



AGENDA
City of Lenoir
City Council Meeting
905 West Ave. NW, Lenoir, NC 28645
Tuesday, September 15, 2026 | 6:00 PM



I. Call to Order

- A. Moment of Silence & Pledge of Allegiance
- B. Special Recognition: On behalf of City Council, Mayor Gibbons will present a proclamation to Marco-Leonardo Chumbimuni, Vice Director, Concilio Hispano, Inc., proclaiming the month of September 15 to October 15, 2026, as “National Hispanic and Latino Heritage Month” throughout the City of Lenoir.

II. Matters Scheduled for Public Hearings

III. Consent Agenda Items

- A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, September 1, 2026, as submitted.
- B. Approval Bid Award-Clock Tower Foundation Project; The Clock Tower Foundation design was let for bid informally on August 11, 2026, with a closing date of August 28, 2026, at 10:00 am. One bid was received. Therefore, the bid was rejected, and the project was re-advertised on August 28, 2026, bid informally with a closing date of September 11, 2026, at 10:00 am. Following the review of bids submitted, staff recommends awarding the Clock Tower Foundation Project to G&M Structures LLC for the lump sum of \$91,837.00. G&M Structures LLC is the lowest, responsive, responsible bidder, is appropriately licensed, and is adequately equipped to perform work of this nature, as submitted.
- C. Resolution of Acceptance for Environmental Protection Agency (EPA) Brownfields Clean-up Grant; Approval of a resolution to authorize the acceptance of an Environmental Protection Agency (EPA) Brownfields Clean-up Grant in the amount of \$500,000.00. The purpose of the grant is to complete the site clean-up of the old Broyhill property located at the corner of Virginia Street and College Avenue. The project includes the hiring of a duly qualified contractor for the removal of the remaining material to an appropriately approved landfill facility under the direction of the City and MidAtlantic Associates, the City’s environmental consultant. Staff recommends approval of the resolution, as submitted.
- D. Approval of the City of Lenoir and Town of Blowing Rock Sludge Agreement; The City of Lenoir and the Town of Blowing Rock have had an agreement for the Lower Creek Wastewater Treatment facility to accept municipal wastewater treatment plant sludge from the Town for approximately 30 years. This updated agreement modifies the original agreement to meet current permit requirements. Throughout the term of this agreement, Blowing Rock will continue to hold all appropriate permits necessary to effectuate their responsibilities under the

agreement, or will use their best effort to obtain such permits. Lenoir will not increase said rates to Blowing Rock more than one time during any fiscal year of twelve (12) months ending on June 30 of each year. Lenoir agrees to notify Blowing Rock in writing of planned increases in rates at least ninety (90) days prior to June 30 of any fiscal year, with rate increases that are to become effective on July 1 of that same year. Staff recommends approval of the agreement, as submitted.

- E. Proclamation; National Hispanic and Latino Heritage Month: Approval of a proclamation proclaiming September 15, 2026–October 15, 2026, as “National Hispanic and Latino Heritage Month” throughout the City of Lenoir.

IV. Requests and Petitions of Citizens

V. Reports and Boards and Commissions

- A. Rick Oxford, HOME Program Plan Administrator, Western Piedmont Council of Governments will hold a public meeting to receive public input and comments concerning the proposed FY-2025 Consolidated Annual Performance and Evaluation Report. This report details the activities and expenditures of Community Development Block Grant and HOME funds during the period beginning July 1, 2025 through June 30, 2026.

VI. Reports and Recommendations of the City Manager

- A. Items of Information
 - 1. The City of Lenoir Litter Sweep day is Thursday, September 17.
 - 2. The ABC Board will meet on Thursday, September 17 at 2:00 p.m.
 - 3. The Parks and Recreation Board will meet on Monday, September 21 at 6:00 p.m. at the Aquatic Fitness Center.
 - 4. The Committee of the Whole will meet on Tuesday, September 22 at 8:30 a.m. at City Hall, Third Floor.
 - 5. The Foothills Regional Airport Authority will meet on Wednesday, September 23 at noon.
 - 6. Friday Night Live concert featuring Wild Canyon Band will be held Friday, September 25, from 7:00 p.m. to 10:00 p.m. at the Downtown Lenoir Stage.

VII. Reports and Recommendations of the City Attorney

VIII. Reports and Recommendations of the Mayor

IX. Reports and Recommendations of Council Member

X. Adjournment



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

PROCLAMATION FOR HISPANIC AND LATINO HERITAGE MONTH BETWEEN CONCILIO
HISPANO INC. AND THE CITY OF LENOIR 2026

WHEREAS, the United States of America observes National Latino and Hispanic Heritage Month ("Mes de la Herencia Latina y Hispana") from September 15 to October 15 each year since its inception in 1968; and

WHEREAS, we appreciate the annual opportunity to celebrate the history, culture, and contributions of those residing in the United States whose roots stem from Latin America, the Caribbean, Spain, or Hispanic origins; and

WHEREAS, we are encouraged by the growth of *la Comunidad Latina* ("Latino's Community") in our City and the contributions from *la Comunidad Latina* in enriching our City; and

WHEREAS, we fully believe that the growth of *la Comunidad Latina* makes the City of Lenoir a more culturally diverse and welcoming area for anyone who chooses to make the City of Lenoir their home for themselves and their future generations; and

WHEREAS, we are guided by the City's motto, "Create With Us", and Concilio's mission in creating a more welcoming hometown, both working in harmony towards a common mission of ensuring that all persons who choose to make Lenoir their home are invited to do so; and

WHEREAS, we reiterate our shared call for community, unity, and protection, confident in our mission and vision for our City and everyone residing within it.

NOW, THEREFORE, I, Joseph L. Gibbons, Mayor of the City of Lenoir and the City Council, do hereby proclaim September 15, 2026 to October 15, 2026 to be **Latino and Hispanic Heritage Month** and calls on all congregations, organizations, businesses, and people within Lenoir and Caldwell County to join us and the community in observing Latino and Hispanic Heritage Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lenoir, North Carolina to be affixed this 15th day of September, 2026.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Lauren Hartley, City Clerk



**City Council
Meeting Minutes
Tuesday, September 1, 2026
6:00 PM**

Present: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Rebecca Dellinger, Ralph Prestwood, Kimmie Rogers, David Stevens, 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 and Main Street Director Brenda Floyd.

Absent Mayor Pro-Tem Ike Perkins, Councilmember Crissy Thomas, and Communication & Public Information Director Joshua Harris.

I. Call to Order

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

II. Matters Scheduled for Public Hearings

There were no public hearings.

III. Consent Agenda Items

Mayor Gibbons presented the following 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.

Planning Director Hannah Williams spoke on item (E) and said the participation in the North Carolina Insurance Program (NFIP) Flood Damage Prevention Ordinance is voluntary but enables cheaper flood insurance for your constituents as well as disaster assistance. This ordinance must be approved by the state, and is very similar to surrounding communities.

Upon a motion by Councilmember Stevens, City Council voted 5 to 0 to adopt the above listed items (A through F) on the Consent Agenda as listed and recommended.

IV. Requests and Petitions of Citizens

Josh Lami at 112 Glendale Street asked about the abatement at the Historic Center Theater and the primary goal or plans for the property.

Mayor Gibbons said this item will be addressed and discussed later on the agenda.

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 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.

City Manager Scott Hildebran said provided in the packet are photos of the structure and attempts that have been made to the property owner to correct the problems.

Upon a motion by Councilmember Beal, City Council voted 5 to 0 to approve the Abatement Ordinance for 507 Finley Ave, as presented.

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.

City Manager Scott Hildebran said the intent is not to demolish the building, it is to secure the building, make it safe, and bring it back to productive reuse.

Planning Director Hannah Williams said this ordinance is to vacate and close the building, which means to make sure no one is inside the building and to close it so that no one can access it. The ordinance is also to make sure any immediate dangers are secured.

Mayor Gibbons said the city wants to see this building be usable at some point, it needs to be made safe.

Director Williams said the city believes this building is an asset to downtown and was part of the reason the National Register Historic District was expanded in 2013. This ordinance does not prevent repairs to be made to the building or transfer of property.

Councilmember Beal said being a longtime Lenoir resident himself, he would love to see this property and all properties downtown back into service. That is the goal of the ordinance.

Upon a motion by Councilmember Beal, City Council voted 5 to 0 to approve the Ordinance to Vacate and Close 1011 West Ave 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

Councilmember Rogers said the Happy Valley Fiddlers Convention/Jamboree will be held September 4 to September 6, at 3590 NC-268.

X. Adjournment

There being no further business, Mayor Gibbons adjourned the meeting at 6:17 p.m.

Lauren Hartley, City Clerk

Joseph L. Gibbons, Mayor

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, NC
CHARTERED
JANUARY 28, 1851

SEAL

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

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

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

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

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

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

Sec. 9-1. 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
Deletions indicted by strikethrough; additions indicated by underline, omissions indicated by ***** UPDATED
8/27/2026

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.

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- (2) These flood losses are caused by the cumulative effect of obstructions in floodplains, both inside and outside the identified Special Flood Hazard Areas, causing increases in flood heights and velocities and by the occupancy in floodprone areas of uses vulnerable to floods or other hazards. These obstructions and occupancy by uses vulnerable to floods may be hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

Sec. 9-3. 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.

Deletions indicted by strikethrough; additions indicated by underline, omissions indicated by ***** UPDATED
8/27/2026

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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 lumbars 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 than 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-FY22-1533-0) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.
 - 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 Citycommunity 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.
- The use serves a critical need in the community.
 - No feasible location exists for the use outside the special flood hazard area.
 - The reference level of any structure is elevated or floodproofed to at least the regulatory flood protection elevation.
 - The use complies with all other applicable federal, state and local laws.
 - 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 2. CODIFICATION. The City Clerk shall cause the Code of Ordinances of Lenoir, North Carolina to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

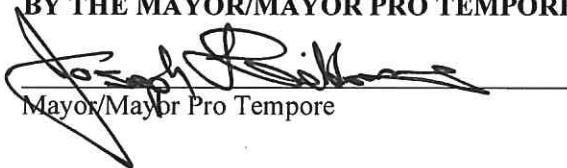
SECTION 3. EFFECTIVE DATE. This ordinance takes effect upon adoption.

