



AGENDA
City of Lenoir
City Council Meeting
905 West Ave. NW, Lenoir, NC 28645
Tuesday, January 20, 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 key to the City to Police Major Couby Stilwell in honor and recognition of his 28+ years of dedicated and outstanding service to the City of Lenoir and its citizens.
- C. Special Recognition: On behalf of City Council, Mayor Gibbons will present a resolution and a framed flag to the City to Master Police Officer Marshall Ruppard in honor and recognition of his 17 years of dedicated and outstanding service to the City of Lenoir and its citizens.
- D. Miss Caldwell County Jaime Logan will share about herself and upcoming plans.
- E. Presentation: Western Piedmont Council of Governments; Catawba River Interbasin Transfer Update, Anthony Starr, Executive Director.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

- A. Code Amendments; Chapter 4, Article 4, Buildings and Building Regulations, Non-Residential Buildings or Structures Standards, and Chapter 10, Minimum Housing Standards (Second Reading): Second 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.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, January 6, 2026, as submitted.
- B. Closed Session Minutes: Approval of the closed session meeting of Tuesday, January 6, 2026 as reviewed by City Council, City Attorney and City Manager.
- C. Resolution: Approval of a resolution in honor and recognition of Couby Stilwell's dedicated and outstanding service to the City of Lenoir and its citizens as submitted.
- D. Resolution: Approval of a resolution in honor and recognition of Marshall Ruppard's dedicated and outstanding service to the City of Lenoir and its citizens as submitted.
- E. Surplus Resolution: Pursuant to N.C.G.S. §20-187.2, Staff recommends City Council adopt a resolution to declare the following police weapon (Sig Sauer P-320 Pistol, Serial Number 58J478614) and police badge of Major Couby Stilwell upon retirement, as surplus and no longer have any additional use to the City of Lenoir as submitted.

- F. Surplus Resolution: Pursuant to N.C.G.S. §20-187.2, Staff recommends City Council adopt a resolution to declare the following police weapon (Sig Sauer P-320 Pistol, Serial Number 58J472258) and police badge of Master Police Officer Marshall Ruppard upon retirement, as surplus and no longer have any additional use to the City of Lenoir as submitted.
- G. Memorandum of Transportation Agreement: Approval of a Memorandum of Transportation Agreement between Caldwell County, County Municipalities, UNC Health Caldwell, and Foothills Medical Transport to provide transportation services to and from UNC facilities of involuntary commitment respondents.

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 Committee of the Whole will meet on Tuesday, January 27 at 8:30 a.m. at City Hall, Third Floor.
2. The Foothills Regional Airport Authority will meet on Wednesday, January 28 at noon.
3. 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

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBER

X. ADJOURNMENT



RESOLUTION

In Recognition of Dedicated Service



WHEREAS, on the 15th day of January, 1998, Couby Lynn Stilwell was appointed Patrol Officer II by Chief Jack Warlick and has admirably and with great distinction, served the citizens of Lenoir during the tenures of five Police Chiefs;

THAT, Couby has formed close relationships with his genuine concern and dedication to duty; and has contributed to the success of the department and community, with the support of his wife, Tracy.

THAT, due to his dedication and diligence in performing in an exemplary manner, Couby advanced through the ranks, being promoted to Sergeant over the Patrol Field from 2003 to 2006, until his promotion to Patrol Lieutenant. In 2009, he transferred to the Investigations Division as Lieutenant, where he served in that capacity until 2013, at which point he was promoted to Captain. Couby served as the Commander over Investigations until transferring into Support Services in 2020, where he served until being selected as the department's Major in 2025;

THAT, Couby has been invaluable as a Mentor for new officers, the school system and City's Customer Service Team. He has served on Assessment Boards and contributed to the success of the department as a Member of the Special Response Team, where he received the Top Gun Award a total of four times. Couby has been instrumental in developing the department's Nuisance and Code Enforcement, Procurement and Asset program, Investigative Procedures, and Fingerprinting system;

THAT, prior to being hired, Couby received a Bachelor's of Science degree in Criminal Justice, and while serving the city, earned the Advanced Law Enforcement Certificate from the NC Criminal Justice Education and Training Standards Commission and graduated from the 241st Session of the NC FBI National Academy;

THAT, Couby has played an active, vital role in the community, and shown a willingness to go above and beyond what is expected for the department, city, and community. He served as Coordinator for Crime Stoppers, Advisor to the Shelter Home, Liaison for the ABC Commission, and was a Member of the Robin's Nest Multi-Disciplinary Team, Child Protection/Fatality Prevention Team, Opioid Awareness Group, NC Police Executives Association, and FBI National Academy Associates. He has received a number of accolades and awards throughout his career;

THAT, society and law enforcement as a whole has gone through many changes over the last 28 years, and Couby has stayed abreast through those changing trends, making significant contributions throughout his career and humbly serving the citizens of the City of Lenoir and Caldwell County. He will be retiring under the North Carolina Local Government Retirement System on February 1, 2026;

THEREFORE, BE IT RESOLVED, by authority of the Mayor and City Manager, and on behalf of the City Council, that Major Couby Stilwell has been an exemplary employee, and is himself the epitome of the professional Law Enforcement Officer. His contributions to the safety and well-being of the citizens of Lenoir and officers of the Lenoir Police Department will be held in high esteem and remembrance by this governing body, as well as persons impacted by his accomplishments;

THIS, the _____ day of _____, 2026.

Joseph L. Gibbons, Mayor

Scott E. Hildebran, City Manager



RESOLUTION

In Recognition of Dedicated Service



WHEREAS, on the 5th of January, in the year 2009, Marshall Paul Ruppard was appointed as a Patrol Officer for the City of Lenoir Police Department by Chief Joey Reynolds and has admirably and with great distinction, served the citizens of Lenoir during the tenures of four Police Chiefs;

THAT, Marshall has formed close relationships with his genuine concern and dedication to duty; and has contributed to the success of the department and community, with the support of his wife, Gina.

THAT, due to his diligent performance and exemplary leadership skills, Marshall has served on the department's Honor Guard, Special Response Team as Negotiator, Critical Stress Management Team, Bike Patrol, and Customer Service Team for both the department and city;

THAT, Marshall has been invaluable as a Recruiter and Mentor to new officers and has served in a number of capacities to include General Instructor, Field Training Officer, Child Safety Seat Master Technician, Member of Safe Kids, and Vice President of the Fraternal Order of Police. He has been instrumental in developing the downtown parking ordinance, monitoring the Greenway Trail System, and cleaning up city properties. As Downtown Enforcement Officer, he has developed a great rapport with local businesses, the community, and employees from all of the city departments;

THAT, while working for Lenoir, Marshall received the Advanced Law Enforcement Certificate from the NC Criminal Justice Education and Training Standards Commission, completed First Line Supervision, Police Law Institute and served on a number of Committees;

THAT, Officer Ruppard has played an active, vital role in the community and shown his willingness to go above and beyond what is expected. As a vital member of the Community Resource Platoon, he has participated in a number of fundraising events for D.A.R.E., Robins Nest, Shelter Home, and Crime Stoppers, as well as assisted in a variety of programs too numerous to mention;

THAT, Marshall has received a number of accolades and awards throughout his career to include the Certificate of Merit Medal, 15-Year Safe Driver Medal, Officer of the Year, Service Beyond Measure Award for his work at the Soup Kitchen, as well as several Golden Ticket awards put forth by city staff members for witnessing him provide outstanding customer service;

THAT, society and law enforcement has undergone many changes and challenges over the last 17 years, and Marshall has stayed abreast through those changing trends to remain an effective leader, role model and mentor to all whom he meets;

THAT, Marshall has humbly served the citizens of the City of Lenoir and Caldwell County and will be retiring under the North Carolina Local Government Retirement System on February 1, 2026;

THEREFORE, BE IT RESOLVED, by authority of the Mayor and City Manager, and on behalf of the City Council, that Master Patrol Officer Marshall Paul Ruppard been an exemplary employee and is himself the epitome of the professional Law Enforcement Officer. His contributions to the safety and well-being of the citizens of Lenoir and officers of the Lenoir Police Department will be held in high esteem and in remembrance by this governing body, as well as all persons impacted by his accomplishments, generosity, and compassion for those in need;

THIS, the _____ day of _____, 2026.

Joseph L. Gibbons, Mayor

Scott E. Hildebran, City Manager

Jaime Logan-Miss Caldwell County

This past year, I had the opportunity to serve as Miss Cabarrus County within the Miss America Inc., and this June I will return to compete for the title of Miss North Carolina 2026, as Miss Caldwell County. I was fortunate to spend the year volunteering at 130+ community events, traveling the country speaking with future sports professionals, and continuing to learn and grow in my role with the Carolina Panthers. Being part of the Carolina Panthers organization is truly a dream come true. As the Inside Sales Manager, there's nothing more fulfilling than mentoring team members, helping them grow their skills, and watching them flourish in their careers. I feel incredibly fortunate to do this work alongside an amazing team, in the place I love. I'm truly humbled by the recognition along the way, including being named to Charlotte's Top 30 Under 30 and receiving the M. Elton & Jerry Hendricks Athletic Alumni Award from Methodist University. Thankful for the lessons, the people, and the opportunities that 2025 brought - and excited for what 2026 has in store.



Catawba River Interbasin Transfers Update

Lenoir City Council

January 20, 2026



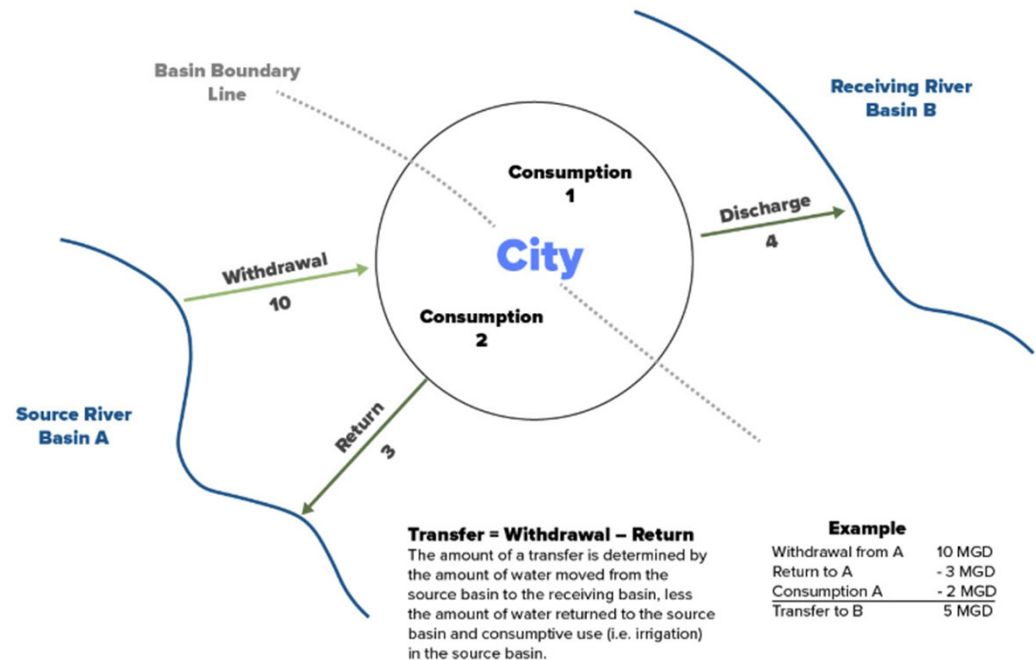
Presentation Agenda

- 1. Background: Interbasin Transfers**
2. The Catawba River Basin
3. Charlotte Water's Request + Impacts
4. Alternatives Available to Charlotte
5. Catawba River Coalition
6. Legislative Study
7. Questions



What is an interbasin transfer?

