

1. Agenda Packet

Documents:

[OCTOBER 16, 2018 AGENDA PACKET.PDF](#)

2. Meeting Materials

Documents:

[AFTER ACTION MEMO.PDF](#)

AGENDA



**CITY OF LENOIR
CITY COUNCIL MEETING
CITY HALL, THIRD FLOOR
801 WEST AVENUE
TUESDAY, OCTOBER 16, 2018
6:00 P.M.**



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. FY2017-2018 Audit Report: S. Eric Bowman, PA, will present the FY2017-2018 Annual Audit Report to City Council.
- C. Update; Caldwell UNC Healthcare: Mrs. Laura Easton, President and Chief Executive Officer, Caldwell UNC Healthcare, will address City Council regarding ongoing projects.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council Meeting of Tuesday, October 2, 2018, as submitted.
- B. Minutes: Approval of the closed session minutes of Tuesday, September 18, 2018, and Tuesday, October 2, 2018, as reviewed by the City Attorney, City Council and City Manager.
- C. Engineering Service Agreements; McGill Associates: City Staff recommends approval of an Engineering Service Agreement with McGill Associates for future water treatment plant improvements in the amount of \$64,000.00 and an Engineering Service Agreement with McGill Associates for distribution system improvements in the amount of \$84,000.00 for a total amount of \$148,000.00.

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 annual "Smoking in Foothills Barbeque" Event will be held all day on Friday, October 19 and Saturday, October 20 in downtown Lenoir. The public is invited to attend.
- 2. Fall Leaf Pick up began on Monday, October 15 and ends on Tuesday, January 15. Additional information is available on the City's website at www.cityoflenoir.com.

3. One Stop Voting is scheduled from Wednesday, October 17 through Friday, November 2 from 7:00 a.m. to 7:00 p.m. and on Saturday, November 3 from 8:00 a.m. until 1:00 p.m. in the City/County Chambers.
4. The Lenoir Tourism Development Authority will meet on Thursday, October 18 at 3:00 p.m. at City Hall, Second Floor Conference Room.
5. The Planning Board will meet on Monday, October 22 at 5:30 p.m. at City Hall, Third Floor, former Council Chambers.
6. The Committee of the Whole will meet on Tuesday, October 23 at 8:30 a.m. at City Hall, Third Floor, former Council Chambers.
7. The Foothills Regional Airport Authority will meet on Wednesday, October 24 at noon.
8. The annual Caldwell is Hiring Event will be held on Thursday, October 25 from 8:30 a.m. – noon at the J. E. Broyhill Civic Center.
9. The annual Pumpkin Patch Parade is scheduled on Friday, October 26 from 3:00 p.m. – 6:00 p.m. in downtown Lenoir.
10. The Meleah Mikeal Half-Marathon will be held on Saturday, November 3 at 9:00 a.m. at the Aquatic & Fitness Center.
11. City offices will be closed on Monday, November 12 in observance of Veterans Day. City offices will also be closed on Thursday, November 22 & Friday, November 23 in observance of the Thanksgiving holiday.
12. A Veterans Day Memorial Service will be held on Monday, November 12 from 11:00 a.m. – 12:30 p.m. at the Veterans Plaza on the square.
13. The City Council Meeting of Tuesday, November 6 has been **cancelled** due to Election Day. City Council will meet on Tuesday, November 20 at 6:00 p.m. at the City/County Chambers.

B. Items for Council Action

1. Order of Abatement; 828 Emerald Place: City Staff recommends Council adopt an Order of Abatement directing Staff to abate the minimum housing violations by demolishing the structure on the property of 828 Emerald Place, NCPIN#274808764 and Parcel ID #06164-1-48.
2. Order of Abatement; 1340 Fairview Drive: City Staff recommends Council adopt an Order of Abatement directing Staff to abate the minimum housing violations by demolishing the structure on the property of 1340 Fairview Drive, NCPIN#2748563698 and Parcel ID #06184-1-7.
3. Resolution Authorizing Exchange of Property: The City of Lenoir owns an approximately 0.610 acre vacant lot located at 132 Tremont Park Drive, NCPIN #2759790520, Parcel ID 09-57-1-26A. Martin Family Motorplex, LLC, owns an approximately 0.910 acre lot located at 1015 Wilkesboro Boulevard, NCPIN #2850817151, Parcel ID 09-97-3-6B that includes two (2) recently constructed buildings. It is the intent of the City of Lenoir to locate Lenoir Fire Department #3 at the 1015 Wilkesboro Boulevard site, utilizing the two (2) recently constructed buildings. **Note:** Staff recommends Council adopt the submitted Resolution Authorizing Exchange of Property subject to the following negotiated terms and conditions:
 - (A) Prior to completing the land exchange and closing the transaction, an access road to Taylorsville Road will be platted and constructed, including any

necessary associated water and storm water appurtenances, and the two (2) buildings will be modified, if necessary, to meet or exceed a Risk Category IV building code standard.

- (B) Martin Family Motorplex LLC will purchase the City-owned tract for \$38,000.
- (C) The City will purchase the Martin Family Motorplex LLC site, including improvements, for a not to exceed price of \$1,135,000.
- (D) In further consideration, the land exchange and closing is subject to both NC Local Government Commission and Blue Ridge Energy loan agreement approval.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- A. Board Announcements: Mayor Gibbons will announce for the general public the appointment of Schonna Banner to serve a term on the Parks and Recreation Advisory Board and Ben Boaz to serve a term on the Lenoir Housing Authority.

In addition, Mayor Gibbons' term as Vice-Chairman of the Foothills Regional Airport Authority is up for re-appointment. All of these appointments/re-appointment will be placed on the November 20th agenda for consideration of approval by City Council.

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT

City of Lenoir, North Carolina

Statement of Revenues, Expenditures and Changes in Fund Balances

Governmental Funds

For the Year Ended June 30, 2018

(Exhibit D)

	General	Special Revenue Fund	Non Major Governmental Funds	Total Governmental Funds
Revenues				
Ad valorem taxes	\$ 8,618,921			\$ 8,618,921
Other taxes and licenses	3,803,849			3,803,849
Unrestricted intergovernmental revenues	2,466,241			2,466,241
Restricted intergovernmental revenues	1,381,283	955,908		2,337,191
Permits and fees	200,465			200,465
Sales and services	1,390,189		7,350	1,397,539
Investment earnings	103,050		485	103,535
Miscellaneous	81,445			81,445
Payment from ABC Board	264,661			264,661
Total revenues	18,310,104	955,908	7,835	19,273,847
Expenditures				
Current:				
General Government	2,480,103			2,480,103
Public safety	8,218,902	68		8,218,970
Transportation	1,785,968			1,785,968
Environmental protection	768,562			768,562
Economic and physical development	530,335	892,930		1,423,265
Cultural and recreational	1,645,553			1,645,553
Capital projects			332,694	332,694
Debt service:				
Principal retirement	878,088			878,088
Interest and fees	27,893			27,893
Total expenditures	16,335,404	892,998	332,694	17,561,096
Excess (deficiency) of revenues over (under) expenditures	1,974,700	62,910	(324,859)	1,712,751
Other financing sources (uses)				
Transfers	(431,742)	136	431,606	-
Total other financing sources (uses)	(431,742)	136	431,606	-
Net change in fund balances	1,542,958	63,046	106,747	1,712,751
Fund balance - beginning	8,822,891	414,060	299,763	9,536,714
Fund balance - ending	\$ 10,365,849	\$ 477,106	\$ 406,510	\$ 11,249,465

City of Lenoir, North Carolina

Balance Sheet
Governmental Funds
June 30, 2018
(Exhibit C)

	General	Special Revenue Fund	Non Major Governmental Funds	Total Governmental Funds
Assets				
Cash and cash equivalents	\$ 9,051,528	\$ 760,725	\$ 134,401	\$ 9,946,654
Cash and cash equivalents-restricted			272,164	272,164
Taxes receivable (net)	275,382			275,382
Accounts receivable (net)	765,607			765,607
Other receivables	779,814	20,381		800,195
Total assets	<u>\$ 10,872,331</u>	<u>\$ 781,106</u>	<u>\$ 406,565</u>	<u>\$ 12,060,002</u>
Liabilities:				
Accounts payable	231,100	304,000	55	535,155
Total liabilities	<u>231,100</u>	<u>304,000</u>	<u>55</u>	<u>535,155</u>
Deferred Inflow of Resources:				
Unavailable Property Taxes	275,382			275,382
Total Deferred Inflows of Resources	<u>275,382</u>	<u>-</u>	<u>-</u>	<u>275,382</u>
Fund balances:				
Non Spendable				
Cemetery Care			272,164	272,164
Restricted				
Stabilization by State Statute	1,545,421			1,545,421
Substance Control	97,823			97,823
Public Safety	300,883			300,883
Assigned				
To Future Capital Projects			134,346	134,346
To Future Economic Development		477,106		477,106
Unassigned	8,421,722			8,421,722
Total fund balances	<u>10,365,849</u>	<u>477,106</u>	<u>406,510</u>	<u>11,249,465</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 10,872,331</u>	<u>\$ 781,106</u>	<u>\$ 406,565</u>	<u>\$ 12,060,002</u>

City of Lenoir, North Carolina

Enterprise Fund - Water and Sewer Fund

Supplemental Schedule of Revenues and Expenditures -

Budget and Actual (Non-GAAP)

For the Year Ended June 30, 2018

(Schedule 11, Part III)

Reconciliation from budgetary basis (modified accrual) to full accrual basis:

