



AGENDA
City of Lenoir
City Council Meeting
905 West Ave. NW, Lenoir, NC 28645
Tuesday, June 16, 2026 | 6:00 PM



I. Call to Order

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

II. Matters Scheduled for Public Hearings

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

III. Consent Agenda Items

- A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, June 2, 2026, as submitted.
- B. Budget Ordinance Amendment: Staff request for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2026, as submitted.
- C. Bid Award 2026-2028 Asphalt Resurfacing Contract: Following review of the bids submitted for this contract, staff recommends awarding the contract to J.T. Russell & Sons, Inc. for a unit price of \$140.75/ton for a two-year period. J.T. Russell & Sons, Inc. is the lowest, responsive, responsible bidder, is appropriately licensed in the state of North Carolina, and is adequately equipped to perform work of this nature. J.T. Russell & Sons, Inc. bid included the required bid security (bond) and an escalator clause for unit price adjustment based on liquid asphalt price fluctuation, as submitted.
- D. Ordinance amendments: Flood Damage Prevention; First Reading; The Emergency Management Division of the NC Department of Public Safety re-issued the Non-Coastal model flood damage prevention ordinance in March 2026 with more details, more compliance with FEMA/National Flood Insurance Program, and stronger enforcement mechanisms. Staff recommends call for a Public Hearing on July 21, 2026 to consider ordinance amendments relating to

Chapter 9 (Flood Damage Prevention) of the Lenoir Code of Ordinances, as submitted.

- E. Authorizing Resolution: NC Department of Commerce: City Council consider and adopt the Authorizing Resolution for NC Department of Commerce Building Reuse Grant Submission for “Project Pillar” with the City of Lenoir serving as the formal applicant, as required by grant regulations. The local government 5% (\$8,250) grant match requirement provided through the Caldwell County Sales Tax Reinvestment Fund for the project, as submitted.

IV. Requests and Petitions of Citizens

V. Reports and Boards and Commissions

VI. Reports and Recommendations of the City Manager

A. Items of Information

1. The City is hosting a Juneteenth Celebration at the Downtown Lenoir Stage on Friday, June 19, from 4:00 p.m. to 9:00 p.m. The event is free to the public.
2. The Appalachian Rhythm Clogging and Dance studio will perform a Rhythm Rewind Pop-Up Recital on Saturday, June 20, from 10:00 a.m. to 11:30 a.m. at the Downtown Lenoir Stage.
3. The Committee of the Whole will meet on Tuesday, June 23, at 8:30 a.m. at City Hall, Third Floor.
4. The Foothills Regional Airport Authority will meet on Wednesday, June 24, at noon.
5. City Offices are closed in observance of Independence Day on Friday, July 3.
6. The annual Fireworks Event will be held on Saturday, July 4, beginning at 9:30 p.m. at the Lenoir Optimist Park.
7. Friday Night Live concert featuring Scarlet Darling will be held Friday, July 10, from 7:00 p.m. to 10:00 p.m. at the Downtown Lenoir Stage.
8. The North Carolina Blackberry Festival will be held on Friday, July 10 and Saturday, July 11 in downtown Lenoir. The festival is open from 5:00 p.m. to 9:00 p.m. on Friday and from 9:00 a.m. to 9:00 p.m. on Saturday.
9. The Crack of Dawn Dash will be held Saturday, July 11, at 7:00 a.m.
10. The City/County Services Committee will meet on Monday, July 13, at noon at the J.E. Broyhill Civic Center.
11. The Planning Board will meet on Monday, July 13, at 5:30 p.m. at the City/County Chambers.
12. Friday Night Live concert featuring Wild Canyon will be held Friday, July 24, from 7:00 p.m. to 10:00 p.m. at the Downtown Lenoir Stage.

VII. Reports and Recommendations of the City Attorney

VIII. Reports and Recommendations of the Mayor

IX. Reports and Recommendations of Council Member

X. Adjournment

Special Recognition:

Leadership Lenoir Citizen Learning Academy 2026 Graduates

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

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

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

Leadership Lenoir 2026 Graduates

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

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

CITY OF LENOIR

COUNCIL ACTION FORM

June 16, 2026

I. Agenda Item:

Public Hearing to consider ordinance amendments relating to the Historic Preservation Commission.

II. Background Information:

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

The City of Lenoir also intends to participate in the Certified Local Government program to strengthen its partnership with state and federal preservation efforts. To qualify for this program, all members of the HPC must have the required demonstrated interest in historic preservation.

The Historic Preservation Ordinance amendments are included.

III. Staff & Planning Board Recommendation:

Planning Board recommends approval of the ordinance amendments.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Hannah Williams

Planning Director: _____

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

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

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

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

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

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

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

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

Division 7. – Historic Preservation Commission

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

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

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

Sec. 2-292. – Officers.

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

Sec. 2-293. – Meetings generally.

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

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

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

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

~~1701.3 Rules of Procedure~~

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

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

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

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

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

- C. Conducting an inventory of properties of historical, archaeological, architectural, and/or cultural interest;
- D. Recommending to the Lenoir City Council that:
 1. individual buildings, structures, sites, areas, or objects within its zoning jurisdiction be designated as "historic landmarks" and that ~~areas within its zoning jurisdiction be designated as a "historic district."~~
 2. areas within its zoning jurisdiction be designated as a "historic district."
 3. designation of any area as a historic district, or part thereof, or of any building, structure, site, area, or object as a historic landmark, be revoked or removed for cause;

- L. Publish information about, or otherwise inform the owners of property within the historic district or of designated historic landmarks, of any matters pertinent to its duties, organization, procedures, responsibilities, functions or requirements.
- M. Cooperate with the state, federal and local governments in pursuance of the purposes of this section. The City Council, or the Commission when authorized by the City Council, may contract with the State of North Carolina or the United States of America, or any agency of either, or with any other organization, provided the terms are not inconsistent with state or federal law, for services or funds.
- N. Act as, establish or designate a group, body or committee to give advice to property owners concerning the treatment of the historical and visual characteristics of their properties, such as fenestration, architectural and landscape features. The group shall act in a strictly advisory capacity to property owners, and shall abstain from offering recommendations outside of advertised meetings of the Commission prior to the Commission's decision on any application(s) for a certificate of appropriateness for proposed work on the property.
- O. Take steps during the period of postponement of demolition of any historic property to ascertain what the City Council can or may do to preserve such properties, including consultation with private civic groups, interested private citizens and other public boards or agencies, including investigation of potential acquisition by the city when the preservation of a given historic property is clearly in the interest of the general welfare of the community, and such property is of certain historic, architectural and archaeological significance.
- P. Assist city staff in obtaining the services of private consultants to aid in carrying out programs of research or analysis.
- Q. Enter, solely in performance of its official duties and only at reasonable times, upon private lands for examination or survey thereof, provided that no member, employee or agent of the Commission may enter any private building or structure without the express consent of the owner or occupant thereof.
- R. Exercise such other powers and perform such other duties as are required elsewhere by this section, the General Statutes of North Carolina or by the City of Lenoir.

1705.6 Applications and Required Procedures

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

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

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

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

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

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

MAYOR/MAYOR PRO TEMPORE

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

City Clerk

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**City Council
Meeting Minutes
Tuesday, June 2, 2026
6:00 PM**

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

City Staff: In attendance was Finance Director Donna Bean, Public Services Public Works Director Jon Hogan, Communication & Public Information Director Joshua Harris, Fire Chief Norman Staines, Police Chief Andy Wilson, Planning Director Hannah Williams, City Parks & Recreation Director Phil Harper, Public Services Public Utilities Director Jeff Church, and Community Engagement Coordinator Ashley Smith.

Absent Economic Development Main Street Director Brenda Floyd

I. Call to Order

- A. Mayor Gibbons thanked city staff for all the work on the Neon Night Ride event and said it was a great event for the community.

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

II. Matters Scheduled for Public Hearings

- A. A second public hearing was held for the Community Development Block Grant Disaster Recovery (CDBG-DR) \$4,620,000 to be submitted to the North Carolina Department of Commerce Rural Economic Development Division. In conjunction with the City's Downtown Master Plan, this project will construct the Overmountain Victory Trail (OVT) Pavilion, rehabilitate the existing building at 1129 West Ave NW into a Visitors Center – Auxiliary Support Space, and demolish the existing building at 1136 Harper Ave.

Mayor Gibbons opened the public hearing and asked Western Piedmont Council of Governments Community and Economic Development Manager, Kyle Case to speak about the proposed items.

Kyle Case said this public hearing is to discuss the Community Development Block Grant Disaster Recovery (CDBG-DR). Case said the first public hearing was held in February, which notified the public that the city was interested in applying for CDBG projects. It is a requirement for a second public hearing to be held. The proposed project is in the Commercial District Revitalization category.

Kyle Case said that since the public hearing was advertised, there was a change to

the budget, which is now \$4,620,000. This budget is broken down into two categories; construction costs and project development costs. Provided in the packets for council action is the Authorizing Resolution, Citizen Participation Plan, Resolution and the Anti-Displacement Plan, which are required documents by Housing and Urban Development (HUD). All CDBG funds go to benefiting low to moderate individuals.

Mayor Gibbons asked if anyone would like to address the council concerning this public hearing. With none, Mayor Gibbons closed the public hearing.

Upon a motion by Councilmember Prestwood, City Council voted 7 to 0 to approve an Authorizing Resolution to submit a \$4,620,000 grant application to the North Carolina Department of Commerce Division of Community Revitalization (DCR), Citizen Participation Plan, Resolution, and the Anti-Displacement Plan as required by the Department of Housing and Urban Development, as presented.

Mayor Gibbons said he appreciated the work that Western Piedmont Council of Governments has done on this project and many others.

- B.** A public hearing was held to receive public comments regarding the Annual Budget for the fiscal year beginning July 1, 2026, through June 30, 2027, for the City of Lenoir. Upon conclusion of the public hearing, Council may take action on adoption of the enclosed FY2026-2027 Budget Ordinance, as presented.

Mayor Gibbons opened the public hearing to receive public comments.

A copy of the FY2026-2027 Budget Ordinance is attached to these minutes as information.

City Manager Hildebran gave a summary of the proposed budget.

- The General Fund budget totals \$27,104,230 and is balanced with the property tax rate of 46¢ per \$100 of assessed property value, the same as last year. The budget maintains the current Rescue Readiness Tax Rate of 0.85¢ per \$100 of assessed property value for a total tax rate of 46.85¢ per \$100. All fees and charges remain unchanged.
- The Downtown Municipal Service District budget totals \$285,875 and is balanced with the current downtown tax rate of 18¢ per \$100 of assessed district property value and with the use of general funds. The Tourism Development Fund totals \$125,000.
- The Water and Sewer Fund budget totals \$14,523,270 and includes a 3.75% increase in water and sewer rates which, for a customer with 5,000 gallons of usage per month would be \$2.12 per month. The budget also includes a 5% increase in water and sewer bulk/retail rates.

Mr. Hildebran thanked Finance Director Donna Bean, City Council and Staff for

all of their assistance and input regarding the budget.

Mayor Gibbons thanked Mr. Hildebran and Department Directors for their leadership and hard work. He remarked that City Council does not take it lightly and appreciates everyone taking care of our citizens.

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

Councilmember Stevens said the City Council appreciates all the work from the City Manager and Department Heads.

Upon a motion by Councilmember Stevens, City Council voted 7 to 0 to approve the FY2026-2027 Budget Ordinance, as presented and recommended.

