager	$200	$220	$225	$230
Senior Project Engineer	$200	$220	$225	$230
Project Engineer	$165	$175	$185	$195
Engineering Associate	$140	$145	$150	$155
Planner- Consultant – Designer	$145	$160	$185	$200
Engineering Technician	$125	$140	$150	$160
CAD Operator – GIS Analyst	$105	$115	$125	$135
Construction Services Manager	$165	$175	$185	$210
Construction Administrator	$135	$150	$160	$170
Financial Services Manager	$150	$160	$170	$180
Grant Administrator	$130	$150	$160	$170
Construction Field Representative	$110	$120	$130	$145
Environmental Specialist	$110	$120	$125	$130
Administrative Assistant	$90	$95	$105	$120
Survey Party Chief	$105	$120	$135	$155
Survey Field Technician	$90	$95	$100	$105

EXPENSES

a. Mileage - $0.70/mile
b. Flow Monitoring Equipment: Pressure Flow Meter- $400/wk.; Gravity Flow Meter - $1,000/deployment
c. Robotics/GPS Equipment: $30/hr.
d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus fifteen (15) percent.

EXHIBIT B

TASK ORDER NO. __

This **TASK ORDER NO. __** dated the _____, day of _____ 20___, is a supplement to the **MASTER SERVICES AGREEMENT** between the City of Lenoir, North Carolina, dated _____, hereinafter referred to as OWNER and McGill Associates, P.A., hereinafter referred to as “ENGINEER”. The purpose of this Task Order is to authorize the ENGINEER to provide services for the “PROJECT” entitled: _____.

SECTION 1 - PROJECT DESCRIPTION:

The project can generally be described as:

SECTION 2 - SCOPE OF SERVICES:

The Engineer shall provide all professional services (the “Services”) for the Project including, performance of the following:

SECTION 3 – COMPENSATION

The Owner shall pay the Engineer for services outlined in Task Order No. __ the following Not to Exceed and/or Lump Sum amounts:

SECTION 4 - MISCELLANEOUS

Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

SECTION 5 – AUTHORIZATION TO PROCEED

IN WITNESS WHEREOF, and as AUTHORIZATION TO PROCEED the parties execute below this Task Order No. __ in duplicate originals:

EXECUTED this _____day of _____, 20___.

McGill Associates, P.A.

_____
Douglas Chapman, PE
Hickory Office Manager

City of Lenoir

By: _____
Scott Hildebran
City Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Donna Bean
Finance Director

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September 11, 2024

Mr. Doug Chapman, PE, Principal
McGill Associates
1240 19th Street Lane NW
Hickory, North Carolina 28601

RE: Notice of Exemption from Qualification-Based Selection
Campus Improvements Project
City of Lenoir, North Carolina

Dear Mr. Chapman:

The City of Lenoir (City) is currently in the schematic design phase for its *Campus Improvements Project*, a historic facility renovation and adaptive reuse project anchoring the western side of the downtown district. The project is comprised of three (3) main components: renovation of the Historic Old Lenoir High School Gymnasium, Auditorium, and new construction of an open-air pavilion on an adjacent parcel that will serve as a multi-purpose event space. The pavilion site also includes an existing, free-standing building that will be renovated to accommodate a welcome center, restrooms, and additional indoor flexible-use space.

The City has contracted with Maurer Architecture (Raleigh, North Carolina) and J.M. Cope, Inc. (Hickory, North Carolina) to perform architectural design and construction management services for this multi-disciplinary project. Our contract with Maurer Architecture also includes design services from supporting sub-consultants including structural and MEP engineering, however civil/site engineering is not included in this contract.

Given the City's longstanding relationship with McGill Associates (McGill), your firm's past work in the project vicinity (West Avenue Culvert Replacement, 2014-2016, Bost Lumber/ARC Sewer Replacement, 2015-2017, related assistance with nearby stormwater infrastructure inspections), and our anticipation that civil/site engineering fees for the Campus Improvements Project will not exceed $50,000.00 (per *General Statute 143-64.32*), we hereby offer this formal notification of exemption from a qualification-based selection process and wish to enter contract negotiations for civil/site engineering directly with McGill.

The City has assembled a remarkable team to design and manage this transformational project, and we look forward to McGill's contribution to this team of consultants, managers, and other project stakeholders. Please do not hesitate to contact me with any questions or concerns.

Sincerely,
CITY OF LENOIR

Jared Wright
Director of Special Projects and Grants
City of Lenoir

cc: Mr. Scott Hildebran, City Manager, City of Lenoir
Mr. Ethan Page, RA, Partner/Architect, Maurer Architecture
Mr. Chad Webb, Vice President, J.M. Cope, Inc.

City of Lenoir Police

Council Action Form

I. Agenda Item:

This agenda item calls for the Council to approve the purchase of (43) Kenwood VM 5930 Mobile (In-car) radios from the approved vendor High Country Communications. These radios were not factored into the 2024-2025 budget due to not being informed of the upcoming compliance deadline of July 1, 2025 until after the budget was completed.

II. Background Information:

In October 2024, the Lenoir Police Department was made aware by Caldwell County Emergency Management of an upcoming NC Viper radio compliance deadline on July 1, 2025. As of July 2025, NC Viper will change their operational capabilities to exclude any radio that is not P25 Phase 2 compliant. For the Lenoir Police Department to continue communication capabilities, this updated equipment must be purchased and installed before this date. A comparison was conducted on all P25 Phase 2 compliant radios listed for NC. The Kenwood VM5930 offers the most advantageous pricing, compatibility, and operational value. Funding for the purchase will come from lapsed salaries due to staffing changes and open positions as well as utilizing federal forfeiture funds to purchase budgeted capital items.

III. Staff Recommendation:

Lenoir Police Department staff recommend purchasing the Kenwood VM5930 at its promotional price of $135,622.00 utilizing funding from lapsed salaries due to staffing changes and open positions as well as utilizing federal forfeiture funds to purchase budgeted capital items.. This unit is already in use within newly purchased patrol vehicles, therefore ensuring seamless integration, operational consistency, and significant cost savings compared to competing models. This purchase will ensure compliance with P25 Phase 2 Viper Radio requirements by the recognized deadline of July 1, 2025.

IV. Reviewed by:

City Attorney:_____ Date:_____

City Manager:_____ Date:_____

Police Chief:_____ Date: 12/31/2024

Rev: 4/15/2019

City of Lenoir Police

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IV. Reviewed by:

City Attorney:_____ Date:_____

City Manager:_____ Date:_____

Police Chief:_____ Date: 12/31/2024

Rev: 4/15/2019

CITY OF LENOIR
COUNCIL ACTION FORM

I. **Agenda Item:** Consideration of an addition to the policy in the Personnel Resolution, Employee Handbook and a resolution that prohibits the viewing of pornography on government networks and devises.

II. **Background Information:** The State Legislature approved House Bill 971/North Carolina General Statute §143- 805 which requires all public agencies to adopt a policy that prohibits the viewing of pornography on government networks and devices. The law became effective on October 1, 2024 and all public agencies are required to adopt a policy no later than January 1, 2025. House Bill 971/North Carolina General Statute §143-805 requires all public agencies to adopt a policy governing the use of its network and devices owned, leased, maintained, or otherwise controlled by the municipality. In accordance with House Bill 971, the policy guidance states:

- The City of Lenoir. Prohibits the viewing of pornography by its employees, its elected officials or City appointees on the City's network or devices owned, leased, maintained, or otherwise controlled by the City.

The following rules/regulations are effective immediately:

- No employees of the City of Lenoir, its elected officials, or City appointees shall view pornography on any computer network owned, leased, maintained, or otherwise controlled by the City, whether on a City owned and maintained device, or a privately owned or controlled device while using the City's network for internet access.
- No employee, elected official, or appointee of the City shall view pornography on a device owned, leased, or maintained or otherwise controlled by the City on any network.
- Each year, and no later than August 1st, an assigned individual with the City shall report information required in NCGS §143-805 to the State Chief Information Officer.
- This policy shall not apply to City employees or officials investigating or prosecuting crimes, law enforcement training, or performing actions related to other law enforcement purposes; identifying potential security or cyber security threats, protecting human life, establishing, testing, and maintaining firewalls, protocols, and otherwise implementation of this policy; or other exceptions as specifically set forth in NCGS §143-805(d).
- The terms used herein shall be defined as set forth in NCGS § 143-805(9).
- Any employee, elected official, or appointee of the City who has saved pornography to a device owned, leased, maintained or otherwise controlled by the City shall remove, delete or uninstall the pornography immediately.
- Any employee of the City who violates any provision of this policy shall be subject to disciplinary action under the City's personnel policy, up to and including termination.

III. **Staff Recommendation:** Approve the addition to the policy in the Personnel Resolution and Employee Handbook and a resolution that prohibits the viewing of pornography on government networks and devises.

IV. **Reviewed by:**

Finance Director: *Donna Bean*

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LENOIR PROHIBITING VIEWING OF PORNOGRAPHY ON CITY NETWORKS AND DEVICES

WHEREAS House Bill 971/North Carolina General Statute§ 143-805 requires all public agencies to adopt a policy governing the use of its network and devices owned, leased, maintained, or otherwise controlled by the City of Lenoir; and

WHEREAS, the City of Lenoir prohibits the viewing of pornography by its employees on the City's network or devices owned, leased, maintained, or otherwise controlled by the City.

NOW THEREFORE BE IT RESOLVED that the following policies shall apply in City of Lenoir:

- No employees of the City of Lenoir, its elected officials, or City appointees shall view pornography on any computer network owned, leased, maintained, or otherwise controlled by the City, whether on a City owned and maintained device, or a privately owned or controlled device while using the City's network for internet access.
- No employee, elected official, or appointee of the City shall view pornography on a device owned, leased, or maintained or otherwise controlled by the City on any network.
- Each year, and no later than August 1st, an assigned individual with the City shall report information required in NCGS §143-805 to the State Chief Information Officer.
- This policy shall not apply to City employees or officials investigating or prosecuting crimes, law enforcement training, or performing actions related to other law enforcement purposes; identifying potential security or cyber security threats, protecting human life, establishing, testing, and maintaining firewalls, protocols, and otherwise implementation of this policy; or other exceptions as specifically set forth in NCGS § 143-805(d}.
- The terms used herein shall be defined as set forth in NCGS §143-805(g}.
- Any employee, elected official, or appointee of the City who has saved pornography to a device owned, leased, maintained or otherwise controlled by the City shall remove, delete or uninstall the pornography no later than January 1, 2025.
- Any employee of the City who violates any provision of this policy shall be subject to disciplinary action under the City's personnel policy up to and including termination.

NOW THEREFORE BE IT FURTHER RESOLVED that the following resolution that prohibits the viewing of pornography on government networks and devises be adopted.

Adopted this the 7th day of January, 2025

_____Mayor

ATTEST:

_____ City Clerk

Addition of the policy in Pages 28-30 in the Personnel Resolution and pages 35-37 in the Employee Handbook

Prohibiting Viewing of Pornography on City Networks and Electronic Communication and Devices

The City maintains electronic communications systems and devices to assist employees while conducting business for the City.

Employee access to the City's electronic resources and devices imposes certain responsibilities and obligations on employees and as such, access is granted subject to relevant City policies and local, State, and Federal laws. These guidelines and obligations apply to all City of Lenoir employees, elected officials, and appointees.

Electronic Communication Systems – are systems owned, operated, or leased by the City. They include, but are not limited to, telephones, cellular phone lines, MiFi's, voicemail, email, and Internet access.

Device – A device is a cellular phone, desktop computer workstation, laptop, tablet, MiFi, or other electronic equipment used for communication that is capable of connecting to a network or the internet.

Material – Pictures, drawings, video recordings, films or other visual depictions or representations. Effective January 7th, 2025, the definition of 'material' will be revised to also include "digital or computer-generated visual depictions or representations created, adapted, or modified by technological means, such as algorithms or artificial intelligence".

Pornography – pornography is defined as any material depicting sexual activity, and "sexual activity" is defined in G.S. 14-190.23. If the material depicts any of the seven categories of acts defined as "sexual activity" in G.S. 14-190-13, then it constitutes "pornography" for the purpose of this policy.

ORGANIZATIONAL RULES AND POLICY

Electronic communication systems and devices are for business use and any personal use must be brief, infrequent, not interfere with the employee's or other employees' work and be on the employee's own time.

Employees should have no expectation of privacy for any information gathered, viewed, stored, or maintained on any electronic communication

system or device owned, leased, maintained, or otherwise controlled by the City.

The City shall not permit employees, elected officials, or appointees to view pornography on devices owned, leased, maintained, or otherwise controlled by the City.

The City shall not permit employees to view pornography via the City's electronic communication systems, including its internet network, regardless of what device is utilized, even if the City does not own the device.

The City shall report to the State Chief Information Officer, in the format required by the State Chief Information Officer, annually by August 1st each year, all unauthorized viewing of pornography on the City's network or devices.

Certain employees might need to view material that would be considered pornography in order to carry out their official job duties. The City does not prohibit the viewing of pornography on a City-issued device or network by any employee who is engaged in any of the following activities in the course of performing their official job duties:

- Investigating or prosecuting crimes, offering or participating in law enforcement training, or performing actions related to other law enforcement purposes;
- Identifying potential security or cybersecurity threats;
- Protecting human life;
- Establishing, testing, and maintaining firewalls, protocols, and otherwise implementing G.S. 143-805;
- Participating in judicial or quasi-judicial proceedings;
- Researching issues related to the drafting of analysis of state laws as necessary to fulfill the requirements of the employees' official duties.

PROCEDURES

Employees are responsible for the safety and integrity of their electronic information. Employees should set up passwords to ensure the protection of information.

Under no circumstances may employees use City electronic communication or systems or devices to send or receive any material that might be considered offensive including but not limited to pornography, comments or images which could be considered offensive to someone based on gender, race, religion, national origin, age, disability, sexual orientation or genetics.

All information created, stored or transmitted on or with City resources is the property of the City. The City reserves the right to inspect or audit any

documents, emails or messages sent or received on the City's equipment. Except as authorized by the City, employees may not read or listen to any electronic communication intended for others.

Each employee is responsible for the security and integrity of City information stored on the computer(s) assigned to the employee. The employee is responsible for controlling access to the electronic system, utilizing supplied virus protection software and ensuring the protection of personal passwords.

Any violation of this policy shall subject the employee to disciplinary action including dismissal.

PROHIBIT VIEWING OF PORNOGRAPHY ON GOVERNMENT NETWORKS AND DEVICES

SECTION 7.(a) Article 84 of Chapter 143 of the General Statutes is amended by adding a new section to read:

"**§ 143-805. Prohibit viewing of pornography on government networks and devices.**

(a) Notwithstanding G.S. 14-456 and G.S. 14-456.1, a public agency shall not permit the viewing of pornography by its employees on a network of that public agency. Notwithstanding G.S. 14-456 and G.S. 14-456.1, the judicial branch shall not permit the viewing of pornography by its employees on a network of the judicial branch. Notwithstanding G.S. 14-456 and G.S. 14-456.1, the legislative branch shall not permit the viewing of pornography by its employees on a network of the legislative branch.

(b) Notwithstanding G.S. 14-456 and G.S. 14-456.1, no public agency shall permit an employee, elected official, or appointee of that public agency to view pornography on a device owned, leased, maintained, or otherwise controlled by that public agency. Notwithstanding G.S. 14-456 and G.S. 14-456.1, no public agency shall permit a student of that public agency to view pornography on a device owned, leased, maintained, or otherwise controlled by that public agency. Notwithstanding G.S. 14-456 and G.S. 14-456.1, the judicial branch shall not permit an employee, elected official, or appointee of the judicial branch to view pornography on a device owned, leased, maintained, or otherwise controlled by the judicial branch. Notwithstanding G.S. 14-456 and G.S. 14-456.1, the legislative branch shall not permit an employee, elected official, or appointee of the legislative branch to view pornography on a device owned, leased, maintained, or otherwise controlled by the legislative branch.

