AGENDA
City of Lenoir
City Council Meeting
905 West Ave. NW, Lenoir, NC 28645
Tuesday, September 1, 2026 | 6:00 PM

I. Call to Order

A. Moment of Silence & Pledge of Allegiance

II. Matters Scheduled for Public Hearings

III. Consent Agenda Items

A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, August 18, 2026, as submitted.

B. Minutes: Approval of the Committee of the Whole minutes of the meeting of Tuesday, August 25, 2026, as submitted.

C. Minutes: Approval of the closed session meeting of Tuesday, August 25, 2026, as reviewed by City Council, City Attorney and City Manager.

D. Capital Project Budget Ordinance for Lenoir High School Campus Capital Project – Phase 1; Approval of a Capital Project Budget Ordinance to authorize activities for Phase I of the renovations to the Lenoir High School Campus. The project will be funded by a Rural Transformation Grant from NC Commerce, two direct appropriations from the NC General Assembly, Community Development Block Grant funding, private donations, local funding, and funds from the Lenoir Tourism Development Authority. Staff request City Council adopt the Capital Project Budget Ordinance for Lenoir High School Campus Project - Phase I in the amount of $6,070,808.54, as submitted.

E. Ordinance Amendments relating to Chapter 9 (Flood Damage Prevention) of the Lenoir Code of Ordinances; The amendments to the Flood Damage Prevention Ordinance come before the Council for consideration following the first reading on June 16, 2026, and the public hearing on August 4,2026. Staff recommends approval of the ordinance amendments, as submitted.

F. Resolution; Adoption of a resolution accepting newly constructed extension on Prince William Drive for city maintenance. GTE Construction and Realty has built 116 feet of Prince William Drive to the City street standards. Staff recommends the resolution be accepted, 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 Carolina Tattoo & Arts Gathering will be held on Friday September 4 through Sunday, September 6 in downtown Lenoir at the Harper Room

located at 1016 Harper Avenue NW.

2. The City offices will be closed on Monday, September 7 in observance of Labor Day.
3. The Economic Development Advisory Committee will meet on Tuesday, September 8 at 8:15 a.m. at the J.E. Broyhill Civic Center.
4. The Lenoir Business Advisory Board will meet on Thursday, September 10 at 6:00 p.m. at City Hall, Third Floor.
5. The 40th Annual Sculpture Celebration will be held Saturday, September 12 from 9:00 a.m. - 4:00 p.m. at the T.H. Broyhill Walking Park.
6. The City/County Services Committee will meet on Monday, September 14 at noon at the J.E. Broyhill Civic Center.
7. The Planning Board will meet on Monday, September 14 at 5:30 p.m. at the City/County Chambers.
8. The ABC Board will meet on Thursday, September 17 at 2:00 p.m.

B. Items for Council Action

1. Abatement Ordinance 507 Finley Ave; City staff request adoption of an ordinance directing staff to abate the non-residential building violations by demolishing the structure on the property at 507 Finley Ave. The subject structure is unsafe for any use and attempts to achieve owner abatement have been unsuccessful, as submitted.
2. Ordinance to Vacate and Close 1011 West Ave NW; Planning staff requests that City Council adopt a Vacate and Closure ordinance directing staff abate the non-residential structure violations by vacating and securing the building on the property at 1011 West Ave NW, as submitted.

VII. Reports and Recommendations of the City Attorney

VIII. Reports and Recommendations of the Mayor

IX. Reports and Recommendations of Council Member

X. Adjournment

City Council
Meeting Minutes
Tuesday, August 18, 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, 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 Economic Development Main Street Director Brenda Floyd.

Absent Communication & Public Information Director Joshua Harris

I. Call to Order

A. Mayor Gibbons thanked city staff for all their hard work at the 52nd Harambee Festival held at the Martin Luther King Jr. Center and the back-to-school extravaganza event held at the Mulberry Recreation Center.

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

Mayor Gibbons introduced special guests from Italy that were visiting John and Kaylynn Tye.

II. Matters Scheduled for Public Hearings

There were no public hearings.

III. Consent Agenda Items

A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, August 4, 2026, as submitted.

B. Revised Capital Project Budget Ordinance; Lenoir/Valdese Water Interconnection Project: Staff request City Council to adopt the Revised Capital Project Budget Ordinance for the Lenoir/Valdese Water Interconnection Project in the amount of $24,796,000, as submitted.

C. Capital Project Budget Ordinance; LFD Building Foundation Stabilization Project: Staff request City Council to adopt the Capital Project Budget Ordinance for the LFD Building Foundation Stabilization Project in the amount of $2,993,000, as submitted.

D. Design-Build Contract, LFD Building Foundation Stabilization: Staff recommends execution of the Agreement Between Owner and Design-Builder on

the Basis of a Stipulated Price (EJCDC Document C-520-2018), with GeoSpecialties LLC for Design-Build Services for the Lenoir Fire Department Station #1 Building Foundation Stabilization Project related to stormwater repair with a total contract amount of $1,880,000.00. Following a thorough review and evaluation of vendor statement of qualifications submittals, GeoSpecialties LLC was selected at the July 28, 2026 Council meeting as the most qualified vendor to provide Design-Build services for the project.

Upon a motion by Mayor Pro-Tem Perkins, City Council voted 7 to 0 to adopt the above listed items (A through D) on the Consent Agenda as listed and recommended.

IV. Requests and Petitions of Citizens

Steve Huntley at 914 Southview Place said he would like to request that City Council create a resolution that states ICE is disruptive and a danger to our community.

V. Reports and Boards and Commissions

There was no report from Boards and Commissions.

VI. Reports and Recommendations of the City Manager

A. Items of Information

1. The City of Lenoir Employee Appreciation Day will be held Thursday, August 20, from 5:30 p.m. to 7:30 p.m. at the Lenoir Aquatic & Fitness Center.

2. Friday Night Live concert featuring News@ 11 will be held Friday, August 21, from 7:00 p.m. to 10:00 p.m. at the Downtown Lenoir Stage.

3. The Committee of the Whole will meet on Tuesday, August 25, at 8:30 a.m. at City Hall, Third Floor.

4. The Foothills Regional Airport Authority will meet on Wednesday, August 26 at noon.

B. Items for Council Action

1. Vacate and Closure Ordinance: 397 Willow Street NW: Planning staff requests that City Council adopt a Vacate and Closure ordinance directing staff to abate the non-residential structure violations by vacating and securing the building on the property at 397 Willow Street NW Parcel ID: 06 5 4 3. The subject structure is unfit for any use, and the property owner has been given a period of more than 90 days to take corrective action, but has not completed the required corrective actions within that period, as submitted.

Planning Director Hannah Williams said Council has made public safety and commercial corridor improvements a priority. The building at 397 Willow Street NW has formally been found unsafe and unfit for any use, which has been confirmed through inspections.

Director Williams said the owner was given an administrative hearing with 90 days to comply, but the building remains unsecured. If this ordinance is passed, it will allow the city to legally secure the structure and post it as unfit for use.

Councilmember Stevens asked what business previously occupied the building. The consensus from the group was Greer Laboratories.

Councilmember Beal said he appreciates the work from the Planning Department on this property and improvements were a priority as discussed by Council. Beal said this is important because the City Fire Department and Police Department are going into these unsafe buildings.

Upon a motion by Councilmember Beal, City Council voted 7 to 0 to approve the Vacate and Closure Ordinance for 397 Willow Street NW, as presented.

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.

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 6:24 p.m.

_____ _____

Lauren Hartley, City Clerk Joseph L. Gibbons, Mayor

Revised Capital Project Budget Ordinance for the City of Lenoir

Lenoir-Valdese Interconnect

BE IT ORDAINED by the City Council Members of the City of Lenoir, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project to authorize activities for the Lenoir-Valdese Interconnect project to include the expenditure of funds for the projects detailed below. The ordinance will authorize the activities necessary to establish a regional water system interconnection. Funding for the project will be provided through a $17,000,000 direct appropriation from the North Carolina General Assembly, less $255,000 in loan fees; a State Revolving Fund (SRF) loan for $3,000,000 at 2.45% interest over 20 years; a $350,000 grant from the Hurricane Helene Disaster Fund; and $4,701,000 in local/state loans/grant funding.

Section 2: The officers of this unit are hereby directed to accept the funding and proceed with the capital project within the terms of the budget contained herein.

Section 3: The following revised amounts appropriated for the project are:

Description	Budget
Engineering	$ 2,120,000.00
Admin Costs	$ 1,337,500.00
Construction	$ 21,338,500.00
Total	$ 24,796,000.00

Section 4: The following revenues are anticipated to be available to complete this project:

Description	Budget
North Carolina General Assembly Direct Appropriation (SRP-D-134-0165)	$ 16,745,000.00
DWSRP Loan: 2.45 at 20 yrs. (SRP-D-0240)	$ 3,000,000.00
Hurricane Helene Disaster Funding Grant (HEL-RTA-04)	$ 350,000.00
Local Funds/State Loan/Grant	$ 4,701,000.00
Total Revenue	$ 24,796,000.00

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 8: Copies of this capital project ordinance shall be furnished to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 18th day of August, 2026

Mayor

Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

Capital Project Budget Ordinance for the City of Lenoir

LFD Building Foundation Stabilization

BE IT ORDAINED by the City Council Members of the City of Lenoir, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project will authorize activities for the Lenoir Fire Department (LFD) Building Foundation Stabilization Project, including the expenditure of funds for the project activities detailed below. The ordinance will authorize the necessary work to stabilize the Lenoir Fire Station 1 building and address stormwater-related issues impacting the building's foundation.

Project activities will include the design and installation of a ground improvement and underpinning system, as well as pipe replacement. Funding for the project will be provided through a State Capital and Infrastructure Fund (SCIF) Grant appropriated by the North Carolina General Assembly in the amount of $500,000, remaining ARPA funds (in Fund Balance) of $397,550, and $2,095,450 in local funding.

Section 2: The officers of this unit are hereby directed to accept the funding and proceed with the capital project within the terms of the budget contained herein.

Section 3: The following revised amounts appropriated for the project are:

Description	Budget	
Admin, Engineering, and Professional Services	$	100,000.00
Construction	$	2,630,000.00
Contingency	$	263,000.00
Total	$	2,993,000.00

Section 4: The following revenues are anticipated to be available to complete this project:

Description	Budget	
Grant Funding (SCIF)	$	500,000.00
Local Funding	$	2,095,450.00
ARPA Funding (in Fund Balance)	$	397,550.00
Total Revenue	$	2,993,000.00

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 8: Copies of this capital project ordinance shall be furnished to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 18th day of August, 2026

Mayor

Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between **City of Lenoir**, a North Carolina municipal corporation, ("Owner"), and **GeoSpecialties** ("Design-Builder").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Design-Builder agree as follows:

ARTICLE 1—THE PROJECT AND THE WORK

The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Lenoir Fire Department Foundation Stabilization** – Design & Construction of foundation stabilization for the Lenoir Fire Department, including: foundation stabilization and slab-on-grade remediation requiring integrated geo-structural engineering, site-civil work, subsurface investigation, installation and construction.

1.01 Design-Builder shall complete all Work as specified or indicated in the Contract. The Work is generally described as the design and construction of the following as presented in the GeoSpecialties proposal dated August 6, 2026:

- **Compaction grout under Fire Station Foundation**
  - Drilling will be conducted from outside the Fire Station under the structure and pressure grouted.
  - Compaction grouting will be performed using 15 different drill locations at 30 feet in depth under the building outer foundation.
- **Install micropiles:**
  - Excavate "windows" at micropile locations.
  - Micropiles will be installed adjacent to the building along the exterior wall. The depth of the micropiles is estimated to be 60 feet.
- **Tie in micropiles to existing foundation**
  - Install underpinning brackets
- **Temporary lining within portion of existing storm drain**
  - Approximately 20 to 25 foot section to be lined with gunite
- **Compaction grout from below storm drain to 15 feet below ground surface**
  - The area will be compaction grouted at approximately 115 locations to a depth of 30 feet.
  - GeoSpecialties proposes to utilize cementitious compaction grouting in accordance with the alternate grouting provisions permitted under SP-16.
- **Grade and seed sinkhole area**
  - Sink hole area will be cleaned out of vegetation filled and regraded using soil. Specifically in the top two (2) feet topsoil will be used to facilitate grass growth and seeding will be applied.
  - Remainder of the area will be reclaimed and cleaned.

EJCDC® D-520, Agreement between Owner and Design-Builder on the Basis of a Stipulated Price.
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ARTICLE 2—OWNER'S ADVISOR AND DESIGN-BUILDER'S ENGINEER

2.01 Owner's Advisor **Mattern & Craig** and **Catawba Valley Engineering & Testing**

2.02 Engineer: Design-Builder will provide a final design package sealed by a Professional Engineer Registered in the state of North Carolina ("Engineer") for the performance of professional engineering services for the micropile portion only under this Contract.

ARTICLE 3—CONTRACT TIMES

3.01 Time of the Essence

A. All time limits for Design-Builder's attainment of Milestones, if any, Substantial Completion, and completion and readiness for final payment, as stated in the Contract, are essential obligations of this Contract. Time is of the essence for completing the Work included in this Contract.

3.02 Contract Times—Weeks

A. Design-Builder will substantially complete the Work within **12 to 16 weeks after Notice to Proceed (NTP)** is issued after the Effective Date of the Contract.

B. Design-Builder will complete the Work and be ready for final payment in accordance with General Conditions Paragraph 15.07 within **20 weeks** after the Effective Date of the Contract.

3.03 Liquidated Damages

A. Not Applicable under this Contract per *Attachment A – Standard Terms and Conditions*

ARTICLE 4—CONTRACT PRICE

4.01 Stipulated Sums

A. Owner shall pay Design-Builder for completion of the Work in accordance with the Contract Documents at the prices as presented in GeoSpecialties proposal dated August 6, 2026, attached hereto as an exhibit.

4.02 Changes in Contract Price Based on Cost of the Work

A. If a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work and includes Design Professional Services, the Cost of the Work for those services shall include direct labor cost of each employee providing services multiplied by a factor of **2.5**, which covers labor costs, overhead, and profit. Reimbursable expenses shall be compensated for at cost with no markup for overhead and profit.

B. If the value of Work covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, and involves Work performed under Construction Subcontracts or Design Agreements, the allowable markups on lower tier invoices are limited as stated in General Conditions Paragraphs 11.07.D.1.c and d.

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ARTICLE 5—PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

A. Design-Builder shall submit Applications for Payment in accordance with General Conditions Article 15. Owner will process Applications for Payment as provided in the General Conditions.

5.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Design-Builder's Applications for Payment on or about the **7th** day of each month during performance of the Work, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions, and in the case of Unit Price Work based on the number of units completed, or in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Design-Builder to **100 percent** of the Work completed, less such amounts set off by Owner pursuant to General Conditions Paragraph 15.01.E, and less **150 percent** of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

B. Notwithstanding the provisions above, no retainage will be withheld with respect to the portion of a payment application pertaining to engineering, design, and other professional services.

5.03 Final Payment

A. Owner shall pay the remainder of the Contract Price upon final completion and acceptance of the Work in accordance with General Conditions Paragraph 15.07.

5.04 Interest Rate

A. All amounts not paid when due will bear interest at the rate of **two percent [2%]** percent per month, or if applicable at the rate stated in a governing prompt payment statute.

ARTICLE 6—CONTRACT DOCUMENTS

6.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement.

2. GeoSpecialties proposal dated August 6, 2026

3. Informational documents incorporated herein by reference as provided to GeoSpecialties for analysis listed on Page 1 in the attached proposal.

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4. Bonds (as required by NCGS)
    a. Performance bond and power of attorney.
    b. Payment bond and power of attorney.
5. General Conditions.
6. Supplementary Conditions.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Work Change Directives.
    b. Change Orders.
    c. Allowance Authorization.
    d. Warranty bond, if any.

B. The documents listed in Paragraph 6.01.A are attached to this Agreement, except as expressly noted otherwise above.

C. There are no Contract Documents other than those listed above in this Article 6.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 7—DESIGN-BUILDER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 Representations

A. Design-Builder makes the following representations on which Owner may rely:

1. Design-Builder has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.
2. Design-Builder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Design-Builder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Design-Builder has carefully studied:
    (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings, and
    (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings.

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5. Design-Builder has considered the information known to Design-Builder itself, and to Construction Subcontractors and Project Design Professionals that Design-Builder has selected as of the Effective Date; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings, if any, identified in the Contract Documents or otherwise made available to Design-Builder, with respect to the effect of such information, observations, and documents on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Design-Builder; and (c) Design-Builder's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Design-Builder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary prior to entry into the Contract at the Contract Price, subject to the Contract Times.

7. Design-Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

8. Design-Builder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Design-Builder has discovered in the Contract Documents, and the written response from Owner is acceptable to Design-Builder.

9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

10. Design-Builder's entry into this Contract constitutes an incontrovertible representation by Design-Builder that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.02 Certifications

A. Design-Builder certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 7.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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IN WITNESS WHEREOF, Owner and Design-Builder have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]**, which is the Effective Date of the Contract.

Owner:	Design-Builder:
_____ *(typed or printed name of organization)*	_____ *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)* *(If Design-Builder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
Designated Representative:	Designated Representative:
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: _____	Phone: _____
Email: _____ *(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	Email: _____ License No.: _____ *(where applicable)* State: _____

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Martin J. Woodard, PhD PG PE
www.geospecialties.com | 540.315.0270
martin.woodard@geospecialties.com

August 6, 2026

Jon Hogan, ISA
Public Works Director
801 West Ave NW
Lenoir, NC 28645
Jon.hogan@CI.LENOIR.NC.US
(828) 757-2175

Subject: Lenoir Fire Station- Emergency Sinkhole Repair

Dear Mr. Hogan:

GeoSpecialties is pleased to offer this proposal for the above-referenced project. This proposal is exclusively for the City of Lenoir, herein known as the "Owner," to consider. The site is located at 602 Harper Avenue, Lenoir, Caldwell County, North Carolina.

This proposal has been prepared after a site visit that included Jon Hogan and Neill Belk (City of Lenoir), David LeGrand (Catawba Valley Engineering), Mike Milton and Martin Woodard (GeoSpecialties). The following is a list of information Catawba Valley Engineering & Testing provided for the analysis.

- 2026 Geophysical Exploration performed by Terracon.
- Special Provisions in Bid - prepared by Ardurra.
- SP-15 and SP-16 Special Provisions provided to Ardurra by CVET for Bid.
- CVET repair drawings for bid (23-872)
- 2022 Culvert Inspection and Initial Geophysical Exploration

Our understanding is that the storm drain adjacent to the fire station is compromised. Soil has entered the drain and is being washed away during heavy storm events, creating voids around the pipe and weakening the surrounding soils. These weakened soils appear to extend beneath the fire station.

The loss and weakening of soil have caused a sinkhole-like depression adjacent to the fire station. The resulting settlement may also have stressed the building, causing wall cracks and operational issues with windows and doors. Catawba Valley has monitored several of these cracks for several years, and some appear to be widening.

Based on the site visit, discussions with the City of Lenoir, and the documents provided, we propose the following mitigation measures.

Support the Fire Station

Geophysical results indicate that the soils beneath the fire station are weak. The first step is to improve subsurface conditions by compaction grouting to a depth of approximately 30 feet using cementitious grout.



Figure 1. Model of fire station and sink hole at 602 Harper Ave.

After the initial compaction grouting beneath the station north foundation, the north building perimeter will be supported with micropiles installed adjacent to the exterior wall. This system will provide both immediate and long-term resistance to continued differential settlement.

The instability is being caused by breaks and leaks in the storm drain and the loss of material around

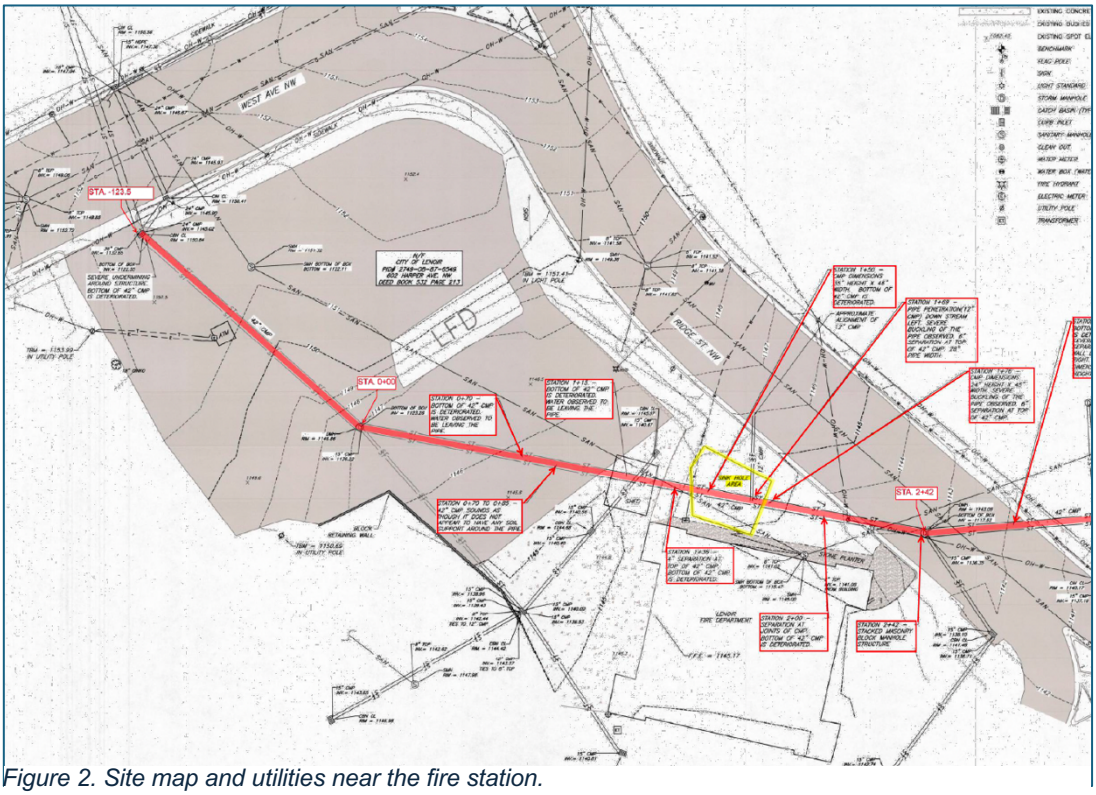


Figure 2. Site map and utilities near the fire station.

the pipe, which must also be addressed. We have accounted for a 20–25-foot section of the pipe to be lined with gunite to prevent further inflow and outflow of water and soil. After the lining is installed, the ground from below the pipe to approximately 15 feet below grade will be improved by compaction grouting. Compaction grouting is not intended near the existing water line that serves the fire station.

After compaction grouting is complete, the area will be regraded, covered with topsoil, and seeded.

GeoSpecialties' proposed remediation approach is intended to provide both immediate stabilization and long-term support of the existing structure. The proposed system combines deep cementitious compaction grouting and micropile underpinning to mitigate continued settlement risks associated with subsurface voiding and soil loss.

GeoSpecialties will perform construction monitoring during the grouting operations including visual crack monitoring, laser elevation monitoring, grout pressure monitoring, grout take monitoring, and daily installation logs. Grouting operations will be adjusted in the field based on observed subsurface conditions and structure response.

GeoSpecialties' proposed approach is performance-based and intended to satisfy the contractor-designed ground improvement requirements outlined in SP-16 of the project specifications.

I. Proposed Scope of Work

GeoSpecialties proposes slope stabilization improvements at the following site(s):

- **Compaction grout under Fire Station Foundation**
  - Drilling will be conducted from outside the Fire Station under the structure and pressure grouted.
  - Compaction grouting will be performed using 15 different drill locations at 30 feet in depth under the building outer foundation.
- **Install micropiles:**
  - Excavate "windows" at micropile locations.
  - Micropiles will be installed adjacent to the building along the exterior wall. The depth of the micropiles is estimated to be 60 feet.
- **Tie in micropiles to existing foundation**
  - Install underpinning brackets
- **Temporary lining within portion of existing storm drain**
  - Approximately 20 to 25 foot section to be lined with gunite
- **Compaction grout from below storm drain to 15 feet below ground surface**
  - The area will be compaction grouted at approximately 115 locations to a depth of 30 feet.
  - GeoSpecialties proposes to utilize cementitious compaction grouting in accordance with the alternate grouting provisions permitted under SP-16.
- **Grade and seed sinkhole area**
  - Sink hole area will be cleaned out of vegetation filled and regraded using soil. Specifically in the top two (2) feet topsoil will be used to facilitate grass growth and seeding will be applied.
  - Remainder of the area will be reclaimed and cleaned.

II. Roles and Responsibilities

GeoSpecialties' scope of work includes labor, tools, equipment, and materials to design and install the ground improvement and underpinning system pursuant to the following conditions:

1. Design and installation of the mitigation system.
    a. Design and monitor all compaction grouting.
    b. Install micropiles up to 60 feet in length.
    c. Connect the micropiles to the fire station structure
    d. Provide temporary lining for portions of the storm pipe
    e. Grade and seed grass area adjacent to the fire station
2. The pricing contained herein is based on the following assumptions:
    a. Micropile installation depths averaging approximately 60 feet.
    b. A total of approximately 33 micropiles.
    c. Compaction grouting quantities not exceeding approximately 450 cubic yards of grout injection.
    d. Drilling footage not exceeding approximately 3,900 linear feet.
    e. Subsurface conditions generally consistent with the provided geotechnical and geophysical information.
    f. No major underground obstructions, abandoned structures, undocumented utilities, hazardous materials, artesian groundwater conditions, or excessive voiding conditions are encountered.

    If actual field conditions differ materially from the assumptions above, including but not limited to increased grout take, deeper treatment zones, excessive voiding, utility conflicts, obstruction removal, or additional underpinning requirements, GeoSpecialties reserves the right to adjust the contract amount through a change order.
3. Provide final design package sealed by a Professional Engineer Registered in the state of North Carolina for micropile portion only.
4. The initial mobilization includes labor, equipment, and material capable of installing the micropile and compaction grouting system. If GeoSpecialties is required to leave the site and return outside of what was previously stated and planned for, the cost is as indicated in the pricing table provided in Section V for each demobilization/remobilization. Work shall be available to GeoSpecialties prior to our mobilizing to the site.
5. GeoSpecialties' design responsibilities are limited to the ground improvement, underpinning, and temporary stabilization systems specifically described herein. GeoSpecialties does not assume responsibility for the evaluation or repair of pre-existing structural damage to the fire station, including existing cracks, door/window movement, slab distress, or architectural finishes.
6. Final acceptance of the ground improvement system shall be based upon reasonable professional judgment, observed field performance, and the completion of the work generally consistent with the project intent and the contractor-designed performance requirements outlined in SP-16.

Owner would be responsible for the following:

1. Provide traffic control, as required.
2. Obtain any necessary permits.
3. Backfill existing 42" storm sewer within a month of compaction grouting completion.
4. Provide an on-site dump site for excavated materials.
5. Provide all weather working access to GeoSpecialties for material/equipment deliveries, and on-site area for material/equipment storage. Owner to obtain all right of way, licenses, or easements for GeoSpecialties to perform its work.

III. Key Assumptions, Clarifications and Exclusions

The following are additional key assumptions made in the preparation of this proposed scope and fee.

- No off-site waste is assumed.
- No traffic control is assumed. The sidewalk will be closed to permit work within the area.
- No surveying is included (e.g. layout survey, as-built survey, and wall tolerances as required).
- The cost of a bond premium is not included in the GeoSpecialties' price. If desired by and paid by the Owner, GeoSpecialties will furnish a Payment and Performance Bond at a rate of 2% of the total price.
- Pricing assumes existing utilities shown in the provided documents are generally accurate and locatable.
- Repair or replacement of existing utilities damaged due to undocumented conditions, inaccurate utility locations, pre-existing deterioration, or utility failure is excluded.
- Independent third-party geotechnical testing, CPT testing, DMT testing, laboratory testing, and special inspections by others are excluded unless specifically noted otherwise.
- Structural repairs to the existing fire station building are excluded.
- Dewatering beyond normal construction means and methods is excluded.
- Removal and disposal of contaminated soils, hazardous materials, or unsuitable materials is excluded.
- Excessive grout takes associated with large undocumented voids, karst features, failed utilities, or subsurface anomalies are excluded.
- Pricing assumes reasonable access around the structure for drilling and grouting operations.
- Any work associated with permanent storm drain replacement is excluded from this proposal.
- Prevailing wage, Buy American compliance, and bond costs can be incorporated upon request if required by the Owner.

IV. Anticipated Schedule

GeoSpecialties estimates that the work described above can be completed in approximately **12 to 16 weeks**. **If notice to proceed is given within one week of receipt of this proposal, GeoSpecialties can mobilize prior to the end of June, possibly earlier.** Actual construction duration may vary depending on subsurface conditions, utility conflicts, weather delays, owner-directed changes, material lead times, and permitting or review durations. The approximate delivery schedule below assumes timely delivery of information and review comments from the owner. All construction work is based on a work schedule of Monday through Friday, up to 10 hours per day as weather and daylight permits. GeoSpecialties can mobilize to the site within a mutually negotiated timeframe from GeoSpecialties receiving an executed contract, approved submittals, and a written notice to proceed.

V. Pricing

Our scope of work includes labor, tools, and equipment to perform the work described herein based on the prices listed below. The prices included herein are based and expressly conditioned on continuous unobstructed work beginning the day GeoSpecialties mobilizes on the site. Should the work not proceed as continuous unobstructed work, the price to perform the work may likely increase. We propose to perform the above scope of work via the following fee breakdown. This pricing also assumes work is completed within 12 or more hours of daylight.

Because the project involves sinkhole remediation and subsurface conditions that are inherently variable and not fully defined prior to construction, the quantities provided herein are estimates only

and are based upon the currently available information. Actual grout quantities, drilling footage, micropile depths, and remediation extents may vary depending on field conditions encountered during construction.

Table 1 – Cost Estimate

Item	Description	Qty	Unit	Unit Price	Total
1	Mobilization	1	LS	$100,000	$100,000
2	Design and Stamped Plans for Micropiles	1	LS	$25,000	$25,000
3	Underpinning Micropiles with Brackets	33	EA	$8,500	$280,500
4	Compaction Grouting, Drilling	3,900	LF	$245	$955,500
5	Compaction Grouting, Grouting	450	CY	$900	$405,000
6	42” Pipe Temporary Repair (5’x20’ area)	1	LS	$29,000	$29,000
7	Utility Locating	1	LS	$20,000	$20,000
8	Landscaping	1	LS	$15,000	$15,000
9	Utility Conflict/Moving allowance*	1	LS	$50,000	$50,000
					$1,880,000

* Billed at cost plus 15% if needed.

VI. Closure

Thank you for the opportunity to propose this very important project. If you have any questions or would like any additional information, please don’t hesitate to contact me.

Sincerely,

GeoSpecialties

Martin J. Woodard, PhD PG PE
martin.woodard@geospecialties.com
c: (540) 315-0270

Accepted by: _____
(Signature)

Accepted by: _____
(Printed name/title)

Date: _____

Attachment A – Standard Terms and Conditions

STANDARD OF CARE: Services performed by GeoSpecialties will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits, physical or other constraints applicable to the services. No warranty, express or implied is made.

INVOICES AND PAYMENT TERMS: Unless otherwise specified in any proposal, GeoSpecialties will submit monthly progress invoices to Client and a final bill upon completion of services. Payment is due upon receipt of invoice by Client and is past due thirty (30) days from the date of the invoice. Client agrees to pay a finance charge of two percent (2%) per month or the maximum rate permitted by law on past due accounts. Client agrees to pay attorneys' fees, legal costs and all other collection costs incurred by GeoSpecialties in pursuit of past due payments.

DELAYS AND FORCE MAJEURE: Client shall not hold GeoSpecialties responsible for damages or delays in performance that arise from a cause or condition reasonably beyond GeoSpecialties 's control, such as but not limited to acts or omissions of Client, its subcontractors, governmental authorities, or regulatory agencies; civil or labor unrest; acts of God, nature, or terror; disruptions of the Internet, GeoSpecialties' electronic telecommunications or hosting services; interruption of sources of supply; or any other events that are beyond the reasonable control of GeoSpecialties.

LIMITATION OF LIABILITY: Client shall immediately notify GeoSpecialties in writing of any deficiencies or suspected deficiencies arising directly or indirectly from GeoSpecialties 's negligent acts, errors or omissions. Failure by Client to notify GeoSpecialties shall relieve GeoSpecialties of any further responsibility and liability for such deficiencies. To the extent permitted by law, Client and GeoSpecialties agree that all liability arising directly or indirectly from this Agreement or the services of GeoSpecialties shall expire no later than one (1) year from the date of GeoSpecialties' acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.

To the maximum extent permitted by law, Client agrees to limit the liability of GeoSpecialties, whether in contract, tort, or otherwise, which arises from GeoSpecialties' acts, negligence, errors or omissions to a maximum of the greater of (a) insurance proceeds (including any deductible payable by GeoSpecialties) payable for such acts, negligence, errors, or omissions and (b) GeoSpecialties 's total fee for the services rendered under this Agreement.

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological and other conditions that GeoSpecialties interprets to exist between sampling points may differ from those that actually exist. Furthermore, Client recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions. For the foregoing reasons, Client agrees to the fullest extent permitted by law that GeoSpecialties shall have no liability whatsoever for claims, damages or losses caused by site conditions that cannot reasonably be known by standard engineering methods.

INSURANCE: GeoSpecialties maintains professional liability insurance coverage and will provide a certificate of insurance upon Client's request. Client agrees that GeoSpecialties will not be liable or responsible for any loss or damage beyond the amounts, limits, exclusions, terms and conditions of such insurance.

Client may request that GeoSpecialties obtain professional liability insurance coverage higher than GeoSpecialties' existing coverage through project-specific insurance, if available, provided that Client shall pay an additional fee based on the additional premium cost.

PROFESSIONAL WORK PRODUCT: The Services provided by GeoSpecialties are intended for one-time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by GeoSpecialties are considered its professional work product (the "Documents"). GeoSpecialties retains all rights to the Documents.

Client understands and acknowledges that the Documents are not intended or represented by GeoSpecialties to be suitable for reuse by any party, including, but not limited to, the Client, its employees, agents, subcontractors or subsequent Contractors on any extension of a specific project not covered by this Agreement or on any other project, whether Client's or otherwise, without GeoSpecialties' prior written permission. Client agrees that any reuse unauthorized by GeoSpecialties will be at Client's sole risk and that Client will defend, indemnify and hold GeoSpecialties harmless from any loss or liability resulting from the reuse, misuse or negligent use of the Documents.

DATA AND INFORMATION: Client shall provide to GeoSpecialties all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. GeoSpecialties shall be entitled to rely upon the Project Information provided by Client or others and GeoSpecialties assumes no responsibility or liability for the accuracy or completeness of such.

RIGHT OF ENTRY: Client will provide for the right of entry for GeoSpecialties, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If Client does not own the site, Client shall obtain permission and execute any required documents for GeoSpecialties to enter the site and perform Services. It is understood by Client that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

CONTROL OF WORK AND JOB-SITE SAFETY: Insofar as job site safety is concerned, GeoSpecialties is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve Client or any other consultants or contractors from their responsibilities for maintaining a safe job site. GeoSpecialties shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of GeoSpecialties, nor the presence of GeoSpecialties or its employees and subcontractors, shall be construed to imply that GeoSpecialties controls the operations of others or has any responsibility for job site safety.

DISPUTES: All disputes, claims, or controversies arising out of or related to this Agreement shall be submitted to mediation.

TERMINATION: Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within seven (7) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, GeoSpecialties shall be paid for Services performed to the termination notice date, together with reimbursable expenses including subcontractors, sub- consultants, project-related materials and travel. If GeoSpecialties suspends the services hereunder, GeoSpecialties shall have no liability to Client for any resulting delay or damage to Client or others. Client shall make no deductions from GeoSpecialties' compensation on account of sums withheld from payments to contractors, nor shall payment to GeoSpecialties be contingency upon financing arrangements or Client's receipt of payment from any third party.

ELECTRONIC MEDIA: Client acknowledges that electronic media are subject to unauthorized and undetectable alteration, modification, deterioration, and incompatibility, either intentional or unintentional, due to transmission, conversion, media degradation, software error, or human alteration. Accordingly, documents provided to Client in electronic media are submitted for informational purposes only subject to a review and acceptance period of 30 days. Client should report any defects discovered during that time period to GeoSpecialties for correction. GeoSpecialties makes no warranties, either express or implied, regarding the fitness or suitability of electronic media. Client agrees not to use any electronic media provided by GeoSpecialties, in whole or in part, for any project other than that for which they were created, without the express written consent of GeoSpecialties and without suitable compensation. Accordingly, Client agrees to waive any and all claims against GeoSpecialties resulting in any way from the unauthorized reuse or alteration or electronic media.

HAZARDOUS MATERIALS AND CONTAMINANTS: Nothing in this Agreement shall be construed as providing any type of service relating to an assessment of the presence or absence of oil, hazardous materials, asbestos, radioactive materials or any other environmental contaminants or conditions which may be subject to governmental regulation or control, or for the design of systems to remove, treat, handle, remediate or dispose of such materials, contaminants, or conditions.

MISCELLANEOUS: This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change

in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement. Client acknowledges and agrees that GeoSpecialties can retain subconsultants, who may be affiliated with GeoSpecialties, to provide services for the benefit of GeoSpecialties. GeoSpecialties will be responsible to Client for the services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Limitation of Liability.

No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion. All representations and obligations (including the Limitation of Liability) shall survive indefinitely the termination of the Agreement. Client acknowledges that it may not use GeoSpecialties' name or any reference to the Services in any press release or public document without the express, written consent of GeoSpecialties. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.

All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Kentucky unless the law of another jurisdiction must apply for this Agreement to be enforceable.

Client represents and warrants that the individual signing the proposal is an authorized representative of Client and has authority to bind the Client.

CHANGES: If the contract is changed after the construction crew delivers the materials or begins work, the project site is not ready for GeoSpecialties' work to begin, or other delays outside of GeoSpecialties' control, there will be a $600.00 per crew-hour charge for time lost.

INTEGRATION: This agreement contains the entire understanding between the parties hereto and no other representation or inducement, verbal or written, has been made which is not contained in this contract.

RETAINAGE: if any, is to be released to GeoSpecialties within 30 days after the completion of GeoSpecialties' work.

LIQUIDATED DAMAGES: Client agrees that GeoSpecialties shall not be responsible for liquidated damages, delay damages, or other time related damages for any work that is outside GeoSpecialties' control.

VIBRATIONS: GeoSpecialties cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. Client shall indemnify GeoSpecialties against any and all claims for such disturbance and also take precautions as necessary to avoid any such claims. This may include vibration monitoring, excavating trenches around the affected area, etc. It is possible that damage may occur as a result of heave, settlement, utility not correctly marked, or intrusion of grout and/or construction water and GeoSpecialties cannot accept responsibility/liability for such damage. Client agrees to waive all liability and damages against GeoSpecialties in any related to the underground conditions and/or existing facilities described in the preceding sentence.

UTILITIES: Client shall ensure that all utilities are properly located before GeoSpecialties mobilizes to the site. Specific location (potholing), removal, and/or relocation of all underground and overhead utilities are not included in GeoSpecialties 's scope of work.

OTHER: This offer expires 30 days from the date transmitted.

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-610, Performance Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

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PAYMENT BOND

Contractor	**Surety**
Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner	**Contract**
Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-615, Payment Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

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This document presented and filed:
08/19/2026 10:18:11 AM

Fee $26.00

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

City of Lenoir

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AN ORDINANCE DIRECTING CITY OFFICIALS TO VACATE AND CLOSE THE PROPERTY HEREIN DESCRIBED AS AN IMMINENT DANGER TO THE PUBLIC AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED

WHEREAS, N.C. Gen. Stat. § 160D-1129, et seq. authorizes any local government by ordinance to provide for the repair, closing, or demolition of Buildings, as defined by N.C. Gen. Stat. § 160D-1129, found unfit for any use due to dilapidation, defects increasing the hazards of fire, accidents or other calamities, or other conditions rendering the Buildings unsafe or unsanitary, or dangerous or detrimental to the health, safety, morals, or otherwise inimical to the welfare of the residents of the local government; and

WHEREAS, the City has adopted by ordinance in Chapter 4, Article 4 of the City of Lenoir Code of Ordinances ("Non-residential Buildings or Structures Standards") to provide for the repair, closing, or demolition of Buildings found unfit for any use; and

WHEREAS, on or about March 11, 2026, the Code Compliance Officer, as defined in Section 4-197 of the Non-residential Buildings Standards, found that the Building located at 397 Willow Street NW, Lenoir, North Carolina, Parcel ID: 06 5 4 3 (the "Building"), as unfit for any use; and

WHEREAS, on March 11, 2026, the Code Enforcement Officer, after conducting a preliminary investigation disclosing a basis for such charges, issued and caused to be served on Dustin Hartley, the Owner of the Building, as defined by N.C. Gen. Stat. § 160D-1202(1), and parties in interest of such Building a complaint stating the charges in that respect and containing a notice that an administrative hearing would be held before the Code Compliance Officer, or the designated agent, at Lenoir City Hall; and

WHEREAS, after notice and an administrative hearing, the Code Compliance Officer determined that the Building was unfit for any use due to the fact that the Building was unsafe, dangerous and in non-compliance with City ordinance due to structural damages to roof, ceiling, inadequate egress and fire hazards and stated, in writing, findings of fact to support that

determination; and

WHEREAS, the repair to the Building cannot be made at a reasonable cost in relation to the value of the Building; and

WHEREAS, on March 31, 2026, the Code Enforcement Officer issued and caused to be served on the Owner an order requiring the Owner to vacate and close the Building by not later than June 29, 2026; and

WHEREAS, the Owner of the Building has been given a reasonable opportunity to bring the Building into conformity with the Non-residential Buildings or Structures Standards, but has failed to comply; and

WHEREAS, N.C. Gen. Stat. § 160D-1129 provides that if the Owner fails to comply with an order to vacate, close and/or remove the Building, the Code Compliance Officer may, following ordinance adopted by the governing board, cause the Building to be vacated, closed, posted with a placard on the main entrance of the Building the following words: "This building is unfit for any use; the use or occupation of this building for any use is prohibited and unlawful," and removed; and

WHEREAS, the City Council has determined that the Building is unfit for any use due to structural damages to roof, ceiling, inadequate egress and fire hazards rendering the Buildings unsafe or unsanitary, or dangerous or detrimental to the health, safety, morals, or otherwise inimical to the welfare of the residents of the City of Lenoir; and

WHEREAS, based on the foregoing, the City Council finds that the Building should be vacated, closed, to meet the requirements of the Non-residential Buildings or Structures Standards, and should be placarded by placing thereon a notice prohibiting use for any use until repaired; and

WHEREAS, the City Council finds that all of the provisions of the Non-residential Buildings or Structures Standards have been complied with as a condition of the adoption of this Ordinance.

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

SECTION 1. The Owner of the Building having been notified in accordance with Chapter 160D of the North Carolina General Statutes, is hereby ordered to vacate the Building on or before September 1, 2026.

SECTION 2. The real property upon which the Building is situated is more particularly described as follows:

> FIRST TRACT: BEGINNING on an iron pipe stake in or near the western margin of Oak Street at a point forty feet at a right angle from a point four feet west of the northeast corner of the Carolina Store Company's Warehouse, and runs North 87° 58' West 175-5/10 feet to an iron pipe stake eight feet from the centerline of the

railroad siding; thence North 28° 46' East 67 feet to the iron pipe stake eight feet from the centerline of said railroad siding; thence South 87° 54' East 122-8/10 feet to an iron pipe stake in or near the margin of Oak Street; thence with said street 64 feet to the BEGINNING, which is at an iron pipe stake forty feet from the Carolina Store's Warehouse. SECOND TRACT: BEGINNING on an iron pipe stake on the west margin of Oak Street, also T. H. and J. E. Broyhill's northeast corner, and running thence North 89° 00' West 150 feet to a railroad iron on the east side of Town Branch; thence with the east side of Town Branch, North 01° 35' East 36 feet to a stake in R. T. Greer's line; thence with his line, South 88° 00' East about 135 feet to a stake on the west margin of Oak Street; thence with the west margin of Oak Street, South 14° 00' East 37.1 feet to the BEGINNING. SUBJECT to express condition relating to an alleyway or street set out in quitclaim deed recorded in Book 213, Page 321, Caldwell County Registry. THIRD TRACT: BEGINNING on a brass nail, Greer Drug's and Whitnel Industries' corner and Oak Street on the edge of the pavement, and runs with Greer Drug's line, North 87° 54' West 146.30 feet to an iron piping in the center of the railroad siding; thence with the center of the railroad siding and a new line as follows: North 26° 24' East 30.85 feet; North 18° 54' East 30 feet; North 11° 17' East 50 feet, in all 110.85 feet to an iron pipe a new corner; thence a new line, South 79° 45' East 67.80 feet to a railroad spike in the edge of the pavement of Oak Street, a new corner in the Whitnel Industries' line; thence with the edge of the pavement of Oak Street and Whitnel Industries' line, South 37° 52' East 09 feet to a brass nail, Whitnel Industries' corner; thence still with the edge of the pavement of Oak Street and Whitnel Industries', South 24° 16' East 100 feet to the BEGINNING.
Parcel ID: 06 5 4 3
NCPIN: 2749676789

SECTION 3. That the Owners of the real property described herein is Dustin Hartley.

SECTION 4. The Code Enforcement Officer or his designee is hereby authorized and directed to place a placard on the main entrance of the Building containing the legend: "THIS BUILDING IS UNFIT FOR ANY USE; THE USE OR OCCUPATION OF THIS BUILDING FOR ANY PURPOSE IS PROHIBITED AND UNLAWFUL. ANY PERSON WHO OCCUPIES OR KNOWINGLY ALLOWS THE OCCUPANCY OF A BUILDING OR STRUCTURE SO POSTED SHALL BE GUILTY OF A MISDEMEANOR."

SECTION 5. It shall be unlawful for any person to remove or cause to be removed the placard from Building to which it is affixed thereto pursuant to this Ordinance. It shall likewise be unlawful for any person to occupy or to permit the occupancy of Building having been declared to be unfit for any use. Occupation of a building so posted shall constitute a Class 1 misdemeanor.

SECTION 6. That Owner and parties in interest of the Building are hereby ordered to vacate and close the Building found by the Code Enforcement Officer and City Council to be unfit for any use within 14 days from the date of adoption of this Ordinance. If the Owner or parties in interest fail to have the Building vacated within 14 days from the adoption of this Ordinance, the Code Enforcement Officer is hereby authorized to commence summary ejectment proceedings

pursuant to N.C. Gen. Stat. § 160D-1129(j).

If the Owners or parties of interest fail or refuse to vacate and close the Building within the time allowed, then the Code Enforcement Officer is hereby authorized to proceed to vacate, close and secure and demolish the Building in accordance with this Ordinance pursuant to the Non-residential Buildings or Structures Standards and N.C. Gen. Stat. § 160D-1129. The cost of vacating and closing, or removal and demolition by the Code Enforcement Officer shall be a lien against the real property upon which the cost was incurred as provided in the Regulation authorized as to repair, closing, and demolishing off non-residential buildings or structures; order of public officer N.C. Gen. Stat. § 160D-1129(i).

SECTION 7. The Code Enforcement Officer or his designee is further directed and authorized to take such other and further action and exercise such other powers with respect to said building as may be necessary or convenient to carry out and effectuate the provisions of the Non-residential Buildings or Structures Standards of the City of Lenoir.

SECTION 8. That any person violating the provision of this Ordinance or the Non-residential Buildings or Structures shall be subject to the penalties and fines set forth in Section 4-219. If the violation is continued, each day's violation shall be a separate offense. In addition, this Ordinance may be enforced by an appropriate equitable remedy such as an injunction or order of abatement issuing from any court or competent jurisdiction pursuant to N.C. Gen Stat. § 106D-1129 and by any, all, or a combination of the remedies as authorized and prescribed by law or under Section 4-219(2) of the City of Lenoir Code of Ordinances.

SECTION 9. That the City Clerk is hereby directed to record a certified copy of this Ordinance in the Office of the Caldwell County Register of Deeds and see that it is properly indexed in the name of the Owner in the grantor index.

SECTION 10. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 11. That if any section, subsection, paragraph, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

SECTION 12. That the City Attorney is authorized to proceed with in rem foreclosure proceedings to collect taxes and liens owed for the property, if any.

SECTION 13. This Ordinance shall become effective upon its adoption.

ORDAINED by City Council for the City of Lenoir, North Carolina, this 18 day of August, 2026.

THE CITY OF LENOIR,
a North Carolina Municipal Corporation

ATTEST:

Lauren Hartley, City Clerk

Joseph L. Gibbons, Mayor

(Seal)

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

538925.1

Committee of the Whole
Meeting Minutes
Tuesday, August 25, 2026
8:30 AM

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

City Staff: In attendance was Finance Director Donna Bean, Public Services Public Works Director Jon Hogan, 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, Economic Development Main Street Director Brenda Floyd, Director of Special Projects and Grants David Coffey, and Community Engagement Coordinator Ashley Smith.

Absent Communication & Public Information Director Joshua Harris

Others present: Joel Whitford - Senior Project Manager, McGill Associates, PA and Michele Brabham - Senior Right of Way Agent, Colliers Engineering, Kyle Case - Community and Economic Development Manager, Western Piedmont Council of Governments.

I. Call to Order

Mayor Pro-Tem Ike Perkins welcomed everyone and called the meeting to order.

A. Mayor Gibbons presented a proclamation to Diana Hale, proclaiming August 26, 2026, as Women's Equality Day.

II. Citizen Comment

There were no citizen comments presented at this time.

III. Community Development

Economic & Main Street Director Brenda Floyd gave the following update:

A. The Lenoir Tourism Advisory Board met on Thursday, August 6.

- The board will continue the North Carolina Travel Industry Association (NCTIA) membership, which gives support from the State.
- The board voted to support the Carolina Tattoo and Art Gathering.

B. The Lenoir Business Advisory Board met on Thursday, August 13.

- The newly appointed (3) board members were in attendance.
- North Carolina Main Street provided Main to Main grant funding for Roseland Pictures for photo video shooting in Downtown Lenoir.
- The Paint It Forward Murals Project is still ongoing and should be

complete by the end of September.

C. Planning Director Hannah Williams gave the following report and update:

- The Planning Board did not meet in August, due to no cases. The next meeting will be held Monday, September 14, with a workshop.
- Dutch Bros is dedicating a portion of their property to the Crestline right-of-way to provide a right turn lane. This will come before Council for approval.
- Following a letter from the Caldwell Conservation District Board requesting certain exemptions from floodplain development permitting, Planning staff reviewed the request and clarified which activities are already exempt. Staff also provided the Board with an overview of the City's floodplain permitting requirements in response. The proposed amendments to the flood damage prevention ordinance, presented in July, will go before Council for consideration at the September 1 City Council meeting.

1. Economic Development Manager, Western Piedmont Council of Governments Kyle Case reported on the Community Development Block Grant Disaster Recovery (CDBG-DR) project updates. All funds are related to Hurricane Helene recovery efforts.

