

**LENOIR CITY COUNCIL
TUESDAY, DECEMBER 3, 2024
5:30 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Todd Perdue, Ike Perkins, Ralph Prestwood, David Stevens, and Crissy Thomas, City Manager Scott Hildebran, City Clerk Shirley Cannon and City Attorney Timothy Rohr.

ABSENT: Councilmember Kimmie Rogers.

CITY STAFF: In attendance was Finance Director Donna Bean, Fire Chief Norman Staines, Deputy Fire Chief Kenny Nelson, Police Chief Brent Phelps, Police Major Andy Wilson, Planning Director Hannah Williams, Parks & Recreation Director Phil Harper, Public Services & Public Works Director Jon Hogan, Public Services Public Utilities Director Jeff Church, Director of Special Projects & Grants Jared Wright and Public Information/Communication Director, Joshua Harris.

I. CALL TO ORDER

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

**CONDOLENCES; FAMILY
OF DIANE TEAGUE:**

- B. On behalf of City Council, Mayor Gibbons extended condolences to Paul Teague, Community & Economic Developer, Western Piedmont Council of Governments (WPCOG) upon the passing of his wife Diane on Friday, November 29. Mayor Gibbons said Paul was a long-time friend and asked everyone to keep him in their thoughts and during this difficult time.

FY2023-2024 ANNUAL

- AUDIT:** C. Cynthia Randolph, CPA, PLLC, presented the FY2023-2024 Annual Audit to City Council. Ms. Randolph commended Finance Director Donna Bean, City Manager Scott Hildebran along with staff for the great job they do regarding the City's financial budget. She shared the FY2023-2024 annual audit was submitted to and approved by the Local Government Commission (LGC). Ms. Randolph stated she submitted an unmodified opinion on financial statements to be included in the audit report as well. Also, Ms. Randolph reported she submitted a single audit in accordance with the uniform guidance which means the City of Lenoir's federal funding was \$750,000 or more and the funding was expended on major funding programs.

The major federal programs for the Federal purposes were the Clean Water Revolving Fund and the Coronavirus State Fiscal Recovery Funds for federal programs. The major federal programs for the state were the 1) Powell Bill Program and 2) State Capital Infrastructure Fund.

Ms. Randolph shared there were no material weaknesses or significant deficiencies in compliance or in internal controls which was noted in the audit. She also referred to a list of financial highlights by fund that Finance Director Bean included as information. (A copy of the financial highlights by fund are attached to these minutes.)

Ms. Randolph reported the City has \$18,850,298 in Fund Balance which is an increase of \$2,144,652 in its unassigned Fund Balance for the General Fund over the previous year. The unassigned Fund Balance is 83.72% of total general fund expenditures which is well above the state's median of 46%. The City's tax collection rate is 97.43% which is also above the state's average of 97%. The Water and Sewer Enterprise Fund had a change in net position (income) of \$1,152,244. Ms. Randolph remarked the City is in excellent financial condition. Additionally, Ms. Randolph reported the City's debt decreased by \$1,886,000 in outstanding principal.

Ms. Randolph remarked the City of Lenoir had an excellent audit this year.

Councilmember Stevens remarked that City Manager Scott Hildebran, Finance Director Donna Bean along with staff did a great job regarding the City's finances this year.

On behalf of City Council, Mayor Gibbons also thanked City Manager Scott Hildebran, Finance Director Donna Bean and staff for the great job they do pertaining to the City's finances. Mayor Gibbons also thanked Mr. Hildebran for his leadership and stated he was glad to be a part of such a great team.

Upon a motion by Councilmember Stevens, City Council voted 6 to 0 to adopt the FY2023-2024 Annual Audit as presented.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

The public hearing has been moved to the end of the agenda.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, October 22, 2024 as submitted.
- B. Minutes: Approval of the minutes of the City Council meeting of Tuesday, November 5, 2024 as submitted.
- C. Contiguous Annexation Petition; Intersection of US321 and Blairs Fork Road: Approval of a Resolution directing the City Clerk to check the Annexation Petition for Sufficiency for property located at the intersection of US Hwy 321 and Blairs Fork Road, NCPIN#2840657903 and to call for a public hearing to be held on Tuesday, January 7, 2025. The parcel is located within the City's Extraterritorial Jurisdiction (ETJ), zoned as R-R, Rural Residential, and is contiguous with the Lenoir City limits. (A copy of the resolutions are attached to these minutes as information.)
- D. Amendments; Capital Project Budget Ordinance: Staff and the Western Piedmont Council of Governments recommend approval of the three (3) Capital Project Budget Ordinance amendments as follows:
 - 1. The Capital Project Budget Ordinance amendment for the FY2022 Unifour Consortium HOME Program in the amount of \$321,825.61 as submitted. (The City of Lenoir is the lead entity.)

2. The Capital Project Budget Ordinance amendment for the FY2023 Unifour Consortium HOME Program in the amount of \$114,756.24 as submitted.
3. The Capital Project Budget Ordinance amendment for the FY2024 Unifour Consortium HOME Program to re-allocate funding with zero net effect on the total budget as submitted. (Copies of the Capital Project Budget Amendments are attached to these minutes as information.)
- E. Agreement; WPCOG – Disaster Recovery Services: Approval of an Agreement between the City of Lenoir and the Western Piedmont Council of Governments (WPCOG) for assistance with disaster recovery services and effective management of disaster recovery efforts as related to Tropical Storm Helene as submitted. (A copy of the Agreement is attached to these minutes as information.)
- F. City Council approved a Capital Project Budget Ordinance amendment to close out the American Rescue Plan Act Project approved on June 15, 2021. (A copy of the Capital Project Budget Ordinance is attached to these minutes as information.)

Upon a motion by Councilmember Stevens, City Council voted 6 to 0 to approve Items A through F on the Consent Agenda as presented and as submitted.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

DECEMBER

CALENDAR: 1. The December calendar was provided to City Council listing various meetings and events.

CHRISTMAS LIGHT

SHOW: 2. The Christmas Light Show will continue nightly on the downtown square from 6:00 p.m.-10:00 p.m. through January 1.

VIRTUAL OPEN HOUSE; MEETINGS, COMP PLAN:

3. The City of Lenoir is hosting a virtual open house on Wednesday, December 4, beginning at 6:00 p.m. to provide an update on the new Living Lenoir 2045 Comprehensive Plan. Staff will post a link to the meeting on the Comp Plan website at <https://lenoir2045.com>. Upon receiving a lot of feedback about the Parks & Recreation Master Plan, Staff is also asking residents to complete the Parks & Recreation Survey that is available at <https://bit.ly/3CLsutu>.

STARRY NIGHT CHRISTMAS

PARADE: 4. The Starry Night Christmas Parade is scheduled for Friday, December 6 beginning at 6:30 p.m. in downtown Lenoir.

CARRIAGE RIDES:

5. Carriage rides are available again this year in downtown Lenoir on December 9, 10, 11, 16 & 18 from 5:00 p.m. until 8:00 p.m. The rides last for 15 minutes and tickets are available online at www.downtownlenoirnc.com.

LOOSE LEAF PICKUP:

6. Loose leaf pickup has begun in the City of Lenoir. Staff will make three passes by homes - one per month in November, December, and January, weather permitting. Residents should rake leaves into piles behind the curb or ditch line, and remove all bricks, rocks, sticks, or glass. Such items may cause personal injury to employees and damage equipment. The City provides this service at no extra cost to residents.

**ABC BOARD
MEETING:**

7. The ABC Board will meet on Thursday, December 12 at 2:00 p.m.

**LUMINARY
DISPLAY:**

8. The annual Luminary Display will be held on Friday, December 13 beginning at 6:00 p.m. at Blue Ridge Memorial Park. A rain date is scheduled for Friday, December 20.

MEETING CANCELLATION:

9. The City Council meeting of Tuesday, December 17 has been cancelled. The next meeting will be held on Tuesday, January 7, 2025.

HOLIDAY

- CLOSINGS:** 10. City offices will be closed on Tuesday, December 24 through Thursday, December 26 in observance of the Christmas holidays. City offices will also be closed on Wednesday, January 2 in observance of New Year's Day and Monday, January 20 in observance of the Martin Luther King, Jr. holiday.

**CURBSIDE CHRISTMAS
TREE PICKUP:**

11. Curbside Christmas tree pickup will begin the week of January 6.

B. Items for Council Action

**MINIMUM HOUSING
ORDINANCE; 309 GLENDALE**

- STREET NW:** 1. Staff recommends approval of an Order of Abatement directing Staff to abate the minimum housing violations by demolishing the structure on the property located at 309 Glendale Street NW (NCPIN #2749982830 and Parcel ID#09-8-2-49) as submitted.

A copy of the recorded Order of Abatement is attached to these minutes as information.

City Manager Hildebran stated Staff's recommendation along with photos of the violations on the property are included in the agenda packet.

Upon a motion by Councilmember Beal, City Council voted 6 to 0 to adopt the Order of Abatement for property located at 309 Glendale Street NW (NCPIN #2749982830 and Parcel ID#09-8-2-49) as recommended and as submitted.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

CLOSED

- SESSION:** A. Upon a motion by Councilmember Perdue which carried unanimously, City Council entered into

closed session to consult with the City Attorney in order to preserve the attorney-client privilege between the Attorney and the City Council. The purpose of the closed session is for the City Council to receive advice and consideration and give instructions to the Attorney concerning pending litigation, *MachTech Properties, LLC and Big Bear Paw, LLC v City of Lenoir*, 24CVS 1515, Caldwell County.

OPEN
SESSION: B. Upon a motion by Councilmember Perkins which carried unanimously, City Council re-entered into open session.

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

UPDATE; TURKEY TUESDAY EVENT:

- A. Councilmembers Ike Perkins and Crissy Thomas thanked everyone that volunteered with the annual Turkey Tuesday event held on Tuesday, November 26 at the Martin Luther King, Jr. Center. This year marks the 10th anniversary of Turkey Tuesday and Staff along with volunteers gave out over 400 turkeys to families in the community. Councilmember Thomas remarked she was looking forward to the event next year. In addition, Councilmember Perkins stated the event would not be possible without the help of the community and businesses who donates the turkeys along with other assistance. City Manager Hildebran stated it was a great success and Mayor Gibbons also thanked Councilmembers Crissy Thomas and Ike Perkins for organizing the event every year.

CONDITIONAL ZONING ORDINANCE AMENDMENT (CZ-9):

- A. **Note:** The public hearing began at 6:00 p.m. as the legal ad published in the *News-Topic* listed the public hearing time of 6:00 p.m.

A public hearing was held to receive public comments regarding a conditional zoning ordinance text amendment concerning the Conditional Zoning-9 Ordinance (CZ-9), NCPIN#2759433734 adding cluster subdivision development standards to reflect a minimum setback of five (5) feet, and a minimum lot size of 3,600 square feet for property located off of the McLean Drive Extension. The applicant is Lennar Homebuilders (Christian Jones) and Staff recommends approval of the Ordinance text amendment with the two proposed conditions as described above and as based on the Consistency Statement as follows:

The proposed amendment is consistent with the land use policy concepts in the Comprehensive Plan that call for distinctive neighborhoods that preserve open space, enhance walkability, accommodate a range of housing types, use stormwater measures as community amenities, and foster a strong sense of place. The proposed development is consistent with the Future Land Use Map, which identifies the parcel as “medium density residential” and “mixed use with commercial.” While commercial uses aren’t proposed, the densities and mix of housing types proposed are consistent with the larger area accommodating a mix of uses.

The rezoning is reasonable and in the public interest because it provides much-needed single-family housing near the US-321 commercial corridor.

A copy of the recorded Ordinance and map are attached to these minutes as information.

