

**LENOIR CITY COUNCIL
MEETING MINUTES
TUESDAY, JANUARY 20, 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, City Manager Scott Hildebran, City Clerk Lauren Hartley and Attorney Dylan Laws.
- CITY STAFF:** In attendance was Finance Director Donna Bean, Public Services Public Works Director Jon Hogan, Communication & Public Information Director Joshua Harris, Fire Chief Norman Staines, Police Chief Andy Wilson, Planning Director Hannah Williams, City Parks & Recreation Director Phil Harper, and Community Engagement Coordinator Ashley Smith.
- ABSENT:** Councilmember Crissy Thomas, Public Services Public Utilities Director Jeff Church, Economic Development Main Street Director Brenda Floyd.

I. CALL TO ORDER

Mayor Gibbons stated the city had a great event this past Saturday at the Martin Luther King Jr. Center and appreciated everyone that was involved with the ceremony. He said the city remembers and celebrates the life of Dr. Martin Luther King Jr. and what he meant to this country.

- A. The meeting was opened by a moment of silence and the pledge of allegiance as led by Mayor Gibbons.
- B. On behalf of City Council, Mayor Gibbons recognized Major Couby Stilwell upon his retirement from the Lenoir Police Department in honor and recognition of his 28+ years of dedicated and outstanding service to the City of Lenoir and its citizens.

Mayor Gibbons read and presented a resolution to Major Couby Stilwell and presented him with a key to the City.

Major Stilwell said this is a tremendous honor, the Lenoir police staff are top notch and truly care about the citizens of Lenoir. Stilwell said he would like to thank god, his wife Tracy and his family for the support over the years. Stilwell started with the Lenoir Police Department when he was 24 years old and has been blessed.

Police Chief Andy Wilson said Major Stilwell is a loyal friend and someone you can rely on. He started with the city as a college intern with the Lenoir Police Department and decided to stay on with the department. Chief Wilson said Major Stilwell always gave it his all and holds a tremendous amount of knowledge and they will miss him.

- C. On behalf of City Council, Mayor Gibbons recognized Master Police Officer (MPO) Marshall Ruppard in honor and recognition of his 17 years of dedicated and outstanding service to the City of Lenoir and its citizens.

Mayor Gibbons said he will miss seeing Ruppard downtown and he is loved by everyone and will be missed. He has served the city well.

MPO Ruppard thanked everyone and said it's been an honor. Ruppard said he grew up in this community and being able to serve has been special and has appreciated all the support from council, fellow officers, and his wife Gina.

Police Chief Andy Wilson said Ruppard has a heart for service, he is the most likable person and everyone knows him. Wilson said the police department will miss him, he is a big part of the department and the community outreach.

Chief Wilson said the Lenoir Police Department is family oriented and officers could not do this job without the support of their family.

- D. Mayor Gibbons introduced Miss Caldwell County Jaime Logan to come share about herself and upcoming plans.

Jaime Logan said she has had the honor of being Miss Caldwell County 2026 and will represent Caldwell County when she competes for Miss North Carolina in June 2026. She said throughout her year of service she will do a community service initiative called beyond the game, which includes the participation and involvement in sports. She would like every high school athlete in the county to be CPR certified. Jaime said she works for the Carolina Panthers and understands the importance of this certification.

- E. Anthony Starr, Western Piedmont Council of Governments (WPCOG) Executive Director presented on the Catawba River Interbasin Transfer Update. He said the WPCOG is grateful for the partnership with the City of Lenoir with a great manager, mayor, and council.

Anthony Starr explained about the interbasin transfer, which is water being removed from one basin, consumed/used in a jurisdiction, and then discharged into another basin. The Catawba-Wateree River basin is experiencing unprecedented demand for clean water due to the exponential population of the Charlotte metropolitan area.

Starr said Charlotte continues pulling water from the Catawba and lost more than 19% of every gallon it took. The interbasin transfer means cheaper water for Charlotte and more expensive water for Catawba River basin communities. Charlotte has other options to minimize harm such as:

- Take water from Yadkin River basin.
- Return water back to the Catawba River basin.

Starr said at the request of local governments, the WPCOG is providing coordination to the Charlotte interbasin transfer request. He spoke about the interbasin transfer moratorium/study enacted into law and what that would look like.

Councilmember Stevens said the word needs to get out to the correct people about this. The city works hard to keep our water system in good shape and Charlotte is losing 19 percent a gallon we give them, this is unacceptable.

Councilmember Beal said through the presentation it is obvious Charlotte has other options to get water and we do not. The city is locked into one source. Beal asked when Charlotte returns the water into the system, is the water downstream to us?