- Habitat for Humanity Housing Project:
  - This project will construct (5) new homes as well as a cul-de-sac with utility connectivity at the end of Robbins Ave, on what is currently city-owned property. The city will be transferring this property to Habitat for Humanity. The total project budget is expected to be $3.5 million.
- Rhodhiss WTP Generator Project:
  - The Generator Project will improve the resilience of the George L. Bernhardt (Lake Rhodhiss) Water Treatment Plant by installing a new primary backup generator at the facility. The treatment plant provides water to more than 25,000 customers throughout Caldwell County. The total project cost is $3.6 million, with the City requesting 100% CDBG-DR funding.
- Arrowood Bridge Replacement Project:
  - This project is to replace the Arrowood Street SW Bridge, a critical transportation link that provides primary access to Hibriten High School, William Lenoir Middle School, and surrounding neighborhoods. The bridge is rated in "Poor" condition following a 2026 engineering analysis. The total estimated project cost is $1,192,400. The City is requesting CDBG-DR funding to cover the full project cost.

2. Planning Director Hannah Williams presented the Vacant and Close Property Update

- 507 Finley Ave NW is a commercial building and has been through the code enforcement process. It is the intent to bring this for an ordinance to demolish sometime in September.
- 2052 Hickory Blvd SW has had court judgments on the property and was ordered for sale at the Sheriff's auction, but the bidder backed out. The Planning Department is consulting the attorney to see if there is another path for the owner to take care of this property. It has been through the code enforcement process.
- 1011 West Ave NW is the Center Theater and has been put under an order to vacate and close, staff is very dissatisfied with the gap in the closure and the marquee is unsafe. This property is ready to come before Council for a vacate and close ordinance, where the city could post it and make some safety improvements. That vacate closure ordinance would keep it closed for a two-year period, and would still allow the owner to correct other problems on the inside that were identified.

D. Parks & Recreation Director Phil Harper gave the following update:

- Phil Harper introduced new employees; Martin Luther King Jr. Center Manager Cathy Dula and Parks & Recreation Center Manager Ryan Clanton.
- The Harambee Festival went well with good attendance.
- The Aquatic & Fitness Center has ongoing water aerobics, floor aerobics, and swim.
- The summer youth baseball camp had great attendance.
- Upcoming events: flag football, youth basketball, cheer program, adult softball, and the 40th Annual Sculpture Celebration.

IV. Public Safety

A. Police Chief gave the following update:

1.

- Chief Wilson gave highlights of the Second Quarter Report April-June 2026, which is included in the agenda packet.
- The Communication Merger will go live on September 1. Caldwell County is utilizing the city's building until the new facility is complete.

B. Fire Chief Norman Staines gave the following update:

1.

- Chief Staines gave highlights of the Second Quarter Report April-June 2026, which is included in the agenda packet.

V. Finance & Administration

A. Financial Summary:The General Fund was within budget and progressing as expected. A copy of the financial summary is attached to these minutes as information.

1. Job Description (Police Safety Systems Technician)
Finance Director Donna Bean said the Police Safety Systems Technician position is a reorganization of the current Communications Director. This is a position the Police Department has needed for some time and this new reorganization will allow the city to have an individual that will excel in the position. This position is needed due to the transfer of Communications to Caldwell County and a reorganization of logistics duties.

This position change was allocated in the 2026-2027 budget.

Upon a motion by Councilmember Stevens, City Council voted 7 to 0 to approve the Police Safety System Technician job description, as presented.

B. Interim Director of Special Projects and Grants David Coffey gave the following update:

1. Approval; Additional Service Agreement with Maurer Architecture for services related to the Campus Improvements Project. Staff is requesting consideration for two agreements with Maurer Architectures for additional services for the Campus Improvements project. The project includes three (3) distinct components: renovation of the Historic Old Lenoir High School Auditorium, Gymnasium, and new construction of the OVT Farmers' Market Pavilion at the former LEOS site on West Avenue. The cost of that contract was $325,000. Due to changes identified during construction, it has been necessary to add additional services to the scope of work. The total amount of the two agreements is $22,300, as submitted.

Upon a motion by Councilmember Beal, City Council voted 7 to 0 to approve the Additional Service Agreement with Maurer Architecture for services related to the Campus Improvements Project, as presented.

2. Approval; Demolition of Ticket Booth at the Campus Project. The City of Lenoir's Campus Project is underway and involves renovations to the gymnasium and auditorium buildings. Due to the degradation of the brick structure of the ticket booth on the north side (back) of the gymnasium, it has been concluded by the design team, engineers, general contractor, and city staff that the ticket booth needs to be demolished. Staff recommends City Council approve the demolition of the ticket booth, as submitted.

Upon a motion by Councilmember Thomas, City Council voted 7 to 0 to approve the Demolition of Ticket Booth at the Campus Project, as presented.

3. Approval; Prime Contract Change Orders for Phase 1 of the Campus Improvement Project. Due to various circumstances encountered during construction, it has been necessary to address additional items and unforeseen conditions. Prime Contract Change Orders (PCCOs) #001, #002, #005, #007, and #009 were converted to allowances because the associated items were completed under budget or funds were reallocated, eliminating the need for formal change orders. The five change orders total $61,192.54 and will increase the original

contract amount from $5,186,646.00 to $5,247,838.54, as submitted.

Upon a motion by Councilmember Rogers, City Council voted 7 to 0 to approve the Prime Contract Change Orders for Phase 1 of the Campus Improvement Project, as presented.

VI. Public Services

A. Public Services Public Works Director Jon Hogan gave the following update:

- Lenoir Fire Department Infrastructure: Design/Build Request for Qualifications (RFQ): GeoSpecialties was selected and awarded the project. We are currently working on insurance and bonds in order to sign an agreement and issue Notice to Proceed (NTP). GeoSpecialties plans to begin work the first week in October and complete it within 90 days.
- Hospital Avenue Sidewalk Project: We have received the stamped drainage re-design as well as DOT approval. Piedmont Natural Gas is reviewing an order to schedule their relocation in the Taubrook area.
- Phase II Gateway Project: Sign installation was delayed until October due to material delivery. We are working with NCDOT to update the encroachment to direct bury installation as NCDOT does not require a breakaway system if the sign is out of the Crash Recovery Zone. These signs are all located within NCDOT Right of Way but outside the Crash Recovery Zone. This could possibly delay the installation until early November.
- Veterans Plaza Project: Monuments have been installed as well as pole hardware and new pavers. The obelisk was sandblasted and cleaned and Eternal Flame repaired. We are still waiting for the delivery of planters and the additional monument and plaque to add future names and acknowledge some grammatical mistakes on the current monuments.
- Clock Tower: Bids are due Friday, August 28, for the foundation and sidewalk installation. Once that is awarded, we will begin demo (removal of two trees and current sidewalk).
- Triangle Park: We hope to begin demolition within the next three weeks.
- Greenway Links: M&C has 100% construction plans for the Harper/West Ave. realignment and Greenway connector. We will submit the draft. Once approved, we will advertise for Letter of Interest.
- NC-18 Crossing: NCDOT has approved the city to revisit and re-evaluate the Hawk Signal option.

City Manager Scott Hildebran said the Council voted to acquire 2 lots from College Avenue Baptist Church for The Campus. The church has decided to sell the lots to a church member instead.

B. Public Services Public Utilities Director Jeff Church gave the following update:

- The City of Lenoir is still in a stage 2 drought.

1. Resolution; Staff recommends adopting the Resolution to support the Catawba-Wateree River Basin Integrated Water Resources Plan as developed by the Catawba-Wateree Water Management Group, as submitted.

   Jeff Church said the City of Lenoir is a member of the Catawba-Wateree, which is a management group that consists of 21 intakes along the eleven reservoir system of the Catawba River. They are also part of the group that is to develop a integrated water resources plan, which has to be updated every 5 years. Jeff Church said in the packet is the executive summary for information. The group is asking for a resolution of support.

   Upon a motion by Councilmember Stevens, City Council voted 7 to 0 to approve the Resolution to support the Catawba-Wateree River Basin Integrated Water Resources Plan, as presented.

2. Lenoir-Valdese Interconnect and Finley Ave. Area Water Improvements Update:

   Joel Whitford - Senior Project Manager, McGill Associates said the main purpose of the project is to provide resiliency and redundancy for your water system.The City of Lenoir supplies water to citizens of Lenoir and the majority of Caldwell County, so there is a need for an emergency backup connection. You want to have a backup connection in case something happens, that's the purpose of this project. This is not state mandated, but good planning for the City of Lenoir. Whitford presented a map showing the water system and the water tank and explained the process and timeline.

VII. Other

A. The calendar for the month of September was provided in the packet as information.

B. Closed Session: City Council will enter into closed session pursuant to N.C.G.S.§§ 143-318.11(a)(3) and (a)(5) to consult with the city attorney in order to preserve the attorney-client privilege and to instruct the city's staff or negotiating agents concerning the position to be taken by or on behalf of the city in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

Upon a motion by Councilmember Stevens, City Council voted 7-0 to go into closed session.

OPEN SESSION:
Upon a motion by Councilmember Prestwood, City Council voted 7-0 to re-enter into regular session.

VIII. Adjournment

There being no further business, the meeting was adjourned at 10:44 a.m.

CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

WHEREAS the struggle to ratify an amendment guaranteeing all American women the right to vote was first introduced to Congress in 1878, and

WHEREAS, a multitude of strategies for achieving this legislation action were used by various suffrage organizations, it was not until 1916 that all major suffrage organizations were united behind the goal of a constitutional amendment, and

WHEREAS, following New York adoption of women suffrage in 1917 and President Woodrow Wilson's reversal the next year and confirming support of the amendment did the goal of ratification materialize, and

WHEREAS, the House of Representatives passed the 19th amendment on May 21, 1919, and the senate following suit two weeks late, and

WHEREAS, Tennessee, on August 18, 1920, became the 36th state, thus passing the final hurdle of obtaining the three-fourths of our states, in favor of enabling all American women the right to vote, and

WHEREAS, Secretary of State Bainbridge Colby certified the said ratification of the 19th Amendment 26 August 1920, and

WHEREAS, this road to secure passage of this amendment was long and challenging, the faith, fortitude, and resolute determination of the countless women and suffragist organizations led to victory and certification that all women can now vote legally.

WHEREAS, we reflect upon and commemorate this historic event and celebrate the many accomplishments of American women in economic, political and social arenas. Let us continue going forward in recognizing women's strengths and accomplishments. Likewise, let us prioritize the safety and well-being of women and girls through our commitment to combat rape, sex trafficking and empower survivors with programs to combat or override the abuse and emotional trauma they have experienced, and

WHEREAS, by demonstrating this, we commit ourselves to ensuring that our Constitution is faithfully upheld and ensure all Americans, regardless of gender, faith, political or economic status are able to pursue their dreams and fulfill their God-given potential, and

WHEREAS, both George H. W. Bush in 1991 and Geo0rge W. Bush in 2005 declared this 26th day in August as "*Women's Equality Day,"*

NOW, THEREFORE, let us proclaim August 26, 2026, as Women's Equality Day and call upon the people of Lenoir, in the county of Caldwell, North Carolina to observe this day with programs, ceremonies, and encourage all, that have not yet registered to vote, to exercise their amendment rights granted 106 years ago to vote.

SEAL

Joseph L. Gibbons, Mayor



Chief Andy Wilson

Second Quarter Report

April – June, 2026

DEPARTMENTAL TRAINING

Investigations Training Hours	166
Forensic Analysis of Shooting Incidents	40
General Criminal Investigator Training	40
Narco Ranger	2
NC Narcotics Association Conference	84

School Resource Training Hours	1
Gang Awareness in Schools (2026)	1

Special Response Team Training Hours	159
SRT Non-Specified	159

State Mandated Training Hours	962
Bloodborne Pathogens / Hazmat	256
Committed to Integrity (2026)	14
Critical Decision Making Model (2026)	14
Firearms Supplemental	384
Law Enforcement Telecommunicator (2026)	2
Mass Shootings Planning and Response	184
SCAT Training Refresher	92
Youth Focused Strategies and Response (2026)	16

Supplemental Training Hours	652
Advanced Assisting Individuals In Crisis	13
Advanced Group Crisis Intervention	14
Child Passenger Safety Seat Certification	132
CJIS - Security and Privacy Training	1
CPR Certification	8
Crisis Intervention Training	200
Flock Safety Administrator Training & Sharing Certificate	2
Huntress Online Cybersecurity	4
LIDAR Operator Certification	12
National TIM Responder Training	8
NCLM Driver Training	16
New Hire Orientation	236
Opportunities to Help During Crisis	1
Security Awareness Training	5

Supervisory Training Hours	40
First Line Supervision	40

TOTAL TRAINING HOURS	1980

DEPARTMENTAL ACTIVITIES

Achievements & Announcements

Certificate Programs (400+): Traffic Crash Reconstruction - Woodward
Degrees Awarded: Capt Barlowe, Lt Howard, Sgt MacLeod, Det Massey

Committees & Meetings

Child A/F Prevention, Crime Stoppers, CJ Advisory, FOP Board, Robins Nest, SCAT, Shelter Home, Supervisory, Veterans

Demos, Events & Tours

Building Tours: Valmead, Davenport
Caldwell Opportunities, Bo's Coffee & Heros Among Us, Touch a Truck events, firecracker run, GHSP
Career Fairs: WCHS, SCHS, Caldwell is Hiring
Child Safety Health Fair at DHHS, Neon Nights, Safe Kids
DwnTwn: Bike Fest, Bootlegger 100, Concerts, Dog Days, Juneteenth, Memorial Day, Nat'l Day of Prayer
Graduation Ceremonies (BLET & HHS); Project Graduation at Bo's

Orientation & Training

CJ Standards Workshop - Major & Chief
Essential Personnel program implemented - setup finalized & training for staff
FBI-NAA Training Conferences: Capt. Herman
Internships (Jan - May): Michael Lowman (Lenoir Rhyne; 405 hours) & Nakoma Young (HHS; 112 hours)
New Hire Orientation/Field Trg/Oaths: Cooke, Henson, Hamby, Boyles, Martinez, Summers

Programs & Other Mentions

Automated Phone System Implemented
C.A.D.E.T. Camp (5 day program for 25 students)
E911 Center - night shift coverage taken over by county
NCLM Risk Review Audit (passed & recognized)
Proclamations: Nat'l Telecommunicators Week, Motorcycle Safety Month & Peace Officers Memorial Week
Reserve Guard Duty: Inman & Martinez



A visit with Caldwell Opportunies

CRIMES AGAINST PERSONS

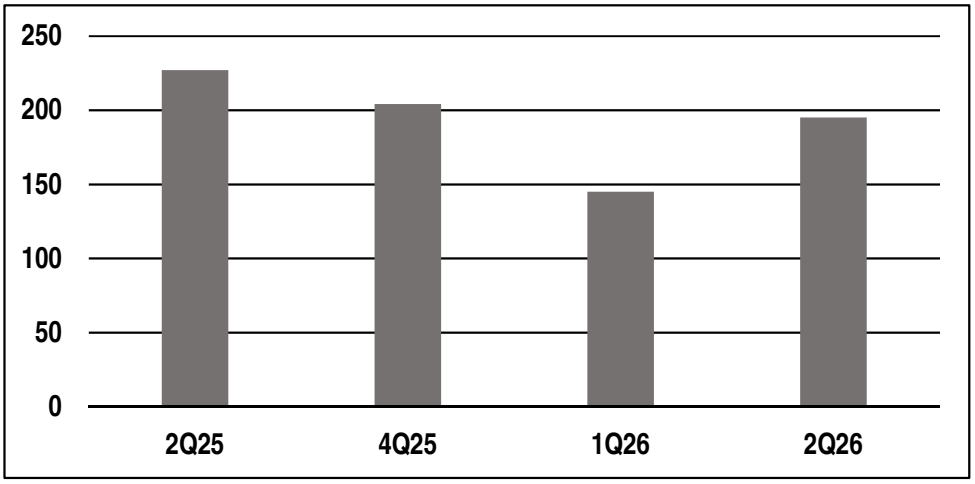
NIBRS	Charge Description	2Q25	4Q25	1Q26	2Q26
13A	Aggravated Assault	15	7	10	12
11D	Forcible Fondling	5	4	12	3
11A	Forcible Rape	6	2	3	4
11B	Forcible Sodomy	3	2	0	2
64A	Human Trafficking (Commercial Sex Acts)	0	0	0	0
64B	Human Trafficking (Involuntary Servitude)	0	0	0	0
36A	Incest	0	0	0	1
13C	Intimidation	5	12	17	12
09C	Justifiable Homicide	0	0	0	0
100	Kidnapping / Abduction	0	0	1	2
09A	Murder / Non-Negligent Manslaughter	1	0	0	0
09B	Negligent Manslaughter	0	0	1	0
11C	Sexual Assault with Object	0	0	0	0
13B	Simple Assault	83	94	94	98
36B	Statutory Rape	2	1	0	0
	TOTALS	**120**	**122**	**138**	**134**

CRIMES AGAINST SOCIETY

NIBRS	Charge Description	2Q25	4Q25	1Q26	2Q26
720	Animal Cruelty	0	0	1	0
40B	Assisting / Promoting Prostitution	0	1	0	0
35A	Drug / Narcotic Violations	56	60	85	52
35B	Drug Equipment Violations	21	29	33	28
39A	Gambling (Betting / Wagering)	0	0	0	0
39C	Gambling (Equipment Violations)	0	0	0	0
39B	Gambling (Operating / Promotion)	0	0	0	0
39D	Gambling (Sports Tampering)	0	0	0	0
370	Pornography / Obscene Materials	0	1	2	1
40A	Prostitution	0	0	0	0
40C	Purchasing Prostitution	0	0	0	0
520	Weapons Law Violations	11	5	11	11
	TOTALS	**88**	**96**	**132**	**92**

CRIMES AGAINST PROPERTY

NIBRS	Charge Description	2Q25	4Q25	1Q26	2Q26
200	Arson	0	1	1	1
510	Bribery	0	0	0	0
220	Burglary / Breaking & Entering	44	25	20	27
250	Counterfeiting / Forgery	1	2	1	0
290	Destruction/ Damage/ Vandalism of	42	38	22	30
270	Embezzlement	0	3	0	0
210	Extortion / Blackmail	1	2	0	0
26G	Hacking / Computer Invasion	0	0	0	1
26F	Identity Theft	1	0	4	8
23H	Larceny (All Other)	57	47	36	40
23D	Larceny (From Building)	6	15	7	19
23E	Larceny (From Coin-Operated Machines / Devices)	1	0	0	0
23F	Larceny (From Motor Vehicles)	14	13	10	9
23G	Larceny (Motor Vehicle Parts and Accessories)	5	10	5	3
23A	Larceny (Pick-Pocket)	0	0	1	0
23B	Larceny (Purse Snatching)	0	0	0	0
23C	Larceny (Shoplifting)	14	15	6	25
240	Motor Vehicle Theft	10	7	5	3
26B	Fraud (Credit / Debit Card / ATM)	5	7	9	12
26A	Fraud (False Petense / Swindle / Confidence Game)	19	12	11	8
26C	Fraud (Impersonation)	2	4	1	1
26D	Fraud (Welfare)	0	0	0	0
120	Robbery	2	2	1	3
280	Stolen Property	3	1	5	5
26E	Wire Fraud	0	0	0	0
	TOTALS	**227**	**204**	**145**	**195**



GROUP B OFFENSES

NIBRS	Charge Description	2Q25	4Q25	1Q26	2Q26
90A	Bad Checks	0	0	0	0
90B	Curfew / Loitering / Vagrancy	0	0	0	0
90C	Disorderly Conduct	2	5	2	2
90D	Driving under Influence	18	10	10	8
90E	Drunkenness	4	4	1	5
90F	Family Non Violent Offenses	38	44	47	38
90G	Liquor Law Violations	1	0	1	0
90H	Peeping Tom	0	1	0	1
90I	Runaways	3	1	3	4
90J	Trespass of Real Property	3	0	3	11
90Z	All Other Offenses (Person / Property / Society)	1	5	8	7
	TOTALS	**70**	**70**	**75**	**76**

Group B offenses are non-reportable and consist of Crimes Against Society, except bad checks, runaway juvenile, and all other offenses. Runaway juvenile is not classified as a crime by the FBI, but we feel documentation is warranted.

CALLS FOR SERVICE

Description	2Q25	4Q25	1Q26	2Q26
Alarms	354	295	367	265
Animal Complaints	75	52	58	55
Civil Disturbances	206	177	176	183
Domestic Disturbances	273	203	233	220
Field Contacts	43	604	464	471
Follow-Ups	221	246	192	259
Foot Patrols	29	31	14	9
Incomplete 911s	657	461	461	554
Loud Noise Complaints	59	54	52	77
Special/House Checks	2066	4636	2620	2506
Stranded Motorists	116	113	125	128
Suspicious Persons	635	803	626	691
Suspicious Vehicles	232	315	256	205
Warrant Service	152	165	229	241
TOTALS	**5118**	**8155**	**5873**	**5864**

CANINE ACTIVITIES

Description	2Q25	4Q25	1Q26	2Q26
Building Searches	17	6	7	5
Building Search Apprehensions	4	0	0	0
Call Outs	0	0	0	0
Demonstrations	2	4	4	6
Currency Seized	$0	$1,398	$75	$0
Assist Narcotics Searches	7	2	4	22
Assist Narcotics Seizures	9	1	3	18
Narcotic Utilizations	70	47	37	22
Street Value of Seized Narcotics	$10,759	$34,789	$17,444	$26,845
Tracks	3	0	2	1
Tracks Apprehensions	2	0	2	0
Training Hours	124	12	123	102
Utilizations	96	63	62	38

CHARGES / ARRESTS

Description		2Q25	4Q25	1Q26	2Q26
Felony Charges					
	Adult	107	138	148	152
	Juvenile	2	0	2	3
Misdemeanor Charges					
	Adult	448	450	462	537
	Juvenile	18	12	16	20
	TOTALS	**575**	**600**	**628**	**712**

Figures to the right are arrests stemming from charges above. Involuntary Commitments are included in misdemeanor arrest totals.

Felony Arrests	77	102	112	99
Misdemeanor Arrests	369	348	375	448
Involuntary Commitments	68	58	70	90

TRAFFIC

Description		2Q25	4Q25	1Q26	2Q26
	Crashes with Injuries	56	50	44	56
	Crashes with Property Dmg	222	233	228	205
	TOTALS	**278**	**283**	**272**	**261**
Figures to the right are included in the totals above.	Fatalities	0	2	1	1
	Hit & Runs	50	67	43	36
	Parking Lots	82	61	63	61

In 2nd quarter 2026, there was 1 pedestrian/cyclist injured.

Tickets	2Q25	4Q25	1Q26	2Q26
Handicap Tickets Issued	0	0	0	0
Parking Tickets Issued	8	3	2	0
Parking Tickets Paid	16	2	8	0
Traffic Citations Issued	599	623	662	401
Warning Tickets Issed	292	299	325	217

Top Five Crash Contributors	2Q26	Top Five Crash Locations	2Q26
Failure to Reduce Speed	33	Blowing Rock Blvd / Seehorn St	5
Improper Backing	33	Blowing Rock Blvd / Pennton Ave	5
Inattention	32	Blowing Rock Blvd / Hospital Ave	4
Failure to Yield Right of Way	29	Blowing Rock Blvd / Commercial Ct	2
Improper Lane Change	15	Hickory Blvd / Elizabeth St	2

ADMINISTRATIVE

Description	2Q26
ABC Permits	**0**

In 2nd quarter 2026, there were no ABC permits submitted for department approval.

CRIME STOPPERS

Description	2Q25	4Q25	1Q26	2Q26
Calls Received	22	54	8	20
Illegal Narcotics Recovered	$0	$0	$0	$0
Rewards Paid	$300	$400	$0	$200
Stolen Property Recovered	$0	$0	$0	$0
Total Arrests	1	0	7	0

COMMUNICATIONS

Description	2Q25	4Q25	1Q26	2Q26
CAD Requests DSS	43	0	0	0
Criminal History Requests	67	75	158	88
Entered CAD Calls	9230	11486	9137	9205
Interpreter Requests (all Spanish)	14	2	0	0
Number of Monthly Validations	114	284	162	115
Utilty Calls	51	45	129	75

RECORDS

Description	2Q25	4Q25	1Q26	2Q26
CAD Reports	$90	$90	$80	$70
Fingerprints	$15	$20	$15	$0
Parking Ticket Payments	$140	$25	$150	$0
Reports	$20	$20	$20	$5
TOTALS	**$265**	**$155**	**$265**	**$75**

PROPERTY & EVIDENCE

Description	2Q25	4Q25	1Q26	2Q26
Evidence Disposed	0	644	879	285
Evidence Received	542	451	821	549

The total inventory in evidence at the end of 2nd quarter 2026 was 26,827

GENERAL INVESTIGATIONS

Description	2Q25	4Q25	1Q26	2Q26
Interviews / Forensic Interviews	174 / 5	190 / 10	98 / 6	88 / 10
Recovered Stolen Property	$24,546	$53,519	$25,154	$24,095
Recovered Stolen Vehicles (number of)	10	5	5	4
Recovered Stolen Vehicles (value of)	$33,944	$24,000	$59,744	$5,000
Narcan Use	19	9	2	11
Overdoses	31	18	5	26
Opioid Induced Overdoses	*16*	*11*	*3*	*13*
Suicides	4	0	4	0
Unattended Deaths	7	16	11	12

Narcan is used to reverse fatal drug overdoses. In 2nd quarter 2026, its administration likely saved 5 lives.

CASE STATUSES

Description	2Q25	4Q25	1Q26	2Q26
Open	94	106	205	131
Inactive	215	180	131	145
CBA (Cleared by Arrest)	236	239	242	269
Exceptionally Cleared	5	1	0	0
Unfounded	37	36	48	43
TOTALS	**587**	**562**	**626**	**588**

NUISANCE

Description	2Q25	4Q25	1Q26	2Q26
Offenses				
Abandoned / Junk Vehicle	4	0	1	14
Graffiti	1	1	2	3
Health and Safety	8	6	3	1
Junk and Debris	18	18	47	32
Miscellaneous	4	1	2	0
Tall Grass or Vegetation	29	6	2	20
TOTALS	**64**	**32**	**57**	**70**
Case Statuses				
City Abated	6	13	3	7
Owner Abated	42	43	33	22

NARCOTICS ACTIVITIES

Description	2Q25	4Q25	1Q26	2Q26
Arrests	3	3	9	14
Charges	7	9	22	22
Cases Opened or Initiated Within City Limits	10	11	16	27
Cases Opened or Initiated While Assisting Other Agencies	11	17	19	18
Cash and Property Seized	$33,623	$1,666	$2,978	$4,062
Cash and Property Seized While Assisting Other Agencies	$600	$14,640	$1,400	$117,639
Illegal Narcotics Seized	$66,378	$118,343	$168,924	$128,104
Illegal Narcotics Seized While Assisting Other Agencies	$214,750	$1,292,454	$667,365	$1,883,100
Knock and Talks	1	6	5	1
Search Warrants	11	5	5	7

NARCOTICS CONFISCATED

Description		2Q26
Drug Name	**Quantity**	**Value**
Alprazolam	15 du	$165.00
Crack Cocaine	47.3 g	$9,460.00
Fentanyl	96.9 g	$58,140.00
Marijuana	4.8 g	$38.40
Marijuana Gummies	2,690.8 g	$21,526.40
Marijuana Wax	44.9 g	$359.20
Methamphetamine	257 g	$38,415.00
	TOTAL	**$128,104.00**





For the Alcoholic Beverage Commission Board's reporting requirements, listed below are alcoholic violations and drug charges from inside the city limits of Lenoir for the quarters below, as well as calls for service for this quarter:

ALCOHOLIC VIOLATIONS

Description	2Q25	4Q25	1Q26	2Q26
Aiding & Abetting Minor (Possess/Purchase of Alcohol)	1	0	0	0
Consuming at an Off Premise Establishment	0	1	0	0
Consuming (Underage)	1	0	2	0
Contributing to the Delinquency of a Minor	1	2	2	0
Driving While Subject to Impairing Substances	14	11	10	6
Driving While Impaired	3	0	0	0
Hold Until Sober	3	4	7	4
Impaired Driving Revocation	0	0	1	0
Intoxicated and Disruptive	5	5	2	6
Open Container in a Vehicle	1	0	0	0
TOTALS	**29**	**23**	**24**	**16**

DRUG CHARGES

Description	2Q25	4Q25	1Q26	2Q26
Felony Drug Charges	34	57	63	65
Misdemeanor Drug Charges	18	26	29	31
TOTALS	**52**	**83**	**92**	**96**

CALLS FOR SERVICE - ABC LOCATIONS

115 NE ABC Court	2Q26	1326 SW Connelly Springs Rd	2Q26
Accident Property Damage	1	Accident Property Damage	1
Civil Disturbance	1	Burglar Alarm	2
Escort Business	1	Escort Funeral	2
Special Check	1	Special Check	3
Traffic Stop	1	Suspicious Vehicle	1
TOTALS	**5**		**9**

What's New in Nuisance?

- The Investigation's Division receives complaints from various sources about nuisances in the city limits of Lenoir.

  Please see the map on the next page for a visible view of the code enforcement reports the detectives have documented this quarter.

  Please note duplicate visits have been limited to one incident per address for mapping purposes

- The following pictures are some before and after shots of properties in the city that detectives have been working on this quarter. Take a look!

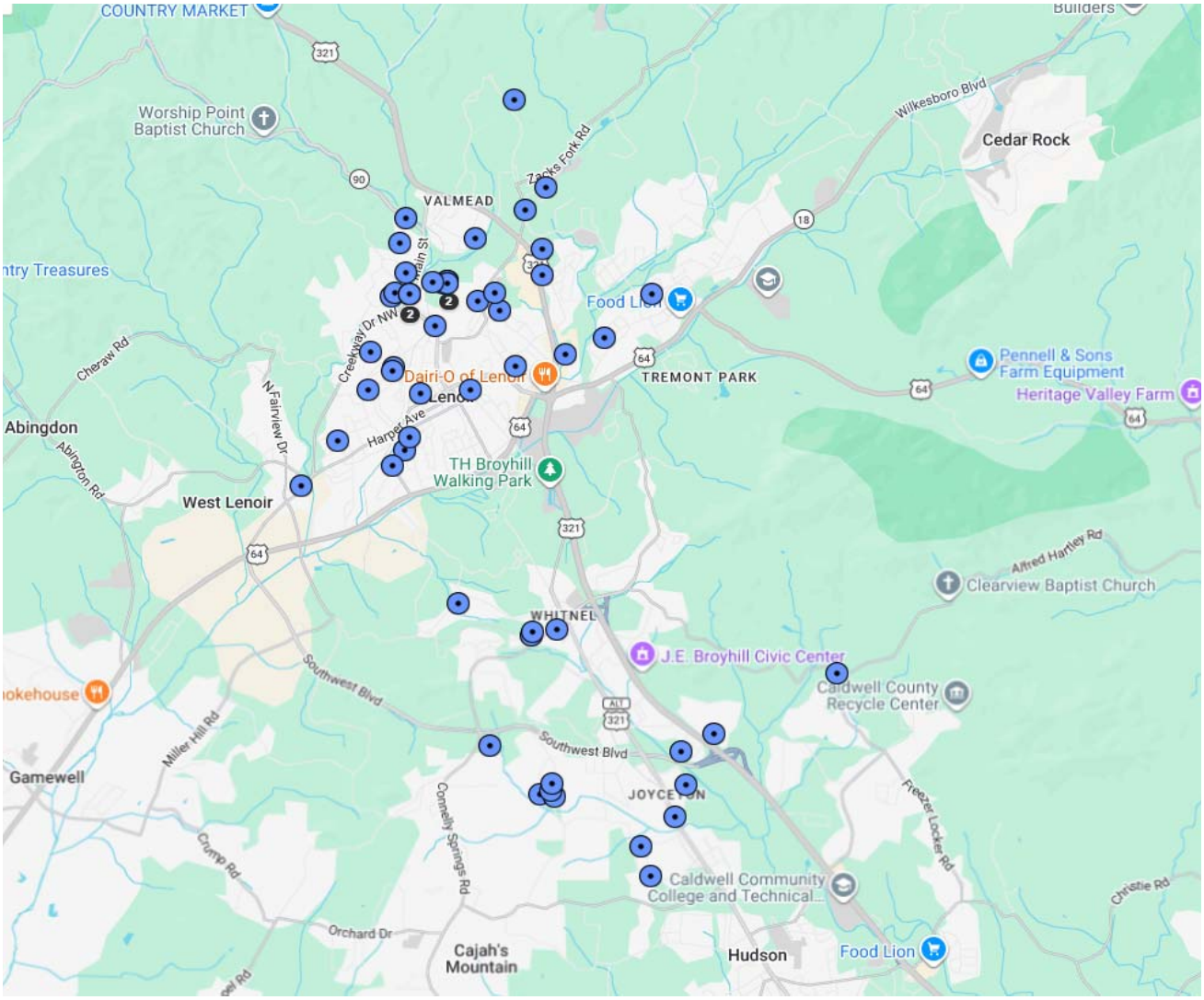
This city abated property is located at 424 Stonewall St



This owner abated property is located at 506 Wilkesboro Blvd



Follow us around town!



1208 NE WEAVER CT
1060 NW OLD NORTH RD
324 NW EASTVIEW PL
311 NW HARRINGTON ST
222 NUWAY CIR
308 BLOWING ROCK BLVD
1112 NW ADVENT CIR
954 BLOWING ROCK BLVD
1330 SW UNDERDOWN AV
1080 NW NORTH MAIN ST
813 NW CORPENING PL
516 NE PARK WAY
2116 WALT ARNEY RD
363 SW SHASTA LN
2501 SW NORWOOD ST
2208 WALT ARNEY RD
2303 SW WALT ARNEY RD

902 SW SOUTHSIDE CT
1007 NW WARREN PL
1004 NW WARREN PL
1012 NW WARREN PL
716 NE NUWAY CIR
417 NE TYWOOD ST
510 NW SHARON AV
710 NE RIDGECREST DR
510 NW HILL ST
1224 SW SPAINHOUR ST
1248 SW SPAINHOUR ST
1336 NW BOXWOOD PL
1004 NW WARREN PL
1507 SW BARCOSE ST
407 SW SWANSON DR
1801 NW VALWAY RD
232 SW DRUM CIR

519 NW NORTH MAIN ST
1902 HARPER AVE
128 SE TIMBERLANE PL
120 SW JOYCETON CHURCH RD
1505 SW ENGLEWOOD ST
211 NW SUNSET ST
2711 SE ELLERWOOD RD
1210 NW PIEDMONT DR
519 SW CONNELLY SPRINGS RD
511 SW OAK ST
115 NW POPE PL
1220 NW PIEDMONT DR
501 NW BROADWAY ST
701 NW CONLEY PL
1021 NW ASHE AV
575 HARPER AVE
525 NW WILLOW ST



Chief Norman Staines

Second Quarter Report

April - June 2026

OVERVIEW

Thank you for taking the time to look through the Lenoir Fire Department's quarterly report. This report is designed to give you an understanding of the day-to-day operations of our department and staff for the second quarter of 2026. The second quarter of the year has been busy for our department and staff.

MAJOR EVENTS:

April:

- Staff provided overview of fire department operations as part of Leadership Lenoir (6th).
- Staff completed a tour of Blue Ridge Energy Facilities (7th, 8th and 9th).
- Staff completed a fire truck demonstration at Forever Young Child Development Cener (April 15th)
- Lenoir Fire Department honor guard presented the American flag at the opening ceremony for baseball and softball (April 15th)
- Staff hosted station tours by three classes from Valmead Elementary School (17th)
- Staff provided medical coverage and Tower 1 for the City of Lenoir Bicycle Festival (18th)
- Staff hosted a station tour of 16 kids from Star Gazers Home School (20th)
- Engine 2 crew participated in the Caldwell County Health Department Health and Safety Fair (28th)

May:

- Two staff members attended the Homelessness and Migration Response Best Practices Training Program (11th)
- Department provided a cookout for staff and families in recognition of International Firefighters' Day (12th)
- Staff conducted fire extinguisher training for Caldwell Early Head Start (13th)
- Staff completed a fire truck demonstration / standby for Heroes, Cars & Coffee at Bo's (16th)
- Staff completed standby with an Engine Company at Caldwell County Fairgrounds for Faith Fair (16th)
- Staff completed a tour of Woodgrain Millworks Facilities (19th, 20th and 21st)
- Staff hosted a station tour for students from Davenport Elementary School (21st)
- Staff participated in the lunch provided by UNC Health Caldwell at the Health & Human Services Building as part of the UNC Health Caldwell Giveback Lunch (21st)
- Staff attended a public safety appreciation lunch provided by Koinonia (21st)
- Staff provided medical standby for the Neon Night Ride (29th)

June:

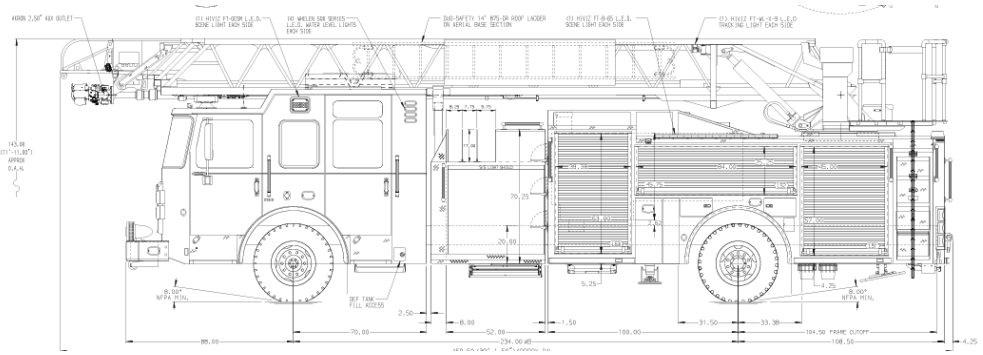
- Department hosted the quarterly Retiree Breakfast (5th)
- Staff provided medical standby for Hibriten High School Graduation (5th)
- Staff installed 36 smoke detectors as part of North Carolina Smoke Detector Saturday (6th)
- Staff participated in a Touch-a-Truck event at the Caldwell County Library (June 6th)
- Staff conducted a fire safety class at Koinonia for their residence (9th)
- Staff conducted ladder truck operations instruction with Ladder 1 at the Keith Owens Boot Camp at Gamewell Fire Department (June 12th and 15th)
- Staff provided instruction on fire safety at LFD Cadet Camp (16th)
- Staff provided medical standby for the Firecracker 5K / 10K at the Lenoir Rotary Soccer Complex (27th)
- Staff hosted birthday party that was part of silent auction for Communities in Schools (27th)
- Staff hosted a station tour for children from New Beginning (29th)

Pierce 107' Ascendant Aerial HD Ladder Fire Truck

On April 2, 2026, the purchase agreement was signed for a Pierce 107' Ascendant HD Ladder Truck. The total cost of the truck, via a government cooperative bidding contract, is $1,768,336.

In March 2026, Blue Ridge Energy (via a USDA Rural Economic Development Loan Program) was awarded funds to provide a loan in amount of $1,180,000 to the City at 0% interest for seven-year term for the truck. (Thanks to Blude Ridge Energy for their loan assistance.) The adopted FY 2025-26 City Budget included payment funding of $590,000.

Equipment purchases in anticipation of the new truck began in FY2025-26. In addition, the approved Fire Department CIP FY 2026-27 has $50,000 for equipment purchases which will be utilized to purchase remaining needed equipment.



RESPONSES / INCIDENTS / CALLS FOR SERVICE

INCIDENT COUNT

INCIDENT TYPE	2nd Quarter 2024 # INCIDENTS	2nd Quarter 2025 # INCIDENTS	2nd Quarter 2026 # INCIDENTS
MEDICAL	574	580	473
FIRE	266	264	314
TOTAL	840	844	787

PRE-INCIDENT VALUE – VS – DOLLAR LOSSES – VS PROPERTY SAVED

	PRE-INCIDENT VALUE	LOSSES	PROPERTY SAVED
2024 – 2nd QUARTER	$7,272,000	$129,490	$7,142,510
2025 – 2nd QUARTER	$24,397,400	$712,000	$23,685,400
2026 – 2nd QUARTER	$1,137,300	$253,500	$883,800

Turnout Compliance (NERIS)

Count of Incidents: **743**

Count of Turnout Time Less than 80 seconds: **684**

Average Unit Turnout Time: *0m:41s*

Count of Response Times less than 320 Second (Dispatched to Arrival): **613**

Average Unit Response Time: *5m:53s*

Count of Incident Where Travel Time less than 240 seconds: **509**

Average Unit Travel Time *5m:43s*

LIGHTS AND SIREN AVERAGE FOR ALL CALLS (MM:SS)
FIRST ARRIVING APPARATUS

2024 – 2nd QUARTER	2:57
2025 – 2nd QUARTER	3:05
2026 – 2nd QUARTER	5:53

Total Incidents January 1 to June 30

Year	# Incidents
2024	1,619
2025	1,660
2026	1,566

COUNT OF INCIDENTS BY APPARATUS

	2024 – 2nd QUARTER	2025 – 2nd QUARTER	2026 – 2nd QUARTER
Battalion	99	125	96
Car 1	11	19	20
Car 2	13	1	0
Car 3	23	40	34
Car 4	3	6	7
Engine 1	182	200	201
Engine 2	132	159	137
Engine 3	144	152	140
Ladder 1	149	174	159
Ladder 2	136	149	125
Personal	0	0	0
QRV – 1	243	216	189
QRV – 2	116	103	99
QRV – 3	73	99	80
Ranger 1 (UTV)	0	2	7
Ranger 2 (UTV)	N/A	N/A	3
Rescue 1	51	45	18
Rescue 10	10	9	0
Support 1 (UTV)	1	1	0
S-10 (Command Trailer)	0	0	0
ST1 – Headquarters	0	2	0
ST2 – Station 2	0	0	1
ST3 – Station 3	0	1	0
Tower 1	11	4	11
Truck 17	0	0	0
Truck 18	0	0	0
TOTAL FOR ALL APPARATUS	**1,397**	**1,507**	**1,327**



Firefighter Lyons demonstrates climbing ladder as part of Leadership Lenoir.

Count of Incidents per Station

	April 2026	May 2026	June 2026	Station Totals
Station 1	**111**	**150**	**162**	**423**
Station 2	**63**	**78**	**70**	**211**
Station 3	**54**	**52**	**47**	**153**
Monthly Total	**228**	**280**	**279**	**787**

Breakdown of Incident Types

	Incidents			
Primary Incident Type	**04/2026**	**05/2026**	**06/2026**	**Grand Total**
Abdominal pain / problems	2.0	2.0	6.0	10.0
Accidental alarm	1.0			1.0
Airmedical transport	2.0			2.0
Allergic reaction / stings	3.0		4.0	7.0
Altered mental status	2.0	4.0	3.0	9.0
Animal bites	1.0			1.0
Back pain (non-trauma)	1.0	1.0	4.0	6.0
Breathing problems	31.0	30.0	29.0	90.0
Burns / explosion		1.0	1.0	2.0
CO alarm	1.0	2.0	4.0	7.0
Cancelled	4.0	5.0	8.0	17.0
Cardiac arrest	5.0	6.0	4.0	15.0
Chest pain (non-trauma)	18.0	25.0	20.0	63.0
Choking	1.0		1.0	2.0
Citizen assist / service call	10.0	13.0	9.0	32.0
Confined cooking / appliance fire		1.0	1.0	2.0
Controlled burning (Authorized)	1.0	2.0		3.0
Convulsions / seizures	5.0	8.0	9.0	22.0
Damage assessment		5.0		5.0
Diabetic problems	1.0	5.0	3.0	9.0
Drowning / diving / scuba accident			1.0	1.0
Dumpster / other outdoor container fire	1.0		1.0	2.0
Electrical hazard / short circuit		3.0	1.0	4.0
Electrical power line down / arching / malfunction	1.0	11.0	3.0	15.0
Elevator / escalator rescue		1.0		1.0
Explosion			1.0	1.0
Extrication / entrapped rescue		2.0		2.0
Fall	8.0	13.0	12.0	33.0
Fire / smoke alarm	18.0	20.0	30.0	68.0

Fuel spill / fuel odor	1.0		1.0	2.0
Gas leak / gas odor	1.0	1.0	1.0	3.0
Hazardous material release (Chemical from fixed facility)			1.0	1.0
Hazardous material release (Chemical from transportation)	1.0	1.0		2.0
Headache	2.0	2.0	1.0	5.0
Heart problems	4.0		4.0	8.0
Hemorrhage / laceration	3.0	2.0	5.0	10.0
Industrial accident / inaccessible incident / other entrapment (non-vehicle)	1.0			1.0
Investigate hazardous release (Nothing found)	1.0			1.0
Law enforcement support	1.0		1.0	2.0
Lift assist	4.0	4.0	6.0	14.0
Malfunctioning alarm		1.0		1.0
Motor vehicle collision	16.0	24.0	18.0	58.0
Motor vehicle collision extrication / entrapment	1.0	4.0	1.0	6.0
Move-up	5.0	2.0	4.0	11.0
Nausea / Vomiting	2.0	2.0	2.0	6.0
No incident found upon arrival / location error	5.0	5.0	3.0	13.0
Odor investigation			1.0	1.0
Other Alarm			3.0	3.0
Other false call			1.0	1.0
Other outside fire	9.0	8.0	1.0	18.0
Other traumatic injury	1.0	1.0	1.0	3.0
Overdose	6.0	8.0	12.0	26.0
Person in distress	1.0			1.0
Sick case	15.0	17.0	25.0	57.0
Smoke from non-hostile source (Smoke scare)	2.0	3.0		5.0
Smoke investigation	1.0	1.0		2.0
Standby (public service)		1.0		1.0
Standby request (medical)		1.0	2.0	3.0
Stroke / CVA	5.0	2.0	4.0	11.0
Structural involvement	1.0	3.0	2.0	6.0
Trash / rubbish fire	2.0	6.0	3.0	11.0
Unconscious victim	9.0	10.0	10.0	29.0
Unknown problem (medical)	3.0	1.0	2.0	6.0
Utility infrastructure fire	1.0			1.0
Vegetation / grass fire	4.0	4.0	1.0	9.0
Vehicle fire - commercial		3.0		3.0
Vehicle fire - passenger	1.0		2.0	3.0
Weather response	1.0	2.0	6.0	9.0
Well person check	1.0	1.0		2.0
Grand Total	**228.0**	**280.0**	**279.0**	**787.0**

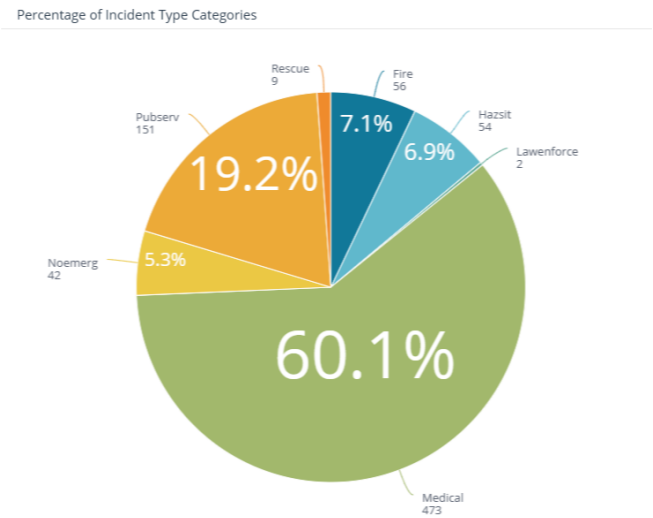
Mutual Aid Given

Department	# Incidents
Gamewell FD	3
Hudson FD	1
Total	4

Mutual Aid Received

Department	# Incidents
Hudson FD	1
NC Forest Service	2
Valmead FD	1
Total	4

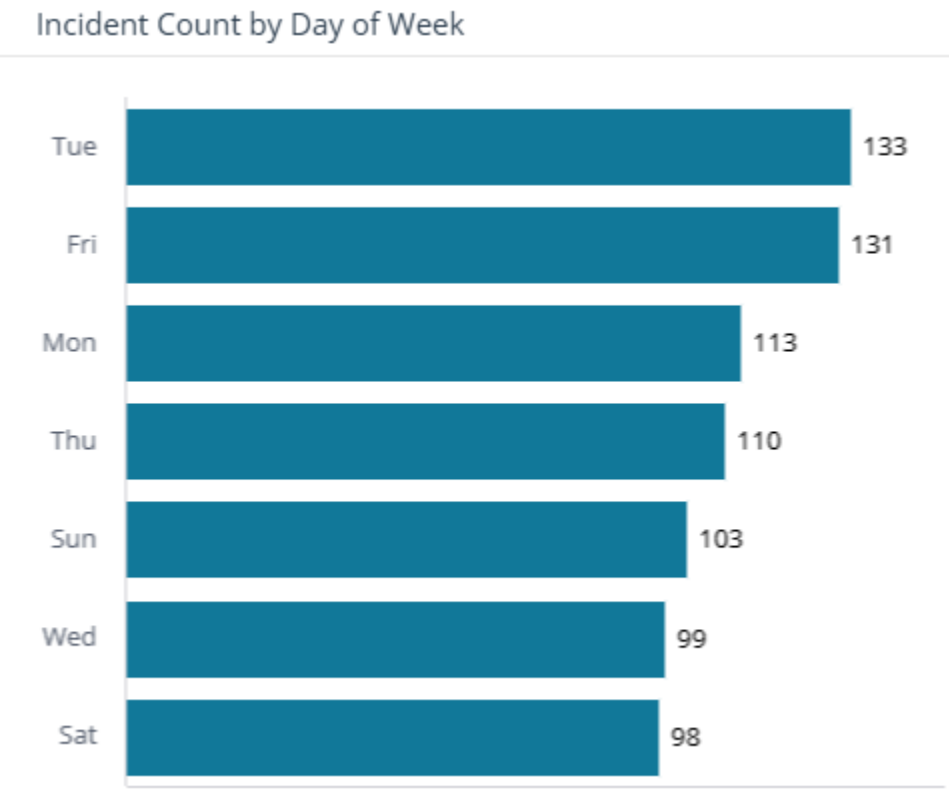
Percentage of Incident Type Group



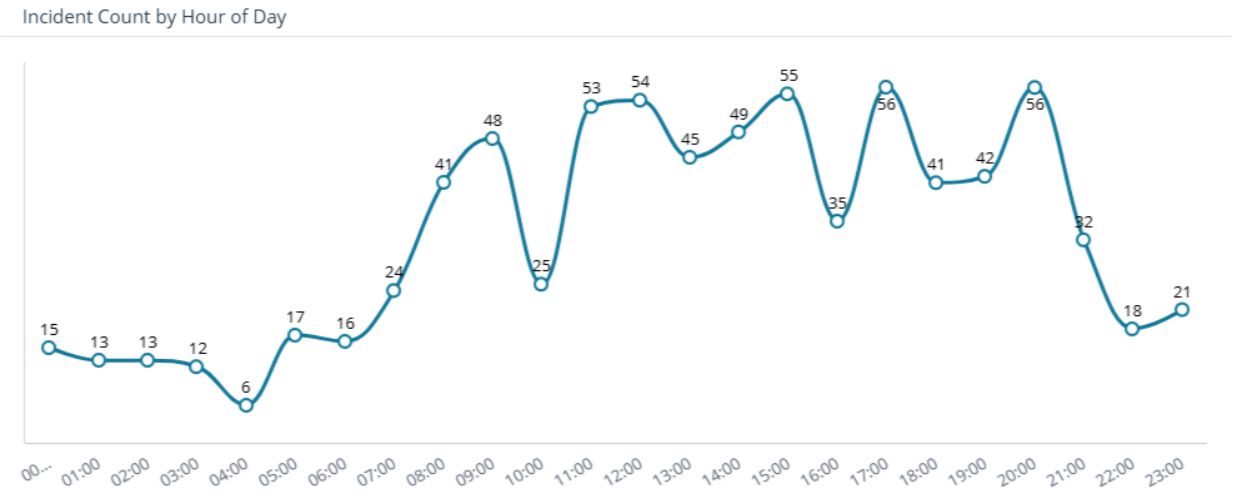
Incidents with False Alarms: **3**

Percentage of Incidents with False Alarms: **0.38%**

Incident County by Day of Week



Incident County by Hour of Day



Addresses with Multiple Incidents
Listed by Highest Response in 2nd Quarter 2026

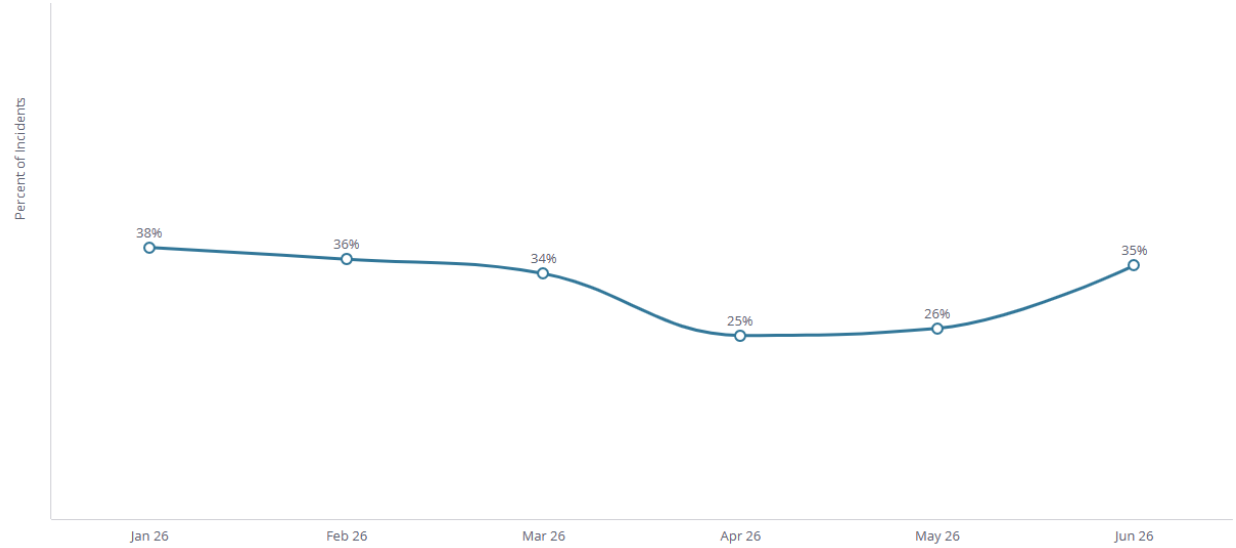
Address	Facility Name	2nd Quarter 2026	Year to Date 2026
318 NW North Main Street	Koinonia Apartments	17	27
2303 SW Walt Arney Road	Walt Arney Estate	16	26
102 SW Willow Street	LHS Apartments	12	24
321 SW Mulberry Street	UNC Health Caldwell	10	19
2495 Dimmette Road	Green Mountain Park	9	10
431 NW Vance Street	Lenoir Housing Authority	9	12
100 NW Abington Road	Arbor Glen Apartments	8	26
1902 Hickory Boulevard	Cross Creek Apartments	7	21
515 NW Scroggs Street	The Shelter Home of CC	6	12
716 NE Nuway Circle	Nuway Circle Mobile Homes	6	11

Percent of Total Incidents That Were Responses to Address with Multiple Incidents: 45.9%

Count of Incidents to Addresses with Multiple Incidents: 361

Count of Addresses with Multiple Incidents: 114

Percent of Incidents That Were to Addresses with Multiple Incidents by Month



TRAINING REPORT

In the second quarter, our department participated in **6,353.5** hours of training. This accounts for both on and off duty training.