III. Consent Agenda Items

Mayor Gibbons presented the following items:

- A.** Minutes: Approval of the City Council minutes of the meeting of Tuesday, May 19, 2026, as submitted.
- B.** Minutes: Approval of the minutes of the City Council Budget Meeting of Thursday, May 21, 2026, as submitted.
- C.** Minutes: Approval of the Committee of the Whole minutes of the meeting of Tuesday, May 26, 2026, as submitted.
- D.** Resolution; Approval of a resolution authorizing an application to the Greater Hickory MPO for the Surface Transportation Program — Direct Appointment funds for the Harper Avenue streetscape LAP project. The proposed Harper Avenue Streetscape project represents a significant opportunity to close a major gap in the pedestrian network, improve stormwater performance, and enhance the safety and appearance of this key corridor. This project has an estimated total cost of \$10 million, and this initial LAP application is for the pre-construction costs (design, r/w/ acquisition, and utility relocation), which total \$2,042,106. The application for these funds requires endorsement of the Lenoir City Council and the commitment of a 20% cash match (up to \$408,421). Future applications will pursue construction costs, as submitted.
- E.** Contract Amendment; Approval of Engineering Service Contract Amendment No. 1 with McGill Associates - Lenoir - Valdese Waterline Interconnection Project. The cost summary for the additional services is as follows: Engineering Report \$48,000 Lump Sum, Additional Survey – Big View Lane \$15,000 Lump Sum, Easement Maps - Carpenter Road \$38,000 Lump Sum, Easement Maps – Waterfront Club \$11,000 Lump Sum, as submitted.
- F.** Utility Construction Agreement; Consideration of an NCDOT Utility Construction Agreement TIP # U-4700CB, the betterment portion of adjusting water facilities in conflict with upgrading the US 321 intersection at SR 1809/1952 (Pine Mountain Road). Once completed, the City of Lenoir will

assume the responsibility for the normal maintenance and operation of the utility lines. The estimated cost of the City's share of the betterment agreement is \$237,884.02, as submitted.

- G. Utility Construction Agreement; Consideration of an NCDOT Utility Construction Agreement TIP # U-4700CA, the betterment portion of adjusting water facilities in conflict with upgrading the US 321 intersection at SR 1160 (Mount Herman Road). Once completed, the City of Lenoir will assume the responsibility for the normal maintenance and operation of the utility lines. The estimated cost of the City's share of the betterment agreement is \$145,564.62, as submitted.
- H. Capital Project Budget Ordinances; Consideration of approval of the FY2026 Unifour Consortium HOME Program Capital Project Ordinance in the amount of \$1,226,597.50 and consideration of approval of the FY2026 Community Development Block Grant Program (CDBG) Capital Project Ordinance in the amount of \$118,866.00, as submitted.
- I. Sidewalk Cafe Permit Renewal-Fercott Fermentables; The sidewalk café must meet all provisions of Sec. 13-3 of the Lenoir City Code. These sidewalk café tables and chairs will be removed while business is closed. Fercott Fermentable's hours are Wednesday to Friday, 4-9PM and Saturday, 2-8PM. This business is in the Social District and is permitted by the City of Lenoir Planning Department to sell alcoholic beverages in the Social District. Alcoholic beverages sold and consumed in the Fercott sidewalk café shall be in Social District containers, according to the Social District Management and Maintenance Plan, as submitted.

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

IV. Requests and Petitions of Citizens

There were no Requests and Petitions of Citizens.

V. Reports and Boards and Commissions

There was no report from Boards and Commissions.

VI. Reports and Recommendations of the City Manager

- A. City Manager Scott Hildebran presented the following items of information:
 - 1. Friday Night Live concert featuring Black Glass will be held Friday, June 5, from 7:00 p.m. to 10:00 p.m. at the Downtown Stage.
 - 2. The City/County Services Committee will meet on Monday, June 8, at noon at the J.E. Broyhill Civic Center.
 - 3. The Planning Board will meet on Monday, June 8, at 5:30 p.m. at the City/County Chambers.
 - 4. The Economic Development Advisory Committee will meet on Thursday, June 11, at 8:00 a.m. at the J.E. Broyhill Civic Center.

5. The ABC Board will meet on Thursday, June 11, at 2:00 p.m.
6. The Lenoir Business Advisory Board will meet on Thursday, June 11, at 6:00 p.m. at City Hall, Third Floor.

VII. Reports and Recommendations of the City Attorney

There was no report from the City Attorney.

VIII. Reports and Recommendations of the Mayor

There was no report from the Mayor.

- A. Annual Board Appointment/Re-Appointments: Mayor Gibbons recommended a list of individuals to be appointed /re-appointed to the City's Authorities/Boards/Commission for various term lengths. These appointments were announced at the May 19 City Council meeting.

BOARD APPOINTMENTS/RE-APPOINTMENTS

ABC Board (3-Year)

John Tye (2029)

Jon Blair (2028) Unexpired Term

Foothills Airport Authority (2-Year)

Tom Smith (2028)

Lenoir Housing Authority (5-year)

Pete Kidder (2031)

Business Advisory Board (3-Year)

Dana Clark (2029)

Glenda Wilson (2029)

Hunter Greer (2029)

Katie Brummett (2029)

Alan Hall (2028) Unexpired Term

Application Pending (2027) Unexpired Term

Planning Board/Historic Preservation Commission (3-year)

Michael Careccia (2029)

Kyle Case (2029)

Tammy Greene (2029)

Board of Adjustments (3-year)

Edward Terry (Alternate) (2028) Unexpired Term

Michael Careccia (2029)

Lucy McCarl (2029)

Kyle Case (2029)

Recreation Advisory Board (4-year)

Dylan Laws (2030)
Charles Pilkenton (2030)
Darren Foddrell (2030)
Application Pending (2029)

Lenoir Tourism Development Authority (4-year)
Dana Clark (2030)
Glenda Wilson (2030)
Samantha Riley (2029) Unexpired Term
Application Pending (2028) Unexpired Term

Upon a motion by Mayor Pro-Tem Perkins, City Council voted 7 to 0 to approve the board appointments, as presented.

IX. Reports and Recommendations of Council Member

There was no report from Councilmembers.

X. Adjournment

There being no further business, Mayor Gibbons adjourned the meeting at 6:25 p.m.

Lauren Hartley, City Clerk

Joseph L. Gibbons, Mayor



**RESOLUTION OF THE CITY OF LENOIR
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION
OVT PAVILION PROJECT**

WHEREAS, the Lenoir City Council has previously indicated its desire to assist in community development efforts; and,

WHEREAS, the Lenoir City Council has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit low- and moderate-income residents of the Lenoir community; and,

WHEREAS, the Lenoir City Council wishes the City to pursue a formal application for Community Development Block Grant funding to benefit low-and-moderate income residents through the construction of the Overmountain Victory Trail (OVT) Pavilion, rehabilitation of the existing building at 1129 West Ave NW into a Visitors Center – Auxiliary Support Space, and the demolition of the existing building at 1136 Harper Ave.

WHEREAS, the Lenoir City Council certifies it will meet all federal regulatory and statutory requirements of the Community Development Block Grant Program,


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

That Scott Hildebran, City Manager, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Lenoir with The NC Department of Commerce Division of Community Revitalization (DCR) for approval of a Community Development Block Disaster Recovery Grant for Community Development to benefit low-and-moderate income residents through the construction of the Overmountain Victory Trail (OVT) Pavilion, rehabilitation of the existing building at 1129 West Ave NW into a Visitors Center – Auxiliary Support Space, and the demolition of the existing building at 1136 Harper Ave.


That Scott Hildebran, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as The NC Department of Commerce Division of Community Revitalization (DCR) may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the City of Lenoir has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this the 2nd day of June, 2026 at Lenoir, North Carolina.


MAYOR

ATTEST:


CITY CLERK

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1951

SEAL



THE CITY OF LENOIR CDBG CITIZEN PARTICIPATION PLAN

This plan describes how The **City of Lenoir** will involve citizens in the planning, implementation, and assessment of the Community Development Block Grant (CDBG) program. The funds must be used for projects which benefit low and moderate-income persons, aids in the elimination and prevention of slums and blight. The program is intended to assist governments in understanding neighborhood improvement programs. The regulations give ultimate responsibility for the design and implementation of the program to local elected officials and require that citizens be given an opportunity to serve in a key advisory role to these elected officials.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the CDBG program, including program implementation, assessment of performance, and design of changes in the CDBG Citizen Participation Plan. There will be three (3) general mechanisms for their involvement:

1. To provide input during public hearings or community meetings; and
2. To provide individual citizen efforts in the form of comments, complaints, or inquiries submitted directly to the Program Administrators or designated County official; and
3. To serve as an advisory committee to potential projects impacting a particular area.

PROGRAM IMPLEMENTATION

Citizen participation in program implementation will occur primarily through consultation with the City. The City will be asked to review and comment on specific guidelines for approved projects. They will also meet to review any program amendments, budget revisions, and program modifications. All such changes will be discussed with the City and their comments considered prior to acting. If program amendments require approval from the North Carolina Department of Commerce, a public hearing shall be held, specifically on the amendment. Citizens may also be involved in implementation of projects specifically requiring citizen participation, such as self-help projects. Their roles will be defined as the project develops. Technical assistance will be available as needed.

PROGRAM ASSESSMENT

Program assessment activities by citizens will occur in a variety of ways. A performance hearing will be held twenty- five (25) to sixty (60) days prior to the start of planning for the next program year. The Program Amendment will be asked to provide citizen commentary for the Grantee Performance Report.

As a part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of program performance through the program year. Comments should be submitted in writing to the **City of Lenoir**, 801 West Ave NW, Lenoir, NC 28645. They will respond in writing within ten (10) days. If the response is unsatisfactory, the complainant should write directly to the Mayor c/o the Clerk to the Board, 801 West Ave NW, Lenoir, NC 28645. They shall respond within ten (10) days.

If the citizen is still dissatisfied, the citizen should write to the NC Department of Commerce, Division of Community Revitalization (DCR)/State CDBG Program, 4301 Mail Service Center, Raleigh, NC 27699-4346, Attention: Citizen Participation Matter. Program staff will also be available during normal business hours to respond to any citizen inquiries or complaints at (919) 707-1560.

The Citizen Participation Plan will be subject to annual review and proposed revision, to occur in the period between the performance hearing and the public hearing on the subsequent year's application.

TECHNICAL ASSISTANCE

Technical Assistance will be provided to citizen organizations and groups of low/moderate income persons or target area residents upon request to the City of Lenoir. Such assistance will support citizen efforts to develop proposals, define policy, and organize for the implementation of the program. It is expected that such assistance will be provided by the **City of Lenoir** in response to their request. Assistance could be provided in the form of local presentations, informational handouts, research of a specific issue, or other short-term efforts.


PUBLIC INFORMATION

The **City of Lenoir** will also undertake public information efforts to promote citizen participation. These efforts will include the following:

1. Public Notice of all Public Hearings will be published in the non-legal section of the local newspaper at least ten (10) days before the scheduled hearing. These notices will indicate the date, time, location, and topics to be considered. These notices will also be made available in the form of a press release, posted on the City of Lenoir website and posted at publicly accessible City of Lenoir facilities as appropriate.
2. Orientation Information will be provided at the first public hearing. The Program Administrator(s) will make a presentation which covers: (a) the total amount of CDBG funds available and the competitive basis for award; (b) the range of eligible activities; (c) the planning process and the schedule of meetings and hearings; (d) the role of citizens in the program; and (e) a summary of other program requirements, such as the environmental policies, fair housing provisions, and contracting procedures.
3. A Public File containing program documentation will be available for review at the City of Lenoir, 801 West Ave NW, Lenoir, NC 28645 during normal business hours. Included will be copies of the Application, Environmental Review Record, the Citizen Participation Plan, and the Annual Performance Report.
4. Public Hearings an interpreter will be provided for all non-English speaking individuals and/or hearing impaired individuals.

ADOPTED, this 2nd day of June, 2026.