Anthony replied yes, they pull water and return it downstream, which is a better alternative than not coming back. Our county is directly impacted in the future by this because of the regulatory requirements.

Mayor Gibbons said the WPCOG is doing a great job leading this fight. The city has been speaking to legislators and have talked to Charlotte about this.

City Manager Scott Hildebran said this will also impact South Carolina, specifically Rockhill.

II. MATTERS SCHEDULED FOR PUBLIC HEARING:

- A. A public hearing was held for 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.

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

Planning Director Hannah Williams said the city contracted with In Focus Planning and Design to rewrite and modernize the two ordinances in accordance to state law.

Williams said the change in the proposed minimum housing standards ordinance in Chapter 10 is the conditions of what is unfit for human habitation. The new ordinance alters the structure of enforcement where the inspector can determine a house to be out of compliance and unfit making the notice of violation process sooner. Williams said this makes the process independently enforceable before the unfitness designation. This will allow earlier intervention.

Williams said the non-residential building ordinance in Chapter 4 is for the building and building regulations. The ordinance currently states it to be designated to the Caldwell County Building Inspector. In the proposed ordinance, the Caldwell County Building Inspector will implement to state building code, which leaves parts to Lenoir's authority. The proposed ordinance provides a list of specific dangerous conditions and violations. Any violation that exist on a property can be enforced on with a notice of violation process. When the property is deemed dangerous and shows 5 plus of the criteria it can result in a vacant and closure or demolition ordinance.

Williams said the Planning Department will have help from Western Piedmont Council of Governments with the new code enforcement work flow. The contract and projected cost will be discussed at the Committee of the Whole meeting.

Mayor Gibbons asked if anyone would like to address the council concerning this public hearing. With none, Mayor Gibbons closed the public hearing.

Upon a motion by Councilmember Prestwood, City Council voted 6 to 0 to approve the ordinance for Chapters 4 and Chapter 10 of the Lenoir Code of Ordinances related to non-residential buildings or structures standards, and minimum housing standards, as presented.

III. CONSENT AGENDA ITEMS:

Mayor Gibbons presented the following items:

- A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, 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.

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

IV. REQUESTS AND PETITIONS OF CITIZENS

Stephanie Deesy of 218 Norwood Street said her concern is at the last election, people wanted information and content about each candidate. She is looking for a way to share information to the public for future elections.

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

City Manager Scott Hildebran presented the following 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

There was no report from the City Attorney.

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

There was no report from the Mayor.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

There being no further business, Mayor Gibbons adjourned the meeting at 7:10 p.m.

Lauren Hartley, City Clerk

Joseph L. Gibbons, Mayor



RESOLUTION

In Recognition of Dedicated Service



WHEREAS, on the 15th day of January, 1998, Couby Lynn Stihwell 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;

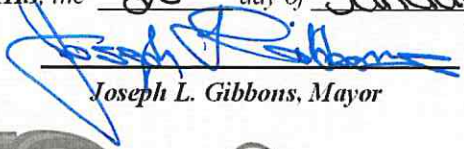
THAT, prior to being hired, Couby received a Bachelor's of Science degree in Criminal Justice, and while serving the city, earned the Advanced Law Enforcement Certificate from the NC Criminal Justice Education and Training Standards Commission and graduated from the 241st Session of the NC FBI National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

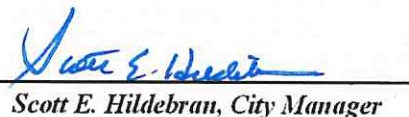
THAT, Couby has played an active, vital role in the community, and shown a willingness to go above and beyond what is expected for the department, city, and community. He served as Coordinator for Crime Stoppers, Advisor to the Shelter Home, Liaison for the ABC Commission, and was a Member of the Robin's 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 Stihwell 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 20th day of January, 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;

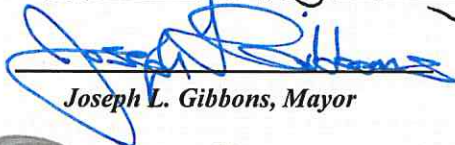
THAT, Marshall has received a number of accolades and awards throughout his career to include the Certificate of Merit Medal, 15-Year Safe Driver Medal, Officer of the Year, Service Beyond Measure Award for his work at the Soup Kitchen, as well as several Golden Ticket awards put forth by city staff 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 20th day of January, 2026.


