



AGENDA

**CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, FEBRUARY 20, 2024
6:00 P.M.**



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Special Recognition: On behalf of City Council, Mayor Gibbons will honor and recognize Public Services Director Radford L. Thomas upon his retirement from the City of Lenoir effective March 1, 2024.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, January 23, 2024 as submitted.
- B. Public Hearing Request; Ordinance Amendments: Staff recommends City Council call for a public hearing to be held on Tuesday, March 5, 2024 to consider ordinance amendments relating to Chapter 9 (Flood Damage Prevention) of the Lenoir Code of Ordinances. Note: The Planning Board is not required by current law to review these changes, as this chapter does not change any of the zoning requirements for the City.
- C. Resolution of Intent; Lease of City Property: Approval of a Resolution of Intent for the Lease of City Property for a Term of Ten Years to Bernhardt Transportation, LLC and Authorizing Staff to Initiate Public Notice Requirements. The City Council is considering a lease of the Property described on the Council Action Form included in the agenda packet to Bernhardt Transportation, LLC upon the terms and conditions set forth herein and described in the attached lease, and authorizes the City Manager or his Designee, to execute all instruments necessary for City Council consideration of the lease.
- D. Resolution; Radford Thomas: Approval of the resolution in honor and recognition of Public Services Director Radford Thomas upon his retirement from the City of Lenoir effective March 1, 2024.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

- A. Items of Information
 - 1. City Council will conduct a Budget Retreat on Friday, February 23 at 8:00 a.m. at the J. E. Broyhill Civic Center.
 - 2. The Planning Board will meet on Monday, February 26 at 5:30 p.m.

2. The Planning Board will meet on Monday, February 26 at 5:30 p.m.
3. The Committee of the Whole will meet on Tuesday, February 27 at 8:30 a.m. at City Hall, Third Floor.
4. The Foothills Regional Airport Authority will meet on Wednesday, February 28 at the airport facility.

B. Items for Council Action

1. Authorize the City Attorney and City Manager to proceed with executing the necessary documents to satisfactorily acquire:
#1-a 0.235748-acre lot (NCPIN#2749655863, Parcel ID 06-13-3-21) located on College Avenue from College Avenue Baptist Church. The church owns 9/10th of the parcel, with all heirs but one signing over their interest in the lot. It is anticipated that the balance of the parcel can be acquire for \$1,000.

#2-a 0.234321-acre lot (NCPIN 2749656730, Parcel ID 06-13-3-22 located on Spainhour Street from College Avenue Baptist Church.

The total purchase for both parcels will not exceed \$11,200. The City anticipates the properties will be used for public parking. Note: Additional background information is available on the Council Action form included in the agenda packet.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

Resolution Honoring Radford L. Thomas

WHEREAS, Radford Thomas began serving as the Public Utilities Director for the City of Lenoir on August 8, 2011, where he oversaw operations of the City's water and wastewater systems, and he was promoted to Public Services Director in July 2022, where he was responsible for managing the City's Public Utilities and Public Works Departments; and

WHEREAS, Radford, a graduate and proud supporter of Appalachian State University, previously served as Manager for several North Carolina towns including Denton, Scotland Neck, Newton, Eden, and Marshville, as well as managing two nonprofits; and

WHEREAS, in addition to his duties with Lenoir, Radford also served as a member of the International City/County Management Association (ICMA) and North Carolina City/County Management Association, as a City representative to the Catawba Wateree Water Management Group, and member on the City of Lenoir's Customer Service Team, and obtained certifications in water distribution and wastewater collections, graduated from the UNC School of Government Public Executive Leadership Academy (PELA) in 2012, and completed ICMA's Gettysburg Leadership Institute in 2014; and

WHEREAS, in 2015, Radford spent two weeks in Timor Leste (East Timor) representing the City of Lenoir and ICMA as part of an exchange and fellowship program sponsored by the US State Department and ICMA; and

WHEREAS, during his tenure as Department Director, Radford oversaw many projects and improvements to the City's water and wastewater systems including renovations to the Gunpowder Creek and Lower Creek wastewater treatment plants; replacement of more than 20,000 feet of sewer line; improvements to the George L. Bernhardt, Sr., Lake Rhodhiss Water Treatment Plant including two new filters, a new chemical storage building, and a mechanical pre-treatment unit; implemented the Advanced Metering Infrastructure (AMI) project; began planning for the Lenoir/Valdese Water Interconnection project and Finley Area Water System Improvements; and oversaw the EPA Brownfields program for the City; and

WHEREAS, Radford Thomas has announced his retirement effective March 1, 2024, with more than 36 years of public service, including 26 years in local government, to the citizens of Lenoir and North Carolina.

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

BE IT FURTHER RESOLVED, that Council and I extend our sincere appreciation and deep gratitude for his faithful and outstanding service and many contributions to the betterment of our City.

THIS, the 20th day of February 2024.

SEAL

Joseph L. Gibbons
Mayor



**COMMITTEE OF THE WHOLE
POLICE DEPARTMENT TRAINING
ROOM
TUESDAY, JANUARY 23, 2024
8:30 A.M.**

Present: Mayor Joe Gibbons, Jonathan Beal, Todd Perdue, Ralph Prestwood, Kimmie Rogers, Crissy Thomas and Mayor Pro-Tem David Stevens.

Absent: Councilmember Ike Perkins.

Staff Present: City Manager Scott Hildebran, City Clerk Shirley Cannon, Finance Director Donna Bean, Public Services Director Radford Thomas, Public Works Operations Manager Jon Hogan, Public Utilities Operations Manager Jeff Church, Downtown Event Coordinator Matthew Anthony, Kaylynn Horn, Economic & Main Street Director, Parks & Recreation Director Phil Harper, Fire Chief Norman Staines, Police Chief Brent Phelps, Police Major Andy Wilson and Communications Director Joshua Harris.

ABC Board members present were Jerry Brooks, Dr. Jon Tye, Steven Stewart and Mike Suddreth.

I. Mayor Pro-Tem David Stevens welcomed everyone and called the meeting to order.

- II. ABC Audit: Jerry Brooks, ABC Board Chair stated both ABC stores had a busy year resulting in record sales along with their highest distribution on record to the City of Lenoir in the amount of \$550,000. Mr. Brooks said he was very proud of this accomplishment. In addition, he stated the Board distributed \$63,285 to the Caldwell County School system and their change in net position was \$20,571.

Mike Suddreth, General Manager reviewed their current assets and liabilities and noted there were increases in all accounts plus they did not experience any issues. Their total gross sales were \$5,414,562 with gross profits of \$1,354,108. Mr. Suddreth verified the ABC Board is a participating employer in the statewide Local Governmental Employees' Retirement System (LGERS). In addition, he reported they hired one full-time position.

Mr. Brooks further reported that in 2022 their interest on investments was \$241 and in 2023 it was \$4,994. He reviewed their distribution of income for education as required by the state as follows:

Law Enforcement-City of Lenoir	\$27,188
Alcohol Education – 7% to three entities:	
Caldwell House	\$25,483
City DARE Program	\$ 8,584
County DARE Program	<u>\$ 3,997</u>
	\$38,064

In addition, Mr. Brooks stated they met the working capital minimum amount of \$161,000 as required by the Alcoholic Beverage Control law and reiterated there were no budget violations.

On behalf of City Council, Mayor Gibbons thanked Mr. Brooks and Mr. Suddreth for the great report.

III. Citizen Comments

A. There were no citizen comments presented at this time.

IV. Committee Items:

- A. Update; Public Services: Radford Thomas, Public Services Director stated Public Utilities Operations Manager Jeff Church and he are currently working on the Capital Improvements Projects (CIP) for Public Utilities for the upcoming budget meeting. Director Thomas also shared the Western Piedmont Council of Governments (WPCOG) has made revisions to the BRIC grant. The Quarterly Reports for October, November and December were presented to City Council as information.
- B. Public Utilities Operation Manager Jeff Church presented updates on the following items:
1. **Mueller Meter Project Update:** There are approximately 480 remaining meter pending firmware updates that will be replaced as RMAs with new RDMs. These meters are scheduled for shipment by February 1, 2024. Fortiline will conduct the meter replacements.
 2. **Lenoir-Valdese Interconnect Project:** Design contract approved at last night's Council meeting.
 3. **Crossroads Sewer Project:** The project closeout meeting with NCDEQ was held on January 18, 2024. The final closeout documents are to follow in the near future.
 4. **Finley Water Project:** The geotechnical data will be evaluated and compared with previous borings over the coming weeks and the geotechnical engineer will submit the final report of geotechnical recommendations for the tank design. The proposed water system pressures are being compared with the water line plans.
 5. **Freeze and Nichols (FNI) Lead and Copper Inventory Project:** FNI will present a draft website at the January Committee of the Whole meeting. Bids are being received through 1/15/24 for a contractor to conduct service line identification. An initial Scope of Work was submitted in November 2023 and is scheduled to be approved in February 2024. Once approved, the City staff will recommend contractors to assist in performing field inspections.
 6. **Rhodhiss Flashmix Basin Repairs Project:** The bid opening was held on January 4, 2024 for the Rhodhiss Flashmix Basin Repairs Project. The unofficial low bid is from Fryessinet Company for \$844,051.50 and Staff is waiting on a recommendation letter from McGill.
- C. Public Works Operations Manager Jon Hogan presented the following update:
1. **Freeze and Nichols, 1003 Pennell St. Phase 1 Stormwater:** Survey was completed and received on 12/8, Site visit was conducted 1/08/2024. Currently Modeling culvert, tributary, and Zack's Fork Branch for 25 year storm event.

Upcoming events include Finalizing ECA (Existing Condition Assessment) and modeling 25 year storm event with existing system and developing concept plans. Schedule calls for Concept deliverables on 2/23/24.