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

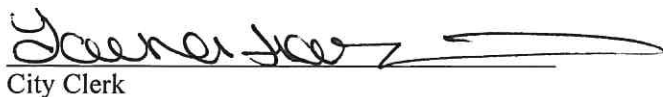
DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, this 15th day of JULY and this 22nd day of JULY, 2026.

DONE, THE SECOND READING AND PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this 1st day of September, 2026.

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


Mayor/Mayor Pro Tempore

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


City Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1951

SEAL

**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,

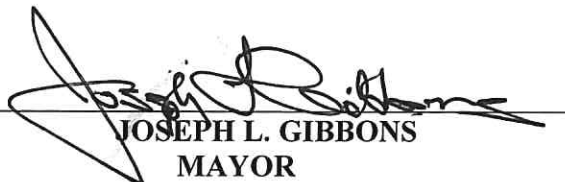
WHEREAS, in 2021, GTE Construction and Realty, Inc. constructed an additional 220 ft. of Prince William Drive, in accordance with City standards for such an extension; and,

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:

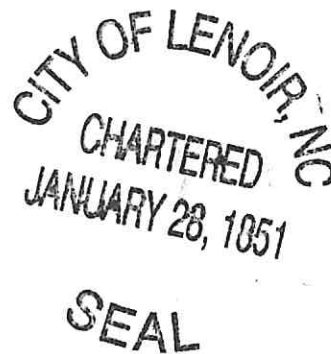

LAUREN HARTLEY
CITY CLERK

APPROVED AS TO FORM:


TIMOTHY J. ROHR
CITY ATTORNEY



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



This document presented and filed:
09/02/2026 11:07:14 AM

Fee \$26.00



10122702

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

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**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 507 Finley Ave. NW, Lenoir, North Carolina, Parcel ID: 09 7 2 19 (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.

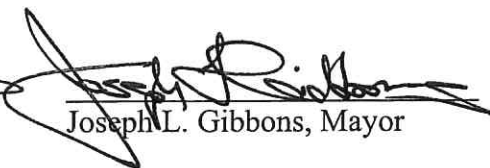
SECTION 13. This Ordinance shall become effective upon its adoption.

ORDAINED by City Council for the City of Lenoir, North Carolina, this 1 day of September, 2026.

THE CITY OF LENOIR,
a North Carolina Municipal Corporation

ATTEST:


Lauren Hartley, City Clerk


Joseph L. Gibbons, Mayor



This document presented and filed:
09/02/2026 11:07:13 AM

Fee \$26.00



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

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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 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.

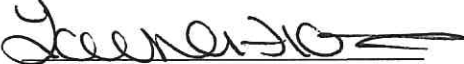
SECTION 11. That if any section, subsection, paragraph, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining 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 1st day of September, 2026.

ATTEST:


Lauren Hartley, City Clerk

THE CITY OF LENOIR,
a North Carolina Municipal Corporation


Joseph L. Gibbons, Mayor

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

City of Lenoir

City Council Action Form

I. Agenda Item:

Approval Bid Award-Clock Tower Foundation Project; The Clock Tower Foundation design was let for bid informally on August 11, 2026, with a closing date of August 28, 2026, at 10:00 am. One bid was received. Therefore, the bid was rejected, and the project was re-advertised on August 28, 2026, bid informally with a closing date of September 11, 2026, at 10:00 am. Following the review of bids submitted, staff recommends awarding the Clock Tower Foundation Project to G&M Structures LLC for the lump sum of \$91,837.00. G&M Structures LLC is the lowest, responsive, responsible bidder, is appropriately licensed, and is adequately equipped to perform work of this nature, as submitted.

II. Background Information:

In the spring of 2024, the City of Lenoir, utilizing both city funds and private donations, contracted with Mattern & Craig Engineers under Task Order #10 to provide engineering assistance for the Time Well Spent Clock Tower Project. The firm was tasked with providing Survey, Civil Site Design and Structural design based on Conceptual and CAD renderings provided by the Western North Carolina Sculpture Center. The Clock Tower Structural plans were completed in February 2025 and the Western North Carolina Sculpture Center began tower fabrication shortly thereafter, which wrapped up in the summer of 2026.

The Clock Tower Foundation design was completed in July 2026 and was let for bid informally on August 11, 2026, with a closing date of August 28, 2026, at 10:00 am. One bid was received. Therefore, the bid was rejected, and the project was re-advertised on August 28, 2026, informally with a closing date of September 11, 2026, at 10:00am. Revisions were made in Section 3.03 Liquidated Damages, Item 1. Substantial Completion of the original Draft Contract/Agreement adjusting \$500 for each day to \$250 each day prior to re-advertisement. This bid includes the removal of existing concrete, installation of precast or cast in place concrete foundation structures, clearing and grubbing of the area, which includes some minor grading, relocation of two pull boxes as well as forming and pouring new concrete sidewalks.

Two bids were received on September 11, 2026, one from G&M Structures LLC and the other from High Country Concrete LLC. The bid submitted by High Country Concrete Services LLC was rejected due to an incomplete bid packet and no proof of licensure in North Carolina. Staff received the following bids:

1. G&M Structures LLC Lump Sum: \$91,837.00 - Complete Bid
2. High Country Concrete Services LLC Lump Sum: \$49,500.00 - Incomplete Bid

Attachments: Bid Advertisement, Bid form, Draft Contract, Bidding Set, Rebid Form, Revised Draft Contract, Bid Selection, Letter of Recommendation

III. Staff Recommendation:

Following the review of bids submitted and the Engineer's Recommendation of Award (see attachment), staff recommends awarding the Clock Tower Foundation Project to G&M Structures LLC for the lump sum of \$91,837.00. G&M Structures LLC is the lowest, responsive, responsible bidder, is appropriately licensed, and is adequately equipped to perform work of this nature.

IV. Reviewed By:

Jon Hogan: Director of Public Works

V. Attachments:

1. MC Recommendation
2. Clock Tower Advertisement 8.10.26
3. Bid Form-Draft-Clock Tower
4. Draft Clock Tower Contract
5. Rebid Form-Draft-Clock Tower
6. Draft Clock Tower Contract Rev 8.28.26
7. maps Lenoir_Clock_Tower_Bidding_Set_08_06_2026
8. Clock Tower Bid_G&M Structures LLC

Randy W. Beckner
Bradley C. Craig
Wm. Thomas Austin
James B. Voso
Chad M. Thomas
Jason A. Carder
Brian R. Newman
D. Jason Snapp
Ryan P. Kincer



Edwin K. Mattern, Jr. (1949-1982)
J. Wayne Craig (1940-2024)
Gene R. Cress (1935-2014)
Sam H. McGhee, III (1940-2018)
Stewart W. Hubbell (Retired)
J. Wayne Craig (Retired)
Michael S. Agee (Retired)
Steven A. Campbell (Retired)
Randy L. Dodson (Retired)

September 11, 2026

Scott Hildebran, City Manager
City of Lenoir
801 West Avenue NW
2nd Floor
Lenoir, NC 28645
shildebran@ci.lenoir.nc.us

Re: Clock Tower Recommendation of Award

Mr. Hildebran:

Informal rebids for the Clock Tower project, were received by the City on September 11, 2026 at 10:00 am. Two bids were received from a total of eight plan holders as noted upon the attached Certified Bid Tabulation.

After final review and verification of the required documents in the bid package provided by the Contractors, the only compliant, bidder was G&M Structures LLC. on this project.

The Certified Bid Tab is included as an enclosure to this letter and hard copies of the Bid Packages were submitted to the City directly and can be forwarded to the City Clerk for your records. The Bid Forms and other required Bid Documents submitted by G&M Structures LLC. on the project have been reviewed by Mattern & Craig and are in conformance with the requested Bid Document requirements.

M&C has provided as enclosures to this letter including the verification of the Contractor's Licensure, Classification, and other attached documents.

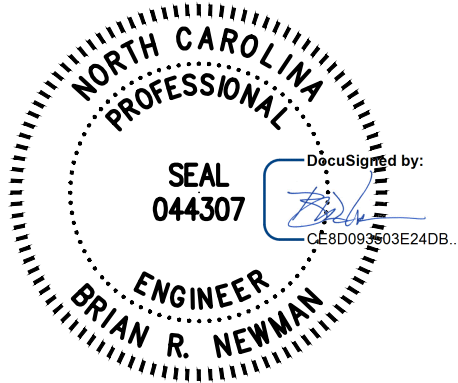
M&C evaluated the total Project Bid Price submitted by the Contractor and although this bid is 14% higher the engineer's estimate for the project amount, M&C hereby recommends that the City issue a contract award for the project to G&M Structures LLC, for a total Contract Value of \$91,837.00.

Thank you for allowing Mattern & Craig to assist you with this work. Please feel free to contact me at (828) 855-2233 or brnewman@matternandcraig.com to discuss the Project in greater detail.