(c) Each public agency shall adopt a policy governing the use of its network and devices owned, leased, maintained, or otherwise controlled by that public agency. The judicial and legislative branches shall adopt a policy governing the use of that branch's networks and devices owned, leased, maintained, or otherwise controlled by those branches.

Each policy required by this subsection shall delineate the disciplinary actions that will be taken in response to a violation of that policy.

(d) Subsections (a) and (b) of this section shall not apply to an official or employee that is engaged in any of the following activities in the course of that official's or employee's official duties:

(1) Investigating or prosecuting crimes, offering or participating in law enforcement training, or performing actions related to other law enforcement purposes.

(2) Identifying potential security or cybersecurity threats.

(3) Protecting human life.

(4) Establishing, testing, and maintaining firewalls, protocols, and otherwise implementing this section.

(5) Participating in judicial or quasi-judicial proceedings.

(6) Conducting or participating in an externally funded research project at one of the constituent institutions of The University of North Carolina.

(7) Researching issues related to the drafting or analysis of the laws of this State as necessary to fulfill the requirements of the employee's official duties.

(e) This section shall not apply to the user of an authorized account paying for use of communications services under Article 16A of Chapter 160A of the General Statutes, including those communications services exempted under G.S. 160A-340.2(b) or (c).

(f) Annually, no later than August 1 and in the format required by the State Chief Information Officer, each public agency shall report information to the State Chief Information Officer on the number of incidences of unauthorized viewing or attempted viewing of pornography on that public agency's network; whether or not the unauthorized viewing was by an employee, elected official, appointee, or student of that public agency; and whether or not any of the unauthorized viewing was on a device owned, leased, maintained, or otherwise controlled by that public agency. Annually, no later than October 1, the State Chief Information Officer shall compile and report to the Joint Legislative Oversight Committee on Information Technology the information submitted in accordance with this subsection.

(g) The following definitions apply in this section:

(1) Device. – Any cellular phone, desktop or laptop computer, or other electronic equipment capable of connecting to a network.

(2) Material. – As defined in G.S. 14-190.13.

(3) Network. – Any of the following, whether through owning, leasing, maintaining, or otherwise controlling:

a. The interconnection of communication systems with a computer through remote or local terminals, or a complex consisting of two or more interconnected computers or telephone switching equipment.

b. Internet service.

c. Internet access.

(4) Pornography. – Any material depicting sexual activity.

(5) Public agency. – Any of the following:

a. All State agencies and offices of the members of the Council of State, including all boards, departments, divisions, constituent institutions of The University of North Carolina, community colleges, and other units of government in the executive branch.

b. Units of local government as defined in G.S. 159-7.

c. Public authorities as defined in G.S. 159-7.

d. Public school units as defined in G.S. 115C-5.

(6) Sexual activity. – As defined in G.S. 14-190.13."

SECTION 7.(b) Any employee, elected official, or appointee of a public agency with pornography saved to a device owned, leased, maintained, or otherwise controlled by that public agency shall remove, delete, or uninstall the pornography no later than January 1, 2025. Any student of a public agency with pornography saved to a device owned, leased, maintained, or otherwise controlled by that public agency shall remove, delete, or uninstall the pornography no later than January 1, 2025. Any employee, elected official, or appointee of the judicial or legislative branches with pornography saved to a device owned, leased, maintained, or otherwise controlled by that branch shall remove, delete, or uninstall the pornography no later than January 1, 2025. This subsection shall not apply to an official or employee engaged in any of the activities listed in G.S. 143-805(d) in the course of that official's or employee's official duties.

SECTION 7.(c) G.S. 14-456 is amended by adding a new subsection to read:

"(c) This section shall not apply to denial of pornographic viewing as required by G.S. 143-805."

SECTION 7.(d) G.S. 14-456.1 is amended by adding a new subsection to read:

"(c) This section shall not apply to denial of pornographic viewing as required by G.S. 143-805."

SECTION 7.(e) The State Chief Information Officer shall publish recommendations for appropriate viewing of pornography for the purposes authorized by G.S. 143-805(d), as enacted by this act, no later than January 1, 2025.

SECTION 7.(f) Each public agency, the judicial branch, and legislative branch shall adopt the policy required by G.S. 143-805(c), as enacted by this act, no later than January 1, 2025.

SECTION 7.(g) This section becomes effective October 1, 2024.

RESOLUTION

In Recognition of Dedicated Service

***WHEREAS**, on the 22nd of August, in the year 2017, Yongla Joe Lo was appointed Patrol Officer II for the City of Lenoir Police Department by Chief R. Scott Brown;*

***THAT**, as of the date of this Resolution, Corporal Lo has admirably and with great distinction, served the citizens of Lenoir during the tenures of two Police Chiefs;*

***THAT**, Joe has formed close relationships with his genuine concern and dedication to duty; and has contributed to the success of the department and community;*

***THAT,** prior to being hired by the City of Lenoir, Joe served as an officer with the Glen Alpine Police Department and Hickory Police Department, as well as served as Lieutenant for the Burke County Sheriff's Office;*

***THAT,** due to his diligent performance and exemplary leadership skills, Joe was promoted to Patrol Corporal for the City of Lenoir Police Department;*

***THAT,** Joe's twenty years of prior law enforcement experience and supervisory role(s) have been invaluable to the leading and training of new officers for the police department. Corporal Lo has been a Field Training Officer, Ready Response Team Member, and K-9 Officer with Atos for three years;*

***THAT,** while working for Lenoir, Joe completed course work for Police Law Institute and the North American Police Work Dog Association, received the Intermediate and Advanced Law Enforcement Certificates from the NC Criminal Justice Education and Training Standards Commission, and was awarded a Golden Ticket for outstanding customer service that he provided to a citizen;*

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

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

***THAT,** Joe has humbly served the citizens of the City of Lenoir and Caldwell County and will be retiring his full-time law enforcement position with the Lenoir Police Department on January 1, 2025.*

***THEREFORE, BE IT RESOLVED,** by authority of the Mayor and City Manager, and on behalf of the City Council, that Corporal Yongla Joe Lo has been an exemplary employee and is himself the epitome of the professional Law Enforcement Officer. His contributions to the safety and well-being of the citizens of Lenoir and officers of the Lenoir Police Department will be held in high esteem and in remembrance by this governing body, as well as all persons impacted by his accomplishments, generosity, and compassion for those in need;*

***THIS**, the 7th day of January, 2024.*

Joseph L. Gibbons, Mayor

Scott E. Hildebran, City Manager

CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

RESOLUTION

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.

JJ

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

3

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

Adopted this the 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, 1851
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 CALDWELL COUNTY, NC

Notary Public Exp. 8/10/26

CITY OF LENOIR

COUNCIL ACTION FORM

I. Agenda Item:

Selection of a qualified firm or team to provide Design-Build services for the upcoming *2022 PARTF Project – Lenoir Aquatic and Fitness Center Improvements.*

II. Background Information:

In October 2024, the City of Lenoir adopted use of the Design-Build project delivery method for the upcoming Lenoir Aquatic and Fitness Center Improvements project, which is a key component of the City's ongoing 2022 Parks and Recreation Trust Fund (PARTF) project. This delivery method includes selection of a qualified firm or team to provide both design and construction services, thus expediting project delivery. Selection of a design-build firm or team must be in accordance with G.S. 143-128.1.A and utilize a "qualification-based" selection (QBS) process, in lieu of a traditional cost-based selection.

In November 2024, a Request for Qualifications (RFQ) was published on the City website and other web-based procurement platforms. The RFQ included a submission date of December 31, 2024. At the time of closing, a total of two (2) Statements of Qualifications (SOQ) were received, therefore the RFQ had to be re-advertised in accordance with selection criteria outlined in G.S. 143-128.1.A. The submittal due date published in the re-advertisement was January 15, 2025. At the time of closing, a total of three (3) SOQ were received and evaluated based on criteria enumerated in the RFQ. Key evaluation components include the following: *Organization Experience; Key Personnel Experience; Project Understanding and Project Management Approach; Presentation and Quality Control Programs; and Legal/Financial*. A full copy of the RFQ is attached for review.

III. Staff Recommendation:

Following a thorough review and evaluation of each SOQ, staff recommends entering into contract negotiations with J.M. Cope, Inc. to provide Design-Build services for the 2022 PARTF Project – Lenoir Aquatic and Fitness Center Improvements. J.M. Cope's qualification package demonstrated the firm's experience with the design-build project delivery method, an experienced team with members offering specific, pertinent areas of expertise, a thorough understanding of the project scope, and a suitable approach to project management and adequate quality control programs necessary to perform the work in a responsible manner. Additionally, J.M. Cope is appropriately licensed and insured, has financial capability to undertake the project, and is in good legal standing. The firm's full submittal package has been included for review.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____



Director of Special Projects and Grants:_____ _

Parks and Recreation Director:_____

Attachments:

1. **October 15, 2024, Council Action Form – Design-Build Acceptance**
2. **RFQ for Design-Build Services, January 2, 2025, Revision**
3. **J.M. Cope, Inc. Statement of Qualifications**
    a. **J.M. Cope Inc. proposes to partner with architecture firm RBSA for design services. RBSA has demonstrated experience with aquatic facilities.**
4. **Evaluation Summary with Scoring**

CITY OF LENOIR October 15, 2024

COUNCIL ACTION FORM

I. Agenda Item:

Acceptance of Staff recommendation to use the Design-Build method of project delivery to complete interior renovations at the Lenoir Aquatics and Fitness Center as part of the ongoing 2022 PARTF project

II. Background Information:

The City of Lenoir received grant funding in the amount of $500,000 through the Parks and Recreation Trust Fund (PARTF), and in addition to the City's utilization of $590,375 of ARPA funds, a total project budget of $1,090,375 has been established to complete improvements at the Lenoir Aquatic and Fitness Center (LAFC) and the Rotary Soccer Complex. After a thorough review of the planned interior improvements at LAFC, the proposed scope of work and potential impacts to structural, architectural, and MEP systems during construction, staff has considered use of the "Design-Build" method of project delivery for the remaining work. This method will allow the City to enter into a contract with a single firm to provide design and construction of the improvements, thus expediting project delivery. The 2022 PARTF contract is set to expire in October 2025, leaving approximately one year to complete the remaining work. Selection of a Design-Build firm must include a qualification-based process in lieu of a cost-based process (much like the recent selection of a Construction Manager at Risk), and additional statutory requirements must be followed. The attached memorandum includes further explanation and justification for our preference to use the Design-Build delivery method for the interior improvements at LAFC.

III. Staff Recommendation:

Staff recommends consideration and acceptance of the Design-Build method of project delivery for interior modifications and improvements at the Lenoir Aquatics and Fitness Center as part of the current 2022 PARTF project. If accepted, a Request for Qualifications (RFQ) for Design-Build services will be published to begin the selection process.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____ 

Director of Special Projects and Grants:_____

Parks and Recreation Director:_____

Attachments:

- **Department Memorandum**
- **General Statute 143-128.1.A Design-build contracts**
- **2022 PARTF Application Excerpt – Facility Map with mark-up**
- **2022 PARTF Financial Summary**

DEPARTMENT MEMORANDUM

October 3, 2024

City of Lenoir - Administration
Special Projects and Grants
801 West Avenue
Lenoir, North Carolina 28645

RE: Project Delivery Methods – Design-Build and Design-Bid-Build
Lenoir Aquatics and Fitness Center
2022 PARTF Project

The City of Lenoir received a North Carolina Division of Parks and Recreation – Parks and Recreation Trust Fund (PARTF) grant in the amount of $500,000 in 2022. With grants of this nature, the application process requires certain recreational elements and facility improvements to be enumerated. Full compliance with funding agency guidelines is necessary to receive grant dollars, and the project scope can only be changed through proper justification and written, expressed approval by the funding agency.

Our 2022 application featured a project scope with construction of new recreational and support elements. These included a splash pad (currently under construction), a picnic shelter (currently under contract), an accessible connector path/greenway trail extension at the Rotary Soccer Complex (currently in final design), and installation of smaller elements, including new concrete cornhole boards and a ping pong table, at the Lenoir Aquatics and Fitness Center (LAFC).

The 2022 application also included a host of interior facility renovations and improvements at LAFC intended to improve accessibility, provide adequate space(s) to meet current visitor needs, and offer renovation, repairs, and up-fitting to interior areas in desperate need of improvement. The LAFC improvement scope included the whirlpool, locker rooms and restrooms, and racquetball courts.

After consulting with staff and touring the facility, it was determined that guidance from a design professional with public aquatic facility experience was necessary to adequately assess the facility's condition, determine how best to satisfy the requirements of our PARTF funding contract, and best leverage our budget by developing a project scope to address immediate needs and identify future programmed improvement projects.

Given that, PARTF grant contracts include a standard three (3) year timeframe, we realize that time is of the essence to develop the LAFC interior renovation project and complete construction. The City of Lenoir's funding agreement with PARTF (contract time) is scheduled to end in October 2025. With this aggressive schedule in mind, we are considering the "Design-Build" method of project delivery to expedite completion of the work. This delivery method includes contracting with a single entity to provide both design and construction services, and each of these efforts can occur simultaneously once plans are developed to a point where necessary permits can be obtained.

The Design-Build (DB) delivery method differs from the traditional "Design-Bid-Build" (DBB) delivery method in that it allows an owner to hire, through a qualification-based selection process, one firm to provide design and construction services as opposed to an owner hiring a design consultant, allowing the designer to complete project plans and specifications, advertising the project for bids, and awarding the construction contract to a separate firm. With the DBB delivery method, each step in the project development process relies on completion of the preceding step, thus requiring more time for projects to move through design to construction and completion.

While each project delivery method is proven, effective, and allowable for public projects per North Carolina general statutes, there are pros and cons for each method to be considered prior to committing to either delivery method. For DB projects, having design and construction services under the responsible charge of a single firm or entity allows for schedule compression, potential cost savings through avoidance of change orders, a higher quality project since designers and constructors are on the same team, and the transfer of risk from the owner to the DB team (Procore, Six, Frisa, 2024). Conversely, DB projects offer challenges to project development including schedule conflict management that the builders must address, cost uncertainties when budgets and scopes are not clearly defined, and communication gaps should the designer and constructor not practice frequent, regular, and effective communication.

DBB projects also have similar pros and cons that may influence an owner to select this method of delivery. In the traditional DBB scenario, the owner maintains control over each project participant through separate contracts. This role separation allows participants to focus on their respective specialties. Cost certainty achieved through a vetted design process, and administration of competitive bidding, are also positive attributes of the DBB method. As with DB, however, DBB project may also pose challenges to owners. Through lengthy design development and construction processes, the potential for aggressive scheduling may not be possible, and the owner carries more risk for cost escalation through change orders and delays (Procore, Six, Frisa, 2024).

With approximately one (1) year remaining in our current PARTF contract time, a limited budget for completion of significant interior renovations, and design challenges involving interior space and MEP system reconfiguration, we support acceptance of the Design-Build method of project delivery for completion of the remaining work at the Lenoir Aquatics and Fitness Center. This method will allow aggressive scheduling to complete the work within the remaining contract time, offer value through designer and constructor coordination for space improvements, and minimize risk to the City by having a single entity responsible for completion of the work.