2. **LFD Infrastructure Repair (Sinkhole):** WK Dickson is finalizing plans (Should have 100% this week). Water and Sewer permits are being submitted. Waiting to hear back from Golden Leaf about funding in February. Still looking to let for bid in early February.
3. **Hospital Avenue Sidewalk Project:** Utility relocation is still being completed, AT&T and PNG. Bid date was pushed forward due to additional funds. Project still scheduled to let in February.
4. **Greenway; Google Connection, HWY 18 Crossing and PED Counts:** Mattern & Craig has completed a design bid package for all remaining connectors that we hope to get out to bid in the next week. Hwy 18 Crossing Engineering report has been submitted to NCDOT for recommendations and approved crossing measure. Hope to design and bid this out in spring.
5. **Smith Crossroads Gateway Sign:** Sign is 98% Complete, awaiting Duke Energy to install service.
6. **23-02 N.C. Forest Service Urban and Community Forestry Financial Assistance Award - Tree Canopy Cover Assessment:** City parcel spreadsheet has been submitted to Forestry Service and PlanIT Geo, Cost share agreements have been signed and submitted. Meeting with WPCOG to discuss 8th grade planting project.

V. Community Development

- A. Lenoir Business Advisory Board: The Lenoir Business Advisory Board met on Thursday, January 11, 2024 Minutes of the November 9, 2023 meeting were submitted as information.

DLR Group presented their final draft of the Downtown Lenoir Master Plan and the final plan presentation and potential adoption is scheduled for the February 6, 2024 City Council meeting.

Economic & Main Street Development Director Kaylynn Horn reported that LBAB approved two facade grants for projects located at 128 Main Street (Pour House location) and 914 West Ave (Service League location). The Downtown Lenoir Development Alliance is working on a loyalty app program for Downtown businesses to engage customers and drive traffic. Building & Maintenance and Matthew are creating a map to locate all of the holiday decor for future placement of each piece, including all the trees, as all are dependent on their unique power source. She stated that Mayor Gibbons and Mr. Hildebran also updated the Board on the City's current projects and events.

Next, Director Horn shared they were continuing to work with a firm in Hickory on the submitted design of the clock tower and mentioned there were 27 tiles available for purchase. Matthew Anthony said three new tile workshops are being scheduled.

- B. Lenoir Tourism Development Authority: The Lenoir Tourism Development Authority met on Thursday, January 4, 2024. Minutes of the November 2, 2023 meeting were submitted as information. Kaylynn Horn, Economic & Main Street Development

Director along with Downtown Community Engagement Coordinator Matthew Anthony presented a report of current projects. Downtown Event Coordinator Anthony also distributed a magnet to everyone that listed all of the City's downtown events on it.

- C. Planning Board: The Planning Board will conduct a work session on Monday, January 22, 2024. Hannah Williams, Planning Director, presented the following report. She stated Bob Teague was working on obtaining his Statewide Zoning Certification. In addition, Director Williams reported the Caldwell Arts Council has been purchased by a company that has an interest in opening a small funeral home/crematory. A brief discussion was held regarding parking should the project move forward.

Additional information given included the following:

- former bank building on Mulberry Street has been purchased.
- staff is conducting mobile home inspections
- UNC Healthcare has two new projects (expansion of pharmacy)
- apartments by Bo's will be by-right due to zoning (senior apartments planned)

- D. The Parks and Recreation Advisory Board did not meet in January. Phil Harper, Parks & Recreation Director presented the following updates:

Maintenance

- Assisting at MLK Center with set up and breakdown of holiday events.
- Assisting with the cleaning of the facility.
- Continuing to work on cleanup of the storm from several weeks ago.

MLK Center

- 2nd annual Freedman Cultural Center Christmas Party attendance of 200+.
- Santa Claus is coming to town 12/21 attendance of 190 kids & 20 volunteers
- 100+ parents
- MLK Breakfast 1/13/24 120 attended - MLK Gospel Singing 1/14/24 130 attended -MLK Memorial March 1/15/24 120 attended -MLK working on events for Black History month in February

Aquatic Fitness Center

- Opening of outdoor pool scheduled for 5/25/24
- Leprechaun Leap Rack scheduled for 3/16/24 10:00 a.m. Greenway Entrance off of Powell Road.
- Indoor pool remains busy with all the HS practicing in the evening from 3:30 p.m. – 6:00 p.m.

Mulberry Recreation Center

- Easter Egg Hunt 3/23/24 10:00 a.m.
- Last Blood Mobile Drive 1/2/24 20 donors/goal was seventeen
- Youth Basketball & Spring Cheer season is underway beginning on 1/22/24 in

the evenings on, Tuesday, and Thursday & occasionally on Saturdays. Games are played at MLK and Mulberry Recreation Centers.

- Pickleball is now very popular in the mornings at both MLK and Mulberry in the gyms from 9:30 a.m. – 12:30 p.m.

V. Finance and Administration

- A. Sanitation Division; Restructure/Job Descriptions: Finance Director Bean reviewed the job descriptions and general statement of duties for a Streets and Solid Waste Division Superintendent, Streets Assistant Superintendent and for a Solid Waste Assistant Superintendent.

A copy of all of the proposed job descriptions are available in the Finance Director's office.

The Streets and Solid Waste Division Superintendent will perform responsible, technical, managerial, administrative and supervisory work in the maintenance, repair activities, planning, organizing and directing of the Streets and Solid Waste Division.

Director Bean explained the restructure would help the City improve and be more efficient. In addition, Director Bean reviewed the job duties for a Solid Waste Assistant Superintendent and the Streets Assistant Superintendent.

Further, Director Bean recommended revising the job description for the Labor Supervisor for the Streets Division and Solid Waste.

Public Works Operations Manager Jon Hogan also explained how the restructure would work and stated these positions would become effective today following approval by City Council. He pointed out that staffing continues to be an issue.

Motion

Following a brief discussion and upon a motion by Councilmember Perdue, City Council voted 6 to 0 to approve the Streets and Solid Waste Division Superintendent, Solid Waste Assistant Superintendent, Streets Assistant Superintendent, Labor Supervisor Street Division, and Labor Supervisor Solid Waste Division as described above and as recommended by Finance Director Bean and Public Works Operations Manager Jon Hogan.

- B. December Financial Summary: Director Bean reviewed the Financial Summary as of December 30, 2023. The over/under balance in the General Fund is \$3,789,817.96, Downtown District (\$133,707.09) and Water & Sewer Fund \$1,318,090.74.

A copy of the December Financial Summary is attached to these minutes as information.

Director Bean stated all of the financials are on target and are where she anticipated them to be at this time.

- C. Update; Bernhardt Lease Proposal: City Manager Hildebran presented an update of the Bernhardt Lease Proposal. He explained the City has historically (30+ years) leased a portion of the Public Services Facility property located at 510 Greer Circle to Bernhardt Transportation, LLC for their maintenance garage facility.

Mr. Hildebran stated Bernhardt officials are asking the City to consider a ten-year lease term but pointed out the City's concern is space. Bernhardt's current lease expires December 31, 2024. A Resolution of Intent and Lease Agreement will be placed on the February 20 Agenda for City Council's consideration of approval of Bernhardt's request for a ten-year lease.

- D. Bids; City Hall Restroom Renovations: Staff recommends City Council award the low bid for the City Hall restroom renovations to Precision contracting Company for the sum of \$88,774.00. Purchasing and Risk Manager David Coffey stated Building Maintenance Superintendent Duke Moore and he met with four contractors and reviewed the renovation project to make the restrooms ADA compliant.

Mr. Coffey shared the City only received two bids and one no bid and recommends approval of the low bid of Precision Contracting in the amount of \$88,774.00. (A copy of the bid tabs are attached to these minutes as information.)

Motion

Upon a motion by Councilmember Crissy Thomas, City Council voted 6 to 0 to award the low bid in the amount of \$88,774.00 to Precision Contracting Company as submitted and as recommended.

- E. Update; Public Communications: Joshua Harris, Public Information Officer, stated he was currently working on several stories including the wayfinding signs project.

VI. Public Safety

- A. Update; Police Department: Brent Phelps, Police Chief, presented the following report: He commended Major Andy Wilson and Captain Couby Stilwell along with the building maintenance staff for their hard work on the renovation of the training room. The 4th Quarterly report was not submitted due to a software issue that has been resolved by IT. The report will be submitted in the February agenda packet. This month the Police Department (PD) submitted the required paperwork to NC Training and Standards. PD is still working to fill several openings. There are five openings currently in patrol. At the start of January, PD has placed the last two SRO's at Valmead and Davenport Elementary. All schools inside the City has an assigned School Resource Officer (SRO.) Command Staff is currently working on Budget Preparations.
- B. Update; Fire Department: Norman Staines, Fire Chief presented the following report:
1. Fourth Quarterly Reports (October, November & December): Fire Chief Staines stated the fourth quarterly reports were included in the packet and asked if anyone had any questions. He presented the following update on current projects:

- Fire Department will have its 5 year "Heavy Rescue" inspection on Tuesday, January 30th.
- Fire Department is continuing the transitioning from Emergency Report to ESO (Reporting Software).
- Fire Department is awaiting smoke detectors from American Red Cross. These will be installed as requested by our citizens.
- Fire Department staff is working on budget/priority planning for 2024-25.

VII. OTHER

- A. Sister Cities: Councilmember Jonathan Beal shared at the National League of Cities conference in the fall of 2022, he met individuals who are involved with the Sister Cities program. He reviewed a handout that listed what the obligations of the City of Lenoir and other parties would be should City Council choose to participate in an agreement for a Ukraine Sister City Project. City Attorney Rohr and Mr. Hildebran have reviewed the agreement which doesn't include any financial obligation from the City of Lenoir. Additional information may be discussed in the future regarding this issue. (A copy of the handout is attached to these minutes for reference.)