Mayor
City of Lenoir


Clerk
City of Lenoir

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

**RESOLUTION APPROVING
THE CITY OF LENOIR
CDBG-DR CITIZEN PARTICIPATION PLAN**

- WHEREAS, The City of Lenoir is in the process of preparing applications for grants through the North Carolina Community Development Block Grant (CDBG) Disaster Recovery Program;
- WHEREAS, program requirements require each applicant and recipient shall provide citizens with an opportunity for meaningful involvement on a continuing basis and for participation in the planning, implementation and assessment of the program;
- WHEREAS, further, each applicant for CDBG-DR funds shall develop and adopt, by resolution of their governing board, a written citizen participation plan developed in accordance with applicable rules; and
- WHEREAS, Planning Department has drafted a citizen participation plan and requests its adoption by the Council.


NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Lenoir as follows:

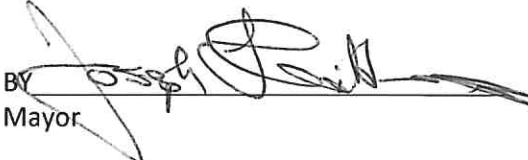
1. That the City of Lenoir CDBG-DR Citizen Participation Plan included with this agenda item is hereby adopted, and the Mayor is authorized to execute said Plan.
2. That all acts and doings of officers, employees and agents of the City, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.
3. That this resolution shall be effective upon its adoption.

This the 2nd day of June, 2026.

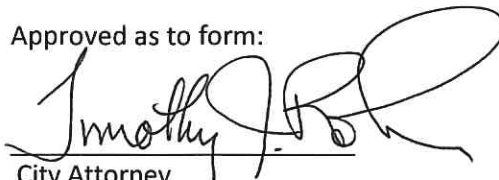
ATTEST

CITY COUNCIL FOR THE
CITY OF LENOIR


Clerk

BY 
Mayor

Approved as to form:


City Attorney

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL



RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

This Residential Anti-Displacement and Relocation Assistance Plan is prepared by the City of Lenoir in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG projects.

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, the City will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Adopt tax assessment policies, such as deferred tax payment plans, to reduce impacts of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
- Work with HUD approved Housing Counseling Agency to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.

CDBG programs include: Entitlement Community Development Block Grant (CDBG) Program, State CDBG Program, CDBG Small Cities Program, Section 108 Loan Guarantee Program, CDBG Special Purpose Grants Program, and the Neighborhood Stabilization Program (NSP).

- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are "low-income dwelling units" (as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project.

A. Relocation Assistance to Displaced Persons

The City will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program[s], move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income

tenant will be provided with relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

B. One-for-One Replacement and Lower-Income Dwelling Units

The City will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program[s] in accordance with 24 CFR 42.375.

Before entering into a contract committing the City of Lenoir to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the City will make public by publish in a local paper of general circulation and post on the information board in City Hall and submit to State CDBG Programs(s) North Carolina Department of Commerce (NCDOC) the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. *[See also CFR 42.375(d)].*
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the City will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

C. Replacement not Required Based on Unit Availability

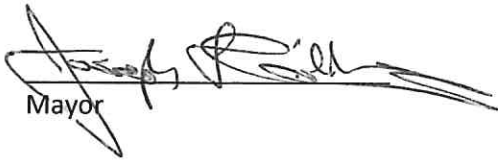
Under CFR 24 42.375(d), the City may submit a request to the State (NCDOC) for a determination that one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the areas.


D. Contacts

The City Clerk, Lauren Hartley (828) 757-2205, is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period.

The Chief Financial Officer, Donna Bean (828) 757-2180, is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Adopted this 2nd day of June, 2026


Mayor

ATTEST:

City Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

**City of Lenoir
Budget Ordinance
Fiscal Year July 1, 2026– June 30, 2027**

BE IT ORDAINED by the Lenoir City Council in regular session assembled on June 2nd, 2026.

Section 1. That the following amounts are hereby appropriated for the operation of the government of the City of Lenoir and its activities for the fiscal year beginning July 1, 2026, and ending June 30, 2027.

<u>Fund</u>	<u>Estimated Revenues</u>	<u>Fund Balance Appropriated</u>	<u>Total Budget</u>	<u>Appropriated</u>
General				
Property Taxes	\$ 11,509,984	-	\$ 11,509,984	
Sales Tax	\$ 6,630,325	-	\$ 6,630,325	
Utilities Franchise Tax	\$ 2,500,000	-	\$ 2,500,000	
Solid Waste Fees	\$ 1,125,705	-	\$ 1,125,705	
Other Revenue	\$ 5,338,216	-	\$ 5,338,216	
Total General Fund Revenue	\$ 27,104,230	\$ -	\$ 27,104,230	\$ 27,104,230
Water & Wastewater				
Water Charges	\$ 8,254,288	-	\$ 8,254,288	
Sewer Charges	\$ 3,888,782	-	\$ 3,888,782	
Other Revenue	\$ 780,200	-	\$ 780,200	
Retained Earnings Appropriated		\$ 1,600,000	\$ 1,600,000	
Total Water Fund Revenue	\$ 12,923,270	\$ 1,600,000	\$ 14,523,270	\$ 14,523,270
Total Revenue	\$ 40,027,500	\$ 1,600,000	\$ 41,627,500	\$ 41,627,500

Section 2. That for said fiscal year there is hereby appropriated for expenditures of the General Fund the following:

<u>Departments/Divisions</u>	<u>Appropriated</u>
Legislative	\$ 447,051
Administrative	\$ 892,576
Finance	\$ 1,254,745
Planning	\$ 588,647
Police	\$ 8,774,911
Fire	\$ 6,523,292
Recreation	\$ 2,133,394
Public Works	\$ 6,489,615
Total Expenditures	\$ 27,104,230

Section 3. That for said fiscal year there is hereby appropriated as expenditures of the Water & Wastewater Fund the following:

<u>Departments/Divisions</u>	<u>Appropriated</u>
Admin/Engineering	\$ 580,590
Utilities Maintenance	\$ 478,057
Rhodhiss Water Treatment Plant	\$ 3,666,026
Water Distribution	\$ 2,997,400
Wastewater Collection	\$ 2,766,617
Wastewater Pretreatment	\$ 281,628
Gunpowder Wastewater Plant	\$ 903,474
Lower Creek Wastewater Plant	\$ 2,849,478
Total Expenditures	\$ 14,523,270

Section 4. There is hereby levied for the fiscal year ending June 30, 2027, the following rate of taxes on each one hundred dollars of assessed valuation of taxable property listed as of January 1, 2026, and of registered vehicles in accordance with G.S. 105-330.3(a)(1) for the purpose of raising the revenues from the current year's listed and registered property as set forth in the foregoing estimates of the General Fund revenues and in order to finance the foregoing General Fund appropriations.

General Fund.....\$.46 cents tax rate per one hundred dollars assessed valuation.

Rescue Readiness Tax.....\$.0085 cents tax rate per one hundred dollars assessed valuation.

Said General Fund tax rates are based on an estimated total appraisal value of real and personal property for the purpose of taxation of \$3,552,320,263 with an assessment ratio of one hundred percent (100%) of appraised value and estimated collection rate of 97.1%. Said collection rates are based on the actual 2024-2025 collection rates.

Section 5. That for said fiscal year there is hereby appropriated as revenue and expenditures of the special Downtown Tax District Fund for the operation of the Economic Development/Main Street Lenoir program and Tourism Development.

Fund		Estimated Revenues	Fund Balance Appropriated	Total Budget	Appropriated
Special Downtown District	Property Taxes	\$ 34,900	\$ -	\$ 34,900	
	General Fund Appropriation	\$ 229,175	\$ -	\$ 229,175	
	Other Revenue	\$ 21,800	\$ -	\$ 21,800	
	Total Special Downtown District	\$ 285,875	\$ -	\$ 285,875	\$ 285,875
Tourism Development		\$ 125,000	\$ -	\$ 125,000	\$ 125,000
TOTAL		\$ 410,875	\$ -	\$ 410,875	\$ 410,875

Section 6. There is hereby levied for the fiscal year ending June 30, 2027, the following rate of taxes on each one hundred dollars of assessed valuation of taxable property listed as of January 1, 2026, and of registered vehicles in accordance with G.S. 105-330.3(a)(1) for the purpose of raising the revenues from the current year's listed and registered property set forth in the foregoing estimates of Special Downtown District Fund revenues and in order to finance the foregoing Special Downtown District Fund appropriations.

Special Downtown District.....\$.18 cents tax rate per one hundred dollars assessed valuation.

Said Special Downtown District tax is based on an estimated total appraised value of property for the purpose of taxation of \$19,967,778 with an assessment ratio of one hundred percent (100%) of appraised and registered real and personal property value. The estimated collection rate is 97.1%. Said collection rates are based on the actual 2024-2025 collection rates.

Section 7. It is estimated that \$125,000 in revenue will be available in the Tourism Development Fund for the fiscal year beginning July 1, 2026 and ending June 30, 2027.

Section 8. Water & Sewer rates are established to be effective July 1, 2026 according to the following schedule:

WATER	
INSIDE CITY LIMITS	
Usage	New Rate
First 1,000 gallons	12.87
Over 1,000 gallons - per 1,000	4.06
OUTSIDE CITY LIMITS	
First 1,000 gallons	25.72
Over 1,000 gallons - per 1,000	8.14
Resale Water Rate - per 1,000 gallons	2.75

SEWER	
INSIDE CITY LIMITS	
Usage	New Rate
First 1,000 gallons	11.27
Over 1,000 gallons - per 1,000	4.77
OUTSIDE CITY LIMITS	
First 1,000 gallons	22.56
Over 1,000 gallons - per 1,000	9.56
Resale Sewer Rate - per 1,000 gallons	4.78

Section 9. Salaries & wages accounts provide for funding of all budgeted employee positions and City Council.

Section 10. Approval of the Schedule of Fees, as submitted, are adopted for the fiscal year beginning July 1, 2026 and ending June 30,

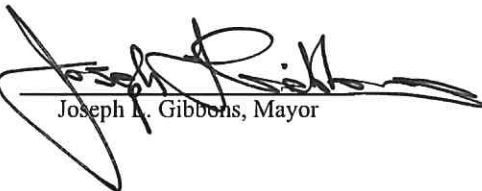
Section 11. The City Manager and Finance Director shall notify the City Council of any items of over-expenditure or shortfalls in revenue on a timely basis throughout the fiscal year. Request for appropriations not contained in the Budget Ordinance will be presented to Council after a review of the necessary revenue sources to offset the expenditure has been conducted by the Finance Director. Recommended budget amendments will be presented to the Council at the time the request for appropriation is submitted by the Finance Director.

Section 12. Copies of this Budget Ordinance shall be furnished to the Finance Director and the City Manager of the City of Lenoir, North Carolina, to be kept on file by them for their direction in the collection of revenues and the expenditures of amounts appropriated.

Section 13. The City Manager is authorized to amend the budget by transfer of appropriations within each fund. All amendments affecting revenues or total fund appropriations shall be approved by ordinance by the City Council, to be acted on at any regular or special meeting and approved by a simple majority of those present and voting, a quorum being present. Only one reading will be required and a public hearing or publication of notice is not necessary unless requested by Council.

Adopted this 2nd day of June, 2026.