Respectfully Submitted,
CITY OF LENOIR



Jared Wright
Director of Special Projects and Grants
City of Lenoir

References

1. Six, Alex; Frisa, Kristen. “Design-Build vs Design-Bid-Build: Which Is Right for Your Project?”*Procore*, August 13, 2024, www.procore.com/library/design-build-vs-design-bid-build. Accessed October 3, 2024.

§ 143-128.1A. Design-build contracts.

(a) Definitions for purposes of this section [are as follows]:

(1) Design-builder. – As defined in G.S. 143-128.1B.

(1g) Design professional. – As defined in G.S. 143-128.1B.

(1p) First-tier subcontractor. – As defined in G.S. 143-128.1B.

(2) Governmental entity. – As defined in G.S. 143-128.1B.

(3) Licensed contractor. – As defined in G.S. 143-128.1B.

(4) Licensed subcontractor. – A person or entity, not including design professionals or employees of the design-builder, that will be performing work under the design-builder and whose scope of work proposed for the project requires that it be licensed in accordance with Article 2 or Article 4 of Chapter 87 of the General Statutes.

(5) Unlicensed subcontractor. – A person or entity, not including design professionals or employees of the design-builder, that will be performing work under the design-builder and whose scope of work proposed for the project does not require that it be licensed in accordance with Article 2 or Article 4 of Chapter 87 of the General Statutes.

(b) A governmental entity shall establish in writing the criteria used for determining the circumstances under which the design-build method is appropriate for a project, and such criteria shall, at a minimum, address all of the following:

(1) The extent to which the governmental entity can adequately and thoroughly define the project requirements prior to the issuance of the request for qualifications for a design-builder.

(2) The time constraints for the delivery of the project.

(3) The ability to ensure that a quality project can be delivered.

(4) The capability of the governmental entity to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery.

(5) A good-faith effort to comply with G.S. 143-128.2, G.S. 143-128.4, and to recruit and select small business entities. The governmental entity shall not limit or otherwise preclude any respondent from submitting a response so long as the respondent, itself or through its proposed team, is properly licensed and qualified to perform the work defined by the public notice issued under subsection (c) of this section.

(6) The criteria utilized by the governmental entity, including a comparison of the advantages and disadvantages of using the design-build delivery method for a given project in lieu of the delivery methods identified in subdivisions (1), (2), and (4) of G.S. 143-128(a1).

(c) A governmental entity shall issue a public notice of the request for qualifications that includes, at a minimum, general information on each of the following:

(1) The project site.

(2) The project scope.

(3) The anticipated project budget.

(4) The project schedule.

(5) The criteria to be considered for selection and the weighting of the qualifications criteria.

(6) Notice of any rules, ordinances, or goals established by the governmental entity, including goals for minority- and women-owned business participation and small business participation.

(7) Other information provided by the owner to potential design-builders in submitting qualifications for the project.

(8) A statement directing each design-builder to submit in its response to the request for qualifications an explanation of its project team selection. The governmental entity may specify which one of the following project team selection options shall be used or, if not specified, the response shall consist of either of the following project team selection options:

a. A list of the licensed contractors, licensed subcontractors, and design professionals whom the design-builder proposes to use for the project's design and construction. If this project team selection option is used, the design-builder may self-perform some or all of the work with employees of the design-builder and, without bidding, also enter into negotiated subcontracts to perform some or all of the work with subcontractors, including, but not exclusively with, those identified in the list. In submitting its list, the design-builder may, but is not required to, include one or more unlicensed subcontractors the design-builder proposes to use. If this project team selection option is used, the design-builder may, at its election and with or without the use of negotiated subcontracts, accept bids for the selection of one or more of its first-tier subcontractors.

b. A list of the licensed contractors and design professionals whom the design-builder proposes to use for the project's design and construction and an outline of the strategy the design-builder plans to use for open subcontractor selection based upon the provisions of Article 8 of Chapter 143 of the General Statutes. If this project team selection option is used, the design-builder may also self-perform some of the work with employees of the design-builder, but shall not enter into negotiated contracts with first-tier subcontractors.

(d) Following evaluation of the qualifications of the design-builders, the three most highly qualified design-builders shall be ranked. If after the solicitation for design-builders not as many as three responses have been received from qualified design-builders, the governmental entity shall again solicit for design-builders. If as a result of such second solicitation not as many as three responses are received, the governmental entity may then begin negotiations with the highest-ranked design-builder under G.S. 143-64.31 even though fewer than three responses were received. If the governmental entity deems it appropriate, the governmental entity may invite some or all responders to interview with the governmental entity.

(e) The design-builder shall be selected in accordance with Article 3D of this Chapter. Each design-builder shall certify, in the response to the request for qualifications in subsection (c) of this section, to the governmental entity that each design professional who is a member of the design-build team, including subconsultants, was selected based upon demonstrated competence and qualifications in the manner provided by G.S. 143-64.31.

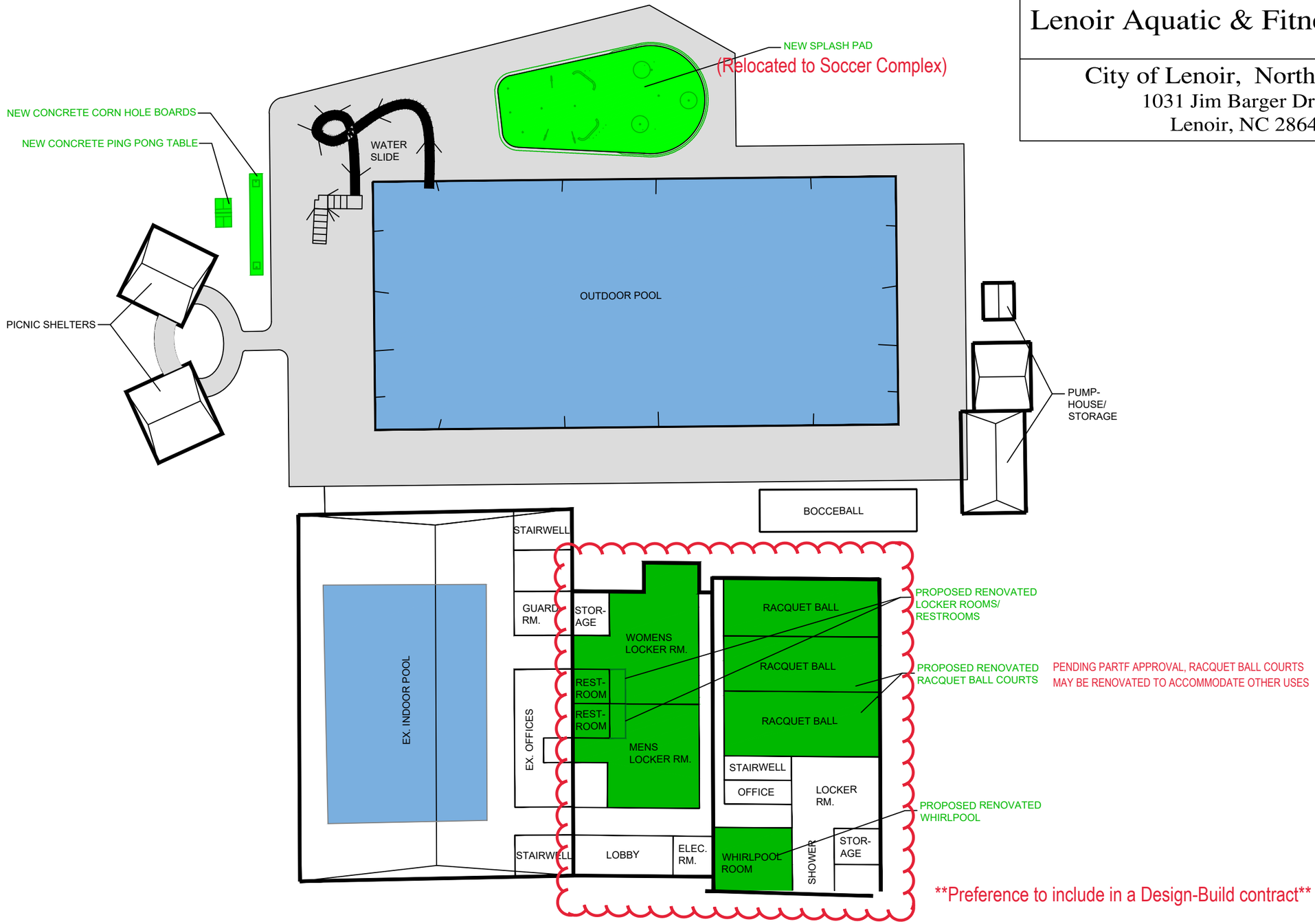
(f) The design-builder shall provide a performance and payment bond to the governmental entity in accordance with the provisions of Article 3 of Chapter 44A of the General Statutes. The design-builder shall obtain written approval from the governmental entity prior to changing key personnel as listed in sub-subdivision (c)(8)a. or (c)(8)b. of this section after the contract has been awarded. For purposes of this subsection, "key personnel" shall mean either of the following:

(1) For the project team selection option under sub-subdivision (c)(8)a. of this section, the licensed contractors, licensed subcontractors, and design professionals identified in the response to the request for qualifications.

(2) For the project team selection option under sub-subdivision (c)(8)b. of this section, the licensed contractors and design professionals identified in the response to the request for qualifications. (2013-401, s. 4; 2014-42, s. 7; 2022-1, s. 2(a).)

PARTF FLOOR PLAN
Lenoir Aquatic & Fitness Center

City of Lenoir, North Carolina
1031 Jim Barger Dr. NE
Lenoir, NC 28645



03/11/2022

15 0 7.5 15 30 45
GRAPHIC SCALE 1 INCH = 15 FEET

Legend

Park Boundary

Total Parcel Area = 117 Acres

Existing Park Facility
Easement
PARTF Requested
Future Phase

mcgill

City of Lenoir
Parks and Recreation Department
2022 PARTF Project
Summary of Elements and Budget

Item	Description	Estimate	Actual	Variance
1	Racquetball Court Renovation (3)	$ 60,000.00		$ (60,000.00)
2	Whirlpool Renovation	$ 120,000.00		$ (120,000.00)
3	Locker Room and Restroom Renovation (2)	$ 300,000.00		$ (300,000.00)
4	Splash Pad	$ 300,000.00	$ 313,685.00	$ 13,685.00
5	Concrete Ping Pong Table	$ 3,000.00		$ (3,000.00)
6	Concrete Corn Hole Boards	$ 1,000.00		$ (1,000.00)
7	Picnic Shelter	$ 80,000.00	$ 48,000.00	$ (32,000.00)
8	ADA Connector Path	$ 8,300.00		$ (8,300.00)
Construction Subtotal		$ 872,300.00	$ 361,685.00	$ (510,615.00)
Contingency		$ 43,615.00		$ (43,615.00)
Legal and Administrative		$ 174,460.00		$ (174,460.00)
TOTAL		$ 1,090,375.00	$ 361,685.00	$ (728,690.00)

$728,690.00 remaining in project budget to complete interior renovations and procurement/construction of other small recreational elements

REQUEST FOR QUALIFICATIONS

DESIGN-BUILD SERVICES

2022 PARTF PROJECT - LENOIR AQUATIC and FITNESS CENTER IMPROVEMENTS

CITY OF LENOIR, NORTH CAROLINA

The City of Lenoir is seeking Statements of Qualifications (SOQ) from qualified design-build firms and/or teams interested in providing professional design and construction services for interior renovations, modifications, and enhancement at its Lenoir Aquatic and Fitness Center (LAFC), located at 1031 Jim Barger Court NE, Lenoir, North Carolina 28645.

Posting Date: January 2, 2025 (Re-advertisement)

Responses Due: January 15, 2025

Contact:

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

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

Zack Carter, LAFC Center Manager, City of Lenoir, 828.757.2216, zcarter@ci.lenoir.nc.us

1.0 INTRODUCTION

Pursuant to NC General Statute 143-128.1A, the City of Lenoir (the "City") is soliciting Statements of Qualifications ("SOQs") from qualified design-build firms and/or teams ("Submitters") interested in providing professional design and construction services for improvements to its Lenoir Aquatic and Fitness Center (LAFC). The ability of the Submitters to deliver the project on time, within the criteria and constraints identified by this document, and pursuant to the requirements of the design-build statute are the primary factors for selection. This Request for Qualifications (this "RFQ") provides complete information on the services being sought, the submittal requirements, and anticipated timeline.

The intent of this RFQ is to select a design-build team through the Qualifications-Based Selection (QBS) process to provide design and construction services for a public aquatic center facility.

Any submittal received after the specified time and date will NOT be accepted or considered. All submittals shall be sealed and marked as follows: **"2022 PARTF Project – Lenoir Aquatic and Fitness Center Improvements"** and delivered to:

Jared Wright, Director of Special Projects and Grants
City of Lenoir
801 West Avenue
Lenoir, North Carolina 28645

The Project will be funded with a combination of local dollars and grant funds, thereby requiring that the Submitters adhere to all pertinent federal, state, and local requirements, including compliance with E-Verify and the Iran Divestment Act, and not be on the Companies that Boycott Israel List, created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.81.

1.1 Procurement Process

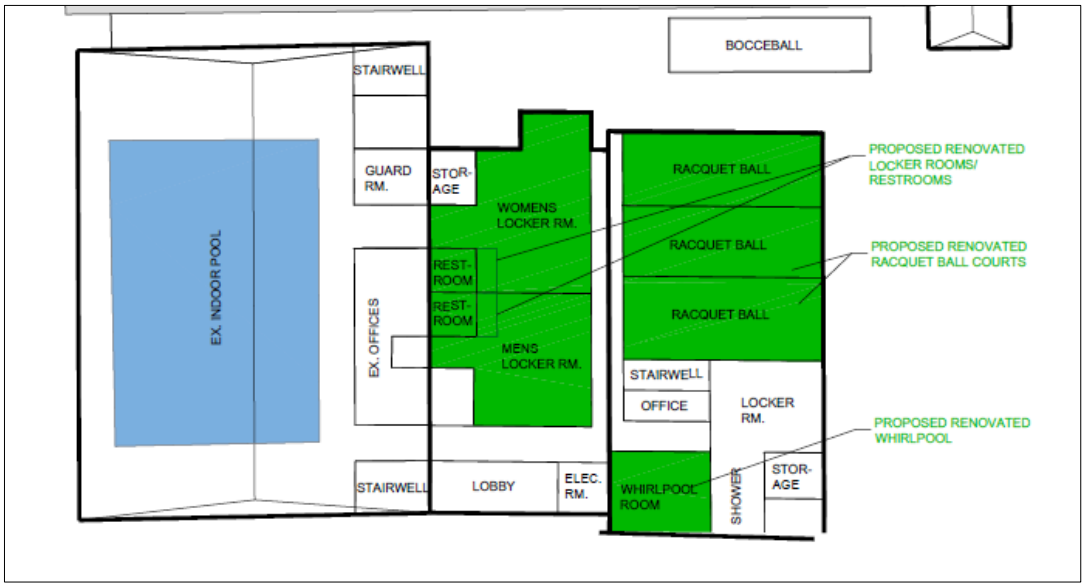
This RFQ is issued to solicit information, in the form of SOQs, that the City will evaluate to determine which Submitters are the most highly qualified to successfully deliver the Project. Pursuant to NC General Statute 143-128.1A, the City shall rank the three most highly qualified Submitters that submit SOQs based on the criteria included in the RFQ. Each short-listed Submitter that submits a proposal in response to the RFQ (if any) is referred to herein as a "Proposer." The City will award a design-build contract for the Project, if any, to the Proposer that is the most highly qualified, as determined by the City.