	2018 Actual
Total revenues and other financing sources on Schedule 11, Part I, Water and Sewer	\$ 9,687,742
Total expenditures on Schedule 7, Part II, Water and Sewer	<u>7,768,459</u>
Revenues and other sources over (under) expenditures and other uses:	<u>1,919,283</u>
Reconciling items:	
Grants - Capital Projects	219,307
Contributions - Capital Projects	10,050,000
Debt principal	1,128,047
Capital outlay	886,785
Transfer to Capital Projects	139,633
Decrease in accrued vacation pay	30,840
Depreciation expense	(1,352,329)
Increase in Inventory	78,065
Decrease in Deferred Outflows	(376,082)
Decrease in Deferred Inflows	20,040
Decrease in Net Pension Liability	371,727
Increase (Decrease) in deferred outflows of resources - OPEB	12,010
(Increase) Decrease in deferred outflows of resources - OPEB	(23,057)
(Increase) Decrease in OPEB Liability	<u>(2,469)</u>
Total reconciling items	<u>11,182,517</u>
Change in Net Position (Exhibit G)	<u>\$ 13,101,800</u>

City of Lenoir, North Carolina

Statement of Net Position

Proprietary Funds

June 30, 2018

(Exhibit F)

	Water and Sewer Fund
Assets	
Current assets	
Cash and cash equivalents	\$ 6,225,709
Accounts receivable (net)	478,591
Due from other Governmental Entities	883,269
Inventories	149,158
Restricted Cash and cash equivalents	7,942,437
Total current assets	<u>15,679,164</u>
Noncurrent assets	
Capital assets, net	<u>53,463,648</u>
Total assets	<u>69,142,812</u>
Deferred Outflows of Resources	
Pension Deferrals	607,908
OPEB Deferrals	12,010
Total Deferred Outflows of Resources	<u>619,918</u>
Liabilities	
Current liabilities	
Accounts payable	736,225
Installment purchase contracts - current	262,680
Revolving loan payable - current	917,694
Customer deposits payable from Restricted Assets	132,662
Compensated absences payable	75,334
Total current liabilities	<u>2,124,595</u>
Noncurrent liabilities	
Revolving loan payable	12,905,760
Installment purchase contracts payable	367,277
OPEB Liability	385,428
Compensated absences payable	61,636
Net Pension Liability	789,222
Total noncurrent liabilities	<u>14,509,323</u>
Total liabilities	<u>16,633,918</u>
Deferred Inflows of Resources	
Pension Deferrals	92,318
OPEB Deferrals	23,057
Total Deferred Inflows of Resources	<u>115,375</u>
Net Position	
Net investment in capital assets	39,010,237
Unrestricted Net Position	14,003,200
Total Net Position	<u>\$ 53,013,437</u>

Management's Discussion and Analysis
For the Year ended June 30, 2018

**City of Lenoir's Outstanding Debt
Revolving Loans and Installment Purchases**

Figure 7

	Governmental Activities		Business-type Activities		Total	
	2018	2017	2018	2017	2018	2017
Revolving Loans	\$ -	\$ -	\$ 13,823,454	\$ 11,274,614	\$ 13,823,454	\$ 11,274,614
Installment Purchase Contracts	1,138,974	2,017,062	629,957	1,128,608	1,768,931	3,145,670
Total	\$ 1,138,974	\$ 2,017,062	\$ 14,453,411	\$ 12,403,222	\$ 15,592,385	\$ 14,420,284

The above debt of the City of Lenoir increased by \$1,172,101 (8.13%) during the past fiscal year.

As mentioned in the financial highlights section of this document, the City of Lenoir has an "A" rating from Standard & Poor's, dated March of 1999; an "A2" rating from Moody's Investors Services dated July of 1997; and an "81" council rating from the North Carolina Municipal Council, Inc., dated January of 1999.

North Carolina general statutes limit the amount of general obligation debt that a unit of government can issue to 8 percent of the total assessed value of taxable property located within that government's boundaries less statutory deductions for bonds applicable to water systems. The legal debt margin for City of Lenoir is \$166,168,560.

Additional information regarding the City of Lenoir's long-term debt can be found beginning on page 63 of this report.

Economic Factors and Next Year's Budgets and Rates

During fiscal year 2017-2018, the economic indicators for Lenoir exhibited small, but significant gains, reflecting that the economy of the City is beginning to recover from the impact of the national recession. Retail sales tax revenue and local occupancy tax revenue both increased. The Hickory-Lenoir-Morganton MSA unemployment rate continued to decline with the availability of more private sector jobs.

**LENOIR CITY COUNCIL
TUESDAY, OCTOBER 2, 2018
6:00 P.M.**

PRESENT: Mayor Gibbons presiding. Councilmembers present were Beal, Perdue, Perkins, Rohr, Stevens, Thomas and Willis. Also in attendance were City Manager Hildebran, and City Clerk Cannon.

ABSENT: City Attorney Blair.

I. CALL TO ORDER

- A. The meeting was opened by a moment of silence followed by the Pledge of Allegiance led by Mayor Gibbons.

COMMENDED; POLICE DEPARTMENT

STAFF: B. On behalf of City Council, Mayor Gibbons commended the Staff of the Police Department for all they do for the citizens of Lenoir.

PROMOTION; BRETT

INGRAM: C. Police Chief Brent Phelps announced the promotion of Brett Ingram to the rank of Lieutenant and commended him for his excellent work. Lieutenant Ingram will be assigned to the Patrol Division.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Upon a recommendation by City Manager Hildebran, the following Consent Agenda items were submitted for approval:
1. Minutes: Approval of the minutes of the City Council Meeting of Tuesday, September 18, 2018, as submitted.
 2. Minutes: Approval of the minutes of the Committee of the Whole Meeting of Tuesday, September 25, 2018 as submitted.

Upon a motion by Councilmember Perkins, Council voted 7 to 0 to approve the above listed items on the Consent Agenda as recommended by City Manager Hildebran.

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

- A. Items of Information

NATIONAL NIGHT

OUT: 1. The Police Department's National Night Out event was held on Tuesday, October 2 on the square from 6:00 p.m. – 9:00 p.m.

2019 HOLIDAY

SCHEDULE: 2. The 2019 Holiday Scheduled was submitted to Council as information. (A copy of the schedule is hereby incorporated into these minutes by reference. (Refer to page 258).

2019 CITY COUNCIL MEETING

SCHEDULE: 3. City Council voted 7 to 0 to approve the Meeting Schedule for 2019 as submitted. (A copy of the meeting scheduled is attached to these minutes as information and will also be available on the City's website at www.cityoflenoir.com. Refer to pages 259 and 260). Please note there will only be one Council Meeting in November 2019, which will be held on Tuesday, November 12, 2019.

CRUISE-IN: 4. A Cruise-In event will be held on Saturday, October 6 at 4:00 p.m. in downtown Lenoir.

CITY/COUNTY SERVICES

COMMITTEE:

5. The City/County Services Committee will meet on Monday, October 8 at 11:45 a.m.

CALDWELL COUNTY ECONOMIC DEVELOPMENT

COMM: 6. The Caldwell County Economic Development Commission will meet on Tuesday, October 9 at 8:00 a.m.

ABC

BOARD: 7. The ABC Board will meet on Thursday, October 11 at 2:00 p.m. at Lenoir Store No. 1 located at 115 ABC Court.

LENOIR TOURISM DEVELOPMENT

AUTHORITY:

8. The Lenoir Tourism Development Authority will meet on Thursday, October 18 at 3:00 p.m.

LENOIR BUSINESS ADVISORY

BOARD: 9. The Lenoir Business Advisory Board will meet on Thursday, October 11 at 6:00 p.m. at City Hall, Third Floor, former Council Chambers.

PARKS & RECREATION ADVISORY

BOARD: 10. The Parks and Recreation Advisory Board will meet on Monday, October 15 at 6:00 p.m. at the Optimist Clubhouse.

MEETING

LOCATION: 11. The City Council Meeting of Tuesday, October 16 will be held at City Hall, Third Floor, former Council Chambers due to early voting.

ONE STOP

- VOTING:** 12. One Stop Voting is scheduled from Wednesday, October 17 through Friday, November 2 from 7:00 a.m. until 7:00 p.m. Early voting will also be available on Saturday, November 3 from 8:00 a.m. until 1:00 p.m. in the City/County Chambers.

CALDWELL IS

- HIRING:** 13. The annual Caldwell is Hiring Event will be held on Thursday, October 25 from 8:30 a.m. until noon at the J. E. Broyhill Civic Center.

B. ITEMS FOR COUNCIL ACTION

BID AWARD; J. E. BROYHILL PARK

IMPROVEMENTS PROJECT; PHASE I:

1. Bids were received on Friday, September 28 for the J. E. Broyhill Park Improvements Project, Phase I. City Staff recommended the low bid of \$20,550 be awarded to Mountain Crest, LLC, for the Curb, Guttering and Sidewalks part of this project.

A copy of the bid tab is hereby incorporated into these minutes by reference. (Refer to Page 261).

Councilmember Todd Perdue asked to be recused from voting as Mountain Crest, LLC, is a client of his firm.

Motion

Upon a motion by Councilmember Thomas, Council voted 6 to 0 to recuse Mr. Perdue from voting as requested.

Motion

Upon a motion by Councilmember Rohr, Council voted 6 to 0 to approve the low bid of \$20,550 to Mountain Crest, LLC as described above and as recommended by City Staff.

BID AWARD; PAVING PROJECT;

J.E. BROYHILL PARK; PHASE I:

2. Bids were received on Tuesday, October 2, for the Paving Project; Phase I, at J. E. Broyhill Park. City Staff recommended Council award the low bid of \$33,354.42 to M & K Enterprises, LLC, of Denver, NC, for paving the parking lot at the Park.

(A copy of the bid tab is hereby incorporated into these minutes by reference. (Refer to page 262).

City Manager Hildebran commended Recreation Director Kenny Story and Public Works Director Jared Wright for all of their assistance and hard work regarding this project.

Upon a motion by Mayor Pro-Tem Willis, Council voted 7 to 0 to award the low bid of \$33,354.42 to M & K Enterprises, LLC, of Denver, NC, as recommended by City Staff.