- Water is removed from one basin, consumed/used in a jurisdiction, and then discharged into another basin.
- IBTs can be **harmful** to the jurisdiction losing water and beneficial to jurisdiction getting water.





What the experts say about IBTs

Interbasin Water Transfers in the Western United States

(David Getches, Univ. of Colorado)

“When water is removed from an area it almost invariably causes **economic and environmental impacts**. These impacts are the greatest in the case of transfers from one basin to another. . .”

“When water supplies are committed to exports, it **discourages investments in new businesses** that require water. The transfer of water to another watershed therefore deprives the area of origin of water that could be used for economic growth in that area of origin.”

“Less economically advantaged areas. . .rarely have sufficient political power to prevent or alter plans to de-water their watersheds.”

Are intra- and inter-basin water transfers a sustainable policy intervention for addressing water scarcity?

(Ariel Dinar, Univ. of California - Riverside)

“One of the most **extreme** policy interventions is to build infrastructure to move water from locations where it is abundant to locations facing scarcity.”

“Compared with water conservation measures, IBTs involve **far more problems** that could arise along a more distant horizon.”



Current Catawba River IBTs

- **Charlotte Water** has a 33 million gallons per day interbasin transfer certificate (2002).
- **Concord Kannapolis** has a 20 million gpd interbasin transfer certificate: 10 million gpd from the Catawba and 10 million gpd from the Yadkin (2007).
- The Town of **Mooreville** has a pre-existing interbasin transfer allowance of 9.54 million gpd.



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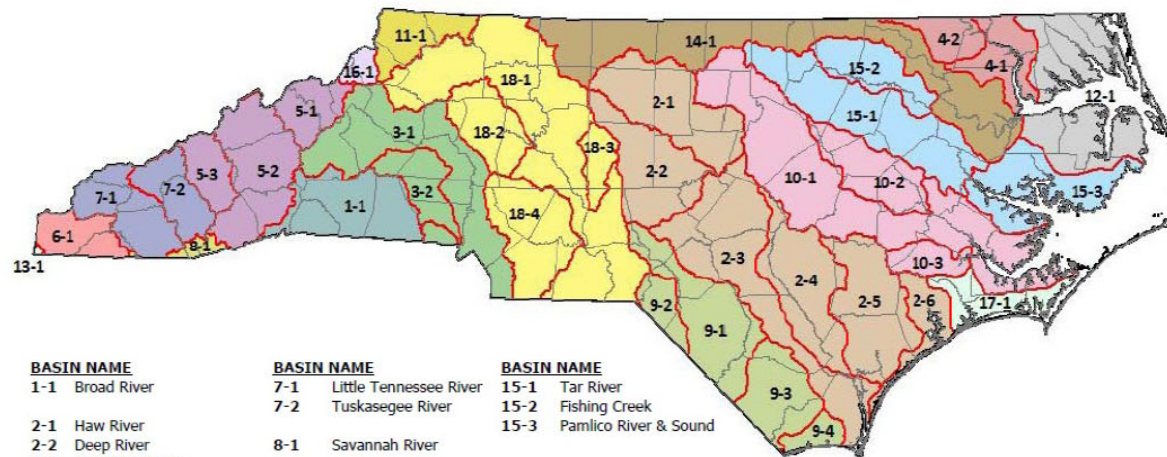
*"Precipitation deficits during the 1998-2002 drought for some locations in North Carolina were among the **largest documented since the beginning of systematic collection of weather data.**"*

– US Geological Survey



The river basins of North Carolina

Designated Interbasin Transfer River Basins
As defined in G.S. §143-215.22G



BASIN NAME

1-1 Broad River

2-1 Haw River

2-2 Deep River

2-3 Cape Fear River

2-4 South River

2-5 Northeast Cape Fear River

2-6 New River

3-1 Catawba River

3-2 South Fork Catawba River

4-1 Chowan River

4-2 Meherrin River

5-1 Nolichucky River

5-2 French Broad River

5-3 Pigeon River

6-1 Hiwassee River

BASIN NAME

7-1 Little Tennessee River

7-2 Tuskasegee River

8-1 Savannah River

9-1 Lumber River

9-2 Big Shoe Heel Creek

9-3 Waccamaw River

9-4 Shallotte River

10-1 Neuse River

10-2 Contentnea Creek

10-3 Trent River

11-1 New River

12-1 Albemarle Sound

13-1 Ocoee River

14-1 Roanoke River

BASIN NAME

15-1 Tar River

15-2 Fishing Creek

15-3 Pamlico River & Sound

16-1 Watauga River

17-1 White Oak River

18-1 Yadkin River

18-2 South Yadkin River

18-3 Uwharrie River

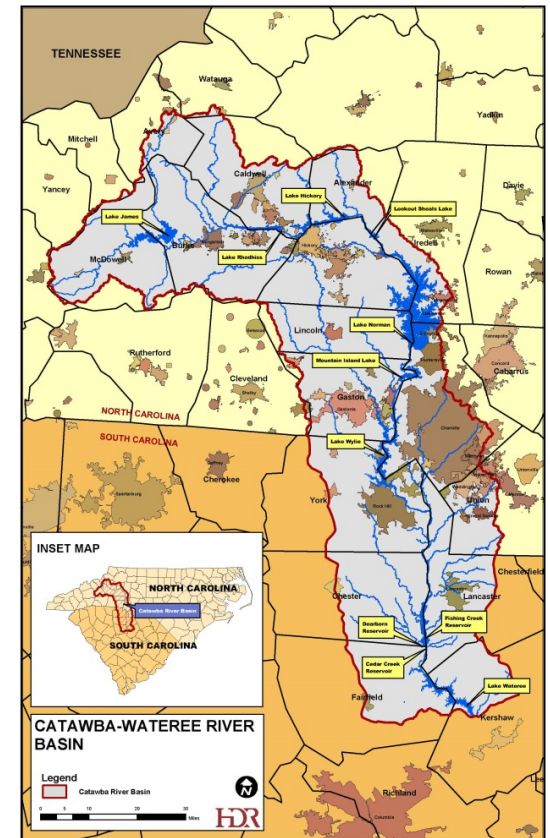
18-4 Rocky River





The Catawba River basin

- **First river in the US completely planned/developed for electricity production**
- **11 interconnected reservoirs licensed by the Federal Energy Regulatory Commission (FERC)**
 - Completed 1904-1963 (spanning 225 river miles)
 - 79,895 surface acres, 1,795 miles shoreline
- **Modest water availability**
 - Avg. inflow – 3,752 million gallons per day (MGD)
 - Avg. annual precipitation – 42 inches
 - **Usable Storage = 776,747 acre-feet = 252 billion gallons ≈ 7% of annual basin precipitation**
- **Duke Energy electric generation – Supports 20% of Duke Energy's generating capacity in the Carolinas**
 - 789 MW clean, renewable, flexible hydropower
 - Cooling water for 7,063 MW coal/nuclear
- **Lots of people**
 - Most densely populated river basin in NC
 - 2 states, 17 counties, 30+ cities
 - Over 25,000 lake neighbors (property values)
 - Over 16 million recreation visits per year
 - Several large industrial water intakes
- **Reservoirs serve as the raw water source for 18 public water systems (2 million customers)**





The Catawba: A threatened river

- “The Catawba-Wateree River basin is experiencing **unprecedented demand for clean water** due to exponential population growth of the Charlotte metropolitan area, which spans several counties in both North and South Carolina.”
- “These threats, combined with predictions of more frequent droughts. . .impair the river’s health and its ability to provide for residents in the future is **at risk.**”
- “Without adequate river flows, utility companies, mills, and manufacturing facilities that depend on the Catawba River **will founder.**”