1.2 Project Site and Goals

The City was awarded a Parks and Recreation Trust Fund (PARTF) grant in 2022 that included construction of new recreational elements at several existing facilities and renovation of the Lenoir Aquatic and Fitness Center (LAFC) located at 1031 Jim Barger Court NE. This RFQ seeks to identify a qualified design-build firm capable of designing and constructing renovations of LAFC, including renovation/reconfiguring of two (2) family-style restrooms, separate male and female locker rooms, an existing whirlpool room, and three (3) racquetball courts. In addition

to modification of the existing floor plan(s) in the restrooms and locker rooms to accommodate the project goals, reconfiguring, replacement, or relocation of existing mechanical, electrical, and/or plumbing (MEP) systems should be anticipated by the successful design-build firm or team.





1.3 Submitter Information

To allow receipt of any addenda or other information regarding this RFQ, each Submitter is solely responsible for ensuring that the City's Project Manager as described in Section 2.6 has its contact person's name and e-mail address. If an entity intends to submit a proposal as part of a team, the entire team is required to submit a single SOQ as a single Submitter.

END OF SECTION 1

2.0 BACKGROUND INFORMATION; RFQ PROCESS

The section below provides background information about the project and the process to be followed as part of this RFQ.

2.1 Project Site

The project site is located at 1031 Jim Barger Court NE, Lenoir, North Carolina 28645. The property functions as a public recreation facility featuring indoor and outdoor pools, waterslides, and other aquatic elements, indoor racquetball and exercise spaces, and outdoor hiking/mountain biking trails. It is expected that the facility will remain open to the public during construction of this project.

2.2 Project Scope

The project scope of work should include, but not be limited to, necessary design, engineering, permitting, and construction of renovations to select interior spaces at LAFC. Renovations may include floorplan modification, floor, ceiling, and wall covering replacement, painting, installation of new MEP system components and fixtures (as necessary to accommodate project goals), and any other construction elements needed to provide fully functioning spaces. The project design should include a special focus on complying with ADA requirements and providing accessibility to spaces currently not in compliance.

All construction plans must be reviewed and approved by the City of Lenoir prior to construction. Accordingly, Submitters should anticipate approximately 60 days from submittal to construction for the formal permit submittal, to allow time for multiple cycles of review by all agencies involved, including the City of Lenoir and the Caldwell County Building Inspection Department.

2.3 Project Budget; Maximum Time Allowed

The project budget is approximately $700,000.00. The anticipated final completion date for the project is no later than October 31, 2025. Funding agency requirements and contract terms mandate a completion date of October 2025.

2.4 Project Schedule

The deadline for submitting RFQ questions and the SOQ due date stated below apply to this RFQ. The City anticipates the following additional Project milestone dates. *This schedule is subject to revision by addenda to this RFQ.*

- Re-issue RFQ – Thursday, January 2, 2025
- Questions or requests for clarification due – Wednesday, January 8, 2025, 5 p.m. local time
- SOQ due – Wednesday, January 15, 2025, 5 p.m. local time
- City Project Review Committee opens and evaluates SOQs – Thursday January 16, 2025 through Monday, January 20, 2025
- City Staff recommend firm for contract negotiation – Tuesday, January 21, 2025
- City Council awards contract to design-builder – February 4, 2025 (subject to change)
- Project Completion – No later than October 31, 2025

2.5 City of Lenoir Project Management; Ex Parte Communications

Jared Wright is the City's Director of Special Projects and Grants and functions as the City's Project Manager. As the Project Manager, Jared Wright is the City's sole contact person and addressee for receiving all communications about the Project. Only written inquiries will be accepted. Except as permitted by Section 5.1 and below, all inquiries and comments regarding the Project and the procurement thereof must be made by e-mail:

E-mail: jwright@ci.lenoir.nc.us

During the Project procurement process, commencing with issuance of this RFQ and continuing until award of a contract for the Project (or cancellation of the procurement), no employee, member, or agent of any Submitter shall have any ex parte communications regarding this procurement with any member of the City Council, their advisors (i.e. departments, boards, authorities), or any of their contractors or consultants involved with the procurement, except for communications expressly permitted by the City Project Manager and this RFQ.

Any Submitter engaging in such prohibited communications may be disqualified at the sole discretion of City.

2.6 Questions and Clarifications; Addenda

Questions and requests for clarification regarding this RFQ must be submitted in writing to City's Project Manager as described in Section 2.6. To be considered, all questions and requests must be received by 5:00 PM Eastern Standard Time, on January 8, 2025. The City reserves the right to revise this RFQ at any time before the SOQ due date. Such revisions, if any, will be published as addenda to this RFQ. The City will use the following guidelines when responding to questions and requests for clarification and when issuing addenda:

- The City will answer questions and requests for clarification and post the answers to the City's website: https://www.cityoflenoir.com and any third party procurement sites used for publication and dissemination of this advertisement.
- For firms submitting SOQs prior to the deadline, any addenda or clarification will be sent by the project manager to the email address of the appropriate contact provided by the submitting firm.
- Any firm having submitted their SOQ prior to the issuance of an any addendum to this RFQ shall be allowed to respond to the amended RFQ prior to the RFQ deadline as stated above.

2.7 Major Participant

As used herein, the term "Major Participant" means any of the following entities: all general partners or joint venture members of the Submitter; all individuals, persons, proprietorships, partnerships, limited liability partnerships, corporations, professional corporations, limited liability companies, business associations, or other legal entities however organized, holding (directly or indirectly) a 15% or greater interest in the Submitter; any subcontractor(s) that will perform work valued at 10% or more of the overall construction contract amount; the lead engineering/design firm(s); and each engineering/design sub-consultant that will perform 20% of the work.

2.8 City Consultant/Technical Support – Third Party

The City retains the right to seek an outside consulting firm to provide guidance and advice on related financial, contractual, and technical matters related to the evaluation of responses, selection of the design-build firm, and execution of a contract with the successful firm.

2.9 Conflicts of Interest

The Submitter's attention is directed to N.C.G.S. 14-234, which prohibits public officers or employees from benefitting from public contracts. The Submitter is prohibited from receiving any advice or discussing any aspect relating to the Project or the procurement of the Project with any person or entity with a conflict of interest.

The Submitter agrees that, if after award, a conflict of interest is discovered, the Submitter must make an immediate and full written disclosure to the City that includes a description of the action that the Submitter has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, the City may, at its discretion, terminate the design-build contract for the Project. If the Submitter was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default. The City may disqualify a Submitter if any of its Major Participants belong to more than one Submitter organization. See Section 3.9 for additional information regarding this matter.

2.10 Changes to Organizational Structure

Individuals and design-build firms as defined in N.C.G.S. 143-128.1B (including Key Personnel or Major Participants) and identified in the SOQ may not be removed, replaced, or added to without the written approval of the Project Manager, or designee. The Project Manager, or designee, may revoke an awarded contract if any individual or design-build firm identified in the SOQ is removed, replaced, or added without the Project Manager's, or designee's, written approval. To qualify for the Project Manager's, or designee's, approval, the written request must document that the qualifications of the proposed removal, replacement, or addition will be equal to or better than the individual or design-build firm provided in the SOQ. The Project Manager, or designee, will use the criteria specified in this RFQ to evaluate all requests. Requests for removals, replacements and additions must be submitted in writing to the City's Project Manager as described in Section 2.

2.11 Equal Employment Opportunity

The Submitter will be required to follow both North Carolina and Federal Equal Employment Opportunity (EEO) policies.

2.12 Minority Businesses, Historically Underutilized Businesses, and Small Professional Service Firm

The City welcomes and encourages minority businesses, Small Professional Service Firms (SPSF), and Historically Underutilized Businesses (HUB) to participate in this RFQ. The Firm, sub- consultant, and sub-firm shall not discriminate on the basis of race, religion, color, creed, national origin, sex, age, or handicapping condition in the performance of this project.

END OF SECTION 2

3.0 CONTENT OF STATEMENT OF QUALIFICATIONS; HOW INFORMATION IN THE STATEMENT OF QUALIFICATIONS WILL BE USED

This section describes specific information that must be included in the SOQ. SOQs must follow the outline of this Section 3.0. Submitters shall provide brief, concise information that addresses the requirements of the Project consistent with the evaluation criteria described in this RFQ. Documents submitted pursuant to this RFQ will be subject to the Freedom of Information Act and North Carolina General Statutes Chapter 132, Public Records. Some of the information requested in this RFQ is for informational purposes only, while other information will be used in the qualitative analysis of each SOQ.

The City will initially review SOQs on a pass/fail basis. The purpose of the initial review is for the City to determine whether the SOQ, appears to be generally responsive to this RFQ. An SOQ will be, generally, responsive to this RFQ if it appears to include all of the components of information required by this RFQ in the manner required by this RFQ. This initial pass/fail review does not include any qualitative assessment as to the substance of the information submitted. Those SOQs that pass the pass/fail review will then be reviewed on a qualitative basis according to the criteria specified in Section 4.2. The following Sections 3.1 through 3.10 describe the information that is required and how it will be used.

All documents, responses, inquires or correspondence relating to this RFQ will become property of the City when received. Drawings, tracings, specifications, reports, models, portable storage devices, renderings, and all other documents to be prepared and furnished by the respondent pursuant to specific projects undertaken by the successful proposer shall be the sole property of the City, whether the project for which they are made is executed or not.

3.1 Firm or Team Profile Information

- A signed cover letter from a principal in the firm, if a single firm is submitting, or a signed cover letter with signatures from a principal of every major participant, if submitting as a team or joint venture, expressing interest in the project and certifying that sufficient resources in personnel, equipment, and time are available and can be committed to this project.

- A statement of the firm or team's philosophy, goals, vision statements and/or guiding principles.
- Firm name - Identify the legal entity that would enter into a contract with the City.
- Address of principal office or offices where work will be performed.
- Phone number, website, and e-mail information.
- Name and contact information of the individual who will be the City's primary contact.
- Statement of the firm's history and financial stability.
- Statement of past partnerships with the proposed team or entities participating in a joint venture
- List conflicts of interest the firm or key personnel may have with the project, if applicable.
- Number of years the firm, or each firm acting as a major participant, has been in business in its current capacity.
- The firm's North Carolina General Contractor License and other applicable licensure in the State of North Carolina required for engineering, architecture, or other professional services.
- Insurance information for each major participant.

3.2 Personnel Information

- A resume of each team member that will be assigned to the project, including relevant experience, length of service with the firm, job duties, percentage of availability to commit to this project, and educational and professional background.
- Provide an organization chart of all key team members who will be directly involved in providing services to be assigned specifically to this project. Clearly identify the firm that each team member represents and what their role(s) may with respect to design, construction, or technical services
- Identify the Project Manager who will be empowered to execute project documentation on behalf of, make decisions for, and act on behalf of the firm.

3.3 Organizational Chart(s)

Provide an organizational chart with sufficient detail to list the firm, or firms, team members and their duties and responsibilities throughout the project. The organizational chart should include firm principals, project managers, estimators, designers, superintendents, and support staff that will have a role with the project. Teams should be clearly identified to indicate entities that will participate in project design and construction, and the relationship between firms or team members should be clearly presented to allow the City to make reasonable judgement as to the roles and responsibilities of each participating team.

3.4 Submitter Experience

Describe the experiences on similar municipal or governmental Design-Build projects that the Submitter or each Major Participant has managed, designed, and/or constructed. **Submittals should contain at least three (3) but no more than five (5) representative projects for consideration and evaluation.** For projects in which several of the proposed participants were involved, the Submitter is encouraged to provide a single project description.

Each project description must include the following information:

- A narrative describing the project;
- Name of the project, the owner's contact information (project manager name, phone number, e-mail address), and project number (if applicable). If the owner's project manager is no longer with the owner, provide an alternative contact at the agency that is familiar with the project. The alternative contact must have played a leadership role for the owner during the project;
- Dates of design, construction, management and warranty periods;
- Detailed description of the work or services provided and percentage of the overall project self-performed; the description of the work should include the project budget and percentages of the total budget required for design services and construction services;
- Description of scheduled completion deadlines and actual completion dates. Describe reasons for completing the project in advance of or later than the completion deadline specified within the original contract;
- Pictures of completed projects showing quality and type of work/services provided (pictures should be captioned to clearly indicate project components or subject matter).

The City may elect to use the information provided as a reference check.

3.5 Key Personnel

The information required by this section will be used in the qualitative assessment of the SOQ. Each submittal should contain the following:

- Resumes for each team member listed in organizational charts, complete with current and any previous titles with the same firm;
- Relevant, applicable experience on similar design-build projects;
- Length of service with the firm;
- Typical job duties;
- Percentage of availability to commit to this project;
- Educational and professional background.

A special focus of resumes should be the relevant experience of designers, project managers, and superintendents that will be heavily involved with the project.

3.6 Project Understanding, Approach and Project Management

The information required by this section will be used in the qualitative assessment of the SOQ. Each submittal should contain the following:

- A detailed summary of the project scope, including the facility areas specifically mentioned in this RFQ and project goals associated with each area;
- An understanding of the project goals, design requirements, and potential limitations of the project given the location, budget, and timeline;
- A brief explanation of the project execution process from preliminary investigation through design and construction;
- A correlation to the successful completion of similar projects using the design-build method of project delivery
- The firm or team's approach to project management, communication, and transparency;
- The firm or team's process for quality control, including technical review and construction inspections;
- The firm or team's use of subcontractors and applicable quality control procedures for subcontracted portions of the work;
- The firm or team's safety program, controls, initiatives, and the EMR for each major participant.

3.7 Acknowledgment of Clarifications and Addenda

Each submitter shall clearly acknowledgement receipt of any clarifications or addenda by signature of one or more principals of the submitting firm or firms. If necessary, this acknowledgment shall be inserted on company letterhead after the cover letter. This acknowledgement will not count towards the submittals page limit.

3.8 Bonding Capability

Provide a letter from a surety or insurance company stating that the Submitter is capable of obtaining performance and payment bonds covering the Project in the amount of 100% of the construction contract amount, in accordance with N.C.G.S § 44A-26, conditioned upon faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Such bond(s) shall be solely for the protection of the contracting body that is constructing the project. Letters indicating "unlimited" bonding capability are not acceptable. The surety or insurance company providing such letter must be authorized to do business in the State of North Carolina.

3.9 Submitter Information

For the Submitter, each Major Participant, and any affiliate of the Submitter or a Major Participant (including the firm's parent company, subsidiary companies, and any other subsidiary or affiliate of the firm's parent company) whose experience is cited as the basis for the firm's qualifications:

- Describe any project that resulted in assessment of liquidated damages, stipulated damages, or monetary deductions for not meeting intermediate and completion deadlines against the firm within the last five years. Describe the causes of the

delays and the amounts assessed. Describe any outstanding damage claims for projects in which any firm was involved within the last five years;

- Describe the conditions surrounding any contract (or portion thereof) entered into by the firm that has been terminated for cause, or which required completion by another party, within the last five years. Describe the reasons for termination and the amounts involved.

- Describe any debarment or suspension from performing work for the federal government, any state or local government, or any foreign governmental entity, against the firm.
- For each description, identify the project owner's representative and current phone number. Indicate "None" to any subsection above that does not apply.

3.10 Conflicts of Interest

Identify all relevant facts relating to past, present or planned interest(s) of the Submitter's team (including the Submitter, Major Participants, proposed consultants, contractors and subcontractors, and their respective chief executives, directors and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFQ. See Section 2.10 for replacement of key project personnel.