Student Hours by Month

	2025	2026
April	1,678.5	1,928.0
May	1,409.5	2,320.0
June	1,295.5	2,105.5
Total	**4,383.5**	**6,353.5**

April: During the month, staff completed EMT in service training on Communications and Documentations. Staff trained on hose line advancements. Staff trained in self-rescue techniques to include window bailouts and MAYDAY situations. In addition, staff started on annual hose testing, hydrant testing and hydrant inspections prior to stopping due to water restrictions.

May: Staff completed patient lifting and moving for the EMT training in May. Staff completed training on aerial operations and powerline safety.

Staff participated in off duty facilities training at CVCC. During this training, staff reviewed and trained on sprinkler and standby operations in commercial structures.

June: Staff completed Behavioral Emergency training for their month EMT in service. They participated in PPE training, along with a review on how to conduct daily, weekly and monthly apparatus and equipment checks. Staff practiced on forcing both inward and outward swinging doors.

During June, five (5) staff members successfully completed their TR Ropes Rescue Technician certification hosted at Station 2. This is 132 hours of instruction that was completed over three months. In addition, two (2) staff members completed their Fire Officer II certification at Catawba Valley Community College. This is 32 hours of instruction that was completed.



Students from Valmead Elementary School touring Station 1.

FIRE PREVENTION ACTIVITIES

In the second quarter of 2026 the department delivered thirteen (13) fire prevention presentations / public education programs. We were able to perform these programs for businesses, schools, and religious groups and had an estimate of 98 participants.

0-4 years (preschool)	85
5-10 years (elementary)	266
11-13 years (middle school)	118
14-18 years (high school)	38
Adults (19-61)	380
Seniors (62+)	99
Total Participants	986

Fifty-eight (58) smoke detectors were installed in the second quarter of 2026. This included thirty-six (36) detectors installed as part of the North Carolina Smoke Detector Saturday Canvas on June 6th. Detectors can be requested, if available, and installed for free to our citizens by calling one of our stations and scheduling installation.



Staff at Koinonia providing instruction on fire safety topics.

FIRE MARSHAL's REPORT

Fire Marshal – This quarter 114 fire code inspections were completed within the Lenoir City Limits.

- The Fire Marshal investigated three (3) complaints on businesses this quarter. The complaints were located at Lenoir Healthcare, Mi Carreta Mexican Grill and Peddler's Corner Variety Shop. Staff works with any business owner to resolve if issues are found.
- The Fire Marshal worked on plans with LHS Auditorium, LHS Gym, Google #3-B, Google Cafeteria / Data Center Office Hub, Palisades of Lenoir, TNT Fireworks, Pace Adult Daycare and Kintega Outpatient Clinic.
- Fire Department used approximately 43,015 gallons of water on fires and during training.
- Burning Issues:
    - 31 illegal burns
    - 3 legal burns
- Permits – 0 Burn Permits, 2 Fire Protection Change, 3 Fire Protection Impairment, 0 Special Amusement, 1 Special Even, O Hot Works, 0 Tank Removal, 0 Operational Permits, 0 Tents, 0 Fumigation, 1 Fireworks / Pyrotechnics and 0 Mixed Use Apartments.
- The Fire Marshal is working on homeless violations with Code Enforcement from Planning and LPD on Willow Street.
- The Fire Marshal is working with Caldwell County Building Inspections on house hit by car on Pennton Ave.

Fire Investigations - In accordance with N.C.G.S. Chapter 58 article 79, all fires that occur inside the City Limits of Lenoir are investigated for cause and determination. We have certified fire investigators on each shift and they work under the direct supervision of our Fire Marshal. This quarter we had 47 investigations that occurred in the City with below being of higher impact:

- House fire: Realty and Oakwood
- Commercial fires: Woodgrain Millworks and Grandview Villa
- Wildland fires: None

  Total acre burned within the City: 0

Emergency Management - The Fire Marshal also acts as the City of Lenoir's Emergency Manager under the direct supervison of the Fire Chief. This position works closely with local and State Emergency Management and partners with the LEPC to respond and mitigate hazardous/disasterous incidents or situations.

- Gas leaks – Greenhaven
- Hydraulic fluid spills at Valway and Main
- Leaking fluids at tractor trailer crash with fatality on Norwood St.
- Motor oil leak at Morganton Blvd and Harrisburg
- Assisted with man who fell 60+ feet from a tree
- Chemical Release at new Google construction site – Hydrochloric Acid
- Multiple storm preps with 8 hitting City with damage and calls for service

Other

Standbys:

- Events 8
- For EMS 0
- Lift Assists 21
- Falls 27



Engine Company Standing by for LZ.



Aerosol can exploded inside car on Morganton Blvd.



Pennton Ave. car hit house.



Sawdust fire at Woodgrain Millworks.



Lt. Brian Watson and Engineer Joshua Hollar presenting American flag.

City of Lenoir
Financial Summary
As of 07/31/2026

General Fund

	2026-2027 Budget	7/31/2026	% of Budget	Change from Previous Year	7/31/2025
Total Revenue	$ 27,104,230.00	$ 4,379,561.53	16%	$ (6,592,601.83)	$ 10,972,163.36
Expenditures	$ 27,104,230.00	$ 2,447,593.62	9%	$ 657,828.35	$ 1,789,765.27
Over/Under	$ -	$ 1,931,967.91		$ (7,250,430.18)	$ 9,182,398.09

Downtown District

	2026-2027 Budget	7/31/2026	% of Budget	Change from Previous Year	7/31/2025
Revenues	$ 285,875.00	$ 14,189.24	5%	$ (1,455.55)	$ 15,644.79
Expenditures	$ 285,875.00	$ 16,303.61	6%	$ 1,315.60	$ 14,988.01
Over/Under	$ -	$ (2,114.37)		$ (2,771.15)	$ 656.78

Water/Sewer Fund

	2026-2027 Budget	7/31/2026	% of Budget	Change from Previous Year	7/31/2025
Revenues	$ 14,523,270.00	$ 1,074,322.57	7%	$ 37,142.41	$ 1,037,180.16
Expenditures	$ 14,523,270.00	$ 911,196.38	6%	$ 324,476.37	$ 586,720.01
Over/Under	$ -	$ 163,126.19		$ (287,333.96)	$ 450,460.15

City of Lenoir
Financial Summary By Department
As of 07/31/2026

General Fund					
	BUDGET	**7/31/2026**	**7/31/2025**	**Difference**	**% of Budget**
REVENUE					
PROPERTY TAXES	$ 11,509,984.00	$ 3,814,637.36	$ 10,641,864.16	$ (6,827,226.80)	33%
SALES TAX	$ 6,630,325.00	$ -	$ -	$ -	0%
FRANCHISE TAX	$ 2,500,000.00	$ -	$ -	$ -	0%
SOLID WASTE FEE	$ 1,125,705.00	$ 93,892.55	$ 99,831.92	$ (5,939.37)	8%
OTHER	$ 5,338,216.00	$ 471,031.62	$ 230,467.28	$ 240,564.34	9%
TOTAL	**$ 27,104,230.00**	**$ 4,379,561.53**	**$ 10,972,163.36**	**$ (6,592,601.83)**	**50%**
EXPENDITURES					
LEGISLATIVE	$ 447,051.00	$ 43,233.16	$ 15,704.67	$ 27,528.49	10%
ADMINISTRATIVE	$ 892,576.00	$ 137,496.01	$ 128,191.28	$ 9,304.73	15%
FINANCE	$ 1,254,745.00	$ 82,418.13	$ 79,495.61	$ 2,922.52	7%
PLANNING	$ 588,647.00	$ 31,040.63	$ 34,088.37	$ (3,047.74)	5%
POLICE	$ 8,774,910.00	$ 602,275.18	$ 569,596.77	$ 32,678.41	7%
FIRE	$ 6,523,292.00	$ 472,775.38	$ 434,686.47	$ 38,088.91	7%
RECREATION	$ 2,133,394.00	$ 146,989.45	$ 171,966.71	$ (24,977.26)	7%
PUBLIC WORKS	$ 6,489,615.00	$ 931,365.68	$ 356,035.39	$ 575,330.29	14%
TOTAL	**$ 27,104,230.00**	**$ 2,447,593.62**	**$ 1,789,765.27**	**$ 657,828.35**	9%
OVER/UNDER	-	**$ 1,931,967.91**	**$ 9,182,398.09**	**$ (7,250,430.18)**	7%
Downtown District					
	BUDGET	**7/31/2026**	**7/31/2025**	**Difference**	**% of Budget**
TOTAL REVENUES	**$ 285,875.00**	**$ 14,189.24**	$ 15,644.79	$ (1,455.55)	5%
TOTAL EXPENDITURE	**$ 285,875.00**	**$ 16,303.61**	$ 14,988.01	$ 1,315.60	6%
OVER/UNDER	-	$ (2,114.37)	$ 656.78	$ (2,771.15)	-1%
Water/Sewer Fund					
	BUDGET	**7/31/2026**	**7/31/2025**	**Difference**	**% of Budget**
REVENUE					
WATER SALES	$ 8,254,288.00	$ 712,125.80	$ 669,849.53	$ 42,276.27	9%
SEWER SALES	$ 3,888,782.00	$ 328,081.77	$ 336,569.61	$ (8,487.84)	8%
CAPITAL RESERVE	$ 1,600,000.00			$ -	0%
OTHER	$ 780,200.00	$ 34,015.00	$ 30,761.02	$ 3,253.98	4%
TOTAL REVENUES	**$ 14,523,270.00**	**$ 1,074,222.57**	**$ 1,037,180.16**	$ 37,042.41	7%
EXPENDITURES					
ADMIN & ENGINEERING	$ 580,590.00	$ 133,668.68	$ 69,920.96	$ 63,747.72	23%
WATER RESOURCES	$ 478,057.00	$ 42,517.82	$ 28,112.40	$ 14,405.42	9%
RHODHISS PLANT	$ 3,666,026.00	$ 129,576.54	$ 194,343.84	$ (64,767.30)	4%
WATER DISTRIBUTION	$ 2,997,400.00	$ 384,084.43	$ 94,524.26	$ 289,560.17	13%
WASTEWATER COLLECTION	$ 2,766,617.00	$ 57,249.43	$ 57,763.65	$ (514.22)	2%
WASTEWATER PRETREATMENT	$ 281,628.00	$ 15,872.04	$ 14,538.18	$ 1,333.86	6%
GUNPOWDER WASTEWATER PL	$ 903,474.00	$ 27,458.79	$ 22,426.34	$ 5,032.45	3%
LOWER CREEK WASTEWATER PL	$ 2,849,478.00	$ 120,768.65	$ 105,090.38	$ 15,678.27	4%
TOTAL EXPENDITURE	**$ 14,523,270.00**	**$ 911,196.38**	**$ 586,720.01**	**$ 324,476.37**	6%
OVER/UNDER	$ -	**$ 163,026.19**	**$ 450,460.15**	**$ (287,433.96)**	**1%**

Recommendations					
Effective 9-1-2026					
Department	**Action**	**Current Title**	**Proposed Title**	**Current Grade**	**Proposed Grade**
Re-organization - Recreation					
Police	Approve the Police Safety Systems Technician Job Description and position which will be a replacement for the Communications Director. This position is needed due to the transfer of communications to Caldwell County and a reorganization of logistics duties.	Communications Director	Police Safety Systems Technician	26	26
Note: The change was allocated in the 2026-2027 Budget.					

Police Safety Systems Technician

An employee in this class is responsible for the installation, maintenance, troubleshooting, and administration of mission-critical communications infrastructure and electronic systems for the Lenoir Police Department. This includes radio systems, in-car and body-worn camera systems, and mobile data technologies. The employee ensures all systems operate reliably to support public safety operations and regulatory compliance.

Work requires a high level of technical expertise, attention to detail, and the ability to work independently while managing multiple priorities. The employee also serves as the department's Terminal Agency Coordinator (TAC) for Division of Criminal Information (DCI) systems and ensures compliance with all state and federal requirements.

Distinguished Features of the Class

This is a specialized technical support position focused on public safety communications systems and criminal information compliance. Unlike general IT or administrative roles, this position combines hands-on technical system management with regulatory oversight responsibilities related to DCI and Criminal Justice Information Services (CJIS).

The employee operates with a high degree of independence and is the department's primary subject matter expert for communications equipment, mobile technologies, and DCI compliance. The role requires coordination with state agencies, vendors, and internal personnel, as well as responsibility for audit readiness and system security.

Duties and Responsibilities

- Installs, programs, maintains, and troubleshoots department radio systems.
- Maintains and supports in-car camera systems and body-worn camera devices, including software and data management components.
- Administers and maintains mobile hotspot devices assigned to department vehicles, as well as department issues cell phones.
- Manages and maintains department technology inventory, including desktop computers, laptops/mobile data terminals (MDTs), tablets, and related equipment; oversees assignment, tracking, replacement, and documentation of devices and Terminal Identification Numbers (TIDs) to ensure accountability, operational readiness, and accurate records management.
- Diagnoses and resolves technical issues related to communications infrastructure and associated electronic systems.
- Provide basic management of police two-way radios to include assignment and basic troubleshooting.
- Serves as the department's Terminal Agency Coordinator (TAC) for DCI.
- Administers and manages DCI system access and user accounts.

- Ensures compliance with all DCI and CJIS policies, procedures, and security requirements.
- Conducts and documents DCI validations and manages computerized criminal history (CCH) records.
- Coordinates and prepares for state-mandated audits, including hot files, CCH, and network security audits.
- Conducts NCIC entries and Computerized Criminal History requests.
- Provides required security awareness training to department personnel.
- Serves as the primary point of contact with state agencies regarding DCI compliance and audits.
- Maintains documentation related to system configurations, maintenance, and compliance activities.
- Coordinates with vendors and service providers for system upgrades, repairs, and support.
- Assists with procurement recommendations for communications and technology equipment.
- Provides technical support and training to department personnel on assigned systems.

Additional Job Duties

- Adhere to City policy, standards and prescribed procedures.
- Serve as back-up Evidence and Property Management Custodian.
- Performs other related duties as required.

Recruitment and Selection Requirements

Knowledge, Skills, and Abilities

- Operational knowledge of radio programming, communications infrastructure, and electronic systems.
- Working knowledge of law enforcement related records management systems, Computer Aided Dispatch, and related hardware.
- General understanding of law enforcement related equipment and technology.
- Strong verbal and written communication skills.
- Effective interpersonal and customer service skills.
- Strong organizational skills and attention to detail.
- Proven time management skills with the ability to meet deadlines.
- Strong analytical and problem-solving abilities.
- Ability to prioritize and manage multiple tasks simultaneously.
- Proficiency in Microsoft Office Suite (Word, Excel, PowerPoint, Outlook) and related software systems.

Physical Requirements

- Must be physically able to operate a variety of machinery and equipment including computers, printers, copiers, servers, and other IT related equipment, etc.
- Must be able to perform very heavy work exerting more than 100 pounds of force occasionally, and/or more than 50 pounds of force frequently, and/or more than 20 pounds of force constantly to move objects.
- Must be able to work in confined spaces as well as at heights of 25 feet or more.
- Work will be done in a variety of climates.
- Must have minimal levels of eye/hand/foot coordination.
- Requires the ability to differentiate between colors and shades of color.

Minimum Qualifications

- High School Diploma or equivalent.
- Possession of, or ability to obtain, DCI certification in Modules 1, 2, and 3.
- Possession of, or ability to obtain, a valid North Carolina driver's license appropriate for assigned duties.
- Willingness and ability to successfully complete all pre-employment and employment screening requirements, including medical, psychological, background, and drug screenings.
- Preference given for experience with Getac Body Worn Camera systems and evidence.com platform management
- Preference given for experience in utilization of Essential Personnel asset inventory management

Additional Services Log

Project	LHS Campus
Contractor	Maurer Architectures

PCO #	Date Submitted	Description	Amount	Additional Services Total
1	4/26/2026	Lenoir High School Redevelopment Project – Additional Services for site revisions on the Pavilion site and value engineering the HVAC (and subsequently electrical) design on the gymnasium.	$ 17,000.00	$ 17,000.00
2	7/23/2026	Lenoir High School Redevelopment Project – Additional Services for gymnasium floor reinforcing and auditorium window replacement.	$ 5,300.00	$ 22,300.00

MAURER
architecture

4-24-26

David Coffey
Risk Manager/Purchasing Agent
City of Lenoir
801 West Ave NW
Lenoir, NC 28645
828-757-2217
drcoffey@ci.lenoir.nc.us

RE: Lenoir High School Redevelopment Project – Additional Services

Dear David,

Based on our correspondence back in late December, we've been tracking our time hourly as we work through the site revisions on the Pavilion site and value engineering the HVAC (and subsequently electrical) design on the gymnasium. Please find the supporting documentation from IMEG Engineering attached to this letter outlining original scope and scope additions. Per the outline above we are proposing the additional services and 12.5% markup per our AIA B105 to include:

Additional PME fee for Gymnasium Mechanical & Electrical redesign:	$9,500 + 12.5%:	$10,500
Additional fee for Gym coordination & Pavilion site redesign & coordination:		$ 6,500
	Total:	**$17,000**

OWNER *(Signature)*

David Coffey
Risk Manager/Purchasing Agent
City of Lenoir

ARCHITECT *(Signature)*

Ethan Page
Partner|Architect
Maurer Architecture

Short Form Services Agreement

4/24/2026

Client: Maurer Architecture
Attn: Ethan Page
Email: ethan@maurerarchitecture.com

Owner Name: City of Lenoir, NC
Project Name: The Campus Lenoir - HVAC Revisions
Project Location: Lenoir, North Carolina

Services: IMEG shall perform the following Services for this Project:

Mechanical and electrical redesign of the gymnasium.

Revisions will include relocating the packaged units and modifying electrical, pipe routing, and duct routing.

Compensation

Time & Material NTE: **$9,500**

Attachments: This Short Form Services Agreement expressly incorporates the terms and conditions attached hereto, and the current hourly rates (if applicable) set by IMEG for Services performed under this Short Form Services Agreement. This Short Form Services Agreement also expressly incorporates the following exhibits: <Insert name(s) of exhibit(s) or insert "None">.

Acceptance: Acceptance of this Short Form Services Agreement is limited to and includes acceptance of the provisions above, including all attachments. Services will be scheduled upon receipt of an executed copy of this Short Form Services Agreement. By signing and returning this Short Form Services Agreement to IMEG, all Parties agree to the terms and conditions included herein. Notwithstanding the foregoing sentence, if Client, or directors, officers, or employees of Client, engage IMEG for Services for the referenced Project, either verbally, in writing, or by actions that imply acceptance of this Short Form Services Agreement, such as providing drawings, submitting questions, requesting engineering information, etc., without or prior to returning a signed copy of this Short Form Services Agreement, it is expressly agreed that acceptance of all terms and conditions of this Short Form Services Agreement will be implied and contractually binding.

Short Form Services Agreement valid for forty-five (45) Days from the date listed above.

IN WITNESS WHEREOF, the undersigned Parties execute this Short Form Services Agreement on the date set forth above. The Parties state that each have read this Short Form Services Agreement, acknowledge the contents of this Short Form Services Agreement, and are authorized to sign this Short Form Services Agreement. The Parties agree that this Short Form Services Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Short Form Services Agreement.

IMEG Consultants Corp.

_____

Harrison Holt,Senior Mechanical Engineer 1
Harrison.Holt@imegcorp.com

Accepted: Maurer Architecture

_____

Ethan Page

Terms & Conditions

1. Definitions:

"Agreement" - Collectively the Short Form Services Agreement, these Standard Terms and Conditions, IMEG's Standard Hourly Rates, and any exhibits incorporated expressly by reference, herein.

"Change Order" - Any additional Services or change in schedule related to the Project requested by IMEG or Client.

"Client" - The party for whom Services are being provided, and its directors, officers, affiliates, employees, and agents.

"Day(s)" - Any day other than Saturday, Sunday, or any other day on which banks in New York are closed.

"IMEG" - IMEG Consultants Corp., and its directors, officers, affiliates, employees, and agents.

"Losses" - Any loss, liability, claim, damage, cost, expense, and reasonable attorney's fees.

"Notice to Proceed" - Client's engagement of IMEG for Services for the referenced Project, either verbally, in writing, or by actions that imply acceptance of this Agreement or for IMEG to proceed with performing the Services.

"Party" - Each of IMEG and Client; "Parties" means IMEG and Client collectively.

"Project" - The specific project for which Services are performed pursuant to this Agreement.

"Project Owner" - The party responsible for the initiation, funding, and oversight of the Project.

"Services" - The services or work performed by IMEG in any office location for Client on the Project.

"Standard Hourly Rates" - The current hourly rates set by IMEG for Services performed under this Agreement.

2. Standard of Care/Performance: Services provided by IMEG under this Agreement shall be performed in accordance with the professional skill and care ordinarily exercised by professionals practicing under similar circumstances in the same or similar location ("Standard of Care"). It is explicitly understood and agreed that the Standard of Care does not demand perfection, and IMEG will not be responsible for any cost escalations, separate and apart from IMEG's negligence as defined in Section 11, throughout the Project's duration. Nothing contained in this Agreement or within any certification/representation statement shall obligate, bind, or require IMEG to exercise professional skill and judgment greater than the Standard of Care. IMEG makes no warranty or guarantee, express or implied, and shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known or accepted. Should Client seek additional design parameters in contemplation of future climate change, such parameters shall be explicitly outlined in the Services. IMEG shall perform Services pursuant to an agreed-upon schedule as is consistent with the Standard of Care.

3. Information: Except as otherwise defined in the Services, Client shall facilitate the exchange of information among the Project Owner, IMEG, and other service providers as necessary for the coordination of the Project. IMEG shall be entitled to rely on the accuracy and completeness of such information furnished by Client or Client's other service providers. IMEG shall not be liable for inaccurate data, specifications, or other Project requirements submitted to it by or on behalf of Client. If there are updates or changes to any information provided to IMEG in furtherance of the Services, Client is responsible for advising IMEG's personnel of such updates or changes in writing.

4. Limitation of Responsibilities: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, coordination, schedules, techniques, procedures, delays, site observation, or review of contractor's work, or for any health or safety precautions or programs. Client shall indemnify, defend, and hold harmless IMEG for contractor's or subcontractor's performance or the failure of contractor's or subcontractor's work to conform to Project design specifications and contract documents.

5. Additional Services: If the Project schedule or scope changes and additional Services are requested, IMEG shall send Client a Change Order and Client must approve such Change Order in writing or electronically prior to IMEG commencing work. Services performed pursuant to a Change Order shall be deemed an amendment to this Agreement and such additional Services shall be performed pursuant to these Standard Terms and Conditions.

IMEG shall not be responsible for any expense associated with any Services that are a betterment or added value to the Project.

6. Compensation/Payment: Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's Standard Hourly Rates, subject to annual update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one- and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

7. Ownership/Use of Instruments of Services: All drawings, specifications, BIM, reports, and other work product of IMEG developed for this Project are instruments of service owned by IMEG ("Instruments of Service"). Upon Client's payment in full to IMEG for all Services performed and expenses incurred, IMEG shall provide Client with a license to use the Instruments of Service for purposes consistent with the Project. Reuse of any Instruments of Service by Client or any third-party for any other use without the express written consent of IMEG shall be at Client's sole risk. Client shall indemnify, defend, and hold harmless IMEG against Losses arising out of unauthorized use or misuse of the Instruments of Service.

8. Dispute Resolution/Governing Law: Excluding collection actions and billing disputes as described in Section 6, claims or disputes between the Parties arising out of the Services or out of this Agreement shall be escalated for informal dispute resolution. If no informal dispute resolution is achieved within fifteen (15) Days of demand made by IMEG or Client, the Parties shall submit the matter to non-binding mediation (mediation being subject to the provisions in Section 8.2 of AIA Document C401-2017). The Parties shall include a similar provision as in this Section 8 with all contractors, subconsultants, and subcontractors, providing for non-binding mediation as the primary method of dispute resolution following informal dispute resolution as described in this Section. This Agreement and all questions, disputes, and litigation arising in connection with the Services shall be governed by, and brought in, the laws of the state where the Project is located.

9. Mutual Waiver of Damages: Each Party hereby expressly waives against the other Party any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

10. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of $50,000. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

11. Indemnification: Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to

professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

12 Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon in writing by the Parties.

13. Termination: Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

14. Assignment: Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

15. Employment and Non-Solicitation: Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

16. Force Majeure: Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

17. Severability and Non-Waiver: If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

18. Entire Agreement: If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

19. Equal Employment Opportunity: The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

2026 STANDARD HOURLY RATES - SMEPT/Cx
(rates adjusted annually)

Senior Client Executive / Senior Market Director / VP	$325
Client Executive / Market Director	$300
Project Executive	$280
Senior Project Manager 2	$250
Senior Project Manager 1	$230
Engineer of Distinction	$265
Senior (Engineer / Planner / Consultant) 3	$245
Senior (Engineer / Planner / Consultant) 2	$215
Senior (Engineer / Planner / Consultant) 1	$200
Project (Engineer / Consultant) 2	$180
Project (Engineer / Consultant) 1	$165
(Graduate Designer / Consultant / Planner / Authority / Analyst) 2	$140
(Graduate Designer / Consultant / Planner / Authority / Analyst) 1	$125
Designer of Distinction	$225
Senior (Designer / Authority) 3	$205
Senior (Designer / Authority) 2	$200
Senior (Designer / Authority) 1	$180
Project (Designer / Authority) 2	$165
Project (Designer / Authority) 1	$145
(Designer / Authority / Analyst) 2	$130
(Designer / Authority / Analyst) 1	$120
Design Technician 2	$105
Design Technician 1 / Intern	$95

Senior Construction Administrator	$200
Construction Administrator	$170
Field Technician 2	$160
Field Technician	$150
Project Coordinator	$135
Structural Inspector of Distinction	$265
Senior Structural Inspector	$150
Structural Inspector 3	$135
Structural Inspector 2	$120
Structural Inspector 1	$105
Senior Virtual Design Coordinator 2	$150
Senior Virtual Design Coordinator 1	$140
Virtual Design Coordinator 2	$135
Virtual Design Coordinator 1	$120
Virtual Design Technician	$105
Administrative Assistant	$95

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.

MAURER
architecture

7-23-26

David Coffey
Risk Manager/Purchasing Agent City
of Lenoir
801 West Ave NW
Lenoir, NC 28645
828-757-2217
drcoffey@ci.lenoir.nc.us

RE: Lenoir High School Redevelopment Project – Additional Services Dear David,

Thank you for the continued partnership in the Lenoir High School Redevelopment project. The purpose of this letter is to address services rendered for the gymnasium floor reinforcing, and auditorium window replacement. Please find the supporting documentation from Avery Engineering attached to this letter. We are proposing the additional services as outlined below per our AIA B105 to include:

-Gym floor reinforcing Structural Drawings & coordination	$2,750 + ~12.5%:	$3,000
-Auditorium window replacement drawings and coordination with SHPO		$2,300
	Total:	**$5,300**

Don't hesitate to reach out with any questions.

	7-23-26
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
David Coffey	Ethan Page
Risk Manager/Purchasing Agent	Partner|Architect
City of Lenoir	Maurer Architecture

AVERY ENGINEERING, PLLC
7496 Waterside Peak Drive
Denver, North Carolina 28037
(980) 241-0707
www.avery.engineering

INVOICE

Bill To

Maurer Architecture
David Maurer
115 1/2 East Hargett Street, Suite 300
Raleigh, NC 27601

Project

AE.25116 The Campus Gymnasium (Floor)

Invoice #

AE.25116-01

Invoice Date

02/02/2026

Description	Current Billed
Professional Services	2,750.00
Structural Drawings for Gym Floor Framing	
Total	2,750.00

Invoice total **$2,750.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
AE.25116-01	02/02/2026	2,750.00	2,750.00				
	Total	2,750.00	2,750.00	0.00	0.00	0.00	0.00

Terms: Due upon receipt.
After 30 days, a service charge based on the past due amount of 1.5% per month will be assessed.

Please make checks payable to Avery Engineering, PLLC, and reference the invoice number with payment.

Avery Engineering, PLLC Federal Tax ID #26-2427686

CITY OF LENOIR

COUNCIL ACTION FORM

I. **Agenda Item:** Request for Approval of Demolition of Ticket Booth at the Campus Project.

Background Information: The City of Lenoir's Campus Project is underway and involves renovations to the gymnasium and auditorium buildings. Due to the degradation of the brick structure of the ticket booth on the north side (back) of the gymnasium, it has been concluded by the design team, engineers, general contractor, and city staff that the ticket booth needs to be demolished. The team looked at options to salvage the ticket booth and all options discussed were cost prohibitive.

II. **Staff Recommendation**: Staff recommends City Council approve the demolition of the ticket booth.

III. **Reviewed by:**

City Attorney: _____

Finance Director: _____

Special Project Manager: _____


GUTTER




DANGER






LENOIR HIGH SCHOOL



CHANGE ORDER LOG

Project **LHS Campus _ Phase I**

Contractor **JM Cope**

Original Estimate		$ 5,186,646.00	
PROPOSED CHANGE ORDER DETAILS			
PCO #	Description	Amount	New Estimate
3	Gymnasium - Chimney Demo Concealed Conditions	$ 10,046.48	$ 5,196,692.48
4	Electrical Charges	$ 6,108.91	$ 5,202,801.39
6	ADA elevator access and ramp	$ 8,734.97	$ 5,211,536.36
8	Dumpster pad and Gym Ramp	$ 7,670.18	$ 5,219,206.54
10	Concession Structural Floor Support	$ 28,632.00	$ 5,247,838.54
		$ 61,192.54	

Docusign Envelope ID: 23AECCCE-70C1-83B6-81E4-4992657C8CA3

PCCO #003

J.M. Cope, Inc.
199 S Cherry Road (29730)/ P.O. Box 4047
Rock Hill, South Carolina 29732
Phone: (803) 329-3250

Project: 24-055 - CITY OF LENOIR-CAMPUS IMPROVEMENTS
1114 COLLEGE AVE SW; 1116 College Ave SW; 1129 West Avenue
NW LENOIR, North Carolina 28645

Prime Contract Change Order #003: RFI #8: Gymnasium - Chimney Demolition Concealed Conditions

TO:	**Lenoir, City of** PO Box 958 / 801 West Avenue NW Lenoir, North Carolina 28645	**FROM:**	**JM Cope, Inc.** PO Box 4047 Rock Hill, South Carolina 29732
DATE CREATED:	6/24/2026	**CREATED BY:**	Hunter Galliher **(JM Cope, Inc.)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:	5 days	**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	1:The "Campus" Project	**TOTAL AMOUNT:**	$10,046.48

DESCRIPTION:
CE #010 - #8: Gymnasium - Chimney Demolition Concealed Conditions
The following change request is for the added wall furring, brick, and steel lintel needed due to the demolition of the existing chimney per drawings RFI 8.1 dated 3/3/2026, RFI 8.2 dated 3/3/2026, and SBD1 dated 3/17/2026.

1. New wall furring as shown on 1/RFI8.1, and per infill partition type schedule type, and painting of wall furring.
2. New Lintel per SBD1.
3. Brick Infill Per SBD1

Change Order will be funded out of one of the unused allowance pot - design team and/or owner to confirm which.

Exclusions/Clarifications:
The following item are exclusions or clarifications from the proposal stated above.

1. Any rotten wood/termite damage is excluded from the pricing included.
2. Any additional concealed/unsuitable building conditions not explicitly captured in the scope of work covered in the RFI responses, and revised drawings.
3. The change request only includes what is explicitly listed above, and included in subcontractor pricing back up. Any unforeseen additional work outside of what is stated above and detailed on sheets RFI 8.1, RFI 8.2, and SBD1 is not included. JMC reserves the rights to additional time and costs as a result of this added scope. JMC will notify project team of any additional cost or time due to unforeseen or concealed conditions and will be submitted under separate cover.

ATTACHMENTS:
24-055-CITY_OF_LENOIR-CAMPUS_IMPROVEMENTS-003-CE_010-8_Gymnasium-Chimney_Demolition_Concealed_Conditions-2026-05-21.pdf, CR1002 proposal.pdf, JMC Form - COR 04 - Gym Chimney Concealment.pdf, 429bf717-1188-4d15-bfba-c2fc19017b08.pdf, Lenoir Downtown Campus - CE010.pdf, 8_RFI RESPONSE_CHIMNEY DEMO CONCEALED CONDITIONS.pdf, 8_RFI Structural AE.25093 - The Campus Lenoir (03.17.2026)_Lintel Detail.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
006	RFI #8: Gymnasium - Chimney Demolition Concealed Conditions	5 days	$10,046.48
		Total:	$10,046.48

PCCO #003

CHANGE ORDER LINE ITEMS:

PCO # 006: RFI #8: Gymnasium - Chimney Demolition Concealed Conditions

#	Budget Code	Description	Amount	OH&P (5.00% Applies to All Line Items)	Subtotal
1	05-000.S METALS GENERAL.SUBCONTRACTOR	#8: Gymnasium - Chimney Demolition Concealed Conditions - Steel	$1,274.00	$63.70	$1,337.70
2	04-000.S MASONRY GENERAL/SUB.SUBCONTRACTOR	#8: Gymnasium - Chimney Demolition Concealed Conditions - Brick	$3,150.00	$157.50	$3,307.50
3	09-200.S PLASTER & GYPSUM BOARD.SUBCONTRACTOR	#8: Gymnasium - Chimney Demolition Concealed Conditions - Wall Furring	$4,979.08	$248.95	$5,228.03
4	09-900.S PAINTS & COATINGS.SUBCONTRACTOR	#8: Gymnasium - Chimney Demolition Concealed Conditions - Paint	$165.00	$8.25	$173.25
5	07-400.S ROOFING & SIDING PANEL.SUBCONTRACTOR	#8: Gymnasium - Chimney Demolition Concealed Conditions - TPO Connection	$0.00	$0.00	$0.00
		Subtotal:	**$9,568.08**	**$478.40**	**$10,046.48**
				Grand Total:	**$10,046.48**

The original (Contract Sum)	$43,000.00
Net change by previously authorized Change Orders	$5,143,646.00
The contract sum prior to this Change Order was	$5,186,646.00
The contract sum would be changed by this Change Order in the amount of	$10,046.48
The new contract sum including this Change Order will be	$5,196,692.48

The contract time will be increased by this Change Order by 5 days.

Base Contract Amount	$	5,186,646.00
PCCO 3	$	10,046.48
Revised Contract Total with PCCO 3	$	5,196,692.48

Lenior, City of
PO Box 958 / 801 West Avenue NW
Lenior, North Carolina 28645

JM Cope, Inc.
PO Box 4047
Rock Hill, South Carolina 29732

DocuSigned by:
Ethan Page
18B17F8C7934447...

7/1/2026 | 9:50 AM PDT

SIGNATURE **DATE** | **SIGNATURE** **DATE** | **SIGNATURE** **DATE**

Docusign Envelope ID: 23AECCCE-70C1-83B6-81E4-4992657C8CA3

RFQ #003

J.M. Cope, Inc.
199 S Cherry Road (29730)/ P.O. Box 4047
Rock Hill, South Carolina 29732
Phone: (803) 329-3250

Project: 24-055 - CITY OF LENOIR-CAMPUS IMPROVEMENTS
1114 COLLEGE AVE SW; 1116 College Ave SW; 1129 West Avenue NW
LENOIR, North Carolina 28645

CE #010 - #8: Gymnasium - Chimney Demolition Concealed Conditions

CREATED BY:	Hunter Galliher	**CREATED DATE:**	3/24/2026
STATUS:	Under Review	**POTENTIAL CHANGE ORDER:**	(None)
ASSIGNEE:	Jason Privette **(J & K PRIVETTE MASONRY INC)**		
DISTRIBUTION:			

SCOPE DESCRIPTION:
#8: Gymnasium - Chimney Demolition Concealed Conditions - Brick

REQUEST DETAILS:
CE #010 - #8: Gymnasium - Chimney Demolition Concealed Conditions
Change Event is for the added partition walls, brick, and steel lintel needed due to the demolition of the existing chimney.
Please review and provide and pricing, feedback, comments.

ATTACHMENTS:
8_RFI RESPONSE_CHIMNEY DEMO CONCEALED CONDITIONS.pdf , 8_RFI Structural AE.25093 - The Campus Lenoir (03.17.2026)_Lintel Detail.pdf , 67084CBB-445C-49E5-8C39-8980718FE208.jpeg , CDA37257-D782-490B-A146-4DD1921D89AC.jpeg , 3AF80DCD-9E9A-46B1-ADBF-52DB1670D968-(2).jpeg , 0BA84EDB-A89C-4E5D-A1F0-3227C31F377F.jpeg

RESPONSES

Date	Response By	Quote Amount	Schedule Impact	Comments	Attachments/Details
04/07/2026	Jason Privette	$3,150.00	2 days	Quote includes scaffolding, brick lintel, materials and labor to complete the section of brick wall above the new roof.	

CHANGE ORDER COMPONENTS

CCO: (None)

NEGOTIATED AMOUNT:

Change Request Proposal

Project: (name and address) 25-39 / Lenoir Downtown Campus
1114 College Ave SW
Lenoir, NC 28645

Customer: JM Cope

Steel Specialty, Inc. of Belmont
5907 Wilkinson Bld.
Belmont, NC 28012
704-825-4745

Change request number: 1002
Description: Galvanized Lintel for chimney

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Status: Proposed
Origination date: 04/21/26

Quotation

Submitted date: 04/21/26
Due date:
Submitted amount: 1,274.00
Requested days delay: 0

Revenue Detail

Billing Item	Description	Revenue
		1,274.00
	Total Revenue:	**1,274.00**

Contractor Pricing

Phase Code / Description		Cost Type	Quantity	UM	Amount
100000	Material - Struct Raw	MAT Material			23.00
105000	Galvanizing / Paint	MAT Material			950.00
109000	Sales Tax - 6.75%	STX Sales Tax			66.00
104000	Shop Labor - Struct	SHP Shop Labor			125.00
		Contractor Pricing Total:			**1,164.00**

Total:	**1,164.00**
Mark-up:	**110.00**
Total Contractor Price for CR 1002	**1,274.00**

Approvals

Customer: JM Cope
Authorized Representative: _____
By: _____
Date: _____

Contractor: Steel Specialty, Inc
By: _____
Date: _____

Docusign Envelope ID: 23AECCCE-70C1-83B6-81E4-4992657C8CA3

SUBCONTRACTOR CHANGE ORDER PROPOSAL FORM

Cells highlighted in green are dictated by the Prime Contract

Subcontractor to fill yellow cells and tabs

				Date
Project:	Lenoir Campus Improvement Projects	Proposal #:	Subcontractor CO proposal #	4/22/2026
Subcontract #:	24055-SC08	Project #:	24-055	
Subcontractor:	Gibson Custom Construction	Bid Package #:	Framing & Gypsum	

Description of change:
This COR Includes:- Metal framing for wall furring.- Drywall and finishing chimney concealment.- Install 2 HMF to framing. Excludes:- HMF Frames installation on brick walls to be installed to the 1 5/8" framing.

Materials (Fill in details on Tab A)

1	Total Direct Cost of Materials (Details on Tab A-MATERIALS)		$ 950.89	
2	Sales Tax (Line Item #1 x Project's Sales Tax Rate)	Project Sales Tax Rate: 6.75%	$ 64.19	
	MATERIALS & SALES TAX SUBTOTAL		$ 1,015.08	
3	Overhead & Profit (10% maximum, includes small tools, consumables & sales tax))	OH & P Rate: 10.0%	$ 101.51	
4	Shipping & Transportation (including sales tax)		$ 150.00	
	SUBTOTAL			$ 1,266.58

Labor (Fill in details on Tab B)

5	Total Manhours (Details on Tab B-LABOR)		$ 2,500.00	
6	Labor Burden	Rate: 35.0%	$ 875.00	
	MANHOURS & LABOR BURDEN SUBTOTAL		$ 3,375.00	
7	Overhead & Profit on Item 5 (10% maximum on straight labor cost, not premium portion) (O&P includes supervisor's time)	OH & P Rate: 10.0%	$ 337.50	
	SUBTOTAL			$ 3,712.50

Equipment (Fill in details on Tab C)

8	Equipment (Details on Tab C-EQUIPMENT)		$ -	
9	Overhead & Profit on Item 8. (10% maximum)	OH & P Rate: 10.0%	$ -	
	SUBTOTAL			$ -

Sub-Subcontractors (Fill in details on Tab D - Include sub-subcontractor quotes with material & equipment backup)

10	Subcontractors		$ -	
11	Overhead & Profit on Item 10. (2.5% per Prime contract)	OH & P Rate: 2.5%	$ -	
	SUBTOTAL			$ -

Bonds

	SUBTOTAL OF PROPOSAL			$ 4,979.08
12	Bonds (% of subtotal of proposal):	Rate: 0.0%		$ -
	CHANGE PROPOSAL TOTAL			$ 4,979.08

Adjustment in the Subcontract Sum

ORIGINAL SUBCONTRACT SUM	$ 274,925.00
PREVIOUS APPROVED CHANGE ORDERS	
SUBCONTRACT SUM PRIOR TO THIS CHANGE ORDER	$ 274,925.00
AMOUNT OF THIS CHANGE ORDER	$ 4,979.08
NEW SUBCONTRACT SUM INCLUDING THIS CHANGE ORDER	$ 279,904.08

Time Extension Requests:

4 day(s) _____ Schedule Activity # Affected

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Subcontractor's Signature: _____ Date: 4/22/2023

J.M. Cope, Inc.'s Signature: _____ Date: _____

Std Form Rev. 2024.04.23

Docusign Envelope ID: 23AECCCE-70C1-83B6-81E4-4992657C8CA3

CO Proposal Attachment 24055-SC08 Subcontractor Gibson Custom Construct 4/22/2026

MATERIALS - DETAILED QTY. BREAKDOWN

Item Description	Qty.	Unit	Unit Rate	Total
(EXAMPLE - type over the example)				
FBM Supply	1	EA	$ 950.89	$ 950.89
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			MATERIAL TOTAL:	$ 950.89

Docusign Envelope ID: 23AECCCE-70C1-83B6-81E4-4992657C8CA3

LABOR - DETAILED QTY. BREAKDOWN

Item Description	Qty.	Unit	Unit Rate	Total
(EXAMPLE - type over the example)				
Framer Lead	10	MH	$ 45.00	$ 450.00
Framer	10	MH	$ 45.00	$ 450.00
Drywall Hangers	20	MH	$ 35.00	$ 700.00
Drywall Finishers	20	MH	$ 45.00	$ 900.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			LABOR TOTAL:	$ 2,500.00

Docusign Envelope ID: 23AECCCE-70C1-83B6-81E4-4992657C8CA3

EQUIPMENT - DETAILED QTY. BREAKDOWN (** IF RENTED, PLEASE PROVIDE QUOTE **)

Item Description	Qty.	Unit	Unit Rate (include sales tax)	Total
(EXAMPLE - type over the example)				
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			EQUIPMENT TOTAL:	$ -

Docusign Envelope ID: 23AECCCE-70C1-83B6-81E4-4992657C8CA3

SUB-SUBCONTRACTORS (LOWER TIER(s)) BREAKDOWN (** PROVIDE QUOTE(s) **)

Item Description	Qty.	Unit	Unit Rate	Total
(EXAMPLE - type over the example)				
TAB CONTRACTOR, XXXXX	1	LS	$ -	$ -
FIRE ALARM CONTRACTOR, XXXX	1	LS	$ -	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			SUBCONTRACTOR TOTAL:	$ -

Docusign Envelope ID: 23AECCCE-70C1-83B6-81E4-4992657C8CA3

J.M. Cope, Inc.

Printed on Wed May 6, 2026 at 11:59 am EDT

Job #: 24-055 CITY OF LENOIR-CAMPUS IMPROVEMENTS
1114 COLLEGE AVE SW; 1116 College Ave SW; 1129 West Avenue NW
LENOIR, North Carolina 28645

Unclassified

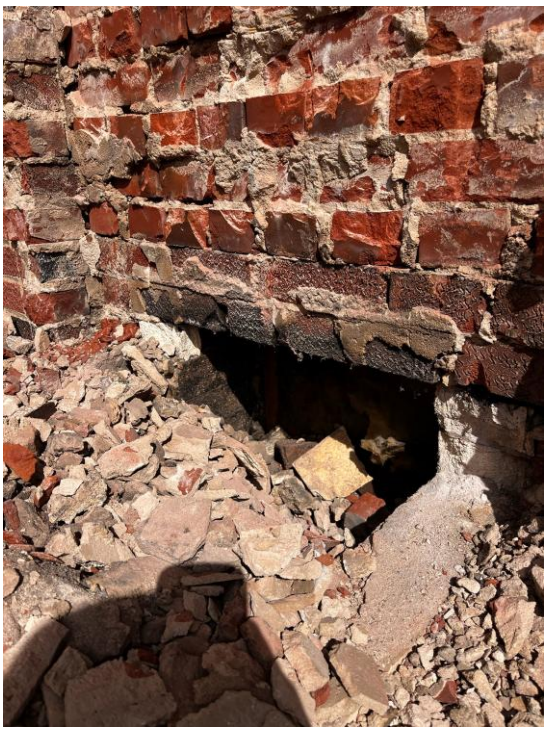
Description
Existing condition fireplace/chimney opening

Taken Date
02/17/2026 at 01:14 pm

Upload Date
02/17/2026 at 01:29 pm

Uploaded By
Hunter Galliher

File Name
67084CBB-445C-49E5-8...



Unclassified

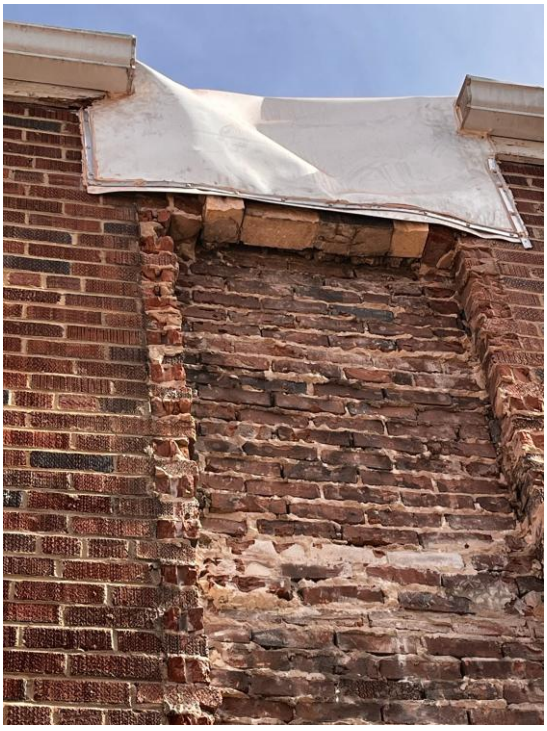
Description
Completed Chimney Demolition. RFI has been submitted regarding finishing of removed chimney area.

Taken Date
02/17/2026 at 11:34 am

Upload Date
02/17/2026 at 11:38 am

Uploaded By
Hunter Galliher

File Name
3AF80DCD-9E9A-46B1-A...



J.M. Cope, Inc.

