



AGENDA
CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, DECEMBER 7, 2021
6:00 P.M.



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Oath of Office: The Honorable Greg Cornett, Caldwell County Magistrate, will administer the Oath of Office to Jonathan T. Beal, Councilmember.
- C. Oath of Office: The Honorable District Court Judge Robert M. Brady, Retired, will administer the Oath of Office to James I. Perkins, Councilmember, David F. Stevens, Councilmember and Crystal "Crissy" D. Thomas, Councilmember.
- D. Election of Mayor Pro-Tempore: City Council will elect a Councilmember to serve a two-year term as Mayor Pro-Tempore.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

- A. A public hearing will be held for the second reading of an Ordinance amending Chapters 1, 2, 5, 9 and Appendix C of the Lenoir Code of Ordinances, to address updates prompted by recent legislative changes to the General Statutes. Staff recommends approval of the Ordinance as submitted.
- B. A public hearing will be held to consider approval of rezoning three (3) parcels located at 918 Creekway Drive NW from R-6 High Density Residential to B-2 (General Business), NCPIN#2840600405, 2840601686 and 2840602953, as submitted by Reverend Joshua Edwards on behalf of Lenoir First Wesleyan Church. This request also includes the Whistlepig Enterprises lot. Staff recommends approval based upon the Consistency Statement as listed on page six (6) of the Staff Report as follows:

The proposed zoning map amendment is consistent with the adopted Comprehensive Plan because it clarifies and streamlines the zoning design standards for an existing church and adjacent property, consistent with the policy concepts found in the plan. The proposed amendment is reasonable and in the public interest because it facilitates a church use as a "by right" development, making it a conforming use for its location. Rezoning of all the subject properties provides predictable form and design for the overall neighborhood.

- C. A public hearing will be held to consider adoption of an Ordinance Declaring the Conditions on Certain Real Property Owned by Michael S. Coffey and located at 1319 Jolly Place, Parcel-ID 09148-1-29 and NCPIN#2850083796 to be a danger to the public health, safety, morals and general welfare of inhabitants of the City and constituting a public nuisance, in accordance with Section 12-12(16) of the Lenoir Code of Ordinances and directing City Staff to abate the same.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, November 2, 2021 as submitted.
- B. Proposed Restroom Building Addition; LEOS: Consideration of a request from Yokefellow of Caldwell County to add a restroom building addition to the Lenoir Emergency Outreach Shelter (LEOS), which is owned by the City of Lenoir.
- C. Amendments; Municipal Records Retention: Staff recommends approval of the amendments as submitted by the North Carolina Department of Cultural Resources, Division of Archives and Records, amending the 2021 Program Records Schedule for Local Government Agencies as presented. The NC Department of Cultural Resources is updating their website to include the new schedule.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITYMANAGER

A. Items of Information

- 1. The annual Light Show began on the square on Saturday, November 27 and will end in January. Also, the theme for downtown shopping is “Shine on, Shop Small.”
- 2. The annual Luminary Display is scheduled for Friday, December 10 from 6:00 to 10:00 p.m. at Blue Ridge Memorial Park subject to state regulations. A rain date is scheduled for Friday, December 17.
- 3. Participating downtown merchants are hosting an “Elf on the Shelf” game from November 24 through December 24. Everyone that collects a total of 25 digital stamps from participating merchants will be eligible to be entered into a drawing for prizes. Visit www.downtownlenoirnc.com to download the app.
- 4. City offices will be closed on Thursday, December 23, Friday, December 24, and Monday, December 27 in observance of the Christmas holidays. City offices will also be closed on Friday, December 31 in observance of New Year’s day.
- 5. The annual curbside Christmas Tree pick up begins on Monday, January 3 and ends on Friday, January 7.

B. Items for Council Action

- 1. Bid Award; Crossroads Sewer Line Replacement Project: Bids were received on Tuesday, November 23 for the Crossroads Sewer Line Replacement Project. The low bid submitted by Carolina Grading and Utilities, Inc. in the amount of \$1,908,830.00 is lower than the estimated budget for this project. Staff recommends City Council approval of the resolution to tentatively award the project to Carolina Grading and Utilities, Inc. in the amount of \$1,908,830.00 subject to approval by the Division of Water Infrastructure to award the project and execute the construction contract. Due to the unknowns associated with other utilities in the construction area, Staff also recommends that the City establish a 10% construction contingency in the amount of \$190,800.00 as recommended.
- 2. Bid Award; LHS Renovations, Phase 2: Staff recommends City Council award the low bid of \$105,219.00 to Precision Contracting Company for the Lenoir High School (LHS) Auditorium Construction Renovation Project, Phase 2, as submitted.

3. Order of Abatement; 706 Ridgecrest Drive: Staff recommends City Council adopt an Order of Abatement for property located at 706 Ridgecrest Drive, Parcel-ID 0958-4-18A, NCPIN# 2850615325 and addressed as the following: 716-A Circle Drive, 716-B Circle Drive, 704 Ridgecrest Drive and 706 Ridgecrest Drive as submitted.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- A. Board Vacancy; Planning Board: Mayor Gibbons will announce there is a current vacancy on the Lenoir Planning Board due to a member's recent resignation.

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

- A. Closed Session: Pursuant to N.C.G.S. §143-318.11(a), (3), (4), City Council will enter into closed session to discuss economic development and attorney/client privilege.

X. ADJOURNMENT

CITY OF LENOIR, NORTH CAROLINA

OATH OF COUNCIL MEMBER

❧ JONATHAN T. BEAL ❧

I, *JONATHAN T. BEAL*, solemnly swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; and, that I will endeavor to support, maintain, and defend the Constitution of said state, not inconsistent with the Constitution of the United States.

I, *JONATHAN T. BEAL*, further swear that I will execute the duties of the office of COUNCIL MEMBER for the City of Lenoir, North Carolina, to the best of my ability and judgment, so help me, God.

JONATHAN T. BEAL

Sworn to and subscribed before me this 7th day of December, 2021.



Honorable Greg Cornett
Caldwell County Magistrate

CITY OF LENOIR, NORTH CAROLINA

OATH OF COUNCIL MEMBER

❧ *JAMES I. PERKINS* ❧

I, *JAMES I. PERKINS*, solemnly swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; and, that I will endeavor to support, maintain, and defend the Constitution of said state, not inconsistent with the Constitution of the United States.

I, *JAMES I. PERKINS*, further swear that I will execute the duties of the office of COUNCIL MEMBER for the City of Lenoir, North Carolina, to the best of my ability and judgment, so help me, God.

JAMES I. PERKINS

Sworn to and subscribed before me this 7TH day of December, 2021.



Honorable Robert M. Brady
Chief District Court Judge, Retired

CITY OF LENOIR, NORTH CAROLINA

OATH OF COUNCIL MEMBER

❧ *DAVID F. STEVENS* ❧

I, *DAVID F. STEVENS*, solemnly swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; and, that I will endeavor to support, maintain, and defend the Constitution of said state, not inconsistent with the Constitution of the United States.

I, *DAVID F. STEVENS*, further swear that I will execute the duties of the office of COUNCIL MEMBER for the City of Lenoir, North Carolina, to the best of my ability and judgment, so help me, God.

DAVID F. STEVENS

Sworn to and subscribed before me this 7TH day of December, 2021.



Honorable Robert M. Brady
Chief District Court Judge, Retired

CITY OF LENOIR, NORTH CAROLINA

OATH OF COUNCIL MEMBER

❧ *CRYSTAL D. THOMAS* ❧

I, *CRYSTAL D. THOMAS*, solemnly swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; and, that I will endeavor to support, maintain, and defend the Constitution of said state, not inconsistent with the Constitution of the United States.

I, *CRYSTAL D. THOMAS*, further swear that I will execute the duties of the office of COUNCIL MEMBER for the City of Lenoir, North Carolina, to the best of my ability and judgment, so help me, God.

CRYSTAL D. THOMAS

Sworn to and subscribed before me this 7TH day of December, 2021.



Honorable Robert M. Brady
Chief District Court Judge, Retired

CITY OF LENOIR
COUNCIL ACTION FORM
December 7, 2021

I. Agenda Item:

Public Hearing and second/final reading of an Ordinance amending Chapters 1, 2, 5, 9, 13 and APPENDIX C of the Lenoir Code of Ordinances, to address updates prompted by recent legislative changes to the General Statutes.

II. Background Information:

The attached ordinance makes necessary amendments to Lenoir's Code of Ordinances to address general good housekeeping/statutory compliance, and more specifically as follows:

Changes to Board Procedures/Rules:

Following the adoption of new rules for appointed boards as a part of the omnibus ordinance to address the changes required by the new statutes regulating development under NCGS Chapter 160D, staff conducted an audit of all of the boards created under the authority in Chapter 160D, and is recommending a handful of surgical code amendments to address discrepancies found between the general practice and adopted procedures of individual boards.

Changes prompted by SB 300, the Criminal Justice Reform Bill:

SB300 placed restrictions on local governments' previous broad authority to enforce local ordinances with criminal (misdemeanor) penalties under G.S. 14-4. Specifically, local governments may no longer impose criminal penalties on certain types of ordinances (see amended language in 160A-175(b1), attached), and cannot impose any criminal penalties unless the local ordinance specifically states the provision is subject to criminal penalties.

SB300 places an additional requirement that no ordinances that introduce "new" criminal penalties may be adopted on first reading. Three code sections in the attached ordinance trigger this requirement: language is proposed to retain the ability to charge criminal penalties for violating laws relating to discharging firearms (Sec. 13-6), fire bombs (Sec. 13-7), and the consumption of alcohol on city property (Sec. 13-9).

Other Good Housekeeping Changes:

SB300 decriminalizes ordinances that pertain to the regulation and licensing of businesses and trades adopted under the general authority of G.S.160A-194. Chapter 5 of the Lenoir Code of Ordinances contains most of the City's regulations on businesses and trades. However, many of these code sections contained outdated references to state statutes that have since been repealed, adopted criminal penalties pursuant to the general authority of G.S. 14-4 when more specific and relevant statutes apply, or otherwise contained problematic citations or regulations. Proposed amendments remove references to privilege licenses, update regulations related to pawnbrokers and precious metal dealers to reference Chapter 66, Article 45 instead of the old statutes in G.S. 91A, and delete problematic local regulations on practitioners of legitimate therapeutic massage, which are now regulated by a state licensing board. (To read the current regulations [use this link.](#))

III. Staff Recommendation:

Adoption of the attached ordinance.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director: *DW Wheelock*

Excerpt from SB300, as adopted:

"§ 160A-175. Enforcement of ordinances.

...
 (b) ~~Unless the Council shall otherwise provide,~~ Except for the types of ordinances listed in subsection (b1) of this section, violation of a city ordinance is may be a misdemeanor or infraction as provided by G.S. 14-4. G.S. 14-4 only if the city specifies such in the ordinance. An ordinance may provide by express statement that the maximum fine, term of imprisonment, or infraction penalty to be imposed for a violation is some amount of money or number of days less than the maximum imposed by G.S. 14-4. Notwithstanding G.S. 160A-75, no ordinance specifying a criminal penalty may be enacted at the meeting in which it is first introduced.

(b1) No ordinance of the following types may impose a criminal penalty:

- (1) Any ordinance adopted under Article 19 of this Chapter, Planning and Regulation of Development, or its successor, Chapter 160D of the General Statutes, except for those ordinances related to unsafe buildings.
- (2) Any ordinance adopted pursuant to G.S. 160A-193.1, Stream-clearing programs.
- (3) Any ordinance adopted pursuant to G.S. 160A-194, Regulating and licensing businesses, trades, etc.
- (4) Any ordinance adopted pursuant to G.S. 160A-199, Regulation of outdoor advertising or, its successor, G.S. 160D-912, Outdoor advertising.
- (5) Any ordinance adopted pursuant to G.S. 160A-201, Limitations on regulating solar collectors or, its successor, G.S. 160D-914, Solar collectors.
- (6) Any ordinance adopted pursuant to G.S. 160A-202, Limitations on regulating cisterns and rain barrels.
- (7) Any ordinance adopted pursuant to G.S. 160A-304, Regulation of taxis.
- (8) Any ordinance adopted pursuant to G.S. 160A-306, Building setback lines.
- (9) Any ordinance adopted pursuant to G.S. 160A-307, Curb cut regulations.
- (10) Any ordinance regulating trees.

...."

**AN ORDINANCE OF THE CITY COUNCIL OF LENOIR, NORTH
CAROLINA, AMENDING CHAPTERS 1, 2, 5, 9, 13 AND
APPENDIX C OF THE LENOIR CITY CODE RELATED TO
ADVISORY BOARDS, PRIVILEGE LICENSES, AND CIVIL AND
CRIMINAL PENALTIES, PROVIDING FOR SEVERABILITY,
CODIFICATION, AND AN EFFECTIVE DATE.**

Whereas, the state legislature recently adopted SB300, the Criminal Justice Reform bill, which goes into effect on December 1, 2021 and decriminalizes certain local ordinances related to development regulations, the regulation and licensing of businesses and trades, stream clearing programs, outdoor advertising, setbacks, curb cuts, and trees; and

Whereas, SB 300 also removed the presumption in 160A-175(b) that any violation of a local ordinance is a misdemeanor under G.S. 14-4, requiring instead that cities must specify by ordinance if a violation is punishable as a misdemeanor or infraction under G.S. 14-4; and

Whereas, Chapters 1, 9, and Appendix C of the Lenoir Code of Ordinances contain regulations that have been decriminalized under SB300, prompting the necessity to amend the ordinances to remove language related to criminal penalties; and

Whereas, Chapter 5 of the Lenoir Code of Ordinances, “Business Regulation, Licensing, and Taxation,” contains regulations pertaining to levying and collecting Privilege License Taxes (Article II) and the licensing of massage parlors (Article IV) that are inconsistent with state statutes, as they have been amended; and

Whereas, Chapter 5 contains provisions regulating Secondhand Precious Metals Dealers (Article V) and Pawnbrokers (Article VII), but doesn’t contain accurate references to the statutory authority granted by Chapter 66, Article 45 for the regulation of such businesses, when such a reference would clarify that these regulations are not decriminalized by SB300; and

Whereas, Chapter 13 of the Lenoir Code of Ordinances, “Offenses and Miscellaneous Provisions” contains prohibitions related to the discharge of firearms within the City Limits (Sec.13-6), Firebombs (Sec. 13-7) and Consumption of Alcoholic Beverages on City Property (Sec. 13-9), but does not specifically declare violations to constitute misdemeanors under G.S. 14-4 as is now required by the amendments to 160A-175(b) contained in SB 300; and

Whereas, the Lenoir Police Department has historically enforced the aforementioned local prohibitions through charging violators under G.S. 14-4, and although such charges are rare, the City Council finds it to be necessary to retain the ability to charge violators when warranted to ensure the public

health, safety, and general welfare and to protect the resident's rights to quiet enjoyment of their homes; and

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

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

SECTION 1. Chapter 1 of the Code of Ordinances, City of Lenoir, North Carolina, "General Provisions" is hereby is hereby amended to read as follows:

Sec. 1-15. - Civil and criminal penalties.

(g) Failure to abate a violation in the specified time period for abatement given pursuant to subsection (a) shall constitute a misdemeanor infraction pursuant to G.S. 14-4, except that no criminal penalties may be imposed under this subsection for violations of Chapter 9 "Flood Damage Prevention," Chapter 18, Article V "Driveways," Chapter 19, "Subdivisions," Appendix A: "Zoning," Appendix C: "Phase II Stormwater Ordinance," or any other ordinance specified in NCGS 160A-175(b1). This section is adopted pursuant to G.S. 160A-175(b).

SECTION 2. Chapter 2, Article V of the Code of Ordinances, City of Lenoir, North Carolina, "Boards, Commissions and Departments" is hereby is hereby amended to read as follows:

ARTICLE V. - BOARDS, COMMISSIONS AND DEPARTMENTS

DIVISION 1. - GENERALLY

Sec. 2-186. - Rules of procedure; minutes required.

- (a) Rules of procedure that are consistent with the provisions of G.S. 160D, article 3 may be adopted by the governing board for any or all boards created pursuant to the same. In the absence of action by the governing board, each board created under G.S. 160D, article 3 is authorized to adopt its

own rules of procedure that are consistent with the provisions of this article and G.S. 160D. A copy of any adopted rules of procedure shall be maintained by the city clerk, and posted to the city's website.

(b) Each board shall keep minutes of its proceedings.

Sec. 2-187. – Appointment Terms; Vacancies.

Unless otherwise specified by ordinance, all board terms start on July 1 of the first year of the term and end on June 30 of the last year of the term. Vacancies shall be filled for the remainder of the term. Initial board appointments should be for staggered terms, such that only a portion of the board is up for re-appointment/expiration in any given year.

Secs. ~~2-187~~188—2-195. - Reserved.

DIVISION 5. - RECREATION AND PARKS ADVISORY BOARD

Sec. 2-251. - Board established; composition.

There is established a recreation and parks advisory board for the city. It shall consist of not less than nine members, appointed by the ~~mayor and~~ city council. A maximum of two members may reside outside the city limits. One member shall be under the age of 19, except that if no qualified youth applicants are available to serve, Council may appoint an adult member to fill a youth member's seat, when necessary to achieve at least 9 members on the Board, and may appoint a youth member as an additional seat on the board at any time in accordance with Sec. 2-252, such that the intent of this Section is achieved. The director of parks and recreation and any members of the city council may serve on this board in an ex officio manner.

Sec. 2-252. - Terms of members; vacancies.

Members of the board shall be appointed for ~~staggered terms up to four~~ four-years terms; however the City Council may appoint certain members for less than four years to create staggered terms such that the board members' terms do not all expire at the same time. Vacancies occurring for reasons other than expiration of terms shall be filled as they occur for the period of the unexpired term. Additional members may be

added at any time throughout the year, for the remaining period of the term. Terms of office of initial appointees shall be staggered as designated by the advisory board upon original appointment.

Sec. 2-253. ~~— Officers~~Proceedings of the Board.

The board shall adopt rules of procedure in accordance with the provisions of this article and of NCGS Chapter 160D, Article III. The board shall elect a chairman and vice chairman. The director, or his designee, shall serve as secretary to the board. The term of the chairman and vice chairman shall be determined by the rules of procedure adopted by the board.

Sec. 2-254. - Meetings generally.

The board shall hold at least one monthly meeting, unless there is no business to come before the board, and all meetings shall be open to the public. Other meetings may be called by the board as necessary. The time and location of regular meetings shall be established by the board in the rules of procedure.

Sec. 2-255. - Attendance at meetings.

