



AGENDA
City of Lenoir
City Council Meeting
905 West Ave. NW, Lenoir, NC 28645
Tuesday, February 3, 2026 | 6:00 pm



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Recognition: Planner, Matt Duchan to be recognized for completing the American Institute of Certified Planners (AICP) through the American Planning Association.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the City Council minutes of the meeting of Tuesday, January 20, 2026, as submitted.
- B. Minutes: Approval of the Committee of the Whole minutes of the meeting of Tuesday, January 27, 2026, as submitted.
- C. McGill Associates, P.A.; Task Order #6: Staff recommends approval of Task Order No. 6 for civil engineering services related to The Campus Improvements Project (Phase 1) in the amount of \$18,500. The services include conducting contract administration for the construction site/civil work for Phase #1 as submitted.
- D. Freese & Nichols Inc.; Amendment #1 Lead/Copper Predictive Modeling: Staff recommends approval of Amendment #1 of the Lead/Copper Service Line Inventory Phase 3 Agreement for professional services for the development and coordination of a predictive modeling approach in identifying all service lines. The proposed Amendment #1 amends the Professional Services Agreement dated November 19, 2024 in the amount of \$96,000 for a revised total contract amount of \$251,000. The fee will be paid from the principal forgiveness loan, thus, resulting in no additional cost to the City as submitted.
- E. Destination By Design Studios, LLC: Amendment #1 Gateway Signage Construction Specifications Contract: Staff recommends approval of Amendment #1 for construction phase services/contract administration related to the installation of four (4) gateway signs in the amount of \$41,477 as submitted.
- F. Capital Project Ordinance; Gateway Signs Project: Staff recommends approval of a Capital Project Budget Ordinance in the amount of \$569,749 for The Gateway Sign Project as submitted.
- G. WPCOG Agreement - Code Enforcement Assistance; Staff recommends approval of an agreement with the Western Piedmont Council of Governments for temporary non-residential code enforcement assistance for a fee not to exceed \$22,300.00 during the period beginning February 03, 2026 and ending June 30, 2026 as submitted.

- H. RiteLite Signs, Inc.: Change Order #3 for Hydro Vac Services: Staff recommends approval of Change #3 for hydro vac boring services related to borings required based on field survey/conditions/obstructions for 40 hole locations identified for wayfinding sign installation in the amount of \$62,000 as submitted.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

1. The City Planning Retreat will be held on Friday, February 6 at 8:30 a.m. at the Blue Ridge Energy meeting room.
2. The City/County Services Committee will meet on Monday, February 9 at noon at the J.E. Broyhill Civic Center.
3. The Planning Board will meet on Monday, February 9 at 5:30 p.m. at City/County Chambers.
4. The Economic Development Advisory Committee will meet on Tuesday, February 10 at 8:15 a.m. at the J.E. Broyhill Civic Center.
5. The ABC Board will meet on Thursday, February 12 at 2:00 p.m.
6. The Lenoir Business Advisory Board will meet on Thursday, February 12 at 6:00 p.m. at City Hall, Third Floor.
7. The Parks and Recreation Board will meet on Monday, February 16 at 6:00 p.m. at the Mulberry Recreation Center.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBER

X. ADJOURNMENT

**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;

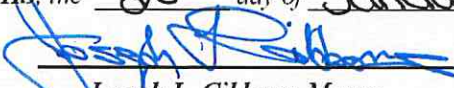
THAT, prior to being hired, Couby received a Bachelor's of Science degree in Criminal Justice, and while serving the city, earned the Advanced Law Enforcement Certificate from the NC Criminal Justice Education and Training Standards Commission and graduated from the 241st Session of the NC FBI National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

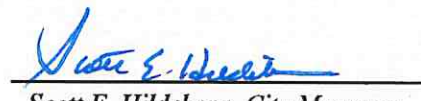
THAT, Couby has played an active, vital role in the community, and shown a willingness to go above and beyond what is expected for the department, city, and community. He served as Coordinator for Crime Stoppers, Advisor to the Shelter Home, Liaison for the ABC Commission, and was a Member of the Robin's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

**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.

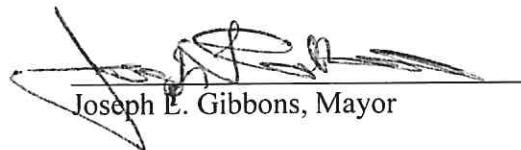
Section 4-220 Procedure Is Alternative

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 25th 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 25th 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.

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

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

Section 10.02. Scope.

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

Section 10.03. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Investigations

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

(b) Oaths, witnesses, etc.

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

(c) Right of Entry

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

(d) Warrants; Citations, etc.

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

(e) Delegation of functions, etc.

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

Section 10.05. Inspections.

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

Section 10.06. Preliminary Investigations; Notices; Hearings.

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

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

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

Section 10.07. Dwelling Unfit for Human Habitation.

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

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

Section 10.08. Dwelling Fitness, Standards.

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

STRUCTURAL STANDARDS

Structural Integrity

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

Supports

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

Foundations

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

Steps

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

Egress

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

Interior Materials

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

Weatherization

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

Chimneys

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

Floors

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

PLUMBING STANDARDS

Facilities

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

Maintenance

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

Accessible

- (12) All required plumbing fixtures shall be located within the dwelling and be accessible to the occupants of the same. The water closet and tub or shower shall be located in a room or rooms affording privacy to the user.

HEATING STANDARDS

Generally

- (13) Every dwelling shall have facilities for providing heat in accordance with either paragraph (a) or (b) below. Such facilities shall be maintained in a state of good repair and good working order.
- (a) Central and electrical heating systems. Every central or electric heating system shall be of sufficient capacity so as to heat all habitable rooms, bathrooms and water closet compartments in every dwelling to which it is connected with a minimum temperature of sixty-eight (68) degrees Fahrenheit measured at a point three (3) feet above the floor during average winter conditions.
- (b) Other heating facilities. Where a central or electric heating system is not provided, each dwelling shall be provided with sufficient electrical receptacles, fireplaces, chimneys, flues or gas vents whereby heating appliances may be connected so as to heat all habitable rooms, bathrooms and water closet compartments with a minimum temperature of sixty-eight (68) degrees Fahrenheit measured three (3) feet above the floor during average winter conditions.

ELECTRICAL STANDARDS

Wiring

- (14) Every dwelling shall be wired for electric lights and convenience receptacles. Every habitable room shall contain at least two floor or wall type electrical convenience receptacles, connected in such manner as determined by the Electrical Code. There shall be installed in every bathroom, water closet room, laundry room and furnace room at least one supplied ceiling or wall type electric light fixture. In the event wall or ceiling light fixtures are not provided in any habitable room, then each such habitable room shall contain at least three floor or wall type electric convenience receptacles.

Hall Lights

- (15) Every public hall and stairway in every multiple dwelling shall be adequately lighted by electric lights at all times when natural light is not sufficient.

Maintenance

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

VENTILATION STANDARDS

Generally

- (17) Every habitable room shall have at least one window or skylight facing directly to the outdoors. The minimum total window area, measured between stops, for every habitable

room shall be ten percent of the floor area of such room. Whenever walls or other portions of structures face a window of any such room and such light obstructions are located less than five feet from the window and extend to a level above that of the ceiling of the room, such a window shall not be deemed to face directly to the outdoors and shall not be included as contributing to the required minimum total window area. Whenever the only window in a room is a skylight type window in the top of such a room, the total window area of such skylight shall equal at least fifteen percent of the total floor area of such room.

Habitable rooms

- (18) Every habitable room shall have at least one window or skylight which can easily be opened, or such other device as will adequately ventilate the room. The total openable window area in every habitable room, shall be equal to at least forty-five percent of the minimum window area size or minimum skylight type window size as required, or shall have other approved equivalent ventilation.

Bathroom and water closet room

- (19) Every bathroom equipped with more than one water closet compartment shall comply with the light and ventilation requirements for habitable rooms.

SPACE, USE AND LOCATION STANDARDS

Ceiling Height

- (20) At least one-half of the floor area of every habitable room shall have a ceiling height of not less than seven feet and six inches.

Cellar

- (21) No cellar shall be used for living purposes unless:
- (a) the floor and walls are substantially watertight;
 - (b) the total window area, total openable window area and ceiling height are equal to those required for a habitable room;
 - (c) the required minimum window area of every habitable room is entirely above the grade adjoining such window area, except where the windows face a stairwell, window well or access way.

SAFE AND SANITARY MAINTENANCE STANDARDS

Exterior foundation, walls and roofs

- (22) Every foundation wall, exterior wall and exterior roof shall be substantially weather tight and rodent proof; shall be kept in sound condition and good repair; shall be capable of affording privacy; shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon. Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture or the weather.

Interior floors, walls and ceilings

- (23) Every floor, interior wall and ceiling shall be substantially rodent proof; shall be kept in sound condition and good repair; and shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon.

Windows and doors

- (24) Every window, exterior door, basement or cellar door and hatchway shall be substantially weather tight, water tight and rodent proof; and shall be kept in sound working condition and good repair.

Stairs porches and appurtenances

- (25) Every inside and outside stair, porch and any appurtenances thereto shall be safe to use and capable of supporting the load that normal use may cause to be placed thereon; and shall be kept in sound condition and good repair.