**DELEGATES; NATIONAL LEAGUE OF
CITIES CONFERENCE:**

3. Upon a recommendation by Councilmember Rohr, Council voted 7 to 0 to appoint Councilmember Crissy Thomas to serve as the Delegate and Mayor Pro-Tem Ben Willis to serve as the Alternate Voting Delegate at the National League of Cities Annual Conference to be held November 6 through 11 in Los Angeles.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

**VACANCIES; AUTHORITIES/BOARDS/
COMMISSIONS:**

4. Mayor Gibbons announced for the general public there are two vacancies available on the Parks and Recreation Advisory Board and one vacancy on the Lenoir Housing Authority Board. Applications are being reviewed for these appointments and individuals interested in serving on one of the City's Boards may pick up an application at City Hall or go online at www.cityoflenoir.com.

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

CLOSED SESSION:

- A. Pursuant to N.C.G.S. §143-318.11(a), (5), and upon a motion by Councilmember Perdue, which carried unanimously, City Council entered into closed session to discuss property acquisition.

OPEN SESSION:

- B. Upon a motion by Councilmember Rohr, Council voted 7 to 0 to re-enter into open session.

X. ADJOURNMENT

- A. There being no further business, the meeting was adjourned at 6:30 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

CITY OF LENOIR

2019 HOLIDAY SCHEDULE

Tuesday, January 1

New Year's Day

Monday, January 21

Martin Luther King, Jr. Day

Friday, April 19

Good Friday

Monday, May 27

Memorial Day

Thursday, July 4

Independence Day

Monday, September 2

Labor Day

Monday, November 11

Veterans Day

Thursday, November 28

Thanksgiving Holiday

Friday, November 29

**Tuesday, Wednesday & Thursday
December 24, 25, & 26**

Christmas Holiday

CITY OF LENOIR

LISTING OF CITY COUNCIL MEETINGS FOR 2019

JANUARY

City Council	Tuesday, January 15	6:00 p.m.
Committee of the Whole	Tuesday, January 22	6:00 p.m.

FEBRUARY

City Council	Tuesday, February 5	6:00 p.m.
City Council	Tuesday, February 19	6:00 p.m.
Committee of the Whole	Tuesday, February 26	8:30 a.m.

MARCH

City Council	Tuesday, March 5	6:00 p.m.
City Council	Tuesday, March 19	6:00 p.m.
Committee of the Whole	Tuesday, March 26	8:30 a.m.

APRIL

City Council	Tuesday, April 2	6:00 p.m.
City Council	Tuesday, April 16	6:00 p.m.
Committee of the Whole	Tuesday, April 23	8:30 a.m.

MAY

City Council	Tuesday, May 7	6:00 p.m.
City Council	Tuesday, May 21	6:00 p.m.
Committee of the Whole	Tuesday, May 28	8:30 a.m.

JUNE

City Council	Tuesday, June 4	6:00 p.m.
City Council	Tuesday, June 18	6:00 p.m.
Committee of the Whole	Tuesday, June 25	8:30 am.

JULY

City Council	Tuesday, July 16	6:00 p.m.
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***Only one meeting in July.**

AUGUST

City Council	Tuesday, August 6	6:00 p.m.
City Council	Tuesday, August 20	6:00 p.m.
Committee of the Whole	Tuesday, August 27	8:30 a.m.

SEPTEMBER

City Council	Tuesday, September 3	6:00 p.m.
City Council	Tuesday, September 17	6:00 p.m.
Committee of the Whole	Tuesday, September 24	8:30 a.m.

OCTOBER

City Council	Tuesday, October 1	6:00 p.m.
City Council	Tuesday, October 15	6:00 p.m.
Committee of the Whole	Tuesday, October 22	8:30 am.

NOVEMBER

City Council	Tuesday, November 12	6:00 p.m.
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***Only one meeting in November.**

2019 SCHEDULE OF EVENTS

NCLM MEETINGS

Event

February 20	Town & State Dinner
May 14-16	Annual City Vision Conference (Hickory)

NLC MEETINGS

Event

March 10-13	Congressional City Conference (Washington, DC)
November 20-23	City Summit (San Antonio, Texas)



BID TAB

Public Bid Opening

2018 J.E. Broyhill Park Curb, Guttering & Sidewalk

City of Lenoir

September 28, 2018 - 1:00 p.m. Local Time

Kenny Story

Recreation Director

Contractor	Bid Security	Bid Price
Mountain Crest, LLC	Yes	\$20,550.00
Precision Contracting	Yes	\$22,487.00
Tim & Sons Concrete	Yes	\$27,500.00
Valdese Concrete	No Bid	
Unifour Concrete	No Bid	



2018 J.E. Broyhill Park Paving
City of Lenoir

Kenny Story
Recreation Director

[illegible]

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration of Engineering Service Agreements with McGill Associates for Future Water Treatment Plant Improvements and Distribution System Improvements
- II. Background Information:** Submitted for your consideration and approval are two engineering services agreements with McGill Associates Engineers to perform work associated with and necessary for the development of Preliminary Engineering Reports (PER) for future improvements to the Bernhardt Water Treatment Plant and the water distribution system. These improvements have been included for several years in the Utilities Capital Improvements Plan (CIP). The PERs assist us in understanding the scopes of the projects and also in developing cost estimates that will be needed when considering funding options for the identified projects. Two services agreements were chosen due to the scope of the projects being evaluated. One is specific to the water treatment plant and the other is more specific to the water distribution system. The facilities have different needs and are on a different time line as they relate to the CIP. It is my recommendation to utilize this approach to keep the flow of work related to the studies moving more efficiently. The water treatment plant service agreement is in the amount of \$64,000.00. The water distribution system service agreement total amount is \$84,000.00.
- III. Staff Recommendation:** Staff recommends City Council approval of the two Engineering Service Agreements with McGill Associates for future water treatment plant improvements and distribution system improvements.
- IV. Reviewed by:**
- City Attorney:** _____
- Finance Director:** _____
- Public Works/Public Utilities Director:** _____



September 21, 2018

Mr. Scott Hildebran, City Manager
City of Lenoir
Post Office Box 958
Lenoir, North Carolina 28645

RE: Proposal for Engineering Services
WTP Future Expansion Study

Dear Mr. Hildebran:

Pursuant to your request, McGill Associates, P.A. is pleased to submit this proposal to provide professional engineering services related to the accomplishment of a study to review plant optimization and future expansion strategies for the George L. Bernhardt Sr. Water Treatment Plant. This effort will also include a Site Masterplan related to the optimization and future expansion requirements.

Scope of Services:

1. Existing Facilities

- a. Review topographical survey data
- b. Review design parameters for existing key infrastructure components
- c. Review electrical, generator, SCADA, and Duke Energy service
- d. Review potential conflicts
- e. Review operational constraints with staff

2. Project Planning

- a. Review future operations with City operations staff
- b. Confirm Process Flow Diagram for expansion
- c. Meet with City operations staff to discuss proposed improvements

3. Site Masterplan Update

- a. Review existing site constraints
- b. Estimating land requirements for future processes and expansion facilities
- c. Siting of new primary and accessory structures
- d. Prepare a conceptual layout plan for plant optimization and future expansion requirements

Mr. Scott Hildebran
September 21, 2018
Page 2 of 3

4. Proposed Improvements and Future Requirements

- a. Design Criteria and Preliminary Unit Sizing:
 - i. Raw Water Intake
 - ii. Raw Water Piping
 - iii. Mechanical Pre-Treatment
 - iv. Mixing / Flocculation / Sedimentation
 - v. Filtration
 - vi. Chemical Feed
 - vii. Electrical and Controls
 - viii. Standby Power

5. Clearwell Storage

6. Finished Water Pumping

- a. Cajah's Pump Station
- b. Whitnel Pump Station

7. Residuals Settling, Pumping, Storage, Dewatering, and Disposal

8. Identifying a Strategy for Future Environmental Assessment and Permitting

- a. FERC / Duke Energy
- b. Catawba Wateree
- c. Secondary and Cumulative Impacts
- d. Authorization to Construct

9. Develop Opinion of Probable Construction Cost

10. Develop Project Implementation Schedule Options

- a. Project delivery method – standard or accelerated
- b. Project divisions / phases

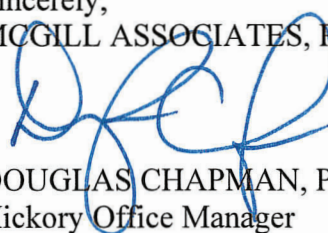
Mr. Scott Hildebran
September 21, 2018
Page 3 of 3

Basis for Compensation:

Based on the above understanding and scope of services, we propose to provide our services for a **lump sum fee of \$64,000**. McGill Associates will invoice on a monthly basis as work progresses. Please note that these fees do **not** include environmental assessments, permitting services, design phase services, bidding and award phase services, construction phase services, geotechnical exploration costs, or legal costs.

If you find this proposal acceptable, please sign and return the attached consulting services agreement as your authorization to proceed. We are prepared to begin work immediately upon your authorization. We appreciate this opportunity to be of service to the City of Lenoir and look forward to working with you and your staff on this important project.