END OF SECTION 3

4.0 EVALUATION PROCESS

Submitter qualifications will be evaluated in the following manner:

4.1 SOQ Evaluation

The City will initially review the SOQs for responsiveness to the requirements of this RFQ. At this time, a pass/fail determination will be made for each submittal. Submittals that achieve a pass of the initial review will proceed to qualitative evaluation using the criteria and scoring rubric in Section 4.2.

4.2 SOQ Evaluation and Scoring

The City will evaluate all responsive SOQs and measure each Submitter's response against the project goals and selection criteria set forth in this RFQ, resulting in a numerical score for each SOQ. The City will use the following criteria and weightings:

a) Submitter Organization and Experience (30 Possible Points)
b) Key Personnel Experience

- Team members' experience and qualifications
- Key management/Staff experience, capabilities and functions on similar projects. The points will be scored in accordance with the following sub-criteria:
    - Contractor's Personnel (15 Possible Points)
    - Design Personnel (15 Possible Points)

c) Project Understanding and Project Management Approach (30 Possible Points)

d) Presentation of the firm or team's combined proposed personnel experience, project approach and understanding, demonstration of applicable project management practices suitable for this project, appropriate quality controls, and demonstrated safety program(s)

(10 Possible Points)

e) Legal and Financial (Pass/Fail)

A total of 100 Possible Points are available to each scored submittal

4.3 Determining the Most Qualified Submitter

The City will total the scores for each responsive SOQ and prepare a ranked list of Submitters. The City anticipates identifying the most qualified Submitter through evaluation of SOQs. If the City receives less than three SOQs, or determines that fewer than three Firms are qualified, it will re-advertise the RFQ pursuant to Section 143-128.1A(d) of North Carolina General Statutes.

The City reserves the right, in its sole discretion, to cancel this RFQ, issue a new request for qualifications, reject any or all SOQs, seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ, seek and receive clarifications to an SOQ and waive any minor deficiencies, irregularities, or technicalities in considering and evaluating the SOQs.

This RFQ does not commit the City to enter into a contract or proceed with the procurement of the Project. The City assumes no obligations, responsibilities and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred by the parties responding to this RFQ. All such costs shall be borne solely by each Submitter.

4.4 Notification of Submitter Ranking

Upon completion of the evaluation, scoring, and ranking process, the City will make available a list and ranking of all scored submittals.

4.5 Interview of Firms/Teams (if necessary)

Prior to ranking the Firms/Teams for final selection, the City may elect to interview three (3) firms/teams. The purpose of this interview, if conducted, will be to meet the proposed Project Team and, if applicable, become familiar with key personnel and/or with the selection strategy proposed by the Submitter and to better understand the firm/team's project approach and ability to meet the stated objectives for the Project. Interviewed firms/teams should be prepared to discuss, with specificity, their capacity to conduct this work in compliance with the Project timeframe, budget and good-faith obligations. The City will notify each interviewee to schedule individual times for interviews and any other pertinent information, should interviews be necessary prior to final selection.

END OF SECTION 4

5.0 PROCEDURAL REQUIREMENTS FOR SOQ SUBMITTAL (TIME, PLACE, FORMAT)

The following section describes requirements that all Submitters must satisfy in submitting SOQs. Failure of any Submitter to submit their SOQ as required in this RFQ may result in rejection of its SOQ.

5.1 Due Date, Time and Location

All SOQs must be received by 5:00 PM Eastern Standard Time, on January 15, 2025, as indicated in Section 1.0. The delivery address for SOQs is as follows:

City of Lenoir
Attn: Jared Wright, Director of Special Projects and Grants
801 West Avenue
Lenoir, North Carolina 28645

SOQ packages shall be clearly labeled as follows:

Statement of Qualifications
2022 PARTF Project – Lenoir Aquatic and Fitness Center Improvements

Any SOQ that fails to meet the deadline or delivery requirement will be rejected without opening, consideration or evaluation. Submitters assume responsibility for the agent of delivery.

5.2 Questions

Questions regarding this request should be directed to Jared Wright via email at jwright@ci.lenoir.nc.us, and will be accepted until 5:00pm local time on January 8, 2025. Questions must be submitted in writing and delivered via e-mail. All responses to questions will be posted by 5:00pm local time on January 10, 2025, in each location where the original RFQ is advertised.

5.3 Format

SOQs shall be color-copied and bound, and may not exceed twenty-five (25) single-sided pages (excluding the cover letter, any acknowledgement of addenda, and/or section dividers). Three (3) hard copies of each SOQ are to be submitted, along with a pdf version of the SOQ included on a portable storage device supplied with the hard copy package.

5.4 Integrity

Maintaining the integrity of the RFQ process is of paramount importance for the City. Attempts to contact elected officials, City staff other than those staff members specifically listed herein, or the Project Designer, for the purpose of obtaining information regarding the RFQ/SOQ submittal or selection process will result in rejection of the submission.

5.5 Public Record and Trade Secret

Upon receipt by the City, your SOQ Package is considered a public record, except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. Your SOQ Package will be reviewed by the City's Selection Committee, as well as other City staff and members of the general public who submit public records requests. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by a firm should be submitted in a separate, sealed envelope marked "Trade Secret — Confidential and Proprietary Information — Do Not Disclose for the Purpose of Evaluating this Qualifications Package," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope. In submitting an SOQ Package, each firm agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third parties who serve on the Selection Committee or who are hired by the City to assist in the selection process. Furthermore, each firm agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire Qualifications package as a trade secret may be disqualified from the selection process.

5.6 Delivery and Selection

The City accepts no responsibility for expenses incurred during the preparation or delivery of SOQs. The City reserves the right to: reject any and all SOQs, select the most qualified firm for the referenced work, waive technical errors and informalities, and to accept the SOQs, which, in its sole judgment, best serves the public interest.

END OF SECTION 5

DESIGN-BUILD TEAM DECLARATION STATEMENT

(Include a signed copy of this form in the submitted Statement of Qualifications)

1. We (the submitting Design-Build entity) certify that each licensed design professional who is a member of the design-build team, including subconsultants, was selected based upon demonstrated competence and qualifications in the manner provided by N.C.G.S. § 143-64.31.

2. We certify that our Design-Build entity's "Designer(s) of Record" have current North Carolina Architectural and/or Engineering license(s) as appropriate for their portion of the design work.

3. We certify that our Design-Build entity's "Builder" has a current North Carolina Contractor's unlimited license, and sub-contractors required to be licensed as may be required.

4. We certify that our Firm/Company will have and maintain liability insurance coverage for a total of $1 million/occurrence and $2 million/general aggregate for commercial general liability, and not less than $1 million per claim for commercial business automobile liability.

5. We certify that we will have coverage for professional liability and errors and omissions by all Designer(s) of Record/Design Professionals of not less than $1 million per claim.

6. We certify that our Firm has sufficient bonding capacity to provide Labor and Material Payment and Performance bonds with coverage of each equal to the total cost of the Project as required by N.C.G.S. 143-128.1A(f).

7. We certify that our Firm can and will obtain a Builder's Risk Insurance Policy for this Project with coverage equal to the total cost of the Project.

8. We certify that our Firm/Company/Personnel have/has no potential or actual conflicts of interest to report and that no relationships, transactions, circumstances, or positions held are believed to contribute to any such conflict of interest.

9. I hereby certify the information set forth in this declaration is true and complete to the best of my knowledge.

_____

(Authorized Signature, Title, Design-Build Entity Name and Date)

By signature on this Declaration, Submitters certify they comply with:

a) The laws of the State of North Carolina, the applicable portion of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.
b) All terms and conditions set forth in this RFQ.
c) A condition that the SOQ submitted was independently arrived at, without collusion, under penalty of perjury.
d) That their bids, if applicable, will remain open and valid for at least 60 days.

Statement of Qualifications

Design-Build Services for

LENOIR AQUATIC AND FITNESS CENTER IMPROVEMENTS

2022 PARTF PROJECT - City of Lenoir, NC

December 31, 2024



J Cope Construction

RBSA ARCHITECTS

346 9th Street SE | Hickory, NC 28602
704.940.9405

225 N. Main Street Suite 501 | Salisbury, NC 28144
704.633.3121

City of Lenoir
Attn: Jared Wright, Director of Special Projects and Grants
801 West Avenue
Lenoir, NC 28645

December 31, 2024

RE: Statement of Qualifications for 2022 Partf Project - Lenoir Aquatic and Fitness Center Improvements

Dear Members of the Selection Committee,

The J.M. Cope + RBSA (Ramsay, Burgin, Smith Architects, Inc.) team will work side-by-side with you to ensure your project's success, from concept to completion. This project offers a chance to bring new life into your Aquatic and Fitness Center and to make sure that this building is fulfilling your mission of " enhancing the quality of life of residents while providing innovative, enjoyable, and safe recreational opportunities for all citizens." Our team understands the project's importance and its positive community impact. J.M. Cope + RBSA is excited for the opportunity to partner in bringing this vision to reality. The J.M. Cope + RBSA team brings a number of strengths to this endeavor:

A Company Approach Centered Around Collaboration and Best Value: The J.M. Cope + RBSA team is committed to building strong partnerships through collaboration, teamwork, and trust. Our extensive experience with the Design-Build approach allows us to work closely with our clients, understanding their goals and priorities while ensuring that each project aligns with their vision. Our focus is on delivering the best value, and our extensive experience in similar projects ensures that we can provide high-quality, cost-effective solutions without compromising the project's scope or impact.

A Team with Extensive Municipal Design-Build Expertise: Our team members are experts using the design-build delivery methods, focusing on collaboration and best value. With me, Chad Webb, as your Project Executive and Hunter Galliher as Project Manager, we bring municipal renovation expertise to complement our firm's extensive design-build background and established best practices for similar facilities. This allows us to deliver high-quality results, minimize risks and costs, and produce deliverables on or ahead of schedule.

We certify that we have the necessary resources in personnel, equipment, and time to fully commit to this project, ensuring its successful and timely completion.

Overall, our objective for your renovation is to provide you with unmatched service to "Create with you" an updated place for your community. Thank you for considering the J.M. Cope team. We look forward to the opportunity to meet with you and to continue to build onto our relationship with the City of Lenoir. If you have any questions about our qualifications, please do not hesitate to contact me at 704.917.9755.

Respectfully,

J.M. Cope, Inc.

Chad Webb, Vice President
(Authorized to Contractually Bind)

Table of Contents

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4. Project Approach 16
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J.M. Cope Construction

Named one of the region's Largest General Contractors, J.M. Cope brings extensive CMAR experience with municipal facilities.

Driven by a desire to help improve our communities and build leaders, J.M. Cope team members focus on honesty, collaboration, and a strong work ethic, incorporating safety and sustainability into our decision-making processes at every level. We are excited about the opportunity to partner with the City of Lenoir on your Lenoir Aquatic and Fitness Center Improvements project and continue to help positively impact your community.

Section 1 Firm Profile Information



FIRM INTRODUCTION

With the J.M. Cope + RBSA team, your Aquatic and Fitness Center Improvements project will benefit from the extensive experience of team members skilled in managing municipal renovations of various scale. Our shared philosophy centers on integrity, professionalism, honesty, and exceeding client expectations. Our mission is to achieve operational excellence and customer satisfaction, delivering a project that everyone will be proud to have contributed to.

J.M. Cope, Inc.
346 9th Street SE
Hickory, NC 28602
704.940.9405
www.jmcope.com
cwebb@jmcope.com

City's Primary Contact:
Chad Webb, Vice President, NC Division
346 9th Street SE
Hickory, NC 28602
Mobile: 704.917.9755

A statement of the firm's philosophy, goals, vision statements and/or guiding principles.

J.M. COPE – YOUR PARTNER IN CONSTRUCTION

J.M. Cope has been building and improving southeastern facilities for 43 years. We focus on projects within a 90-mile radius of our offices to ensure we can deliver on our customer service from all levels, and bring detailed knowledge of the local subcontractor market.

At J.M. Cope, we seek to improve our community through the value and quality of the projects we build. As a trusted advisor, we offer our clients a variety of construction delivery method services, but no matter the services we provide or contract method under which we provide them, our approach to client service is the same – we work to truly know and understand our clients, their goals, and their priorities. We make those goals our own.

We enjoy our work the most when it can be done in an environment of cooperation, collaboration, and trust, so on every project, our goal is to create those ideal conditions starting with our own actions. Through open and honest communication, and a culture of integrity and fairness, we seek to build relationships that lead to success.

Firm name - Identify the legal entity that would enter into a contract with the City J.M. Cope, Inc.

Statement of the firm's history and financial stability.

J.M. Cope is a regional construction company in business for over 43 years. Over these 43 years, we have been financially stable as we take a conservative approach to our finances. We are well-positioned in terms of financial resources and capacity to meet the needs of your project. We are happy to provide financial references upon request.

Number of years the firm has been in business in its current capacity. J.M. Cope - 43 years // RBSA - 39 years

List conflicts of interest the firm or key personnel may have with the project, if applicable.

Neither J.M. Cope, RBSA , nor any of our key personnel, have any conflicts of interest with this project.

The firm's North Carolina General Contractor License and other applicable licensure in the State of North Carolina required for engineering, architecture, or other professional services. Insurance information for each major participant.

The requested licensure and insurance information are located on the following pages.

Section 1 Firm Profile Information



About RBSA // Architecture

Ramsay Burgin Smith Architects, Inc. (RBSA) was incorporated in 1986. Previously, the firm practiced under the name of Ramsay Associates, Inc., an architectural firm founded by John Ramsay, Sr., FAIA in 1947.

RBSA offers full architectural services including initial master planning through design, construction documents, bidding and construction administration. RBSA has a long history of successful projects across the state that include new construction , renovation and consultation services.

We have developed a reputation for distinctive quality, superior customer service and innovative, budget conscious solutions.

RBSA ARCHITECTS

Expiration Date
12/31/2024

License No.
71908

North Carolina

Licensing Board for General Contractors

This is to Certify That:

J. M. Cope, Inc.

Rock Hill, SC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2024

when this Certificate expires.
Witness our hands and seal of the Board.
Dated, Raleigh, N.C.
01/01/2024

This certificate may not be altered.

Chairman

Secretary-Treasurer

The North Carolina Board of Architecture

certifies that

RAMSAY, BURGIN, SMITH, ARCHITECTS, INC.

is registered and authorized to practice
Architecture in the State of North Carolina.

In testimony whereof this certificate has been issued
by the authority of this Board.

Registration number: 50370
Initial registration: 10/31/1986
Expires on: 12/31/2025

Executive Director

Section 1 Firm Profile Information

Insurance Information

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/28/2023

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

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

PRODUCER	CONTACT NAME: Mitzi Hines
NFP Prop & Casualty Serv Inc. 1901 Roxborough Road Suite 300 Charlotte NC 28211	PHONE (A/C, No, Ext): 704-523-4222 FAX (A/C, No): 704-523-0024 E-MAIL ADDRESS: mitzi.hines@nfp.com

INSURED	JMCOPEI-01
JM Cope Inc; JM Cope Investments, LLC, JMCOZB 1, LLC; JMCOZF 1, LLC; Cope Promote, LLC; Legion Storage, LLC 199 Cherry Road S./PO Box 4047 Rock Hill SC 29732	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Company of Pittsburg	19445
INSURER B : New Hampshire Insurance Company	23841
INSURER C : Ascot Insurance Company	23752
INSURER D : Aspen Specialty Insurance Company	10717
INSURER E : Convex Insurance UK Limited	
INSURER F : Selective Insurance Co of the Southeast	39926

COVERAGES **CERTIFICATE NUMBER:** 436092063 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contractual Liab X XCU Not Excluded GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL3292108	9/1/2023	9/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA4544765	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C D	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			ESXS2310002522-01 CX006MR23	9/1/2023 9/1/2023	9/1/2024 9/1/2024	EACH OCCURRENCE AGGREGATE $	$ 15,000,000 $ 15,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC022298387	9/1/2023	9/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E F	Professional/Pollution Liab Builders Risk Reporting Form			PF01042A22 S2581654	9/1/2023 9/1/2023	9/1/2024 9/1/2024	Occ/Agg Limit Per Project	5,000,000 25,000,000

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

CERTIFICATE HOLDER

For Informational Purposes Only
****
****

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alan Wise

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

Section 2 Project Team

Our team's collaborative approach and solutions-focused mindset sets them apart from other industry veterans. They are well versed in the complexities that can occur when a recrational building is being revitalized and renovated to meet the needs of the community.