Bathroom and kitchen floors

- (26) Every bathroom and kitchen floor surface and water closet compartment floor surface shall be constructed and maintained so as to be reasonably impervious to water and so as to permit such floor to be easily kept in sound condition and good repair.

Supplied facilities

- (27) Every supplied facility, piece of equipment or utility which is required under this Ordinance shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition. Food preparation surfaces shall be impervious to water and free of defects which could trap food or liquid. Shelving, cabinets or drawers for the storage of food and cooking and eating utensils, shall be supplied and shall maintained in good repair.

Drainage

- (28) Every yard shall be properly graded so as to obtain thorough drainage and so as to prevent the accumulation of stagnant water.

Smoke Detector Systems

- (29) Every dwelling shall be equipped with smoke detectors installed to protect occupants in all sleeping areas. Operable smoke alarms, shall be either battery-operated or electrical, having an Underwriters' Laboratories, Inc. listing or other equivalent national testing laboratory approval, and installed in accordance with either the standards of the National Fire Protection Association or the minimum protection designated in the manufacturer's instructions.
- (30) Every dwelling shall have a minimum of one operable carbon monoxide alarm per rental unit per level, either battery-operated or electrical, that is listed by a nationally recognized testing laboratory that is OSHA-approved to test and certify to American National Standards Institute/Underwriters Laboratories Standards ANSI/UL2034 or ANSI/UL2075, and install the carbon monoxide alarms in accordance with either the standards of the National Fire Protection Association or the minimum protection designated in the manufacturer's instructions.
- (31) A carbon monoxide alarm may be combined with smoke alarms if the combined alarm does both of the following:
- (1) complies with ANSI/UL2034 or ANSI/UL2075 for carbon monoxide alarms and ANSI/UL217 for smoke alarms; and
 - (2) emits an alarm in a manner that clearly differentiates between detecting the presence of carbon monoxide and the presence of smoke.

- (32) The requirements in subsections (30) and (31) above apply only to dwelling units having a fossil-fuel burning heater, appliance, or fireplace, and in any dwelling unit having an attached garage.

INSECT, RODENT, AND INFESTATION CONTROL STANDARDS

Screens

- (33) For protection against mosquitoes, flies and other insects every dwelling shall have:
- (a) Supplied and installed screens on every door opening leading directly from the dwelling to outdoor space. Except, that sliding doors, doors with self closing devices, doors on mobile homes with self closing devices and doors that open into rooms of living spaces that are artificially ventilated or air conditioned are exempt from this provision.
 - (b) Supplied and installed screens on every window or other device with an opening to outdoor space, except that this requirement shall not apply for any room or rooms of a dwelling that are ventilated year round with an operable and installed heating and air conditioning system.

Rodent control

- (34) Every basement or cellar window used or intended to be used for ventilation, and every other opening to a basement which might provide an entry for rodents, shall be supplied with screens installed or such other approved device as will effectively prevent their entrance.

Infestation

- (35) Every dwelling shall be maintained in a manner to be free of any infestations of insects, rodents or other pests. Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his dwelling unit is the only one infested. Whenever infestation exists in two or more of the dwelling units in any dwelling or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of the owner.

Rubbish storage and disposal.

- (36) Every dwelling shall be supplied with approved containers and covers for storage of rubbish as required by City ordinances, and the owner, operator or agent in control of such dwelling or dwelling unit shall be responsible for the removal of rubbish.

Garbage storage and disposal

- (37) Every dwelling shall be supplied with an approved outside garbage container as required by City ordinances.

Section 10.09. Rooming House Standards

All of the provisions of this Chapter, and all of the minimum standards and requirements of this Chapter, shall be applicable to rooming houses, and to every person who operates a rooming

house or who occupies or lets to another for occupancy any rooming unit in any rooming house, except as provided in the following Subsections:

Water closet, hand lavatory and bath facilities

(38) At least one water closet, lavatory basin and bathtub or shower, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each four rooms within a rooming house wherever such facilities are shared. All such facilities shall be located within the residence building served, shall be directly accessible from a common hall or passageway and shall not be more than one story removed from any of the persons sharing such facilities. Every lavatory basin and bathtub or shower shall be supplied with hot and cold water at all times. Such required facilities shall not be located in a cellar.

Sanitary conditions

(39) The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors and ceilings, and for the sanitary maintenance of every other part of the rooming house; and shall be further responsible for the sanitary maintenance of the entire premises where the entire structure or building within which the rooming house is contained, is leased or occupied by the operator.

Sanitary facilities

(40) Every water closet, flush urinal, lavatory basin and bathtub or shower required by Subsection (38) of this Section shall be located within the rooming house and within a room or rooms which afford privacy and are separate from the habitable rooms, and which are accessible from a common hall and without going outside the rooming house or through any other room therein.

[Note: Full compliance with a standard means that if any part of the stated standard is not complied with by a particular dwelling, then that dwelling has failed to fully comply with the enumerated standard. For example, in regard to standard #10, if all standards are met in a dwelling except that a supply of hot water is not provided then the dwelling fails to fully comply with standard #10.]

Section 10.10. Dwellings Not in Compliance but Not Unfit for Human Habitation.

In any case where the Housing Inspector determines that a dwelling fails to fully comply with one or more but less than seven (7) of the above enumerated standards of dwelling fitness, such dwelling shall not be found to be unfit for human habitation and shall not be subject to the procedures and remedies as provided for in this Chapter for dwellings unfit for human habitation. Each such failure or noncompliance, however, shall constitute a violation of the terms of this Chapter and shall subject the violator to the penalties and enforcement procedures of Section 10.15, General Penalty. In making the determination as described in this Section, the Housing Inspector shall not be required to make notice and hold the hearing as called for in Section 10.06, but the Housing Inspector may do so if the determination of the severity and classification of dwelling fitness is not clear to the Housing Inspector upon preliminary investigation.

Section 10.11. Procedure After Hearing; Order.

If, after notice and hearing, the Housing Inspector determines that the dwelling under consideration is unfit for human habitation in accordance with the standards set forth above, he

shall state in writing his findings of fact in support of that determination and shall issue and cause to be served upon the owner thereof an order:

- (a) If the repair, alteration or improvement of the dwelling can be made at a cost of less than fifty (50) percent of the value of the dwelling, requiring the owner, within the time specified, to repair, alter or improve the dwelling in order to render it fit for human habitation or to vacate and close the dwelling as a human habitation, based upon the Housing Inspector's standards for closing dwellings;
- (b) If the repair, alteration or improvement of the dwelling cannot be made at a cost of less than fifty (50) percent of the value of the dwelling, requiring the owner, within the time specified in the order, to repair, alter or improve the dwelling in order to render it fit for human habitation or to remove or demolish such dwelling.

If, after notice and hearing the Housing Inspector determines that the dwelling under consideration is not unfit for human habitation but is not in full compliance with one or more standards of dwelling fitness as set forth above, he may cause a warning citation to be issued to the owner, either in person or posted in the United States mail service by first class mail addressed to the last known address of the owner as contained in the records of the County. Such warning citation shall set out the nature of the violation, the section violated, the date of the violation, and shall contain an order to bring the dwelling into compliance with this Chapter, providing for a reasonable period of time in which the violation must be corrected.

Whenever a determination is made pursuant to Subsections (a) or (b) of this Section that a dwelling must be vacated and closed, or removed or demolished, under the provisions of this Chapter, notice of the order shall be given by first-class mail to any organization involved in providing or restoring dwellings for affordable housing that has filed a written request for such notices. A minimum period of forty-five (45) days from the mailing of such notice shall be given before removal or demolition by action of the Inspector, to allow the opportunity for any organization to negotiate with the owner to make repairs, lease, or purchase the property for the purpose of providing affordable housing. The Inspector shall certify the mailing of the notices, and the certifications shall be conclusive in the absence of fraud. Only an organization that has filed a written request for such notices may raise the issue of failure to mail such notices, and the sole remedy shall be an order requiring the Inspector to wait forty-five (45) days before causing removal or demolition.

Section 10.12. Failure to Comply with Order.

- (a) If the owner fails to comply with an order to repair, alter or improve or to vacate and close the dwelling, the Housing Inspector may:
 - (1) Cause the dwelling to be repaired, altered or improved or to be vacated and closed.
 - (2) Cause to be posted on the main entrance of any such dwelling, a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." Occupation of a building so posted shall constitute a violation of this Chapter.
- (b) If the owner fails to comply with an order to repair, alter or improve or to remove or demolish the dwelling, the Housing Inspector may:

- (1) Cause such dwelling to be vacated and removed or demolished.
 - (2) Cause to be posted on the main entrance of any such dwelling, a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." Occupation of a building so posted shall constitute a violation of this Chapter.
- (c) The duties of the Housing Inspector set forth in Subsections (a) and (b) shall not be exercised until the City Council shall have by Ordinance ordered the Housing Inspector to proceed to effectuate the purpose of this Chapter with respect to the particular property or properties which the Housing Inspector shall have found to be unfit for human habitation and which property or properties shall be described in the Ordinance. No such Ordinance shall be adopted to require demolition of a dwelling until the owner has first been given a reasonable opportunity to bring it into conformity with the Housing Standards. For the purposes of this subsection, a period of ninety (90) days following the date of the Housing Inspector's order shall constitute a reasonable opportunity. The Ordinance shall be recorded in the Office of the Register of Deeds in the county wherein the property or properties are located and shall be indexed in the name of the property owner in the grantor index.
- (d) The amount of the cost of repairs, alterations or improvements, or vacating and closing, or removal or demolition by the Housing Inspector shall be a lien against the real property upon which the cost was incurred, which lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of the General Statutes of North Carolina. If the dwelling is removed or demolished by the Housing Inspector, he shall sell the materials of the dwelling, and any personal property, fixture or appurtenances found in or attached to the dwelling, and shall credit the proceeds of the sale against the cost of the removal or demolition and any balance remaining shall be deposited in the Superior Court by the Housing Inspector, shall be secured in a manner directed by the Court, and shall be disbursed by the Court to the persons found to be entitled thereto by final order of the decree of the Court.
- (e) If any occupant fails to comply with an order to vacate a dwelling, the Housing Inspector may file a civil action in the name of the City to remove such occupant. The action to vacate the dwelling shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as parties-defendant any persons occupying such dwelling. The Clerk of Superior Court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date and place not to exceed 10 days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. 42-29. The summons shall be returned according to its tenor, and if on its return it appears to have been duly served, and if at the hearing the Housing Inspector produces the certified copy of an Ordinance adopted by the City Council pursuant to Subsection (c) authorizing the Housing Inspector to proceed to vacate the occupied dwelling, the magistrate shall enter judgment ordering that the premises be vacated and that all persons be removed. The judgement ordering that the dwelling be vacated shall be enforced in the same manner as the judgment for summary ejectment entered under G.S. 42-30. An appeal from any judgment entered hereunder by the magistrate may be taken as provided in G.S. 7A-228, and the execution of such judgement may be stayed as provided in G.S. 7A-227. An action to remove an occupant of a dwelling who is a tenant of the owner may not be in the nature of a summary

ejection proceeding pursuant to this paragraph unless such occupant was served with notice at least 30 days before the filing of the summary ejection proceeding that the City Council has ordered the Housing Inspector to proceed to exercise his duties under Subsections (a), (b) and (c) of this Section to vacate and close or remove and demolish the dwelling.

- (f) If the City Council shall have adopted an Ordinance, or the Housing Inspector shall have issued an order, ordering a dwelling to be repaired or vacated and closed, as provided in Section 10.11, and if the owner has vacated and closed such dwelling and kept such dwelling vacated and closed for a period of one year pursuant to the Ordinance or order, then if the City Council shall find that the owner has abandoned the intent and purpose to repair, alter, or improve the dwelling in order to render it fit for human habitation and that the continuation of the dwelling in its vacated and closed status would be inimical to the health, safety, moral, and welfare of the City in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in the City, then in such circumstances, the City Council may, after the expiration of such one year period, enact an Ordinance and serve such Ordinance on the owner, setting forth the following:
- (a) If it is determined that the repair of the dwelling to render it fit for human habitation can be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling, the Ordinance shall require that the owner either repair or demolish and remove the dwelling within 90 days; or
 - (b) If it is determined that the repair of the dwelling to render it fit for human habitation cannot be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling, the Ordinance shall require the owner to demolish and remove the dwelling within 90 days.

This Ordinance shall be recorded in the Office of the Register of Deeds in the county wherein the property or properties are located and shall be indexed in the name of the property owner in the grantor index as provided by G.S. 160D-1203(4). If the owner fails to comply with this Ordinance, the Housing Inspector shall effect the purpose of the Ordinance.

Section 10.13. Service of Complaints and Orders.

Complaints or Orders issued by the Housing Inspector shall be served upon persons either personally or by certified mail. When service is made by certified mail, a copy of the complaint or order may also be sent by regular mail. Service shall be deemed sufficient if the certified mail is unclaimed or refused, but the regular mail is not returned by the post office within ten (10) days after the mailing. If regular mail is used, a notice of the pending proceedings shall be posted in a conspicuous place on the premises affected.

If the identities of any owners or the whereabouts of persons are unknown and cannot be ascertained by the inspector in the exercise of reasonable diligence, or, if the owners are known but have refused to accept service by certified mail, and the inspector makes an affidavit to that effect, then the serving of the complaint or order upon the owners or other persons may be made by publication in a newspaper having general circulation in the City at least not later than the

time at which personal service would be required under the provisions of this Chapter. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the premises thereby affected.

Section 10.14. Appeals.

- (a) The Board of Adjustment is hereby appointed as the Housing Appeals Board to which appeals from any decision or order of the Housing Inspector may be taken. Except where this Chapter provides for different rules or procedures, the Board of Adjustment acting as the Housing Appeals Board shall follow its rules of procedure, which may be amended to provide specifically for this function.
- (b) An appeal from any decision or order of the Housing Inspector may be taken by any person aggrieved thereby or by any officer, board or commission of the City. Any appeal from the Housing Inspector shall be taken within ten days from the rendering of the decision or service of the order by filing with the Housing Inspector and with the Board of Adjustment a notice of appeal which shall specify the grounds upon which the appeal is based. Upon the filing of any notice of appeal, the Housing Inspector shall forthwith transmit to the Board all the papers constituting the record upon which the decision appealed from was made. When an appeal is from a decision of the Housing Inspector refusing to allow the person aggrieved thereby to do any such act, his decision shall remain in force until modified or reversed. When any appeal is from a decision of the Housing Inspector requiring the person aggrieved to do any act, the appeal shall have the effect of suspending the requirement until the hearing by the Board, unless the Housing Inspector certifies to the Board after the notice of appeal is filed with him, that because of facts stated in the certificate (a copy of which shall be furnished the appellant), a suspension of his requirement would cause imminent peril to life or property. In that case the requirement shall not be suspended except by a restraining order, which may be granted for due cause shown upon not less than one day's written notice to the Housing Inspector, by the Board, or by a court of record upon petition made pursuant to Subsection (e) of this Section.
- (c) The Board shall fix a reasonable time for hearing appeals, shall give due notice to the parties, and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The Board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, and may make any decision and order that in its opinion ought to be made in the matter, and to that end it shall have all the powers of the Housing Inspector, but the concurring vote of four-fifths of the members of the Board shall be necessary to reverse or modify any decision or order of the Housing Inspector. The Board shall have power also in passing upon appeals, when practical difficulties or unnecessary hardships would result from carrying out the strict letter of the Ordinance, to adapt the application of the Ordinance to the necessities of the case to the end that the spirit of the Ordinance shall be observed, public safety and welfare secured, and substantial justice done.
- (d) Every decision of the Board shall be subject to review by proceedings in the nature of certiorari instituted within 15 days of the decision of the Board, but not otherwise.
- (e) Any person aggrieved by an order issued by the Housing Inspector, or a decision rendered by the Board may petition the Superior Court for an injunction, restraining the

Housing Inspector from carrying out the order or decision and the Court may, upon such petition, issue a temporary injunction restraining the Housing Inspector pending a final disposition of the cause. The petition shall be filed within 30 days after issuance of the order or rendering of the decision. Hearings shall be had by the Court on a petition within 20 days and shall be given preference over other matters on the Court's calendar. The Court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. It shall not be necessary to file bond in any amount before obtaining a temporary injunction under this Subsection.

Section 10.15. General Penalties.

1. An act constituting a violation of the provisions of this Chapter or a failure to comply with any of its requirements shall subject the offender to a civil penalty in the amount of \$50.00 to \$500.00, in accordance with the citation schedule in Sec. 1-15 subsection (e), which includes administrative fees. Each day any single violation continues shall be a separate violation. A violation of this Chapter shall not constitute a misdemeanor pursuant to N.C.G.S. 14-4. If the offender fails to correct this violation by the prescribed deadline after being notified of said violation, the penalty may be recovered in a civil action in the nature of a debt.

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

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

4. Upon failure of the violator to obey the Notice of Violation/Warning Citation, a Notice of Civil Citation may be issued by the enforcement official, either served directly on the violator, his duly designated agent, or registered agent if a corporation, either in person or posted in the United States mail service by first class mail addressed to the last known address of the violator as contained in the records of the County or obtained from the violator at the time of issuance of the Notice of Violation/Warning Citation. The violator shall be deemed to have been served upon the mailing of said Notice of Civil Citation. The Notice of Civil Citation shall direct the violator to appear in person at the City Hall to pay the penalty within (15) fifteen days of the date of the Civil Citation, or alternatively to pay the citation by mail. The violation for which the penalty is issued must have been corrected by the time the penalty is paid, otherwise further penalties shall accrue. Penalties accrue from the date initially imposed in the Notice of Civil Citation and will continue without further notice, for each day the offense continues, until the prohibited activity is corrected, ceased or abated. The City may institute a civil action in the North Carolina General Court of Justice for the collection of the penalty, attorney fees, interest, court costs, and other such relief as permitted by law.

Section 10.16. Alternative Remedies.

Nothing in this Chapter nor any of its provisions shall be construed to impair or limit in any way the power of the City to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise nor shall enforcement of one remedy provided herein prevent the enforcement of any other remedy or remedies provided herein or in other Chapters or laws. In addition to the remedies provided for herein, any violation of the terms of this Chapter shall subject the violator to the penalties and remedies, as set forth in Section 10.15.