Sincerely,
MCGILL ASSOCIATES, PA



DOUGLAS CHAPMAN, PE
Hickory Office Manager

Attachments: Basic Fee Schedule
Consulting Services Agreement

CITY OF LENOIR – ACCEPTANCE

This proposal is accepted this the _____ day of _____, 2018

Signature: _____

Printed Name: _____

Title: _____



BASIC FEE SCHEDULE

August 2018

<u>PROFESSIONAL FEES</u>	<u>Current Rate</u>
Firm Principal	\$205.00
Program Services Manager I	\$160.00
Program Services Manager II	\$170.00
Senior Project Manager I	\$170.00
Senior Project Manager II	\$180.00
Senior Project Manager III	\$185.00
Project Manager I	\$150.00
Project Manager II	\$160.00
Project Engineer I	\$110.00
Project Engineer II	\$120.00
Project Engineer III	\$140.00
Engineering Associate I	\$ 90.00
Engineering Associate II	\$ 95.00
Engineering Technician I	\$ 90.00
Engineering Technician II	\$100.00
Engineering Technician III	\$110.00
Environmental Specialist I	\$ 85.00
Environmental Specialist II	\$ 95.00
Electrical Engineer I	\$110.00
Electrical Engineer II	\$120.00
Electrical Engineer III	\$140.00
Electrical Engineering Associate I	\$ 90.00
Electrical Engineering Associate II	\$ 95.00
Electrical Engineering Technician I	\$ 90.00
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Mechanical Engineering Technician III	\$110.00
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CADD Operator II	\$ 85.00
CADD Operator III	\$ 90.00
Construction Services Manager I	\$130.00
Construction Services Manager II	\$145.00
Construction Administrator I	\$ 95.00
Construction Administrator II	\$105.00
Construction Administrator III	\$115.00
Construction Field Representative I	\$ 85.00
Construction Field Representative II	\$ 90.00
Construction Field Representative III	\$ 95.00
Construction Services Coordinator	\$ 80.00
Planner I	\$100.00
Planner II	\$115.00
Planner III	\$135.00
Planner IV	\$145.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Technician I	\$ 75.00
Survey Technician II	\$ 82.00
Survey Field Technician I	\$ 60.00
Survey Field Technician II	\$ 65.00
Survey Field Technician III	\$ 70.00
Administrative Assistant (I-II)	\$ 70.00
Administrative Assistant III	\$ 80.00
Accounting Assistant (I-II)	\$ 80.00

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

CONSULTING SERVICES AGREEMENT

This contract entered into this _____ day of _____, 20__ by and between the City of Lenoir hereinafter called the Client, and McGill Associates, P.A.;

Witnesseth that: Whereas, the Client desires to engage McGill Associates to provide consulting services; and,
 Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,
 Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,
 Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the Exhibit "Scope of Services" to this Agreement, hereinafter called services. Additional services will be invoiced in accordance with the attached rate and fee schedule.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Exhibit "Basis for Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said thirty (30) days at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay McGill Associates' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. McGill Associates shall not be bound by any provision such as contained in a purchase order or wherein McGill Associates waives any rights to a mechanic's lien or any provision conditioning McGill Associates' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that McGill Associates shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days of receipt of the invoice shall constitute a release of McGill Associates from any and all claims of negligence which Client may have. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, McGill Associates may do so at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written

notice and diligently complete the correction thereafter. On termination, McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed \$50,000. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document:

1. Proposal including Scope of Services and Basis of Compensation
2. Fee Schedule

McGill Associates, P.A.



 Name: Douglas Chapman, PE
 Title: Hickory Office Manager
 Address: 1240 19th Street Lane, NW
 Hickory, North Carolina 28601

Client: City of Lenoir
 Authorized Signature:

 Name: Scott Hildebran
 Title: City Manager
 Address: Post Office Box 958
 Lenoir, North Carolina 28645



October 10, 2018

Mr. Scott Hildebran, City Manager
City of Lenoir
Post Office Box 958
Lenoir, North Carolina 28645

RE: Proposal for Engineering Services
Water Distribution System Tasks

Dear Mr. Hildebran:

Pursuant to your request, McGill Associates, P.A. has provided a proposal (under separate cover) to study the proposed optimization and future expansion of the George L. Bernhardt Sr. Water Treatment Plant. As we have discussed, the City is also in need of evaluating the water distribution system's ability to handle future water demands, transmission and storage needs. This would be best performed by dividing the scope into multiple tasks.

Scope of Services:

McGill Associates proposes to provide the following engineering services for these water distribution system related tasks:

1. **Transmission Main Capacity Evaluation** – Evaluate the capability of the major transmission mains in both the High and Low Pressure Zones to handle future water demands and peak flow rates. This task would involve creating scenarios in the water hydraulic model to evaluate the impact of increased pumped flows to the major water storage tanks in both zones, as well as the transmission main capability from the Cajah's Mountain Tanks towards downtown Lenoir.
2. **Whitnel Transmission Main – Preliminary Routing Study** – The City's Low Pressure Zone is limited in capacity and pressure by the age and material of the main transmission main. A proposed project has been on the CIP for years to replace the aged, cast iron 20" water transmission main for both reliability and increased capacity in this pressure zone. This task would involve the preliminary routing of a new 24" or larger water main from the water treatment plant to the Sawmills area in order to develop a preliminary opinion of probable costs, permitting requirements, and scope of easements that would be expected for this project.

Mr. Scott Hildebran
October 10, 2018
Page 2 of 3

3. **Divisional Valves** – The water distribution system includes many “divisional valves” and a few pressure reducing valves that separate the High and Low Pressure Zones. The condition and open/close status of these valves are unknown. As water demands increase, the ability to know and control flow between these pressure zones will become more critical. This task would evaluate a methodology, preliminary detail, and estimated cost for adding automated control valves at these locations. This would allow divisional valves to be replaced/upgrade in the future on a valve-by-valve basis.
4. **Finley Area / “Medium” Pressure Zone** – The City desires to address pressure and supply issues in the West End / Freedman area, including fire flows. This project appears on the City’s Capital Improvements Plan (CIP) for the near future. One path to address these issues is to create a new pressure zone for the targeted area. This task would involve the preparation of a Preliminary Engineering Report (PER) to evaluate up to three (3) alternatives (one including a solution that could also benefit an industrial customer), preliminary opinions of probable costs, and a recommendation for this project. The PER for this project was included on the CIP for Fiscal Year 2018-19.
5. **Water System Interconnect Evaluation** – The City desires to evaluate the feasibility of potential future interconnects with nearby water systems including Granite Falls, Hickory, and Morganton. This preliminary evaluation would include a limited review of water treatment capacity, system locations, elevations and hydraulics, and water system layout for these nearby water providers. After reviewing background information and capacity, a skeletonized water model would be prepared to determine piping, pumping, and storage requirements to transfer water between the systems. Rough Order of Magnitude (ROM) costs would be prepared for feasibility and comparison purposes.

Coordination and/or meetings with water suppliers would **not** be included, and would be considered additional services if requested. The basis for the evaluation would be publicly available information and any additional information provided by the City of Lenoir.

McGill Associates will review preliminary findings of these tasks with City staff at key points for feedback and revisions before finalizing the results and recommendations.

Basis for Compensation:

Based on our understanding of the project scope, we propose to provide our services for the **lump sum fees** shown below.

Mr. Scott Hildebran
 October 10, 2018
 Page 3 of 3

<u>Task</u>	<u>Fee</u>
1. Transmission Main Capacity Evaluation	\$12,000
2. Whitnel Transmission Main – Preliminary Routing Study	\$10,000
3. Divisional Valve Improvements	\$8,000
4. Finley Area / “Medium” Pressure Zone	\$35,000
5. Water System Interconnect Evaluation	\$19,000

McGill Associates will invoice on a monthly basis as work progresses. Please note that these fees do **not** include environmental assessments, permitting services, surveying, design phase services, bidding and award phase services, construction phase services, geotechnical exploration costs, or legal costs.

If you find this proposal acceptable, please sign and return the attached consulting services agreement as your authorization to proceed. We appreciate this opportunity to be of service to the City of Lenoir and look forward to working with you and your staff on this important project.

Sincerely,
 MCGILL ASSOCIATES, PA



DOUGLAS CHAPMAN, PE
 Hickory Office Manager

Attachments: Basic Fee Schedule
 Consulting Services Agreement

CITY OF LENOIR – ACCEPTANCE

This proposal is accepted this the _____ day of _____, 2018

Signature: _____

Printed Name: _____

Title: _____



BASIC FEE SCHEDULE

August 2018

<u>PROFESSIONAL FEES</u>	<u>Current Rate</u>
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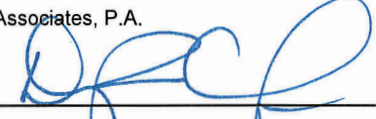
15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

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17. Attachments to this document:

1. Proposal including Scope of Services and Basis of Compensation
2. Fee Schedule

McGill Associates, P.A.



Name: Douglas Chapman, PE
 Title: Hickory Office Manager
 Address: 1240 19th Street Lane, NW
 Hickory, North Carolina 28601

Client: City of Lenoir
 Authorized Signature:

Name: Scott Hildebran
 Title: City Manager
 Address: Post Office Box 958
 Lenoir, North Carolina 28645

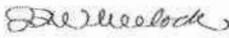
CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** City staff request that City Council adopt an Order of Abatement directing staff to abate the minimum housing violations by demolishing the structure on the property of 828 Emerald Pl.
- II. Background Information:** The subject structure is unfit for human habitation and attempts to achieve owner abatement have been unsuccessful. See attached time line for detailed information.
- III. Staff Recommendation:** Recommend adoption of the attached ordinance, directing staff to proceed with the demolition and removal of the structure.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director:  _____

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

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

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

WHEREAS, the owner of this dwelling, **Elizabeth B Jones**, has been given a reasonable opportunity to bring the dwelling up to the standards of the Minimum Housing Standards accordance with G.S. 160A-443 (5) pursuant to an order issued by the Minimum Housing Inspector on July 6, 2018 and the owner has failed to comply with the order;

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

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

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

on the building located at the following address: **828 Emerald Pl**
Lenoir, North Carolina.
Parcel-ID 06164 1 48
NCPIN 2748087641

Section 2. The Minimum Housing Inspector is hereby authorized and directed to proceed to remove or demolish the described above dwelling in accordance with this Order, and in accordance with the City of Lenoir Minimum Housing Code, and NCGS Chapter 160A, Article 19, Part 6.

Section 3. The cost of demolition and improvement of the lot shall be a tax lien on the real property as provided by G.S. 160A-443 (6).

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

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

Adopted this the 16th day of October, 2018.

**JOSEPH L. GIBBONS
MAYOR**

ATTEST:

**SHIRLEY M. CANNON
CITY CLERK**

APPROVED AS TO FORM:

**EDWARD H. BLAIR, JR
CITY ATTORNEY**



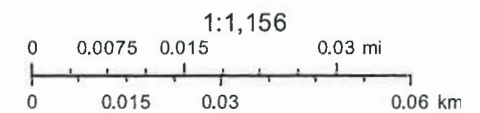
This map is NOT of land survey quality and is NOT suitable for such use.