America’s Most Endangered Rivers™

NUMBER 1

CATAWBA-WATEREE RIVER

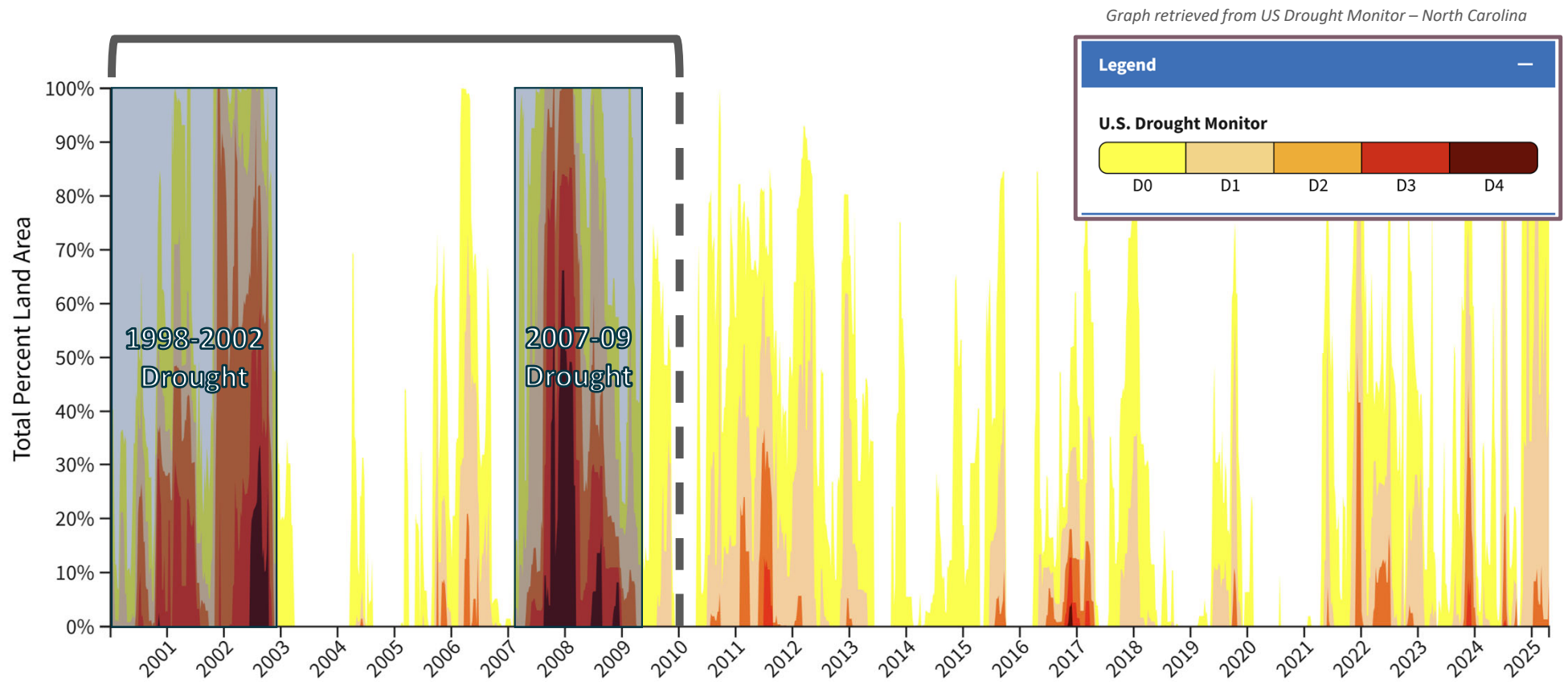
NORTH CAROLINA, SOUTH CAROLINA

THREAT: OUTDATED WATER SUPPLY MANAGEMENT

Source: American Rivers: America’s Most Endangered Rivers™

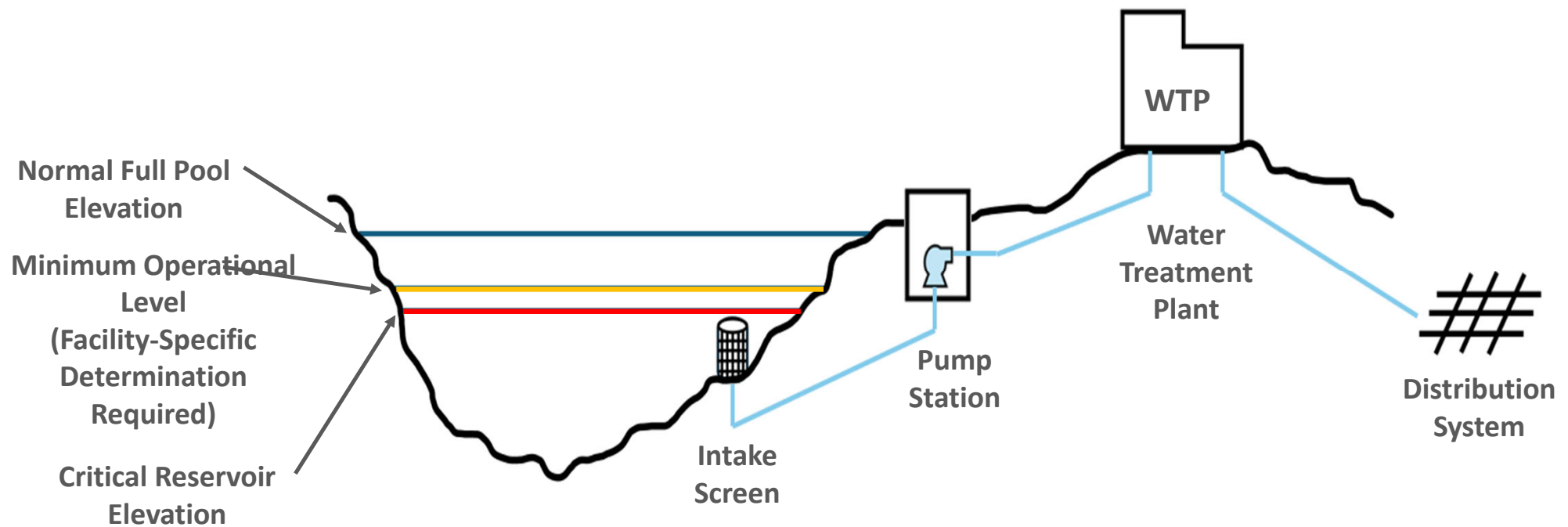


The Catawba: A threatened river





Technical impacts of a drought





The 1998 - 2002 drought

- USGS: “Precipitation deficits during the 1998-2002 drought for some locations in North Carolina were among the **largest documented since the beginning of systematic collection** of weather data.”
- Catawba River Basin suffers the worst of it: “The largest deficits occurred **primarily in the western Piedmont** and were as much as 60 to 70 inches in some locations during the 4-year period,” with Hickory leading the entire state in reduced precipitation.
- 2001-02: Lake James cannot reach target elevations necessary to sustain downstream water needs
- Summer 2002: Duke Energy says water intakes in some reservoirs will be exposed if drought lasted another year

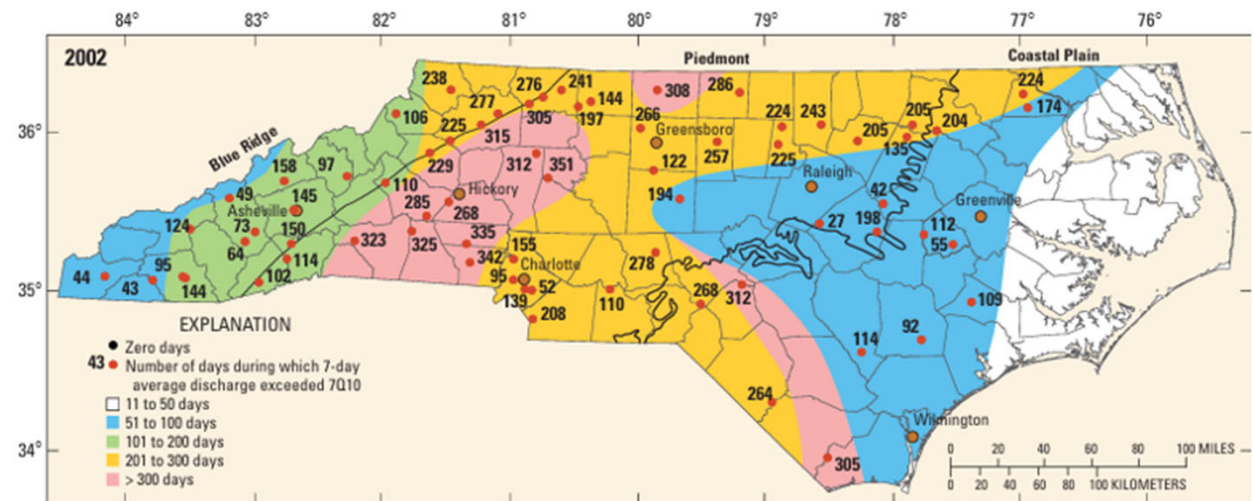


Image from USGS, “The Drought of 1998–2002 in North Carolina — Precipitation and Hydrologic Conditions.”



The 2007-2009 drought

- Most severe North Carolina drought in recorded history
- October 2007 Hickory press release: “The goal in August and September was to reduce water use by five to ten percent, and now there is a need to reduce water consumption by more **than 20 percent.**”
- NC DEQ: Portions of the basin dropped below normal levels **by 8-10 feet**
- Low Inflow Protocol (LIP) Stage 3 declared (second-highest stage); aspects of LIP 4 were implemented
- Lake Norman dropped to just 3.1 feet above cooling intake for nuclear power plant
- Meanwhile, Charlotte continued pulling water from the Catawba and **lost more than 19%** of every gallon it took (source: Charlotte Water) – **23 mgd lost each day**





Charlotte IBT and Conservation Targets

- Charlotte Water published its water conservation goals for **extreme** droughts as a **10-20% reduction**
- Charlotte Water uses about 124.55 million gallons per day
- A 10-20% conservation reduction is about 12.5 to 25 mgd for Charlotte Water
- The potential Charlotte Water IBT is 63 mgd
- Charlotte is proposing to transfer 2.5 to 5 times more water than it hopes to conserve during extreme droughts





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2. The Catawba River Basin
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Charlotte Water's request + impacts

- Charlotte has existing approval for an interbasin transfer of 33 mgd
 - This IBT was originally projected to meet demands until 2030
- In 2024, Charlotte announced its intent to request an increase of 30 million gpd, bringing the **total transfer to 63 mgd**
- The 30 mgd IBT increase will serve about 300,000 more people in eastern Mecklenburg**
- Charlotte Water's request has **economic, financial, and legal consequences** for community that rely exclusively on the Catawba River Basin for their water needs



Notice of Intent

JD Solomon, Chair
North Carolina Environmental Management Commission
c/o EMC Recording Clerk
Robin Smith Law Office PLLC
P.O. Box 2343
Chapel Hill, N.C. 27515

February 22, 2024

Subject: Charlotte Water Notice of Intent to Request Increase to Interbasin Transfer Certificate

Charlotte Water respectfully submits this correspondence as our Notice of Intent (NOI) to submit a request to the Environmental Management Commission (EMC) to modify our existing Interbasin Transfer (IBT) Certificate dated 2002. Our projections of future water needs indicate that approval of an increased IBT will be needed soon, and we are beginning the process to meet that need. We are refining the projections and will provide them as part of future correspondence. This request also includes a change from a maximum day basis to a maximum month basis is requested to be consistent with the current statute and regulations. As required by the December 3, 2010, Settlement Agreement between North Carolina and South Carolina, Charlotte Water will prepare a state Environmental Impact Statement (EIS) in support of its application to the EMC. We will work closely with the North Carolina Department of Environmental Quality (NCEQ) throughout that process. The IBT rate will be refined during that process.