Mayor Gibbons opened the public hearing to receive public comments regarding the conditional zoning ordinance amendment.

Hannah Williams, Planning Director, addressed City Council and stated the Planning Board reviewed and supports the existing ordinance and changes proposed to reflect and allow for future housing development opportunities in Lenoir.

Director Williams clarified the proposed project would be located north of the track behind Lowes and off of McLean Drive. In addition, Director Williams reiterated these would be very small lots, but mentioned the developer has proposed 100 fewer homes than before. She stated there were no other changes in the proposed ordinance.

Mayor Pro-Tem Stevens asked about the maximum house size with Director Williams stating the size of the homes were not currently defined in the conditional zoning ordinance. She further stated she has not yet seen a design of the proposed houses, but said there would be a mix of sizes.

Councilmember Prestwood gave an example of the lots and homes in Wexford Village by stating these homes also have five-foot side setbacks, are 1,800 square-foot homes and the lot sizes are around 4,500 square feet.

Barry Smith, 520 Golfview Court addressed City Council and asked if this was going to be one contiguous property.

Director Williams stated the subdivision clusters would be located on both sides of McLean Drive and reviewed a map outlining the proposed subdivisions. Director Williams also clarified the roads and entrance ways would not be changing.

Rich Miller addressed City Council and asked how many people would reside in the proposed homes.

Director Williams stated there would be 450 units, but the city doesn't regulate the number of people living in a home.

Mr. Miller also asked about the additional traffic with Director Williams stating a traffic study would be done.

Cliff Anderson, Hibriten Drive addressed City Council and asked if the homes would be connected to the City's sewer system or if septic tanks would be required.

Director Williams stated the subdivision would be connected to the City's sewer system.

Councilmember Perdue stated the major priority of City Council is housing and this proposed cluster subdivision meets that need.

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

Upon a motion by Councilmember Perdue, City Council voted 6 to 0 to adopt the Conditional Zoning-9 Ordinance Amendment adding cluster subdivision development standards to reflect a minimum side setback of five (5) feet, and a minimum lot size of 3,600 square feet for property located off of the McLean Drive Extension as described above and as based on the submitted Consistency Statement.

X. ADJOURNMENT

A. There being no further business, the meeting was adjourned at 6:37 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

City of Lenoir			
Financial Highlights			
Year Ended June 30, 2024			
	2024	2023	Increase (Decrease)
General Fund			
Cash and investments (including restricted cash)	19,626,284	17,742,539	\$ 1,883,745
Total assets	22,189,455	20,168,381	2,021,074
Fund balance	21,356,498	19,211,846	2,144,652
Total revenues	24,821,646	23,704,724	1,116,922
Total expenditures	22,514,994	21,458,474	1,056,520
Other financing sources (uses)		-	-
Change in fund balance	2,144,652	2,246,250	(101,598)
Percent of taxes collected	97.4%	97.8%	
Unassigned fund balance as a % of general fund expenditures	83.7%	79.4%	
Total Expenditures by Department:			
General Fund:			
General government	3,712,692	3,893,607	(180,915)
Public safety	12,040,725	11,013,352	1,027,373
Transportation	2,496,750	2,353,258	143,492
Environmental protection	1,305,564	1,277,557	28,007
Economic and physical development	814,866	688,092	126,774
Cultural and recreation	2,014,713	2,102,924	(88,211)
Debt service	129,684	129,684	-
Special Revenue Funds			
Cash and investments (including restricted cash)	2,628,627	3,414,348	(785,721)
Total assets	2,628,627	3,414,348	(785,721)
Fund balance	535,935	628,997	(93,062)
Total revenues	3,638,349	2,464,665	1,173,684
Total expenditures	3,731,411	2,137,124	1,594,287
Change in fund balance	(93,062)	327,541	(420,603)
Enterprise Fund - Water and Sewer			
Cash and investments (including restricted cash)	14,106,587	11,142,203	2,964,384
Total assets	85,544,720	85,731,247	(186,527)
Net position	61,587,053	60,434,809	1,152,244
Total revenues	10,879,292	10,440,467	438,825
Total expenditures	10,114,737	9,004,117	1,110,620
Nonoperating revenues (expenditures)	198,569	(9,279)	207,848
Change in net position	1,152,244	1,427,071	(274,827)

BK 2124 PG 510 - 520 (11)

This document presented and filed:
12/11/2024 01:57:44 PM

Fee \$26.00



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

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AN ORDINANCE OF THE CITY COUNCIL OF LENOIR, NORTH CAROLINA, DESIGNATING CERTAIN LAND GENERALLY LOCATED NORTH AND SOUTH OF MCLEAN DRIVE, WEST OF HUNTINGTON WOODS NEIGHBORHOOD AND HIBRITEN DRIVE, COMPRISED OF 157 ACRES, MORE OR LESS, AS CONDITIONAL ZONING DISTRICT #9 (CZ-9) ON THE CITY'S OFFICIAL ZONING MAPS; DIRECTING AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE.

Whereas, at its regularly scheduled meetings of October 28, 2024, the Lenoir Planning Board considered zoning application case number ZOA 3-24, requesting the Conditional Zoning district designation amendment, for approximately 157 acres of land, described by the legal description attached to this ordinance as **Exhibit "A"** (hereinafter the "Property"); and

Whereas, the property owner and applicant desires to develop a multi-phase, master planned residential development on the property, while preserving green space and environmentally sensitive areas, necessitating the need for Conditional Zoning; and

Whereas, based upon the evidence presented to the Lenoir Planning Board, including the information and analysis contained in the staff report for application case number ZOA 3-24, and subject to certain conditions, the Lenoir Planning Board recommended that the Lenoir City Council approve said conditional zoning application and adopt an ordinance in accordance therewith; and

Whereas, the Lenoir Planning Board has found that approval of the application is consistent with the City's adopted Comprehensive Plan, which calls distinctive neighborhoods that preserve open space,

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enhance walkability, accommodate a range of housing types, use stormwater measures as community amenities, and foster a strong sense of place. The proposed development is consistent with the Future Land Use Map, which identifies the parcel as “medium density residential” and “mixed use with commercial” — while commercial uses aren’t proposed, the densities and mix of housing types proposed are consistent with the larger area accommodating a mix of uses. The re-zoning is reasonable and in the public interest because it provides much-needed housing at a variety of densities, at an appropriate scale near the US-321 commercial corridor; and

Whereas, the Lenoir City Council hereby finds that this ordinance is consistent with the intent and purpose of the Conditional Zoning designation as established by Appendix A, Article V, Section 502, Lenoir City Code; and

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

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

SECTION 1. ZONING. After due notice and public hearing, and pursuant to Appendix A, Article XIV of the Lenoir City Code, and other relevant portions of the Lenoir City Code, the zoning designation for the Property is hereby changed from the R-12 zoning district to Conditional Zoning district on the City’s Official Zoning Map (to be denoted as “CZ-9”).

SECTION 2. OTHER DEVELOPMENT LAWS. Except as expressly provided otherwise by this ordinance, the CZ-9 zoning district remains subject to all applicable federal, state, and local laws, and nothing in this ordinance shall be construed to exempt the Property from the lawful authority or jurisdiction of any federal, state, or local agency.

SECTION 3. DEFAULT ZONING DISTRICT. Except as expressly provided otherwise by this ordinance, the Property shall be governed by the land development regulations of the R-12 zoning district.

SECTION 4. SPECIAL CONDITIONS. The Conditional Zoning district for the Property is subject to the following special conditions:

1. **Concept Plan.** Subject to any modifications expressly contained in the text of this ordinance, development and maintenance of the Property must be consistent with the concept plan attached to this ordinance as **Exhibit “B”** (hereinafter the “Concept Plan”). In the event of a conflict between the text of this ordinance and the Concept Plan, the text of this ordinance shall control. References in this ordinance to lots, parcels, buildings, phases, and other development features refer to such features as identified on the Concept Plan.
2. **Variations.** Zoning variations to the standards of the default zoning district not modified by this ordinance may be approved pursuant to the procedures set forth in Appendix A, Article XIII, Section 1312.1 of the Lenoir City Code.

3. **Modification.** The special conditions specific to the CZ-9 zoning district may only be modified by application for a zoning map amendment following the procedures outlined in Appendix A, Article VIII, Section 820 of the Lenoir City Code.
4. **Definitions.** Where used in this ordinance, the following terms are defined as follows:
 - a. *Dwelling, Single-family attached* (Townhouses or row houses) - A single-family dwelling unit constructed in a series or groups of attached units with a common dividing side wall with property lines separating such units. A single dwelling unit occupies the area from ground to roof and may include front and/or back yard areas. Two, three, or four units may be attached together.
 - b. *Dwelling, Single-family detached* - A detached building on its own platted lot that contains one dwelling unit, other than a manufactured home, designed for occupancy exclusively by one family. One accessory dwelling unit is allowed to be located on any single-family lot.
 - c. *Dwelling, Multi-family low-rise* - A low-intensity multi-family development. Often called garden apartments, buildings are typically arranged around common courtyards or greenspace, with patios, porches, decks, or other private amenities for each unit. Units are usually accessed through private entrances directly from the outside. Maximum four units per building.
5. **Permitted Uses.** The uses permitted in CZ-9 vary by the three sections on the Concept Plan. They are as follows:
 - a. **Section I & Section III (South of McLean Drive):** Attached single-family, detached single family, low-rise multi-family, and club house.
 - b. **Section II (North of McLean Drive):** Detached single family and accessory uses.
6. **Density.** Residential uses shall be limited to a maximum density of 3.6 dwelling units/acre. Individual sections may exceed this density provided the overall density falls below 3.6.
7. **Open Space.** At least 30 percent of the overall acreage must be preserved as open space, calculated across all three sections. Each section must contain at least 10 percent open space. Greenways, active recreation/amenities, stormwater features when landscaped/designed to be amenities, and perimeter and stream buffers all may be considered to meet the open space requirement — parking areas are not considered open space. Open space should be located on steep slopes and alluvial areas, in order to protect these areas from erosion and negative impacts of development.
8. **Development Standards.**
 - a. The minimum setbacks for *single-family detached dwellings* are:
 - a. Front: 20 ft.
 - b. Side 5 ft.
 - c. Street side: 20 ft
 - d. Rear: 20 ft.
 - b. The minimum setbacks for principal structures (*not including single-family detached dwellings*) are:
 - a. Front: 20 ft.
 - b. Side 10 ft. or 0 ft.
 - c. Street side: 20 ft.
 - d. Rear: 20 ft.
 - c. The minimum lot size for single-family homes is 3,600 square feet, which will allow for reasonable density of development.
9. **Private Roads.** Where roads exclusively serve attached dwellings or multi-family uses, private maintenance may be required. Frontage on a private road under this scenario will be considered satisfactory frontage for platting fee simple lots.
10. **Home Owners Association.** An HOA, or multiple HOAs, must be established for all sections that contain commonly owned improvements, and will be responsible for maintaining all commonly owned

private improvements — including but not limited to private roads, open space, stormwater conveyance systems, and neighborhood entrance signage.