Mayor Gibbons also shared that Honorary Consulate Estonia Luckadoo is available at the Appalachian State facility in Hickory.

- B. February Calendar: The calendar for the month of February was provided in packet as information listing committee meetings and upcoming events.

VIII. ADJOURN

- A. There being no further business, the meeting was adjourned at 10:34 a.m.

Attachments

December Financial Summary

Bid Tab for City Hall Restrooms

Agreement for Ukraine Sister City Project



**City of Lenoir
Financial Summary
As of 12/31/2023**



General Fund					
	2023-2024 Budget	12/31/2023	% of Budget	Change from Previous Year	12/31/2022
Total Revenue	\$ 22,066,505.00	\$ 14,680,155.82	67%	\$ (93,860.50)	\$ 14,774,016.32
Expenditures	\$ 22,066,505.00	\$ 10,890,337.86	49%	\$ 594,404.49	\$ 10,295,933.37
Over/Under	\$ -	\$ 3,789,817.96		\$ (688,264.99)	\$ 4,478,082.95
Downtown District					
	2023-2024 Budget	12/31/2023	% of Budget	Change from Previous Year	12/31/2022
Revenues	\$ 236,900.00	\$ 35,760.32	15%	\$ 2,188.63	\$ 33,571.69
Expenditures	\$ 236,900.00	\$ 169,467.41	72%	\$ (45,819.95)	\$ 215,287.36
Over/Under	\$ -	\$ (133,707.09)		\$ 48,008.58	\$ (181,715.67)
Water/Sewer Fund					
	2023-2024 Budget	12/31/2023	% of Budget	Change from Previous Year	12/31/2022
Revenues	\$ 10,726,980.00	\$ 5,615,106.16	52%	\$ 226,521.31	\$ 5,388,584.85
Expenditures	\$ 10,726,980.00	\$ 4,297,015.42	40%	\$ 640,071.05	\$ 3,656,944.37
Over/Under	\$ -	\$ 1,318,090.74		\$ (413,549.74)	\$ 1,731,640.48

Precision Contracting Co.
1761 Morris Creek Rd.
Granite Falls, NC 28630
Office (828) 759-3994 Mobile (828) 217-1879
Unlimited License #64428
dgray@steelconbuilders.com

To: City of Lenoir
801 West Ave.
Lenoir, NC

September 14, 2023

Attn: Duke Moore
Building Maintenance Dept.

Re: City Hall Building
Existing 8 Toilet Rooms Renovation

Dear Sir:

Per your request, see the following proposal and scope of work.

Demolition

1. In each room we will remove all hard tile, plumbing fixtures, toilet accessories, toilet partitions, electric heaters, acoustical ceilings and light fixtures.
2. All debris will be removed from site. We will protect existing areas and clean-up on a daily basis.

New Work

1. New current style porcelain tile on floors and wainscot to match existing layout.
2. Paint all walls and door frames.
3. Install new acoustical ceilings and LED light fixtures.
4. Each room will have new ADA compliant water closet and wall mounted hand sink. Each water closet will have ADA grab bars. All hand sinks will have new mirrors. Per ADA regulations, rooms will not have partition walls.
5. We will reuse the exhaust fan ductwork and install new exhaust fans; except for the basement rooms. These existing rooms don't have exhaust vents. Upon further investigation after the ceilings are removed, we can determine the option for new fans in these rooms.
6. All existing doors and hardware will remain. We will revise the door swing of Basement Women's Room. The existing windows and slate sills will remain in Women's room on 2nd and 3rd floors.
7. All material, labor, equipment, clean-up, supervision and complete insurance package. Work is based on regular weekday periods.

Total Cost of \$ 88,774.00

Exclusions: Cabinets, A/C work, work only inside toilet rooms.

Alternate for Electric Heaters

1. These existing rooms have heaters: 1st Floor Men and Women have one each, 2nd and 3rd Floor Women have two each. We have discussed the need of these heaters in new rooms. For your review, the cost of each new semi-recessed heater is \$1,108.00 each.

Thank you for the opportunity of this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "David Gray", with a stylized flourish extending from the end.

David Gray



Quote

Swanson Construction Services L.L.C.

Daily quote: Jesus said, Don't let your hearts be troubled. Trust in God, and trust in me. JOHN14:1

DATE:10/10/2023

4323 Leger Rd, Valdese NC 28690
 Phone 828 851.6489
 SwansonConstructionService@gmail.com
 Licensed General Contractor # 80859

City of Lenoir
 801 West Ave. NW
 Lenoir NC 28645
 Duke Moore - contact

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
West Swanson	801 west avenue Lenoir	MATERIAL DEPOSIT, REMAINDER DUE AT INVOICE	N/A

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
8	Restroom renovation / 6 will be ADA Accessible basement and first floor will have two ADA compliant unisex	20,262.48	162,099.84
	New restroom fixtures include ADA height toilets, sinks with touchless faucet, grab bars, touchless paper towel dispensers, LED lighting, new drywall, 2 coats satin finish wall latex paint, use of existing doors with privacy signage locks per restroom, accoustical		
	Allowance of \$5.01 sq ft for floor tile and 4' of wall tile in each bathroom		
SUBTOTAL			
SALES TAX			
TOTAL			\$162,099.84

Quotation prepared by: (West) Shannon Swanson

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

To: Moore, Duke <dmooore@CI.LENOIR.NC.US>

Subject: Bathrooms Remodel

Duke and City Members of Lenoir

Due to the rising cost of building materials and plumbing supplies there is not a true estimate, that anyone could quote. The cost continues to change, sometimes weekly or even monthly. However, this also doesn't cover what could be hidden behind the walls and floors. There are so many variables that cannot be seen, for this reason, you can't give a true estimate.

Just want to be up front with you.

And for all the reasons above I cannot give a bid on this job.

Thank you to the town for considering me for the job.

Thank you,

Mike Simmons Construction, LLC



МЕМОРАНДУМ ПРО СПІВПРАЦЮ МІЖ МІСТОМ ЛЕНУАР (штат ПІВНІЧНА КАРОЛІНА, США) ТА МІЖГІРСЬКАОЮ СЕЛИЩНОЮ РАДОЮ ЗАКАРПАТСЬКОЇ ОБЛАСТІ, УКРАЇНА

Сторони. Місто Ленуар, знаходиться за адресою: Ленуар Сіті Холл, вулиця Західна, 801, штат Північна Кароліна, США в особі мера Джозефа Гіббонса, та Міжгірська селищна рада Закарпатської області, знаходиться за адресою: вулиця Шевченка 77, Міжгір'я, Закарпатська область, Україна в особі селищного голови Василя Щура (далі - **Сторони**) уклали цей меморандум про співпрацю (далі – **Меморандум**).

ПРЕДМЕТ МЕМОРАНДУМУ

Сторони погоджуються розвивати економічне, культурне та туристичне співробітництво, обмін досвідом, зміцнювати дружні зв'язки та, у разі необхідності, допомагати одна одній шляхом надання фінансової, благодійної та гуманітарної допомоги.

СФЕРИ МЕМОРАНДУМУ

Напрямки співпраці: економіка, муніципальні послуги, енергетика, освіта, культура, соціальна сфера, розвиток медицини, гуманітарна допомога.



COOPERATION AGREEMENT BETWEEN THE CITY OF LENOIR, NORTH CAROLINA, UNITED STATES AND MIZHHIRIA SETTLEMENT COUNCIL OF ZAKARPATTIA OBLAST, UKRAINE

Parties. City of Lenoir, located at Lenoir City Hall, 801 West Ave. NW, Lenoir NC, represented by its Mayor Joseph L. Gibbons, and Mizhhiria Settlement Council of Zakarpattia Oblast (Ukraine), located at Mizhhiria Settlement Council, 77 Shevchenko Str, Mizhhiria, Zakarpattia Oblast, represented by its Mayor Vasyl Schur (hereinafter referred to as the **Parties**) have entered into the following cooperation agreement (hereinafter referred to as the **Agreement**).

SUBJECT OF THE AGREEMENT

The Parties agree to develop economic, cultural and tourism cooperation, to strengthen friendly relations and, where appropriate, to assist each other through mutually beneficial support and charitable/humanitarian assistance in accordance with their mutual interests.

AREAS OF THE AGREEMENT

Areas of cooperation: economy, public services, energy, education, culture, social services, medical and healthcare, and humanitarian aid.

ЗОБОВ'ЯЗАННЯ СТОРІН

Сторони зобов'язуються у співпраці з місцевими органами влади створити сприятливі умови для:

1. Розробці спільних проектів та обміну кращими практиками у сферах, що охоплюються **Меморандумом**;
2. Організації спільних заходів та робочих зустрічей;
3. Обміну делегаціями відповідних муніципалітетів, неурядових організацій та ділових людей;
4. Розвитку дружніх зв'язків між громадянами двох муніципалітетів, зокрема між делегаціями в галузі мистецтва і культури, а також обміну учнями, студентами, спортсменами та іншими делегаціями;
5. Обміну інформацією про історію та життя громад (наприклад, фотографіями, аудіо та відео матеріалами) та промоцією в місцевих медіа;
6. Підтримці на міжнародних конкурсах;
7. Надання підтримки у вигляді гуманітарної допомоги в складний період. Допомога повинна використовуватись тільки в благодійних цілях;
8. Співпраця в рамках проведення загальноміських заходів; фестивалів; конкурсів та інше;
9. Кожна Сторона утримується від будь-яких дій, які можуть завдати шкоди іншій Стороні.

ТЕРМІН ДІЇ МЕМОРАНДУМУ

Цей меморандум набирає чинності з дати його підписання.