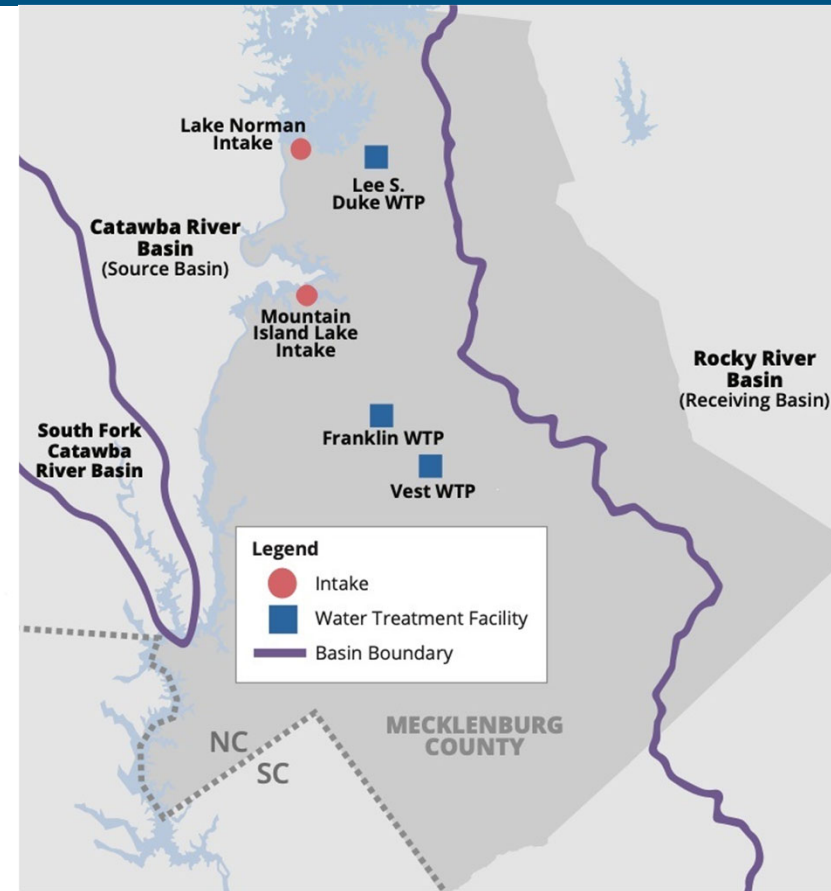
Charlotte Water is a regional leader in water resource management - extending its impact beyond Mecklenburg County, delivering essential water and sewer services to the region. We also actively collaborate with regional partners to ensure the sustainable management and preservation of water resources.

Charlotte is rapidly growing metropolitan area, and the service areas contributing most to the IBT, such as the Mallard Creek basin, are growing at an even faster rate. To address the growing need for water and wastewater services, Charlotte Water engages in long-term planning and water infrastructure development. Charlotte Water has been in the process of planning for water and wastewater infrastructure in these areas over the past few years and has been refining its estimates of the required IBT rate to meet these growing needs.

Charlotte Water has reviewed the statutory requirements at §143-215.22L and we are committed to following the required process and working cooperatively with the NCEQ and the EMC throughout the process.

Charlotte Water 4222 Westmont Drive, Charlotte, NC 28217 charlottewater.org

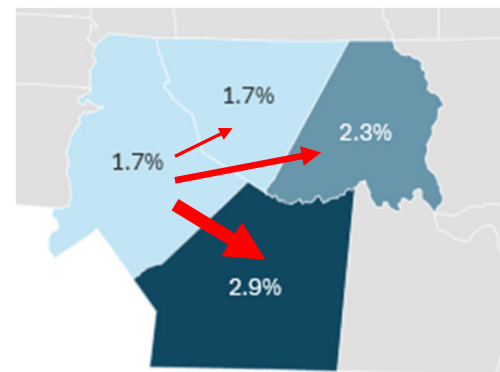
Operated by the City of Charlotte





Charlotte Water's request: Economic impacts

- Charlotte's request would **harm basin communities** economically and **benefit Charlotte**:
 - WNC needs water capacity for commercial and industrial growth. But that **growth can't happen** if WNC's only water source is transferred to Charlotte.
 - Charlotte population is migrating to adjacent counties, especially Union County (fifth-highest growth in NC). **WNC cannot accommodate its own residential growth** if its water is used to accommodate Charlotte's instead.
- "When water supplies are committed to exports, it discourages investments in new businesses that require water. The transfer of water to another watershed therefore **deprives the area of origin of water that could be used for economic growth** in that area of origin." (Univ. of Colorado)



Population growth, 2022-23.
Carolina Demography.





Charlotte Water's request: Economic impacts

“Previous studies have indicated that by mid-century (i.e., 2050), the **safe yield for many of the Basin's reservoirs will be exhausted**. This water supply limitation creates significant challenges for those who depend on the river, and it makes **continued population and economic growth beyond that point unsustainable.**”

– Catawba-Wataree Water Management Group (2014)

Catawba-Wataree Water Management Group | Water Supply Master Plan
Executive Summary

1.0 Executive Summary

1.1 Introduction

The Catawba-Wataree River Basin (Basin) has long provided a source of water to sustain human existence in the foothills and piedmont of North and South Carolina. The river derives its name from the Catawba and Wataree Indian Tribes that made this area their home prior to the European settlement of the Americas. The surface waters of the Basin have played a critical role in the development of key areas in North and South Carolina (see Figure 1-1). Today, nearly two million people depend on the river and its tributaries for safe drinking water, power generation, industrial processes, crop and livestock production, recreation, and other uses. Previous studies have indicated that by mid-century (i.e., 2050), the safe yield for many of the Basin's reservoirs will be exhausted. This water supply limitation creates significant challenges for those who depend on the river, and it makes continued population and economic growth beyond that point unsustainable.

The Catawba-Wataree Water Management Group (CWWMG) has completed this Catawba-Wataree River Basin Water Supply Master Plan (Master Plan) recognizing that solutions to this water supply dilemma could take decades to implement. The purpose of this Master Plan is to protect, preserve, and extend the available water supply in the Catawba-Wataree River and its 11 reservoirs. The work effort, results, and recommendations outlined herein have been guided by the CWWMG membership, a water supply modeling team comprised of regulatory officials from North and South Carolina, and an outside Stakeholder Advisory Team (SAT).

1.2 Project Co-Sponsors

In support of its mission, the CWWMG seeks to collaborate with co-sponsors to help fund its initiatives and projects, and enhance communication with all stakeholders interested and involved with the management of water resources in the Basin. The CWWMG was successful in securing outside funding support for the Master Plan to offset nearly two-thirds of the project cost as presented in Table 1-1 below.

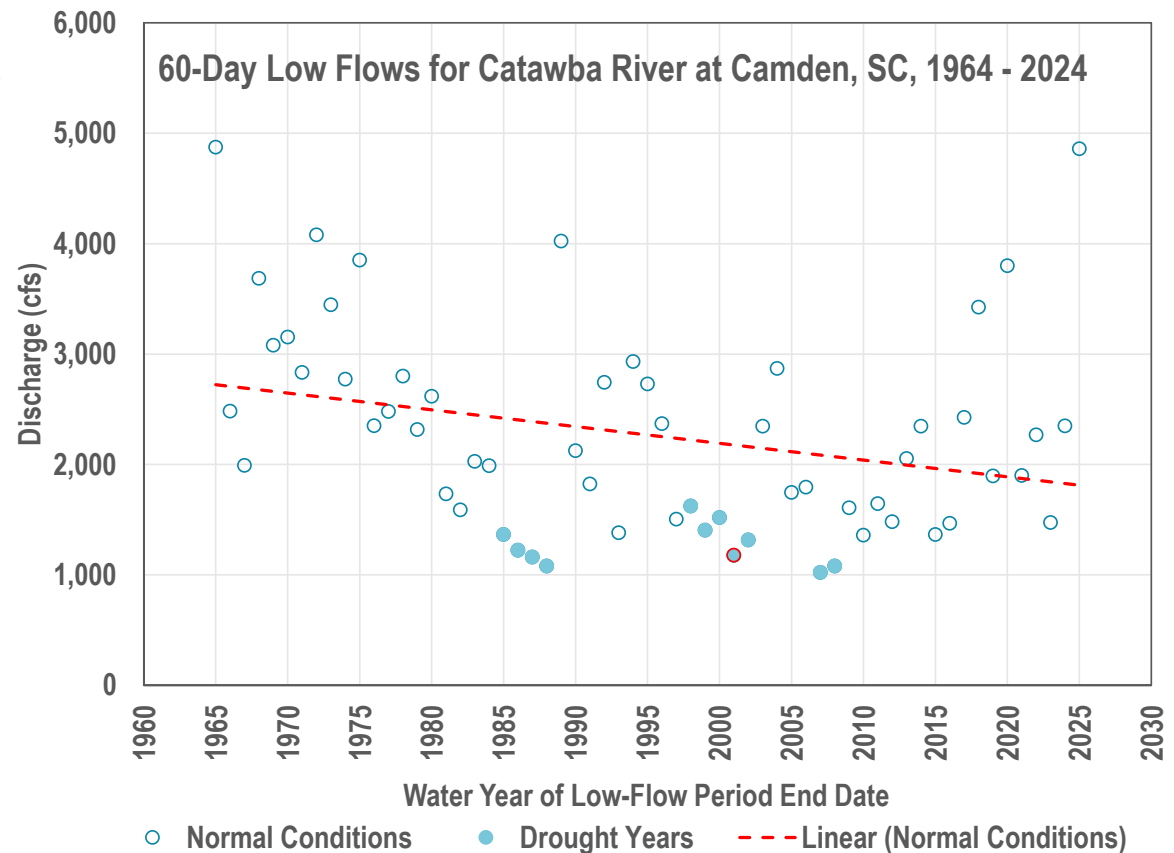
Figure 1-1 Catawba-Wataree River Basin

May 2014 1-1



Charlotte Water's request: Engineering impacts

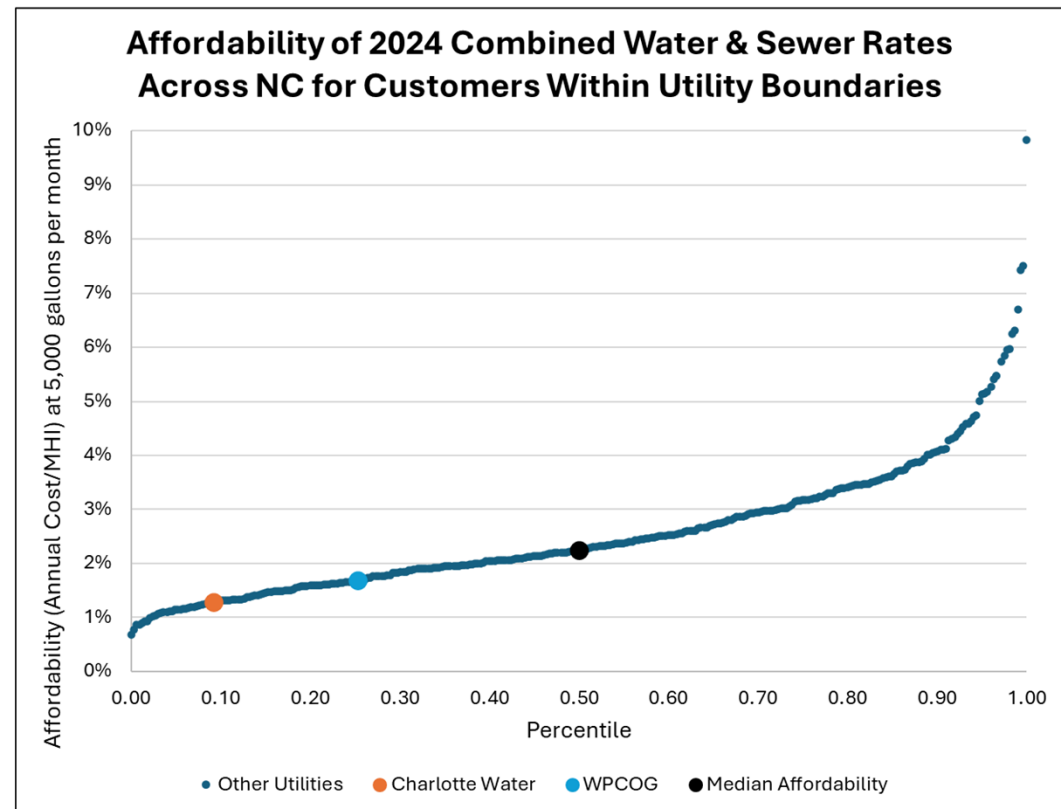
- Trends suggest the availability of water in the basin may be declining.
- Transferring yet more water from the basin would worsen pollutant concentrations.
- Why? If pollutant concentrations stay constant while water volume decreases, the remaining water necessarily has higher concentrations of pollutants.
- That will require more treatment measures, which are expensive.
- Under current policy, basin communities would have to fund those measures, not Charlotte.