11. Ingress and Egress.

- a. **Section I:** Access from the road behind Lowes and access from Hibriten Drive is required. At least one road connection must be provided between Section 1 and Section 3.
 - b. **Section II:** The existing road network in Huntington Woods must be extended into Section 2. One additional connection to McLean Drive is required. This connection should be located to align with the clubhouse entrance.
 - c. **Section III:** An additional connection to McLean Drive is required, and one additional connection point must be provided to Section 1.
 - d. **Clubhouse Parcel:** A driveway connection may be located on McLean Drive, pending approval by NCDOT. Alternative access may be from Section 1 or Section 3.
 - e. **Greenway/Pedestrian Connections:** Each subarea and any cul-de-sac lots must have an easily accessible trail access point (within 500 ft. of any dwelling unit), allowing use of the greenway to access other neighborhood clusters as well as community amenities. The greenway crossing of McLean Drive must be approved by NCDOT, and should be designed in accordance with standard engineering practices for mid-block greenway crossings.
- 12. Stormwater/Low Density Design.** Development must conform to NCDEQ's SW Design Manual's low density design requirements for dispersed flow and vegetative conveyances whenever feasible. Where subarea clusters exceed 2.4 du/acre, post construction stormwater management may be required for those areas. Density determinations will be made during the preliminary plat process.
- 13. Landscaping.** Where a mature tree buffer does not exist, a continuous 15' wide landscape screen must be maintained along all property lines that abut residential zones. The screen must meet the requirements of Sec. 712.12.
- 14. Phasing — Cluster Neighborhoods and Community Amenities.** The sections may be built-out in any order, and each section may be developed in multiple phases, in accordance with the following:
- a. Each phase must be able to "stand alone" and function in accordance with generally accepted engineering and planning practices and the requirements of the Lenoir Code of Ordinances.
 - b. The main Greenway and unpaved hiking/walking trail south of McLean Drive must be constructed with the first phase of development; the trail north of McLean drive (in Section II) must be constructed prior to the first C/O in Section II. Pedestrian connections to the main greenway trail must be built with other infrastructure in each phase — paving may be required
 - c. The clubhouse/community amenity parcel must be developed prior to 75% build-out of any single phase or 30% build-out of the entire project, whichever is sooner.

SECTION 5. SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

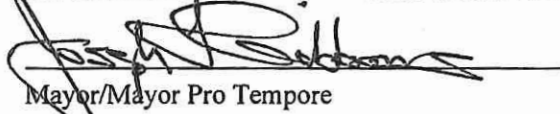
SECTION 6. EFFECTIVE DATE. This ordinance takes effect upon adoption.

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, the 22nd and the 29th day of November, 2024.

DONE, THE PUBLIC HEARING, at a regular meeting, the 3rd day of December, 2024.

DONE, ENACTED ON FINAL PASSAGE, by an affirmative vote of the majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this 3rd day of December, 2024.

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


Mayor/Mayor Pro Tempore

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

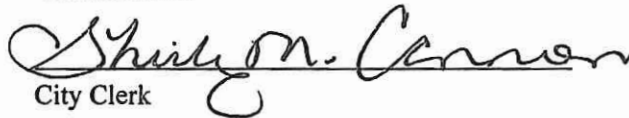

City Clerk



Exhibit A – As found on Deed Book 1131, Page 1299

EXHIBIT "A"

This is a description of a survey made for First Union National Bank, Trustee of the T. H. Broyhill Estate, being a part of that property as described at Deed Book 125 at Page 471, a part of that property is described at Deed Book 121 at Page 077, a part of that property is described at Deed Book 127 at Page 218, a part of that property is described at Deed Book 290 at Page 247, and a part of that property is described at Deed Book 298 at Page 383, all as recorded in the Caldwell County Registry of Deeds, being in the City of Lenoir, Lower Creek Township, Caldwell County, North Carolina and being more particularly described as follows:

BEGINNING on a concrete monument on the east right-of-way of U.S. Highway 321, said BEGINNING POINT being a corner with that property belonging to Paul Broyhill as recorded at Deed Book 851 at Page 629 in the Caldwell County Registry of Deeds, and being located South 25 degrees 26 minutes 19 seconds East 542.40 feet from the N.C.G.S. Station "Claron", and said BEGINNING POINT having the North Carolina grid coordinates of North 792,005.56 feet East 1,253,043.40 feet; thence from the POINT OF BEGINNING and with the Paul Broyhill property, North 77 degrees 54 minutes 10 seconds East 800.68 feet to the center of a concrete monument; thence still with the Paul Broyhill property and with other properties, North 11 degrees 51 minutes 10 seconds West 2031.51 feet to an existing 3/4-inch iron pipe, which is a corner with that property belonging to BMC Fund, Inc. (see Deed Book 303 Page 623, Deed Book 318 Page 553, Deed Book 536 Page 189, Deed Book 794 Page 077); thence continuing with the BMC Fund, Inc. property, North 77 degrees 55 minutes 32 seconds East passing an existing 1/2-inch iron pipe on line at 65.41 feet and continuing on the same bearing 12.58 feet for a total distance along this bearing of 77.99 feet to a point in the center of a branch, still at the corner of the BMC Fund, Inc. property; thence with the branch and with the BMC Fund, Inc. property for eight calls: North 47 degrees 25 minutes 26 seconds West 218.71 feet; North 45 degrees 43 minutes 52 seconds East 27.40 feet; North 47 degrees 07 minutes 52 seconds West 37.50 feet; North 08 degrees 49 minutes 58 seconds West 101.50 feet; North 20 degrees 29 minutes 11 seconds West 110.94 feet; North 31 degrees 33 minutes 02 seconds East 55.43 feet; North 12 degrees 14 minutes 41 seconds East 110.37 feet; North 61 degrees 48 minutes 36 seconds West 198.83 feet to a point in the center of the branch, the corner of the BMC Fund, Inc. property and that property belonging to Lenoir Golf Club, Inc., a deed of which is recorded at Deed Book 865 at Page 697; thence with the Golf Club property for three calls: North 59 degrees 21 minutes 49 seconds East passing an existing 1/2-inch iron pipe on line at 11.65 feet and continuing on the same bearing 208.40 feet for a total distance along this bearing of 220.05 feet to an existing 1/2-inch iron pipe; North 33 degrees 13 minutes 49 seconds East 45.01 feet to a new 3/4-inch iron pipe; North 49 degrees 24 minutes 08 seconds East 59.01 feet to a new 3/4-inch iron pipe, which is a corner with the Lenoir Golf Club, Inc. property and Lot Number 17 of "Woodridge Estates" (Plat Book

14 Page 129, 130, 146, and 202); thence with the "Woodridge Estates" Subdivision for three calls: South 44 degrees 45 minutes 40 seconds East 239.80 feet to an existing 1/2-inch iron pipe on the northwest right-of-way of Golfview Court (see a 40-foot wide right-of-way recorded at Deed Book 1031 at Page 875); thence with the northwest right-of-way of Golfview Court, South 12 degrees 10 minutes 56 seconds West 159.51 feet to an existing 1/2-inch iron pipe; North 76 degrees 45 minutes 23 seconds East (crossing Golfview Court), passing an existing 1/2-inch iron pipe on line at 44.29 feet, continuing 366.32 feet to an existing 1/2-inch iron pipe and still continuing on the same bearing 1376.44 feet for a total distance along this bearing of 1787.05 feet to an existing 1/2-inch iron pipe, a corner with "Woodridge Estates", that property belonging to Tommy Setzer as recorded at Deed Book 289 at Page 549, and that property belonging to Mack Wilson, a deed of which is recorded at Deed Book 695 at Page 838; thence with the Wilson property South 14 degrees 55 minutes 48 seconds East 458.21 feet to an existing 1/2-inch iron pipe at a poplar tree, a corner with the Wilson property and that property belonging to Brenda Strait, a deed of which is recorded at Deed Book 769 at Page 671; thence with the Strait property South 16 degrees 04 minutes 55 seconds East 65.87 feet to the center of an 18-inch Hickory tree, a corner with the Strait property and that property belonging to Everett Haney, et al, a deed of which is recorded at Deed Book 1045 at Page 524; thence with the Haney, et al, property for three calls: South 33 degrees 44 minutes 53 seconds East 170.94 feet to an existing 1/2-inch iron pipe; South 59 degrees 18 minutes 42 seconds East 187.14 feet to an existing 1/2-inch iron pipe South 48 degrees 13 minutes 58 seconds East 150.38 feet to an existing 3/4-inch iron pipe, a corner with the Haney property and that property belonging to William Spicer, a deed of which is recorded at Deed Book 599 at Page 325; thence with the Spicer property, South 04 degrees 44 minutes 36 seconds West 133.73 feet to an existing 1 1/4-inch iron pipe, a corner with the Spicer property and that property belonging to Duke Power Co., a deed of which is recorded at Deed Book 649 at Page 48; thence with the Duke Power Co. property, South 04 degrees 04 minutes 27 seconds West 134.19 feet to a corner marked by an axle, a corner with the Duke Power Co. property and that property belonging to Clarence Land, a deed of which is recorded at Deed Book 819 at Page 245 and at Deed Book 277 at Page 408; thence with the Land property for two calls: South 07 degrees 33 minutes 11 seconds East 328.13 feet to a 20-inch marked ash tree; South 03 degrees 36 minutes 40 seconds East 199.61 feet to an existing 1/2-inch iron pipe, a corner with the Land property and that property belonging to Andrea Dula, et al, a deed of which is recorded at Deed Book 1119 at Page 427; thence with the Dula property South 41 degrees 14 minutes 46 seconds East 148.41 feet to an existing 1/2-inch iron pipe at a large oak tree, a corner with the Dula property and that property belonging to Vernon Greene, a deed of which is recorded at Deed Book 255 at Page 21; thence with the Greene property North 83 degrees 18 minutes 43 seconds West 166.69 feet to an existing 1/2-inch iron pipe; thence still with the Greene property South 45 degrees 58 minutes 25 seconds West (passing the corner of the Ernest L. Reid, Jr. property) 537.52

feet to an existing 1/2-inch iron pipe, a corner with that property belonging to Ernest L. Reid, Jr., a deed of which is recorded at Deed Book 1123 at Page 966 and Page 970; thence with the Reid property South 43 degrees 58 minutes 21 seconds East 330.66 feet to a new 3/4-inch iron pipe, a corner with the Reid property, that property belonging to Lorita Bolen, a deed of which is recorded at Deed Book 1117 at Page 811 and that property belonging to Warren Barlow as recorded at Deed Book 945 at Page 579; thence with the Barlow property South 00 degrees 26 minutes 20 seconds West 965.75 feet to a corner marked by an angle iron, a corner with the Warren Barlow property and that property belonging to Carl Clement (see Deed Book 940 Page 249 and Deed Book 708 Page 581); thence with the Clement property and with the center of the Old Shoates Bridge Road for four calls: South 46 degrees 08 minutes 48 seconds East 21.55 feet to a new 3/4-inch iron pipe; South 14 degrees 09 minutes 33 seconds East 35.13 feet to a new 3/4-inch iron pipe; South 17 degrees 51 minutes 58 seconds East 268.06 feet to a new 3/4-inch iron pipe; South 20 degrees 38 minutes 07 seconds East 161.42 feet to an angle iron found in a fence corner, a corner of the Clement property and that property belonging to Edward Miller as recorded at Deed Book 779 at Page 354; thence continuing with the center of the Old Shoates Bridge Road and with the Miller property for seven calls: South 38 degrees 35 minutes 33 seconds East 70.47 feet to a new 3/4-inch iron pipe; South 30 degrees 58 minutes 19 seconds East 102.33 feet to a new 3/4-inch iron pipe; South 08 degrees 11 minutes 59 seconds West 73.07 feet to a new 3/4-inch iron pipe; South 19 degrees 11 minutes 20 seconds East 136.41 feet to a new 3/4-inch iron pipe; South 23 degrees 49 minutes 02 seconds East 61.53 feet to a new 3/4-inch iron pipe; South 37 degrees 09 minutes 11 seconds East 52.69 feet to a new 3/4-inch iron pipe; South 03 degrees 26 minutes 35 seconds East 29.29 feet to a new 3/4-inch iron pipe, over a culvert in the old roadbed, a corner with the Miller property and that property belonging to Nolan Lovins, a deed of which is recorded at Deed Book 661 at Page 1124; thence with the Lovins property for three calls: South 14 degrees 00 minutes 02 seconds West 34.72 feet to an existing 1/2-inch iron pipe; South 08 degrees 01 minutes 35 seconds West passing an existing 3/4-inch iron pipe on line at 97.34 feet and continuing on a same bearing 223.66 feet for a total distance along this bearing of 321.00 feet to an existing 1-inch iron rod, a corner with the Lovins property and that property belonging to Travis Woods, a deed of which is recorded at Deed Book 1090 at Page 685; thence with the Woods property South 70 degrees 53 minutes 15 seconds West 209.58 feet to a railroad spike in an oak stump, a corner with the Woods property and that property belonging to Ralph Anderson, as recorded at Deed Book 298 at Page 145; thence with the Anderson property for two calls: North 78 degrees 44 minutes 34 seconds West 206.46 feet to an existing 3/4-inch iron pipe; South 01 degrees 30 minutes 23 seconds West 159.85 feet to an existing 3/4-inch iron pipe, a corner with the Duke Power Co., as recorded at Deed Book 669 at Page 572; thence with Duke Power Co. for three calls: South 00 degrees 55 minutes 20 seconds West 10.58 feet to an existing 1/2-inch iron pipe; North 85 degrees 09 minutes 10 seconds East 223.09 feet to a new 3/4-inch iron pipe; North 07 degrees 17 minutes 56