Faithful and prompt attendance at board meetings shall be considered a prerequisite for the maintenance of membership on the board, and the City Council may relieve board members with poor attendance of their duties. ~~; therefore, any board member absent for a period of three consecutive meetings, either on a regular or irregular scheduled basis, but not including special or called meetings, shall automatically be relieved of his duties as a board member. Such absence shall be reported to the city council for further action or replacement by the chairman of the board. The council, for justifiable absence such as jury duty, sickness, etc., may waive such dismissal.~~

DIVISION 6. - BOARD OF ADJUSTMENT

Sec. 2-271. - Establishment of a board of adjustment.

A board of adjustment is hereby established. Said board shall consist of six regular members and two alternate members. Five regular members shall be citizens of the City of Lenoir, appointed by the mayor, and approved by the city council. One regular member shall be a citizen of the City of Lenoir's extra-territorial planning jurisdiction (ETJ), nominated by the mayor and city council, and approved by the Caldwell County Board of Commissioners. Two alternate members shall be members of the City of Lenoir or its ETJ, and approved by the appropriate body of government. Regular and alternate members shall be appointed for three-year terms; however, the governing board may appoint certain members for less than

three years so that the terms of all members shall not expire at the same time. Each alternate member serving on behalf of any regular member has all the powers and duties of a regular member.

Preference for appointments to the Board of Adjustment shall be given to current and recent past members of the Planning Board, particularly those members who have demonstrated high levels of attendance, participation, and competency with quasi-judicial cases in their advisory role on the Planning Board. When a Planning Board member is appointed the Board of Adjustment, they are hereby deemed to be serving in an ex officio capacity. Ex officio members shall have all the same rights and privileges as regular board members, including contributing to the calculation of a quorum, voting, and participating.

SECTION 3. Chapter 5, Article II of the Code of Ordinances, City of Lenoir, North Carolina, “License Taxes” is hereby repealed and sections 5-26 through 5-40 are reserved for future codification.

SECTION 4. Chapter 5, Article IV of the Code of Ordinances, City of Lenoir, North Carolina, “Massage Parlors” is hereby repealed and sections 5-106 through 5-123 are reserved for future codification.

SECTION 5. Chapter 5, Article V of the Code of Ordinances, City of Lenoir, North Carolina, “Secondhand Precious Metals” is hereby amended to read as follows:

Sec. 5-143. - Records of transactions.

- ~~(a) Every secondhand precious metal business dealer shall maintain consecutively numbered records of each precious metals transaction, pursuant to the requirements of the Dealer’s Permit and G.S. 66-410. keep a tightly bound book, not looseleaf, with pages numbered in sequence, in which there shall be legibly written at the time of any transaction with a nonlicensee involving the purchasing of, trading for or acquiring of ownership of any secondhand article made, in whole or in part, of gold or silver or platinum, the following information:~~
- ~~(b) An account and description of each item, article, or thing purchased, traded for or taken in, including, if applicable, the manufacturer's name, the model, the model number, the serial number, and any engraved number, initials or marking;~~
- ~~(c) The date of the transaction;~~
- ~~(d) The name and residence of the person involved in the transaction with the secondhand precious metal business, along with the person's date of birth and general physical description, including hair color and approximate height and weight; and~~
- ~~(e) A notation whether the item, article, or thing is stored on the licensed premises or elsewhere.~~
- ~~(f) The book required by this section shall be a permanent record to be kept at all times on the premises of the secondhand precious metal business. Such book shall be made available, during regular business hours, to any law enforcement officer. The full and accurate filing with the police department of the records required under the provisions of this article by a licensee which~~

~~is also a licensed pawnbroker shall constitute compliance with the filing provision of G.S. 91A-7 for any transaction subject to the provisions thereof.~~
~~(g) Such book need not be kept longer than three years by the licensee.~~

Sec. 5-145. - Purchasing from juvenile.

No secondhand precious metal ~~business-dealer~~ or employee or agent thereof shall purchase from any juvenile under 18 years of age any ~~secondhand~~ article made, in whole or in part, of precious metal, gold or silver or platinum without the written consent of the juvenile's parent or guardian or presentation of proof of ownership.

Sec. 5-146. - Penalties. Violation of any provision of this article by any person shall constitute a Class 2 misdemeanor as provided in G.S. 66-413 and, upon conviction, a violator shall be punished by a fine or imprisonment in the discretion of the court. Each violation shall constitute a separate and distinct offense.

State Law reference— Similar provisions, G.S.~~44-4~~ 66-405 through 66-414.

Secs. 5-147—5-160. - Reserved.

DIVISION 2. — LICENSEDEALER'S PERMIT

Sec. 5-161. - Required.

No person shall operate a secondhand precious metal business unless such person shall have first applied for and received a privilege license dealer permit from the ~~city revenue collector~~ Chief of Police, or his or her designee, pursuant to G.S. 66-407. A separate ~~license permit~~ shall be required for each location, place or premises used for the conduct of a secondhand precious metal business, and each ~~license permit~~ shall designate the location, place or premises to which it applies. In addition, such business shall not be carried on or conducted in any other place than that designated in or by such license permit. For the purposes of this Division, any references to a license for a precious metal business is deemed to mean the same as the Dealer's Permit required by this section.

Sec. 5-162. - License Permit fee.

Pursuant to G.S. 66-407, the annual fee for a Dealer's Permit is one hundred eighty dollars (\$180) to provide for the administrative costs of the Lenoir Police Department, including the purchase of required forms and the cost of conducting the criminal history record check of the applicant.

~~(a) The fee for the license required by this article shall be as follows:~~

- ~~(1) First year \$ 100.00~~
- ~~(2) Each successive year 50.00~~

- (b) ~~This fee will include the issuance of the city-owned permanent record book and/or additional books when needed, which shall be turned into the police department when the precious metals business ceases.~~

Sec. 5-164. - Investigation of applicant.

Any person applying to the ~~revenue collector~~Lenoir Police Department for a ~~license to conduct the business of a secondhand precious metal dealer~~dealer's permit shall also ~~report to the police department and~~ must furnish his or full name and any other names used during the preceding 5 years, current address and all addresses used during the preceding 5 years, physical description, age, state driver's license number (if applicable), and ~~social security number to record of any felony convictions and record of other convictions during the preceding five years and any other information required by G.S.66-407 or by the Chief of Police in order to assist in an investigation of his or her criminal record and character.~~ In addition, the applicant will be photographed and fingerprinted in order to facilitate the investigation.

Sec. 5-165. - Denial or revocation.

- (a) No ~~license permit~~ shall be issued to any applicant if any of the persons required to be investigated under section 5-164 has been convicted of any felony or of a crime involving fraud, theft, or receiving or possession of stolen property in the five years immediately preceding the date of the license application.
- (b) The conviction of any person required to be investigated under section 5-164 for any felony or for any crime involving fraud, theft, or receiving or possessing stolen property or for any violation of this article shall constitute grounds for immediate revocation by the city council of the ~~privilege~~ license dealer's permit issued to such ~~secondhand precious metal businessperson~~.

Sec. 5-166. - Use of unlicensed premises.

No secondhand precious metal business shall make use of any property or premises, not included within the premises designated in or by the ~~license Dealer's Permit~~ required by this article, for the display of any secondhand article, made in whole or in part, of ~~gold or silver or platinum~~precious metals, or for the conduct of a secondhand precious metal business. This article does not prohibit the storage or safekeeping of any such secondhand article off of the licensed premises.

SECTION 5. Chapter 5, Article VII of the Code of Ordinances, City of Lenoir, North Carolina, "Pawnbrokers" is hereby amended to read as follows:

ARTICLE VII. – PAWNBROKERS [6]

Footnotes:

--- (6) ---

State Law reference—~~Limited city authority to adopt regulations concerning pawnbrokers, G.S. 91A-12~~
Similar provisions in G.S. 66-385 through 66-399.

Sec. 5-236. - Prohibitions.

A pawnbroker shall not:

- (1) Accept a pledge from a person under the age of 18 years;
- (2) Make any agreement requiring the personal liability of a pledgor in connection with a pawn transaction;
- (3) Accept any waiver, in writing or otherwise, of any right or protection accorded a pledgor under this article;
- (4) Fail to exercise reasonable care to protect pledged goods from loss or damage;
- (5) Fail to return pledged goods to a pledgor upon payment of the full amount due the pawnbroker on the pawn transaction. If such pledged goods are lost or damaged while in the possession of the pawnbroker, it shall be the responsibility of the pawnbroker to replace the lost or damaged goods with merchandise of like kind and equivalent value. If the pledgor and pawnbroker cannot agree as to replacement, the pawnbroker shall reimburse the pledgor in the amount of the value agreed upon pursuant to G.S. ~~91A-7(b)~~66-391(b);
- (6) Take any article in pawn, pledge or as security from any person, which article is known to such pawnbroker to be stolen, unless there is a written agreement with local or state police;
- (7) Sell, exchange, barter or remove from the pawnshop any goods pledged, pawned or purchased before the earlier of seven days after the date the pawn ticket record is electronically reported in accordance with G.S. 66-391(d) or 30 days after the transaction, earlier than 48 hours after the transaction, except in case of redemption by the pledgor or for items purchased for resale from wholesalers;
- (8) Operate more than one pawnshop under one license, and each shop must be at a permanent place of business; or
- (9) Take as pledged goods any manufactured home, recreational vehicle or motor vehicle, other than a motorcycle.

Sec. 5-237. - Penalties.

- (a) Pursuant to G.S. ~~91A-11~~ G.S. 66-396, every person, their guests or employees, who shall knowingly violate any of the provisions of this article shall, on conviction thereof, be deemed guilty of a misdemeanor and shall be fined a sum not to exceed \$500.00 for each offense, and at the discretion of the court, may be imprisoned for a period of time not to exceed six months. If the violation is by an owner or major stockholder or managing partner of the pawnshop, and the violation is knowingly committed by the owner, major stockholder or managing partner of the pawnshop, the license of the pawnshop may be suspended at the discretion of the court.
- (b) Subsection (a) of this section shall not apply to violations of section 5-236(6), which shall be prosecuted under the state criminal statutes.
- (c) In addition to the penalties set forth in subsections (a) and (b) of this section, violation of any of the provisions of this article shall also result in revocation of the license.
- (d) Any contract of pawn, the making or collecting of which violates any provisions of this article, except as a result of accidental or bona fide error of computation, shall be void, and the licensee

shall have no right to collect, receive or retain any interest or fee whatsoever with respect to such pawn.

DIVISION 2. - LICENSE

Sec. 5-251. - Required.

It is unlawful for any person to establish or conduct a business of pawnbroker unless such a person has procured a license to conduct business in compliance with the requirements of this article. ~~The license required by this article is in addition to the privilege license required in this chapter.~~ The application fee for the license required shall be as established by the ~~city's fees and charges manual~~ City Council.

Sec. 5-253. - Application.

Every person desiring to engage in the business of pawnbroker within the corporate limits of the city shall make application to the ~~collections division of the finance department~~ Lenoir Police Department for a license to conduct such business. Such application shall include the following:

Sec. 5-257. - Appeal procedure.

- (a) If, after reviewing an application for a pawnbroker's license, the ~~revenue collector~~ Police Chief determines that the applicant is not eligible, the ~~revenue collector~~ Police Chief shall give the applicant written notice that his or her application has been denied. The notice of denial shall specify the reason for the denial and shall give the applicant ten days in which he or she may respond to the notice. The notice shall be delivered in one of two ways:
 - (1) By personally delivering the letter to the applicant; or
 - (2) By mailing the letter by registered or certified mail, return receipt requested, to the address specified in the license application.
- (b) The applicant may, within ten days after the day on which notice is served, make a written request for a conference. The request shall specify the applicant's objections to the denial. If the applicant fails to request a conference within the time period specified, the denial shall become final.
- (c) If the applicant requests a conference, the conference shall be held within ten days of the date the request is received. If, after hearing the applicant's objections, the ~~revenue collector~~ Police Chief still finds the applicant to be ineligible for a pawnbroker's license, the denial shall become final.

- (d) At such time as there is a change in the condition on which the denial was based (e.g., if ten or more years have passed since the applicant's conviction of a felony), the applicant may submit a new application.

This appeal procedure shall also apply in case of revocation of a permit.

SECTION 6. Chapter 9 of the Code of Ordinances, City of Lenoir, North Carolina, "Flood Damage Prevention" is hereby amended to read as follows:

Sec. 9-28. - Penalties for violation.

~~Violation of the provisions of this chapter 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.~~ Any person who violates this chapter or fails to comply with any of its requirements shall be subject to civil penalties in accordance with Section 1-15 of the Lenoir Code of Ordinances. ~~shall, upon conviction thereof, be fined not more than \$50.00 or imprisoned for not more than 30 days, or both. Each day such violation continues shall be considered a separate offense.~~ Nothing herein contained shall prevent the City of Lenoir from taking such other lawful action as is necessary to prevent or remedy any violation.

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

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

(16) 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. ~~Violation of a stop work order constitutes a misdemeanor.~~

Sec. 9-48. - Corrective procedures.

(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. guilty of a misdemeanor and shall be punished at the discretion of the court.~~ A violation of this subsection is a civil violation and does not constitute a misdemeanor or infraction.

SECTION 7. Chapter 13 of the Code of Ordinances, City of Lenoir, North Carolina, “Offenses and Miscellaneous Provisions” is hereby amended to read as follows:

Sec. 13-6. - Firearms.

(a) Subject to subsections (b) and (c), no person may fire, discharge or shoot within the city any rifle, shotgun, handgun or other firearm, or similar contrivance, nor may any person brandish or display in a threatening manner any of the foregoing.

(b) Subsection (a) shall not apply to:

- (1) Law enforcement officers acting in the discharge of official duties;
- (2) Persons acting pursuant to the lawful direction of a law enforcement officer;
- (3) Persons using force in defense of themselves or others as set out in N.C. Gen. Stat. §§ 14-51.2 and 14-51.3; or
- (4) Persons engaged in otherwise lawful activity in legally established shooting galleries or ranges.

(c) (1) The use of firearms or other weapons within the city shall be lawful with a special firearms/weapons permit that has been issued by the chief of police or his/her designee for the purpose of disposing of certain destructive animals, fowls, snakes, or vermin, that are generally considered to be a menace to public health and that have become a nuisance upon a person's premises.

(2) A request for said special firearms/weapons permit must be submitted on a form provided by the city and signed by the applicant and shall contain a clear and concise description of the animal(s) to be disposed of; the place such animals are located; description of property damaged; and type of weapon and ammunition requested to be used. The request must also be accompanied, if applicable, by a Wildlife Depredation Permit issued by the North Carolina Wildlife Resources Commission.

(3) Such use of firearms or weapons must be done in accordance with the terms of the special firearms permit which shall specify on its face the date and time of issuance and expiration; the purpose(s), date(s), time(s), and place(s) for which such firing is authorized; and the type of weapon and ammunition authorized to be used.

(4) Applicants for a special firearms/weapons permit must disclose any history of criminal activity, drug/alcohol use, or domestic violence, and must submit to a background investigation to be conducted by the police department. Applicants must also possess a valid hunting license and/or hunter safety certificate issued by the North Carolina Wildlife Resources Commission.

(5) Nothing herein shall be construed to prohibit the chief of police or his/her designee from denying, revoking, or restricting such permit for the safety or well-being of the neighborhood or community.

(D) Any person found to be in violation of the requirements of this section shall be guilty of a misdemeanor, punishable as provided in G.S. 14-4.

State Law reference— Assaults with firearms, G.S. 14-34 et seq.; use of force in defense of person, G.S. 14-51.3; offenses against public peace, G.S. 14-269 et seq.; shooting at trains, G.S. 14-280; letting young child fire weapon, G.S. 14-316; authority to regulate firearms, G.S. 160A-189; wildlife taken for depredations, 15A NCAC 10B .0106.

Sec. 13-7. - Firebombs.

- (a) No person shall manufacture, possess, transport or use any molotov cocktail or other firebomb.
- (b) No person or group of persons shall possess all the items or materials needed to manufacture molotov cocktails or other firebombs, with intent to manufacture such, other than on his or their premises.
- (c) The provisions of this section shall be cumulative to any other ordinance or general statute of the state on this subject-
- (d) Any person found to be in violation of the requirements of this section shall be guilty of a misdemeanor, punishable as provided in G.S. 14-4.
- ~~(e)~~(e)

Sec. 13-9. - Consumption of alcoholic beverages on city property.

No consumption of alcohol on city property. No person shall consume alcoholic beverages, fortified or unfortified wine, or malt beverages, as defined in state statutes, or to offer the same for consumption by another person, on the premises of any property owned or occupied by the city except pursuant to a valid North Carolina alcoholic beverage control permit and upon approval of the city. Any person found to be in violation of the requirements of this section shall be guilty of a misdemeanor, punishable as provided in G.S. 14-4.

State Law reference— G.S. 18B-300(c), city may by ordinance regulate alcohol consumption on city property; unauthorized possession/use, G.S. 18B-301(f); G.S. 18B-102(a), possession or consumption of alcoholic beverages unlawful except as authorized by ABC law.

SECTION 8. Appendix C of the Code of Ordinances, City of Lenoir, North Carolina, “Phase II Stormwater Ordinance” is hereby amended to read as follows:

502 - REMEDIES AND PENALTIES

The remedies and penalties provided for violations of this ordinance, ~~whether civil or criminal~~, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order. A violation of this ordinance is a civil violation and does not constitute a misdemeanor or infraction.

(A) Remedies.

(B) Civil Penalties. Violation of this ordinance shall follow the procedure for notice of violation and civil penalty schedule outlined in Section 1-15 of the Lenoir City Code. If the violation of the ordinance causes the City of Lenoir to incur a penalty for violation of its Phase II Stormwater permit, civil penalties may be assessed up to the full amount of penalty to which City of Lenoir is subject.

~~(C) Criminal Penalties. Violation of this ordinance may be enforced as a misdemeanor subject to the maximum fine permissible under North Carolina law.~~

SECTION 8. SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 9. 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 10. 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 2nd day of November, 2021.

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, this _____ day of _____ and this _____ day of _____, 2021.

DONE, THE SECOND READING AND PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this _____ day of _____, 2021.

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

Mayor/Mayor Pro Tempore

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

City Clerk

***[Remainder of page intentionally left blank.]**

CITY OF LENOIR**COUNCIL ACTION FORM: December 7, 2021****I. Agenda Item:**

R2-21: Re-zoning three parcels on Creekway Drive (First Wesleyan Church)

II. Background Information:

The applicant is requesting to rezone the subject properties (918 Creekway Dr and adjacent) from R-6 (high density residential) to B-2 (general business), to allow for their existing church and future improvements to be permitted by right. This request includes the Whistlepig Enterprises lot indicated above. See attached staff report for the analysis and consistency statement supporting this request.

III. Staff and Planning Board Recommendation:

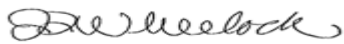
Approval of the re-zoning based on the following consistency statement:

The proposed zoning map amendment is consistent with the adopted Comprehensive Plan because it clarifies and streamlines the zoning design standards for an existing church and adjacent property, consistent with the policy concepts found in the plan. The proposed amendment is reasonable and in the public interest because facilitates a church use as a “by right” development, making it a conforming use for its location. Rezoning all of the subject properties provides predictable form and design for the overall neighborhood.