Charlotte Water's request: Financial impacts

- Water rates in Charlotte are more affordable as a % of median household income than 90% of other NC utilities. ***CLT customers pay less for the same amount of water. At the same time, CLT Water loses 19% of water treated annually.***
 - Transferring water from the Catawba River basin subsidizes Charlotte customers because it means Charlotte Water can avoid infrastructure costs for new water facilities and repairs to existing infrastructure.
 - Catawba River basin communities, meanwhile, will pay even higher rates because of the added mitigation costs on their systems.
- Bottom line: The interbasin transfer means *cheaper* water for Charlotte and *more expensive* water for Catawba River basin communities.





Charlotte Water's request: Legal impacts

- Charlotte secured its first IBT certificate in 2002.
- Now that Charlotte needs more water, it seeks to increase its transfer amount.
- What will happen when Charlotte needs yet more water in the coming decades?
- Approval of this second IBT will entrench the precedent that Charlotte will seek, and win, more and more water from the Catawba River basin for the rest of the century.

“Less economically advantaged areas. . .rarely have **sufficient political power** to prevent or alter plans to de-water their watersheds.” – Univ. of Colorado



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Alternative options for Charlotte Water

- Right now, Charlotte proposes to take water from the Catawba, use it, then discharge it into the Rocky/Yadkin River basin.
 - **Maximum harm** to Catawba River basin communities
 - **Maximum benefit** to Charlotte
- Charlotte has other options to minimize harm to Catawba River basin communities, including:
 - Take water from the Yadkin River basin
 - Return water back to the Catawba River basin
- Both options require infrastructure investments from Charlotte, which Charlotte has historically declined to make.



Above: The Western Wake Regional Water Reclamation Facility, an infrastructure project constructed to maximize water efficiency and resources in the Triangle.



Cost of Charlotte's alternative options

- Charlotte evaluated the cost of both options in 2001 and again in 2020.
 - Either of these options would mitigate the economic growth, engineering, and financial consequences of the IBT to Catawba River basin communities.
 - Charlotte claims the inflation-adjusted cost of these alternatives increased between 10x and 50x from 2001 to 2020.
 - Charlotte Water has a \$651M budget for FY26.³**
 - Charlotte Water plans \$2.3 billion in projects over the next 5 years.**
- Avoiding an IBT only requires about a 12% increase in the CLT Water capital budget over the next 15 years to build the infrastructure to eliminate the IBT

Alternative ^{1,2}	2001 Cost Estimate (constant 2020 \$)	2020 Cost Estimate (constant 2020 \$)
Discharge Water to Catawba River Subbasin	\$16,046,000	\$847,248,930
New Raw Water Source from Yadkin River Basin	\$82,526,000	\$827,759,421

¹ Specifics of proposed IBT alternatives are expected to differ. For example, in 2001 Charlotte estimated costs to pump water to the McAlpine WWTP, while in 2020 Charlotte estimated costs to pump to the McDowell Creek WRF. Charlotte Water provided limited details, regarding both the basis for cost estimates and specifics of each alternative, in both 2001 and 2020.

² In 2020, Charlotte Water evaluated several other alternatives. These alternatives are not included as they were not evaluated in 2001 and are a similar cost to the 2020 alternatives analyzed.

³Source: [WC - City of Charlotte BB FY26](#), page 212

⁴Source: Charlotte Water Website - [FY26-30 Public Handout \(Final\).xlsx](#)



Cost of Charlotte's alternative options

- Charlotte has not invested in alternative water source projects in the 21st century.
- Charlotte leaders backed a \$0.01 sales tax increase for transit infrastructure.
- Charlotte received \$141 million in federal pandemic funding that could be used for “necessary investments in **water, sewer, or broadband infrastructure.**”
 - Charlotte said: “The city is not currently planning to use any Local Fiscal Recovery Funding on infrastructure projects.”
- Bottom line: Charlotte **pays less** for water; **received** federal funds for water infrastructure (but didn't use them for that purpose); **supported a tax increase** for other non-water infrastructure. **They have the means, just not the desire, to pursue alternatives for water.**



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7. Questions



Catawba River Coalition

- At the request of local governments, the WPCOG is providing coordination of our region's discussions and response to the Charlotte IBT request.
- The EMC will hold a public hearing on the Environmental Impact Statement (EIS) sometime after the EIS is submitted (2026 or 2027).
- The coalition includes local governments from Alexander, Burke, Caldwell, Catawba, and McDowell Counties.



Coalition Key Points

- Our region's future growth could be limited because of these large IBTs.
- We are not opposed to Charlotte growing. We just do not want that growth to occur at our expense.
- The limited resources of the Catawba River should not be used to subsidize huge growth outside the river basin.
- Charlotte should implement policies and infrastructure improvements to avoid IBTs.
- IBTs could make the impacts of severe droughts worse for other communities along the Catawba River.



Presentation Agenda

1. Background: Interbasin Transfers
2. The Catawba River Basin
3. Charlotte Water's Request + Impacts
4. Alternatives Available to Charlotte
5. Catawba River Coalition
- 6. Legislative Study**
7. Questions



H. 850, Interbasin Transfer Moratorium/Study

- July 2025: H. 850, Interbasin Transfer Moratorium/Study, enacted into law
- Imposes a two-year moratorium on new IBTs or IBT expansions exceeding 15 million gpd.
- Directs the North Carolina Collaboratory at UNC-Chapel Hill to study the issue and provide recommendations to NCGA upon convening in 2027.
- Collaboratory study is in the early stages.



Legislatively Required Study Topics

Collaboratory directed to:

1. Study the current statutory process for approval of surface water transfers.
2. Provide any recommendations for legislation revising that process that the Collaboratory finds is needed.

Study should include:

1. Adequacy of the Environmental Impact Statement requirements.
2. Economic impact to lower income and lower population communities.
3. Determine if the process reflects the impact of climate trends that impact water flows.
4. Incentives regarding land use, infrastructure, and drought polices to reduce future IBTs.



Our Priority Requests for the Study

- Our legislative advocacy includes, and we request these policy options be considered in, the study:
 1. A “shot clock” for large interbasin transfers, such that IBTs are temporary and time-limited.
 2. A drought mitigation fund for impacted communities to use if an IBT is approved within the relevant basin.



What coalition members can do

1. Respectfully engage your state legislators using the key points; WPCOG has additional points and data to support your advocacy.
2. Respectfully engage the Collaboratory to share your local perspective.
3. The next 50 years of growth in our region will be determined by this issue. Please use every opportunity to keep the issue **at the forefront of people's minds.**



Presentation Agenda

1. Background: Interbasin Transfers
2. The Catawba River Basin
3. Charlotte Water's Request + Impacts
4. Alternatives Available to Charlotte
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6. Legislative Study
- 7. Questions**

CITY OF LENOIR
COUNCIL ACTION FORM
January 20, 2026

I. Agenda Item:

Public Hearing and second reading of an ordinance 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:

Adoption of the attached ordinance on second reading.

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, and a first reading on January 6, 2026, conducted a public hearing on the _____ day of _____, 2026, 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) Where required by the Building Inspections Department, the owner shall obtain a demolition permit prior to demolition.
- (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 _____, 2026.

Joseph L. Gibbons, Mayor

ATTEST:

Approved as to form:

Lauren Hartley, City Clerk

T.J. Rohr, City Attorney

**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, and a first reading on January 6, 2026, conducted a public hearing on the _____ day of _____, 2026, 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:

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 or 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 _____, 2026.

Joseph L. Gibbons, Mayor

ATTEST:

Approved as to form:

Lauren Hartley, City Clerk

T.J. Rohr, City Attorney

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 amendments to the Lenoir Code of Ordinances; Chapter 4, Article 4, Buildings and Building Regulations, Non-Residential Buildings or Structures Standards, and Chapter 10, Minimum Housing Standards on **Tuesday, January 20, 2026** 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 Planning Department, Monday-Friday, 8:30am - 5:00pm, and at www.cityoflenoir.com/publichearings.

City of Lenoir

Lauren Hartley, City Clerk

Please publish on Tuesday, January 13, 2026.

**LENOIR CITY COUNCIL
MEETING MINUTES
TUESDAY, JANUARY 6, 2026
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, David Stevens, 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 Utilities Director Jeff Church, City Parks & Recreation Director Phil Harper, Communication & Public Information Director Joshua Harris, Public Services Public Works Director Jon Hogan, Fire Chief Norman Staines, Police Chief Andy Wilson, Planning Director Hannah Williams, and Community Engagement Coordinator Ashley Smith.
- ABSENT:** Economic Development Main Street Director Brenda Floyd.

I. CALL TO ORDER

Mayor Gibbons made the following announcements:

1. He thanked all the city staff for a wonderful job during this holiday season.
2. Mayor Gibbons announced the former City Manager, Lane Bailey's mother in-law, Margaret Langston passed away. She was a resident of Lenoir prior to her move to Salisbury.
3. City Attorney TJ Rohr's father in-law Rev. Herman Hicks passed away, of Morganton.

Mayor Gibbons said to please keep these families in your thoughts and prayers.

- A. Moment of Silence & Pledge of Allegiance
- B. On behalf of City Council, Mayor Gibbons presented a resolution and a key to the City to former 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.

Todd Perdue said it has been a pleasure to serve the last 22 years and to be able to represent the citizens of Lenoir as a member of the City Council. Due to his wife's health needs he decided to resign and also has moved outside of the city to accommodate her needs. He said this council is in great shape with a wonderful new member, Rebecca Dellinger and David Stevens being able to continue the two-years left on his term.