Owner JONES ELIZABETH B
828 EMERALD PL SW
LENOIR, NC 28645

Acct Number 108366
Parcel ID 06164 1 48
NCPIN 2748087641

Deferred Val \$
Assessed Val \$105,200
Calc Acreage 0.45460963
Land Units 125 (FF)
Legal Desc 1014/0163 1990 52.00 BY DEATH
Plat Ref /
Property Addr 828 EMERALD PL

Caldwell County



May 21, 2018

Owner: Elizabeth B Jones
 Property: 828 Emerald Pl
 NC Pin No. 2748087641
Minimum Housing Violation Time Line

<u>Date</u>	<u>Description</u>
2017-2018	This property had been reported to City by police and paramedics for the poor living conditions inside the dwelling. The property has been vacant for over two years, but prior to that a sibling to the owner was living in the structure. The plumbing, along with many other things in the house did not work. Large amounts of human waste are throughout the entire dwelling. The City received numerous complaints from neighbors regarding the minimum housing violation. Due to the over grown vegetation and the junk/debris vermin were beginning to enter onto neighboring properties.
Early 2018	The vacant house led to an increase in crime. The dwelling had been broke into and was unsecure. A vehicle that was kept in the driveway had been stolen, but was later recovered by police. The amount of police activity along with neighbors continuing to call in complaints this property quickly rose to the top of the minimum housing priority list.
June, 2018	Once the property had made it into the top 10 on the priority list another inspection of the property was held. There were large amounts of debris around the dwelling. Water had been coming into the structure through the eve boxes. Rats were seen going in the open rear door. The grass was very tall at that time, but a neighbor had begun mowing the front yard. With the amount of human waste and the infestation of rats this property is a health/ safety hazard.
July 6, 2018	Initial minimum housing violation/hearing notice was mailed to the property owner on this date. Two copies of the letter were mailed one first class and one registered mail. Initial minimum housing letter requested that the property owner contact the housing inspector to set up time for an onsite hearing to discuss the housing violations and abatement procedures. Owner failed to contact the housing inspector and both letters were returned. A copy of the letter was attached to the dwelling. Certified Mail No. 7016 2710 0001 1759 1815
July 6, 2018	Final minimum housing order to abate letter was mailed to the property owner on this date. Two copies of this letter were mailed, one first class and one registered mail. Due to the dilapidated condition of the structure and the health/safety hazard, the final order was to demolish the dwelling and remove it from the property. Both letters were returned to sender. A copy of the letter was attached to the dwelling. Certified Mail No. 7016 2710 0001 1759 1761
October 5, 2018	In accordance with the City of Lenoir Code of Ordinance a Notice of Order to Demolish was submitted in the Lenoir News Topic. The ad requested that any person having or claiming an interest in the property be present for the City Council meeting. The ad was submitted and ran once a week for two consecutive weeks. Ad published on Tuesday October 9, 2018 and Tuesday October 16, 2018.
October 11, 2018	At this time it is requested that an ordinance be passed for the demolition of the dwelling at 828 Emerald Pl. This demolition will be performed on November 1, 2018 and all fees accumulated will be placed as a lien on the property.

Minimum Housing Violation Affidavit
(828 Emerald Pl)

I, Zach Clark affirm that as the housing inspector for the City of Lenoir I have made every possible attempt to contact the property owners of 828 Emerald Pl. I have exhausted all resources in the effort to find the owners and/or heirs of the property mentioned above. The dwelling is unfit for human habitation and is a health/safety hazard for nearby neighbors. At this time the best course of action to eliminate the minimum housing violations is to demolish the structure and remove all debris from the property.

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

10-11-2018

Date

Zach Clark

Zach Clark

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned Notary Public, do hereby affirm that Zach Clark personally appeared before me on the 11th day of October 2018 and signed the above Affidavit as his free and voluntary act and deed.

Jacqueline Sigmon
Notary Public Jacqueline Sigmon



CITY MANAGER
SCOTT E. HILDEBRAN



CITY OF LENOIR
NORTH CAROLINA

MAYOR
Joseph L. Gibbons

CITY COUNCIL
J.T. BEAL
T.H. PERDUE
J.I. PERKINS
T.J. ROHR
D.F. STEVENS
C.D. THOMAS
B.K. WILLIS

July 6, 2018

Elizabeth B Jones
828 Emerald Pl
Lenoir, PL 28645

Certified Mail: 7016 2710 0001 1759 1815

MINIMUM HOUSING VIOLATION AND HEARING NOTICE

To: **Elizabeth B Jones**, owner(s) of property located at **828 Emerald Pl** (PIN: 2748087641) in the City of Lenoir, North Carolina.

Unsafe Buildings: General Statute 160A-426, 160A-446, 160A-429
North Carolina Code Officials Enabling Act: 160A-412

Condition of structure is determined as: **Deteriorated** ☐
Dilapidated ☒

After receiving a complaint concerning minimum housing violations at the address listed above an inspection of the property to assess the violations is now required. As the legal owner, you have ten (10) days to call the City of Lenoir Housing Inspector to establish a hearing date and location that must be held within the specified timeframe.

The following code violations have been determined: If further inspection is required, additional violations may be added.



G.S. 160A-428

That the building or structure is in a condition that appears to meet one or more of the following conditions:

- A. Constitutes a fire or safety hazard.**
- B. Is dangerous to life, health, or other property.**
- C. Is likely to cause or contribute to blight, disease, vagrancy, or danger to children.**
- D. Has a tendency to attract person(s) intent on criminal activities or other activities which would constitute a public nuisance.**

The property listed above is in violation of the City of Lenoir Minimum Housing Standards. Due to the amount of structural damage the dwelling is classified as dilapidated and unfit for human habitation. The structure is currently unsecure and is a safety hazard. In order to abate the minimum housing violations and the health/safety hazards, the dwelling must be demolished and removed from the property. Please contact me within **10 days** of receiving this notice to schedule a time for an onsite hearing. Abatement procedure and time frame in which it must be completed will be discussed at the hearing.

Stage of the investigation**Initial Investigation** ☒**Final Determination** ☐

Failure to comply will result in actions including, but not limited to, civil penalties, posting, and city abatement. All questions about the violation or procedures to abate them will be addressed at the hearing.

Sincerely,



Zach Clark
Zoning and Housing Inspector
City of Lenoir Planning Department
Office: 828.757.2212

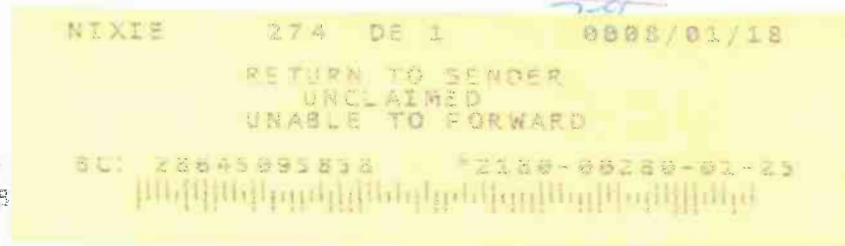
CITY OF LENOIR
P. O. BOX 958
LENOIR, N. C. 28645-0958



7016 2710 0001 1759 1815



18
Elizabeth B Jones
828 Emerald Pl
Lenoir, NC 28645



28645-0958

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Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage	
\$	
Total Postage	
\$	

Sent To	Elizabeth B Jones
Street or	828 Emerald Pl
City, State	Lenoir, NC 28645

Postmark
Here

7-6-18

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Elizabeth B Jones 828 Emerald Pl Lenoir, NC 28645  9590 9402 2638 6336 0816 37 2. Article Number (Transfer from service label) 7016 2710 0001 1759 1815	A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type <table border="0"> <tr> <td>☐ Adult Signature</td> <td>☐ Priority Mail Express®</td> </tr> <tr> <td>☐ Adult Signature Restricted Delivery</td> <td>☐ Registered Mail™</td> </tr> <tr> <td>☒ Certified Mail®</td> <td>☐ Registered Mail Restricted Delivery</td> </tr> <tr> <td>☐ Certified Mail Restricted Delivery</td> <td>☒ Return Receipt for Merchandise</td> </tr> <tr> <td>☐ Collect on Delivery</td> <td>☐ Signature Confirmation™</td> </tr> <tr> <td>☐ Collect on Delivery Restricted Delivery</td> <td>☐ Signature Confirmation Restricted Delivery</td> </tr> <tr> <td>☐ Insured Mail</td> <td></td> </tr> <tr> <td>☐ Insured Mail Restricted Delivery</td> <td></td> </tr> </table>	☐ Adult Signature	☐ Priority Mail Express®	☐ Adult Signature Restricted Delivery	☐ Registered Mail™	☒ Certified Mail®	☐ Registered Mail Restricted Delivery	☐ Certified Mail Restricted Delivery	☒ Return Receipt for Merchandise	☐ Collect on Delivery	☐ Signature Confirmation™	☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery	☐ Insured Mail		☐ Insured Mail Restricted Delivery	
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☐ Adult Signature Restricted Delivery	☐ Registered Mail™																
☒ Certified Mail®	☐ Registered Mail Restricted Delivery																
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☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery																
☐ Insured Mail																	
☐ Insured Mail Restricted Delivery																	

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage

\$

Total Po:

\$

Sent To

Street ar

City, Sta

Postmark
Here

7-6-18

Elizabeth B Jones
828 Emerald Pl
Lenoir, NC 28645

PS Form 3800, April 2013 PSN 7530-02-000-9053

Instructions

CITY MANAGER
SCOTT E. HILDEBRAN



CITY OF LENOIR
NORTH CAROLINA

MAYOR
Joseph L. Gibbons

CITY COUNCIL
J.T. BEAL
T.H. PERDUE
J.I. PERKINS
T.J. ROHR
D.F. STEVENS
C.D. THOMAS
B.K. WILLIS

August 3, 2018

Elizabeth B Jones
828 Emerald Pl
Lenoir, NC 28645

Certified Mail: 7015 1520 0000 1313 0630

MINIMUM HOUSING VIOLATION AND ORDER TO ABATE

To: **Elizabeth B Jones**, owner of property located at **828 Emerald Pl** (PIN: 2748087641) in the City of Lenoir, North Carolina.