SEAL



Joseph L. Gibbons, Mayor

ATTEST:



Lauren Hartley, City Clerk

CITY OF LENOIR, NC
 CHARTERED
 JANUARY 28, 1851

SEAL

CITY OF LENOIR

Schedule of Fees and Charges for Fiscal Year 2026-27

DESCRIPTION OF FEE	FEE AMOUNT
PLANNING AND INSPECTIONS	
Annexation	350.00
Special Use	350.00
Conditional Zoning District	500.00
Major Subdivision (Preliminary)	400.00
Major Subdivision (Final)	100.00
Ordinance Amendment	500.00
Re-zoning/Map Amendment	350.00
Street Closing/Abandonment (permanent)	600.00
Variance	350.00
Appeal	350.00
ADMINISTRATIVE REVIEW/ PERMITS	
Floodplain Development Permit	100.00
Minor Subdivision	1st 5 lots -- \$25 (+ \$1/each additional lot)
Accessory Structures	25.00
Backyard Chickens	25.00
Zoning Permit -- under 2,000 sq. ft.	50.00
Zoning Permit -- over 2,000 sq. ft., Site Plan Review	50+(.10/SF) \$1,000 max
Zoning Permit - Single Family Home	100.00
Single Sign	25.00
Master Sign Plan	75.00
Temporary Banners or Windblown Advertising Device	25.00
Billboards	250.00
Mobile Home Park Annual Permit	1-10 spaces 50.00
	11-20 spaces 100.00
	21-30 spaces 150.00
	31-40 spaces 200.00
	41-50 spaces 250.00
	51-60 spaces 300.00
	61-70 spaces 350.00
	71-80 spaces 400.00
	81-90 spaces 450.00
	91+ spaces 500.00
SERVICE FEES	
Zoning Map, plotted (large format)	25.00
Custom Map, digital (any size)	75.00
Custom Map, plotted (large format)	100.00
WATER AND SEWER	

WATER		
INSIDE CITY LIMITS		
First 1,000 gallons		12.87
Over 1,000 gallons per 1,000		4.06
OUTSIDE CITY LIMITS		
First 1,000 gallons		25.72
Over 1,000 gallons - per 1,000		8.14
Resale Water Rate: per 1,000 gallons		2.75
SEWER		
INSIDE CITY LIMITS		
First 1,000 gallons		11.27
Over 1,000 gallons - per 1,000		4.77
OUTSIDE CITY LIMITS		
First 1,000 gallons		22.56
Over 1,000 gallons - per 1,000		9.56
Resale Sewer Rate - per 1,000 gallons		4.78
MISCELLANEOUS		
Minimum Late Fee		10.00
Reconnection Fee		25.00
WATER AND SEWER TAP FEES		
Set Fee		600.00
¾ inch		1,500.00
1 inch		1,850.00
2 inch		2,200.00
All other size must get a quote from the Public Utilities Department		
SANITATION		
SERVICES	FREQUENCY	RATES
TRASH COLLECTION		
Refuse collection	Monthly	13.00
Residential refuse rollout container (one provided)	Once	Free
Commercial/Industrial refuse rollout container (two provided)	Once	Free
Additional refuse rollout containers	Monthly rental	
Residential - not to exceed a total of 3 containers – 1 provided and 2 additional		5.00 each
Commercial/Industrial – not to exceed a total of 6 containers – 2 provided and 4 additional		5.00 each
Replacement rollout container	Flat fee	60.00
Bulk pickup	Once per month	Free
	Additional pick-up per month	25.00 each pickup
White Goods	Flat fee per single item	25.00
	Multiple items	25.00 + 15.00 per

DESCRIPTION OF FEE		FEE AMOUNT
YARD WASTE		
Yard waste collection	Monthly	Free, unless otherwise specified
Yard waste rollout container (green can)	Purchase – Flat fee	60.00
Grass clippings, small shrubs and leaves		
LEAF COLLECTION		
During leaf season	-3 total loose leaf collections	Free
Placed in rollout container	-weekly container collection	
Brush and Limbs	6'X6'X5' or less	Free
	Greater than 6'X6'X5'	25.00 per load
FINES		
Fines – Chapter 17 City Ordinance		50.00
Containers shall not be placed on the street right-of-way (includes sidewalks) for more than 24 hours following collection.	Upon violation – per day	50.00
Burning and burying of refuse and debris		50.00
Placement of debris in right of way		50.00
Contractor materials		50.00
Overloading rollout containers		50.00
All fines are to be paid within 30 days of each issued citation.		
Chronic Violator Fines	First violation	50.00
Back to back violations occur within a 90 day period.	Second violation	100.00
Back to back violations occur within a 90 day period.	Third violation	150.00
CEMETERY		
	Resident Fee	Non Resident Fee
Per Plot - Price includes \$100.00 perpetual care charge	750.00	1,500.00
EMERGENCY SERVICES		
Standby Ambulance	150.00 (for first 3 hours, 75.00 each hour after)	
POLICE DEPARTMENT		
Parking Ticket Fines	\$5 (0-30 days)	
	\$10 (31-60 days)	
	\$15 (61-90 days)	
	\$25 (91+ days)*	
* 2 unpaid citations 90 days or older will be eligible for debt collection through NC Debt Setoff		
Wheel Lock Removal	\$50 (business hours); \$75 (after business hours)	
Handicap Parking Violation	\$50	
Alarm Charges	no charge at present	
Registration	no charge at present	
False Alarm	no charge at present	

DESCRIPTION OF FEE		FEE AMOUNT	
Fingerprinting			\$5
Report Copies			\$5
Audio/Video Copies			\$10
ECONOMIC DEVELOPMENT			
Christmas Parade Entry Fee		50.00	10.00
Christmas Parade LATE Entry Fee		100.00	25.00
MISCELLANEOUS			
Returned Check Fee (Property Taxes)	(per NCGS 105-357(b))		15.00
Business Licenses: Beer & Wine On Premises			15.00
Business Licenses: Beer & Wine Off Premises			5.00
Copies of Public Records		VARIES DEPENDING ON RECORD	
PARKS AND RECREATION			
AQUATIC CENTER FEES			
		Resident Fee	Non Resident Fee
Senior Citizen		3.00	3.00
Adult		5.00	5.00
Child		3.00	3.00
Disabled		2.00	2.00
Locker Rentals		Men's	Women's
Monthly		5.00	5.00
Annual Brief Box		35.00	35.00
Racquetball		City Resident	Non-City Resident
Daily Admission +		3.50	5.00
Rental Equipment (rackets, goggles)		1.00	1.00
Birthday Parties	City Resident	Non-City Resident	LAFC Members
	100.00	120.00	80.00
For Private Parties: Monday - Friday is \$200/hr with a 2 hour minimum. Saturday is \$300/hr with a 2 hour minimum. The Rental Fee/Deposit includes up to 15 swimming guest. After 15, the daily rate applies for each add't swimmer (With the exception of FT Parks and Rec employees, they have a reduced daily rate of \$3.00 adults and \$2.00 Children/disable, under 2 yoa are free. Admissions is only paid by patrons who get into the water.			
Swimming Lessons	City Resident	Non-City Resident	LAFC Members
Lessons	40.00	60.00	30.00
Life Guard		City Resident	Non-City Resident
Certification Class		100.00	150.00
Recertification Class		75.00	125.00
MARTIN LUTHER KING, JR. CENTER			
Weight Room Fees		Daily	Monthly
Fees		1.00	3.00

FACILITY & FIELD RENTALS					
Facility / Site	Rental Fees (Circle One)				
	Hourly City	Hourly Non-City	(8hr.) Daily City	(8hr.) Daily Non-City	Max. Cap.
JE Broyhill Park Shelter Rental	15.00	30.00	120.00	240.00	n/a
Mack Cook Field Rental	\$40.00 profit \$20.00 non-profit	\$70.00 profit \$35.00 non-profit	\$300.00 profit \$150.00 non-profit	\$500.00 profit \$250.00 non-profit	n/a
MLK Field Rental	\$40.00 profit \$20.00 non-profit	\$70.00 profit \$35.00 non-profit	\$300.00 profit \$150.00 non-profit	\$500.00 profit \$250.00 non-profit	n/a
MLK Multi-Purpose Room	30.00	60.00	240.00	480.00	200
MLK Shelter	15.00	30.00	120.00	240.00	n/a
Mulberry / Optimist Park / JE Broyhill Park Shelter Rentals	15.00	30.00	120.00	240.00	n/a
Mulberry Field Rental	\$40.00 profit \$20.00 non-profit	\$70.00 profit \$35.00 non-profit	\$300.00 profit \$150.00 non-profit	\$500.00 profit \$250.00 non-profit	n/a
Mulberry Multi-Purpose Room	30.00	60.00	240.00	480.00	75
Optimist Park Club House	40.00	80.00	280.00	600.00	75
Special Park Events ¹	15.00	30.00	120.00	240.00	n/a
Wilson Park Field Rental	\$40.00 profit \$20.00 non-profit	\$70.00 profit \$35.00 non-profit	\$300.00 profit \$150.00 non-profit	\$500.00 profit \$250.00 non-profit	n/a
Zack Fork Soccer Complex Field Rental	\$40.00 profit \$20.00 non-profit	\$70.00 profit \$35.00 non-profit	\$300.00 profit \$150.00 non-profit	\$500.00 profit \$250.00 non-profit	n/a
LHS Auditorium	TBD AFTER RENOVATIONS				
LHS GYM					
LHS GYM (Mat Room Rental)					
Cancellation Policy: A full refund will be given when cancellation is made 48 hrs. in advance or in the case of severe inclement weather. Any cancellation after accommodations have been made shall result in forfeit of ½ of the rent paid.					
Parks include JE Broyhill Park, MLK Center Outdoors, Mulberry Recreation Center Outdoors, Greenway, Wilson Park, Soccer Complex. Sports Field Rental is a separate rate additional fee. FOR PROFIT GROUPS WILL BE REVIEWED INDIVIDUALLY AT A HIGHER RATE BASED ON THE EVENT and if the event is in line with the Mission Statement of the City of Lenoir Parks and Recreation Department. *Any events that require site supervision and /or custodial staff for after hour rentals will have \$10 per hour added to the cost of the rental. (Field rentals include 1 field preparation per day)					
"For Profit" groups, organizations, etc. will incur a higher rental rate & will meet for review & approval with the LPR Director prior to contract approval. Note: 1 hour. maximum set-up/clean-up time if available (30 min. prior & 30 min. after) All weekend rentals must be booked by Friday at 12pm prior to that weekend.					

**RESOLUTION TO ADOPT THE
HARPER AVENUE STREETScape PROJECT GRANT APPLICATION**

WHEREAS, the City is committed to providing its citizens with a safe community in which to live, work, and play that includes the improvement of multi-modal transportation connectivity and enhanced future efforts to provide for greater mobility choice; and

WHEREAS, the City adopted the Downtown Lenoir Master Plan (2024), Parks and Recreation Master Plan (2025), and Living Lenoir Comprehensive Plan (2025) which includes project priority for improved accommodations for pedestrian transportation corridors throughout the City, and beautification of corridors into Downtown Lenoir; and

WHEREAS, the City understands the importance of planning for projects that expand pedestrian transportation connectivity and incorporate streetscape elements such as sidewalks, street trees, and stormwater improvements to support public health, economic development, social interaction, and enhanced environmental quality; and

WHEREAS, the eastern segment of Harper Avenue is a corridor within the City which requires targeted streetscape improvements to create safer pedestrian environments, strengthen connections between neighborhoods, businesses, and employment centers, and reduce localized flooding through modernized stormwater infrastructure; and

WHEREAS, On March 25, 2026, the Greater Hickory Metropolitan Planning Organization (GHMPO) issued a call for projects to agencies in its jurisdiction for Surface Transportation Program - Direct Appointment Funding (STBG-DA). A total of approximately \$3,500,000 is available to award among four transportation modal buckets: bicycle and pedestrian, intersections, roadway, and transit; and

WHEREAS, STBG-DA is comprised of a collection of discretionary programs including 50% of funding allocated to bicycle & pedestrian and 15% to intersection projects consistent with the Harper Avenue Streetscape Project, including: sidewalk construction, stormwater drainage improvement, intersection improvement, and safe pedestrian crossings which each require a minimum 20% local cash match; and

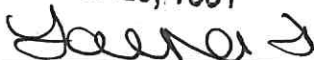
WHEREAS, the City intends at this time to apply only for Phase 1 (Preconstruction) of the Harper Avenue Streetscape Project in the total amount of \$2,042,106 and anticipates submitting additional applications in future funding cycles for subsequent phases of the project; and


NOW, THEREFORE BE IT RESOLVED that the Lenoir City Council hereby authorizes the City Planning Department to submit up to 3 applications to the GHMPO for STDG-DA Funds for Harper Avenue Streetscape Project, with the first application to be for the design phase, in the amount of \$9,532,809 and will commit up to \$1,906,562 as a cash match for the streetscape project by this Resolution.