Joseph L. Gibbons, Mayor


Scott E. Hildebran, City Manager

STATE OF NORTH CAROLINA

CALDWELL COUNTY

MEMORANDUM OF AMENDED TRANSPORTATION AGREEMENT

THIS MEMORANDUM OF AMENDED TRANSPORTATION AGREEMENT ("Transportation Agreement" or "Agreement") is made and entered as of March 15, 2026 ("Effective Date"), among Caldwell County, by and through its Board of Commissioners, Caldwell County Sheriff's Office ("Sheriff's Office"), the governing bodies of cities/municipalities in Caldwell County that maintain law enforcement agencies, and the law enforcement agencies of said cities/municipalities (collectively, "the Parties", individually "Party").

WHEREAS, pursuant to N.C.G.S. § 122C-251(g), the governing body of a city or county shall adopt a plan known as an "involuntary commitment transportation agreement" or "transportation agreement" for the custody and transportation of respondents in involuntary commitment proceedings under Article 5 of Chapter 122C of the North Carolina General Statutes; and

WHEREAS, pursuant to N.C.G.S. § 122C-251 and N.C.G.S. § 122C-202.2, Caldwell County, by and through its Board of Commissioners, the Caldwell County Sheriff's Office, the governing bodies of cities/municipalities in Caldwell County that maintain law enforcement agencies, along with the law enforcement agencies of said cities/municipalities, previously entered into a *"Memorandum of Transportation Agreement" effective as of August 1, 2019* concerning the custody and transportation of respondents in involuntary commitment proceedings in Caldwell County; and

WHEREAS, pursuant to N.C.G.S. § 122C-251(g), the transportation agreement may designate law enforcement officers, volunteers, or other public or private personnel who have agreed to provide all or parts of the custody and transportation required by involuntary commitment proceedings; and

WHEREAS, the parties wish to designate Foothills Medical Transit, Inc., a North Carolina corporation ("FMT"), as a private party or "private personnel" to provide all parts of the custody and transportation required by involuntary commitment proceedings, as allowed by law and this Agreement; and

WHEREAS, Caldwell Memorial Hospital, Inc., a North Carolina nonprofit corporation ("Hospital") operates healthcare facilities (including an emergency department) for the purpose of providing medical and behavioral health care services to patients in and around Caldwell County, North Carolina; and

WHEREAS, among the patients served by Hospital are patients being held pursuant to civil commitment processes as authorized by Chapter 122 of the North Carolina General Statutes; and

WHEREAS, Hospital has contracted with FMT to provide vehicular transportation services to patients of Hospital, including to its Civil Commitment patients, effective December 1, 2025; and

WHEREAS, the Parties wish to replace the *"Memorandum of Transportation Agreement" effective as of August 1, 2019* with this Transportation Agreement.

WHEREAS, once adopted, the Transportation Agreement must be submitted to: The Magistrates in Caldwell County; the Caldwell County Clerk of Court, the Local Management Entity-Managed Care Organization ("LME/MCO") that serves Caldwell County, being Vaya Health, and the Division of Mental Health, Developmental Disabilities, and Substance Use Services at least 10 days prior to the effective date of the new plan.

NOW THEREFORE, for and in consideration of mutual promises to each other as herein after set forth, the Parties mutually agree as follows:

1. After a Caldwell County Magistrate issues an involuntary commitment order ("IVC Order") and the Magistrate contacts the local law enforcement agency in the jurisdiction where the respondent resides or is physically located, an officer or deputy within the jurisdiction shall retrieve the IVC Order from the Magistrate.
 - a. If the respondent is a resident of the municipality or is physically taken into custody in the municipal limits, the municipality is responsible for transportation of the respondent including admission and discharge.
 - b. If the respondent is a resident of the county outside any municipal limit or is physically taken into custody outside municipal limits, the county is responsible for transportation of the respondent including admission and discharge.
2. The officer or deputy shall attempt to locate the respondent at the address provided on the IVC Order or where the magistrate believes the subject is physically located.
3. Upon location, the officer or deputy shall take respondent into custody and transport respondent to Caldwell Memorial Hospital, Inc. or other approved facility. After the facility has completed its examination of respondent, and if further care is required, the facility will locate a facility for respondent's future care.
4. Out of county transporting to or between a 24-Hour Facility:
 - a. FMT shall be responsible for transporting the respondent from the initial examination at the Hospital to the 24-hour facility that is located outside of Caldwell County and identified by the Hospital, for respondent's future care.
 - b. In the event FMT is unable or unwilling to provide such transportation, the Sheriff's Office shall respond to the Hospital or other facility for respondent's transport to any facility in North Carolina, that is located outside of Caldwell County and identified by the initial facility that conducted the initial evaluation, for respondent's future care.