**Unsafe Buildings: General Statute 160A-426, 160A-446, 160A-429
North Carolina Code Officials Enabling Act: 160A-412**

Condition of structure is determined as: **Deteriorated** ☐
Dilapidated ☒

The following code violations have been determined: If further inspection is required, additional violations may be added.

G.S. 160A-428

That the building or structure is in a condition that appears to meet one or more of the following conditions:

- A. Constitutes a fire or safety hazard.**
- B. Is dangerous to life, health, or other property.**
- C. Is likely to cause or contribute to blight, disease, vagrancy, or danger to children.**
- D. Has a tendency to attract person(s) intent on criminal activities or other activities which would constitute a public nuisance.**



This is the final determination for the property listed above. Owner failed to contact the housing inspector as instructed in the initial letter that was mailed on **July 6, 2018**. This property is in violation of the City of Lenoir Minimum Housing Standards. The structure is currently vacant and unsecure. Due to the structural damage and health/safety hazard this dwelling is classified as dilapidated. In order to abate the minimum housing violations and the health/safety hazards, the dwelling must be demolished and removed from the property. Abatement of these violations must occur in a specified amount of time, not to exceed 30 days.

Failure to abate the violations by, **(Friday September 7, 2018)** will result in actions including, but not limited to, civil penalties, postings, and city abatement. If you have any questions concerning the violations or the abatement process please contact me.

Section 1-15 Civil and Criminal Penalties

- (c) Violation of any provision of this Code not corrected as provided in [this letter] shall subject the offender to a civil penalty in the amount of \$50.00 to \$500.00, in accordance with the citation schedule in subsection (e), to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within a period of 72 hours after being cited. The citation shall be in writing, signed by the authorized person issuing the citation, and shall be delivered in person or by mail to the offender.

(e) Civil Penalties Schedule

Violation of any provision of this ordinance shall subject the offender to civil penalties in the following amounts, as applicable. All Civil Penalties must be paid within 72 hours of receipt by the offender.

First Penalty	Second Penalty	Third Penalty	Fourth Penalty	Fifth Penalty	Sixth Penalty	Seventh Penalty	Eighth Penalty	Ninth Penalty	Tenth Penalty
\$50.00	\$50.00	\$50.00	\$100.00	\$100.00	\$100.00	\$250.00	\$250.00	\$250.00	\$250.00

* If violations continue to exist past the tenth penalty, subsequent penalties shall be \$500.00 each.

- (f) Unless otherwise specifically provided in this Code and authorized by state law, no single offense (as described in subsection (d), above) may be punished by a fine or civil penalty in excess of \$500.00.

Stage of the investigation

Initial Investigation ☐

Final Determination ☒

Abatement of these violations must occur within a specified period of time, not to exceed 30 days. Failure to comply will result in actions including, but not limited to, civil penalties, posting, and city abatement.

Sincerely,



Zach Clark
Zoning and Housing Inspector
City of Lenoir Planning Department
Office: 828.757.2212

CITY OF LENOIR
P. O. BOX 958
LENOIR, N. C. 28645-0958

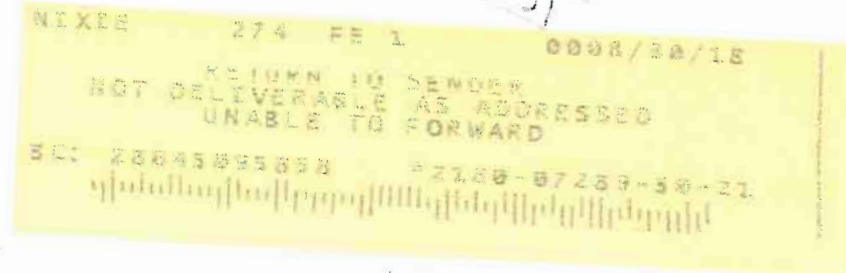
CERTIFIED MAIL



7015 1520 0000 1313 0630



Elizabeth B Jones
828 Emerald Pl
Lenoir, NC 28645



7015 1520 0000 1313 0630

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Extra Services & Fees (check box, add fee as appropriate)	
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☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	
\$	
Total Postage	
\$	
Sent To	
Street and	
City, State	

8-3-18

Postmark
Here

Elizabeth B Jones
828 Emerald Pl
Lenoir, NC 28645

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
IN THE ADDRESS BOX AT DOTTED LINE

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
- Complete items 1, 2, and 3. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X ☐ Agent ☐ Addressee
1. Article Addressed to: Elizabeth B Jones 828 Emerald Pl Lenoir, NC 28645	B. Received by (Printed Name) C. Date of Delivery
2. Article Number (Transfer from service label) 7015 1520 0000 1313 0630	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Mail Restricted Delivery (30)	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☒ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

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Postmark Here

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage	\$
Sent To	Elizabeth B Jones
Street and,	828 Emerald Pl
City, State,	Lenoir, NC 28645

PS Form 3811, July 2015 PSN 7530-02-000-9053

Notice of Order to Demolish

The public will hereby take notice that the Lenoir Planning Department will be submitting an ordinance to the City Council for the demolition of 828 Emerald Pl on Tuesday, October 16th, 2018 at the City/County Chambers 905 West Ave, Lenoir. All attempts to make contact with property owners and/or heirs have failed. It is requested that any and all Heirs of Elizabeth B Jones and any other persons having or claiming an interest in the property 828 Emerald Pl, Lenoir NC 28645 NC Pin 2748087641 be present for the City Council meeting at the date listed above.

This Order set forth by the City of Lenoir Housing Inspector is issued and served pursuant to the Code of Ordinances of the City of Lenoir and the North Carolina General Statutes.

It appears to the undersigned, who is the Housing Inspector under the Code of Ordinances, from his preliminary investigation of the premises, that the property identified above is in violation of one or more of the Minimum Housing Standards in Chapter 10, of the Code of Ordinances of the City of Lenoir.

The undersigned has made attempts to contact the property owners and/or heirs to the property by first class and registered mail, all of which were returned. The property identified above has been posted with the order to abate as specified in Chapter 10, of the Code of Ordinance of the City of Lenoir.

The undersigned complaining of the afore-said property and all persons owning or having any interest therein, charges that said property fails to meet the Minimum Housing Standards prescribed in the Code of Ordinances of the City of Lenoir as more specifically set forth in the Notice of Violation.