No dwelling shall be hereafter erected, altered, moved, or changed in occupancy without a Certificate of Occupancy. In any case where the Housing Inspector, after notice and hearing as required herein, finds that a dwelling or dwelling unit is unfit for human habitation, he shall withhold issuance of a Certificate of Occupancy for such dwelling or dwelling unit: until such time that he determines that it is fit for human habitation. In addition, in any case where the Housing Inspector, after preliminary investigation as provided for herein, concludes, based upon that investigation, that a dwelling or dwelling unit is unfit for human habitation and believes that the occupancy of such dwelling or dwelling unit could cause imminent peril to life or property from fire or other hazards, he shall withhold issuance of a Certificate of Occupancy for such dwelling or dwelling unit until such time that he determines that it is fit for human habitation.

If any dwelling is erected, constructed, altered, repaired, converted, maintained, or used in violation of this Chapter or of any valid order or decision of the Housing Inspector or Board made pursuant to any ordinance adopted under authority of this Chapter, the Housing Inspector may institute any appropriate action or proceedings to prevent the unlawful erection, construction, reconstruction, alteration or occupancy, to restrain, correct or abate the violation, to prevent the occupancy of the dwellings, or to prevent any illegal act, conduct or use in or about the premises of the dwelling.

Section 10.17. Conflict with Other Provisions.

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

Section 10.18. Violations.

In addition to the conditions, acts or failures to act that constitute violations specified in this Chapter above, it shall be unlawful for the owner of any dwelling or dwelling unit to fail, neglect or refuse to repair, alter or improve the same, or to vacate and close or vacate and remove or demolish the same, upon order of the Inspector duly made and served as herein provided, within the time specified in such order. It shall be unlawful for the owner of any dwelling, with respect to which an order has been issued pursuant to Section 10.11, to occupy or permit the occupancy of the same after the time prescribed in such order for its repair, alteration or improvement or its vacation and closing, or vacation and removal or demolition.

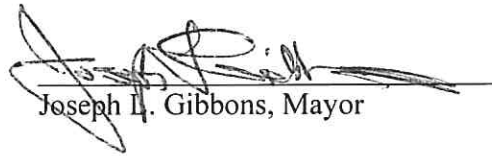
Section 10.19. Validity.

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

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

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


Adopted this 20th day of January, 2026.


Joseph L. Gibbons, Mayor

ATTEST:

Approved as to form:


Lauren Hartley, City Clerk


T.J. Rohr, City Attorney

COMMITTEE OF THE WHOLE
 Tuesday, January 27, 2026
 9:00 A.M.

Present: Mayor Joe Gibbons, Mayor Pro-Tem Ike Perkins, Councilmembers present were Jonathan Beal, Rebecca Dellinger, Ralph Prestwood, Kimmie Rogers, David Stevens.

Staff Present: City Manager Scott Hildebran, City Clerk Lauren Hartley, Finance Director Donna Bean, Planning Director Hannah Williams, Public Services Public Works Director Jon Hogan, Parks & Recreation Director Phil Harper, Economic & Main Street Director Brenda Floyd, Fire Chief Norman Staines, Interim Director of Special Projects & Grants & Risk Management/Purchasing David Coffey, Communications & Public Information Director Joshua Harris, Police Chief Andy Wilson.

ABC Board: Steven Stewart, Dr. John Tye; ABC Manager: Mike Suddreth

Western Piedmont Council of Governments (WPCOG): Kyle Case

Absent: Councilmember Crissy Thomas

I. CALL TO ORDER

Mayor Pro-Tem Ike Perkins welcomed everyone and called the meeting to order.

II. CITIZEN COMMENT

There were no citizen comments presented at this time.

III. Audit Report; ABC Board:

Mayor Gibbons asked for everyone to keep ABC Board Chair, Jerry Brooks in your thoughts and prayers as he recovers from health issues at the Shaire Rehabilitation Center.

Mike Suddreth, ABC Manager reviewed the following financial highlights from the report:

1. Amount of cash invested	\$464,283
2. Current assets	\$1,124,810
3. Total assets	\$1,468,650
4. Total liabilities	\$481,075
5. Total net position	\$1,074,402
6. Net sales	\$4,260,119
7. Gross Profit	\$1,371,584

The ABC Board made the following distributions in FY2024-2025:

1. Law Enforcements	\$24,312
2. Alcohol Education	\$34,037
3. City of Lenoir	\$500,000
4. Caldwell School System	\$58,350
5. Change in net position	\$11,854
6. Net position, end of year	\$1,074,402

Mike Suddreth said Longhorn Steakhouse will most likely be the top customer for next year's budget.

A copy of the Audit Report is on file in the City Clerk's office.

IV. PUBLIC SAFETY

A. Police Department –Andy Wilson, Police Chief gave the following updates:

- Chief Wilson said the Fourth Quarter Report October-December 2025 is included in the agenda packet.
- Alcohol Law Enforcement (ALE) cases:
 - The Red Roof Inn case has been a success with no problems after the court order. The general manager is in constant contact with the Police Department.
 - The property at 507 Oak Street has continued problems with public nuisance violations. ALE has been contacted and enforcement will begin.

B. Fire Department – Norman Staines, Fire Chief gave the following updates:

- Chief Staines said the Fourth Quarter Report October-December 2025 is included in the agenda packet. Staines said the numbers in the report reflect from year 2023 due to the hurricane.
- The Fire Department will be doing community outreach and held a Q&A session at the Thrive, Senior Center.

V. PUBLIC SERVICES

A. Jon Hogan, Public Services Public Works Director reported on project updates:

- Jon Hogan and Brenda Floyd, Economic & Main Street Director reported on the Paint It Forward Mural Project. A Mural Committee has been formed to select art and an artist based on requested submission. The art is for 13 city owned and maintained traffic signal cabinets. The committee will select four (signal cabinets) to be painted per quarter. Planning Director, Hannah Williams will be involved in developing the downtown guidelines. A maintenance plan will be created and followed based on material used to extend the longevity of the mural. Councilmember Beal said the Caldwell Arts Council could be involved and discussed art projects in downtown including projection art. Council were in favor of the Mural Project and proceeding.
- Jon Hogan said Rite Lite Signs was awarded the contract for the Phase II Gateway Project. There will be a contract addendum for Destination by Design for \$41,477 on the February 3 City Council agenda. This amendment will cover the survey, design, encroachment, bidding and construction administration for one (1) sign (location) which is the Blowing Rock Blvd south approach located at the corner of Blowing Rock Blvd and Creekway Drive..
- Lenoir Fire Department Infrastructure Repair (sinkhole) will be available for bid on January 30, 2026.
- Wayfinding Sign Project: Rite Lite Sign has completed all manufacturing and installed 13 signs. The remaining 40 signs will require hydro excavating. Due to weather and workload, Public Utilities is unable to provide that service in a timely manner. There will be a contract amendment for Rite Lite Signs to subcontract the hydro excavating for \$62,000 on the February 3 City Council agenda.

B. Jeff Church, Public Services Public Utilities Director reported on project updates:

- Lenoir–Valdese Water Interconnect: The Interconnect project is in the surveying, design, and easement acquisition phase. Survey field work and mapping has been completed for the Valdese Water Treatment Plant site. Survey field work is in progress for the Waterfront Club and Caldwell Timber properties. The community meeting for Waterfront Club was held on January 22, 2026. The city will meet with the owners of the property for the proposed Water Booster Pump Station.
- Lead and Copper: North Carolina Department of Environmental Quality (NCDEQ) has accepted a proposal for Lenoir to conduct computerized predictive modeling to assist in the required lead and copper inventory requirements. A revised contract to include the work to develop the predictive model program is being prepared by Freese and Nichols.
- Lower Creek Waste Water Treatment Plant Process Basin Upgrades: The ER/EID was submitted to the Division of Water Infrastructure for review on January 15, 2026.
- CIP Update and Financial Analysis: The kickoff meeting with city staff has been scheduled for February 2, 2026.
- Water and Sewer Asset Inventory and Assessment: water and sewer evaluations and recommended projects are being completed. High priority projects that would be recommended in years 1-10 will be discussed for the CIP. The Asset Management Plan will be prepared after completion of the assessments.
- Finley Water project is under construction. Certification No. 1 has been partially submitted after completion of the water main work on the tank site.
- Lenoir–Hickory–Granite Falls Water Interconnect: Awaiting funding status from state budget.

VI. COMMUNITY DEVELOPMENT

- A. Brenda Floyd, Economic & Main Street Director reported on the following:
- The Lenoir Tourism Development Authority (LTDA) and Lenoir Business Advisory Board (LBAB) received training from NC Main Street. Several board members will be attending the NC Main Street Conference in March.
 - A mini library will be built downtown in front of the Police Department.
 - The new branding for holiday events brought more people and traffic.
 - Merchant Mingles meetings are being held once a month.
 - The “Time Well Spent” clock tower is making progress.
 - Hometown Hearts are \$15 and are personalized conversation hearts that will be displayed on lampposts throughout downtown.
 - The 24th annual Blackberry Festival vendors registration is now open.
- B. Kyle Case, Community & Economic Development Manager with WPCOG reported on the grant funding opportunity with Community Development Block Grants (CDBG) disaster recovery monies. This funding money is divided into three categories with most going towards housing. Kyle Case said he has been working with Planning Director, Hannah Williams on city properties where this money can be utilized. These city owned properties would be donated, there are 10-12 potential lots. The State is getting final approval from HUD on the amount of money. For any CDBG application, a public hearing is required. The first public hearing is good for one year.

Council is in favor of this item.

- C. Hannah Williams, Planning Director reported on the following:
- The Planning Board will meet on February 9 at 5:30 p.m., they do not have any cases.
 - The Planning Board plans to have two rezoning cases for March.