*A resume of each team member that will be assigned to the project, including relevant experience, length of service with the firm, job duties, percentage of availability to commit to this project, and educational and professional background***.**

Please see team member resumes located on the following pages. For percentage of availability, please see on the organizational chart below.

*Provide an organization chart of all key team members who will be directly involved in providing services to be assigned specifically to this project***.**

We have hand-selected this project team based on their successful history of working on historical municipal projects for clients. They prioritize making timely and decisive decisions to ensure project success. With strong working relationships and experience working together on numerous projects, our team is well-equipped to deliver top-quality results to the City.

CITY OF LENOIR



CHAD WEBB
PROJECT EXECUTIVE
25% DESIGN; 20% CONSTRUCTION



HUNTER GALLIHER*
PROJECT MANAGER
30% DESIGN; 100% CONSTRUCTION
**Empowered to execute project documentation on behalf of, make decisions for, and act on behalf of the firm.*

DESIGN | CONSTRUCTION

DAN NORMAN, AIA
PRINCIPAL-IN-CHARGE
75% DESIGN; 10% CONSTRUCTION



KIP BUCK
SUPERINTENDENT
10% DESIGN; 100% CONSTRUCTION

DIANE GIBBS, AIA
PROJECT MANAGER
75% DESIGN; 10% CONSTRUCTION



MAC MAGAHA
SAFETY DIRECTOR & QUALITY ASSURANCE
10% DESIGN; 100% CONSTRUCTION

M/P - SE COLLINS CONSULTING

ELECTRICAL - DESIGN ENGINEERING

STRUCTURAL - RBSA

PRECONSTRUCTION TEAM



KEVIN CONRAD
PRECONSTRUCTION MANAGER
100% DESIGN; 15% CONSTRUCTION

Section 2 Project Team



EDUCATION/CERTIFICATION

East Carolina University, BS - Construction Management, 2003

YEARS OF EXPERIENCE: 25

YEARS WITH J.M. COPE: 1

RELEVANT EXPERIENCE

ABOUT

CHAD WEBB

PROJECT EXECUTIVE

As a seasoned Project Executive, Chad brings over 25 years of invaluable experience in business intelligence and operations management, with a specific focus on municipal projects that align perfectly with the goals of the City of Lenoir. He consistently excels in delivering projects ranging $3M to $100M in value, showcasing his capacity to manage projects of varying scale and complexity.

Chad's competencies encompass leadership and people development, risk management, contract negotiations, and strategic planning. His commitment to excellence is underscored by his active involvement in industry organizations and advisory boards, ensuring he remains at the forefront of market trends and best practices, which will be invaluable for the success of this project. He has cultivated a strong reputation for delivering optimized construction solutions, consistently driving results in a collaborative and inclusive manner.

Davidson County Courthouse Renovations & Additions* | Davidson, NC I $25M

DESIGN-BUILD PROJECT | PARTNERSHIP WITH RBSA | MUNICIPAL PROJECT | RENOVATION

The project involves two existing courthouses and an adjoining jail facility. The goal was to consolidate all court-related departments—currently spread across at least four locations—into one cohesive space. Additionally, the plan includes adding five new courtrooms and establishing efficient circulation to and from the existing courthouse facilities. The two courthouses, located on opposite sides of the city block, will be unified by a proposed three-story addition. This addition not only connects the buildings but also introduces a striking new main entrance on Center Street, enhancing accessibility and presence.

Lincoln Academy Street & Med Arts Renovations* I Lincolnton, NC | ~ $3.7M Combined

DESIGN-BUILD PROJECT | RENOVATION | MUNICIPAL PROJECT

A project involving approximately 26,500 SF of renovations to two separate buildings: Lincoln Academy Street and Medical Arts. Lincoln Academy Street houses Veteran's Services and Parks and Recreation departments, while Medical Arts accommodates the offices of Juvenile Probation, Public Defender's Office, and the Register of Deeds.

Lincoln County Historic Courthouse Redevelopment Project | Lincolnton, NC I $3.68M

MUNICIPAL PROJECT | RENOVATION

The project consists of a 30,000 SF renovation to the exterior, interior and site improvements of the existing Historic Courthouse. New features include demolition, replacement of existing utilities, new windows, exterior doors, waterproofing, core shell new MEP and Fire protection for future tenant buildouts.

Morrison Regional Library* I Charlotte, NC I $4.2M

RENOVATION | MUNICIPAL PROJECT

The Morrison Regional Library renovation and expansion project consisted of the renovation of 24,454 SF of existing space with selective demolition of both site and building components. Additionally, 2,257 SF of new space was added to the library enclosure. The library now features glass walls, more windows and open space - including a self-service cafe on the first floor, expanded areas for children, new meeting rooms, an upstairs portico, and an expanded conference room.

**Experience completed prior to joining J.M. Cope*

Section 2 Project Team



HUNTER GALLIHER

PROJECT MANAGER

ABOUT

With six years of experience in the construction industry, Hunter excels in managing dynamic project environments with a strong team- and project-first mentality. He collaborates closely with project staff and trade partners to ensure projects are executed safely, efficiently, and profitably. Hunter is committed to fostering long-term relationships with company staff, trade partners, and design firms, recognizing that successful collaboration leads to outstanding project outcomes and repeat clients. His dedication to clear communication and proactive problem-solving helps drive projects forward, ensuring goals are met and expectations are exceeded.

Hunter Galliher will serve as Project Manager and will be empowered to execute project documentation on behalf of, make decisions for, and act on behalf of the firm.

EDUCATION/CERTIFICATION

Appalachian State University, BS - Construction Management, 2019

OSHA Training — 30 Hour Certificate
Fork Lift Certified

YEARS OF EXPERIENCE: 6
YEARS WITH J.M. COPE: 1

RELEVANT EXPERIENCE

Endy Elementary School Addition and Renovations
Albemarle, NC | $3.9M
PUBLIC PROJECT | RENOVATION
The Endy Elementary School expansion added 14,331 sf to the campus, including 10 new classrooms and workrooms. This addition was built to meet the needs of the school's growing student body, providing modern, functional spaces for learning and collaboration.

Appalachian State University Field Hockey Field House*
Boone, NC | $5M
New 2,500 sf Field House for Appalachian State's field hockey team.

Appalachian State University Pedestrian Roadway Site Improvement*
Boone, NC | $3M
Demo existing Plaza at Wey Hall, and installed New Plaza and paver roads.

Flats on King Street*
Boone, NC | $14M
A 5 story multi-use apartment complex

North Carolina School of Science and Math (NCSSM)* | Morganton, NC | $71M
State Construction, New 5 Story Dorm, New 2 Story Academic STEM building, Historical Renovation of 1920's Administration Building, Historical Renovation of 1940's Barn into Theater, 232' New Water Tower

**Experience completed prior to joining J.M. Cope*

Section 2 Project Team



KIP BUCK
SUPERINTENDENT

ABOUT

Kip Buck has been in the construction industry for over 38 years. Kip surpervises and coordinates overall field level construction activities. This includes coordination with the Owner, problem solving with the design team, managing and coordinating trade contracts, maintaining quality control, adhering to the project schedule, and providing a safe working environment. He specializes in renovations and working on occupied school sites. He understands the importance of safety and communication when construction is happening on an existing site.

EDUCATION/CERTIFICATION

OSHA Training — 30 Hour Certificate
First Aid Certified
Forklift Certified

YEARS OF EXPERIENCE: 38
YEARS WITH J.M. COPE: 6

RELEVANT EXPERIENCE

Mount Pleasant Elementary School Addition and Renovations
Mount Pleasant, NC | $10.7M | On-going
PUBLIC PROJECT | RENOVATION
Project Superintendent for this project that consists of a 18,000 SF new addition and 10,500 SF of renovation within the existing schools. Project had multiple phases, work is being done with school in session and the entire new & existing foot print of the school will receive a new metal roof.

Endy Elementary School Addition and Renovations
Albemarle, NC | $3.9M
PUBLIC PROJECT | RENOVATION
The Endy Elementary School expansion added 14,331 sf to the campus, including 10 new classrooms and workrooms. This addition was built to meet the needs of the school's growing student body, providing modern, functional spaces for learning and collaboration.

Lakeshore Elementary & Middle School*
Mooresville, NC | $12M
PUBLIC PROJECT | OCCUPIED CAMPUS
Assistant superintendent on a 2 phase combined Elementary and Middle School. Phase 1 included the middle school and shared gym, media center, and kitchen. Phase 2 of this project included the elementary school that was completed the following year.

**Experience completed prior to joining J.M. Cope*

Section 2 Project Team



DIANE J. GIBBS, AIA

ARCHITECTURE & DESIGN

EDUCATION/CERTIFICATION

Savannah College of Art and Design
Bachelor of Architecture - 1991
Masters of Architecture - 1992

YEARS OF EXPERIENCE: 31
YEARS WITH RBSA: 31

ABOUT

Diane manages all project phases including programming, planning, design, production of Bid Documents, Bidding, Construction Administration and Project Close Out. Diane has also been part of ADA Facility Review process.

Davidson County Courthouse Renovations & Additions* | Davidson, NC I $25M
DESIGN-BUILD PROJECT | MUNICIPAL PROJECT | RENOVATION
The project involves two existing courthouses and an adjoining jail facility. The goal was to consolidate all court-related departments—currently spread across at least four locations—into one cohesive space. Additionally, the plan includes adding five new courtrooms and establishing efficient circulation to and from the existing courthouse facilities. The two courthouses, located on opposite sides of the city block, will be unified by a proposed three-story addition. This addition not only connects the buildings but also introduces a striking new main entrance on Center Street, enhancing accessibility and presence.



DANNY NORMAN, JR., AIA

ARCHITECTURE & DESIGN

EDUCATION/CERTIFICATION

Guilford Technical Community College Assoc. of Architecture - 1987
University of North Carolina at Charlotte Bachelor of Architecture – 1994

YEARS OF EXPERIENCE: 31
YEARS WITH RBSA: 31

ABOUT

Davidson County Courthouse Renovations & Additions* | Davidson, NC I $25M
DESIGN-BUILD PROJECT | MUNICIPAL PROJECT | RENOVATION
The project involves two existing courthouses and an adjoining jail facility. The goal was to consolidate all court-related departments—currently spread across at least four locations—into one cohesive space. Additionally, the plan includes adding five new courtrooms and establishing efficient circulation to and from the existing courthouse facilities. The two courthouses, located on opposite sides of the city block, will be unified by a proposed three-story addition. This addition not only connects the buildings but also introduces a striking new main entrance on Center Street, enhancing accessibility and presence.

Similar Project Experience: Davidson County Courthouse, Wallace Educational Forum, Partners In Learning, St John's Lutheran Church, West Rowan Public Library, Person County Public Library ADA Review

Section 2 Project Team



ABOUT

KEVIN CONRAD

PRECONSTRUCTION MANAGER/COST ESTIMATOR

With 22 years of experience, Kevin has been a project manager and a project estimator in all markets within the construction industry including municipal, hospitality, multi-family, industrial, commercial, retail, faith-based, and K-12. Kevin's responsibilities include estimating, value engineering, scheduling, cost management, and preconstruction development. Kevin's vast experience gives him an extensive understanding of the preconstruction process including value engineering and the required work for projects to maintain their budgets and timelines. Kevin's ability to deliver successful projects on time has established him as a trusted partner with clients and internal teams alike.

**Experience completed prior to joining J.M. Cope*

Kevin Conrad is responsible for Guaranteed Maximum Price (GMP).

EDUCATION/CERTIFICATION

New Jersey Institute of Technology, BS - Engineering Technology, Construction Management, 2003

YEARS OF EXPERIENCE: 22

YEARS WITH J.M. COPE: 5

RELEVANT EXPERIENCE

Lincoln County Historic Courthouse Redevelopment Project | Lincolnton, NC I $3.68M

RENOVATION | MUNICIPAL PROJECT

Preconstruction Manager for a 30,000 SF renovation to the exterior, interior and site improvements of the existing Historic Courthouse. New features include demolition, replacement of existing utilities, new windows, exterior doors, waterproofing, core shell new MEP and Fire protection for future tenant buildouts.

Mooresville Operations Center Facility* Mooresville, NC | $8.5M | 2010

Project Manager responsible for this Design-Bid project that included site development of six precast wall structures for the Town of Mooresville Operations Center. Most buildings ranged from 8,000 SF to 56,000 SF with one being 150,000 SF. The buildings consisted of an Operations Center with warehouse, equipment shelter, material storage, truck and equipment maintenance, and brine storage.

Lifehouse Women's Shelter Renovation Rock Hill, SC | $800K | 2023

Lead Estimator for this project and responsible for managing the estimating and bidding process for this project. Project consists of a 3,000 SF of renovation and upfit within a 2- story structure. Project includes removal of interior finishes and adding structural foundations and piers within existing 1st floor structure.

Chester County Detention Center Additions and Renovations Chester, SC | $10M | 2012

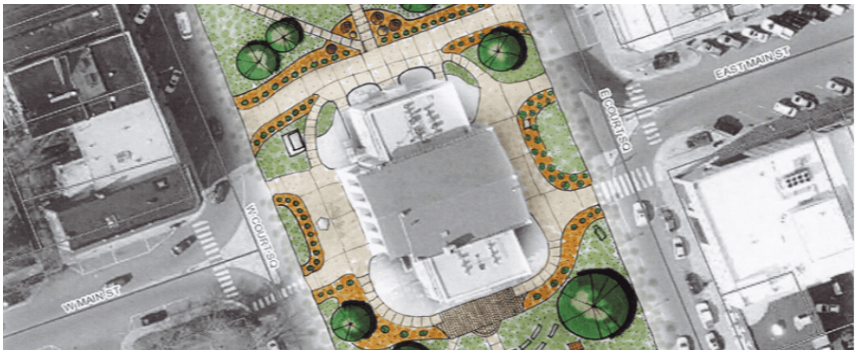
Project Manager for this project. Additions for the detention facility consisted of a 2-story addition which included 63 steel cells, 12,000 SF addition for admin offices and courtrooms, and 6,000 SF for Sheriff offices. Project had multiple phases, work had to be completed with facility open in all areas and the entire new and existing foot print of the facility received a new metal roof.

**Experience completed prior to joining J.M. Cope*

Section 3 Experience

J.M. Cope's mission is to build leaders who build community - and this starts with strong municipal and community facilities. This principle guides the way we treat our clients and partners and the quality of work we consistently deliver. With historical renovations and municipal experience throughout Carolinas, our team knows how to both build and redevelop quality civic facilities and be a good partner while doing it.