Adopted this 2nd day of June, 2026.



ATTEST:
JANUARY 28, 1851


Lauren Hartley, City Clerk


Joseph L. Gibbons, Mayor

AMENDMENT NO. 1
to the
AGREEMENT FOR ENGINEERING SERVICES – DATED JANUARY 17, 2024
LENOIR-VALDESE WATER INTERCONNECTION

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good valuable consideration, the parties agree to amend the Agreement for Engineering Services as follows:

Section 2 – Basic Services shall be amended to include the following services:

2.9 Engineering Report

Prepare an Engineering Report (ER) in accordance with the requirements and guidance of the North Carolina Department of Environmental Quality (NCDEQ), Division of Water Infrastructure (DWI). Services shall include preparation of an alternatives analysis. For each alternative, provide opinions of probable construction costs, operations and maintenance costs, and a present worth analysis. Prepare a financial analysis for the selected alternative and develop a conceptual layout of the proposed infrastructure.

Submit the report to City staff for review and incorporate any comments and respond in writing to comments received from DWI and revise the ER to address those comments.

2.10 Additional Survey – Big View Lane

Conduct a route survey of the proposed work area along Big View Lane including the Big View Lane cul-de-sac, Lot 216, partial for Lots 217 and 220, and Lake Rhodhiss just south of Lot 216. Provide topography and locate existing structures and conflicts. Typical existing conditions survey including Boundary, Physical, Utility and Topographic Surveying.

2.11 Easement Maps – Carpenter Road

Determine boundary and right of way limits for parcels along the south/east side of Carpenter Road (SR 1240) the proposed route area along Carpenter Road from the intersection of Carpenter Road and Baton School Road to where the road meets the proposed alignment at the southern end of Carpenter Road. Submit an updated Existing Conditions Survey for easement determination purposes.

Prepare easement plats for up to twenty-five (25) parcels for the OWNER's use in acquiring water line easements. Multi-page plat will show all easements affecting the subject properties. This plat would be recorded and used for reference within easement acquisition deeds that are prepared by the OWNER.

This scope does not include individual plats for each lot or any written metes and bounds descriptions. This scope does not include the replacement of missing property corners nor the setting of property markers for the easements that are being created. In the event there are insufficient property corner markers to tie the easements to, additional services will be required for setting easement corner markers.

2.12 Easement Maps – Waterfront Club

Prepare easement plats for up to twenty-two (22) parcels for the OWNER’s use in acquiring water line easements within Waterfront Club. Multi-page plat will show all easements affecting the subject properties. This plat would be recorded and used for reference within easement acquisition deeds that are prepared by the OWNER.

This scope does not include individual plats for each lot or any written metes and bounds descriptions. This scope does not include the replacement of missing property corners nor the setting of property markers for the easements that are being created. In the event there are insufficient property corner markers to tie the easements to, additional services will be required for setting easement corner markers.

Section 6 – Payment to the Engineer, Article 6.1.1 shall be amended to add the fees:

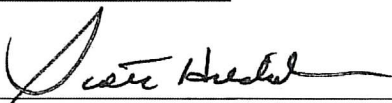
Engineering Report	\$48,000 Lump Sum
Additional Surveying – Big View Lane	\$15,000 Lump Sum
Easement Maps – Carpenter Road	\$38,000 Lump Sum
Easement Maps – Waterfront Club	\$11,000 Lump Sum


In accordance with the Agreement for Engineering Services, the Owner agrees to pay the ENGINEER the amounts noted above for the Additional Services rendered as outlined in this Amendment No. 1.

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

CITY OF LENOIR

McGILL ASSOCIATES, P.A.



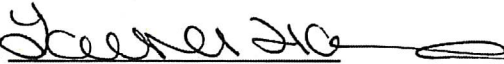


Scott Hildebran
City Manager

Douglas Chapman, PE
Vice President / Regional Manager

Date: June 2, 2026

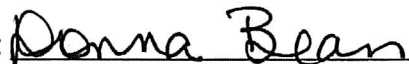
Date: 6-4-26

ATTEST: 

Lauren Hartley
City Clerk

PRE-AUDIT CERTIFICATION:

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: 

Donna Bean
Finance Director

AGREEMENT OVERVIEW

NORTH CAROLINA
CALDWELL COUNTY

DATE: 5/27/2026

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

TIP #: U-4700CB

WBS ELEMENTS: 35993.3.9

AND

CITY OF LENOIR

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT (“Project”): This Project consists of adjusting water facilities in conflict with upgrading the US 321 intersection at SR 1809/1952 (Pine Mountain Road) to a reduced conflict intersection, combined with U-4700CA. The adjustments include upgrades of the existing 6-inch water line to an 8-inch water line with related appurtenances.

ESTIMATED COST TO OTHER PARTY: \$237,884.02

PAYMENT TERMS: The Department will invoice the City of Lenoir in accordance with the terms defined herein. Reimbursement payments shall be made in full by the City of Lenoir within sixty (60) days of the invoice date.

MAINTENANCE: The City of Lenoir is responsible for all utility maintenance.

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department**, and the City of Lenoir, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-27.1 and 136-27.3; and,

WHEREAS, the **Department** has plans to make certain street and highway constructions and/or traffic control improvements; and,

WHEREAS, the **Municipality** has requested that the **Department** perform work or provide services; and,

WHEREAS, the **Parties** hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including construction, reviews, goods, or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

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

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall be responsible for all phases of project delivery to include utility relocation, and construction, and/or maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision.

B. MUNICIPALITY

The **Municipality** shall be responsible for maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision and payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. CONSTRUCTION

- i. At the request of the **Municipality**, the **Department** shall place provisions in the construction contract for Project U-4700CB, for the contractor to adjust and relocate utility lines and/or provide betterment. The work is described as follows: Relocation of conflicting

water facilities owned by the City of Lenoir, which includes upgrades of the existing 6-inch water line to an 8-inch water line with related appurtenances.

- ii. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".
- iii. The Department's Standard Special Provisions binds the contractor to guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the **Department**. The highway contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the **Department**, and/or for use in excess of the design. Where items of material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply to that particular piece of material. Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project. Should any failure result from the conditions found in this section the **Department** would then enter into a contract with the **Municipality** for reimbursement to be made to the **Municipality** for necessary repairs performed by the **Municipality** and/or its contractor. The Utility Relocation Agreement would be issued by the NCDOT Utilities Unit and the repairs would be coordinated between the **Municipality** and the **Department's** assigned Resident Engineer.

B. MAINTENANCE AND OPERATIONS

- i. Upon satisfactory completion of the utility relocations and successful placement of the utility lines into service, the **Municipality** shall assume responsibility for the normal maintenance and operation of the utility lines. Upon completion of the construction of the highway project, the **Municipality** shall release the **Department** from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the **Municipality** shall release the **Department** of any future responsibility for the cost of maintenance to said utility lines. The **Department** will invite the **Municipality** to the Final Inspection meeting with its contractor and will include the **Municipality** in the project acceptance notification. Said releases shall be deemed to be given by the **Municipality** upon completion of construction of the project and its acceptance by the **Department** from its contractor unless the **Municipality** notifies the **Department**, in writing, to the contrary prior to the **Department's** acceptance of the project.
- ii. The **Municipality** obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the **Department's** right-of-way limits in accordance with Paragraph B. i., the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

- iii. If at any time the **Department** shall require the removal of or changes in the location of the encroaching facilities, which are being relocated at the **Municipality's** expense, the **Municipality** binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the **Department**.

IV. COSTS AND FUNDING

A. PROJECT COSTS

- i. The **Municipality** shall be responsible for relocation, and/or betterment, costs for utility work as shown on the attached Exhibit "A". The estimated cost to the **Municipality** is \$237,884.02 as shown on the attached Exhibit "B". The estimated cost includes a 16% charge for Engineering and Incidentals ("E&I"). The E&I percentage charge may be negotiated at the **Department's** discretion if a valid extenuating circumstance is presented by the **Municipality** and agreed to by the **Department**.
- ii. E&I charges include but are not limited to: contract administration; project management; construction engineering and inspection (CE&I); in-field plan revisions; mobilization; stationary and portable work zone signs; traffic control flaggers; law enforcement; lane closure equipment; erosion control; grading, seeding, mulching and topdressing. E&I will be invoiced based upon the actual cost of utility work, not the cost of highway work.
- iii. Upon request by the **Municipality**, the **Department** will provide the **Municipality** with an updated estimate of the utility work based on the bid amounts in the awarded highway contract.
- iv. It is understood by both **Parties** that this is an estimated cost for the utility work described in this Agreement and is subject to change.

B. PAYMENT BY THE MUNICIPALITY

- i. Upon the satisfactory completion and the **Municipality's** acceptance of the relocations and adjustments of the utility lines covered under this Agreement, the **Department** may at its discretion submit an itemized invoice to the **Municipality** for partial costs incurred for the utility work. The partial cost invoice will not exceed 90% of the total utility work cost estimate. Upon completion of the highway work, the **Department** shall submit an itemized invoice to the **Municipality** for the balance of unpaid costs incurred for the utility work. Billings will be based upon the actual bid prices, the actual quantities used, and shall include the E&I charge described above.
- ii. Reimbursement payments shall be made in full by the **Municipality** within sixty (60) days of said invoices.

- iii. If the **Municipality** does not pay said invoices within sixty (60) days of the date of the invoice, the **Department** shall charge interest on any unpaid balance at a variable rate of the prime plus one percent (1%) in accordance with G.S. 136-27.3.
- iv. Any cost incurred due to additional utility work requested by the **Municipality** after award of the construction contract, shall be solely the responsibility of the **Municipality**. The **Municipality** shall reimburse the **Department** 100% of the additional utility cost.
- v. In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the **Department** to withhold so much of the **Municipality's** share of funds allocated to said **Municipality** by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

C. DOWN PAYMENT OR PRE-PAYMENT

At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment in accordance with the attached "Remittance Guidance". The **Department** will provide a final billing based on the actual cost, less any previous payments that have been made.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written supplemental agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

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

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

G. DEBARMENT POLICY

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

H. INDEMNIFICATION

To the extent authorized by state and federal statutes, the **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

I. AVAILABILITY OF FUNDS

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

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each

**ACCOUNTS RECEIVABLE
UTILITY CONSTRUCTION AGREEMENT
1000029341**

of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature; however, each **Party** agrees to maintain certification records and will produce said records upon request. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

K. GIFT BAN

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

SIGNATURE PAGE

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

(DOCUSIGN ONLY)

CITY OF LENOIR

Authorized Signer:  Signed by: Scott Hildebran
BBC660C59F0848A...

Print Name: Scott Hildebran

Date Signed: 06/03/2026

Title: City Manager

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Finance Signer:  DocuSigned by: Donna Bean
079CE56C146B43A...

Print Name: Donna Bean

Date Signed: 06/03/2026

Title: Finance Director

Fed Tax ID No: 566001265

Remittance Address: 801 West Ave. Lenoir NC 28645

Purchase Order, Ref. No., etc.:

Accounts Payable Contact:
Name: _____
Email: _____
Phone Number: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Date: _____

Title: _____

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

AGREEMENT OVERVIEW

NORTH CAROLINA
CALDWELL COUNTY

DATE: 5/27/2026

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

TIP #: U-4700CA

WBS ELEMENTS: 35993.3.5

AND

CITY OF LENOIR

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT (“Project”): This Project consists of adjusting water facilities in conflict with upgrading the US 321 from SR 1160 (Mount Herman Road) from an intersection to a superstreet design, combined with U-4700CB. The adjustments include upgrades of the existing 8-inch and 10-inch water lines to a 12-inch water line with related appurtenances.