D. Phil Harper, Parks & Recreation Director reported on the following:

- The Martin Luther King Jr. events went well.
- The Parks & Recreation board will meet on February 16 at 6:00 p.m.
- Pickleball, youth basketball, and youth swim are going well.
- Spring sports registration will begin next week.

VII. FINANCE & ADMINISTRATION

A. Donna Bean, Finance Director said the financial summary is included in the packet and the city is on track.

1. Financial Summary

Donna Bean reported the General Fund's Over/Under balance as of December 31, 2025 is \$3,954,325.44, the Downtown District is \$ (127,814.94) and the Water & Sewer Fund is \$1,249,022.86.

VIII. PUBLIC SERVICES; David Coffey, Interim Director of Special Projects and Grants reported on the following:

- The OVT Pavilion project will have some site re-design because of the stormwater revisions and underground retentions.
- The Aquatics Center remodel should be complete in March.
- The task order for the gymnasium and auditorium at The Campus will come before council at the February 3 meeting.

IX. PUBLIC COMMUNICATIONS; Joshua Harris, Communications & Public Information Director reported on the following:

- Joshua Harris gave a presentation for the Civic Clerk software. Harris said Civic Plus is the software the city uses to manage our website and municode. The costs would be \$9725 for the initial fee and \$7500 annual fee. We are looking for council support to purchase.

Council was in favor of purchasing the Civic Clerk software.

- Harris said he is leading the Leadership Lenoir Civic Learning Academy offered by the city. Applications will be accepted starting in February, you must live or work in the city limits of Lenoir and be willing to commit the time to the program. The academy will be held March 9- June 1 2026. The goal is to teach citizens about the City of Lenoir local government and services it provides. A graduation ceremony will be held at a city council meeting.
- Communication Report. There were 4 new releases, 130 social posts, 568 photos, 1 videos, and 86 web updates. The website had a total of 46,774 views along with 2,984 video views. Social followers total 64,288 and there were 197 new followers this month.

X. OTHER

A. The calendar for the month of February was provided in the packet as information.

B. City Manager, Scott Hildebran said just to be aware that the City of Hickory is looking into having their elections on even number years to get a larger turnout of voters.

XI. ADJOURN

There being no further business, the meeting was adjourned at 10:57 a.m.

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Execution of Task Order No. 6, as prepared by McGill Associates, P.A. for Construction Administration for the Campus Improvements Project; these services are specific to the Auditorium and Gymnasium site. The Construction Administration services for civil-site work related to renovation of the existing Auditorium and Gymnasium buildings on the former Lenoir High School campus located at 1114 and 1116 College Avenue Southwest.

II. Background Information:

On January 7, 2025, the City of Lenoir executed a Master Services Agreement (MSA) with McGill Associates (McGill) for civil engineering for the Campus Improvements Project. As detailed in the MSA, the specific scope of civil engineering services for each project or location was to be captured in forthcoming Task Orders, along with costs for service at each location.

The previously executed Task Orders No. 1 and No. 2 included the scope of services for standard civil and site engineering for the Auditorium/Gymnasium site and the OVT Pavilion site. Task Order No. 3 included the environmental permitting assistance for the OVT site. Task Order No. 4 included the study for evaluating alternate means of addressing post-construction stormwater controls.

This Task Order includes assistance from McGill Associates with the Construction Administration of the Auditorium and Gymnasium:

- Attend one preconstruction meeting.
- Provide responses to civil-related Request for Information (RFI's).
- Review civil-related shop drawings and submittals submitted by the Contractor.
- Attendance at up to two regular progress meetings.
- Review civil-related work items in Contractor pay applications and change order requests.
- Provide up to ten hours of civil construction observation during active civil-site construction.
- Provide one punch list site visit and on final closeout site visit with reports.
- Provide record drawings based on Contractor's red line markups and Contractor provided as-built survey prepared by a North Carolina licensed Professional Land Surveyor.
- Cost of the task order will be billed hourly up to a maximum of \$18,500.00

III. Staff Recommendation:

Staff recommends execution of Task Order No. 6 in the amount billed hourly up to a total of \$18,500.00 as prepared by McGill Associates, P.A. for the Construction Administration services for civil-site work related to renovation of the existing Auditorium and Gymnasium buildings on the former Lenoir High School campus.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Director of Special Projects and Grants: _____

Risk and Purchasing Manager: _____

Attachments:

- **Task Order No. 6 (The Campus – Construction Administration Auditorium/Gymnasium Site)**

EXHIBIT B

TASK ORDER NO. 6

This **TASK ORDER NO. 6** dated the _____, day of _____ 20__, is a supplement to the **MASTER SERVICES AGREEMENT** between the City of Lenoir, North Carolina, dated **January 7, 2025**, hereinafter referred to as OWNER and McGill Associates, P.A., hereinafter referred to as “ENGINEER”. The purpose of this Task Order is to authorize the ENGINEER to provide services for the “PROJECT” entitled:

The Campus – Construction Administration Auditorium/Gymnasium Site

SECTION 1 - PROJECT DESCRIPTION:

The project can generally be described as:

Construction Administration services for civil-site work related to renovation of the existing Auditorium and Gymnasium buildings on the former Lenoir High School campus located at 1114 and 1116 College Avenue Southwest.

SECTION 2 - SCOPE OF SERVICES:

The Engineer shall provide all professional services (the “Services”) for the Project including, performance of the following:

Construction Administration Auditorium/Gymnasium Site

1. Attend one (1) preconstruction meeting.
2. Provide responses to civil-related Requests for Information (RFI's).
3. Review civil-related shop drawings and submittals submitted by the Contractor.
4. Attendance at up to two (2) regular progress meetings.
5. Review civil-related work items in Contractor pay applications and change order requests.
6. Provide up to ten (10) hours of civil construction observation during active civil-site construction.
7. Provide one (1) punch list site visit and one (1) final closeout site visit with reports.

8. Provide record drawings based on Contractor's red line markups and Contractor provided as-built survey prepared by a North Carolina licensed Professional Land Surveyor.

This Scope of Services is based on the following assumptions:

- All information provided to McGill Associates by the Owner will be deemed reliable for use as presented
- This OWNER will provide McGill Associates Personnel access to the project site.
- Construction phase services are based on a 335-day construction duration.
- Regular erosion control inspections will be performed by the Contractor and are not included under this proposal.
- Revisions to plans that are required during construction due to unknown subsurface conditions encountered during construction (i.e. utilities, storage tanks, etc.) will be considered additional services.
- Assistance with procuring Certificate of Occupancies for the building or inspections associated with vertical/structural elements of construction are not included in this scope of services.
- Progress meetings will be led by the General Contractor, and McGill Associates will only be attending as requested.
- Attendance at meetings not listed in the above scope of services is not included in the compensation fees and can be billed on an hourly basis as additional services.
- Services for tasks other than those specifically detailed above are not included in the compensation fees.

SECTION 3 – COMPENSATION

The Owner shall pay the Engineer for services outlined in Task Order No. 6 the following amounts:

\$ 18,500.00 Hourly to a Maximum

SECTION 4 - MISCELLANEOUS

Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

SECTION 5 – AUTHORIZATION TO PROCEED

IN WITNESS WHEREOF, and as AUTHORIZATION TO PROCEED the parties execute below this Task Order No. 6 in duplicate originals:

EXECUTED this _____ day of _____, 20____.

McGill Associates, P.A.



Douglas Chapman, PE
Hickory Office Manager

City of Lenoir

By: _____
Scott Hildebran
City Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Donna Bean
Finance Director

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration to approve the Amendment #1 of the *LCRI Phase 3-Completion of Service Line Inventory Through Field Services* Scope of Services and Professional Services Agreement with Freese and Nichols, Inc. (FNI).

Background Information: Council approved the original LCRI Phase 3-Completion of Service Line Inventory Through Field Services Scope of Services and Professional Services Agreement with FNI on November 19, 2024. The City received 100% principal forgiveness funding in the amount of \$1,000,000 through the Division of Water Infrastructure. During the process of identifying all service lines, it became apparent that a predictive modeling approach would be a great benefit to the City. FNI has been and is prepared to further focus resources on a predictive modeling approach that will be approved by NC DEQ. The shift to a predictive modeling approach will modify scope of the original agreement. The proposed Amendment #1 of the Professional Services Agreement dated November 19, 2024 will increase the current contract amount of \$155,000 by \$96,000 for a revised total contract amount of \$251,000. The fee will be paid from the principal forgiveness loan, thus, resulting in no cost to the City.


- II. Staff Recommendation:** Staff recommends City Council approve the Amendment #1 of the Scope of Services and Professional Services Agreement with Freese and Nichols, Inc. as presented.