Меморандум розрахований на необмежений термін. Сторони можуть за взаємною згодою, змінювати сфери

OBLIGATIONS OF THE PARTIES

Parties undertake to create favorable conditions through the cooperation of local authorities:

1. For the development of joint projects and the exchange of best practices in the areas covered by the **Agreement**;
2. For organizing joint events and working meetings;
3. Via exchanges of delegations of relevant public authorities, non-governmental organizations and business community;
4. For the development of friendly relations between the inhabitants of the two municipalities, in particular between delegations in the fields of art and culture, as well as exchanges of pupils, students, athletes and other delegations;
5. For exchanging information on the history and life of the Parties (e.g. pictures, audio-visual material) and advertising in the local media;
6. For providing support for international competitions;
7. For providing full support during a difficult period for one of the Parties. The aid received shall be used only for charitable purposes.
8. Knowledge exchange in organizing citywide events, festivals, competitions, etc.
9. Each Party shall refrain from any action that may be detrimental to the other Party.

VALIDITY OF THE AGREEMENT

This Agreement shall enter into force on the date of its signature. The Agreement is for an unlimited period.

The Parties may from time to time, by mutual agreement, modify the areas of further cooperation, the terms of the Agreement, etc.

CITY OF LENOIR
COUNCIL ACTION FORM
February 20, 2024

I. Agenda Item:

Call for a Public Hearing on March 5, 2024 to consider ordinance amendments relating to Chapter 9 (Flood Damage Prevention) of the Lenoir Code of Ordinances.

II. Background Information:

Following the NCGS re-codification of the local government authority to regulate land use and development in Chapter 160D, the Emergency Management Division of the NC Department of Public Safety re-issued the Non-Coastal model flood damage prevention ordinance with proper references to Ch 160D as well as National Flood Insurance Program (NFIP).

The Flood Damage Prevention Ordinance is attached.

III. Staff & Planning Board Recommendation:

Call for a Public Hearing to consider the ordinance amendments, to be held at the regularly scheduled March 5 Council meeting. The Planning Board is not required by current law to review these changes, as this chapter does not change any of the zoning regulations for the City.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Hannah Williams

Planning Director: _____

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

Whereas, the state legislature re-codified the general statutes that give local governments authority to regulate land use and development in NCGS Chapter 160D, prompting the need for the City of Lenoir to update our local ordinances both to comply with legislative changes as well as to reference the new section citations; and

Whereas, NC Department of Public Safety, Emergency Management Division revised the state's model non-coastal flood damage prevention ordinance to comply with and update references to NCGS Chapter 160D; and

Whereas, the National Flood Insurance Program incorporated at 42 U.S.C. 4001-4128 authorizes the establishment of floodplain management regulations;

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

ARTICLE I. IN GENERAL

Sec. 9-1. Statutory authorization, findings of fact, purpose and objectives.

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Article 6 of Chapter 153A; Article 8 of Chapter 160A; and Article 7, 9, and 11 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the authority to adopt regulations designed to promote the public health, safety, and general welfare.

Therefore, the City Council and Planning Department of Lenoir, North Carolina, does ordain as follows:

~~This flood damage prevention ordinance is adopted pursuant to the authority granted to local governments by the State of North Carolina to regulate development in flood prone areas in G.S. Chapter 143 part 6 article 21 and G.S. 160D 923. It is the intent that these regulations combine with and coordinate with the zoning ordinance regulations for the zoning district in which such property is located. Any use not permitted by the zoning regulations shall not be permitted in the special flood hazard area, and any use permitted by the zoning regulations shall be permitted in these districts only upon meeting conditions and requirements as prescribed in this chapter.~~

Sec. 9-4. Objectives.

The objectives of this chapter are to:

- (1) Protect human life, safety, and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business losses and interruptions;
- (5) Minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in floodprone areas;
- (6) Minimize damage to private and public property due to flooding;
- (7) Make flood insurance available to the community through the National Flood Insurance Program;
- (8) Maintain the natural and beneficial functions of floodplains;
- ~~(9)-(6)~~ Help maintain a stable tax base by providing for the sound use and development of floodprone areas; and
- ~~(10)(7)~~ Ensure that potential buyers are aware that property is in a special flood hazard area.

Sec. 9-5.

ARTICLE II. Definitions.

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

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

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

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

Design Flood See *Regulatory Flood Protection Elevation.*

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

Development Activity means any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including

(but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

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

Digital Flood Insurance Rate Map (DFIRM) means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

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

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

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

Flood-resistant material means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and hydraulic models meeting the minimum requirements of the National Flood Insurance Program.

Letter of Map Change (LOMC) means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (1) Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (2) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway

- delineations, and other planimetric features.
- (3) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
 - (4) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light Duty Truck means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons;
or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest adjacent grade (LAG) means the elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map Repository means the location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products have the same authority as hard copy products. Therefore, the NCEM's Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data the NC FRIS website (<http://FRIS.NC.GOV/FRIS>) is the map repository, and for historical flood hazard data the FloodNC website (<http://FLOODNC.GOV/NCFLOOD>) is the map repository.

Market value means the building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (actual cash value); or adjusted tax assessed values.

~~*Mean sea level* means, for purposes of this chapter, the National Geodetic Vertical Datum (NGVD) as corrected in 1929, the North American Vertical Datum (NAVD) as corrected in 1988, or other vertical control datum used as a reference for establishing varying elevations within the floodplain, to which base~~

~~flood elevations (BFEs) shown on a FIRM are referenced. Refer to each FIRM panel to determine datum used.~~

New construction means structures for which the "start of construction" commenced on or after the effective date of the initial floodplain management regulations and includes any subsequent improvements to such structures.

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

Temperature Controlled means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

Variance is a grant of relief from the requirements of this ordinance.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Articles III and IV is presumed to be in violation until such time as that documentation is provided.

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

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

Secs. 9-6—9-20. Reserved.

ARTICLE III. GENERAL PROVISIONS

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

This ordinance shall apply to all special flood hazard areas within the jurisdiction, including extra-territorial jurisdictions (ETJs), of the City of Lenoir ~~and within the jurisdiction of any other community whose governing body agrees, by resolution, to such applicability.~~

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

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

~~The special flood hazard areas are those identified on the most recently adopted flood insurance rate maps (FIRMs) for Caldwell County, including revisions to data shown on the FIRMs approved by FEMA.~~

~~The applicable FIRMs are incorporated by reference automatically into the City of Lenoir zoning map. The planning department shall maintain a digital or paper copy of the applicable FIRMs for public inspection.~~

Sec. 9-28. Penalties for violation.

~~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.~~

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor under N.C. General Statute § 143-215.58. Nothing herein contained shall prevent the City of Lenoir from taking such other lawful action as is necessary to prevent or remedy any violation.

Secs. 9-29—9-44. Reserved.

ARTICLE IV. ADMINISTRATION

Sec. 9-45. Designation of floodplain administrator.

The Lenoir Planning Director, hereinafter referred to as the "~~F~~Floodplain ~~a~~AAdministrator," is hereby appointed to administer and implement the provisions of this chapter. In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator shall be responsible for the coordination and community's overall compliance with the National Flood Insurance Program and the provisions of this ordinance. ~~Administrative decisions made by the floodplain administrator pursuant to the development regulations in this chapter may be appealed to the Lenoir Board of Adjustment, consistent with the process for appeals laid out in section 1-308 of appendix A of this Code of Ordinances.~~

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

- (1) *Application requirements.* Application for a floodplain development permit shall be made to the floodplain administrator prior to any development activities located within special flood hazard areas. The following items shall be presented to the floodplain administrator to apply for a floodplain development permit:
 - a. A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
 1. The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;
 2. The boundary of the special flood hazard area as delineated on the FIRM or other flood map as determined in section 9-22, or a statement that the entire lot is within the special flood hazard area;

3. Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in section 9-22;
 4. The boundary of the floodway(s) or non-encroachment area(s) as determined in section 9-22;
 5. The base flood elevation (BFE) where provided as set forth in section 9-22; section 9-47; section 9-69;
 6. The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and
 7. The certification of the plot plan by a registered land surveyor or professional engineer.
- b. Proposed elevation, and method thereof, of all development within a special flood hazard area including, but not limited to:
 1. Elevation in relation to NAVD 1988 ~~mean-sea-level~~ of the proposed reference level (including basement) of all structures;
 2. Elevation in relation to NAVD 1988 ~~mean-sea-level~~ to which any non-residential structure in Zone AE, A or AO will be floodproofed; and
 3. Elevation in relation to NAVD 1988 ~~mean-sea-level~~ to which any proposed utility systems will be elevated or floodproofed.
 - c. If floodproofing, a floodproofing certificate (FEMA Form ~~81-65~~-FF-206-FY22-153_0) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.
 - d. A foundation plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this chapter are met. These details include, but are not limited to:
 1. The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and
 2. Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with subsection 9-67(4)c. when solid foundation perimeter walls are used in Zones ~~A, AO, AE, and A1-30~~ A, AE, AH, AO, A99.

- (2) *Permit requirements.* The floodplain development permit shall include, but not be limited to:
- a. A complete description of all the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.). ~~A description of the development to be permitted under the floodplain development permit.~~
 - b. The special flood hazard area determination for the proposed development in accordance with available data specified in section 9-22.
 - c. The regulatory flood protection elevation required for the reference level and all attendant utilities.
 - d. The regulatory flood protection elevation required for the protection of all public utilities.

- e. All certification submittal requirements with timelines.
- f. A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse, unless the requirements of section 9-71 are met-as applicable.
- g. The flood openings requirements, if in zones A, AO, AE or A1-30.
- h. Limitations of below BFE enclosure uses (if applicable). (i.e., parking, building access and limited storage only).
- i. A statement, that all materials below BFE/RFPE must be flood resistant materials.