Todd Perdue said the thing he will remember most about his time on council is how everyone got along and never let politics or personal agendas get in the way of what's right for the city. He commended the City Manager, Scott Hildebran on being an excellent manager. He stated he has great memories of his time on council and there are great things ahead for the city.

- C. Cynthia Randolph, CPA, PLLC presented the FY2024-2025 Annual Audit to City Council. Ms. Randolph thanked City Council, Finance Director Donna Bean, City Manager Scott Hildebran along with staff for the great job and assistance. She shared the FY2024-2025 annual audit was submitted to and was approved by the Local Government Commission (LGC). Ms. Randolph did issue an unmodified opinion, which is normal for an audit for financial statements. The City has a federal and state single audit. As of June 30, 2025, there were no material weaknesses or sufficient deficiencies in compliance or internal controls that needed to be noted in the audit and no financial performance indicators to report. Ms. Randolph reported the change in the general fund balance was \$3,399,204 and the general fund expenditures increased by 827,358. The change in the fund balance for the special revenue funds was a decrease of 394,035. The City's tax collection rate is 97.1%. The Water and Sewer Enterprise Fund had a change in net position increase of \$1,749,792. Ms. Randolph remarked the City is in excellent financial condition.

Councilmember Stevens thanked Financial Director Donna Bean for her work and said the City employees take this seriously and looks for ways to save money.

Mayor Gibbons thanked everyone for a great audit.

Upon a motion by Councilmember Stevens, City Council voted 7 to 0 to accept the FY2024-2025 Annual Audit, as presented.

A copy of the audit is available for viewing on the city's website.

II. MATTERS SCHEDULED FOR PUBLIC HEARING:

- A. A public hearing was held for the second reading for Code Amendment; Unauthorized or Improper Use of Public Places/Trespassing Ordinance 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.

Mayor Gibbons opened the public hearing and asked Police Chief Andy Wilson to come speak about the ordinance.

Police Chief Andy Wilson said the ordinance amendment before council tonight is intended to update our current code to provide clear and consistent guidance for the use of public spaces across the city. Chief Wilson said the language in the ordinance amendment reflects information from legal counsel and regional partners, including Western Piedmont Council of Governments and the Homeless Response Team. In sections 13-15 which was previously limited to parks and recreation facilities only has expanded to city properties, bridges, streets and other similar public areas.

Chief Wilson said the enforcement part emphasizes involuntary compliance, arrest is not the go to. The emphasis is to keep public places safe, accessible and usable for everyone.

Councilmember Thomas asked if someone wanted to camp out at one of our parks this would apply to them, this would not be for any particular group of individuals.

Police Chief Wilson replied yes, this ordinance would apply to anyone doing prohibited things in public places.

Mayor Gibbons asked if anyone would like to address the council concerning this public hearing.

Charles Senf at 2354 Happy Hollow Lane stated his concerns with the presented ordinance and suggested it be postponed.

Yokefellow Executive Director Sharon Harmon of 115 Haigler Road SE commended the Lenoir Police and stated they are wonderful to work with. She spoke about the previous LEO's shelter that opened in 2014, but is now closed. She spoke about the homeless outreach programs and stated she has not seen any outreach activity for months.

Director of Community and Economic Development for Western Piedmont Council of Governments Ben Willis of 2650 Hillwood Drive stated the Western Piedmont Council of Governments has many departments including a Homeless Response Team. He spoke about the outreach and help that is available. He said the team would be happy to come to any organization to speak about what they offer. Their Planning Department was involved with the review of this proposed ordinance amendment and matched what other similar municipalities in the regions have adopted.

M. Leonardo Chumbimuni of 105 Winchester Drive expressed his concern about the homeless and how this ordinance may cause harm. He spoke about how there is a better solution than policing the homeless.

Councilmember Thomas said the time she has been on council she has not been aware of the homeless population having massive arrests and has not received phone calls about the homeless being picked up and harassed.

Police Chief Andy Wilson replied there have been no major arrests due to homelessness. Chief Wilson said the focus of this ordinance is not arrest, that is the last resort. The ordinance regulates the use of properties and does not have anything to do if you are homeless.

City Manager Scott Hildebran said this ordinance cleans up and clarifies what the policies and regulations are for city properties.

Councilmember Beal said he has spent a shift riding with the police department and most of the calls were reports of a suspicious person, the level of compassion from the Police Department on these calls were outstanding. Beal said there was no arrest because vagrancy is not a crime in North Carolina.

Beal said this specific ordinance is speaking about outside locations that are city property, which are paid with tax dollars. The council is here to protect those properties that the tax payers pay for. Beal said this ordinance is for protection and to make sure everyone has a safe experience in any of our public places.

Emmanuel Lazo of 1601 North Main Street said he would see the homelessness in the parks and asked what happens when you tell them to leave. He expressed his concerns about informing homeless of their options.

Mayor Gibbons said Mr. Willis spoke about the resources available through the Homeless Outreach Program, Yokefellow, and other places.

Mayor Gibbons closed the public hearing and opened it up for council.

Upon a motion by Councilmember Beal, City Council voted 7 to 0 to approve the ordinance amendment, as presented.

- B. A public hearing was held for 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.

Mayor Gibbons opened the public hearing and asked Radford Thomas to come speak about the project.

Thomas said they are applying for two grants. One is for cleaning up the old Broyhill property, that the city owns. The other is another assessment grant that can be used to help our local individuals to inform them on how to market their property. This public hearing was published in the newspaper for public comment.

Greg Icenhour with Mid Atlantic Associates, LLC, spoke about the two grants they will be applying for. The goal for these would be to be able to put these properties in economic reuse. In total the grants would be a total of \$1 million of Brownfield related funding.

Marta Lazo of 1601 North Main Street said the Brownfield program helped her on the building she owns on North Main Street. She has referred this program to others.

Mayor Gibbons closed the public hearing. No action was needed from City Council.

III. CONSENT AGENDA ITEMS:

Mayor Gibbons presented the following 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.

Upon a motion by Councilmember Thomas, City Council voted 7 to 0 to adopt the above

listed items (A through F) on the Consent Agenda as listed and recommended.

IV. REQUESTS AND PETITIONS OF CITIZENS

Charles Senf of 2354 Happy Hollow Lane spoke to council about having a resolution on this date because of the assault of the capital on coming close to losing our rights and citizenship.

M. Leonardo Chumbimuni of 105 Winchester Drive spoke on behalf of Pastor Ivan de la Cruz. He read a letter from him stating he serves at a church and the citizens of Lenoir and surrounding communities. He spoke about the families that have been affected by ICE.

Marta Lazo of 1601 North Main Street expressed her concerns about the community and the hurt she sees. Lazo said the community needs help for them and a safe haven.

Hilda Grunados of 1302 Harper Ave said she owns a small business in Lenoir. She spoke about her concerns on ICE and harassing the community. She appreciated the support of Lenoir.

M. Leonardo Chumbimuni of 105 Winchester Drive stated his concerns and suggested ideas council can consider on how to control what happened with ICE and for the residents.

Emmanuel Lazo of 1601 North Main Street spoke about how ICE has affected the community. He suggested to City Council on how to address this concern.

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 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

There was no report from the City Attorney.

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

A. Mayor Gibbons recommended the following elected official appointments to be filled:

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)

Upon a motion by Councilmember Thomas, City Council voted 7 to 0 to approve the recommendations, as presented.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

- A. Mayor Gibbons said City Council will now enter into Closed Session and that no action is expected: City Council entered 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.

Upon a motion by Councilmember Prestwood, City Council voted 7-0 to go into closed session.

OPEN SESSION:

- A. Upon a motion by Mayor Pro-Tem Perkins, City Council voted 7-0 to re-enter into session.

X. ADJOURNMENT

There being no further business, Mayor Gibbons adjourned the meeting at 8:24 p.m.

Lauren Hartley, City Clerk

Joseph L. Gibbons, Mayor

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.

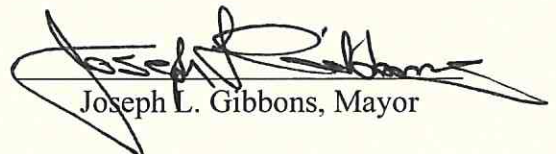
NOW THEREFORE BE IT RESOLVED, that the Lenoir City Council, in regular session assembled this 6th day of January, 2026, hereby expresses sincere appreciation to our friend and colleague, who through his excellent leadership and dedicated service to this City has earned respect and proudly made lasting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

**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.

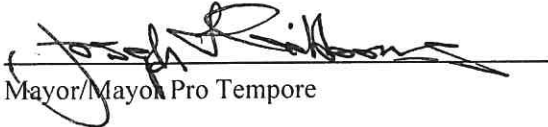
SECTION 2. CODIFICATION. The City Clerk shall cause the Code of Ordinances of Lenoir, North Carolina to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

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 23rd day of December and this 30th day of December, 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 6th day of January, 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.]****