- III. Reviewed by:**

City Attorney: _____


Finance Director: _____

Public Works/Public Utilities Director: Jeff Church

 FREESE AND NICHOLS		PROFESSIONAL SERVICES AGREEMENT	
		AMENDMENT #1	
City of Lenoir		FNI Project:	LNR20129
801 West Avenue NW		Client Contract:	Professional Services Agreement Nov. 19, 2024
Lenoir, NC 28645		Date:	1/20/2026
Project Name:	LCRR Phase 3 – Completion of Service Line Inventory Through Field Services		
Description of Services:	<p>Task A3. Project Management Meetings: FNI will coordinate up to twelve (12) virtual monthly meetings from Jan. – Dec. 2026 with the City to discuss project progress.</p> <p>Task B5. Predictive Model Development and Implementation: FNI will develop a predictive model, coordinate approval with NC DEQ, and use the predicted service line material results to inform Task B2 and Task C4. All aspects of the predictive model will comply with NC DEQ’s <i>Service Line Inventory Statistical Methods and Predictive Modeling Guidance for North Carolina</i>.</p> <ol style="list-style-type: none"> a. Characterize distribution of systemwide service lines and Unknowns. b. Identify representative sample of service lines of known material from previous field inspections for training/testing. c. Develop, calibrate, and test Predictive Model. d. QC Predictive Model. e. Draft Proposal according to NC DEQ’s <i>Service Line Inventory Statistical Methods and Predictive Modeling Guidance for North Carolina</i>. f. QC Proposal and deliver to NC DEQ for approval. g. Iteratively improve Predictive Model based on additional service line material data from field inspections, prioritized by predictive model predictions of Unknown and Likely Galvanized Requiring Replacement, in Phase 3. h. Draft Report according to NC DEQ’s <i>Service Line Inventory Statistical Methods and Predictive Modeling Guidance for North Carolina</i>. i. QC Report and deliver to NC DEQ for approval. j. Assign predicted service line materials to the 2026 Inventory after NC DEQ approves the Report. k. Coordinate up to two (2) virtual meetings with NC DEQ for discussing predictive model questions. <p>Task C7. Support with Inventory Submittal to NC DEQ in 2026: FNI will support Lenoir with preparing the Inventory ahead of NC DEQ’s 2026 submittal deadline. Support will include QC of the City’s NC DEQ spreadsheet template content. FNI will also support Lenoir with preparing updated Annual Letter templates (if needed) and public communication materials (webpage content, FAQs) to accompany the 2026 Inventory submittal.</p>		

Deliverables:	<p>Task A3. Project Management Meetings:</p> <ol style="list-style-type: none"> 1. Meeting agendas (email) 2. Meeting minutes (email and/or PDF) <p>Task B5. Predictive Model Development and Implementation: NC DEQ <i>Service Line Inventory Statistical Methods and Predictive Modeling Guidance for North Carolina</i> deliverables:</p> <ol style="list-style-type: none"> 1. Proposal (PDF) 2. Report (PDF) <p>Task C6. Support with Inventory Submittal to NC DEQ in 2026:</p> <ol style="list-style-type: none"> 1. 2026 Inventory QC notes (Email and/or Excel) 2. 2026 updated Annual Letter templates (Word) 3. 2026 updated Public Communication materials (Word)
Schedule:	Project completion in Dec. 2026
Compensation Type:	Lump Sum Fee
Current Contract Amount:	\$155,000
Amount of this Amendment:	\$96,000
Revised Total Amount Authorized:	\$251,000

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CITY OF LENOIR, NC		FREESE AND NICHOLS, INC.	
By:		By:	
Name:		Name:	Brian T. White
Title:		Title:	Principal / Vice President
Date:		Date:	January 20, 2026

Original Agreement
November 19, 2024

PROFESSIONAL SERVICES AGREEMENT

STATE OF NORTH CAROLINA §

COUNTY OF CALDWELL §

This Agreement is entered into by City of Lenoir (City) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for City and City utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, City agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as City of Lenoir **LCRR Phase 3 – Completion of Service Line Inventory Through Field Services.**
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of City which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** City agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$155,000.00.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the City and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of North Carolina. Venue of any legal proceeding involving this Agreement shall be in Caldwell County, North Carolina.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is _____.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the City and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the City and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

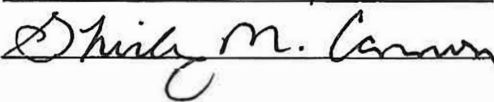
CITY OF LENOIR, NC

By: 

Name: JOSEPH L. GIBBONS

Title: MAYOR

Date: 11-19-2024

Attest: 

FREESE AND NICHOLS, INC.

By: 

Name: Brian T. White

Title: Principal / Vice President

Date: October 22, 2024

Attest: 

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

PROJECT UNDERSTANDING

The U.S. Environmental Protection Agency (EPA) released Lead and Copper Rule Revisions (LCRR) on January 15, 2021, setting new standards aimed at removing harmful levels of lead and copper from drinking water. The LCRR went into effect on December 16, 2021 with a compliance date of October 16, 2024. This revision requires cities and other water utilities to take significant action to protect customers from the health risks associated with lead and copper to comply with the LCRR. On October 7, 2024 the EPA released the Lead and Copper Rule Improvements (LCRI) to further clarify and strengthen the LCRR. Lenoir has met the LCRR compliance requirements due October 16, 2024 but will continue to develop their Service Line Inventory over the next few years and prepare for LCRI requirements.

Freese and Nichols, Inc. (FNI) recommends the City of Lenoir (City) achieve compliance through a phased approach as follows.

- **Completed Phases not Included in this Scope and Fee:**
 - Phase 1 – LCRR Data Collection and Effort Assessment
 - Phase 2 – Initial Service Line Inventory Development
- **Current Phase:** Phase 3 – Completion of Service Line Inventory Through Field Services
- **Future Phases not Included in this Scope and Fee:**
 - Phase 4 – Additional Compliance Preparations for the Lead and Copper Rule Improvements Compliance Deadline (Sample Plan Update, Schools Sampling and Public Communication)
 - Phase 5 – Lead Service Line Replacement

The level of effort related to Phase 4 and 5 may be prepared as part of a future proposal if and when requested by the City. A detailed description of the work associated with each phase of the compliance program can be found in the *Phase 1 Initial Risk and Resource Screening Report*.

BASIC SERVICES

FNI will provide the following basic services for **Phase 3 – Completion of Service Line Inventory Through Field Services (Project)**. The goal of this phase is to assist Lenoir with continuing development of their Service Line Inventory (SLI) to reduce the number of service lines of unknown material. Phase 3 will include field inspection planning, SLI support and development, and funding support.

Task A: Project Management:

FNI will coordinate project management, quality assurance and quality control, and regular client meetings with the City.

1. **Project Management:** FNI will provide planning, monitoring, and control of the Project, as well as team coordination and project administration.
2. **Quality Assurance and Quality Control:** FNI will provide Quality Assurance and Quality Control (QA/QC) review of collected data, planning, and documentation for the Project. FNI's senior advisor(s) will provide Project guidance and review of all deliverables.

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3. Meetings: FNI will coordinate up to fourteen (14) virtual monthly meetings with the City to discuss progress with Tasks B and C. The effort for the monthly meetings and associated deliverables will be distributed between Tasks B and C.

Task A Deliverables:

1. Meeting agendas (email)
2. Meeting minutes (email and/or PDF)
3. Monthly progress reports (PDF delivered with monthly invoice)
4. Monthly invoices (divided into effort per Project Task)

Task A Assumptions:

1. The project will have a fourteen (14) month duration.
2. Discussion of Task B and Task C progress and deliverables will take place during the monthly progress meetings unless additional meetings are specified below.
3. The Project invoice will list effort per Task (A – D).

Task B: Field Inspection Planning:

FNI will assist Lenoir with field inspection planning to support the City with reducing service lines of unknown material in their SLI.

1. Procurement Support: FNI will provide a scope of work, including a system map, that Lenoir can include in a Request for Proposals (RFP) to procure inspection contractors. FNI will review contractor proposals and make a recommendation on contractor selection to the City. FNI will develop questions and host interviews with the top three (3) contractors if multiple contractors submit to help in selecting contractors for field inspections.
2. Field Inspection Location Planning: FNI will support Lenoir with field inspection location planning to help prioritize areas of Lenoir's water system for service line material verification. Areas for prioritization include areas that potentially meet the representative distribution criteria in the North Carolina Department of Environmental Quality's (NC DEQ) *Service Line Inventory Statistical Methods and Predictive Modeling Guidance for North Carolina*.
3. Field Inspection Data Review: FNI will support Lenoir with review of service line material data gathered through inspections and provide feedback and updated instructions for inspectors, as needed, to ensure the data gathered can be used in the SLI.
 - a. Coordinate up to one (1) in-person meeting and two (2) virtual meetings with the City and contractor(s) to kickoff field inspection efforts.
 - b. Review the service line material data from field inspections conducted from the City's current vendor contract and provide direction to improve data entry going forward.
 - c. Provide weekly QC of service line material data and photos (2 – 4 hours per week) exported from the City's Diamond Maps application. Data will be examined for gaps or items requiring clarification. FNI will provide follow up questions and/or direction to the City and contractors, as needed.
 - d. Provide monthly progress reports (by email with an Excel spreadsheet and at meetings specified in Task A) summarizing the inspection progress, notable issues (related to inspection process or customer interactions) and their resolution, and upcoming inspection goals.
4. Predictive Modeling Feasibility Assessment: FNI will conduct a predictive modeling feasibility

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assessment using NC DEQ's *Service Line Inventory Statistical Methods and Predictive Modeling Guidance for North Carolina*. FNI will use Lenoir's SLI and field inspection service line material verification results for the feasibility assessment. FNI will coordinate email correspondence and up to two (2) meetings with the North Carolina Department of Environmental Quality (NC DEQ) to discuss predictive modeling questions.

