



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



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Special Recognition: On behalf of City Council, Mayor Gibbons will present a resolution and a key to the City to Councilman Todd Perdue in honor and recognition of his 22 years of dedicated and outstanding service to the City Council, City of Lenoir, and its citizens. A reception will be held from 5:00-6:00 p.m.
- C. FY2024-2025 Annual Audit Report: Cynthia Randolph, CPA, PLLC will present the FY2024-2025 Annual Audit to City Council. A copy of financial highlights ending June 30, 2025 is included in the agenda packet as information.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

- A. Code Amendment; Unauthorized or Improper Use of Public Places/Trespassing Ordinance (Second Reading). Second reading and public hearing of an Ordinance amending Chapter 13 Unauthorized or Improper Use of Public Places and Chapter 18 Trespassing and Prohibited Activity Under Bridges and Pedestrian Underpasses of the Lenoir Code of Ordinances, clarifying enforcement and penalties.
- B. US EPA Notice of Intent to Apply for Brownfield Clean-Up Grant to be used for the environmental clean-up of the “old Broyhill Site” located at 1429 College Ave., SW Parcel ID# 2749445311.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, December 2, 2025, as submitted.
- B. Resolution: Approval of a resolution in honor and recognition of Todd Perdue’s dedicated and outstanding service to the City Council, City of Lenoir and its citizens as submitted.
- C. Acceptance of an Offer to Purchase Real Property and Notice of Offer to Purchase Real Property; 1340 Fairview Drive SW: Marcus Sims has submitted an offer to purchase 1340 Fairview Drive SW owned by the City of Lenoir in the amount of \$13,000.00 plus advertising costs, NCPIN #2748563698 and Tax ID# 06184-1-7 as submitted. Staff has advertised in the News-Topic an upset bid period as required by N.C.G.S. §160A-269. The required 5% bid deposit has been received. No upset bids were received.
- D. Project Bid Award: Lenoir Gateway Phase II; Approval to award the contract for the Lenoir Gateway Phase II to the lowest, responsive, responsible bidder Rite Lite Signs Inc. for \$414,772.00 as submitted. Rite Lite Signs Inc. is also the contractor for the ongoing Lenoir Wayfinding

Project.

- E. Finley Area Water Systems Improvement Project; Proposal for Bunnell Lammons Engineering (BLE) to perform Construction Material Testing Services with anticipated cost of services of \$27,585.00. The total project budget, after bids, included a line-item budget of \$80,000.00 for these services as submitted.
- F. Code Amendments; Chapter 4, Article 4, Buildings and Building Regulations, Non-Residential Buildings or Structures Standards, and Chapter 10, Minimum Housing Standards (First Reading): First reading of ordinances amending Chapters 4 and Chapter 10 of the Lenoir Code of Ordinances related to non-residential buildings or structures standards, and minimum housing standards and authorizing a public hearing to be held on Tuesday, January 20, 2026 for the second reading of the Ordinances.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

- 1. The January calendar will be provided to City Council listing various meetings and events.
- 2. Curbside Christmas tree pickup begins Tuesday, January 6 through Friday, January 30.
- 3. The Lenoir Business Advisory Board will meet on Thursday, January 8 at 6:00 p.m. at City Hall, Third Floor.
- 4. The City/County Services Committee will meet on Monday, January 12 at noon at the J.E. Broyhill Civic Center.
- 5. The Economic Development Advisory Committee will meet on Tuesday, January 13 at 8:15 a.m. at the J.E. Broyhill Civic Center.
- 6. The ABC Board will meet on Thursday, January 15 at 2:00 p.m.
- 7. The City offices will be closed Monday, January 19 in observance of Martin Luther King Jr Day.
- 8. The City Planning Retreat will be held on Friday, February 6 at 8:30 a.m. at Blue Ridge Energy meeting room.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- A. Appointments: Mayor Gibbons will recommend the following elected official appointments.
 - 1. Greater Hickory Metropolitan Planning Organization Transportation Advisory Committee (TAC) – Jonathan Beal
 - 2. Caldwell Railroad Commission – (Joseph Gibbons (fill unexpired term of Todd Perdue – January 1, 2027)

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBER

- A. Closed Session: City Council will enter into closed session under

N.C.G.S. §143-318.11(a)(4) to discuss matters involving economic development; and under N.C.G.S. §143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange or lease.

X. ADJOURNMENT

RESOLUTION HONORING TODD H. PERDUE

WHEREAS, Todd H. Perdue has served faithfully and diligently as a member of the Lenoir City Council since 2003 and served as Mayor Pro-Tem from 2003 to 2007; and

WHEREAS, as an elected official and while working in the insurance industry, Todd Perdue has devoted his time, energy, and talents to the City of Lenoir, and provided experience, sound judgment, and ardent support for the City while serving on various local, regional and state committees to briefly name a few:

- Caldwell Railroad Commission Board Member
- Foothills Regional Airport Authority - Former Member
- First Baptist Church of Lenoir - Deacon
- Centennial Foundation Trustee - First Baptist Church of Lenoir
- Helping Hands Clinic - Former Chairman
- Lenoir Rotary Club - Former Officer and Board Member
- North Carolina League of Municipalities Tax and Legislative Action Committee
- North Carolina League of Municipalities Risk Management Board of Trustees; and

WHEREAS, Todd Perdue has reviewed and deliberated all matters, facts, and proposals presented before the Council in a fair and sound manner, at all times keeping the best interest of the citizens of Lenoir as a first priority; and

WHEREAS, Todd Perdue has worked consistently to further Lenoir's economic, cultural, and aesthetic development, as evidenced by the many successful projects accomplished during his tenure on City Council, including:

- Helping create and contributing to the City of Lenoir Greenway
- Working with City Council on establishing long-term strategies and goals to ensure the fiscal strength and stability of the City; and

WHEREAS, Todd Perdue submitted his resignation from City Council on November 4, 2025.

NOW THEREFORE BE IT RESOLVED, that the Lenoir City Council, in regular session assembled this 6th day of January, 2026, hereby expresses sincere appreciation to our friend and colleague, who through his excellent leadership and dedicated service to this City has earned respect and proudly made lasting contributions for the betterment of the City of Lenoir; and

BE IT FURTHER RESOLVED, I, Mayor Joseph L. Gibbons, by virtue of the authority vested in me as Mayor of the City of Lenoir, North Carolina, and on behalf of the Lenoir City Council and all the citizens, do hereby extend our deepest gratitude and highest commendation to Todd H. Perdue for his devoted and outstanding service.



This the 6th day of January, 2026.

SEAL

Joseph L. Gibbons, Mayor

City of Lenoir

Financial Highlights Year Ended June 30, 2025

	<u>2025</u>	<u>2024</u>	<u>Increase (Decrease)</u>
<u>General Fund</u>			
Cash and investments (including restricted cash)	23,062,366	19,626,284	\$ 3,436,082
Total assets	25,560,225	22,189,455	3,370,770
Fund balance	24,260,505	21,356,498	2,904,007
Total revenues	25,657,698	24,821,646	836,052
Total expenditures	23,342,352	22,514,994	827,358
Other financing sources (uses)	1,083,857		1,083,857
Change in fund balance	3,399,204	2,144,652	1,254,552
Percent of taxes collected	97.1%	97.4%	
Unassigned fund balance as a % of general fund expenditures	93.0%	83.7%	
Total Expenditures by Department:			
<u>General Fund:</u>			
General government	3,704,909	3,712,692	(7,783)
Public safety	12,946,878	12,040,725	906,153
Transportation	2,006,059	2,496,750	(490,691)
Environmental protection	1,101,785	1,305,564	(203,779)
Economic and physical development	768,236	814,866	(46,630)
Cultural and recreation	2,684,800	2,014,713	670,087
Debt service	129,684	129,684	-
<u>Special Revenue Funds</u>			
Cash and investments (including restricted cash)	221,003	2,628,627	(2,407,624)
Total assets	249,835	2,628,627	(2,378,792)
Fund balance	141,900	535,935	(394,035)
Total revenues	4,213,594	3,638,349	575,245
Total expenditures	4,607,629	3,731,411	876,218
Change in fund balance	(394,036)	(93,062)	(300,974)
<u>Enterprise Fund - Water and Sewer</u>			
Cash and investments (including restricted cash)	14,903,501	14,106,587	796,914
Total assets	92,268,872	85,544,720	6,724,152
Net position	62,088,666	61,587,053	501,613
Total revenues	11,446,400	10,879,292	567,108
Total expenditures	10,767,070	10,114,737	652,333
Nonoperating revenues (expenditures)	421,032	198,569	222,463
Change in net position	1,749,792	1,152,244	597,548



Lenoir Police Department

Council Action Form



I. Agenda Item:

Second reading of an Ordinance amending Chapters 13 and 18 of the Lenoir Code of Ordinances to incorporate updates prompted by a US Supreme Court decision affirming municipal authority to regulate the use of city-owned property, and to hold a public hearing on Tuesday, January 06, 2026, for said Ordinance.

II. Background Information:

This ordinance was developed in response to evolving legal standards and community needs related to prohibited activities on publicly owned spaces. Recent court decisions have prompted municipalities to clarify and update regulations governing public property. To ensure the proposed ordinance is both legally sound and operationally practical, it has undergone a comprehensive evaluation by contracted attorneys, as well as the Western Piedmont Council of Governments Homeless Response Team. This review helped verify compliance, consistency, and clarity. Their feedback has shaped a final version that provides clearer definitions, refined enforcement mechanisms, and safeguards that balance public safety, property stewardship, and the fair use of shared community spaces.

III. Staff Recommendation:

Staff recommends adoption of the attached amended ordinance.

IV. Reviewed by:

City Attorney: _____	Date: _____
City Manager: _____	Date: _____
Police Major: <u><i>Mag C. St. John</i></u>	Date: <u>12/29/2025</u>
Police Chief: <u><i>Carl Anderson</i></u>	Date: <u>12/29/2025</u>

Notice of Public Hearing

Notice of Public Hearing

The public will hereby take notice that the Lenoir City Council will conduct a public hearing to consider a Code Amendment; Unauthorized or Improper Use of Public Places/Trespassing Ordinance amending Chapter 13 Unauthorized or Improper Use of Public Places and Chapter 18 Trespassing and Prohibited Activity Under Bridges and Pedestrian Underpasses of the Lenoir Code of Ordinances, clarifying enforcement and penalties on **Tuesday, January 6, 2026, at 6:00 p.m.** in the City-County Meeting Room, located at 905 West Avenue, Lenoir. Interested parties are invited to attend. Copies of the proposed changes are available for review in the Lenoir Police Department, Monday-Friday, 8am - 5:00pm, and at www.cityoflenoir.com/publichearings.

Lauren Hartley, City Clerk
Please publish December 23 and 30

AN ORDINANCE OF THE CITY COUNCIL OF LENOIR, NORTH CAROLINA, AMENDING CHAPTER 13 AND CHAPTER 18 OF THE CITY OF LENOIR CODE OF ORDINANCES RELATED TO PROHIBITED CONDUCT IN PUBLIC PARKS AND FACILITIES AND TRESPASSING ON OR UNDER BRIDGES PROVIDING FOR CODIFICATION, AND AN EFFECTIVE DATE.

Whereas, the City of Lenoir is responsible for maintaining all public property, including parks, greenways, rights-of-way, bridges, pedestrian underpasses, and other municipal spaces in a safe, sanitary, structurally sound, and accessible condition for the benefit of all residents and visitors; and

Whereas, increasing concerns related to unauthorized camping, storage of personal property, obstruction of public streets, sidewalks, and pedestrian pathways, the placement of temporary shelters, and the lighting of open flames in or around public property, bridges, and underpasses have created public safety hazards, impeded pedestrian and vehicular access, and disrupted the intended use and maintenance of these critical public areas; and

Whereas, prohibiting unauthorized camping, the obstruction of public rights-of-way and pedestrian passages, the placement of temporary shelters, and the lighting of open flames in these areas is necessary to protect life safety, prevent fire hazards, maintain structural integrity, ensure proper functioning of public infrastructure, and reduce risks posed to both individuals engaging in such activities and the broader community; and

Whereas, the enforcement measures provided in the ordinance, including warnings, direction to cease prohibited activities, removal of hazardous materials, extinguishment of open flames, and issuance of Notices of Banishment when appropriate equip officers with reasonable and necessary tools to address unsafe conditions while preserving discretion and focusing on safety-driven outcomes that allow for lawful and appropriate use of public spaces; and

Whereas, the City Council finds that these amendments collectively promote public safety, protect essential public and transportation infrastructure, enhance the usability and enjoyment of parks and municipal properties, improve mobility and accessibility, support orderly city operations, and advance the City of Lenoir's commitment to maintaining clean, healthy, safe, and accessible public spaces for all residents and visitors; and

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

SECTION 1. Chapter 13, Article I, Section 13-15, of the Code of Ordinances, City of Lenoir, North Carolina, is hereby amended to read as follows:

~~Sec. 13-15. — Prohibited conduct in public parks and facilities.~~

~~(a) *Being on premises after closing hours.* It is unlawful for any person to be on the premises of a public park or city-owned recreation facility after such park or facility has been closed to the public, unless such person is acting within the scope of his duties or unless such person has written permission from the city recreation department. For the purposes of this section, homeless persons seeking shelter are not in violation if sufficient community shelter space is unavailable because a) there is an inadequate number of beds at the time, or b) there are restrictions on beds that disqualify such persons at no fault of their own, e.g. disability access or exceeding maximum stay requirements.~~

~~(b) *Parking at place not designated for parking: leaving vehicle parked on premises after closing hours.* It is unlawful for any person to park a motor vehicle on the premises of any public park or city recreation facility at a place not designated for parking of vehicles, and it is unlawful for any person to park or allow a motor vehicle under his control to remain parked upon the premises of any public park or recreation facility which has been closed to the public, without written permission from the recreation department.~~

~~(c) *Closing hours defined.* A park or recreation facility shall be deemed closed to the public within the meaning of this section when area lights have been turned out or when attendants have closed such facilities and departed, or when all organized activity has ceased. In no case shall a park or recreation facility be considered open between the hours of 10:30 p.m. and 7:00 a.m., except for activity under the supervision of the parks and recreation department.~~

Sec. 13-15. - Unauthorized or Improper Use of Public Places

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Camp or camping means the use of city or public property for living accommodation purposes such as sleeping, or making preparations to sleep (including the laying down of bedding for the purposes of sleeping); storing personal property; placing any tent or a temporary shelter on the property for living accommodation purposes; regularly cooking or preparing meals; or other similar activities.

Encampment means one or more tent, structure, or assembly of camping equipment or personal property located in an identifiable area within the City of Lenoir which appears to a reasonable person as being used for camping.

Storing personal property means leaving one's personal effects, such as, but not limited to, clothing, bedrolls, cookware, sleeping bags, luggage, knapsacks, or backpacks, unattended for any substantial prolonged length of time.

City property means any parcel of real property owned or leased by the city, including all municipal parks, greenways, public playgrounds, public plazas, attractions, and monuments.

Other public property includes all public or municipal buildings, facilities, structures, properties upon which the buildings, facilities, or structures are located, lots, parcels, and any other public property.

Public street includes all public streets, highways, rights-of-way, bridges, public sidewalks, public benches, public parking lots, and medians.

Temporary shelter means any tent, any tarp, or any type of structure or cover that provides complete or partial shelter from the elements.

Closing hours defined. A park or recreation facility shall be deemed closed to the public within the meaning of this section when area lights have been turned out or when attendants have closed such facilities and departed, or when all organized activity has ceased. In no case shall a park or recreation facility be considered open between the hours of 8:30 p.m. and 6:00 a.m., except for activity under the supervision of the parks and recreation department.

(b) Prohibited Acts.

- (1) Unless otherwise expressly permitted in writing by the city, it is unlawful for any person to camp, sleep, or store personal property on any city property, public street, including property located within public rights-of ways, sidewalks, bridges, or underpasses.
- (2) Tents, temporary shelters, or any items or structures designed or used for sleeping or overnight accommodation are prohibited on city property regardless of whether the tents are occupied and/or contain bedding or camping gear, except in locations designated in writing for camping and permitted for such activity. It is unlawful for any person to place or leave any tent, any temporary shelter, or any bedding on city property unless expressly permitted to do so in writing by the city manager or their designee.
- (3) It is unlawful for any person to obstruct, impede, or interfere with the free passage of persons or vehicles upon public streets and sidewalks, or at other public facilities. The prohibitions in this section shall not apply to individuals who are lawfully occupying, using, or remaining on public property for a legitimate purpose.
- (4) It is unlawful to camp, sleep, store personal property, sit, or lie down on any public property in a manner that obstructs or interferes with pedestrian or vehicular passage, ingress or egress to or from any building or property, or that disrupts, obstructs, or impedes the intended, permitted, or authorized use of the property.
- (5) It is unlawful for any person to light or maintain any open flame or fire on city property, unless specifically in accordance with authorization from city officials.
- (6) Prohibited Conduct in Public Parks and Facilities

(a) Being on premises after closing hours. It is unlawful for any person to be on the premises of a public park or city-owned recreation facility after such park or facility has been closed to the public, unless such person is acting within the scope of his duties or unless such person has written permission from the city recreation department.

(b) Parking at place not designated for parking; leaving vehicle parked on premises after closing hours. It is unlawful for any person to park a motor vehicle on the premises of any public park or city recreation facility at a place not designated for parking of vehicles, and it is unlawful for any person to park or allow a motor vehicle under his control to remain parked upon the premises of any public park or recreation facility which has been closed to the public, without written permission from the recreation department.

(c) Enforcement and Penalties.

- (1) Any activity prohibited under this article is hereby declared to constitute a public nuisance. Anyone, without written permission to do so, camps, attempts to camp, or places any tent or temporary shelter on city property in making preparations to sleep, stores personal belongings, or obstructs, impedes, or interferes with the free passage of persons or vehicles upon public streets and sidewalks, or at other public facilities shall be directed by any duly sworn law enforcement officer or city employee having authority to do so to cease such activity and remove any tents, bedding, temporary shelters, personal belongings, refuse, food containers, bottles, or other items commonly associated with camping or habitation from city property.
- (2) Lighting or maintaining any open flame or fire on city property poses a potential danger to the public and unless permitted to do so, any person lighting or maintaining any open flame or fire shall be directed to stop, to extinguish any burning material, and to remove same once that can be safely done. Any duly sworn law enforcement officer or city employee may summarily extinguish any burning material.
- (3) Duly sworn law enforcement officers, at their discretion, may issue a written Notice of Banishment to any individual found to be in violation of this article. The Notice of Banishment shall inform the individual that they are prohibited from remaining on or returning to the specific city property identified in the notice.
- (4) A person violating this ordinance may be subject to removal by law enforcement off the premises as a trespasser and be subject to those criminal sanctions set forth in Chapter 14 of the North Carolina Criminal Statutes; and

For health and safety reasons, any personal effects left unattended may be deemed abandoned and subject to immediate removal and disposal by the City.

Chapter 18, Article I, Section 18-2, of the Code of Ordinances, City of Lenoir, North Carolina, is hereby amended to read as follows:

~~Sec. 18-2. — Trespassing on or Under Bridges.~~

- ~~(a) *Prohibited actions.* It is unlawful for any person to loiter upon or under any bridge within the city.~~
- ~~(b) *Signage.* Each bridge will be posted at both entrances notifying potential violators by sign "No Trespassing. Police Authorized to Arrest" under G.S. 14-159.13 and 14-4.~~
- ~~(c) A violation of this ordinance is a misdemeanor under G.S. § 14-4.~~

Sec. 18-2. – Trespassing and Prohibited Activity Under Bridges and Pedestrian Underpasses

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Bridge means any elevated structure that spans and provides passage over a roadway, railway, body of water, greenway, or other area. This includes the bridge deck, support structures, abutments, and any areas beneath or immediately adjacent to the structure that are necessary for its safe operation and maintenance.

Pedestrian Underpass means any tunnel, passageway, or below-grade structure designed and constructed to allow pedestrian travel beneath a roadway, railway, bridge, or other obstacle. This includes the walkway, entry and exit points, lighting, and any adjacent areas maintained as part of the underpass system.

Camp or camping means the use of city or public property for living accommodation purposes such as sleeping, or making preparations to sleep (including the laying down of bedding for the purposes of sleeping); storing personal property; placing any tent or a temporary shelter on the property for living accommodation purposes; regularly cooking or preparing meals; or other similar activities.

Storing personal property means leaving one's personal effects, such as, but not limited to, clothing, bedrolls, cookware, sleeping bags, luggage, knapsacks, or backpacks, unattended for any substantial prolonged length of time. This length of time is defined as a period sufficient to indicate abandonment or use of the area for storage, which shall be presumed when the property is left unattended for more than one (1) hour or when the owner is not in the immediate vicinity.

(b) *Prohibited Acts.*

- (1) It is unlawful for any person to obstruct, impede, or interfere with the free passage of persons or vehicles, camp, sleep, store personal property, sit, or lie down upon or under any bridge within the city.
- (2) It is unlawful for any person to stop inside a pedestrian underpass or obstruct, impede, or interfere with the free passage of persons or vehicles within ten feet horizontal or vertical distance of any pedestrian underpass.
- (3) It is unlawful for any person to light or maintain any open flame or fire on or under any bridge or pedestrian underpass within the city.

(c) *Signage.*

Each bridge will be posted at both entrances notifying potential violators by sign "No Trespassing. Police Authorized to Arrest" under G.S. 14-159.13 and 14-4.

(d) *Enforcement and Penalties*

- (1) Any person in violation of this ordinance shall be directed by any duly sworn law enforcement officer or city employee having authority to leave the area and remove any tents, bedding, temporary shelters, personal belongings, refuse, food containers, bottles, or other items commonly associated with camping or habitation from city property.
- (2) Lighting or maintaining any open flame or fire on city property poses a potential danger to the public and unless permitted to do so, any person lighting or maintaining any open flame or fire shall be directed to stop, to extinguish any burning material, and to remove same once that can be safely done. Any duly sworn law enforcement officer or city employee may summarily extinguish any burning material.

- (3) Duly sworn law enforcement officers, at their discretion, may issue a written Notice of Banishment to any individual found to be in violation of this article. The Notice of Banishment shall inform the individual that they are prohibited from remaining on or returning to the specific city property identified in the notice.
- (4) Any person violating this ordinance may be subject to removal by law enforcement off the premises as a trespasser and be subject to those criminal sanctions set forth in Chapter 14 of the North Carolina General Statutes.

SECTION 2. CODIFICATION. The City Clerk shall cause the Code of Ordinances of Lenoir, North Carolina to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

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

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, this ____ day of _____ and this ____ day of _____, 2025.

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

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

Mayor/Mayor Pro Tempore

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

City Clerk

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

NOTICE OF INTENT TO APPLY FOR ENVIRONMENTAL PROTECTION AGENCY (EPA)
GRANTS AND REQUEST FOR COMMENT

Notice is hereby given that the City of Lenoir, NC intends to apply to the EPA for a Brownfield grant to be used for the environmental clean-up of the “old Broyhill Site”, located at 1429 College Ave., SW, Parcel ID #2749445311. A public meeting will be held on Tuesday, January 6, 2026 at 6:00 PM at the City/County Council Chambers located at 905 West Ave., NW, Lenoir, NC. An overview of the grant proposal draft will be provided to the City Council and will be available for public comment. This draft application is based upon current EPA Application Guidelines and is subject to change upon notification by EPA of the revised (if applicable) 2026 grant application requirements and schedule. Comments on the draft proposal will be accepted no later than two weeks prior to the application due date (once established and published by EPA for the 2026 grant cycle) to be considered for inclusion in the final submittal to EPA. For further information contact:

Dr. Jeff Church, Director of Public Utilities

City of Lenoir
801 West Ave.
Lenoir, NC 28645
828-757-2175
jeff.church@ci.lenoir.nc.us

**LENOIR CITY COUNCIL
MEETING MINUTES
TUESDAY, DECEMBER 2, 2025
6:00 P.M.**

- PRESENT:** Mayor Joe Gibbons presiding. Mayor Pro-Tem Ike Perkins, Councilmembers present were Jonathan Beal, Rebecca Dellinger, Ralph Prestwood, Kimmie Rogers, Crissy Thomas, City Manager Scott Hildebran, City Clerk Lauren Hartley and Attorney Timothy Rohr.
- CITY STAFF:** In attendance was Finance Director Donna Bean, Public Services Public Works Director Jon Hogan, Communication & Public Information Director Joshua Harris, Fire Chief Norman Staines, Police Chief Andy Wilson, Planning Director Hannah Williams, City Parks & Recreation Director Phil Harper, Public Services Public Utilities Director Jeff Church and Community Engagement Coordinator Ashely Smith.
- ABSENT:** Economic Development Main Street Director Brenda Floyd.

I. CALL TO ORDER

- A. Mayor Gibbons welcomed Parks & Recreation Director Phil Harper back after his recent surgery. He thanked city staff for their hard work putting up the Christmas decorations and hopes everyone is enjoying them. Light Up Lenoir will be held Thursday, December 4 at 5:00 p.m. and the Friday Night of Lights Christmas Parade will be held Friday, December 5 at 6:00 p.m., weather permitting.
- B. The meeting was opened by a moment of silence and the pledge of allegiance as led by Mayor Gibbons.
- C. Mayor Gibbons introduced The Honorable Chief District Court Judge Robert M. Brady, Retired, to administer the Oath of Office to James I. "Ike" Perkins, Councilmember, Crystal D. "Crissy" Thomas, Councilmember, Jonathan T. Beal, Councilmember and Rebecca C. Dellinger, Councilmember for 4-year terms on City Council.

Mayor Gibbons congratulated and welcomed Councilmember Rebecca Dellinger and stated Council looks forward to working with her. He also congratulated the Councilmembers that were re-elected and expressed appreciation to all of the family members and friends who were present for the swearing in ceremony.

Copies of the signed oaths of office are here by incorporated into these minutes by reference (20-23)

- D. Mayor Gibbons stated City Council will elect a Councilmember to serve a two-year term as Mayor Pro-Tem. He explained City Council will nominate a Councilmember for this position to be voted on by Council. Mayor Gibbons opened up to Council for any nominations for Mayor Pro-Tem.

Councilmember Jonathan Beal made a motion to nominate his colleague, friend, and mentor Ike Perkins for consideration of approval for the Mayor Pro-Tem position.

Due to no additional nominations being submitted by City Council and upon a motion by Councilmember Prestwood, Mayor Gibbons closed the nominations, which carried unanimously, City Council voted 5 to 0 to approve Councilmember Ike Perkins to serve a two-year term as Mayor Pro-Tem.

- E. Chet Effler NCLM Public Safety Risk Consultant gave a presentation on the Law Enforcement Risk Review Process. He thanked the Mayor and Council for allowing them to recognize the Police Department and for completing the Law Enforcement Risk Review. He explained a risk review is a comprehensive agency review of over 40 high risk liability areas to ensure the agency adheres to the best practices and industry standards. Steps in the review process include a in-depth policy review with proof of compliance, onsite agency assessments, which included equipment and facility inspections, officer interviews, and observations of daily operations. The City of Lenoir Police Department has competed the Law Enforcement Risk Review. He complemented Police Chief Andy Wilson and stated he has done an amazing job, the police staff were wonderful to work with and was open and transparent during the process. Chet Effler then presented Chief Police Andy Wilson a plaque and thanked them for the wiliness to commit to this important process.

Police Chief Andy Wilson said he feels confident in knowing the Police Department is operating at the level that we should be and thanked Mr. Effler for this Risk Review.

II. MATTERS SCHEDULED FOR PUBLIC HEARING:

- A. A public hearing was held for ZOA 3-25 Downtown Sidewalk Use Ordinance. The sidewalk subcommittee and Planning Staff drafted an ordinance and supplementary guidebook for limited commercial use of the public sidewalk in the Municipal Service District. This ordinance expands on the existing sidewalk café ordinance and allows for permitted outdoor displays for other uses beyond eating and drinking establishments.

Mayor Gibbons opened the public hearing and asked Planning Director Hannah Williams to come speak about the ordinance.

Planning Director Hannah Williams said this would replace the current sidewalk café ordinance. In the spring some downtown businesses were interested in using the sidewalk for merchandise displays, bench seating and uses that are currently prohibited by code. Planning Board formed a sidewalk sub-committee to study this request. Under the current ordinance the only allowable business use is either a Council approved sidewalk café or one single A-frame sandwich board sign. A-frame signs do not need a sign permit at this time. The sidewalk sub-committee held listening sessions with downtown business owners and city staff. Downtown business owners expressed interest in adding displays on the sidewalk, city staff discussed ADA concerns, building ingress and egress and sanitations should the sidewalk rules change. The sub-committee agreed that the safety of the sidewalk and what the business owners are asking can be done with proper permitting. The ordinance states that all outdoor displays, including A-frame signage must obtain a permit from the Planning Department, requires a \$1 million liability insurance policy naming the city as a party insured and the displays cannot obstruct the 5' wide pedestrian path. It also sets up an enforcement process to be the responsibility of the Planning Department and subjects violators to the civil penalty schedule in chapter one of the code of ordinances.

The Planning Department is suggesting the following fees for sidewalk use permitting:

- A. Sidewalk Café
 - 1. Initial: \$100
 - 2. Renewal: \$25
- B. Outdoor Display

1. Initial and Renewal \$25

Planning Director Williams said Planning Board discussed this case at the October meeting. There were several business owners in attendance, one spoke about exempting the A-frame signage from the permit requirement and leaving it as it is today. However, Planning Board recommended approval of the ordinance as presented, without amendment.

Councilmember Perkins asked if this pertains to business owners only or can any person come put a display on the sidewalk.

Williams responded the ordinance is clear that it is only for the business adjacent to that width of sidewalk and only during open business hours.

Councilmember Rogers asked if downtown business owners currently using the signs have been notified.

Hannah Williams responded yes, they have been using the Downtown Mainstreet business database and several of the business owners have been involved. The Planning Department is allowing for a 60-day grace period before enforcement.

Mayor Gibbons asked if anyone had questions from Council or the public regarding the Downtown Sidewalk Ordinance. With none, Mayor Gibbons closed the public hearing.

Upon a motion by Mayor Pro-Tem Perkins, City Council voted 6 to 0 to approve the ZOA 3-25 Downtown Sidewalk Use Ordinance, as presented.

III. CONSENT AGENDA ITEMS:

Mayor Gibbons presented the following items:

- A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, November 4, 2025, as submitted.
- B. Minutes: Approval of the City Council Special Meeting minutes of the meeting of Monday, November 10, 2025, as submitted.
- C. Capital Project Ordinance; The Campus Project - Phase One: Staff recommends approval of a Capital Project Budget Ordinance in the amount of \$5,834,316 for The Campus Project - Phase One, as submitted.
- D. Acceptance of an Offer to Purchase Real Property and Notice of Offer to Purchase Real Property; 1340 Fairview Drive SW: Marcus Sims has submitted an offer to purchase 1340 Fairview Drive SW owned by the City of Lenoir in the amount of \$13,000.00 plus advertising costs, NCPIN #2748563698 and Tax ID# 06184-1-7 as submitted. Staff recommends Council accept the offer and direct Staff to advertise in the News-Topic starting a ten (10) day upset bid period as required by N.C.G.S. §160A-269 following Council's acceptance of the Offer to Purchase. The required 5% bid deposit has been received.
- E. Resolution; Lenoir's Resilient Wastewater Infrastructure Project Hazard Mitigation: Consideration to approve a resolution designating the primary and secondary agents for the Advance Assistance application for Lenoir's Resilient Wastewater Infrastructure Project. NC Hazard Mitigation Grant Program funds are being applied for to construct an equalization basin at the Lower Creek plant and the replacement of sewer lines along Zack's Fork Creek.
- F. Capital Project Budget Ordinance; Request to revise the 2025 Community Development Block Grant due to a mathematic error, as submitted.
- G. Capital Project Budget Ordinance; Lower Creek Wastewater Treatment Plant Process Basin Improvements Project. The City has been tentatively approved to receive Clean Water State Revolving Funds funding in the amount of \$5,600,000. Staff recommends City Council approval of the ordinance, as submitted.

Upon a motion by Councilmember Thomas, City Council voted 6 to 0 to adopt the above listed items (A through G) on the Consent Agenda as listed and recommended.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

City Manager Scott Hildebran presented the following:

A. Items of Information

1. The December calendar will be provided to City Council listing various meetings and events.
2. The Lenoir Tourism Development Board will meet on Thursday, December 4 at 4:00 p.m. at City Hall, Third Floor.
3. The Light Up Lenoir event will be held Thursday, December 4 at 5:00 p.m. in downtown Lenoir.
4. The Night of Lights Christmas Parade will be held Friday, December 5 at 6:00 p.m. in downtown Lenoir.
5. The ABC Board will meet on Thursday, December 11 at 2:00 p.m.
6. The annual Luminary Display will be held on Friday, December 12 beginning at 6:00 p.m. at Blue Ridge Memorial Park. A rain date is scheduled for Friday, December 19.
7. Carriage rides are available in downtown Lenoir on Thursday, December 18 through Saturday, December 20 from 6:00-9:00 p.m.
8. The City Council meeting of Tuesday, December 16, 2025, has been cancelled. The next meeting will be held on Tuesday, January 6, 2026.
9. The City offices will be closed Wednesday, December 24 through Friday December 26 in observance of Christmas holiday. City offices will also be closed on Thursday, January 1 in observance of New Year's Day.

- ##### **B. Code Amendment; Unauthorized or Improper Use of Public Places/Trespassing Ordinance (First Reading)**
- First reading of an Ordinance amending Chapter 13 Unauthorized or Improper Use of Public Places and Chapter 18 Trespassing and Prohibited Activity Under Bridges and Pedestrian Underpasses of the Lenoir Code of Ordinances, clarifying enforcement and penalties, and authorizing a public hearing to be held on Tuesday, January 6, 2026 for the second reading of the Ordinance.

City Manager Scott Hildebran said Council had this code amendment before them at the October Committee of the Whole meeting and was discussed with the Police Chief at that time, he is available for questions.

Upon a motion by Councilmember Prestwood, City Council voted 6 to 0 to hold a public hearing on Tuesday, January 6, 2026, for the second reading of the Unauthorized or Improper Use of Public Places/Trespassing Ordinance.

City Manager Scott Hildebran wished everyone a Merry Christmas, Happy Holidays, and safe travels.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- ##### **A. Mayor Gibbons said we have a Councilmember Vacancy due to the resignation of Todd**

Perdue. He thanks Todd for his 22 years of service on City Council and wished him nothing but the best. Mayor Gibbons said he meant so much to this council and all boards that he has served on. Mayor Gibbons opens the discussion up to Council on the replacement to fill the vacancy.

Mayor Pro-Tem Perkins said David Stevens has given 22 years to serving on the Lenoir City Council and is a pillar in the community. He has played a major role in completed and upcoming projects in Lenoir and wanted to compliment him for what he has done.

Upon a motion by Mayor Pro-Tem Perkins, City Council voted 6 to 0 to move and appoint David Stevens to fill the vacancy seat on City Council for the remaining two-year term.

Mayor Gibbons reported that Councilmember David Stevens will be sworn in at a later date. (A copy of David Steven's signed oath of December 11, 2025 is hereby incorporated into these minutes by reference. Refer to page (66))

A reception will be held for Todd Perdue on Tuesday, January 6, 2026, where he will be honored for his 22 years of service.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

Councilmember Thomas wanted to thank everyone for the successful Turkey Tuesday, it was the biggest turnout yet.

Mayor Gibbons thanked City Council and staff for all the hard work to make Lenoir such a wonderful place to live and is looking forward to 2026. On behalf of himself and the Council he wished everyone a wonderful holiday and Merry Christmas.

X. ADJOURNMENT

There being no further business, Mayor Gibbons adjourned the meeting at 5:38 p.m.

Lauren Hartley, City Clerk

Joseph L. Gibbons, Mayor

CITY OF LENOIR, NORTH CAROLINA

OATH OF COUNCIL MEMBER

❧ JAMES I. PERKINS ❧

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

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


JAMES I. PERKINS

Sworn to and subscribed before me this 2nd day of December, 2025.


Honorable Robert M. Brady
Chief District Court Judge, Retired



CITY OF LENOIR, NORTH CAROLINA

OATH OF COUNCIL MEMBER

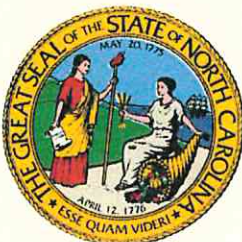
❧ **CRYSTAL D. THOMAS** ❧

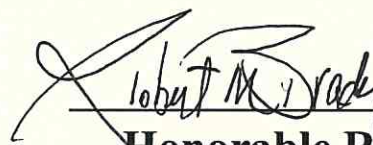
I, *CRYSTAL D. THOMAS* solemnly swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; and, that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

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


CRYSTAL D. THOMAS

Sworn to and subscribed before me this 2nd day of December, 2025.