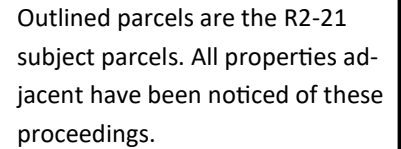
IV. Reviewed by:

City Attorney: _____

Finance Director: _____


Planning Director: _____

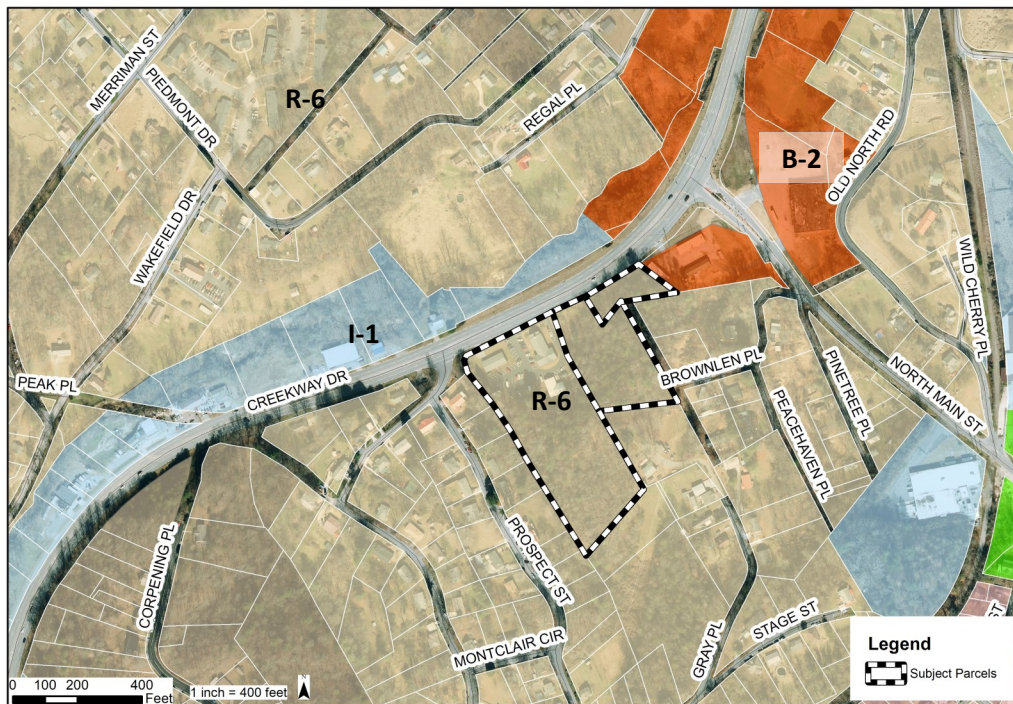
LOCATION MAP/AERIAL PHOTOGRAPH



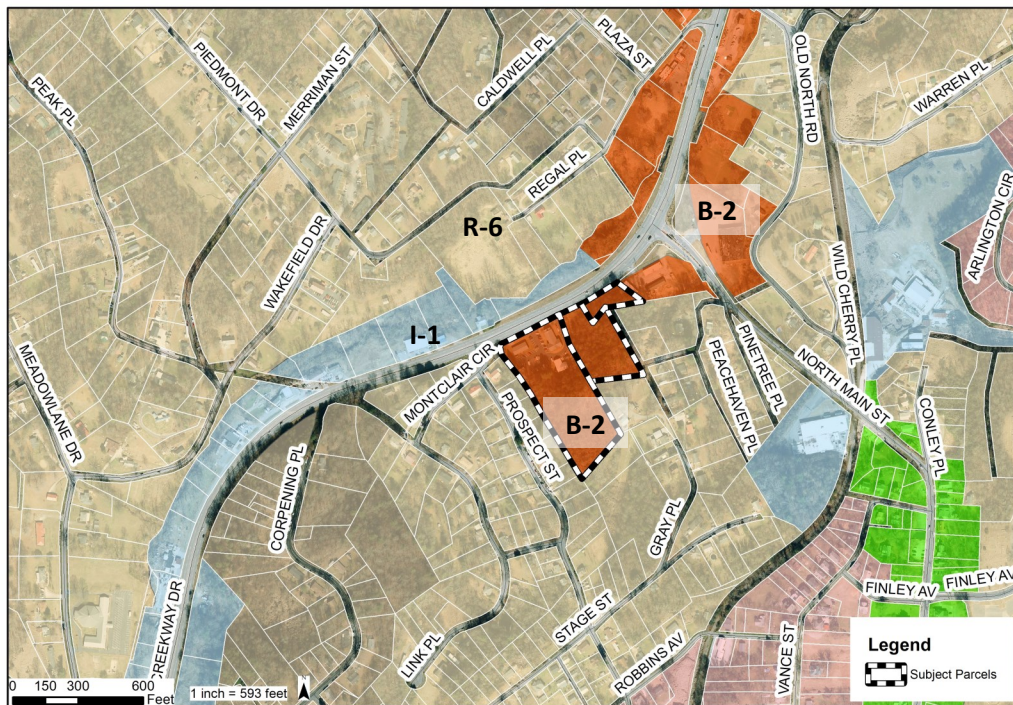
City Council (Public Hearing): Anticipated to be scheduled for December 7th, 2021.

EXISTING AND PROPOSED ZONING MAPS

Existing Zoning: R-6



Proposed Zoning (Staff Recommendation): B-2



AREA MAP



BACKGROUND AND STAFF ANALYSIS

Zoning Map Amendments

The City of Lenoir Zoning Ordinance establishes an official zoning map/atlas for the City of Lenoir. The zoning map may be amended from time to time by the City Council when public necessity, convenience, general welfare, or good zoning practice justifies the amendment. The zoning map cannot be changed until the Planning Board reviews the request and makes a report to City Council on the proposed change and the City Council holds a public hearing to consider the request.

Reason for Request

Lenoir First Wesleyan Church is seeking to rezone the church property to allow for their future improvements on the site to be permitted by right. The church is interested in updating signage and expanding the parking lot; however, staff does not have the ability to approve these improvements “by right” due to the residential zoning and legally non-conforming status of the development. The R-6 zoning district requires churches to obtain a Special Use Permit (SUP, formerly known as CUP) as a primary use, but the development standards of R-6 are still restrictive, given this location on a major arterial road. Rather than allow for an expansion through an SUP, the applicant is pursuing this zoning change.

The Whistlepig Property is included in this request because the lot is a parcel that links the church and the N Main Street intersection, also zoned B-2.

Intent of the Zoning Districts

The R - 6 (High Density Residential District) is intended to establish and preserve areas of land within the city for medium and high density residences, including single family, doublewide manufactured homes, duplexes, townhomes, multi-family developments, and other compatible uses at appropriate densities. Higher density multi-family developments are allowed as special uses. Any uses which would adversely affect or interfere with the residential character and development of these areas are excluded.

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

Subject and Surrounding Properties

Lenoir First Wesleyan Church is located at 918 Creekway Dr NW. One parcel (NCPIN 2840600405), which is 4.2 acres in size, is developed with a church sanctuary and fellowship hall building, a parsonage, and an office building. The church owns the adjacent parcel (NCPIN 2840601686, 1.8 acres), using it for auxiliary parking. Both of these parcels are zoned R-6, and back up to the West End Neighborhood, in the Montclair Circle area. The West End Neighborhood is a historic residential neighborhood of small homes on small lots, mostly zoned R-6 and R-9. Another subject parcel, owned by Whistle Pig Enterprises is also requesting to be rezoned to B-2 to match the development pattern of the nearby Whistle Pig development and intersection at N Main Street.

Lenoir First Wesleyan faces Creekway Drive. Creekway Drive is an arterial road that serves as a “by pass” around the commercial activity of US-321 in Lenoir. As often noted about the Creekway Drive, the corridor lacks a cohesive development strategy, resulting in a disjointed arrangement of mixed-density residential uses and small industrial uses. There are some vacant commercial buildings immediately around the church, along with some undeveloped tracts of land. The church sits close to the Creekway and North Main Street intersection, the northern corridor into Lenoir’s downtown district. This intersection is zoned B-2—with various business uses on the Whistlepig Property, as well as the home of the Highway to Hedges ministry.

The Whistlepig subject parcel, which abuts the First Wesleyan property, is narrow and undeveloped, but is adjacent to the rest of

STAFF ANALYSIS CONTINUED

the Whistle Pig development at the intersection with N Main Street.

Zoning Analysis

Under the current zoning district R-6, this church would be required to get an SUP build at this site. However, no SUPs are on the record for this church, most likely because it has been at this site longer than Lenoir's zoning ordinance has been in effect (Lenoir's zoning ordinance became effective in 1979). Churches are one of the most diverse land uses in terms of impact to adjacent properties. Mid-size churches that own their own building are often ideal uses for the edges of residential neighborhoods, acting as transition zones to more intense areas. The code requires SUPs for churches in residential areas, because not all residential sites are appropriate for this use. Staff would support an SUP at this location, with access from Creekway and buffering to the neighborhood. A 15' wide bufferyard is required between institutional uses and residential zones, according to Sec. 712.3 of the zoning ordinance. This is a current requirement for the church property, and would continue to be a requirement regardless of zoning changes.

Churches that own their own buildings generally have a high degree of permanence as a land use, so the zoning change would not directly change the feel of the area. The rezoning would offer the church conforming status as a "by right" development. This means their future upgrades would be reviewed by staff for code compliance—as opposed to changing the SUP conditions in a public process.

The Whistle Pig subject parcel serves as a connection between the two B-2 zoning districts along this corridor. Rezoning this connection to B-2 would offer continuity in zoning standards, should it ever develop.

Overall, the rezoning request is an opportunity to "clean up" one area of the mismatched uses and zoning districts along Creekway Drive, and streamlines the church's redevelopment options.

Consistency with the Comprehensive Plan

All decisions of the Planning Board and City Council should be based on consistency of the proposal with the comprehensive plan and any other officially adopted plan that is applicable. The comprehensive plan's future land use map identifies this property and surrounding area as "existing high density residential," and does not propose a different use. The comprehensive plan does offer several policies and strategies for institutional and commercial developments that encourages adopting straight-forward zoning standards that are easy to understand, and emphasizes good design standards—with regards to streetscaping, parking lots, signage, and architectural features. Rezoning this property to General Business would enable staff to review improvements made to this church property for compliance with the adopted design standards, without the lengthy process to amend an SUP. Staff finds the proposed rezoning to be consistent with the goals and policy concepts of the Comprehensive Plan.

Comparison of Allowable Uses

Sec. 600 of the Lenoir Zoning Ordinance establishes a chart of permitted and special uses for each zoning district. The R-6 zoning district allows for high density single-family residences, doublewide manufactured homes, and other compatible land uses. The B-2 zoning district allows for many residential, commercial, and institutional uses. Staff does not anticipate the land use changing, but hypothetically, this site's arterial frontage would support the range of uses permitted under B-2.

Comparison of Zoning Districts

	R-6	B-2
Development Standards	Min Lot Size— 6,000 ft ² Setbacks Front: 35' Side Yard: 10' Abutting side Street: 25' Minimum Rear Yard: 25'	Min Lot Size - 0 Setbacks Front: 10' Side Yard: 0' Abutting side Street: 0' Minimum Rear Yard: 20' abutting residential, 0' otherwise
Summary of Permitted Uses	Accessory Cottage or Apartment Attached Dwellings Bungalow Court Dwelling, Single/Two-Family/Group Doublewide manufactured home Garden Apartments **For conditional uses see Section 600, Table A in Lenoir Zoning Ordinance**	Accessory Cottage or Apartment Adult Business/Adult Gaming Establishment Attached Dwellings Billiards Community Facilities such as Churches Day Care Centers Dwelling, Single/Two-Family/Multi-family/Group Eating and Drinking (with or w/o drive through) Manufacturing & Processing (Artisan & Light) Office/Clinics Public Service Facility Personal Storage Retail (Light & Intensive) Services (Automotive, Major Vehicle, Business & Personal) Indoor Shooting Range Veterinarian Warehousing

STAFF RECOMMENDATION AND CONSISTENCY STATEMENT

Staff recommends that the Planning Board recommend approval of the request, based on the following consistency statement, and call for a Public Hearing for City Council to consider the request on December 7, 2021:

The proposed zoning map amendment is consistent with the adopted Comprehensive Plan because it clarifies and streamlines the zoning design standards for an existing church and adjacent property, consistent with the policy concepts found in the plan. The proposed amendment is reasonable and in the public interest because facilitates a church use as a “by right” development, making it a conforming use for its location. Rezoning all of the subject properties provides predictable form and design for the overall neighborhood.

PLANNING BOARD RECOMMENDATION

The Planning Board recommend approval of the request, based on the adopted consistency statement, and call for a Public Hearing for City Council to consider the request on December 7, 2021.

SUBJECT PROPERTY: CREEKWAY DRIVE



Auxiliary parking lot (to the left of main building), and Whistle Pig Parcel (wooded area behind fence)



First Wesleyan Sanctuary facing Creekway



Office building and rear of property (behind sanctuary)



Parsonage (to the right of sanctuary)

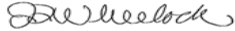


Creekway frontage



Rear of parsonage, and buffer near Montclair Cir. houses

CITY OF LENOIR
COUNCIL ACTION FORM

- I. **Agenda Item:** Ordinance declaring conditions at 1319 Jolly Place to be a public nuisance under Sec. 12-12(16), and ordering staff to abate the same.
- II. **Background Information:** Multiple violations of the City's code of ordinances are chronically present on the subject property, largely due to individuals residing on the property without a dwelling unit or sanitary facilities present. While technically there is no dwelling to apply the minimum housing code to on this property, there are structures and vehicles being used for human habitation and as such, staff followed the more restrictive noticing and hearing requirements for minimum housing violations. The attached ordinance would declare all of the conditions to together constitute a public nuisance, and will allow staff to more efficiently abate all of the violations under a single, clear directive from the Council.
- III. **Staff Recommendation:** Recommend adoption of the attached ordinance.
- IV. **Reviewed by:**
- City Attorney: _____
- Finance Director: _____
- Planning Director:  _____

AN ORDINANCE DECLARING THE CONDITIONS ON CERTAIN REAL PROPERTY OWNED BY MICHAEL S. COFFEY AND LOCATED AT 1319 JOLLY PLACE IN LENOIR, NC TO BE A DANGER TO THE PUBLIC HEALTH, SAFETY, MORALS AND GENERAL WELFARE OF INHABITANTS OF THE CITY AND CONSTITUTING A PUBLIC NUISANCE, IN ACCORDANCE WITH SECTION 12-12(16) OF THE LENOIR CODE OF ORDINANCES, AND DIRECTING CITY STAFF TO ABATE THE SAME.

WHEREAS, the property located at 1319 Jolly Place has been the subject of numerous complaints, criminal activity, and nuisance code violations for many years, and

WHEREAS, a concentration of trash and debris is littering the property, creating hazardous conditions and breeding ground for pests, in violation of the City's public nuisance laws (see Sec. 12-12(a)(7); Sec. 12-12(a)(8); Sec. 12-12(a)(12) of the Lenoir City Code), and

WHEREAS, there exists vehicles meeting the definition of "junked or abandoned" on the property, including an RV, that are not tagged or operable, and

WHEREAS, the property is being used as a place of residence, but there is no dwelling on the property that complies with, or that could be improved to comply with, the City's minimum housing standards – a dilapidated shed and junked motor vehicles provide the only shelter on the property, and sanitary facilities are not present, and

WHEREAS, the conditions violate multiple ordinances, with different provisions for notice, enforcement, and abatement, and staff has followed the most restrictive provisions under each individual citation, and now seeks this declaration of the property as a whole to in and of itself constitute a public nuisance, in order to abate the violations in a comprehensive and effective way, and

WHEREAS, the City notified the owner of the violations on October 6, 2021, citing violations of Chapter 10 (housing) and Chapter 12 (nuisances and junked vehicles). A hearing was held via telephone on October 8, 2021 where the violations were discussed with the owner, and a final order to abate was sent on October 21, 2021 ordering all violations be abated within 30 days, and

WHEREAS, the owner of this dwelling, **Michael S Coffey**, has failed to comply with the order within the time specified, and staff now seeks to abate the violations, and add the costs incurred as³³a lien on the subject property the same as a tax lien, as provided for in the Lenoir Code of Ordinances; and

WHEREAS, the owner was notified of staff's intent to send this ordinance to the City Council for a public hearing, in accordance with Section 12-12(16), via certified mail on November 29, 2021.

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

Section 1. The conditions existing at **1319 Jolly Place, Lenoir, NC, 28645**, further identified by Caldwell County Parcel-ID number Parcel-ID 09148 1 29 and NCPIN number 2850083796 as of December 7, 2021 are hereby found and declared to be a danger to the public health, safety, morals and general welfare of inhabitants of the City and a public nuisance, in accordance with section 12-12(16) of the Lenoir Code of Ordinances.

Section 2. The Minimum Housing Inspector is hereby authorized and directed to place a placard on the dilapidated accessory structure with the following words:

"This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful."

It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall be likewise unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

Section 3. Code enforcement staff is hereby authorized and directed to remove, demolish, tow, or otherwise abate the nuisance conditions declared herein, and more specifically as follows:

1. Vacate and demolish the accessory structure.
2. Vacate and remove all Temporary housing – including any tarps, tents, vehicles, and anything else being used for temporary shelter.
3. Remove all household waste, trash, debris, building material, etc. from the property.
4. Cause to be towed any vehicle that fails to display a current license plate, is partially dismantled or wrecked, or is incapable of self-propulsion or of being moved in the manner for which it was originally intended.

Section 4. The City's cost to abate the violations shall be a tax lien on the real property.

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

Adopted this the 7th day of December 2021.

JOSEPH L. GIBBONS
MAYOR

ATTEST:

SHIRLEY M. CANNON
CITY CLERK

APPROVED AS TO FORM:

TIMOTHY J. ROHR
CITY ATTORNEY

CITY MANAGER
SCOTT E. HILDEBRAN



CITY OF LENOIR
NORTH CAROLINA

MAYOR
Joseph L. Gibbons

CITY COUNCIL
J.T. BEAL
T.H. PERDUE
J.I. PERKINS
T.J. ROHR
D.F. STEVENS
C.D. THOMAS
B.K. WILLIS

October 6, 2021

Michael S Coffey
2030 Harper Ave Room F-160
Lenoir, NC 28645

Certified Mail: 7019 2970 0001 7097 2689

Notice of Violation Public Nuisance/Minimum Housing

To: **Michael S Coffey**, the owner(s) of property located at **1319 Jolly Pl** (PIN:2850093796) in the City of Lenoir, North Carolina.