Zach Clark

Zoning and

Housing Inspector

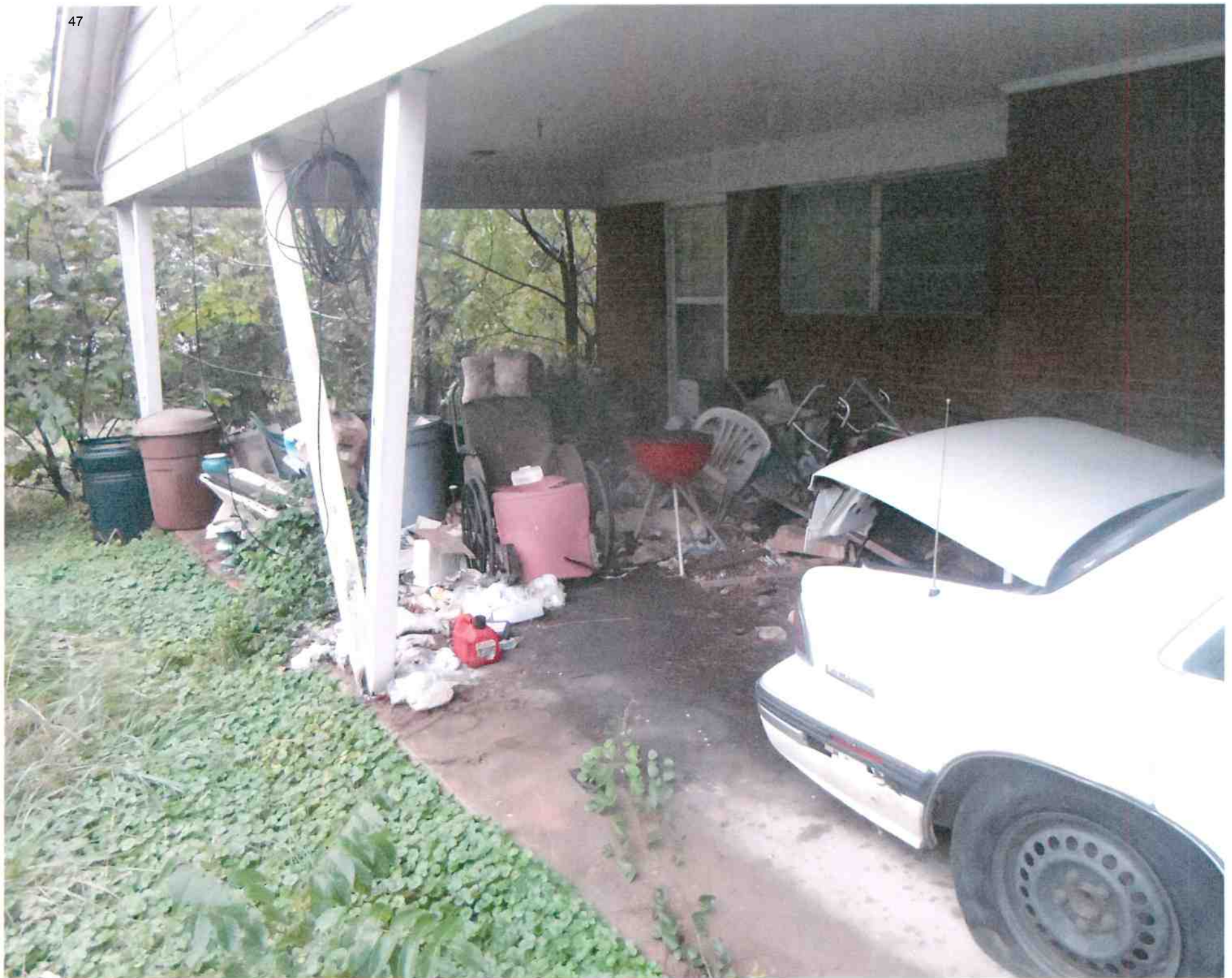
City of Lenoir

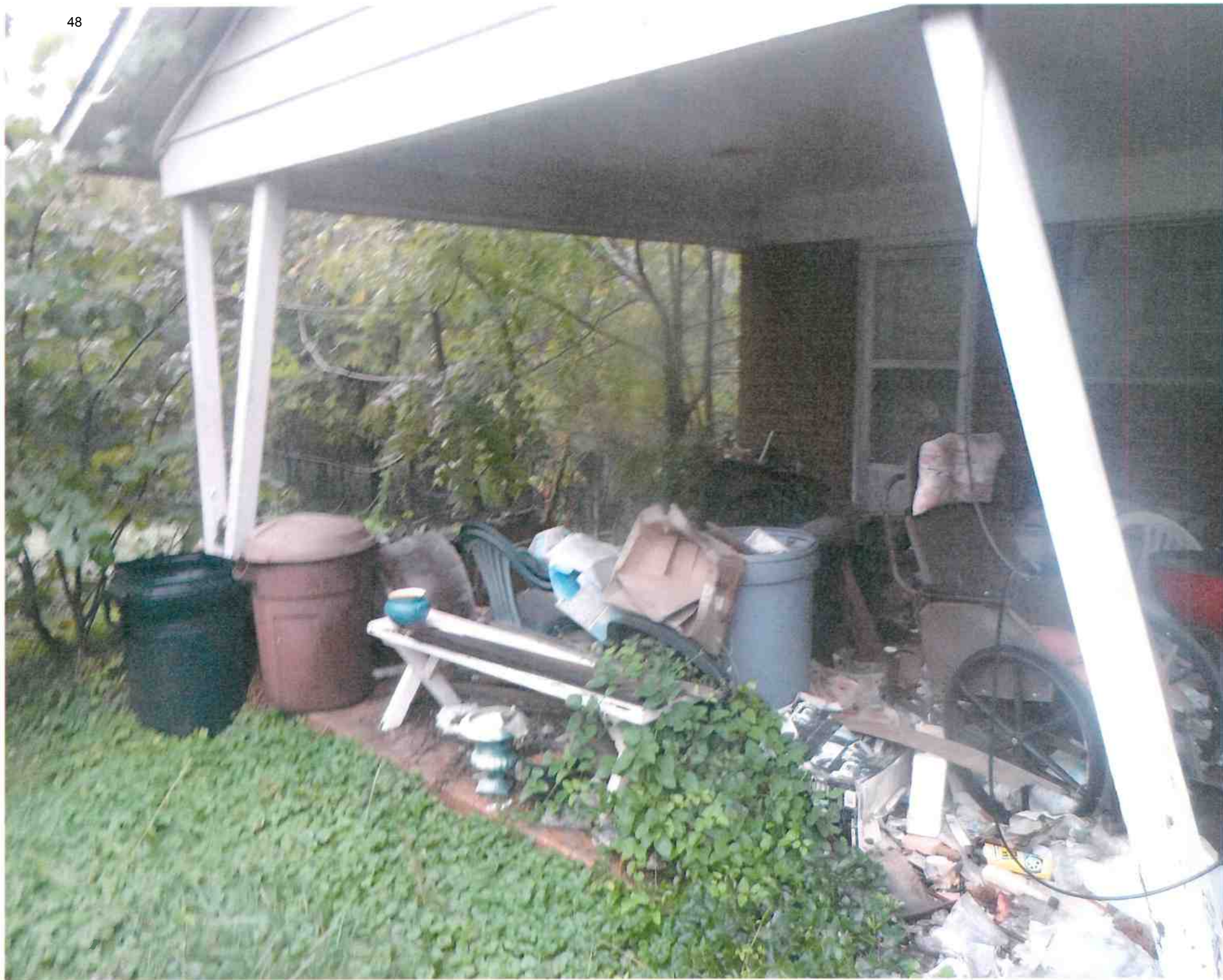
Planning Department

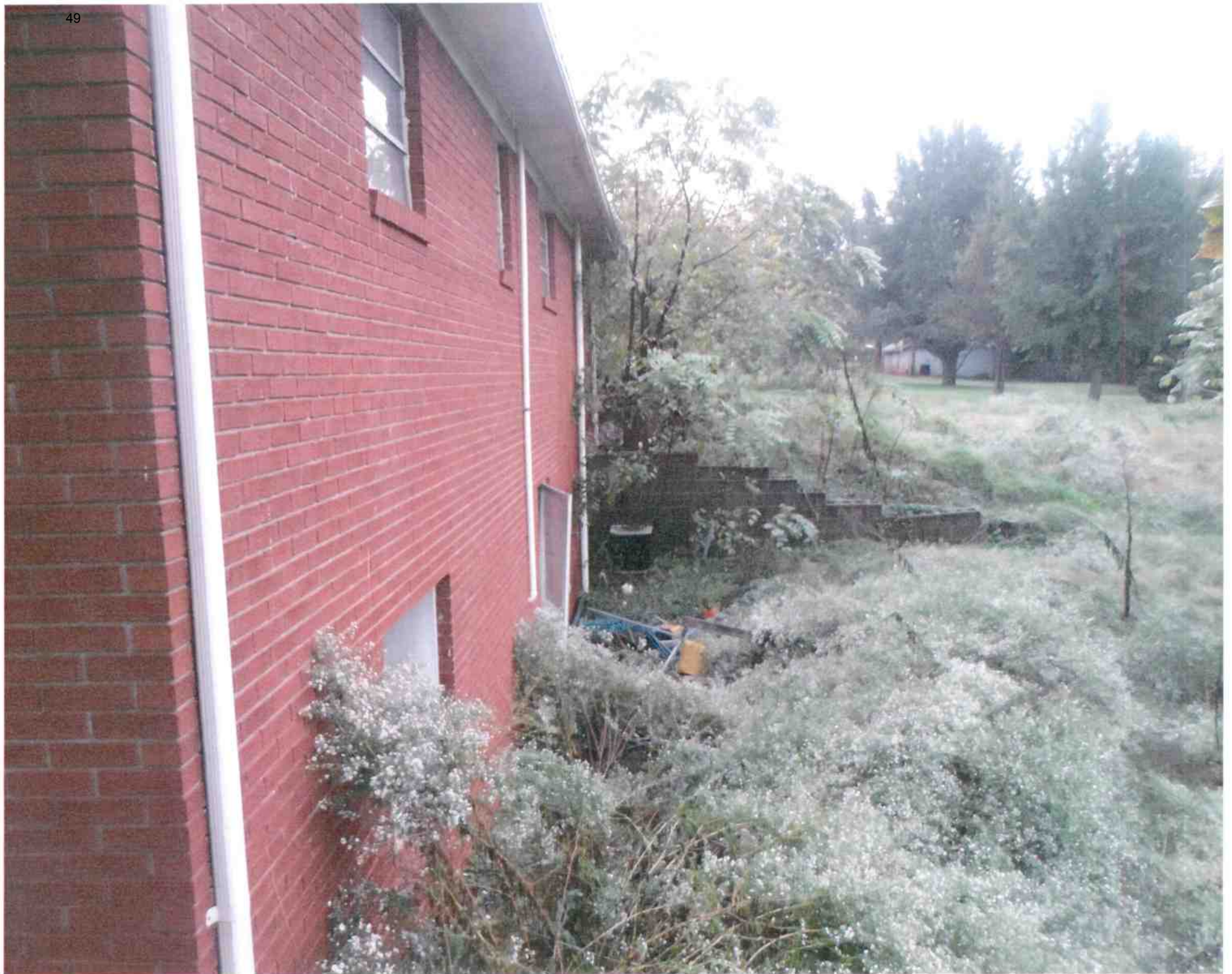
Office: 828.757.2212

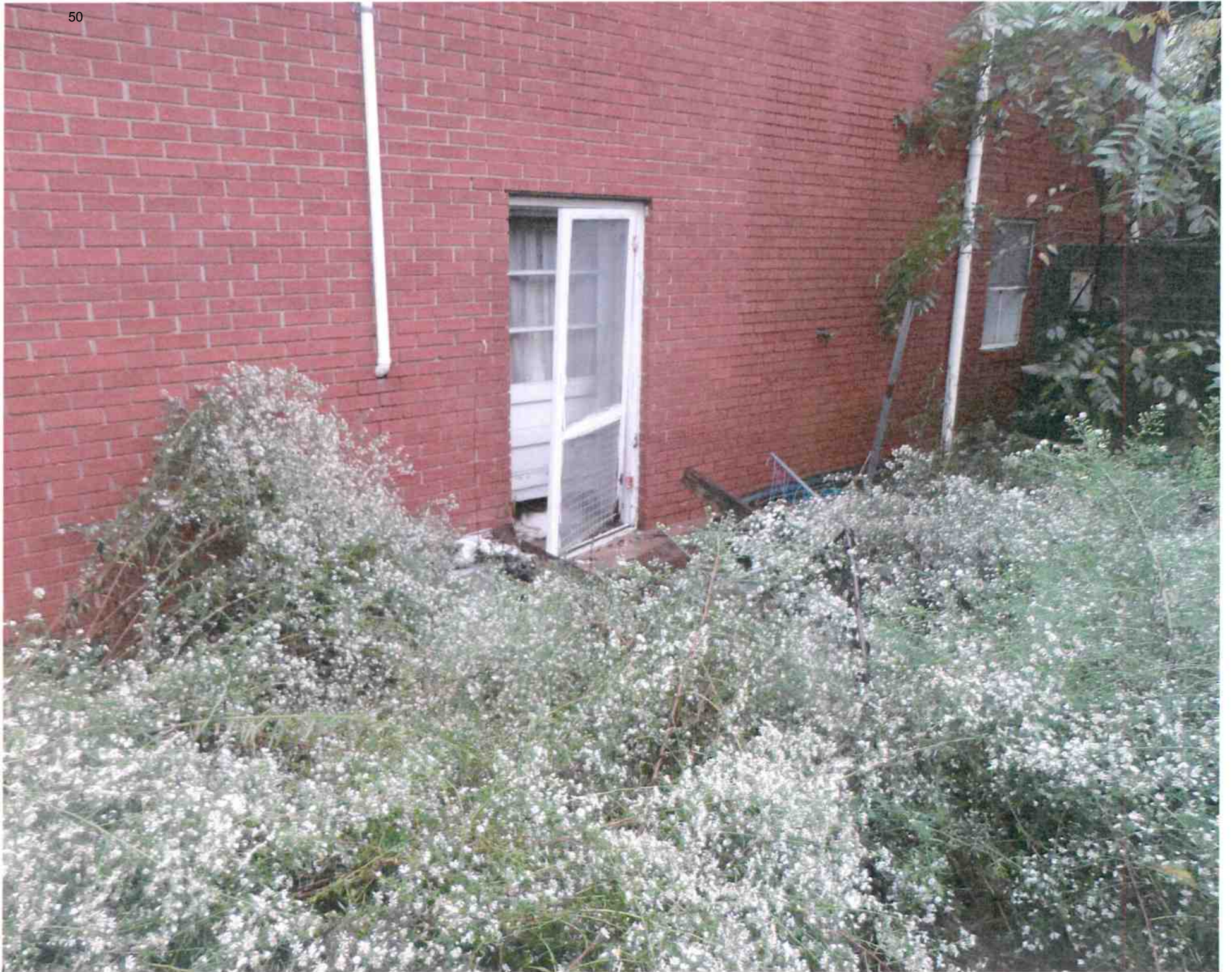
Oct. 9, 16, 2018













CITY MANAGER
SCOTT E. HILDEBRAND



CITY OF LENOIR
NORTH CAROLINA

CLERK
Joseph L. Gaskins
CITY CLERK
J.T. BRAL
T.M. PERKINS
J.L. PERKINS
T.J. ROSE
D.F. STEVENS
C.D. THOMAS
B.A. WELLS

July 8, 2014

Elizabeth B Jones
125 Edwards Pl
Lenoir, NC 28645

Certified Mail: 7014 2710 R001 1758 1315

MINIMUM HOUSING VIOLATION AND HEARING NOTICE

To: **Elizabeth B Jones**, owner(s) of property located at 125 Edwards Pl (POC: 27439754) in the City of Lenoir, North Carolina

Usable Buildings: General Statute 168A-426, 168A-446, 168A-429
North Carolina Code Official Building Act: 168A-422

Condition of structure is determined as: ☒ Deteriorated ☐ Intact

After receiving a complaint concerning minimum housing violations at the address listed above an inspection of the property to assess the violations is now required. As the legal owner, you have ten (10) days to call the City of Lenoir Housing Inspector to establish a hearing date and location that must be held within the specified timeframe.

The following code violations have been determined. If further inspection is required, additional violations may be added.



1000 OFFICE BLDG 1000 • LENOIR, NORTH CAROLINA 28645 • 800.777.2200
www.lenoirnc.com

G.S. 168A-426

That the building or structure is in a condition that appears to pose an imminent danger to the following conditions:

- Contributes to a fire or safety hazard.
- Is dangerous to life, health, or other property.
- Is likely to cause or contribute to light, noise, vibration, or danger to children.
- Has a tendency to attract persons' interest on criminal activities or other activities which would constitute a public nuisance.

The property listed above is in violation of the City of Lenoir Minimum Housing Inspector. Due to the nature of structural damage the building is classified as deteriorated and will be subject to demolition. The structure is currently classified as a safety hazard. In order to allow the minimum housing violations and the health/safety hazards, the building must be demolished and removed from the property. Please contact the within 10 days of receiving this notice to schedule a time for an initial hearing. Additional provisions and fees must be paid to be considered for a hearing at the hearing.

Form of the structure is ☒ Deteriorated ☐ Intact

Failure to comply with orders to actions including, but not limited to, civil penalties, parking, and other abatement. All questions about the violations or procedures to show there will be abatement at the hearing.

[Signature]
Clerk

City of Lenoir Planning Department
Office: 800.777.2200



CITY OF LENOIR
NORTH CAROLINA

CLERK
Joseph L. Gaskins
CITY CLERK
J.T. BRAL
T.M. PERKINS
J.L. PERKINS
T.J. ROSE
D.F. STEVENS
C.D. THOMAS
B.A. WELLS

August 3, 2014

Elizabeth B Jones
125 Edwards Pl
Lenoir, NC 28645

Certified Mail: 7015 1524 R001 1313 8635

MINIMUM HOUSING VIOLATION AND ORDER TO ABATE

To: **Elizabeth B Jones**, owner(s) of property located at 125 Edwards Pl (POC: 27439754) in the City of Lenoir, North Carolina

Usable Buildings: General Statute 168A-426, 168A-446, 168A-429
North Carolina Code Official Building Act: 168A-422

Condition of structure is determined as: ☒ Deteriorated ☐ Intact

The following code violations have been determined. If further inspection is required, additional violations may be added.

G.S. 168A-426

That the building or structure is in a condition that appears to pose an imminent danger to the following conditions:

- Contributes to a fire or safety hazard.
- Is dangerous to life, health, or other property.
- Is likely to cause or contribute to light, noise, vibration, or danger to children.
- Has a tendency to attract persons' interest on criminal activities or other activities which would constitute a public nuisance.



1000 OFFICE BLDG 1000 • LENOIR, NORTH CAROLINA 28645 • 800.777.2200
www.lenoirnc.com

This is the final determination for the property listed above. Please follow the hearing instructions to schedule a hearing date. This property is in violation of the City of Lenoir Minimum Housing Inspector. The structure is currently unsafe and unusable. Due to the nature of structural damage the building is classified as deteriorated. In order to allow the minimum housing violations and the health/safety hazards, the building must be demolished and removed from the property. Please contact the within 10 days of receiving this notice to schedule a time for an initial hearing. Additional provisions and fees must be paid to be considered for a hearing at the hearing.