Honorable Robert M. Brady
Chief District Court Judge, Retired

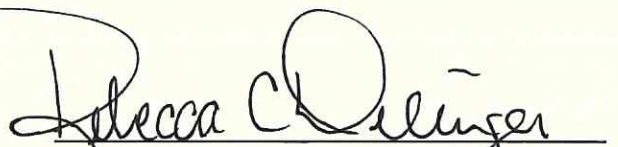
CITY OF LENOIR, NORTH CAROLINA

OATH OF COUNCIL MEMBER

❧ **REBECCA C. DELLINGER** ❧

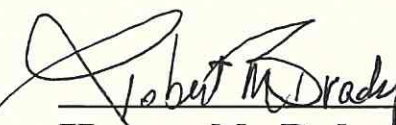
I, *REBECCA C. DELLINGER* solemnly swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; and,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

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


REBECCA C. DELLINGER

Sworn to and subscribed before me this 2nd day of December, 2025.




Honorable Robert M. Brady
Chief District Court Judge, Retired

CITY OF LENOIR, NORTH CAROLINA

OATH OF COUNCIL MEMBER

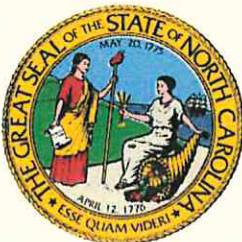
❧ JONATHAN T. BEAL ❧

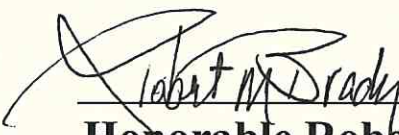
I, *JONATHAN T. BEAL* solemnly swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; and, that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

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


JONATHAN T. BEAL

Sworn to and subscribed before me this 2nd day of December, 2025.




Honorable Robert M. Brady
Chief District Court Judge, Retired

LENOIR SIDEWALK USE GUIDEBOOK AND MANUAL

CITY OF

LENOIR
NC ★ CREATE WITH US

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LENOIR'S SIDEWALK USE GUIDEBOOK

Purpose

The City of Lenoir's Sidewalk Use Guidebook outlines appropriate sidewalk usage in the Municipal Service District (see map on page 13). This manual is supplemental to the Sidewalk Use Ordinance in Chapter 13, Article VI in the Lenoir Zoning Ordinance and maintained by the Planning Department to clarify and illustrate the concepts contained in the Sidewalk Use Ordinance. While it is intended to provide guidance for commercial use of the public sidewalk, each site is unique, so there may be instances where Planning Staff require additional design interventions or make exceptions. Pedestrian activity, emergency access, or utility-related constraints are examples of unique circumstances that may be considered. In addition to what is included in this manual, business owners and operators must adhere to all local, state, and federal laws.

For business owners to use the sidewalk, business owners must obtain a yearly permit, must be mindful that they are using the public right-of-way, and must ensure that:

- Pedestrian traffic flow and safety are not impeded and ADA standards are met.
- All modifications shall maintain compatibility with and strengthen the historic architectural setting.
- Permitted outdoor spaces shall be kept free of litter, debris, and hazards and maintained in good repair by the business owner

Types of Sidewalk Use Included in this Guidebook

1. *Sidewalk Café* refers to an outdoor dining area located on or adjacent to a public sidewalk directly adjacent to an eating and/or drinking establishment in the Lenoir Municipal Service District, maintained by the business operator, consisting typically of tables and chairs and authorized decorative and accessory displays and devices as approved by the City of Lenoir Planning Department on an annual basis. Sidewalk cafes are further classified into permanent and temporary, based on the design of the permitted area, sidewalks where they can operate, and whether they are removed off of the sidewalk at close of business.
2. *Outdoor display* refers to items that are placed in the public right-of-way which may be in the form of permanent uses such as, but not limited to planters, benches, and other stable furniture, and temporary uses such as storefronts, shelving, and A-frame signs.

Types of Sidewalk Uses Not Included in this Guidebook

- Food Trucks/Food Carts
- Mobile Vendors
- Special Event Permits
- Streetery/Parklets (use of on-street parking)
- Outdoor Dining on Private Property



APPLICATION PROCESS

To apply for a sidewalk café or an outdoor display, businesses must submit the Sidewalk Use application to the Lenoir Planning Department.

Application materials required for sidewalk cafes and outdoor displays:

1. Identification of whether the business will be applying for a sidewalk café or outdoor display
2. Name, address, phone number, and email address for the business operator(s)
3. The proposed location of the sidewalk use(s)
4. A diagram illustrating the placement of tables, chairs, walkway area, location of entrances and exits to the restaurant with dimensions, or, a diagram illustrating the placement of outdoor displays clarifying if they are permanent or temporary. The diagram must include evidence of a five-foot wide unobstructed walkway.
5. Documentation of public liability insurance in the amount of \$1,000,000 insuring against personal injury, wrongful death, and property damage, including the city as a party insured and insuring the city against any liability resulting from the uses permitted pursuant to this article.
6. Copies of all permits and licenses showing required approvals by the county health department and any other applicable regulatory agencies.
7. Consent to enter into a hold-harmless agreement with the city.
8. The application fee required at the time of application to cover the costs of processing and researching the application, and subsequently issuing the permit once requirements are met.
9. Other information deemed necessary by the Planning Director.

Permit Terms

- Sidewalk café permits are subject to City Council review and approval. Outdoor displays are subject to review and approval by the Planning Department.
- Both types of sidewalk use permits are subject to initial approval following submittal of a complete application, and re-approval annually in January of the following year. Permit renewal applications must be submitted by January 1 each year to the Planning Department. Once issued, a permit shall be valid from the date of issuance through the subsequent December 31st.
- Permit holders must:
 - keep current all licenses and permits required for business operations.
 - agree to keep and maintain for the duration of the permit general liability insurance.
 - undergo annual site inspections and inspections at any time.
 - be liable for all damages repairs to the streetscape, sidewalks, streets, and other amenities that directly relate to the use of the permitted space.
 - remove all components of permitted space upon permit non-renewal or termination of the permitted business.
- Sidewalk use permits are non-transferrable.
- Any costs incurred by the City for removal or storage of tables, chairs, and other structures shall be the responsibility of the business. The City is not responsible for any damages or loss of equipment.

SETBACK AND SEPARATION REQUIREMENTS

The placement of obstructions must leave at least five feet of unobstructed paved space of sidewalk, excluding the curb, bricked utility area, or city planter, measured from any permanent or temporary sidewalk use object for the passage of pedestrians.

- **On sidewalks at least twelve (12) feet in width, excluding the curb, the maximum distance that obstruction may be placed from the wall or front of the place of business shall be 36 inches (three feet).**
 - **On sidewalks at least seven (7) feet in width but less than twelve (12) feet in width, excluding the curb, the maximum distance that the obstruction may be placed from the wall or front of the place of business shall be 24 inches (two feet).**
 - **On sidewalks less than seven feet in width, excluding the curb, no obstructions shall be placed on the sidewalks or streets.**
1. Tables, chairs, and other furnishings shall be placed a minimum of six feet from any vehicular travel lane.
 2. In accordance with North Carolina Fire Code, no fire exits or lanes may be blocked and must remain clear at all times.
 3. The placement of obstructions shall not impede any alleyway, driveway, building entrance or exit, sight triangle, emergency entrance or exit, fire hydrant or standpipe, ventilation areas, utility access, or ramps necessary to meet accessibility requirements under the Americans with Disabilities Act (ADA).
 4. Obstructions shall not impede any public infrastructure or amenities, such as trash receptacles, benches, bicycle racks, utility poles or other similar objects. A three-foot buffer must be established between sidewalk use items and public amenities.
 5. Public infrastructure and amenities placed by the City of Lenoir, NCDOT, or any other governmental agency are exempt from setback and separation requirements of this subsection, provided that Americans with Disabilities Act and applicable Building Code requirements are duly met.
 6. Temporary objects placed as part of a permitted special event are exempt, provided that the setback and separation requirement of this section are met.

Setbacks and Separation Requirements

For sidewalks less than 7' wide

Downtown Buildings

5'-wide unobstructed sidewalk as required by ADA



No eligible area for outdoor use



A-Frame signs only along remaining clearance



Harper Avenue and Main Street Intersection



Ashe Avenue (South Sidewalk)

These sidewalks are too narrow for sidewalk cafes or outdoor displays; only A-Frame signs will be approved.

Sidewalk Segments Under 7'

Ashe Ave (South)

Downum St

Harper Ave - Church to Mulberry

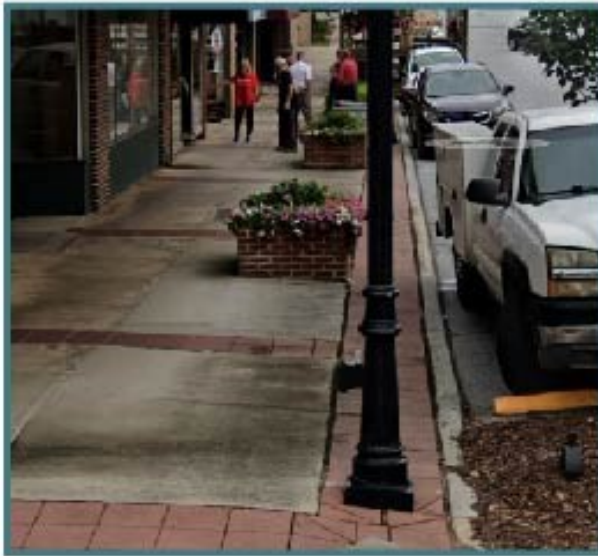
West Ave - Downum to Willow

Willow St - Harper to College (East)

Harper Ave - Boundary to Willow

Setbacks and Separation Requirements

For sidewalks 7-12' wide



Main Street and Harper Avenue Intersection



Church Street between Harper and West

These sidewalks are wide enough for outdoor displays and A-Frame signs; sidewalk cafes will not be approved.

Sidewalk Segments between 7 - <12

Ashe Ave (North)

Boundary St

Church St

Harper Ave - Mulberry to Ridge

Main St - Harper to West

Mulberry St

N Main St - West to Ashe (West)

West Ave - Ridge to Main

Willow St - Harper to College (West)

Willow St - West to Harper

West Ave - Main to Boundary (South)

Setbacks and Separation Requirements

For sidewalks over 12' wide

Downtown Buildings

Eligible area for outdoor display or temporary sidewalk cafe (maximum 3' wide)

5'-wide unobstructed sidewalk as required by ADA



A-Frame signs only along remaining clearance



North Main Street



West Avenue

These sidewalks are wide enough for temporary sidewalk cafes, outdoor displays, and A-Frame signs; permanent sidewalk cafes are not allowed.

Sidewalk Segments between 12-14.999'

N Main St - West to Ashe (East)

West Ave - Boundary to Willow (South)

Setbacks and Separation Requirements

For sidewalks over 15' wide

Downtown Buildings

Eligible area for outdoor use OR sidewalk cafe with permanent barrier

Permanent Barrier for Sidewalk Cafe

5'-wide unobstructed sidewalk as required by ADA



A-Frame signs only along remaining clearance



West Avenue and Church Street Intersection

The north side of West Avenue between Main Street and 1002 West Avenue allows for all sidewalk uses

Sidewalk Segments Over 15'

West Ave - Main to Lenoir PD - North

SIDEWALK CAFE OPERATION

Operation of a sidewalk café shall conform to the following requirements:

- a. All tables, chairs and other items shall be placed so as to not present a sight hazard to vehicular traffic or a hazard to pedestrians. Use of public amenities such as city benches or seats is prohibited. Further, tables and chairs used for sidewalk cafe operation shall be constructed and utilized so as to protect the public safety. Furniture material must be of a commercial grade for outdoor use, sturdy, safe, of quality workmanship, must be consistent and complementary to the business operator's property, and must not be out of character with the business district where the furniture will be located. Non-sturdy furniture and other items shall be removed at the end of the business day. All outdoor dining furniture shall be movable.
- b. A physical barrier separating the permitted area from the unobstructed contiguous sidewalk, is required for permanent sidewalk cafes, as approved in the permitting process.
- c. For temporary sidewalk cafes, the tables, chairs, umbrellas, cushions, and other items, excepting planters and sturdy furniture, shall be removed at the end of each day's operation or during the period of the year when the temporary sidewalk café ceases operation. No materials shall be stored in the public right-of-way and the sidewalk must be restored to its normal condition.
- d. The business operator shall maintain in a clean and sanitary manner all areas where sidewalk cafes or outdoor displays are present, including maintaining appropriate trash receptacles, sweeping on a daily basis the full right-of-way where displays are located and immediately cleaning and washing any liquid, food, debris, broken glass and other trash from the right-of-way.
- e. Overnight storage of trash and refuse for the sidewalk cafe shall not be permitted within the outdoor dining area or on adjacent sidewalk areas, and the business operator shall remove all trash and litter as it accumulates.
- f. The business operator shall agree to cease part or all sidewalk uses in order to allow for construction, maintenance, or repair of any street, sidewalk, utility, or public building, by NCDOT, the city, its agents or employees, or by any other governmental or public entity.
- g. Notwithstanding any other provisions of this Code, alcoholic beverages may be served in approved sidewalk cafes provided that the following requirements are met:
 1. The sidewalk cafe shall be part of an eating and/or drinking establishment and shall otherwise be authorized, permitted, or licensed under the state law and City of Lenoir Code to serve and sell alcoholic beverages for on-premises consumption.
 2. The sidewalk cafe must be included as part of the premises for which an ABC permit is issued pursuant to state law for the purpose of applying and enforcing state laws regarding the sale or consumption of alcoholic beverages, and/or display an official social district participating business sign in a visible location during the times when the social district is active. A customer may not bring an alcoholic beverage into a non-permittee business that does not display the social district sign.
 3. Signs shall be posted, visible at all exit points from the sidewalk cafe, that it is unlawful to remove alcoholic beverages from the premises, unless sold under social district standards.
 4. The business shall not have violated any law, regulation, or ordinance relating to the possession, sale, transportation or consumption of intoxicating beverages or controlled substances for the three years preceding the commencement of the sale of alcoholic beverages at the sidewalk cafe.
 5. No outdoor bar is allowed within the sidewalk cafe, nor shall outdoor preparation of alcoholic beverages be permitted except that wine may be decanted or beer poured at a table.
 6. Any alcoholic beverages served and consumed at an approved sidewalk cafe must be served and consumed in glasses or cups which bear no markings other than the social district beverage logo or the name of the business operating the sidewalk café.
- h. At all times the business operator must comply with all other local, state or federal laws, ordinances and regulations, including but not limited to health, safety and welfare rules, laws and regulations.

OUTDOOR DISPLAY OPERATION

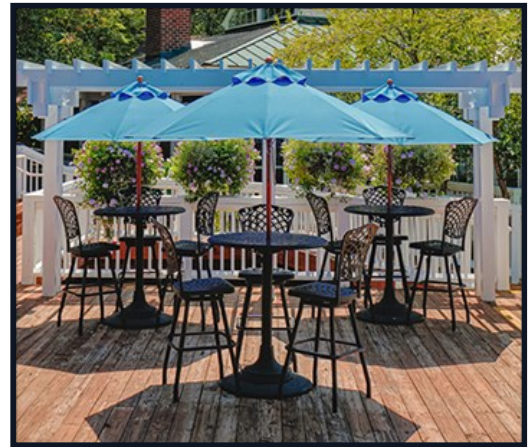
Businesses utilizing outdoor displays as part of a sidewalk use permit must conform to the following requirements:

- a. Except as permitted by the Planning Director or in conjunction with approved special event permits, it shall be unlawful for any person to obstruct entirely or in part any right-of-way, street or sidewalk of city, by displaying, offering for sale or selling, at auction or otherwise, any goods, wares, or merchandise thereon.
- b. In those circumstances where the building in which a business is located is contiguous with a public sidewalk, merchants and operators of said business may make limited use of the sidewalk in accordance with items classified as temporary display during business hours. In such circumstances, adjacent sidewalks may be used for decoration, display of wares, and/or a portable A-frame sign advertising the business so long as at least a continuous five-foot width of unobstructed sidewalk is accessible. Businesses are prohibited from attaching displays to buildings or awnings.
- c. Advertising and/or displaying signage on benches, umbrellas, or other applicable furniture is prohibited.
- d. Amplified sound equipment and excessive lighting, including but not limited to rapid flashing, moving, and/or excessive brightness, are prohibited. New exterior lighting must be designed to reduce glare or project exclusively onto signage and/or away from the public right-of-way which includes both pedestrian and vehicular traffic areas. Any lighting deemed distracting by the public or by the Planning Director is subject for review.
- e. It shall be unlawful to place any building material upon any public right-of-way without prior permission from the Planning Director or their designee, and then only under such reasonable restrictions as may be prescribed by them for the public safety. For further rules regarding placement of materials, refer to Page 3 *Setback and separation requirements*.

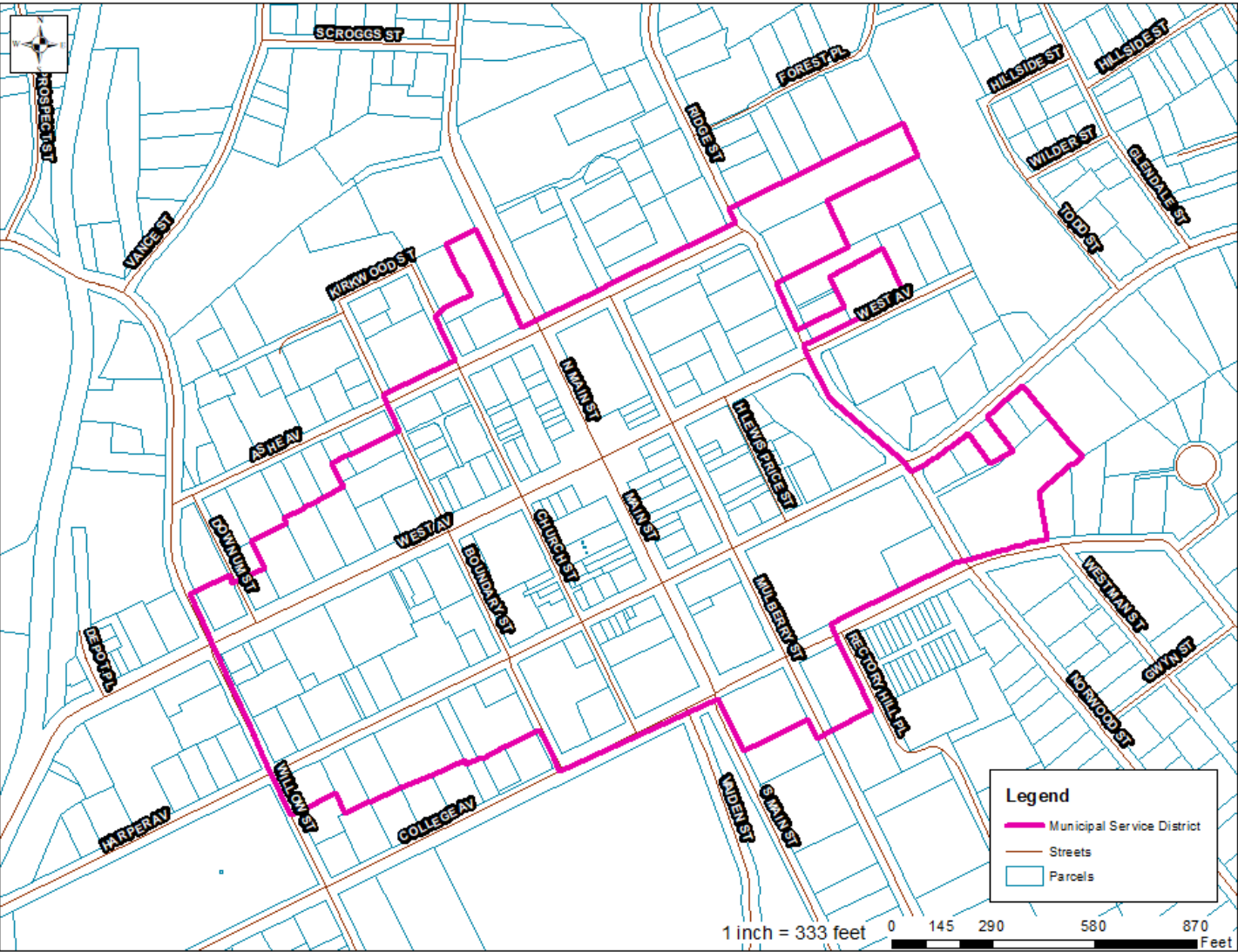


APPROPRIATE SIDEWALK FURNITURE, BARRIERS, AND PLANTERS

1. Tables, chairs, and other furnishings must be constructed predominantly of metal (aluminum, steel, wrought iron, etc.).
2. Commercial umbrellas must be made with outdoor fabric and a metal or commercial grade plastic stand. Advertising messages may not be displayed from tables, chairs, umbrellas, or other furnishings. Umbrellas must provide a height clearance of at least 6 1/2 feet from the lowest point of their canopy.
3. Sidewalk café stanchions/posts constructed of metal (aluminum, steel, wrought iron, etc.), wood (wood must be painted or stained, railings that are steel chain coated with black plastic, heavy duty black plastic chain, heavy duty black rope or black velour rope), or commercial grade planters must be installed to identify the designated sidewalk café area.



LENOIR'S MUNICIPAL SERVICE DISTRICT



AN ORDINANCE OF THE CITY COUNCIL OF LENOIR, NORTH CAROLINA, AMENDING AND ADDING AN ARTICLE TO CHAPTER 13 OF THE CITY OF LENOIR CODE OF ORDINANCES RELATED TO DOWNTOWN SIDEWALK USE PROVIDING FOR CODIFICATION, AND AN EFFECTIVE DATE.

Whereas, the Lenoir Code of Ordinances states that goods are prohibited on Downtown sidewalks other than a singular A-Frame sign per business; and

Whereas, Planning Staff and the Planning Board established a sidewalk subcommittee in response to Downtown business owners' requests to expand outdoor displays; and

Whereas, Planning Staff and the Sidewalk Subcommittee carried out extensive research regarding existing sidewalk café and outdoor display ordinances throughout the state and conducted multiple listening sessions with City technical staff and downtown business owners; and

Whereas, the Lenoir Planning Board and City Council find that this amendment supports downtown business owners, makes downtown safer and more accessible, and is consistent with the goals of the City's Comprehensive Plan and Downtown Master Plan to promote great placemaking and urban design concepts, diversify and build upon Lenoir's downtown character, and encourage business development making Lenoir a more appealing place to live and visit; and

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

SECTION 1. Chapter 13 of the Code of Ordinances, City of Lenoir, North Carolina, is hereby amended to read as follows:

ARTICLE I. - IN GENERAL

Sec. 13-3. ~~Reserved Goods not to be displayed on sidewalks.~~

- (a) ~~No person shall place or cause to be placed for display or sale any goods, wares or merchandise of any kind upon any of the sidewalks of the city.~~
- (b) ~~No person shall sell or solicit the sale of any article whatsoever, whether tangible or intangible, on the streets and sidewalks of the city in any manner which may cause unnecessary noise or the obstruction of traffic, either pedestrian or vehicular.~~
- (c) ~~The above provisions shall not apply to sidewalk cafes as described and permitted under the requirements below:~~

~~*Sidewalk cafe* means any group of tables and chairs, and its authorized decorative and accessory devices situated and maintained upon the public sidewalk for use in connection with the consumption of food and beverages sold to the public from or in an adjoining indoor restaurant which is located within the Lenoir Municipal Service District. No sidewalk cafe may operate on property owned, occupied, or leased by the city without first securing a permit from the Lenoir City Council, subject to the following application process and permit requirements:~~

- (1) ~~An application for a sidewalk cafe permit may be made to the office of the city manager.~~
- (2) ~~The application shall be submitted upon a form provided by the city and shall contain the following information:~~
 - a. ~~Name, address, telephone and fax number of the restaurant operator.~~
 - b. ~~The proposed location of the sidewalk cafe.~~
 - c. ~~A diagram illustrating the placement of tables and chairs and walkway area, location of entrances and exits to the restaurant with dimensions.~~
 - d. ~~Documentation of public liability insurance in the amount of \$1,000,000.00 insuring against personal injury, wrongful death and property damage, including the city as a party insured and insuring the city against any liability resulting from the uses permitted pursuant to this article.~~
 - e. ~~Copies of all permits and licenses showing all required approvals by the county health department and any other applicable regulatory agencies.~~
 - f. ~~Consent to enter into a hold harmless agreement with the city.~~
 - g. ~~The currently required application fee to cover the cost of processing and investigating the application and issuing the permit shall be submitted with the application.~~
 - h. ~~Other information deemed necessary by the city manager.~~
- (3) ~~A sidewalk cafe permit may be approved for a maximum period of one year at a time. Permits are not transferable or assignable in any manner without the prior written consent of the city manager.~~
- (4) ~~The city specifically retains the right to revoke or suspend a sidewalk cafe permit any time it deems such revocation to be in the best interest of the public health, safety or welfare, or where the permittee has failed to comply with applicable city requirements or is found to have provided false or misleading information in the permit application.~~
- (5) ~~The city shall have the right, acting through the city manager, to suspend or prohibit the operation of a sidewalk cafe at any time and for any necessary period of time because of anticipated or actual problems or conflicts in the use of the sidewalk area. Such problems and conflicts may arise from, but~~

are not limited to, scheduled festivals and similar events, parades or marches, repairs to the street or sidewalk, or from demonstrations or emergencies occurring in the area. To the extent possible, the permittee shall be given prior written notice of any time period during which the operation of the sidewalk cafe will be prohibited by the city; but any failure to give prior written notice shall not affect the power of the city to prohibit the cafe's operation at any particular time.

- (6) A sidewalk cafe shall be conducted as an accessory or incidental use to a legally established restaurant or other eating and drinking establishment that is located on a contiguous adjacent parcel and which is under the same management and which shares the same name, food preparation facilities, restroom facilities and other customer conveniences. Sidewalk dining may not constitute more than 50 percent of the total seating capacity of the associated restaurant.
- (7) The majority of the area in which the sidewalk cafe will be operated shall be on the public sidewalk directly in front of the indoor restaurant which operates the cafe and/or to the side of the business and building if it is located on a corner lot. That area of the public sidewalk which would be enclosed by a perpendicular projection of the indoor restaurant's sidewalk frontage over the sidewalk shall be considered as being directly in front of the indoor restaurant.
- (8) Operation of a sidewalk cafe shall conform to the following requirements:
 - a. There shall be a five foot wide unobstructed contiguous walkway within the public sidewalk area for use by pedestrians, and handicapped accessibility shall be provided as required by law. The outdoor activity shall not impede pedestrian or vehicle traffic.
 - b. All tables, chairs and other items shall be placed so as to not present a sight hazard to vehicular traffic or a hazard to pedestrians. Use of public amenities such as benches or seats is prohibited. Further, tables and chairs used for sidewalk cafe operation shall be constructed and utilized so as to protect the public safety. Furniture material must be of a commercial grade, sturdy, safe, of quality workmanship, must aesthetically complement the permittee's property, and must not be out of character with the business district where the furniture will be located. A temporary physical barrier, as approved in the aforementioned permitting process, shall be erected separating the permitted area from the unobstructed contiguous sidewalk.
 - c. All outdoor dining furniture, including tables, chairs, umbrellas and planters, shall be movable. Umbrellas must be secured with a minimum base weight of not less than 60 pounds.
 - d. Tables, chairs and other items, excepting planters, shall be removed at the end of each day's operation or during that period of the year when the unenclosed sidewalk cafe ceases operation; and the sidewalk area shall be restored to its normal condition. No materials shall be stored on the public right of way.
 - e. At all times the permittee must comply with all other local, state or federal laws, ordinances and regulations, including but not limited to health, safety and welfare rules, laws and regulations.
 - f. The hours of operation of a sidewalk cafe may be the particular restaurant's normal operating business hours Monday through Saturday and after 12:00 noon on Sundays.
 - g. The sidewalk cafe permittee shall maintain in a clean and sanitary manner all areas where the furniture is located, including maintaining appropriate trash receptacles, sweeping on a daily basis the full right of way where the furniture is located and immediately cleaning and washing any liquid, food, debris, broken glass and other trash from the right of way.
 - h. Overnight storage of trash and refuse for the sidewalk cafe shall not be permitted within the outdoor dining area or on adjacent sidewalk areas, and the permittee shall remove all trash and litter as it accumulates.

- i. ~~Notwithstanding any other provisions of this Code, alcoholic beverages may be served in approved sidewalk cafes provided that the following requirements are met:~~
- ~~1. The sidewalk cafe shall be part of a restaurant and shall otherwise be authorized, permitted, or licensed under the state law and this Code to serve and sell alcoholic beverages for on-premises consumption.~~
 - ~~2. The sidewalk cafe must be included as part of the premises for which an ABC permit is issued pursuant to state law, for the purpose of applying and enforcing state laws regarding the sale or consumption of alcoholic beverages.~~
 - ~~3. Signs shall be posted, visible at all exit points from the sidewalk cafe, that it is unlawful to remove alcoholic beverages from the premises.~~
 - ~~4. The restaurant operator shall not have violated any law, regulation, or ordinance relating to the possession, sale, transportation or consumption of intoxicating beverages or controlled substances for the three years preceding the commencement of the sale of alcoholic beverages at the sidewalk cafe.~~
 - ~~5. No outdoor bar is allowed within the sidewalk cafe, nor shall outdoor preparation of alcoholic beverages be permitted except that wine may be decanted or beer poured at a table as part of a meal.~~
 - ~~6. Any alcoholic beverages served and consumed at an approved sidewalk cafe must be served and consumed in glasses or cups which bear no markings other than the logo or the name of the business operating the sidewalk cafe.~~
 - ~~7. Any alcoholic beverages served and consumed at an approved sidewalk cafe can only be served to and consumed by a customer while that customer is consuming a meal purchased from the business operating the approved sidewalk cafe.~~

ARTICLE VI. - DOWNTOWN SIDEWALK USE

Sec. 13-93. - Definitions.

The following words, terms and phrases, when used in this article, will have the meanings ascribed to them in this section.

Outdoor Display refers to items that are placed in the public right-of-way which may be in the form of permanent uses such as, but not limited to planters, benches, and other stable furniture, and temporary uses such as storefronts, shelving, and A-frame signs.

Permanent display refers to any item that will remain at its designated outdoor location in perpetuity until the business operator decides to remove the item, and provided that the item is constructed with sturdy material so as to not be displaced but is movable if necessary. Examples include enclosed sidewalk café furniture and planters.

Sidewalk Café refers to an outdoor dining area located on or adjacent to a public sidewalk directly adjacent to an eating and/or drinking establishment in the Lenoir Municipal Service District, maintained by the business operator, consisting typically of tables and chairs and authorized decorative and accessory displays and devices as approved by the City of Lenoir Planning Department on an annual basis.

Temporary display refers to any item that will be removed from its designated outdoor location after business hours, and is lightweight and not built of sturdy materials that would allow for the item to remain on the street when a business is closed. Examples include unenclosed sidewalk cafes, outdoor furniture, A-frame signs.

Sec. 13-94. - General requirements.

- (a) Permit required to operate. Except as may be provided elsewhere in City code, no business operator or other person affiliated with a business may use a public sidewalk or street as an outdoor dining, display, or retail area, nor place thereon any platform, tables, chairs, furniture, seating materials, or other similar items, unless issued a sidewalk-use permit in conformance with this section, and the Sidewalk Use Guidebook, as may be amended.
- (b) Eligibility. Any person or entity that operates a legally established business or organization that is adjacent to a city-maintained sidewalk or street may apply to the City for permanent or temporary use of the entity's abutting sidewalk or street as a sidewalk café or outdoor display in accordance with this section and the provided Sidewalk Use Guidebook. The application and applicable fees must be submitted to the city, along with any supporting documentation, which will then be reviewed by the Planning Director or designee for the compliance with this section and the Sidewalk Use Guidebook. Businesses must operate within the Lenoir Municipal Service District and zoned B-3 (Central Business District).
- (c) Administrative review.
 - 1. The Planning Director or their designee will review and comment on the application materials.
 - 2. If deemed necessary by the Planning Director or their designee, the application and supporting materials may be circulated to technical staff which may include Police, Fire, Streets, Public Works, Public Utilities, Risk Management, Parks and Recreation, and Downtown Development Departments.
 - 3. The Planning Director or their designee will approve, approve with conditions, or deny the application for outdoor displays.
 - 4. City Council will approve sidewalk cafes, pending a full and complete initial application reviewed by the Planning Director or their designee.
- (d) Permit denial. A permit may be denied if it is found that the application fails to demonstrate compliance with requirements set forth by this section and/or that the granting of the permit would not be in the public interest or would jeopardize public safety. Any applicant denied a permit to operate a sidewalk café or erect an outdoor display of any kind will receive a written statement outlining the grounds on which the denial is based. The applicant may appeal the denial of the permit to the Board of Adjustment (BOA) within 30 days after the certified receipt of the written denial, and the BOA may take such action as it finds necessary. Following a final decision, applicants must not re-apply for one calendar year.
- (e) Term, transfer, and fees. The maximum period of approval for a sidewalk use permit is one calendar year. Permits are non-transferable or assignable in any manner without the prior written consent of the Planning Director. All sidewalk use permits are subject to initial approval following submittal of a complete application, and re-approval annually in January of the following year. For outdoor displays, business operators must re-apply annually. All sidewalk cafes and outdoor displays must renew annually public liability insurance in the amount of \$1,000,000 insuring against personal injury, wrongful death, and property damage, including the city as a party insured and insuring the city against any liability resulting from the uses permitted pursuant to this article. The application fees are due at the time of application submittal.
- (f) Revocation, suspension, and civil penalty. The City specifically retains the right to revoke sidewalk use permits at any time if the Planning Department deems revocation or suspension to be in the best interest

of the public health, safety or welfare, or where the applicant has failed to comply with applicable requirements or is found to have provided false or misleading information in the permit application.

The City has the right, through the Planning Director, to suspend or prohibit sidewalk use operation at any time and for any necessary period of time because of conflicts or problems in the use of the sidewalk area. Such problems or conflicts may arise from, but are not limited to, repairs to the street or sidewalk, demonstrations or emergencies occurring in the area, parades, marches, festivals, and other similar events that may require suspension of sidewalk use. In the event of one of the aforementioned occurrences, the business operator may propose an adjusted sidewalk use to accommodate the needs of the event.

Failure to meet the requirements, as laid out in the following articles, will result in the business operator being subject to the Civil Penalties schedule (Sec. 1-15. (e)) if corrections are not made in a time period expressly specified by the Planning Director. The order must be in writing, directed to the person doing the work or activity, state the specific work or activity to be stopped, the reasons therefor, and the conditions under which the work or activity may be resumed. A copy of the order will be delivered to the holder of the sidewalk use permit and to the owner of the property involved (if that person is not the holder of the sidewalk use permit) by personal delivery, electronic delivery, or first-class mail. Refusal to accept the notice will not relieve the violator of the obligation to pay the penalty.

However, if, in the opinion of the Planning Director, police department, and/or fire department, the unlawful condition is of imminent danger or peril to the public, the city may, without notice, proceed to abate, and the cost thereof will be charged against the property.

Sec. 13-95. – Obstructions.

G.S. 160A-296 imposes upon cities the duty to keep public streets and sidewalks free from unnecessary obstructions. This section applies to all obstructions of whatever nature, whether temporary or permanent.

(a) Removal of non-permitted or permissible obstructions. It is unlawful for any person to permit, locate, or erect any obstruction that will interfere with the use of street or sidewalk by the public without a sidewalk use permit. Any obstruction that remains on any street or sidewalk after notice or demand for its removal by the city will be deemed a public nuisance, and it is the duty of the City Code Enforcement Officer to abate such nuisance by the summary removal of the obstruction, and to charge the cost thereof to the person responsible.

(b) Compliance with Americans with Disabilities Act (ADA). There must be a five-foot-wide unobstructed contiguous walkway within the public sidewalk area for use by pedestrians, and handicapped accessibility must be provided as required by law. The outdoor activity must not impede pedestrian or vehicular traffic. The sidewalk use must provide adequate access in compliance with the Americans with Disabilities Act (ADA), with adequate access determined at the city's sole discretion.

(c) Exceptions. The provisions of this section do not apply to the following circumstances:

1. Signs of duly constituted government bodies, public benches, and any other item placed by the city.
2. Standard covered garbage cans, at the time and place designated by order of the Public Works Director.
3. In the case of a written permit for construction, maintenance, advertising, and such other purposes as provided by the City ordinance.
4. Loading, unloading, moving, or transporting materials.