Lincoln County Historic Courthouse Redevelopment

Lincolnton, NC

PROJECT DESCRIPTION:

Our team is proud to be a part of the revitalization of the historic Lincoln County Courthouse, transforming it into a vibrant public gathering and event space. This adaptive reuse project preserves the courthouse's rich history while enhancing its functionality to serve as a place for the community. Working closely with the architect under a construction manager at risk delivery method, we ensured seamless integration of modern amenities while preserving the building's architectural integrity. Highlights include a food hall, areas dedicated to local history, and a restored 1923 courtroom now repurposed for events, offices, and meetings. This renovation transforms this building into a versatile venue that celebrates Lincoln County's heritage and fosters community engagement through showcasing the County's history and social experiences.

This project involved remodeling and re-purposing the historic courthouse in compliance with NCGS 143-128.1.

Owner's Contact Information: John Henry, Facilites Management Director, Lincoln County, 704-736-8478 john.henry@linconcountync.gov

Dates for pertinent project milestones: Phase 1: Demo Plans - 4/1/24; Permit - 4/2/24; Bidding & Award - 4/8/24; Construction - 7/22/24; Closeout - 8/23/24

Phase 2: Construction Documents Creation - 8/14/24; Permits - 9/13/24; Bidding & Award 10/25/24; Construction - 10/27/25; Closeout - 12/11/25, Warrenty Period will be 11 Months

Scheduled completion deadlines and actual completion dates: Est. October 2025 (Currently on schedule)

Project Budget: $3,680,000 // Design Fee is unknown as that contract is handled through the county.

WHY IS THIS PROJECT RELEVANT?

- RENOVATION
- COMMUNITY ENGAGEMENT
- RECREATION SPACES
- UNDERSTANDING OF LOCAL COMMUNITY
- MUNICIPAL PROJECT

Section 3 Experience



Rock Hill Sports & Events Center Renovation & Addition

Rock Hill, SC

PROJECT DESCRIPTION:

The new Rock Hill Sports & Event Center at Knowledge Park was a major project for downtown Rock Hill. This new, freestanding, 140,000 SF facility was adjacent to the existing 1939 Building, recently renovated by J.M. Cope. The Arena features eight high-school sized basketball courts and one championship sized basketball court with additional seating capacity. The facility was designed to allow for crossover use, as courts have capacity to host volleyball games, conferences or trade shows, and the championship court will host concerts and other events.

Owner's Contact Information: Skip Tuttle, Tuttle Company, President, 803.366.1158, skip@tuttleco.com

Dates for pertinent project milestones: Contract Execution - 2/2018, Design Development - 5/2018, Construction Document Creation - 8/2018, Permitting - 9/2018, Bidding And Award 11/2018, Construction - 12/2019. ; Closeout - 2/2020, Warrenty Period - 11 Months

Scheduled completion deadlines and actual completion dates: August 2019/December 2019 (difference due to unforeseen conditions and scope changes)

Project Budget: $27,800,000 // 8.2% Design Fee

"J.M. Cope has handled this complicated project on a challenging site professionally and courteously. They are attentive to our concerns and provide valuable feedback."

Harold P. Tuttle, The Tuttle Company

WHY IS THIS PROJECT RELEVANT?

- RENOVATION
- COMMUNITY FACILITY
- RECREATION SPACE
- MUNICIPAL PROJECT
- BROAD SET OF STAKEHOLDERS

Section 3 Experience





Riverwalk YMCA Design-Build

Rock Hill, SC

PROJECT DESCRIPTION:

The new Riverwalk YMCA is a 15,000-square-foot facility built to serve the community's fitness and wellness needs. Designed with multiple fitness studios and a dedicated free weight area, the space offers flexible workout options for members of all ages. High-quality finishes and durable materials enhance the experience, creating a welcoming, long-lasting facility that will be a hub for health and wellness at Riverwalk for years to come. We're proud to deliver a project that supports the community's goals and brings the YMCA's vision to life.

Owner's Contact Information:
Kirk Eich
Chief Executive Officer
Upper Palmetto YMCA
kirkeich@ymcaup.org
803.324.9622

Dates for pertinent project milestones: Contract Execution - 2/2014, Design Development - 5/2014, Construction Document Creation - 8/2014, Permitting - 9/2014, Bidding And Award 1/2015, Construction - 10/2015. ; Closeout - 12/2015, Warrenty Period - 11 Months

Scheduled completion deadlines and actual completion dates: November 2015/October 2015

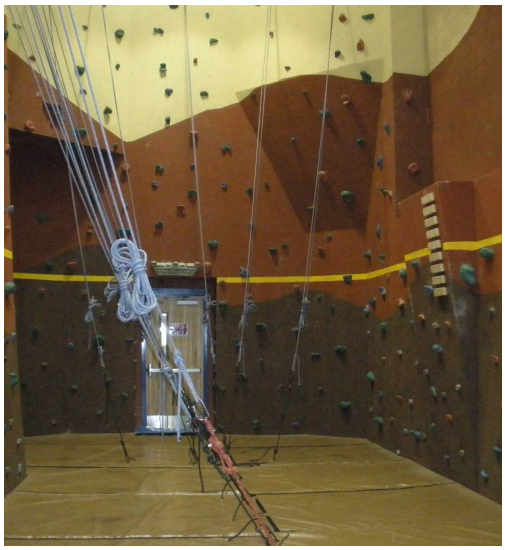
Project Budget: $3,555,834 // 7.2% Design Fee

WHY IS THIS PROJECT RELEVANT?

- DESIGN-BUILD
- ASSESSMENT OF NEEDED SPACES
- COMMUNITY FACILITY
- RECREATION SPACE
- BROAD SET OF STAKEHOLDERS

Section 3 Experience





J.F. Hurley Family YMCA

Salisbury, NC

RBSA ARCHITECTS

PROJECT DESCRIPTION:

RBSA's long history of work with the Rowan County YMCA continued with the programming, planning and construction of this new Salisbury Facility. This facility includes a large Natatorium with an 8 Lane Lap Pool and a 3 Lane Therapy Pool with Water Slide and Water Feature separated by a full height storefront wall system. Programming also included a Child Care Center with an indoor Jungle Gym, a dedicated area for Teen Fitness, Computers and Gaming along with Multi-Use Classrooms, Racquetball Courts, Rock Climbing Wall, Fitness and Aerobic Rooms and a Large Gymnasium with 2 Basketball Courts and elevated Walking Track. The elevated Walking Track also connected to a two-story Fitness Mezzanine that focused outward towards the two-story glass curtain wall. In 2008, RBSA designed the Buck Hurley Youth Center that was added to the original facility. The Youth Center included a Gymnasium with Basketball Courts, General Storage Room, Restrooms and a large Active Gaming Area.

Owner's Contact Information:
Richard Reinholz
Chief Operaing Officer
Rowan-Cabarrus YMCA, JF Hurley Family YMCA
rreinholz@rocabymca.org
704.636.0111

Dates for pertinent project milestones: Scheduled completion deadlines and actual completion dates:
This project was completed in multiple phases, reflecting our long-standing partnership with the Rowan-Cabarrus YMCA. Throughout our history of working on this building, we have consistently met every project deadline. Warrenty periods were 11 months.

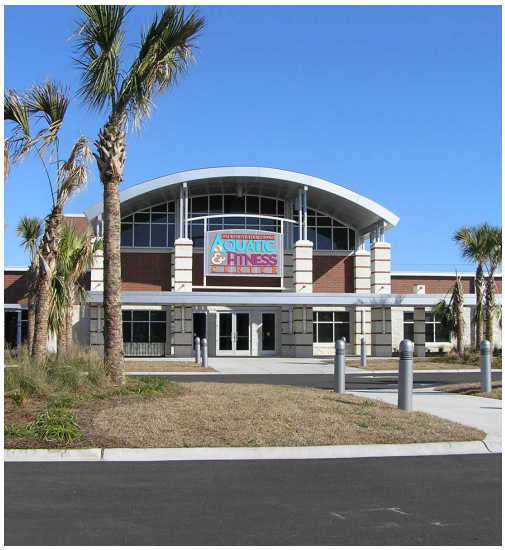
WHY IS THIS PROJECT RELEVANT?

- ASSESSMENT OF NEEDED SPACES
- COMMUNITY FACILITY
- RECREATION SPACE
- PROGRAMMING/CONCEPT DEVELOPMENT
- BROAD SET OF STAKEHOLDERS

Project Budget: Varied by Phase, the average percentage for design services was 8%

Section 3 Experience





North Myrtle Beach Aquatics & Fitness Center

Myrtle Beach, SC

RBSA ARCHITECTS

PROJECT DESCRIPTION:

RBSA worked closely with North Myrtle Beach Staff to create a building program to meet their existing and future growth and goals. The facility included a large Natatorium with an 8 Lane Lap Pool and a 3 Lane Warm Water Therapy Pool with Water Slide separated by a full height storefront wall system. Programming also included a Child Care Center, Multi-Use Classrooms, Racquetball Courts, Fitness and Aerobic Rooms and a Large Gymnasium with 2 Basketball Courts and elevated Walking Track.

Owner's Contact Information:
Casey Chase
Assistant Operations Manager
843.281.3737
ccchase@nmb.us

Dates for pertinent project milestones: Contract Execution - 2/2004, Design Development - 4/2004 Construction Document - 7/2004, Permitting - 9/2004, Bidding And Award 11/2004, Construction - 12/2004; Closeout - 10/2005, Warrenty Period - 11 Months

Scheduled completion deadlines and actual completion dates: 2005/2005

Project Budget: $8,498,985 // 7% Design Fee

WHY IS THIS PROJECT RELEVANT?

- ASSESSMENT OF NEEDED SPACES
- COMMUNITY FACILITY
- RECREATION SPACE
- MUNICIPAL PROJECT
- BROAD SET OF STAKEHOLDERS

Section 4 Project Approach

A detailed summary of the project scope, including the facility areas specifically mentioned in this RFQ and project goals associated with each area

We understand this project involves the renovation and revitalization of facilities at your existing Aquatic and Fitness Center. The renovation will include restrooms, locker rooms, the whirlpool room, and the racquetball courts. The team will work with you to identify the exact scope of each of these rooms based on your needs and limitations. It will be important to update your facility to meet modern standards and needs. Our key objectives on this project are to:

- Creating a Space that is **Functional for You & Your Community**
- **Modernize facilities** to comply with current codes and standards, improving functionality and safety.
- **Enhance Community Impact** to support local culture and history.
- **Implement sustainable practices** to ensure the buildings are environmentally friendly and efficient.

An understanding of the project goals, design requirements, and potential limitations of the project given the location, budget, and timeline

The J.M. Cope + RBSA team understands the potential limitations that can exist when using an existing facility and working within a limited budget. Our team will work closely with you and your stakeholders to create a plan that can best fit your needs within the limitations that exist. We also understand that this project has a tight schedule and that we will need to start this project as soon as it is awarded.

A brief explanation of the project execution process from preliminary investigation through design and construction
We understand that project needs can vary greatly. We specialize in helping our clients meet their goals and objectives and are able to handle design projects large and small with a comprehensive understanding of the issues that may arise. Our team of experts will work closely with you as we begin to understand your goals.

A successful renovation begins with a thorough building program that reflects your expectations and allows the team to gain a clear understanding of those expectations. An initial plan will be generated based on the space needs assessment, meetings with the Owner, potential user groups, and RBSA's experience with similar building types. RBSA will seek to understand the goals for each project as they relate to the following requirements:

- Aesthetic & Community Requirements
- Functional Requirements
- Facility & Maintenance Requirements
- Project Budget Requirements
- Schedule Requirements

As a result of client and stakeholder meetings, we will develop options and plans for the renovation of your spaces that will then be refined into construction documents to be used for construction. J. M. Cope believes it is our responsibility to deliver the highest quality of projects, which is achieved through continuously monitoring quality. From detailed planning through project execution with diligent supervision and inspections, quality is never something we compromise.

We are Design-Build experts. Our collaborative and open-book approach allows us to benefit clients in every phase of development. We will be your partner to ensure your project is a success.

Section 4 Project Approach

The firm or team's approach to project management, communication, and transparency.

MANAGEMENT PLAN

At J.M. Cope, being a great team member is our goal. We listen carefully to your project needs and desires, and work closely with the entire team to ensure they are fulfilled to the fullest extent, while following local building codes and budget constraints. J.M. Cope and RBSA have an excellent reputation for delivering high quality projects. Quality control and designing to the budget of your projects are two of the most important responsibilities we carry. We have the philosophy that the basis of a quality project begins with a good design, detailed planning, and then executing that plan with diligent supervision and inspections.

By leveraging the strengths of our design-build team-centric approach, each member of the project team offers different skills, knowledge, and experience that when functioning together create a superior project for all parties involved. We want to be your advocate throughout the entire design-build process; we will offer suggestions, alternates, and opinions based on our extensive experience with municipal projects and operations centers to ensure you are getting the best value.

J.M. Cope and RBSA team members have worked together over the past 10 years and have gained knowledge of how to successfully deliver a quality design-build project. This team will build upon our history of collaboration and partnership to ensure that Chester County has facilities of the highest caliber.

A COLLABORATIVE DESIGN-BUILD PROCESS

Open communication and transparency are vital throughout any construction project, and the J.M. Cope and RBSA team works as a partner with our clients to keep them informed of the process every step of the way including during design reviews that include stakeholders such as public agencies, program managers, and owners. It takes more than a promise to save clients time and money - it takes proof. Our processes, developed through years of experience and expertise in the local market, create a seamless approach as the project moves from the Initial Design Phase through Post-Occupancy.

A correlation to the successful completion of similar projects using the design-build method of project delivery

Flexible and Economical Designs Without Sacrificing Quality, Aesthetics, or Functionality

Truly successful design is the balance of these very qualities and we believe that inherent to the design/build process is finding that balance. We take pride in providing high quality, functional, and aesthetically pleasing spaces alike while staying within budgets and optimizing cost effectiveness. We work closely and early with our engineers to ensure that they are not only responding to the architectural design but actively providing value analysis when they recognize potential efficiencies and savings for you. We truly believe that exceptional design and cost savings are not mutually exclusive. Our Team is proud to have provided high quality municipal facilities in the most cost-effective manner possible using the design-build delivery method.

Our team has a demonstrated sensitivity to flexible and economical, cost-effective design without sacrificing quality, aesthetics, or functionality on the Riverwalk YMCA project. This project had budget and schedule limitations, but the team worked closely together to ensure that all expectations were met.



Section 4 Project Approach

The firm or team's process for quality control, including technical review and construction inspections

QUALITY CONTROL

We believe that quality cannot be "punched" into a project, but rather is attained through a diligent and daily pursuit and expedient resolution of any issues that may arise. Through the daily utilization of our "Rolling Punch List" tool, our Superintendent prioritizes identifying quality issues, documentation, and timely resolution before work proceeds.

With a 43 year history, we have a long-running "lessons learned and best practices" List. As projects complete, we incorporate these best practices into our next project's planning phase, working closely with our design and engineering teams to integrate these standards into the project's design and specifications.

Throughout construction, our project management teams continually monitor and assess our progress against these best practices. We maintain open lines of communication with all stakeholders, including subcontractors, suppliers, and local authorities, to ensure that everyone is aligned with these standards. Regular safety briefings, quality control inspections, and environmental compliance checks are integral parts of our construction process.

Furthermore, we promote a culture of continuous improvement within our organization, fostering innovation and the implementation of emerging best practices as they evolve within the construction industry.