Printed on Wed May 6, 2026 at 11:59 am EDT

Job #: 24-055 CITY OF LENOIR-CAMPUS IMPROVEMENTS
1114 COLLEGE AVE SW; 1116 College Ave SW; 1129 West Avenue NW
LENOIR, North Carolina 28645

Unclassified

Description

Taken Date
02/17/2026 at 11:33 am

Upload Date
02/17/2026 at 11:38 am

Uploaded By
Hunter Galliher

File Name
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Unclassified

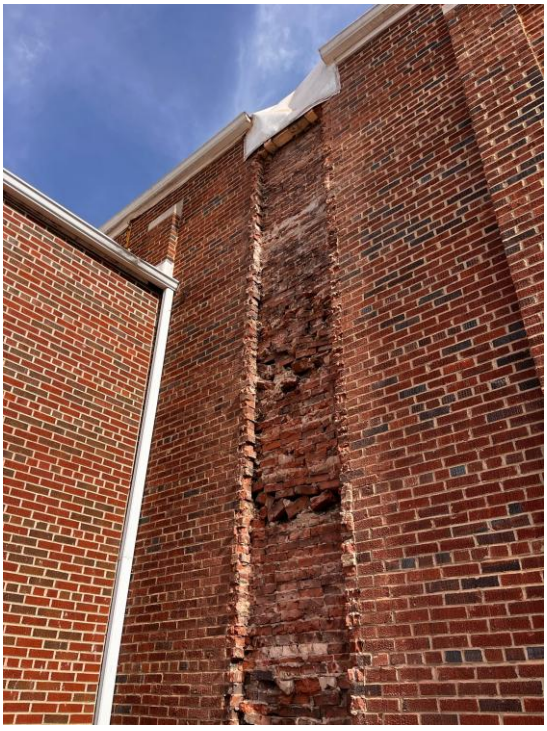
Description

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02/17/2026 at 11:33 am

Upload Date
02/17/2026 at 11:38 am

Uploaded By
Hunter Galliher

File Name
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Docusign Envelope ID: 23AECCCE-70C1-83B6-81E4-4992657C8CA3

J.M. Cope, Inc.

Printed on Wed May 6, 2026 at 11:59 am EDT

Job #: 24-055 CITY OF LENOIR-CAMPUS IMPROVEMENTS
1114 COLLEGE AVE SW; 1116 College Ave SW; 1129 West Avenue NW
LENOIR, North Carolina 28645

Unclassified

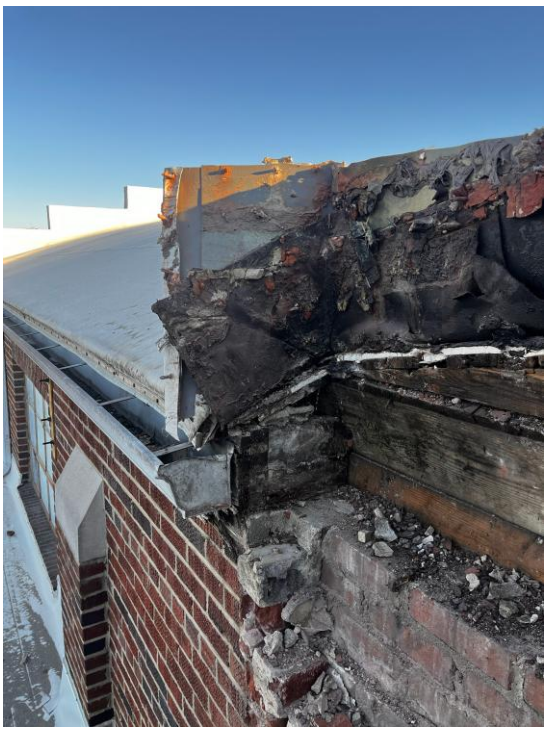
Description

Taken Date
02/13/2026 at 08:11 am

Upload Date
02/13/2026 at 08:59 am

Uploaded By
Hunter Galliher

File Name
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Docusign Envelope ID: 23AECCCE-70C1-83B6-81E4-4992657C8CA3

TURMAN
COMMERCIAL PAINTERS

1448 CENTER PARK DR.
CHARLOTTE, NC 28217
(800) 455-9091 FAX: (704) 424-9911

DATE:	5/6/2026	PROJECT:	Lenoir Downtown Campus
TO:	JM Cope	LOCATION:	Lenoir, NC
FAX:	(803) 329-3250	REF:	CE010
ATTN:	Hunter Galliher	G C 'S PHONE:	(803) 329-3250
PLAN DATE:	3/21/2025		

Inclusions:

1) Paint new furred walls from chimney demo

Exclusions:

1) Out of sequence work
2) Touch-up due to trade damage
3) Aluminum surfaces
4) Pre-finished surfaces
5) All other work not noted above

Clarifications:

1) Work to be completed during regular hours

CE010	$165

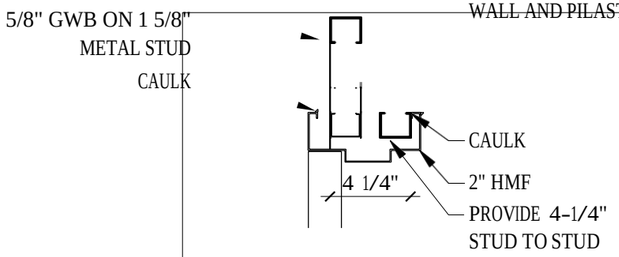
Should you have any questions please call.

Thank you
TURMAN Commercial Painters
Doug Rancati

Docusign Envelope ID: 23AECCCE-70C1-83B6-81E4-4992657C8CA3

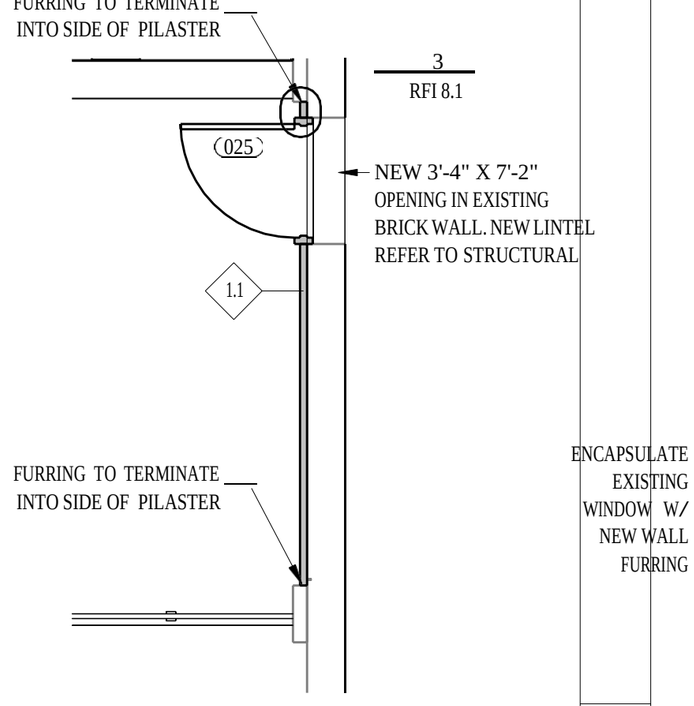
INFILL PARTITION TYPE

WALL TAG	CONSTRUCTION		
	DESCRIPTION	OVERALL THICKNESS	HEIGHT
1.1	5/8" GWB EXTERIOR SIDE ON 1-5/8" MTL. STUDS @ 16" O.C.	2 1/4"	6" ABOVE CEILING FINISH



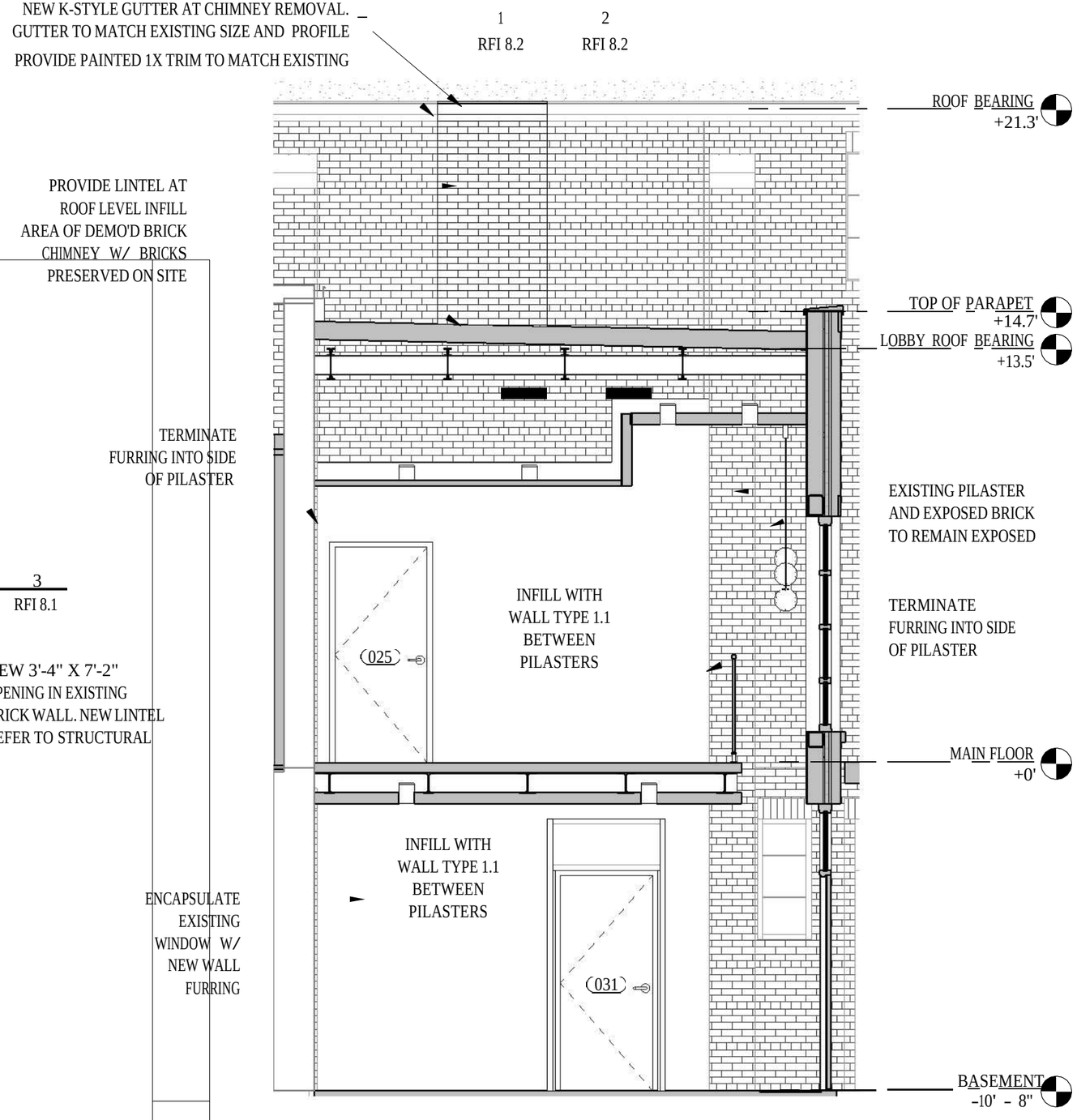
JAMB DETAIL - DOOR 025 IN NEW MASONRY OPENING

SCALE: 1 1/2" = 1'-0"



2 SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



1 SECTION THROUGH ADDITION - CALLOUT

SCALE: 1/4" = 1'-0"

MAURER architecture
919 829 4969

LENOIR HIGH SCHOOL GYMNASIUM
CHIMNEY DEMO CONCEALED CONDITIONS

MAURER ARCHITECTURE, PA
Registered Architectural Corporation
51562
North Carolina
RALEIGH, NC

ETHAN BENNETT PAGE
REGISTERED ARCHITECT
13651
NORTH CAROLINA
RALEIGH, NC

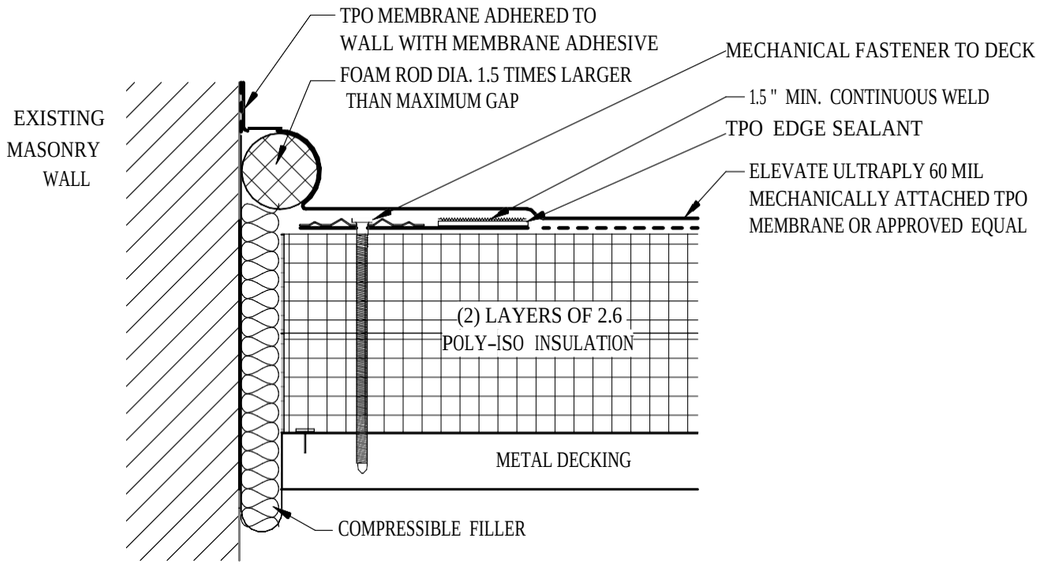
3-18-26

03/03/2026

RFI 8.1

As indicated

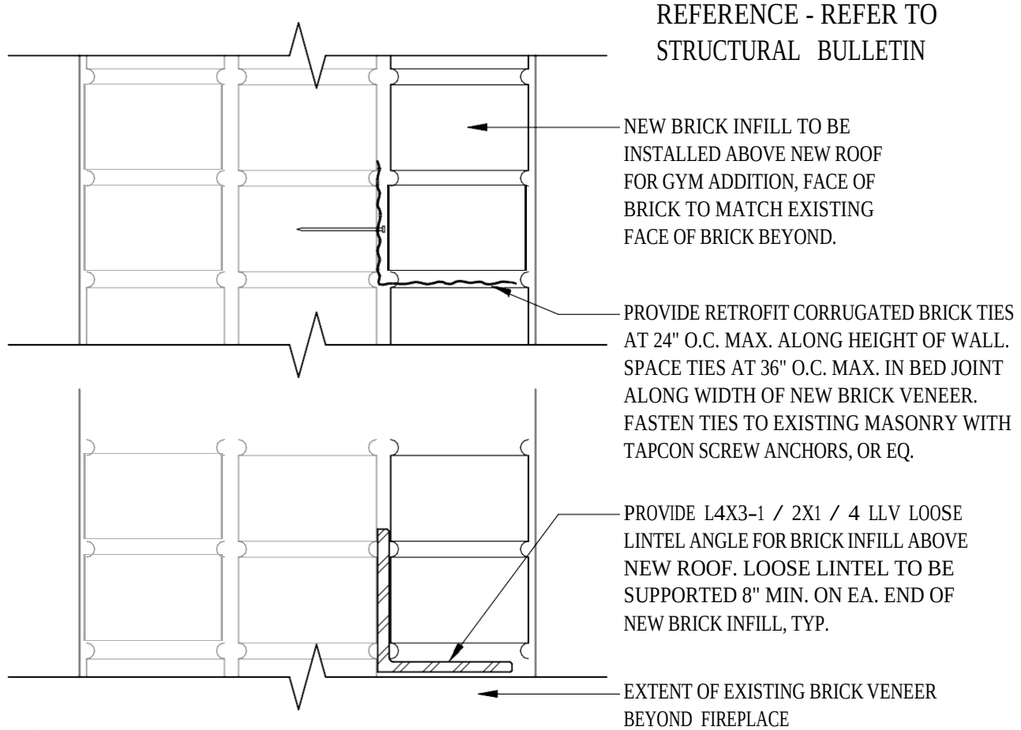
Docusign Envelope ID: 23AECCCE-70C1-83B6-81E4-4992657C8CA3



2 NEW TPO TO EXISTING BRICK WALL DETAIL

SCALE: 3" = 1'-0"

*SHOWN FOR
REFERENCE - REFER TO
STRUCTURAL BULLETIN



1 NEW BRICK VENEER

SCALE: 3" = 1'-0"

3" = 1'-0"

MAURER ARCHITECTURE, PA
Registered Architectural Corporation
51562
North Carolina
RALEIGH, NC

ETHAN BENNETT PAGE
REGISTERED ARCHITECT
13651
NORTH CAROLINA
RALEIGH, NC

3-18-26

MAURER architecture
919 829 4969

LENOIR HIGH SCHOOL GYMNASIUM
CHIMNEY DEMO CONCEALED CONDITIONS

03/03/2026

RFI 8.2

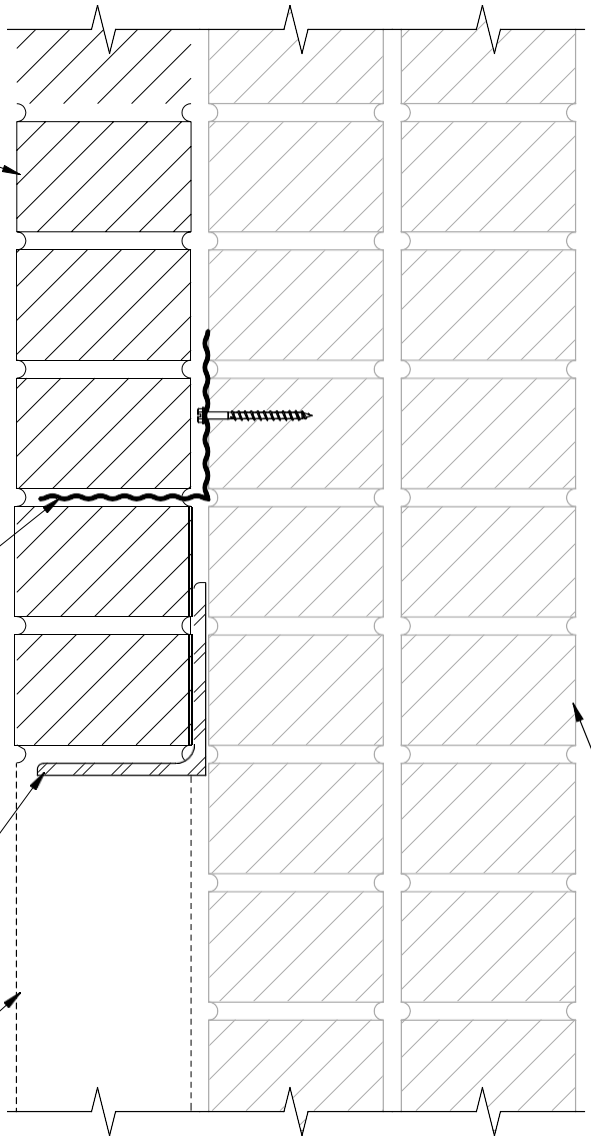
Docusign Envelope ID: 23AECCCE-70C1-83B6-81E4-4992657C8CA3

NEW BRICK INFILL TO BE INSTALLED ABOVE NEW ROOF FOR GYM ADDITION, FACE OF BRICK TO MATCH EXISTING FACE OF BRICK BEYOND. VERIFY HEIGHT OF NEW BRICK W./ARCH.

PROVIDE RETROFIT CORRUGATED BRICK TIES AT 24" O.C. MAX. ALONG HEIGHT OF WALL. SPACE TIES AT 36" O.C. MAX. IN BED JOINT ALONG WIDTH OF NEW BRICK VENEER. FASTEN TIES TO EXISTING MASONRY WITH TAPCON SCREW ANCHORS, OR EQ.

PROVIDE L4x3-1/2x1/4 LLV LOOSE LINTEL ANGLE FOR BRICK INFILL ABOVE NEW ROOF. LOOSE LINTEL TO BE SUPPORTED 8" MIN. ON EA. END OF NEW BRICK INFILL, TYP.

EXTENT OF EXISTING BRICK VENEER BEYOND FIREPLACE



MULTI-WYTHE MASONRY WALL BEYOND, TYP.

Digitally signed by Ashley Avery
Date: 2026.03.17 09:16:28 -04'00'

NORTH CAROLINA PROFESSIONAL SEAL 27415 ENGINEER ASHLEY R. AVERY

AVERY ENGINEERING

NC Firm License #P-0666

RFI#8 - BRICK LINTEL

LENOIR HIGH SCHOOL GYMNASIUM

1116 COLLEGE AVE. SW
LENOIR, NORTH CAROLINA

DATE:	2026.03.17
DRAWN BY:	LCH
AE PROJ. NO.:	AE.25093
DRAWING NO.:	SBD1

J.M. Cope, Inc.
199 S Cherry Road (29730)/ P.O. Box 4047
Rock Hill, South Carolina 29732
Phone: (803) 329-3250

Project: 24-055 - CITY OF LENOIR-CAMPUS IMPROVEMENTS
1114 COLLEGE AVE SW; 1116 College Ave SW; 1129 West Avenue NW
LENOIR, North Carolina 28645

Prime Contract Change Order #004: CE #022 - RFI 15 & 17 Electrical Changes

TO:	**Lenoir, City of** PO Box 958 / 801 West Avenue NW Lenoir, North Carolina 28645	**FROM:**	**JM Cope, Inc.** PO Box 4047 Rock Hill, South Carolina 29732
DATE CREATED:	7/15/2026	**CREATED BY:**	Hunter Galliher **(JM Cope, Inc.)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:	4 days	**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	1:The "Campus" Project	**TOTAL AMOUNT:**	$6,108.91

DESCRIPTION:
CE #022 - RFI 15 & 17 Electrical Changes
Change Event is for:

RFI 15: Fire Alarm:
RFI 15:
Owner has requested to remove the Panel A out of Room 009 in the plan south side of the building, and have everything included in Panel C in the plan north of the Contract Drawings.

Design Team to confirm if there is enough room in panel C for this as panels have already been released.

RFI 17: Basement Electrical Demolition:
RFI 17:
Currently E1.0 calls for the removal of all light fixtures, and devices in the old pottery room.
However due to the way the receptacles are being fed through the lights the removal of the lights will cause all but 1 receptacle to have new wiring ran to them.

E1.1 Key Note 1 calls for no new power work to be completed. Design Team to confirm if new wiring will be needed at these receptacles, or if everything as current existing conditions.

RFI 15 & RFI 17 Responses Received:
E1.0: Replace existing receptacles with new in place. See renovation plan.
E1.1: Key Note 1 - Replace all existing receptacles in this area with new conductors to be in conduit.
E3.1: Revised Panel Schedule for Panel A
E3.2: Revised Panel Schedule for Panels

ATTACHMENTS:
24-055-CITY_OF_LENOIR-CAMPUS_IMPROVEMENTS-17-Gym-Basement_Electrical_Demolition-2026-07-15.pdf, 24-055-CITY_OF_LENOIR-CAMPUS_IMPROVEMENTS-15-Gym-Fire_Alarm-2026-07-15.pdf, Sharp Copier_20260618_102720.pdf, 24132GYM-Electrical-REV2-2026-05-06 (1).pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
013	CE #022 - RFI 15 & 17 Electrical Changes	4 days	$6,108.91

PCCO #004

Total:	$6,108.91

CHANGE ORDER LINE ITEMS:

PCO # 013: CE #022 - RFI 15 & 17 Electrical Changes

#	Budget Code	Description	Amount	OH&P (5.00% Applies to All Line Items)	Subtotal
1	26-000.S ELECTRICAL GENERAL/SUB.SUBCONTRACTOR	RFI 15 & RFI 17	$5,818.01	$290.90	$6,108.91
		Subtotal:	**$5,818.01**	**$290.90**	**$6,108.91**
				Grand Total:	**$6,108.91**

The original (Contract Sum)	$43,000.00
Net change by previously authorized Change Orders	$5,143,646.00
The contract sum prior to this Change Order was	$5,186,646.00
The contract sum would be changed by this Change Order in the amount of	$6,108.91
The new contract sum including this Change Order will be	$5,192,754.91

The contract time will be increased by this Change Order by 4 days.

Base Contract Amount	$ 5,186,646.00	
PCCO 3	$ 10,046.48	
Revised Contract Total with PCCO 3	$ 5,196,692.48	
PCCO 4	$ 6,108.91	
Revised Contract Total with PCCO 3, 4	$ 5,202,801.39	

Lenoir, City of
PO Box 958 / 801 West Avenue NW
Lenior, North Carolina 28645

JM Cope, Inc.
PO Box 4047
Rock Hill, South Carolina 29732

DocuSigned by:
Ethan Page
18B17F8C7934447...

8/20/2026 | 7:19 AM PDT

SIGNATURE **DATE** | **SIGNATURE** **DATE** | **SIGNATURE** **DATE**

J.M. Cope, Inc.
199 S Cherry Road (29730)/ P.O. Box 4047
Rock Hill, South Carolina 29732
P: (803) 329-3250

Project: 24-055 CITY OF LENOIR-CAMPUS IMPROVEMENTS
1114 COLLEGE AVE SW; 1116 College Ave SW; 1129 West Avenue NW
LENOIR, North Carolina 28645

RFI #15: Gym - Fire Alarm

Revision	0	**Status**	Closed on 07/14/26
To	Clayton Johnson (Maurer Architecture) *(Response Required)* Atlantec /Imeg (Atlantec / IMEG) Ethan Page (Maurer Architecture) *(Response Required)*	**From**	Hunter Galliher (JM Cope, Inc.) 199 S Cherry Road Rock Hill, South Carolina 29732
Date Initiated	Mar 11, 2026	**Due Date**	Mar 14, 2026
Location		**Project Stage**	Course of Construction
Cost Impact	TBD	**Schedule Impact**	TBD
Spec Section		**Cost Code**	
Drawing Number	E1.1	**Reference**	
Linked Drawings			
Received From	David Coffey (City of Lenoir)		
Copies To	David Coffey (City of Lenoir), Jay Lyon (JM Cope, Inc.), David Maurer (Maurer Architecture)		

Activity

Question

Question from Hunter Galliher JM Cope, Inc. *on Wednesday, Mar 11, 2026 at 12:15 PM EDT*

Owner has requested to remove the panel A out of room 009 in the plan south side of the building, and have everything included in panel C in the plan north of the drawings.

Design Team to confirm if there is enough room in panel C for this as panels have already been released.

Official Response

Response from Ethan Page Maurer Architecture *on Friday, May 8, 2026 at 03:17 PM EDT*

See attached electrical drawings for pricing to eliminate extra meter.

Drawings also address basement RFI #17.

Attachments
24132GYM-Electrical-REV2-2026-05-06.pdf

All Replies

Response from Ethan Page Maurer Architecture *on Friday, May 8, 2026 at 03:17 PM EDT*

See attached electrical drawings for pricing to eliminate extra meter.

Drawings also address basement RFI #17.

Attachments
24132GYM-Electrical-REV2-2026-05-06.pdf

Response from Ethan Page Maurer Architecture *on Wednesday, Apr 29, 2026 at 10:45 AM EDT*

Per discussions with ownership, we'll move forward with remove the additional electrical service. Will refeed panel A from panel C. Service will be close to capacity, but can add additional panel in future if need arises.

Atlantec to provide revised drawings EOW.

Response from Clayton Johnson Maurer Architecture *on Wednesday, Apr 8, 2026 at 08:31 AM EDT*

Per conversation with David Coffey, existing Panel A is to remain in place. Goal from ownership is to remove additional service if possible. We want to explore possibility of refeeding the existing Panel A from Panel C while avoiding rewiring the existing fire alarm. Explore if this is a more cost effective option to moving Panel A over to Panel C as previously discussed.

Response from Atlantec /Imeg Atlantec / IMEG *on Friday, Mar 13, 2026 at 08:53 AM EDT*

THERE IS NOT ENOUGH ROOM TO HAVE PANEL A'S CIRCUITS INCLUDED INTO PANEL C.

Attachments
24-055-CITY_OF_LENOIR-CAMPUS_IMPROVEMENTS-15-Gym-Fire_Alarm-2026-03-11.pdf

J.M. Cope, Inc.
199 S Cherry Road (29730)/ P.O. Box 4047
Rock Hill, South Carolina 29732
P: (803) 329-3250

Project: 24-055 CITY OF LENOIR-CAMPUS IMPROVEMENTS
1114 COLLEGE AVE SW; 1116 College Ave SW; 1129 West Avenue NW
LENOIR, North Carolina 28645

RFI #17: Gym - Basement Electrical Demolition

Revision	0	**Status**	Closed on 07/14/26
To	Clayton Johnson (Maurer Architecture) *(Response Required)* Atlantec /Imeg (Atlantec / IMEG) Ethan Page (Maurer Architecture) *(Response Required)*	**From**	Hunter Galliher (JM Cope, Inc.) 199 S Cherry Road Rock Hill, South Carolina 29732
Date Initiated	Mar 11, 2026	**Due Date**	Mar 14, 2026
Location		**Project Stage**	Course of Construction
Cost Impact	TBD	**Schedule Impact**	
Spec Section		**Cost Code**	
Drawing Number	E1.0, E1.1	**Reference**	
Linked Drawings			
Received From	Hunter Galliher (JM Cope, Inc.)		
Copies To	David Coffey (City of Lenoir), Jay Lyon (JM Cope, Inc.), David Maurer (Maurer Architecture)		

Activity

Question

Question from Hunter Galliher JM Cope, Inc. *on Wednesday, Mar 11, 2026 at 12:34 PM EDT*

Currently E1.0 calls for the removal of all light fixtures, and devices in the old pottery room.
However due to the way the receptacles are being fed through the lights the removal of the lights will cause all but 1 receptacle to have new wiring ran to them.

E1.1 Key Note 1 calls for no new power work to be completed. Design Team to confirm if new wiring will be needed at these receptacles, or if everything as current existing conditions.

Attachments
a35a391e-70f2-4081-bcc6-34756a74a0c8.pdf

Official Response

Response from Ethan Page Maurer Architecture *on Friday, May 8, 2026 at 03:18 PM EDT*

See attached drawings addressing basement electrical scope.

Note: Duplicate drawing upload from RFI #15.

Attachments
24132GYM-Electrical-REV2-2026-05-06.pdf

All Replies

Response from Ethan Page Maurer Architecture *on Friday, May 8, 2026 at 03:18 PM EDT*

See attached drawings addressing basement electrical scope.

Note: Duplicate drawing upload from RFI #15.

Attachments
24132GYM-Electrical-REV2-2026-05-06.pdf

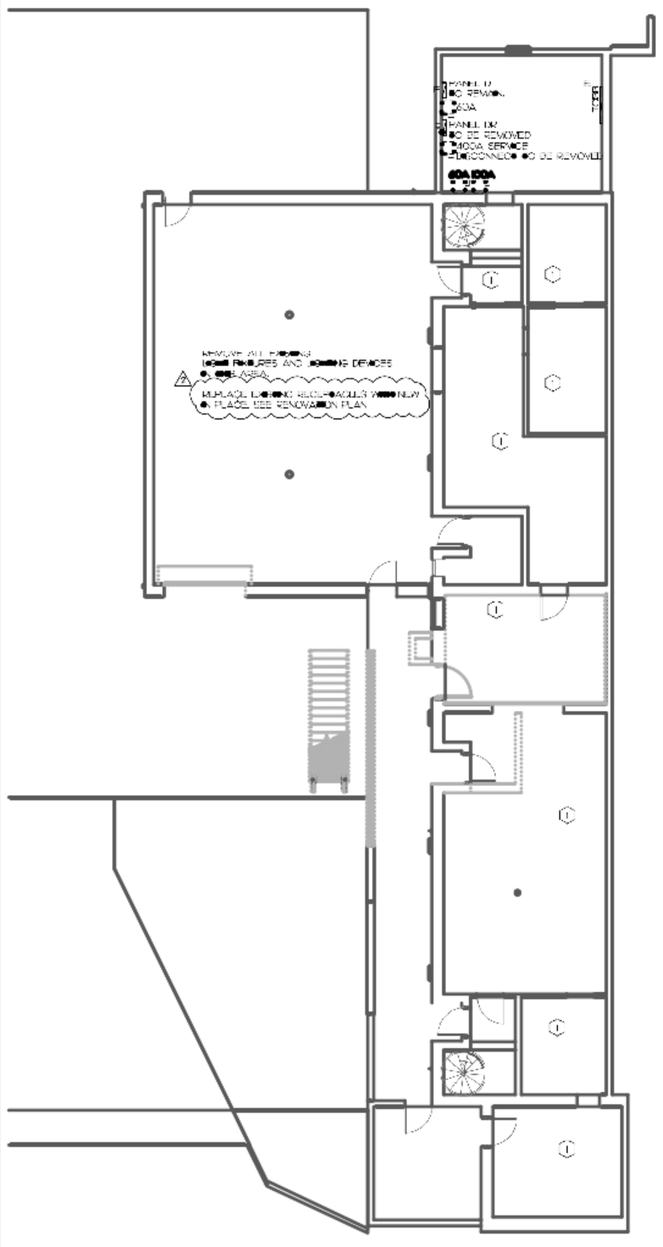
Response from Clayton Johnson Maurer Architecture *on Wednesday, Apr 8, 2026 at 08:37 AM EDT*

Per ownership, there is a discussion with the City Manager to be had on possible programming. Work on electrical in this area to be at minimum: moving any loose wiring into conduit, providing minimal lighting and outlets per code. Final decision on lighting and outlet layout to be discussed with ownership post their discussion with City Manager.

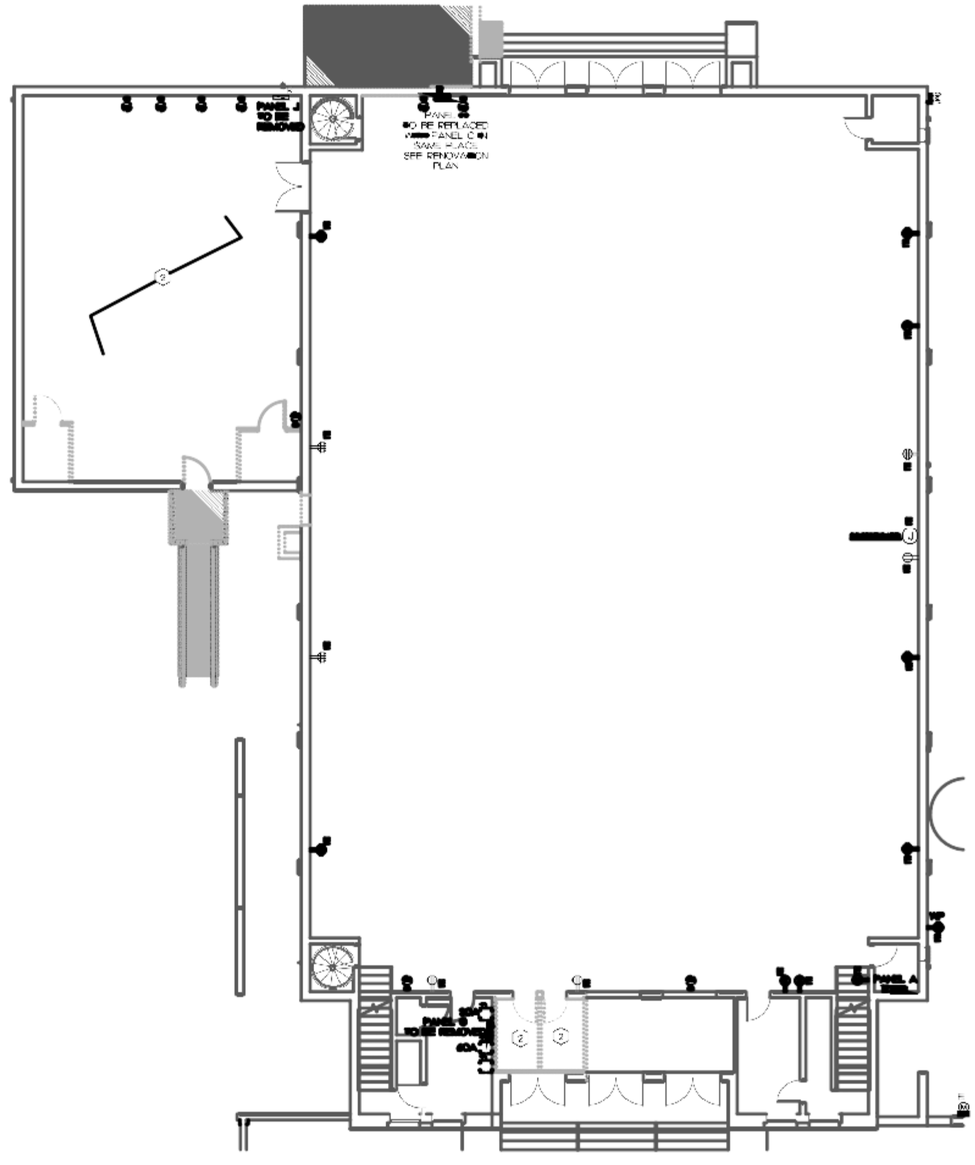
Response from Atlantec /Imeg Atlantec / IMEG *on Friday, Mar 13, 2026 at 08:57 AM EDT*

OWNER/ARCHITECT TO CONFIRM IF EXISTING CONDITIONS ARE TO REMAIN OR IF NEW WORK IS TO BE DONE.

Attachments
24-055-CITY_OF_LENOIR-CAMPUS_IMPROVEMENTS-17-Gym-Basement_Electrical_Demolition-2026-03-11.pdf



1 BASEMENT DEMOLITION PLAN



2 MAIN FLOOR DEMOLITION PLAN

KEY NOTES

1. NO WORK IN THIS AREA.
2. REMOVE ALL ELECTRICAL DEVICES IN THIS AREA.

MAURER architecture
919 829 4969
115 1/2 E. Hargett St
Suite 300
Raleigh, NC 27601
maurerarchitecture.com

ATLANTEC ENGINEERS, PA
IMEG
3221 BLUE RIDGE ROAD, SUITE 113
RALEIGH, NC 27612
(919) 571-1111
3432

IMEG CONSULTANTS CORP. NORTH CAROLINA PROFESSIONAL CORPORATION No. F-1507

Alex Bowling
NORTH CAROLINA PROFESSIONAL SEAL 058287 ENGINEER ALEX R. BOWLING
3/6/2026

PROJECT TYPE: LEVEL III ALTERATION - HISTORIC BUILDING

LENOIR HIGH SCHOOL GYMNASIUM

1116 COLLEGE AVE. SW, LENOIR, NC

DATE	07.25.2025
DR.	AB
CH.	AB
PROJ. #	24037.1

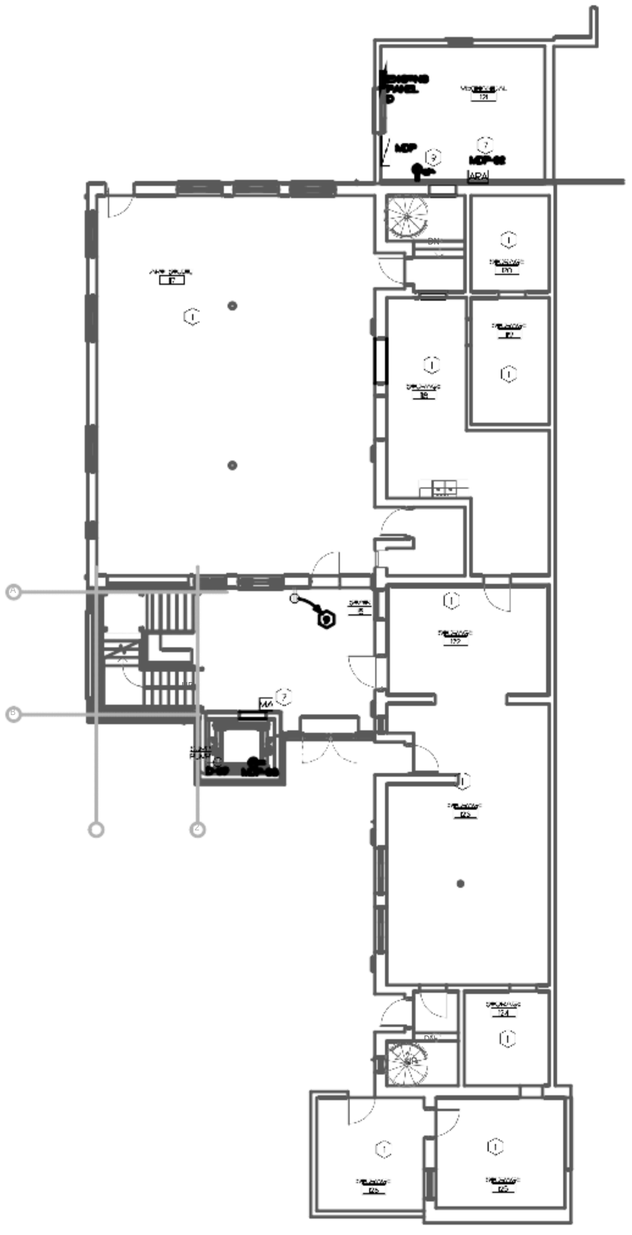
REVISIONS

NO.	DESCRIPTION	DATE
1	HVAC VE REVISIONS	3/30/26
2	REVISON 2	5/06/26

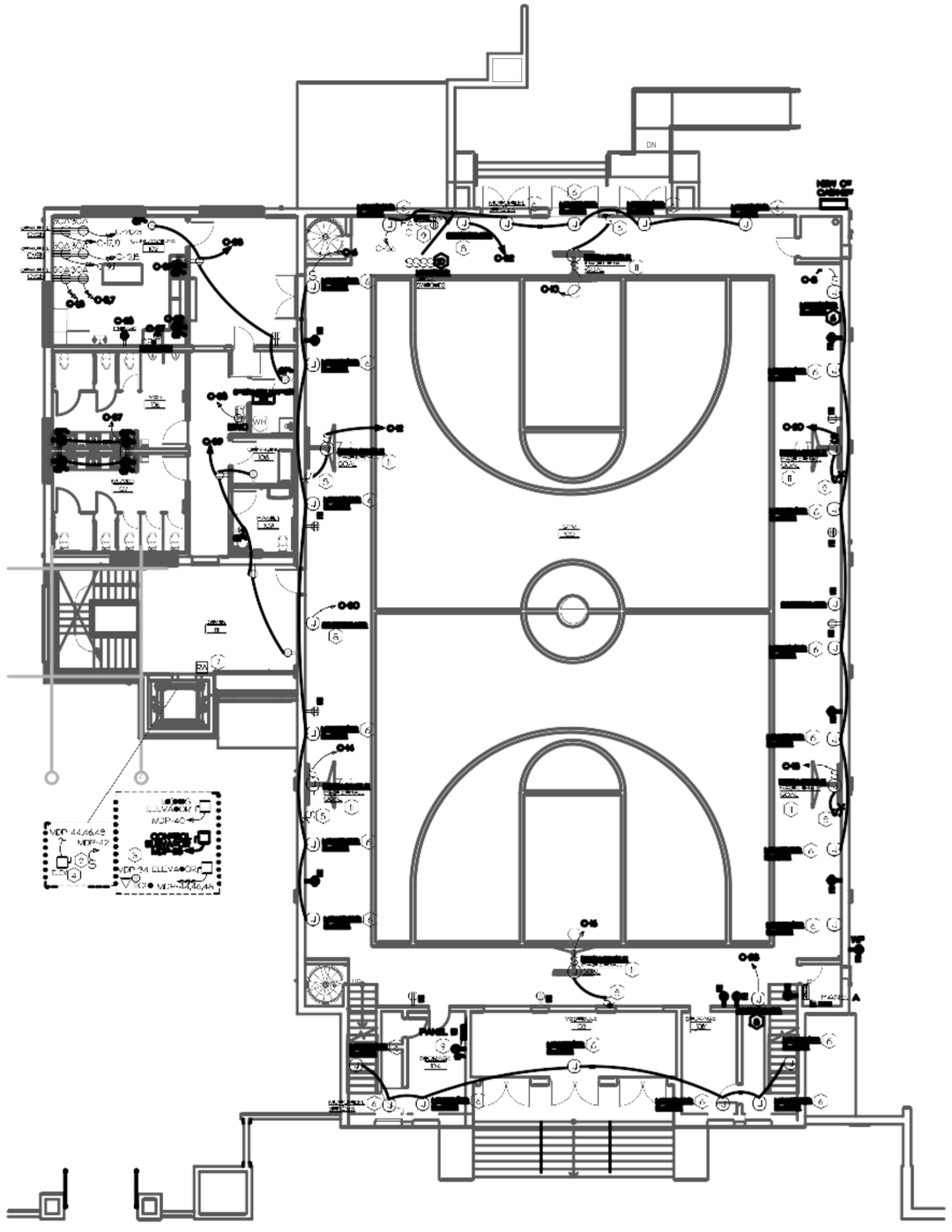
ELECTRICAL DEMOLITION PLAN

E1.0

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1 BASEMENT RENOVATION PLAN



2 MAIN FLOOR RENOVATION PLAN

KEY NOTES

1. REPLACE ALL EXISTING RECEPTACLES IN THIS AREA WITH NEW. ALL CONDUCTORS TO BE IN CONDUIT. FIELD VERIFY.
2. DISCONNECT AND REMOVE ALL EXISTING EQUIPMENT AND WIRING.
   - CONSERVE THE DISCONNECTION AT LANDING CONTROL SPACE
   - FEE ELEVATOR SUBMITTAL FOR COORDINATION PRIOR TO ROUGH-IN.
   - PATCH AND MAKE GOOD TO FOR FLOOR OF DOOR WAY.
   - PROVIDE NEW AUXILIARY DRY CONTACT FOR ELEVATOR ALSO EVACUATION.
3. VERIFY ELEVATOR CONTROLLER LOCATION, AT EACH LANDING WITH ELEVATOR SHOP DRAWINGS. PROVIDE FUSED DISCONNECT WITH CURRENT LIMITING FUSES. ENSURE POWER DISCONNECT IS FULLY ACCESSIBLE.
4. FIELD VERIFY ELEVATOR MOTOR DATA PRIOR TO PURCHASING ANY ELECTRICAL EQUIPMENT.
5. DEFY SAFETY FOR DOOR CONTROLS, PROVIDED BY DOOR SUPPLIER MOUNTED AND WIRED BY THE ELECTRICAL CONTRACTOR, FIELD COORDINATE EXACT LOCATION.
6. FIELD COORDINATE EXACT LOCATION AND CONNECTION REQUIREMENTS WITH EQUIPMENT VENDOR. COORDINATE WINDOWS SHADES AND ALL ASSOCIATED DEVICES ARE AN ADD ALTERNATE.
7. SEE SHEET E1.2 FOR AREA OF RESCUE DETAIL.
8. JUNCTION BOX FOR FUTURE SOUNDBOARD, FIELD COORDINATE EXACT LOCATION WITH OWNER/ARCHITECT.
9. CONNECT TO EXISTING BOX UNLESS NOTED ABOVE.
10. COORDINATE EXACT SCREENING AND PROGRAMMING WITH OWNER/APPOINTED AND EQUIPMENT MANUFACTURER. FIELD COORDINATE EXACT LOCATION, SHADES AND ALL ASSOCIATED DEVICES ARE AN ADD ALTERNATE.
11. FIELD COORDINATE EXACT LOCATION AND CONNECTIONS REQUIREMENTS OF BASKETBALL GOAL WITH EQUIPMENT MANUFACTURER.

NOTES

1. COORDINATE WITH ARCHITECT FOR SURFACE MOUNTING DEVICES AND CONDUIT AS CHASE WALLS.
2. FIELD COORDINATE EXACT MOUNTING HEIGHT OF ALL DEVICES PRIOR TO ROUGH-IN.
3. MOCKUP SHOWS FOR UPPER WINDOWS AND ALL ASSOCIATED DEVICES, PAINT, ETC. ARE AN ADD ALTERNATE.

MAURER architecture
919 829 4969
115 1/2 E. Hargett St
Suite 300
Raleigh, NC 27601
maurerarchitecture.com

ATLANTEC ENGINEERS, PA
IMEG
3221 BLUE RIDGE ROAD, SUITE 113
RALEIGH, NC 27612
(919) 571-1111
24032

NORTH CAROLINA PROFESSIONAL CORPORATION — IMEG CONSULTANTS CORP. No. F-1507

Alex Bowling

NORTH CAROLINA PROFESSIONAL SEAL 058287 ENGINEER ALEX R. BOWLING

5/6/2026

PROJECT TYPE: LEVEL III ALTERATION - HISTORIC BUILDING

LENOIR HIGH SCHOOL GYMNASIUM

1116 COLLEGE AVE. SW, LENOIR, NC

DATE	07.25.2025
DR.	AB
CH.	AB
PROJ. #	24037.1

REVISIONS

NO.	DESCRIPTION	DATE
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2	REVISON 2	5/06/26

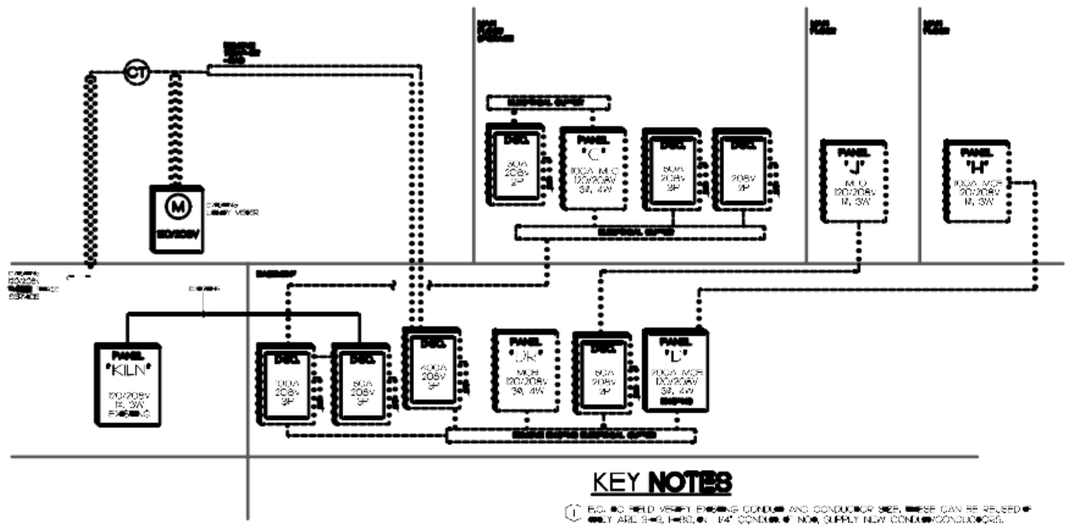
ELECTRICAL RENOVATION PLAN

E1.1

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3221 BLUE RIDGE ROAD, STE 113
RALEIGH, NC 27612
P: 919.571.1111

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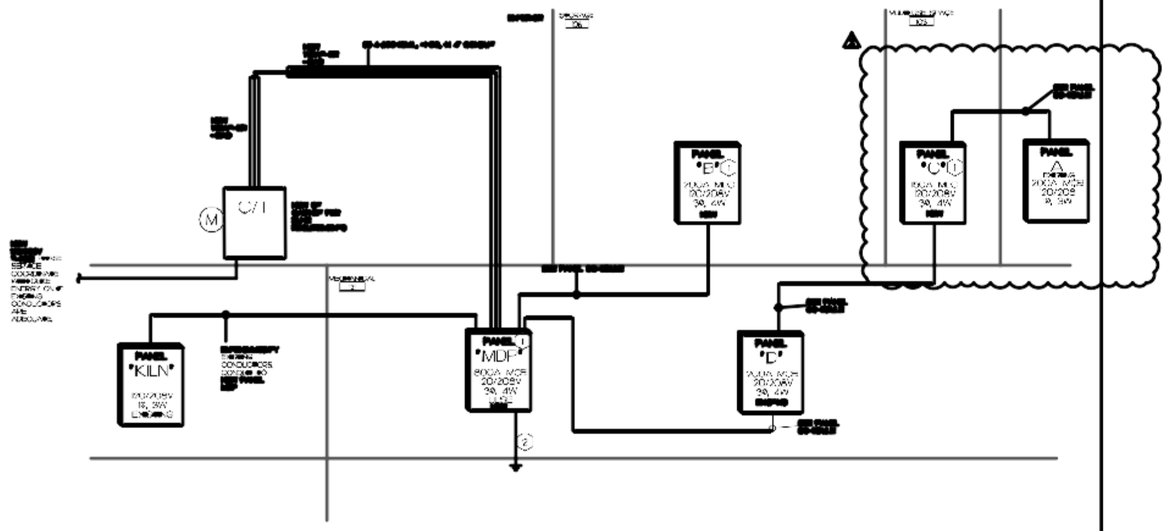
3 PHASE DEMOLITION POWER RISER



KEY NOTES

1. P.C. TO FIELD VERIFY EXISTING CONDUIT AND CONDUCTOR SIZE. WIRE CAN BE REUSED IF ONLY ARE SAME, I.E. 3/4" CONDUIT & #10 SUPPLY NEW CONDUCTORS/CONDUITS.