5. Inside the county, transporting to or between a 24-Hour Facility:
 - a. FMT shall be responsible for transporting the respondent from the initial examination at the Hospital to the 24-hour facility identified by the Hospital if the facility is in the county, for respondent's future care.
 - b. In the event FMT is unable or unwilling to provide such transportation:
 - i. The law enforcement agency that took the respondent into custody is responsible for transporting the respondent from the initial examination to the 24-hour facility if the facility is in the county.
 - ii. If the respondent lives in the city or is taken into custody in the city, the city is responsible.
 - iii. If the respondent lives in the county or is taken into custody in the county, the Sheriff's Office is responsible.
6. Upon completion of the initial evaluation, if the facility determines respondent is not in need of further treatment, an officer or deputy with the agency that took respondent into custody shall return respondent to the address in the IVC Order or allow for other transportation arrangements of respondent to be made.
7. FMT shall be subject to, and shall abide by, the terms of this Agreement, the local area crisis services plan, and Chapter 122C of the North Carolina General Statutes. All members, employees, agents, or anyone else who provides transportation of involuntary commitment respondents on behalf of FMT must 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 Agreement, the local area crisis services plan, state law, and any approved training plan shall assure adequate safety and protections for both the public and the respondent.
8. **Effective Date.** This Transportation Agreement shall be effective as of March 15, 2026.
9. **Local Area Crisis Services Plan.** The Parties consent to this Transportation Agreement being added to the local area crisis services plan by the LME/MCO, being Vaya Health, as contemplated by N.C.G.S. § 122C-202.2. This Transportation Agreement replaces the *"Memorandum of Transportation Agreement" effective as of Augst 1, 2019.*
10. 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 authorized by law and shall not be responsible for the acts and/or omissions of any other Party and the results thereof.

11. It is understood and agreed that each Party's liability may be limited by the provisions of this Transportation Agreement and/or other immunity law applicable to each law enforcement agency. The 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 any Party, their respective officials and employees, has or may have.
12. 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 or any other person or entity executing this Transportation Agreement. Moreover, the rights and the obligations of the Parties under this Transportation Agreement will be only those expressly set forth in this Transportation Agreement.
13. Hospital is not a Party to this Transportation Agreement, and nothing herein shall be construed to create any duty or obligation of Hospital. The signature of Hospital on this Transportation Agreement is for the limited and sole purposes of acknowledging that Hospital has participated in the development of this Transportation Agreement as contemplated by N.C.G.S. § 122C-251(g)(1), and that Hospital consents to this Transportation Agreement being added to the local area crisis services plan adopted by the LME/MCO for Caldwell County, being Vaya Health, as contemplated by N.C.G.S. § 122C-202.2.
14. FMT is not a Party to this Transportation Agreement, and nothing herein shall be construed to create any duty or obligation of FMT. The signature of FMT on this Transportation Agreement is for the limited and sole purposes of providing its written consent to provide transportation services as allowed by law, as contemplated by N.C.G.S. § 122C-251(g)(3), and its consent to this Transportation Agreement being added to the local area crisis services plan adopted by the LME/MCO for Caldwell County, being Vaya Health, as contemplated by N.C.G.S. § 122C-202.2.
15. This Agreement may be amended by a written Agreement of the Parties.
16. 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.
17. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original.

IN WITNESS WHEREOF, the Parties, Hospital, and FMT have caused this Memorandum of Transportation Agreement to be duly executed as set forth below.

*****SIGNATURE PAGES TO FOLLOW*****

CALDWELL COUNTY BOARD OF COMMISSIONERS

By: _____
RANDY T. CHURCH, Chairman

DATE: _____

CALDWELL COUNTY SHERIFF'S OFFICE

By: _____
KEVIN BEAN, Sheriff

DATE: _____

CITY OF LENOIR

By: _____

Name: _____

Title: _____

DATE: _____

Joseph L. Gibson
JOSEPH L. GIBSON
Mayor
2/9/2026

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

LENOIR POLICE DEPARTMENT

By: _____

Name: _____

Title: _____

DATE: _____

Chief Andy Wilson
Andy Wilson
Chief of Police
02/09/2026

Notary: Sherry S. Felts
Date: 2/9/26
Expires: June 12, 2029
PUBLIC
CALDWELL COUNTY, NC

**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 20th day of January, 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 Calwell 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.

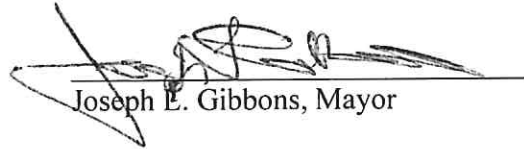
Section 4-220 Procedure Is Alternative

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 20th day of January, 2026.


Joseph E. 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 20th day of January, 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.

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.

(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

- (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

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.

- (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

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:

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

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.