(d) Setbacks and separation requirements. Operation of sidewalk cafes and outdoor displays must conform to the following requirements:

1. The placement of obstructions must leave at least five feet of unobstructed paved space of sidewalk, excluding the curb, bricked utility area, or city planter, measured from any permanent or temporary sidewalk use object for the passage of pedestrians.
 - a. On sidewalks at least twelve (12) feet in width, excluding the curb, the maximum distance that obstruction may be placed from the wall or front of the place of business must be 36 inches (three feet).
 - b. On sidewalks at least seven (7) feet in width but less than twelve (12) feet in width, excluding the curb, the maximum distance that the obstruction may be placed from the wall or front of the place of business must be 24 inches (two feet).
 - c. On sidewalks less than seven feet in width, excluding the curb, no obstructions will be placed on the sidewalks or streets.
 - d. Tables, chairs, and other furnishings must be placed a minimum of six feet from any vehicular travel lane.
2. In accordance with North Carolina Fire Code, no fire exits or lanes may be blocked and must remain clear at all times.
3. The placement of obstructions will not impede any alleyway, driveway, building entrance or exit, sight triangle, emergency entrance or exit, fire hydrant or standpipe, ventilation areas, utility access, or ramps necessary to meet accessibility requirements under the Americans with Disabilities Act (ADA).
4. Obstructions will not impede any public infrastructure or amenities, such as trash receptacles, benches, bicycle racks, utility poles or other similar objects. A three-foot buffer must be established between sidewalk use items and public amenities.
5. Public infrastructure and amenities placed by the City of Lenoir, NCDOT, or any other governmental agency are exempt from setback and separation requirements of this subsection, provided that Americans with Disabilities Act and applicable Building Code requirements are duly met.
6. Temporary objects placed as part of a permitted special event are exempt from sidewalk use permitting, provided that the setback and separation requirement of this section are met. Objects must be removed at the end of the special event.

Sec. 13-96. - Sidewalk Café Operation

Operation of a sidewalk café must conform to the following requirements:

1. All tables, chairs and other items must be placed so as to not present a sight hazard to vehicular traffic or a hazard to pedestrians. Use of public amenities such as city benches or seats is prohibited. Further, tables and chairs used for sidewalk cafe operation must be constructed and utilized so as to protect the public safety. Permanent sidewalk café furniture material must be of a commercial grade for outdoor use, sturdy, safe, of quality workmanship, must be consistent and complementary to the business operator's property, and must not be out of character with the business district where the furniture will be located. All outdoor dining furniture must be movable. Umbrellas must be secured with a minimum base weight of at least 60 pounds.
2. A physical barrier separating the permitted area from the unobstructed contiguous sidewalk is required for permanent sidewalk cafes, as approved in the permitting process.
3. Temporary sidewalk cafes, which includes the tables, chairs, umbrellas, cushions, and other items, excepting planters and sturdy furniture, must be removed at the end of each day's operation or during the period of the year when the temporary sidewalk café ceases operation. No materials will be stored in the public right-of-way and the sidewalk must be restored to its normal condition.
4. The business operator must maintain in a clean and sanitary manner all areas where sidewalk cafes or outdoor displays are present, including maintaining appropriate trash receptacles, sweeping on a daily basis the full right-of-way where displays are located and immediately cleaning and washing any liquid, food, debris, broken glass and other trash from the right-of-way.

5. Overnight storage of trash and refuse for the sidewalk cafe will not be permitted within the outdoor dining area or on adjacent sidewalk areas, and the business operator must remove all trash and litter as it accumulates.
6. The business operator must agree to cease part of or all sidewalk uses in order to allow for construction, maintenance, or repair of any street, sidewalk, utility, or public building, by NCDOT, the city, its agents or employees, or by any other governmental or public entity.
7. Notwithstanding any other provisions of this Code, alcoholic beverages may be served in approved sidewalk cafes provided that the following requirements are met:
 - (a) The sidewalk cafe must be part of an eating and/or drinking establishment and must otherwise be authorized, permitted, or licensed under the state law and this Code to serve and sell alcoholic beverages for on-premises consumption.
 - (b) The sidewalk cafe must be included as part of the premises for which an ABC permit is issued pursuant to state law for the purpose of applying and enforcing state laws regarding the sale or consumption of alcoholic beverages, and/or display an official social district participating business sign in a visible location during the times when the social district is active. A customer may not bring an alcoholic beverage into a non-permittee business that does not display the social district sign.
 - (c) Signs must be posted, visible at all exit points from the sidewalk cafe, that it is unlawful to remove alcoholic beverages from the premises, unless sold under social district standards.
 - (d) The business will not have violated any law, regulation, or ordinance relating to the possession, sale, transportation or consumption of intoxicating beverages or controlled substances for the three years preceding the commencement of the sale of alcoholic beverages at the sidewalk cafe.
 - (e) No outdoor bar is allowed within the sidewalk cafe, nor will outdoor preparation of alcoholic beverages be permitted except that wine may be decanted or beer poured at a table.
 - (f) Any alcoholic beverages served and consumed at an approved sidewalk cafe must be served and consumed in glasses or cups which bear no markings other than the social district beverage logo or the name of the business operating the sidewalk café.
8. At all times the business operator must comply with all other local, state or federal laws, ordinances and regulations, including but not limited to health, safety and welfare rules, laws and regulations.

Sec. 13-97. - Outdoor Display

Businesses utilizing outdoor displays as part of a sidewalk use permit must conform to the following requirements:

1. Except as permitted by the Planning Director or in conjunction with approved special event permits, it is unlawful for any person to obstruct entirely or in part any right-of-way, street or sidewalk of city, by displaying, offering for sale or selling, at auction or otherwise, any goods, wares, or merchandise thereon.
2. In those circumstances where the building in which a business is located is contiguous with a public sidewalk, merchants and operators of said business may make limited use of the sidewalk in accordance with items classified as temporary display during business hours. In such circumstances, adjacent sidewalks may be used for decoration, display of wares, and/or a portable A-frame sign advertising the business so long as at least a continuous five-foot width of unobstructed sidewalk is accessible. Businesses are prohibited from attaching displays to buildings or awnings.
3. Advertising and/or displaying signage on benches, umbrellas, or other applicable furniture is prohibited.
4. Amplified sound equipment and excessive lighting, including but not limited to rapid flashing, moving, and/or excessive brightness, is prohibited. New exterior lighting must be designed to reduce glare or

project exclusively onto signage and/or away from the public right-of-way which includes both pedestrian and vehicular traffic areas. Any lighting deemed distracting by the public or by the Planning Director is subject for review.

5. It is unlawful to place any building material upon any public right-of-way without prior permission from the Planning Director or their designee, and then only under such reasonable restrictions as may be prescribed by them for the public safety. For further rules regarding placement of materials, refer to Sec. 13-95(d) Setback and separation requirements.

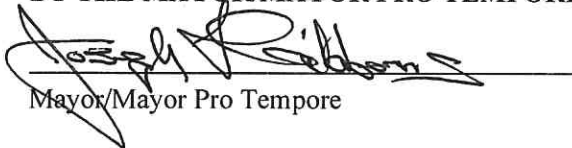
SECTION 2. CODIFICATION. The City Clerk shall cause the Code of Ordinances of Lenoir, North Carolina to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

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

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, this 20 day of ~~November~~ and this 25 day of ~~November~~, 2025.

DONE, THE PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this 2nd day of December, 2025.

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

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Capital Project Ordinance for the City of Lenoir

The Campus Project - Phase One

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

Section 1: The project to authorize activities for The Campus Project - Phase One to include the expenditure of funds for the renovations to the Auditorium and Gymnasium at the Historical Lenoir High School Campus. The project is to be funded by two grants from the NC Department of Commerce, two allocations from the State Capital Infrastructure Fund, Lenoir Tourism Development (LTDA) funding, Community Development Block Grant funding, private donations and local funding.

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

Section 3: The following expenditure are appropriated for the project:

Description	Budget
Admin and Professional Services	\$ 345,000.00
Construction	\$ 5,186,646.00
Audio Visual and Seats	\$ 302,670.00
Total	\$ 5,834,316.00

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

Description	Budget
Grant Funding	\$ 2,905,000.00
Local Funding	\$ 2,436,646.00
CDBG Funding	\$ 302,670.00
LTDA	\$ 150,000.00
Private Donations	\$ 40,000.00
Total Revenue	\$ 5,834,316.00

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

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

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

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

Adopted this 2nd day of December, 2025.


Mayor


Clerk

Date: 01/11/25

Scott Hildebran, Manager
City of Lenoir
801 West Avenue NW
Lenoir, NC 28645

Mr. Hildebran:

Please accept this letter as my official bid offer of \$ 13,000.00 for property owned by the City of Lenoir and located at 1340 Fairview DR. SW further identified by NC PIN 274-8563698 Lenoir NC

Furthermore, I understand that (check any/all that apply):

- ☐ This property contains a deteriorated or dilapidated structure. As part of my offer, I agree to repair the structure in accordance with the standards contained in Chapter 10 of the Lenoir City Code and all applicable state building codes, or to remove this structure at my own expense.
- ☐ Published Notice. As part of my offer, I agree to pay all costs associated with the public notices required by 160A-269.

Enclosed is a deposit of 5% of the bid in accordance with 160A-269.

Sincerely,

Marcus W Sims (please sign)

Full Name: MARCUS W SIMS

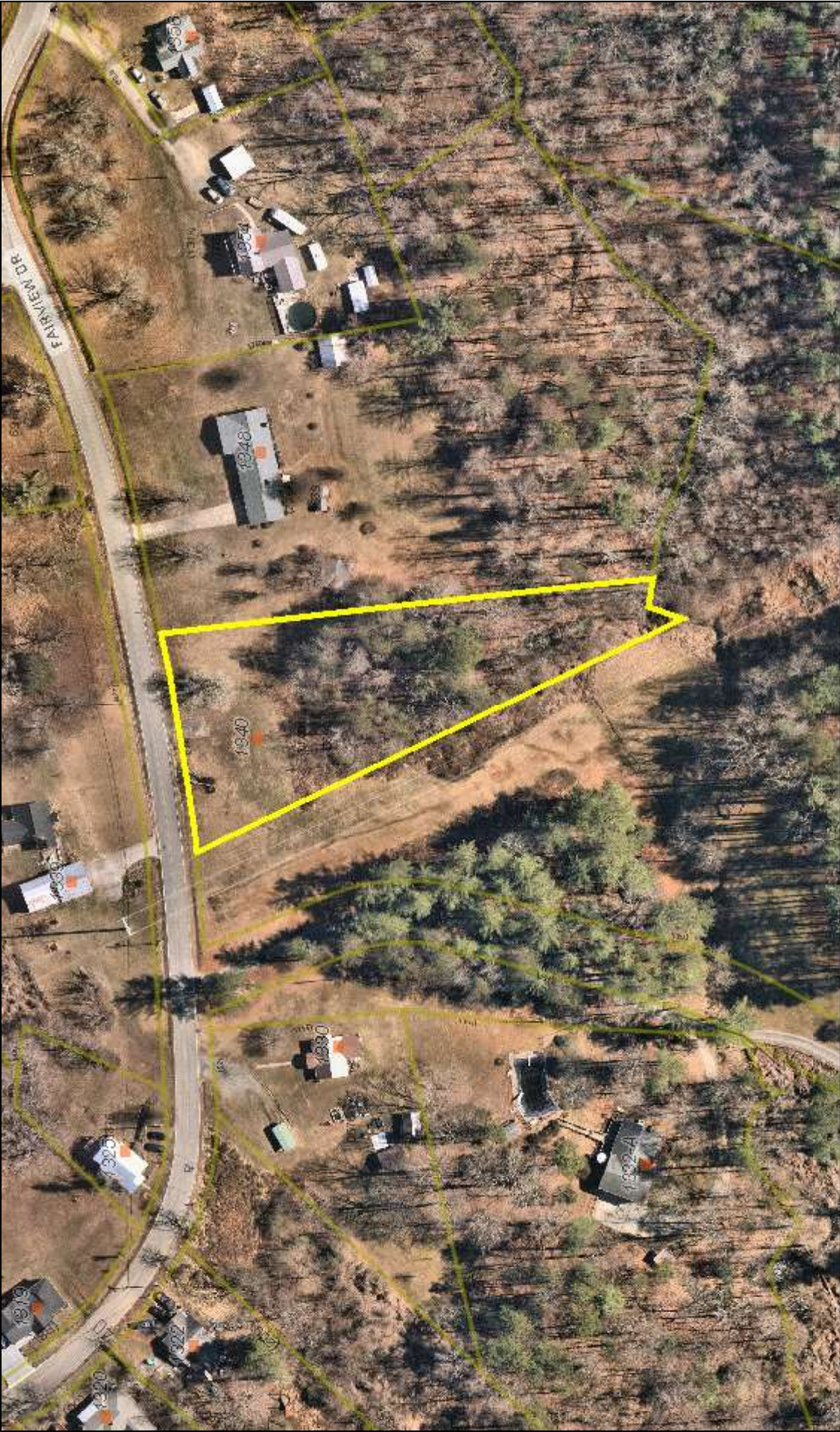
Phone number: 828-499-2364

Mailing Address: PO Box 3495, Lenoir NC 28645

Email: marcuswsims@gmail.com

§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first



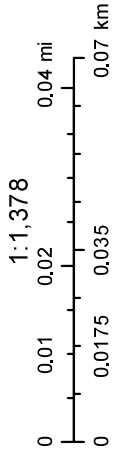
This map is NOT of land survey quality and is NOT suitable for such use.

Owner CITY OF LENOIR
PO BOX 958
LENOIR, NC 28645

Acct Number 107485
Parcel ID 06184 1 7
NCPIN 2748563698

Deferred Val \$
Assessed Val \$18,500
Calc Acreage 1.00034446
Land Units 164 (FF)
Legal Desc BK 2104 PG 1174 YR 24 ST 0.00
Plat Ref 00000/00000
Property Addr 1340 FAIRVIEW DR

Caldwell County



November 18, 2025

This instrument is prepared by Richard J. Kania, a licensed North Carolina Attorney.

Delinquent taxes, if any, are to be paid by Closing Attorney to the county tax collector upon disbursement of closing proceeds.

PIN #: 06-184-1-7

Prepared by: Richard J. Kania, Attorney

Deed Stamps: \$0.00

Mail after recording to: Grantee

COMMISSIONER'S DEED

THIS COMMISSIONER'S DEED, made this 11th day of March, 2024, by and between

GRANTOR	GRANTEE
RICHARD J. KANIA, Commissioner	CITY OF LENOIR
82 Patton Ave., Ste. 500 Asheville, NC 28801	P.O. Box 958 Lenoir, NC 28645

WITNESSETH, That whereas Richard J. Kania was appointed Commissioner under an order of the Superior Court of Caldwell County, North Carolina, in the tax foreclosure proceeding entitled "City of Lenoir and County of Caldwell vs. Unknown Heirs at Law of Hazel Coggins Craig", (File #21 CvD 884); and was directed by the order as Commissioner to sell the property hereinafter described at public sale after due advertisement according to law;

Whereas Richard J. Kania, Commissioner, did on the 11th day of April, 2023, offer the land hereinafter described at a public sale at the Caldwell County Courthouse door, in Lenoir, North Carolina and City of Lenoir became the last and highest bidder for said land for the sum of \$18,500.00; and the sale having been confirmed, and Richard J. Kania, Commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

Now, in consideration of the premises and the sum of \$18,500.00, receipt of which is hereby acknowledged, Richard J. Kania, Commissioner, does, by these presents, hereby bargain, sell, grant, and convey to Grantee, and its successors, heirs and assigns, that property situated in Caldwell County, North Carolina, and described as follows:

BEGINNING on a p. k. nail in the center of SR 1188, said BEGINNING point being the same as the Northwest corner of Tract #7; thence from the point of BEGINNING and with Tract #7, South 05° 44' 09" East, passing an iron stake at 30.00 feet, continuing 364.95 feet to an iron stake, and continuing 20.00 feet for a total distance of 414.95 feet to a point in the center of a small creek; thence with the center of said small creek for 3 calls: North 81° 06' 13" West 24.62 feet; South 19° 35' 58" West 50.15 feet; South 16° 11' 00" West 27.59 feet to an iron stake, a corner with Clyde Prestwood; thence with Prestwood and with the center of a Duke Power right-of-way line, North 25° 00' 00" West 500.00 feet to a p. k. nail in the center of SR 1188; thence with the center of SR 1188 for 4 calls: North 85° 15' 43" East 50.65 feet; North 82° 59' 13" East 52.78 feet; North 80° 55' 13" East 96.63 feet; North 79° 30' 11" East 20.74 feet to the point of BEGINNING, containing 1.44 ACRES gross by coordinates.

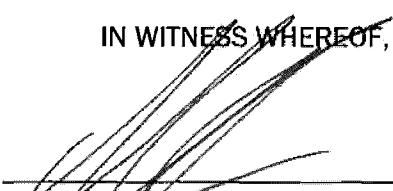
Subject to easements, restrictions and rights of way of record, and matters of survey.

Also being identified as Parcel ID# 06-184-1-7, Caldwell County Tax Office.
Address: 1340 Fairview Drive

This conveyance is made subject to Caldwell County and any applicable city property taxes, the payment of which shall be assumed by the purchaser.

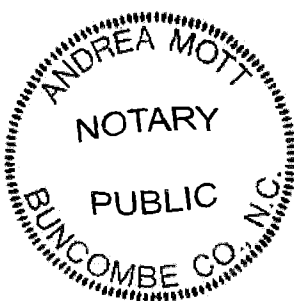
TO HAVE AND TO HOLD the aforesaid tract of land, to Grantee, its successors, heirs and assigns forever, in as full and ample manner as Richard J. Kania, Commissioner, is authorized and empowered to convey the same.

IN WITNESS WHEREOF, Richard J. Kania, Commissioner, has hereunto set his hand and seal.


Richard J. Kania
Commissioner

(SEAL)

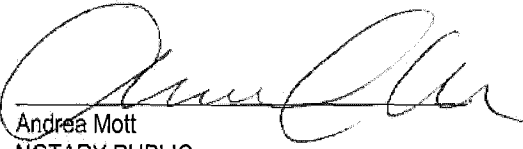
SEAL-STAMP



NORTH CAROLINA. Buncombe County

I, a Notary Public of the County and State aforesaid, do hereby certify that Richard J. Kania, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing Commissioner's deed.

Witness my hand and official seal this 11th day of March, 2024.


Andrea Mott
NOTARY PUBLIC
My commission expires: 07/16/2025

RESOLUTION DESIGNATION OF APPLICANT'S AGENT North Carolina Division of Emergency Management	
Organization Name (thereafter named Organization) City of Lenoir	Disaster Number DR-4827
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): N/A	
Applicant's Fiscal Year (FY) Start: 2025	Month: July Day: 01
Applicant's Federal Employer's Identification Number: 56 - 6001265	
Applicant's Federal Information Processing Standards (FIPS) Number: 37760	
PRIMARY AGENT	SECONDARY AGENT
Agent's Name Scott Hildebran	Agent's Name Donna Bean
Organization City of Lenoir	Organization City of Lenoir
Official Position City Manager	Official Position Finance Director
Mailing Address 801 West Ave NW	Mailing Address 801 West Ave NW
City, State, Zip Lenoir, NC 28645	City, State, Zip Lenoir, NC 28645
Daytime Telephone 828-757-2199	Daytime Telephone 828-757-2180
Facsimile Number shildebran@ci.lenoir.nc.us	Facsimile Number dbean@ci.lenoir.nc.us
Pager or Cellular Number	Pager or Cellular Number
BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this day of , 20	
GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title Joseph L. Gibbons, Mayor	Name Lauren Hartley
Name and Title Jonathan Beal, James I. Perkins, Ralph Prestwood, Kimmie Rogers, Crissy	Official Position City Clerk
Name and Title Thomas, Rebecca Dellinger - City Council	Daytime Telephone 828-757-2205
CERTIFICATION I Lauren Hartley , (name) duly appointed and City Clerk (title) of the Governing Body, do hereby certify that the above is true and correct copy of a resolution passes and approved by the Governing Body of (organization) on the <u>2nd</u> day of <u>December</u> , 20<u>25</u> Date: <u>12/2/25</u> Signature: <u>Lauren Hartley</u> Rev. 06/02	

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

CITY OF LENOIR
2025 COMMUNITY DEVELOPMENT BLOCK GRANT
CAPITAL PROJECT BUDGET ORDINANCE - REVISED

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 Community Development Project described in the work statement contained in the Grant Agreement (#B-25-MC-37-0022) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY-2025 CDBG Entitlement Program.

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:

Revenues

Community Development Block Grant	\$136,612.00
Total Revenues	\$136,612.00

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

<u>Expenditures</u>	<u>Original Budget</u>	<u>Revision</u>	<u>Revised Budget</u>
Public Facilities (Lenoir High School)	110,994.60	(1,705.00)	109,289.60
Program Administration	<u>27,322.40</u>	<u>0</u>	<u>27,322.40</u>
Total Expenditures	138,317.00	(1,705.00)	136,612.00

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.

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.

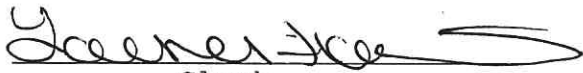
Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

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 2nd day of December, 2025.



Mayor



Clerk

Project Ordinance for the City of Lenoir

Lower Creek Wastewater Treatment Plant (WWTP) Process Basin

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

Section 1: The project to authorize activities for Lower Creek Wastewater Treatment Plant (WWTP) Process Basin to include the expenditure of funds for to address the ammonia NOV's by replacing the mixers, diffusers, and air piping within the Process Basins and blowers to support efficient and effective Biological Nutrient Removal (BNR). The project is to be funded by Clean Water State Revolving Fund Loan (Loan Term-2.62% interest rate over 20 years).

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

Section 3: The following expenditure are appropriated for the project:

Description	Budget
Engineering and Professional Services	\$ 700,000.00
Construction and Contingency	\$ 4,788,000.00
Loan Fees - 2% to be invoiced after bids have been received	\$ 112,000.00
Total	\$ 5,600,000.00

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

Description	Budget
Clean Water State Revolving Fund Loan (Loan Term-2.62% interest rate over 20 years)	\$ 5,600,000.00
Total Revenue	\$ 5,600,000.00

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

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

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

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

Adopted this 2nd day of December, 2025.


Mayor


Clerk

AN ORDINANCE OF THE CITY COUNCIL OF LENOIR, NORTH CAROLINA, AMENDING CHAPTER 13 AND CHAPTER 18 OF THE CITY OF LENOIR CODE OF ORDINANCES RELATED TO PROHIBITED CONDUCT IN PUBLIC PARKS AND FACILITIES AND TRESPASSING ON OR UNDER BRIDGES PROVIDING FOR CODIFICATION, AND AN EFFECTIVE DATE.

Whereas, the City of Lenoir is responsible for maintaining all public property, including parks, greenways, rights-of-way, bridges, pedestrian underpasses, and other municipal spaces in a safe, sanitary, structurally sound, and accessible condition for the benefit of all residents and visitors; and

Whereas, increasing concerns related to unauthorized camping, storage of personal property, obstruction of public streets, sidewalks, and pedestrian pathways, the placement of temporary shelters, and the lighting of open flames in or around public property, bridges, and underpasses have created public safety hazards, impeded pedestrian and vehicular access, and disrupted the intended use and maintenance of these critical public areas; and

Whereas, prohibiting unauthorized camping, the obstruction of public rights-of-way and pedestrian passages, the placement of temporary shelters, and the lighting of open flames in these areas is necessary to protect life safety, prevent fire hazards, maintain structural integrity, ensure proper functioning of public infrastructure, and reduce risks posed to both individuals engaging in such activities and the broader community; and

Whereas, the enforcement measures provided in the ordinance, including warnings, direction to cease prohibited activities, removal of hazardous materials, extinguishment of open flames, and issuance of Notices of Banishment when appropriate equip officers with reasonable and necessary tools to address unsafe conditions while preserving discretion and focusing on safety-driven outcomes that allow for lawful and appropriate use of public spaces; and

Whereas, the City Council finds that these amendments collectively promote public safety, protect essential public and transportation infrastructure, enhance the usability and enjoyment of parks and municipal properties, improve mobility and accessibility, support orderly city operations, and advance the City of Lenoir's commitment to maintaining clean, healthy, safe, and accessible public spaces for all residents and visitors; and

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

SECTION 1. Chapter 13, Article I, Section 13-15, of the Code of Ordinances, City of Lenoir, North Carolina, is hereby amended to read as follows:

~~Sec. 13-15. — Prohibited conduct in public parks and facilities.~~

~~(a) *Being on premises after closing hours.* It is unlawful for any person to be on the premises of a public park or city-owned recreation facility after such park or facility has been closed to the public, unless such person is acting within the scope of his duties or unless such person has written permission from the city recreation department. For the purposes of this section, homeless persons seeking shelter are not in violation if sufficient community shelter space is unavailable because a) there is an inadequate number of beds at the time, or b) there are restrictions on beds that disqualify such persons at no fault of their own, e.g. disability access or exceeding maximum stay requirements.~~

~~(b) *Parking at place not designated for parking: leaving vehicle parked on premises after closing hours.* It is unlawful for any person to park a motor vehicle on the premises of any public park or city recreation facility at a place not designated for parking of vehicles, and it is unlawful for any person to park or allow a motor vehicle under his control to remain parked upon the premises of any public park or recreation facility which has been closed to the public, without written permission from the recreation department.~~

~~(c) *Closing hours defined.* A park or recreation facility shall be deemed closed to the public within the meaning of this section when area lights have been turned out or when attendants have closed such facilities and departed, or when all organized activity has ceased. In no case shall a park or recreation facility be considered open between the hours of 10:30 p.m. and 7:00 a.m., except for activity under the supervision of the parks and recreation department.~~

Sec. 13-15. - Unauthorized or Improper Use of Public Places

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Camp or camping means the use of city or public property for living accommodation purposes such as sleeping, or making preparations to sleep (including the laying down of bedding for the purposes of sleeping); storing personal property; placing any tent or a temporary shelter on the property for living accommodation purposes; regularly cooking or preparing meals; or other similar activities.

Encampment means one or more tent, structure, or assembly of camping equipment or personal property located in an identifiable area within the City of Lenoir which appears to a reasonable person as being used for camping.

Storing personal property means leaving one's personal effects, such as, but not limited to, clothing, bedrolls, cookware, sleeping bags, luggage, knapsacks, or backpacks, unattended for any substantial prolonged length of time.

City property means any parcel of real property owned or leased by the city, including all municipal parks, greenways, public playgrounds, public plazas, attractions, and monuments.

Other public property includes all public or municipal buildings, facilities, structures, properties upon which the buildings, facilities, or structures are located, lots, parcels, and any other public property.

Public street includes all public streets, highways, rights-of-way, bridges, public sidewalks, public benches, public parking lots, and medians.

Temporary shelter means any tent, any tarp, or any type of structure or cover that provides complete or partial shelter from the elements.

Closing hours defined. A park or recreation facility shall be deemed closed to the public within the meaning of this section when area lights have been turned out or when attendants have closed such facilities and departed, or when all organized activity has ceased. In no case shall a park or recreation facility be considered open between the hours of 8:30 p.m. and 6:00 a.m., except for activity under the supervision of the parks and recreation department.

(b) Prohibited Acts.

- (1) Unless otherwise expressly permitted in writing by the city, it is unlawful for any person to camp, sleep, or store personal property on any city property, public street, including property located within public rights-of ways, sidewalks, bridges, or underpasses.
- (2) Tents, temporary shelters, or any items or structures designed or used for sleeping or overnight accommodation are prohibited on city property regardless of whether the tents are occupied and/or contain bedding or camping gear, except in locations designated in writing for camping and permitted for such activity. It is unlawful for any person to place or leave any tent, any temporary shelter, or any bedding on city property unless expressly permitted to do so in writing by the city manager or their designee.
- (3) It is unlawful for any person to obstruct, impede, or interfere with the free passage of persons or vehicles upon public streets and sidewalks, or at other public facilities. The prohibitions in this section shall not apply to individuals who are lawfully occupying, using, or remaining on public property for a legitimate purpose.
- (4) It is unlawful to camp, sleep, store personal property, sit, or lie down on any public property in a manner that obstructs or interferes with pedestrian or vehicular passage, ingress or egress to or from any building or property, or that disrupts, obstructs, or impedes the intended, permitted, or authorized use of the property.
- (5) It is unlawful for any person to light or maintain any open flame or fire on city property, unless specifically in accordance with authorization from city officials.
- (6) Prohibited Conduct in Public Parks and Facilities

(a) Being on premises after closing hours. It is unlawful for any person to be on the premises of a public park or city-owned recreation facility after such park or facility has been closed to the public, unless such person is acting within the scope of his duties or unless such person has written permission from the city recreation department.

(b) Parking at place not designated for parking; leaving vehicle parked on premises after closing hours. It is unlawful for any person to park a motor vehicle on the premises of any public park or city recreation facility at a place not designated for parking of vehicles, and it is unlawful for any person to park or allow a motor vehicle under his control to remain parked upon the premises of any public park or recreation facility which has been closed to the public, without written permission from the recreation department.

(c) Enforcement and Penalties.

- (1) Any activity prohibited under this article is hereby declared to constitute a public nuisance. Anyone, without written permission to do so, camps, attempts to camp, or places any tent or temporary shelter on city property in making preparations to sleep, stores personal belongings, or obstructs, impedes, or interferes with the free passage of persons or vehicles upon public streets and sidewalks, or at other public facilities shall be directed by any duly sworn law enforcement officer or city employee having authority to do so to cease such activity and remove any tents, bedding, temporary shelters, personal belongings, refuse, food containers, bottles, or other items commonly associated with camping or habitation from city property.
- (2) Lighting or maintaining any open flame or fire on city property poses a potential danger to the public and unless permitted to do so, any person lighting or maintaining any open flame or fire shall be directed to stop, to extinguish any burning material, and to remove same once that can be safely done. Any duly sworn law enforcement officer or city employee may summarily extinguish any burning material.
- (3) Duly sworn law enforcement officers, at their discretion, may issue a written Notice of Banishment to any individual found to be in violation of this article. The Notice of Banishment shall inform the individual that they are prohibited from remaining on or returning to the specific city property identified in the notice.
- (4) A person violating this ordinance may be subject to removal by law enforcement off the premises as a trespasser and be subject to those criminal sanctions set forth in Chapter 14 of the North Carolina Criminal Statutes; and

For health and safety reasons, any personal effects left unattended may be deemed abandoned and subject to immediate removal and disposal by the City.

Chapter 18, Article I, Section 18-2, of the Code of Ordinances, City of Lenoir, North Carolina, is hereby amended to read as follows:

~~Sec. 18-2. — Trespassing on or Under Bridges.~~

- ~~(a) *Prohibited actions.* It is unlawful for any person to loiter upon or under any bridge within the city.~~
- ~~(b) *Signage.* Each bridge will be posted at both entrances notifying potential violators by sign "No Trespassing. Police Authorized to Arrest" under G.S. 14-159.13 and 14-4.~~
- ~~(c) A violation of this ordinance is a misdemeanor under G.S. § 14-4.~~

Sec. 18-2. – Trespassing and Prohibited Activity Under Bridges and Pedestrian Underpasses

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Bridge means any elevated structure that spans and provides passage over a roadway, railway, body of water, greenway, or other area. This includes the bridge deck, support structures, abutments, and any areas beneath or immediately adjacent to the structure that are necessary for its safe operation and maintenance.

Pedestrian Underpass means any tunnel, passageway, or below-grade structure designed and constructed to allow pedestrian travel beneath a roadway, railway, bridge, or other obstacle. This includes the walkway, entry and exit points, lighting, and any adjacent areas maintained as part of the underpass system.

Camp or camping means the use of city or public property for living accommodation purposes such as sleeping, or making preparations to sleep (including the laying down of bedding for the purposes of sleeping); storing personal property; placing any tent or a temporary shelter on the property for living accommodation purposes; regularly cooking or preparing meals; or other similar activities.

Storing personal property means leaving one's personal effects, such as, but not limited to, clothing, bedrolls, cookware, sleeping bags, luggage, knapsacks, or backpacks, unattended for any substantial prolonged length of time. This length of time is defined as a period sufficient to indicate abandonment or use of the area for storage, which shall be presumed when the property is left unattended for more than one (1) hour or when the owner is not in the immediate vicinity.

(b) Prohibited Acts.

- (1) It is unlawful for any person to obstruct, impede, or interfere with the free passage of persons or vehicles, camp, sleep, store personal property, sit, or lie down upon or under any bridge within the city.
- (2) It is unlawful for any person to stop inside a pedestrian underpass or obstruct, impede, or interfere with the free passage of persons or vehicles within ten feet horizontal or vertical distance of any pedestrian underpass.
- (3) It is unlawful for any person to light or maintain any open flame or fire on or under any bridge or pedestrian underpass within the city.

(c) Signage.

Each bridge will be posted at both entrances notifying potential violators by sign "No Trespassing. Police Authorized to Arrest" under G.S. 14-159.13 and 14-4.

(d) Enforcement and Penalties

- (1) Any person in violation of this ordinance shall be directed by any duly sworn law enforcement officer or city employee having authority to leave the area and remove any tents, bedding, temporary shelters, personal belongings, refuse, food containers, bottles, or other items commonly associated with camping or habitation from city property.
- (2) Lighting or maintaining any open flame or fire on city property poses a potential danger to the public and unless permitted to do so, any person lighting or maintaining any open flame or fire shall be directed to stop, to extinguish any burning material, and to remove same once that can be safely done. Any duly sworn law enforcement officer or city employee may summarily extinguish any burning material.

- (3) Duly sworn law enforcement officers, at their discretion, may issue a written Notice of Banishment to any individual found to be in violation of this article. The Notice of Banishment shall inform the individual that they are prohibited from remaining on or returning to the specific city property identified in the notice.
- (4) Any person violating this ordinance may be subject to removal by law enforcement off the premises as a trespasser and be subject to those criminal sanctions set forth in Chapter 14 of the North Carolina General Statutes.

SECTION 2. CODIFICATION. The City Clerk shall cause the Code of Ordinances of Lenoir, North Carolina to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

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

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, this ____ day of _____ and this ____ day of _____, 2025.

DONE, THE PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this ____ day of _____, 2025.

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

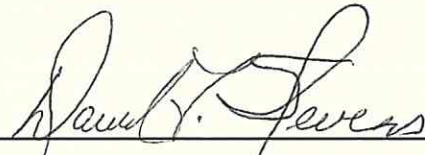
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CITY OF LENOIR, NORTH CAROLINA
OATH OF COUNCIL MEMBER

❧ DAVID F. STEVENS ❧

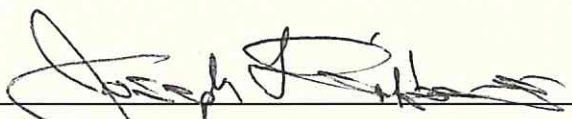
I, *DAVID F. STEVENS* solemnly swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; and, that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

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


DAVID F. STEVENS

Sworn to and subscribed before me this 11th day of December, 2025.




Joseph L. Gibbons
Mayor, City of Lenoir, NC

CITY OF LENOIR**COUNCIL ACTION FORM: January 6, 2026****I. Agenda Item:**

Consideration of Offer to Purchase 1340 Fairview Dr SW (See attached map).

II. Background Information:

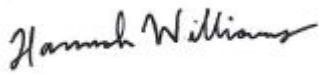
Marcus Sims has submitted an offer to purchase 1340 Fairview Drive SW owned by the City of Lenoir in the amount of \$13,000.00 plus advertising costs, NCPIN #2748563698 and Tax ID# 06184-1-7 as submitted.

The offer to purchase was initially considered by the Council on December 2, 2025, where Council voted to consider it following a 10-day upset bid period. Consistent with NCGS 160A-269, notice of the offer was then published in the Lenoir News Topic, and no upset bids were received. Therefore, Mr. Sim's original offer of \$13,000 is the highest bid, and Council may take final action to accept or reject the offer. See attached map and deed (Deed BK 2104, PG 1174).

III. Staff Recommendation: Council consideration to accept the final offer.**IV. Reviewed by:**

City Attorney: _____

Finance Director: _____

Planning Director: 

Date: 01/11/25

Scott Hildebran, Manager
City of Lenoir
801 West Avenue NW
Lenoir, NC 28645

Mr. Hildebran:

Please accept this letter as my official bid offer of \$ 13,000.00 for property owned by the City of Lenoir and located at 1340 Fairview DR. SW further identified by NC PIN 274-8563698 Lenoir NC

Furthermore, I understand that (check any/all that apply):

- ☐ This property contains a deteriorated or dilapidated structure. As part of my offer, I agree to repair the structure in accordance with the standards contained in Chapter 10 of the Lenoir City Code and all applicable state building codes, or to remove this structure at my own expense.
- ☐ Published Notice. As part of my offer, I agree to pay all costs associated with the public notices required by 160A-269.

Enclosed is a deposit of 5% of the bid in accordance with 160A-269.