City of Lenoir Code of Ordinances: Chapter 12, Article II. Public Nuisances (Sec. 12-12)
City of Lenoir Code of Ordinances: Chapter 12, Article III. Abandoned and Junked Motor Vehicles (Sec. 12-29)
City of Lenoir Code of Ordinances: Chapter 10, Housing (Sec. 10-1; 10-56)

This letter is written notice that the City of Lenoir has found the condition of your property to be a detriment, danger, and hazard to health, safety, morals, and general welfare of the inhabitants of the City and that the property is unsightly, unattractive, and contributes measurably to the visual blight within the City. Additionally, unsafe and substandard structures and/or abandoned/junk vehicles are being used for human habitation in violation of the City of Lenoir Minimum Housing ordinance.

You are hereby given notice that the following violations exist on your property and must be abated:

1. **Unsafe structure** – the accessory structure (shed) on the property is allegedly being used as a dwelling. The structure is unfit for human habitation and the condition constitutes a danger to the public health, safety, morals, and general welfare of City inhabitants. The structure must be vacated and demolished. [Sec. 12-12(a)(10); Sec. 12-12(a)(15); Sec. 10-56]
2. **Temporary housing** – tents, travel trailers, recreational vehicles, and similar vehicles/structures are not considered to be dwellings under the Lenoir Code of



Ordinances. A legal dwelling unit does not exist on the subject property. Anyone currently living on the property must vacate the property, and anything currently being used for temporary shelter must be removed. [Sec. 10-1]

3. **Trash and Debris** – All trash, debris, building material, etc. must be removed from the property. [Sec. 12-12(a)(7); Sec. 12-12(a)(8); Sec. 12-12(a)(12)]
4. **Abandoned/Junked Vehicles** – Any vehicle that fails to display a current license plate, is partially dismantled or wrecked, or is incapable of self-propulsion or of being moved in the manner for which it was originally intended must be removed from the property. [Sec. 12-28; Sec. 12-29; Sec. 12-31]

An on-site hearing is required within 10 days of receipt of this notice. Please contact the Housing Inspector to establish a time and date for this hearing, within the specified timeframe.

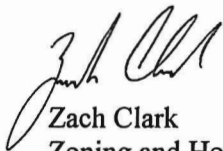
Following the on-site hearing, you will receive an **Order to Abate**, which will specify the time frames and manner in which the violations on the site must be addressed. Failure to comply with the Order to Abate could result in the City of Lenoir adopting an ordinance declaring the conditions on your property as a public nuisance under 12-12(a)(15), and ordering the violations to be abated by City Staff. The cost of any city abatement may be added as lien on the property.

Failure to abate the violations may also result in civil penalties, following the schedule below, where each the day the property remains in violation is considered a separate offense:

First Penalty	Second Penalty	Third Penalty	Fourth Penalty	Fifth Penalty	Sixth Penalty	Seventh Penalty	Eighth Penalty	Ninth Penalty	Tenth Penalty
\$50.00	\$50.00	\$50.00	\$100.00	\$100.00	\$100.00	\$250.00	\$250.00	\$250.00	\$250.00

* If violations continue to exist past the tenth penalty, subsequent penalties shall be \$500.00 each.

Sincerely,



Zach Clark
Zoning and Housing Inspector
City of Lenoir Planning Department
Office: 828.757.2212
Cell: 828.394.9552

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Michael S Coffey
2030 Harper Ave Room F-160
Lenoir, NC 28645



9590 9402 4382 8190 2373 71

2. Article Number (Transfer from service label)

7019 2970 0001 7097 2689

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *S W N*

☐ Agent
☐ Addressee

B. Received by (Printed Name)

S W N

C. Date of Delivery

10-9-21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

mail
mail Restricted Delivery
J0)

Domestic Return Receipt ;

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

\$

Total Postage and

\$

Sent To

Street and Apt. N

City, State, ZIP+4

Michael S Coffey
2030 Harper Ave Room F-160
Lenoir, NC 28645

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7019 2970 0001 7097 2689

CITY MANAGER
SCOTT E. HILDEBRAN



CITY OF LENOIR
NORTH CAROLINA

MAYOR
Joseph L. Gibbons

CITY COUNCIL
J.T. BEAL
T.H. PERDUE
J.I. PERKINS
T.J. ROHR
D.F. STEVENS
C.D. THOMAS
B.K. WILLIS

October 21, 2021

Michael S Coffey
2030 Harper Ave Room F-160
Lenoir, NC 28645

Certified Mail: 7019 2970 0001 7097 2290

Order to Abate Public Nuisance/Minimum Housing

To: **Michael S Coffey**, the owner(s) of property located at **1319 Jolly Pl** (PIN:2850093796) in the City of Lenoir, North Carolina.

City of Lenoir Code of Ordinances: Chapter 12, Article II. Public Nuisances (Sec. 12-12)

City of Lenoir Code of Ordinances: Chapter 12, Article III. Abandoned and Junked Motor Vehicles (Sec. 12-29)

City of Lenoir Code of Ordinances: Chapter 10, Housing (Sec. 10-1; 10-56)

This letter is written notice that the City of Lenoir has found the condition of your property to be a detriment, danger, and hazard to health, safety, morals, and general welfare of the inhabitants of the City and that the property is unsightly, unattractive, and contributes measurably to the visual blight within the City. Additionally, unsafe and substandard structures and/or abandoned/junk vehicles are being used for human habitation in violation of the City of Lenoir Minimum Housing ordinance.

You are hereby given notice that the following violations exist on your property and must be abated:

1. **Unsafe structure** – the accessory structure (shed) on the property is allegedly being used as a dwelling. The structure is unfit for human habitation and the condition constitutes a danger to the public health, safety, morals, and general welfare of City inhabitants. The structure must be vacated and demolished. [Sec. 12-12(a)(10); Sec. 12-12(a)(15); Sec. 10-56]
2. **Temporary housing** – tents, travel trailers, recreational vehicles, and similar vehicles/structures are not considered to be dwellings under the Lenoir Code of



Ordinances. A legal dwelling unit does not exist on the subject property. Anyone currently living on the property must vacate the property, and anything currently being used for temporary shelter must be removed. [Sec. 10-1]

3. **Trash and Debris** – All trash, debris, building material, etc. must be removed from the property. [Sec. 12-12(a)(7); Sec. 12-12(a)(8); Sec. 12-12(a)(12)]
4. **Abandoned/Junked Vehicles** – Any vehicle that fails to display a current license plate, is partially dismantled or wrecked, or is incapable of self-propulsion or of being moved in the manner for which it was originally intended must be removed from the property. [Sec. 12-28; Sec. 12-29; Sec. 12-31]

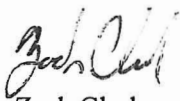
This is the final notice for the property listed above. This property is in violation of the City of Lenoir Code of Ordinances. All violations listed above must be abated as instructed within **30 days** of receiving this notice. Failure to comply with the Order to Abate could result in the City of Lenoir adopting an ordinance declaring the conditions on your property as a public nuisance under 12-12(a)(15), and ordering the violations to be abated by City Staff. The cost of any city abatement may be added as a lien on the property.

Failure to abate the violations by **Wednesday, November 24, 2021**, will result in actions including, but not limited to, civil penalties, postings, and city abatement. If you have any questions concerning the violations or the abatement process, please contact me.

First Penalty	Second Penalty	Third Penalty	Fourth Penalty	Fifth Penalty	Sixth Penalty	Seventh Penalty	Eighth Penalty	Ninth Penalty	Tenth Penalty
\$50.00	\$50.00	\$50.00	\$100.00	\$100.00	\$100.00	\$250.00	\$250.00	\$250.00	\$250.00

* If violations continue to exist past the tenth penalty, subsequent penalties shall be \$500.00 each.

Sincerely,



Zach Clark
Zoning and Housing Inspector
City of Lenoir Planning Department
Office: 828.757.2212
Cell: 828.394.9552

7019 2970 0001 7047 2290

U.S. Postal Service TM CERTIFIED MAIL [®] RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com [®] .	
OFFICIAL USE	
Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	
\$	
Total Postage a	
\$	
Sent To	Michael S Coffey
Street and Apt.	2030 Harper Ave Room F-160
City, State, ZIP	Lenoir, NC 28645
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

10-21-21
Postmark
Here

CITY MANAGER
SCOTT E. HILDEBRAN



CITY OF LENOIR
NORTH CAROLINA

MAYOR
Joseph L. Gibbons

CITY COUNCIL
J.T. BEAL
T.H. PERDUE
J.I. PERKINS
T.J. ROHR
D.F. STEVENS
C.D. THOMAS
B.K. WILLIS

November 29, 2021

Michael S Coffey
2030 Harper Ave Room F-160
Lenoir, NC 28645

Certified Mail: 7019 1640 0001 3421 5055

RE: Public Hearing Notice
1319 Jolly Pl
Lenoir, NC 28645

City of Lenoir Code of Ordinances: Sec. 12-12 Nuisances Declared

Michael S Coffey,

This notice has been sent to inform you that the Lenoir City Council has called for a public hearing in reference to the nuisance violation at the property listed above. The public hearing will be held to adopt an ordinance declaring the property located at 1319 Jolly Pl (NC PIN 2850093796), as a danger to the public health, safety, morals, and general welfare of inhabitants of the City and a nuisance by the City Council, in accordance with Sec. 12-12(15) of the Lenoir City Code. The hearing will take place at the December 7, 2021, City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir at 6 pm.

Sincerely,

Zach Clark
Zoning and Housing Inspector
City of Lenoir Planning Department
(828) 757-2212

7019 1640 0001 3421 5055

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
 \$ _____

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$ _____
☐ Return Receipt (electronic)	\$ _____
☐ Certified Mail Restricted Delivery	\$ _____
☐ Adult Signature Required	\$ _____
☐ Adult Signature Restricted Delivery	\$ _____

Postage
 \$ _____

Total Postage
 \$ _____

Sent To
 Street and
 City, State, .

Michael S Coffey
 2030 Harper Ave Room F-160
 Lenoir, NC 28645

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

11-29-21



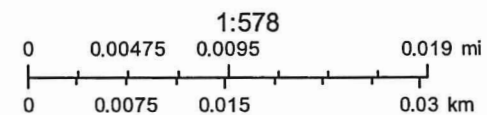
This map is NOT of land survey quality and is NOT suitable for such use.

Owner COFFEY MICHAEL S
1301 JOLLY PL
LENOIR, NC 28645

Acct Number 156385
Parcel ID 09148 1 29
NCPIN 2850083796

Deferred Val \$
Assessed Val \$5,200
Calc Acreage 0.91
Land Units 0.9 (AC)
Legal Desc BK 1863 PG 1177 YR 2015 ST 3.00
Plat Ref /
Property Addr 1319 JOLLY PL

Caldwell County



December 1, 2021





**LENOIR CITY COUNCIL
TUESDAY, NOVEMBER 2, 2021
5:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Mayor Pro-Tem Crissy Thomas, Jonathan Beal, Todd Perdue, Ike Perkins, Ralph Prestwood, David Stevens and Ben Willis. City Attorney T. J. Rohr, City Manager Scott Hildebran, City Clerk Shirley Cannon and Communications Director Joshua Harris were also present.

ZOOM: Fire Chief Ken Hair, Police Captain Andy Wilson, Recreation Director Kenny Story, Economic Development Director Kaylynn Horn, Finance Director Donna Bean, Planning Director Jenny Wheelock, Public Works Director Jared Wright and Public Utilities Director Radford Thomas participated via Zoom.

I. CALL TO ORDER

A. The meeting was opened by a moment of silence followed by the Pledge of Allegiance as led by Mayor Gibbons.

CONDOLENCES; STEVENS

FAMILY: B. On behalf of City Council, Mayor Gibbons asked everyone to keep the family of Mrs. Allene Broyhill Stevens who passed away recently in their thoughts and prayers. Mrs. Stevens and her family have served the community well.

**CONDOLENCES; STEVENSON
& HARPER FAMILIES:**

C. On behalf of City Council, Mayor Gibbons extended condolences to the Stevenson and Harper families and asked everyone to keep the families of these victims of the tragic shooting that occurred on Monday in their thoughts and prayers. Mayor Gibbons also asked everyone to remember the infant child that was wounded during this incident in their thoughts and prayers as he continues to recover at the Charlotte Medical Center (CMC).

Mayor Gibbons also asked everyone to keep the staff of the Emergency Medical Services (EMS), first responders, City of Lenoir firefighters and police officers that responded to the call as well in their thoughts and prayers during this difficult time.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, October 19, 2021 as submitted.
- B. Minutes: Approval of the closed session minutes of the City Council meeting of Tuesday, October 19, 2021 as reviewed by the City Attorney, City Manager and City Council.
- C. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, October 26 as submitted.

Upon a motion by Councilmember Stevens, Council voted 7 to 0 to approve the above listed items on the Consent Agenda as recommended and as

presented by City Manager Hildebran.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

ANNUAL FALL LEAF PICKUP:

1. The City of Lenoir's annual fall leaf pickup service began on Monday, November 1 and ends on Monday, January 31, 2022.

CITY/COUNTY SERVICES COMMITTEE:

2. The City/County Services Committee will meet on Monday, November 8 at noon.

EDC:

3. The Caldwell County Economic Development Commission will meet on Tuesday, November 9 at 8:00 a.m.

NATIONAL LEAGUE OF CITIES; VIRTUAL CITY SUMMIT:

4. The National League of Cities (NLC) virtual City Summit begins on Monday, November 18 and ends on Friday, November 19. Participating in this virtual conference is Mayor Joe Gibbons, Councilmember Ben Willis, City Attorney T.J. Rohr, and City Manager Scott Hildebran.

HOLIDAY CLOSINGS:

5. City offices will be closed on Thursday, November 11 in observance of Veterans Day. City offices will also be closed on Thursday, November 25 and Friday, November 26 in observance of Thanksgiving.

VETERANS DAY CEREMONY:

6. American Legion Post 29 will host a Veterans Day Service on Thursday, November 11 at 11:00 a.m. at the stage area on the square.

LENOIR BUSINESS ADVISORY BOARD:

7. The Lenoir Business Advisory Board will conduct a virtual meeting on Thursday, November 11 at 6:00 p.m.

PLANNING BOARD:

8. The Planning Board will meet in person on Monday, October 25 at 5:30 p.m. at the City/County Chambers.

ANNUAL TURKEY TUESDAY:

9. The 7th Annual Drive-By Community Turkey Tuesday will be held on Tuesday, November 23 beginning at 5:00 p.m. at the Martin Luther King, Jr. (MLK) Center located at 313 Greenhaven Drive to assist families in need. The event is hosted by Councilmembers Ike Perkins and Crissy Thomas.

ANNUAL CHRISTMAS

PARADE: 10. The City of Lenoir's annual Christmas parade will be held on Friday, December 3 beginning at 6:30 p.m. in the downtown area.

B. ITEMS FOR COUNCIL ACTION

SB300 ORDINANCE AMENDMENTS;

FIRST READING:

1. Planning Director Jenny Wheelock gave a presentation regarding an ordinance amending Chapters 1, 2, 5, 9, 13 and Appendix C of the Lenoir Code of Ordinances, which addresses updates prompted by Senate Bill 300 (SB300). These amendments made legislative changes to the General Statutes which become effective December 1, 2021.

A copy of the presentation is hereby incorporated into these minutes by reference. (Refer to pages 340-349.)

The proposed amendments decriminalize certain kinds of ordinances state-wide and amends North Carolina General Statute 14-4 which pertains to violation of local ordinances.

Staff also recommends Council call for a public hearing to be held on Tuesday, December 7 for the second reading of the Ordinance. Staff will recommend approval of the Ordinance following the second reading.

Upon a motion by Councilmember Perdue, Council voted 7 to 0 to approve the first reading of the Ordinance and to schedule a public hearing to be held on Tuesday, December 7 for the purpose of the second reading of the Ordinance. Staff will recommend approval of the Ordinance following the second reading.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

BOARD ANNOUNCEMENT; LENOIR HOUSING AUTHORITY:

- A. On behalf of City Council, Mayor Gibbons presented Ben Boaz for re-appointment to serve a three-year term on the Lenoir Housing Authority. This re-appointment was announced at the October 19 City Council meeting.

Upon a motion by Councilmember Willis, City Council voted 7 to 0 to re-appoint Ben Boaz to serve a three-year term on the Lenoir Housing Authority as recommended by Mayor Gibbons.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

- A. There being no further business, the meeting was adjourned at 5:28 p.m.

City of Lenoir SB300 changes; “Good Housekeeping” 2021

November 2021

Technical Ordinance

- ▶ Changes prompted by recently adopted Criminal Justice Reform measures (SB 300) by the state legislator.
 - ▶ Effective December 1, 2021
- ▶ Clean-up outdated statutory references; local code provisions no longer authorized (privilege licenses, massage parlors, pawn brokers and precious metals dealers).
- ▶ Minor amendments related to appointed boards (lingering 160D follow-up changes)

SB 300

- ▶ Decriminalized certain kinds of ordinances state-wide
- ▶ Amended G.S. 14-4
- ▶ ^ These are only one small part of the whole bill.

....

SECTION 13.(c) G.S. 14-4 reads as rewritten:

"§ 14-4. Violation of local ordinances misdemeanor.

(a) Except as provided in subsection ~~(b)~~, ~~(b) or (c)~~ of this section, if any person shall violate an ordinance of a county, city, town, or metropolitan sewerage district created under Article 5 of Chapter 162A, he shall be guilty of a Class 3 misdemeanor and shall be fined not more than five hundred dollars (\$500.00). No fine shall exceed fifty dollars (\$50.00) unless the ordinance expressly states that the maximum fine is greater than fifty dollars (\$50.00).

(b) If any person shall violate an ordinance of a county, city, or town regulating the operation or parking of vehicles, he shall be responsible for an infraction and shall be required to pay a penalty of not more than fifty dollars (\$50.00).

(c) A person may not be found responsible or guilty of a local ordinance violation punishable pursuant to subsection (a) of this section if, when tried for that violation, the person produces proof of compliance with the local ordinance through any of the following:

(1) No new alleged violations of the local ordinance within 30 days from the date of the initial alleged violation.

- (2) The person provides proof of a good-faith effort to seek assistance to address any underlying factors related to unemployment, homelessness, mental health, or substance abuse that might relate to the person's ability to comply with the local ordinance."

SECTION 13.(b) G.S. 160A-175 reads as rewritten:

⁵² § 160A-175. Enforcement of ordinances.

...