Tuesday, December 3, 2024

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seconds West 1.60 feet to a 1/2-inch rebar, a corner with Travis Woods, a deed of which is recorded at Deed Book 1090 at Page 685; thence with Woods North 87 degrees 29 minutes 41 seconds East 69.13 feet to a new 3/4-inch iron pipe, a corner with Duke Power Co., a deed of which is recorded at Deed Book 669 at Page 572; thence with Duke Power Co. for two calls: South 07 degrees 17 minutes 56 seconds East 48.80 feet to a new 3/4-inch iron pipe; North 85 degrees 06 minutes 37 seconds East 119.11 feet to an existing 1/2-inch iron pipe in the center of an old road, a corner with the Duke Power Co. property and the Nolan Lovins property; thence with the old road and with the Nolan Lovins property, South 04 degrees 14 minutes 21 seconds East 111.30 feet to a P.K. Nail in the center of Hibriten Drive; thence with the center of Hibriten Drive South 08 degrees 59 minutes 40 seconds West 39.90 feet to a P.K. Nail in the center of Hibriten Drive, a corner of that property belonging to Wayne Young (see Deed Book 852 Page 932, Deed Book 836 Page 860); thence with the Young property for three calls: South 85 degrees 07 minutes 59 seconds West passing a new 3/4-inch iron pipe on line at 30.00 feet and continuing on the same bearing 394.97 feet for a total distance along this bearing of 424.97 feet to an existing 1/2-inch iron pipe North 01 degrees 04 minutes 50 seconds West 18.00 feet to a new 3/4-inch iron pipe; South 74 degrees 18 minutes 03 seconds West 71.00 feet to an angle iron, a corner with the Young property and that property belonging to Charles Henry, a deed of which is recorded at Deed Book 591 at Page 396; thence with the Henry property South 72 degrees 39 minutes 22 seconds West 21.90 feet to an angle iron, a corner with the Henry property and that property belonging to Duke Power Co., a deed of which is recorded at Deed Book 669 at Page 572; thence with the Duke Power Co. property for two calls: South 85 degrees 04 minutes 20 seconds West 817.71 feet to an angle iron; South 79 degrees 32 minutes 31 seconds West 85.81 feet to a new 3/4-inch iron pipe, a new corner in the line with the Duke Power Co. property; thence three new lines: North 11 degrees 15 minutes 00 seconds West passing the center of a concrete monument on line at 200.02 feet and continuing on the same bearing 1637.07 feet to a total distance along this bearing of 1837.09 feet to a concrete monument; North 49 degrees 27 minutes 46 seconds West 235.72 feet to a concrete monument; North 07 degrees 40 minutes 33 seconds West 908.28 feet to the POINT OF BEGINNING, containing 205.053 acres gross, subject to a 5.184 acre parcel (a 68-foot wide Duke Power right-of-way) and subject to 6.453 acre parcel (a 200-foot wide Duke Power right-of-way) and being 193.46 acres net by coordinates; together with the nonexclusive use of a 60-foot wide right-of-way connecting the subject property to U.S. Highway 321, the center line of said right-of-way being more particularly described as follows:

BEGINNING on a point in the southwest boundary of the above described 205.053 acre tract; SAID BEGINNING POINT being located North 49 degrees 27 minutes 46 seconds West 163.55 feet from the center of a concrete monument; said monument being located South 62 degrees 44 minutes 32 seconds East 1484.37 feet from the N.C.G.S. Station "Claron", and said monument having the North Carolina grid coordinates of North 791,815.55 feet, East 1,254,129.95 feet;

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thence from the POINT OF BEGINNING and with the center of the right-of-way for four calls: South 77 degrees 54 minutes 10 seconds West 470.00 feet to a point of curve; with a curve concave to the southeast having a radius of 520.00 feet and an arc of 247.33 feet and a chord of South 64 degrees 16 minutes 37 seconds West 245.00 feet to a point in tangency; South 50 degrees 39 minutes 05 seconds West 102.08 feet to a point of curve; with a curve concave to the northwest having a radius of 241.55 feet and an arc of 102.65 feet and a chord of South 62 degrees 49 minutes 33 seconds West 101.88 feet to a point on the east right-of-way of U.S. Highway 321.

As surveyed by Western Carolina Surveyors, P.A.; JOHN E. CLAY, RLS, on the 3rd day of February, 1995 and being their JOB #2758GR2.

**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-31**

WHEREAS, a petition requesting annexation of an area described in said petition was received on October 24, 2024 by the City of Lenoir City Council; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Lenoir deems it advisable to proceed in response to this request for annexation.

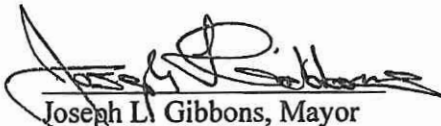
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lenoir that:

The City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council the result of his/her investigation.

This the 3rd day of December, 2024.

Attest:


Shirley M. Cannon, City Clerk, MMC, NCCMC


Joseph L. Gibbons, Mayor

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1951

SEAL

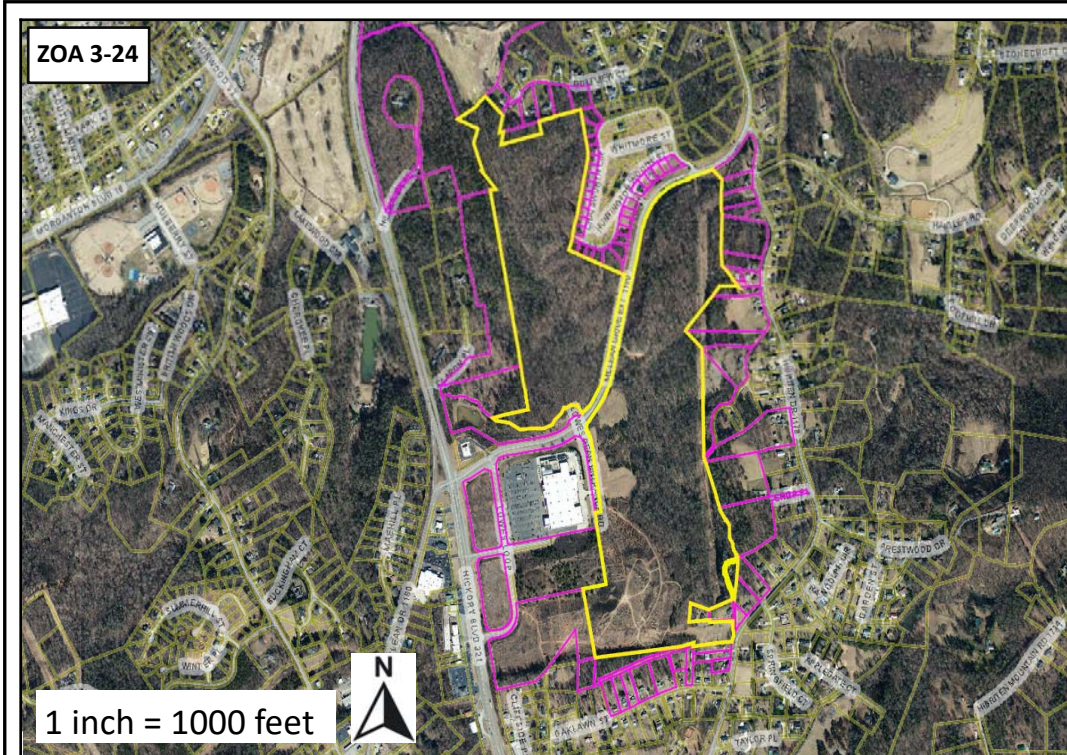
Staff Report

CONDITIONAL ZONING REQUEST

CASE NUMBER ZOA #3-24



LOCATION MAP/AERIAL PHOTOGRAPH



Subject Properties:

Broyhill Timber Resources

47 unique owners of abutting properties were notified.

SUMMARY

Owner

Broyhill Timber Resources

Applicant

Lennar Homebuilders
(Christian Jones)

Location

Off McLean Drive Ext

NC PIN

2759433724

Project Planner

Hannah Williams, AICP, CZO
Matt Duchan

Updated November 20, 2024

Applicant's Request:

The applicant is requesting a text amendment within CZ-9 to reflect a minimum setback of five (5) feet, and a minimum lot size of 3600 square feet.

Staff Recommendation:

Approval, with the proposed conditions outlined in the staff report.

Planning Board Recommendation:

Approval of the request.

Public Comment:

Applicant (Christian Jones) provided public comment with context for site layouts.