Sincerely,
MATTERN & CRAIG



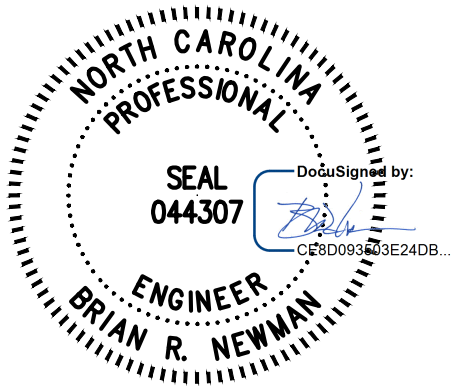
Brian Newman, PE
Principal



Attachments: Engineer's Certified Bid Tabulation
Contractor's Licensure Verification
Evidence of Authority to do Business

Cc: Lauren Hartley, City Clerk – City of Lenoir
Jon Hogan, Director of Public Works – City of Lenoir

BID SUMMARY for Clock Tower City of Lenoir Bid Date: September 11, 2026 Bid Time: 10:00AM							
PLANHOLDERS	Bid Security	Subs List	Suppliers List	Business Authority	Contractor's License #	TOTAL BID PRICE	Compliant Bid
ENGINEER'S ESTIMATE	X	X	X	X	X	X	N/A
G&M Structures LLC	X	N/A	N/A	X	107789	\$ 91,837.00	Yes
High Country Concrete Services LLC	No	No	No	No	No	\$ 49,500.00	No
Wilkie Construction							No Bid
Unique Concrete Services Group LLC							No Bid
Mountain Crest LLC							No Bid
Concrete Bros LLC							No Bid
Brushy Mountain Inc.							No Bid
C&S Concrete Company LLC							No Bid
Apparent Low Bidder: G&M Structures LLC							
I certify that this tabulation is a correct and true representation of the bids received at the above date and time.							



Clock Tower - City of Lenoir
Comm No. 4322E
BID DATE : September 11, 2026
BID TIME: 10:00 AM

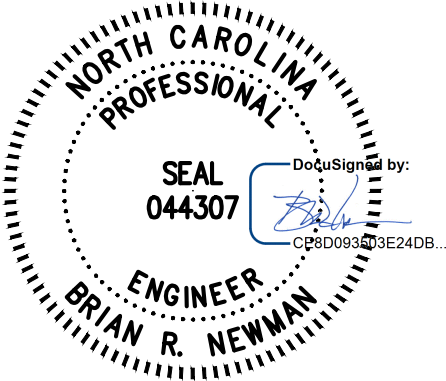
Charter Hills Rd				G&M Structures LLC		High Country Concrete Services LLC	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
1	Mobilization (5%)	LS	1	\$ 4,600.00	\$ 4,600.00	-	-
2	Foundation and Sidewalk	LS	1	\$ 82,287.00	\$ 82,287.00	-	-
3	Traffic Control	LS	1	\$ 4,950.00	\$ 4,950.00	-	-
Total of All Lump Sum Bid Items					\$ 91,837.00		\$ 49,500.00
Total of All Lump Sum Bid Items					\$ 91,837.00		\$ 49,500.00

Apparent Low Bidder:

G&M Structures LLC

Terms of the Contract Bid Evaluation:
The award of the contract will be made to the lowest responsible bidder as soon as practical. The owner may award on the basis of the Total of All Unit Price Bids for the Total Bid Price.

I certify that this tabulation is a correct and true representation of the bids received at the above date and time.
Brian Newman, PE Mattern & Craig Engineers - Surveyors September 11,2026



ADVERTISEMENT FOR BIDS

City of Lenoir (Owner) is requesting Bids for the construction of the following Project:

Clock Tower Foundation

Sealed proposals will be received by Jon Hogan until **10:00 am on Friday, August 28, 2026**, at **Lenoir Public Works, 501-B Greer Cir SW, Lenoir NC 28645** for construction of Foundation for the Clock Tower and sidewalks at which time and place bids will be opened and read.

The Project includes the following Work: **Removal of existing concrete, Installation of precast or cast in place concrete foundation structures, clearing and grubbing of area which includes minor grading, relocation of 2 pull boxes, additionally form and pour new concrete for sidewalks.**

Bidding Documents may be downloaded from the designated project web link. Prospective Bidders are urged to email the Engineer to register as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated link in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated link. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Engineer & Issuing Office for the Bidding Documents is: **Brian Newman, PE - Mattern & Craig**
brnewman@matternandcraig.com ; **231 16th Avenue NE, Hickory, NC 28601**

Full hard copy or partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the electronic (digital) documents available via web link from the Issuing Office. Bidders must be a licensed in the State of North Carolina.

Instructions to Bidders: For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

City of Lenoir reserves the unqualified right to reject any and all proposals.

This Advertisement is issued by: City of Lenoir: Jon Hogan – Public Works Director



The City of Lenoir Public Works Department
Lenoir, North Carolina

Specifications and Bid Documents
for
Clock Tower Foundation Project

Commission No. 4322E

Document Date: July 26, 2026

Bid Date: August 28, 2026 @ 10:00 AM

Mattern & Craig
Engineers – Surveyors
231 16th Ave NE
Hickory, NC 28601
Engineer: Brian Newman, PE
brnewman@matternandcraig.com
(828) 855-2233

Bid Form for Construction Contract

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Jon Hogan

Public Works Department

501-B Greer Cir SW

Lenoir, NC 28645

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security
- B. List of Proposed Subcontractors
- C. List of Proposed Suppliers
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Prices (Base Bid)

1	Mobilization @5%	LS	\$
2	Foundation and Sidewalks	LS	\$
5	Traffic Control	LS	\$
Total of All Lump Sum Bid Items			\$

3.02 Total Bid Price (Lump Sum)

Total Bid Price (Total of all Lump Sum Bids)	\$ _____
(Printed Words)	(\$ _____)
	(Numbers)

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete within **45** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **60** calendar days after the date when the Contract Times commence to run.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. 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.

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. 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, non-competitive levels.
- d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Contract is by and between City of Lenoir, a North Carolina municipal corporation, (Owner) and _____, a North Carolina corporation, (Contractor) and is effective as of this the: ____ day of _____ 2026 (the Effective Date).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions. Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein, all as required by the Contract Documents.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1. Removal of existing concrete, Installation of precast or cast in place concrete foundation structures, clearing and grubbing of area which includes minor grading, relocation of 2 pull boxes, additionally form and pour new concrete for sidewalks.
2. Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located in within limits shown in exhibits.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

1. **Clock Tower** – which includes, but is not limited to, Removal of existing concrete, Installation of precast or cast in place concrete foundation structures, clearing and grubbing of area which includes minor grading, relocation of 2 pull boxes, additionally form and pour new concrete for sidewalks.

2.02 The Owner has retained **Mattern & Craig** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

2.03 The part of the Project that pertains to the civil engineering Work has been designed by **Mattern & Craig (M&C)**.

ARTICLE 3—CONTRACT TIMES

3.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Contract Times: Days*

- A. The Work will be substantially complete within **45 days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **60 days** after the date when the Contract Times commence to run.

3.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$500 for each day** that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1000 for each day** that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 4—CONTRACT PRICE

4.01 **OWNER SHALL PAY CONTRACTOR FOR COMPLETION OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE AMOUNTS THAT FOLLOW, SUBJECT TO ADJUSTMENT UNDER THE CONTRACT:**

A. For the following lump sum (stipulated) price(s)

Item No.	Description	Contract Amount
1	Mobilization @5%	\$
2	Foundation and Sidewalks	\$
3	Traffic Control	\$
Subtotal of this Lump Sum Amount		

- B. For all Work other than Unit Price Work, a **Total Lump Sum Contract Amount** of **\$[number]**.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- C. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
- D. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- E. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$(number)**.
- F. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5—PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **10th day of each month** during performance of the Work as provided in Paragraph 6.02.A.1 below, 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.
 - a. **90 percent of the value of the Work completed** (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **90 percent of cost of materials and equipment** not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **[number]** percent of the Work completed, less such amounts set

off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **[number]** 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.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

5.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

5.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **[number]** percent per annum.

ARTICLE 6—CONTRACT DOCUMENTS

6.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of **6** sheets with each sheet bearing the following general title: **Foundation and Grade**
 - 7. Addenda (numbers **[number]** to **[number]**, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. **Foundation plan**
 - b. **Demolition limits**
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

- B. The Contract 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 Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

7.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor 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.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.02 *Contractor's Certifications*

- A. Contractor 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 non-competitive 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, non-competitive 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.

7.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor 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: City of Lenoir

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Scott Hildebran
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: Jon Hogan
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____



The City of Lenoir Public Works Department
Lenoir, North Carolina

Specifications and Rebid Documents
for
Clock Tower Foundation Project
Commission No. 4322E
Document Date: August 28, 2026
Bid Date: September 11, 2026 @ 10:00 AM

Mattern & Craig
Engineers – Surveyors
231 16th Ave NE
Hickory, NC 28601
Engineer: Brian Newman, PE
brnewman@matternandcraig.com
(828) 855-2233

Bid Form for Construction Contract

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Jon Hogan

Public Works Department

510-B Greer Cir SW

Lenoir, NC 28645

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security
- B. List of Proposed Subcontractors
- C. List of Proposed Suppliers
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Prices (Base Bid)

1	Mobilization @5%	LS	\$
2	Foundation and Sidewalks	LS	\$
5	Traffic Control	LS	\$
Total of All Lump Sum Bid Items			\$

3.02 Total Bid Price (Lump Sum)

Total Bid Price (Total of all Lump Sum Bids)	\$ _____
(Printed Words)	(\$ _____)
	(Numbers)

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete within **60** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **75** calendar days after the date when the Contract Times commence to run.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. 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.

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. 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, non-competitive levels.
- d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Contract is by and between City of Lenoir, a North Carolina municipal corporation, (Owner) and _____, a North Carolina corporation, (Contractor) and is effective as of this the: ____ day of _____ 2026 (the Effective Date).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions. Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein, all as required by the Contract Documents.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1. Removal of existing concrete, Installation of precast or cast in place concrete foundation structures, clearing and grubbing of area which includes minor grading, relocation of 2 pull boxes, additionally form and pour new concrete for sidewalks.
2. Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located in within limits shown in exhibits.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

1. **Clock Tower** – which includes, but is not limited to, Removal of existing concrete, Installation of precast or cast in place concrete foundation structures, clearing and grubbing of area which includes minor grading, relocation of 2 pull boxes, additionally form and pour new concrete for sidewalks.

2.02 The Owner has retained **Mattern & Craig** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

2.03 The part of the Project that pertains to the civil engineering Work has been designed by **Mattern & Craig (M&C)**.

ARTICLE 3—CONTRACT TIMES

3.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Contract Times: Days*

- A. The Work will be substantially complete within **60 days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **75 days** after the date when the Contract Times commence to run.