Task B Deliverables:

1. Scope of Work (Word document) and system map (PDF)
2. Table of service lines prioritized for field inspection (Excel spreadsheet with a common service line identifier that the City can relate to their Diamond Maps application)
3. Monthly field inspection service line material verification QC notes (Word document and/or Excel spreadsheet) for up to twelve (12) months
4. Monthly field inspection progress reports (Excel spreadsheet) for up to twelve (12) months.
5. Predictive modeling feasibility assessment documentation (PDF)

Task B Assumptions:

1. The City will prepare the bid packet for the RFP and coordinate the bid submittal process.
2. The City will select and manage contractor(s), and all inspection contracts will be directly between the City and its contractor(s) rather than through this contract as a subconsultant.
3. The City will be the primary point of contact for contractor(s).
4. FNI will directly communicate to contractor(s) with the City's permission.
5. For Field Inspection Location Planning, Task B2 does not include effort to determine the exact locations or quantities for field inspections, which are anticipated to depend on several factors not evaluated in this Project (e.g., homeowner permissions, vendor costs). The system will be categorized spatially with a target number of inspections in certain regions to assist the City with getting a broadly representative dataset.

Task C: Service Line Inventory Support and Development:

FNI will assist Lenoir with SLI support and development to meet LCRR compliance requirements in 2025.

1. 2024 Initial Inventory Support: FNI will support Lenoir with responding to NC DEQ based on the support FNI provided to the City for their 2024 Initial Inventory submittal. Support may be provided in emails or up to one (1) virtual meeting with NC DEQ. No new analysis or materials will be developed as a part of this scope item.
2. SLI GIS Support: FNI will support Lenoir with updating the service line installation dates in the SLI hosted on Diamond Maps. FNI will provide Lenoir with a GIS shapefile of water service lines and their associated parcel construction dates from FNI's previous analysis in Phase 2 services. FNI will coordinate up to one (1) virtual meeting with City staff and Diamond Maps staff to support City staff with importing the service line installation dates into Lenoir's existing SLI on Diamond Maps.
3. SLI Completion and Maintenance Plan: FNI will develop a SLI completion and maintenance plan (Plan) that details the approach to completing the SLI using field services and/or predictive modeling to reduce service lines of unknown material. The plan may include:
 - a. Plan goals, objectives, and delineated responsibilities.
 - b. Documentation of State and Federal requirements (LCRR and LCRI) for SLI completion published at the time of Plan development.
 - c. Documentation of permitting requirements, notification requirements, and utility-location information.

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- d. High-priority areas for field inspection efforts, proposed as part of Task B2.
 - e. Field inspection methods to be utilized and standard operating procedures (SOPs).
 - f. Public communication materials, including a door hanger template and a 1-page brochure, for the City's use in explaining the purpose and need of the field inspections.
4. Support with SLI Submittal to NC DEQ in 2025: FNI will support Lenoir with preparing the SLI ahead of NC DEQ's 2025 submittal deadline. Support will include a QC of the City's NC DEQ spreadsheet template content.
 5. Support with Service Line Material Notification Letters (Annual Letters) Preparation in 2025: Support Lenoir with preparing updated Annual Letters templates to water customers with lead, galvanized requiring replacement, or unknown service line ahead of NC DEQ's 2025 submittal deadline. The updated Annual Letters templates will incorporate any feedback from water customers and NC DEQ based on the 2024 Annual Letters.
 6. Support with Public Communication Materials in 2025: FNI will support Lenoir with preparing updated public communication materials (webpage content, FAQs) to accompany the 2025 SLI submittal to NC DEQ and 2025 Annual Letters. The updated public communication materials will incorporate any feedback from water customers and NC DEQ based on 2024 public communication materials.

Task C Deliverables:

1. SLI Completion and Maintenance Plan (Word, Excel, and/or PDF)
2. 2025 SLI submittal QC notes (Word and/or Excel)
3. Updated Annual Letter templates (Word)
4. Updated Public Communication materials (Word)

Task C Assumptions:

1. The City will make all necessary GIS edits for their SLI in Diamond Maps. FNI will not edit the City's SLI in Diamond Maps.
2. The City will submit required documentation to NC DEQ by 2025 submittal deadlines.
3. The City will publish public communication materials.

Task D: Funding Assistance

FNI will assist Lenoir with applying to the NC DEQ Division of Water Infrastructure (DWI) Drinking Water State Revolving Funding (DWSRF) – Lead Service Line Replacement (LSLR) program for a \$1 million Inventory Project in the November 1, 2024 award cycle.

1. The City will provide FNI with data needed to complete the DWSRF-LSLR application.
2. FNI will prepare and submit the application to NC DEQ DWI on behalf of the City.
3. FNI will assist the City with responding to requests for information from NC DEQ during the review process and if the City is awarded funding, including preparing an Inventory Project Scope of Work.
4. FNI will prepare and submit the Inventory Project Scope of Work to NC DEQ DWI on behalf of the City.
5. FNI will coordinate up to four (4) meetings with the City to prepare the funding application and Inventory Project Scope of Work.
6. FNI will coordinate up to two (2) meetings with NC DEQ to answer questions about the funding process.

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Task D Deliverables:

1. DWSRF-LSLR Inventory Project application materials (Word and PDF)
2. DWSRF-LSLR Inventory Project Scope of Work (Word and PDF)

Task D Assumptions:

1. The City will manage all funding award logistics if awarded funding.

FEE

Task	Fee
Task A: Project Management	\$ 14,800
Task B: Field Inspection Planning	\$ 91,000
Task C: Service Line Inventory Support and Development	\$ 35,400
Task D: Funding Assistance	\$ 13,800
Total Project Budget	\$ 155,000

SCHEDULE

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following project duration: October 2024 – December 2025.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

RESPONSIBILITIES OF OWNER

Owner shall perform the following in a timely manner so as not to delay the services of FNI:

1. Designate in writing a person to act as the City's representative with respect to the services to be rendered under this scope and fee, with contract authority to give instructions and make decisions with respect to FNI's services for the project.
2. Perform or arrange to have performed at no cost to FNI all field inspection activities using the SOP provided by FNI, unless Special Services task outline above is procured.
3. Notify and communicate with the public, including soliciting participation among residents in the neighborhoods identified by FNI for voluntary participation in the field investigation pilot study and sampling procedures.
4. Provide the final residential participant list for preliminary field investigations in coordination with FNI's recommendations and results of the City's use of FNI's communication templates.
5. Obtain any required permits and notify the customers who opt into the service line identification field inspection work, as well as obtain rights of entry, as necessary.
6. Provide all necessary WQP and lead/copper testing.
7. Provide all criteria and full information as to the City's requirements for the Project, including objectives and constraints, capacity and performance requirements, and any budgetary limitations.
8. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to completion of the Project.
9. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI and render in writing decisions pertaining thereto within a reasonable time so as not to delay or cause rework for services provided by FNI.

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10. Attend project meetings.
11. Give prompt written notice to FNI whenever the City becomes aware of any development that affects the scope or timing of FNI's services.
12. Furnish, or direct FNI to provide, Additional Services as stipulated below.
13. Bear all costs incidental to compliance with the requirements of these responsibilities reserved to the City.

ADDITIONAL SERVICES (NOT INCLUDED IN THIS SCOPE)

Additional Services are not included as part of this scope but can be included in a future contract amendment at the City's request.

1. Advanced screening of potential field inspection locations using online imagery to avoid locations requiring street, curb, or sidewalk.
2. Permitting support for any permits required for service line excavation.
3. Buried utility location support ahead of service line excavation.
4. Contract modifications, studies, or analyses required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
5. Presentation of results or testimony before elected officials, courts, or regulatory agencies outside of those described in the Basic Services and Special Services.
6. Providing Basic Services on an accelerated time schedule as compared to that presented in this scope and fee.
7. Delineation of new assets in GIS.
8. Survey.
9. Verification of the accuracy of drawings, GIS data, or other information furnished by the City.
10. Repairs of service lines found to be leaking or damaged as part of the visual inspection program.
11. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications except where identified in Basic Services.
12. Laboratory testing.
13. Permitting assistance and environmental / ecological studies.
14. Services for Phases 4 and through 5 excluded from this Scope and Fee.

DESIGNATED REPRESENTATIVES

FNI and Owner designate the following representatives:

Owner's Designated Representative – Jeff Church
City of Lenoir
Director of Public Utilities
P.O. Box 958
801 West Ave. NW
Lenoir, NC 28645
(828) 757-4459 x3709
jeff.church@lenoirnc.gov

FNI's Designated Representative – Brian T. White, PE
1017 Main Campus, Suite 1200
Raleigh, NC 27606
(919) 606-4275
brian.white@freese.com

FNI's Accounting Representative – Sharon James
801 Cherry Street, Fort Worth, TX 76102
(817) 735-7298
sharon.james@freese.com

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u>	<u>Workers' Compensation</u>
\$2,000,000 General Aggregate	As required by Statute
<u>Automobile Liability (Any Auto)</u>	<u>Professional Liability</u>
\$1,000,000 Combined Single Limit	\$3,000,000 Annual Aggregate
5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to City and in acceptance of Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If City designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where City is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Contract amendment #1: Lenoir Gateway Phase II

II. Background Information:

10/29/2024 – Initial Contract

The City of Lenoir contracted with Destination by Design a multi-disciplinary economic development firm located in Boone, North Carolina to provide design, bid administration and construction oversight for the Lenoir Gateway (Sign) Project (Phase I) and Vehicular Wayfinding Project (Phase 2). Phase II of the project consists of the survey, design, encroachment, bidding and construction administration for the three (3) remaining minor gateway signs located on (1) US321 and NC18 (2). Destination by Design has proposed providing design and project management services for \$113,500 plus 4% of construction cost.