Sincerely,

Marcus W Sims (please sign)

Full Name: MARCUS W SIMS

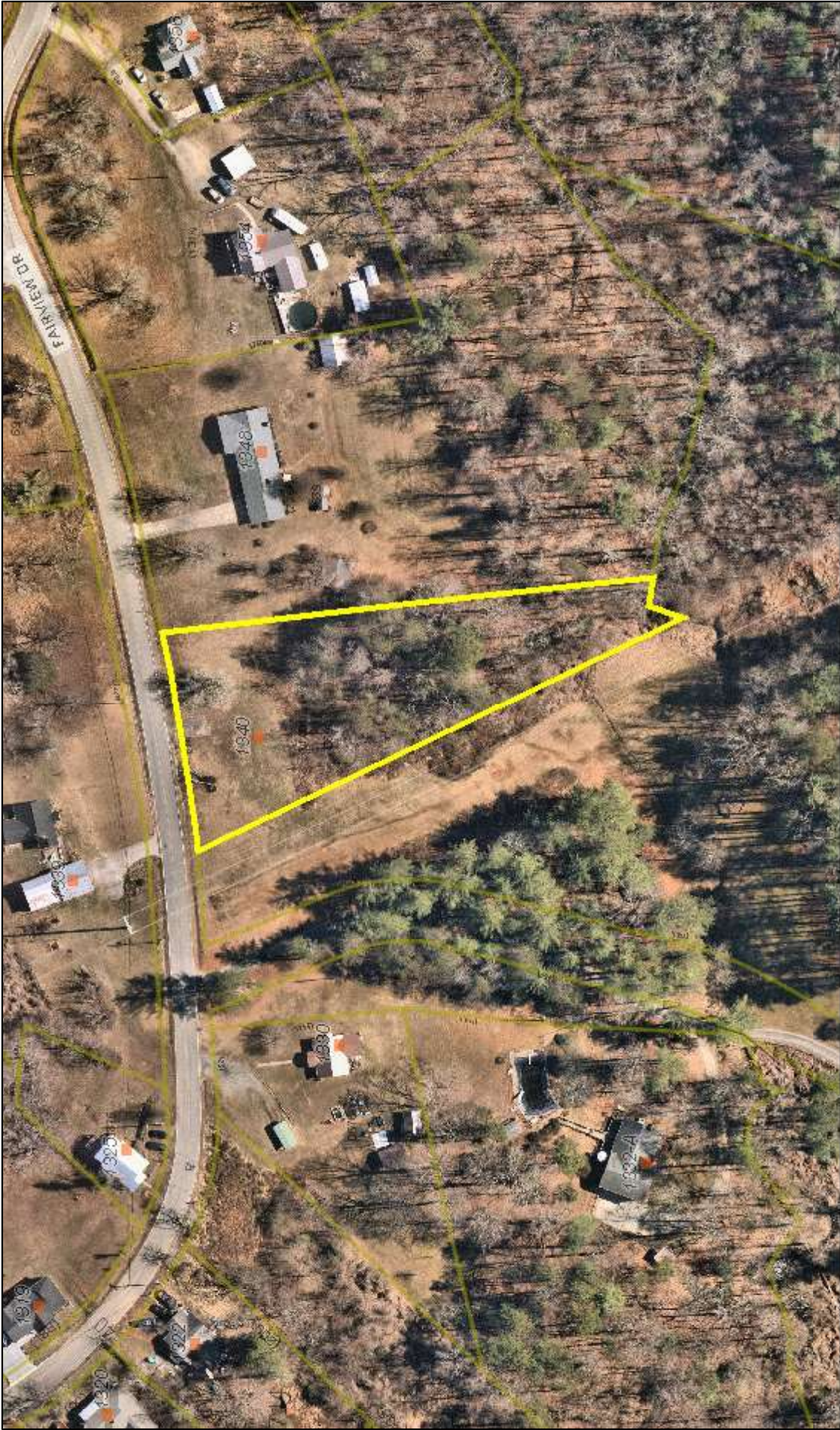
Phone number: 828-499-2364

Mailing Address: PO Box 3495, Lenoir NC 28645

Email: marcuswsims@gmail.com

§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first



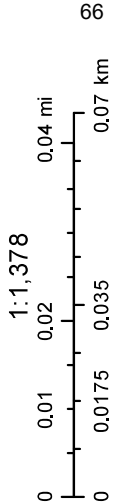
This map is NOT of land survey quality and is NOT suitable for such use.

Owner CITY OF LENOIR
PO BOX 958
LENOIR, NC 28645

Acct Number 107485
Parcel ID 06184 1 7
NCPIN 2748563698

Deferred Val \$
Assessed Val \$18,500
Calc Acreage 1.00034446
Land Units 164 (FF)
Legal Desc BK 2104 PG 1174 YR 24 ST 0.00
Plat Ref 00000/00000
Property Addr 1340 FAIRVIEW DR

Caldwell County



November 18, 2025

This instrument is prepared by Richard J. Kania, a licensed North Carolina Attorney.

Delinquent taxes, if any, are to be paid by Closing Attorney to the county tax collector upon disbursement of closing proceeds.

PIN #: 06-184-1-7

Prepared by: Richard J. Kania, Attorney

Deed Stamps: \$0.00

Mail after recording to: Grantee

COMMISSIONER'S DEED

THIS COMMISSIONER'S DEED, made this 11th day of March, 2024, by and between

GRANTOR	GRANTEE
RICHARD J. KANIA, Commissioner	CITY OF LENOIR
82 Patton Ave., Ste. 500 Asheville, NC 28801	P.O. Box 958 Lenoir, NC 28645

WITNESSETH, That whereas Richard J. Kania was appointed Commissioner under an order of the Superior Court of Caldwell County, North Carolina, in the tax foreclosure proceeding entitled "City of Lenoir and County of Caldwell vs. Unknown Heirs at Law of Hazel Coggins Craig", (File #21 CvD 884); and was directed by the order as Commissioner to sell the property hereinafter described at public sale after due advertisement according to law;

Whereas Richard J. Kania, Commissioner, did on the 11th day of April, 2023, offer the land hereinafter described at a public sale at the Caldwell County Courthouse door, in Lenoir, North Carolina and City of Lenoir became the last and highest bidder for said land for the sum of \$18,500.00; and the sale having been confirmed, and Richard J. Kania, Commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

Now, in consideration of the premises and the sum of \$18,500.00, receipt of which is hereby acknowledged, Richard J. Kania, Commissioner, does, by these presents, hereby bargain, sell, grant, and convey to Grantee, and its successors, heirs and assigns, that property situated in Caldwell County, North Carolina, and described as follows:

BEGINNING on a p. k. nail in the center of SR 1188, said BEGINNING point being the same as the Northwest corner of Tract #7; thence from the point of BEGINNING and with Tract #7, South 05° 44' 09" East, passing an iron stake at 30.00 feet, continuing 364.95 feet to an iron stake, and continuing 20.00 feet for a total distance of 414.95 feet to a point in the center of a small creek; thence with the center of said small creek for 3 calls: North 81° 06' 13" West 24.62 feet; South 19° 35' 58" West 50.15 feet; South 16° 11' 00" West 27.59 feet to an iron stake, a corner with Clyde Prestwood; thence with Prestwood and with the center of a Duke Power right-of-way line, North 25° 00' 00" West 500.00 feet to a p. k. nail in the center of SR 1188; thence with the center of SR 1188 for 4 calls: North 85° 15' 43" East 50.65 feet; North 82° 59' 13" East 52.78 feet; North 80° 55' 13" East 96.63 feet; North 79° 30' 11" East 20.74 feet to the point of BEGINNING, containing 1.44 ACRES gross by coordinates.

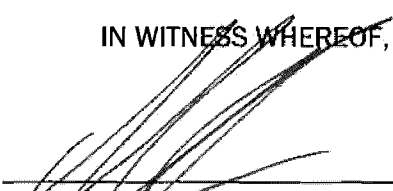
Subject to easements, restrictions and rights of way of record, and matters of survey.

Also being identified as Parcel ID# 06-184-1-7, Caldwell County Tax Office.
Address: 1340 Fairview Drive

This conveyance is made subject to Caldwell County and any applicable city property taxes, the payment of which shall be assumed by the purchaser.

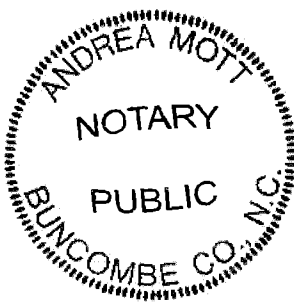
TO HAVE AND TO HOLD the aforesaid tract of land, to Grantee, its successors, heirs and assigns forever, in as full and ample manner as Richard J. Kania, Commissioner, is authorized and empowered to convey the same.

IN WITNESS WHEREOF, Richard J. Kania, Commissioner, has hereunto set his hand and seal.


Richard J. Kania
Commissioner

(SEAL)

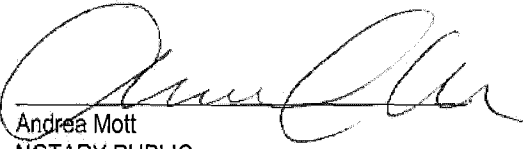
SEAL-STAMP



NORTH CAROLINA. Buncombe County

I, a Notary Public of the County and State aforesaid, do hereby certify that Richard J. Kania, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing Commissioner's deed.

Witness my hand and official seal this 11th day of March, 2024.


Andrea Mott
NOTARY PUBLIC
My commission expires: 07/16/2025

**NOTICE OF
OFFER TO PURCHASE REAL PROPERTY
CITY OF LENOIR**

Notice is hereby given pursuant to N.C.G.S. §160A-269 that the City of Lenoir has received an Offer to Purchase of that City-owned real property located at 1340 Fairview Drive SW, Lenoir, N.C., the parcel number and Tax ID are: NCPIN 2748563698 and Tax Parcel ID# 06184-1-7. The offered purchase price is \$13,000.00 plus advertising costs for conveyance by non-warranty deed. The property shall be conveyed “as is, where is,” and the purchase and sale shall be subject to all superior liens, unpaid taxes and special assessments, if any. The City Council proposes to accept said offer.

Within ten (10) days of this notice any person may raise the bid by not less than ten (10%) of the first \$1,000.00 and five (5%) percent of the remainder and by making a deposit of five (5%) percent of such increased bid with the City Clerk. Any such bid shall be subject to further advertisement as provided in N.C.G.S. §160A-269. The City Council may at any time reject any and all bids.

**City of Lenoir
Lauren Hartley
City Clerk
801 West Avenue, NW
Lenoir, NC 28645**

Please publish on Tuesday, December 9, 2025.

CITY OF LENOIR COUNCIL ACTION FORM

- I. Agenda Item:** Project Bid Award: Lenoir Gateway Phase II; Staff recommends approval to award the contract for the Lenoir Gateway Phase II to the lowest, responsive, responsible bidder Rite Lite Signs Inc. for \$414,772.00. Rite Lite Signs Inc. has completed wayfinding and gateway sign work throughout the region and is currently our contractor for the ongoing Lenoir Wayfinding Project.

- II. Background Information:** The City of Lenoir contracted with Destination by Design a multi-disciplinary economic development firm located in Boone, North Carolina to provide design, bid administration and construction oversight for the Lenoir Gateway (Sign) Project. The Gateway project consists of the manufacturing and installation of four (4) gateway signs along westbound Wilkesboro Boulevard. (NC-18), eastbound Morganton Boulevard. SW (U.S. Highway 64), northbound Hickory Boulevard. (U.S. Highway 321) and southbound Blowing Rock Boulevard (U.S. Highway 321) entering the City of Lenoir. The original project estimate was \$1,000,000.00. Based on bids received the total project cost will be \$414,772.00. The Lenoir Tourism and Development Association (TDA) has committed \$100,000.00 to this project, the remainder will be covered by other city funds.

The project was advertised for public bid on November 19, 2025 with a public bid opening scheduled for December 11, 2025 at 2pm.

Three complete bids were received and opened:

Rite Lite Signs Inc.: \$414,772.00 (Unit Price: N \$105,699.00 E \$103,292.00 S 102,489.00 W \$103,292.00.)

Carillo Contracting LLC. & Carolina Bomanite: \$627,616.00 (Unit Price: N \$167,197.00 E \$153,473.00 S 153,473.00 W \$153,473.00.).

Denyse Signs: \$90,870.00 (Unit Price: N \$23,190.00 E \$22,560.00 S \$22,560.00 W \$22,560.00) Please note the lowest bid was deemed nonresponsive based on failure to meet mandatory bid requirements, including execution of the bid form, inclusion of all required work, and consistency between the base bid and schedule of values.

- III. Staff Recommendation:** Staff recommends approval to award the contract for the Lenoir Gateway Phase II to the lowest, responsive, responsible bidder Rite Lite Signs Inc. for \$414,772.00 (Unit Price: N \$105,699.00 E \$103,292.00 S 102,489.00 W \$103,292.00.). Rite Lite Signs Inc. has completed wayfinding and gateway sign work throughout the region and is currently our contractor for the ongoing Lenoir Wayfinding Project.

- IV. Reviewed By:**

City Attorney:

Public Works/Public Utilities Director: JH

City Manager:

December 22, 2025

Jon Hogan
Public Works Director
City of Lenoir
510 Greer Cir SW
Lenoir, NC 28645

Re: Lenoir Gateway Phase II

Dear Mr. Hogan,

Bids for the **Lenoir Gateway Phase II** project were publicly opened on **December 11, 2025**. Three bids were received, meeting the minimum bid requirements of North Carolina General Statutes.

Following review of the bids and supporting documentation, the apparent low bid submitted by **DeNyse Signs** was determined to be **nonresponsive** due to failure to comply with mandatory bid requirements. A Notice of Nonresponsiveness has been issued to the bidder. The bid tabulation and rejection correspondence are attached for reference.

Based on evaluation of the remaining bids, **RiteLite Signs** is the **lowest responsive and responsible bidder**, with a total bid amount of **\$414,772.00**.

We recommend award of the contract for the Lenoir Gateway Phase II project to **RiteLite Signs** in the amount of **\$414,772.00**, subject to review and approval by the City Manager and City Attorney.

Please let us know if you have any questions or require additional information prior to proceeding.



Case Neal, PLA
Senior Landscape Architect
Destination by Design

Attachments:

- Bid Tabulation
- Notice of Nonresponsiveness (DeNyse Signs)

BID TABULATION

Project: Lenoir Gateway Phase II
 Owner: City of Lenoir, NC
 Bid Opening Date: 12/11/2025



BIDDERS (Name GC):	Carolina Bomanite	Rite Lite	Denyse Signs
North Location	\$167,197.00	\$105,699.00	\$23,190.00
East Location	\$153,473.00	\$103,292.00	\$22,560.00
South Location	\$153,473.00	\$102,489.00	\$22,560.00
West Location	\$153,473.00	\$103,292.00	\$22,560.00
Total Bid Amount	\$627,616.00	\$414,772.00	\$90,870.00
Rank	2	1	Rejected

Explanation of Rejected Bidder(s):

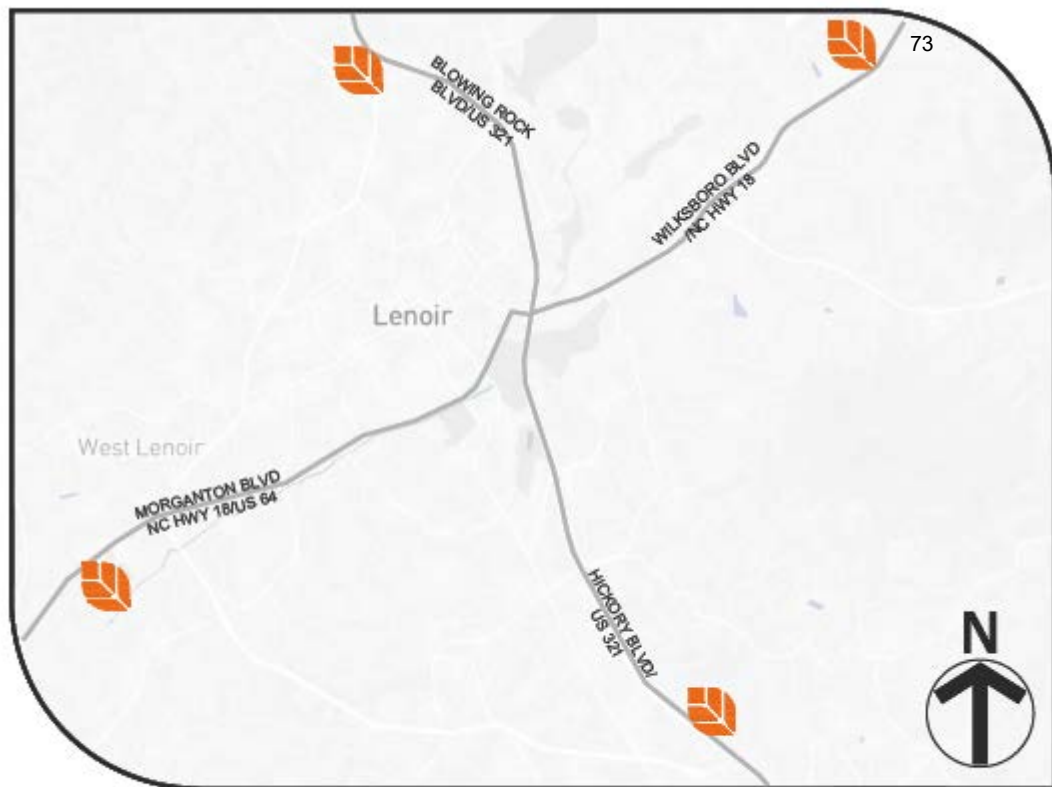
Lowest bid deemed nonresponsive based on failure to meet mandatory bid requirements, including execution of the bid form, inclusion of all required work, and consistency between the base bid and schedule of values.

I certify that this is a true tabulation of bids received.

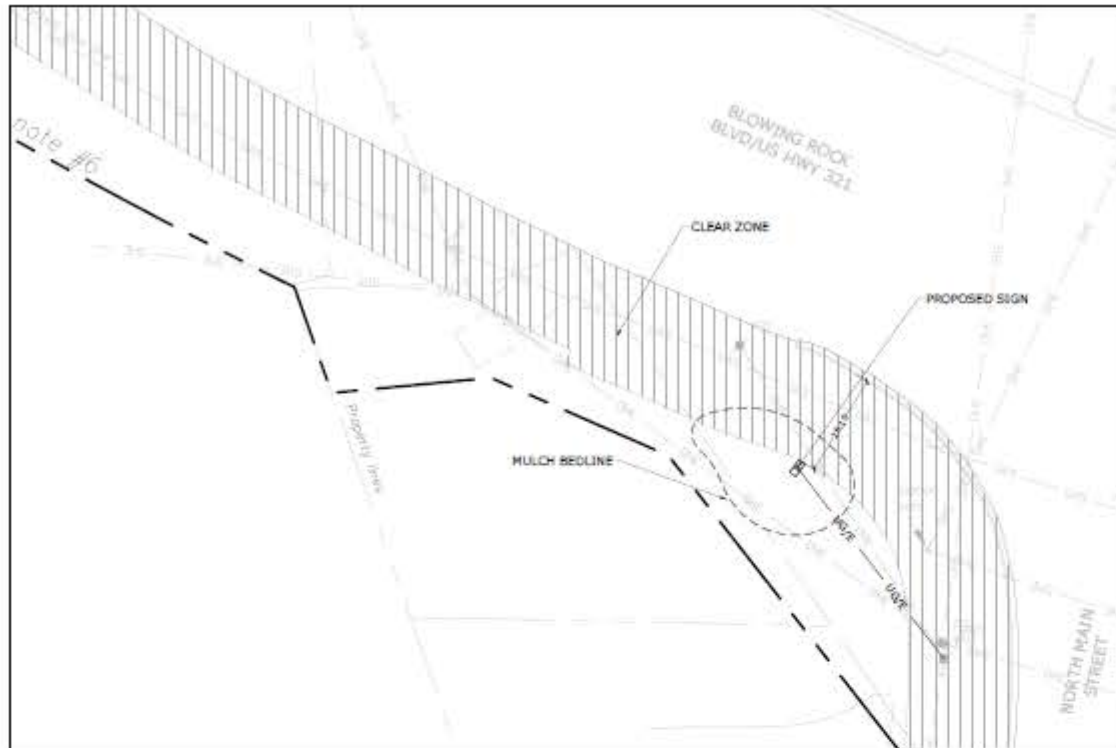
A handwritten signature in blue ink, appearing to read "Casey Neal".

Case Neal, PLA

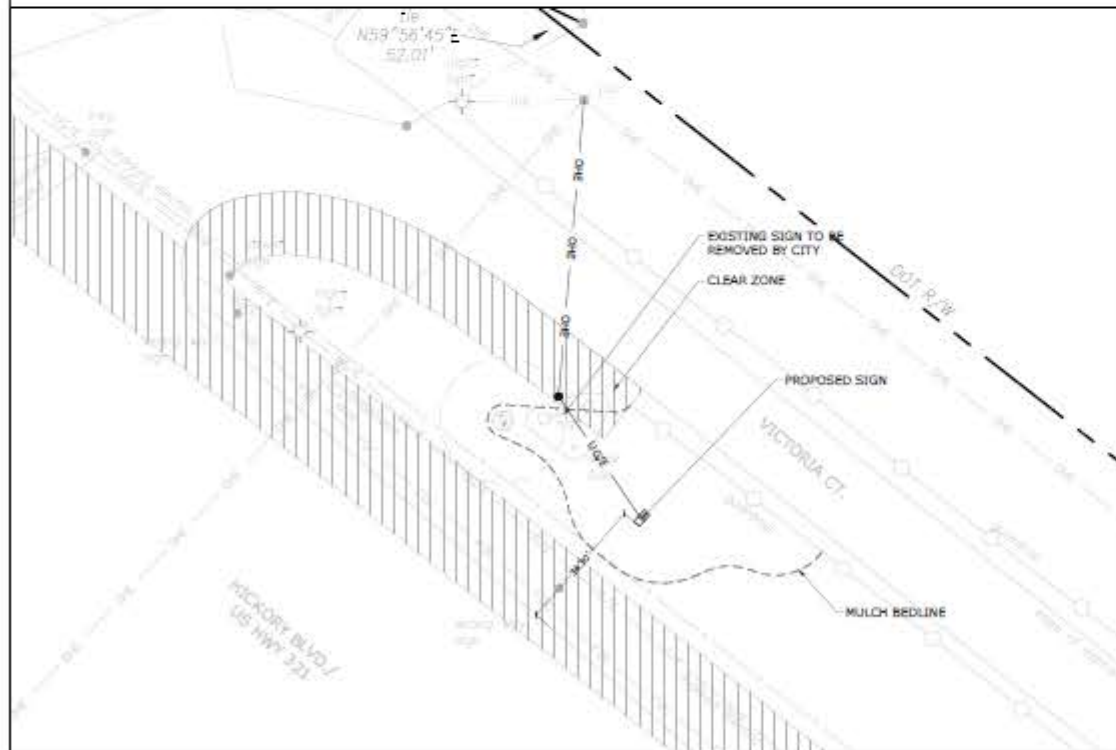
Destination by Design Studios, PLLC



VICINITY MAP



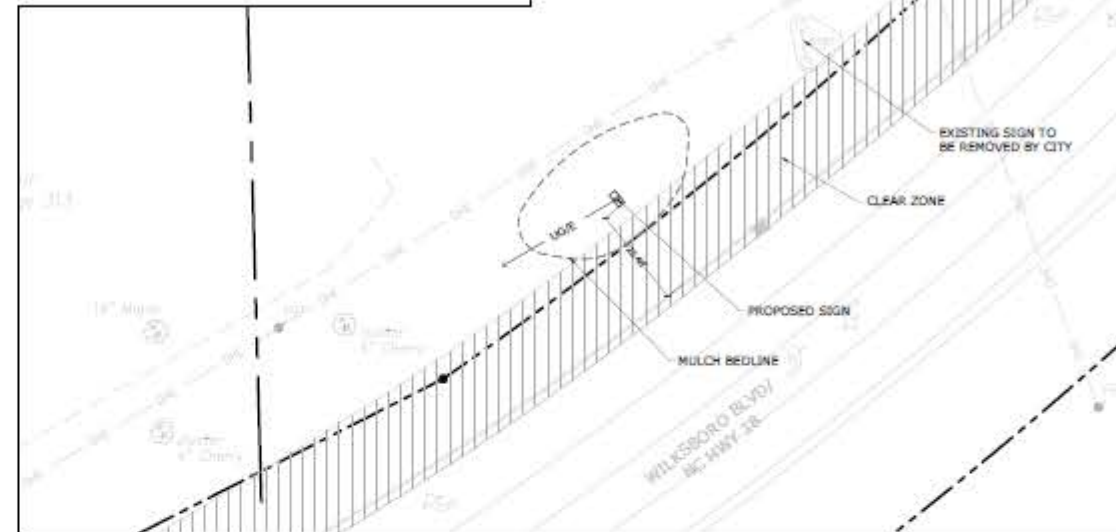
1 NORTH LOCATION
1"=30'



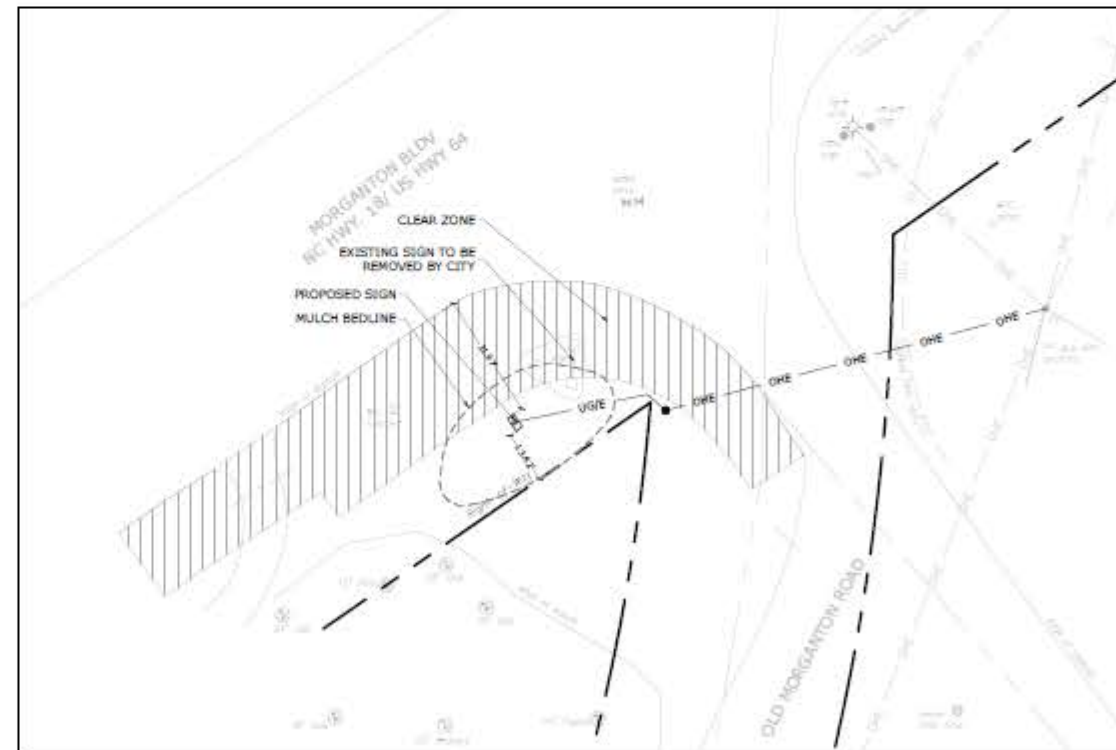
3 SOUTH LOCATION
1"=30'



- NC DOT & PEDESTRIAN ACCESS NOTICE:**
1. THIS SITE SHALL REMAIN OPEN FOR PEDESTRIAN ACCESS THROUGHOUT THE CONSTRUCTION PERIOD. CONTRACTOR SHALL SUBMIT A PLAN DIRECTING CONSTRUCTION PHASING, PEDESTRIAN DETOURS, AND ANY SPECIAL PROVISIONS REQUIRED TO KEEP THE SITE OPEN AND ACCESSIBLE TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO BEGINNING WORK.
 2. THE CONTRACTOR IS REQUIRED TO OBTAIN AN APPROVED MAINTENANCE OF TRAFFIC (M.O.T.) PLAN IN ACCORDANCE WITH NC DOT REGULATIONS PRIOR TO BEGINNING WORK WITHIN THE RIGHT-OF-WAY. THE CONTRACTOR SHALL BEAR THE COST OF OBTAINING AN APPROVED M.O.T. PLAN AND SHALL DEPOSIT THE COST OF THIS PROCESS IN THE RASH RED ACCOUNT.
 3. CONTRACTOR SHALL SEQUENCE THE WORK AND PROVIDE TEMPORARY MEASURES AS NECESSARY TO MAINTAIN ACCESS TO THE SITE THROUGH ALL ENTRANCES AT ALL TIMES DURING CONSTRUCTION. TEMPORARY PROVISIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, BARRICADES, FLASHING LIGHTS, FLAGMEN, TEMPORARY PAVEMENT, AND DIRECTIONAL SIGNAGE NECESSARY TO ACCOMPLISH THE WORK.



2 EAST LOCATION
1"=30'



4 WEST LOCATION
1"=30'



PROJECT

74



LENOIR GATEWAY SIGNAGE

CLIENT: CITY OF LENOIR
Scott Hildebrand, City Manager
801 West Avenue NW
Caldwell County
Lenoir, NC 28545

LANDSCAPE ARCHITECT

**DESTINATION
BY DESIGN**

136 Furman Rd, Suite E, Boone, NC 28607
(828) 306-1000
dbdplanning.com

NOT FOR
CONSTRUCTION
000024

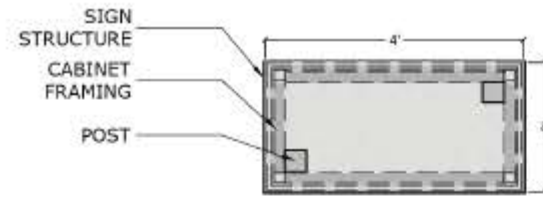
REVISIONS DATE

PROJECT MANAGER: CN
DRAWING BY: CN
JURISDICTION: CALDWELL COUNTY, NC

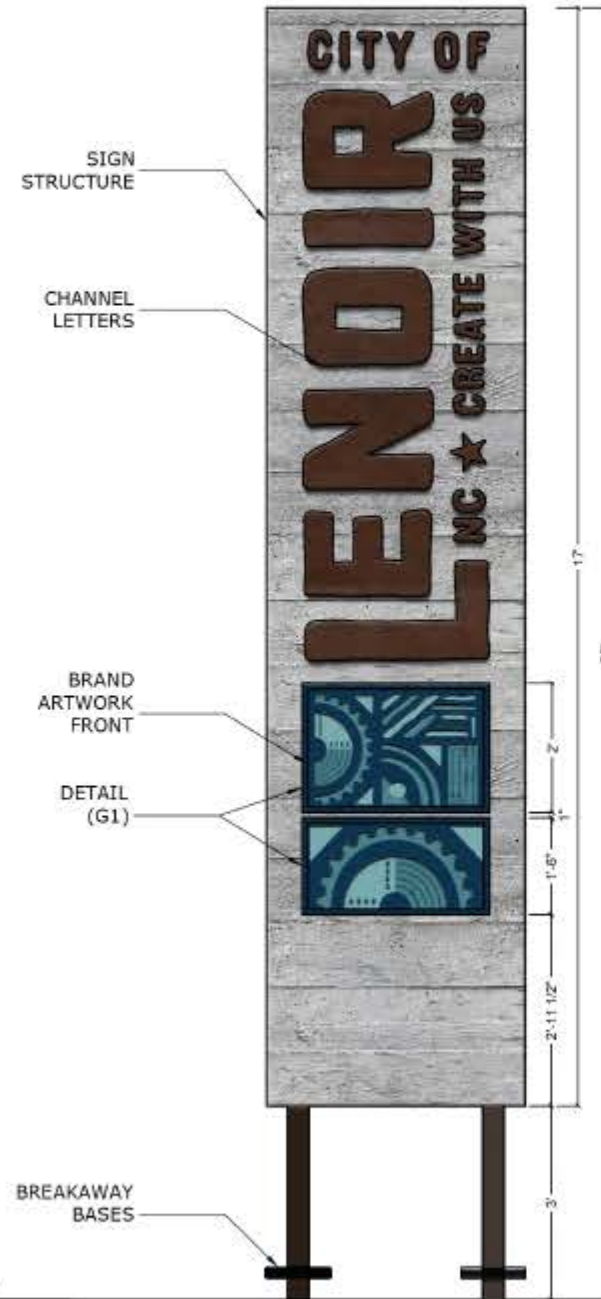
SHEET TITLE:

SIGNAGE
SITE PLAN

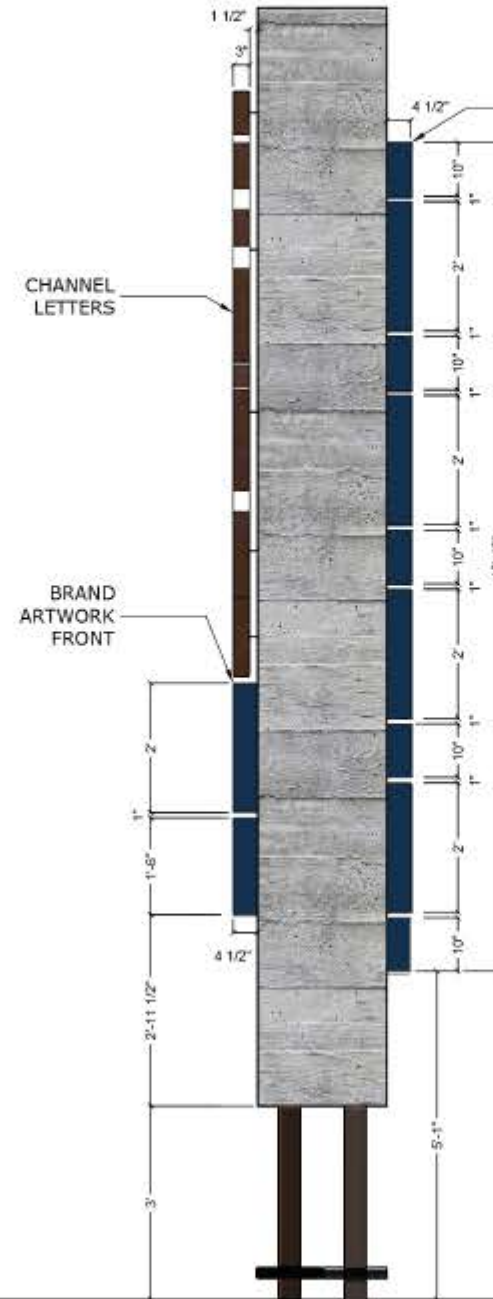
SHEET NUMBER:
L-1.0



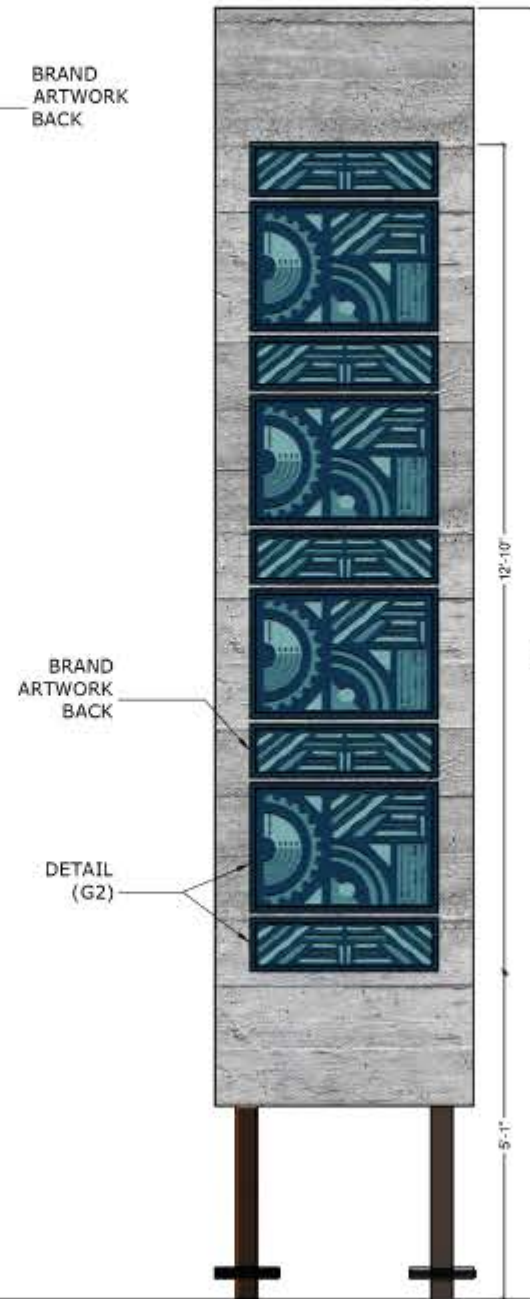
TOP VIEW



FRONT VIEW



SIDE VIEW



BACK VIEW

NOTES

1. SIGN STRUCTURE:
4' W X 20'H X 2' D Sign cabinet with +/- 3/8" thick Concrete (2Stone or equal approved by DBD).

2. CABINET FRAMING:
2" X 2" Square pipe structural support framing inside the sign cabinet; welded directly to the post (refer to structural drawings for welding details). All welds ground smooth.

3. POST:
(2) 4" X 4" Square steel post welded directly from inside to the cabinet framing (refer to structural drawings for welding details). All welds ground smooth. Post bolted to the ground with "Mash-400 slip" breakaway bases (refer to structural drawings for foundation details).

4. CHANNEL LETTERS:
3" Channel letter stud mounted with 1.5" standoff, acrylic backing, and halo illumination (refer to electrical details).

5. BRAND ARTWORK FRONT:
Rectangular brand artwork 4.5" aluminum frame flush mounted to the sign structure. Powder coated frame, layered 3/16" thick Lexan Polycarbonate sheet (or approved equal by landscape architect) and 1/4" aluminum sheet with Jewelite trim (or approved equal) and face lit (refer to electrical and enlargement detail - G1).