3.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$250 for each day** that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 4—CONTRACT PRICE

4.01 **OWNER SHALL PAY CONTRACTOR FOR COMPLETION OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE AMOUNTS THAT FOLLOW, SUBJECT TO ADJUSTMENT UNDER THE CONTRACT:**

A. **For the following lump sum (stipulated) price(s)**

Item No.	Description	Contract Amount
1	Mobilization @5%	\$
2	Foundation and Sidewalks	\$
3	Traffic Control	\$
Subtotal of this Lump Sum Amount		

- B. For all Work other than Unit Price Work, a **Total Lump Sum Contract Amount of \$[number]**.
All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- C. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
- D. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- E. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$[number]**.
- F. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5—PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **10th day of each month** during performance of the Work as provided in Paragraph 6.02.A.1 below, 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.
 - a. **90 percent of the value of the Work completed** (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **90 percent of cost of materials and equipment** not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **[number]** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **[number]** 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.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

5.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

5.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **[number]** percent per annum.

ARTICLE 6—CONTRACT DOCUMENTS

6.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of **6** sheets with each sheet bearing the following general title: **Foundation and Grade**
 - 7. Addenda (numbers **[number]** to **[number]**, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. **Foundation plan**
 - b. **Demolition limits**
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract 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 Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

7.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor 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.
 - 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.02 Contractor's Certifications

- A. Contractor 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 non-competitive 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, non-competitive 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.

7.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor 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: City of Lenoir

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Scott Hildebran
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: Jon Hogan
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

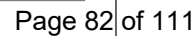
Address:

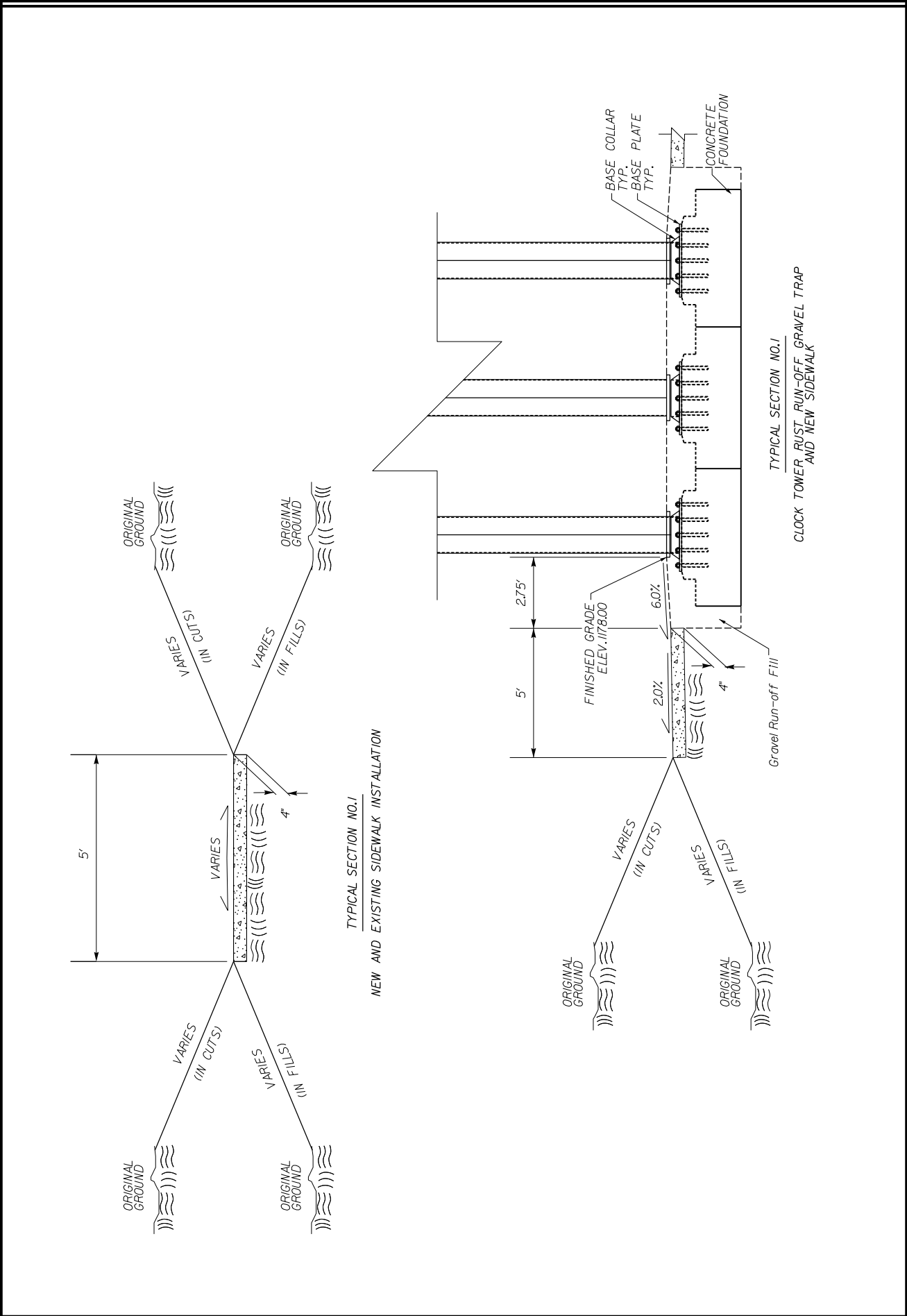
Phone: _____

Email: _____

License No.: _____
(where applicable)