(b) ~~Unless the Council shall otherwise provide, Except for the types of ordinances listed in subsection (b1) of this section, violation of a city ordinance is may be a misdemeanor or infraction as provided by G.S. 14-4. G.S. 14-4 only if the city specifies such in the ordinance. An ordinance may provide by express statement that the maximum fine, term of imprisonment, or infraction penalty to be imposed for a violation is some amount of money or number of days less than the maximum imposed by G.S. 14-4. Notwithstanding G.S. 160A-75, no ordinance specifying a criminal penalty may be enacted at the meeting in which it is first introduced.~~

(b1) No ordinance of the following types may impose a criminal penalty:

- (1) Any ordinance adopted under Article 19 of this Chapter, Planning and Regulation of Development, or its successor, Chapter 160D of the General Statutes, except for those ordinances related to unsafe buildings.
- (2) Any ordinance adopted pursuant to G.S. 160A-193.1, Stream-clearing programs.
- (3) Any ordinance adopted pursuant to G.S. 160A-194, Regulating and licensing businesses, trades, etc.
- (4) Any ordinance adopted pursuant to G.S. 160A-199, Regulation of outdoor advertising or, its successor, G.S. 160D-912, Outdoor advertising.
- (5) Any ordinance adopted pursuant to G.S. 160A-201, Limitations on regulating solar collectors or, its successor, G.S. 160D-914, Solar collectors.
- (6) Any ordinance adopted pursuant to G.S. 160A-202, Limitations on regulating cisterns and rain barrels.
- (7) Any ordinance adopted pursuant to G.S. 160A-304, Regulation of taxis.
- (8) Any ordinance adopted pursuant to G.S. 160A-306, Building setback lines.
- (9) Any ordinance adopted pursuant to G.S. 160A-307, Curb cut regulations.
- (10) Any ordinance regulating trees.

...."

Didn't have to start from scratch...

- ▶ Session Law 2018-69 required all local governments to submit a list of criminalized local ordinances, by December 1, 2018
- ▶ In 2018, Planning and Police worked together to compile this data for the state
- ▶ So, we already had a good idea of where we had criminal penalties adopted locally, and also which local ordinances we most frequently charged.

Recommendations from 2018...

- ▶ Staff recommended that ordinances that related to a specific place, where violations of the ordinance tend to be “ongoing” could be decriminalized
- ▶ Recommended that “time and place” violations (leash laws, discharging a fire arm) were more appropriate to remain criminal
- ▶ SB300 seems to follow this philosophy.
- ▶ **THREE ORDINANCES TO BE SPECIFICALLY ADOPTED WITH CRIMINAL PENALTIES:**
 - ▶ Discharging a Fire Arm in the City Limits
 - ▶ Fire Bombs
 - ▶ Consumption of Alcohol on City Property

Chapter 5 - BUSINESS REGULATION, LICENSING AND TAXATION

- ▶ Prior to the repeal of privilege license taxes, we didn't always make a distinction (in the code or in practice) between the PLT and licenses/permits required for specific types of uses.
- ▶ Some changes proposed attempt to “clean up” the language, to be clear we still have the authority to regulate businesses, just not charge PLT.

- ✓ Chapter 5 - BUSINESS REGULATION, LICENSING AND TAXATION
 - ARTICLE I. - SOLICITORS AND PEDDLERS
 - ARTICLE II. - LICENSE TAXES ✗
 - ARTICLE III. - BILLIARD AND POOL HALLS
 - ARTICLE IV. - MASSAGE PARLORS ✗
 - ARTICLE V. - SECONDHAND PRECIOUS METALS
 - ARTICLE VI. - CATV FRANCHISING REGULATIONS
 - ARTICLE VII. - PAWNBROKERS

Chapter 5 - BUSINESS REGULATION, LICENSING AND TAXATION

- ▶ 160A-194 gives local governments ability to regulate businesses, under their general police power.
- ▶ Ordinances adopted pursuant to 160A-194 are decriminalized under SB300
- ▶ If specific authorization for regulating a business was found elsewhere in the statutes, with criminal penalties, staff assumed it remained criminal (Example: Chapter 66, Article 45 – contains specific rules for pawnbrokers and precious metal dealers.

§ 160A-194. Regulating and licensing businesses, trades, etc.

(a) A city may by ordinance, subject to the general law of the State, regulate and license occupations, businesses, trades, professions, and forms of amusement or entertainment and prohibit those that may be inimical to the public health, welfare, safety, order, or convenience. In licensing trades, occupations, and professions, the city may, consistent with the general law of the State, require applicants for licenses to be examined and charge a reasonable fee therefor.

(b) Nothing in this section shall authorize a city to examine or license a person holding a license issued by an occupational licensing board of this State as to the profession or trade that he has been licensed to practice or pursue by the State.

(c) Nothing in this section shall authorize a city to regulate and license a TNC service regulated under Article 10A of Chapter 20 of the General Statutes. (1971, c. 698, s. 1; 2013-413, s. 12.1(a); 2014-3, s. 12.3(c); 2014-115, s. 17; 2015-237, s. 5.)

Board Regulations – Surgical Edits Proposed

- ▶ Most of our advisory boards were created under broad authority in 160D.
- ▶ Staff audited board rules of procedure and membership following adoption of our omnibus amendments.
- ▶ Edits proposed to Parks and Rec Board section to reflect current practice; language about when board terms start and end aims to clarify confusion in some of the individual code sections, and changes proposed to make Planning Board members “ex officio” members of the Board of Adjustment.
 - ▶ NCGS 128-1 (Can only serve on one elected board and one appointed board, or on two appointed board)

Process Considerations/Next Steps

- ▶ To add criminal penalties, need to have two readings of the ordinance (can't adopt on 1st reading)
- ▶ Amendments to ordinances authorized by 160D require public hearings
- ▶ First Reading: Tonight (November 2nd)
- ▶ 2nd Reading/Public Hearing (December 7th)

Questions???



Photo Credit: Mathew Anthony

CITY OF LENOIR COUNCIL ACTION FORM

- I. **Agenda Item:** Consideration of a Request from Yokefellow of Caldwell County to add a restroom building addition to the Lenoir Emergency Outreach Shelter (LEOS), which is owned by the City of Lenoir.
- II. **Background Information:** Founded in 2010, the Lenoir Emergency Outreach Shelter (LEOS) began on the gym floors of Old Lenoir High School as a winter-time shelter. In January 2015, Yokefellow of Caldwell County via a partnership and lease of property (attached) from the City of Lenoir, opened the doors to a permanent shelter located at 1129 West Avenue.

Currently, LEOS serves as a full time emergency year-round shelter, providing temporary housing for men, women and children of Caldwell County. The shelter provides sleeping quarters, shower facilities, a laundry room, kitchen and dining along with common living spaces. LEOS also provides goal plans for all residents, helping them to transition from homelessness back to an independent life. The shelter is volunteer-run, with the support of Yokefellow, a crisis ministry assisting people in immediate need of food, clothing, financial assistance and/or emergency shelter.

Over the past few weeks, Yokefellow has experienced a significant need for additional emergency shelter beds in the community. As a result, Yokefellow/LEOS identified an area at the shelter to address those concerns. Based on an inspection by the Fire Marshal, the current laundry room area met all building requirements (smoke, fire, CO2 monitoring, emergency access and egress, sprinkler system coverage and camera coverage) to add more emergency sleeping area, subject to construction of a partition wall to separate mechanical equipment. Working with Caldwell County Habitat for Humanity building staff, an interior partition wall was constructed in the laundry room area to secure the equipment and provide needed emergency sleeping space.

In order to accommodate the additional emergency shelter “walk-ins” and address sanitation/hygiene issues, additional shower/restroom facilities are needed. As such, Yokefellow/LEOS proposes to close up the rear roll-up garage door, and construct a building addition for ADA compliant showers/restrooms. Yokefellow has agreed to cover the cost of the addition.

Since the City of Lenoir owns the building, City Attorney Rohr has advised City Council will need to authorize the proposed shower/restroom addition to the Lenoir Emergency Outreach Shelter.

- III. **Staff Recommendation:** Consider a Request from Yokefellow of Caldwell County to add a restroom building addition to the Lenoir Emergency Outreach Shelter (LEOS), which is owned by the City of Lenoir.
- IV. **Reviewed by:**
 City Attorney: *TJ Rohr*
 City Manager: *Scott Hildebran*

STATE OF NORTH CAROLINA**COUNTY OF CALDWELL****LEASE AGREEMENT**

This Lease Agreement, made and entered into this 15th day of January, 2015, by and between **CITY OF LENOIR**, a North Carolina municipal, (hereinafter called "Lessor"), and **CALDWELL COUNTY YOKEFELLOW, INC.**, a North Carolina non-profit corporation located in Lenoir, Caldwell County, North Carolina, (hereinafter called "Lessee");

WITNESSETH:

1. Demise of Premises. Lessor leases unto Lessee the real property and the building thereon (hereinafter called "Premises") which is located at 1129 West Avenue, NW, Lenoir, Caldwell County, North Carolina and being a portion of that real property conveyed by that February 16, 2011, deed from John D. Farthing, et ux, to the City of Lenoir, recording in Book 1762, pages 33-35, Caldwell County Registry, located approximately eighty-two (82) feet along the southern boundary of West Avenue.

2. Term: The original term of this Lease shall be for one (1) year and the commencement date of the first lease year shall begin effective January 1, 2015. This lease shall be extended for an additional one-year term without further action of the parties upon the same terms and conditions set forth herein. Such automatic one-year extensions shall continue for each subsequent year unless either party shall notify the other in writing that the lease be terminated.

3. Consideration. The consideration for the granting of this lease shall be payment of One Dollar (\$1.00) per year by the Lessee, the receipt of which is hereby acknowledged by the Lessor, and the commitment by the Lessee to operate and maintain property for a public use as a shelter for homeless persons, to be operated as the Lenoir Emergency Outreach Shelter ("Leo's").

4. Liability insurance. Lessee shall carry public liability insurance in the minimum amount of \$1,000,000.00 bodily injury per occurrence, and \$500,000.00 property damage per occurrence, to provide liability insurance coverage for the operation of said homeless persons shelter, and Lessee shall deliver to Lessor a memoranda of the policy of such coverage with a company satisfactory to Lessor.

5. Compliance with Legal Requirements. Lessee shall comply with all the legal requirements of any governmental or quasi-governmental body including City, County, State or Federal boards having jurisdiction thereof, respecting any operation conducted or any equipment,

installations or other property placed upon, in or about the Premises. Lessee shall neither create nor permit the creation of any nuisance upon, in or about the Premises, and Lessee shall not make any offensive use thereof.

6. Utilities and Repairs. Lessor shall pay for electricity, gas, water, heat, and other utilities consumed or used on the Premises. The Lessor shall, through its employees, mow the grass and maintain the exterior and grounds of the facility as it deems necessary. In addition, the Lessor shall provide make such major structural repairs of a capital nature as it deems necessary and appropriate for the facility.

7. Public Service Activities of Lessee or Sub-tenant. The Lessor shall not be responsible for the operation, supervision or control of the activities of the Lessee, or of any sub-tenant of the Lessee which are conducted or maintained on the premises, and the Lessee shall be solely and completely responsible for the safety and well-being of any persons who may participate in any of the activities which may be conducted by the Lessee on or about the Premises and shall indemnify and hold the Lessor harmless from any liability or claims by third parties arising from the activities at or upon the leased premises which may be conducted by the Lessee.

8. Additions, Alterations, Changes and Improvements. The Lessor intends to make further improvements and alterations to the leased premises. However, Lessee shall not make, nor have the right to make any alterations, changes or improvements, structural or otherwise, in or to the Premises without Lessor's prior consent. If such consent is given, all such alterations, changes and improvements, shall be promptly made in a workman-like manner, be promptly paid for allowing no liens to attach either to the Premises or to Lessor's interest therein, and shall become the property of Lessor at the termination of this Lease Agreement.

9. Safe and Sanitary Conditions. Lessee shall not permit, allow or cause any act or deed to be performed upon, in or about the premises which shall cause or be likely to cause injury to any person or to the Premises, the building or improvements located thereon, or to any adjoining property. Lessee shall at all times keep the premises in a neat and orderly condition and keep the premises and the entryways, parking areas, sidewalks and delivery areas adjoining the premises clean and free from rubbish, dirt, snow, standing water and ice.

10. Lessor Not Liable for Damages or Injuries. Lessor shall not be responsible to Lessee or any other person, firm, partnership, association or corporation for damages or injuries by virtue of or arising out of burst water pipes, leaks from the roof, or by virtue of earthquakes, riots, windstorms, overflow of water from surface drainage, rains, water, fire or by the elements

riots, windstorms, overflow of water from surface drainage, rains, water, fire or by the elements or acts of God, or by the neglect of any person, firm, partnership, association or corporation.

11. Waiver of Subrogation. Neither Lessee nor anyone claiming by, through, under or in Lessee's behalf shall have any claim, right of action or right of subrogation against Lessor or based upon any loss or caused by fire, explosion or any other casualty (not limited to the foregoing) relating to the premises or any property upon, in or about the Premises, whether such fire, explosion or casualty shall arise from the negligence of Lessor, their agents, representatives or employees, or otherwise.

12. Inspection. Lessor shall have the right at all reasonable times to enter and inspect the Premises.

13. Condition of Premises Upon Termination. Upon the termination of this Lease Agreement, Lessee shall return the Premises to Lessor substantially in the same condition as when received ordinary wear and tear and approved improvements excepted.

14. Default. Each of the following events shall constitute a default or breach of this lease by Lessee:

a) If Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure of performance continues for a period of 30 days after notice thereof;

b) Lessee or any sub-tenant's failure to perform the public service(s) which constitute the consideration for this lease;

c) Vacates or abandons the Premises.

15. Remedies In Event of Default. In the event of any default hereunder as set forth in the foregoing Section 16, Lessor shall be entitled to re-enter and re-take the Premises and exercise all their rights under the laws of the State of North Carolina.

16. Waiver. No failure to exercise any rights hereunder to which Lessor may be entitled shall be deemed a waiver of the right to subsequently exercise same. Lessee shall gain no rights nor become vested with any owner to remain in default under the terms hereof by virtue of Lessor's failure to timely assert rights. No waiver of an acceleration of rentals, regardless of how often occurring, which Lessor choose to ignore by thereafter accepting rental or other

performance by Lessee shall constitute a waiver of the right to thereafter accelerate rentals.

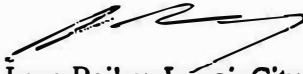
17. Law Applicable. This Lease is entered into in North Carolina and shall be construed under the laws, statutes, and ordinances of such jurisdiction.

18. Easements, Restrictions and Right of Way. The Premises are demised subject to all easements, restrictions and right of way legally affecting the Premises.

19. Binding Effect and Complete Terms. The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Lessor and by their respective heirs, successors and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by Lessor and Lessee.

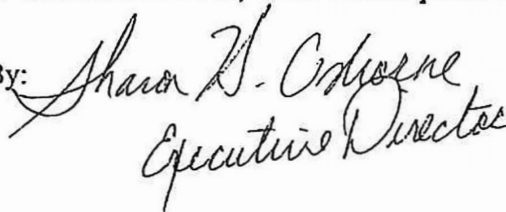
IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement on the date above-written.

LESSOR: **CITY OF LENOIR**, a North Carolina municipal corporation

By:  (SEAL)
Lane Bailey, Lenoir City Manager

LESSEE: **CALDWELL COUNTY YOKEFELLOW**, a N. C. non-profit corporation

SEAL

By: 
Executive Director



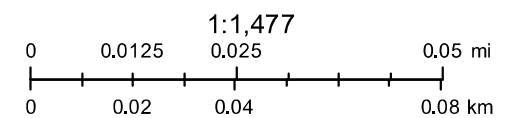
This map is NOT of land survey quality and is NOT suitable for such use.

Owner CITY OF LENOIR
PO BOX 958
LENOIR, NC 28645

Acct Number 49402
Parcel ID 06 13 1 6
NCPIN 2749667745

Deferred Val \$0
Assessed Val \$176,800
Calc Acreage 1.422076
Land Units 1 (LT)
Legal Desc BK 1762 PG 33 YR 2011 ST 85.00
Plat Ref /
Property Addr 1129 WEST AV

Caldwell County



November 29, 2021

LEADER

FLASH AGAINST
EXISTING BLD.12' 4"
X 16'

6" Gutter w/ 1 DK

FLAT MEMBRANE ROOF over 1/2" PROTECTION BRD

14"

TERMINATION STRIP

16'

10"

CMU BLOCK FILL & PAINT
ALL SIDES

12' ±

existing
rock

Grade

24x12 FOOTING ON
COMPACTED SOIL

12' 4"

Stain Floors Concrete

PAINT CMU w/ EPOXY

PAINT CEILING WT

Ceiling height
8'-9" Varies

Paint 2x4 Frame Below

Port Form Counter

16'

6'8" x 3'0"
6P Solid Core Door

O FD

40" Paint

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Resolution amending the 2021 Program Records Schedule for Local Government Agencies is a new retention schedule created from the former County Management (last update in 2013) and Municipal (last updated in 2012) retention schedules. This schedule contains specific functions of government at the county and municipal level. The schedule also contains a standard for Law Enforcement records.

II. Background Information:

The North Carolina Department of Cultural Resources, Division of Archives and Records has amended their assigned retention and disposition schedules to allow each municipality to define when the “administrative value” ends of certain records that hold only **brief administrative, fiscal, legal, research & reference value** to be destroyed at the end of their administrative value to the municipality. Note: City Council adopted the latest edition of the Records & Retention Schedule in November 2012 and adoption of the submitted resolution will bring us into compliance with their directive.

III. Staff Recommendation:

Approve submitted resolution establishing a minimum retention period of three (3) years each of the records and documents specifically designated within the “Schedule” to “destroy when administrative value ends.” The resolution further allows each department which maintains such records and/or documents to evaluate these records following the expiration of the three-year period to determine if there exists sufficient reason or purpose for further retention of the document; and if not, then the respective department may dispose of such record or document.