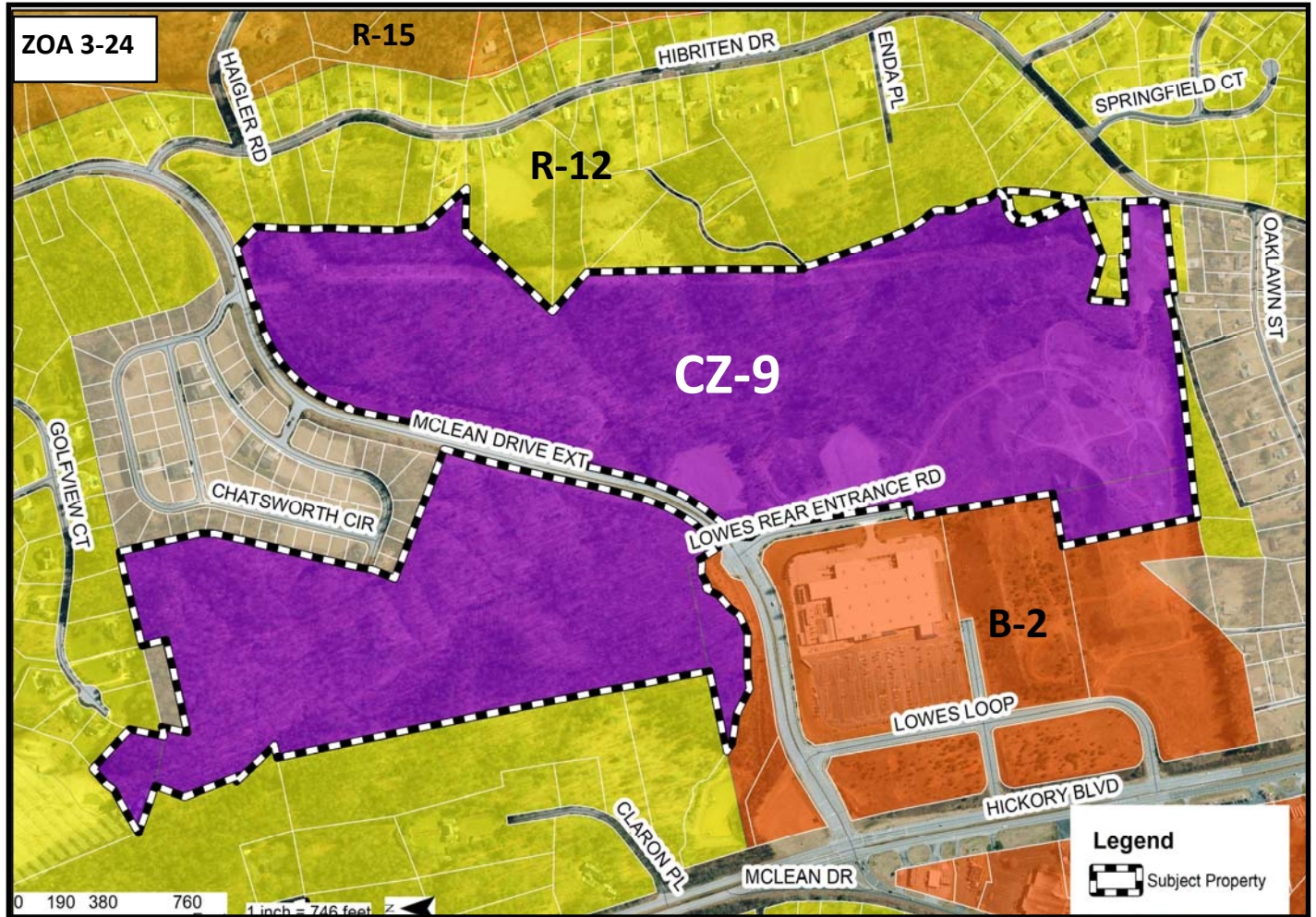
Planning Board Meeting: Scheduled for October 28, 2024. Notices were mailed to adjacent property owners on October 16, 2024.

City Council (Public Hearing): Anticipated to be scheduled for December 3, 2024.

ABUTTING PROPERTY OWNERS

Name(s)	Mailing Address	City	State	Zip
Ralph C. Anderson Jr.	1130-A HIBRITEN DR SE	LENOIR	NC	28645
Thomas & Elda Baker	1258A OAKLAWN ST SE	LENOIR	NC	28645
Sharon Bolen	607 HIBRITEN DR SE	LENOIR	NC	28645
Marcus & Allison Braswell	1301 WINHURST ST SE	LENOIR	NC	28645
Markham Broyhill	800 HICKORY BLVD SW	LENOIR	NC	28645
Broyhill Timber Resources	800 HICKORY BLVD SW	LENOIR	NC	28645
Charles & Elaine Bush	1108 HIBRITEN DR SE	LENOIR	NC	28645
Walter & Donna Clement	918 ENDA PL SE	LENOIR	NC	28645
William Clement	916 HIBRITEN DR SW	LENOIR	NC	28645
Danny & Robin Coffey	415 HUNTINGTON WOODS DR N	LENOIR	NC	28645
Dennis & Lillian Coffey	1218A OAKLAWN ST SE	LENOIR	NC	28645
CY Real Estate LLC	325 WILKESBORO BLVD NE	LENOIR	NC	28645
Duke Power Company - Tax Dept.	422 S CHURCH ST	CHARLOTTE	NC	28242
Jodi Ford	1240 OAKLAWN ST SE	LENOIR	NC	28645
Hart of the Coves LLC	1048 PRESTWOOD DR SE	LENOIR	NC	28645
David Land	579 DELLWOOD DR	NEWPORT NEWS	VA	23602
Nolan Lovins	1120 HIBRITEN DR SE	LENOIR	NC	28645
Lowes Home Centers - Tax Dept.	1000 LOWES BLVD	MOORESVILLE	NC	28117
Chad Martin & Keith Martin	810 HIBRITEN DR SE	LENOIR	NC	28645
Joseph & Lana McNeil	1252 OAKLAWN ST	LENOIR	NC	28645
Ronald & Cheryl Munday	511 GOLFVIEW CT	LENOIR	NC	28645
Alejandra Munoz-Daza	PO BOX 165	LENOIR	NC	28645
P B Realty LLC	2310 RISING SUN LN	MATTHEWS	NC	28104
Catherine Pate	3935 MOUNTAIN VIEW CIR	LENOIR	NC	28645
Josh & Chrystal Pate	1226 OAKLAWN ST SE	LENOIR	NC	28645
Piedmont Companies	PO BOX 1732	LINCOLNTON	NC	28093
Charles Pinkerton & Judy McGuire	504 GOLFVIEW CT	LENOIR	NC	28645
Darren Poarch	1258A OAKLAWN ST SE	LENOIR	NC	28645
John & Tressa Powell	863 CHEROKEE PL SW	LENOIR	NC	28645
Jessica Riggs	714 HIBRITEN DR SE	LENOIR	NC	28645
Pamela Robinson Trustees	PO BOX 1231	LENOIR	NC	28645
Michael Secreast	1114 HIBRITEN DR SE	LENOIR	NC	28645
Edward Setser	5710 WAVERLY LYNN LN	CHARLOTTE	NC	28269
Signature South Holdings Inc.	3138 S TRYON ST	CHARLOTTE	NC	28217
Barry Smith & Priscilla Walker	520 GOLFVIEW CT	LENOIR	NC	28645
William & Clydean Spicer	702 HIBRITEN DR SE	LENOIR	NC	28645
Alisha Stough	822C HIBRITEN DR SE APT L2	LENOIR	NC	28645
Marlene & Gerald Thomas	211 BLUE RIDGE DR	GREER	SC	29651
James & Judith Thompson	509 GOLFVIEW CT	LENOIR	NC	28645
Edwin & Lillie Trivette	1138 HIBRITEN DR SE	LENOIR	NC	28645
Edwin Trivette Jr.	3303 GRASSY KNOB LN	LENOIR	NC	28645
Wayne & Robin Whisenant	P O BOX 596	GRANITE FALLS	NC	28630
Justin White	1018 HIBRITEN DRIVE SE	LENOIR	NC	28645
Jesse & Peggy Wise	1238 OAKLAWN ST SE	LENOIR	NC	28645
Travis & Geneva Woods	1126 HIBRITEN DR SE	LENOIR	NC	28645
Keith & Rebecca Young	1216b OAKLAWN ST SE	LENOIR	NC	28645

EXISTING ZONING



BACKGROUND AND ANALYSIS

Intent of Conditional Zoning

The City of Lenoir's Zoning Ordinance establishes an official zoning map/atlas for the City of Lenoir. The zoning map may be amended from time to time by the City Council when public necessity, convenience, general welfare, or good zoning practice justifies the amendment. Conditional Zoning is intended for use in unique development scenarios when a development proposal does not fit into a conventional zoning district, but may be desirable and compatible with an area depending on the specific details of the project and its surroundings.

The conditional zoning process gives the City sufficient flexibility to determine whether a specific project on a given site will be compatible with the environment and the Comprehensive Plan. Conditional Zoning is a legislative process requiring the Planning Board to review and make a recommendation to the City Council on the request. Each Conditional Zoning district is adopted as an ordinance and is recorded with the Register of Deeds.

Intent of Zoning Amendments

Zoning amendments are an essential component of planning and community development. Without the ability to amend zoning code, rules and regulations would remain static throughout history without policymakers and decision makers having the power to recommend and contribute to growth and change. Zoning amendments can be initiated by planning staff, the Planning Board, City Council, or a property owner (or someone financially influenced by the property (or properties) in question).

Through the zoning amendment process, stakeholders are afforded the right to make reasonable and suitable changes to their properties. These properties are governed by the Lenoir Zoning Ordinance within the confines of recommendations of the Comprehensive Plan as well as reasonable, suitable, or pragmatic planning practices where appropriate.

Subject and Surrounding Properties

The subject property is located on the north and south sides of McLean Drive Ext in the southeast quadrant of Lenoir. Several unnamed streams run through the subject property. The tract is conditionally zoned (CZ-9) as of October 2022 (see appendix A of recorded ordinance). The entirety of the property is undeveloped; The southern tract has been partially cleared and logging roads provide internal access. The northern tract is forested and hilly.

To the west of the subject property, the Lowe's area is zoned B-2 (General Business). The area around the McLean Drive and US-321 intersection has seen several commercial redevelopment projects in recent years. The areas to the north, east, and south are all single-family residential neighborhoods zoned R-15 and R-12. The northernmost property line of the subject property borders the Lenoir Golf Course.

Proposed Amendments

The applicant is proposing to add two conditions to the CZ-9 ordinance.

1. Minimum side setbacks of 5 feet.
2. Minimum lot size of 3,600 square feet.

These conditions would enable the developer to build a cluster subdivision that will include about 450 detached single-family homes.

Existing Regulations of CZ-9

In 2022, the original applicant conceptually designed "Overmountain Forest," and requested the ordinance CZ-9 to allow a residential development with a mix of housing types. The CZ-9 ordinance included three different sections, with required public road connections, open space ratios, public greenway, an HOA to manage open space and other community amenities. The density was set

BACKGROUND AND ANALYSIS (CONT.)

at 3.6 units per acre – resulting in a possible 558 units. The base district of these tracts is R-12, a medium density single family zone, and also would have allowed for this same maximum density. See the recorded ordinance and concept plan in Appendix A at the end of this report. The conditions of CZ-9 are also in comparison table on Page 6. The new applicant, Lennar Homebuilders, does not propose to change any of the already approved conditions.

Cluster Subdivisions

In the adopted CZ-9 zoning ordinance, clustering is discussed and implied in the phasing and density sections, but few development standards for clustering are given. The proposed amendments offer clustering development standards by describing a reduced minimum lot size and side setback. The required minimum lot size is not specified in the conditions of CZ-9, so the base district (R-12) minimum lot size stands- 12,000 sf. The required side setback is specified in CZ-9. For single family homes, it's 10 feet. The applicant is seeking to accomplish clustering with smaller lot sizes and setbacks (as proposed).

A cluster subdivision is a land development practice that helps communities to protect open space and environmentally-sensitive areas. By clustering development, homes are directed to specific areas throughout a tract of land to leave enough space for other amenities. In a development where open space is required to be 30% of the total land area, ample space is made for greenways and public amenities. It is common (and recommended) for cluster development to locate on cul-de-sacs or other lower-trafficked local streets to provide safe pedestrian connections to public spaces. Cluster subdivisions also tend to have smaller lot sizes to create more housing options for a growing population that demands them. It is common for lot width, lot size, and setbacks to be reduced to accommodate these needs.

Development Process/Next Steps

The Conditional Zoning Ordinance describes the permitted uses, development standards, and conditions of the zoning district agreed on by the developer and city. Details related to easements, streets, sidewalks, and stormwater provisions in each section (or subsection) will be established during the Major Subdivision process, consistent with the overall concepts allowed by the CZ ordinance, with a preliminary plat coming back before the Planning Board and City Council for a quasi-judicial hearing. The Preliminary Plat shows infrastructure to be installed, such as water, sewer, sidewalk, greenway, and roads. It also shows the proposed lot layout, and lot count.

Approval of the preliminary plat allows for infrastructure construction to begin. Once infrastructure is installed, the developer proposes the Final Plat for Council approval, at which point it is recorded with the Register of Deeds and the lots are officially subdivided/created. When the developer is ready to start construction of the homes, he or she will apply for zoning, building, driveway, and stormwater permits, as applicable. Planning staff will use the CZ ordinance to guide the Major Subdivision and administratively review zoning permits.