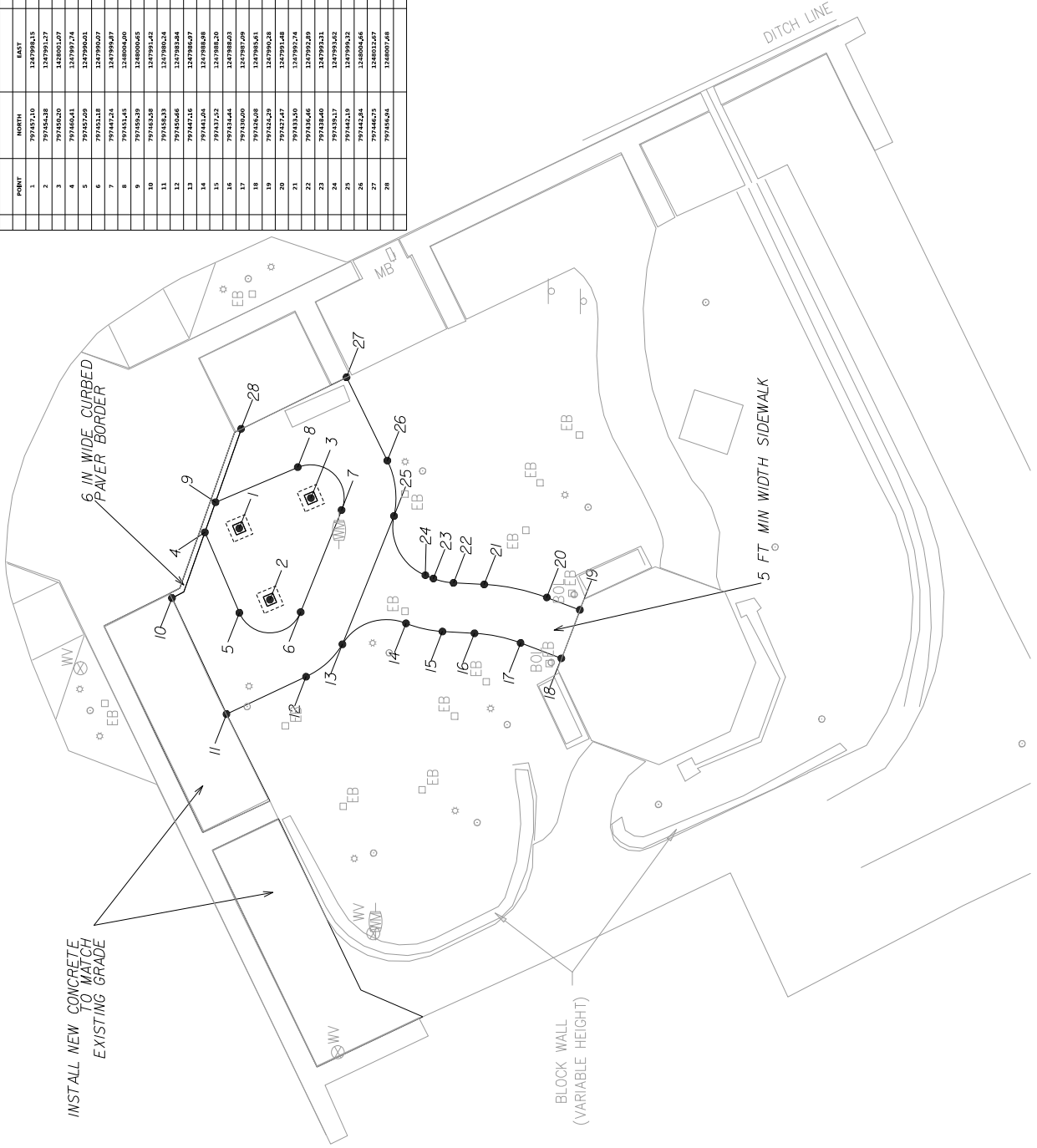
State: _____





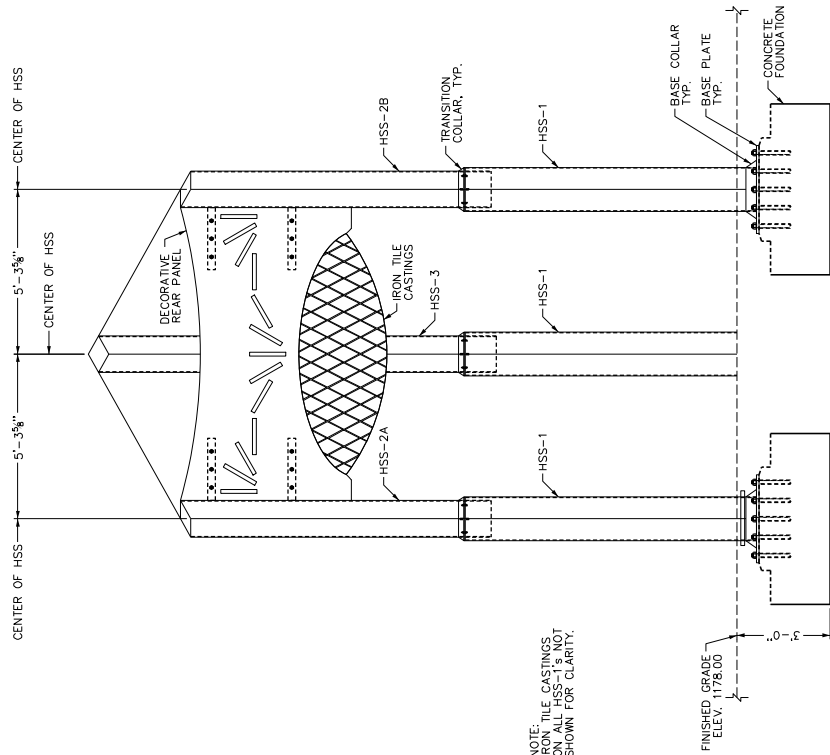
NOTE:
CONCRETE PAD AND
SIDEWALK CROSS SLOPE
SHALL NOT EXCEED
2.00% PER ADA

POINT	NORTH	EAST	ELEVATION	DESCRIPTION	REMARKS (FT)
1	797451.10	1247996.15	1176.00	Column 1 of 3	
2	797454.38	1247991.27	1176.00	Column 2 of 3	
3	797456.20	1248001.07	1176.00	Column 3 of 3	
4	797456.41	1247997.74	1177.44	Begin Median	
5	797457.99	1247996.01	1177.39	PC	
6	797451.18	1247996.07	1177.25	PT	
7	797471.24	1247996.07	1177.11	PC	
8	797471.45	1248006.00	1177.15	END PT	
9	797456.29	1248006.00	1177.42	END PT	
10	797456.29	1248006.00	1177.42	END PT	
11	797456.29	1248006.00	1177.42	END PT	
12	797456.29	1248006.00	1177.42	END PT	
13	797456.29	1248006.00	1177.42	END PT	
14	797456.29	1248006.00	1177.42	END PT	
15	797456.29	1248006.00	1177.42	END PT	
16	797456.29	1248006.00	1177.42	END PT	
17	797456.29	1248006.00	1177.42	END PT	
18	797456.29	1248006.00	1177.42	END PT	
19	797456.29	1248006.00	1177.42	END PT	
20	797456.29	1248006.00	1177.42	END PT	
21	797456.29	1248006.00	1177.42	END PT	
22	797456.29	1248006.00	1177.42	END PT	
23	797456.29	1248006.00	1177.42	END PT	
24	797456.29	1248006.00	1177.42	END PT	
25	797456.29	1248006.00	1177.42	END PT	
26	797456.29	1248006.00	1177.42	END PT	
27	797456.29	1248006.00	1177.42	END PT	
28	797456.29	1248006.00	1177.42	END PT	



GENERAL NOTES

- ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE NC DOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES, DATED JANUARY 2024.
- ALL STRUCTURAL STEEL BARS AND PLATES SHALL BE CORTEN ASTM A588 WITH A MINIMUM YIELD STRENGTH OF 50 KSI.
- ALL STRUCTURAL STEEL TUBES SHALL BE CORTEN ASTM A847 WITH A MINIMUM YIELD STRENGTH OF 50 KSI.
- CONTRACTOR SHALL SATISFY ANY ADDITIONAL OSHA AND STATE SAFETY REQUIREMENTS.
- ALL ELEVATIONS SHOWN IN FEET UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL LOCATE ALL UTILITIES AND UTILITY ELEVATIONS PRIOR TO CONSTRUCTION. ALL UTILITIES TO REMAIN SHALL BE PROTECTED BY THE CONTRACTOR. ANY UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR.
- ALL CONCRETE SHALL BE CLASS A ($f'_c = 3,000$ PSI).
- ALL REINFORCING STEEL SHALL BE GRADE 60.
- REINFORCING STEEL MAY BE SHIFTED SLIGHTLY AS NECESSARY TO CLEAR ANCHOR BOLTS.
- ALL WELDING SHALL BE IN ACCORDANCE WITH CURRENT AWS SPECIFICATIONS PERFORMED BY A CERTIFIED WELDER.
- E70XX ELECTRODES SHALL BE USED FOR ALL WELDING.
- ANCHOR BOLTS SHALL BE HEADED 1" DIA. ASTM F1554 OR 36.
- ANCHOR BOLTS SHALL BE EMBEDDED A MINIMUM OF 12" INTO THE CONCRETE.
- ALL FIELD CONNECTIONS TO BE 1" DIA. ASTM F325 GRADE A325 BOLTS WITH CORRESPONDING NUTS AND WASHERS.
- THERE SHALL BE CONDUITS CENTERED IN EACH TOWER LEG PEDESTAL. SEE SHEET S-3 FOR MORE DETAILS.



NOTE:
IRON TILE CASTINGS
ON ALL HSS-1's NOT
SHOWN FOR CLARITY.

REAR ELEVATION VIEW



Date	Revisions

Issue	Date

Drawn By	Checked By	Design By	Project No.



Matthew & Crabb, Inc.
ENGINEERS - SURVEYORS
231 18th AVENUE NE
SUITE 200
ALBUQUERQUE, NM 87102
FAX (505) 855-1133

07/29/2026

Checked By: JLT
Design By: JLT
Drawn By: EKM

**REAR ELEVATION, GENERAL NOTES
AND INDEX OF SHEETS**

CITY OF LENOR - CLOCK TOWER

Vertical Scale
1/2" = 1'-0"

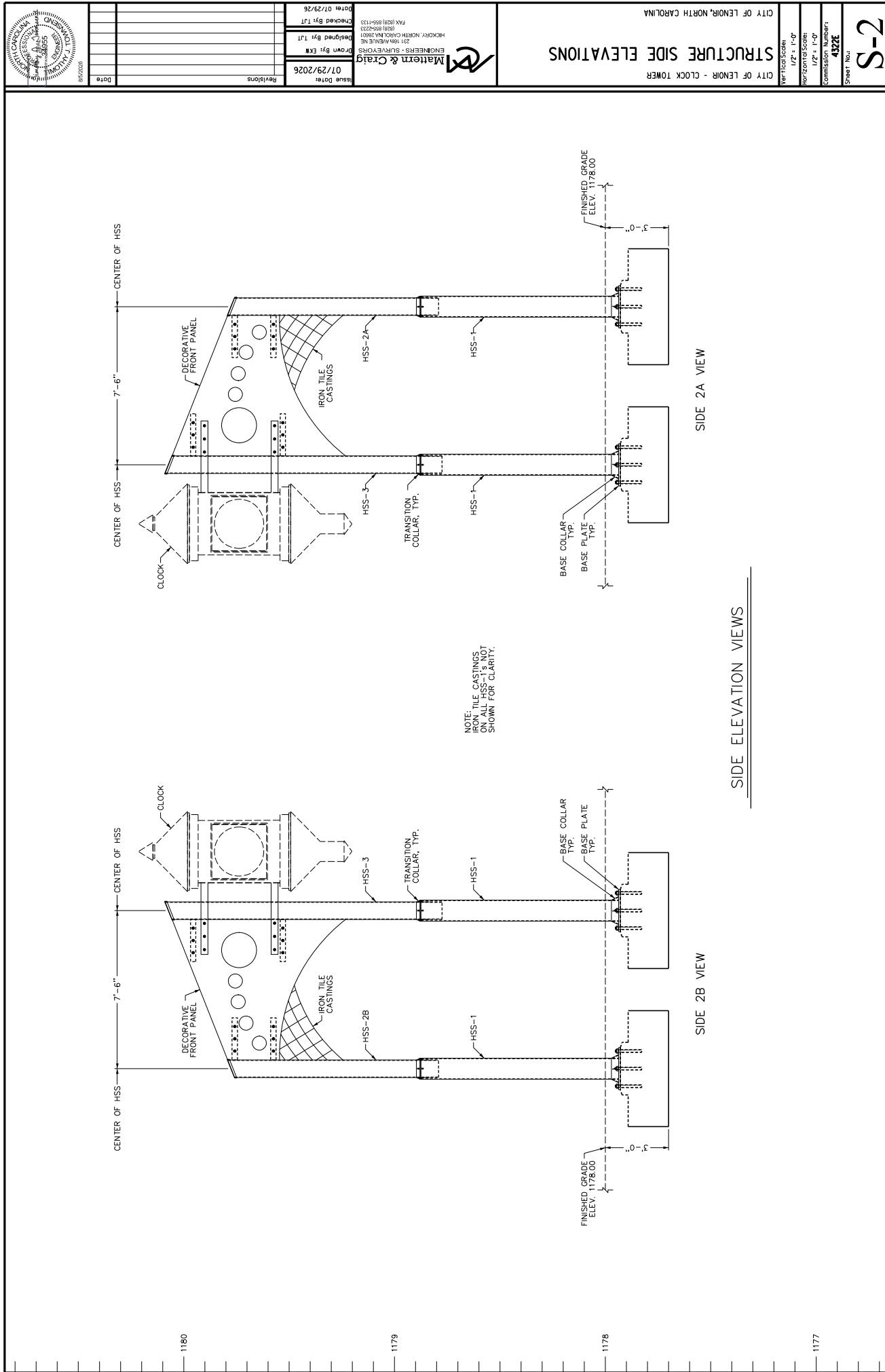
Horizontal Scale
1/2" = 1'-0"