Reviewed by:

City Attorney:

Finance Director:

Public Works/Public Utilities Director:

RECORDS RETENTION AND DISPOSITION SCHEDULE

GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES



Issued By:



NC DEPARTMENT OF
NATURAL AND CULTURAL RESOURCES

North Carolina Department of Natural and Cultural Resources
Division of Archives and Records
Government Records Section

October 1, 2021

CONTENTS

<u>Approval</u>	iv
Front Matter	
<u>Executive Summary</u>	v
<u>Legend for Records Schedule</u>	vii
Records Retention and Disposition Schedule	
<u>Standard 1: Administration and Management Records</u>	1
<u>Standard 2: Budget, Fiscal, and Payroll Records</u>	23
<u>Standard 3: Geographic Information System Records</u>	36
<u>Standard 4: Human Resources Records</u>	43
<u>Standard 5: Information Technology Records</u>	61
<u>Standard 6: Legal Records</u>	67
<u>Standard 7: Public Relations Records</u>	75
<u>Standard 8: Risk Management Records</u>	80
<u>Standard 9: Workforce Development Records</u>	86
Appendix	
<u>Managing Public Records in North Carolina</u>	A-1
<u>Audits, Litigation, and Other Official Action</u>	A-5
<u>Transitory Records</u>	A-6
<u>Destruction of Public Records</u>	A-8
<u>Sample Destructions Log</u>	A-10
<u>Electronic Records: E-mail, Born Digital Records, and Digital Imaging</u>	A-11
<u>Geospatial Records</u>	A-13
<u>Security Preservation Copies of Records</u>	A-15
<u>Disaster Assistance</u>	A-17
<u>Staff Training</u>	A-18
Request Forms	
<u>Request for Change in Records Schedule</u>	A-19
<u>Request for Disposal of Unscheduled Records</u>	A-20
<u>Request for Disposal of Original Records Duplicated by Electronic Means</u>	A-21
<u>File Plan</u>	A-22
<u>Related Records Series in Program Schedules</u>	A-23
<u>Index</u>	A-30

2021 General Records Schedule: Local Government Agencies

The records retention and disposition schedules and retention periods governing the records series listed herein are hereby approved. This approval extends to and includes the following standards in the **2021 General Records Schedule: Local Government Agencies**:

1. Administration and Management Records
2. Budget, Fiscal, and Payroll Records
3. Geographic Information System Records
4. Human Resources Records
5. Information Technology Records
6. Legal Records
7. Public Relations Records
8. Risk Management Records
9. Workforce Development Records

In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement.

Destructions

G.S. § 121-5 authorizes the Department of Natural and Cultural Resources to regulate the destruction of public records. Furthermore, the local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. The North Carolina Administrative Code states:

“(a) Paper records which have met their required retention requirements and are not subject to legal or other audit holds should be destroyed in one of the following ways:

1. burned, unless prohibited by local ordinance;
2. shredded, or torn up so as to destroy the record content of the documents or material concerned;
3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned; or
4. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

(b) When used in an approved records retention and disposition schedule, the provision that electronic records are to be destroyed means that the data and metadata are to be overwritten, deleted, and unlinked so the data and metadata may not be practicably reconstructed.

(c) When used in an approved records retention and disposition schedule, the provision that confidential records of any format are to be destroyed means the data, metadata, and physical media are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.”

All local government agencies should maintain logs of their destructions either in the minutes of their governing board or in their Records Management file. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed.

Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.

Audits and Litigation Actions

Records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule.

Electronic Records

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

Local government agencies should consider retention requirements and disposition authorities when designing and implementing electronic records management systems. Any type of electronically-created or electronically-stored information falls under the North Carolina General Assembly's definition of public records cited above. For example, e-mail, text messages, blog posts, voicemails, websites, word processing documents, spreadsheets, databases, and PDFs all fall within this definition of public records. In addition, G.S. § 132-6.1(a) specifies:

“Databases purchased, leased, created, or otherwise acquired by every public agency containing public records shall be designed and maintained in a manner that does not impair or impede the public agency's ability to permit the public inspection and examination of public records and provides a means of obtaining copies of such records. Nothing in this subsection shall be construed to require the retention by the public agency of obsolete hardware or software.”

Local government agencies may scan any paper record and retain it electronically for ease of retrieval. If an agency wishes to destroy the original paper records before their assigned retention periods have been met, the agency must establish an electronic records policy, including putting into place procedures for quality assurance and documentation of authorization for records destructions approved by the Government Records Section. This electronic records policy and releases for destruction of records must be approved by the Government Records Section. Agencies should be aware that for the purpose of any audit, litigation, or public records request, they are considered the records custodian obligated to produce requested records, even if said records are being maintained electronically by an outside vendor. Therefore, contracts regarding electronically stored information should be carefully negotiated to specify how records can be exported in case a vendor goes out of business or the agency decides to award the contract to a different vendor.

Reference Copies

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when “*reference value ends*.” All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction “*destroy when reference value ends*.” If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction “*destroy when reference value ends*.”

Record Copy

A record copy is defined as “The single copy of a document, often the original, that is designated as the official copy for reference and preservation.”¹ The record copy is the one whose retention and disposition is mandated by this schedule; all additional copies are considered reference or access copies and can be destroyed when their usefulness expires. In some cases, postings to social media may be unofficial copies of information that is captured elsewhere as a record copy (e.g., a press release about an upcoming agency event that is copied to various social media platforms). Appropriately retaining record copies and disposing of reference copies requires agencies to

¹ Society of American Archivists, *Dictionary of Archives Terminology*.

designate clearly what position or office is required to maintain an official record for the duration of its designated retention period.

Transitory Records

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”²

North Carolina has a broad definition of public records. However, the Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called transitory records. They may be disposed of according to the guidance below. However, all public employees should be familiar with their appropriate retention schedule and any other applicable guidelines for their office. If there is a required retention period for these records, that requirement must be followed. When in doubt about whether a record is transitory or whether it has special significance or importance, retain the record in question and seek guidance from a DNCR records analyst.

Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed. Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails and calendar invites) have minimal value once the official action these records are supporting has been completed and documented. These records may be destroyed or otherwise disposed of once the action has been resolved.

Drafts and working papers, including notes and calculations, are materials gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of Chapter 132 of the General Statutes, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents that may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports;
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
- Drafts and working papers for presentations, workshops, and other explanations of agency policy that is already formally documented.

Forms used solely to create, update, or modify records in an electronic medium may be destroyed in office after completion of data entry and after all verification and quality control procedures, so long as these records are not required for audit or legal purposes. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g., a signature or notary’s seal), they must be retained according to the disposition instructions for the records series encompassing the forms’ function.

² Ibid.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule supersedes previous versions of this schedule and any localized amendments; it is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED

Municipal/County Clerk or Manager
Title: _____



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Head of Governing Body
Title: _____



D. Reid Wilson, Secretary
Department of Natural and Cultural
Resources

Municipality/County: _____

Effective: October 1, 2021

EXECUTIVE SUMMARY

- ✓ Some records are covered by the Local Agency Program Retention and Disposition Schedules. See the appendix for Related Records Series Found in Local Agency Program Schedules.
- ✓ According to N.C. Gen. Stat. § 121-5(b) and N.C. Gen. Stat. § 132-3, you may destroy public records only with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
- ✓ Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter" (from Society of American Archivists, *Dictionary of Archives Terminology*). Your agency must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instructions, "destroy when reference value ends."
- ✓ E-mail is a record as defined by N.C. Gen. Stat. § 121-5 and N.C. Gen. Stat. § 132. It is the content of the e-mail that is critical when determining the retention period of a particular e-mail, including attachments, not the media in which the record was created. It is important for all agency employees and officials to determine the appropriate records series for specific e-mails and retain them according to the disposition instructions listed with the identified record series.
- ✓ The State Archives of North Carolina recommends that all agency employees and officials view the tutorials that are available online through the State Archives website in order to familiarize themselves with records management principles and practices. The State Archives of North Carolina's online tutorials include topics such as records management and scanning guidelines.
- ✓ The State Archives of North Carolina creates security preservation record copies for minutes and selected other records of governing bodies and commissions, adoption records, and maps and plats. Agencies can request copies of the digital images made during this process. Contact the appropriate Records Management Analyst to begin this process.

- ✓ If you have records that are not listed in this schedule, contact a Records Management Analyst. An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do not have historical value, we will ask you to complete a Request for Disposal of Unscheduled Records (page A-20) for records that are no longer being created.

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Resolution to Award Construction Bid – Crossroads Sewer Line Replacement Project

Background Information: The City of Lenoir has planned for the construction of a sewer line to replace the old and deteriorated line that begins at the Lenoir Golf Course and follows Zacks Fork Creek up-stream to the Mayflower Restaurant. A portion of the project involves installing 8-inch sewer on the east side of the Hwy 321 along Wilkesboro Road and Linkside Court towards the Viridian Apartments. The City has accepted loan funding for this project from the North Carolina Department of Environment and Natural Resources, Division of Water Infrastructure. The amount of the loan is \$2,775,000 at an interest rate of 2.16% for 20 years. A 2% loan fee is also required.

The City formally advertised for and received bids for the performance of this project in accordance with the North Carolina General Statutes. Three (3) bids were received for this project, with the low bid being Carolina Grading and Utilities, Inc. of Jefferson, NC. The bids have been reviewed by McGill Associates for completeness and compliance with applicable state bidding requirements and have reviewed them with city staff. A copy of the Award Recommendation letter from McGill Associates is attached along with a copy of the certified bid tabulation sheet.

- II. Staff Recommendation:** The low bid submitted by Carolina Grading and Utilities, Inc. in the amount of \$1,908,830.00 is lower than the estimated budget for this project. Staff recommends City Council approval of the resolution to tentatively award the project to Carolina Grading and Utilities, Inc. in the amount of \$1,908,830.00 subject to approval by the Division of Water Infrastructure to award the project and execute the construction contract. Due to the unknowns associated with other utilities in the construction area, staff also recommends that the City establish a 10% construction contingency in the amount of \$190,800.00.

In addition, to maintain the project schedule, it is recommended that the City Council grant the City Manager the authority to approve change orders within the contingency amount.

- III. Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: _____

RESOLUTION OF TENTATIVE AWARD

WHEREAS, the **City of Lenoir**, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of the **Crossroads Sewer Replacement Project**, and

WHEREAS, the City's Consulting Engineer, McGill Associates, has reviewed the bids; and

WHEREAS, of three (3) bids, Carolina Grading & Utilities, Inc. of Jefferson, North Carolina was the lowest bidder for the Crossroads Sewer Replacement Project, in the total bid amount of \$1,908,830, and

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

That **TENTATIVE AWARD** is made to Carolina Grading & Utilities, Inc. for the Contract Price of \$1,908,830.

That such **TENTATIVE AWARD** be contingent upon the approval of the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

That Scott Hildebran, City Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and approve all contract documents and change orders for this project on behalf of the **City of Lenoir**.

Adopted this the **7th day of December, 2021** at Lenoir, North Carolina.

Joseph L. Gibbons, Mayor

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting **City Clerk of the City of Lenoir** does hereby certify: That the above/attached resolution is a true and correct copy of the resolution, as regularly adopted at a legally convened meeting of the City of Lenoir duly held on the 7th day of December, 2021; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of December, 2021.

Shirley M. Cannon, City Clerk

December 1, 2021

SENT VIA EMAIL

Mr. Radford Thomas
Director of Public Utilities
City of Lenoir
rlthomas@ci.lenoir.nc.us
Post Office Box 958
Lenoir, North Carolina 28645

RE: Award Recommendation
DWI Project No. CS370393-07
Crossroads Sewer Replacement Project
City of Lenoir, North Carolina

Dear Mr. Thomas:

A total of three (3) bids were received on November 23, 2021 for the Crossroads Sewer Replacement project. Carolina Grading & Utilities, Inc. was the lowest responsive, responsible bidder with a total base bid amount of \$1,908,830.

Carolina Grading & Utilities, Inc. is appropriately licensed with the NC General Contractor Licensing Board and has completed similar projects. Therefore, we recommend that the City award the project to Carolina Grading & Utilities, Inc. in the amount of \$1,908,830. The award should be made contingent upon approval by NC DEQ Division of Water Infrastructure (DWI).

Due to unknowns associated with existing utilities in the vicinity of the proposed sewer, it is recommended that the City establish a construction contingency in the amount of \$190,800, or 10% of the contract price.

Finally, to maintain the project schedule, it is recommended that the City Council grant the City Manager the authority to approve change orders within the contingency amount.

Enclosed for your use is the Certified Bid Tabulation. If you have any questions, please do not hesitate to contact us.

Sincerely,
McGILL ASSOCIATES, P.A.



JOEL WHITFORD, PE
Senior Project Manager

:jw

Enclosure

CERTIFIED BID TABULATION
CROSSROADS SEWER REPLACEMENT PROJECT
CITY OF LENOIR, NORTH CAROLINA

				Carolina Grading & Utilities, Inc.		Buckeye Bridge, LLC		Hickory Sand Company, Inc.	
No	Description	Unit	Quantity	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	Mobilization (maximum 3%)	LS	1	\$55,000.00	\$55,000.00	\$83,095.00	\$83,095.00	\$100,000.00	\$100,000.00
2	20" Class 350 DI Gravity Sewers 0-6 Ft. Cover	LF	1,580	\$148.00	\$233,840.00	\$295.00	\$466,100.00	\$450.00	\$711,000.00
3	20" Class 350 DI Gravity Sewers 6-8 Ft. Cover	LF	940	\$158.00	\$148,520.00	\$310.00	\$291,400.00	\$460.00	\$432,400.00
4	20" Class 350 DI Gravity Sewers 8-10 Ft. Cover	LF	680	\$190.00	\$129,200.00	\$320.00	\$217,600.00	\$475.00	\$323,000.00
5	20" Class 350 DI Gravity Sewers 10-12 Ft. Cover	LF	340	\$215.00	\$73,100.00	\$328.00	\$111,520.00	\$495.00	\$168,300.00
6	20" Class 350 DI Gravity Sewers 12-14 Ft. Cover	LF	70	\$400.00	\$28,000.00	\$337.00	\$23,590.00	\$525.00	\$36,750.00
7	12" Class 350 DI Gravity Sewers, All Depths	LF	90	\$350.00	\$31,500.00	\$235.00	\$21,150.00	\$330.00	\$29,700.00
8	8" Class 350 DI Gravity Sewers 0-6 Ft. Cover	LF	320	\$55.00	\$17,600.00	\$200.00	\$64,000.00	\$300.00	\$96,000.00
9	8" Class 350 DI Gravity Sewers 6-8 Ft. Cover	LF	250	\$75.00	\$18,750.00	\$214.00	\$53,500.00	\$310.00	\$77,500.00
10	8" Class 350 DI Gravity Sewers 8-12 Ft. Cover	LF	60	\$125.00	\$7,500.00	\$233.00	\$13,980.00	\$320.00	\$19,200.00
11	20" Drainage Ditch Crossings - Restoration	EA	2	\$3,500.00	\$7,000.00	\$18,656.00	\$37,312.00	\$7,500.00	\$15,000.00
12	20" Class 350 DI Gravity Sewer Aerial Crossing (Sta. 21+90 to 22+50)	LS	1	\$46,500.00	\$46,500.00	\$29,653.00	\$29,653.00	\$108,500.00	\$108,500.00
13	Temporary By-Pass Line (Sheet C-103)	LS	1	\$7,500.00	\$7,500.00	\$21,529.00	\$21,529.00	\$25,000.00	\$25,000.00
14	36" Steel Encasement Pipe by Bore and Jack, including 20" Diameter DIP Carrier Pipe.	LF	120	\$1,200.00	\$144,000.00	\$2,381.00	\$285,720.00	\$1,475.00	\$177,000.00
15	8' Diameter Doghouse Manhole with Watertight Lid	EA	1	\$16,500.00	\$16,500.00	\$18,064.00	\$18,064.00	\$31,850.00	\$31,850.00
16	6' Diameter Doghouse Manhole 0-8 Ft. Depth with Watertight Lid	EA	2	\$7,450.00	\$14,900.00	\$8,747.00	\$17,494.00	\$16,500.00	\$33,000.00
17	6' Diameter Doghouse Manhole 8-10 Ft. Depth with Watertight Lid	EA	3	\$12,500.00	\$37,500.00	\$10,298.00	\$30,894.00	\$19,850.00	\$59,550.00
18	6' Diameter Doghouse Manhole 10-14 Ft. Depth with Watertight Lid	EA	3	\$13,500.00	\$40,500.00	\$12,076.00	\$36,228.00	\$23,000.00	\$69,000.00
19	5' Diameter Doghouse Manhole 8-10 Ft. Depth with Watertight Lid	EA	2	\$8,750.00	\$17,500.00	\$7,784.00	\$15,568.00	\$19,000.00	\$38,000.00
19B	5' Diameter Doghouse Manhole 10-12 Ft. Depth with Watertight Lid	EA	1	\$12,350.00	\$12,350.00	\$9,172.00	\$9,172.00	\$26,800.00	\$26,800.00
20	5' Diameter Standard Manhole 0-8 Ft. Depth with Watertight Lid	EA	4	\$7,250.00	\$29,000.00	\$6,150.00	\$24,600.00	\$12,250.00	\$49,000.00
21	5' Diameter Standard Manhole 8-10 Ft. Depth with Watertight Lid	EA	5	\$7,850.00	\$39,250.00	\$6,917.00	\$34,585.00	\$14,950.00	\$74,750.00
22	5' Diameter Standard Manhole 10-12 Ft. Depth with Watertight Lid	EA	4	\$8,750.00	\$35,000.00	\$7,735.00	\$30,940.00	\$17,000.00	\$68,000.00
23	5' Diameter Standard Manhole 12-15 Ft. Depth with Watertight Lid	EA	1	\$9,850.00	\$9,850.00	\$9,151.00	\$9,151.00	\$18,900.00	\$18,900.00
24	4' Diameter Standard Manhole 0-8 Ft. Depth with Watertight Lid	EA	4	\$4,250.00	\$17,000.00	\$3,890.00	\$15,560.00	\$6,950.00	\$27,800.00
25	4' Diameter Standard Manhole 8-12 Ft. Depth with Watertight Lid	EA	1	\$7,350.00	\$7,350.00	\$4,959.00	\$4,959.00	\$8,500.00	\$8,500.00
26	Manhole Vent Assembly	EA	4	\$13,500.00	\$54,000.00	\$17,004.00	\$68,016.00	\$4,500.00	\$18,000.00
27	Connect to Existing Manhole with Inside Drop Connection 16-18 Ft. Depth	EA	1	\$2,100.00	\$2,100.00	\$11,045.00	\$11,045.00	\$9,800.00	\$9,800.00
28	Connect to Existing Manhole 10-12 Ft. Depth	EA	1	\$5,000.00	\$5,000.00	\$2,252.00	\$2,252.00	\$7,200.00	\$7,200.00
29	8" Sewer Service Connection	EA	1	\$5,000.00	\$5,000.00	\$2,810.00	\$2,810.00	\$6,850.00	\$6,850.00
30	6" Sewer Service Connection	EA	2	\$3,000.00	\$6,000.00	\$2,962.00	\$5,924.00	\$6,200.00	\$12,400.00
31	4" Sewer Service Connection	EA	2	\$3,250.00	\$6,500.00	\$3,194.00	\$6,388.00	\$6,000.00	\$12,000.00
32	4" Sewer Service Connection with 4" Sewer Service Pipe in 8" Steel Casing Pipe installed by Boring and Jacking (Sheet C-104)	LS	1	\$42,500.00	\$42,500.00	\$111,310.00	\$111,310.00	\$39,500.00	\$39,500.00
33	Manhole Line Abandonments	EA	44	\$250.00	\$11,000.00	\$380.00	\$16,720.00	\$1,495.00	\$65,780.00
34	Manhole Demolition and Abandonment (Off-Road)	EA	11	\$1,500.00	\$16,500.00	\$1,615.00	\$17,765.00	\$1,750.00	\$19,250.00
35	Manhole Demolition and Abandonment (Non-DOT Pavement or Roads)	EA	8	\$2,250.00	\$18,000.00	\$2,012.00	\$16,096.00	\$2,150.00	\$17,200.00
36	Manhole Demolition and Abandonment (DOT Roads)	EA	4	\$3,500.00	\$14,000.00	\$2,419.00	\$9,676.00	\$4,745.00	\$18,980.00
37	8" Abandon Sewer Line with Flowable Fill	LF	1,340	\$18.00	\$24,120.00	\$12.00	\$16,080.00	\$28.00	\$37,520.00
38	12" Abandon Sewer Line with Flowable Fill	LF	990	\$30.00	\$29,700.00	\$19.00	\$18,810.00	\$35.00	\$34,650.00
39	Asphalt Road Repair (Per Detail ST-3)	LF	200	\$125.00	\$25,000.00	\$241.00	\$48,200.00	\$165.00	\$33,000.00
40	Asphalt Pavement Repair (Per Detail ST-4)	LF	1,240	\$105.00	\$130,200.00	\$131.00	\$162,440.00	\$155.00	\$192,200.00
41	Concrete Drive Repair (Per Detail ST-7)	LF	80	\$85.00	\$6,800.00	\$114.00	\$9,120.00	\$250.00	\$20,000.00
42	Asphalt Cart Path Repair	LF	150	\$95.00	\$14,250.00	\$37.40	\$5,610.00	\$76.00	\$11,400.00
43	Pavement Milling and Overlay beyond Asphalt Repair Limits (Sheets C-105 and C-106)	LS	1	\$40,500.00	\$40,500.00	\$43,990.00	\$43,990.00	\$108,750.00	\$108,750.00
44	Pavement Milling and Overlay beyond Asphalt Repair Limits (Sheet C-107)	LS	1	\$40,800.00	\$40,800.00	\$20,501.00	\$20,501.00	\$65,000.00	\$65,000.00
45	Pavement Milling and Overlay beyond Asphalt Repair Limits (Sheet C-109)	LS	1	\$31,000.00	\$31,000.00	\$16,019.00	\$16,019.00	\$39,500.00	\$39,500.00
46	Curb and Gutter Repair	EA	11	\$4,650.00	\$51,150.00	\$1,377.00	\$15,147.00	\$3,750.00	\$41,250.00
47	Erosion Control Measures (per Plans and Details) - max. \$25,000	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
48	Washed Stone Undercut for Wet Conditions as Directed by the Engineer	LF	3,000	\$15.00	\$45,000.00	\$10.60	\$31,800.00	\$15.00	\$45,000.00
49	Select Backfill (Min. unit price of \$25/CY)	CY	1,600	\$25.00	\$40,000.00	\$39.80	\$63,680.00	\$15.00	\$24,000.00
Totals				\$1,908,830.00		\$2,711,763.00		\$3,728,730.00	