ESTIMATED COST TO OTHER PARTY: \$145,564.62

PAYMENT TERMS: The Department will invoice the City of Lenoir in accordance with the terms defined herein. Reimbursement payments shall be made in full by the City of Lenoir within sixty (60) days of the invoice date.

MAINTENANCE: The City of Lenoir is responsible for all utility maintenance.

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department**, and the City of Lenoir, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-27.1 and 136-27.3; and,

WHEREAS, the **Department** has plans to make certain street and highway constructions and/or traffic control improvements; and,

WHEREAS, the **Municipality** has requested that the **Department** perform work or provide services; and,

WHEREAS, the **Parties** hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including construction, reviews, goods, or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

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

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall be responsible for all phases of project delivery to include utility relocation, and construction, and/or maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision.

B. MUNICIPALITY

The **Municipality** shall be responsible for maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision and payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. CONSTRUCTION

- i. At the request of the **Municipality**, the **Department** shall place provisions in the construction contract for Project U-4700CA, for the contractor to adjust and relocate utility lines and/or provide betterment. The work is described as follows: Relocation of conflicting

water facilities owned by the City of Lenoir, which includes upgrades of the existing 8-inch and 10-inch water lines to a 12-inch water line with related appurtenances.

- ii. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".
- iii. The Department's Standard Special Provisions binds the contractor to guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the **Department**. The highway contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the **Department**, and/or for use in excess of the design. Where items of material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply to that particular piece of material. Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project. Should any failure result from the conditions found in this section the **Department** would then enter into a contract with the **Municipality** for reimbursement to be made to the **Municipality** for necessary repairs performed by the **Municipality** and/or its contractor. The Utility Relocation Agreement would be issued by the NCDOT Utilities Unit and the repairs would be coordinated between the **Municipality** and the **Department's** assigned Resident Engineer.

B. MAINTENANCE AND OPERATIONS

- i. Upon satisfactory completion of the utility relocations and successful placement of the utility lines into service, the **Municipality** shall assume responsibility for the normal maintenance and operation of the utility lines. Upon completion of the construction of the highway project, the **Municipality** shall release the **Department** from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the **Municipality** shall release the **Department** of any future responsibility for the cost of maintenance to said utility lines. The **Department** will invite the **Municipality** to the Final Inspection meeting with its contractor and will include the **Municipality** in the project acceptance notification. Said releases shall be deemed to be given by the **Municipality** upon completion of construction of the project and its acceptance by the **Department** from its contractor unless the **Municipality** notifies the **Department**, in writing, to the contrary prior to the **Department's** acceptance of the project.
- ii. The **Municipality** obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the **Department's** right-of-way limits in accordance with Paragraph B. i., the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

- iii. If at any time the **Department** shall require the removal of or changes in the location of the encroaching facilities, which are being relocated at the **Municipality's** expense, the **Municipality** binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the **Department**.

IV. COSTS AND FUNDING

A. PROJECT COSTS

- i. The **Municipality** shall be responsible for relocation, and/or betterment, costs for utility work as shown on the attached Exhibit "A". The estimated cost to the **Municipality** is \$145,564.62 as shown on the attached Exhibit "B". The estimated cost includes a 16% charge for Engineering and Incidentals ("E&I"). The E&I percentage charge may be negotiated at the **Department's** discretion if a valid extenuating circumstance is presented by the **Municipality** and agreed to by the **Department**.
- ii. E&I charges include but are not limited to: contract administration; project management; construction engineering and inspection (CE&I); in-field plan revisions; mobilization; stationary and portable work zone signs; traffic control flaggers; law enforcement; lane closure equipment; erosion control; grading, seeding, mulching and topdressing. E&I will be invoiced based upon the actual cost of utility work, not the cost of highway work.
- iii. Upon request by the **Municipality**, the **Department** will provide the **Municipality** with an updated estimate of the utility work based on the bid amounts in the awarded highway contract.
- iv. It is understood by both **Parties** that this is an estimated cost for the utility work described in this Agreement and is subject to change.

B. PAYMENT BY THE MUNICIPALITY

- i. Upon the satisfactory completion and the **Municipality's** acceptance of the relocations and adjustments of the utility lines covered under this Agreement, the **Department** may at its discretion submit an itemized invoice to the **Municipality** for partial costs incurred for the utility work. The partial cost invoice will not exceed 90% of the total utility work cost estimate. Upon completion of the highway work, the **Department** shall submit an itemized invoice to the **Municipality** for the balance of unpaid costs incurred for the utility work. Billings will be based upon the actual bid prices, the actual quantities used, and shall include the E&I charge described above.
- ii. Reimbursement payments shall be made in full by the **Municipality** within sixty (60) days of said invoices.

- iii. If the **Municipality** does not pay said invoices within sixty (60) days of the date of the invoice, the **Department** shall charge interest on any unpaid balance at a variable rate of the prime plus one percent (1%) in accordance with G.S. 136-27.3.
- iv. Any cost incurred due to additional utility work requested by the **Municipality** after award of the construction contract, shall be solely the responsibility of the **Municipality**. The **Municipality** shall reimburse the **Department** 100% of the additional utility cost.
- v. In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the **Department** to withhold so much of the **Municipality's** share of funds allocated to said **Municipality** by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

C. DOWN PAYMENT OR PRE-PAYMENT

At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment in accordance with the attached "Remittance Guidance". The **Department** will provide a final billing based on the actual cost, less any previous payments that have been made.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written supplemental agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

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

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

G. DEBARMENT POLICY

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

H. INDEMNIFICATION

To the extent authorized by state and federal statutes, the **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

I. AVAILABILITY OF FUNDS

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

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each

**ACCOUNTS RECEIVABLE
UTILITY CONSTRUCTION AGREEMENT
1000029316**

of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature; however, each **Party** agrees to maintain certification records and will produce said records upon request. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

K. GIFT BAN

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

**ACCOUNTS RECEIVABLE
UTILITY CONSTRUCTION AGREEMENT
1000029316**

SIGNATURE PAGE

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

(DOCUSIGN ONLY)

CITY OF LENOIR

Authorized Signer: Signed by:
Scott Hildebran
BBC660C59F0848A... _____

Print Name: Scott Hildebran

Date Signed: 06/03/2026

Title: City Manager

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Finance Signer: DocuSigned by:
Donna Bean
079CE56C146B43A... _____

Print Name: Donna Bean

Date Signed: 06/03/2026

Title: Finance Director

Fed Tax ID No: 566001265

Remittance Address: 801 west ave. Lenoir NC 28645

Purchase Order, Ref. No., etc.:

Accounts Payable Contact:

Name: _____

Email: _____

Phone Number: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Date: _____

Title: _____

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

CITY OF LENOIR
2026 UNIFOUR CONSORTIUM HOME PROGRAM
CAPITAL PROJECT BUDGET ORDINANCE

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

Section 1. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M26-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY 2026 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).

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

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

Revenue from HOME Grant	\$ 976,597.50
Anticipated Program Income	<u>250,000.00</u>
Total Revenues	\$1,226,597.50

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

Downpayment Assistance (HOME Funds)	\$ 405,572.35
Downpayment Assistance (From Program Income Funds)	225,000.00
Program Income Administration	25,000.00
HOME CHDO (From HOME Grant HOME Funds Allocation)	166,365.40
Multi-Family Housing	307,000.00
General Program Administration	<u>\$ 97,659.75</u>
Total Expenditures	\$1,226,597.50

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


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

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

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

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

Adopted this the 2nd day of June, 2026.



Mayor



Clerk

CITY OF LENOIR, N.C.
CHARTERED
JANUARY 28, 1851

SEAL

CITY OF LENOIR
2026 COMMUNITY DEVELOPMENT BLOCK GRANT
CAPITAL PROJECT BUDGET ORDINANCE

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

Section 1. The project authorized is the Community Development Project described in the work statement contained in the Grant Agreement (#B-26-MC-37-0022) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY-2026 CDBG Entitlement Program.

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

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

Revenues

Community Development Block Grant	<u>\$118,886.00</u>
Total Revenues	\$118,886.00

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

Expenditures

Public Facilities (Lenoir High School)	\$ 95,108.80
Program Administration	<u>23,777.20</u>
Total Expenditures	\$118,886.00

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

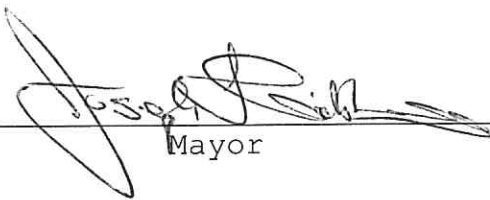
Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

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


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

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

Adopted this the 2nd day of June, 2026.



Mayor



Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1951

SEAL

CITY HALL • 801 WEST AVENUE NW • PO BOX 958 • LENOIR, NC 28645

The City of Lenoir allows sidewalk cafes within the downtown Municipal Service District when a permit is approved by City Council, in accordance with Sec. 13-3 of the Lenoir City Code. For questions about this application form or the rules pertaining to sidewalk cafes in the City of Lenoir, please contact the Planning Dept. at 828.610.8442. PERMITS ARE GOOD FOR A PERIOD OF 1 YEAR AND MUST BE RENEWED ANNUALLY.

Submittal Checklist:

- Application Form & Fee (\$100) *Fee Waived for-renewal*
- Site Plan (including dimensions): *Site Plan waived for renewal*
 - Must show all tables, chairs, walkway areas, and entrances/exits to the restaurant.
 - Must show location and materials of temporary barrier to be erected around the cafe.
 - Must show 5 ft. clear pedestrian path on sidewalk adjacent to cafe area.
- Site Documentation of Public Liability Insurance
 - Must carry \$1,000,000.00 insuring against personal injury, wrongful death and property damage, including the City as a party insured and insuring the City against any liability resulting from the uses permitted pursuant to Section 13-96 of the Lenoir City Code. *sent in separate email from insurance office*
- Copies of All Permits and Licenses
 - County Health Department and any other applicable regulatory agencies
 - Current ABC/ALE permits if the sidewalk cafe intends to serve alcoholic beverages on the public sidewalk. NOTE: revised permits may be required to include the expanded areas. *No changes from previous submissions*

Permit Information:

Property Address: 107 Main St NW NC PIN: _____

Zoning District: _____ Located within Municipal Service District? Yes No

Business Name: Fercott Fermentables

Will ABC permit include sidewalk cafe area? Yes No

Number of seats in Restaurant: 38 Number of seats* proposed for sidewalk cafe: 2

*Note: seating in sidewalk café can not exceed 50% of the seating within the restaurant.)