(3) *Certification requirements.*

- a. Elevation certificates.
 - 1. An Elevation Certificate (FEMA Form FF-206-FY 22-152) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988 (mean sea level). The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit. ~~An elevation certificate (FEMA Form 81-31) is required after the reference level is established. Within seven calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, in relation to mean sea level. Any work done within the seven day calendar period and prior to submission of the certification shall be at the permit holder's risk. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop work order for the project.~~
 - 2. An Elevation Certificate (FEMA Form FF-206-FY 22-152) is required after the reference level is established. Within seven (7) calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. Any work done within the seven (7) day calendar period and prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop-work order for the project. ~~A final as-built elevation certificate (FEMA Form 81-31) is required after construction is completed and prior to certificate of compliance/occupancy issuance. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of final as built construction of the elevation of the reference level and all attendant utilities. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to certificate of compliance/occupancy issuance. In some instances, another certification may be required to certify corrected as built~~

~~construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a certificate of compliance/occupancy.~~

3. A final Finished Construction Elevation Certificate (FEMA Form-FF-206-FY 22-152) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to certificate of compliance/occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a certificate of compliance/occupancy.
- b. Floodproofing certificate.
1. If non-residential floodproofing is used to meet the Regulatory Flood Protection Elevation requirements, a Floodproofing Certificate (FEMA Form FF-206-FY22-153_0), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. ~~If non-residential floodproofing is used to meet the regulatory flood protection elevation requirements, a floodproofing certificate (FEMA Form 81-65), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to mean sea level. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The floodplain administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a certificate of compliance/occupancy.~~
- c. If a manufactured home is placed within Zones A, AE, AH, AO, A99 and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of section 9-67, (3)(b). ~~Reserved.~~

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

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

- (1) Review all floodplain development applications and issue permits for all proposed development within special flood hazard areas to assure that the requirements of this chapter have been satisfied.
- (2) Review all proposed development within Special Flood Hazard Areas to assure that all necessary local, state and federal permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. ~~Review all proposed development within special flood hazard areas to assure that all necessary local, state and federal permits have been received.~~
- (3) Notify adjacent communities and the North Carolina Department of Crime Control and Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
- (5) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of section 9-71 are met.
- (6) Obtain actual elevation (in relation to NAVD 1988 ~~mean sea level~~) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of subsection 9-46(3).
- (7) Obtain actual elevation (in relation to NAVD 1988 ~~mean sea level~~) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of subsection 9-46(3).
- (8) Obtain actual elevation (in relation to NAVD 1988 ~~mean sea level~~) of all public utilities in accordance with the provisions of subsection 9-46(3).
- (9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of subsection 9-46(3) and subsection 9-67(2).
- (10) Where interpretation is needed as to the exact location of boundaries of the special flood hazard areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (11) When base flood elevation (BFE) data has not been provided in accordance with the provisions of section 9-22, obtain, review, and reasonably utilize any BFE data, along with floodway data or non-encroachment area data available from a federal, state, or other source, including data developed pursuant to subsection 9-69(2)b., in order to administer the provisions of this chapter.
- (12) When base flood elevation (BFE) data is provided but no floodway or non-encroachment area data has been provided in accordance with the provisions of section 9-22 obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a federal, state, or other source in order to administer the provisions of this chapter.
- ~~(13) When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a special flood hazard area is above the base flood elevation (BFE), advise the property~~

~~owner of the option to apply for a letter of map amendment (LOMA) from FEMA. Maintain a copy of the LOMA issued by FEMA in the floodplain development permit file.~~

- (134) Permanently maintain all records that pertain to the administration of this chapter and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.
- (145) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the floodplain administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the floodplain administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.
- (156) 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.
- (167) Revoke floodplain development permits as required. The floodplain administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable state or local law may also be revoked.
- (178) Make periodic inspections throughout the special flood hazard areas within the jurisdiction of the community. The floodplain administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (189) Follow through with corrective procedures of section 9-48.
- (1920) Review, provide input, and make recommendations for variance requests.
- (201) Maintain a current map repository to include, but not limited to, the FIS report, FIRM and other official flood maps and studies adopted in accordance with the provisions of section 9-22 of this chapter, including any revisions thereto including letters of map change, issued by FEMA. Notify state and FEMA of mapping needs.
- (212) Coordinate revisions to FIS reports and FIRMs, including letters of map revision based on fill (LOMR-Fs) and letters of map revision (LOMRs).

Sec. 9-48. Corrective procedures.

- (1) *Violations to be corrected.* When the floodplain administrator finds violations of applicable state and local laws, it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.

- (2) *Actions in event of failure to take corrective action.* If the owner of a building or property shall fail to take prompt corrective action, the floodplain administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:
 - a. That the building or property is in violation of the floodplain management regulations;
 - b. That a hearing will be held before the floodplain administrator at a designated place and time, not later than ten days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and
 - c. That following the hearing, the floodplain administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.
- (3) *Order to take corrective action.* If, upon a hearing held pursuant to the notice prescribed above, the floodplain administrator shall find that the building or development is in violation of the flood damage prevention ordinance, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than 60 calendar days, nor more than 180 days. Where the floodplain administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.
- (4) *Appeal.* Any owner who has received an order to take corrective action may appeal the order to the Lenoir Board of Adjustment by giving notice of appeal in writing to the floodplain administrator and the clerk within ten days following issuance of the final order. In the absence of an appeal, the order of the floodplain administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- (5) *Failure to comply with order.* If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be subject to civil penalties in accordance with section 1-15 of the Lenoir Code of Ordinances. A violation of this subsection is a civil violation and does not constitute a misdemeanor or infraction.

Sec. 9-49. Variance procedures.

- (1) The Lenoir Board of Adjustment, hereinafter referred to as the "appeal board," shall hear and decide requests for variances from the requirements of this chapter.

- (10) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in special flood hazard areas provided that all of the following conditions are met.
 - a. The use serves a critical need in the community.
 - b. No feasible location exists for the use outside the special flood hazard area.
 - c. The reference level of any structure is elevated or floodproofed to at least the regulatory flood protection elevation.
 - d. The use complies with all other applicable federal, state and local laws.
 - e. The city of Lenoir has notified the Secretary of the North Carolina Department of ~~Crime~~ Control and Public Safety of its intention to grant a variance at least 30 calendar days prior to granting the variance.

Secs. 9-50—9-65. Reserved.

ARTICLE IV. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 9-66. General standards.

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

- (1) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.
- (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage in accordance with the FEMA Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*. ~~All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.~~
- (3) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (4) Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding to the regulatory flood protection elevation. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, hot water heaters, and electric outlets/switches.
 - a. Replacements part of a substantial improvement must also meet the above provisions
 - b. Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and/or improvements comply with the standards for new construction consistent with the code and requirements for the original structure.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- ~~(8) Any alteration, repair, reconstruction, or improvements to a structure, which is in compliance with the provisions of this chapter, shall meet the requirements of "new construction" as contained in this chapter.~~
- (89) Nothing in this chapter shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this chapter and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the regulatory flood protection elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this chapter.

- (940) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in subsection 9-49(10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a special flood hazard area only if the structure or tank is either elevated or floodproofed to at least the regulatory flood protection elevation and certified in accordance with the provisions of subsection 9-46(3).
- (101) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.
- (112) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (123) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (134) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (145) When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.
- (156) When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest base flood elevation (BFE) shall apply.
- (16) Buildings and structures that are located in more than one flood hazard area shall comply with the provisions associated with the most restrictive flood hazard area.
- (17) Fill is prohibited in the SFHA, including construction of buildings on fill. This includes not approving Conditional Letters or Letters of Map Revision - Based on Fill (CLOMR-F or LOMR-F).

Sec. 9-67. Specific standards.

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

- (1) *Residential construction.* New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation, as defined in section 9-5 of this chapter.
- (2) *Non-residential construction.* New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in section 9-5 of this ordinance. Structures located in Zones A, AE, AH, AO, and ~~A1-30~~ A99 may be floodproofed to the Regulatory Flood Protection Elevation (RFPE) in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with

subsection 9-72(2). A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in subsection 9-46(3), along with the operational plan and the inspection and maintenance plan.

(3) *Manufactured homes.*

(a) ~~New and replacement manufactured homes are prohibited in all A, AE, AO, and A1-30 Zones.~~

New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the Regulatory Flood Protection Elevation (RFPE), as defined in section 9-5 of this ordinance.

(b) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the Commissioner of Insurance pursuant to NCGS 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.

(c) All enclosures or skirting below the lowest floor shall meet the requirements of section 9-67(4).

(d**b**) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with and approved by the Floodplain Administrator and the local Emergency Management Coordinator.

(4) *Elevated buildings.* Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor:

a. Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;

b. Shall not be temperature-controlled or conditioned;

~~c~~b. Shall be constructed entirely of flood-resistant materials at least to the regulatory flood protection elevation; and

~~d~~e. Shall include, ~~in zones A, AO, AE, and A1-30~~, flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:

1. A minimum of two flood openings on different sides of each enclosed area subject to flooding;
2. The total net area of all flood openings must be at least one square inch for each square foot of enclosed area subject to flooding;
3. If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;

4. The bottom of all required flood openings shall be no higher than one foot above the adjacent grade;
5. Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and
6. Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

(5) *Additions/improvements.*

- a. Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 1. Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.
 2. A substantial improvement, with modifications/rehabilitations/improvements to the existing structure or the common wall is structurally modified more than installing a doorway, both the existing structure and the addition must comply with the standards for new construction. ~~A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.~~
- b. Additions to pre-FIRM or post-FIRM structures with no modifications to the existing structure other than a standard door in the common wall shall require only the addition to comply with the standards for new construction.
- c. Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 1. Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction.
 2. A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

d. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a one (1) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the one (1) year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

(6) *Recreational vehicles.* Recreational vehicles shall either:

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

2. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions)
- b. Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction.