This is to certify that the bids tabulated herein were accompanied by a 5% bid bond or certified check and publicly opened and read aloud at 2:00 pm local time on the 23rd day of November, 2022, in the Former City Council Chambers (Third Floor of City Hall) at 801 West Avenue, NW, Lenoir, North Carolina 28645.

JOEL WHITFORD, PE

* Note: Bid item No. 47 maximum price is \$25,000. The corrected amount does not affect the outcome of the bid.


1240 19th Street Lane NW
Hickory, North Carolina 28601
Firm License No. C-0459



Good Faith Efforts Form

Attempts to provide subcontracting opportunities for MBE/WBE firms.

Per 01 NCAC 30I .0101, 50 points must be claimed below by the bidder.

(This is identical to State of NC Affidavit A)

- ☒ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ **2 – (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☒ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☒ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ **10 – (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

Results of Good Faith Efforts Undertaken (you must check one box below)

- ☐ No subcontractors are being used for this contracted work. Fill out Table A listing only the Prime Contractor. (This statement takes the place of State of NC Affidavit B)
- ☒ Subcontractors are being used. Fill out Table A and B for each trade. **Each Table B lists 3.**
- ☐ Subcontractors are being used. If any Table B has fewer than 3 solicitations you must also advertise in an M/WBE trade paper and indicate what source of M/WBE firms you used (*must list at least one*). Some possible papers and sources of M/WBE firms are listed in the Instructions of this Supplement.

Name of the Trade Paper: SBA Subnet, NC DOA Hub

Submit proof of advertisement with package

M/WBE Sources: Source: NCDOT Source: SWAM

Submit printouts from M/WBE source(s)

Certification Statement and Affidavit of Contractor.

The below affidavit constitutes compliance with 01NCAC 30I .0308(7)(a) and (b) and takes the place of State of North Carolina Affidavits C and D.

I have read the information in this compliance supplement and all information provided to the State in this package is accurate and true to the extent of my knowledge including the calculated percentages and the good faith efforts presented herein.

Carolina Grading & Utilities, Inc.
Prime Contractor Company Name (Print)

Randy Carpenter 11-23-21
Prime Contractor Representative (Sign & Date)



State of NC, County of Ashe

Subscribed and sworn to before me this 23rd day of Nov. 2021

Notary Public Melissa C. Goss

My Commission Expires 3-30-23

Certification of Project Owner/Funding Applicant

City of Lenoir
Funding Applicant (City, Town etc)

Applicant Authorized Representative (Sign & Date)

CS370393-07
Division of Water Infrastructure Project Number

Notice of Award

Date: _____

Project: Crossroads Sewer Replacement Project

Owner: City of Lenoir, North Carolina

Owner's Contract No.: CS370393-07

Contract: Crossroads Sewer Replacement Project

Engineer's Project No.: 19.01109

Bidder: Carolina Grading & Utilities, Inc.

Bidder's Address: Post Office Box 785

Jefferson, North Carolina 28640

You are notified that your Bid dated **November 23, 2021** for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for **Crossroads Sewer Replacement Project**.

The Contract Price of your Contract is One Million Nine Hundred Eight Thousand Eight Hundred Thirty 00/100 Dollars (\$1,980,830.00).

Four (4) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner Four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] and other documents as specified.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Lenoir, North Carolina

Owner

By: _____

Authorized Signature

Scott Hildebran, City Manager

Name and Title

ACCEPTED

Carolina Grading & Utilities, Inc .

Contractor

By: _____

Authorized Signature

Randy Carpenter, President

Name and Title

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Bid Award: Lenoir High School Auditorium Construction Renovation Project
Phase 2.

II. Background Information:

This is part of the improvement plan at the LHS Auditorium and is being
funded with CDBG funds.

Bids: Precision Contracting Co.	\$105,219.00
Garry D. Cornell Construction	\$117,641.00
Wilkie Construction Co SE, LLC	\$134,360.00

III. Staff Recommendation:

Staff recommends to approve the bid to Precision Contracting Co. of Granite
Falls, NC in the amount of \$105,219.00.

IV. Reviewed by:

City Attorney:

Finance Director:

Public Works/Public Utilities Director:

Planning Director:

Recreation Director: Kenny Story



BID TAB

Public Bid Opening
2021 LHS Auditorium Renovation Project #2
City of Lenoir
December 15, 2021 - 2:00 p.m. Local Time

Kenny Story
Recreation Director

[illegible]

**CITY OF LENOIR
OLD LENOIR HIGH SCHOOL AUDITORIUM
CONSTRUCTION RENOVATION PROJECT #2
CDBG PROGRAM
CONTRACTOR BID PROPOSAL FORM**

To: City of Lenoir
Property Owner

From:

PRECISION CONTRACTING CO.

1761 Morris Creek Rd ; Granite Falls, NC 28630

Contractor's Name

Contractor's Address

NC Contractor's License

Number 64428

Contractor's Federal ID Number or

SS# 20-8833069

I, the undersigned contractor, having familiarized myself with the requirements of the **Old Lenoir High School Auditorium Construction Renovation Project**, Specifications and Plans and understand the extent and character of the work to be done, propose to furnish all labor, materials and equipment necessary to accomplish successful completion as required in the project description for the sum of

One hundred five thousand, two hundred nineteen no/100 (\$ 105,219.00)
Dollars.

I will commence the work on or before January 3 2022
Month Day Year

and will complete the work on or before May 30 2022
Month Day Year

PRECISION CONTRACTING CO.

Company Name

828-217-1879

Phone #


Authorized Signature

CITY OF LENOIR
 OLD LENOIR HIGH SCHOOL AUDITORIUM
 CONSTRUCTION RENOVATION PROJECT #2
 CDBG PROGRAM
 CONTRACTOR BID PROPOSAL FORM

To: City of Lenoir
 Property Owner

From:

GARRY D. CORNELL
 Contractor's Name

102 OLD MILL DR., MORGANTON 28651
 Contractor's Address

NC Contractor's License
 Number 50976

Contractor's Federal ID Number or
 SS# 241-98-1321

I, the undersigned contractor, having familiarized myself with the requirements of the **Old Lenoir High School Auditorium Construction Renovation Project**, Specifications and Plans and understand the extent and character of the work to be done, propose to furnish all labor, materials and equipment necessary to accomplish successful completion as required in the project description for the sum of

Eighty one

ONE HUNDRED SEVENTEEN THOUSAND, SIX HUNDRED 117,641.00
 Dollars.

I will commence the work on or before JANUARY 1st 2022
 Month Day Year

and will complete the work on or before JUNE 30th 2022
 Month Day Year

GARRY D. CORNELL
 Company Name

AS!
 Authorized Signature

828-217-0490
 Phone #

**CITY OF LENOIR
OLD LENOIR HIGH SCHOOL AUDITORIUM
CONSTRUCTION RENOVATION PROJECT #2
CDBG PROGRAM
CONTRACTOR BID PROPOSAL FORM**

To: City of Lenoir
Property Owner

From:

Wilkie Construction Company SE, LLC PO Box 1410, Lenoir, NC 28645
Contractor's Name Contractor's Address

NC Contractor's License
Number 71862

Contractor's Federal ID Number or
SS# 45-4241426

I, the undersigned contractor, having familiarized myself with the requirements of the Old Lenoir High School Auditorium Construction Renovation Project, Specifications and Plans and understand the extent and character of the work to be done, propose to furnish all labor, materials and equipment necessary to accomplish successful completion as required in the project description for the sum of

One hundred & thirty-four thousand,
three hundred and sixty dollars - no cents (\$ 134,360.00)
Dollars.

I will commence the work on or before	<u>January</u>	<u>18</u>	<u>2022</u>
	Month	Day	Year
and will complete the work on or before	<u>April</u>	<u>22</u>	<u>2022</u>
	Month	Day	Year

Wilkie Construction Co. SE, LLC
Company Name

Deborah Wilkie
Authorized Signature

828-754-6431
Phone #

WRITE UP FOR:**CITY OF LENOIR SITE CDBG PROJECT (BID #2)**

Lenoir High School Auditorium Project Construction will be received by the Community Development Office of the city of Lenoir at () in the Mulberry Recreation Center located at 720 Mulberry St. SW, Lenoir, N.C. and then publicly opened and read aloud.

This project shall consist of:

1. General Painting & Repairs.

- a. The Painting of the Walls and Ceiling in the Entry Lobby and Main Lobby Area.**
- b. Roofing Repairs over the Entry Lobby.**
- c. Painting of the existing walls in the Stage Area.**
- d. Replacement of broken glass window panes in the Stage Area.**

2. New HV / AC change-out for the Existing Auditorium.

3. Conversion of existing Auditorium Lighting to LED.

(See Attached Pictures)

1. GENERAL CONTRACTOR:

a. Contractor shall repair Main Entrance Lobby Walls and Ceiling as required and Paint walls and ceiling with (2) coats of interior Latex enamel. It is the Contractors responsibility to determine if walls and ceiling are ready to paint in order to arrive at an acceptable finished paint job.

Co-ordinate new painting with the repair of the roof. Contractor shall Co-ordinate colors with owner from furnished samples.

COST_____

b. Contractor shall paint outside at the Main Entrance Lobby to include existing windows, ceilings, trim around doors and any other trim associated with this Lobby area. Paint shall be exterior latex to match existing trim color with a minimum 15 yr. warranty.

Areas to be painted shall be scraped, sanded and cleaned prior to painting. Re-caulk as required when painting is completed.

COST _____

c. Contractor shall remove the existing guttering above the **Main Entrance Lobby** and repair the existing membrane roof area without replacing the guttering if possible. The existing gutters are leaking and the water is getting into the Lobby walls and causing interior damage.

COST _____

d. Contractor shall repair Stage Area Walls as required and Paint with (2) coats of interior Latex enamel. It is the Contractors responsibility to determine if walls are ready to paint in order to arrive at an acceptable finished paint job. Contractor shall Co-ordinate colors with owner from furnished samples.

COST _____

e. Contractor Shall replace all broken window panes in the existing windows around the Stage area. Windows are all single pane. **(See attached pictures for location and orientation)**

COST _____

f. Contractor shall provide new Single Fixed Scissor Gates at (2) locations in the Lobby Area. One opening width shall be 5'-3" and the other opening width shall be 5'-5". Maximum height of Gates shall be 6ft. The Gates shall be as manufactured by "Todoos" or an equal. The owner shall approve the equal by another manufacturer. **(See attached Pictures for Location and orientation.)**

COST _____

g. Contractor shall replace the Wooden Double Doors going into the Balcony Area. The new doors shall be "**metal**" and match the existing doors in size and likeness as close as possible with respect to view glass, locks and Panic Hardware. Doors shall have a minimum 2 Hr. Rating. **(See attached Pictures for Location and orientation.)**

COST _____

2. HV / AC CONTRACTOR:

a. Contractor shall remove (2) HV/AC units that serve the existing Auditorium and Install new like size Outdoor Condensing units and Indoor Air Handler replacements. The Outdoor unit or units shall be provided with new Concrete Pad sized accordingly.

Provide (2) new Thermostats equal to " Honey Well 8000 " .

The existing Duct Work shall be re-used and tested for leakage as needed.
Contractor shall repair and reseal any seams for thermal as well as leakage as required.
Provide all electrical modifications needed for equipment replacement.

COST _____

3. ELECTRICAL CONTRACTOR:

a. Contractor shall convert **(6) existing 500 watt** incandescent lighting fixtures in the Auditorium to LED using triple port socket adapters for 150 w. LED bulbs. Bulbs shall be equal to **Keystone (KEYKT-LED20A21-0-E26-830)**.

Contractor shall provide Part # 286223 TOPLIMIT BOOT5JD2P2 3 in 1 Fixed position Lamp Adapter (Copper).

Provide new Mogul Porcelain Sockets with new wire leads to match existing.

Contractor shall also provide new Porcelain Mogul to Medium base Socket Adapters equal to Leviton LEV8681.

COST _____

b. Contractor shall convert **(4) existing 150 watt** incandescent lighting fixtures in the Balcony of the Auditorium to LED using **Keystone LED20A21-0-E26-830** lamps, 3,000 K E26 medium base 2,500 lumens. Contractor shall also change out the medium base Porcelain Socket with new wire leads to match existing.

COST _____

OLD LENOIR HIGH SCHOOL AUDITORIUM CONSTRUCTION RENOVATION

ADVERTISEMENT FOR BIDS

Sealed bids for the **Old Lenoir High School Auditorium Construction Renovation Project** will be received by City of Lenoir at 2:00 p.m. November 15, 2021 in the Mulberry Recreation Center located at 720 Mulberry Street SW, Lenoir, NC and then publicly opened and read aloud.

The project consist of renovation construction work at on the auditorium, auditorium entrance, auditorium lobby and auditorium bathroom facilities.

Bid packets may be picked up at Mulberry Recreation Center located at 720 Mulberry Street SW, Lenoir, NC 28645 or by contacting Kenny Story (828)757-2166 or Rick Oxford (828)514-9191 at the Western Piedmont Council of Governments, 1880 2nd Avenue NW, Hickory, NC 28601.

This project is funded with Community Development Block Grant (CDBG) funds. All applicable state and federal regulations regarding construction contracts will apply. All work must be in compliance with City of Lenoir and Caldwell County Building Code as well as ADA standards. Attention is called to the fact that the federal determined prevailing (Davis-Bacon) wage rates must be paid on this project which will be included in the bid packet. **Contract will require contractor's compliance with all federal Davis Bacon Wage requirements.**

The successful bidder shall be required to furnish evidence of liability insurance of at least \$100,000 and bodily insurance of at least \$300,000. The Contractor must have Workman Compensation insurance on all employees. Each bidder must be appropriately licensed in the State of North Carolina.

The City of Lenoir reserves the right to reject any and all bids, and to waive any defects and formalities in such bids. The City reserves the right to award the contract to the lowest responsive, responsible bidder which the City considers to be the best and most advantageous bid for the City.

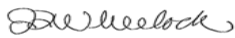
The City of Lenoir encourages small, minority, female, and local contractors to bid on this project. The City also promotes fair housing, is an equal opportunity employer, and encourages others to provide equal employment opportunities. Small and minority firms are encouraged to submit bids. The City encourages contractor to hire Section 3 (local residents) when hires are needed. Section 3 Businesses subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u (section 3) will be given preferences as regulated in HUD's 24 CFR part 135.

This information can be made available in Spanish or other languages upon request by contacting Kenny Story at 828-757-2166, TDD 711.

Esta información está disponible en español o en cualquier otro idioma. Por favor estar en contacto con Kenny Story a 828-757-2166, TDD 711.



CITY OF LENOIR
COUNCIL ACTION FORM

- I. **Agenda Item:** City staff request that City Council adopt an Order of Abatement directing staff to abate the minimum housing violations by vacating and securing the structures on the property at 706 Ridgecrest Dr.
- II. **Background Information:** Delayed maintenance and tenant-related damage to these duplexes units has resulted in the property declining to a deteriorated state. The owner has failed to address the minimum housing violations in a timely matter, as described in the attached background information. Staff seeks authorization from Council to move forward with the process to vacate and secure the property, until such time as the property sells and a new owner makes repairs, or the current owners make the repairs, or a period of one year has passed at which time staff may seek to do additional abatement in accordance with Sec. 10-34 of Lenoir's Minimum Housing Ordinance.
- III. **Staff Recommendation: Recommend adoption of the attached ordinance, directing staff to proceed with vacating and securing the structures.**
- IV. **Reviewed by:**
- City Attorney: _____
- Finance Director: _____
- Planning Director:  _____

AN ORDINANCE DIRECTING THE LENOIR HOUSING INSPECTOR TO CAUSE THE PROPERTY HEREIN DESCRIBED TO BE VACATED AND CLOSED AND FURTHER DIRECTING THAT A PLACARD BE POSTED ON THE MAIN ENTRANCE OF EACH UNIT INDICATING THEREON THAT IT IS UNFIT FOR HUMAN HABITATION AND THAT THE SAME MAY NOT BE OCCUPIED.