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

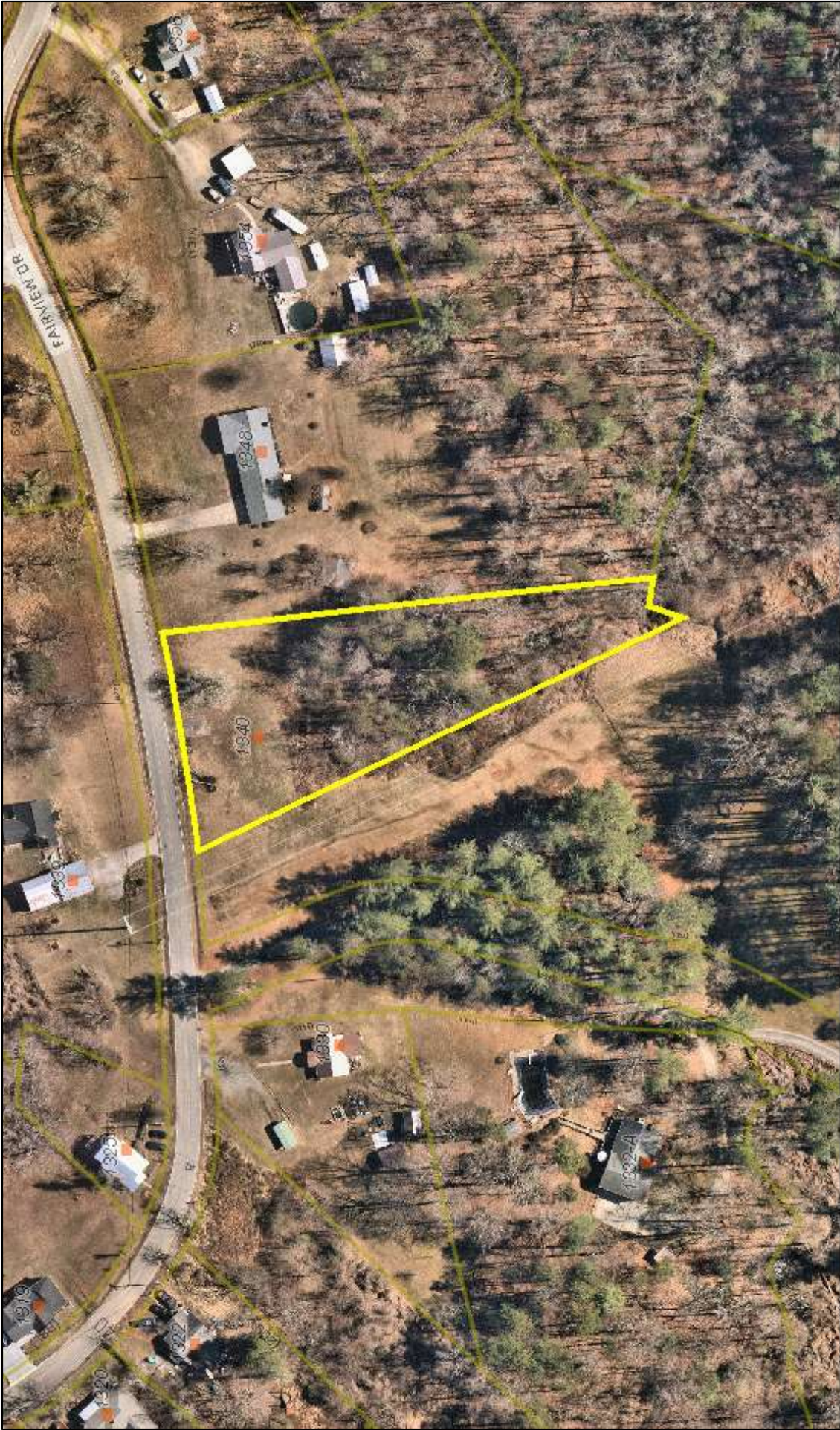
Phone number: 828-499-2364

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



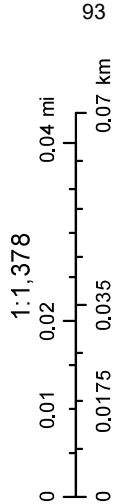
This map is NOT of land survey quality and is NOT suitable for such use.

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.

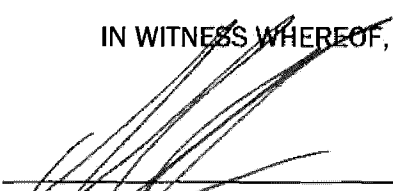
Subject to easements, restrictions and rights of way of record, and matters of survey.

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.

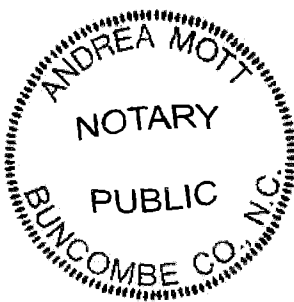
TO HAVE AND TO HOLD the aforesaid tract of land, to Grantee, its successors, heirs and assigns forever, in as full and ample manner as Richard J. Kania, Commissioner, is authorized and empowered to convey the same.

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


Richard J. Kania
Commissioner

(SEAL)

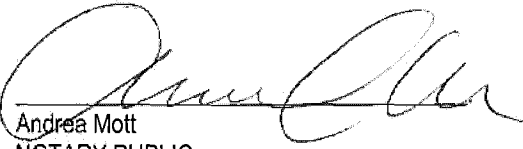
SEAL-STAMP



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**

96
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
December 9, 2025**

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

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



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:

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

**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 or 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



Lenoir Police Department

Council Action Form



I. Agenda Item:

This agenda item calls for the Council to approve the surplus of (2) Sig Sauer P-320 pistols to Major Couby Stilwell and MPO Marshall Ruppard upon their retirement on February 1st, 2026.

II. Background Information:

Major Couby Stilwell and MPO Marshall Ruppard will retire on February 01, 2026. In keeping with longstanding tradition, the City of Lenoir has historically surplused an officer's duty pistol and presented it as a token of appreciation for their service to the law enforcement profession and the City of Lenoir. Major Stilwell has honorably served our community for 30 years, earning numerous accomplishments and recognitions throughout his distinguished career. MPO Ruppard has honorably served our community for seventeen years, earning numerous accomplishments and recognitions throughout his career as well.

III. Staff Recommendation:

Lenoir Police staff recommend surplusizing both Sig Sauer P-320's to Major Couby Stilwell and MPO Marshall Ruppard effective February 01, 2026 upon their last day of service to the City of Lenoir and the Lenoir Police Department.

IV. Reviewed by:

City Attorney: _____ Date: _____

City Manager: _____ Date: _____

Police Major: _____ Date: _____

Police Chief: Chief Andy W. [Signature] Date: 12/23/2025

ALL SURPLUS ITEMS ARE LISTED ON GOVDEALS IN ACCORDANCE WITH CITY OF LENOIR RESOLUTION NO. 6-2007, NC GENERAL STATUTES 160A-270 AND NCGS 160A-270 (c)



Lenoir Police Department

Council Action Form



I. Agenda Item:

Memorandum of Transportation Agreement between Caldwell County, UNC Health Caldwell, and Foothills Medical Transport to provide transportation services to and from UNC facilities of involuntary commitment respondents.

II. Background Information:

It is the policy of the Caldwell County Sheriffs Office to transport persons subject to involuntary mental commitment in accordance with the requirements of NCGS 122C-251. To reduce strain on Sheriffs Office personnel, the Caldwell County Board of Commissioners and UNC Health Caldwell have entered into a Transportation Agreement (TA) covering all individuals who are served with an Involuntary Commitment order within Caldwell County. Per guidance from the NC Department of Health and Human Services and consistent with NCGS 122C-251, all municipal governments are required to adopt a (TA) approved and signed by their governing body. This agreement applies to both in-county and out-of-county transports for individuals committed to a 24-hour facility.

III. Staff Recommendation:

Staff recommends adoption of the attached Memorandum of Transportation Agreement.

IV. Reviewed by:

City Attorney: _____	Date: _____
City Manager: _____	Date: _____
Police Major: _____	01/09/2026 Date: _____
Police Chief: <u>Chip Andy White</u>	01/09/2026 Date: _____



Caldwell County Transportation Plan for Involuntary Commitments

Memorandum of Understanding 2026

This plan integrates recommendations and approaches from the following entities:

- Caldwell County Sheriff's Office
- Lenoir Police Department
- Hudson Police Department
- Granite Falls Police Department
- Rhodhiss Police Department
- UNC Health
- Vaya Health
- Foothills Medical Transport

Definitions:

N.C.G.S. 122C-251(g)

Involuntary Commitment (IVC): The statutory procedure under which an individual is legally required to be transported to and detained at a treatment facility based on a magistrate's or judge's order when they meet the criteria for danger to self/others or need treatment.

IVC Individual/Respondent: The person named in an IVC custody order who requires transport, evaluation/treatment.

Person in Crisis: An individual exhibiting behavior that prompts intervention but may not yet constitute a criminal offense or fully meet the IVC criteria.

Stage One Transport: The response to the scene of the crisis, including interacting with the individual, family friends, or others present, and moving from the point of contact to a secure location for assessment. All agencies will handle "Stage One Transports" within their jurisdiction.



Stage Two Transport: Foothills Medical Transport will transport all respondents to Jonas Hill and/or a secondary facility for further treatment after this agreement is filed.

Third-Party Contractor: (Foothills Medical Transport)- A private entity, approved by the county, and contracted by UNC Health, to deliver transport services for IVC individuals.

This Plan aims to promote the public safety of respondents and responders.

Transportation Agreement Protocols:

Law enforcement from the corresponding jurisdiction in which the person in crisis or the IVC individual encounters law enforcement is responsible for the initial Stage One Transport. Law enforcement shall attempt to locate the respondent at the address provided on the IVC Order or where the magistrate believes the person is physically located. Upon locating the respondent, the officer or deputy shall take them into custody and transport the respondent to UNC Health Caldwell "Caldwell Memorial Hospital" or other approved facility. The Caldwell County Sheriff's Office is responsible for IVC individuals living in the county, outside of the municipal jurisdictions. Effective January 21st, 2026, Foothills Medical Transport will handle all Stage Two transports for the county and municipalities.

Agency Agreements

1. Each party to this Transportation Agreement agrees it is responsible for its own acts and/or omissions and those of its officials, employees, representative and agents in carrying out the terms of this Transportation Agreement and the results thereof to the extent authorization by law and shall not be responsible for the acts and/or omissions of any other Party and the results thereof.



2. It is understood and agreed that each Party's liability may be limited by the provisions or other immunity law applicable to each law enforcement agency. Parties understand and agree that each Party has not waived its rights, immunities and protections provided by law. Nothing contained in this Transportation Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either Party, their respective officials and employees, has or may have.
3. This Transportation agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind among the Parties. Moreover, the rights and obligations of the Parties under this Transportation Agreement will be only those expressly outlined in this Transportation Agreement.
4. This Agreement may be amended by a written Agreement of the Parties.
5. Each term, condition, or covenant herein is subject to and shall be construed in accordance with the North Carolina law and any applicable federal law.
6. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original.

Attached to the Memorandum of Transportation agreement is a copy of the Caldwell County Board of Commissioners resolution supporting involuntary commitment transportation with UNC Health Caldwell and Foothills Medical Transport INC. This will enable Foothills Medical Transport to provide transportation for involuntary commitment respondents in accordance with the terms of the Plan, as approved by the Caldwell County Board of Commissioners on June 9, 2025.



The law enforcement agencies in Caldwell County and the Caldwell County Sheriff's Office, acting under the authority of their respective governing bodies, have caused this Memorandum of Transportation Agreement to be duly executed as set forth below.