CZ-9 ORDINANCE WITH PROPOSED CHANGES AND PLAN CONSIDERATIONS

Conditions	CZ-9 (Adopted in 2022)	CZ-9 (Proposed Changes, 2024)
Base Zoning	R-12	No Change
Maximum Density	3.6 dwelling units per acre	No Change
Minimum Lot Size	12,000 SF (reverts to R-12)	3,600 SF
Open Space	At least 30 percent of overall acreage	No Change
Permitted Uses	Attached single-family, detached single family, low-rise multi-family	No Change
Proposed Uses	Sections 1 & 3: Attached single-family, detached single family, low-rise multi-family Section 2: Detached single family	Detached Single-family (not an amendment)
Minimum Setbacks	Front: 20 ft. Side: 10 ft. or 0 ft. Street side: 20 ft. Rear: 20 ft.	Front: 20 ft. Side: 5 ft. Street side: 20 ft. Rear: 20 ft.
Private Roads	Roads exclusively serving attached dwellings or multi-family uses.	No Change
Required HOA	Must be maintained for commonly-owned improvements including private roads, open space, stormwater conveyance systems, and neighborhood entrance signage.	No Change
Network Connectivity	Sections 1-3	No Change
Stormwater/Low Density Design	Dispersed flow, vegetative conveyance; stormwater management required in areas above 2.4 du/ac.	No Change
Landscape Screening and Buffering	15' wide landscape screen where mature tree buffer does not exist along property lines abutting residential (???) zones.	No Change
Phasing	Each phase must be able to stand alone; greenway must be constructed in first phase; clubhouse/community amenity must be developed prior to 75% of any single phase or 30% of entire development.	No Change

SURROUNDING MAP



CONSISTENCY STATEMENT/STAFF RECOMMENDATIONS

Consistency with the Comprehensive Plan/Reasonableness of Amendment

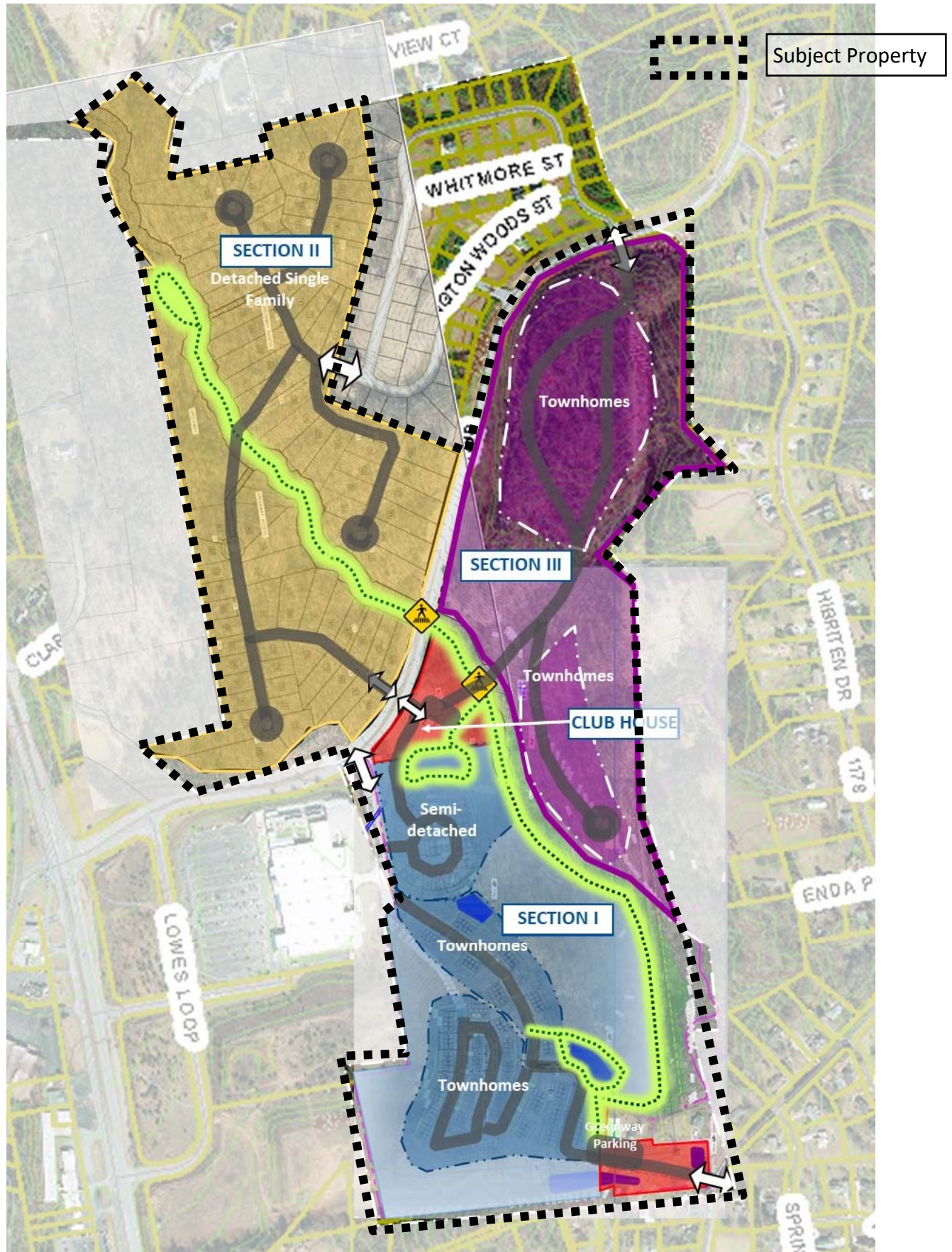
When adopting or rejecting any zoning amendment, City Council must adopt a brief statement describing whether or not the action is consistent with the City's Comprehensive Plan, in accordance with G.S. 160D-605(a), and must also address the reasonableness of any proposed map amendments. Staff offers the following draft statement on the consistency and reasonableness of the request.

The proposed zoning amendment is consistent with the land use policy concepts in the Comprehensive Plan that call for distinctive neighborhoods that preserve open space, enhance walkability, accommodate a range of housing types, use stormwater measures as community amenities, and foster a strong sense of place. The proposed development is consistent with the Future Land Use Map, which identifies the parcel as "medium density residential" and "mixed use with commercial" — while commercial uses aren't proposed, the densities and mix of housing types proposed are consistent with the larger area accommodating a mix of uses. The re-zoning is reasonable and in the public interest because it provides much-needed single-family housing near the US-321 commercial corridor.

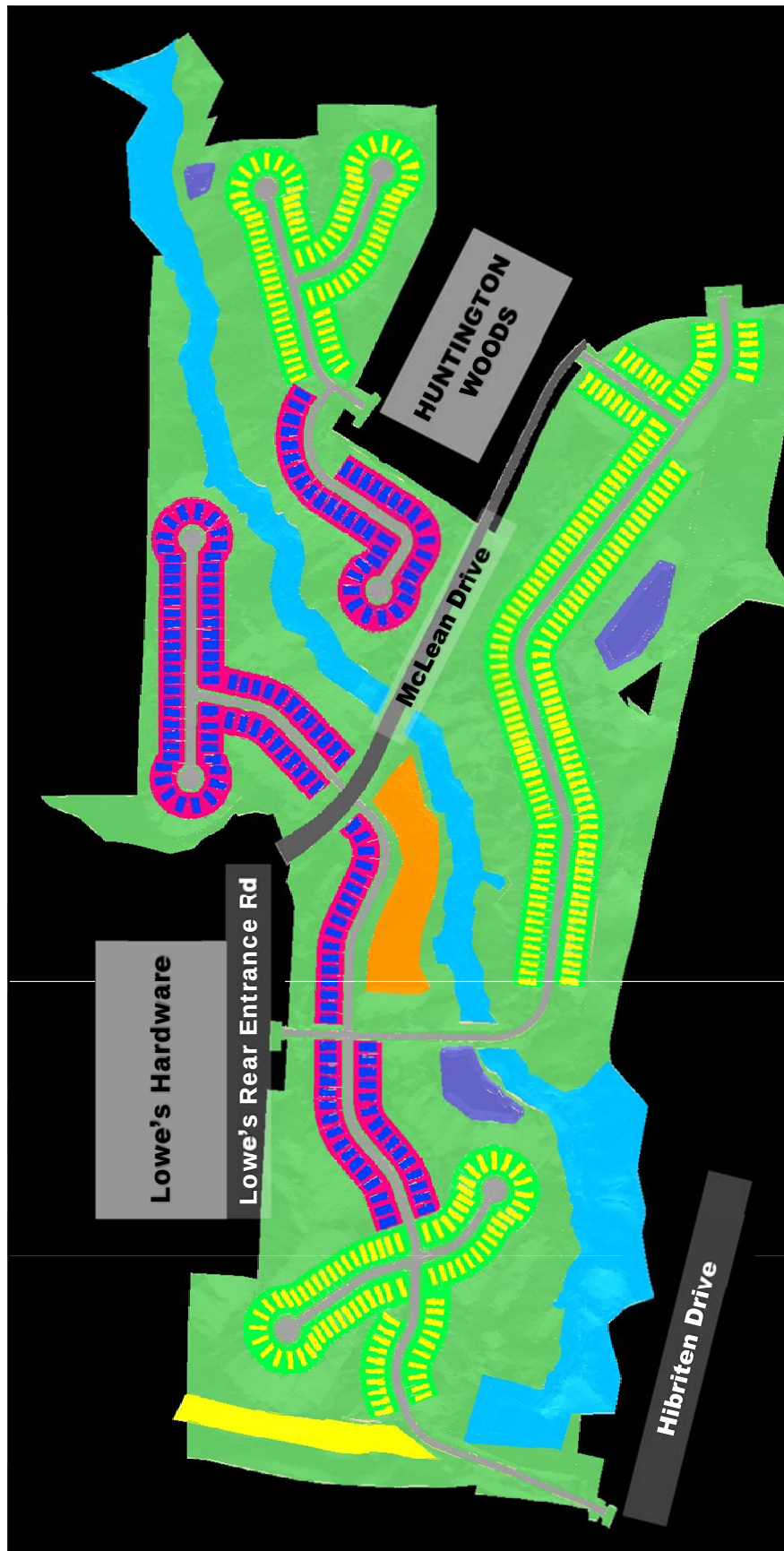
PLANNING BOARD RECOMMENDATIONS

Planning board recommends approval of the request based on consistency statement and staff recommendations.

ORIGINALLY PROPOSED CONCEPT PLAN



SITE PRELIMINARY PROPOSAL (SUBMITTED BY LENNAR)



SITE PHOTOS



Above: Section 1 proposed access (facing west from Hibriten Drive)



Above: Proposed extension of Lowe's Rear Entrance Road (name TBD)



Above: Tentative intersection of greenway bisecting development

Bottom Right: Phase II access from Huntington Woods' Chatsworth Circle



Above: Phase I, facing east from Lowe's Rear Entrance Road



CERTIFICATE OF SUFFICIENCY

To the City Council of the City of Lenoir, North Carolina:

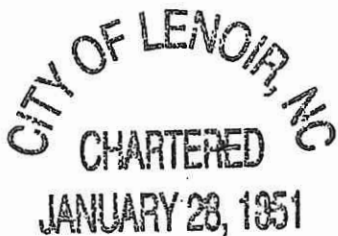
I, Shirley Cannon, City Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition contains an adequate property description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the City primary corporate limits, as defined by G.S. 160A-31.
- c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Lenoir, this the 3rd day of December, 2024.