(9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

- (a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
- (b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;
- (c) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 9-67 of this ordinance shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
- (d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
 1. At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(10) Other Development.

- (a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Article 5, Section F of this ordinance.
- (b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.
- (c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that

encroach into regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.

- (d) Commercial storage facilities are not considered “limited storage” as noted in this ordinance, and shall be protected to the Regulatory Flood Protection Elevation as required for commercial structures.

Sec. 9-71. Floodways and non-encroachment areas.

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

- (1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - a. It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the floodplain administrator prior to issuance of floodplain development permit, or
 - b. A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter Of Map Revision (LOMR) must also be obtained ~~upon~~ within six months of completion of the proposed encroachment.
- (2) If subsection 9-71(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (3) No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:
 - a. The anchoring and the elevation standards of subsection 9-67(3); and
 - b. The no encroachment standard of subsection 9-71(1).

Sec. 9-72. Standards for areas of shallow flooding (zone AO).

Located within the special flood hazard areas established in section 9-22, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to sections 9-66 and 9-67, all new construction and substantial improvements shall meet the following requirements:

- (1) The reference level shall be elevated at least as high as the depth number specified on the flood insurance rate map (FIRM), in feet, plus a freeboard of two feet, above the highest adjacent grade; or at least four feet above the highest adjacent grade if no depth number is specified.
- (2) Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in subsection 9-72(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with subsections 9-46(3) and 9-67(2).

- (3) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Sec. 9-73. Standards for areas of shallow flooding (zone AH).

Located within the Special Flood Hazard Areas established in section 9-22, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to sections 9-66 and 9-67, all new construction and substantial improvements shall meet the following requirements:

Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Secs. 9-743—9-88. Reserved.

ARTICLE VI. LEGAL STATUS PROVISIONS

Sec. 9-89. Effect on rights and liabilities under the existing flood damage prevention ordinance.

This ordinance in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted February 27, 1978 as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of the City of Lenoir enacted on February 27, 1978, as amended, which are not reenacted herein are repealed.

Sec. 9-90. Effect upon outstanding floodplain development permits.

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the floodplain administrator or his or her authorized agents before the time of passage of this chapter; provided, however, that when construction is not begun under such outstanding permit within a period of six months subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this chapter.

SECTION 9-91. SEVERABILITY.

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

Article VII. EFFECTIVE DATE.

This ordinance shall become effective upon adoption.

Article VIII. ADOPTION CERTIFICATION.

I hereby certify that this is a true and correct copy of the Flood Damage Prevention Ordinance as adopted by the City Council of Lenoir, North Carolina, on the __ day of _____, 2024.

WITNESS my hand and the official seal of _____, this the _____ day of _____, 2024.

CITY OF LENOIR COUNCIL ACTION FORM

I. Agenda Item: Resolution of Intent for the Lease of City Property for a Term of Ten Years to Bernhardt Transportation, LLC and Authorizing Staff to Initiate the Necessary Public Notice Requirements.

II. Background Information: The City has historically (30+ years) leased a portion of the Public Services Facility property located of 510 Greer Circle to Bernhardt Transportation, LLC for their maintenance garage facility.

To provide greater planning, Bernhardt Transportation, LLC has requested the City consider a ten-year lease term. Attached please find a draft 10-year lease for your information. Highlights of the lease are as follows:

The commencement date of the lease term shall be January 1, 2025 and ending shall be December 31, 2034.

As an inducement for City to enter into this Lease,

- 1) the City retains the exclusive right and option to use the wash bay and equipment in the Garage Building on Wednesday of each week or at other times as the parties may agree.
- 2) Bernhardt Transportation LLC agrees to build at its sole expense (a) a 20'x30' salt shed on the Premises and (b) a 50'x80' trash truck shed on the Lessor's adjacent property, each of which is shown on Exhibit A. Lessor and Lessee agree that the total cost of such construction will be at least \$125,000 and need not exceed \$140,000
- 3) The City retains the right to have secure storage of new rollout garbage carts on the demised premises. Such secure storage shall be inside an Enclosed Material Storage Trailer (48 ft) which shall be provided by Lessee at no cost to Lessor.
- 4) Lessee shall pay rental to Lessor at a rate of One Thousand Five Hundred (\$1,500.00) Dollars per month or \$18,000.00 per year.

III. Staff Recommendation: Recommend approval of a Resolution of Intent for the Lease of City Property for a Term of Ten Years to Bernhardt Transportation, LLC and Authorizing Staff to Initiate the Necessary Public Notice Requirements. The City Council is considering a lease of the Property described above to Bernhardt Transportation, LLC upon the terms and conditions set forth herein and described in the attached lease, and authorizes the City Manager, or his Designee, to execute all instruments necessary for City Council consideration of the lease.

IV. Reviewed By:

City Attorney:

Public Works/Public Utilities Directors:

City Manager:

**RESOLUTION OF INTENT TO AUTHORIZE THE LEASE OF A PORTION OF
PROPERTY LOCATED AT 510 GREER PLACE SW (DESCRIBED IN BOOK 1094, AT
PAGE 1690) TO BERNHARDT TRANSPORTATION, LLC**

WHEREAS, the City of Lenoir (“City”) owns a tract of land, approximately 7.89 acres, with various structures, warehouses and buildings located at 510 Greer Place SW in Lenoir (the “Property”); and

WHEREAS, Bernhardt Transportation, LLC, a North Carolina corporation, has leased a portion of the Property for over the past 30 years on an annual basis, and desires to continue its leasing of a portion of the Property for a parking area, a truck garage, a wash bay, and related uses; and

WHEREAS, North Carolina General Statute §160A-272 gives the City the right and option to lease the Property upon such terms and conditions as it determines provided it also determines the Property will not be needed for the term of the lease and upon resolution adopted at a regular council meeting following thirty 30 days’ public notice; and

WHEREAS, the proposed lease would be for a 10-year term, commencing on January 1, 2025, at a rental rate of \$1,500 per month and ending December 31, 2034; and

WHEREAS, the City will not otherwise need the Property during the proposed term; and

WHEREAS, in consideration of leasing the Property, Bernhardt Transportation, LLC has agreed to lease the property for the aforementioned purpose and pay water and sewer expenses incurred, and the conditions outlined in the attached lease of the Property; and

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of Lenoir that it hereby authorizes the necessary publication of the 30-day lease notice of the above referenced Property as follows: The City Council is considering a lease of the Property described above to Bernhardt Transportation, LLC upon the terms and conditions set forth herein and described in the attached lease, and authorizes the City Manager, or his Designee, to execute all instruments necessary for City Council consideration of the lease.

Adopted this 20th day of February, 2024.

Joseph L. Gibbons, Mayor

Shirley M. Cannon, City Clerk

Prepared by: Wilson, Lackey, Rohr & Hall, P.C.

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

LEASE AGREEMENT

This Lease Agreement, made and entered into this _____ day of _____, 2024, by and between CITY OF LENOIR, a North Carolina municipal corporation of Caldwell County, North Carolina, (hereinafter called "Lessor"), and BERNHARDT TRANSPORTATION, LLC, a North Carolina limited liability company, with its principal office located in Lenoir, Caldwell County, North Carolina, (hereinafter called "Lessee");

1. Demise of Premises. Lessor leases unto Lessee the real property and the building and all improvements located thereon (hereinafter called "Premises") which is located in the City of Lenoir, Caldwell County, North Carolina, subject to the Reservations set forth herein, and described more particularly as follows:

A portion of the improvements and lands described in Book 1094, at Page 1690, and located northwest of the Public Works/Public Utilities Office Building and including the paved parking areas, the truck garage and wash bay and the rear parking area, but excluding the oil containment building. The leased area is shown as the white dotted area on the attached "Proposed New Facility Map Bernhardt Lease City of Lenoir," incorporated herein by reference and referred to hereafter as "Exhibit A."

Lessor will use the Premises for maintenance of trucks, trailers, and equipment necessary for its fleet operations and for no other purpose.

2. Term of Lease. The term of this Lease is from January 1, 2025 until December 31, 2034. If either party requests, the parties will execute a short-form Memorandum of Lease in recordable form containing such matters as the parties may agree upon but including at a minimum the commencement and expiration dates.

A. As an inducement for Lessor to enter into this Lease, Lessee agrees to build at its sole expense (a) a 20'x30' salt shed on the Premises and (b) a 50'x80' trash truck shed on the Lessor's adjacent property, each of which is shown on Exhibit A. Lessor and Lessee agree that the total cost of such construction will be at least \$125,000 and need not exceed \$140,000. The minimum specifications for each shed are shown on the attached Exhibit B. Prior to construction Lessee will provide the plans for the construction of the two structures to Lessor for its approval. Subject to any delay caused by force majeure, Lessee is to begin construction on the two structures within 6 months of Lessee's execution of this lease. The two structures will be the Lessor's property.

B. This lease is subject to certain Reservations by Lessor as set forth below:

i. Lessor retains the exclusive right and option to use the wash bay and equipment in the truck garage and wash bay on Wednesday of each week or at

other times as the parties may agree. Lessee agrees to not interfere with Lessor's use of the truck garage and wash bay premises on Wednesdays. Lessor staff will exercise due care and diligence in the use of the wash bay and equipment in the truck garage. Lessee will have no liability with respect to Lessor's or its agents', representatives', or employees' usage pursuant to this paragraph except in the event of the gross negligence or willful misconduct of Lessor, its agents, representatives or employees.

ii. Lessor retains the right to have secure storage of new rollout garbage carts on the demised premises. Such secure storage must be inside a standard storage trailer at least 48 feet long (rather than the "40' x 20'" dimensions shown on Exhibit A) which Lessee will provide to Lessor at no cost to Lessor and which will be Lessor's property. Lessee will put the storage trailer in place within 60 days of Lessee's execution of this lease. Lessor staff will exercise due care and diligence in the use of the storage trailer. Lessee will have no liability with respect to Lessor's or its agents', representatives', or employees' usage pursuant to this paragraph except in the event of the gross negligence or willful misconduct of Lessor, its agents, representatives or employees.