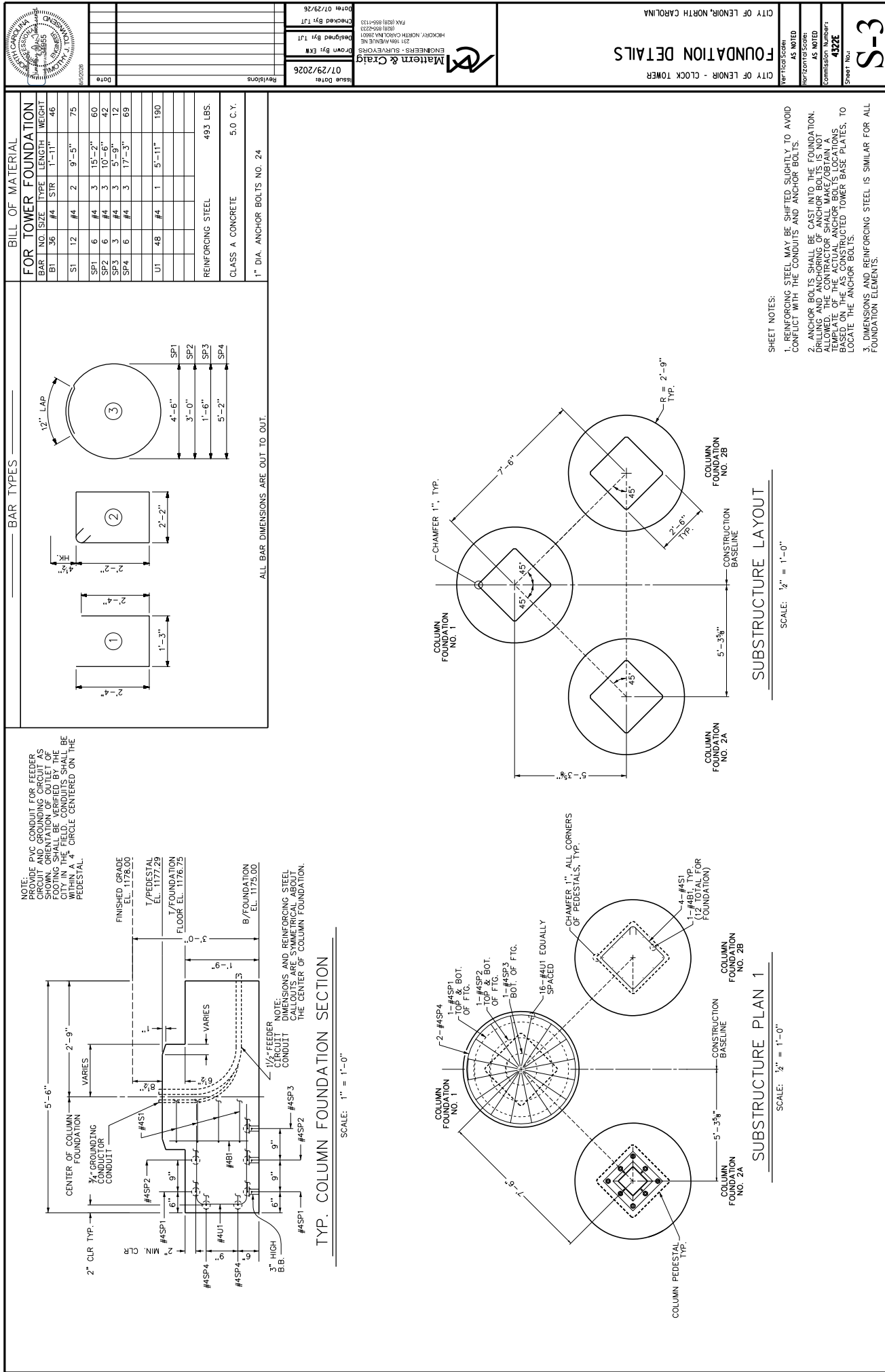
Commission Number
43226

Sheet No.
S-1

CITY OF LENOR, NORTH CAROLINA

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
S-1	REAR ELEVATION, GENERAL NOTES, AND INDEX OF SHEETS
S-2	STRUCTURE SIDE ELEVATIONS
S-3	FOUNDATION DETAILS







The City of Lenoir Public Works Department
Lenoir, North Carolina

Specifications and Rebid Documents

for

Clock Tower Foundation Project

Commission No. 4322E

Document Date: August 28, 2026

Bid Date: September 11, 2026 @ 10:00 AM

Mattern & Craig

Engineers – Surveyors

231 16th Ave NE

Hickory, NC 28601

Engineer: Brian Newman, PE

brnewman@matternandcraig.com

(828) 855-2233

Bid Form for Construction Contract

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Jon Hogan

Public Works Department

510-B Greer Cir SW

Lenoir, NC 28645

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security
- B. List of Proposed Subcontractors
- C. List of Proposed Suppliers
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Prices (Base Bid)

1	Mobilization @5%	LS	\$ 4,600.00
2	Foundation and Sidewalks	LS	\$ 82,287.00
5	Traffic Control	LS	\$ 4,950.00
Total of All Lump Sum Bid Items			\$ 91,837.00

3.02 Total Bid Price (Lump Sum)

Total Bid Price (Total of all Lump Sum Bids)	
EIGHT HUNDRED THIRTY SEVEN DOLLARS	\$ NINETY ONE THOUSAND
(Printed Words)	(\$ 91,837.00)
	(Numbers)

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete within **60** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **75** calendar days after the date when the Contract Times commence to run.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
N/A	

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. 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.

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. 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, non-competitive levels.
- d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

G&M STRUCTURES LLC

By: Rodney A. Green (typed or printed name of organization)
 (individual's signature)
 Name: Rodney Green
 (typed or printed)
 Title: Member Manager
 (typed or printed)
 Date: September 11, 2026
 (typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Kelly R. Ritchie
 (individual's signature)
 Name: Kelly Ritchie
 (typed or printed)
 Title: _____
 (typed or printed)
 Date: 9/11/2026
 (typed or printed)

Address for giving notices:

BID BOND (PENAL SUM FORM)

Bidder Name: G&M Structures, LLC Address (<i>principal place of business</i>): 5270 NC Hwy 127 Taylorsville, NC 28381	Surety Name: United Fire & Casualty Company Address (<i>principal place of business</i>): P. O. Box 73909 Cedar Rapids, IA 52407-3909
Owner Name: City of Lenoir Address (<i>principal place of business</i>): 510-B Greer Circle SW Lenoir, NC 28645	Bid Project (<i>name and location</i>): Clock Tower Foundation Project, Commission No. 4322E, Lenoir, NC Bid Due Date: September 11, 2026
Bond Penal Sum: Five Percent of Amount Bid (5% of Bid) Date of Bond: September 11, 2026	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder G&M Structures, LLC (<i>Full formal name of Bidder</i>)	Surety United Fire & Casualty Company (<i>Full formal name of Surety (corporate seal)</i>)
By: <u><i>Rodney Green</i></u> (<i>Signature</i>)	By: <u><i>Matthew Rose</i></u> (<i>Signature</i>) (<i>Attach Power of Attorney</i>)
Name: <u>Rodney GREEN</u> (<i>Printed or typed</i>)	Name: <u>Matthew Rose</u> (<i>Printed or typed</i>)
Title: <u>Member Manager</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u><i>Kelly R. Ritchie</i></u> (<i>Signature</i>)	Attest: <u><i>TR</i></u> (<i>Signature</i>)
Name: <u>Kelly Ritchie</u> (<i>Printed or typed</i>)	Name: <u>Tyler Turnbull</u> (<i>Printed or typed</i>)
Title: _____	Title: <u>Attorney-in-Fact</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, DALLAS, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
telephone (800) 343-9130 or email surety@unitedfiregroup.com
THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim, please contact us at surety@unitedfiregroup.com

KNOW ALL PERSONS BY THESE PRESENTS, that United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

TYLER TURNBULL, BEVERLY B. IVEY, DELLA B. CASE, MATTHEW ROSE, SCOTT PELIN, BRETT BRANTON, MICHELE MILLER, JIMMY SOUSA, LYDIA CASE, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire as of the 21st day of March, 2027 unless sooner revoked. This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by the authority therein granted and under applicable corporate law. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 21st day of March, 2025.



By: Kyanna M. Saylor
Kyanna M. Saylor, Vice President of
United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:

On this 21st day of March, 2025, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY, the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Notary Public: Judith A. Jones
My commission expires: 04/23/2027

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of each said Company this 11th day of September, 2026.



By: Mary A. Bertsch
Mary A. Bertsch, Assistant Secretary of
United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

BPOA0045 012026

Expiration Date

2026

License No.

107789

North Carolina

Licensing Board for General Contractors

This is to Certify That:

G&M STRUCTURES, LLC

Taylorsville, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2026

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2026

This certificate may not be altered.



[Signature]

Chairman

[Signature]

Secretary-Treasurer

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Approval of a resolution to authorize the acceptance of an Environmental Protection Agency (EPA) Brownfields Clean-up Grant in the amount of \$500,000.00. The purpose of the grant is to complete the site clean-up of the old Broyhill property located at the corner of Virginia Street and College Avenue.

II. Background Information:

The City has been approved for an EPA Brownfields Clean-up grant in the amount of \$500,000 to complete the clean-up of debris and similar materials at this location. The City previously received an ARC grant for this purpose, however an estimated 3,000 – 4,000 tons of material remains on site. The City applied for and successfully received a grant from EPA to continue the clean-up work on this site. The total project cost is estimated at \$500,000.

The project includes the hiring of a duly qualified contractor for the removal of the remaining material to an appropriately approved landfill facility under the direction of the City and MidAtlantic Associates, the City's environmental consultant.

III. Staff Recommendation:

Recommend approval of the resolution to authorize the acceptance of the Environmental Protection Agency (EPA) Brownfields Clean-up Grant in the amount of \$500,000.00.