Contact Information:

Jennifer Indicott
 Name of Business Operator

107 Main St NW
 Street Address

Lenoir NC 28645
 City State Zip

Phone Number: 828-394-9069

Fax Number: N/A

Email: fercottfermentables@gmail.com

Operator's Signature:

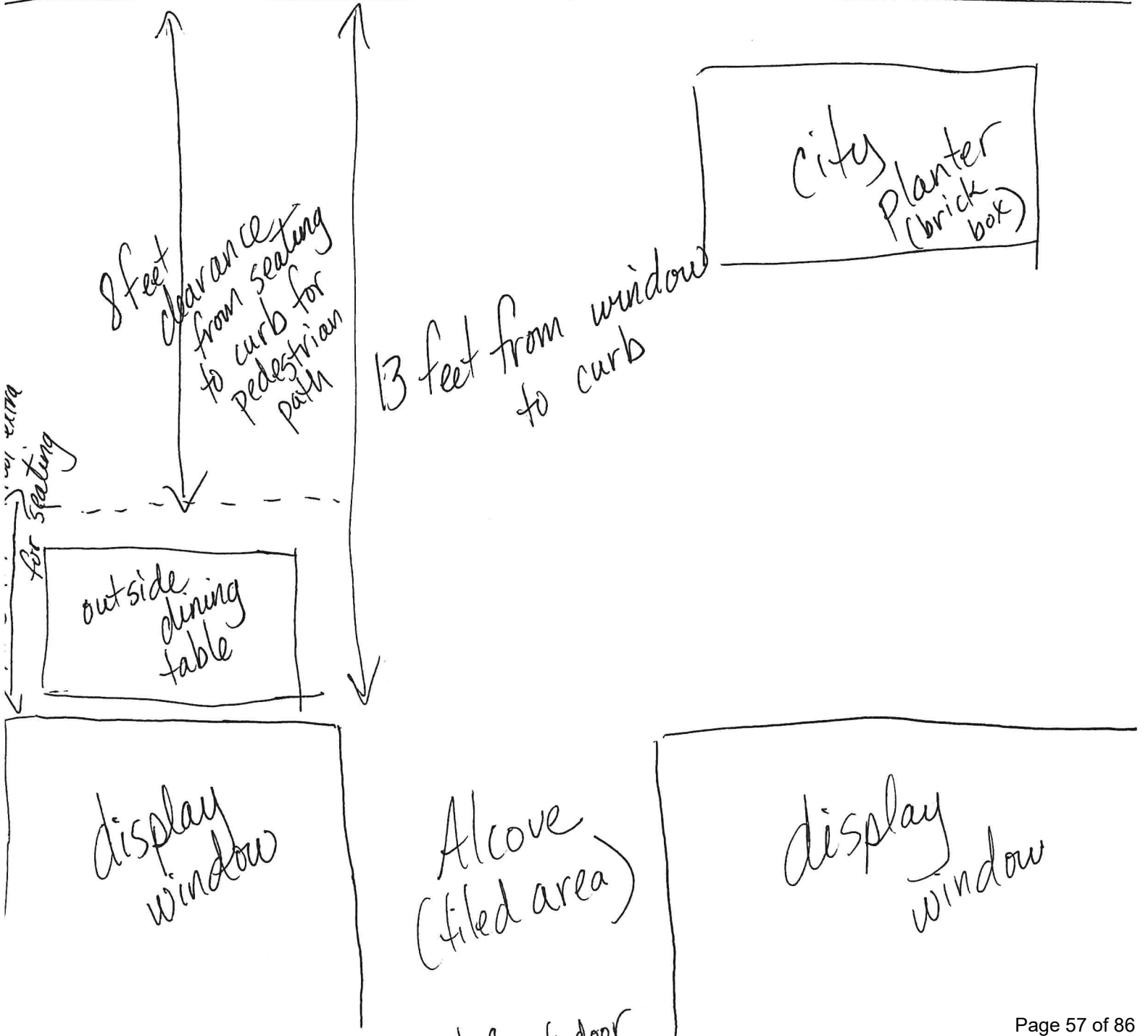
Jennifer Indicott

By signing, I certify that the information presented in this application is true to the best of my knowledge and I consent to enter into a hold-harmless agreement with the City and comply with all provisions of the City ordinances in the establishment and operation of the sidewalk café described in this application.

OFFICIAL USE ONLY: City Council approved on _____ Permit No. _____

107 Main St NW
Lenoir NC

curb at Street



CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

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

II. Background Information:

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

- **Budget Amendment:**
 - **Approve the allocation of additional general fund revenues.**
 - **Approve the allocation of general fund additional revenues for approved expenditures for such obligations as professional services for Gateway Signs and Harper Avenue Streetscape, doors at Mulberry Recreation Center, pool steps, pressure washing, mower, technology upgrades at various locations, equipment, and for needed repairs for various equipment and buildings during the fiscal year.**
 - **Approve the reallocation of water and sewer fund additional revenue.**
 - **Approve the allocation of water and sewer fund additional revenues for expenditures for such obligations as Flash Mix Basin improvements, professional services, and chemicals.**
 - **Approve the utilization of additional revenue funds for Main Street for the clock tower.**
 - **Approve the utilization of additional expenditure funds for Main Street for the clock tower**
 - **Transfer funds from the general fund to capital funds for the purchase of the fire truck in FY 26-27.**
 - **Transfer funds for approved Capital Projects.**

III. Staff Recommendation: Approve amendments as requested.

IV. Reviewed by:

City Attorney:

Finance Director: *Donna Bean*

2025-2026 FISCAL YEAR

BUDGET AMENDMENT

JUNE 16, 2026

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

ITEM 1: ADJUSTMENT TO ALLOCATE ADDITIONAL REVENUES.

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

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

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

ITEM 3: ADJUSTMENT TO ALLOCATE ADDITIONAL WATER REVENUES.

3430	HIS FUNDS	INCREASE	DECREASE
WATER FUND			
3713	WATER SALES	200,000.00	
	TOTAL INCREASE/DECREASES	200,000.00	-
NET EFFECT ON WATER AND SEWER FUND BUDGET		200,000.00	

ITEM 4: ADJUSTMENTS TO THE WATER AND SEWER FUND ORIGINAL BUDGET AND DISTRIBUTION OF ADDITIONAL WATER REVENUE.

ACCOUNT #	DEPARTMENT	INCREASE	DECREASE
WATER FUND			
7130	RHODHISS PLANT	625,000.00	
7131	WATER DIST.		225,000.00
7132	WATER RESOURCES	40,000.00	
7133	WATER ADMIN	40,000.00	
7140	WASTEWATER COLLECTION		385,000.00
7141	WASTEWATER PRETREATMENT	45,000.00	
7142	GUNPOWDER	30,000.00	
7143	LOWER CREEK	30,000.00	
	TOTAL INCREASE/DECREASES	810,000.00	610,000.00
NET EFFECT ON WATER AND SEWER FUND BUDGET		200,000.00	

ITEM 5: ADJUSTMENTS TO THE MAIN STREET REVENUE BUDGET.

ACCOUNT #	DEPARTMENT	INCREASE	DECREASE
WATER FUND			
3833	DONATION FOR CLOCK TOWER	5,000.00	
	TOTAL INCREASE/DECREASES	5,000.00	
NET EFFECT ON MAIN STREET BUDGET		5,000.00	

ITEM 6: ADJUSTMENTS TO THE MAIN STREET EXPENDITURE BUDGET TO ALLOCATE ADDITIONAL REVENUE.

ACCOUNT #	DEPARTMENT	INCREASE	DECREASE
4920	MAIN STREET	5,000.00	
	TOTAL INCREASE/DECREASES	5,000.00	
NET EFFECT ON MAIN STREET BUDGET		5,000.00	

ITEM 7: TRANSFER FROM GENERAL FUND TO CAPITAL FUND FOR FIRE TRUCK PURCHASE.

ACCOUNT #	DEPARTMENT	INCREASE	DECREASE
GENERAL FUND/CAPITAL PROJECT			
4340	PRINCIPAL PURCHASE		80,000.00
4341	FIRE CAPITAL		600,000.00
4511	TRANSFER IN FROM GENERAL FUND	680,000.00	
	TOTAL INCREASE/DECREASES	680,000.00	680,000.00
NET EFFECT ON GENERAL FUND BUDGET		-	

ITEM 8: CAPITAL PROJECT AMENDMENTS

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

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

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Bid Award: 2026-2028 Asphalt Resurfacing Contract

II. Background Information:

In June 2026, Public Works staff assembled the bid package for the upcoming FY 2026 – FY 2028 Asphalt Resurfacing Contract and distributed bid packages to interested contractors. The bid opportunity was also publicly advertised in accordance with G. S. 143-129. Five (5) bid packages were distributed, and Public Works staff held a *Pre-Bid Meeting* with interested parties to discuss bidding and project execution requirements on June 08, 2026 at 2:00pm. Bids were received, publicly opened, and read aloud on June 10, 2026, at 2:00pm. A total of four (4) bids were received. A signed bid tabulation is included for Council’s review.

Attachments: Public Advertisement, Pre-Bid Attendance, Bid Opening Attendance and Signed Bid Tab

III. Staff Recommendation:

Following the review of bids submitted for this contract, staff recommends awarding the contract to J.T. Russell & Sons Inc. for a unit price of \$140.75/ton. J.T. Russell & Sons Inc., is the lowest, responsive, responsible bidder, is appropriately licensed in the state of North Carolina, and is adequately equipped to perform work of this nature. J.T. Russell & Sons Inc. bid included the required bid security (bond) and an escalator clause for unit price adjustment based on liquid asphalt price fluctuation.

IV. Reviewed by:

City Attorney: _____

Finance Director:

V. Public Works/Public Utilities Director: *JH*

Bid Advertisement

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

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

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

The proposals are to be submitted by:

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

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

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

If the proposals are mailed please address your proposal to:

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

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

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



ATTENDANCE SHEET

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

<input checked="" type="checkbox"/>	Name	Company	Telephone	Email
	Tim Cooper	MAYNARD	828-764-3392	TCOOPER@MAYNARD.COM
	GREGORY SLOTTEN	MAYNARD	704-925-3323	GLOTTEN@MAYNARD.COM
	LOREN SMITH	H&H	828-234-6744	JLORNSMITH@FACEBOOK.COM
	DAVID STANNEY	J.T. RUSSELL SONS	828-312-4252	dastanney@trussellandsons.com
	RODNEY JOHNSON	Asphalt Roads and Driveways	828-221-6205	asphaltroadsanddriveways@gmail.com
	MARK MURKIN	TRI-COUNTY PAVING INC	836-246-7244	patrick@tricoounty pavinginc.com
	LUCIAN JORDAN	Tri County Paving Inc	336-246-7244	lucian@tricoounty pavinginc.com
	DAN HOGAN	City of Lenoir	828-750-5291	jen.hogan@ci.lenoir.nc.us
	LEE HARRIS	City of Lenoir	828-750-0035	lharris@cityoflenoir.com
	TRACY HUSFMAN	City of Lenoir	828-750-0407	thuffman@ci.lenoir.nc.us

CITY OF LENOIR

**COUNCIL ACTION FORM
June 16, 2026**

I. Agenda Item:

First Reading and Call for a Public Hearing on July 21, 2026 to consider ordinance amendments relating to Chapter 9 (Flood Damage Prevention) of the Lenoir Code of Ordinances.

II. Background Information:

The Emergency Management Division of the NC Department of Public Safety re-issued the Non-Coastal model flood damage prevention ordinance in March 2026 with more details, more compliance with FEMA/National Flood Insurance Program, and stronger enforcement mechanisms.

The Lenoir Flood Damage Prevention Ordinance (Chapter 9) is included.

III. Staff & Planning Board Recommendation:

Call for a Public Hearing to consider the ordinance amendments, to be held at the regularly scheduled June 16, 2026 Council meeting. The Planning Board is not required by current law to review these changes, as this chapter does not change any of the zoning regulations for the City.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Hannah Williams

Planning Director: _____

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

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

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

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

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

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

Sec. 9-2. Findings of fact.

- (1) The floodprone areas within the jurisdiction of Lenoir are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- (2) These flood losses are caused by the cumulative effect of obstructions in floodplains, both inside and outside the identified Special Flood Hazard Areas, causing increases in flood heights and velocities and by the occupancy in floodprone areas of uses vulnerable to floods or other hazards. These obstructions and occupancy by uses vulnerable to floods may be

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

Sec. 9-5. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Building. See "Structure".

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

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

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

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

Design flood. See *Regulatory Flood Protection Elevation*.

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

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

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

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

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

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

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

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

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

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

Flood or Flooding means:

- (a) A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - (1) The overflow of inland or tidal waters.
 - (2) The unusual and rapid accumulation or runoff of surface waters from any source.
 - (3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- (b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

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

- ~~(1) The overflow of inland; and/or~~
- ~~(2) The unusual and rapid accumulation or runoff of surface waters from any source.~~

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

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

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

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

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

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

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

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

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.
- (5) Has no attached deck, porch, or shed, and
- (6) Has quick-disconnect sewage, water, and electrical connectors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 9-28. Penalties for violation.

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

Sec. 9-45. Designation of floodplain administrator.