Constructability Review

Our constructability review process focuses on supporting Maurer Architecture to ensure the documents are biddable and constructable. As well as proper coordination within all design disciplines to ensure our trade partners have a true understanding of the designer's intent. Our review of the documents starts early in the design process to allow the design team to make the necessary changes to avoid redesign, schedule delays and unwarranted change orders. Lastly, to ensure that the Owner's program and comments are fully addressed in the design.

Our objective is to eliminate any potential problems before the commencement of Construction. During our constructability review and in collaboration with both our Pre-Construction and Operation teams, we identify areas of concern that would result in change orders, RFI's and ultimately additional time and cost. Upon conclusion of each review, our team will provide a detailed report of our findings and bring them to the attention of the project team before moving forward to the next phase of design.

Throughout the life of your project, we will provide a report each month to keep all stakeholders abreast of the project status - open communication is a top priority.

Hidden Conditions

We recognize that all projects have instances of hidden or unforeseen conditions that may not have been captured during design, but must be managed properly to prevent rework, schedule, and budget impacts and/or unfavorable subcontractor performance in the field. At J.M. Cope, we pledge to always present a solution to the project team that results in the least impact to the project and one that preserves its quality.

Technical Review & Construction Inspections

At J.M. Cope, our technical review process for quality control is meticulously managed to ensure excellence in every project. ***Mac McGaha, our Safety Director and Quality Assurance lead***, oversees this process with over 30 years of experience in the construction industry. Mac's proactive approach fosters effective communication between clients, subcontractors, management, and design teams, ensuring projects are completed on time and within budget. He expertly manages each project with a focus on value engineering and a steadfast commitment to safety, guaranteeing that our quality control standards are consistently met. This thorough technical review process is central to J.M. Cope's quality control, ensuring that every project meets our clients' expectations and regulatory requirements.

Section 4 Project Approach

The firm or team's use of subcontractors and applicable quality control procedures for subcontracted portions of the work;

Subcontractor Selection

One of the benefits of the CMAR process is that it allows our team to conduct a thorough subcontractor recruitment and prequalification effort to ensure participation by top quality firms with local and minority representation. Subcontractors are properly vetted through required prequalifications statements and references are checked before the most complete responsive quote is accepted. **We use our in-house contact list of over 1,500 subcontractors to ensure pricing is very competitive without sacrificing quality, timeliness, or safety on the project.** With key subcontractors, we will require a subcontractor bond or approved financials to verify the subcontractor has the adequate resources to ensure there are no issues during construction that impact the project schedule.

Our process ranks subcontractors on the following:

1. Track record of similar projects
2. Geographic location with a priority on reinvesting local tax dollars
3. Firm overall capabilities and financial stability
4. Minority or Women-Owned Business

Our team will work closely with the City to prioritize the qualification factors. We also ask City members to weigh in on subcontractor bids before awards are made to ensure all parties are comfortable.



The firm or team's safety program, controls, initiatives, and the EMR for each major participant.

SAFETY IS ALWAYS AN INTEGRAL PART OF EACH JOB WE DO. Full participation, cooperation, and support are necessary to ensure the safety of all people and property involved in a construction project. To that end, we work hard to make certain that all our staff have the knowledge they need to create a safety-focused environment and are empowered to know that the safe decision is always the right decision.

When Marty Cope founded J.M. Cope nearly 43 years ago, he made safety the company's number one priority. Our commitment to the health and safety of our employees, subcontractors, customers, and community remains just as steadfast today. We hold all J.M. Cope employees — from management to field laborers and everyone in between — accountable for upholding the highest of safety standards.

We provide our personnel with ongoing construction safety training and empower them under our STOP Work Responsibility guidelines with the ability to halt all work deemed unsafe. J.M. Cope conducts weekly toolbox safety meetings. We also conduct specialized safety planning meetings prior to beginning various stages of work and bring to the attention of all on site the associated hazards specific to that task. For instance, when steel is to be erected, we meet to discuss barricading, tie-off requirements, lift plans, and other relevant safety items.

To further reinforce our commitment, **we actively promote a safety culture that not only exceeds OSHA standards, but ensures that at the end of each day, all personnel return to their families unharmed.** To continually achieve that goal, we task our Safety Committee with regularly evaluating our processes to identify potential pitfalls so that we maintain the safest working environment possible.

We also regularly screen all employees with random drug tests and drug test after any incident on a site. Additionally, all staff are required to pass a drug screening prior to employment.

J.M. Cope's EMR rates for the last three years are each below 1.0:

Year	Modification Rates
2023	0.72
2022	0.91
2021	0.91

Section 5 Legal & Forms

Describe any project that resulted in assessment of liquidated damages, stipulated damages, or monetary deductions for not meeting intermediate and completion deadlines against the firm within the last five years. Describe the causes of the delays and the amounts assessed. Describe any outstanding damage claims for projects in which any firm was involved within the last five years;

none

Describe the conditions surrounding any contract (or portion thereof) entered into by the firm that has been terminated for cause, or which required completion by another party, within the last five years. Describe the reasons for termination and the amounts involved.

none

Describe any debarment or suspension from performing work for the federal government, any state or local government, or any foreign governmental entity,against the firm.

none

For each description, identify the project owner's representative and current phone number. Indicate "None" to any subsection above that does not apply.

expertly manages each project with a focus on value engineering and a steadfast commitment to safety, guaranteeing that our quality control standards are consistently met. This thorough technical review process is central to J.M. Cope's quality control, ensuring that every project meets our clients' expectations and regulatory requirements.

Construction Services Group

Alliant

December 20, 2024

City of Lenoir
Attn: Jared Wright, Director of
Special Projects and Grants
801 West Avenue
Lenoir, NC 28645

Re: J.M. Cope, Inc.
2022 Partf Project - Lenoir Aquatic and
Fitness Center Improvements

Dear Ms. Cok:

It is our pleasure to inform you that J.M. Cope, Inc., is a highly regarded and valued client of ours. Furthermore, we are currently prepared to make any necessary surety bonding arrangements in connection with this project.

They currently have a single project limit of $68,000,000 and an aggregate program of $125,000,000 with sufficient capacity still in place for this project.

Please be advised that all requests for Bid, Performance and Payment Bonds are subject to the mutual review and acceptance of the terms and conditions of the construction contract agreement and satisfactory confirmation of the financing for any project along with a customary underwriting review at the time of the request of any Bonds. We assume no liability to you or to any third parties if for any reason we do not issue any specific Bond on any present or future project.

Atlantic Specialty Insurance Company currently has an AM Best rating of A+, Superior and a Financial Size Category of XV, $2 Billion or greater.

In summary, we believe that J.M. Cope, Inc. is a most capable and well experienced firm and strongly recommend that you consider their services. Please feel free to contact me or our office for any additional assurances or information that we may be able to provide to you in regard to our fine relationship with them.

Sincerely,

Donna K. Ashley

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

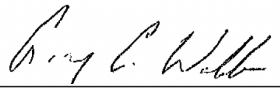
Donna K. Ashley
Attorney-In-Fact

Atlantic Specialty Insurance Company
Tim Varner - 2401 Mountainbrook Rd., Charlotte, NC 28210 - 704-236-3211
Alliant Insurance Services, Inc. • 227 W. Trade St., Suite 1930 • Charlotte, NC 28202
PHONE (803) 415-3844 • www.alliantinsurance.com • License No. 0C36861

DESIGN-BUILD TEAM DECLARATION STATEMENT

(Include a signed copy of this form in the submitted Statement of Qualifications)

1. We (the submitting Design-Build entity) certify that each licensed design professional who is a member of the design-build team, including subconsultants, was selected based upon demonstrated competence and qualifications in the manner provided by N.C.G.S. § 143-64.31.
2. We certify that our Design-Build entity's "Designer(s) of Record" have current North Carolina Architectural and/or Engineering license(s) as appropriate for their portion of the design work.
3. We certify that our Design-Build entity's "Builder" has a current North Carolina Contractor's unlimited license, and sub-contractors required to be licensed as may be required.
4. We certify that our Firm/Company will have and maintain liability insurance coverage for a total of $1 million/occurrence and $2 million/general aggregate for commercial general liability, and not less than $1 million per claim for commercial business automobile liability.
5. We certify that we will have coverage for professional liability and errors and omissions by all Designer(s) of Record/Design Professionals of not less than $1 million per claim.
6. We certify that our Firm has sufficient bonding capacity to provide Labor and Material Payment and Performance bonds with coverage of each equal to the total cost of the Project as required by N.C.G.S. 143-128.1A(f).
7. We certify that our Firm can and will obtain a Builder's Risk Insurance Policy for this Project with coverage equal to the total cost of the Project.
8. We certify that our Firm/Company/Personnel have/has no potential or actual conflicts of interest to report and that no relationships, transactions, circumstances, or positions held are believed to contribute to any such conflict of interest.
9. I hereby certify the information set forth in this declaration is true and complete to the best of my knowledge.



(Authorized Signature, Title, Design-Build Entity Name and Date)

By signature on this Declaration, Submitters certify they comply with:

a) The laws of the State of North Carolina, the applicable portion of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.
b) All terms and conditions set forth in this RFQ.
c) A condition that the SOQ submitted was independently arrived at, without collusion, under penalty of perjury.
d) That their bids, if applicable, will remain open and valid for at least 60 days.

City of Lenoir
2022 PARTF Project - Lenoir Aquatic and Fitness Center Improvements
Design-Build Services
Statement of Qualifications Evaluation

Submitter Organization and Experience (30 possible points)	Points Possible	Reviewer 1	Reviewer 2	Reviewer 3	Average Score
J.M. Cope, Inc.		29	25	27	27.00
Atriax		27	20	22	23.00
Hayco Const.		20	15	15	16.67
Submitter Organization and Experience Subtotal	30				

Key Personnel Experience (30 possible points, 15 points each for Contractor and Designer)	Points Possible	Reviewer 1	Reviewer 2	Reviewer 3	Average Score
J.M. Cope, Inc.		29	30	30	29.67
Atriax		28	26	24	26.00
Hayco Const.		15	13	20	16.00
Experience of Proposed Team Subtotal	30				

Project Understanding and Project Management Approach (30 possible points)	Points Possible	Reviewer 1	Reviewer 2	Reviewer 3	Average Score
J.M. Cope, Inc.		30	25	22	25.67
Atriax		30	27	25	27.33
Hayco Const.		15	10	15	13.33
Project Understanding and Project Management Approach Subtotal	30				

Presentation of Firm or Team's Combined Experience, Understanding, Approach, and QC Programs (10 possible points)	Points Possible	Reviewer 1	Reviewer 2	Reviewer 3	Average Score
J.M. Cope, Inc.		8	10	9	9.00
Atriax		10	8	10	9.33
Hayco Const.		0	2	5	2.33
Presentation and QC Subtotal	10				

Legal and Financial	Points Possible	Reviewer 1	Reviewer 2	Reviewer 3	Average Score
J.M. Cope, Inc.		Pass	Pass	Pass	Pass
Atriax		Pass	Pass	Pass	Pass
Hayco Const.		Pass	Pass	Pass	Pass
Legal and Financial Evaluation	Pass/Fail				

TOTAL EVALUATION SCORE	
J.M. Cope, Inc.	91.33
Atriax	85.67
Hayco Const.	48.33

CITY OF LENOIR

COUNCIL ACTION FORM

I. Agenda Item:

Request Council approve the FY2025 Annual Audit Contract for the City of Lenoir as submitted by C. Randolph CPA, PLLC.

II. Background Information:

Request Council approve the FY2025 Annual Audit Contract for the City of Lenoir as submitted by C. Randolph CPA, PLLC for audit services.

III. Staff Recommendation:

Approve as requested

IV. Reviewed by:

City Attorney:

Finance Director: Donna Bean

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

LGC-205 **CONTRACT TO AUDIT ACCOUNTS** Rev. 12/2024

The | Governing Board: Honorable Mayor and City Council

of | Primary Government Unit: City of Lenoir

and | Discretely Presented Component Unit (DPCU) (if applicable): N/A

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

and | Auditor Name: C. Randolph CPA, PLLC

Auditor Address: 560 Beaver Creek School Rd., West Jefferson, NC 28694

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Date Audit Will Be Submitted to LGC
06/30/25	12/31/25

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the! Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall besubjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall!be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate!DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic!financial statements shall include budgetary comparison information in a budgetary comparison statement,!rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is $750,000 for a federal single audit and $500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later. T**he auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

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

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

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

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

LGC-205 **CONTRACT TO AUDIT ACCOUNTS** Rev. 12/2024

FEES FOR AUDIT SERVICES

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

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

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

Name:	***Title and Unit / Company:***	***Email Address:***
Donna Bean	Finance Officer	dbean@ci.lenoir.nc.us

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

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

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

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

Primary Government Unit	City of Lenoir
Audit Fee (financial and compliance if applicable)	$ 34,000
Fee per Major Program (if not included above)	$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	$ 9,500
All Other Non-Attest Services	$ 1,500
TOTAL AMOUNT NOT TO EXCEED	$ 45,000

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

LGC-205 CONTRACT TO AUDIT ACCOUNTS Rev. 12/2024

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* C. Randolph CPA, PLLC	
Authorized Firm Representative (typed or printed)* Cynthia D. Randolph	Signature* Cynthia D. Randolph
Date* 01/17/25	Email Address* cindy@crandolphcpa.com

GOVERNMENTAL UNIT

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

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

Sum Obligated by This Transaction:	$ 45,000
Primary Governmental Unit Finance Officer* (typed or printed) Donna Bean	Signature* ✓
Date of Pre-Audit Certificate* ✓	Email Address* dbean@ci.lenoir.nc.us

LGC-205 CONTRACT TO AUDIT ACCOUNTS Rev. 12/2024

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

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

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

DPCU – PRE-AUDIT CERTIFICATE

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

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

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

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

PRINT

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

To the Honorable Mayor, City Council and Finance Director

City of Lenoir

PO Box 958

Lenoir, NC 28645

We are pleased to confirm our understanding of the services we are to provide for City of Lenoir for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Lenoir as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Lenoir's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Lenoir's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

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

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

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

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

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

1) Schedule of Ad Valorem Taxes Receivable

2) Analysis of Current Tax Levy – City-Wide Level

3) Schedule of Cash and Investment Balance

4) Capital Assets Used in the Operation of Governmental Funds

5) Statistical Section

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

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

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

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

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

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

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

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

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

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

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

Audit Procedures—Internal Control

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

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

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

Audit Procedures—Compliance

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

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

Other Services

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

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

Responsibilities of Management for the Financial Statements and Single Audit

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

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

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

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on December 15, 2025.

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

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

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

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

Engagement Administration, Fees, and Other

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

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

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

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

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

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

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

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

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

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

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed $45,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

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

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

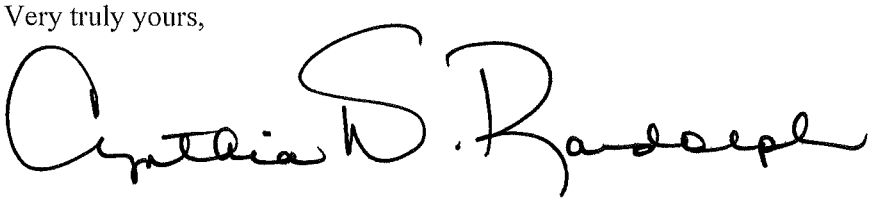
Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph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

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

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

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

Very truly yours,



Cynthia D. Randolph, CPA

RESPONSE:

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

Management signature: ✓ _____

Title: ✓ _____

Date: ✓ _____

Governance signature: ✓ _____

Title: ✓ _____

Date: ✓ _____



Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

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

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

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

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

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

December 13, 2021

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