6. BRAND ARTWORK BACK:
Rectangular brand artwork 4.5" thick aluminum frame flush mounted to the sign structure. Powder coated frame, layered 3/16" thick Lexan Polycarbonate sheet (or approved equal by landscape architect) and 1/4" aluminum sheet with Jewelite trim (or approved equal) and face lit (refer to electrical and enlargement detail - G2).

7. BREAKAWAY BASES:
All signs to be mounted on an "Mash-400" approved breakaway bases; (refer to structural for details).

PROJECT 75

LENOIR GATEWAY SIGNAGE

CLIENT: CITY OF LENOIR

Scott Hildebrand, City Manager
801 West Avenue NW
Caldwell County
Lenoir, NC 28945

SIGNAGE DESIGN INTENT

DESTINATION BY DESIGN

106 Fuman Rd, Suite 6, Boone, NC 28907
(803) 266-1986
dbdplanning.com

THESE DRAWINGS ARE MEANT FOR DESIGN INTENT ONLY. SHOP DRAWINGS AND DETAILS MUST BE SUBMITTED TO THIS OFFICE FOR APPROVAL PRIOR TO FABRICATION.

07/11/25

REVISIONS DATE

PROJECT MANAGER: CN

DRAWING BY: PB

JURISDICTION: CALDWELL COUNTY

SHEET TITLE:

SIGN OVERVIEW - NORTH LOCATION

SHEET NUMBER:

W-2.0

SECTION 00 11 16

INVITATION TO BID

The City of Lenoir will accept sealed bids for the construction and installation of the Lenoir Gateways - Phase II Project for four (4) gateway signs to be located throughout the City of Lenoir.

The Lenoir Gateways - Phase II Project includes the fabrication of four (4) gateway signs along westbound Wilkesborough Boulevard (NC-18), eastbound Morganton Boulevard Southwest (U.S. Highway 64) northbound Hickory Boulevard (U.S. Highway 321) and southbound Blowing Rock Boulevard (U.S. Highway 321) entering the City of Lenoir.

Bid Documents:

Bid Documents for the work may be obtained from the Landscape Architect, Destination by Design Studios, PLLC. All documents will be issued electronically in PDF format. Documents can be downloaded by completing the bidder information form at <https://destinationbydesign.com/active-bids/>. Requests for documents shall include company name, address, phone number, and contact email.

Request for Information:

Requests for Information shall utilize the pre-bid question form included in the project manual and be directed to the Landscape Architect via email at case@dbdplanning.com. All information requests are due by 12/08/2025. All responses for information and addenda will be issued electronically in PDF format at <https://destinationbydesign.com/active-bids/>.

Pre-bid Conference:

A non-mandatory pre-bid conference will be held virtually on 12/02/2025 at 1:00pm local prevailing time. Instructions to access the meeting will be emailed to bidders who submit their information to <https://destinationbydesign.com/active-bids/>.

Google Meeting link: meet.google.com/otn-bngp-oae

Sealed Bids:

Sealed bids will be received and opened publicly on 12/11/2025 at 3:00pm at the City of Lenoir Public Works located at 510 Greer Circle SW, Lenoir, NC 28645 and should be clearly marked "Lenoir Gateways - Phase II" and addressed to Jon Hogan.

All bids must be accompanied by a bid bond or cashier's check in the amount of 5% of the bid payable to City of Lenoir.

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

The successful bidder shall comply with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin or physical handicap.

END OF SECTION

BID ENVELOPE

Bid to: City of Lenoir
 For the Project: Lenoir Gateways - Phase II
 Project Designer: Destination by Design Studios, PLLC.

Any blank spaces may cause bid to be unacceptable and rejected. Provide state contractor license number, expiration date, and classification for Bidder and listed subcontractors, as applicable. Provide all names as used for licensing or other legal transactions.		
Bidder Identification:		North Carolina Contractor License Information:
Bidder: Rite Lite Signs, Inc.		License Number: NC GC 79741
Project Manager: Amy Martin		License Classification Applicable to Project: General Contractor
Superintendent: Travis Walker		License Expiration Date: December 31, 2025
		Dollar Limit \$(unlimited)
Subcontractors to be used on this Project: (or Bidder, if Bidder is to perform the work) - If any work, regardless of dollar value, is required for subcontractor category, list subcontractors that will perform that work. Or, if Bidder will perform that work in a category with Bidder's own forces, fill in Bidder's name as subcontractor. - If no work is required in a subcontractor category, write "N/R " (None Required) or "N/A" (Not Applicable). - If the monetary amount of a subcontractor's work is such that no license is required, "N/A" may be written in the license number column, but still write the subcontractor's name.		
Grading (Note: This space must be filled in or the bid may not be opened.)	Name: N/A	License Number:
	Classification:	Expiration Date:
Paving (Note: This space must be filled in or the bid may not be opened.)	Name: N/A	License Number:
	Classification:	Expiration Date:
Plumbing (Note: This space must be filled in or the bid may not be opened.)	Name: N/A	License Number:
	Classification:	Expiration Date:
Electrical (Note: This space must be filled in or the bid may not be opened.)	Name: Curlee Electric	License Number: U.08445
	Classification: Unlimited	Expiration Date: 4/30/2025
Landscaping (Note: This space must be filled in or the bid may not be opened.)	Name: Terra Green Landscaping	License Number: CL.0034
	Classification: Corporate Landscaping Contractor	Expiration Date: 7/31/2026
This Bid Envelope approved for public opening: Signature of Designer or their representative		

SECTION 00 40 00 BID FORM

Lenoir Gateways - Phase II City of Lenoir

Bid of: Rite Lite Signs, Inc.
(Name of Bidder)

Address 1000 Biscayne Drive

City State Concord, NC 28027

Phone 704-788-7097

Date 12/9/2025

The undersigned, having carefully examined the Site, the conditions affecting the Work, the Bidding Documents dated **11/19/2025**, entitled "**Lenoir Gateways - Phase II**" prepared by Destination by Design Studios PLLC, Boone, North Carolina, do hereby offer to furnish all labor, materials, tools, equipment, plant transportation, machinery, supplies, taxes and services necessary to complete the Work in compliance with the Contract Documents, including Addenda Nos. 1 issued prior to the Bid Date, which is/are hereby acknowledged, for the following considerations:

UNIT PRICE

(Unit price is based on all work required per location.)

North Location, all work required to fabricate and install, the lump sum amount of:

One Hundred Five Thousand Six Hundred Ninety-Nine Dollars (\$ 105,699.00*)
*price includes sales tax

East Location, all work required to fabricate and install, the lump sum amount of:

One Hundred Three Thousand Two Hundred Ninety-Two Dollars (\$ 103,292.00*)
*price includes sales tax

South Location, all work required to fabricate and install, the lump sum amount of:

One Hundred Two Thousand Four Hundred Eighty-Nine Dollars (\$ 102,489.00*)
*price includes sales tax

West Location, all work required to fabricate and install, the lump sum amount of:

One Hundred Three Thousand Two Hundred Ninety-Two Dollars (\$ 103,292.00*)
*price includes sales tax

TIME FOR COMPLETION OF THE WORK

The undersigned agrees to commence work within thirty (30) days of acceptance of the bid and complete the project within **120** calendar days.

SUPPLEMENTS TO THE BID FORM

The following items shall be supplied with this Bid Form and must be included for the Bid to be considered complete.

1. Bid Security.
2. Bid Envelope (attached).
3. List of at least three projects similar in scope to this project successfully completed by the Bidder including the name of the project, location, scope of work, cost of construction, and owner's name and contact with phone number.
4. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
5. Contractor's Proposed Schedule of Values (See included form). The Contractor's Schedule of Values is solely for the comparison of bids.

ACCEPTANCE OF PROPOSAL

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within thirty days after the date of the opening of the Bids, the Owner and Bidder will execute an Agreement in accordance with the Bid as accepted.

The Bidder will furnish a Performance Bond and Labor and Material Payment Bond with such surety or sureties as the Owner may approve. It is understood that the costs for the bonds are included in the Base Bid amount.

By submitting a Bid, the Bidder agrees that from his/her own investigation he/she has satisfied him- self/herself as to the nature and location of the Work, the general and local conditions, and all matters which may, in any way, affect the Work or its performance. As a result of such examination and investigation, Bidder fully understands the intent and purpose of the Documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the foregoing procedure and to familiarize himself/herself with the Documents and all conditions that might affect the Work will not be allowed.

The Bidder further agrees that this Bid is based upon the materials, equipment and systems required by the Documents without exception and that no substitutions have been made.

SIGNATURE OF BIDDER

(seal if a corporation) Bidder Rite Lite Signs, Inc.
 (Firm Name)
 By  (Stafford B. Saunders II)
 Title General Manager
 State of Incorporation North Carolina

Names of Officers:

President	<u>Tasha Catchpole</u>
Secretary	<u>David R. Catchpole, Jr.</u>
Treasurer	<u>Tasha Catchpole</u>

Names of Key Members of the Firm: (unincorporated organizations)

END OF SECTION

BIDDER'S SCHEDULE OF VALUES

(FOR BIDDING PURPOSES ONLY)

North Location

ITEM	DESCRIPTION	AMOUNT
1	MOBILIZATION	\$1,000.00
2	GENERAL CONDITIONS	\$1,250.00
3	TRAFFIC CONTROL	\$4,815.00
4	FABRICATION	\$49,747.00
5	INSTALLATION	\$11,294.00
6	ELECTRICAL	\$13,827.00
7	LANDSCAPING	\$23,766.00
	TOTAL (EQUAL TO BASE BID)	\$105,699.00

East Location

ITEM	DESCRIPTION	AMOUNT
1	MOBILIZATION	\$1,000.00
2	GENERAL CONDITIONS	\$1,250.00
3	TRAFFIC CONTROL	\$2,408.00
4	FABRICATION	\$49,747.00
5	INSTALLATION	\$11,294.00
6	ELECTRICAL	\$13,827.00
7	LANDSCAPING	\$23,766.00
	TOTAL (EQUAL TO BASE BID)	\$103,292.00

BIDDER'S SCHEDULE OF VALUES

(FOR BIDDING PURPOSES ONLY)

South Location

ITEM	DESCRIPTION	AMOUNT
1	MOBILIZATION	\$1,000.00
2	GENERAL CONDITIONS	\$1,250.00
3	TRAFFIC CONTROL	\$1,605.00
4	FABRICATION	\$49,747.00
5	INSTALLATION	\$11,294.00
6	ELECTRICAL	\$13,827.00
7	LANDSCAPING	\$23,766.00
	TOTAL (EQUAL TO BASE BID)	\$102,489.00

West Location

ITEM	DESCRIPTION	AMOUNT
1	MOBILIZATION	\$1,000.00
2	GENERAL CONDITIONS	\$1,250.00
3	TRAFFIC CONTROL	\$2,408.00
4	FABRICATION	\$49,747.00
5	INSTALLATION	\$11,294.00
6	ELECTRICAL	\$13,827.00
7	LANDSCAPING	\$23,766.00
	TOTAL (EQUAL TO BASE BID)	\$103,292.00

Schedule of values to be completed for each location.

BIDDER'S STATEMENT OF DISPUTES, LITIGATION, ARBITRATION AND SURETY COMPLETION (LAST 3 YEARS)

Project:	NONE	
Name and Address of Owner or Engineer:		
Name and Phone Number of Owner or Engineer Representative:		
Contract Date:	Amount:	Status:

Project:		
Name and Address of Owner or Engineer:		
Name and Phone Number of Owner or Engineer Representative:		
Contract Date:	Amount:	Status:

Project:		
Name and Address of Owner or Engineer:		
Name and Phone Number of Owner or Engineer Representative:		
Contract Date:	Amount:	Status:

Project:		
Name and Address of Owner or Engineer:		
Name and Phone Number of Owner or Engineer Representative:		
Contract Date:	Amount:	Status:

Provide additional copies of this sheet as necessary.

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

Rite Lite Signs, Inc.
 1000 Biscayne Drive
 Concord, NC 28027

OWNER:

(Name, legal status and address)

City of Lenoir
 510-B Greer Circle
 Lenoir, NC 28645

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

BOND AMOUNT: 5% of bid amount.....

PROJECT:

(Name, location or address, and Project number, if any)

Lenoir Wayfinding: manufacture and install four (4) gateway signs

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of December, 2025.

Rite Lite Signs, Inc.

(Principal)

(Seal)

David R. Catchpole, Jr., Vice-President

(Title)

Travelers Casualty and Surety Company of America

(Surety) Melissa W. Slaughter

(Seal)

Attorney In Fact

(Title)

Melissa W. Slaughter
(Witness)

Melissa W. Slaughter
(Witness)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Melissa W. Slaughter** of **GASTONIA**, **North Carolina**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

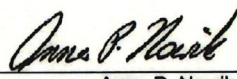
By: 
 Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

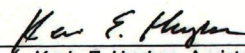
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **December**, **2025**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

REQUEST FOR REFERENCES

References for: Rite Lite Signs, Inc.

1. Company City of Shelby, NC
 Street Address 201 Marion St.
 City, State & Zip Shelby, NC 28150
 Contact Person Name Justin Wright Phone 704-669-2062
 Email address Justin.Wright@cityofshelby.com
 Describe specific job performed and date: Manufacture and install various types of
signage for Rail Trail Project completed: 10/28/22 Total amount: \$153,585.00
2. Company City of Murray, KY
 Street Address 500 Main St
 City, State & Zip Murray, KY 42071
 Contact Person Name Marisa Stewart Phone 270-762-0350 x1134
 Email address Marisa.Stewart@murrayky.gov
 Describe specific job performed and date: Manufacture and install various types of wayfinding
signage Project completed: 7/27/2022 Total amount: \$311,967.00
3. Company City of Rocky Mount, NC
 Street Address 331 South Franklin St
 City, State & Zip Rocky Mount, NC 27802
 Contact Person Name Kelvin Yarrell Phone 252-467-4927
 Email address Kelvin.yarrell@rockymountnc.gov
 Describe specific job performed and date: Manufacture and install Gateway Sign with
solar ground lighting Project completed: 9/9/24 Total amount: \$243,468.00

RITE LITE SIGNS, INC.

Project: City of Shelby – Carolina Harmony Trail Signage

Location: Shelby, North Carolina

Project Amount: \$153,585.00

Scope: Manufacture and install various types of wayfinding signage for Rail Trail

Designer: Destination by Design Studios, PLLC

136 Furman Rd, Suite 6, Boone, NC 28607

Phone: 828-386-1866

Client Representative: Justin Wright

Phone: 704-669-2062

Justin.Wright@cityofshelby.com

Designed by Destination by Design Studios, PLLC



Designed by Destination by Design Studios, PLLC



RITE LITE SIGNS, INC.

Experience:

City of Murray, KY

Description: Qty (46) Gateway/Vehicular Directional/Pedestrian Kiosks/Parking

Client contact: Marisa Stewart 270-762-0350 x1134 marisa.stewart@murrayky.gov

Contract: \$ 311,967.00

Project Completed: 7/27/2022





Expiration Date

2025

License No.

92

79741

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Rite Lite Signs, Inc.

Concord, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2025

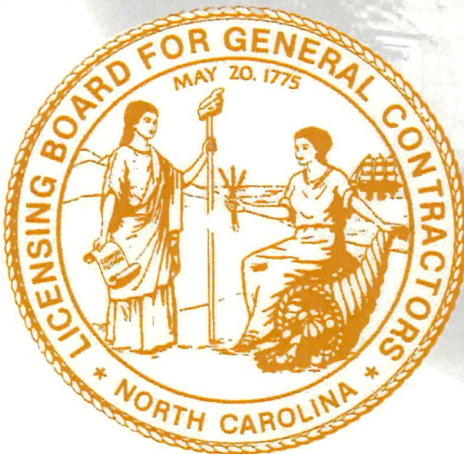
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2025

This certificate may not be altered.



Chairman

Secretary-Treasurer

RITE LITE SIGNS, INC.

Project: City of Rocky Mount

Location: Rocky Mount, NC

Project Amount: \$243,468.00

Scope: Manufacture and install gateway sign & various types of wayfinding signage for park/greenway

Client Representative: Kelvin Yarrell

252-467-4927

Kelvin.yarrell@rockymountnc.gov



RITE LITE SIGNS, INC.





North Carolina
Department of Administration
Office for Historically Underutilized Businesses

Pamela B. Cashwell
Secretary

Tammie Hall
Director

September 14, 2022

Tasha Catchpole
Rite Lite Signs, Inc. (Woman Owned)
1000 Biscayne Drive
Concord, NC 28027

Dear Tasha Catchpole:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This certification will remain in effect for four (4) years from the date of this letter.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. In addition, please be advised your status may be changed if there is a 3rd party challenge granted against your firm. The link to the HUB Office 3rd party challenge form can be located at <https://files.nc.gov/ncdoa/documents/ThirdpartyEligibilityChallengerev080811.pdf>. All information submitted to the Office for Historically Underutilized Business is subject to audit and review.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at <http://www.doa.nc.gov/hub/programs.aspx?pid=swuc> to locate the local office near you. Another great resource is the Small Business and Technology Development Center at www.sbtcd.org for free personalized business assistance and counseling.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program. We are committed to assisting you through the process with the completion of the Preliminary Business Development and Supportive Services Assessment Survey, located on the HUB Office website under the Certification Tab. The information will provide an overview of your company which will assist us in appropriately aligning contract opportunities that you are ready, willing and able to pursue.

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,
Tammie Hall

Tammie Hall
Director

Dear DeNyse Signs,

Thank you for submitting a bid for the Lenoir Gateway Phase II project, which was publicly opened on December 11, 2025.

After review of the bid documents, the City has determined that your bid is nonresponsive and therefore cannot be considered for award. This determination is based on the following deficiencies, which do not comply with the requirements of the Instructions to Bidders:

The Bid Form was submitted without an authorized signature, as required by the bid documents.

The Schedule of Values omits pricing for required portions of the work, including traffic control, electrical, and landscaping.

The values shown on the Schedule of Values do not match the base bid amount shown on the Bid Form.

Because these items are mandatory requirements of the solicitation, the bid is incomplete and irregular and cannot be accepted. This determination is made in accordance with the bid documents and applicable North Carolina public procurement requirements.

As the bid has been deemed nonresponsive, no further action is required on your part. Your bid bond/security will be released, and this determination does not constitute a forfeiture.

We appreciate your interest in the project and your participation in the City's competitive bidding process.

If you have any questions regarding this notice, please contact Case Neal, Destination by Design at case@dbdplanning.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Case Neal", with a stylized flourish at the end.

Case Neal
Senior Landscape Architect
Destination by Design
case@dbdplanning.com

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration to approve the proposal for Bunnell Lammons Engineering (BLE) to perform Construction Materials Testing Services for the Finley Area Water System Improvements project.

Background Information: The design team and city staff recommend conducting third party testing for the construction materials for the Finley Area Water System Improvements project. The testing services is for the proposed pedesphere (water tank) and the pump station located at 345 Finley Avenue NW, Lenoir. The proposal includes: project information, firm qualifications, testing and inspections operating procedures, proposed testing and special inspections scope of services, compensation, authorization, estimated costs, and unit price fee schedule.

The proposal provides an anticipated cost of services of \$27,585; however, they will only invoice for the actual number of trips and tests required. The total Finley Area Water System Improvements project budget, after bids, included a line-item budget of \$80,000 for these services.

- II. Staff Recommendation:** Staff recommends City Council approve the proposal for BLE to provide Construction Materials Testing Services for the Finley Area Water System Improvements project, as presented.

III. Reviewed by:

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: Jeff Charch



December 4, 2025

City of Lenoir
801 West Ave NW
Lenoir, North Carolina 28645

Attention: City of Lenoir c/o Tia Register, P.E.
Email: tia.register@mcgillassociates.com

Subject: **Proposal for Construction Materials Testing Services
Finley Area Water System Improvements
345 Finley Avenue NW
Lenoir, North Carolina 28645
BLE Proposal Number P25-20234-03**

Dear Ms. Register:

Bunnell-Lammons Engineering, Inc. (BLE) appreciates the opportunity to submit this proposal to provide construction materials testing services for the proposed pedesphere and pump station located at 345 Finley Avenue NW in Lenoir, North Carolina 28645. BLE was provided the project drawings via email from Ms. Register on November 18, 2025. Included in this proposal are the following main items:

- Project Information
- Firm Qualifications
- Testing and Inspections Operating Procedures
- Proposed Testing and Special Inspections Scope of Services
- Compensation
- Authorization
- Estimated Costs
- Unit Price Fee Schedule

PROJECT INFORMATION

BLE understands the project to consist of the construction of a new 150,000 gallon pedesphere water tank and associated pump station, generator pad, and drive lanes. The pump station will be supported on a cast-in-place concrete turndown slab with CMU masonry walls and a wooden roof. Current plans detail the water tank foundations as cast-in-place concrete with CIP walls and a slab-on-grade. Foundation design and sizing to be designed by the tank contractor; BLE may need to adjust scope and estimate once foundation designs are available.

FIRM QUALIFICATIONS

Background

Bunnell-Lammons Engineering, Inc. (BLE) was founded in 1996 as an environmental, geotechnical and construction materials engineering and testing firm headquartered in Greenville, South Carolina. BLE provides services to municipal, commercial, industrial and architectural/design engineering clients throughout the Southeastern United States. The Principals and Senior Associates of BLE have worked together since 1988 and were formerly employed by one of the largest international engineering firms in the United States - each serving as officers, principals, department managers or senior project managers. Our staff is comprised of registered engineers, geologists and technicians in the fields of geotechnical engineering, civil engineering, hydrogeology, geology, environmental science and compliance, and construction materials engineering and testing.

The BLE staff professionals have diverse backgrounds, including experience with other organizations in the private, public and government sectors. Our environmental professionals are involved in scientific research on the latest technical trends, and our staff regularly presents technical papers to professional societies and conferences. Many BLE professionals serve within professional organizations and on professional councils, working closely on the development of policies, technologies, guidance and regulations that affect their respective industries. This involvement allows our company to capitalize on regulatory and technical knowledge specific to a certain area, state or locale.

Certifications and Experience

At BLE, we intently focus our staff on utilizing their depth of project experience, technical analysis techniques and knowledge of current developments to seek out cost effective solutions for our clients. Our Fletcher, North Carolina office staff and laboratory is capable of performing the soil and concrete testing associated with this project. We currently have more than 17 technicians and engineers locally in our Fletcher office capable of performing the testing required for this project. Many of our technicians and engineers are certified by ACI and/or ICC. Resumes and/or certification of our proposed project team are available upon request.

TESTING & INSPECTIONS OPERATING PROCEDURES

BLE is staffed and equipped to provide trained, experienced and courteous engineering technicians to the construction site to perform all required testing. We also provide prompt engineering consultation when requested. Additionally, we operate a construction materials laboratory for testing soil and conventional construction materials. Our team is committed to meeting our client's requirements and assisting in successful project completion.

An integral aspect of successful project completion is timely and accurate communication. It is our policy to keep both the owners' representative and contractor apprised of all test results. Our method of communication is two-fold: 1) daily communication with onsite client and contractor representatives and

2) reports of test results, observations and recommendations are issued electronically for the project distribution. In addition, concrete test results are reported daily. We call when test results indicate low compressive strength. In summary, we are committed to meeting our client's needs and we will provide responsive, courteous and technically proficient service.

TESTING AND SPECIAL INSPECTIONS SCOPE OF SERVICES

Based upon the provided plans, our experience with similar construction projects, the following inspection services are expected during this construction:

Soils

- Observe excavating operations to determine when the specified materials have been exposed.
- Obtain representative Proctor samples and conduct laboratory testing of proposed structural fill.
- Perform field density tests on fill and backfill soils placed in structural areas.
- Make observations and test the soils in building and tank footing excavations to evaluate the exposed soil conditions relative to the specified foundation design.
- Observe proofrolling of the subgrade soils in the building pads and paving areas.
- Report daily soils testing activities to your representative.

Cast-in-Place Concrete (Including Reinforcing)

- Review concrete batch tickets for compliance with approved mix design from an approved supplier.
- Inspect reinforcing steel for size, spacing, clearance, lap, cover, positioning, grade of reinforcing steel, and free of form oil or other deleterious materials.
- Inspect anchors cast in concrete for size, positioning and embedment. Inspect concrete placement and consolidation around anchors.
- Obtain samples and perform tests on plastic concrete in the field including slump, air content and temperature.
- Make five concrete cylinder specimens for compressive strength testing, unless otherwise requested.
- Cure, test, and report concrete specimen test results. Standard break data to be 1-7 day, 3-28 days, and 1 hold/reserve specimen.
- Report daily concrete testing activities to your representative.

Reinforced Masonry (Level 1)

- Make observations of proportions of site-prepared grout and mortar mixes.
- Inspect masonry installation for size, layout, bonding and placement.
- Inspect reinforcement installation for placement, positioning and lapping.
- Inspect placement and consolidation of grout and inspect masonry grout space is clean prior to grouting.
- Inspect for cold and hot weather protection procedures and cavities are protected against precipitation.
- Masonry Grout Mix: Mold and cure 3.5-inch x 3.5-inch x 7.0-inch prisms for compressive strength testing.
- Cure, test, and report masonry specimen test results. Standard break data to be 1-7 day, 3-28 days. If two 28 day breaks are low, the third specimen will be held for a 56 day break.

Structural Wood

- Periodic inspection of wooden shear walls for sheathing grade, nail spacing, and hold downs.
- Periodic inspection of uplift hardware for the roof trusses.

Structural Steel

- Review of welder certifications and identification markings on wide-flange shapes, high-strength bolts, nuts and welding electrodes.
- Inspection of welded and bolted connections of the structural steel.
- Inspection of metal decking fasteners.

Subgrade, Base Course, and Asphalt/Concrete Pavement Testing

- Observe proofrolling of the subgrade subsequent to placement of base course materials.
- Observe proofrolling of the stone base course prior to asphalt and concrete placement.
- Conduct laboratory compaction tests on representative stone base in general accordance with ASTM D-1557.
- Perform field density tests on stone base placed in structural areas.
- Observe concrete pavement placement and cast test cylinders for compressive strength testing.
- Report daily testing activities to your representative.

Additional Services

- If requested, firestop system, exterior waterproofing, and joint sealant inspections can also be provided but are not included in this estimate.

To accomplish this scope of services, we will assign a project manager to direct BLE's work on the project. They will provide experienced personnel as requested by your representative. The project manager will review the daily observations, test results and reports prepared by our engineering technicians.

COMPENSATION

Costs associated with special inspections and construction materials testing services are dependent on multiple factors. These factors include the scope of testing, owner's intention, quantities of materials and the contractor's schedule. With this consideration and based on our understanding of the project documents provided via email from Ms. Register on November 18, 2025, we estimate the following fees to be \$27,585.00.

The above budget allowance is detailed on the attached Cost Estimate worksheet and is based on our experience with similar projects, the project drawings and the anticipated scope of testing. The estimate outlines initial evaluations only and does not include re-inspections or re-evaluations. Our costs may vary depending on the actual working schedule.

If selected, we will carefully monitor our costs throughout the project duration and inform your representative of potential overruns as well as cost saving ideas. Overruns will be justified and mutually

agreed upon by both parties prior to invoicing. **Should the actual fees come in under the estimate, the remaining estimated fees will not be billed to the client.**

SCHEDULING

We will provide BLE personnel for this project at the request of your representative. We request 24-hour notice prior to providing on-call personnel to enable us to schedule the work efficiently. To schedule BLE's service, please call/text BLE's scheduling line at 828-707-2367.

BLE's services will be performed on an as-requested basis and all scheduling of BLE's services shall be the sole responsibility of Client or a third party identified by Client. It is Client's responsibility to ensure that any such third party is aware of BLE's services as such are set out in the attached scope of work. BLE shall not be liable for any claims or damages in the event tests/inspections/services are not performed due to a failure to timely schedule BLE's services. BLE shall have no duty to inform Client or any other party of any failure to schedule BLE's services.

AUTHORIZATION

To authorize us to provide the proposed services, please sign the attached Proposal Acceptance Sheet and return the copy to us. If you have any exceptions or special requirements not covered in this proposal, they should be listed on the Proposal Acceptance Sheet. The Terms and Conditions listed on the Proposal Acceptance Sheet are part of this proposal and will be included in any agreement entered into between us.

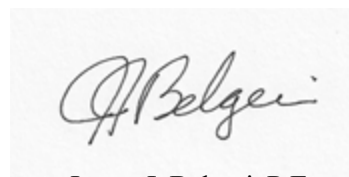
Should you elect to authorize us to provide the proposed services by issuing us a purchase order, please cross out and initial wording that does not apply to service contracts and reference this proposal in the purchase order.

We appreciate your consideration of BLE for this work. We are looking forward to providing our services to you on this and future projects.

Sincerely,
BUNNELL-LAMMONS ENGINEERING, INC.



Joseph Taylor, E.I.T.
CMT Group Lead



James J. Belgeri, P.E.
Senior Consultant

Attachments: Fee estimate, Fee schedule, Proposal Acceptance Sheet, and Important Information about this Proposal

FEE ESTIMATE^{1,2,3,4,5}
Finley Area Water System Improvements
BLE Proposal Number P25-20234-03

Construction Materials Testing / Special Inspections									
Field Services	<u>Mass Grading & Utilities -</u>								
	I. <u>Field Density Tests (Grading and Utilities):</u>								
	Project Engineering Technician	\$65.00 /hr x	8	hrs/visit x	5	visits =	.....	\$	2,600.00
	<u>Soils and Foundations -</u>								
	I. <u>Proofrolling Building Pad and Pavement Areas:</u>								
	Project Engineering Technician	\$65.00 /hr x	4	hrs/visit x	3	visits =	.....	\$	780.00
	II. <u>Subgrade Evaluation / Foundation Bearing Evaluation:</u>								
	Project Engineering Technician	\$65.00 /hr x	4	hrs/visit x	2	visits =	.....	\$	520.00
	III. <u>Field Density Tests (CIP Wall Backfill):</u>								
	Project Engineering Technician	\$65.00 /hr x	8	hrs/visit x	2	visits =	.....	\$	1,040.00
	<u>Stone Base and Pavement -</u>								
	I. <u>Stone Base Testing</u>								
	Project Engineering Technician	\$65.00 /hr x	6	hrs/vst x	1	visits =	.....	\$	390.00
	I. <u>Asphalt Pavement Testng</u>								
	Project Engineering Technician	\$65.00 /hr x	8	hrs/vst x	2	visits =	.....	\$	1,040.00
	<u>Concrete and Reinforcing Steel -</u>								
	I. <u>Concrete (Foundations/Slabs/Misc Structures):</u>								
	Project Engineering Technician - Footings	\$65.00 /hr x	8	hrs/pour x	1	pours =	.....	\$	520.00
	Project Engineering Technician - CIP Walls	\$65.00 /hr x	8	hrs/pour x	1	pours =	.....	\$	520.00
	Project Engineering Technician - Slab-on-grade	\$65.00 /hr x	6	hrs/pour x	3	pours =	.....	\$	1,170.00
	Project Engineering Technician - Thrust Blocks, etc.	\$65.00 /hr x	6	hrs/pour x	4	pours =	.....	\$	1,560.00
	Concrete Cylinder Pickups	\$65.00 /hr x	5	hrs/visit x	9	visits =	.....	\$	2,925.00
	<u>Masonry Construction -</u>								
	I. <u>CMU Masonry Walls:</u>								
	Project Engineering Technician	\$65.00 /hr x	8	hrs/pour x	4	visits =	.....	\$	2,080.00
	Grout Prism Pickups	\$65.00 /hr x	5	hrs/visit x	4	visits =	.....	\$	1,300.00
	<u>Steel -</u>								
	I. <u>Welded and Bolted Connections:</u>								
	Structural Steel Inspector	\$115.00 /hr x	6	hrs/visit x	1	visits =	.....	\$	690.00
	<u>Wood Framing -</u>								
	I. <u>Sheathing, Decking, and Hold-downs:</u>								
	Wood Framing Inspector	\$115.00 /hr x	6	hrs/visit x	1	visits =	.....	\$	690.00
Services	<u>Laboratory Testing -</u>								
	I. <u>Concrete and Masonry</u>								
	Concrete Test Cylinder (Footings)	\$20.00 /cyl x	5	cyls/set x	2	set/pour x	1	pours = \$	200.00
	Concrete Test Cylinder (CIP Walls)	\$20.00 /cyl x	5	cyls/set x	2	sets/pour x	1	pours = \$	200.00
	Concrete Test Cylinder (Slab-on-grade)	\$20.00 /cyl x	5	cyls/set x	2	sets/pour x	3	pours = \$	600.00
	Concrete Test Cylinder (Thrust Blocks, etc.)	\$20.00 /cyl x	5	cyls/set x	1	sets/pour x	4	pours = \$	400.00
	Masonry Prisms	\$35.00 /prism x	4	prism/set x	1	sets/pour x	4	pours = \$	560.00
	II. <u>Soils</u>								
	Standard Proctor Compaction Test	\$150.00 /test x			1	samples =		\$	150.00
	Atterberg Limits	\$125.00 /test x			1	samples =		\$	125.00
	Sieve Analysis	\$125.00 /test x			1	samples =		\$	125.00

FEE ESTIMATE^{1,2,3,4,5}
Finley Area Water System Improvements
BLE Proposal Number P25-20234-03

Support S	Natural Moisture Test	\$20.00 /test x	1	samples =	\$	20.00
	<u>Truck/Equipment -</u>					
	Truck/Equipment Charge	\$85.00 /vst x	43	visits =	\$	3,655.00
	Nuclear Guage	\$150.00 /vst x	3	visits =	\$	450.00
	<u>Project Management and Reporting -</u>					
	Project Engineer/Manager	\$145.00 /hr x	20	hrs = ...	\$	2,900.00
	Administrative Assistant	\$75.00 /hr x	5	hrs = ...	\$	375.00
	Special Inspections / CMT Total:					\$ 27,585.00

Notes:

¹ Cost estimate is based on our understanding of the request for proposal and drawings provided by Ms. Tia Register with McGill Associates, P.A.

² Estimate may be re-evaluated if construction schedule is provided or the scope is altered.

³ BLE may be able to combine visits for soils, concrete, or cylinder pick-ups in order to provide a cost savings to the project budget.

⁴ Cost estimate is defined as work performed Monday through Friday with no overtime or work on weekends, holidays, or night work.

⁵ Truck/Equipment charges includes mileage and expendable supplies. □

2026 UNIT RATE FEE SCHEDULE
BUNNELL-LAMMONS ENGINEERING, INC.
PROFESSIONAL SERVICES
ASHEVILLE, NORTH CAROLINA

I. TECHNICIAN SERVICES

A.	Project Engineering/Environmental Technician, Per Hour.....	\$ 65.00
B.	Project Engineering/Environmental Technician II, Per Hour	\$ 70.00
C.	Senior Engineering/Environmental Technician, Per Hour	\$ 80.00
D.	Structural Steel Inspector, ASNT Level II, CWI, PTI Level 1	\$ 115.00
E.	Truck/Equipment Per Visit (border counties; +\$30 x number of counties away).....	\$ 85.00
F.	Technician Overtime	1.5 Times Hourly Rate
G.	Administrative/Clerical Support, Per Hour.....	\$ 75.00

II. ENGINEERING SERVICES

A.	Staff Engineer/Geologist/Scientist, Per Hour	\$ 115.00
B.	Project Engineer (PE)/Geologist (PG)/Scientist, Per Hour	\$ 150.00
C.	Senior Engineer (PE)/Geologist (PG)/Scientist, Per Hour	\$ 200.00
D.	Consultant Engineer (PE)/Geologist (PG)/Scientist Department Manager, Per Hour	\$ 210.00
E.	Chief Engineer (PE)/Geologist (PG)/Scientist, Per Hour.....	\$ 230.00
F.	Truck/Equipment charge Per Visit (border counties; +\$30 x number of counties away) .	\$ 85.00

III. LABORATORY TESTING SERVICES

A.	Standard Proctor Compaction Test (ASTM D-698 or AASHTO T-99).....	\$ 150.00
B.	Modified Proctor Compaction Test (ASTM D-1557 or AASHTO T-180).....	\$ 175.00
C.	Compressive Strength of Concrete Test Cylinders and Reserve Cylinders (4"x8")	\$ 20.00
D.	Compressive Strength of Concrete Test Cylinders and Reserve Cylinders (6"x12")	\$ 50.00
E.	Compressive Strength of Shotcrete Panel (up to 5 cores).....	\$ 250.00
F.	Additional Compressive Strength Shotcrete Panel Test Cores (per sample)	\$ 50.00
G.	Compressive Strength of Masonry Mortar Cubes	\$ 20.00
H.	Compressive Strength of Masonry Grout Prisms (Includes sawing and capping)	\$ 35.00
I.	Grain Size w/ Wash 200 Sieve, Each.....	\$ 125.00
J.	Atterberg Limits, Each	\$ 125.00
K.	Natural Moisture Content Test, Each.....	\$ 20.00

IV. FIELD SERVICES:

A.	Nuclear Gauge/E-Gauge, Per Day	\$ 150.00
B.	Core Drill and Generator Rental, Per Day	\$ 400.00
C.	UT Machine, Per Day.....	\$ 150.00
D.	Floor Flatness (D-Meter), Per Day.....	\$ 350.00
E.	Swiss Hammer, Per Day.....	\$ 100.00
F.	Photoionization Detector, Per Day.....	\$ 175.00
G.	Fireproofing Density, Per Test	\$ 40.00
H.	Fireproofing Adhesion/Cohesion, Per Test	\$ 40.00
I.	Water Level Meter, Per Day	\$ 65.00
J.	Product Interface Meter, Per Day.....	\$ 125.00
K.	Monitoring Well Sampling Kit (bailer, rope, and decontamination supplies), Each Well	\$ 45.00
L.	Intumescent Paint Thickness Gauge, Per Day.....	\$ 75.00

NOTES: Items not listed on this Fee Schedule will be quoted upon request.