Caldwell County Chairman- Randy Church

Caldwell County Sheriff- Kevin H. Bean

Lenoir Police Department Chief- Andy Wilson

Hudson Police Department Chief- Brandon Nelson

Granite Falls Police Department Chief- Brine Branham

Town of Rhodhiss Police Department Chief- Tim Anthony

Caldwell Memorial Hospital, President- David A Lowry

Foothills Medical Transport Inc. – Tommie Fite

**CALDWELL COUNTY BOARD OF COMMISSIONERS
RESOLUTION SUPPORTING INVOLUNTARY COMMITMENT TRANSPORTATION
WITH UNC HEALTH CALDWELL**

WHEREAS, pursuant to N.C.G.S. §122C-251(a), the County has the duty to provide through its law enforcement officers, transportation under the involuntary commitment proceedings of Article 5 of Chapter 122C of the North Carolina General Statutes for (i) citizens of Caldwell County, and (ii) any person taken into custody within Caldwell County limits (collectively referred to as "Transportation Services"); and

WHEREAS, UNC Health Caldwell ("UNC") operates hospitals including emergency departments within Caldwell County; and

WHEREAS, UNC facilities receive mental health patients who are respondents in commitment proceedings pursuant to Article 5 of Chapter 122C of the North Carolina General Statutes and who require Transportation Services from time to time; and

WHEREAS, N.C.G.S. §122C-251(g) permits the Board of Commissioners to designate a private agency's personnel to provide all or parts of the Transportation Services required by involuntary commitment proceedings; provided such designated persons are trained, and provided the County adopts a Plan for Transportation of Caldwell County Involuntary Mental Commitment Respondents (the "Plan") that assures adequate safety and protection of both the public and the person transported; and it further appearing all requirements of Section 251(g) are satisfied; and

WHEREAS, a copy of the Plan as proposed is attached hereto as Exhibit A; and

WHEREAS, UNC maintains a standing agreement with Foothills Medical Transit INC, a trained and Insured private provider ("FMT"), for provision of transportation services to and from UNC facilities (a copy of which is attached hereto as Exhibit B (the "Agreement")); and

WHEREAS, the agreement between UNC and FMT to provide transportation of involuntary commitment respondents will be consistent with the terms of the Plan, as approved by the Caldwell County Board of Commissioners; that FMT personnel will receive Crisis Intervention Training and shall be trained using appropriate training identified by the local LME/MCO in its local area crisis service plan, pursuant to N.C.G.S. §122C-202.2; that FMT will supply proper vehicles for the transportation of respondents; that FMT will provide liability insurance on each automobile at \$1.5 million per DMV requirements and a general liability coverage in the amount of \$1 million per occurrence/\$2 million in the aggregate; that FMT will comply with applicable law in the custody and transportation of residents; and that FMT agrees to indemnify and hold harmless Caldwell County, its employees or agents, and the Caldwell County Sheriff's Office and the Sheriff's employees or agents; and

WHEREAS, the provision of such Transportation Services from UNC facilities by FMT will be at no cost to Caldwell County; and

WHEREAS, as provided in §122C-251 (g) Caldwell County may adopt a plan for transportation of involuntary mental commitment respondents and UNC maintains a contract with FMT consistent with that plan.

NOW, THEREFORE BE IT RESOLVED, that, as permitted by G.S. §122-C-251(g), the Plan as shown on Exhibit A is hereby adopted; and

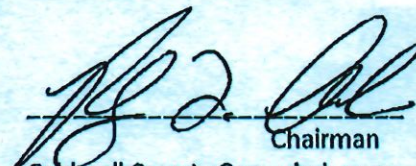
FURTHER RESOLVED, that UNC may engage the services of FMT for transportation of respondents in involuntary commitment proceedings from UNC facilities consistent with Caldwell County's Plan and the Agreement, and comply with the requirements and follow the procedures of Article 5 of Chapter 122C; and

FURTHER RESOLVED, that neither the adoption of this Plan nor the designation of FMT is, or shall be construed as, creating any agency or other relationship between the County, the Sheriff's Office, and FMT; and

FURTHER RESOLVED, that this designation is intended to serve only as the designation required by G.S. §122C-251(g); and

FURTHER RESOLVED, that such approval of FMT is conditional upon FMT's agreement to indemnify and hold harmless the County of Caldwell and its employees or agents, the Caldwell County Sheriff's Department and the Sheriff's employees or agents, and UNC's and FMT's agreement that such Transportation Services will be at no cost to Caldwell County.

Adopted by Caldwell County Board of Commissioners this 9th day of June, 2025.


Chairman
Caldwell County Commissioners

ATTEST:


Clerk to the Board

**EXHIBIT A:
CALDWELL COUNTY PLAN FOR
TRANSPORTATION OF CALDWELL COUNTY INVOLUNTARY
MENTAL COMMITMENT RESPONDENTS**

A. SCOPE OF PLAN

It is the policy of Caldwell County to transport persons subject to involuntary mental commitments (referred to herein as "Respondents") in conformity with the requirements set forth in N.C.G.S. §122C-251. This Plan for Transportation of Caldwell County Involuntary Mental Commitment Respondents (the "Plan"), regarding transportation of Respondents applies to Caldwell County deputies as law enforcement officers, Caldwell County detention officers and any contract transportation provider designated by the Caldwell County Commissioners pursuant to N.C.G.S. §122C-251(g).

B. SERVICE OF INVOLUNTARY COMMITMENT ORDERS ON RESPONDENTS AND INITIAL CUSTODY MUST BE PERFORMED BY A LAW ENFORCEMENT OFFICER

The initial service of the Involuntary Commitment Order upon a Respondent and the initial custody of the Respondent shall be accomplished by a law enforcement officer pursuant to N.C.G.S. §122C-261(e). Once the Respondent has been committed to a 24-hour facility, transportation to and from that facility can be accomplished by a law enforcement officer or anyone authorized to provide transportation to involuntary commitment Respondents pursuant to N.C.G.S. §122C-251(g).

C. TRANSPORTATION OF RESPONDENTS WITHIN CALDWELL COUNTY

Transportation of a Respondent from Caldwell County detention facilities shall be provided by the Caldwell County Sheriff's Office pursuant to N.C.G.S. §122C-251(g) for (1) a Respondent who resides in Caldwell County but outside city limits or (2) a Respondent who is taken into custody in Caldwell County but outside of city limits. Transportation of a Respondent between 24-hour facilities within Caldwell County pursuant to involuntary commitment proceedings may be provided by the Caldwell County Sheriff's Office or by a contract transportation provider designated by Caldwell County pursuant to N.C.G.S. §122C-251(g).

D. TRANSPORTATION OF RESPONDENTS BETWEEN COUNTIES

Transportation between Caldwell County and other counties under involuntary commitment proceedings for admission of a Respondent taken into custody in Caldwell County to a 24-hour facility shall be provided by members of the Caldwell County Sheriff's Office or by contract transportation providers designated by Caldwell County pursuant to N.C.G.S. §122C-251(g).

Transportation between counties under involuntary commitment proceedings for Respondents held in 24-hour facilities who have requested a change of venue for their

District Court hearing shall be provided by members of the Caldwell County Sheriff's Office or by contract transportation providers designated by Caldwell County pursuant to N.C.G.S. §122C-251(g) if the petition for involuntary commitment for the Respondent was initiated in Caldwell County.

Transportation between counties under voluntary commitment proceedings for discharge of a Respondent from a 24-hour facility shall be provided by members of the Caldwell County Sheriff's Office or by contract transportation providers designated by Caldwell County pursuant to N.C.G.S. §122C-251(g) if the discharged Respondent is a resident of Caldwell County. Nothing in this policy prevents a Respondent being discharged from a facility to use their own transportation at their own expense.

E. PROCEDURES FOR TRANSPORT OF RESPONDENTS

Members of the Caldwell County Sheriff's Office or contract transportation providers designated by Caldwell County pursuant to N.C.G.S. §122C-251 (g), to the extent possible, shall advise Respondents, when either taking them into custody or performing transport, that the Respondent is not under arrest, and has not committed a crime, but is being transported to receive treatment for their own safety and that of others.

In providing transportation pursuant to this policy, members of the Caldwell County Sheriff's Office or contract transportation providers designated by Caldwell County pursuant to N.C.G.S. §122C-251(g), may use reasonable force to restrain the Respondent if it appears necessary to protect themselves, the Respondent, or others. Members of the Caldwell County Sheriff's Office or contract transportation providers designated by Caldwell County pursuant to N.C.G.S. §122C-251(g) should carefully read the Involuntary Commitment Order and Petition or seek information from the committing facility to determine if the Respondent presents any danger of assault or escape during the transport.

Any use of restraints shall be as reasonably determined by the officer or contract transportation provider to be necessary under the circumstances for the safety of the respondent, the law enforcement officer or contract transportation provider, and other persons. Every effort to avoid restraint of a child under the age of 10 shall be made by the transporting officer or contract transportation provider unless the child's behavior or other circumstances dictate that restraint is necessary.

All Respondents being transported shall either be secured in a car or van cage, if available. The transportation of Respondents may require the use of restraints other than, or in addition to, handcuffs and waist chains. Restraints used in these situations should restrain the Respondent securely, without causing injury. If special restraints are required to transport a Respondent, the person performing the transport should coordinate with the Caldwell County Sheriff's Office or other facility to obtain use of available appropriate restraints.

If restraints are used, it should also be explained to the Respondent that it will be necessary for the Respondent's safety and the safety of others that the Respondent be handcuffed or otherwise restrained.

In providing transportation of a Respondent, to the extent feasible, there shall be a driver or attendant who is the same sex as the Respondent unless a family member of the Respondent is allowed to accompany the Respondent in lieu of an attendant of the same sex as the Respondent.

F. COUNTY TRANSPORTATION PLAN PURSUANT TO N.C.G.S. 122C-251(g)

Caldwell County Sheriff's Officers or any person or firm contracted to provide transportation of involuntary commitment Respondents shall be subject to the terms of this Plan and shall be trained using appropriate training identified by the local LME/MCO in its local area crisis service plan, pursuant to N.C.G.S. §122C-202.2. In this manner, this Plan and any approved training plan shall assure adequate safety and protections for both the public and the Respondent.

An agency, corporation, or entity shall not be designated to provide transportation pursuant to this plan without the written consent of that agency, corporation, or entity.

Caldwell County Sheriff's Officers or a contract transportation provider designated by Caldwell County pursuant to N.C.G.S. §122C-251(g) to provide transportation to Respondents shall provide the transportation and follow the procedures in this policy and appropriate statutes in Article 5, Chapter 122C of the North Carolina General Statutes. References in Article 5 to a law enforcement officer apply to Caldwell County detention officers and to any contract transportation provider retained and approved by Caldwell County pursuant to N.C.G.S. §122C-251(g) when providing transportation to involuntary commitment Respondents.

Contract transportation providers designated by Caldwell County pursuant to N.C.G.S. §122C-251 (g) shall agree to indemnify and hold harmless the County of Caldwell, its employees or agents, and the Caldwell County Sheriff and his employees or agents. Contract transportation providers designated by Caldwell County pursuant to N.C.G.S. §122C-251 (g) shall also provide liability insurance covering all services contemplated by this plan, before performing transportation duties pursuant to said plan, with the following minimum policy limits: \$1 million per occurrence, \$2 million aggregate; and property insurance covering such performance under the plan in the minimum amount of \$250,000 per occurrence, \$500,000 aggregate. In the event higher limits of liability and/or property insurance are required by law for any such contract transportation provider, such higher limits shall be obtained by contract transportation provider prior to commencing any services under this plan.