IV. Reviewed By:

City Attorney:

Assistant City Manager/Finance Director:

Public Works/Public Utilities Director:

City Manager:



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

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) BROWNFIELDS GRANT IN AN AMOUNT OF \$500,000, AND AUTHORIZING EXECUTION OF ALL ASSOCIATED DOCUMENTS

WHEREAS, the United States Environmental Protection Agency (EPA) administers the Brownfields Program to provide funding to local governments to assess, safely clean up, and sustainably reuse brownfields properties; and

WHEREAS, the City of Lenoir previously submitted an application for an EPA Brownfields Cleanup Grant to fund environmental cleanup activities at 1429 College Avenue SW and Virginia Street, Lenoir, NC 29645 (Census Tract 37027030300), a 14.8-acre site that operated as a furniture manufacturing complex from the early 1900s to 2007; and

WHEREAS, the U.S. EPA has officially notified the City of Lenoir that it has been selected to receive a grant award in the amount of \$500,000; and

WHEREAS, these grant funds will allow the City to conduct vital community outreach, site inventories, environmental site assessments, or remediation to promote public health and economic revitalization; and

WHEREAS, the acceptance of this grant requires the execution of an EPA Cooperative Agreement and adherence to federal pre-award and reporting guidelines; and

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

1. The City Council hereby formally accepts the U.S. EPA Brownfields Grant in the amount of \$500,000, and
2. The City Manager, or his/her designee, is hereby authorized and directed to execute, and submit the EPA Cooperative Agreement, work plans, and all subsequent contracts, amendments, or progress reports required to implement the grant program.

This Resolution shall take effect immediately upon its passage and adoption, this the 15th day of September, 2026.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Lauren Hartley, City Clerk



Brownfields 2026 Cleanup Fact Sheet

Lenoir, NC

Grant Recipient Information

Name: City of Lenoir

Phone: 828-757-2175

Website: <https://cityoflenoir.com>

EPA Information

Region: EPA Region 4 Brownfields Team

Phone: 404-562-9515

Website: <https://www.epa.gov/brownfields/r4>

[View Printable PDF](#)

Publication Information

Office: United States Environmental Protection Agency
Land and Emergency Management
(5105T)
Washington, D.C. 20460

Publication

Number: EPA-560-F-26-104

Publication Date: June 2026

Overview of the EPA Brownfields Program

EPA's Brownfields Program empowers states, Tribal Nations, communities, and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfield sites. A brownfield site is real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The Small Business Liability Relief and Brownfields Revitalization Act of 2002, as amended by the Brownfields Utilization, Investment and Local Development Act of 2018, was passed to help states and communities around the country clean up and revitalize brownfield sites. Under this law, EPA provides financial assistance to eligible applicants through five competitive grant programs: Multipurpose Grants, Assessment Grants, Revolving Loan Fund Grants, Cleanup Grants, and Job Training Grants. Additionally, funding support is provided to state and tribal response programs through a separate mechanism.

Cleanup Grant

\$500,000

EPA has selected the City of Lenoir for a Brownfields Cleanup Grant that will be funded by the Infrastructure Investment and Jobs Act. Grant funds will be used to clean up the Former Broyhill Property located at 1429 College Avenue. The 14.8-acre cleanup site operated as a furniture manufacturing complex from the early 1900s to 2007. Some of the site structures were demolished, and it was converted into a recycling center, which operated through 2012 and has remained vacant since. The site is contaminated with inorganic contaminants. Grant funds will also be used to conduct two public meetings and support community engagement activities.

For further information, including specific grant contacts, additional grant information, brownfields news and events, and publications and links, visit the EPA Brownfields Web site (<http://www.epa.gov/brownfields>).

The information presented in this fact sheet comes from the grant application; EPA cannot attest to the accuracy of the information. The cooperative agreement is negotiated after the selection announcement. Therefore, the funding amount and activities described in this fact sheet are subject to change.

Please email comments on this website to: Brownfields-Web-Comments@epamail.epa.gov

FY 2026 Brownfield Assessment, Revolving Loan Fund, and Cleanup Grant Selections

FY 2026 Brownfield Revolving Loan Fund Supplemental Selections

Applicant/Recipient Name	Type of Application/Request	Site Name	Approved Funding
Mississippi			
East Central Planning and Development District, MS	Assessment	Community-wide	\$1,500,000
Hernando, MS	Assessment	Community-wide	\$500,000 *
Mississippi Department of Environmental Quality	Assessment	Community-wide	\$2,000,000 *
	RLF Supplemental	Community-wide	\$500,000 *+
Southern Mississippi Planning and Development District	Assessment	Community-wide	\$1,500,000
North Carolina			
Lenoir, NC	Cleanup	Former Broyhill Property	\$500,000 *
Mainspring Conservation Trust, Franklin, NC	Cleanup	Former Simpson Gas and Oil Site	\$367,605 *
Pitt County, NC	Assessment	Community-wide	\$500,000 *
Reidsville, NC	Assessment	Community-wide	\$500,000 *
Wilson, NC	Assessment	Community-wide	\$500,000 *
Tennessee			
Jackson, TN	Assessment	Community-wide	\$500,000 *
Memphis and Shelby County Community Redevelopment Agency, TN	Cleanup	Former Ibrahim Site	\$765,000 *
Northwest Tennessee Development District	Assessment	Community-wide	\$1,500,000

* Infrastructure Investment and Jobs Act
+ RLF Supplemental Funding is non-competitive funding for existing, high-performing RLF recipients

City of Lenoir

City Council Action Form

I. Agenda Item:

Approval of the City of Lenoir and Town of Blowing Rock Sludge Agreement; The City of Lenoir and the Town of Blowing Rock have had an agreement for the Lower Creek Wastewater Treatment facility to accept municipal wastewater treatment plant sludge from the Town for approximately 30 years. This updated agreement modifies the original agreement to meet current permit requirements. Throughout the term of this agreement, Blowing Rock will continue to hold all appropriate permits necessary to effectuate their responsibilities under the agreement, or will use their best effort to obtain such permits. Lenoir will not increase said rates to Blowing Rock more than one time during any fiscal year of twelve (12) months ending on June 30 of each year. Lenoir agrees to notify Blowing Rock in writing of planned increases in rates at least ninety (90) days prior to June 30 of any fiscal year, with rate increases that are to become effective on July 1 of that same year. Staff recommends approval of the agreement, as submitted.

II. Background Information:

The City of Lenoir and the Town of Blowing Rock have had an agreement for the Lower Creek Wastewater Treatment facility to accept municipal wastewater treatment plant sludge from the Town for approximately 30 years. This updated agreement modifies the original agreement to meet current permit requirements. Throughout the term of this agreement, Blowing Rock will continue to hold all appropriate permits necessary to effectuate their responsibilities under the agreement, or will use their best effort to obtain such permits. Lenoir agrees to accept up to three (3) tanker loads (not to exceed 3,750 gallons per load) of sludge from the Blowing Rock Wastewater Treatment Facility per week (not to exceed 9,000 gallons per week) during the term of this agreement.- Sludge received from Blowing Rock will be discharged directly into the discharge area that is pumped directly to the sludge holding tank. The initial per gallon rate to be charged to Blowing Rock for the acceptance of wastewater treatment plant sludge shall be 20 cents per gallon. Over the term of this agreement or any extension thereof, Lenoir may, at its sole discretion, increase the initial per gallon rate as it deems necessary. Lenoir will not increase said rates to Blowing Rock more than one time during any fiscal year of twelve (12) months ending on June 30 of each year. Lenoir agrees to notify Blowing Rock in writing of planned increases in rates at least ninety (90) days prior to June 30 of any fiscal year, with rate increases that are to become effective on July 1 of that same year. The agreement expires June 30, 2035.

III. Staff Recommendation:

Staff recommends approval of the agreement, as submitted.

IV. Reviewed By:

Jeff Church

V. Attachments:

1. Lenoir - Blowing Rock Sludge Acceptance Agreement.2026.09.15

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

**AGREEMENT TO ACCEPT AND TREAT MUNICIPAL WASTEWATER
TREATMENT FACILITY SLUDGE**

THIS CONTRACT is made and entered into this 15th day of September, 2026 by and between the City of Lenoir, a North Carolina Municipal Corporation hereinafter referred to as “Lenoir” and the Town of Blowing Rock, a North Carolina Municipal Corporation hereinafter referred to as “Blowing Rock”.

WITNESSETH

WHEREAS, Lenoir and Blowing Rock are political subdivisions of the State of North Carolina, both having the power and authority to enter into this agreement, and the signatories hereto have been authorized to execute this document on behalf of the Lenoir City Council and the Blowing Rock Town Council; and

WHEREAS, Lenoir currently owns and operates the Lower Creek Wastewater Treatment Facility (LCWWTF) and is engaged in the enterprise of managing, operating, and maintaining said facility and the biosolid residuals generated by such operation; and

WHEREAS, Blowing Rock owns and operates a wastewater treatment facility, and is also engaged in the enterprise of managing, operating, and maintaining the facility; and

WHEREAS, Lenoir and Blowing Rock mutually desire to enter into an agreement to provide for the acceptance and treatment of sludge generated by the Blowing Rock wastewater treatment facility in accordance with the terms and provisions contained herein; and

WHEREAS, Lenoir has determined that it has the capability to accept the wastewater treatment sludge throughout the term of this agreement without impairing the treatment capabilities of the Lower Creek Wastewater Treatment Facility; and

WHEREAS, Lenoir and Blowing Rock have or hold and will continue to have or hold throughout the term of this agreement, all appropriate permits necessary to effectuate their respective responsibilities under this agreement or will use their best efforts to obtain such permits;