Contract Amendment #1 This amendment includes the cost for the survey, design, encroachment, bidding and construction administration for one (1) sign (location) which is the Blowing Rock Blvd south approach located at the corner of Blowing Rock Blvd and Creekway Drive. Total additional fee is \$41,477 (10% of final construction cost - \$414,772).

Note: This sign location was not included in the original packet due to NCDOT removing it from the project.

III. Staff Recommendation:

Staff recommends approval of Amendment #1 for construction phase services/contract administration related to the installation of four (4) gateway signs in the amount of \$41,477 (10% of final construction cost - \$414,772) as submitted.

IV. Reviewed By:

City Attorney:

Public Works/Public Utilities Director: JH

City Manager:

Destination by Design and City of Lenoir Gateway Signage Construction Specifications Contract

(CONTRACT ADDENDUM) 10.29.2024

THIS AGREEMENT entered into this _____ day of _____, 2026, by and between the City of Lenoir, hereinafter referred to as the "Client" and Destination by Design Studios, PLLC, (DbD) a professional consulting firm, hereinafter referred to as the "Consultant", is an ADDENDUM to the AGREEMENT entered into on the 2nd DAY OF APRIL 2024. All provisions of the original contract shall remain.

1.0 Background

The Client executed a contract on 2nd day of April 2024 for the Consultant to provide construction specifications for three (3) major gateway signs leading into the City of Lenoir. The Client subsequently requested the Consultant to provide specifications for an additional gateway sign (located southbound from Boone, NC).

The Client, having received bids on the construction of four (4) wayfinding signs has requested to enter into the construction phase services.

2.0 Additional Scope and Fees

Task 1: Construction Phase Services/ Contract Administration. DbD shall advise and consult with the City during the Construction Phase. DbD shall have authority to act on behalf of the City only to the extent provided in this Agreement. DbD shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with facility construction, nor shall DbD be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. DbD shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. DbD's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date that DbD issues the final Certificate for Payment. Contract Administration services include a preconstruction meeting, evaluations of work at monthly on-site progress meetings, certificates for payment to contractor, submittal review, minor changes to work, substantial completion, and punch lists. It is anticipated these services will be provided over a 6 month construction timeline. Should the Contractor fail to perform the work within the construction timeline, additional contract administration services will be billed at hourly rates found in Section 3.2.

3.0 Schedule of Fees

The fees below are lump sum and in accordance with the Scope of Services identified in 2.0 above, barring substantial change in the project budget, scope of service, or schedule.

**CITY OF LENOIR
COUNCIL ACTION FORM**

- I. Agenda Item:** Consideration of a Capital Project Budget Ordinance for the Gateway Sign Project
- II. Background Information:** Attached for your consideration is the Capital Project Budget Ordinance for the Gateway Sign Project to include the expenditure of funds for the project. The project is to be funded by local funding and an allocation from the Lenoir Tourism Development Authority (LTDA). The total Capital Project Budget Ordinance is \$569,749.
- III. Staff Recommendation:** Staff requests that City Council adopt the Capital Project Budget Ordinance for the Gateway Sign Project

IV. Reviewed By:

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

Capital Project Ordinance for the City of Lenoir Gateway Signs Capital Project

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

Section 1: The project to authorize activities for the Gateway Signs Capital Project to include the expenditure of funds for the design, construction, installation, and project administration for the Gateway Signs Capital Project. The project is to be funded by local funding and an allocation from the Lenoir Tourism Development Authority (LTDA).

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

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

Description	Budget
Gateway Signs Construction, Installation & Design	\$569,749
Total Expenditures	\$569,749

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

Description	Budget
LTDA Funding	\$100,000.00
Local Funding	\$469,749.00
Total Revenue	\$569,749.00

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

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

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

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

Adopted this 3rd day of February, 2026.

Mayor

Clerk

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND THE
CITY OF LENOIR
FOR THE PROVISION OF CODE ENFORCEMENT:
February 04, 2026- June 30, 2026

This agreement, entered into on this the 04th day of February, 2026, by and between the Western Piedmont Council of Governments (hereinafter referred to as the “Planning Agency”) and the City of Lenoir, North Carolina (hereinafter referred to as the “Local Government”);

WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made part of this contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government and;

WHEREAS, the Planning Agency desires to cooperate the Local Government in every way possible to that end that the proposed activities are carried out in an efficient and professional manner;

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

1. **Personnel** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing** The Local Government will pay for expenses related to conferences, seminars, local travel, etc, of personnel when the Local Government requests or approves travel related to the Local Government’s Planning program, or if it is beneficial to both parties, the cost will be shared on an agreed upon ratio.

The Local Government will also pay for expenses related to printing of reports(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation** That for the purpose of providing the funds for carrying out this Contract, the Local Government will pay the Planning Agency a fee not to exceed **\$22,300.00 (twenty-two thousand three hundred dollars)** during the period beginning February 01, 2026 and ending June 30, 2026. These fees will be billed in quarterly payments.

4. **Termination/Modifications** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.
5. **Time of Performance** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps and documents submitted during the period beginning February 01, 2026 and ending June 30, 2026.
6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials**, No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members, officers, employees and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination, with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

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

LOCAL GOVERNMENT:
CITY OF LENOIR

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL
OF GOVERNMENTS

By: _____
Mayor

By: _____
Executive Director

Planning Agency:

By: _____
City Manager

By: _____
Chair

Pre-audit statement:

This instrument has been preaudited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: _____
Local Government Finance Officer

ATTACHMENT A
CITY OF LENOIR
CODE ENFORCEMENT
FEBRUARY 01, 2026 – JUNE 30, 2026
WORK PROGRAM

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning planning activities by the Western Piedmont Council of Governments for the City of Lenoir. The product(s) of the planning activities shall be:

WORK PROGRAM

- With Council guidance, identify and prioritize commercial properties that do not meet non-residential standards.
- Show Lenoir Code Compliance how to identify all violations on site and what owners can do to bring site into compliance with non-residential standards.
- Discuss most effective remedies for various situations (when to vacate and close, vacate and demo, charge civil penalties, and lawsuit).
- Give tips on overlapping code enforcement standards (public nuisance, minimum housing, fire code, & nonresidential) and involving other departments or entities.
- Attend site visits with Lenoir Code Compliance for nonresidential complaints.
- Assist in drafting warning letters, NOVs, findings of fact, and subsequent communications for nonresidential standards.
- Establish administrative hearing procedures and carry out said procedures.

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Change Order #3: Lenoir Vehicular Wayfinding Vac Boring

II. Background Information:

The City of Lenoir contracted with Destination by Design a multi-disciplinary economic development firm located in Boone, North Carolina to provide design, bid administration and construction oversight for the Lenoir Vehicular Wayfinding (Sign) Project. The Wayfinding project consists of the manufacturing and installation of fifty-five total wayfinding signs (36 Major and 19 Minor) at specified waypoints along public streets and corridors to assist motorist with locating City of Lenoir amenities. In July of 2022, the City of Lenoir applied for and was awarded a grant from the Appalachian Regional Commission (ARC) for \$250,000 (46% of total cost) with a local contribution of \$292,500 (54% of total cost) for an overall project cost of \$514,500. Funds provided by the Lenoir Tourism and Development Association (TDA- \$50,000) and ARPA funds will be utilized to provide the local funding match.

Change order #3 covers the cost of Vac Boring the remaining forty (40) holes need for Rite Lite Sign to complete installation of the concrete footers required for sign installation. Due to the amount of utility conflicts (power, gas, water/sewer and fiber) in the installation areas, Vac Boring is the only way to safely and efficiently dig and install footers without disturbing the existing utilities. Rite Lite Sign will subcontract and manage Vac Boring for \$62,000.00

III. Staff Recommendation:

Staff recommends approval of Change Order #3 for Rite Lite Sign to complete Vac Boring for the remaining forty (40) sign locations for a sum of \$62,000.00. All signs have been manufactured, once these footers are completed the remaining signs can be installed and the project closed out.

IV. Reviewed By:

City Attorney:

Public Works/Public Utilities Director: JH

City Manager:

Change Order #:82 77374

Fabrication Due Date:	
Paint Due Date:	
Assembly Due Date:	
UL / QC Due Date:	
Install Due Date:	



1000 Biscayne Dr
 Concord, NC 28027-8402
 Ph: (704) 788-7097 Fax: (704) 788-7091
 Web: <https://www.ritelitesigns.com>

Due Date:	2/27/2026
Project Manager:	Amy Martin
Salesperson:	Renae Hartsell
P.O. #:	
Production Due Date:	

Description: M&I Wayfinding Signage

Site: City of Lenoir Wayfinding

Site Address: General Delivery
 210-B Greer Circle
 Lenoir, NC 28645-9999

Site Contact Name:
Phone:

Cell:

Item #	Product	Quantity	Subtotal
7	Installation of Non-Electric Signs	40	\$62,000.00
	Description: CO#3 - Additional charges to be incurred for Vac Boring as required based on field survey/conditions/obstructions. * As of 1/21/2026, 40 holes are identified as requiring Vac Boring.		

Change Order Total

Subtotal:	\$62,000.00
Taxes:	\$4,185.01
Total:	\$66,185.01