3 PHASE RENOVATION POWER RISER



KEY NOTES

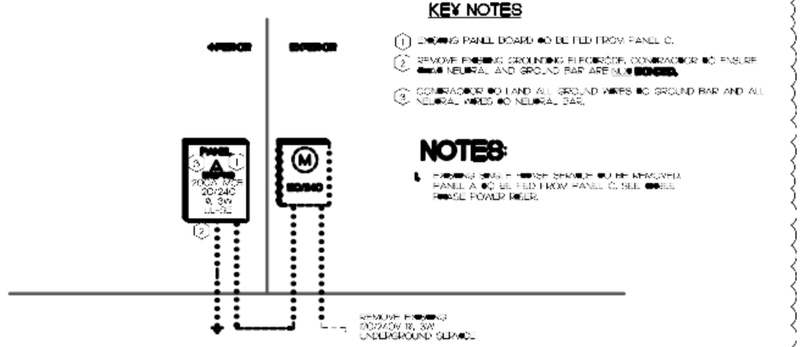
1. NEW PANEL BOARD. SEE PANEL SCHEDULE
2. PROVIDE NEW EMT CONDUIT AS NEEDED
   - REUSE EXISTING 3/4" TO BUILDING STEEL, CMU, MASONRY AND SPRINKLER PIPE

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0 1 2 3

SINGLE PHASE DEMOLITION POWER RISER



PANEL A FED FROM 60A BREAKER IN PANEL C — 120/208V, 1 PHASE, 3 WIRE

CKT	DESCRIPTION	KVA	C	G	W	CB	CKT	CKT	CB	W	G	C	KVA	DESCRIPTION	CKT
1	REC AROUND WALL LTS	0.4	C	☐	C	20	1	2	20	E	C	☐	0.2	CIR 12 REC WALL	3
3	CIR 8 REC WALL	0.4	F	☐	F	20	3	4	20	F	F	☐	0.2	CIR 11 REC WALL	4
5	CIR 6 REC WALL	0.4	C	☐	C	20	5	6	20	E	C	☐	0.2	CIR 5 REC WALL	6
7	CIR 9 REC WALL	0.4	H	☐	H	20	7	8	20	H	H	☐	0.2	CIR 10 REC WALL	8
9	CIR 2 REC WALL	0.4	E	☐	E	20	9	10	20	E	E	☐	0.2	CIR 13 REC WALL	10
11	CIR 1 REC WALL	0.4	C	☐	C	20	11	12	20	E	C	☐	0.2	CIR 14 REC WALL	12
13	CIR 9 REC WALL	0.4	H	☐	H	20	13	14	20	H	H	☐	0.2	CIR 9 REC WALL	14
15	CIR 4 REC WALL	0.4	C	☐	C	20	15	16	20	E	C	☐	0.2	CIR 10 REC WALL	16
17	SPARE	NO PLG				30	17	18	20	H	H	☐	1.0	SPACE/RESERVED	18
19		0.0				SP	19	20	20	E	E	☐	0.2	REC AT COMP ROOM	20
21	CIR 7 REC LIGHT	0.4	E	☐	E	20	21	22	30	E	E	☐	0.5	NOTE 2 FIRE ALARM	22
23	REC 2	0.4	H	☐	H	20	23	24					2.0	SPACE ONLY	24
25	REC 3	0.4	E	☐	E	20	25	26					2.0	SPACE ONLY	26
27	REC 4	0.4	H	☐	H	20	27	28					2.0	SPACE ONLY	28
29	REC 5	0.4	E	☐	E	20	29	30					2.0	SPACE ONLY	30
31	C.T. REC	0.4	C	☐	C	20	31	32					2.0	SPACE ONLY	32
33	N/A	0.0					33	34					2.0	N/A	34
35	N/A	0.0					35	36					2.0	N/A	36
37	N/A	0.0					37	38					2.0	N/A	38
39	N/A	0.0					39	40					2.0	N/A	40
41	N/A	0.0					41	42					2.0	N/A	42

DESCRIPTION	CONNECTED KVA	DEMAND FACTOR	DEMAND KVA
CONT. LOAD	0.00	125%	0.00
RECEPTACLE	9.26	100%/50%	9.29
MISC/OTHERS	7.00	80%	5.60
HEATS	0.00	100%	0.00
WATER HEATER	0.00	100%	0.00
EQUIPMENT	0.50	100%	0.50
KITCHEN EQUIP	0.00	65%	0.00
SPECIAL EQ	0.00	100%	0.00
25% OF LARGEST MOTOR/MOTOR			0.00
TOTAL DEMAND			9.39

200 A MINIMUM BUS SIZE
200 A MAIN CIRCUIT BREAKER
10 K MINIMUM AIC RATING
NEW FEED FROM 100A BREAKER IN PANEL C

SURFACE MOUNTING
NEMA 1 ENCLOSURE
GROUND BAR
REMOVE NEUTRAL TO GROUND BOND

NOTES
1. CUTLER HAMMER, 'E' INDICATES EXISTING.
2. PROVIDE WITH LOCK ON PROVISION AND IDENTIFICATION PER NEC 702.41
3. MAIN AVAILABLE FAULT TO BE CALCULATED
4.
5.

CONNECTED LOADS

PHASE B:	5.5 KVA
PHASE C:	4.3 KVA
TOTAL:	9.8 KVA
DEMAND	9.8 KVA

MAURER architecture
919 829 4969
115 1/2 E. Hargett St
Suite 300
Raleigh, NC 27601
maurerarchitecture.com

ATLANTEC ENGINEERS, PA
IMEG
3221 BLUE RIDGE ROAD, SUITE 113
RALEIGH, NC 27612
(919) 571-1111
3432

NORTH CAROLINA PROFESSIONAL CORPORATION — IMEG CONSULTANTS CORP. No. F-1507

Alex Bowling

NORTH CAROLINA PROFESSIONAL SEAL 058287 ENGINEER ALEX R. BOWLING

5/6/2026

PROJECT TYPE: LEVEL III ALTERATION - HISTORIC BUILDING

LENOIR HIGH SCHOOL GYMNASIUM

1116 COLLEGE AVE. SW, LENOIR, NC

DATE	07.25.2025
DR.	AB
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REVISIONS

NO.	DESCRIPTION	DATE
1	HVAC VE REVISIONS	3/30/26
2	REVISON 2	5/06/26

POWER RISERS

E3.1

PANEL MDP

120/208V, 3 PHASE, 4 WIRE

CKT	DESCRIPTION	KVA	C	G	W	CB	CKT		CKT	CB	W	G	C	KVA	DESCRIPTION	CKT
1	KILN NOTE 3	0.0	1	10	6	60	1	A	2	40	E	E	E	2.5	NOTE 2 FORMERLY 'DR' MAIN CIRCUIT	2
3		0.0			6	2P	3	B	4	2P	E			2.5		4
5	KILN NOTE 3	0.0	1	10	6	60	5	C	6	50	E	E	E	3.1	NOTE 2 FORMERLY 'DR' RANGE CIRCUIT	6
7		5.0			6	2P	7	A	8	2P	E			3.1	FEEDS SUBPANEL IN BASEMENT	8
9	RTU-5	12.1	2	6	1	125	9	B	10	20	E	E	E	1.0	NOTE 2 EXISTING	10
11		12.1			1	3P	11	C	12	20	E	E	E	1.0	NOTE 2 EXISTING	12
13		12.1			1		13	A	14	20	E	E	E	1.0	NOTE 2 EXISTING	14
15	SPACE ONLY	0.0					15	B	16	15	E	E	E	0.5	NOTE 2 EXISTING	16
17	SPACE ONLY	0.0					17	C	18	20	12	12	1/2	0.4	REC EXTERIOR	18
19	SPACE ONLY	0.0					19	A	20	35	8	10	1	2.3	HP-3	20
21	SPACE ONLY	0.0					21	B	22	3P	8			2.3		22
23	ELEV CTRL	0.5	1/2	12	12	20	23	C	24		8			2.3		24
25	PANEL B	24.6	2	6	3/0	200	25	A	26					0.0	SPACE ONLY	26
27		25.5			3/0	3P	27	B	28					0.0	SPACE ONLY	28
29		18.4			3/0		29	C	30	20	12	12	1/2	0.1	ELEV PIT LTS	30
31	PANEL D	23.3	2	6	3/0	200	31	A	32	20	12	12	1/2	0.5	AREA OF RESCUE	32
33		26.6			3/0	3P	33	B	34	20	12	12	1/2	0.2	ELEV REC	34
35		26.2			3/0		35	C	36	20				0.0	SPARE	36
37	AHU-3	4.3	1	10	8	45	37	A	38	20	12	12	1/2	0.2	ELEV REC	38
39		4.3			8	3P	39	B	40	20	12	12	1/2	0.5	ELEVATOR LTS	40
41		4.3			8		41	C	42	20	12	12	1/2	0.1	HOISTWAY LIGHT	42
43	RTU-2	8.8	2	8	3	100	43	A	44	60	6	10	1	5.6	ELEVATOR	44
45		8.8			3	3P	45	B	46	3P	6			5.6		46
47		8.8			3		47	C	48		6			5.6		48
49	N/A	0.0					49	A	50					0.0	N/A	50
51	N/A	0.0					51	B	52					0.0	N/A	52
53	N/A	0.0					53	C	54					0.0	N/A	54

DESCRIPTION	CONNECTED KVA	DEMAND FACTOR	DEMAND KVA
CONT. LOAD	8.39	125%	10.49
RECEPTACLE	32.84	100%/50%	21.42
MTRS/COOLS	129.22	90%	116.30
HEATS	28.90	80%	23.12
WATER HEATER	7.50	100%	7.50
EQUIPMENT	61.30	100%	61.30
KITCHEN EQUIP.	12.85	65%	8.35
SPECIAL EQ.	0.00	100%	0.00
25% OF LARGEST HVAC/MOTOR			9.10
TOTAL DEMAND			257.58

800 A MINIMUM BUS SIZE
800 A MAIN CIRCUIT BREAKER
42 K MINIMUM AIC RATING

SURFACE MOUNTING
NEMA 1 ENCLOSURE
GROUND BAR
UL LISTED FOR USE AS SERVICE EQUIPMENT

NOTES
1. SQUARE D: ILINE. 'E' INDICATES CIRCUIT FROM A REMOVED PANEL.
2. CIRCUIT FROM PANEL 'DR'.EXTEND/MODIFY CONDUCTORS/CONDUIT AS NEEDED.
3. CIRCUIT FROM 60A/3P BREAKER BESIDE 100A/3P DISCONNECT. EXTEND/MODIFY CONDUCTORS/CONDUIT AS NEEDED.
4.

CONNECTED LOADS	
PHASE A:	98.3 KVA
PHASE B:	94.9 KVA
PHASE C:	87.8 KVA
TOTAL:	281 KVA
DEMAND	715 AMP

PANEL D

FED FROM 200A BREAKER IN PANEL MDP IN BASEMENT

120/208V, 3 PHASE, 4 WIRE

CKT	DESCRIPTION	KVA	C	G	W	CB	CKT		CKT	CB	W	G	C	KVA	DESCRIPTION	CKT
1	CONDENSATE PUMP	0.5	1/2	12	12	20	1		2					0.0	NOTE 3 SPACE ONLY	2
3	EXISTING	0.5	E	E	E	15	3		4					0.0		4
5	EXISTING	0.5	E	E	E	20	5		6	15	E	E	E	1.2	AC	6
7	EXISTING	0.5	E	E	E	20	7		8	2P	E			1.2		8
9	EXISTING	0.5	E	E	E	20	9		10	30	E	E	E	0.5	EXISTING	10
11	EXISTING	0.5	E	E	E	20	11		12	30	E	E	E	0.5	NOTE 2 EXISTING	12
13	EXISTING	0.5	E	E	E	20	13		14	30	E	E	E	0.5	EXISTING	14
15	EXISTING	0.5	E	E	E	20	15		16	20	E	E	E	0.5	REC	16
17	EXISTING	0.5	E	E	E	20	17		18	20	E	E	E	0.5	EXISTING	18
19	EXISTING	3.0	E	E	E	40	19		20	20	E	E	E	0.5	EXISTING	20
21		3.0			E	3P	21		22	20	E	E	E	0.5	EXISTING	22
23		3.0			E		23		24	20	E	E	E	0.5	EXISTING	24
25	EXISTING	1.0	E	E	E	30	25		26	20	E	E	E	0.5	GAS HTRS	26
27	EXISTING	0.5	E	E	E	20	27		28	20	E	E	E	0.5	EXISTING	28
29	EXISTING	0.5	E	E	E	20	29		30	20	E	E	E	0.5	EXISTING	30
31	EXISTING	0.5	E	E	E	20	31		32					0.0	SPACE ONLY	32
33	EXISTING	0.5	E	E	E	20	33		34					0.0	SPACE ONLY	34
35	EXISTING	0.5	E	E	E	20	35		36					0.0	SPACE ONLY	36
37	LTS STAIR 115	0.2	1/2	12	12	20	37		38	150	1/0	6	2	14.3	NOTE 4 PANEL C	38
39	SUMP PUMP NOTE 5	0.5	1/2	12	12	20	39		40	3P	1/0			18.6		40
41	SPACE ONLY	0.0					41		42		1/0			17.4		42

DESCRIPTION	CONNECTED KVA	DEMAND FACTOR	DEMAND KVA
CONT. LOAD	1.88	125%	2.36
RECEPTACLE	24.48	100%/50%	17.24
MTRS/COOLS	20.25	100%	20.25
HEATS	0.00	80%	0.00
WATER HEATER	0.00	100%	0.00
EQUIPMENT	16.60	80%	13.28
KITCHEN EQUIP.	12.85	65%	8.35
SPECIAL EQ.	0.00	100%	0.00
25% OF LARGEST HVAC/MOTOR			0.00
TOTAL DEMAND			61.48

200 A MINIMUM BUS SIZE
200 A MAIN CIRCUIT BREAKER
10 K MINIMUM AIC RATING

SURFACE MOUNTING
NEMA 1 ENCLOSURE
GROUND BAR

NOTES
1. 'E' INDICATES EXISTING.
2. VERIFY EXISTING BREAKER IS 30A. PROVIDE NEW BREAKER TO MATCH.
3. MADE AVAILABLE DUE TO DEMOLTION
4. PROVIDE NEW BREAKER
5. PROVIDE GFI BREAKER

CONNECTED LOADS	
PHASE A:	23.3 KVA
PHASE B:	26.6 KVA
PHASE C:	26.2 KVA
TOTAL:	76.1 KVA
DEMAND	171 AMP

PANEL B

FED FROM 200A DISCONNECT IN BASEMENT

120/208V, 3 PHASE, 4 WIRE

CKT	DESCRIPTION	KVA	C	G	W	CB	CKT		CKT	CB	W	G	C	KVA	DESCRIPTION	CKT
1	GYM BATHROOM NOTE 2	0.5	E	E	E	20	1		2	20	E	E	E	1.0	NOTE 2 EXISTING	2
3	HALLWAY NOTE 2	0.5	E	E	E	20	3		4	20	E	E	E	1.0	NOTE 2,3 EXISTING	4
5	EXISTING NOTE 2	1.0	E	E	E	20	5		6	20	E	E	E	0.5	NOTE 2 REC WALL	6
7	OFFICE NOTE 2	0.5	E	E	E	20	7		8	20	E	E	E	0.5	NOTE 2 BATHROOMS	8
9	WATER HEATER NOTE 2	1.5	E	E	E	20	9		10	20	E	E	E	1.5	NOTE 2 LIGHTS	10
11	LIGHTS NOTE 2	1.5	E	E	E	20	11		12	20	E	E	E	1.5	NOTE 2 CEILING HEATERS	12
13	EXISTING NOTE 2	1.0	E	E	E	30	13		14	30	E	E	E	2.5	NOTE 2 LTS	14
15	EXISTING NOTE 2	1.0	E	E	E	30	15		16	20	E	E	E	5.0	NOTE 2 EXISTING	16
17	OFFICE/WALL REC NOTE 2	0.5	E	E	E	20	17		18	20	E	E	E	0.0	NOTE 2 WIFI REC	18
19	EXISTING NOTE 4	1.5	E	E	E	30	19		20	25	10	10	3/4	2.0	WH-1	20
21	EXISTING NOTE 4	1.5	E	E	E	30	21		22	3P	10			2.0		22
23	AHU-4	4.3	1	10	8	45	23		24		10			2.0		24
25		4.3			8	3P	25		26	35	8	10	1	2.3	HP-4	26
27		4.3			8		27		28	3P	8			2.3		28
29	LTS GYM	0.6	1/2	12	12	20	29		30		8			2.3		30
31	LTS GYM	0.6	1/2	12	12	20	31		32	40	8	10	1	3.7	HP-1	32
33	LTS GYM	0.6	1/2	12	12	20	33		34	2P	8			3.7		34
35	AHU-6	3.2	1	10	8	40	35		36	20	12	12	1/2	1.0	HP-6	36
37		3.2			8	2P	37		38	2P	12			1.0		38
39	CONDENASTE PUMP	0.5	1/2	12	12	20	39		40					0.0	SPACE ONLY	40
41	SPARE	0.0				20	41		42					0.0	SPACE ONLY	42
43	SPARE	0.0				20	43		44					0.0	SPACE ONLY	44
45	SPARE	0.0				20	45		46					0.0	SPACE ONLY	46
47	SPARE	0.0				20	47		48					0.0	SPACE ONLY	48
49	SPARE	0.0				20	49		50					0.0	SPACE ONLY	50
51	SPARE	0.0				20	51		52					0.0	SPACE ONLY	52
53	SPARE	0.0				20	53		54					0.0	SPACE ONLY	54

DESCRIPTION	CONNECTED KVA	DEMAND FACTOR	DEMAND KVA
CONT. LOAD	6.41	125%	8.01
RECEPTACLE	8.00	100%/50%	8.00
MTRS/COOLS	19.48	80%	15.58
HEATS	18.10	80%	14.48
WATER HEATER	7.50	100%	7.50
EQUIPMENT	9.00	100%	9.00
KITCHEN EQUIP.	0.00	65%	0.00
SPECIAL EQ.	0.00	100%	0.00
25% OF LARGEST HVAC/MOTOR			3.25
TOTAL DEMAND			65.82

200 A MINIMUM BUS SIZE
MAIN LUGS ONLY
10 K MINIMUM AIC RATING
FED FROM 200A DISCONNECT IN BASEMENT

SURFACE MOUNTING
NEMA 1 ENCLOSURE
GROUND BAR

NOTES
1. SQUARE D: NQ. 'E' INDICATES AN EXISTING CIRCUIT FROM A REMOVED PANEL.
2. CIRCUIT FROM PANEL 'G'.EXTEND/MODIFY CONDUCTORS/CONDUIT AS NEEDED.
3. E.C TO VERIFY EXISTING BREAKER IN PANEL 'G'. NEW BREAKER TO MATCH.
4. CIRCUIT IS FROM 30A DISCONNECT LOCATED BESIDE PANEL 'G'.
5.

CONNECTED LOADS	
PHASE A:	24.6 KVA
PHASE B:	25.5 KVA
PHASE C:	18.4 KVA
TOTAL:	68.5 KVA
DEMAND	183 AMP

PANEL C

FED FROM 150A BREAKER IN PANEL D IN BASEMENT

120/208V, 3 PHASE, 4 WIRE

CKT	DESCRIPTION	KVA	C	G	W	CB	CKT		CKT	CB	W	G	C	KVA	DESCRIPTION	CKT
1	STACKED OVEN NOTE 2	1.0	3/4	10	10	30	1		2	20	12	12	1/2	0.5	MENS SENSORS	2
3		1.0			10	2P	3		4	20	12	12	1/2	0.5	WOMENS SENSORS	4
5	STACKED OVEN NOTE 2	1.0	3/4	10	10	30	5		6	20	12	12	1/2	1.5	NOTE 3 MOTORIZED SHADES	6
7		1.0			10	2P	7		8	20	12	12	1/2	1.5	NOTE 3 MOTORIZED SHADES	8
9	STACKED OVEN NOTE 2	1.0	3/4	10	10	30	9		10	20	12	12	1/2	1.5	BASKETBALL GOAL	10
11		1.0			10	2P	11		12	20	12	12	1/2	1.5	BASKETBALL GOAL	12
13	STACKED OVEN NOTE 2	1.0	3/4	10	10	30	13		14	20	12	12	1/2	1.5	BASKETBALL GOAL	14
15		1.0			10	2P	15		16	20	12	12	1/2	1.5	BASKETBALL GOAL	16
17	STACKED OVEN NOTE 2	1.0	3/4	10	10	30	17		18	20	12	12	1/2	1.5	BASKETBALL GOAL	18
19		1.0			10	2P	19		20	20	12	12	1/2	1.5	BASKETBALL GOAL	20
21	STACKED OVEN NOTE 2	1.0	3/4	10	10	30	21		22	20	12	12	1/2	1.7	LTS 102-110	22
23		1.0			10	2P	23		24	20	12	12	1/2	0.2	LTS EXTERIOR PHOTOCELL	24
25	FRIDGE NOTE 2	1.0	1/2	12	12	20	25		26	20	12	12	1/2	0.5	LTS STAIR 111	26
27	POPCORN	0.9	1/2	12	12	20	27		28	20	12	12	1/2	1.0	FUTURE SCOREBOARD	28
29	CONCESSION	0.5	1/2	12	12	20	29		30	20	12	12	1/2	1.0	FUTURE SCOREBOARD	30
31	CONCESSION	0.5	1/2	12	12	20	31		32	20	12	12	1/2	1.0	FUTURE SCOREBOARD	32
33	REC CONVIENCE	0.7	1/2	12	12	20	33		34	20	12	12	1/2	0.5	CONDENSATE PUMP	34
35	EWC NOTE 2	1.0	1/2	12	12	20	35		36	20	12	12	1/2	1.5	NOTE 3 MOTORIZED SHADES	36
37	REC BATHROOMS	0.7	1/2	12	12	20	37		38	20	12	12	1/2	1.5	NOTE 3 MOTORIZED SHADES	38
39	REC 108,109,111	0.9	1/2	12	12	20	39		40					0.0	SPACE ONLY	40
41	REC ROOF	0.4	1/2	12	12	20	41		42	20	12	12	1/2	0.1	ELEV PUMP ALARM	42
43	SPARE	0.0					43		44					0.0	SPACE ONLY	44
45	SPARE	0.0					45		46					0.0	SPACE ONLY	46
47	SPARE	0.0					47		48					0.0	SPACE ONLY	48
49	SPARE	0.0					49		50					0.0	SPACE ONLY	50
51	PANEL A	5.5	1	10	6	60	51		52					0.0	SPACE ONLY	52
53		4.3			6	2P	53		54					0.0	SPACE ONLY	54

DESCRIPTION	CONNECTED KVA	DEMAND FACTOR	DEMAND KVA
CONT. LOAD	1.67	125%	2.09
RECEPTACLE	13.98	100%/50%	11.99
MTRS/COOLS	17.22	70%	12.06
HEATS	0.00	100%	0.00
WATER HEATER	0.00	100%	0.00
EQUIPMENT	4.60	100%	4.60
KITCHEN EQUIP.	12.85	65%	8.35
SPECIAL EQ.	0.00	100%	0.00
25% OF LARGEST HVAC/MOTOR			0.48
TOTAL DEMAND			39.57

200 A MINIMUM BUS SIZE
MAIN LUGS ONLY
10 K MINIMUM AIC RATING

SURFACE MOUNTING
NEMA 1 ENCLOSURE
GROUND BAR

NOTES
1. SQUARE D: NQ.
2. PROVIDE WITH GFI BREAKER
3. ADD ALTERNATE
4.
5.

CONNECTED LOADS	
PHASE A:	14.3 KVA
PHASE B:	18.6 KVA
PHASE C:	17.4 KVA
TOTAL:	50.3 KVA
DEMAND	110 AMP

MAURER architecture
919 829 4969
115 1/2 E. Hargett St
Suite 300
Raleigh, NC 27601
maurerarchitecture.com

ATLANTEC ENGINEERS, PA
IMEG
3221 BLUE RIDGE ROAD, SUITE 113
RALEIGH, NC 27612
(919) 571-1111
24132

NORTH CAROLINA PROFESSIONAL CORPORATION
IMEG CONSULTANTS CORP. No. F-1507

Abby Bowling

NORTH CAROLINA PROFESSIONAL SEAL 058287 ENGINEER ALEX R. BOWLING
5/6/2026

PROJECT TYPE: LEVEL III ALTERATION - HISTORIC BUILDING

LENOIR HIGH SCHOOL GYMNASIUM

1116 COLLEGE AVE. SW, LENOIR, NC

DATE	07.25.2025
DR.	AB
CH.	AB
PROJ. #	24037.1

REVISIONS

NO.	DESCRIPTION	DATE
1	HVAC VE REVISIONS	3/30/26
2	REVISON 2	5/06/26

PANEL SCHEDULES

E3.2

IMEG 3221 BLUE RIDGE ROAD, STE 113 RALEIGH, NC 27612 P: 919.571.1111 www.imegcorp.com

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North Carolina Design Registration #F-1507

0 1 2 3

REF. SCALE IN INCHES PROJECT # 24132

J. Cope | Construction

SUBCONTRACTOR CHANGE ORDER PROPOSAL FORM

!Cells highlighted In green are dictated by the Prime Contract

!Subcontractor to fill yellow cells and tabs

				Date
Project:	Lenoir Campus Improvement Projects	Proposal #:	Subcontractor CO proposal #	5/28/2026
Subcontract #:	24055-SC16	Project #:	24-055	
Subcontractor:	Lake Electric Co.	Bid Package #:	26-000	

Description of change:
Rev 2 - Misc Electrical Basement Area

Materials (Fill in details on Tab A)

1	Total Direct Cost of Materials *(Details on Tab A-MATERIALS)*		2,025.29	
2	Sales Tax *(Line Item #1 x Project's Sales Tax Rate)*	Project Sales Tax Rate: 6.75%	136.71	
	MATERIALS & SALES TAX SUBTOTAL		2,162.00	
3	Overhead & Profit *(10% maximum, includes small tools, consumables & sales tax)*	OH & P Rate: 10.0%	216.20	
4	Shipping & Transportation (including sales tax)			
	SUBTOTAL			$ 2,378.20

Labor (Fill in details on Tab B)

5	Total Manhours *(Details on Tab B-LABOR)*		2,316.38	
6	Labor Burden Rate:	35.0%	810.73	
	MANHOURS & LABOR BURDEN SUBTOTAL		$ 3,127.11	
7	Overhead & Profit on Item 5 *(10% maximum on straight labor cost, not premium (Ref supervisor's hme)*	OH & P Rate: 10.0%	312.71	
	SUBTOTAL			$ 3,439.82

Equipment (Fill in details on Tab C)

8	Equipment *(Details on Tab C-EQUIPMENT)*			
9	Overhead & Profit on Item 8. *(10% maximum)*	OH & P Rate: 10.0%		
	SUBTOTAL			$

Sub-Subcontractors (Fill in details on Tab D - Include sub-subcontractor quotes with material & equipment backup) 10 Subcontractors

11	Overhead & Profit on Item 10. *(2.5% per Prime contract)*	OH & P Rate: 2.5%		
	SUBTOTAL			$

Bonds

12	Bonds (% of subtotal of proposal):	Rate: 0.0%	SUBTOTAL OF PROPOSAL	$ 5,818.01
			CHANGE PROPOSAL TOTAL	$ 5,818.01

Adjustment in the Subcontract Sum

ORIGINAL SUBCONTRACT SUM	$ 454,900.00
PREVIOUS APPROVED CHANGE ORDERS	
SUBCONTRACT SUM PRIOR TO THIS CHANGE ORDER	$ 454,900.00
AMOUNT OF THIS CHANGE ORDER	$ 5,818.01
NEW SUBCONTRACT SUM INCLUDING THIS CHANGE ORDER	$ 460,718.01

Time Extension Requests:

o day(s) o Schedule Activity # Affected

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Subcontractor's Signature: Date: 5/28/2026

J.M. Cope, Inc.'s Signature: Date:

Std Form Rev. 2024.04.23

CO Proposal Attachment 24055-SC16 Subcontractor Lake Electric Co. 5/28/2026

MATERIALS - DETAILED QTY. BREAKDOWN

Item Description	Qty.	Unit	Unit Rate	Total
(EXAMPLE - type over the example)				
Attached	1	EA	$ 2,025.29	$ 2,025.29
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
			MATERIAL TOTAL:	$ 2,025.29

Job ID: 5052326-1
Project: Lenoir Gym co Rev 2



intelliBid

Audit Trail Basic

Phase: FIXTURES

Quantity	Size	U/M	Description
0.00			**E1.0**
0.00			**REPLACE EX RECEPTS - DEMO**
10.00	20A	EA	REMOVE EXISTING RECEPTACLE
0.00			**E1.1**
0.00			**REPLACE EX RECEPTS W / NEW**
10.00	1/2 EMT #12	EA	20A-iG-GFC!
10.00	1-DECORA	EA	IG STAINLESS STEEL PLATE
10.00	#12	EA	PIGTAIL W/GRD SCREW
3.00	18-12	EA	PSH-IN 4-WIRE CONN
10.00	18-12	EA	PSH-IN 3-WIRE CONN
10.00	20A	EA	DX GFCI REC WEATHER RESIST
0.00			**E3.1**
0.00			**DEMO EXISTING SERVICE TO A**
30.00	2	FT	REMOVE EXISTING CONDUIT
120.00	3/0	FT	EXISTING WIRE TO PULL OUT
.1.00		EA	REMOVE METER SOCKET
0.00			**NEW FEEDER TO BE FROM PNL C**
0.00			**CTOA**
200.00		EA	1 EMT
200.00	1	FT	EMT
20.00	1	EA	EMT STEEL-COMP COUPLING
24.00	1	EA	MINERALLAC STRAPS
24.00	#10 x 1"	EA	PLASTIC ANCHOR
24.00	#10 X 1"	EA	SHEET METAi- SCREW
24.00	#10	EA	FLAT WASHER
200.00		FT	PULL LINE (STRING)
3.00	1	EA	EMT FIELD BEND
2.00	1	EA	EMT STEEL COMP CONNECTOR
210.00		EA	3#6 #10
630.00	6.	FT	THHN/THWN CU (STR)
210.00	10	FT	THHN/THWN CU (SOL)
1.00	60/2	EA	BOLT-ON BREAKER

Item Decription	Qty.	Unit	Unit Rate	Total
(EXAMPLE - type over the example)				
Electrician	32.625	MH	$ 46.25	$ 1,508.91
Apprentice-Helper	32.625	MH	$ 24.75	$ 807.47
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
				$
			LABOR TOTAL:	$ 2,316.38

J.M. Cope, Inc.
199 S Cherry Road (29730)/ P.O. Box 4047
Rock Hill, South Carolina 29732
Phone: (803) 329-3250

Project: 24-055 - CITY OF LENOIR-CAMPUS IMPROVEMENTS
1114 COLLEGE AVE SW; 1116 College Ave SW; 1129 West Avenue NW
LENOIR, North Carolina 28645

Prime Contract Change Order #006: CE #018 - RFI #14: Auditorium - ADA Elevator Access and Ramp

TO:	**Lenoir, City of** PO Box 958 / 801 West Avenue NW Lenoir, North Carolina 28645	**FROM:**	**JM Cope, Inc.** PO Box 4047 Rock Hill, South Carolina 29732
DATE CREATED:	7/20/2026	**CREATED BY:**	Hunter Galliher **(JM Cope, Inc.)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:	4 days	**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	1:The "Campus" Project	**TOTAL AMOUNT:**	$8,734.97

DESCRIPTION:
CE #018 - RFI #14: Auditorium - ADA Elevator Access and Ramp
Change Order is for eliminating the wheel chair lift inside of the auditorium, and increasing the size of the exterior ramp as shown in the B-1 bulletin drawing "Exterior Ramp Revision".

Change order also includes revisions to hand rail by removing remaining existing rail as shown on B-1 and additional railing length and new profile to include pickets spaced no larger than 3.5".

Per response to RFI 14 Inspector has approved ramp design on the exterior of the north side of the auditorium to have a slope greater than 1:12.

Exclusions/Clarifications:

1. Handrails will be carbon steel, and will be powder coated black.
2. JMC is not demoing/replacing plan West "Removable End Panel" per 1/B-1.
3. There is not credit for the elimination of the wheel chair lift as this was being carried as an allowance. There will be an allowance use authorization/change order forthcoming for the stairs at the demoed stair location,
4. This change order request only includes what is explicitly listed above and included in subcontractor pricing back up. Any unforeseen additional work outside of what is stated above and detailed on sheet B-1 is not included. JMC reserves the rights to additional cost or time due to unforeseen conditions, and will be submitted under separate cover.

ATTACHMENTS:
24-055-CITY_OF_LENOIR-CAMPUS_IMPROVEMENTS-14-Auditorium-ADA_Elevator_Access_and_Ramp-2026-07-20.pdf, 20260717091334091 (1).pdf, CR1001Proposal revised.pdf, 02.2 - PCG Labor Back Up.pdf, 02.1 - PCG Materials Back Up.pdf, 02 - PCG Back Up.pdf, 4-13-26_Lenoir HS Redevelopment Auditiorum Ramp_Inspector Email Eliminating Lift from Scope.pdf, 24037-2_2024_LenoirHS_Auditorium_Ramp.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
015	CE #018 - RFI #14: Auditorium - ADA Elevator Access and Ramp	2 days	$8,734.97
		Total:	$8,734.97

PCCO #006

CHANGE ORDER LINE ITEMS:

PCO # 015: CE #018 - RFI #14: Auditorium - ADA Elevator Access and Ramp

#	Budget Code	Description	Amount	OH&P (5.00% Applies to All Line Items)	Subtotal
1	02-400.S DEMOLITION.SUBCONTRACTOR	RFI #14 - Additional Handrail Demo	$800.00	$40.00	$840.00
2	05-000.S METALS GENERAL.SUBCONTRACTOR	RFI #14 Additional Handrail and Revised Profile	$6,583.00	$329.15	$6,912.15
3	03-000.S CONCRETE GENERAL.SUBCONTRACTOR	RFI #14 Additional Concrete	$936.02	$46.80	$982.82
4	04-000.S MASONRY GENERAL/SUB.SUBCONTRACTOR	RFI #14 Revisions to Auditorium Ramp	$0.00	$0.00	$0.00
		Subtotal:	**$8,319.02**	**$415.95**	**$8,734.97**
				Grand Total:	**$8,734.97**

The original (Contract Sum)	$43,000.00
Net change by previously authorized Change Orders	$5,143,646.00
The contract sum prior to this Change Order was	$5,186,646.00
The contract sum would be changed by this Change Order in the amount of	$8,734.97
The new contract sum including this Change Order will be	$5,195,380.97

The contract time will be increased by this Change Order by 4 days.

Base Contract Amount	$ 5,186,646.00	
PCCO 3	$ 10,046.48	
Revised Contract Total with PCCO 3	$ 5,196,692.48	
PCCO 4	$ 6,108.91	
Revised Contract Total with PCCO 3, 4	$ 5,202,801.39	
PCCO 6	$ 8,734.97	
Revised Contract Total with PCCO 3, 4, 6	$ 5,211,536.36	

Lenoir, City of
PO Box 958 / 801 West Avenue NW
Lenior, North Carolina 28645

JM Cope, Inc.
PO Box 4047
Rock Hill, South Carolina 29732

DocuSigned by:
Ethan Page
18B17F8C7034447...

8/20/2026 | 7:34 AM PDT

SIGNATURE **DATE** | **SIGNATURE** **DATE** | **SIGNATURE** **DATE**

J.M. Cope, Inc.
199 S Cherry Road (29730)/ P.O. Box 4047
Rock Hill, South Carolina 29732
P: (803) 329-3250

Project: 24-055 CITY OF LENOIR-CAMPUS IMPROVEMENTS
1114 COLLEGE AVE SW; 1116 College Ave SW; 1129 West Avenue NW
LENOIR, North Carolina 28645

RFI #14: Auditorium - ADA Elevator Access and Ramp

Revision	0	**Status**	Closed on 04/13/26
To	Clayton Johnson (Maurer Architecture) Ethan Page (Maurer Architecture)	**From**	Hunter Galliher (JM Cope, Inc.) 199 S Cherry Road Rock Hill, South Carolina 29732
Date Initiated	Mar 11, 2026	**Due Date**	Mar 14, 2026
Location		**Project Stage**	Course of Construction
Cost Impact		**Schedule Impact**	
Spec Section		**Cost Code**	
Drawing Number		**Reference**	
Linked Drawings			
Received From	Hunter Galliher (JM Cope, Inc.)		
Copies To	David Coffey (City of Lenoir), Jay Lyon (JM Cope, Inc.), David Maurer (Maurer Architecture)		

Activity

Question

Question from Hunter Galliher JM Cope, Inc. *on Wednesday, Mar 11, 2026 at 12:07 PM EDT*

Design Team to confirm if the exterior profile of the existing building will be acceptable to use for ADA access. If so - design to confirm that the wheel chair lift is acceptable to be removed, and if the openings need to increase to the 4' shown on the drawings, or if they are to stay the existing size.

If the intent is for the opening size to remain as is the plan north opening will need to have some of the existing wood removed and replaced due to termite damage.

Official Response

Response from Ethan Page Maurer Architecture *on Monday, Apr 13, 2026 at 05:23 PM EDT*

Uploading email correspondence from inspector for record verifying we can eliminate wheelchair lift from scope.

Attachments
4-13-26_ Lenoir HS Redevelopment Auditiorum Ramp_Inspector Email Eliminating Lift from Scope.pdf

All Replies

Response from Ethan Page Maurer Architecture *on Monday, Apr 13, 2026 at 05:23 PM EDT*

Uploading email correspondence from inspector for record verifying we can eliminate wheelchair lift from scope.

Attachments
4-13-26_ Lenoir HS Redevelopment Auditiorum Ramp_Inspector Email Eliminating Lift from Scope.pdf

Response from Ethan Page Maurer Architecture *on Tuesday, Mar 17, 2026 at 02:13 PM EDT*

Proposed bulletin drawing attached showing maximum length of auditorium exterior ramp.

Per discussion with J.M. Cope Ethan to discuss code compliance with Dave (Lenoir Inspections) and verify this is an acceptable path forward.

If it is an acceptable path forward, we'll eliminate the wheelchair lift from the scope of work, and the existing openings to the stage from the seated area will not need to be increased to 4' wide.

Attachments
24037-2_2024_LenoirHS_Auditorium_Ramp.pdf

MAURER architecture

Ethan Page <ethan@maurerarchitecture.com>

Re: Lenoir HS Redevelopment Auditiorum Ramp

Ethan Page <ethan@maurerarchitecture.com> Fri, Apr 10, 2026 at 7:47 AM
To: dscearce@caldwellcountync.org

Dave,

I received your text yesterday regarding approval to move forward without the wheelchair lift at the auditorium. We'll plan to move forward without the wheelchair lift and at the exterior non egress ramp steeper than 1:12 slope. Thanks for the time!

Ethan Page, RA
Partner | Architect
Maurer Architecture
115 ½ E. Hargett St. Suite 300 Raleigh, NC 27601
(direct) 919.238.1784 | (office) 919.829.4969
Website | Instagram

On Wed, Apr 8, 2026 at 8:49 PM Ethan Page <ethan@maurerarchitecture.com> wrote:

> Hello sir,
>
> Following up on my email last week. Would love to connect, so we can relay to our GC and pin down our direction. Let me know what your thoughts, and if you'd like to discuss, what your schedule looks like so we can connect.
>
> Thanks,

Ethan Page, RA
Partner | Architect
Maurer Architecture
115 ½ E. Hargett St. Suite 300 Raleigh, NC 27601
(direct) 919.238.1784 | (office) 919.829.4969
Website | Instagram

On Wed, Apr 1, 2026 at 9:28 PM Ethan Page <ethan@maurerarchitecture.com> wrote:

> > Dave,
> >
> > I hope you're doing well. We spoke a couple of weeks ago about ADA access the stage, and the ramp we're adding to the exterior of the building.

I've stepped back to do some additional code research and believe we have a path forward.

The existing stage is not ADA compliant. In going through chapter 8&9 of NCEBC, we're not seeing any triggers that require we make the stage ADA compliant.

On the exterior of the building we're adding a ramp for prop load-in, load out only. It's not a required means of egress. Section 1012.2 of NCBC below allows for non egress ramps to have a slope of 1:8. Our ramp slope will be 1 1/8":12.

1012.2 Slope.

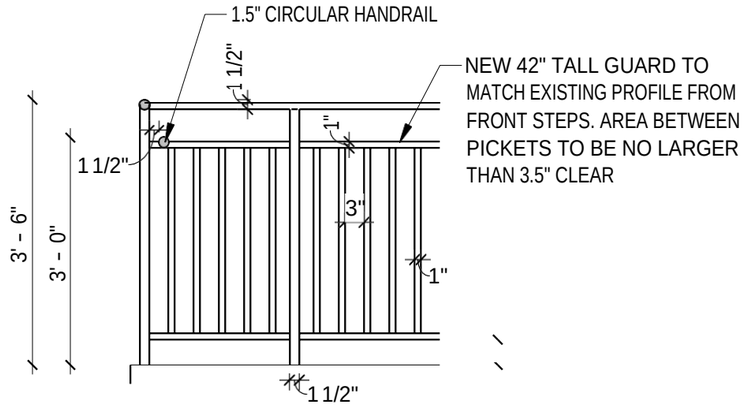
Ramps used as part of a *means of egress* shall have a running slope not steeper than one unit vertical in 12 units horizontal (8-percent slope). The slope of other pedestrian *ramps* shall not be steeper than one unit vertical in eight units horizontal (12.5-percent slope).

Let me know your thoughts. Happy to jump on a call to discuss. My cell is 252-343-3087.

Thank you sir,

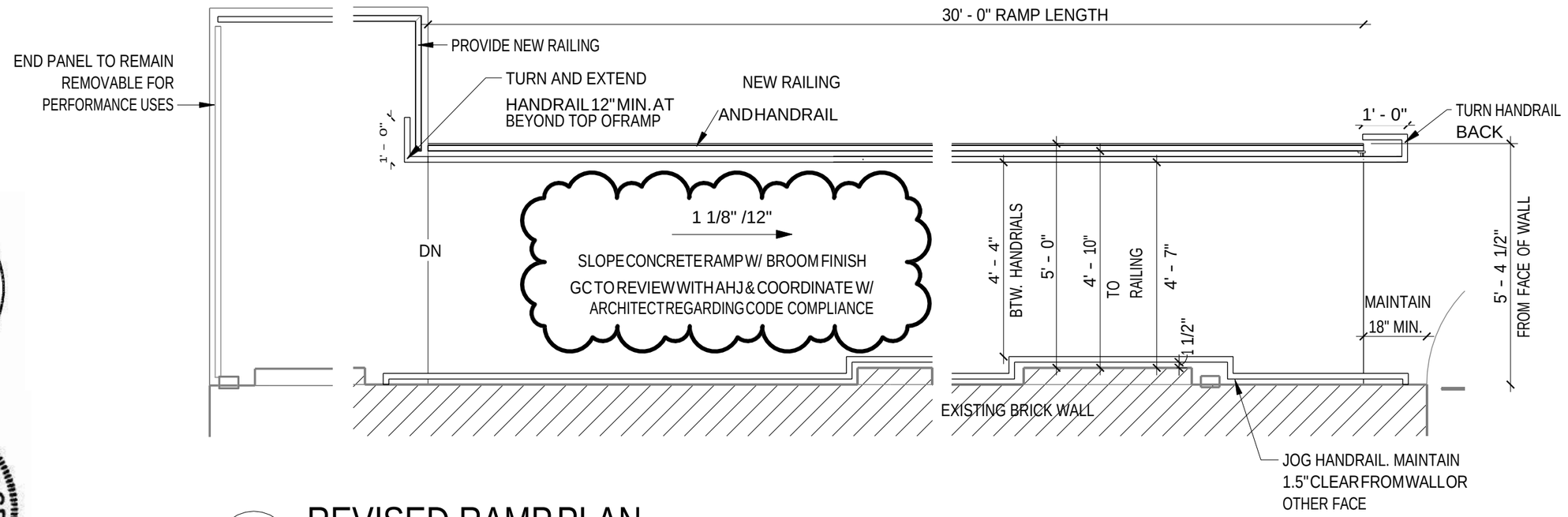
Ethan Page, RA
Partner | Architect
Maurer Architecture
115 ½ E. Hargett St. Suite 300 Raleigh, NC 27601
(direct) 919.238.1784 | (office) 919.829.4969
Website | Instagram

MAURER
architecture
919 829 4969



2 RAILING AND HANDRAIL EXAMPLES

SCALE: 1/2" = 1'-0"



1 REVISED RAMP PLAN

SCALE: 3/8" = 1'-0"

MAURER ARCHITECTURE, PA
Registered Architectural Corporation
51562
North Carolina
RALEIGH, NC

ETHAN BENNETT PAGE
REGISTERED ARCHITECT
13651
NORTH CAROLINA
RALEIGH, NC

3-17-26

LENOIR HIGH SCHOOL AUDITORIUM

EXTERIOR RAMP REVISON

03.09.2026

As indicated

B-1

SUBCONTRACTOR CHANGE ORDER PROPOSAL FORM

Cells highlighted in green are dictated by the Prime Contract | Subcontractor to fill yellow cells and tabs

				Date
Project:	Lenoir Campus Improvement Projects	**Proposal #:**	3	5/7/2026
Subcontract #:	24055-SC02	**Project #:**	24-055	
Subcontractor:	Piedmont Concrete Group, LLC	**Bid Package #:**	300	

Description of change:
Auditorium ramp

Materials (Fill in details on Tab A)

1 Total Direct Cost of Materials *(Details on Tab A-MATERIALS)*			$ 310.00	
2 Sales Tax *(Line Item #1 x Project's Sales Tax Rate)*	Project Sales Tax Rate:	6.75%	$ 20.93	
MATERIALS & SALES TAX SUBTOTAL			$ 330.93	
3 Overhead & Profit *(10% maximum, includes small tools, consumables & sales tax))*	OH & P Rate:	10.0%	$ 33.09	
4 Shipping & Transportation (including sales tax)			$ -	
			SUBTOTAL	$ 364.02

Labor (Fill in details on Tab B)

5 Total Manhours *(Details on Tab B-LABOR)*			$ 520.00	
6 Labor Burden	Rate:		$ -	
MANHOURS & LABOR BURDEN SUBTOTAL			$ 520.00	
7 Overhead & Profit on Item 5 *(10% maximum on straight labor cost, not premium portion)* *(O&P includes supervisor's time)*	OH & P Rate:	10.0%	$ 52.00	
			SUBTOTAL	$ 572.00

Equipment (Fill in details on Tab C)

8 Equipment *(Details on Tab C-EQUIPMENT)*			$ -	
9 Overhead & Profit on Item 8. *(10% maximum)*	OH & P Rate:	10.0%	$ -	
			SUBTOTAL	$ -

Sub-Subcontractors (Fill in details on Tab D - Include sub-subcontractor quotes with material & equipment backup)

10 Subcontractors			$ -	
11 Overhead & Profit on Item 10. *(2.5% per Prime contract)*	OH & P Rate:	2.5%	$ -	
			SUBTOTAL	$ -

Bonds

			SUBTOTAL OF PROPOSAL	$ 936.02
12 Bonds (% of subtotal of proposal):	Rate:	0.0%		$ -
			CHANGE PROPOSAL TOTAL	$ 936.02

Adjustment in the Subcontract Sum

ORIGINAL SUBCONTRACT SUM	
PREVIOUS APPROVED CHANGE ORDERS	
SUBCONTRACT SUM PRIOR TO THIS CHANGE ORDER	$ -
AMOUNT OF THIS CHANGE ORDER	$ 936.02
NEW SUBCONTRACT SUM INCLUDING THIS CHANGE ORDER	$ 936.02

Time Extension Requests:

_____ day(s) _____ Schedule Activity # Affected

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Subcontractor's Signature: Oscar Hernandez **Date:** 4/20/2026

J.M. Cope, Inc.'s Signature: _____ **Date:** _____

Std Form Rev. 2024.04.23

MATERIALS - DETAILED QTY. BREAKDOWN

Item Description	Qty.	Unit	Unit Rate	Total
(EXAMPLE - type over the example)				
Concrete	1	CY	$ 210.00	$ 210.00
Rebar/Accs	1	LS	$50	$ 50.00
Forms	1	LS	$ 50.00	$ 50.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			MATERIAL TOTAL:	$ 310.00

LABOR - DETAILED QTY. BREAKDOWN

Item Description	Qty.	Unit	Unit Rate	Total
(EXAMPLE - type over the example)				
Form/Strip (2 men 2 hours)	4	MH	$ 65.00	$ 260.00
tie rebar (2 men 1 hours)	2	MH	$ 65.00	$ 130.00
Pouring extra ramp (2 men 1 hours)	2	MH	$ 65.00	$ 130.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			LABOR TOTAL:	$ 520.00

Change Request Proposal

Project: (name and address)
25-039 / Lenoir Downtown Campus
1114 College Ave SW
Lenoir, NC 28645

Customer: JM Cope

Steel Specialty, Inc. of Belmont
5907 Wilkinson Bld.
Belmont, NC 28012
704-825-4745

Change request number: 1004
Description: RFI 14 Auditorium ramp railing

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Status: Proposed
Origination date: 05/07/26

Quotation

Submitted date: 05/07/26
Due date:
Submitted amount: 6,583.00
Requested days delay: 0

Revenue Detail

Billing Item	Description	Revenue
		6,583.00
	Total Revenue:	**6,583.00**

Contractor Pricing

Phase Code / Description		Cost Type	Quantity	UM	Amount
101550	Material - Misc Raw	MAT Material			445.00
109000	Sales Tax - 6.75%	STX Sales Tax			93.00
102500	Detail - Misc	DTL Detailing / Eng			375.00
106000	Freight	FRT Freight			750.00
105000	Galvanizing / Paint	MAT Material			932.00
104500	Shop Labor - Misc	SHP Shop Labor			2,249.00
		Contractor Pricing Total:			**4,844.00**

Subcontractor Pricing

Phase Code / Description		Cost Type	Quantity	UM	Amount
103500	Erection - Misc	ERE Erection			1,150.00
		Subcontractor Pricing Total:			**1,150.00**

Total:	**5,994.00**
Mark-up:	**589.00**
Total Contractor Price for CR 1004	**6,583.00**

Approvals

Customer: JM Cope
Authorized Representative: _____
By: _____
Date: _____

Contractor: Steel Specialty, Inc
By: _____
Date: _____

D. H. GRIFFIN WRECKING CO., INC.

8880 Dietz Ave. Hickory, NC 28602
Phone: 828-397-7570 Fax: 828-397-6540
Visit us @ www .DHGRIFFIN.com

PROPOSAL SUBMITTED TO:
Hunter Galliher
JM Cope Construction
346 9t1, St SE
Hicko1y, NC 286 02

PHONE: 919-931-0969

DATE: 7/17/26

JOB NAME I LOCATION:
Lenoir Campus Improvements
1114 College Ave SW
Lenoir, NC 28645

EMAIL: h0alliher@jmcopc.com

We hereby submit specifications and estimates for:

Based on site inspection and plans descriptions, DH Griffin Wrecking Company, Inc. (DHG) proposes the following scope of services:

1. **Provide necessary labor, equipment, materials, insurance, etc. to perform demolition .**
2. **Demolish and remove appx 20' of handrails from exterior of auditorium.**
3. **Dispose of materials off site in accordance with local, state and federal regulations.**
4. **DHG retains *salvage rights* to materials undercontract.**
5. ***PROPOSAL EXCLUDES:* Rerouting, removing or disconnecting utilit ies, new construction or new materials, reclamat io n, storage or relocation of any items for others, patching or leveling, shoring or bracing, floor prep, temporary walls or partitions, any other asbestos or hazardous materials and any other work not specifically listed above.**

We propose hereby to perfor m the work as lis ted in items above, in accordance with above specifications, for the sum of:

Eight Hundred Dollars and no/1OOs ***$800.00***

Payment to be made as follows: **Upon Completion**

We herebyexclude thefollowing: Relocation and disconnectionof utilities, responsibility for locating and marking utilities within the demolition limits; protection of utilities which are not marked within the limits ofdemolition;shoring and bracing ofstrncturcs toremain; cost of perfonnance andpayment bonds; removal and disposition of any hazardous or asbestosmaterials exceptthose items, ifany, which are described and itemized above, whether concealed or not. All salvageto become the property ofDHG.
All payments aredueand payable as noted. Whenever retainageis uiredtobe withheld, uponcompletion of D.1-1.Griffin Wrecking Company, Inc.'s (DHG) scopeof work (contract or sub-contract) DHG will issuean invoicefor work performed andaseparate final invoicefor retainage. All rctainagc is tobepaid in **full** no later than ninety (90) days from date of final invoice. The undersigned filrther agrees topayto D.H. Griffin Wrecking Company, Inc., a reasonable attorney's fee if the obligation cvicencedherebybecollectedbyan attorney-at-law after maturity.
Any alteration or deviation fromabove specificationsi volving extra costs will beexecutedonly upon writtenorders and will become an extra chargeover and above the estimate.