The hourly rates for technicians and engineers apply for all time for testing and observations as well as all travel, loadup, and report time. Charges will be based on the position level of the individual performing the services and apply to BLE Employees and subcontract personnel. Overtime is defined as any time over 8 hours per day, from 6 PM to 7 AM, and on Saturdays, Sundays, or holidays.

Miscellaneous expenses will be invoiced at our cost, divided by 0.8.....

30 Park Ridge Drive
Fletcher, North Carolina 28732

Phone (828) 277-0100
Fax (828) 277-0110

PROPOSAL ACCEPTANCE SHEET

The purpose of this sheet is to obtain your written authorization for the performance of services by Bunnell-Lammons Engineering, Inc. ("BLE") and confirm the terms and conditions under which these services are provided as shown below. The Proposal shall remain in effect for a period of thirty (30) days immediately following the date of this Proposal. Should Client fail to accept this Proposal within such time period, this Proposal shall be deemed to be withdrawn.

Compensation for services rendered will be based on the schedules and/or sums described in this Proposal. If BLE is requested to modify the scope of work at your request or if BLE personnel determine during the execution of the Work that a modification of scope is required, BLE will promptly seek and confirm in writing a mutually agreeable revision of the scope of work and associated charges. All services and testing will be performed in accordance with the terms and conditions set out below and applicable specifications, if any, unless otherwise noted. Test results apply only to the materials tested.

Project Name, Proposal Number, and Project Location: Finley Area Water System Improvements, BLE Proposal Number P25-20234-03
345 Finley Avenue NW Lenoir, North Carolina 28645

REPORTS TO BE SENT TO: Joel Whitford, Tia Register, Jeff Church **Title:** P.E., P.E., PU Director

Joel.Whitford@mcgillassociates.com; tia.register@mcgillassociates.com; jeff.church@lenoirnc.gov

Proposal Acceptance:

This Proposal, along with the Terms and Conditions which are incorporated herein and made a part hereof, are accepted by the Client and BLE on the date set forth below.

SERVICES AUTHORIZED BY: January 6, 2026

Signature

Date

Scott E. Hildebran/City Manager

Print Name and Title - If services and/or the provision of materials are to be performed for a corporation or company (hereinafter "company") in which I/we are an officer, employee, director, member or shareholder, I/we do hereby warrant that I/we have the authority to bind the company.

City of Lenoir

Company Name

PO Box 958

Address

Lenoir

NC

28645

City

State

Zip Code

PARTY RESPONSIBLE FOR SCHEDULING BLE'S SERVICES: McGill Associates **Phone Number:** 828-328-2024

FOR PAYMENT OF CHARGES: (BLE should send invoices to)

Email Address: jeff.church@lenoirnc.gov; dbean@ci.lenoir.nc.us

Firm: City of Lenoir **Attention:** Jeff Church

Address: PO Box 958 **City, State:** Lenoir, NC

Zip Code: 28645 **Phone Number:** 828-7572175 **Fax Number:**

SPECIAL INSTRUCTIONS: Jeff Church, Public Utilities Director; Donna Bean, Finance Director

TERMS AND CONDITIONS

Whereas, Client is seeking engineering, consulting, testing and/or environmental or other services in regard to services associated with a property or properties (the "project site") and/or services associated with a specific activity or activities (the "Services and/or the Work"). Therefore, in consideration of the mutual covenants and agreements contained and the payments to be made as herein provided, Bunnell-Lammons Engineering, Inc., (hereinafter "BLE") and Client (collectively, the "Parties") agree as follows (the "Agreement").

1. **SERVICES TO BE PROVIDED.** BLE, through and by its officers, employees and subcontractors, is an independent contractor and agrees to provide Client, for its sole benefit and exclusive use, the Services set forth in BLE's proposal, which is a part of this Agreement. No third-party beneficiaries are intended by this Agreement.

2. **PAYMENT TERMS.** Client agrees to pay BLE's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of invoice, Client agrees to pay a service charge on the past due amount at 1.5% per month, including attorney's fees and expenses if BLE's fee is collected through an attorney. No deductions shall be made from BLE's invoice on account of liquidated damages unless expressly included in this Agreement. BLE may suspend Services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by BLE within 60 days of Client's receipt of BLE's invoice. BLE will issue invoices monthly or more frequently as reasonably required.

3. **STANDARD OF CARE AND CERTIFICATIONS.** BLE will perform its Services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of BLE's profession practicing in the same or similar locality at the time of service. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY BLE'S PROPOSAL OR BY BLE'S ORAL OR WRITTEN REPORTS.** Nothing in this Agreement or in the Services provided by BLE is intended to create, nor shall it be construed to create, a fiduciary relationship owed by either party to one another. BLE shall not be required to sign any documents, no matter by whom requested, that would result in BLE having to certify, guarantee or warrant the existence of conditions whose existence BLE cannot reasonably ascertain. Client shall not (i) make resolution of any dispute with BLE or (ii) payment of any amount due to BLE in any way contingent upon signing any such certification, guarantee, or warranty.

4. **INSURANCE.** BLE maintains insurance coverage as follows:

- a. Worker's Compensation Insurance.
- b. Employers Liability Insurance.
- c. Commercial General Liability Insurance.
- d. Professional Errors and Omissions Insurance.

Certificates of Insurance can be provided upon acceptance of this Agreement and upon request.

5. **LIMITATION OF LIABILITY.** CLIENT AND BLE HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING BLE'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, FOR ADDITIONAL CONSIDERATION FROM BLE OF \$10.00, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CLIENT AGREES THAT BLE'S LIABILITY, AND THAT OF ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS TO CLIENT OR ANY ASSIGNEE SHALL BE LIMITED TO AN AGGREGATE OF \$50,000 OR BLE'S FEE, WHICHEVER IS GREATER. IF CLIENT PREFERS TO HAVE HIGHER LIMITS OF LIABILITY, BLE AGREES TO INCREASE THE AGGREGATE LIMIT UP TO A MAXIMUM OF \$1,000,000 UPON CLIENT'S WRITTEN REQUEST AT THE TIME OF ACCEPTING BLE'S PROPOSAL, PROVIDED CLIENT AGREES TO PAY AN ADDITIONAL CONSIDERATION OF 5% OF BLE'S TOTAL CHARGES, OR \$500, WHICHEVER IS GREATER. (THE ADDITIONAL CHARGE FOR THE HIGHER LIABILITY LIMIT IS BECAUSE OF THE GREATER RISK ASSUMED BY BLE AND IS NOT A CHARGE FOR ADDITIONAL INSURANCE.) THIS LIMITATION OF LIABILITY APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS, WHETHER IDENTIFIED AS ARISING IN: (I) TORT, INCLUDING, BUT, NOT NECESSARILY LIMITED TO, NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED) AND/OR NEGLIGENT MISREPRESENTATION, (II) STRICT LIABILITY, (III) CONTRACT, OR (IV) ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION, BLE'S INDEMNITY OBLIGATIONS TO CLIENT RELATED TO THE SERVICES PROVIDED IN THIS AGREEMENT AND ANY CONTINUATION OR EXTENSION OF BLE'S SERVICES.

IN ADDITION, NEITHER CLIENT NOR BLE OR THEIR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS, AND SUBCONTRACTORS SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR OTHERWISE. THIS MUTUAL WAIVER INCLUDES, BUT IS NOT LIMITED TO, DAMAGES RELATED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF INCOME, LOSS OF REPUTATION, UNREALIZED SAVINGS, OR DIMINUTION OF PROPERTY VALUE AND SHALL APPLY TO ANY CAUSE OF ACTION

INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, AND/OR BREACH OF WARRANTY.

6. **SITE OPERATIONS, APPROVALS, PERMITS AND FEES.** BLE shall obtain and pay for all permits, licenses, fees, and governmental approvals which may be generally necessary for BLE to perform the type of services it offers to its clients on a non-site-specific basis. However, Client shall be responsible for acquiring all rights-of-entry to the property and, if reasonably necessary, across the property of third parties so that BLE can perform the Services. Client shall be solely responsible for acquiring required building permits, land disturbance permits or any other permit specific to the site and necessary for BLE to perform its Services.

BLE's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. BLE's field personnel will avoid hazards or utilities which are visible to them at the site. If BLE is advised in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, BLE will give special instructions to BLE's field personnel. BLE is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties, except to the extent such damage or loss is caused by BLE's negligence. Otherwise, for the additional consideration of \$10.00, the receipt and sufficiency being hereby acknowledged, Client agrees to defend, indemnify, and hold BLE and its shareholders, directors, officers, employees, agents and subcontractors harmless from any such claims, suits or losses, (collectively "Claims") including related reasonable attorney's fees except to the extent such Claims are caused by BLE's negligence or willful misconduct.

BLE will take reasonable precautions to minimize damage to the project site or other property caused by its operations. Unless otherwise stated in BLE's proposal, BLE's charges do not include cost of restoration due to any related damage which may result. If Client requests BLE to repair such damage, BLE will do so for an additional fee.

Field tests or boring locations described in BLE's report or shown on sketches are based on specific information furnished by others or estimates made in the field by BLE personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in BLE's proposal or report. BLE's observations and sampling, inspection, and testing procedures indicate conditions of materials and construction activities only at the precise location where and precise time when BLE performed the Services. Client acknowledges that conditions of materials and construction activities at other locations may vary from those measured, observed, or inspected, and that conditions at one location and time cannot be relied on to indicate the conditions at other locations and times, even when the materials involved appear to be identical. The observations and tests performed by BLE's by field representative are valid only for the time and location the test is performed. Client acknowledges that outside factors such as construction activity, weather and the passage of time can alter the condition of the material tested or observed. Notwithstanding the foregoing, BLE may make inferences based upon the information derived from performed procedures to formulate professional opinions about conditions in other areas. BLE is responsible only for those data, interpretations, and recommendations about the actual materials and construction activities it observes, inspects, samples, or tests. Even if performed on a continuous basis, Services do not and should not be interpreted to mean that BLE observes, inspects, samples, or tests all materials on or at the project site. BLE is not responsible for other parties' interpretations or use of the information BLE develops.

7. **FIELD REPRESENTATIVE.** The presence of BLE or its subcontractor's field personnel at a job site, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation, drilling, field testing of specific aspects of the project and/or other services as authorized by Client. Should any party not retained by BLE be involved in the project or otherwise at the job site, Client will advise such party that BLE's Services do not include supervision or direction of the means, methods or actual work of the other party, its employees or agents. Client will also inform the other party that the presence of BLE's field representative at the project site will not relieve the other party of its responsibilities for performing their work safely and lawfully and in accordance with the standard of care set out herein and any applicable plans and specifications.

If a contractor (not a subcontractor of BLE) is involved in the project, Client agrees, that the contractor will be solely and completely responsible for working conditions on the job site /project site, including security and safety of all persons and property during the performance of the work, and compliance with all Client safety requirements and state and OSHA regulations. BLE shall have no responsibility or authority to exercise any control over any contractor or other entity or their employees in connection with their work or any health or safety precautions and BLE shall have no duty for inspecting, noting, observing, correcting, or reporting on security, health or safety deficiencies of the contractor(s) or other entity or any other persons at the site except for BLE's own employees and subcontractors. These requirements will apply continuously and will not be limited to normal working hours.

It is agreed that BLE will not be responsible for general job or site safety or site security on or at the project site, other than for BLE's employees and subcontractors, and that BLE does not have the duty or right to stop the work of the Client, its contractors or any third parties.

8. **TESTING AND OBSERVATIONS.** Client understands and acknowledges that testing, drilling and observation are separate sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. BLE will provide test results and opinions based on tests and field observations only for the locations tested. Client understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project related risk. The presence of BLE'S personnel at a construction site is for the purpose of providing Client a greater degree of confidence that the completed work will conform generally to the Contract Documents. However, BLE neither guarantees the performance of contractors or other entities nor assumes responsibility for a contractor's failure to perform its work in accordance with the Contract Documents. Client agrees to the level or amount of testing performed and the associated risk. BLE shall not be held responsible for the quality and completeness of contractor's work or contractor's adherence to the project documents, and BLE's performance of testing and observation Services shall not relieve contractor in any way from its responsibility for defects discovered in its work or create any warranties or guarantees. BLE will not supervise or direct the work performed by contractor or such contractor's subcontractors and is not responsible for their means and methods.

9. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the Services, or the risks involved in completing BLE'S Services. If this occurs, BLE will promptly notify and consult with Client, but will act based on BLE's sole judgment where risk to BLE personnel is involved. Possible actions could include:

- a. Complete the original Scope of Services in accordance with the procedures originally intended in BLE's proposal,
- b. Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing; or,
- c. Terminate the Services effective on the date specified by BLE in writing.

10. **SAMPLES, INVESTIGATION DERIVED WASTE, DISPOSAL, RETENTION.** Test specimens or samples generally are consumed or substantially altered during testing and any remnants are disposed of immediately upon completion of tests. Non-hazardous investigation derived waste, including but not limited to, samples, drill cuttings, purge water and other wastes ("IDW") may be left or used on-site or disposed of by BLE for an additional charge at an appropriately licensed facility. With regard to IDW that contains asbestos, petroleum products, regulated substances and/or toxic or hazardous substances or constituents ("hazardous IDW"), Client will provide a secure temporary storage location at or near the project site to prevent tampering with such containerized hazardous IDW and BLE, in BLE's sole discretion, either: 1) return the hazardous IDW to Client for proper disposal or 2) using a manifest signed by Client or Client's client as generator and for an additional fee, have the hazardous IDW transported to an appropriate location selected by Client for final disposal, or, (3) otherwise safely dispose of the hazardous IDW. Client agrees to pay all costs associated with the storage, transporting and disposal of hazardous IDW. Client recognizes and agrees that BLE is acting as a bailee and at no time assumes title, constructive or expressed, to any hazardous or non-hazardous IDW. If Client wishes BLE to retain any non-hazardous IDW, then, at Client's written request, BLE will use reasonable efforts to retain preservable IDW or the residue therefrom but only for a mutually acceptable time and for an additional charge. BLE reserves the right to refuse storage of any IDW. Client agrees that BLE is not responsible or liable for loss of hazardous or non-hazardous IDW retained in storage.

11. ***CLIENT DISCLOSURE.** Client agrees to advise BLE upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents a potential danger to human health, the environment, or BLE's equipment. Client agrees to provide BLE continuing related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, BLE does not assume control of or responsibility as an operator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees under advice of its counsel to notify the appropriate federal, state or local public agencies as required by law; or otherwise, to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

12. ***ENVIRONMENTAL INDEMNITY.** In connection with asbestos, petroleum products, regulated substances and/or toxic or hazardous substances or constituents (collectively "toxic or hazardous substances or constituents") and to the maximum extent permitted by law and for separate and valuable consideration of \$10.00, the receipt and sufficiency being hereby acknowledged, Client agrees to defend, hold harmless and indemnify BLE from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by BLE's negligence or willful misconduct, resulting from:

- a. Client's violation of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents,
- b. Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site,
- c. Toxic or hazardous substances or constituents introduced at the site by Client or third persons before, during or after the completion of BLE'S Services,

d. Allegations that BLE is a handler, generator, operator, treater, storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to the BLE'S Services unless expressly retained by Client for such Services; or,

e. Any third-party suit or claim for damages against BLE alleging strict liability, personal injury (including death) or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after completion of BLE'S Services under this Agreement.

13. ***EQUIPMENT CONTAMINATION.** BLE will endeavor to clean its laboratory and field equipment which may become contaminated in the conduct of BLE'S Services. Occasionally, such equipment cannot be completely decontaminated because of the type of hazards encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to that indicated for hazardous samples or waste and to charge Client for the loss. Client agrees to pay the fair market value of any such equipment and reasonable disposal costs.

14. **DOCUMENTS.** BLE will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:

a. All documents generated by BLE under this Agreement shall remain the sole property of BLE. Any unauthorized use or distribution of BLE's work product shall be at Client's and recipient's sole risk and without liability to BLE. BLE may retain confidential file copies of its work product and documents or information it receives or relies upon so BLE can support and/or defend its work.

b. If Client desires to release, or for BLE to provide, BLE's report(s) to a third party not described above for that party's reliance, BLE will agree to such release provided BLE receives a written request from Client and a written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only without a right of reliance will not require separate agreement. Client acknowledges and agrees to inform such third party that BLE's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for BLE and by making such a request, Client waives any such claim of conflict of interest if BLE complies with the request.

c. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by BLE pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without BLE's prior written approval. BLE shall have no liability for, and Client shall indemnify, defend and hold BLE harmless for any claim, liability, damages or costs arising out of any unauthorized reuse or modification of BLE'S documents or other instruments of its service.

d. Client shall furnish documents or information reasonably within Client's control and deemed necessary by BLE for proper performance of BLE'S Services. BLE may rely upon Client-provided documents in performing the Services required under this Agreement; however, BLE assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client, but BLE may retain confidential file copies to support its report.

e. Unless directed otherwise by Client, BLE shall provide its reports and other required documentation via digital work product. Client agrees that the written or digital copy retained by BLE in its files shall be the official base document. BLE makes no warranty or representation to Client that the digital copy Client receives is accurate or complete but will correct in good faith any omissions or errors brought to BLE's attention by Client. Any modifications of such digital work product by Client shall be at Client's sole risk and without liability to BLE. Such digital work product is subject to all other conditions of this Agreement.

15. **SCHEDULING.** Client acknowledges that Client, directly or indirectly through its designee, has the sole right and sole responsibility to determine the extent, frequency, and scheduling of observations, inspections, and/or testing performed by BLE. Client acknowledges that BLE bears no responsibility for damages that may accrue because BLE did not perform such observations, inspections, and/or testing that Client or its designee failed to request or schedule. BLE shall have no duty to inform Client, its designee, or any other party of any failure to schedule BLE'S Services.

16. **OPINIONS OF COST.** If requested, BLE will exercise reasonable efforts and its experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, BLE'S designs or BLE'S recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with BLE. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond BLE'S control.

17. **TESTIMONY.** Should BLE or any BLE employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing, or trial, in relation to Services provided under this Agreement, and BLE is not a party in the dispute,

then BLE shall be compensated by Client for the associated reasonable expenses and labor for BLE's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides BLE such compensation, Client will receive a credit or refund on any related double payments to BLE.

18. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of North Carolina without regard to its conflicts of laws provisions. Causes of action arising out of BLE's Services or this Agreement, regardless of cause(s) or the theory of liability, including, but not limited to, negligence, indemnity or other theory of recovery shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, not later than the date of BLE's substantial completion of the Work. Each party hereby submits to the jurisdiction and venue of any court sitting in Henderson County, North Carolina, for the adjudication of any dispute relating to or arising out of this Agreement or the performance or nonperformance of a party's obligations under this Agreement. The parties hereto irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and waive any claim that any such suit, action or proceeding brought in such court has been brought in an inconvenient forum.

19. **PRIORITY OVER FORM AGREEMENT/PURCHASE ORDERS.** The Parties agree that the provisions of these terms and conditions shall control over and not be superseded by any provisions of any other documents or writings and may be amended only by written instrument signed by both Client and BLE. Client may issue purchase orders to BLE to satisfy Client's purchasing requirements. It is agreed that the terms and conditions included in such purchase orders shall be considered deleted in their entirety and such terms and conditions shall be void. Unless otherwise specifically stated by Client in writing, Client's request that BLE initiate Services will constitute Client's acceptance of this Agreement and all of its terms and conditions. Any additional or different terms that Client provides in any subsequent acknowledgment, purchase order, task order, or other document that vary from any of the terms herein are hereby objected to and rejected. Any such terms proposed by Client, whether by offer or acceptance, shall be void unless BLE expressly agrees to them in writing.

20. **CLAIMS.** Except for claims for payment, prior to filing of any suit or arbitration, the parties agree to attempt to resolve any dispute without resorting to litigation or arbitration, including using mediation. However, in the event any claim, including but not limited to claims for payment, results in litigation or arbitration, then the prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's reasonable legal fees and expenses associated with such litigation or arbitration. However, if the prevailing party has had only a partial victory, then the court or arbitrator(s) shall make an allocation based on the extent to which the court views the prevailing party as having prevailed. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO CLAIMS FOR PAYMENT FOR SERVICES UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

21. **SURVIVAL.** All provisions of this Agreement for payment, indemnity or allocation of responsibility or liability between Client and BLE shall survive the completion of the Services and the termination of this Agreement.

22. **SEVERABILITY.** In the event any provision of this Agreement is found to be void or unenforceable under law, the court shall instead reform or replace any void or unenforceable provision with a valid and enforceable provision that gives meaning to the intention of the provision or shall strike the provision from this Agreement. The remaining provisions shall continue in full force and effect.

23. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written approval of the other.

24. **CONSIDERATION.** The parties agree that the charges for BLE's Services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.

25. **WAIVER/INTEGRATION.** Waiver by either Party of any term, provision or condition of this Agreement shall not constitute a precedent or bind either party to a waiver of any succeeding breach of the same or any other term, provision or condition of this Agreement. This Agreement constitutes the entire agreement between Client and BLE and there are no other agreements, oral or written, by and between the parties hereto, with regard to the particular Services/work set forth in the Proposal.

26. **FORCE MAJEURE.** Any failure of performance under this Agreement shall not constitute breach if said failure of performance is due to an event or events beyond the reasonable control of the Parties or either of them; such events of force majeure shall include, but not be limited to, weather, acts of God, natural disasters, war and strikes, or governmental orders including, but not limited to, orders affecting the work site or regarding any epidemic, pandemic, or declaration of public health emergency.

An event of force majeure shall extend the completion date of this Agreement for a time equal to the continuation of the force majeure plus any reasonable time necessary to resume Work. Client agrees to pay BLE for all reasonable costs incurred associated with labor and equipment, including subcontractor services, necessary to resume Work.

27. **CONFIDENTIALITY.** BLE and Client recognize that each of them may encounter written or unwritten confidential information regarding the other Party during the Services set forth in the Proposal. Confidential information means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. The Party receiving such confidential information agrees to hold as confidential and not to disclose such information.

All drawings, specifications, technical documents of any nature, and copies thereof, prepared pursuant to this Agreement shall be the property of BLE and are to be treated as confidential. They are not to be disclosed to others without BLE's prior written approval. BLE shall treat as confidential all documents and records (the "Documents") belonging to Client or a third party that BLE reviews during the performance of Services set forth in the Proposal. BLE shall not disclose the Documents to any third party without the prior written consent of the Documents' owner or owners, unless such documents have become part of the public record. No articles, papers or treatises related to or in any way associated with the BLE's Services shall be submitted for publication without BLE's prior written consent. BLE may retain copies of all such documents for archival purposes and to support or defend its work.

The confidentiality restrictions herein shall not apply to information that: (1) the Parties had in their possession prior to disclosure; (2) becomes public knowledge through no act or fault of the receiving Party; (3) the receiving Party lawfully acquires from a third party which does not have a confidentiality obligation to the Party to which the information pertains; (4) is independently developed by the receiving Party; or (5) is required to be disclosed by law. Without the express written consent of BLE, this Agreement creates no duties or liabilities of BLE to third parties who may rely on the Work provided or the documents delivered hereunder. The Parties agree that although Client may provide copies of BLE's reports to prospective property purchasers and their agents, no party other than Client, its counsel or appropriate regulatory bodies may rely on the contents of BLE's reports.

28. **INDEMNITY.** If Client or any of its directors, officers, shareholders, employees, agents, attorneys, successors, assigns and affiliates (collectively, the "Client Affiliates") become subject to any third-party claims, losses, damages, penalties, actions, judgments, suits, costs and reasonable expenses (including, without limitation, reasonable fees and disbursements of attorneys and consultants) (collectively, "Claims"), caused by:

- a. the negligence, gross negligence or willful misconduct of BLE or its directors, officers, employees, subcontractors, agents and affiliates (collectively, the "Representatives");
 - b. a violation of an applicable statute or regulation by BLE or its Representatives; and/or
 - c. a breach of this Agreement by BLE or its Representatives;
- then BLE shall, subject to the limitation set out in Article 5 above, indemnify and hold harmless Client and its Affiliates from and against such Claims. For purposes of the preceding sentence, "negligence" shall be deemed to include both negligent acts and omissions. This indemnification shall only extend to the proportional extent of BLE's violation of law, breach of this Agreement, negligence or willful misconduct and shall not extend to the proportional extent of Client's violation of law, breach of this Agreement, negligence or willful misconduct.

If BLE or any of its shareholders, directors, officers, employees, agents, attorneys, successors, assigns and affiliates (collectively, the "BLE Affiliates") become subject to any third-party claims, losses, damages, penalties, actions, judgments, suits, costs and reasonable expenses (including, without limitation, reasonable fees and disbursements of attorneys and consultants) (collectively, "Claims") caused by:

- a. the negligence, gross negligence or willful misconduct of Client or its directors, officers, shareholders, employees, subcontractors, agents and affiliates (collectively, the "Representatives");
 - b. a violation of an applicable statute or regulation by Client or its Representatives; and/or
 - c. a breach of this Agreement by Client or its Representatives;
- then Client shall indemnify and hold harmless BLE and its Affiliates from and against such Claims. For purposes of the preceding sentence, "negligence" shall be deemed to include both negligent acts and omissions. This indemnification shall only extend to the proportional extent of Client's violation of law, breach of this Agreement, negligence or willful misconduct and shall not extend to the proportional extent of BLE's violation of law, breach of this Agreement, negligence, or willful misconduct.

It is agreed that all reasonably incurred costs of litigation incurred by the Indemnitees including, but not necessarily limited to reasonable attorneys' fees, court costs, consultant costs, expert witness fees, and legal expenses, shall be deemed to be "damages" payable by Indemnitor but only to the proportional extent finally determined as being caused by the willful misconduct, breach of contract, violation of law or the negligence of the Indemnitor.

29. **NON-EXCLUSIVITY.** The parties recognize and agree that BLE's Services hereunder are to be provided on a non-exclusive basis.

30. TERMINATION. This Agreement terminates automatically when all Services have been performed and when BLE is properly paid for the Services set forth in the Proposal. Either Party may terminate this Agreement without cause upon 30 days written notice to the other Party. In the event Client requests termination prior to completion, Client agrees to pay BLE for all reasonable costs incurred to date and reasonable charges associated with such termination.

31. SIGNAGE. BLE shall be entitled to place a placard or other stand-alone or attached signage on the project site identifying BLE as a future, present or past service provider. Within a reasonable time after BLE's Work is completed or in the event this Agreement is terminated, BLE shall be responsible for removing such signage.

NOTES: **Applies only if toxic or hazardous substances or constituents are anticipated or encountered.*

-----**END OF DOCUMENT** PAS NC revision:10-15-24

IMPORTANT INFORMATION ABOUT THIS

CONSTRUCTION MATERIALS TESTING PROPOSAL

Bunnell-Lammons Engineering, Inc. (BLE) is, among other disciplines, a construction materials testing (CMT) consultant. BLE prepared this proposal, and this section is a part of BLE's proposal to you. It is important that you understand what CMT is and bring your attention to typical issues that may adversely affect CMT services. The purpose of this section of the proposal is to help you manage your risks and to help you understand how to make CMT more effective.

Provide the Project Information Needed to Prepare Reliable Proposals.

Preparing effective proposals with reliable fee estimates requires detailed project information. This information, available from the design team, the general contractor, and/or subcontractors, typically includes:

- construction schedules,
- project plans, specifications, and relevant addenda,
- required tests and frequencies (if not included in the specifications) and
- code requirements.

Changes in the schedule or test quantities can significantly affect the total fee for CMT services. The less detail that is provided, the wider the range of budget/fee will be.

Do Not Assume an Unlisted Service Will Be Provided.

A CMT scope of service identifies every service BLE is proposing to provide. Do not assume BLE will provide a service it has not listed in its proposed scope. If you believe more frequent services or an unlisted service will or should be provided, it is your responsibility to request these additional services.

Rely on a Professional Services Agreement.

CMT services are professional services. Some clients prefer to use their agreements. Many of these agreements are designed for contractors or suppliers, not professionals, and so use terms (e.g., “work” rather than “service”) and conditions (e.g., broad form indemnities, warranties, improper standards of care, retainage, and liquidated damages) inappropriate for professional agreements. The inappropriate terms and conditions can result in misunderstandings and disputes. The terms and conditions in the proposal accompanying this document are designed to be fair, reasonable, and appropriate for the relationship you are about to enter into. If you must use your agreement, please consider using a professional services agreement or allow us to make reasonable modifications to help ensure your contract form is appropriate for professional services.

Understand the Difference between Quality Assurance (QA) and Quality Control (QC).

Usually conducted for owners, quality assurance (QA) typically is comprised of the spot-checking of agreed-upon materials so as to indicate the degree of diligence contractors are applying to achieve the project specifications they are contractually required to achieve. The

extent of the spot-checking performed is sometimes regulated by codes and ordinances, often specified in project specifications, but is always determined or augmented by owners. It is important that you are aware that more frequent and extensive observation and testing will result in a significantly better evaluation of a contractor's performance. Moreover, in no case would implementing a QA scope of service achieve reliable results for purposes of quality control (QC). For example, QC is generally a more exhaustive set of services a contractor needs to apply to ensure it achieves the project specifications it has contractually agreed to achieve. It is the Contractor's sole responsibility, independent of BLE's scope, to see that project specifications are met.

Understand the Difference between On-Call, Part Time and Full Time Services

Many clients elect to retain CMT services on an on-call, part-time basis. This approach greatly reduces the extent and efficacy of our services. On-call, part-time work frequently consists of intermittent observations, often scheduled by a third party. With part-time work, where, when and what testing/observation occurs is dictated and scheduled by our client or their designated representative. We do not accept any responsibility for performing the required testing when we are not scheduled for work, are not present on-site, or for items requiring testing that we have not been directed to test or observe. We are not responsible for determining what work transpired after prior CMT site visits and/or testing.

Our scope in these cases is strictly limited to providing test results and observations for a given location at a given time. It cannot and should not be extrapolated for broader interpretation.

On-call, part time CMT may offer flexibility and cost-saving opportunities in some scenarios but has several drawbacks and potential disadvantages that should be carefully considered. Such drawbacks include, but are not limited to, the following:

Inconsistent Monitoring: One of the primary drawbacks of on-call CMT is the potential for inconsistent monitoring of construction materials. With testing conducted on a part-time, on-call basis, there's a risk that critical phases of the project may go untested, leading to a lack of data and documentation on material quality during those periods. This can result in uncertainty regarding the project's future performance.

Increased Risk: On-call testing can increase the risk of discovering material issues at later stages of the project. Delayed identification of problems can lead to costly retrofits, rework, or even project shutdowns, which can have substantial financial and timeline implications.

Lack of Regulatory Compliance: Many construction projects are subject to regulatory requirements that demand consistent CMT at specific intervals. On-call testing may not meet these regulatory demands, potentially leading to non-compliance issues and legal complications.

Reduced Quality Assurance: Consistency in CMT is crucial for maintaining quality assurance throughout a construction project. On-call testing may result in a lack of systematic oversight, making it more challenging to detect and rectify deviations from project specifications promptly.

Limited Accountability: In on-call arrangements, clear accountability for materials-related issues may be lacking. When testing is not conducted consistently, it can be challenging to pinpoint responsibility for any defects or deficiencies that arise, leading to disputes and delays in resolution. Moreover, when testing is on-call, the party responsible for scheduling the CMT services may be late, may forget or may choose not to schedule the CMT services. When this happens, the consultant providing CMT services cannot be held responsible when or if the materials to be tested are later determined to be defective.

Difficulty in Cost Estimation: On-call CMT can make it harder to estimate and manage project costs accurately. Unpredictable testing needs may lead to budget overruns, as costs associated with unscheduled testing can be difficult to anticipate and control.

Impact on Project Schedule: The sporadic nature of on-call testing can disrupt project schedules. Waiting for test results when issues arise can cause construction delays, leading to additional costs and contractual disputes.

Full-time CMT provides significant benefits over part-time CMT. The value of full-time CMT lies in its ability to better maintain quality, help control construction costs, and aid in compliance with industry standards. First and foremost, full-time CMT greatly reduces the risk that out-of-specification work will occur and go unnoticed. This reduced risk also proportionally reduces the risk of time and expense required for engineering re-evaluation and/or repairs of out-of-specification work. Identifying and rectifying material-related issues early in the process can save substantial money by avoiding costly rework or retrofitting at a later time. This proactive approach also helps in adhering to project timelines and budgets, reducing the likelihood of unexpected delays and overruns. Full-time CMT is also helpful for compliance with regulatory requirements and industry standards. This not only helps protect against potential legal liabilities but also enhances the reputation and credibility of the construction team. In short, full-time CMT is a wise investment that is reasonably calculated to enhance the long-term performance and success of construction projects, making it a valuable aspect of responsible and professional construction management.

CITY OF LENOIR
COUNCIL ACTION FORM
January 6, 2026

I. Agenda Item:

First reading of ordinances amending Chapters 4 and Chapter 10 of the Lenoir Code of Ordinances related to non-residential buildings or structures standards, and minimum housing standards.

II. Background Information:

The City of Lenoir contracted N-Focus to revise Chapter 4, Article 4, Buildings and Building Regulations, Non-Residential Buildings or Structures Standards, and Chapter 10, Minimum Housing Standards to modernize them according to state law. Chapter 4 also clarifies that state building code enforcement in the City is delegated to Caldwell County, but retains City control of non-residential buildings standards enforcement.

III. Staff Recommendation:

Call for a Public Hearing on January 20, 2026.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Hannah Williams

Planning Director: _____

**AN ORDINANCE CONCERNING NON-RESIDENTIAL BUILDINGS
OR STRUCTURES STANDARDS; CHAPTER 4,
THE CODE OF ORDINANCES OF THE CITY OF LENOIR**

WHEREAS, Article 8 of Chapter 160A of the North Carolina General Statutes, N.C.G.S. 160A-174, et seq., delegates to municipalities the authority to exercise the general police power; and

WHEREAS, Article 11 of the North Carolina General Statutes, N.C.G.S. 160D-1129, authorizes municipalities to provide for the repair, closing or demolition of Non-Residential buildings or structures;

WHEREAS, N.C.G.S. 160A-193 authorizes municipalities to summarily remedy, abate or remove public health nuisances; and

WHEREAS, the City of Lenoir City Council finds that it is in the public interest to amend the City's Code of Ordinances to provide more specificity as to the requirements for regulating Non-Residential Buildings or Structures; and

WHEREAS, the City of Lenoir City Council, after due notice, conducted a public hearing on the _____ day of _____, 2025, upon the question of amending the City Code in this respect.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL, THE CITY OF LENOIR, NORTH CAROLINA:

Section 4-3 Enforcement of building code and other technical codes.

The City enforces the state building code and other technical codes adopted by the state of North Carolina. Administration and enforcement of the state building code is delegated to the Caldwell County Building Inspector. "

PART ONE. That Chapter 4, Article II Administration and Enforcement, Sec. 4-26 is hereby amended.

Sec. 4-26. - ~~Delegation of enforcement to Caldwell County Building Inspector.~~ Enforcement of building code and other technical codes.

~~Administration and enforcement of this chapter is delegated to the Caldwell County Building Inspector and references in this chapter to "inspector" shall mean the Caldwell County Building Inspector.~~

The City enforces the state building code and other technical codes adopted by the state of North

Carolina. Administration and enforcement of the state building code is delegated to the Calwell County Building Inspector.

PART TWO. That Chapter 4, Article IV. Minimum Standards For Nonresidential Buildings, Section 4-191 through Section 4-201, are hereby rewritten and amended. The Code of Ordinances, City of Lenoir, North Carolina, is therefore amended to read as follows:

**"CHAPTER 4, ARTICLE IV, NON-RESIDENTIAL BUILDINGS
OR STRUCTURES STANDARDS**

Section 4-191 Title.

This Chapter shall be known as the "Non-Residential Buildings or Structures Standards" for the City of Lenoir, and may be cited as such, and will be referred to hereinafter as "this Chapter."

Section 4-192 Purpose.

It is the purpose of the provisions of this Chapter to provide a just, equitable and practicable method to evaluate whether non-residential buildings or structures fail to meet minimum standards of maintenance, sanitation, and safety established by the City. The minimum standards address conditions that are dangerous and injurious to public health, safety, and welfare and identify circumstances under which a public necessity exists for the repair, closing, or demolition of such buildings or structures. The provisions of this Chapter are cumulative with and in addition to any other remedy provided by law including the current editions of standard codes adopted by the City of Lenoir.