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

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

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

- c. If floodproofing, a floodproofing certificate (FEMA Form FF-206-FY22-1533-0) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.

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

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

(3) *Certification requirements.*

- a. Elevation certificates.

1. An elevation certificate (FEMA Form FF-206-FY 22-152) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, in relation to NAVD 1988 ~~mean sea level~~. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.
 2. An elevation certificate (FEMA Form FF-206-FY 22-152) is required after the reference level is established. Within seven calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, in relation to NAVD 1988. Any work done within the seven day calendar period and prior to submission of the certification shall be at the permit holder's risk. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop-work order for the project.
 3. A final finished construction elevation certificate (FEMA Form-FF-206-FY 22-152) is required after construction is completed and prior to certificate of compliance/occupancy issuance. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to certificate of compliance/occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a certificate of compliance/occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" x 3". Digital photographs are acceptable.
- b. Floodproofing certificate.
1. If non-residential floodproofing is used to meet the regulatory flood protection elevation requirements, a floodproofing certificate (FEMA Form FF-206-FY22-153-~~0~~), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The floodplain administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit. Failure to construct in

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

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

- c. If a manufactured home is placed within Zones A, AE, AH, AO, A99 and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of section 9-67(3)(b).
- d. If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.
- e. Certification exemptions. The following structures, if located within zone A, AO, AE or A1-30, are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) of this subsection:
 - 1. Recreational vehicles meeting requirements of subsection 9-67(6)a.;
 - 2. Temporary structures meeting requirements of subsection 9-67(7); and
 - 3. Accessory structures less than 150 square feet meeting requirements of subsection 9-67(8).

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

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

- a. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- b. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

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

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

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

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

- (1) Review all floodplain development applications and issue permits for all proposed development within special flood hazard areas to assure that the requirements of this chapter have been satisfied.
- (2) Review all proposed development within special flood hazard areas to assure that all necessary local, state and federal permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (3) Notify adjacent communities and the North Carolina Department of ~~Crime Control and~~ Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).

- (14) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the floodplain administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the floodplain administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the ~~City community~~ at any reasonable hour for the purposes of inspection or other enforcement action.
- (15) Issue stop work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this chapter, the floodplain administrator may order the work to be immediately stopped. The stop work order shall be in writing and directed to the person doing or in charge of the work. The stop work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed.
- (16) Revoke floodplain development permits as required. The floodplain administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable state or local law may also be revoked.
- (17) Make periodic inspections throughout the special flood hazard areas within the jurisdiction of the ~~community~~ City. The floodplain administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

- (18) Follow through with corrective procedures of section 9-48.
- (19) Review, provide input, and make recommendations for variance requests.
- (20) Maintain a current map repository to include, but not limited to, the FIS report, FIRM and other official flood maps and studies adopted in accordance with the provisions of section 9-22 of this chapter, including any revisions thereto including letters of map change, issued by FEMA. Notify state and FEMA of mapping needs.
- (21) Coordinate revisions to FIS reports and FIRMs, including letters of map revision based on fill (LOMR-Fs) and letters of map revision (LOMRs).
- (22) Make substantial improvement and post event damage assessments and determinations:
 - (a) Conduct damage assessments for damaged structures located within the SFHA. Complete substantial improvement/damage determinations in accordance with the provisions of Section 9-46(4).
- (23) When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a Special Flood Hazard Area is above the BFE, advise the property owner of the option to apply for a Letter of Map Amendment (LOMA) from FEMA. Maintain a copy of the LOMA issued by FEMA in the floodplain development permit file
- (24) In any lot or lots/areas that will be or have been removed from the special flood hazard area utilizing a Letter of Map Revision Based on Fill (LOMR-F), the top of fill level must meet the community's freeboard elevation at that location. If the top of fill level is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvement must meet the required community freeboard elevation.

Sec. 9-48. Corrective procedures.

1. Stop Work Order: The City may issue a stop work order, which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedied the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to remedy such violation or violations
2. Notice of Violation. If the City determines that an owner, occupant, applicant or other responsible person has failed to comply with the terms and conditions of a permit, or the provisions of this ordinance, it shall issue a written notice of violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this ordinance without having first secured a permit, the notice shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice

of violation shall contain:

- (a) The name and address of the owner or the applicant or the responsible person;
 - (b) The address or other description of the site upon which the violation is occurring;
 - (c) A statement specifying the nature of the violation;
 - (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this ordinance and the date for the completion of such remedial action;
 - (e) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, and;
 - (f) A statement that the determination of violation may be appealed to the City of Lenoir Board of Adjustment by filing a written notice of appeal within thirty days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient).
3. Additional Enforcement Actions. If the remedial measures described in the Notice of Violation have not been completed by the date set forth for such completion in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed. Before taking any of the following actions or imposing any of the following penalties, the City of Lenoir shall first notify the owner, applicant or other responsible person in writing of its intended action. The City of Lenoir shall provide reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient) to remedy such violation. In the event the applicant or other responsible person fails to remedy such violation after such notice and remedial period, the City of Lenoir may take or impose any one or more of the following enforcement actions or penalties:
- (a) Termination of utility service and/or withhold or revoke Certificate of Occupancy: The City may terminate utilities and/or refuse to issue and/or revoke a certificate of occupancy for the building or other improvements and/or repairs conducted or being conducted on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedy the violation or violations described therein.
 - (b) Suspension, revocation, or modifications of permit: The City may suspend, revoke, or modify the permit authorizing the development project. A suspended, revoked, or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedy the violations described therein, provided such permit may be reinstated (upon such conditions as the City may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
 - (c) Civil penalties: Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a Class 1

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

- (i) Any person who violates this ordinance or fails to comply with its requirements shall be subject to civil penalties set forth in Section 1-15 of this Code. Each day such violation continues shall be considered a separate offense.
- (ii) Enforcement by an appropriate equitable remedy issuing from a court of competent jurisdiction may be pursued if the offender fails to remedy the violation, pays assessed fines, and/or fails to file an appeal within the prescribed period of time. In such case, the general court of justice shall have jurisdiction to issue such orders as may be appropriate.

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

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

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

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

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

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

Sec. 9-49. Variance procedures.

- (1) The City of Lenoir Board of Adjustment, hereinafter referred to as the "appeal board," shall hear and decide requests for variances from the requirements of this chapter.
- (2) Any person aggrieved by the decision of the appeal board may appeal such decision to the court, as provided in Chapter 7A of the North Carolina General Statutes.
- (3) Variances may be issued for:
 - a. The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;
 - b. Functionally dependent facilities if determined to meet the definition as stated in section 9-5 of this chapter, provided provisions of subsections 9-49(9)b., c. and e. have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or
 - c. Any other type of development, provided it meets the requirements of this section.

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

Sec. 9-66. General standards.

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

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

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

- (a) consolidation of the underlying soil under the weight of the fill and the structure,
- (b) differential settlement due to variations in fill composition and characteristics, and
- (c) slope stability and erosion control during conditions of the base flood.

Sec. 9-67. Specific standards.

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

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

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

b. Temporary placement.

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

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

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

- a. Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);
- b. Accessory structures shall not be temperature-controlled;
- c. Accessory structures shall be designed to have low flood damage potential;
- d. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
- e. Accessory structures shall be firmly anchored in accordance with the provisions of section 9-66(1);
- f. All service facilities such as electrical shall be installed in accordance with the provisions of section 9-66(4); and
- g. Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Regulatory Flood Protection Elevation in conformance with the provisions of section 9-67(4)c.

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

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

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

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

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

- (1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - a. It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the floodplain administrator prior to issuance of floodplain development permit, or
 - b. A conditional letter of map revision (CLOMR) has been approved by FEMA for proposed encroachments resulting in increases in the flood levels during the occurrence of the base flood discharge. A letter of map revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.
 - c. A Letter of Map Revision (LOMR) must be obtained within six months of completion of the proposed encroachment, permitted in accordance with Section 9-71(1) if the encroachment results in changes to the floodway/non-encroachment area widths, and/or changes to the stream location.
- (2) If subsection 9-71(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (3) No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:
 - a. The anchoring and the elevation standards of subsection 9-67(3); and
 - b. The no encroachment standard of subsection 9-71(1).
- (4) Placement of recreational vehicles in the regulatory floodway or non-encroachment area is prohibited.

Sec. 9-91. Severability.

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

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

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

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

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

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

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

Mayor/Mayor Pro Tempore

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

City Clerk

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**CITY OF LENOIR
COUNCIL ACTION FORM**

I. Agenda Item: Authorizing Resolution for NC Department of Commerce Building Reuse Grant Submission for “Project Pillar”

II. Background Information: The Building Reuse Program under the Rural Grants/Programs Section of the North Carolina Department of Commerce provides grants to local governments to support the following activities that will spur economic activity that will create jobs:

- The renovation of vacant buildings
- The renovation or expansion of a building occupied by an existing North Carolina company wishing to expand in their current location
- The renovation, expansion or construction of health care entities that will lead to the creation of new, full-time jobs.

The City is currently working with Caldwell County Economic Development (CCED) to apply for a Building Reuse Grant to provide funds to assist in the development and implementation of “Project Pillar” in support of the company’s planned consolidation and expansion of manufacturing operations at its existing facility in Lenoir. The grant request will be for \$165,000. The local government 5% (\$8,250) grant match requirement will be provided through the Caldwell County Sales Tax Reinvestment Fund for the project

As part of this project, Project Pillar will consolidate operations from its Massachusetts facility into its Lenoir location. This consolidation will expand production capacity and operating activity at the Lenoir plant while improving facility utilization across the company’s manufacturing footprint.

The project is expected to increase the Lenoir workforce from approximately 90 employees to about 130 employees and support annual sales growth from approximately \$40 million to \$75 million.

The company expects to create 37 new full-time jobs in Lenoir as a result of the project. These positions will support expanded manufacturing, logistics, materials handling, supervision, and quality-control activities required to absorb the additional production work being transferred to Lenoir from out of state. The average salary for these positions is projected at \$55,727.

The resolution confirms the City’s support for the project, authorizes the City Manager to execute and file the application with the NC Department of Commerce, and confirms the City’s commitment to meet the required 5% local government match.

III. Staff Recommendation: City Council consider and adopt the Authorizing Resolution for NC Department of Commerce Building Reuse Grant Submission for “Project Pillar” with the City of Lenoir serving as the formal applicant, as required by grant regulations. The local government 5% (\$8,250) grant match requirement provided through the Caldwell County Sales Tax Reinvestment Fund for the project.

IV. Reviewed by:

City Attorney:
City Manager:

**Project Pillar Building Reuse Project
Authorizing Resolution**

Whereas, Ashley Bolick, Director of Caldwell County Economic Development, has been working with a local manufacturing company to relocate certain assets and expand manufacturing operations at its existing facility in Lenoir; and

Whereas, the North Carolina Department of Commerce Building Reuse Grant requires a local government to serve as the formal applicant for State grant funds on behalf of the Company; and

Whereas, this project will result in the creation of new jobs and private investment at the Company's Lenoir facility; and

Whereas, the City of Lenoir wishes to assist with this project by serving as the local government applicant for a Rural Building Reuse Grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lenoir that the City Council supports Project Pillar; and

BE IT FURTHER RESOLVED that the City of Lenoir will meet the local government 5% match requirement, in the amount of \$8,250, through the Caldwell County Sales Tax Reinvestment Fund for the project; and

BE IT FURTHER RESOLVED that Scott Hildebran, City Manager, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Lenoir with the North Carolina Department of Commerce for grant assistance in support of the project described above; and

BE IT FURTHER RESOLVED that the City of Lenoir has substantially complied with all federal, state, and local laws, rules, regulations, and ordinances applicable to the project and the grants pertaining thereto.

Adopted this the _____ day of June, 2026 in Lenoir, North Carolina.

Seal:

Attest:

Lauren Hartley, City Clerk

Joseph L. Gibbons, Mayor