3. Rentals. Lessee will pay rent to Lessor of \$1,500.00 per month. Rent is due and payable in advance on the first day of each month.

In addition, Lessee will carry at its own expense policies of property insurance with extended coverage insuring Lessee's personal property located on the premises against loss or damage to its furnishings, fixtures, inventory, equipment and other property situated or placed upon, in or about the Premises with companies and in amounts acceptable to itself.

4. Acceptance of Premises. Lessee acknowledges that the act of taking possession of the premises constitutes acceptance thereof and conclusive evidence that Lessee has inspected and examined the entire premises and utility installations and that the same were, and are, in good and satisfactory condition, and Lessee accepts the same "as is".

5. Assignment or Subletting. Lessee does not have the right to assign the Lease or to sublet the Premises in whole or in part without the prior written consent of Lessor. As Lessee is an entity, the passage of control of Lessee to parties other than those who presently control Lessee as of the date of this Agreement constitutes an assignment of this Lease.

6. Compliance with Legal Requirements. Both parties will 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. Both parties will neither create nor permit the creation of any nuisance upon, in or about the Premises, and neither will not make any offensive use thereof.

7. Utilities. Lessee will pay for all water and sewer services consumed or used on the Premises. Lessor will pay for electricity and gas service to the premises. The lack of availability or failure of utility service will not be deemed constructive eviction.

8. Additions, Alterations, Changes and Improvements. Lessee will 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 written consent. If such consent is given, Lessee will make all such alterations, changes and improvements in a workman-like manner, will promptly pay for them, and will not allow any liens to attach either to the Premises or to Lessor's interest therein, and they become the property of Lessor. Lessor may require Lessee to provide such assurances as Lessor reasonably requires (such as bonds, escrows, etc.) to protect Lessor against unpaid-for work.

9. Repairs. Lessor is not responsible for making any repairs including structural repairs and repairs of a capital nature to the exterior walls and to the roof. Lessee at its own expense will keep and maintain all the premises and all parts and systems thereof including all repairs to windows and/or plate glass, and all utility installations and equipment (including repairs of a capital nature), in good maintenance, replacement and repair, properly painted and decorated. Lessee will ensure that all repairs will be performed in a prompt, workman-like manner, will promptly pay for them, and will not allow any liens to attach either to the Premises or to Lessor's interest therein. Other than as specifically stated herein, Lessor has no obligation to make any repairs. For the avoidance of doubt, Lessee will have no repair or maintenance obligations with respect to the 50'x80' trash truck shed or storage trailer described on Exhibit A following acceptance thereof by Lessor.

10. Safe and Sanitary Conditions. Lessee will not permit, allow, or cause any act or deed to be performed upon, in or about the premises which will 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 will at all times keep the premises in a neat and orderly condition and 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.

11. Trade Fixtures. Lessee is permitted to install trade fixtures on the premises. In addition, Lessee is permitted to remove said trade fixtures installed during the term of this lease from the premises upon the termination of this Lease Agreement; provided that if Lessee does remove its trade fixtures, it will return the Premises to the same condition as existed at the time of the original entry, ordinary wear and tear excepted. This provision is not intended to allow Lessee to remove approved structural improvements by Lessee to the Premises. All such improvements belong to Lessor at the termination of the lease and are not to be removed or damaged by Lessee's removal of its trade fixtures. If Lessee does not remove the trade fixtures at termination, Lessor has the option either to declare such fixtures abandoned, at which point they become the Lessor's property, or to demand that Lessee remove the same at its expense, returning the Premises to the condition required herein.

12. Lessor Not Liable for Damages or Injuries. Lessor is not 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 sprinkler or air conditioning systems, leaks from the roof, or by virtue of earthquakes, 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. Lessee will indemnify and hold Lessor harmless from any and all claims for damages to person or property to the full extent permitted by law except to the extent caused by the gross negligence or willful misconduct of Lessor, its agents, representatives or employees.

13. Indemnification and Insurance. To the extent permitted by North Carolina law, each party will indemnify and hold the other party harmless from the claims of any and all persons, firms, partnerships, associations, or corporations for personal injury and damage to property arising out of or in connection with the party's use and occupancy of the Premises. In addition, Lessee must and will 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. Lessee will deliver annually to Lessor a memoranda of the policy of such coverage with a company satisfactory to Lessor and which names Lessor as additional insured therein.

14. Fire or Casualty. If, during the term of this lease, the Premises are partially destroyed by fire or other casualty, Lessee has the right to terminate this Lease Agreement. If Lessee does not exercise this option, Lessor may in its sole discretion effect the required repairs and reconstruction of the Premises. If Lessor elects to make the repairs or reconstruction, during such time as said repairs or reconstruction are being made, the rentals hereinabove provided will not abate. Any other provisions contained herein notwithstanding, Lessor is required and obligated to effect repairs or reconstruction only to the extent of any sums of money, if any, which Lessor receives under insurance coverage as a direct result of said fire or other casualty.

15. Waiver of Subrogation. Neither Lessee nor anyone claiming by, through, under, or on Lessee's behalf may have any claim, right of action, or right of subrogation against Lessor based upon any loss 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 arises from the negligence of Lessor, its agents, representatives or employees, or otherwise.

16. Subordination to Mortgages. This Lease Agreement and the rights of Lessee are subordinate to and will be subordinate to the lien of any mortgage or deed of trust (hereafter called "Mortgage") whether such Mortgage is a lien on the Premises or hereafter becomes a lien on the Premises and no further agreements or documents are to be required to render this Lease and Lessee's rights subordinate to such Mortgage. Lessee will at all times upon request of Lessor promptly furnish documents stating that this lease is in full force and effect, that no defaults of Lessor exist, and such other matters as are customarily contained in what is known as an "estoppel letter" or a "good-standing letter". Should Lessee fail to deliver such documents within 10 days of Lessor's request therefor, Lessor may be deemed Lessee's attorney-in-fact for the purpose of executing such documents in the name of Lessee.

17. Inspection. Lessor has the right at all reasonable times to enter and inspect the Premises .

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

19. Holding Over. In the event Lessee remains in possession after the expiration of the Term without the execution of a new lease, Lessee will not acquire any right, title, or interest in or to the Premises. In such event, Lessee will occupy the Premises as a tenant from month-to-month and will otherwise be subject to all of the conditions, provisions and obligations of this Lease agreement insofar as the same is applicable.

20. Default. Each of the following events constitutes a default or breach of this lease by Lessee:

A. The filing of a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or the making of general assignment for the benefit of creditors.

B. Involuntary proceedings under any bankruptcy or insolvency act instituted against Lessee, or if a receiver or trustee is appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated within 10 days after the institution or appointment;

C. Failure to pay rent when the same becomes due and a continuing failure to pay rent for 10 days after notice thereof from Lessor to Lessee. For these purposes, all funds due from Lessee constitute rental whether denominated as rental or otherwise elsewhere herein;

D. 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;

E. If Lessee vacates or abandons the Premises

F. If the interest of Lessee is transferred, levied upon, or assigned to any other person, firm, or corporation whether voluntary or involuntary except as herein permitted;

21. Remedies In Event of Default. In the event of any default hereunder as set forth in the foregoing section, Lessor is entitled to re-enter and re-take the Premises and exercise all its rights under the laws of the State of North Carolina.

22. Breach. Upon any breach hereof, regardless of what such breach is or if such breach becomes an "event of default," either party is to be reimbursed by the other party for any reasonable attorney's fees incurred in connection with such breach.

23. Waiver. No failure to exercise any rights hereunder to which Lessor is entitled will be deemed a waiver of the right to subsequently exercise same. Lessee will gain no rights nor become vested with any right 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 chooses to ignore by thereafter accepting rental or other performance by Lessee will constitute a waiver of the right to thereafter accelerate rentals.

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

25. Severability. The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions are severable and the remaining provisions remain at Lessor's option to be in full force and effect.

26. Easements, Restrictions and Right of Way. Lessor rents the Premises subject to all easements, restrictions, and right of way legally affecting the Premises.

27. Binding Effect and Complete Terms. The terms, covenants, conditions and agreements herein contained are binding upon and inure to the benefit of and may be enforceable by the parties and 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 is enforceable unless the same is in writing and signed by the parties.

28. Rental Payments. All rental payments, unless otherwise designated in writing, are to be made to Lessor at such place as Lessor may from time to time designate in writing.

29. Lessor's Performance of Lessee's Covenants. Should Lessee, after seven days' notice from the Lessor, fail to do any of the things required to be done by it under the provisions of this Lease, Lessor, in addition to any and all other rights and remedies, may (but is not required to) do the same or cause the same to be done, and the amount of any money expended by Lessor in connection therewith constitutes additional rental due from Lessee to Lessor payable as rental on the next date for payment of rentals following the expenditure.

30. Covenant of Title and Quiet Enjoyment. Lessor covenants and warrants to Lessee that it has full right and lawful authority to enter into this Lease for the term hereof and provided Lessee is not in default hereunder, and no one claiming through Lessor will disturb Lessee's quiet and peaceable enjoyment of the Premises.