Attest:


Shirley M. Cannon, City Clerk, MMC, NCCMC



SEAL

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lenoir, North Carolina that:

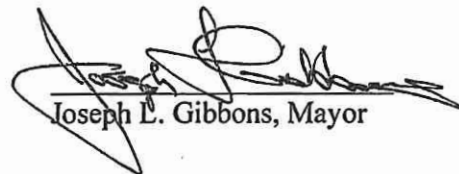
Section 1. A public hearing on the question of annexation of the area described herein will be held at 905 West Avenue, Lenoir, NC at 6:00pm on January 7th, 2024.

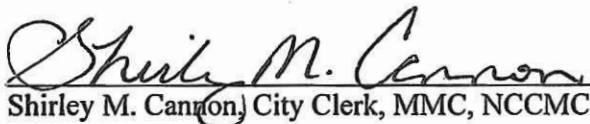
Section 2: The area proposed for annexation is described in Exhibit A.

Section 3. Notice of the public hearing shall be published in the Lenoir News Topic, a newspaper having general circulation in the City of Lenoir, at least ten (10) days prior to the date of the public hearing.

This the 3rd day of December, 2024.

Attest:


Joseph E. Gibbons, Mayor


Shirley M. Cannon, City Clerk, MMC, NCCMC

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1951

SEAL

CITY OF LENOIR
2022 UNIFOUR CONSORTIUM HOME PROGRAM AMENDMENT #1
CAPITAL PROJECT BUDGET ORDINANCE

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

Section 1. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M22-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY 2022 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).

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

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

<u>Revenue</u>	<u>Current</u>	<u>Change</u>	<u>Amended</u>
Revenue from HOME Grant	\$1,230,918	0	\$1,230,918.00
Program Income (PI)	300,000	+321,825.61	621,825.61
Total Revenues	\$1,530,918	+321,825.61	\$1,852,743.61

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

Downpayment (HOME)	\$ 482,733	+273,132.00	\$755,865.00
Downpayment (From PI)	270,000	+299,003.05	569,003.05
Admin (From PI)	30,000	+ 22,822.56	52,822.56
HOME CHDO (HOME)	195,003	0	195,003.00
Multi-Family Housing	307,000	-150,041.00	156,959.00
General Program Admin	123,091	0	123,091.00
Contingency	123,091	-123,091.00	0
Total Expenditures	\$1,530,918	+321,825.61	\$1,852,743.61

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

Tuesday, December 3, 2024
Minutes-City of Lenoir Council Meeting

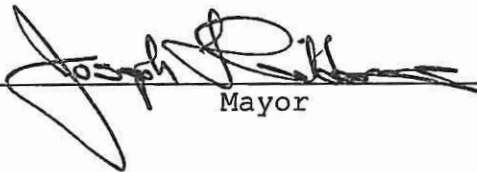
Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

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

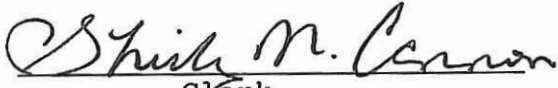
Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

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

Adopted this the 3rd day of December, 2024.



Mayor



Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

CITY OF LENOIR
2023 UNIFOUR CONSORTIUM HOME PROGRAM AMENDMENT #2
CAPITAL PROJECT BUDGET ORDINANCE

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

Section 1. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M23-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY 2023 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).

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

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

<u>Revenue</u>	<u>Current</u>	<u>Change</u>	<u>Amended</u>
Revenue from HOME Grant	\$1,200,690		\$1,200,690.00
Program Income (PI)	300,000	+114,756.24	414,756.24
Total Revenues	\$1,500,690	+114,756.24	\$1,615,446.24

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

Downpayment (HOME)	\$ 91,121	+250,474.35	\$341,595.35
Downpayment (From PI)	270,000	+107,290.62	377,290.62
Multi-Family (From PI)	0	0	0
Admin (From PI)	30,000	+ 7,465.62	37,465.62
HOME CHDO (HOME)	420,000	- 93,000.00	327,000.00
Multi-Family Housing	569,500	-157,474.35	412,025.65
General Program Admin	120,069	0	120,069.00
Total Expenditures	\$1,500,690	+114,756.24	\$1,615,446.24

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

Tuesday, December 3, 2024
Minutes-City of Lenoir Council Meeting

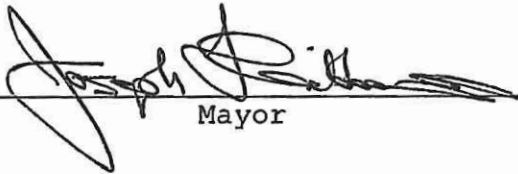
Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

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

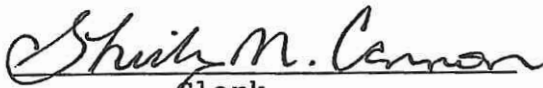
Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

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

Adopted this the 3rd day of December, 2024.



Mayor



Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

CITY OF LENOIR
2024 UNIFOUR CONSORTIUM HOME PROGRAM AMENDMENT #1
CAPITAL PROJECT BUDGET ORDINANCE

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

Section 1. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M24-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY 2024 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).

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

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

<u>Revenue</u>	<u>Current</u>	<u>Change</u>	<u>Amended</u>
Revenue from HOME Grant	\$ 951,716.45	0	\$ 951,716.45
Anticipated Program Income	400,000	0	400,000.00
Total Revenues	\$1,351,716.45	0	1,351,716.45

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

Downpayment (HOME)	\$ 416,569.45	+95,242	511,811.45
Downpayment (From PI)	360,000.00	0	360,000.00
Program Income Admin(From PI)	40,000.00	0	40,000.00
HOME CHDO (HOME)	238,000.40	-95,242	142,758.40
Multi-Family Housing	201,975.00	0	201,975.00
General Program Admin	95,171.60	0	95,171.60
Total Expenditures	\$1,351,716.45	0	\$1,351,716.45

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

Tuesday, December 3, 2024
Minutes-City of Lenoir Council Meeting

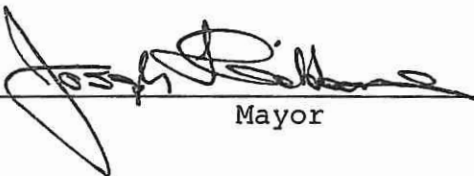
Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

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

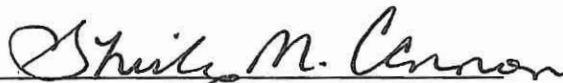
Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

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

Adopted this the 3rd day of December, 2024.



Mayor



Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS
AND THE CITY OF LENOIR
FOR THE PROVISION OF LOCAL GOVERNMENT ASSISTANCE REGARDING
DISASTER RECOVERY
NOVEMBER 18, 2024

This AGREEMENT, entered into effective this the ____ day of November 2024 by the Western Piedmont Council of Governments and City of Lenoir (hereinafter referred to as the "Local Government") and the Western Piedmont Council of Governments hereinafter referred to as the "Planning Agency") WITNESSETH THAT:

WHEREAS, The City of Lenoir is a local government in North Carolina and located within the Western Piedmont Council of Governments region;

WHEREAS, FEMA-4827_DR, Declaration from Tropical Storm Helene was issued by President Joseph Biden on September 28, 2024.

WHEREAS, the Planning Agency will provide mutual support to the Local Government to effectively manage disaster recovery efforts.

WHEREAS, the Planning Agency issued on the Local Governments behalf a request for proposals (RFP) on or about October 9, 2024, for Comprehensive Disaster Recovery, Financial and Grant Management Support and Pre-Disaster Cost Recovery Planning Services.

WHEREAS, the Planning Agency awarded the RFP to Tidal Basin Government Consulting, LLC (hereinafter referred to as the "Contractor") on or about October 22, 2024, as the most advantageous firm.

WHEREAS, the Planning Agency and Contractor shall follow the scope, guidance, and technical assistance per the specific terms and conditions, herein;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Personnel. That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel (staff and/or contractor support) to the Local Government.
2. Compensation and Reimbursement.
 - a. Compensation shall be in accordance with FEMA guidelines outlined in the Public Assistance Program and Policy Guidelines,
 - b. For projects considered large (\$1,037,000.00 or greater) the Contractor and the Planning Agency will provide support to those Local Governments. Small projects (\$1,036,999.00 or less) the Planning Agency will engage as the

primary support role. The Planning Agency administrator shall be responsible for monitoring the Local Governments' and the Contractor's performance.

- c. The Local Government and/or Contractor will submit to the Planning Agency reimbursement documentation to review prior to submission on the FEMA portal to ensure eligible expenditures incurred at a point of disaster and post are documented correctly. The Contractor and/or Planning Agency will forward the invoices to the Local Governments for payment. If the contractor submits an invoice the Planning Agency will first review and approve prior to the Local Government's payment of said invoice. Upon payment to the Contract the Local Government will copy the Planning Agency on the documentation.
 - d. All invoicing from the Planning Agency will cover the staff time, travel, and supplies needed to provide oversight administration. The Local Government will pay the Planning Agency.
 - e. All reimbursement requests approved by FEMA Category Z: Financial Administration are 100% reimbursable up to 5% of the total damages. The Local government is responsible for payment upfront.
3. Termination/Modifications. The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.
 4. Time of Performance. The Local Government may begin services outlined in Attachment A after September 28, 2024. The Planning Agency or Contractor may not reimburse or otherwise compensate the Local Government for any expenditures incurred or services provided prior to September 28, 2024. The end date of the contract shall not be determined until the final Planning Agency and Contractor's invoices are paid and the Local Government is reimbursed for eligible expenses.
 5. Scope of Services. The Planning Agency and Contractor will provide maintenance support as described in Attachment A.
 6. Reports and Documentation. The Local Government shall provide documentation and reports to the Planning Agency using the approved forms which contain the required information to satisfy any requirements imposed by the federal government.
 7. Financial Management. The local government agrees that funds paid through this contract shall be accounted for in a separate bank account and or (DB) utilize a fund accounting structure within the local government's central accounting and

grant management system which clearly tracks detailed grant related financial transactions. The Local Government agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations.

6. Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials. No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. Nondiscrimination Clause. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. Age Discrimination Act of 1975, as amended. No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. Section 504, Rehabilitation Act of 1973, as amended. No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
8. Access to Records and Record Retainage. Internal auditors shall have access to officers, employees, agents and/or other persons in control of and/or responsible for the records that relate to this Agreement for the purposes of conducting audits and independent evaluations. These parties shall also have the right to access and copy all records, including audit work papers, in the possession of any local government auditors. Subrecipients must maintain all source documentation for each Project (2 C.F.R. § 200.302(b)(3)) for 3 years after the date of transmission of the final expenditure report for project completion as certified by the Recipient (Stafford Act § 705(b)(1), 42 U.S.C. § 5205. See FEMA Policy 205-081-2, Stafford Act Section 705, Disaster Grant Closeout Procedures

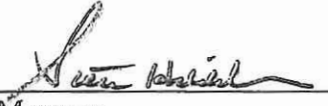
for additional details). The Recipient must keep all financial and program documentation (2 C.F.R. § 200.302(b)(3)) for 3 years after the date it submits the final SF-425. There are several exceptions to this timeframe that may require longer retention periods, including exceptions relating to real property and equipment disposition, audits, and litigation (2 C.F.R. § 200.333). Additionally, SLTT government laws may require longer retention periods.

9. Indemnification. The Local Government agrees to indemnify and hold harmless the Planning Agency, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Local Government in connection with the performance of this Agreement to the extent permitted by law.