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. This agreement will commence on the 15th day of September, 2026, and unless earlier terminated in accordance with the terms herein, will expire on the 30th day of June, 2035 (Hereinafter referred to as the “Wastewater Service Period”).
2. Lenoir agrees to accept up to three (3) tanker loads (not to exceed 3,750 gallons per load) of sludge from the Blowing Rock Wastewater Treatment Facility per week (not to exceed 9,000 gallons per week) during the term of this agreement. Sludge received from Blowing Rock will be discharged directly into the discharge area that is pumped directly to the sludge holding tank.
3. Blowing Rock will not exceed the above gallons per tanker load (or 9,000 gallons per week) and a maximum of three (3) tanker loads per week provided for in Section 2 of this agreement, unless Lenoir expressly agrees in advance in writing that said maximum weekly loads and gallons per load may exceed the terms set forth for a specified period of time.
4. The wastewater sludge received from Blowing Rock must be in liquid form and must not have a concentration of more than 1.5% solids. The pH must not be less than 5.5 or greater than 8.0. These test results must be provided to the lab by Blowing Rock to Lenoir staff, daily, on all tanker loads.
5. To monitor sludge quality at the LCWWTF, Blowing Rock will fund and perform testing to evaluate the quality and constituents of the sludge being accepted at the LCWWTF. Depending on results of the testing, Blowing Rock will perform this testing at a minimum of annually or a maximum of quarterly. This testing is required and will be conducted in accordance with acceptable industry standards and the North Carolina Department of Environmental Quality (NCDEQ) guidelines for the following parameters:
 - TCLP (Toxicity Characteristics Leaching Procedure)
 - Arsenic, Cadmium, Chromium, Copper, Lead, Mercury, Nickel, Selenium, Silver, and Zinc
 - Cyanide
 - Total Phosphorus
 - Percent (%) SolidsWithin seven (7) days of receiving the results of these tests, the Town of Blowing Rock must email or mail a copy to the City of Lenoir Wastewater Treatment Facility Superintendent. Should Lenoir’s permit limits change, Blowing Rock will immediately adjust testing accordingly.
6. Blowing Rock will timely pay Lenoir for the gallons of treated sludge on a monthly basis, in accordance with invoices, or by purchase of coupons from Lenoir for septic waste haulers, which will be based upon the capacity of the tanker or the actual gallons disposed of at the LCWWTF. Blowing Rock will pay Lenoir the amounts of each such monthly invoice within 30 calendar days of the date of each invoice.
7. The initial per gallon rate to be charged to Blowing Rock for the acceptance of

wastewater treatment sludge shall be 20 cents per gallon.

Over the term of this agreement or any extension thereof, Lenoir may, at its sole discretion, increase the initial per gallon rate as it deems necessary. Lenoir will not increase said rates to Blowing Rock more than one time during any fiscal year of twelve (12) months ending on June 30 of each year. Lenoir agrees to notify Blowing Rock in writing of planned increases in rates at least ninety (90) days prior to June 30 of any fiscal year, with rate increases that are to become effective on July 1 of that same year.

8. Blowing Rock will provide a minimum of three months advance written notice to Lenoir prior to the expiration of this agreement or subsequent extensions of this agreement if Blowing Rock desires to extend the terms of this agreement. Upon timely receipt of such notice of Blowing Rock's desire to extend this agreement, Lenoir will, within sixty (60) days after having received such notification, notify Blowing Rock in writing of its acceptance of the extension of this agreement.
9. In the event that Lenoir elects not to extend this agreement, Lenoir will continue to accept and provide sludge treatment to Blowing Rock, under the same terms of the agreement, until Blowing Rock has had sufficient opportunity to secure an alternate source(s) of sludge disposal and treatment; however, Lenoir will not be bound to continue to provide sludge acceptance and treatment to Blowing Rock beyond a period of twelve (12) months past the date of its written notification to Blowing Rock of its intention not to extend this agreement.
10. In the event of damage or destruction of Lenoir's LCWWTF or any emergency which, in the reasonable judgment of Lenoir, is likely to result in material loss or damage to the system or constitute a material threat to human health or safety, Lenoir may suspend operation of its wastewater treatment facility. Lenoir's response to emergencies and other such unusual circumstances will be in accordance with applicable policies, regulations, laws and requirements and with such personnel and equipment as necessary to maintain or restore the operations of its wastewater treatment facility in a timely manner with the least possible disruption or inconvenience.
11. Lenoir and Blowing Rock both represent that no litigation is pending or threatened against them which would impair their ability to perform their respective duties and obligations under the terms, covenants and provisions of this agreement.
12. Resolution of Disputes
Should any disputes arise under this agreement, including but not limited to disputes pertaining to services, rates, or invoices, said disputes will be resolved, when possible, through good faith negotiations between the parties. It is the intent of Lenoir and Blowing Rock that pursuit of legal action will be a remedy of last resort and that a negotiated resolution, including the use of outside experts or mediators, will be the preferred means of resolving disputes

hereunder.

13. Default and Termination

This agreement may be terminated prior to its stated expiration date by Lenoir or Blowing Rock in accordance with the terms and conditions set forth below.

- A. Termination for cause by Lenoir. Upon the happening of any of the following events of default by Blowing Rock, Lenoir will have the right to terminate this agreement:

The failure of Blowing Rock to perform or observe any of its material covenants, agreements, obligations and/or duties created by this agreement including but not limited to paragraph 6 hereof.

- B. Termination for cause by Blowing Rock. Upon the happening of any of the following events of default by Lenoir, Blowing Rock will have the right to terminate this agreement:

The failure of Lenoir to perform or observe any of its material covenants, agreements, obligations and/or duties created by this agreement.

14. **NOTICES:** To effectuate service of all notices required under this agreement, notices must be served by Certified United States Mail, Postage Prepaid, Return Receipt Requested, Addressed to the Party to whom directed at the address herein set forth or at such other address as may from time to time be designated in writing by either party:

To Lenoir:

City of Lenoir
Wastewater Treatment Superintendent
1905 Broadland Rd, Lenoir, NC 28645

To Blowing Rock:

Town of Blowing Rock

15. This agreement embodies the entire agreement between the parties in connection with this transaction, and there are no oral or parol agreements, representations or inducements existing between the parties relating to this transaction, which are not expressly set forth herein. This agreement may not be modified except by a written agreement signed by all parties to this agreement. Neither party may sell, convey or otherwise alienate the rights and obligations created herein without the prior written permission of the other party to this agreement. This agreement is non-assignable.

16. Nothing contained herein is to be construed to place the parties in the relationship of partners or joint ventures, and neither party has the power to obligate or bind the other party in any manner whatsoever. No joint agency is established by this Agreement pursuant to Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes, by other similar statutory authority authorizing interlocal cooperation between units of local government, or

otherwise.

17. No written waiver by any party to this agreement at any time of any breach of any other provision of this agreement will be deemed a waiver of a breach of any provision herein or consent to any subsequent breach of the same or any other provision.
18. The captions and article numbers appearing in this agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope of such paragraphs or articles of this agreement or in any way affect this agreement.
19. This agreement is governed by and interpreted in accordance with the laws of the State of North Carolina.
20. Words of any gender used in this agreement include any other gender, and words in the singular number include the plural, when the sense requires.
21. This agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and it will not be necessary in making proof of this agreement to produce or account for more than one such fully executed counterpart.
22. Except as provided herein, the rights and remedies provided for in this agreement are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

CITY OF LENOIR, NORTH CAROLINA

By: _____

Joseph L. Gibbons, Mayor

(SEAL)

Attest:

By: _____

Lauren Hartley, City Clerk

TOWN OF BLOWING ROCK, NORTH CAROLINA

By: _____

_____, Mayor

(SEAL)

Attest:

By: _____

_____, Town Clerk

This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____

Donna Bean, Finance Director
City of Lenoir, North Carolina

by: _____

_____, Finance Director
Town of Blowing Rock, North Carolina

FY 2025 CAPER SUMMARY

The City of Lenoir receives both Community Development Block Grant (CDBG) Program and HOME Program funding from the U.S. Department of Housing and Urban Development (HUD). One requirement of HUD is the City must complete a Consolidated Annual Performance and Evaluation Report, better known to us as the CAPER. The purpose of the CAPER is to provide an overall evaluation of federally-funded activities and accomplishments to HUD and the community. The performance report is prepared to allow for public review and comment.

The City of Lenoir, North Carolina received \$984,230.65 in HOME Program funds from HUD in FY 2025. The City also received an additional \$445,772.68 in generated HOME Program Income. The City serves as the lead entity of a 28 local government Unifour HOME Consortium. The City, as Lead Entity of the HOME Consortium, has assisted 34 applicants become homebuyers through its homebuyer assistance program during this reporting period. The City funded 2 different Community Housing Development Organizations (CHDOs) which resulted in the construction of 4 new Habitat homes during this reporting period. The City also funded 2 Multi-Family Apartment Projects which created 126 rental apartment units.

The City of Lenoir, North Carolina received \$136,612 in CDBG funds. The City is in the process of using CDBG funding for public facilities improvements at the Old Lenoir High School Campus Complex which is located in low income census tracts.

ATTENTION RESIDENTS OF CITY OF LENOIR

Notice is hereby given that the City of Lenoir and the Unifour HOME Consortium will hold a public hearing to receive public input and comments concerning the proposed FY-2025 Consolidated Annual Performance and Evaluation Report. This report details the activities and expenditures of Community Development Block Grant and HOME funds during the period July 1, 2025 through June 30, 2026.

The public meeting will be Tuesday, September 15, 2026 at 6:00pm, before the Lenoir City Council in the City/County Chambers on the bottom floor of the Caldwell County Office building located at 905 West Avenue, Lenoir, NC.

There will be a 15-day minimum comment period beginning August 29, 2026 and ending September 15, 2026 to obtain citizen input before the report submittal to the US Dept. of HUD.

This meeting is open to the public. Any person with a disability needing special accommodations or non-English speaking persons needing translation services should contact the City of Lenoir at least 48 hours prior to the meeting. For copies of the report or for more information, contact Rick Oxford at the Western Piedmont Council of Governments at (828) 322-9191 extension 245, or 1-(800) 735-2962 TDD.

PUBLISH: August 29, 2026

Publish one time only on: August 29, 2026

Non-legal block ad needs to be in body of paper not classified section

Run one time only

Use HUD logos

AFFIDAVIT REQUIRED

Bill & Affidavit to: Rick Oxford
WPCOG for (City of Lenoir CAPER AD)
P. O. Box 9026
Hickory, NC 28603

Contact: Rick Oxford at (828) 514-9191 for additional information.

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8/29/26