WHEREAS, The property at 706 Ridgecrest Drive is developed with two duplexes, for a total of four residential units on the subject property (addressed as 716-A Circle Drive, 715-B Circle Drive, 704 Ridgecrest Drive, and 706 Ridgecrest Drive), which have been the subject of numerous and ongoing neighborhood complaints for the past two years, *and*

WHEREAS, On September 30, 2021, the Lenoir Police Department served a search warrant at the above referenced property, where during the search officers observed substandard housing conditions including tenants living without water and/or power, possible use of a crawl space as a living area, manipulated meter boxes, and deteriorating conditions on the property, *and*

WHEREAS, the Minimum Housing officer held a hearing via teleconference with the owner on October 14, 2021, during which the violations were discussed, *and*

WHEREAS, Following the hearing, the Minimum Housing officer determined the units to be "Deteriorated" and ordered on October 21, 2021 that the violations be abated, or that the units be vacated and secured within 30 days, *and*

WHEREAS, the owner has failed to comply with the Housing Officer's Order to Abate the violations within the time prescribed, and has not taken the necessary actions to vacate and secure the property; *and*

WHEREAS, Sec. 10-33 of Lenoir's Minimum Housing Ordinance, "Failure to Comply with Order," states that "if the owner fails to comply with an order to repair, alter, or improve, or to vacate and closing the dwelling, the [Housing Inspector] may cause the dwelling to be repaired, altered, or improved, or to be vacated and closed, and the public officer may cause to be posted on...any dwelling so closed a placard with the following words: 'This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful.'" And further states, "the duties...set fourth in this subdivision shall not be exercised until the governing board shall have by ordinance ordered the [Housing Inspector] to proceed

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

Section 1. The Minimum Housing Inspector is hereby authorized and directed to place a placard at the main entrance of each dwelling with the following words:

"This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful."

The placards shall be placed on each of the four duplexes units located on **Parcel-ID 09**

- 716-A Circle Drive
- 715-B Circle Drive
- 704 Ridgecrest Drive
- 706 Ridgecrest Drive

Section 2. The Minimum Housing Inspector is hereby authorized and directed to proceed to vacate and secure the described above dwelling(s) in accordance with this Order, and in accordance with the City of Lenoir Minimum Housing Code.

Section 3. Any costs incurred to vacate and close the units shall be a tax lien on the real property.

Section 4. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall be likewise unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

Section 5. The owner shall have a period of one year to make the repairs, as originally ordered by the Housing Inspection. Units may be re-opened only after an inspection by the Housing Inspector.

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

Section 6. This ordinance shall become effective upon adoption.

Adopted this the 7th day of December 2021.

JOSEPH L. GIBBONS
MAYOR

ATTEST:

SHIRLEY M. CANNON
CITY CLERK

APPROVED AS TO FORM:

Timothy J. Rohr
CITY ATTORNEY

CITY MANAGER
SCOTT E. HILDEBRAN



CITY OF LENOIR
NORTH CAROLINA

MAYOR
Joseph L. Gibbons

CITY COUNCIL
J.T. BEAL
T.H. PERDUE
J.I. PERKINS
T.J. ROHR
D.F. STEVENS
C.D. THOMAS
B.K. WILLIS

October 7, 2021

Porter J Stallings
Winifred Stallings
C/O Brian Stallings
10902 Old Coach Rd
Potomac, MD 20854

Certified Mail: 7019 2970 0001 7097 2306

MINIMUM HOUSING VIOLATION AND HEARING NOTICE

To: **Porter J Stallings, Winifred Stallings, and Brian Stallings**, the owner(s) of property located at **706 Ridgecrest Dr.** (PIN: 2850615325) in the City of Lenoir, North Carolina.

Condition of the structure is determined as: **Deteriorated** ●
Dilapidated ○

City of Lenoir Code of Ordinance

Sec. 10-2. - Findings; purpose.

Sec. 10-3. - Responsibilities of owners and occupants.

Sec. 10-5. - Violations; penalty.

The Lenoir Police Department served a search warrant at the above-referenced property on September 30, 2021. During the search, officers observed substandard housing conditions including tenants living without water and/or power, possible use of a crawl space area as living quarters, manipulated meter boxes, and deteriorating conditions on the property. Pictures enclosed.

As the legal owner, you have **ten (10) days** to contact the City of Lenoir Housing Inspector to arrange for an inspection of all four units and to establish a hearing date and location that must be held within the specified timeframe.

All violations that are cited during the inspection must be abated. Abatement of the violations must be performed in a specified amount of time that will be determined after the inspection. The



inspector may order those dwelling units found to be in violation to be vacated and closed until repairs are completed.

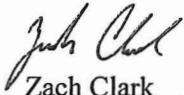
Stage of the investigation

Initial Investigation ●

Final Determination ○

Failure to comply will result in actions including, but not limited to, civil penalties, posting of the property as Unfit for Human Habitation, and/or city abatement, the cost of which will be added as a lien on the property. All questions about the violation or procedures to abate them will be addressed at the hearing.

Sincerely,



Zach Clark
Zoning and Housing Inspector
City of Lenoir Planning Department
Office: 828.757.2212
Cell: 828.394.9552

Sec. 10-2. - Findings; purpose.

(a) Occupied dwellings. The existence and occupation of dwellings that are unfit for human habitation are inimical to the welfare and dangerous and injurious to the health and safety of the citizens of Lenoir. A public necessity exists for the repair, closing, or demolition of such dwellings. It is hereby found that there exist in this city dwellings that are unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents, or other calamities, lack of ventilation, light or sanitary facilities, or due to other conditions rendering the dwellings unsafe or unsanitary, or dangerous or determinantal to the health, safety, morals, or otherwise inimical to the welfare of the residents of the city.

Sec. 10-3. - Responsibilities of owners and occupants.

(a) Public areas. Every owner of a dwelling containing two or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof. (b) Cleanliness. Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he occupies and controls. (c) Rubbish and garbage. Every occupant of a dwelling or dwelling unit shall dispose of all his rubbish and garbage in a clean and sanitary manner by placing it in the supplied storage facilities. In all cases the owner shall be responsible for the availability of rubbish and garbage storage facilities. (d) Supplied plumbing fixtures. Every occupant of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation of same. (e) Care of facilities, equipment, and structure. No occupant shall willfully destroy, deface, or impair any of the facilities or equipment, or any part of the structure of a dwelling or dwelling unit.

Sec. 10-5. - Violations; penalty.

(a) No owner of any dwelling or dwelling unit shall fail, neglect, or refuse to repair, alter, or improve the same, or to vacate and close and remove or demolish the same, upon order of the inspector duly made and served as provided in this chapter, within the time specified in the order, and each day that the failure, neglect, or refusal to comply with the order continues shall constitute a separate and distinct offense. No owner of any dwelling or dwelling unit, with respect to which an order has been issued pursuant to section 10-32 to occupy or permit the occupancy of the same after the time prescribed in such order for its repair, alteration or improvement or its vacation and closing, and each day that such occupancy continues after such prescribed time shall constitute a separate and distinct offense.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <u>PJS-</u> ☐ Agent ☐ Addressee	
1. Article Addressed to: Porter J Stallings Winifred Stallings C/O Brian Stallings 10902 Old Coach Rd Potomac, MD 20854		B. Received by (Printed Name) C. Date of Delivery	
2. Article Number (Transfer from service label) 7019 2970 0001 7097 2306		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
9590 9402 1452 5329 3826 57		3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☒ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☒ Return Receipt for Merchandise ☐ Collect on Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

7019 2970 0001 7097 2306

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and	\$
Sent To	
Street and Apt. No.	
City, State, ZIP+4	
Porter J Stallings Winifred Stallings C/O Brian Stallings 10902 Old Coach Rd Potomac, MD 20854	
PS Form 3800, April 2015 PSN 7530-02-000-0047 See Reverse for Instructions	

Postmark
Here

CITY MANAGER
SCOTT E. HILDEBRAN



CITY OF LENOIR
NORTH CAROLINA

MAYOR
Joseph L. Gibbons

CITY COUNCIL
J.T. BEAL
T.H. PERDUE
J.I. PERKINS
T.J. ROHR
D.F. STEVENS
C.D. THOMAS
B.K. WILLIS

October 21, 2021

Porter J Stallings
Winifred Stallings
C/O Brian Stallings
10902 Old Coach Rd
Potomac, MD 20854

Certified Mail: 7019 2970 0001 7097 2283

MINIMUM HOUSING VIOLATION AND ORDER TO ABATE

To: **Porter J Stallings, Winifred Stallings, and Brian Stallings**, the owner(s) of property located at **706 Ridgecrest Dr** (PIN: 2850615325) in the City of Lenoir, North Carolina.

Condition of the structure is determined as: **Deteriorated** ●
Dilapidated ○

City of Lenoir Code of Ordinance

Sec. 10-2. - Findings; purpose.

Sec. 10-3. - Responsibilities of owners and occupants.

Sec. 10-5. - Violations; penalty.

The following code violations have been determined: If further inspection is required, additional violations may be added.

The Lenoir Police Department served a search warrant at the above referenced property on September 30, 2021. During the search, officers observed substandard housing conditions including tenants living without water and/or power, possible use of a crawl space area as living quarters, manipulated meter boxes, and deteriorating conditions on the property.

The City was contacted by the property owner on Thursday, October 14, 2021. During the conversation, the minimum housing violations above were discussed as well as the abatement procedures. The violations must be abated within **30 days** of receiving this notice, or vacate and close the apartments. In order to abate the violations, a licensed plumber and electrician must



repair the power and water to each unit. Copies of all permits obtained for such work must be provided to the minimum housing inspector. In order for tenants to occupy the dwelling, all units must pass a final inspection for compliance with the minimum housing standards as specified by the City of Lenoir Code of Ordinance.

Stage of the investigation

Initial Investigation ☐

Final Determination ☒

Failure to abate the violations by, **Tuesday, November 23, 2021** will result in actions including, but not limited to, civil penalties, posting of the property as Unfit for Human Habitation, and/or city abatement, the cost of which will be added as a lien on the property. If you have any questions concerning the violations or the abatement process, please contact me.

Section 1-15 Civil and Criminal Penalties

- (c) Violation of any provision of this Code not corrected as provided in [this letter] shall subject the offender to a civil penalty in the amount of \$50.00 to \$500.00, in accordance with the citation schedule in subsection (e), to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within a period of 72 hours after being cited. The citation shall be in writing, signed by the authorized person issuing the citation, and shall be delivered in person or by mail to the offender.

(e) Civil Penalties Schedule

Violation of any provision of this ordinance shall subject the offender to civil penalties in the following amounts, as applicable. All Civil Penalties must be paid within 72 hours of receipt by the offender.

First Penalty	Second Penalty	Third Penalty	Fourth Penalty	Fifth Penalty	Sixth Penalty	Seventh Penalty	Eighth Penalty	Ninth Penalty	Tenth Penalty
\$50.00	\$50.00	\$50.00	\$100.00	\$100.00	\$100.00	\$250.00	\$250.00	\$250.00	\$250.00

* If violations continue to exist past the tenth penalty, subsequent penalties shall be \$500.00 each.

- (f) Unless otherwise specifically provided in this Code and authorized by state law, no single offense (as described in subsection (d), above) may be punished by a fine or civil penalty in excess of \$500.00.

Sincerely,



Zach Clark
Zoning and Housing Inspector
City of Lenoir Planning Department
Office: 828.757.2212
Cell: 828.394.9552

Sec. 10-2. - Findings; purpose.

(a) Occupied dwellings. The existence and occupation of dwellings that are unfit for human habitation are inimical to the welfare and dangerous and injurious to the health and safety of the citizens of Lenoir. A public necessity exists for the repair, closing, or demolition of such dwellings. It is hereby found that there exist in this city dwellings that are unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents, or other calamities, lack of ventilation, light or sanitary facilities, or due to other conditions rendering the dwellings unsafe or unsanitary, or dangerous or determinantal to the health, safety, morals, or otherwise inimical to the welfare of the residents of the city.

Sec. 10-3. - Responsibilities of owners and occupants.

(a) Public areas. Every owner of a dwelling containing two or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof. (b) Cleanliness. Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he occupies and

controls.(c)Rubbish and garbage. Every occupant of a dwelling or dwelling unit shall dispose of all his rubbish and garbage in a clean and sanitary manner by placing it in the supplied storage facilities. In all cases the owner shall be responsible for the availability of rubbish and garbage storage facilities.(d)Supplied plumbing fixtures. Every occupant of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation of same.(e)Care of facilities, equipment, and structure. No occupant shall willfully destroy, deface, or impair any of the facilities or equipment, or any part of the structure of a dwelling or dwelling unit.

Sec. 10-5. - Violations; penalty.

(a)No owner of any dwelling or dwelling unit shall fail, neglect, or refuse to repair, alter, or improve the same, or to vacate and close and remove or demolish the same, upon order of the inspector duly made and served as provided in this chapter, within the time specified in the order, and each day that the failure, neglect, or refusal to comply with the order continues shall constitute a separate and distinct offense. No owner of any dwelling or dwelling unit, with respect to which an order has been issued pursuant to section 10-32 to occupy or permit the occupancy of the same after the time prescribed in such order for its repair, alteration or improvement or its vacation and closing, and each day that such occupancy continues after such prescribed time shall constitute a separate and distinct offense.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X ☐ Agent ☐ Addressee	
1. Article Addressed to: Porter J Stallings Winifred Stallings C/O Brian Stallings 10902 Old Coach Rd Potomac, MD 20854		B. Received by (Printed Name) C. Date of Delivery	
2. Article Number (Transfer from carrier label) 7019 2970 0001 7097 2283		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
9590 9402 2638 6336 0809 82		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☒ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

7019 2970 0001 7097 2283

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Post
\$

Sent To

Street and

City, State,

Porter J Stallings
Winifred Stallings
C/O Brian Stallings
10902 Old Coach Rd
Potomac, MD 20854

10-21-21
Postmark
Here

CITY MANAGER
SCOTT E. HILDEBRAN



CITY OF LENOIR
NORTH CAROLINA

MAYOR
Joseph L. Gibbons

CITY COUNCIL
J.T. BEAL
T.H. PERDUE
J.I. PERKINS
T.J. ROHR
D.F. STEVENS
C.D. THOMAS
B.K. WILLIS

November 29, 2021

Porter J Stallings
Winifred Stallings
C/O Brian Stallings
10902 Old Coach Rd
Potomac, MD 20854

Certified Mail: 7019 1640 0001 3421 5048

**RE: Minimum Housing Determination
706 Ridgecrest Dr, NC 28645
NCPIN: 2850615325**

This letter has been sent to inform you that you failed to comply with an order of the housing inspector to abate minimum housing violations at 706 Ridgecrest Dr within 30 days of October 21, 2021.

Upon failure of the owner of the deteriorated dwelling to comply with an order of the inspector within the time specified therein, the inspector may submit to the City Council an ordinance ordering the inspector to cause such dwelling to be removed or demolished, as provided in the original order of the inspector. The amount of the cost of vacating and closing, or removal or demolition caused to be made or done by the inspector shall be a lien against the real property upon which such cost was incurred. Such lien shall be filed, have the same priority, and be enforced and the costs collected as the lien for special assessment.

This letter is to inform you that the housing inspector has submitted an ordinance to City Council, as described above. The City Council will consider this ordinance for adoption at the December 7, 2021 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir at 6 PM.



Sincerely,

A handwritten signature in black ink, appearing to read 'Zach Clark', with a stylized, cursive script.

Zach Clark
Zoning and Housing Inspector
City of Lenoir Planning Department
(828) 757-2212

7019 1640 0001 3421 5048

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage

\$

Sent To

Street and Apt

City, State, ZIP

Porter J Stallings
 Winifred Stallings
 C/O Brian Stallings
 10902 Old Coach Rd
 Potomac, MD 20854

Postmark
 Here

PS Form 3800, April 2015 PSN 7530-02-000-9047

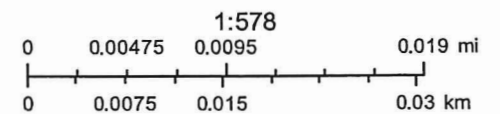
See Reverse for Instructions



This map is NOT of land survey quality and is NOT suitable for such use.

Owner	STALLINGS J PORTER STALLINGS WINIFRED C/O BRIAN STALLINGS POTOMAC, MD 20854	Deferred Val	\$
		Assessed Val	\$139,300
		Calc Acreage	0.3973004
		Land Units	91 (FF)
Acct Number	27509	Legal Desc	0332/0261 1957 0.00
Parcel ID	09 58 4 18A	Plat Ref	/
NCPIN	2850615325	Property Addr	706 RIDGECREST DR

Caldwell County



December 1, 2021

Owner: Porter J Stallings
 Winifred Stallings
 Brian Stallings
 Property: 706 Ridgecrest Dr
 NC Pin No. 2850615325
Minimum Housing Violation Timeline

<u>Date</u>	<u>Description</u>
October 7, 2021	Lenoir Police Department executed a search warrant at the property in early October. During the search warrant, multiple minimum housing violations were witnessed and photographed. Multiple units didn't have power or water. It appears that someone was living in the crawl space and some of the units were stealing power. The initial minimum housing letter was mailed to the owners on this date. Two copies of the letter were mailed one first-class and one certified mail. The initial minimum housing letter requested that the property owner contact the housing inspector to set up a time for an onsite hearing to discuss the housing violations and abatement procedures. Pictures of the violations were also mailed to the owners. I was contacted by Brian Stallings on 10/13/2021. We discussed the violations and the abatement procedures. Mr. Stallings expressed that his property manager had been withholding information regarding the overall condition of the property. He said that he wants to sell the units and has already hired a real estate agent to list the property. They had an appraisal of the property performed in the summer in preparation for sale. I told Mr. Stallings that he would need to go ahead and hire a licensed electrician and plumber to abate the violations while the property is prepared to be listed. He agreed to make the arrangements to have the power and water fixed. Certified Mail No. 7019 2970 0001 7097 2306
October 21, 2021	Final minimum housing determination letters were mailed to the property owner on this date. Two copies of this letter were mailed one first-class and one certified mail. The order to abate notice was mailed to property owners on this date. The abatement notice directed the owners to repair power and water to all units and secure the crawl space. Certified Mail No. 7019 2970 0001 7097 2283
November 23, 2021	The owner failed to abate all of the violations by this date. I met onsite with the property manager and some of the violations were still present. One of the units was stealing water from a neighboring unit. The crawl spaces were unsecured and some trash/debris was around the rear of the property.
November 29, 2021	A final notice was mailed to the owner informing them that an ordinance for vacating and securing the dwellings at 706 Ridgecrest Dr would be submitted to the City of Lenoir City Council on Tuesday, December 7, 2021. Two copies of the letter were mailed one first-class and one certified mail. Certified Mail No. 7019 1640 0001 3421 5048