Authorized Signature: _____ NOTE: This proposal may be withdrawn by us if not accepted within 30 days.
Nick Perkins, Division Manager

PLEASE SIGN, DATE AND RETURN ORIGINAL

Acceptance of Proposal- The above prices, specifications and conditions are satisfacto1y and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature | Name and Title | Date of Acceptance

PCCO #008

J.M. Cope, Inc.
199 S Cherry Road (29730)/ P.O. Box 4047
Rock Hill, South Carolina 29732
Phone: (803) 329-3250

Project: 24-055 - CITY OF LENOIR-CAMPUS IMPROVEMENTS
1114 COLLEGE AVE SW; 1116 College Ave SW; 1129 West Avenue NW
LENOIR, North Carolina 28645

Prime Contract Change Order #008: CE #028 - Unsuitable Soils - Dumpster Pad; Gym Ramp

TO:	**Lenoir, City of** PO Box 958 / 801 West Avenue NW Lenoir, North Carolina 28645	**FROM:**	**JM Cope, Inc.** PO Box 4047 Rock Hill, South Carolina 29732
DATE CREATED:	7/22/2026	**CREATED BY:**	Hunter Galliher **(JM Cope, Inc.)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:	1 day	**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	1:The "Campus" Project	**TOTAL AMOUNT:**	$7,670.18

DESCRIPTION:
CE #028 - Unsuitable Soils - Dumpster Pad; Gym Ramp
Change Order is for the undercutting and backfill per CVET direction at the Dumpster Pad and Gymnasium Ramp due to existing soil conditions.

1. Dumpster Pad Under Cut: 1' undercut (4.15 cuyd)
2. Gym Ramp: 2' wide under cut; 2' deep under cut

ATTACHMENTS:
Document2.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
017	CE #028 - Unsuitable Soils - Dumpster Pad; Gym Ramp		$7,670.18
		Total:	$7,670.18

CHANGE ORDER LINE ITEMS:

PCO # 017: CE #028 - Unsuitable Soils - Dumpster Pad; Gym Ramp

#	Budget Code	Description	Amount	OH&P (5.00% Applies to All Line Items)	Subtotal
1	03-000.S CONCRETE GENERAL.SUBCONTRACTOR	Dumpster Pad Undercut	$2,723.79	$136.19	$2,859.98
2	03-000.S CONCRETE GENERAL.SUBCONTRACTOR	Gym Ramp Undercut	$4,581.14	$229.06	$4,810.20
		Subtotal:	**$7,304.93**	**$365.25**	**$7,670.18**
				Grand Total:	**$7,670.18**

Docusign Envelope ID: E3BEEB87-830C-8E07-806F-2DDB44FACAC2

PCCO #008

The original (Contract Sum)	$43,000.00
Net change by previously authorized Change Orders	$5,143,646.00
The contract sum prior to this Change Order was	$5,186,646.00
The contract sum would be changed by this Change Order in the amount of	$7,670.18
The new contract sum including this Change Order will be	$5,194,316.18

The contract time will be increased by this Change Order by 1 day.

Base Contract Amount	$	5,186,646.00
PCCO 3	$	10,046.48
Revised Contract Total with PCCO 3	$	5,196,692.48
PCCO 4	$	6,108.91
Revised Contract Total with PCCO 3, 4	$	5,202,801.39
PCCO 6	$	8,734.97
Revised Contract Total with PCCO 3, 4, 6	$	5,211,536.36
PCCO 8	$	7,670.18
Revised Contract Total with PCCO 3,4,6,8	$	5,219,206.54

Maurer Architecture, Subchapter S Corp

DocuSigned by:
Ethan Page
18B17F8C7034447...

SIGNATURE **DATE**

Lenoir, City of
PO Box 958 / 801 West Avenue NW
Lenior, North Carolina 28645

SIGNATURE **DATE**

JM Cope, Inc.
PO Box 4047
Rock Hill, South Carolina 29732

SIGNATURE **DATE**

CATAWBA VALLEY ENGINEERING & TESTING

Hickory Office
1490 S. Center Street
Hickory, NC 28602
Phone: (828) 578-9972

Footing Subgrade Observations

06/10/2026

Client:
City of Lenoir
PO Box 958
Lenoir, NC 28645

Project:
25254
Lenoir Downtown Campus Improvements
1114 College Ave SW
Lenoir, NC 28645

Activity Number:	Activity Date:	Weather:	Technician:	Arrival Time:	Departure Time:
3	06/05/2026	Clear	Brian Grimes	16:30	18:00

Results:
Fail

Results Comments:
CVET/SPC recommended a 1' undercut, to be backfilled with extra concrete or compacted ABC stone. Once undercut and replacement has been performed footings will meet the required bearing capacity.

Type of Footing: Continuous / Exterior

Equipment Utilized:
Dynamic Cone Penetrometer and T-Handled Probe Rod

Required Bearing Capacity (PSF): 1500

Drawings/Specifications Utilized: S0.0

Location Information: Dumpster enclosure footings.

Date of Drawings: 07/25/2025

Drawings Sealed By: Ashley R. Avery, P.E.

Site Supervisor Notified: Yes

Site Supervisor Name: Jay Lyon with JM Cope Construction

Additional Notes or Comments:
Undercut quantity: 28'x4'x1' = 4.15 cubic yards

Location/ Comments | **Location Data**

Northeast corner

Depth	DCP (1) 1.75"	DCP (2) 1.75"	DCP (3) 1.75"	Soil Description
SG	2	3	5	Brown/orange sandy silt, moist
-1	9	11	12	Red/brown sandy silt
-2	15	17	16	Red/brown sandy silt
-3	11	15	18	Red/brown sandy silt

Southeast corner

Depth	DCP (1) 1.75"	DCP (2) 1.75"	DCP (3) 1.75"	Soil Description
SG	2	4	4	Brown/orange sandy silt, moist
-1	8	9	9	Brown/orange sandy silt, moist
-2	13	20+	/	Red sandy silt
-3	16	17	16	Red sandy silt

The test data published in this report applies only to the locations and items stated in this report and represent conditions at the date and time of testing only.
The test data published in this report shall not be reproduced, except in full, prior to written approval from Catawba Valley Engineering and Testing, P.C.

CATAWBA VALLEY ENGINEERING & TESTING

Hickory Office
1490 S. Center Street
Hickory, NC 28602
Phone: (828) 578-9972

Footing Subgrade Observations

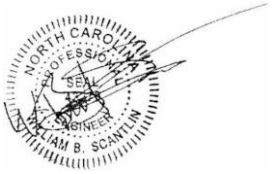
06/10/2026

Client:

City of Lenoir
PO Box 958
Lenoir, NC 28645

Project:

25254
Lenoir Downtown Campus Improvements
1114 College Ave SW
Lenoir, NC 28645



William Scantlin

The test data published in this report applies only to the locations and items stated in this report and represent conditions at the date and time of testing only.
The test data published in this report shall not be reproduced, except in full, prior to written approval from Catawba Valley Engineering and Testing, P.C.

SUBCONTRACTOR CHANGE ORDER PROPOSAL FORM

Cells highlighted in green are dictated by the Prime Contract

Subcontractor to fill yellow cells and tabs

				Date
Project:	**Lenoir Campus Improvement Projects**	**Proposal #:**	**6**	**7/20/2026**
Subcontract #:	**24055-SC02**	**Project #:**	**24-055**	
Subcontractor:	**Piedmont Concrete Group, LLC**	**Bid Package #:**	**300**	

Description of change:
Trash Dumpster footings unsuitable soil

Materials (Fill in details on Tab A)

1 Total Direct Cost of Materials *(Details on Tab A-MATERIALS)*			$ 202.50	
2 Sales Tax *(Line Item #1 x Project's Sales Tax Rate)*	Project Sales Tax Rate:	6.75%	$ 13.67	
MATERIALS & SALES TAX SUBTOTAL			$ 216.17	
3 Overhead & Profit *(10% maximum, includes small tools, consumables & sales tax))*	OH & P Rate:	10.0%	$ 21.62	
4 Shipping & Transportation (including sales tax)			$ -	
SUBTOTAL				$ 237.79

Labor (Fill in details on Tab B)

5 Total Manhours *(Details on Tab B-LABOR)*			$ 1,560.00	
6 Labor Burden	Rate:		$ -	
MANHOURS & LABOR BURDEN SUBTOTAL			$ 1,560.00	
7 Overhead & Profit on Item 5 *(10% maximum on straight labor cost, not premium portion)* *(O&P includes supervisor's time)*	OH & P Rate:	10.0%	$ 156.00	
SUBTOTAL				$ 1,716.00

Equipment (Fill in details on Tab C)

8 Equipment *(Details on Tab C-EQUIPMENT)*			$ 700.00	
9 Overhead & Profit on Item 8. *(10% maximum)*	OH & P Rate:	10.0%	$ 70.00	
SUBTOTAL				$ 770.00

Sub-Subcontractors (Fill in details on Tab D - Include sub-subcontractor quotes with material & equipment backup)

10 Subcontractors			$ -	
11 Overhead & Profit on Item 10. *(2.5% per Prime contract)*	OH & P Rate:	2.5%	$ -	
SUBTOTAL				$ -

Bonds

SUBTOTAL OF PROPOSAL				$ 2,723.79
12 Bonds (% of subtotal of proposal):	Rate:	0.0%	$ -	
CHANGE PROPOSAL TOTAL				$ 2,723.79

Adjustment in the Subcontract Sum

ORIGINAL SUBCONTRACT SUM	
PREVIOUS APPROVED CHANGE ORDERS	
SUBCONTRACT SUM PRIOR TO THIS CHANGE ORDER	$ -
AMOUNT OF THIS CHANGE ORDER	$ 2,723.79
NEW SUBCONTRACT SUM INCLUDING THIS CHANGE ORDER	$ 2,723.79

Time Extension Requests:

_____ day(s) _____ Schedule Activity # Affected

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Subcontractor's Signature: **Oscar Hernandez** **Date:** 7/20/2026

J.M. Cope, Inc.'s Signature: _____ **Date:** _____

Std Form Rev. 2024.04.23

MATERIALS - DETAILED QTY. BREAKDOWN

Item Description	Qty.	Unit	Unit Rate	Total
(EXAMPLE - type over the example)				
ABC Stone	5	Ton	$45	$ 202.50
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			MATERIAL TOTAL:	$ 202.50

LABOR - DETAILED QTY. BREAKDOWN

Item Description	Qty.	Unit	Unit Rate	Total
(EXAMPLE - type over the example)				
Dig/backfill footings (3 men 8 hours)	24	MH	$ 65.00	$ 1,560.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			LABOR TOTAL:	$ 1,560.00

EQUIPMENT - DETAILED QTY. BREAKDOWN *(** IF RENTED, PLEASE PROVIDE QUOTE **)*

Item Description	Qty.	Unit	Unit Rate (include sales tax)	Total
(EXAMPLE - type over the example)				
Mini	1	LS	$500	$ 500.00
Compactor	1	LS	$ 200.00	$ 200.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			EQUIPMENT TOTAL:	$ 700.00

SUBCONTRACTOR CHANGE ORDER PROPOSAL FORM

Cells highlighted in green are dictated by the Prime Contract

Subcontractor to fill yellow cells and tabs

				Date
Project:	**Lenoir Campus Improvement Projects**	**Proposal #:**	**7**	**7/20/2026**
Subcontract #:	**24055-SC02**	**Project #:**	**24-055**	
Subcontractor:	**Piedmont Concrete Group, LLC**	**Bid Package #:**	**300**	

Description of change:
Gym Ramp footings unsuitable soil

Materials (Fill in details on Tab A)

1 Total Direct Cost of Materials *(Details on Tab A-MATERIALS)*			$ 810.00	
2 Sales Tax *(Line Item #1 x Project's Sales Tax Rate)*	Project Sales Tax Rate:	6.75%	$ 54.68	
MATERIALS & SALES TAX SUBTOTAL			$ 864.68	
3 Overhead & Profit *(10% maximum, includes small tools, consumables & sales tax))*	OH & P Rate:	10.0%	$ 86.47	
4 Shipping & Transportation (including sales tax)			$ -	
			SUBTOTAL	$ 951.14

Labor (Fill in details on Tab B)

5 Total Manhours *(Details on Tab B-LABOR)*			$ 2,600.00	
6 Labor Burden	Rate:		$ -	
MANHOURS & LABOR BURDEN SUBTOTAL			$ 2,600.00	
7 Overhead & Profit on Item 5 *(10% maximum on straight labor cost, not premium portion)* *(O&P includes supervisor's time)*	OH & P Rate:	10.0%	$ 260.00	
			SUBTOTAL	$ 2,860.00

Equipment (Fill in details on Tab C)

8 Equipment *(Details on Tab C-EQUIPMENT)*			$ 700.00	
9 Overhead & Profit on Item 8. *(10% maximum)*	OH & P Rate:	10.0%	$ 70.00	
			SUBTOTAL	$ 770.00

Sub-Subcontractors (Fill in details on Tab D - Include sub-subcontractor quotes with material & equipment backup)

10 Subcontractors			$ -	
11 Overhead & Profit on Item 10. *(2.5% per Prime contract)*	OH & P Rate:	2.5%	$ -	
			SUBTOTAL	$ -

Bonds

			SUBTOTAL OF PROPOSAL	$ 4,581.14
12 Bonds (% of subtotal of proposal):	Rate:	0.0%		$ -
			CHANGE PROPOSAL TOTAL	$ 4,581.14

Adjustment in the Subcontract Sum

ORIGINAL SUBCONTRACT SUM	
PREVIOUS APPROVED CHANGE ORDERS	
SUBCONTRACT SUM PRIOR TO THIS CHANGE ORDER	$ -
AMOUNT OF THIS CHANGE ORDER	$ 4,581.14
NEW SUBCONTRACT SUM INCLUDING THIS CHANGE ORDER	$ 4,581.14

Time Extension Requests:

_____ day(s) _____ Schedule Activity # Affected

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Subcontractor's Signature: **Oscar Hernandez** **Date:** 7/20/2026

J.M. Cope, Inc.'s Signature: _____ **Date:** _____

Std Form Rev. 2024.04.23

7/13/2026

Description

Taken Date
07/16/2026 at 08:59 am

Upload Date
07/16/2026 at 09:28 am

Uploaded By
Hunter Galliher

File Name
280C740B-DE37-4748-A...



7/13/2026

Description

Taken Date
07/16/2026 at 08:58 am

Upload Date
07/16/2026 at 09:28 am

Uploaded By
Hunter Galliher

File Name
021D0B9E-39FD-4724-9...



Unclassified

Description

Taken Date
07/15/2026 at 07:53 am

Upload Date
07/15/2026 at 07:53 am

Uploaded By
Jay Lyon

File Name
9D9A0B0E-0E91-41BD-A...



Unclassified

Description

Taken Date
07/15/2026 at 07:53 am

Upload Date
07/15/2026 at 07:53 am

Uploaded By
Jay Lyon

File Name
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Unclassified

Description

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07/15/2026 at 07:52 am

Upload Date
07/15/2026 at 07:53 am

Uploaded By
Jay Lyon

File Name
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Unclassified

Description

Taken Date
06/10/2026 at 08:22 am

Upload Date
06/10/2026 at 08:22 am

Uploaded By
Jay Lyon

File Name
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Unclassified

Description

Taken Date
06/10/2026 at 08:22 am

Upload Date
06/10/2026 at 08:22 am

Uploaded By
Jay Lyon

File Name
CE310877-B350-4673-9...



Unclassified

Description

Taken Date
06/05/2026 at 03:00 pm

Upload Date
06/05/2026 at 03:02 pm

Uploaded By
Jay Lyon

File Name
F9BE47BF-4A9E-4F67-B...



Unclassified

Description

Taken Date
06/05/2026 at 01:36 pm

Upload Date
06/05/2026 at 01:37 pm

Uploaded By
Jay Lyon

File Name
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Docusign Envelope ID: 1776E576-190C-87D8-81B2-25D2E6DF85B5

PCCO #010

J.M. Cope, Inc.
199 S Cherry Road (29730)/ P.O. Box 4047
Rock Hill, South Carolina 29732
Phone: (803) 329-3250

Project: 24-055 - CITY OF LENOIR-CAMPUS IMPROVEMENTS
1114 COLLEGE AVE SW; 1116 College Ave SW; 1129 West Avenue NW
LENOIR, North Carolina 28645

Prime Contract Change Order #010: CE #031 - Concession Floor Reinforcement

TO:	**Lenoir, City of** PO Box 958 / 801 West Avenue NW Lenoir, North Carolina 28645	**FROM:**	**JM Cope, Inc.** PO Box 4047 Rock Hill, South Carolina 29732
DATE CREATED:	8/13/2026	**CREATED BY:**	Hunter Galliher **(JM Cope, Inc.)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:	10 days	**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	1:The "Campus" Project	**TOTAL AMOUNT:**	$28,632.00

DESCRIPTION:
CE #031 - Concession Floor Reinforcement
Due to existing structural floor support conditions, and lack of support for the expected live and dead loads additional flooring support is required to meet 80 PSF. This change order is for the following:

1. Furnish and Installation of new 2x12's @ 12" O.C. between each bay.
2. Furnish and Installation of new face mounted hangers for existing joists with no hangers. Simpson Strong Tie LUS.
3. Furnish and Installation of new 6x6 Timber post at each side of the pipe column.

Exclusions/Clarifications:

1. This work is currently delaying the completion of the concession room above due to structural load support.
2. This change order does not include any floor leveling/jacking. Per note 3 shims will be provided as required for solid bearing.
3. This change order does not include any termite damage repair or remediation if discovered.
4. Currently there are no Simpson strong ties shown to be installed at the (8) locations where the "Existing Built Up 2x10 Joists" attached to the existing 5x12 girder, and to the perimeter wall. No additional support has been included in this change order for these locations.
5. This change order does not include any electrical rework that is required for the installation of this scope of work. Change order for electrical work will be submitted under separate cover.
6. This change order does
7. The change request only includes what is explicitly listed above, and included in subcontractor pricing back up. Any unforeseen additional work outside of what is stated above and detailed on sheets S1.4 dated 7/29/2026 is not included. JMC reserves the rights to additional time and costs as a result of this added scope. JMC will notify project team of any additional cost or time due to unforeseen or concealed conditions and will be submitted under separate cover.

ATTACHMENTS:
Document1.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
020	CE #031 - Concession Floor Reinforcement	10 days	$28,632.00
		Total:	$28,632.00

PCCO #010

CHANGE ORDER LINE ITEMS:

PCO # 020: CE #031 - Concession Floor Reinforcement

#	Budget Code	Description	Amount	OH&P (5.00% Applies to All Line Items)	Subtotal
1	09-200.S PLASTER & GYPSUM BOARD.SUBCONTRACTOR	Concession Structural Floor Support	$27,268.57	$1,363.43	$28,632.00
		Subtotal:	**$27,268.57**	**$1,363.43**	**$28,632.00**
				Grand Total:	**$28,632.00**

The original (Contract Sum)	$43,000.00
Net change by previously authorized Change Orders	$5,143,646.00
The contract sum prior to this Change Order was	$5,186,646.00
The contract sum would be changed by this Change Order in the amount of	$28,632.00
The new contract sum including this Change Order will be	$5,215,278.00

The contract time will be increased by this Change Order by 10 days.

Base Contract Amount	$ 5,186,646.00	
PCCO 3	$ 10,046.48	
Revised Contract Total with PCCO 3	$ 5,196,692.48	
PCCO 4	$ 6,108.91	
Revised Contract Total with PCCO 3, 4	$ 5,202,801.39	
PCCO 6	$ 8,734.97	
Revised Contract Total with PCCO 3, 4, 6	$ 5,211,536.36	
PCCO 8	$ 7,670.18	
Revised Contract Total with PCCO 3,4,6,8	$ 5,219,206.54	
PCCO 10	$ 28,632.00	
Revised Contract Total with PCCO 3,4,6,8,10	$ 5,247,838.54	

Lenoir, City of
PO Box 958 / 801 West Avenue NW
Lenior, North Carolina 28645

JM Cope, Inc.
PO Box 4047
Rock Hill, South Carolina 29732

DocuSigned by:
Ethan Page
18B17F8C7934447...

8/20/2026 | 7:34 AM PDT

SIGNATURE **DATE** | **SIGNATURE** **DATE** | **SIGNATURE** **DATE**

Docusign Envelope ID: 1776E576-190C-87D8-81B2-25D2E6DF85B5

SUBCONTRACTOR CHANGE ORDER PROPOSAL FORM

Cells highlighted in green are dictated by the Prime Contract

Subcontractor to fill yellow cells and tabs

				Date
Project:	Lenoir Campus Improvement Projects	Proposal #:	Subcontractor CO proposal #	08.13.26
Subcontract #:	24055-SC08	Project #:	24-055	
Subcontractor:	Gibson Custom Construction	Bid Package #:		

Description of change:
Pottery Area LVLs and joist per structural concession floor plan Sheet S1.4

Materials (Fill in details on Tab A)

1	Total Direct Cost of Materials (Details on Tab A-MATERIALS)		$ 7,821.88	
2	Sales Tax (Line Item #1 x Project's Sales Tax Rate)	Project Sales Tax Rate: 6.75%	$ 527.98	
	MATERIALS & SALES TAX SUBTOTAL		$ 8,349.86	
3	Overhead & Profit (10% maximum, includes small tools, consumables & sales tax))	OH & P Rate: 10.0%	$ 834.99	
4	Shipping & Transportation (including sales tax)		$ 724.00	
	SUBTOTAL			$ 9,908.84

Labor (Fill in details on Tab B)

5	Total Manhours (Details on Tab B-LABOR)		$ 11,330.00	
6	Labor Burden	Rate: 35.0%	$ 3,965.50	
	MANHOURS & LABOR BURDEN SUBTOTAL		$ 15,295.50	
7	Overhead & Profit on Item 5 (10% maximum on straight labor cost, not premium portion) (O&P includes supervisor's time)	OH & P Rate: 10.0%	$ 1,529.55	
	SUBTOTAL			$ 16,825.05

Equipment (Fill in details on Tab C)

8	Equipment (Details on Tab C-EQUIPMENT)		$ -	
9	Overhead & Profit on Item 8. (10% maximum)	OH & P Rate: 10.0%	$ -	
	SUBTOTAL			$ -

Sub-Subcontractors (Fill in details on Tab D - Include sub-subcontractor quotes with material & equipment backup)

10	Subcontractors		$ -	
11	Overhead & Profit on Item 10. (2.5% per Prime contract)	OH & P Rate: 2.5%	$ -	
	SUBTOTAL			$ -

Bonds

	SUBTOTAL OF PROPOSAL			$ 26,733.89
12	Bonds (% of subtotal of proposal):	Rate: 2.0%		$ 534.68
	CHANGE PROPOSAL TOTAL			$ 27,268.57

Adjustment in the Subcontract Sum

ORIGINAL SUBCONTRACT SUM	$ 274,925.00
PREVIOUS APPROVED CHANGE ORDERS	$ 101,562.47
SUBCONTRACT SUM PRIOR TO THIS CHANGE ORDER	$ 376,487.47
AMOUNT OF THIS CHANGE ORDER	$ 27,268.57
NEW SUBCONTRACT SUM INCLUDING THIS CHANGE ORDER	$ 403,756.04

Time Extension Requests:

_____ day(s) _____ Schedule Activity # Affected

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Subcontractor's Signature: _____ Date: _____

J.M. Cope, Inc.'s Signature: _____ Date: _____

Std Form Rev. 2024.04.23

Docusign Envelope ID: 1776E576-190C-87D8-81B2-25D2E6DF85B5

CO Proposal Attachment 24055-SC08 Subcontractor Gibson Custom Construct08.13.26

MATERIALS - DETAILED QTY. BREAKDOWN

Item Description	Qty.	Unit	Unit Rate	Total
(EXAMPLE - type over the example)				
Wood Material	1	EA	$ 7,471.88	$ 7,471.88
Fasteners	1	EA	$ 350.00	$ 350.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			MATERIAL TOTAL:	$ 7,821.88

Docusign Envelope ID: 1776E576-190C-87D8-81B2-25D2E6DF85B5

CO Proposal Attachment 24055-SC08 Subcontractor COGibson Custom Constructi 08.13.26

LABOR - DETAILED QTY. BREAKDOWN

Item Description	Qty.	Unit	Unit Rate	Total
(EXAMPLE - type over the example)				
Project Manager	3	MH	$ 65.00	$ 195.00
Field Manager	25	MH	$ 45.00	$ 1,125.00
Mobilize Material	2	MH	$ 130.00	$ 260.00
Set Post	5	MH	$ 130.00	$ 650.00
Install LVLS	25	MH	$ 130.00	$ 3,250.00
Install Joists	20	MH	$ 130.00	$ 2,600.00
Bracing and Screws	5	MH	$ 130.00	$ 650.00
Hanger install	20	MH	$ 130.00	$ 2,600.00
				$ -
				$ -
				$ -
				$ -
				$ -
			LABOR TOTAL:	$ 11,330.00

1 lead carpenter @
$30 hr
4 carpenters @
$25 hr
= $130 unit rate

Docusign Envelope ID: 1776E576-190C-87D8-81B2-25D2E6DF85B5

CO Proposal Attachment 24055-SC08 Subcontractor CO Gibson Custom Construction 08.13.26

EQUIPMENT - DETAILED QTY. BREAKDOWN (** IF RENTED, PLEASE PROVIDE QUOTE **)

Item Description	Qty.	Unit	Unit Rate (include sales tax)	Total
(EXAMPLE - type over the example)				
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			EQUIPMENT TOTAL:	$ -

Docusign Envelope ID: 1776E576-190C-87D8-81B2-25D2E6DF85B5

SUB-SUBCONTRACTORS (LOWER TIER(s)) BREAKDOWN (** PROVIDE QUOTE(s) **)

Item Description	Qty.	Unit	Unit Rate	Total
(EXAMPLE - type over the example)				
TAB CONTRACTOR, XXXXX	1	LS	$ -	$ -
FIRE ALARM CONTRACTOR, XXXX	1	LS	$ -	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			SUBCONTRACTOR TOTAL:	$ -

Docusign Envelope ID: 1776E576-190C-87D8-81B2-25D2E6DF85B5

ESTIMATE #41 — 84 LUMBER CO. — CUSTOMER COPY

NAME: CAROLINA'S R/E OPT. & CONST.
CODE: 0246231600-024-000
ADDRESS: JOB:LENOIR CAMPUS/1114 CO
HUNTERSVILLE, NC 28078
PHONE: (704) 907-4674 FAX:
PROJECT: LENOIR CAMPUS

STORE: 2316 - 84 LUMBER COMPANY
ADDRESS: 11628 MCCORD RD
PHONE: (704) 948-8467
ASSOCIATE: DEVON RAMBO
EST DATE: 08/11/26 START: / /
Job Loc: 1114 COLLEGE AVE SW
LENOIR, NC 28645 C00

< THIS IS NOT A RECEIPT >

P.O.S.#

		QTY	DESCRIPTION	PRICE	EXTENDED
			** DELIVERED LENOIR POTTERY AREA LVLS		
3.	E 6061007	6	6X6X10 SYP TREATED #1	38.88	233.28
4.	E 6322957	6	ABA66Z (10)	25.78	154.68
5.	5511750	6	STB2-62500F20 5/8X5	2.60	15.60
6.	E 2061204	1	2X6X12 KD SYP #2	7.05	7.05
7.	E 2041404	16	2X4X14 KD SYP #2	6.76	108.16
8.	88494	176	14" LVL	9.85	1733.60
9.	88400		8/14 4/16		
10.	E 2081404	2	2X8X14 KD SYP #2	10.50	21.00
11.	E 2081604	1	2X8X16 KD SYP #2	13.85	13.85
12.	E 2101604	12	2X10X16 KD SYP #2	20.50	246.00
13.	E 9927600	36	LUS210-2Z (25)	4.06	146.16
14.	E 2121604	88	2X12X16 KD SYP #2	23.82	2096.16

Docusign Envelope ID: 1776E576-190C-87D8-81B2-25D2E6DF85B5

NAME: CAROLINA'S R/E OPT. & CONST.
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EST DATE: 08/11/26 START: / /
Job Loc: 1114 COLLEGE AVE SW
LENOIR, NC 28645 C00

< THIS IS NOT A RECEIPT >

P.O.S.#

		QTY	DESCRIPTION	PRICE	EXTENDED
15. E	9927700	88	LUS210Z (50)	2.25	198.00
16.	88445	88	BA212	17.42	1532.96
17.	88445	1	UPS	165.00	165.00
18. E	5537000	16	HGUS410 (12)	45.88	734.08
19.	1000113	5	SDS25212-R25 (12)	13.26	66.30

SUBTOTAL	$7,471.88
6.75% TAX TM	$504.35
TOTAL	$7,976.23

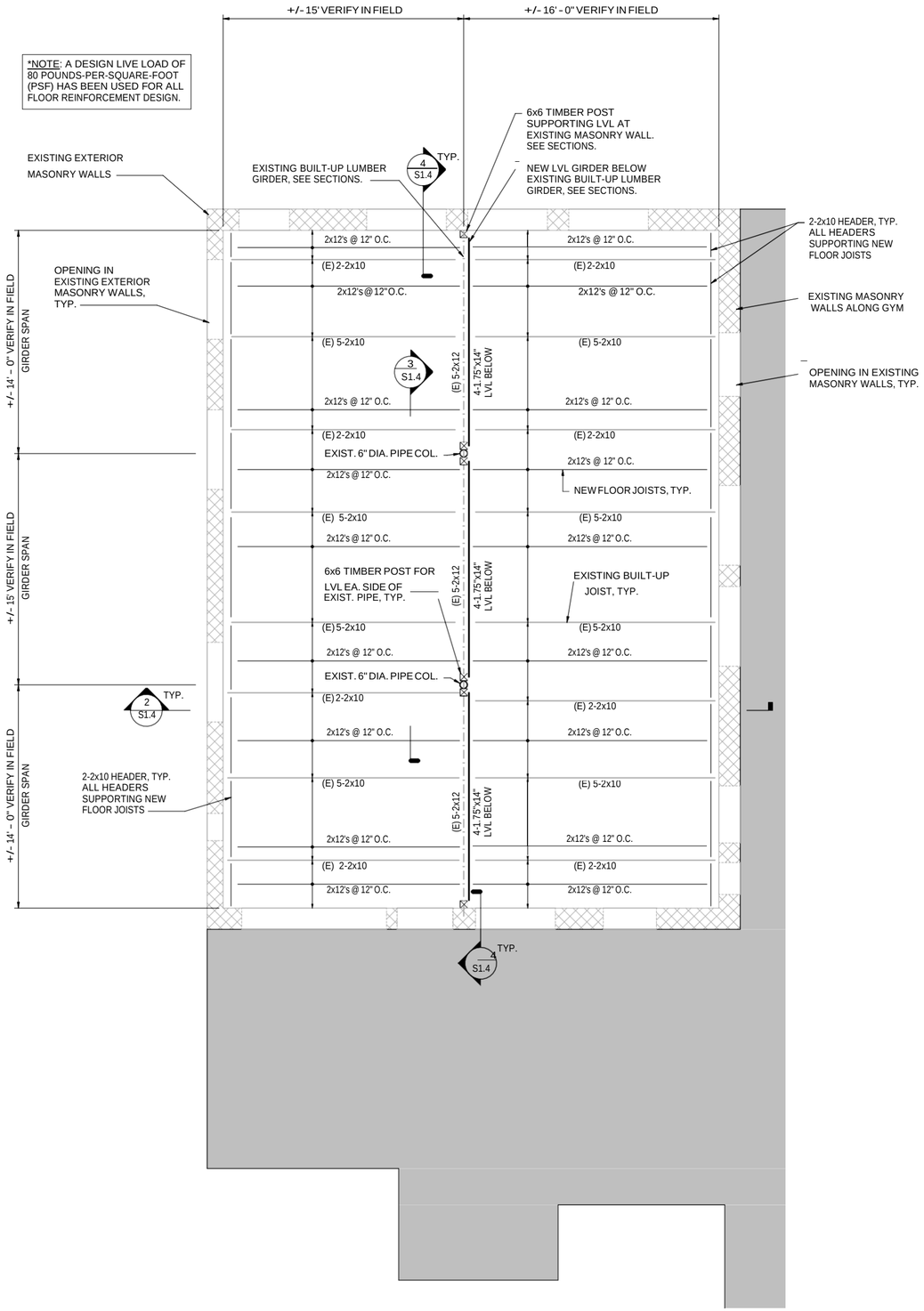
84 LUMBER CO. ESTIMATE AND PRICING POLICY

1. REGULAR UNIT PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE ANYTIME AFTER 30 DAYS FOLLOWING DATE OF ESTIMATE.
2. SALE PRICES ARE IN EFFECT ONLY UNTIL THE END OF THE ADVERTISED SALE PERIOD.
3. CUSTOMER DEPOSIT OF FULL AMOUNT OF ESTIMATED TOTAL PRICE WILL RENDER UNIT PRICES FIRM FOR 30 DAYS FROM DATE OF DEPOSIT.
4. 84 LUMBER CO. ASSUMES NO RESPONSIBILITY FOR ACCURACY OF TAKE OFFS FROM DRAWINGS OR BLUEPRINTS OR THAT THE PRODUCTS LISTED WILL BE SUFFICIENT TO COMPLETE CUSTOMER'S INTENDED PROJECT. CUSTOMERS SHOULD HAVE QUALIFIED ENGINEER OR ARCHITECT REVIEW ALL QUANTITIES.
5. THIS ESTIMATE DOES NOT CONSTITUTE A CONTRACT OF SALE OR GUARANTEE AVAILABILITY OF ANY PRODUCT LISTED.
6. ALL PRICES QUOTED BASED ON TOTAL PACKAGE PRICE AND SUBJECT TO CHANGE IF TOTAL PACKAGE NOT PURCHASED OR CONTENTS OF PACKAGE CHANGE.

For this project, call Maggie's Mgmt LLC dba 84 Insurance for a quote on Builders Risk Insurance at 877-866-1384 Opt. 1 Ext. 2165 or visit 84insurance.com.

Maggies Management, LLC is a licensed insurance producer and is a separate entity from 84 Lumber Co. 84 Lumber Co. is not licensed to and does not sell insurance.

Docusign Envelope ID: 1776E576-190C-87D8-81B2-25D2E6DF85B5



1 STRUCTURAL CONCESSIONS REINFORCEMENT PARTIAL PLAN
1/4" = 1'-0"

NORTH REF.

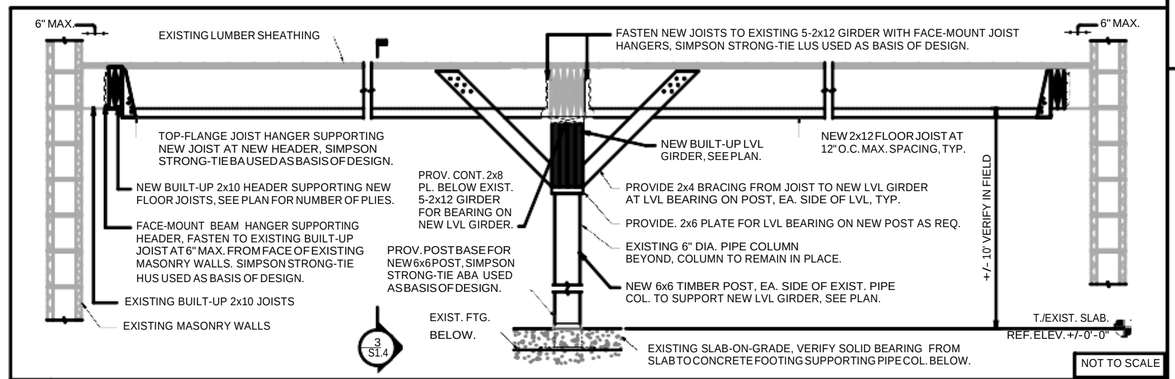
0 2' 4' 8'
1/4" = 1'-0"

GYM CONCESSIONS FLOOR REINFORCEMENT PLAN NOTES

1. ALL LAMINATED-VENEER-LUMBER (LVL) FRAMING MEMBERS SHALL BE TRUS JOIST MICRO LLAM 2.0E MATERIAL, OR EQUAL, WITH REFERENCE ALLOWABLE STRESSES AS PROVIDED BELOW:

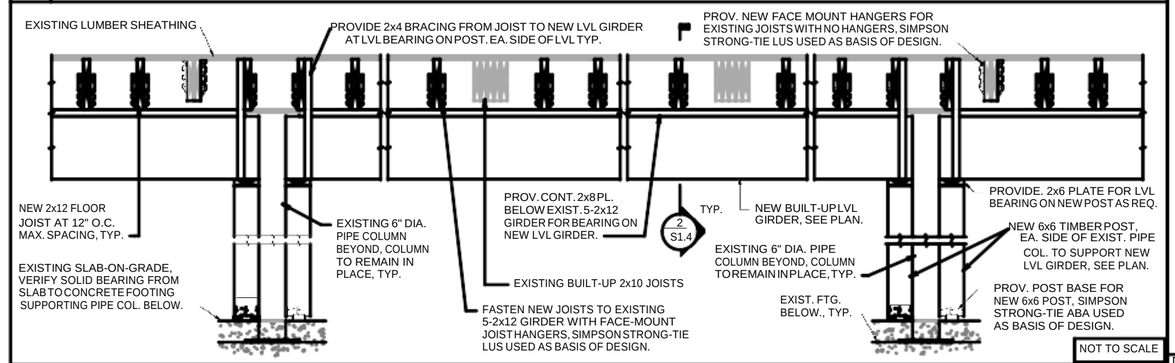
   MICRO LLAM 2.0E LVL - BEAMS
   EXTREME FLEXURAL STRESS..... F_b = 2,600 PSI
   TENSION PARALLEL TO GRAIN..... F_t = 1,895 PSI
   SHEAR PARALLEL TO GRAIN..... F_v = 285 PSI
   COMPRESSION PERPENDICULAR TO GRAIN..... $F_{c\,per.}$ = 750 PSI
   COMPRESSION PARALLEL TO GRAIN..... $F_{c\,par.}$ = 2,510 PSI
   MODULUS OF ELASTICITY..... E = 2.0 x 10^6 PSI
   SHEAR MODULUS OF ELASTICITY..... G = 125,000 PSI
   SPECIFIC GRAVITY..... SG = 0.50

   LVL MATERIAL SHALL COMPLY WITH ASTM D5456 AND BE MANUFACTURED BY WEYERHAEUSER. FIELD CUTTING, NOTCHING, DRILLING, OR TAPERING OF LVL MEMBERS IS NOT PERMITTED WITHOUT WRITTEN APPROVAL OF AVERY ENGINEERING. ALL LVL'S EXPOSED TO MOISTURE DURING CONSTRUCTION SHALL BE PROTECTED FROM PROLONGED WETTING. ALL INSTALLATION AND CONSTRUCTION UTILIZING MICRO LLAM LVL'S SHALL CONFORM TO ALL OF THE MANUFACTURER'S REQUIREMENTS AND RECOMMENDATIONS.
2. FASTEN LVL PLIES TOGETHER WITH (3) ROWS OF 12d COMMON NAILS THROUGH EACH FACE AT 12 INCHES ON CENTER IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. REFER TO THE MANUFACTURER'S SPECIFICATIONS FOR ALTERNATIVE BUILT-UP LVL FASTENING OPTIONS.
3. THE EXISTING LUMBER GIRDER SHALL BEAR SOLID ON THE NEW LVL GIRDERS. PROVIDE SHIMS AS REQUIRED TO ACHIEVE SOLID BEARING, SEE TO SECTIONS.
4. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS REQUIRED. ANY DISCREPANCIES BETWEEN FIELD CONDITIONS AND THESE DOCUMENTS SHALL BE REPORTED TO AVERY ENGINEERING PRIOR TO CONSTRUCTION.
5. ALL NEW DIMENSION LUMBER FRAMING MEMBERS TO BE SOUTHERN PINE NO.2 MINIMUM GRADE LUMBER, TYP.
6. IF EXISTING WOOD FLOOR FRAMING COMPONENTS DISPLAY EVIDENCE OF WOOD ROT, TERMITE DAMAGE, OR SIMILAR DAMAGE, CONTRACTOR TO COORDINATE WITH OWNER, ARCHITECT AND AVERY ENGINEERING ON REMOVAL AND REPLACEMENT OF EXISTING DAMAGED FRAMING COMPONENTS.



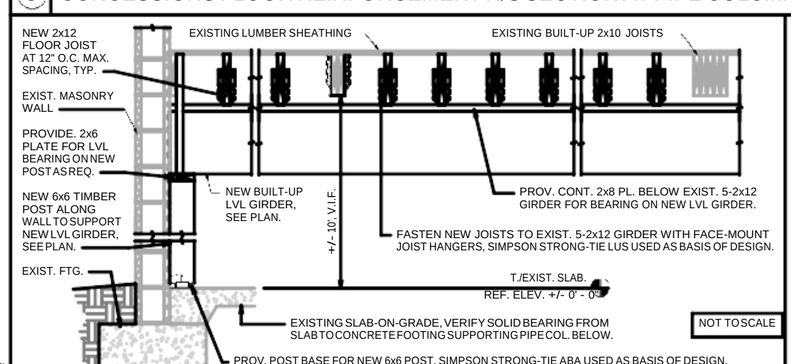
NOT TO SCALE

2 CONCESSIONS FLOOR REINFORCEMENT E/W SECTION



NOT TO SCALE

3 CONCESSIONS FLOOR REINFORCEMENT N/S SECTION AT PIPE COLUMNS



NOT TO SCALE

4 CONCESSIONS FLOOR REINFORCEMENT N/S SECTION AT WALL

AVERY ENGINEERING
7496 WATERSIDE PEAK DRIVE
DENVER, NORTH CAROLINA 28037
OFFICE: (980) 241 - 0707
www.avery.engineering

DRAFT ISSUED FOR REVIEW, NOT FOR CONSTRUCTION
J. ARI...

NORTH CAROLINA ENGINEERING FIRM #P-0666

LENOIR HIGH SCHOOL GYMNASIUM
STRUCTURAL CONCESSIONS FLOOR PLAN

1116 COLLEGE AVE. SW
LENOIR, NORTH CAROLINA

DATE: 2026.07.29

REVISIONS:

REV.	DESCRIPTION	DATE
0	I.F.C.	2026.02.02
1	REV. PIERS	2026.03.16
2	CONCENSSION FLOOR REINF.	2026.07.29

DRAWN BY: LCH
CHECKED BY: ARA
AE PROJECT NO.: AE.25116
ISSUED FOR PRICING

SHEET: S1.4

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April 2026 Monthly Report

MAINTENANCE DEPARTMENT QUARTERLY REPORT

DATE	CODE	FACILITY	MAINT 010	PLMB 020	ELECT 030	MECHAN 040	CONST 050	PUB SERV 060	TOTAL HOURS
	106	GREENWAY	✓		✓		✓		24
	120	CITY HALL	✓						8
	121	AQUATIC	✓	✓	✓	✓			154
	122	MULBERRY REC	✓	✓	✓		✓		54.5
	122	OPTIMIST PARK							
	123	MLK	✓	✓	✓	✓			23
	124	WEST END							
	129	CABINET SHOP							
	130	BROY PARK BDGS							
	131	WATER DEPT							
	132	GARDEN SHED	✓	✓	✓				15
	920	BLACKBERRY FEST							
	312	TRAINING							
	250	VEHICLE SERV							
	260	MAINTENANCE	✓			✓			24
	264	PUBLIC SERV							
	270	PUBLIC WORKS	✓	✓	✓	✓			32
	280	HOGWALLER							
	300	STREETSCAPE							
	310	LAW ENFORCEMENT	✓		✓				20
	321	SCULPTURE			✓				1
	340	CENTRAL FIRE		✓					5
	341	FIRE STATION #2		✓					19
	342	FIRE STATION #3							"
	357	RAILROAD							
	360	WILSON PARK							
	362	BROY PARK GROUNDS	✓		✓				39
	363	LHS GYM	✓		✓	✓			131
	364	POTTERY CLASS							
	367	COOK STADIUM							
	513	SNOW							
	440	NEWS SCULPTURE							
	510	STREET DEPT							
	512	TRAFFIC LIGHTS							
		WETLANDS	✓						2
	580	SHOOTING RANGE							
	583	STAGE							
	710	SANITATION	✓						7
	740	BLUE RIDGE CEM	✓						1
	741	BELLEVIEW CEM							
	901	EVCS							
	920	MAIN STREET	✓	✓	✓			✓	37
	920	BBQ FESTIVAL							
	6130	SOCCER COMPLEX	✓						2
								Total	0

VAC 56 COMP 8 Sick 24.5 HOLIDAY 32 PL TOTAL 719 hrs.

May 2026 Monthly Report

MAINTENANCE DEPARTMENT QUARTERLY REPORT

DATE	CODE	FACILITY	MAINT 010	PLMB 020	ELECT 030	MECHAN 040	CONST 050	PUB SERV 060	TOTAL HOURS
	106	GREENWAY	✓						15
	120	CITY HALL	✓						12
	121	AQUATIC	✓	✓	✓		✓		309
	122	MULBERRY REC	✓	✓	✓				30
	122	OPTIMIST PARK							
	123	MLK	✓		✓		✓		41
	124	WEST END							
	129	CABINET SHOP							
	130	BROY PARK BDGS			✓				2
	131	WATER DEPT	✓						1
	132	GARDEN SHED	✓	✓	✓		✓		62
	920	BLACKBERRY FEST							
	312	TRAINING							
	250	VEHICLE SERV	✓		✓		✓		24
	260	MAINTENANCE	✓						23
	264	PUBLIC SERV							
	270	PUBLIC WORKS	✓			✓		✓	45.5
	280	HOGWALLER							
	300	STREETSCAPE							
	310	LAW ENFORCEMENT	✓	✓	✓		✓		33
	321	SCULPTURE							
	340	CENTRAL FIRE				✓			10
	341	FIRE STATION #2		✓					16
	342	FIRE STATION #3							"
	357	RAILROAD							
	360	WILSON PARK							
	362	BROY PARK GROUNDS							
	363	LHS GYM	✓		✓				14
	364	POTTERY CLASS							
	367	COOK STADIUM							
	513	SNOW							
	440	NEWS SCULPTURE							
	510	STREET DEPT							
	512	TRAFFIC LIGHTS	✓						1
		WETLANDS	✓						7
	580	SHOOTING RANGE							
	583	STAGE							
	710	SANITATION	✓						1
	740	BLUE RIDGE CEM							
	741	BELLEVIEW CEM							
	901	EVCS							
	920	MAIN STREET	✓				✓		47
	920	BBQ FESTIVAL							
	6130	SOCCER COMPLEX	✓						4

Total 0

VAC 56.5 COMP 16 Sick 26 HOLIDAY 40 PL 4 TOTAL 840 hrs

June 2026 Monthly Report

MAINTENANCE DEPARTMENT QUARTERLY REPORT

DATE	CODE	FACILITY	MAINT 010	PLMB 020	ELECT 030	MECHAN 040	CONST 050	PUB SERV 060	TOTAL HOURS
	106	GREENWAY	✓						2
	120	CITY HALL	✓	✓		✓	✓		23
	121	AQUATIC	✓	✓	✓	✓	✓		379.5
	122	MULBERRY REC	✓		✓				92
	122	OPTIMIST PARK							
	123	MLK	✓	✓		✓			98.5
	124	WEST END							
	129	CABINET SHOP							
	130	BROY PARK BDGS	✓						5
	131	WATER DEPT							
	132	GARDEN SHED							
	920	BLACKBERRY FEST							
	312	TRAINING							
	250	VEHICLE SERV	✓		✓				6
	260	MAINTENANCE	✓						17
	264	PUBLIC SERV							
	270	PUBLIC WORKS	✓					✓	10
	280	HOGWALLER							
	300	STREETSCAPE							
	310	LAW ENFORCEMENT				✓			4
	321	SCULPTURE							
	340	CENTRAL FIRE	✓		✓	✓			50
	341	FIRE STATION #2			✓	✓			12
	342	FIRE STATION #3							
	357	RAILROAD							
	360	WILSON PARK							
	362	BROY PARK GROUNDS							
	363	LHS GYM			✓				12
	364	POTTERY CLASS							
	367	COOK STADIUM	✓						2
	513	SNOW							
	440	NEWS SCULPTURE							
	510	STREET DEPT							
	512	TRAFFIC LIGHTS	✓		✓				25.5
		WETLANDS							
	580	SHOOTING RANGE							
	583	STAGE							
	710	SANITATION							
	740	BLUE RIDGE CEM	✓						6
	741	BELLEVIEW CEM							
	901	EVCS							
	920	MAIN STREET	✓		✓			✓	80
	920	BBQ FESTIVAL							
	6130	SOCCER COMPLEX	✓	✓					27
								Total	0

VAC 8.5 COMP 7.5 SICK 1.5 HOLIDAY PL 24

TOTAL 893 hrs

CITY OF LENOIR VEHICLE SERVICES
DEPARTMENT COST REPORT SUMMARY
4/01/2026 - 6/30/2026

Department	Labor Cost	Part Cost	PO Cost	Fuel Cost	TOTAL Cost
Administration			$0.00		**$0.00**
Building Maintenance	$197.80	$300.13	$0.00	$2,820.85	**$3,318.78**
Cemetery	$46.00	$54.80	$0.00	$3,578.30	**$3,679.10**
Fire Administration	$105.80	$123.23	$0.00	$1,156.13	**$1,385.16**
Fire Prevention	$23.00	$10.00	$0.00	$513.89	**$546.89**
Fire Supression	$255.30	$1,230.80	$1,447.66	$10,691.08	**$13,624.84**
Gunpowder WWT	$11.50	$1.00	$0.00	$568.55	**$581.05**
IT	$0.00	$0.00	$0.00	$868.57	**$868.57**
Lower Creek WWT	$634.80	$1,625.35	$275.00	$9,333.70	**$11,868.85**
Parks & Public Properties	$979.80	$1,391.33	$107.70	$8,683.81	**$11,162.64**
Parks & Rec	$241.50	$682.12	$0.00	$886.76	**$1,810.38**
Planning Dept.	$0.00	$0.00	$0.00	$149.40	**$149.40**
Police Administration	$308.20	$1,167.54	$0.00	$2,655.95	**$4,131.69**
Police Detectives	$977.50	$4,103.46	$0.00	$6,130.93	**$11,211.89**
Police Patrol	$6,900.00	$14,939.05	$7,572.06	$46,792.36	**$76,203.47**
Police Support	$59.80	$65.34	$0.00	$1,090.77	**$1,215.91**
Pre Treatment	$0.00	$0.00	$0.00	$0.00	**$0.00**
Public Services	$126.50	$315.39	$9.37	$839.99	**$1,291.25**
Rhodhiss Water Treatment	$368.00	$627.40	$0.00	$1,995.14	**$2,990.54**
Risk Management	$0.00	$0.00	$0.00	$0.00	**$0.00**
Sanitation Residential	$2,240.20	$8,484.97	$485.00	$20,956.56	**$32,166.73**
Sewer Collections	$943.00	$4,073.72	$206.00	$6,864.72	**$12,087.44**
Sign Division	$0.00	$0.00	$0.00	$1,081.18	**$1,081.18**
Street Administration	$0.00	$0.00	$0.00	$1,252.70	**$1,252.70**
Street Maintenance	$3,597.20	$23,861.64	$443.45	$15,711.61	**$43,613.90**
Vehicle Services	$876.30	$2,572.41	$45.01	$1,604.60	**$5,098.32**
Water Distrbution	$880.90	$1,998.65	$0.00	$6,762.30	**$9,641.85**
Water Resources	$142.60	$118.69	$0.00	$5,338.34	**$5,599.63**
	$19,915.70	**$67,747.02**	**$10,591.25**	**$158,328.19**	**$256,582.16**

CALDWELL SOIL & WATER	$0.00	**$0.00**
GAMEWELL FIRE	$0.00	**$0.00**

CITY OF LENOIR
LAKE RHODHISS WATER TREATMENT FACILITY
QUARTERLY REPORT
April, May, June - 2026

	RAW WATER TREATED	FINISHED WATER PUMPED
TOTAL:	585.744 MG	583.859 MG
DAILY AVERAGE:	6.437 MG	6.416 MG

TOTAL FILTER WASH WATER USED: 9.053 MG (1.55% OF TOTAL)

AVERAGE HOURS PLANT OPERATED PER DAY: 23.4 hours

PHYSICAL AND CHEMICAL ANALYSES
Quarterly Averages

Temperature	20.8 ◦C	Manganese	0.002 mg/L
Turbidity	0.038 NTU	Iron	0.014 mg/L
pH	6.98	Fluoride	0.51 mg/L
Carbon Dioxide	9.73 mg/L	Chlorine	1.48 mg/L
Alkalinity	20.8 mg/L	Hardness	19.2 mg/L

Absent of Coliform bacteria for every day of the second quarter of 2026.