31. Construction. This Lease Agreement is not to be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

32. Notice. Any notice to a party to this lease is to be given at the following address:

Lessor:

City of Lenoir
Attn: City Manager
Post Office Box 958
Lenoir, North Carolina 28645
Shildebran@CI.LENOIR.NC.US

Lessee:

Bernhardt Transportation, LLC
Attn: Kevin McDougall, General Counsel
1839 Morganton Blvd.
Lenoir, North Carolina 28645
Kevinmcdougall@bernhardt.com

IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

LESSOR:

CITY OF LENOIR, (SEAL)
a North Carolina municipal corporation

By: _____
Scott Hildebran, Manager

LESSEE:

BERNHARDT TRANSPORTATION, LLC (SEAL)

By: _____
Title:

Proposed New Facility Map
Bernhardt Lease
City of Lenoir

Legend

- - - Not leased by Bernhardt
- - - Leased by Bernhardt
- City of Lenoir Parcels



Exhibit B

Salt Shed: (Approx. 20' x 30')

- Wood Pole and Roof Framing construction
- Sloped Flat Roof
- 7/16" OSB Roof Materials
- High Temp Ice & Water Shield
- Galvalume Roofing and Trim Materials
- Exterior Aluminum Siding Materials on (3) sides for weatherproofing
- (9) 72" x 24" x 24" Concrete Blocks along back wall for scooping salt

Trash Truck Shed: (Approx. 50' x 80')

- Steel Pole and Truss construction
- 7/16" OSB Roof Materials
- High Temp Ice & Water Shield
- Galvalume Roofing and Trim Materials

Exclusions:

- Concrete and/or asphalt floors
- Lighting and/or Power Circuits
- Site Grading
- Gutters and/or downspouts

CITY OF LENOIR COUNCIL ACTION FORM

- I. Agenda Item: Authorize the City Attorney and City Manager to proceed with executing the necessary documents to satisfactorily acquire:

#1 - a 0.235748-acre lot (NCPIN 2749655863, Parcel ID 06- 13-3-21) located on College Avenue from College Avenue Baptist Church. The church owns 9/10th of the parcel, with all heirs but one signing over their interest in the lot. It is anticipated that the balance of the parcel can be acquired for \$1,000.

#2 - a 0.234321-acre lot (NCPIN 2749656730, Parcel ID 06- 13-3-22) located on Spainhour Street from College Avenue Baptist Church, and

at a total purchase price for both parcels will not exceed \$11,200.

- II. Background Information: The City owns a 0.457019-acre tract adjacent to these two parcels located along College Avenue. All of these tracts are located across the street from Mack Cook Stadium and can provide land for future public off-street parking, as recommended in the recently adopted Lenoir Downtown Master Plan.

College Avenue Baptist Church owns a 0.234321-acre lot (NCPIN 2749656730, Parcel ID 06- 13-3-22) located on Spainhour Street. The Church also owns a 9/10th interest in 0.235748-acre lot (NCPIN 2749655863, Parcel ID 06- 13-3-21) located on College Avenue, with all heirs but one signing over their interest in the lot.

A tentative agreement has been reached with College Avenue Baptist Church to purchase both parcels for \$10,200, their current tax value, subject to the approval of City Council. It is anticipated that the balance of the College Avenue parcel from an heir can be acquired for \$1,000.

The total purchase price for both lots will not exceed \$11,200.

A tax map of all the tracts are enclosed for your information.

- III. Staff Recommendation: 1) Approval of purchase of a 0.235748-acre lot (NCPIN 2749655863, Parcel ID 06- 13-3-21) located on College Avenue for \$5,100 (the current tax value). The church owns 9/10th of the parcel, with all heirs but one signing over their interest in the lot. It is anticipated that the balance of the parcel can be acquired for \$1,000. 2) Approval of purchase of a 0.234321-acre lot (NCPIN 2749656730, Parcel ID 06- 13-3-22) located on Spainhour Street for \$5,100 (the current tax value). 3) Authorize the City Attorney and City Manager to proceed with the executing the necessary documents to satisfactorily acquire the parcels at a purchase price not to exceed \$11,200. The City anticipates the properties will be used for public parking.

- IV. Reviewed By:

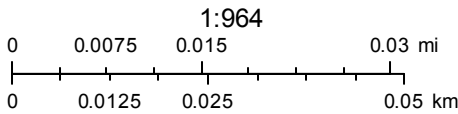
City Attorney:
City Manager:



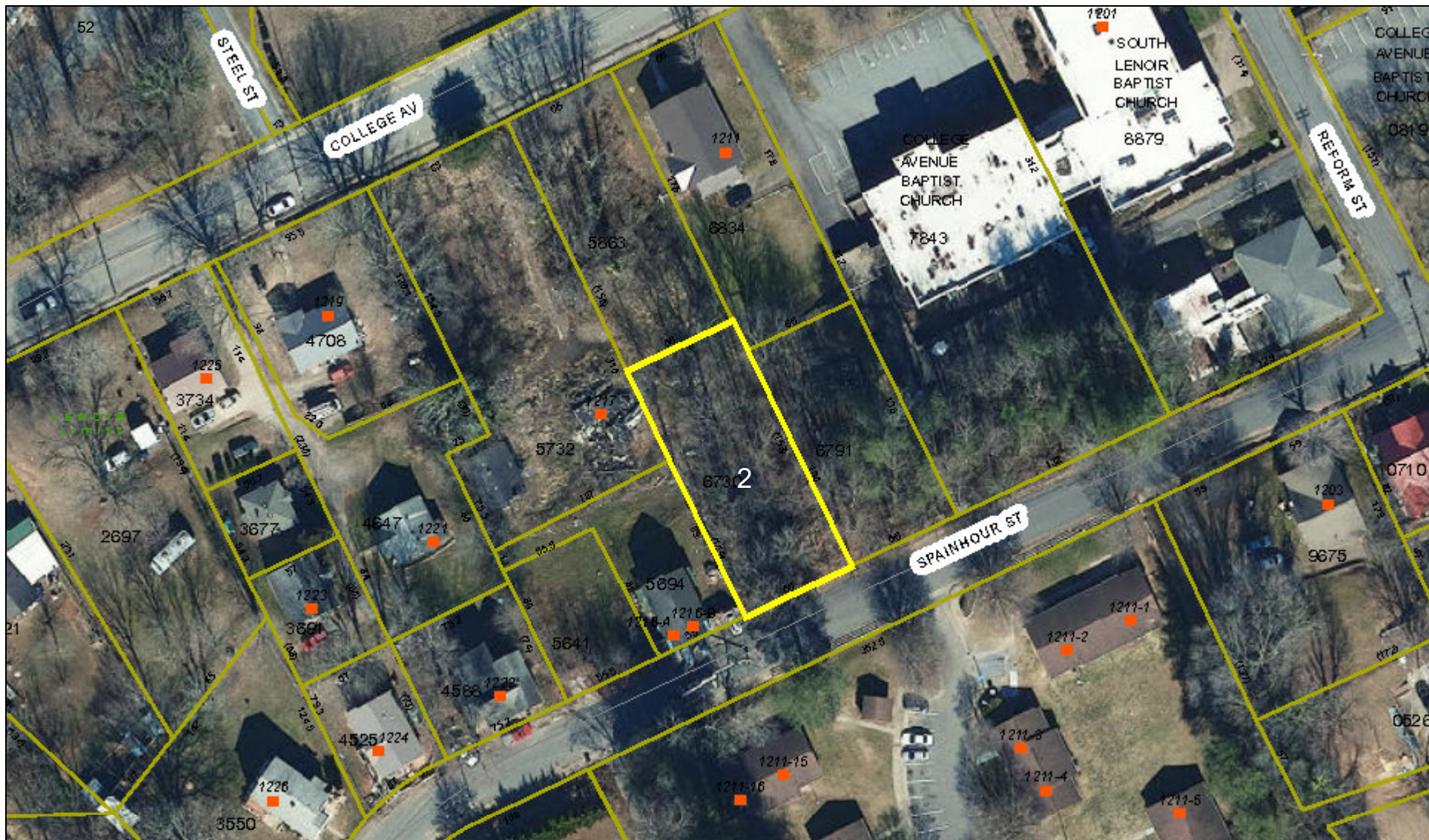
This map is NOT of land survey quality and is NOT suitable for such use.

Owner	COLLEGE AVENUE BAPTIST CHURCH	Deferred Val	\$0
	1201 COLLEGE AVE SW	Assessed Val	\$5,100
	LENOIR, NC 28645	Calc Acreage	0.235748
		Land Units	66 (FF)
Acct Number	50936	Legal Desc	BK 2100 PG 396 YR 2024 ST 0.00
Parcel ID	06 13 3 21	Plat Ref	00000/00000
NCPIN	2749655863	Property Addr	0 COLLEGE AV

Caldwell County



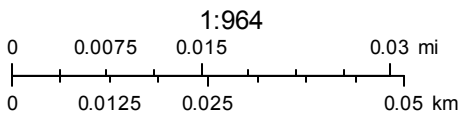
January 16, 2024



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

Owner	COLLEGE AVE BAPTIST CHURCH	Deferred Val	\$0
	311 W COLLEGE AVE	Assessed Val	\$5,100
	Lenoir, NC 28645	Calc Acreage	0.234321
		Land Units	66 (FF)
Acct Number	177607	Legal Desc	BK 2083 PG 1336 YR 23 ST 0.00
Parcel ID	06 13 3 22	Plat Ref	00000/00000
NCPIN	2749656730	Property Addr	0 SPAINHOUR ST

Caldwell County



January 16, 2024



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

Owner	CITY OF LENOIR	Deferred Val	\$0	Caldwell County
	PO BOX 958 LENOIR, NC 28645	Assessed Val	\$24,400	
Acct Number	127973	Calc Acreage	0.457019	1:964 0 0.0075 0.015 0.03 mi 0 0.0125 0.025 0.05 km
	Parcel ID 06 13 3 19	Land Units	92 (FF)	
NCPIN	2749655732	Legal Desc	BK 2086 PG 1300 YR 2023 ST 14.00	January 16, 2024
		Plat Ref	00000/00000	
		Property Addr	1217 COLLEGE AV	