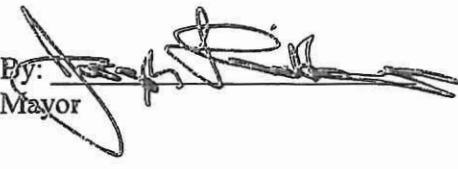
IN WITNESS WHEREOF, the Local Government and the Planning Agency have executed this Agreement as of the date first above written.

CITY OF LENOIR

WESTERN PIEDMONT COUNCIL OF
GOVERNMENTS

By: 
City Manager

By: _____
Executive Director

By: 
Mayor

By: 
Board Chair

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

**ATTACHMENT A:
LOCAL GOVERNMENT ASSISTANCE REGARDING DISASTER RECOVERY FOR
THE CITY OF LENOIR
SCOPE OF SERVICES**

PURPOSE

The purpose is to acquire standby comprehensive disaster recovery management services of FEMA Public Assistance Advisory Services.

DETAILED DISCRIPTION

1. FEMA Public Assistance Advisory Services: The Planning Agency will retain Tidal Basin Government Consulting, LLC to engage and support efforts on large FEMA reimbursement projects and the Planning Agency will provide oversight of the Contractor; The Planning Agency will support the Local Governments with small FEMA reimbursement projects as defined within the contract.

- a. Provide extensive knowledge, experience, and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), the Sandy Recovery Improvement Act of 2013 (SRIA), and the Disaster Recovery Reform Act of 2018 (DRRA).
- b. Evaluate and assist in the formulation, execution, and closeout of FEMA PA Emergency and Permanent Work Project Worksheets (PWs). This will involve expertise in cost estimating, developing detailed damage descriptions and dimensions (DDD's), technical assistance, and project scopes of work (SOW), and cost estimates (CEs).
- c. Meet as necessary with representatives in connection with the programmatic, financial, contracting, and eligibility and process issues, at the request of the client.
- d. Evaluate and recommend potential alternate and/or improved projects.
- e. Evaluate the appropriateness of the use of FEMA programs, including the Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.
- f. Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
- g. Prepare first and second appeals, and arbitration, and Prepare projects for audit and respond to audit findings as requested.

2. FEMA Individual Assistance Advisory Services

- a. Provide expert knowledge and technical competence in FEMA IA Programs, including Mass Care and Emergency Assistance (MC/EA), Individuals and Households Program (IHP), Disaster Case Management (DCM), Crisis Counseling and Training Program (CCP), Disaster Unemployment Assistance (DUA), and Disaster Legal Services (DLS).

- b. Support community relations functions and outreach, and support efforts to provide disaster survivors with guidance on eligibility and the application process for federal, state, and local assistance programs.
 - c. Work as an advocate of disaster survivors and bring to the attention of FEMA any misunderstandings or problems an applicant may have involved any aspect of eligibility, funding, or the programs in general.
 - d. Provide technical assistance related to all aspects of federally funded shelter and housing or home repair programs, including IHP Programs (Transitional Sheltering Assistance, Rental Assistance, Direct Temporary Housing Assistance, and Permanent Housing Construction), Sheltering and Temporary Power (STEP), and HUD Disaster Housing Assistance Programs
 - e. Represent Applicant in discussions with FEMA, State, and other entities related to activation and implementation of housing and individual assistance programs, time extensions, appeals, and eligibility determinations, and other related matters.
 - f. Develop or support the development of strategies, plans, policies, and procedures related to disaster housing and human services.
- 3. FEMA 404 and 406 Hazard Mitigation Expertise
 - a. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events (both Sections 404 and 406).
 - b. Develop hazard mitigation proposals (HMPs), and if needed benefit-cost analysis (BCA), to protect damaged elements and facilities from future damage.
 - c. Prepare hazard mitigation proposals, grant applications, BCA, and other services related to the HMGP, Pre-Disaster Mitigation, and other mitigation programs.
- 4. HUD CDBG-DR, MIT, CV, ESG, and other HUD Program Support Services
 - a. Provide staff augmentation, subject matter expertise, and other support services related to HUD Coronavirus relief programs to include those funded through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Consolidated Appropriations Act, 2021, American Rescue Plan Act (ARPA), and any future legislation (e.g., American Jobs Plan, American Families Plan, and other COVID- 19 related funding programs).
 - b. Provide knowledge, experience and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds.
 - c. Conduct unmet needs assessments that identify the type and location of the community's disaster recovery needs especially in the three core aspects of recovery – housing, infrastructure, and the economy.
 - d. Provide extensive knowledge of CDBG eligible activities and national objectives particularly as they apply to disaster recovery and develop and submit Action Plans.
 - e. Provide technical assistance as requested including HUD level environmental reviews and clearance and other cross-cutting Federal requirements such as documentation, procurement, Federal labor standards, fair housing, accessibility, uniform administration, closeout, and monitoring and compliance.

5. FHWA / FTA Support

Advise and provide technical support for FHWA DR and/or FTA DR funding.

6. Financial / Grants Management Support and Information Technology

- a. Advise on Federal regulation and policy on tracking costs, including direct administrative costs (DAC) and facilitate reimbursement for all eligible costs incurred by the WPCOG and its member local governments. This includes policy developed by FEMA specific disaster recovery grants and any other guidance issued by Federal agencies.
- b. Categorize, record, track, and file costs in support of the financial reimbursement process. Develop IT solutions that support such grants management.
- c. Perform internal controls assessment and support compliance monitoring activities.
- d. Provide expertise using systems to report information to assist in the management of the disaster recovery programs.

7. Resilient Community Planning Program Support

- a. Develop a resilience strategy and program, including goals and strategies.
- b. Conduct preparedness-related services (including training design and execution) and associated pre-disaster recovery planning (e.g., disaster cost recovery, debris management, hazard mitigation).
- c. Conduct preparedness-related services that support (directly or indirectly) a jurisdiction's resilience program.

8. Long-Term Recovery Operations Implementation Support

- a. Manage the operations of the recovery structure to engage with the impacted communities, State and Federal agencies, and non-governmental organizations to identify community recovery needs and develop and implement strategy to support the local recovery efforts.
 - i. Support the disaster recovery coordinator and other mission support personnel to implement recovery priorities.
 - ii. Coordinate with agencies and partners, as necessary, necessary to participate within the Recovery Support Function (RSF) structure.
 - iii. Coordinate with emergency management and other agencies to determine resources to fill staffing needs.
- b. Engage with the impacted communities to provide technical assistance and guidance in developing a local recovery management structure, as necessary.
- c. Engage with the impacted communities, and provide technical assistance as appropriate, to determine recovery needs and goals.
- d. Identify State and Federal resources available to support local recovery goals.
- e. Develop strategies for each RSF to provide technical assistance and programmatic support to meet the local recovery needs.
- f. Manage cost recovery and recovery financing efforts to secure funding for identified recovery strategies.
- g. Manage the implementation of the strategies, including providing technical assistance to communities as needed throughout the recovery process to identify and address continuing needs. Evaluate strategies to determine effectiveness in meeting recovery

Tuesday, December 3, 2024

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needs and adapt as needed.

- h. Evaluate the need for RSFs and a recovery structure throughout the long-term recovery process and adapt the structure as needed through time to manage operations effectively and efficiently.
- i. Provide a plan to transition recovery efforts to steady state operations and demobilizing the recovery structure. This may include providing guidance on the transition to a steady state.

Tuesday, December 3, 2024

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2024-2025 Fiscal Year**Capital Project Amendment****Tuesday, December 3, 2024**

Request for a budget amendment to be made to close out the capital project budget ordinance for the American Rescue Plan Act Project for the fiscal year end 6/30/2025.

ITEM 1: ALLOCATE FUNDING TO THE GENERAL FUND UTILIZING ARPA FUNDS FOR REVENUE REPLACEMENT.

	Use	Amount	Total Revenue Replacement for 2024-2025
	Mulberry - Gym, Roof and Pickle Ball Court	291,932.35	
	PARTF Capital Project - Local Funding	361,685.00	
	Master Plans	69,964.00	
	Sinkhole Expenditures	226,292.00	
	Hospital Avenue - Local Funding	225,798.98	
	Fund Balance for previous capital purchases	1,065,995.21	
	ARPA Funding		2,241,667.54

AN ORDINANCE DIRECTING THE MINIMUM HOUSING INSPECTOR TO REMOVE OR DEMOLISH THE PROPERTY HEREIN DESCRIBED AS UNFIT FOR HUMAN HABITATION AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED.

WHEREAS, the City Council of the City of Lenoir finds that the dwelling described herein is unfit for human habitation under the City Housing Standards, and that all of the procedures of the Minimum Housing Standards have been complied with; and

WHEREAS, this dwelling should be removed or demolished, as directed by the Minimum Housing Inspector, and should be placard thereon the notice prohibiting use for human habitation; and

WHEREAS, the owners of this dwelling, **PRICE NANCY V**, have been given a reasonable opportunity to bring the dwelling up to the standards of the Minimum Housing Standards accordance with G.S. 160A-443 (5) pursuant to an order issued by the Minimum Housing Inspector on July 08, 2024 and the owner has failed to comply with the order;

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

Section 1. The Minimum Housing Inspector is hereby authorized and directed to place a placard containing the following:

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

on the building located at the following address: **309 Glendale ST NW**
Lenoir, North Carolina
Parcel-ID 09 8 2 49
NCPIN 2749982830

Section 2. The Minimum Housing Inspector is hereby authorized and directed to proceed to remove or demolish the described above dwelling in accordance with this Order, and in accordance with the City of Lenoir Minimum Housing Code, and NCGS 160D-1203.

Section 3. The cost of demolition and improvement of the lot shall be a tax lien on the real property as provided by G.S. 160D-1203 (7).

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

BK 2124 PG 148 - 150 (3)

This document presented and filed:
12/09/2024 02:00:45 PM

Fee \$26.00



10102130

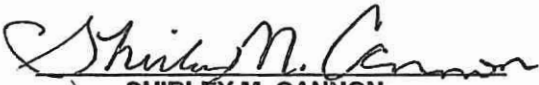
Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

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

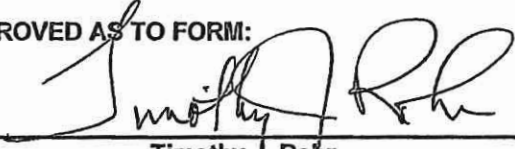
Adopted this the 3th day of December, 2024.


JOSEPH L. GIBBONS
MAYOR

ATTEST:


SHIRLEY M. CANNON
CITY CLERK

APPROVED AS TO FORM:


Timothy J. Rohr
CITY ATTORNEY

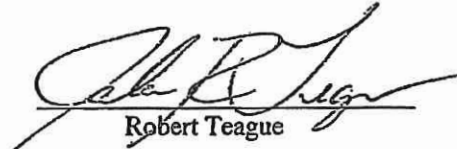
CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851
SEAL

Minimum Housing Violation Affidavit
(309 Glendale ST NW)

I, Robert Teague affirm that as the housing inspector for the City of Lenoir I have made every possible attempt to contact the property owners of 309 Glendale ST NW. NCPIN: 2749982830. I have exhausted all resources in the effort to find the owners and/or heirs of the property mentioned above. The dwelling is unfit for human habitation and is a health/safety hazard for nearby neighbors. At this time the best course of action to eliminate the minimum housing violations is to demolish the structure and remove all debris from the property.

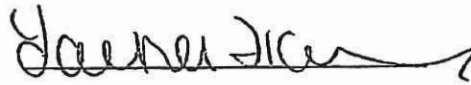
I swear that everything documented in this packet to be true and correct to the best of my information, knowledge, and belief

11/25/24
Date


Robert Teague

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned Notary Public, do hereby affirm that John R Teague personally appeared before me on the 25th day of November, 2024 and signed the above Affidavit ad hid free and voluntary act and deed.


Notary Public