MG = Million Gallons
mg/L= milligrams per Liter or parts per million

SUBMITTED BY: *Kevin Matheson*-Water Treatment Superintendent

RESULTS – PHYSICAL AND CHEMICAL ANALYSES
CITY OF LENOIR
LAKE RHODHISS TREATMENT FACILITY
Monthly Drinking Water Report, July 2026

	RAW WATER TREATED	FINISHED WATER PUMPED
TOTAL	212.767 MG	207.095 MG
DAILY AVERAGE	6.863 MG	6.680 MG
MAXIMUM	7.79 MG	7.635 MG
DAY(S)	07/19/2026	07/05/2026
MINIMUM	5.776 MG	5.449 MG
DAY(S)	07/25/2026	07/12/2026

TOTAL FILTER WASH WATER USED – 2.9 MG
(1.4% OF TOTAL)

AVERAGE HOURS PLANT OPERATED DAILY – 23.2

[FINISHED WATER MONTHLY AVERAGES]

TEMPERATURE	24.7 °C	MANGANESE	0.003 mg/L
TURBIDITY	0.047 NTU	IRON	0.018 mg/L
pH	7.05	FLUORIDE	0.39 mg/L
CARBON DIOXIDE	9.84 mg/L	RESIDUAL CHLORINE	1.69 mg/L
ALKALINITY	23.16 mg/L	HARDNESS	18.9 mg/L

ABSENT OF COLIFORM BACTERIA FOR EVERY DAY OF JULY

MG= Million Gallons mg/L= milligrams per Liter or parts per million

Submitted by: *Kevin Matheson* - Water Treatment Superintendent

RESOLUTION BY THE LENOIR CITY COUNCIL

TO SUPPORT THE CATAWBA-WATEREE RIVER BASIN INTEGRATED WATER RESOURCES PLAN AS DEVELOPED BY THE CATAWBA-WATEREE WATER MANAGEMENT GROUP

WHEREAS, the **City of Lenoir, North Carolina** participates in the Catawba-Wateree Water Management Group (CWWMG), a collaborative organization representing member entities committed to sustainable water resource management; and

WHEREAS, recent engineering studies indicate that significant water supply limitations could occur as soon as mid-century (~Year 2075) within the Catawba-Wateree River and its eleven reservoirs, underscoring the need for proactive planning; and

WHEREAS, the CWWMG has developed the Integrated Water Resources Plan (IWRP) using the best available data and projections to identify water quantity and quality issues, evaluate potential strategies to address these challenges, and implement practical, basin-wide solutions; and

WHEREAS, the IWRP reflects historical and current conditions along with reasonable forecasts to support informed planning, and is intended to be a neutral, analytical document presenting facts and possible scenarios without advocating for any particular outcome; and

WHEREAS, supporting the IWRP does not limit any rights or options organizations may have in future regulatory proceedings; and

WHEREAS, implementing actions called for in the IWRP will require long-term, coordinated efforts across the Basin and could take decades to successfully complete; and

WHEREAS, our representatives have actively participated in the development of the IWRP by providing input into the scope of work, engineering analysis, future modeling scenarios and results, and the recommendations presented; and

WHEREAS, we believe the IWRP findings and recommendations are consistent with protecting, preserving, and extending the available water supply for all those who depend, or will depend, on the Catawba-Wateree River Basin for a safe, sustainable water supply; and

WHEREAS, basin-wide implementation of the recommendations presented in the IWRP offers the opportunity to extend available water yields well into the future;

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

That the **City of Lenoir, North Carolina** hereby supports the 2025 Catawba-Wateree River Basin Integrated Water Resources Plan and the recommendations

presented therein as a framework for collaborative action to secure a sustainable water future for generations to come.

Adopted this the **25th** day of **August, 2026** at Lenoir, North Carolina.

SEAL

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Lauren Hartley, City Clerk

September 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 6:00 p.m. City Council	2 9:00 a.m. Staff Mtg.	3	4 Carolina Tattoo & Arts Gathering starts through Sunday, September 6	5
6	7 City Office's Closed Labor Day	8 8:15 a.m. Economic Dev. Adv. Committee (Civic Center)	9	10 6:00 p.m. LBAB (City Hall, 3rd Floor)	11	12 9am-4pm Sculpture Festival (J.E Broyhill Park)
13	14 Noon-City/County Services Committee Planning Board 5:30 p.m.	15 6:00 p.m. City Council	16 9:00 a.m. Staff Mtg	17 City Litter Sweep 2:00 p.m. ABC Board	18	19
20	21 6:00 p.m. Parks & Recreation Advisory Board (Aquatic Center)	22 8:30 a.m. Committee of the Whole (City Hall, 3rd Floor)	23 Noon-Foothills Regional Airport Authority	24	25 Friday Night Live Wild Canyon Band 7:00-10:00 p.m.	26
27	28	29	30			

City of Lenoir
P.O. Box 958
Lenoir, N.C. 28645
www.cityoflenoir.com
757-2200 / 757-2162 fax

Joseph L. Gibbons, Mayor
Scott E. Hildebran, City Manager
Lauren Hartley, City Clerk

CITY OF LENOIR
COUNCIL ACTION FORM

I. **Agenda Item:** Consideration of a Capital Project Budget Ordinance for Lenoir High School Campus Capital Project – Phase I.

II. **Background Information:** Attached for your consideration is a Capital Project Budget Ordinance to authorize activities for Phase I of the renovations to the LHS Campus. The project will be funded by a Rural Transformation Grant from NC Commerce, two direct appropriations from the NC General Assembly, Community Development Block Grant funding, private donations, local funding, and funds from the Lenoir Tourism Development Authority.

Phase I includes renovations to the Gymnasium and Auditorium.

Gymnasium improvements will include a two-story addition for a new elevator and stairwell; gymnasium floor reinforcement and refinishing, new ceilings and lighting throughout, exterior door replacement; floor plan modifications for restrooms and multipurpose spaces; a warming kitchen/concession stand; installation of an HVAC system for full-space conditioning; an ADA ramp and accessible parking; asphalt replacement; and drainage improvements.

Auditorium improvements will include replacement of all seating, carpet, and acoustic ceiling panels; backstage floor plan modifications on both levels; restroom relocation and improvements to enhance accessibility; installation of a new roll-up door and ramp for backstage access; full audio, video, and lighting upgrades; and mechanical improvements to support the floor plan changes and upgrades.

III. **Staff Recommendation:** Request City Council adopt the Capital Project Budget Ordinance for Lenoir High School Campus Project - Phase I in the amount of $ 6,070,808.54

IV. **Reviewed By:**

City Attorney:

Finance Director: Donna Bean

Public Works/Public Utilities Director:

Capital Project Ordinance for the City of Lenoir
Lenoir High School Campus Project - Phase I

BE IT ORDAINED by the City Council of the City of Lenoir, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorizes activities for the Lenoir High School Campus Project - Phase I to include the expenditure of grant and local tourism funds to renovate the LHS Campus. The project is to be funded by a Rural Transformation Grant from NC Commerce, two direct appropriations from the NC General Assembly, Community Development Block Grant funding, private donations, local funding, and funds from the Lenoir Tourism Development Authority as detailed below in Section 4.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Description	Budget	
Architectural Designs, Engineering, and Surveying	$	477,300.00
Furniture, Fixtures and Equipment	$	302,670.00
Construction Manager at Risk	$	43,000.00
Guaranteed Maximum Price/ Contingency	$	5,247,838.54
Total	$	6,070,808.54

Section 4: The following revenues are anticipated to be available to complete this project:

Description	Budget	
General Assembly Direct Allocation - OSMB - 10234	$	1,000,000.00
General Assembly Direct Allocation -OSMB - 10235	$	1,000,000.00
Rural Transformation Grant	$	580,000.00
CDBG Funding	$	302,670.00
LTDA	$	150,000.00
Private Donations	$	40,000.00
Local Funding	$	2,998,138.54
Total	$	6,070,808.54

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

Section 7: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 8: Copies of this capital project ordinance shall be furnished to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 1st day of September, 2026.

_____
Mayor

_____
Clerk

CITY OF LENOIR

COUNCIL ACTION FORM
September 1, 2026

I. Agenda Item:

Consideration of ordinance amendments relating to Chapter 9 (Flood Damage Prevention) of the Lenoir Code of Ordinances.

II. Background Information:

The amendments to the Flood Damage Prevention Ordinance come before the Council for consideration following the first reading on June 16, 2026, and the public hearing on August 4, 2026.
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 Recommendation:

Approval of the ordinance amendments. 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:

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

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

Therefore, the city council and planning department of Lenoir, North Carolina, does ordain as follows:

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~~ 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. 9-3. Statement of purpose.

It is the purpose of this chapter to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within floodprone areas by provisions designed to:

(1) Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards or that result in damaging increases in erosion, flood heights or velocities;

(2) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;

(4) Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and

(5) Prevent or regulate the construction of flood barriers that will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Sec. 9-4. Objectives.

The objectives of this chapter are to:

(1) Protect human life, safety, and health;

(2) Minimize expenditure of public money for costly flood control projects;

(3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(4) Minimize prolonged business losses and interruptions;

(5) Minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in floodprone areas;

(6) Minimize damage to private and public property due to flooding;

(7) Make flood insurance available to the community through the National Flood Insurance Program;

(8) Maintain the natural and beneficial functions of floodplains;

(9) Help maintain a stable tax base by providing for the sound use and development of floodprone areas; and

(10) Ensure that potential buyers are aware that property is in a special flood hazard area.

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.~~

Flood boundary and floodway map (FBFM) means an official map of a community, issued by the Federal Emergency Management Agency, on which the special flood hazard areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the flood insurance rate map (FIRM).

Flood hazard boundary map (FHBM) means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the special flood hazard areas have been defined as Zone A.

Flood insurance means the insurance coverage provided under the National Flood Insurance Program.

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

Flood insurance study (FIS) means an examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the Federal Emergency Management Agency. The flood insurance study report includes flood insurance rate maps (FIRMs) and flood boundary and floodway maps (FBFMs), if published.

Floodprone area see "Floodplain".

Flood zone means a geographical area shown on a flood hazard boundary map or flood insurance rate map that reflects the severity or type of flooding in the area.

Floodplain means any land area susceptible to being inundated by water from any source.

Floodplain administrator is the individual appointed to administer and enforce the floodplain management regulations.

Floodplain development permit means any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power. This term describes federal, state or local regulations, in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

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

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

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

Freeboard means the height added to the base flood elevation (BFE) to account for the many unknown factors that could contribute to flood heights greater that the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge openings, and the hydrological effect of urbanization of the watershed. The base flood elevation (BFE) plus the freeboard establishes the "regulatory flood protection elevation."

Functionally dependent facility means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, limited to a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

Hazardous waste management facility means, as defined in G.S. 130A, Article 9, a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste.

Highest adjacent grade (HAG) means the highest natural elevation of the ground surface, prior to construction, immediately next to the proposed walls of the structure.

Historic structure means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;

(3) Individually listed on a local inventory of historic landmarks in communities with a "certified local government (CLG) program"; or

(4) Certified as contributing to the historical significance of a historic district designated by a community with a "certified local government (CLG) program."

Certified local government (CLG) programs are approved by the U.S. Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the state historic preservation officer as having met the requirements of the National Historic Preservation Act of 1966 as amended in 1980.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

(1) Letter of map amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) Letter of map revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) Letter of map revision based on fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) Conditional letter of map revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light duty truck means any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

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

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

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

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

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

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

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

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.

Solid waste disposal facility means any facility involved in the disposal of solid waste, as defined in G.S. 130A-290(a)(35).

Solid waste disposal site means, as defined in G.S. 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

Special flood hazard area (SFHA) means the land in the floodplain subject to a one percent or greater chance of being flooded in any given year, as determined in Sec. 9-22 of this ordinance.

Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall,

ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

Substantial damage means damage of any origin sustained by a structure during any one-year period whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. See definition of "substantial improvement." Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a ten-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.

Substantial improvement means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one-year period for which the cost equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

a. Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or

b. Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

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

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

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

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

Secs. 9-6—9-20. Reserved.

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. 9-23. Establishment of floodplain development permit.

A floodplain development permit shall be required in conformance with the provisions of this chapter prior to the commencement of any development activities within special flood hazard areas determined in accordance with the provisions of section 9-22 of this chapter.

Sec. 9-24. Compliance.

No structure or land shall hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of this chapter and other applicable regulations.

Sec. 9-25. Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 9-26. Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 9-27. Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur. Actual flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city of Lenoir or by any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

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 ~~Nothing~~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.

Secs. 9-29—9-44. Reserved.

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:

a. A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:

1. The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;
2. The boundary of the special flood hazard area as delineated on the FIRM or other flood map as determined in section 9-22, or a statement that the entire lot is within the special flood hazard area;
3. Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in section 9-22;
4. The boundary of the floodway(s) or non-encroachment area(s) as determined in section 9-22;
5. The base flood elevation (BFE) where provided as set forth in section 9-22; section 9-47; section 9-69;
6. The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and
7. The certification of the plot plan by a registered land surveyor or professional engineer.

b. Proposed elevation, and method thereof, of all development within a special flood hazard area including, but not limited to:

1. Elevation in relation to NAVD 1988 of the proposed reference level (including basement) of all structures;
2. Elevation in relation to NAVD 1988 to which any non-residential structure in Zone AE, A or AO will be floodproofed; and

3. Elevation in relation to NAVD 1988 to which any proposed utility systems will be elevated or floodproofed.

c. If floodproofing, a floodproofing certificate (FEMA Form FF-206-FY22-153~~3 0~~) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.

d. A foundation plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this chapter are met. These details include, but are not limited to:

1. The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and

2. Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with subsection 9-67(4)c. when solid foundation perimeter walls are used in Zones A, AE, AH, AO, A99.

e. Usage details of any enclosed areas below the lowest floor.

f. Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.

g. Certification that all other local, state and federal permits required prior to floodplain development permit issuance have been received.

h. Documentation for placement of recreational vehicles and/or temporary structures, when applicable, to ensure that the provisions of section 9-67 subsections (6) and (7) of this chapter are met.

i. A description of proposed watercourse alteration or relocation, when applicable, including an engineering 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 (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.

(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..

b. The special flood hazard area determination for the proposed development in accordance with available data specified in section 9-22.

c. The regulatory flood protection elevation required for the reference level and all attendant utilities.

d. The regulatory flood protection elevation required for the protection of all public utilities.

e. All certification submittal requirements with timelines.

f. A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse, unless the requirements of section 9-71 are met.

g. The flood openings requirements, if in zones A, AO, AE or A1-30.

h. Limitations of below BFE enclosure uses (if applicable). (i.e., parking, building access and limited storage only).

i. A statement, that all materials below BFE/RFPE must be flood resistant materials.

(3) *Certification requirements.*

a. Elevation certificates.

1. An elevation certificate (FEMA Form FF-206-FY 22-152) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, in relation to NAVD 1988 ~~mean sea level~~. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.

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" × 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).

(4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.

(5) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of section 9-71 are met.

(6) Obtain actual elevation (in relation to NAVD 1988) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of subsection 9-46(3).

(7) Obtain actual elevation (in relation to NAVD 1988) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of subsection 9-46(3).

(8) Obtain actual elevation (in relation to NAVD 1988) of all public utilities in accordance with the provisions of subsection 9-46(3).

(9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of subsection 9-46(3) and subsection 9-67(2).

(10) Where interpretation is needed as to the exact location of boundaries of the special flood hazard areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.

(11) When base flood elevation (BFE) data has not been provided in accordance with the provisions of section 9-22, obtain, review, and reasonably utilize any BFE data, along with floodway data or non-encroachment area data available from a federal, state, or other source, including data developed pursuant to subsection 9-69(2)b., in order to administer the provisions of this chapter.

(12) When base flood elevation (BFE) data is provided but no floodway or non-encroachment area data has been provided in accordance with the provisions of section 9-22 obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a federal, state, or other source in order to administer the provisions of this chapter.

(13) Permanently maintain all records that pertain to the administration of this chapter and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

(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.

4. 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.

(a) Any person receiving a Notice of Violation may appeal the determination of the floodplain administrator to the Lenoir Board of Adjustment. 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.

(b) 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.

(c) 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.

5. 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.

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

Sec. 9-49. Variance procedures.

(1) The 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.

(4) In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this chapter, and:

a. The danger that materials may be swept onto other lands to the injury of others;

b. The danger to life and property due to flooding or erosion damage;

c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

d. The importance of the services provided by the proposed facility to the community;

e. The necessity to the facility of a waterfront location as defined under section 9-5 of this chapter as a functionally dependent facility, where applicable;

f. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

g. The compatibility of the proposed use with existing and anticipated development;

h. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

i. The safety of access to the property in times of flood for ordinary and emergency vehicles;

j. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

k. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.

(5) A written report addressing each of the above factors shall be submitted with the application for a variance.

(6) Upon consideration of the factors listed above and the purposes of this chapter, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this chapter.

(7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation (BFE) and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE will result in increased premium rates for flood insurance up to $25.00 per $100.00 of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.

(8) The floodplain administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and the state of North Carolina upon request.

(9) Conditions for variances:

a. Variances shall not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.

b. Variances shall not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge.

c. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

d. Variances shall only be issued prior to development permit approval.

e. Variances shall only be issued upon:

1. Showing of good and sufficient cause;

2. A determination that failure to grant the variance would result in exceptional hardship; and

3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(10) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in special flood hazard areas provided that all of the following conditions are met.

a. The use serves a critical need in the community.

b. No feasible location exists for the use outside the special flood hazard area.

c. The reference level of any structure is elevated or floodproofed to at least the regulatory flood protection elevation.

d. The use complies with all other applicable federal, state and local laws.

e. The City of Lenoir has notified the Secretary of the North Carolina Department of 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). ~~.~~

Secs. 9-50—9-65. Reserved.

Sec. 9-66. General standards.

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

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

(2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage in accordance with the FEMA Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements.*

(3) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.

(4) Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding to the regulatory flood protection elevation. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, hot water heaters, and electric outlets/switches.

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.

(7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

(8) Nothing in this chapter shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this chapter and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the regulatory flood protection elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this chapter.

(9) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in subsection 9-49(10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a special flood hazard area only if the

structure or tank is either elevated or floodproofed to at least the regulatory flood protection elevation and certified in accordance with the provisions of subsection 9-46(3).

(10) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.

(11) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

(12) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.

(13) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

(14) When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

(15) When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest base flood elevation (BFE) shall apply.

(16) 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:

(1) *Residential construction.* New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation, as defined in section 9-5 of this chapter.

(2) *Non-residential construction.* New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in section 9-5 of this ordinance. Structures located in Zones A, AE, AH, AO, and A99 may be floodproofed to the Regulatory Flood Protection Elevation (RFPE) in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with subsection 9-72(2). A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the floodplain administrator as set forth in subsection 9-46(3), along with the operational plan and the inspection and maintenance plan.

(3) *Manufactured homes.*

a. New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the regulatory flood protection elevation (RFPE), as defined in section 9-5 of this ordinance.

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

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

d. An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with and approved by the floodplain administrator and the local emergency management coordinator.

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

a. Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;

b. Shall not be temperature-controlled or conditioned;

c. Shall be constructed entirely of flood-resistant materials at least to the regulatory flood protection elevation; and

d. Shall include flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:

1. A minimum of two flood openings on different sides of each enclosed area subject to flooding;

2. The total net area of all flood openings must be at least one square inch for each square foot of enclosed area subject to flooding;

3. If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;

4. The bottom of all required flood openings shall be no higher than one foot above the adjacent grade;

5. Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and

6. Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

(5) *Additions/improvements.*

a. Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:

1. Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.

2. A substantial improvement, with modifications/rehabilitations/improvements to the existing structure or the common wall is structurally modified more than installing a doorway, both the existing structure and the addition must comply with the standards for new construction.

b. Additions to pre-FIRM or post-FIRM structures with no modifications to the existing structure other than a standard door in the common wall shall require only the addition to comply with the standards for new construction.

c. Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:

1. Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction.

2. A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

d. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a one year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the one year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

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

(7) *Temporary non-residential structures.* Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the floodplain administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the floodplain administrator for review and written approval:

a. A specified time period for which the temporary use will be permitted. Time specified may not exceed three months, renewable up to one year;

b. The name, address, and phone number of the individual responsible for the removal of the temporary structure;

c. The time frame prior to the event at which a structure will be removed (i.e., minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);

d. A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and

e. Designation, accompanied by documentation, of a location outside the special flood hazard area, to which the temporary structure will be moved.

(8) *Accessory structures.*

(a) 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:~~

1. Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);
2. Accessory structures shall not be temperature-controlled;
3. Accessory structures shall be designed to have low flood damage potential;
4. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
5. Accessory structures shall be firmly anchored in accordance with the provisions of section 9-66(1);
6. All service facilities such as electrical shall be installed in accordance with the provisions of section 9-66(4); and
7. 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.

(b) All other accessory structures exceeding the size restrictions in Sec. 9-67 (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 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).

(9) *Tanks.* When gas and liquid storage tanks are to be placed within a special flood hazard area, the following criteria shall be met:

a. *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;

b. *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;

c. *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of section 9-67 of this ordinance shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.

d. *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:

1. At or above the regulatory flood protection elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(10) *Other development.*

a. Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Sec. 9-71 of this ordinance.

b. Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Sec. 9-71 of this ordinance.

c. Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Sec. 9-71 of this ordinance.

d. Commercial storage facilities are not considered "limited storage" as noted in this ordinance, and shall be protected to the regulatory flood protection elevation as required for commercial structures.

Sec. 9-68. Reserved.

Sec. 9-69. Standards for floodplains without established base flood elevations.

Within the special flood hazard areas designated as approximate zone A and established in section 9-22, where no base flood elevation (BFE) data has been provided by FEMA, the following provisions, in addition to the provisions of section 9-66, shall apply:

(1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of 20 feet each side from top of bank or five times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(2) The BFE used in determining the regulatory flood protection elevation shall be determined based on the following criteria:

a. When base flood elevation (BFE) data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this chapter and shall be elevated or floodproofed in accordance with standards in sections 9-66 and 9-67.

b. When floodway or non-encroachment data is available from a federal, state, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of sections 9-67 and 9-71.

c. All subdivision, manufactured home park and other development proposals shall provide base flood elevation (BFE) data if development is greater than five acres or has more than 50 lots/manufactured home sites. Such base flood elevation (BFE) data shall be adopted by reference in accordance with section 9-22 and utilized in implementing this ordinance.

d. When base flood elevation (BFE) data is not available from a federal, state, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the regulatory flood protection elevation, as defined in section 9-5. All other applicable provisions of section 9-67 shall also apply.

Sec. 9-70. Standards for riverine floodplains with base flood elevations but without established floodways or non-encroachment areas.

Along rivers and streams where base flood elevation (BFE) data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a special flood hazard area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

(1) Standards of sections 9-66 and 9-67; and

(2) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

Sec. 9-71. Standards for ~~F~~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. 9-72. Standards for areas of shallow flooding (zone AO).

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

(1) The reference level shall be elevated at least as high as the depth number specified on the flood insurance rate map (FIRM), in feet, plus a freeboard of two feet, above the highest adjacent grade; or at least four feet above the highest adjacent grade if no depth number is specified.

(2) Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in subsection 9-72(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with subsections 9-46(3) and 9-67(2).

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

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

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

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

Secs. 9-74—9-88. Reserved.

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

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

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

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

date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this chapter.

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 D. EFFECTIVE DATE.

This ordinance shall become effective insert upon adoption or a specific date.

SECTION E. ADOPTION CERTIFICATION.

I hereby certify that this is a true and correct copy of the Flood Damage Prevention Ordinance as adopted by the governing body of Lenoir, North Carolina, on the Day (number or text) day of Month, Year.

WITNESS my hand and the official seal of insert Name, Title, this the Day (number or text) day of Month, Year.

_____

(signature)

(Seal)

Notice of Hearings

The public will hereby take notice that the Lenoir City Council will conduct two hearings to consider a Special Use Permit SUP 1-26 for 208 Polychem Ct. and amendments to the Flood Damage Prevention Ordinance on Tuesday, July 28, 2026, at 6:00 p.m. in the City-County Meeting Room, located at 905 West Avenue, Lenoir. Interested parties are invited to attend. Copies of the proposed changes are available for review in the Lenoir Planning Department, Monday-Friday, 8:30am - 12:30pm and 1:30pm - 5:00pm, and at cityoflenoir.com/publichearings

Kim Staines, Lenoir Planning Department

July 15 and July 22, 2026

CITY OF LENOIR

COUNCIL ACTION FORM
September 1, 2026

I. Agenda Item:

Resolution accepting newly constructed extension on Prince William Drive for city maintenance.

II. Background Information:

GTE Construction and Realty has built 116 feet of Prince William Drive to the City street standards. The attached resolution proposes the city accept the ongoing maintenance of the extension. An exhibit of the extension is also attached.

III. Staff Recommendation:

Adoption of the resolution.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director: Hannah Williams _____

A RESOLUTION OF THE CITY COUNCIL OF LENOIR, NORTH CAROLINA ACCEPTING THE DEDICATION OF RIGHT OF WAY EXTENDING PRINCE WILLIAM DRIVE AND ACCEPTING MAINTENANCE OF IMPROVED STREETS.

WHEREAS, in 2017 GTE Construction and Realty, Inc. dedicated a 40 ft. wide right-of-way extension for future roadway construction, with the understanding that no additional lots could be subdivided unless and until the right-of-way was improved to City standards by the developer; and,

WHEREAS, in 2021, GTE Construction and Realty, Inc. constructed an additional 220 ft. of Prince William Drive, in accordance with City standards for such an extension; and,

WHEREAS, in 2026, GTE Construction and Realty, Inc. further extended Prince William Drive by approximately 116 ft., completing the roadway improvements required to bring the right-of-way to full City standards;

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

1. The recently completed 116-foot constructed portions of Prince William Drive located within this dedicated right-of-way, excluding private driveways, are hereby accepted by the City for ongoing maintenance; and,

2. All roadway improvements completed by GTE Construction and Realty, Inc., including the additional 116-foot extension, are recognized as having been constructed in accordance with applicable City standards.

Adopted this the 1st day of September 2026.

_____

JOSEPH L. GIBBONS
MAYOR

ATTEST:

_____

LAUREN HARTLEY
CITY CLERK

APPROVED AS TO FORM:

_____

TIMOTHY J. ROHR
CITY ATTORNEY


Prince William Drive
City Maintenance
Resolution
1285
220 ft.
Dedicated in 2017;
Constructed in 2021
1277
PRINCE WILLIAM DR
116 ft.
Paved to City Standards
August 2026
1258

BK 1918 PG 1634 - 1637 (4)
This document presented and filed:
05/11/2017 01:19:12 PM

Fee $26.00

10011258

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

N Frank Barnes

RIGHT OF WAY AGREEMENT

CITY OF LENOIR

LENOIR TOWNSHIP

CALDWELL COUNTY

STATE OF NORTH CAROLINA

Forty foot (40') wide Prince William Drive street extension.

Grantor: GTE Construction & Realty, Inc.

For and in consideration of the sum of Ten dollars and other valuable consideration, the receipt of which is hereby acknowledges, the undersigned Grantors and owners of property, have bargained and sold, and by these presents do grant, bargain, sell, convey, and transfer, and

4

TFB

deliver unto the CITY OF LENOIR it successors and assigns, a municipal corporation of Caldwell County, North Carolina, the permanent right-of-way and easement herein described and do release the City of Lenoir from all claims for damages by reason of said right-of-way across the lands of the undersigned, and or past and future use thereof by the city, its successors and assigns, for all purposes for which the city is authorized by law to subject such right-of-way and easement, said rights-of-way and easement being a forty feet (40') tract of property located at the end of Prince William Drive, a street within the city limits of the CITY OF LENOIR and more particularly described as follows:

See attached Schedule "A"

This right-of-way for public street is for the purpose of extending the right-of-way for Prince William Drive. This right-of-way and utility easement includes the perpetual right to enter upon the real estate hereinafter referred to, at any time it may see fit, and construct, maintain, and repair a public street and /or one or more sanitary sewer or water lines for the purposes of public transportation and conveying and carrying sanitary sewage and/or water over, across through, and under the lands hereinafter referee to, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said lines.

The GRANTEE assumes no responsibility to open or maintain any streets, easements, rights-of-way, or other lands described herein and accepted hereby for public purposes until in the opinion of the City Council it is in the public interest to do so. The granting of this ROW does not allow for the further subdivision of new development lots without improving the street to City standards at the expense of the subdivider or developer.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of the said respective properties designated and listed on the above reference survey plat; that they have the right to grant this right-of-way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITENSS WHEREOF, we have hereunto set our hands and official seal this the 11 day of May, 2017.

GTE Construction & Realty, Inc.

BY: Mark Barnes

President

State of North Carolina Caldwell County

I, a Notary Public of the County and State aforesaid, certify that T Frank Barnes personally appeared before me this day and acknowledge that he is President of GTE Construction & Realty, Inc., and as President, being authorized to do so, executed the foregoing instrument for the purposes therein expressed.

Witness my hand and official stamp or seal, this 11th day of May, 2017.

My commission expires 1/20/2019 Crystal T. Smith Notary Public

Crystal T. Smith

CRYSTAL T. SMITH NOTARY My Comm. Exp. 1/20/19 PUBLIC CALDWELL COUNTY, N.C.

This Agreement has been accepted by the City of Lenoir.

City of Lenoir

By: Scott E. Hildebran

I, a Notary Public of the County and State aforesaid, certify that Scott E. Hildebran personally appeared before me this day and acknowledged that he/she is City Manager of the City of Lenoir and as City Manager, being authorized to do so, executed the foregoing instrument for the purposes therein expressed. Witnessed my hand and official stamp or seal, this 11th day of May, 2017.

My commission expires 9-21-2019 Shirley Cannon Notary Public

Shirley Cannon

SHIRLEY CANNON NOTARY PUBLIC CALDWELL COUNTY, N.C.

SCHEDULE "A"

Description for right of way agreement
(Prince William Drive Extension)

Beginning at a point where the existing right of way of Prince William Drive ends, said beginning point being located in the line of Henry M. Smith (Deed Book 1337 Page 1412) and also being located S 29°-56'-15" E 10.0 feet from an iron pin, a corner of Lot No. 10, Section Vil of Georgetown Estates as recorded in Plat Book 25 at Page 41 and running thence with the property of Henry M. Smith S 29°-56'-15" E 197.21 feet to an iron pin and running thence with the arc of a circular curve to the right having a radius of 149.62 feet and a chord bearing and distance of S 1°-17' W 155.10 feet to a point, thence S 32°-30' W 192.99 feet to a point and running thence with the arc of a circular curve to the left having a radius of 318.76 feet and a chord bearing and distance of S 24°-30' W 88.72 feet to a point and running thence with the arc of a circular curve to the right having a radius of 105.49 feet and a chord bearing and distance of S 45°-36'-50" W 102.65 feet to a point in the line of Lisa T. Evans (Deed Book 1890 Page 1777) and running thence with said Evans property S 74°-43'-40" W 154.25 feet to an iron pin and thence N 7°-48'-10" W 40.32 feet to an iron pin and thence N 74°-43'-40" E 149.01 feet to an iron pin and running thence with the arc of a circular curve to the left having a radius of 65.49 feet and a chord bearing and distance of N 45°-36'-50" E 63.73 feet to an iron pin and running thence with the arc of a circular curve to the right having a radius of 358.76 feet and a chord bearing and distance of N 24°-30' E 99.86 feet to a point and thence N 32°-30' E 192.99 feet to a point and running thence with the arc of a circular curve to the right having a radius of 109.62 feet and a chord bearing and distance of N 1°-17' E 113.63 feet to a point, thence N 29°-56'-15" W 138.47 feet to a point and running thence with the arc of a circular curve to the left having a radius of 107.20 feet and a chord bearing and distance of N 40°-10'-20" W 38.09 feet to a point, the end of the existing right of way of Prince William Drive (Deed Book 1861 Page 2029) and running thence with the end of the existing right of way of Prince William Drive N 35°-37'-45" E 51.37 feet to the point of beginning.

This document presented and filed:
08/11/2021 03:36:13 PM

Fee $21.00

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

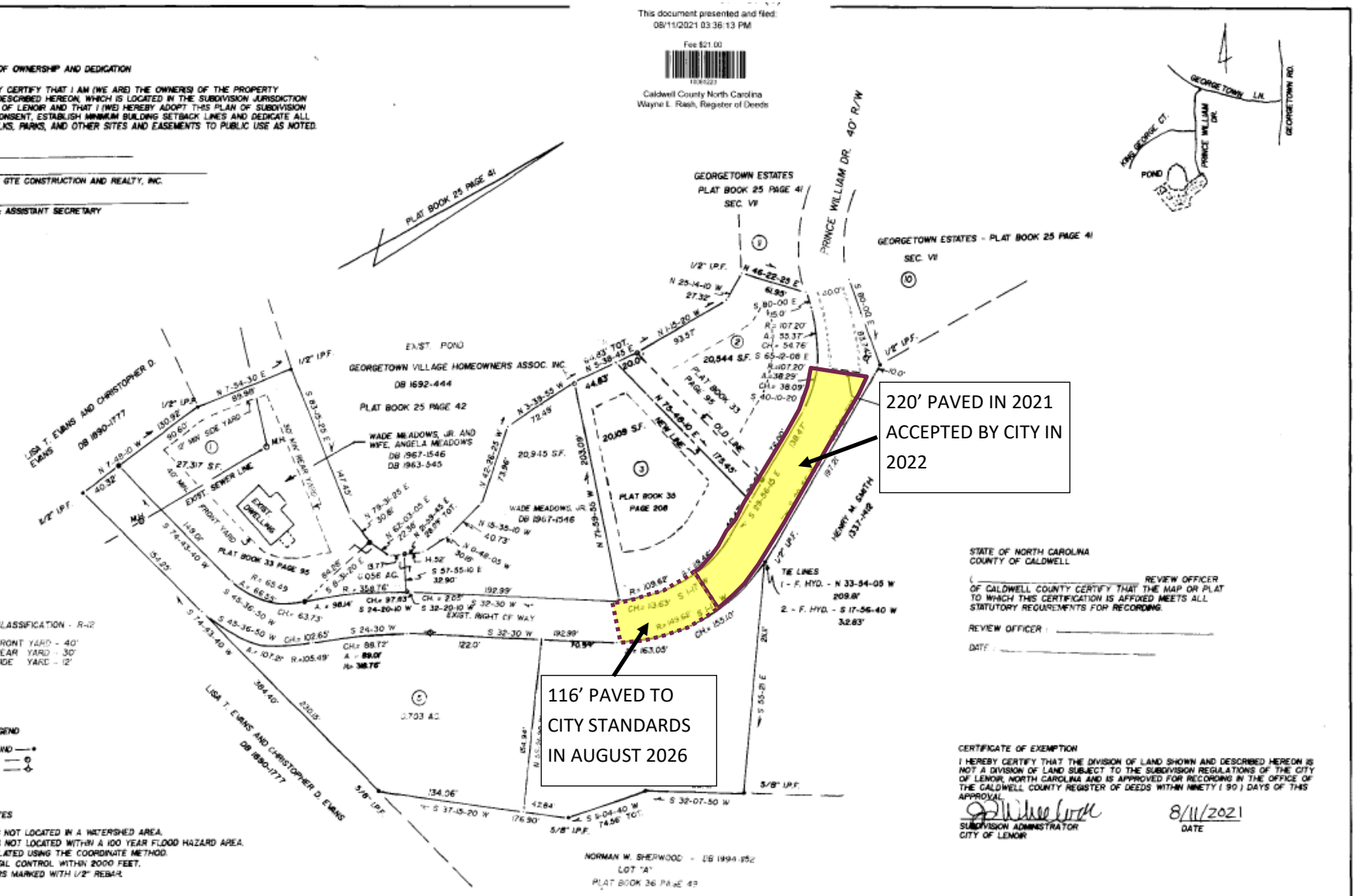
CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE), HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF LENOIR AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES AND DEDICATE ALL STREETS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC USE AS NOTED.

DATE : _____

_____
PRESIDENT OF GTE CONSTRUCTION AND REALTY, INC.

_____
ATTESTED BY : ASSISTANT SECRETARY



220' PAVED IN 2021 ACCEPTED BY CITY IN 2022

116' PAVED TO CITY STANDARDS IN AUGUST 2026

ZONING CLASSIFICATION - R-12

MIN. FRONT YARD - 40'
MIN. REAR YARD - 30'
MIN. SIDE YARD - 12'

LEGEND

IRON PIN FOUND —•
MANHOLE —Ⓜ
FIRE HYD. —◇

NOTES

PROPERTY IS NOT LOCATED IN A WATERSHED AREA.
PROPERTY IS NOT LOCATED WITHIN A 100 YEAR FLOOD HAZARD AREA.
AREA CALCULATED USING THE COORDINATE METHOD.
NO HORIZONTAL CONTROL WITHIN 2000 FEET.
NEW CORNERS MARKED WITH 1/2" REBAR.

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

_____ REVIEW OFFICER OF CALDWELL COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER : _____

DATE : _____

CERTIFICATE OF EXEMPTION

I HEREBY CERTIFY THAT THE DIVISION OF LAND SHOWN AND DESCRIBED HEREON IS NOT A DIVISION OF LAND SUBJECT TO THE SUBDIVISION REGULATIONS OF THE CITY OF LENOIR, NORTH CAROLINA AND IS APPROVED FOR RECORDING IN THE OFFICE OF THE CALDWELL COUNTY REGISTER OF DEEDS WITHIN NINETY (90) DAYS OF THIS APPROVAL.

SUBDIVISION ADMINISTRATOR
CITY OF LENOIR

8/11/2021
DATE

I, JAMES D. FERGUSON CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN BOOK 1555 PAGE 213 THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK ____ PAGE ____ THAT THE RATIO OF PRECISION AS CALCULATED IS 1 : 10,000' THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 12TH DAY OF MAY A.D. 2017

SURVEYOR : _____

REGISTRATION NO. 1302

NORTH CAROLINA PROFESSIONAL SEAL L-1302 LAND SURVEYOR JAMES D. FERGUSON

THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE CITY OF LENOIR THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

SURVEYOR : _____

0' 60' 120' 180'

REVISED AUG. 4, 2021 (ADDED LOT NOS. 4 AND 5)
REVISED APRIL 15, 2020 (REVISED LOT NO. 2 AND 3)
REVISED NOV. 25, 2020 (ADDED LOT NOS. 4 AND 5

MINOR SUBDIVISION

PROPERTY OF GTE CONSTRUCTION AND REALTY, INC. - PRINCE WILLIAM DRIVE		
SCALE : 1" = 60'		DRAWN BY : J.D.F.
DATE : MAY 15, 2017		F.B. : 250
SURVEYED BY : JAMES D. FERGUSON - P.O. BOX 433 - GRANITE FALLS, NC 28630		
CALDWELL COUNTY - LOWER CREEK TOWNSHIP		FILE NO.

CITY OF LENOIR

COUNCIL ACTION FORM
9/1/2026

I. Agenda Item: Abatement Ordinance 507 Finley Ave

II. Background Information: City staff request that City Council adopt an ordinance directing staff to abate the non-residential building violations by demolishing the structure on the property at 507 Finley Ave. The subject structure is unsafe for any use and attempts to achieve owner abatement have been unsuccessful. See attached notices and orders of the code compliance officer for details.

III. Staff Recommendation: Recommend adoption of the attached ordinance, directing staff to proceed with demolishing the structures.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director:___ Hannah Williams _

(the above space is left blank for recording purposes)

AN ORDINANCE DIRECTING CITY OFFICIALS TO DEMOLISH THE PROPERTY HEREIN DESCRIBED AS AN IMMINENT DANGER TO THE PUBLIC AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED

WHEREAS, N.C. Gen. Stat. § 160D-1129, et seq. authorizes any local government by ordinance to provide for the repair, closing, or demolition of Buildings, as defined by N.C. Gen. Stat. § 160D-1129, found unfit for any use due to dilapidation, defects increasing the hazards of fire, accidents or other calamities, or other conditions rendering the Buildings unsafe or unsanitary, or dangerous or detrimental to the health, safety, morals, or otherwise inimical to the welfare of the residents of the local government; and

WHEREAS, the City has adopted by ordinance in Chapter 4, Article 4 of the City of Lenoir Code of Ordinances ("Non-residential Buildings or Structures Standards") to provide for the repair, closing, or demolition of Buildings found unfit for any use; and

WHEREAS, on or about March 11, 2026, the Code Compliance Officer, as defined in Section 4-197 of the Non-residential Buildings Standards, found that the Building located at 1011 West Ave. NW, Lenoir, North Carolina, Parcel ID: 06 5 4 3 (the "Building"), as unfit for any use; and

WHEREAS, on March 11, 2026, the Code Enforcement Officer, after conducting a preliminary investigation disclosing a basis for such charges, issued and caused to be served on Edward A. Hood and Vanessa H. Morgan, the Owners of the Building, as defined by N.C. Gen. Stat. § 160D-1202(1), and parties in interest of such Building a complaint stating the charges in that respect and containing a notice that an administrative hearing would be held before the Code Compliance Officer, or the designated agent, at Lenoir City Hall; and

WHEREAS, after notice and an administrative hearing, the Code Compliance Officer determined that the Building was unfit for any use due to the fact that the Building was unsafe, dangerous and in non-compliance with City ordinance due to structural damages to roof, ceiling, inadequate egress and fire hazards and stated, in writing, findings of fact to support that

determination; and

WHEREAS, the repair to the Building cannot be made at a reasonable cost in relation to the value of the Building; and

WHEREAS, on March 17, 2026, the Code Enforcement Officer issued and caused to be served on the Owner an order requiring the Owner to demolish the Building by not later than June 17, 2026; and

WHEREAS, the Owner of the Building has been given a reasonable opportunity to bring the Building into conformity with the Non-residential Buildings or Structures Standards, but has failed to comply; and

WHEREAS, N.C. Gen. Stat. § 160D-1129 provides that if the Owner fails to comply with an order to vacate, close and/or remove the Building, the Code Compliance Officer may, following ordinance adopted by the governing board, cause the Building to be Demolished, posted with a placard on the main entrance of the Building the following words: "This building is unfit for any use; the use or occupation of this building for any use is prohibited and unlawful," and removed; and

WHEREAS, the City Council has determined that the Building is unfit for any use due to structural damages to roof, ceiling, inadequate egress and fire hazards rendering the Buildings unsafe or unsanitary, or dangerous or detrimental to the health, safety, morals, or otherwise inimical to the welfare of the residents of the City of Lenoir; and

WHEREAS, based on the foregoing, the City Council finds that the Building should be demolished, to meet the requirements of the Non-residential Buildings or Structures Standards, and should be placarded by placing thereon a notice prohibiting use for any use until demolished; and

WHEREAS, the City Council finds that all of the provisions of the Non-residential Buildings or Structures Standards have been complied with as a condition of the adoption of this Ordinance.

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

SECTION 1. The Owner of the Building having been notified in accordance with Chapter 160D of the North Carolina General Statutes, is hereby ordered to demolish the Building on or before June 17, 2026.

SECTION 2. The real property upon which the Building is situated is more particularly described as follows:

> BEGINNING on a stake in the North edge of Harrington Street, the Southeast corner of Lot No. 6, as shown on the plat of Bernhardt Addition in Block "H" and runs with the line of Lot No. 6, and the North edge of Harrington Street North 87°

West 125 feet to a stake in the North edge of said street, Willie Patterson's corner in the line of Lot No. 6; thence with said Willie Patterson's line North 3° East 160 feet to a stake, Willie Patterson's corner in the line of Lot No. 5; thence with the line of Lot No. 5, South 87° East 125 feet to a stake, the Northeast corner of Lot No. 5; thence with the line of Lots Nos. 5 and 6 South 3° West 160 feet to BK 1977 PG 1795 DOC# 10039483 the beginning, containing 20,000 square feet, more or less. BEING a part of Lots Nos. 5 and 6 in Block "H", as shown on the plat of Bernhardt Addition, in Plat Book No. 1, at Page 21, Caldwell County Registry. Grantor reserves a life estate for herself in Tract One.
Parcel ID: 09 7 2 19
NCPIN: 2749896693

SECTION 3. That the Owners of the real property described herein is Edward A. Hood and Vanissa H. Morgan.

SECTION 4. The Code Enforcement Officer or his designee is hereby authorized and directed to place a placard on the main entrance of the Building containing the legend: "THIS BUILDING IS UNFIT FOR ANY USE; THE USE OR OCCUPATION OF THIS BUILDING FOR ANY PURPOSE IS PROHIBITED AND UNLAWFUL. ANY PERSON WHO OCCUPIES OR KNOWINGLY ALLOWS THE OCCUPANCY OF A BUILDING OR STRUCTURE SO POSTED SHALL BE GUILTY OF A MISDEMEANOR."

SECTION 5. It shall be unlawful for any person to remove or cause to be removed the placard from Building to which it is affixed thereto pursuant to this Ordinance. It shall likewise be unlawful for any person to occupy or to permit the occupancy of Building having been declared to be unfit for any use. Occupation of a building so posted shall constitute a Class 1 misdemeanor.

SECTION 6. That Owner and parties in interest of the Building are hereby ordered to vacate and close the Building found by the Code Enforcement Officer and City Council to be unfit for any use within 14 days from the date of adoption of this Ordinance. If the Owner or parties in interest fail to have the Building demolished within 14 days from the adoption of this Ordinance, the Code Enforcement Officer is hereby authorized to commence summary ejectment proceedings pursuant to N.C. Gen. Stat. § 160D-1129(j).

If the Owners or parties of interest fail or refuse to demolish the Building within the time allowed, then the Code Enforcement Officer is hereby authorized to proceed to vacate, close and secure or demolish the Building in accordance with this Ordinance pursuant to the Non-residential Buildings or Structures Standards and N.C. Gen. Stat. § 160D-1129. The cost of vacating and closing, or removal and demolition by the Code Enforcement Officer shall be a lien against the real property upon which the cost was incurred as provided in the Regulation authorized as to repair, closing, and demolishing off non-residential buildings or structures; order of public officer N.C. Gen. Stat. § 160D-1129(i).

SECTION 7. The Code Enforcement Officer or his designee is further directed and authorized to take such other and further action and exercise such other powers with respect to said building as may be necessary or convenient to carry out and effectuate the provisions of the Non-residential Buildings or Structures Standards of the City of Lenoir.

SECTION 8. That any person violating the provision of this Ordinance or the Non-residential Buildings or Structures shall be subject to the penalties and fines set forth in Section 4-219. If the violation is continued, each day's violation shall be a separate offense. In addition, this Ordinance may be enforced by an appropriate equitable remedy such as an injunction or order of abatement issuing from any court or competent jurisdiction pursuant to N.C. Gen Stat. § 106D-1129 and by any, all, or a combination of the remedies as authorized and prescribed by law or under Section 4-219(2) of the City of Lenoir Code of Ordinances.

SECTION 9. That the City Clerk is hereby directed to record a certified copy of this Ordinance in the Office of the Caldwell County Register of Deeds and see that it is properly indexed in the name of the Owner in the grantor index.

SECTION 10. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 11. That if any section, subsection, paragraph, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

SECTION 12. That the City Attorney is authorized to proceed with in rem foreclosure proceedings to collect taxes and liens owed for the property, if any.

SECTION 13. This Ordinance shall become effective upon its adoption.

ORDAINED by City Council for the City of Lenoir, North Carolina, this __ day of _____, 2026.