Section 4-193 Findings; Authority.

Pursuant to Chapter 160D-1129 of the General Statutes of North Carolina, it is hereby found and declared that there exist in the City non-residential buildings or structures which are unsafe and especially dangerous to life because of liability to fire or because of bad conditions of walls, overloaded floors, defective construction, decay, unsafe wiring or heating systems, inadequate means of egress and other causes.

In addition, it is hereby found and declared, that there exist in the City non-residential buildings or structures which, although not meeting the classification of unsafe and especially dangerous to life, fail to fully comply with all the minimum standards for non-residential buildings or structures fitness as established herein and, therefore, have present one or more conditions which are inimical to the public health, safety and general welfare. Such conditions, if not corrected, can lead to deterioration and dilapidation of non-residential buildings or structures which render them unsafe and especially dangerous to life.

Section 4-194 Scope; Jurisdiction.

The provisions of this Chapter shall apply to all existing non-residential buildings or structures and to all non-residential buildings or structures hereafter constructed within the City's corporate limits, as now or hereafter established.

Section 4-195 General Definitions and Interpretations.

Unless specifically defined in herein, words used in the Non-Residential Buildings or Structures Standards shall have their respective customary dictionary definitions. For the purpose of these regulations, certain words, terms or phrases used herein are interpreted and defined as follows:

Words used in the present tense shall include the future tense.

Words used in the singular shall include the plural and words used in the plural shall include the singular.

The words "shall" and "will" always indicate MANDATORY. The words "should" and "may" always indicate OPTIONAL.

The word "lot" includes the words "plot" and/or "parcel".

The word "building" includes the word "structure".

The word "person" includes a "firm, association, organization, partnership, trust, company, corporation and/or individual".

The word "use" includes the terms "arranged, designed, and/or intended" for a use, activity and/or purpose.

The term "Board of Adjustment" shall always indicate the Board of Adjustment of The City of Lenoir, North Carolina as created and appointed by the City Council of the City of Lenoir, North Carolina.

The term "City Council" shall always indicate the City Council of The City of Lenoir, North Carolina.

Section 4-196 Special Definitions and Interpretations.

The following definitions shall apply in the interpretation and enforcement of this Chapter:

Building: Any covered structure intended for shelter, housing or enclosure of persons, animals, facilities, equipment or chattels; the term Building shall be construed to include the term Structure; furthermore, it shall be construed as if followed by the term or part thereof.

Building, Accessory: A detached subordinate building located on a lot, parcel or tract whose use is incidental to that of the principal building. A building cannot be considered accessory unless it accompanies a principal building on the same lot, parcel or tract.

Building, Principal: A building in which the principal use of the lot, parcel or tract is conducted.

Building Code: The North Carolina State Building Code.

Deterioration: The condition of a building or part thereof, characterized by holes, breaks, rot, crumbling, rusting, peeling paint or other evidence of physical decay or loss of structural integrity.

Fire Hazard: (see also **Nuisance**) Any thing or act which increases, or may cause an increase of, the hazard, likelihood or menace of fire to a greater degree than reasonable for the conduct of the non-residential use on the premises, or which may unreasonably obstruct, delay, or hinder, or may unreasonably become the cause of an obstruction, a delay, a hazard or an unreasonable hindrance to the prevention, suppression or extinguishment of fire.

Garbage: The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Infestation: The haunting or overrunning by rats, snakes, birds, insects or other destructive vermin or animals that endanger the public health and safety.

Landowner or owner: The holder of the title in fee simple. Absent evidence to the contrary, a local government may rely on the county tax records to determine who is a landowner. The landowner may authorize a person holding a valid option, lease, or contract to purchase to act as his or her agent or representative for the purpose of making applications for development approvals.

Non-Residential Buildings or Structures Standards Inspector: The person delegated as such by the City Council of the City of Lenoir. (Hereinafter referred to as "the Inspector".)

Nuisance:

- 1) Any public nuisance known as common law or in equity jurisprudence, or as provided by the statutes of the State of North Carolina, or the ordinances of the City of Lenoir; or.
- 2) Any condition including an attractive nuisance which may prove detrimental to human health or safety whether in a building, on the premises of a building, or part of a building or upon an occupied lot; or.
- 3) Physical conditions dangerous to human life or detrimental to health of persons in, on or near the premises where the condition exists; or
- 4) Unsanitary conditions or conditions that are dangerous to public health, well-being or the general welfare; or
- 5) Fire hazards or other safety hazards.

Occupant: Any person who has charge, care or control of a non-residential building or structure or a part thereof, whether with or without the knowledge and consent of the owner, or any person,

individually or jointly, entitled to possession regardless of whether the building or structure is actually occupied or not.

Owner: The holder of the title in fee simple and every mortgagee of record of a property.

Parties In Interest: All individuals, associations, and corporations who have interests of record in a nonresidential building or structure and any who are in possession thereof.

Physical Valuation: The estimated cost to replace a building in kind.

Plumbing: All of the following supplies, facilities and equipment: gas pipes, gas burning equipment, water pipes, water heaters, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, vents and other similar fixtures, together with all connections to water, sewer or gas lines, and water pipes and lines utilized in conjunction with HVAC equipment.

Premises: A lot, plot or parcel of land including the buildings or structures thereon, under control by the same owner or occupant, devoted to or zoned for non-residential use.

Public Sanitary Sewer: Any sanitary sewer owned, operated and maintained by the County or the City of Lenoir and available for public use for the disposal of sewage.

Rubbish: Combustible and non-combustible waste materials, except garbage and ashes, including, but not limited to, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass crockery and dust.

Sewage: Waste from a flush toilet, bathtub, sink, lavatory, dishwashing or laundry machine, or water-carried waste from any other fixture, equipment or machine.

Structurally Sound: Substantially free from flaw, defect, decay or deterioration to the extent that such structure or structural member is capable of adequately or safely accomplishing the purpose for which it was intended or designed.

Structure: Anything constructed or erected which requires location on the ground. (Refer to the definition of "building" herein.)

Supplied: Paid for, furnished or provided by, or under control of, the owner or occupant.

Vacant Industrial Warehouse: Any building or structure designed for the storage of goods or equipment in connection with manufacturing processes, which has not been used for that purpose for at least one year and has not been converted to another use.

Vacant Manufacturing Facility: Any building or structure previously used for the lawful production or manufacturing of goods, which has not been used for that purpose for at least one year and has not been converted to another use.

**Section 4-197 Office of Non-Residential Buildings or Structures Standards Inspector
Created; Powers and Duties.**

(a) For the purposes of administering and enforcing the provisions of this Chapter the office of Non-Residential Buildings or Structures Standards Inspector, (herein called "Inspector"), is hereby created.

(b) The Inspector shall be appointed by the City Council and shall have such powers as may be necessary or convenient to carry out and effectuate the purposes and provision of this Ordinance, including without limiting the generality of the foregoing, in addition to others herein granted, the following powers:

(1) To investigate the non-residential building conditions in the jurisdiction in order to determine which buildings therein are unsafe, being guided in such examinations of buildings by the requirements set forth in this Chapter and for the purpose of carrying out the objectives of this Chapter with respect to such non-residential buildings or structures.

(2) To administer oaths and affirmations and to examine witnesses and receive evidence.

(3) To enter upon and within premises and buildings for the purpose of making examinations and investigations; provided, that such entries shall be made at reasonable hours in such a manner as to cause the least possible inconvenience to the persons in possession.

(4) To delegate any of his functions and powers under this Chapter to such officers and agents as he may designate.

Section 4-198 Duties and Responsibilities of the Owner.

It shall be the duty and responsibility of the owner to maintain all non-residential buildings or structures in accordance with all standards for non-residential buildings or structures fitness as stated in this Chapter.

Section 4-199 Duties and Responsibilities of the Occupant.

It shall be the duty and responsibility of the occupant to ensure that:

1) All parts of the premises under the control of the occupant shall be kept in a safe, clean and sanitary condition consistent with the non-residential use and the occupant shall refrain from performing any acts which would render any part of the building or premises unsafe or unsanitary or which would obstruct any adjacent owner/occupant from performing any duty required, or from maintaining his building or premises in a safe and sanitary condition.

2) Every occupant shall be responsible for the elimination of infestation in and on the premises, subject to his control.

3) Every occupant shall maintain all supplied plumbing fixtures in a safe and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation of same.

- 4) No garbage or solid waste shall be stored or allowed by the occupant to accumulate on the premises unless contained in a trash receptacle(s) which is in accordance with the Ordinances of the City of Lenoir.
- 5) Damage to public sidewalks and/or curb and gutter located in the public right-of-way shall be repaired or replaced at no expense to the City when such damage is caused by vehicles making deliveries to the non-residential use under the control of the occupant.
- 6) Where the owner would not otherwise know of a defect of any facility, utility or equipment required to be furnished hereunder and the same is found to be defective or inoperable, the occupant affected thereby shall, upon learning of such defect, provide notice to the owner.

Section 4-200 Relationship of Duties and Responsibilities to Occupancy.

The provisions of this Chapter that apply to the exterior or exterior components of a structure or building or to the premises shall be complied with whether the structure or building or premises is occupied or vacant. All unoccupied or vacant structures or buildings shall be secured by their owners to prevent the entry of unauthorized persons or the formation of nuisance conditions such as infestation.

Section 4-201 Validity.

If any section, subsection, sentence, clause, or phrase of this Chapter is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections sentences, clauses or phrases be declared invalid.

Section 4-202 Conflict with Other Provisions.

In the event any provision, standard or requirement of this Chapter is found to be in conflict with any provision of any other ordinance or code of the City, the provision which establishes the higher standard or more stringent requirement for the promotion and protection of the health and safety of the residents of the jurisdiction shall prevail. The North Carolina State Building Code, current edition, shall serve as the standard for all alterations, repairs, additions, removals, demolitions and other acts of building made or required pursuant to this Ordinance.

Section 4-203 Amendments.

The City Council may, from time to time amend, supplement, or change the provisions and requirements of this Chapter. Any such amendment shall be by ordinance of the City Council.

Section 4-204 Unlawful to own unsafe buildings and structures.

(A) It shall be unlawful for any firm, person or corporation to own a building or a structure situated in the jurisdiction of the City of Lenoir which is in such a defective or hazardous condition that it is unsafe and especially dangerous to life. The City Council has determined that unsafe and

especially dangerous buildings and structures are detrimental to the health, safety and welfare of the citizens of Lenoir, that such unsafe and especially dangerous buildings and structures shall be condemned, and that the owners of such unsafe and especially dangerous buildings and structures shall immediately remedy the unsafe, dangerous, hazardous or unlawful conditions or demolish such buildings or structures.

(B) A building or structure shall be found to be especially dangerous to life and held unsafe by the Inspector if the Inspector finds that any one (1) of the following conditions exists in such building or structure:

- (1) Interior walls or vertical studs which seriously list, lean or buckle to an extent as to render the building unsafe.
- (2) Supporting member or members which show thirty-three (33) percent or more damage or deterioration, or non-supporting, enclosing or outside walls or covering which shows fifty (50) percent or more of damage or deterioration.
- (3) Floors or roofs which have improperly distributed loads, which are overloaded or which have insufficient strength to be reasonably safe for the purpose used.
- (4) Such damage by fire, wind or other causes as to render the building unsafe.
- (5) Dilapidation, decay, unsanitary conditions or disrepair which is dangerous to the health, safety or welfare of the occupants or other people of the jurisdiction.
- (6) Inadequate facilities for egress in case of fire or panic.
- (7) Defects significantly increasing the hazards of fire, accident or other calamities.
- (8) Lack of adequate ventilation, light, heating or sanitary facilities to such extent as to endanger the health, safety or general welfare of the occupants or other residents of the jurisdiction.
- (9) Lack of proper electrical, heating or plumbing facilities required by this Chapter which constitutes a health or a definite safety hazard.
- (10) For any building whose occupancy classification requires it, lack of connection to a potable water supply and/or to the public sanitary sewer or other approved sewage disposal system. For the purposes of this standard, a building is not connected to a potable water supply if the water supply has been "cut off" because of nonpayment of the water bill or otherwise or if the system for any reason is not receiving a flow of potable water to the tap.
- (11) Any violation of the State Fire Prevention Code which constitutes a condition which is unsafe and especially dangerous to life.
- (12) Any abandoned non-residential building or structure which is found to be a health or safety hazard by the Inspector as a result of the attraction of insects or rodents, conditions

creating a fire hazard, dangerous conditions constituting a threat to children, or frequent use by vagrants as living quarters in the absence of sanitary facilities.

(C) In addition to conditions 1-12 enumerated in (B) above, any one of which renders a building or structure unsafe, the Inspector shall determine that a non-residential building or structure is unsafe if he finds that a building or structure fails to fully comply with any five (5) or more of the following enumerated standards of building and premises fitness. Full compliance with a standard means that if any part of the stated standard is not complied with by a particular building and premises, then that building, and premises has failed to fully comply with the enumerated standard.

GENERAL

(1) Buildings and premises shall be kept clear of accumulations of garbage, trash, or rubbish which create health and sanitation problems. All garbage and solid waste shall be in approved containers or stored in a safe and sanitary way.

(2) Flammable, combustible, explosive or other dangerous or hazardous materials shall be stored in a manner approved for such materials and consistent with the State Fire Prevention Code.

(3) Buildings and premises shall be kept free of loose and insufficiently anchored overhanging objects which constitute a danger of falling on persons or property.

(4) The premises shall be kept free of insufficiently protected holes, excavations, breaks, projections, obstructions and other such dangerous impediments on and around fences, walls, walks, driveways, parking lots and other areas which are accessible to and generally used by persons on the premises.

(5) Building and premise surfaces shall be kept clear of cracked or broken glass, loose shingles, loose wood, crumbling stone or brick, loose or broken plastic or other dangerous objects or similar hazardous conditions. Exterior surfaces shall be maintained in such material or treated in such a manner as to prevent deterioration.

(6) Buildings and premises shall be kept free of objects and elements protruding from building walls, roof or premises which are unsafe or not properly secured or which can create a hazard such as abandoned electrical boxes and conduits, wires, sign brackets and other brackets, and similar objects.

APPURTENANCES

(7) All chimneys, flues and vent attachments thereto shall be maintained structurally sound. Chimneys, flues, gas vents or other draft-producing equipment which are in use shall provide sufficient draft to develop the rated output of the connected equipment, shall be structurally safe, durable, smoke-tight and capable of withstanding the action of flue gases.

- (8) All exterior porches, landings, balconies, stairs and fire escapes shall be provided with banisters or railings properly designed and maintained to minimize the hazard of falling, and the same shall be kept structurally sound, in good repair, and free of defects.
- (9) All cornices shall be made structurally sound. Rotten or weakened portions shall be removed and/or replaced. All exposed wood shall be treated or painted.
- (10) Gutters and down spouts shall be replaced or repaired as necessary and shall be appropriately located and securely installed so as not to cause a hazard to pedestrians, vehicular traffic or property.
- (11) Attached and unattached accessory structures shall be maintained in a state of good repair.
- (12) Advertising sign structures, attached or freestanding, awnings, marquees and their supporting members and other similar attachments and structures shall be maintained in good repair and shall not cause a nuisance or safety hazard.

STRUCTURAL

- (13) Walls, partitions, supporting members, sills, joists, rafters or other structural members shall not list, lean or buckle, shall not be rotted, deteriorated or damaged, and shall not have holes or cracks which might admit rodents.
- (14) Floors or roofs shall have adequate supporting members and strength to be reasonably safe for the purpose used.
- (15) Foundations, foundation walls, piers or other foundation supports shall not be deteriorated or damaged.
- (16) Interior and exterior steps, railings, landings, porches or other parts or appurtenances shall be maintained in such condition that they will not fall or collapse.
- (17) Where a wall of a building has become exposed as a result of demolition of an adjacent building said wall must have all doors, windows, vents or other similar openings closed with material of the type comprising the wall unless such doors, windows, vents or other similar openings are to be maintained in accordance with the provisions of this Chapter. No protrusions or loose material shall be in the wall. The exposed wall shall be painted, stuccoed or bricked and weatherproofed if necessary to prevent deterioration of the wall.

PLUMBING, ELECTRICAL AND SUPPLIED FACILITIES

- (18) All plumbing fixtures and pipes shall meet the standards of the State Plumbing Code and shall be maintained in a state of good repair and in good working order.

(19) All electrical fixtures, receptacles, equipment and wiring shall be maintained in a state of good repair, safe, capable of being used, and installed in accordance with the State Electric Code.

(20) Every supplied facility, piece of equipment or utility which is required under this Chapter or the State Building Code for occupancy or use shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition.

EGRESS

(21) Facilities for egress in case of fire or panic shall be adequate and shall remain clear for such purposes.

(22) All windows must be tight-fitting and have sashes of proper size and design and free from rotten wood, broken joints, or broken or loose mullions.

(23) All windows shall be maintained free of broken glass that could be dangerous to the public, invitees or third parties ordinarily expected to use the premises, from falling or shattering.

(24) All openings originally designed as windows shall be maintained as windows, unless specifically approved by the Inspector for enclosure. All broken and missing windows shall be replaced with glass, Plexiglass or similar material approved by the Non-Residential Buildings or Structures Standards Inspector and the North Carolina Building Code.

DRAINAGE

(25) All yards and premises shall be properly graded and maintained so as to obtain thorough drainage and so as to prevent the accumulation of stagnant water.

Section 4-205 Buildings and Premises Not Declared Unsafe But Which Are Not in Compliance With All Standards.

In any case where the Inspector determines that a non-residential building or structure fails to fully comply with one or more but less than five of the standards of non-residential buildings or structures fitness set forth in Section 4-204 (C), such building or structure shall not be found to be unsafe and shall not be subject to the procedures and remedies as provided for in this Chapter for unsafe buildings and premises. Each such failure of non-compliance, however, shall constitute a violation of the terms of this Chapter and shall subject the violator to the penalties and enforcement procedures of Section 4-219. In such case the Inspector shall not be required to notify the owner as provided for in Section 4-207.

Section 4-206 Investigation.

Whenever it appears to the Inspector that any nonresidential building or structure has not been properly maintained so that the safety or health of its occupants or members of the general public are

jeopardized for failure of the property to meet the minimum standards established by the City Council, the Inspector shall undertake a preliminary investigation. If entry upon the premises for purposes of investigation is necessary, such entry shall be made pursuant to a duly issued administrative search warrant in accordance with G.S. 15-27.2 or with permission of the owner, the owner's agent, a tenant, or other person legally in possession of the premises.

Section 4-207 Complaint and Notice of Hearing.

If the preliminary investigation discloses evidence of a violation of the minimum standards, the Inspector shall issue and cause to be served upon the owner of and parties in interest in the nonresidential building or structure a complaint. The complaint shall state the charges and contain a notice that a hearing will be held before the Inspector (or his or her designated agent) at a place within the City, scheduled not less than 10 days nor more than 30 days after the serving of the complaint; that the owner and parties in interest shall be given the right to answer the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint; and that the rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the Inspector.

Section 4-208 Order to take corrective action; contents; issuance.

If, after notice and hearing, the Inspector determines that the nonresidential building or structure has not been properly maintained so that the safety or health of its occupants or members of the general public is jeopardized for failure of the property to meet the minimum standards as established by the City Council, the Inspector shall state in writing the findings of fact in support of that determination and shall issue and cause to be served upon the owner thereof an order. The order may require the owner to take remedial action, within a reasonable time specified, subject to the procedures and limitations herein.

(A) An order may require the owner to repair, alter, or improve the nonresidential building or structure in order to bring it into compliance with the minimum standards established by the City Council or to vacate and close the nonresidential building or structure for any use.

(B) An order may require the owner to remove or demolish the nonresidential building or structure if the cost of repair, alteration, or improvement of the building or structure would exceed fifty percent (50%) of its then current value. Notwithstanding any other provision of law, if the nonresidential building or structure is designated as a local historic landmark, listed in the National Register of Historic Places, or located in a locally designated historic district or in a historic district listed in the National Register of Historic Places and the City Council determines, after a public hearing as provided by ordinance, that the nonresidential building or structure is of individual significance or contributes to maintaining the character of the district, and the nonresidential building or structure has not been condemned as unsafe, the order may require that the nonresidential building or structure be vacated and closed until it is brought into compliance with the minimum standards established by this ordinance.

(C) An order **may not** require repairs, alterations, or improvements to be made to vacant manufacturing facilities or vacant industrial warehouse facilities to preserve the original use. The order may require such building or structure to be vacated and closed, but repairs may be required

only when necessary to maintain structural integrity or to abate a health or safety hazard that cannot be remedied by ordering the building or structure closed for any use.

Section 4-209 Service of Complaints and Orders of Inspector.

Complaints or orders issued by the Inspector pursuant to this ordinance shall be served upon persons either personally or by certified mail so long as the means used are reasonably designed to achieve actual notice. When service is made by certified mail, a copy of the complaint or order may also be sent by regular mail. Service shall be deemed sufficient if the certified mail is refused, but the regular mail is not returned by the post office within 10 days after the mailing. If regular mail is used, a notice of the pending proceedings shall be posted in a conspicuous place on the premises affected. If the identities of any owners or the whereabouts of persons are unknown and cannot be ascertained by the Inspector in the exercise of reasonable diligence, and the Inspector makes an affidavit to that effect, the serving of the complaint or order upon the owners or other persons may be made by publication in a newspaper having general circulation in the City at least once no later than the time that personal service would be required under this section. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the premises affected.

Section 4-210 Appeal of Order of Inspector; finality if not appealed.

Any owner who has received an order under Section 4-208 may appeal from the order to the City Board of Adjustment by giving notice of appeal in writing to the Inspector and to the City Clerk within ten (10) days following issuance of the order. In the absence of an appeal to the Board of Adjustment within the prescribed time, the order of the Inspector shall be final. The Board of Adjustment shall hear appeals within a reasonable time after receipt of the notice of appeal and it may modify and affirm or revoke the order. Any person aggrieved by a decision or order of the Inspector shall have the remedies provided in G.S. 160D-1208.

Section 4-211 Failure to comply with Order of Inspector.

(A) If the owner fails to comply with an order to repair, alter, or improve or to vacate and close the nonresidential building or structure, the City Council may adopt an ordinance ordering the Inspector to proceed to effectuate the purpose of this section with respect to the particular property or properties that the Inspector found to be jeopardizing the health or safety of its occupants or members of the general public. The property or properties shall be described in the ordinance. The ordinance shall be recorded in the Office of the Register of Deeds and shall be indexed in the name of the property owner or owners in the grantor index. Following adoption of an ordinance, the Inspector may cause the building or structure to be repaired, altered, or improved or to be vacated and closed. The Inspector may cause to be posted on the main entrance of any nonresidential building or structure so closed a placard with the following words: "This building is unfit for any use; the use or occupation of this building for any purpose is prohibited and unlawful." Any person who occupies or knowingly allows the occupancy of a building or structure so posted shall be guilty of a misdemeanor.

(B) If the owner fails to comply with an order to remove or demolish the nonresidential building or structure, the City Council may adopt an ordinance ordering the Inspector to proceed to effectuate

the purpose of this section with respect to the particular property or properties that the Inspector found to be jeopardizing the health or safety of its occupants or members of the general public. No ordinance shall be adopted to require demolition of a nonresidential building or structure until the owner has first been given a reasonable opportunity to bring it into conformity with the minimum standards established by the City Council. For the purposes of this subsection, a period of ninety (90) days following the date of the Inspector's order shall constitute a reasonable opportunity. The property or properties shall be described in the ordinance. The ordinance shall be recorded in the Office of the Register of Deeds and shall be indexed in the name of the property owner or owners in the grantor index. Following adoption of an ordinance, the Inspector may cause the building or structure to be removed or demolished.

Section 4-212 Remedies; lien for cost of demolition and removal.

(A) The amount of the cost of repairs, alterations, or improvements, or vacating and closing, or removal or demolition by the Inspector shall be a lien against the real property upon which the cost was incurred, which lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of the General Statutes.

(B) The amount of the costs is also a lien on any other real property of the owner located within the City limits except for the owner's primary residence. The additional lien provided in this subdivision is inferior to all prior liens and shall be collected as a money judgment.

(C) If the nonresidential building or structure is removed or demolished by the Inspector, he or she shall offer for sale the recoverable materials of the building or structure and any personal property, fixtures, or appurtenances found in or attached to the building or structure and shall credit the proceeds of the sale, if any, against the cost of the removal or demolition, and any balance remaining shall be deposited in the superior court by the Inspector, shall be secured in a manner directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court. Nothing in this section shall be construed to impair or limit in any way the power of the City Council to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

Section 4-213 Failure of occupant to comply with order to vacate.

If any occupant fails to comply with an order to vacate a nonresidential building or structure, the Inspector may file a civil action in the name of the City to remove the occupant. The action to vacate shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as parties-defendant any person occupying the nonresidential building or structure. The clerk of superior court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date, and place not to exceed 10 days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. 42-29. The summons shall be returned according to its tenor, and if on its return it appears to have been duly served and if at the hearing the Inspector produces a certified copy of an ordinance adopted by the City Council pursuant to Section 4-211 of this Chapter to vacate the occupied nonresidential building or structure, the magistrate shall enter judgment ordering that the premises be vacated and all persons be removed. The judgment ordering that the nonresidential building or structure be vacated shall be

enforced in the same manner as the judgment for summary ejectment entered under G.S. 42-30. An appeal from any judgment entered under this subsection by the magistrate may be taken as provided in G.S. 7A-228, and the execution of the judgment may be stayed as provided in G.S. 7A-227. An action to remove an occupant of a nonresidential building or structure who is a tenant of the owner may not be in the nature of a summary ejectment proceeding pursuant to this subsection unless the occupant was served with notice, at least 30 days before the filing of the summary ejectment proceeding, that the governing body has ordered the Inspector to proceed to exercise his duties under Section 4-211 of this Chapter to vacate and close or remove and demolish the nonresidential building or structure.

Section 4-214 Action by City Council Upon Abandonment of Intent to Repair.

(A) If the City Council has adopted an ordinance or the Inspector has issued an order requiring the building or structure to be repaired or vacated and closed and the building or structure has been vacated and closed for a period of **two years** pursuant to the ordinance or order, the City Council may make findings that the owner has abandoned the intent and purpose to repair, alter, or improve the building or structure and that the continuation of the building or structure in its vacated and closed status would be inimical to the health, safety, and welfare of the municipality in that it would continue to deteriorate, would create a fire or safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, or would cause or contribute to blight and the deterioration of property values in the area. Upon such findings, the City Council may, after the expiration of the **two year** period, enact an ordinance and serve such ordinance on the owner, setting forth the following:

- (1) If the cost to repair the nonresidential building or structure to bring it into compliance with the minimum standards is less than or equal to fifty percent (50%) of its then current value, the ordinance shall require that the owner either repair or demolish and remove the building or structure within 90 days; or
- (2) If the cost to repair the nonresidential building or structure to bring it into compliance with the minimum standards exceeds fifty percent (50%) of its then current value, the ordinance shall require the owner to demolish and remove the building or structure within 90 days.

(B) In the case of vacant manufacturing facilities or vacant industrial warehouse facilities, the building or structure must have been vacated and closed pursuant to an order or ordinance for a period of **five years** before the City Council may take action under this subsection. The ordinance shall be recorded in the office of the register of deeds in the county wherein the property or properties are located and shall be indexed in the name of the property owner in the grantor index. If the owner fails to comply with the ordinance, the Inspector shall effectuate the purpose of the ordinance.

Section 4-215 Demolition of Non-Residential Buildings or Structures by Owner.

Where a non-residential building or structure is under the jurisdiction of this Chapter, the building may be demolished by the owner provided that the following requirements are met:

- (1) The owner shall obtain a demolition permit from the Building Inspections Department.
- (2) All sewer, gas, water and similar taps or connections shall be properly closed and disconnected.
- (3) All debris from the building shall be removed from the site. This requirement is for the removal of all debris that is above the street level of the building.
- (4) The lot shall be graded to a smooth, even, finished grade, free from building material, debris, holes, and/or depressions. Where building debris remains on the site below street level, the owner must back fill the lot with twelve (12) inches of clean fill which shall be graded to a smooth, even finished grade.
- (5) Where walls of adjacent buildings become exposed as a result of the demolition, said walls must have all doors, windows, vents or other similar openings closed with material of the type comprising the wall, unless such doors, windows, vents, or other similar openings are to be maintained in accordance with the provisions of this Chapter. No protrusions or loose material shall be in the wall. The exposed wall shall be painted, stuccoed or bricked and weatherproofed if necessary to prevent deterioration of the wall.

Section 4-216 Inspections.

- (A) For the purpose of carrying out the intent of this Chapter, the Inspector is hereby authorized to enter, examine and survey at all reasonable times all non-residential buildings and premises, including abandoned structures. The owner or occupant of every non-residential building or the person in charge thereof, shall give the Inspector free access to such building and its premises, at all reasonable times for the purposes of such inspection, examination, and survey. Every occupant of a non-residential building shall give the owner thereof, or his agent or employee, access to any part of such building and its premises at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this Chapter or with any lawful order issued pursuant to the provisions of this Chapter.
- (B) The Inspector may make periodic inspections for unsafe, unsanitary or otherwise hazardous and unlawful conditions in non-residential structures within the jurisdiction. In addition, he may make inspections when he has reason to believe that such conditions may exist in a particular structure or premises.

Section 4-217 Defects in buildings to be corrected.

When the Inspector finds any defects in a non-residential building, or finds that a building has not been constructed in accordance with applicable State and City laws, or that a building because of its condition is dangerous or contains fire hazardous conditions, it shall be his duty to notify the owner or occupant of the building of its defects, hazardous conditions or failure to comply with law. The owner or occupant shall each immediately remedy the defects, hazardous conditions or violations of law in the property he owns. Failure to do so shall constitute a violation of this Chapter. Each day any violation of this Chapter shall continue shall constitute a separate offense.

Section 4-218 Violations.

In addition to the conditions, acts or failure to act that constitute violations specified in this Chapter, it shall be unlawful for the owner of any building or structure to fail, neglect or refuse to repair, alter or improve the same, or to vacate and close or vacate and remove or demolish the same, upon order of the Inspector duly made and served as herein provided, within the time specified in such order. It shall be unlawful for the owner of any building, with respect to which an order has been issued pursuant to Section 4-208, to occupy or permit the occupancy of the same after the time prescribed in such order for its repair, alteration or improvement or its vacation and closing, or vacation and removal or demolition.

Section 4-219 General Penalties.

1. An act constituting a violation of the provisions of this ordinance or a failure to comply with any of its requirements shall subject the offender to a civil penalty in the amount of \$50.00 to \$500.00, in accordance with the citation schedule in Sec. 1-15 subsection (e), which includes administrative fees.

Each day any single violation continues shall be a separate violation. A violation of this ordinance shall not constitute a misdemeanor pursuant to N.C.G.S. 14-4. If the offender fails to correct this violation by the prescribed deadline after being notified of said violation, the penalty may be recovered in a civil action in the nature of a debt.

2. In addition to the civil penalties set out above, any provision of this ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction. In such case, the General Court of Justice shall have jurisdiction to issue such orders as may be appropriate, and it shall not be a defense to the application of the City for equitable relief that there is an adequate remedy at law.

3. In addition to the civil penalties set out above, the provisions of this ordinance may be enforced by injunction and order of abatement by the General Court of Justice. When a violation of these provisions occurs, the City may apply to the appropriate division of the General Court of Justice for a mandatory or prohibitory injunction and/or order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings, including the Rules of Civil Procedure in general and Rule 65, in particular.

4. Upon failure of the owner/violator to obey the Notice of Violation/Warning Citation or written Order, a Notice of Civil Citation may be issued by the Inspector/enforcement official, either served directly on the violator, his duly designated agent, or registered agent if a corporation, either in person or posted in the United States mail service by first class mail addressed to the last known address of the violator as contained in the records of the County or obtained from the violator at the time of issuance of the Notice of Violation/Warning Citation. The violator shall be deemed to have been served upon the mailing of said Notice of Civil Citation. The Notice of Civil Citation shall direct the violator to appear in person at the City Hall to pay the penalty within (15) fifteen days of the date of the Civil Citation, or alternatively to pay the citation by mail. The violation for which the penalty is issued must have been corrected by the time the penalty is paid, otherwise further penalties shall accrue. Penalties accrue from the date initially imposed in the Notice of Civil Citation and will

continue without further notice, for each day the offense continues, until the prohibited activity is corrected, ceased or abated. The City may institute a civil action in the North Carolina General Court of Justice for the collection of the penalty, attorney fees, interest, court costs, and other such relief as permitted by law.

Section 4-220 Procedure Is Alternative

Neither this chapter nor any of its provisions shall be construed to impair or limit in any way the power of the City to define and declare nuisances and to cause their abatement by summary action or otherwise, and the enforcement of any remedy provided herein shall not prevent the enforcement of any other remedy or remedies provided herein or in other ordinance or laws.”

PART FOUR. That all ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

PART FIVE. That this Ordinance shall become effective upon its adoption by the City Council of the City of Lenoir, North Carolina.

Adopted this _____ day of _____, 2025.

Joseph L. Gibbons, Mayor

ATTEST:

Approved as to form:

Lauren Hartley, City Clerk

T.J. Rohr, City Attorney

ORDINANCE NUMBER

AN ORDINANCE CONCERNING THE AMENDMENT OF THE CITY OF LENOIR MINIMUM HOUSING STANDARDS

WHEREAS, Article 8 of Chapter 160A of the North Carolina General Statutes, N.C.G.S. 160A-174, et seq., delegates to municipalities the authority to exercise the general police power; and

WHEREAS, Article 12 of Chapter 160D of the North Carolina General Statutes, N.C.G.S. 160D-1201 et seq., authorizes municipalities to provide for the repair, closing or demolition of dwellings, buildings or structures used or intended for human habitation;

WHEREAS, N.C.G.S. 160A-193 authorizes municipalities to summarily remedy, abate or remove public health nuisances; and

WHEREAS, the City of Lenoir City Council finds that it is in the public interest to amend the City's Ordinances to provide more specificity as to the requirements for regulating dwellings, buildings or structures used or intended for human habitation; and

WHEREAS, the City of Lenoir City Council, after due notice, conducted a public hearing on the _____ day of _____, 2025, upon the question of amending the City Ordinance in this respect.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL, THE CITY OF LENOIR, NORTH CAROLINA:

PART ONE. That the Minimum Housing Standards of the Code of Ordinances of the City of Lenoir, North Carolina, is hereby amended in its entirety and written to read as follows:

"CHAPTER 10, MINIMUM HOUSING STANDARDS

Section 10.01 Findings; Purpose; Authority.

Pursuant to Section 160D-1201, of the General Statutes of North Carolina, it is hereby found and declared that there exist in the City's corporate limits dwellings which are unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents and other calamities, lack of ventilation, light and sanitary facilities, and due to other conditions rendering such dwellings unsafe and unsanitary, and dangerous and detrimental to the health, safety and morals, and otherwise inimical to the welfare of the residents of the City of Lenoir.

In order to protect the health, safety and welfare of the residents of the City as authorized by Chapter 160D, Article 12 of the General Statutes of North Carolina, it is the purpose of this Ordinance to establish minimum standards of fitness for the initial and continued occupancy of all buildings used for human habitation, as expressly authorized by Section 160D-1201 of the General Statutes of North Carolina.

In addition, it is hereby found and declared, under the authority of North Carolina General Statutes 160A-174, that there exist in the City dwellings which, although not meeting the classification as unfit for human habitation, fail to fully comply with all the minimum standards for housing fitness as established herein and therefore have present one or more conditions which are inimical to the public health, safety and general welfare. Such conditions, if not corrected can lead to deterioration and dilapidation of dwellings which render them unfit for human habitation.

Section 10.02. Scope.

- (a) This Chapter is hereby declared to be remedial and shall be construed to secure the beneficial interests and purposes thereof which are public safety, health and general welfare through structural strength, stability, sanitation, adequate light and ventilation and safety to life and property from fire and other hazards incident to the construction, alteration, repair, removal, demolition, use and occupancy of dwellings, apartment houses, rooming houses or buildings, structures or premises used or intended for use as such.
- (b) The provisions of this Chapter shall apply to all existing housing and to all housing hereafter constructed within the City's corporate limits as now or hereafter established. Portable, mobile or demountable buildings or structures, including trailers, manufactured homes and mobile homes when used or intended for use for housing within the jurisdiction, shall be subject to the applicable provisions of this Chapter. This Chapter establishes minimum requirements for the initial and continued occupancy of all buildings used for human habitation and does not replace or modify requirements otherwise established for the construction, repair, alteration or use of buildings, equipment, or facilities except as provided in this Chapter.
- (c) The provisions of this Chapter shall also apply, as authorized by G.S. § 160D-1201(b), to abandoned structures which are found by the City Council to be a health or safety hazard as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children or frequent use by vagrants as living quarters in the absence of sanitary conditions.

Section 10.03. Definitions.

The following definitions shall apply in the interpretation and enforcement of this Chapter:

Abandoned Structure. Any structure, whether designed and intended for residential or other uses, which has been vacant or not in active use, regardless of purpose or reason, for the past two-year period and which is determined by the Housing Inspector to be unfit for human habitation or occupancy based upon the standards as set forth in this Chapter.