THE CITY OF LENOIR,
a North Carolina Municipal Corporation

ATTEST:

_____ (Seal)
Lauren Hartley, City Clerk

_____
Joseph L. Gibbons, Mayor

538925.1

City of Lenoir
801 West Ave NW
Lenoir, NC 28645
www.cityoflenoir.com

COURTESY NOTIFICATION

Hood, Edward Arnel; Morgan, Vanessa
437 E 80th St
New York, NY 10075

The City of Lenoir is taking steps to improve the appearance and condition of Downtown Lenoir and other commercial areas. To support this effort, the Planning Department has prioritized enforcement of property safety standards for non-residential buildings and structures. While the ordinance governing these standards has been in place for some time, it was recently revised to address ongoing concerns and ensure consistency across all properties.

As part of this initiative, the City is surveying non-residential buildings in downtown and other commercial areas to identify properties that may not meet the ordinance requirements.

Your property has been noted for specific concerns, which are outlined below.

Please see the attached photos and reference the Non-Residential Minimum Standards for Buildings and Structures' ordinance located on the City's website at :

https://www.cityoflenoir.com/219/Development-Ordinances

If the violation is resolved, no fines or further actions will be taken.

Street Address/Location: 507 Finley Ave NW
Property Identification Number: 2749-89-6693

Please feel free to contact our Non-residential building inspector with any questions or concerns in this matter, at (828)485-4263 or by email at curt.willis@wpcog.org

Curt Willis
Code Enforcement Manager
Emergency Management Planner
Community & Regional Planning

Western Piedmont Council of Governments
Creative Regional Solutions Since 1968
Mailing Address: P.O. Box 9026 | Hickory, NC 28603
Physical Address: 1880 2nd Avenue NW | Hickory, NC 28601

COURTESY NOTIFICATION

CITY OF LENOIR
WPCOG CODE ENFORCEMENT SERVICES

ADDRESS: 507 Finley Ave NW

Photos and Notes collected as evidence. Photos taken on this day: 12-Feb-2026





50 YEARS
Western Piedmont
Council of Governments
Creative Regional Solutions Since 1968

1880 Second Avenue NW | Hickory, NC 28601
PO Box 9026 | Hickory, NC 28603
828.322.9191 | Fax: 828.322.5991 | www.wpcog.org

ORDER TO DEMOLISH

DATE OF ISSUE: 17 March 2026

NAME: HOOD, Edward Arnel; Morgan, Vanessa Hood et al
ADDRESS: 437 E 80th St
New York, NY 10075

TO: Owners and parties in interest of the property located at 507 Finley Ave NW, Lenoir, NC
Parcel Id Number: 2749-89-6693

The undersigned Code Enforcement Officer for City of Lenoir, pursuant to law, conducted a hearing at the time and place stated in the Complaint and Notice heretofore issued and served. At the hearing, the Answer, if any, filed by the owners and parties in interest were carefully analyzed and considered by the undersigned in addition to other evidence presented, the undersigned personally inspected the property described above and such inspection and examination has been considered, along with other evidence offered at this hearing.

Upon the record and all of the evidence offered and contentions made, the undersigned Code Enforcement Officer does hereby find the following facts:

1. The above-named owners and parties in interest with respect to the property located at the place specified above were duly served as required by law with written Complaint and Notice of Hearing which set forth the Complaint that the **Structure** located at the above address is **severely dilapidated**, **unsafe and in violation of the City's Non-Residential Buildings or Structures Standards.**
At the hearing, the following owners, persons in interest or their agents or attorneys, were present and participated therein:

2. The premises described above violates the City's Code, by reason of the conditions found to be present and to exist in and about the structure. See Exhibit A “Original NOV, dated 04MAR2026” and Exhibit B "Findings of Fact, dated "17MAR2026" attached.
3. Due to these conditions, the building and/or premises described above is found to be in condition within the meaning of the City's Non-Residential Buildings or Structures Standards, so **as to be unsafe, unfit for human habitation, an imminent danger to those in the neighborhood and requires more than 50% of the current value to repair;**

Executive Committee: Barbara C. Pennell, Chair | Bob Floyd, Jr., Vice Chair | Jill Patton, Secretary | Johnny Berry, Treasurer | George B. Holleman, Past Chair | **At-Large Members:** Wayne F. Abele, Sr. | Kitty W. Barnes | John F. “Chip” Black | Joe Gibbons | **Executive Director,** Anthony W. Starr

Serving: Alexander County | Taylorsville | Burke County | Connelly Springs | Drexel | Glen Alpine | Hildebran | Morganton | Rutherford College | Valdese | Caldwell County | Cajah’s Mountain | Cedar Rock | Gamewell | Granite Falls | Hudson | Lenoir | Rhodhiss | Sawmills | Catawba County | Brookford | Catawba | Claremont | Conover | Hickory | Long View | Maiden | Newton

1880 Second Avenue NW | Hickory, NC 28601
PO Box 9026 | Hickory, NC 28603
828.322.9191 | Fax: 828.322.5991 | www.wpcog.org

IT IS THEREFORE ORDERED that the owners of the property above are required to bring such property into compliance with the Non-Residential Buildings or Structures Standards by **demolishing the structure/and making the property safe not later than the 15th day of June 17, 2026.**

4. **Failure to comply with this notice WILL result in the City of Lenoir taking action to cause the abatement and the resulting costs being placed as a lien against the property.** The City of Lenoir may take other action as permitted by law, which may result in additional costs and/or attorney fees.

5. **Appeal:** An appeal from any decision or order of the Code Enforcement Officer may be taken by any person who is the subject of the decision or order. Any appeal from the official shall be taken within **ten days** from the rendering of the decision or notice of the order, and shall be taken by filing a notice of appeal with the City of Lenoir Board of Adjustment (City of Lenoir planning), (828)757-2107) which shall specify the grounds upon which the appeal is based. Any party may appear in person or by agent or attorney. The board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, but the concurring vote of four members of the board shall be necessary to reverse or modify any decision or order of the official.

THIS the 17th day of March, 2026.

Curt Willis
Code Enforcement Officer
(828) 485-4263 or curt.willis@wpcog.org

Executive Committee: Barbara C. Pennell, Chair | Bob Floyd, Jr., Vice Chair | Jill Patton, Secretary | Johnny Berry, Treasurer | George B. Holleman, Past Chair | **At-Large Members:** Wayne F. Abele, Sr. | Kitty W. Barnes | John F. "Chip" Black | Joe Gibbons | **Executive Director,** Anthony W. Starr

Serving: Alexander County | Taylorsville | Burke County | Connelly Springs | Drexel | Glen Alpine | Hildebran | Morganton | Rutherford College | Valdese | Caldwell County | Cajah's Mountain | Cedar Rock | Gamewell | Granite Falls | Hudson | Lenoir | Rhodhiss | Sawmills | Catawba County | Brookford | Catawba | Claremont | Conover | Hickory | Long View | Maiden | Newton

FINDINGS OF FACT

507 Finley Ave NW, Lenoir, NC. Non-Residential Buildings or Structures Standards

All photos are from 04MAR2026

All violations are based on the Non-Residential Buildings or Structures Standards of the City of Lenoir

in the following ways:

1. **Section 4-198** Duties and Responsibilities of the Owner
   It shall be the duty and responsibility of the owner to maintain all non-residential buildings or structures in accordance with all standards for non-residential buildings or structures fitness as stated in this Chapter.

2. **Section 4-204** Unlawful to own unsafe buildings and structures.
   (A) lt shall be unlawful for any firm, person or corporation to own a building or a structure situated in the jurisdiction of the City of Lenoir which is in such a defective or hazardous condition that it is unsafe and especially dangerous to life. The City Council has determined that unsafe and especially dangerous buildings and structures are detrimental to the health, safety and welfare of the citizens of Lenoir, that such unsafe and especially dangerous buildings and structures shall be condemned, and that the owners of such unsafe and especially dangerous buildings and structures shall immediately remedy the unsafe, dangerous, hazardous or unlawful conditions or demolish such buildings or structures.
   (B) A building or structure shall be found to be especially dangerous to life and held unsafe by the Inspector if the Inspector finds that any one (I) of the following conditions exists in such building or structure:
   (3) Floors or roofs which have improperly distributed loads, which are overloaded or which have insufficient strength to be reasonably safe for the purpose used.
   (4) Such damage by fire, wind or other causes as to render the building unsafe.
   (5) Dilapidation, decay, unsanitary conditions or disrepair which is dangerous to the health, safety or welfare of the occupants or other people of the jurisdiction.
   (12) Any abandoned non-residential building or structure which is found to be a health or safety hazard by the Inspector as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children, or frequent use by vagrants as living quarters in the absence of sanitary facilities.
   (C) In addition to conditions 1-12 enumerated in (B) above, any one of which renders a building or structure unsafe, the Inspector shall determine that a non-residential building or structure is unsafe if he finds that a building or structure fails to fully comply with any five (5) or more of the following enumerated standards of building and premises fitness. Full compliance with a standard means that if any part of the stated standard is not complied with by a particular building and premises, then that building, and premises has failed to fully comply with the enumerated standard.
   (13) Walls, partitions, supporting members, sills, joists, rafters or other structural members shall not list, lean or buckle, shall not list, lean or buckle, shall not be rotted, deteriorated or damaged,and shall not have holes or cracks which might admit rodent

Exhibit B







Exhibit B

NOTICE OF VIOLATION

CITY OF LENOIR
WPCOG CODE ENFORCEMENT SERVICES

Minimum Standards for Non-Residential Buildings

This is to certify that the following location 507 Finley Ave is in violation of Chapter 4 Section 4.191 of the Code of the City of Lenoir.

For more information, go to: https://www.wpcog.org/code-enforcement

Non-Residential Buildings or Structures Standards -
An abandoned and/or unsafe structure is defined as a non-residential building or structure which has not been occupied by authorized persons for at least six (6) months and which persistently or repeatedly becomes unprotected or unsecured, or which has been occupied by unauthorized persons, or which presents a danger of structural collapse, fire, disease, or a threat to children.

Upon visual inspection, the Code Enforcement Officer determined there are health or safety hazards, that the building or structure is in a condition that appears to meet one or more of the following conditions:

- [x] (1) Constitutes a fire and safety hazard;
- [x] (2) Is dangerous to life, health, or other property;
- [x] (3) Is likely to cause or contribute to blight, disease, vagrancy or danger to children; or
- [x] (4) Has a tendency to attract person/s intent on criminal activities or other activities which would constitute a public nuisance.

NOTES: Severely damaged structure with structurally compromised roof

---

A hearing will be held with the Non-Residential Buildings or Structures Inspector at City Hall, 801 West Ave, Lenoir, NC 28645 on 03/17/2026 at 10AM. This will be your opportunity to present facts and evidence as to why the structure should not be found failing to meet the Minimum Standards for Non-Residential Buildings. You may bring anyone you wish to this hearing to present evidence. This hearing is not judicial in nature, but simply provides the property owner an opportunity to present their facts to the Non-Residential Buildings or Structures Inspector. The Inspector will then make a decision to:

1. Revoke the Notice of Violation
2. Order the property repaired within a certain time frame
3. Order the building demolished.

Curt Willis

Curt Willis, Non-Residential Buildings or Structures Inspector
(828) 455-4263; curt.willis@wpcog.org

03/04/2026
Date

Exhibit A

V2- 02072020

NOTICE OF VIOLATION

CITY OF LENOIR
WPCOG CODE ENFORCEMENT SERVICES

ADDRESS: 507 Finley Ave

Photos and notes collected on this date: 03/04/2026







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Creative Regional Solutions Since 1968

CITY OF LENOIR
WPCOG CODE ENFORCEMENT SERVICES

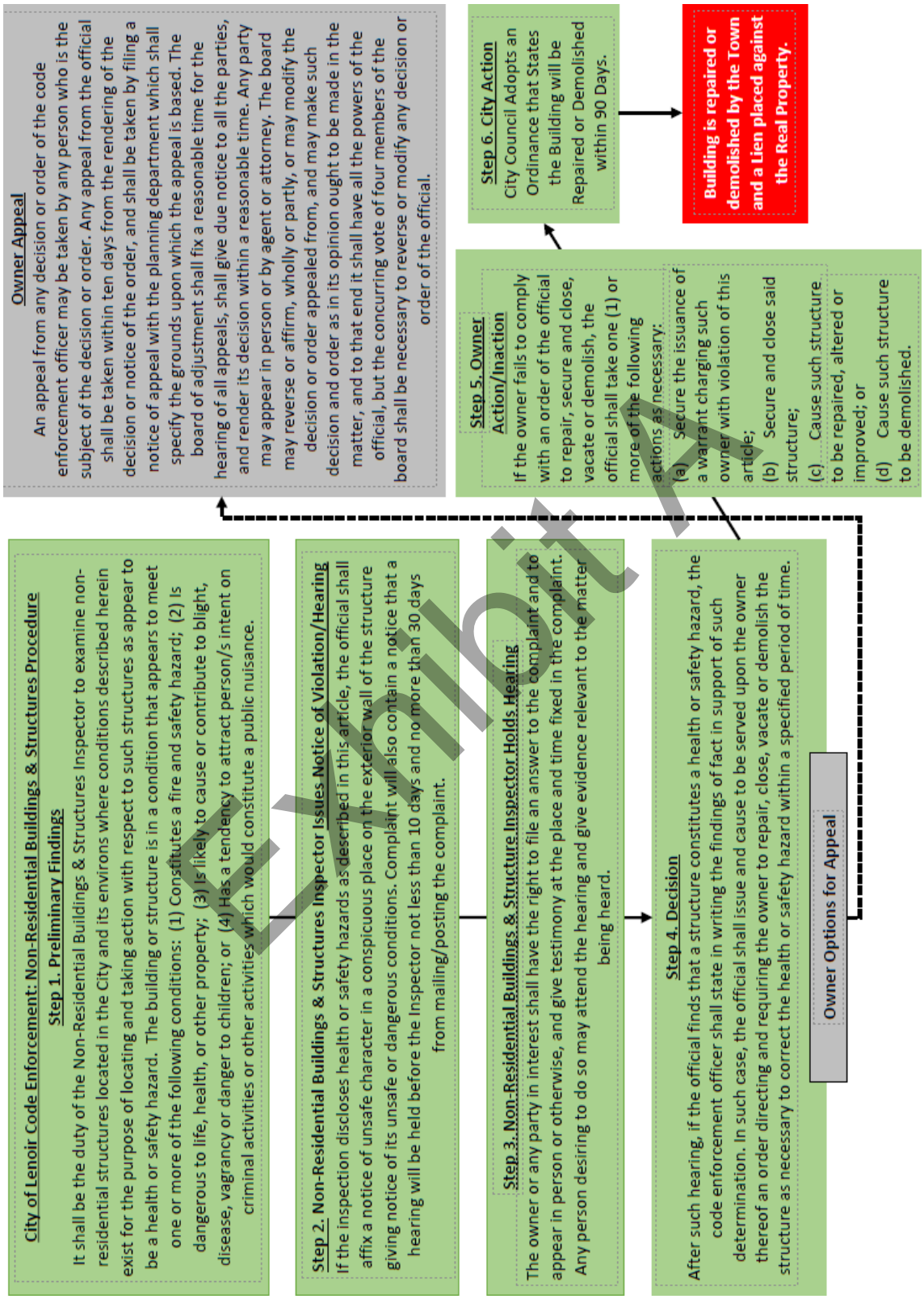


Exhibit A


Google Maps

CITY OF LENOIR

COUNCIL ACTION FORM
9/1/2026

I. Agenda Item: Ordinance to Vacate and Close 1011 West Av. Planning staff requests that City Council adopt a Vacate and Closure ordinance directing staff abate the non-residential structure violations by vacating and securing the building on the property at 1011 West Av.

II. Background Information: The subject structure is unfit for any use, and the property owners have been given a period of more than 90 days to take corrective action, but has not completed the required corrective actions within that period. See attached Findings and Order to Vacate and Close for timeline, details, and photos.

Staff seeks authorization from Council to move forward with the process to vacate and secure the property, until such time as the current owners make the repairs, the property sells and a new owner makes repairs, or a period of 2 years has passed at which time staff may seek to do additional abatement in accordance with Sec. 4-214(b) of Lenoir's Non-residential Buildings Ordinance.

III. Staff Recommendation: Recommend adoption of the attached ordinance, directing staff to proceed with vacating and securing the structure.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director: Hannah Williams

(the above space is left blank for recording purposes)

AN ORDINANCE DIRECTING CITY OFFICIALS TO VACATE AND CLOSE THE PROPERTY HEREIN DESCRIBED AS AN IMMINENT DANGER TO THE PUBLIC AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED

WHEREAS, N.C. Gen. Stat. § 160D-1129, et seq. authorizes any local government by ordinance to provide for the repair, closing, or demolition of Buildings, as defined by N.C. Gen. Stat. § 160D-1129, found unfit for any use due to dilapidation, defects increasing the hazards of fire, accidents or other calamities, or other conditions rendering the Buildings unsafe or unsanitary, or dangerous or detrimental to the health, safety, morals, or otherwise inimical to the welfare of the residents of the local government; and

WHEREAS, the City has adopted by ordinance in Chapter 4, Article 4 of the City of Lenoir Code of Ordinances ("Non-residential Buildings or Structures Standards") to provide for the repair, closing, or demolition of Buildings found unfit for any use; and

WHEREAS, on or about March 11, 2026, the Code Compliance Officer, as defined in Section 4-197 of the Non-residential Buildings Standards, found that the Building located at 1011 West Ave. NW, Lenoir, North Carolina, Parcel ID: 06 5 4 3 (the "Building"), as unfit for any use; and

WHEREAS, on March 11, 2026, the Code Enforcement Officer, after conducting a preliminary investigation disclosing a basis for such charges, issued and caused to be served on Reginald T. Harris and Charles R. Harris, the Owners of the Building, as defined by N.C. Gen. Stat. § 160D-1202(1), and parties in interest of such Building a complaint stating the charges in that respect and containing a notice that an administrative hearing would be held before the Code Compliance Officer, or the designated agent, at Lenoir City Hall; and

WHEREAS, after notice and an administrative hearing, the Code Compliance Officer determined that the Building was unfit for any use due to the fact that the Building was unsafe, dangerous and in non-compliance with City ordinance due to structural damages to roof, ceiling, inadequate egress and fire hazards and stated, in writing, findings of fact to support that

determination; and

WHEREAS, the repair to the Building cannot be made at a reasonable cost in relation to the value of the Building; and

WHEREAS, on March 31, 2026, the Code Enforcement Officer issued and caused to be served on the Owner an order requiring the Owner to vacate and close the Building by not later than June 29, 2026; and

WHEREAS, the Owner of the Building has been given a reasonable opportunity to bring the Building into conformity with the Non-residential Buildings or Structures Standards, but has failed to comply; and

WHEREAS, N.C. Gen. Stat. § 160D-1129 provides that if the Owner fails to comply with an order to vacate, close and/or remove the Building, the Code Compliance Officer may, following ordinance adopted by the governing board, cause the Building to be vacated, closed, posted with a placard on the main entrance of the Building the following words: "This building is unfit for any use; the use or occupation of this building for any use is prohibited and unlawful," and removed; and

WHEREAS, the City Council has determined that the Building is unfit for any use due to structural damages to roof, ceiling, inadequate egress and fire hazards rendering the Buildings unsafe or unsanitary, or dangerous or detrimental to the health, safety, morals, or otherwise inimical to the welfare of the residents of the City of Lenoir; and

WHEREAS, based on the foregoing, the City Council finds that the Building should be vacated, closed, to meet the requirements of the Non-residential Buildings or Structures Standards, and should be placarded by placing thereon a notice prohibiting use for any use until repaired; and

WHEREAS, the City Council finds that all of the provisions of the Non-residential Buildings or Structures Standards have been complied with as a condition of the adoption of this Ordinance.

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

SECTION 1. The Owner of the Building having been notified in accordance with Chapter 160D of the North Carolina General Statutes, is hereby ordered to vacate the Building on or before June 21, 2026.

SECTION 2. The real property upon which the Building is situated is more particularly described as follows:

> BEGINNING at a point in the southwest margin of the sidewalk adjoining West Avenue in the Town of Lenoir, North Carolina, which is located at the northwest corner of the property of Mattie Mae Lutz and others (Deed Book 785 at Page 120, Tax Identification No. 06004-02-10) and runs thence with the southwest margin of

the Lutz property, South 25° 43' 00" East 120.30 feet to a nail set, (this corner is located at the southeast corner of the theater building located on the property of Boyd C. Chapman being conveyed by this instrument); thence with the southeast wall of the theater building, South 64° 45' 21" West 50.06 feet to a nail set; thence South 76° 02' 04" West 11.56 feet to a 1-inch iron pipe found adjacent to the stairs leading into the rear of the theater building, this point is a corner of the property of Frank W. Dayvault (Deed Book 423 at Page 797, Tax Identification No. 06004-02-08); Thence with the line of the Frank W. Dayvault property, North 24° 57' 19" West 30.94 feet to a point in the southeast wall of the Dayvault building; thence with the southeast wall of the Dayvault Building North 64° 00' 00" East 8.50 feet to a point in the southwest wall of the theater building located on the property being conveyed by this instrument; thence with the southwest wall of the theater building and the northeast wall of the Dayvault building, North 25° 01' 55" West 77.16 feet to a point; thence with the edge of the Dayvault building, South 64° 00' 00" West 5.00 feet; thence continuing with the edge of the Dayvault building, North 25° 04' 46" West 12.00 feet to a point in the southeast margin of the 14-foot sidewalk adjoining West Avenue; thence with the southeast margin of said 14- foot sidewalk and with the front of the theater building, North 64° 00' 00" East 56.05 feet to the Point of Beginning.
Parcel ID: 06 4 2 9A
NCPIN: 2749774187

SECTION 3. That the Owners of the real property described herein is Reginal T. Harris and Charles R. Harris.

SECTION 4. The Code Enforcement Officer or his designee is hereby authorized and directed to place a placard on the main entrance of the Building containing the legend: "THIS BUILDING IS UNFIT FOR ANY USE; THE USE OR OCCUPATION OF THIS BUILDING FOR ANY PURPOSE IS PROHIBITED AND UNLAWFUL. ANY PERSON WHO OCCUPIES OR KNOWINGLY ALLOWS THE OCCUPANCY OF A BUILDING OR STRUCTURE SO POSTED SHALL BE GUILTY OF A MISDEMEANOR."

SECTION 5. It shall be unlawful for any person to remove or cause to be removed the placard from Building to which it is affixed thereto pursuant to this Ordinance. It shall likewise be unlawful for any person to occupy or to permit the occupancy of Building having been declared to be unfit for any use. Occupation of a building so posted shall constitute a Class 1 misdemeanor.

SECTION 6. That Owner and parties in interest of the Building are hereby ordered to vacate and close the Building found by the Code Enforcement Officer and City Council to be unfit for any use within 14 days from the date of adoption of this Ordinance. If the Owner or parties in interest fail to have the Building vacated within 14 days from the adoption of this Ordinance, the Code Enforcement Officer is hereby authorized to commence summary ejectment proceedings pursuant to N.C. Gen. Stat. § 160D-1129(j).

If the Owners or parties of interest fail or refuse to vacate and close the Building within the time allowed, then the Code Enforcement Officer is hereby authorized to proceed to vacate, close and secure or demolish the Building in accordance with this Ordinance pursuant to the Non-

residential Buildings or Structures Standards and N.C. Gen. Stat. § 160D-1129. The cost of vacating and closing, or removal and demolition by the Code Enforcement Officer shall be a lien against the real property upon which the cost was incurred as provided in the Regulation authorized as to repair, closing, and demolishing off non-residential buildings or structures; order of public officer N.C. Gen. Stat. § 160D-1129(i).

SECTION 7. The Code Enforcement Officer or his designee is further directed and authorized to take such other and further action and exercise such other powers with respect to said building as may be necessary or convenient to carry out and effectuate the provisions of the Non-residential Buildings or Structures Standards of the City of Lenoir.

SECTION 8. That any person violating the provision of this Ordinance or the Non-residential Buildings or Structures shall be subject to the penalties and fines set forth in Section 4-219. If the violation is continued, each day's violation shall be a separate offense. In addition, this Ordinance may be enforced by an appropriate equitable remedy such as an injunction or order of abatement issuing from any court or competent jurisdiction pursuant to N.C. Gen Stat. § 106D-1129 and by any, all, or a combination of the remedies as authorized and prescribed by law or under Section 4-219(2) of the City of Lenoir Code of Ordinances.

SECTION 9. That the City Clerk is hereby directed to record a certified copy of this Ordinance in the Office of the Caldwell County Register of Deeds and see that it is properly indexed in the name of the Owner in the grantor index.

SECTION 10. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 11. That if any section, subsection, paragraph, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

SECTION 12. That the City Attorney is authorized to proceed with in rem foreclosure proceedings to collect taxes and liens owed for the property, if any.

SECTION 13. This Ordinance shall become effective upon its adoption.

ORDAINED by City Council for the City of Lenoir, North Carolina, this __ day of _____, 2026.

THE CITY OF LENOIR,
a North Carolina Municipal Corporation

ATTEST:

_____ _____ (Seal)

Lauren Hartley, City Clerk Joseph L. Gibbons, Mayor

538925.1

City of Lenoir
801 West Ave NW
Lenoir, NC 28645
www.cityoflenoir.com

COURTESY NOTIFICATION

Harris, Reginald & Charles
202 Beall St NW
Lenoir, NC 28645

The City of Lenoir is taking steps to improve the appearance and condition of Downtown Lenoir and other commercial areas. To support this effort, the Planning Department has prioritized enforcement of property safety standards for non-residential buildings and structures. While the ordinance governing these standards has been in place for some time, it was recently revised to address ongoing concerns and ensure consistency across all properties.

As part of this initiative, the City is surveying non-residential buildings in downtown and other commercial areas to identify properties that may not meet the ordinance requirements.

Your property has been noted for specific concerns, which are outlined below.

Please see the attached photos and reference the Non-Residential Minimum Standards for Buildings and Structures' ordinance located on the City's website at :

https://www.cityoflenoir.com/219/Development-Ordinances

If the violation is resolved, no fines or further actions will be taken.

Street Address/Location:	1011 West Ave NW
Property Identification Number:	2749-77-4187

Please feel free to contact our Non-residential building inspector with any questions or concerns in this matter, at (828)485-4263 or by email at curt.willis@wpcog.org

Curt Willis
Code Enforcement Manager
Emergency Management Planner
Community & Regional Planning

Western Piedmont Council of Governments
Creative Regional Solutions Since 1968
Mailing Address: P.O. Box 9026 | Hickory, NC 28603
Physical Address: 1880 2nd Avenue NW | Hickory, NC 28601

COURTESY NOTIFICATION

50 YEARS Western Piedmont Council of Governments
Creative Regional Solutions Since 1968

NOTICE OF VIOLATION

CITY OF LENOIR
WPCOG CODE ENFORCEMENT SERVICES

ADDRESS: 1011 West Ave NW

Photos and Notes collected as evidence. Photos taken on this day: 10-Feb-2026













NOTICE OF VIOLATION

CITY OF LENOIR
WPCOG CODE ENFORCEMENT SERVICES

Minimum Standards for Non-Residential Buildings

This is to certify that the following location 1011 West Ave NW is in violation of Chapter 4 Section 4.191 of the Code of the City of Lenoir.

For more information, go to: https://www.wpcog.org/code-enforcement

Non-Residential Buildings or Structures Standards -
An abandoned and/or unsafe structure is defined as a non-residential building or structure which has not been occupied by authorized persons for at least six (6) months and which persistently or repeatedly becomes unprotected or unsecured, or which has been occupied by unauthorized persons, or which presents a danger of structural collapse, fire, disease, or a threat to children.

Upon visual inspection, the Code Enforcement Officer determined there are health or safety hazards, that the building or structure is in a condition that appears to meet one or more of the following conditions:

- [x] (1) Constitutes a fire and safety hazard;
- [x] (2) Is dangerous to life, health, or other property;
- [x] (3) Is likely to cause or contribute to blight, disease, vagrancy or danger to children; or
- [x] (4) Has a tendency to attract person/s intent on criminal activities or other activities which would constitute a public nuisance.

NOTES: Abandoned commercial bldg with severe structural/electrical damages; imminently dangerous

---

A hearing will be held with the Non-Residential Buildings or Structures Inspector at City Hall, 801 West Ave, Lenoir, NC 28645 on 03/31/2026 at 4PM. This will be your opportunity to present facts and evidence as to why the structure should not be found failing to meet the Minimum Standards for Non-Residential Buildings. You may bring anyone you wish to this hearing to present evidence. This hearing is not judicial in nature, but simply provides the property owner an opportunity to present their facts to the Non-Residential Buildings or Structures Inspector. The Inspector will then make a decision to:

1. Revoke the Notice of Violation
2. Order the property repaired within a certain time frame
3. Order the building demolished.

Curt Willis

Curt Willis, Non-Residential Buildings or Structures Inspector
(828) 455-4263; curt.willis@wpcog.org

03/11/2026
Date

V2- 02072020

NOTICE OF VIOLATION

CITY OF LENOIR
WPCOG CODE ENFORCEMENT SERVICES

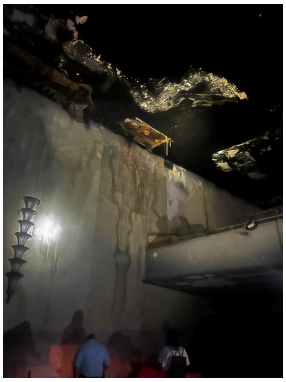
ADDRESS: 1011 West Ave NW

Photos and notes collected on this date: 03/11/2026



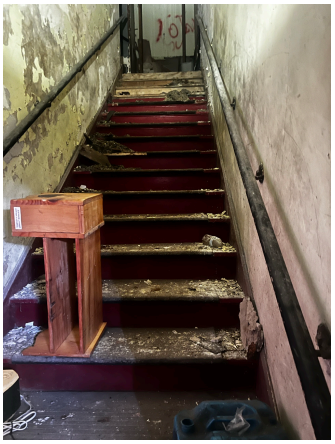


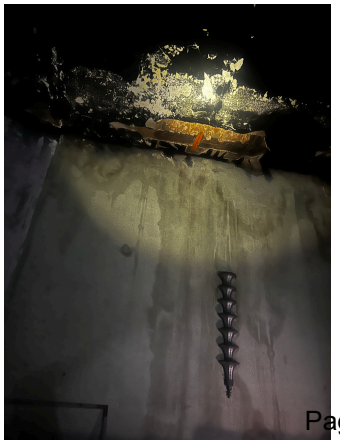






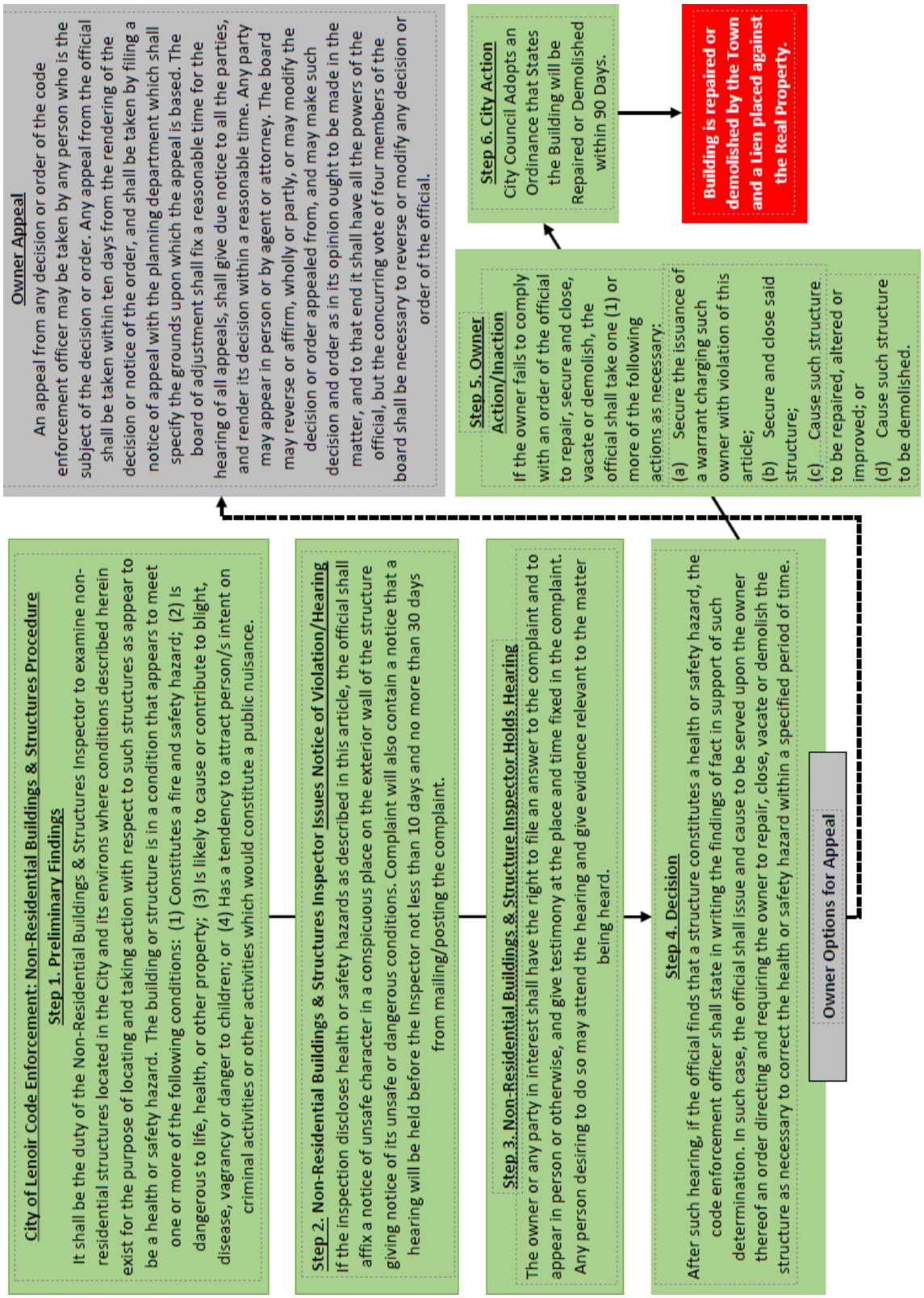


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Creative Regional Solutions Since 1968

CITY OF LENOIR
WPCOG CODE ENFORCEMENT SERVICES



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1880 Second Avenue NW | Hickory, NC 28601
PO Box 9026 | Hickory, NC 28603
828.322.9191 | Fax: 828.322.5991 | www.wpcog.org

ORDER TO VACATE AND CLOSE

DATE OF ISSUE: 31March 2026

NAME: Harris, Reginald T & Charles Ryan
ADDRESS: 202 Beall St NW
Lenoir, NC 28645

TO: Owners and parties in interest of the property located on 1011 West Ave NW, Lenoir, NC
Parcel Id Number: 2749-77-4187

The undersigned Code Enforcement Officer for City of Lenoir, pursuant to law, conducted a hearing at the time and place stated in the Complaint and Notice heretofore issued and served. At the hearing, the Answer, if any, filed by the owners and parties in interest were carefully analyzed and considered by the undersigned in addition to other evidence presented, the undersigned personally inspected the property described above and such inspection and examination has been considered, along with other evidence offered at this hearing.

Upon the record and all of the evidence offered and contentions made, the undersigned Code Enforcement Officer does hereby find the following facts:

1. The above-named owners and parties in interest with respect to the property located at the place specified above were duly served as required by law with written Complaint and Notice of Hearing which set forth the Complaint that the **Structure** located at the above address is **in a state of disrepair**, **unsafe and in violation of the City's Non-Residential Buildings or Structures Standards.**
At the hearing, the following owners, persons in interest or their agents or attorneys, were present and participated therein: **Property owners attended hearing and agreed to secure the building within the alotted time of this order.**
2. The premises described above violates the City's Code, by reason of the conditions found to be present and to exist in and about the structure. See Exhibit A “Original NOV, dated 11MAR2026” and Exhibit B "Findings of Fact, dated "31MAR2026" attached.
3. Due to these conditions, the building and/or premises described above is found to be in condition within the meaning of the City's Non-Residential Buildings or Structures Standards, so **as to be unsafe, unfit for human habitation, hazardous to those in the neighborhood and requires more than 50% of the current value to repair;**

Executive Committee: Barbara C. Pennell, Chair | Bob Floyd, Jr., Vice Chair | Jill Patton, Secretary | Johnny Berry, Treasurer | George B. Holleman, Past Chair | **At-Large Members:** Wayne F. Abele, Sr. | Kitty W. Barnes | John F. “Chip” Black | Joe Gibbons | **Executive Director,** Anthony W. Starr

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IT IS THEREFORE ORDERED that the owners of the property above are required to bring such property into compliance with the Non-Residential Buildings or Structures Standards by **vacating and closing structure/and making the property safe not later than the 29th day of June, 2026.**

4. **Failure to comply with this notice WILL result in the City of Lenoir taking action to cause the abatement and the resulting costs being placed as a lien against the property.** The City of Lenoir may take other action as permitted by law, which may result in additional costs and/or attorney fees.

5. **Appeal:** An appeal from any decision or order of the Code Enforcement Officer may be taken by any person who is the subject of the decision or order. Any appeal from the official shall be taken within **ten days** from the rendering of the decision or notice of the order, and shall be taken by filing a notice of appeal with the City of Lenoir Board of Adjustment (City of Lenoir planning), (828)757-2107) which shall specify the grounds upon which the appeal is based. Any party may appear in person or by agent or attorney. The board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, but the concurring vote of four members of the board shall be necessary to reverse or modify any decision or order of the official.

THIS the 17th day of March, 2026.

Curt Willis
Code Enforcement Officer
(828) 485-4263 or curt.willis@wpcog.org

Executive Committee: Barbara C. Pennell, Chair | Bob Floyd, Jr., Vice Chair | Jill Patton, Secretary | Johnny Berry, Treasurer | George B. Holleman, Past Chair | **At-Large Members:** Wayne F. Abele, Sr. | Kitty W. Barnes | John F. "Chip" Black | Joe Gibbons | **Executive Director,** Anthony W. Starr

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FINDINGS OF FACT

1011 West Ave NW, Lenoir, NC. Non-Residential Buildings or Structures Standards All photos are

from 11MAR2026

All violations are based on the Non-Residential Buildings or Structures Standards of the City of Lenoir

in the following ways:

1. **Section 4-198** Duties and Responsibilities of the Owner
   It shall be the duty and responsibility of the owner to maintain all non-residential buildings or structures in accordance with all standards for non-residential buildings or structures fitness as stated in this Chapter.

2. **Section 4-204** Unlawful to own unsafe buildings and structures.
   (A) lt shall be unlawful for any firm, person or corporation to own a building or a structure situated in the jurisdiction of the City of Lenoir which is in such a defective or hazardous condition that it is unsafe and especially dangerous to life. The City Council has determined that unsafe and especially dangerous buildings and structures are detrimental to the health, safety and welfare of the citizens of Lenoir, that such unsafe and especially dangerous buildings and structures shall be condemned, and that the owners of such unsafe and especially dangerous buildings and structures shall immediately remedy the unsafe, dangerous, hazardous or unlawful conditions or demolish such buildings or structures.
   (B) A building or structure shall be found to be especially dangerous to life and held unsafe by the Inspector if the Inspector finds that any one (I) of the following conditions exists in such building or structure:
   (3) Floors or roofs which have improperly distributed loads, which are overloaded or which have insufficient strength to be reasonably safe for the purpose used.
   (4) Such damage by fire, wind or other causes as to render the building unsafe.
   (5) Dilapidation, decay, unsanitary conditions or disrepair which is dangerous to the health, safety
   (6) Inadequate facilities for egress in case of fire or panic.
   (7) Defects significantly increasing the hazards of fire, accident or other calamities.
   (11) Any violation of the State Fire Prevention Code which constitutes a condition which is unsafe and especially dangerous to life.

   or welfare of the occupants or other people of the jurisdiction.
   (12) Any abandoned non-residential building or structure which is found to be a health or safety hazard by the Inspector as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children, or frequent use by vagrants as living quarters in the absence of sanitary facilities.

   (C) In addition to conditions 1-12 enumerated in (B) above, any one of which renders a building or structure unsafe, the Inspector shall determine that a non-residential building or structure is unsafe if he finds that a building or structure fails to fully comply with any five (5) or more of the following enumerated standards of building and premises fitness. Full compliance with a standard means that if any part of the stated standard is not complied with by a particular building and premises, then that building, and premises has failed to fully comply with the enumerated standard.
   (13) Walls, partitions, supporting members, sills, joists, rafters or other structural members shall not list, lean or buckle, shall not list, lean or buckle, shall not be rotted, deteriorated or damaged,and shall not have holes or cracks which might admit rodent

Exhibit B





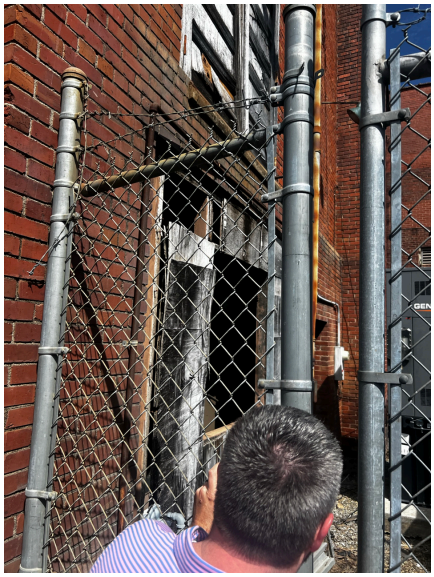








Exhibit B











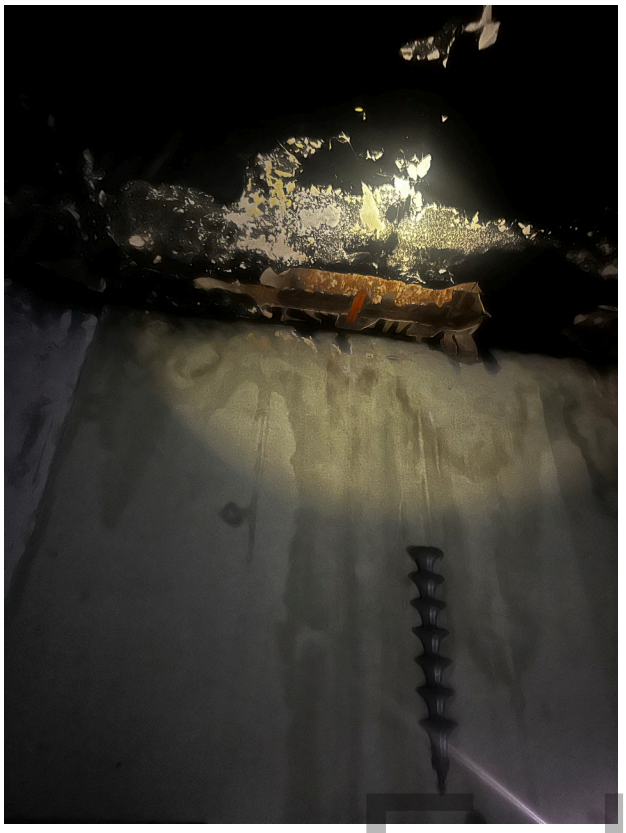


Exhibit B

50 YEARS Western Piedmont Council of Governments
Creative Regional Solutions Since 1968

NOTICE OF VIOLATION

CITY OF LENOIR
WPCOG CODE ENFORCEMENT SERVICES

Minimum Standards for Non-Residential Buildings

This is to certify that the following location 1011 West Ave NW is in violation of Chapter 4 Section 4.191 of the Code of the City of Lenoir.

For more information, go to: https://www.wpcog.org/code-enforcement

Non-Residential Buildings or Structures Standards -
An abandoned and/or unsafe structure is defined as a non-residential building or structure which has not been occupied by authorized persons for at least six (6) months and which persistently or repeatedly becomes unprotected or unsecured, or which has been occupied by unauthorized persons, or which presents a danger of structural collapse, fire, disease, or a threat to children.

Upon visual inspection, the Code Enforcement Officer determined there are health or safety hazards, that the building or structure is in a condition that appears to meet one or more of the following conditions:

- [x] (1) Constitutes a fire and safety hazard;
- [x] (2) Is dangerous to life, health, or other property;
- [x] (3) Is likely to cause or contribute to blight, disease, vagrancy or danger to children; or
- [x] (4) Has a tendency to attract person/s intent on criminal activities or other activities which would constitute a public nuisance.

NOTES: Abandoned commercial bldg with severe structural/electrical damages; imminently dangerous

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A hearing will be held with the Non-Residential Buildings or Structures Inspector at City Hall, 801 West Ave, Lenoir, NC 28645 on 03/31/2026 at 4PM. This will be your opportunity to present facts and evidence as to why the structure should not be found failing to meet the Minimum Standards for Non-Residential Buildings. You may bring anyone you wish to this hearing to present evidence. This hearing is not judicial in nature, but simply provides the property owner an opportunity to present their facts to the Non-Residential Buildings or Structures Inspector. The Inspector will then make a decision to:

1. Revoke the Notice of Violation
2. Order the property repaired within a certain time frame
3. Order the building demolished.

Curt Willis

Curt Willis, Non-Residential Buildings or Structures Inspector
(828) 455-4263; curt.willis@wpcog.org

03/11/2026
Date

Exhibit A

V2- 02072020

50 YEARS
Western Piedmont Council of Governments
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NOTICE OF VIOLATION

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WPCOG CODE ENFORCEMENT SERVICES

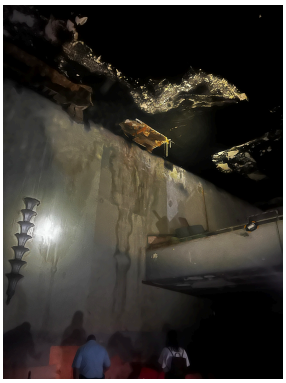
ADDRESS: 1011 West Ave NW

Photos and notes collected on this date: 03/11/2026

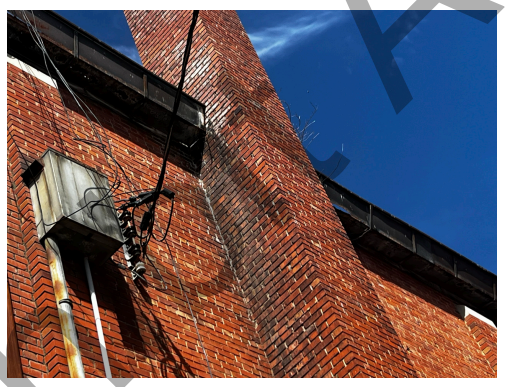










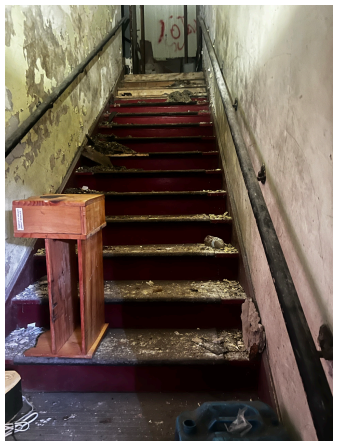






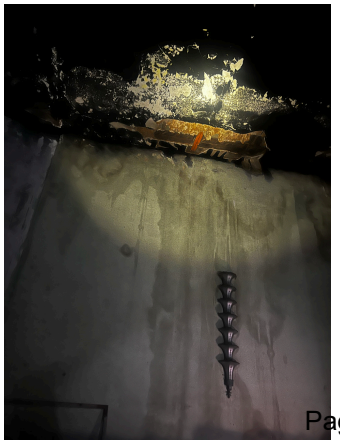












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CITY OF LENOIR
WPCOG CODE ENFORCEMENT SERVICES

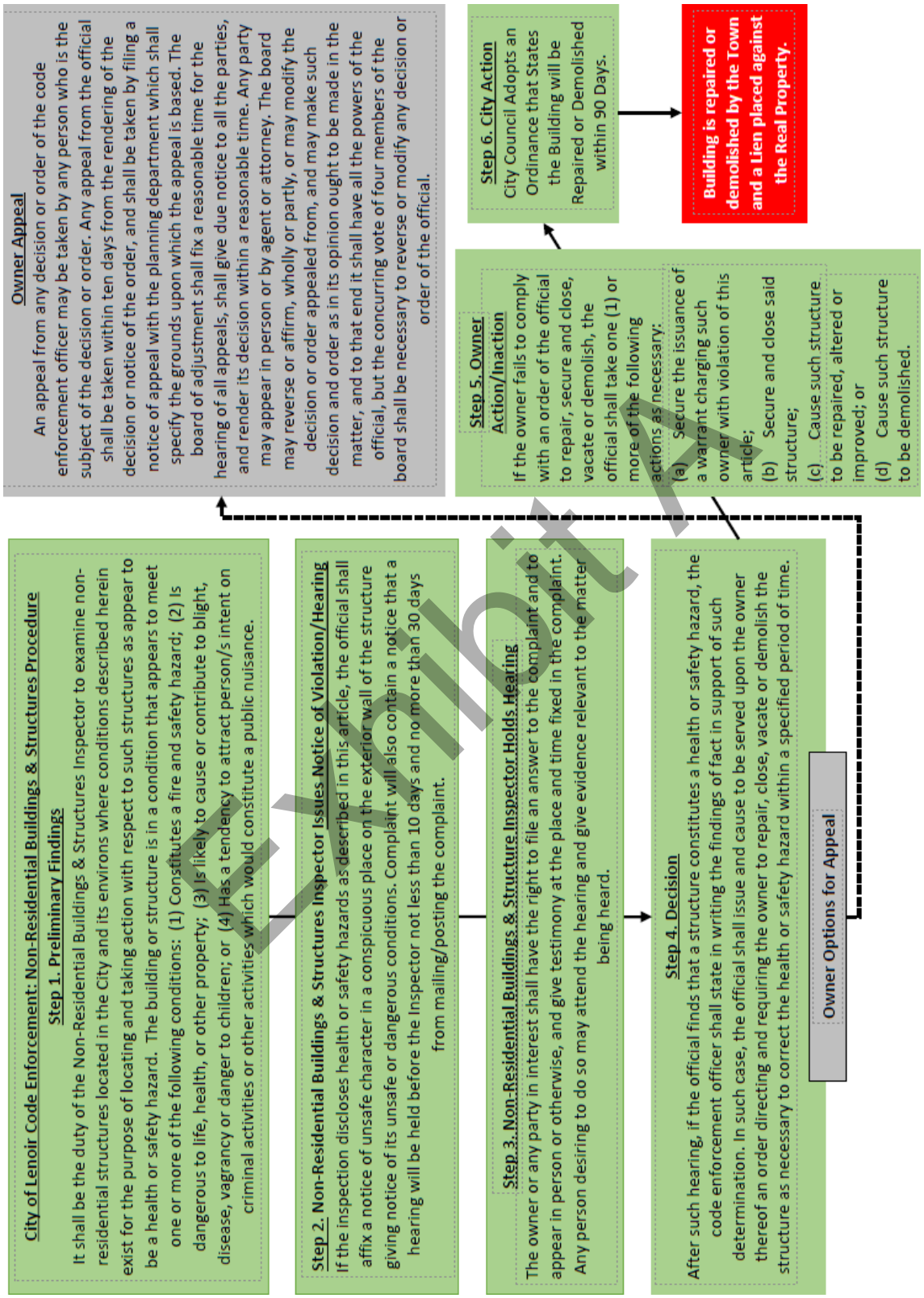


Exhibit A


CENTER
CENTER
THE HARRIS BROTHERS
LENOIR, NC