Basement. A portion of a building which is located partly underground, having access to light and air from windows located above the level of the adjoining ground.

Cellar. A portion of a building located partly or wholly underground having inadequate access to light and air from windows located partly or wholly below the level of the adjoining ground.

Deteriorated Dwelling. A dwelling that is unfit for human habitation and can be repaired, altered or improved to comply with all of the minimum standards established by this Chapter, *at a cost not in excess of fifty percent of its value*, as determined by finding of the Housing Inspector.

Determination. A written, final, and binding order, requirement, or determination regarding an administrative decision.

Dilapidated Dwelling. A dwelling that is unfit for human habitation and cannot be repaired, altered or improved to comply with all of the minimum standards established by this Chapter, *at a cost not in excess of fifty percent of its value*, as determined by finding of the Housing Inspector.

Dwelling. Any building, structure, manufactured home or mobile home, or part thereof, used and occupied for human habitation or intended to be so used, and includes any accessory buildings and structures and appurtenances belonging thereto or usually enjoyed therewith, except that it does not include any manufactured home or mobile home, which is used solely for a seasonal vacation purpose.

Dwelling Unit. Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

Extermination. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or by any other recognized and legal pest elimination methods approved by the Housing Inspector.

Garbage. The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Habitable room. A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, heater rooms, foyers or communicating corridors, closets and storage spaces.

Housing Inspector. The person, Public Officer or Officers, appointed by the City Council to carry out the administration and enforcement of this Chapter.

Infestation. The presence, within or around a dwelling, of any insects, rodents or other pests in such number as to constitute a menace to the health, safety or welfare of the occupants or to the public.

Manufactured Home (Mobile Home). A structure as defined in G.S. 143-145(7).

Multiple Dwelling. Any dwelling containing more than two dwelling units.

Occupant. Any person over one year of age living, sleeping, cooking or eating in, or having actual possession of a dwelling, dwelling unit or rooming unit.

Operator. Any person who has charge, care or control of a building or part thereof, in which dwelling units or rooming units are let.

Owner. The holder of the title in fee simple and every mortgagee of record.

Parties in Interest. All individuals, associations and corporations who have interests of record in a dwelling and any who are in possession thereof.

Public Authority. Any housing authority or any officer who is in charge of any department or branch of the government of the City, County, or State relating to health, fire, building regulations, or other activities concerning dwellings in the City.

Rooming House. Any dwelling, or that part of any dwelling containing one or more rooming units, in which space is let by the owner or operator to three or more persons who are not husband and wife, son or daughter, mother or father or sister or brother of the owner or operator.

Rooming Unit. Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

Rubbish. Combustible and noncombustible waste materials except garbage and ashes, and the term shall include, but not be limited to, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass crockery and dust.

Supplied. Paid for, furnished or provided by, or under the control of, the owner or operator.

Tenant. Any natural person or entity who is a named party or signatory to a lease or rental agreement, and who occupies, resides in, or has a legal right to possess and use an individual rental unit.

Whenever the words "dwelling", "dwelling unit", "rooming house", "rooming unit" or "premises" are used in this Chapter, they shall be construed as though they were followed by the words "or any part thereof".

Section 10.04. Office of Housing Inspector Created; Powers and Duties.

For the purposes of administering and enforcing the provisions of this Chapter, the office of Housing Inspector is hereby created. The Housing Inspector shall be appointed by the City Council, and shall have such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this Chapter, including, without limiting the generality of the foregoing, in addition to others herein granted, the following powers:

(a) Investigations

To investigate the dwelling and building conditions in the City in order to determine which dwellings therein are unfit for human habitation and dangerous, being guided in such examination of dwellings and buildings by the requirements set forth in this Chapter.

(b) Oaths, witnesses, etc.

To administer oaths and affirmations and to examine witnesses and receive evidence.

(c) Right of Entry

To enter upon and within premises and dwellings for the purpose of making examinations and investigations; provided, that such entries shall be made in such a manner as to cause the least possible inconvenience to the persons in possession. If entry upon the premises for purposes of investigation is necessary, such entry shall be made pursuant to a duly issued administrative search warrant in accordance with G.S. 15-27.2 or with permission of the owner, the owner's agent, a tenant, or other person legally in possession of the premises.

(d) Warrants; Citations, etc.

To swear criminal warrants, issue civil citations and to take such other actions as may be necessary to carry out the enforcement procedures of this Chapter.

(e) Delegation of functions, etc.

To delegate any of his functions and powers under this Chapter to such officers and agents as he may designate.

Section 10.05. Inspections.

For the purpose of carrying out the intent of this Chapter, the Housing Inspector, upon proper identification, is hereby authorized to enter, examine and survey at all reasonable times all dwellings, dwelling units, rooming houses, rooming units and premises, including abandoned structures. The owners or occupants of every dwelling, dwelling unit, rooming unit, or rooming house, or the person in charge thereof, shall give the Housing Inspector free access to such dwelling, dwelling unit, rooming house or rooming unit, and its premises, at all reasonable times for the purposes of such inspection, examination and survey. Every occupant of a dwelling or dwelling unit shall give the owner thereof, or his agent or employee, access to any part of such dwelling or dwelling unit, and its premises, at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this Chapter or with any lawful order issued pursuant to the provisions of this Chapter.

Section 10.06. Preliminary Investigations; Notices; Hearings.

Whenever a petition is filed with the Housing Inspector by a public authority or by at least five (5) residents of the City charging that any dwelling is unfit for human habitation or whenever it appears to the Housing Inspector (on his own motion) that any dwelling is unfit for human habitation, the Housing Inspector shall, if his preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner and parties in interest in such dwellings a complaint stating the charges in that respect and containing a notice that a hearing will be held before the Housing Inspector (or his designated agent) at a place within the City therein fixed not less than 10 days nor more than 30 days after the serving of the complaint; that the owner and parties in interest shall be given the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint; and that the rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the Housing Inspector.

In accordance with N.C.G.S. 1-120.2, Upon the issuance of a complaint and notice of hearing pursuant to this Section, the Inspector may cause the filing of a notice of Lis Pendens, with a

copy of the complaint and notice of hearing attached thereto, in the Office of the Clerk of Superior Court of Caldwell County, to be indexed and cross-indexed in accordance with the indexing procedures of the North Carolina General Statutes 1-117. The Inspector shall cause a copy of the notice of Lis Pendens to be served upon the owners and parties in interest in the dwelling at the time of filing as applicable. From the date and time of indexing, the complaint and notice of hearing or order shall be binding upon the successors and assigns of the owners of and parties in interest in the building or dwelling. The notice of Lis Pendens shall remain in full force and effect until cancelled. Upon compliance with the requirements of any order issued based upon such complaint and hearing, the Inspector shall direct the Clerk of Superior Court to cancel the notice of Lis Pendens.

Section 10.07. Dwelling Unfit for Human Habitation.

The Housing Inspector shall determine that a dwelling is unfit for human habitation if he finds that any **one** of the following conditions exist in such dwelling:

- (A) Interior walls or vertical studs which seriously list, lean or buckle to such an extent as to render the dwelling unsafe.
- (B) Supporting member or members which show thirty-three (33) percent or more damage or deterioration, or non-supporting, enclosing or outside walls or covering which shows fifty (50) percent or more of damage or deterioration.
- (C) Floors or roofs which have improperly distributed loads, which are overloaded or which have insufficient strength to be reasonably safe for the purpose used.
- (D) Such damage by fire, wind or other causes as to render the dwelling unsafe.
- (E) Dilapidation, decay, unsanitary conditions or disrepair which is dangerous to the health, safety or welfare of the occupants or other people in the City.
- (F) Inadequate facilities for egress in case of fire or panic.
- (G) Defects significantly increasing the hazards of fire, accident or other calamities.
- (H) Lack of adequate ventilation, light, heating or sanitary facilities to such extent as to endanger the health, safety or general welfare of the occupants or other residents of the City.
- (I) Lack of proper electrical, heating, or plumbing facilities required by this Chapter which constitutes a definite health or safety hazard.
- (J) Lack of connection to a potable water supply and/or to the public sewer or other approved sewage disposal system, the lack of either one of which renders a dwelling unfit for human habitation. For the purposes of this standard, a dwelling is not connected to a potable water supply if the water supply has been "cut off" because of nonpayment of the water bill or otherwise or if the system for any reason is not receiving a flow of potable water to the tap.

Section 10.08. Dwelling Fitness, Standards.

In addition to the ten (10) conditions stated above, any **one** of which renders a dwelling unfit for human habitation, the Housing Inspector shall determine that a dwelling is unfit for human habitation if he finds that a dwelling fails to fully comply with **seven (7) or more** of the following enumerated standards of dwelling fitness:

STRUCTURAL STANDARDS

Structural Integrity

- (1) Walls, partitions, supporting members, sills, joists, rafters or other structural members shall not list, lean or buckle, shall not be rotted, deteriorated or damaged, and shall not have holes or cracks which might admit rodents.

Supports

- (2) Floors or roofs shall have adequate supporting members and strength to be reasonably safe for the purpose used.

Foundations

- (3) Foundations, foundation walls, piers or other foundation supports shall not be deteriorated or damaged.

Steps

- (4) Steps, stairs, landings, porches or other parts or appurtenances shall be maintained in such condition that they will not fail or collapse.

Egress

- (5) Adequate facilities for egress in case of fire or panic shall be provided.

Interior Materials

- (6) Interior walls and ceilings of all rooms, closets and hallways shall be furnished of suitable materials which will, by use of reasonable household methods, promote sanitation and cleanliness, and shall be maintained in such a manner so as to enable the occupants to maintain reasonable privacy between various spaces.

Weatherization

- (7) The roof, flashings, exterior walls, basement walls, floors and all doors and windows exposed to the weather shall be constructed and maintained so as to be weather and watertight.

Chimneys

- (8) There shall be no chimneys or parts thereof which are defective, deteriorated or in danger of falling, or in such condition or location as to constitute a fire hazard.

Floors

- (9) There shall be no use of the ground for floors, or wood floors on the ground.

PLUMBING STANDARDS

Facilities

- (10) Each dwelling unit shall contain not less than a kitchen sink, lavatory, tub or shower, water closet, and an adequate supply of both cold water and hot water. All water shall be supplied through an approved pipe distribution system connected to a potable water supply. Each dwelling shall be connected to the public sewer or other approved sewage disposal system. For the purposes of this standard, a dwelling is not connected to a potable water supply if the water supply has been "cut off" because of non-payment of the water bill or otherwise or if the system for any reason is not receiving a flow of potable water to the tap.

Maintenance

- (11) All plumbing fixtures shall meet the standards of the Plumbing Code and shall be maintained in a state of good repair and in good working order.

Accessible

- (12) All required plumbing fixtures shall be located within the dwelling and be accessible to the occupants of the same. The water closet and tub or shower shall be located in a room or rooms affording privacy to the user.

HEATING STANDARDS

Generally

- (13) Every dwelling shall have facilities for providing heat in accordance with either paragraph (a) or (b) below. Such facilities shall be maintained in a state of good repair and good working order.
- (a) Central and electrical heating systems. Every central or electric heating system shall be of sufficient capacity so as to heat all habitable rooms, bathrooms and water closet compartments in every dwelling to which it is connected with a minimum temperature of sixty-eight (68) degrees Fahrenheit measured at a point three (3) feet above the floor during average winter conditions.
- (b) Other heating facilities. Where a central or electric heating system is not provided, each dwelling shall be provided with sufficient electrical receptacles, fireplaces, chimneys, flues or gas vents whereby heating appliances may be connected so as to heat all habitable rooms, bathrooms and water closet compartments with a minimum temperature of sixty-eight (68) degrees Fahrenheit measured three (3) feet above the floor during average winter conditions.

ELECTRICAL STANDARDS

Wiring

- (14) Every dwelling shall be wired for electric lights and convenience receptacles. Every habitable room shall contain at least two floor or wall type electrical convenience receptacles, connected in such manner as determined by the Electrical Code. There shall be installed in every bathroom, water closet room, laundry room and furnace room at least one supplied ceiling or wall type electric light fixture. In the event wall or ceiling light fixtures are not provided in any habitable room, then each such habitable room shall contain at least three floor or wall type electric convenience receptacles.

Hall Lights

- (15) Every public hall and stairway in every multiple dwelling shall be adequately lighted by electric lights at all times when natural light is not sufficient.

Maintenance

- (16) All fixtures, receptacles, equipment and wiring shall be maintained in a state of good repair, safe, capable of being used, and installed in accordance with the Electrical Code.

VENTILATION STANDARDS

Generally

- (17) Every habitable room shall have at least one window or skylight facing directly to the outdoors. The minimum total window area, measured between stops, for every habitable

room shall be ten percent of the floor area of such room. Whenever walls or other portions of structures face a window of any such room and such light obstructions are located less than five feet from the window and extend to a level above that of the ceiling of the room, such a window shall not be deemed to face directly to the outdoors and shall not be included as contributing to the required minimum total window area. Whenever the only window in a room is a skylight type window in the top of such a room, the total window area of such skylight shall equal at least fifteen percent of the total floor area of such room.

Habitable rooms

- (18) Every habitable room shall have at least one window or skylight which can easily be opened, or such other device as will adequately ventilate the room. The total openable window area in every habitable room, shall be equal to at least forty-five percent of the minimum window area size or minimum skylight type window size as required, or shall have other approved equivalent ventilation.

Bathroom and water closet room

- (19) Every bathroom equipped with more than one water closet compartment shall comply with the light and ventilation requirements for habitable rooms.

SPACE, USE AND LOCATION STANDARDS

Ceiling Height

- (20) At least one-half of the floor area of every habitable room shall have a ceiling height of not less than seven feet and six inches.

Cellar

- (21) No cellar shall be used for living purposes unless:
- (a) the floor and walls are substantially watertight;
 - (b) the total window area, total openable window area and ceiling height are equal to those required for a habitable room;
 - (c) the required minimum window area of every habitable room is entirely above the grade adjoining such window area, except where the windows face a stairwell, window well or access way.

SAFE AND SANITARY MAINTENANCE STANDARDS

Exterior foundation, walls and roofs

- (22) Every foundation wall, exterior wall and exterior roof shall be substantially weather tight and rodent proof; shall be kept in sound condition and good repair; shall be capable of affording privacy; shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon. Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture or the weather.

Interior floors, walls and ceilings

- (23) Every floor, interior wall and ceiling shall be substantially rodent proof; shall be kept in sound condition and good repair; and shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon.

Windows and doors

- (24) Every window, exterior door, basement or cellar door and hatchway shall be substantially weather tight, water tight and rodent proof; and shall be kept in sound working condition and good repair.

Stairs porches and appurtenances

- (25) Every inside and outside stair, porch and any appurtenances thereto shall be safe to use and capable of supporting the load that normal use may cause to be placed thereon; and shall be kept in sound condition and good repair.

Bathroom and kitchen floors

- (26) Every bathroom and kitchen floor surface and water closet compartment floor surface shall be constructed and maintained so as to be reasonably impervious to water and so as to permit such floor to be easily kept in sound condition and good repair.

Supplied facilities

- (27) Every supplied facility, piece of equipment or utility which is required under this Ordinance shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition. Food preparation surfaces shall be impervious to water and free of defects which could trap food or liquid. Shelving, cabinets or drawers for the storage of food and cooking and eating utensils, shall be supplied and shall maintained in good repair.

Drainage

- (28) Every yard shall be properly graded so as to obtain thorough drainage and so as to prevent the accumulation of stagnant water.

Smoke Detector Systems

- (29) Every dwelling shall be equipped with smoke detectors installed to protect occupants in all sleeping areas. Operable smoke alarms, shall be either battery-operated or electrical, having an Underwriters' Laboratories, Inc. listing or other equivalent national testing laboratory approval, and installed in accordance with either the standards of the National Fire Protection Association or the minimum protection designated in the manufacturer's instructions.
- (30) Every dwelling shall have a minimum of one operable carbon monoxide alarm per rental unit per level, either battery-operated or electrical, that is listed by a nationally recognized testing laboratory that is OSHA-approved to test and certify to American National Standards Institute/Underwriters Laboratories Standards ANSI/UL2034 or ANSI/UL2075, and install the carbon monoxide alarms in accordance with either the standards of the National Fire Protection Association or the minimum protection designated in the manufacturer's instructions.
- (31) A carbon monoxide alarm may be combined with smoke alarms if the combined alarm does both of the following:
- (1) complies with ANSI/UL2034 or ANSI/UL2075 for carbon monoxide alarms and ANSI/UL217 for smoke alarms; and
 - (2) emits an alarm in a manner that clearly differentiates between detecting the presence of carbon monoxide and the presence of smoke.

- (32) The requirements in subsections (30) and (31) above apply only to dwelling units having a fossil-fuel burning heater, appliance, or fireplace, and in any dwelling unit having an attached garage.

INSECT, RODENT, AND INFESTATION CONTROL STANDARDS

Screens

- (33) For protection against mosquitoes, flies and other insects every dwelling shall have:
- (a) Supplied and installed screens on every door opening leading directly from the dwelling to outdoor space. Except, that sliding doors, doors with self closing devices, doors on mobile homes with self closing devices and doors that open into rooms of living spaces that are artificially ventilated or air conditioned are exempt from this provision.
 - (b) Supplied and installed screens on every window or other device with an opening to outdoor space, except that this requirement shall not apply for any room or rooms of a dwelling that are ventilated year round with an operable and installed heating and air conditioning system.

Rodent control

- (34) Every basement or cellar window used or intended to be used for ventilation, and every other opening to a basement which might provide an entry for rodents, shall be supplied with screens installed or such other approved device as will effectively prevent their entrance.

Infestation

- (35) Every dwelling shall be maintained in a manner to be free of any infestations of insects, rodents or other pests. Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his dwelling unit is the only one infested. Whenever infestation exists in two or more of the dwelling units in any dwelling or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of the owner.

Rubbish storage and disposal.

- (36) Every dwelling shall be supplied with approved containers and covers for storage of rubbish as required by City ordinances, and the owner, operator or agent in control of such dwelling or dwelling unit shall be responsible for the removal of rubbish.

Garbage storage and disposal

- (37) Every dwelling shall be supplied with an approved outside garbage container as required by City ordinances.

Section 10.09. Rooming House Standards

All of the provisions of this Chapter, and all of the minimum standards and requirements of this Chapter, shall be applicable to rooming houses, and to every person who operates a rooming

house or who occupies or lets to another for occupancy any rooming unit in any rooming house, except as provided in the following Subsections:

Water closet, hand lavatory and bath facilities

- (38) At least one water closet, lavatory basin and bathtub or shower, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each four rooms within a rooming house wherever such facilities are shared. All such facilities shall be located within the residence building served, shall be directly accessible from a common hall or passageway and shall not be more than one story removed from any of the persons sharing such facilities. Every lavatory basin and bathtub or shower shall be supplied with hot and cold water at all times. Such required facilities shall not be located in a cellar.

Sanitary conditions

- (39) The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors and ceilings, and for the sanitary maintenance of every other part of the rooming house; and shall be further responsible for the sanitary maintenance of the entire premises where the entire structure or building within which the rooming house is contained, is leased or occupied by the operator.

Sanitary facilities

- (40) Every water closet, flush urinal, lavatory basin and bathtub or shower required by Subsection (38) of this Section shall be located within the rooming house and within a room or rooms which afford privacy and are separate from the habitable rooms, and which are accessible from a common hall and without going outside the rooming house or through any other room therein.

[Note: Full compliance with a standard means that if any part of the stated standard is not complied with by a particular dwelling, then that dwelling has failed to fully comply with the enumerated standard. For example, in regard to standard #10, if all standards are met in a dwelling except that a supply of hot water is not provided then the dwelling fails to fully comply with standard #10.]

Section 10.10. Dwellings Not in Compliance but Not Unfit for Human Habitation.

In any case where the Housing Inspector determines that a dwelling fails to fully comply with one or more but less than seven (7) of the above enumerated standards of dwelling fitness, such dwelling shall not be found to be unfit for human habitation and shall not be subject to the procedures and remedies as provided for in this Chapter for dwellings unfit for human habitation. Each such failure or noncompliance, however, shall constitute a violation of the terms of this Chapter and shall subject the violator to the penalties and enforcement procedures of Section 10.15, General Penalty. In making the determination as described in this Section, the Housing Inspector shall not be required to make notice and hold the hearing as called for in Section 10.06, but the Housing Inspector may do so if the determination of the severity and classification of dwelling fitness is not clear to the Housing Inspector upon preliminary investigation.

Section 10.11. Procedure After Hearing; Order.

If, after notice and hearing, the Housing Inspector determines that the dwelling under consideration is unfit for human habitation in accordance with the standards set forth above, he

shall state in writing his findings of fact in support of that determination and shall issue and cause to be served upon the owner thereof an order:

- (a) If the repair, alteration or improvement of the dwelling can be made at a cost of less than fifty (50) percent of the value of the dwelling, requiring the owner, within the time specified, to repair, alter or improve the dwelling in order to render it fit for human habitation or to vacate and close the dwelling as a human habitation, based upon the Housing Inspector's standards for closing dwellings;
- (b) If the repair, alteration or improvement of the dwelling cannot be made at a cost of less than fifty (50) percent of the value of the dwelling, requiring the owner, within the time specified in the order, to repair, alter or improve the dwelling in order to render it fit for human habitation or to remove or demolish such dwelling.

If, after notice and hearing the Housing Inspector determines that the dwelling under consideration is not unfit for human habitation but is not in full compliance with one or more standards of dwelling fitness as set forth above, he may cause a warning citation to be issued to the owner, either in person or posted in the United States mail service by first class mail addressed to the last known address of the owner as contained in the records of the County. Such warning citation shall set out the nature of the violation, the section violated, the date of the violation, and shall contain an order to bring the dwelling into compliance with this Chapter, providing for a reasonable period of time in which the violation must be corrected.

Whenever a determination is made pursuant to Subsections (a) or (b) of this Section that a dwelling must be vacated and closed, or removed or demolished, under the provisions of this Chapter, notice of the order shall be given by first-class mail to any organization involved in providing or restoring dwellings for affordable housing that has filed a written request for such notices. A minimum period of forty-five (45) days from the mailing of such notice shall be given before removal or demolition by action of the Inspector, to allow the opportunity for any organization to negotiate with the owner to make repairs, lease, or purchase the property for the purpose of providing affordable housing. The Inspector shall certify the mailing of the notices, and the certifications shall be conclusive in the absence of fraud. Only an organization that has filed a written request for such notices may raise the issue of failure to mail such notices, and the sole remedy shall be an order requiring the Inspector to wait forty-five (45) days before causing removal or demolition.

Section 10.12. Failure to Comply with Order.

- (a) If the owner fails to comply with an order to repair, alter or improve or to vacate and close the dwelling, the Housing Inspector may:
 - (1) Cause the dwelling to be repaired, altered or improved or to be vacated and closed.
 - (2) Cause to be posted on the main entrance of any such dwelling, a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." Occupation of a building so posted shall constitute a violation of this Chapter.
- (b) If the owner fails to comply with an order to repair, alter or improve or to remove or demolish the dwelling, the Housing Inspector may:

- (1) Cause such dwelling to be vacated and removed or demolished.
 - (2) Cause to be posted on the main entrance of any such dwelling, a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." Occupation of a building so posted shall constitute a violation of this Chapter.
- (c) The duties of the Housing Inspector set forth in Subsections (a) and (b) shall not be exercised until the City Council shall have by Ordinance ordered the Housing Inspector to proceed to effectuate the purpose of this Chapter with respect to the particular property or properties which the Housing Inspector shall have found to be unfit for human habitation and which property or properties shall be described in the Ordinance. No such Ordinance shall be adopted to require demolition of a dwelling until the owner has first been given a reasonable opportunity to bring it into conformity with the Housing Standards. For the purposes of this subsection, a period of ninety (90) days following the date of the Housing Inspector's order shall constitute a reasonable opportunity. The Ordinance shall be recorded in the Office of the Register of Deeds in the county wherein the property or properties are located and shall be indexed in the name of the property owner in the grantor index.
- (d) The amount of the cost of repairs, alterations or improvements, or vacating and closing, or removal or demolition by the Housing Inspector shall be a lien against the real property upon which the cost was incurred, which lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of the General Statutes of North Carolina. If the dwelling is removed or demolished by the Housing Inspector, he shall sell the materials of the dwelling, and any personal property, fixture or appurtenances found in or attached to the dwelling, and shall credit the proceeds of the sale against the cost of the removal or demolition and any balance remaining shall be deposited in the Superior Court by the Housing Inspector, shall be secured in a manner directed by the Court, and shall be disbursed by the Court to the persons found to be entitled thereto by final order of the decree of the Court.
- (e) If any occupant fails to comply with an order to vacate a dwelling, the Housing Inspector may file a civil action in the name of the City to remove such occupant. The action to vacate the dwelling shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as parties-defendant any persons occupying such dwelling. The Clerk of Superior Court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date and place not to exceed 10 days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. 42-29. The summons shall be returned according to its tenor, and if on its return it appears to have been duly served, and if at the hearing the Housing Inspector produces the certified copy of an Ordinance adopted by the City Council pursuant to Subsection (c) authorizing the Housing Inspector to proceed to vacate the occupied dwelling, the magistrate shall enter judgment ordering that the premises be vacated and that all persons be removed. The judgement ordering that the dwelling be vacated shall be enforced in the same manner as the judgment for summary ejectment entered under G.S. 42-30. An appeal from any judgment entered hereunder by the magistrate may be taken as provided in G.S. 7A-228, and the execution of such judgement may be stayed as provided in G.S. 7A-227. An action to remove an occupant of a dwelling who is a tenant of the owner may not be in the nature of a summary

ejectment proceeding pursuant to this paragraph unless such occupant was served with notice at least 30 days before the filing of the summary ejectment proceeding that the City Council has ordered the Housing Inspector to proceed to exercise his duties under Subsections (a), (b) and (c) of this Section to vacate and close or remove and demolish the dwelling.

- (f) If the City Council shall have adopted an Ordinance, or the Housing Inspector shall have issued an order, ordering a dwelling to be repaired or vacated and closed, as provided in Section 10.11, and if the owner has vacated and closed such dwelling and kept such dwelling vacated and closed for a period of one year pursuant to the Ordinance or order, then if the City Council shall find that the owner has abandoned the intent and purpose to repair, alter, or improve the dwelling in order to render it fit for human habitation and that the continuation of the dwelling in its vacated and closed status would be inimical to the health, safety, moral, and welfare of the City in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in the City, then in such circumstances, the City Council may, after the expiration of such one year period, enact an Ordinance and serve such Ordinance on the owner, setting forth the following:
 - (a) If it is determined that the repair of the dwelling to render it fit for human habitation can be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling, the Ordinance shall require that the owner either repair or demolish and remove the dwelling within 90 days; or
 - (b) If it is determined that the repair of the dwelling to render it fit for human habitation cannot be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling, the Ordinance shall require the owner to demolish and remove the dwelling within 90 days.

This Ordinance shall be recorded in the Office of the Register of Deeds in the county wherein the property or properties are located and shall be indexed in the name of the property owner in the grantor index as provided by G.S. 160D-1203(4). If the owner fails to comply with this Ordinance, the Housing Inspector shall effect the purpose of the Ordinance.

Section 10.13. Service of Complaints and Orders.

Complaints or Orders issued by the Housing Inspector shall be served upon persons either personally or by certified mail. When service is made by certified mail, a copy of the complaint or order may also be sent by regular mail. Service shall be deemed sufficient if the certified mail is unclaimed or refused, but the regular mail is not returned by the post office within ten (10) days after the mailing. If regular mail is used, a notice of the pending proceedings shall be posted in a conspicuous place on the premises affected.

If the identities of any owners or the whereabouts of persons are unknown and cannot be ascertained by the inspector in the exercise of reasonable diligence, or, if the owners are known but have refused to accept service by certified mail, and the inspector makes an affidavit to that effect, then the serving of the complaint or order upon the owners or other persons may be made by publication in a newspaper having general circulation in the City at least not later than the

time at which personal service would be required under the provisions of this Chapter. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the premises thereby affected.

Section 10.14. Appeals.

- (a) The Board of Adjustment is hereby appointed as the Housing Appeals Board to which appeals from any decision or order of the Housing Inspector may be taken. Except where this Chapter provides for different rules or procedures, the Board of Adjustment acting as the Housing Appeals Board shall follow its rules of procedure, which may be amended to provide specifically for this function.
- (b) An appeal from any decision or order of the Housing Inspector may be taken by any person aggrieved thereby or by any officer, board or commission of the City. Any appeal from the Housing Inspector shall be taken within ten days from the rendering of the decision or service of the order by filing with the Housing Inspector and with the Board of Adjustment a notice of appeal which shall specify the grounds upon which the appeal is based. Upon the filing of any notice of appeal, the Housing Inspector shall forthwith transmit to the Board all the papers constituting the record upon which the decision appealed from was made. When an appeal is from a decision of the Housing Inspector refusing to allow the person aggrieved thereby to do any such act, his decision shall remain in force until modified or reversed. When any appeal is from a decision of the Housing Inspector requiring the person aggrieved to do any act, the appeal shall have the effect of suspending the requirement until the hearing by the Board, unless the Housing Inspector certifies to the Board after the notice of appeal is filed with him, that because of facts stated in the certificate (a copy of which shall be furnished the appellant), a suspension of his requirement would cause imminent peril to life or property. In that case the requirement shall not be suspended except by a restraining order, which may be granted for due cause shown upon not less than one day's written notice to the Housing Inspector, by the Board, or by a court of record upon petition made pursuant to Subsection (e) of this Section.
- (c) The Board shall fix a reasonable time for hearing appeals, shall give due notice to the parties, and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The Board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, and may make any decision and order that in its opinion ought to be made in the matter, and to that end it shall have all the powers of the Housing Inspector, but the concurring vote of four-fifths of the members of the Board shall be necessary to reverse or modify any decision or order of the Housing Inspector. The Board shall have power also in passing upon appeals, when practical difficulties or unnecessary hardships would result from carrying out the strict letter of the Ordinance, to adapt the application of the Ordinance to the necessities of the case to the end that the spirit of the Ordinance shall be observed, public safety and welfare secured, and substantial justice done.
- (d) Every decision of the Board shall be subject to review by proceedings in the nature of certiorari instituted within 15 days of the decision of the Board, but not otherwise.
- (e) Any person aggrieved by an order issued by the Housing Inspector, or a decision rendered by the Board may petition the Superior Court for an injunction, restraining the

Housing Inspector from carrying out the order or decision and the Court may, upon such petition, issue a temporary injunction restraining the Housing Inspector pending a final disposition of the cause. The petition shall be filed within 30 days after issuance of the order or rendering of the decision. Hearings shall be had by the Court on a petition within 20 days and shall be given preference over other matters on the Court's calendar. The Court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. It shall not be necessary to file bond in any amount before obtaining a temporary injunction under this Subsection.

Section 10.15. General Penalties.

1. An act constituting a violation of the provisions of this Chapter or a failure to comply with any of its requirements shall subject the offender to a civil penalty in the amount of \$50.00 to \$500.00, in accordance with the citation schedule in Sec. 1-15 subsection (e), which includes administrative fees. Each day any single violation continues shall be a separate violation. A violation of this Chapter shall not constitute a misdemeanor pursuant to N.C.G.S. 14-4. If the offender fails to correct this violation by the prescribed deadline after being notified of said violation, the penalty may be recovered in a civil action in the nature of a debt.

2. In addition to the civil penalties set out above, any provision of this ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction. In such case, the General Court of Justice shall have jurisdiction to issue such orders as may be appropriate, and it shall not be a defense to the application of the City for equitable relief that there is an adequate remedy at law.

3. In addition to the civil penalties set out above, the provisions of this ordinance may be enforced by injunction and order of abatement by the General Court of Justice. When a violation of these provisions occurs, the City may apply to the appropriate division of the General Court of Justice for a mandatory or prohibitory injunction and/or order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings, including the Rules of Civil Procedure in general and Rule 65, in particular.

4. Upon failure of the violator to obey the Notice of Violation/Warning Citation, a Notice of Civil Citation may be issued by the enforcement official, either served directly on the violator, his duly designated agent, or registered agent if a corporation, either in person or posted in the United States mail service by first class mail addressed to the last known address of the violator as contained in the records of the County or obtained from the violator at the time of issuance of the Notice of Violation/Warning Citation. The violator shall be deemed to have been served upon the mailing of said Notice of Civil Citation. The Notice of Civil Citation shall direct the violator to appear in person at the City Hall to pay the penalty within (15) fifteen days of the date of the Civil Citation, or alternatively to pay the citation by mail. The violation for which the penalty is issued must have been corrected by the time the penalty is paid, otherwise further penalties shall accrue. Penalties accrue from the date initially imposed in the Notice of Civil Citation and will continue without further notice, for each day the offense continues, until the prohibited activity is corrected, ceased or abated. The City may institute a civil action in the North Carolina General Court of Justice for the collection of the penalty, attorney fees, interest, court costs, and other such relief as permitted by law.

Section 10.16. Alternative Remedies.

Nothing in this Chapter nor any of its provisions shall be construed to impair or limit in any way the power of the City to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise nor shall enforcement of one remedy provided herein prevent the enforcement of any other remedy or remedies provided herein or in other Chapters or laws. In addition to the remedies provided for herein, any violation of the terms of this Chapter shall subject the violator to the penalties and remedies, as set forth in Section 10.15.

No dwelling shall be hereafter erected, altered, moved, or changed in occupancy without a Certificate of Occupancy. In any case where the Housing Inspector, after notice and hearing as required herein, finds that a dwelling or dwelling unit is unfit for human habitation, he shall withhold issuance of a Certificate of Occupancy for such dwelling or dwelling unit: until such time that he determines that it is fit for human habitation. In addition, in any case where the Housing Inspector, after preliminary investigation as provided for herein, concludes, based upon that investigation, that a dwelling or dwelling unit is unfit for human habitation and believes that the occupancy of such dwelling or dwelling unit could cause imminent peril to life or property from fire or other hazards, he shall withhold issuance of a Certificate of Occupancy for such dwelling or dwelling unit until such time that he determines that it is fit for human habitation.

If any dwelling is erected, constructed, altered, repaired, converted, maintained, or used in violation of this Chapter or of any valid order or decision of the Housing Inspector or Board made pursuant to any ordinance adopted under authority of this Chapter, the Housing Inspector may institute any appropriate action or proceedings to prevent the unlawful erection, construction, reconstruction, alteration or occupancy, to restrain, correct or abate the violation, to prevent the occupancy of the dwellings, or to prevent any illegal act, conduct or use in or about the premises of the dwelling.

Section 10.17. Conflict with Other Provisions.

In the event any provision, standard or requirement of this Chapter is found to be in conflict with any provision of any other ordinance or code of the City, the provision which establishes the higher standard or more stringent requirement for the promotion and protection of the health and safety of the residents of the City's jurisdiction shall prevail. The North Carolina Building Code, current edition, shall serve as the standard for all alterations, repairs, additions, removals, demolitions and other acts of building made or required pursuant to this Ordinance.

Section 10.18. Violations.

In addition to the conditions, acts or failures to act that constitute violations specified in this Chapter above, it shall be unlawful for the owner of any dwelling or dwelling unit to fail, neglect or refuse to repair, alter or improve the same, or to vacate and close or vacate and remove or demolish the same, upon order of the Inspector duly made and served as herein provided, within the time specified in such order. It shall be unlawful for the owner of any dwelling, with respect to which an order has been issued pursuant to Section 10.11, to occupy or permit the occupancy of the same after the time prescribed in such order for its repair, alteration or improvement or its vacation and closing, or vacation and removal or demolition.

Section 10.19. Validity.

If any section, subsection, sentence, clause, or phrase of this Chapter is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council hereby declares that it would have passed this Chapter and each section, subsection, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid."

PART TWO. That all ordinances in conflict with the provisions of this Chapter are hereby repealed to the extent of such conflict.

PART THREE. That this Ordinance shall become effective upon its adoption by the City Council of the City of Lenoir, North Carolina.

Adopted this _____ day of _____, 2025.

Joseph L. Gibbons, Mayor

ATTEST:

Approved as to form:

Lauren Hartley, City Clerk

T.J. Rohr, City Attorney



January 2026



Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 City Offices Closed! New Year's Day	2	3
4	5	6 6:00 p.m. City Council Curbside Christmas Tree Pickup Begins	7 9:00 a.m. Staff Mtg	8 6:00 p.m. LBAB (City Hall, 3rd Floor)	9	10
11	12 Noon-City/County Services Committee 5:30 p.m. Planning Board	13 8:15 a.m. Economic Dev. Adv. Committee (Civic Center)	14	15 2:00 p.m. ABC Board	16	17
18	19 City Offices Closed! Martin Luther King Jr. Holiday	20 6:00 p.m. City Council	21 9:00 a.m. Staff Mtg Noon-Foothills Regional Airport Authority	22	23	24
25	26	27 8:30 a.m. Committee of the Whole (City Hall, 3rd Floor)	28	29	30	31

City of Lenoir
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Joseph L. Gibbons, Mayor
Scott E. Hildebran, City Manager
Lauren Hartley, City Clerk