Failure to comply with orders to actions including, but not limited to, civil penalties, parking, and other abatement. All questions about the violations or procedures to show there will be abatement at the hearing.

Section 1: (1) Civil and Criminal Penalties

Violation of the provisions of the minimum housing violations is a civil offense and subject to civil penalties. In addition, the structure is in violation of the City of Lenoir Minimum Housing Inspector. The structure is currently unsafe and unusable. Due to the nature of structural damage the building is classified as deteriorated. In order to allow the minimum housing violations and the health/safety hazards, the building must be demolished and removed from the property. Please contact the within 10 days of receiving this notice to schedule a time for an initial hearing. Additional provisions and fees must be paid to be considered for a hearing at the hearing.

Code	Violation	Penalty	Notes
168A-426	That the building or structure is in a condition that appears to pose an imminent danger to the following conditions:	\$100 per day	
168A-426	Contributes to a fire or safety hazard.	\$100 per day	
168A-426	Is dangerous to life, health, or other property.	\$100 per day	
168A-426	Is likely to cause or contribute to light, noise, vibration, or danger to children.	\$100 per day	
168A-426	Has a tendency to attract persons' interest on criminal activities or other activities which would constitute a public nuisance.	\$100 per day	

Form of the structure is ☒ Deteriorated ☐ Intact

Failure to comply with orders to actions including, but not limited to, civil penalties, parking, and other abatement. All questions about the violations or procedures to show there will be abatement at the hearing.

Signature:

[Signature]
Clerk

City of Lenoir Planning Department
Office: 800.777.2200

CITY MANAGER
SCOTT E. WILDERMAN



CITY OF LENOIR
NORTH CAROLINA

MAYOR
JASON L. GIBSON

CITY COUNCIL
J.T. BEAL
T.H. PERKINS
J.L. PERKINS
T.J. ROHR
D.F. STEVENS
C.D. THOMAS
B.K. WELLS

July 6, 2018

Elizabeth B. Jones
828 Emerald Pl
Lenoir, PI. 28645

Certified Mail: 7016 2710 0001 1759 1815

MINIMUM HOUSING VIOLATION AND HEARING NOTICE

To: **Elizabeth B. Jones**, owner(s) of property located at 828 Emerald Pl (PIN: 2748087641) in the City of Lenoir, North Carolina.

Unsafe Buildings: General Statute 160A-428, 160A-446, 160A-429
North Carolina Code: Officials Enabling Act: 160A-412

Condition of structure is determined as: **Deteriorated** ☐
Dilapidated ☒

After receiving a complaint concerning minimum housing violations at the address listed above an inspection of the property to assess the violations is now required. As the legal owner, you have ten (10) days to call the City of Lenoir Housing Inspector to establish a hearing date and location that must be held within the specified timeframe.

The following code violations have been determined; if further inspection is required, additional violations may be added.



POST OFFICE BOX 950 • LENOIR, NORTH CAROLINA 28645-0950 • (828) 751-2200
www.cityoflenoir.com

G.S. 160A-428

That the building or structure is in a condition that appears to meet one or more of the following conditions:

- A. Constitutes a fire or safety hazard.
- B. Is dangerous to life, health, or other property.
- C. Is likely to cause or contribute to blight, disease, vagrancy, or danger to children.
- D. Has a tendency to attract persons' intent on criminal activities or other activities which would constitute a public nuisance.

The property listed above is in violation of the City of Lenoir Minimum Housing Standards. Due to the extent of structural damage the dwelling is classified as dilapidated and unfit for human habitation. The structure is currently unsafe and is a safety hazard. In order to abate the minimum housing violations and the health/safety hazards, the dwelling must be demolished and removed from the property. Please contact me within **10 days** of receiving this notice to schedule a time for an onsite hearing. Abatement procedure and time frame in which it must be completed will be discussed at the hearing.

Steps of the investigation

Initial Investigation ☒
Final Determination ☐

Failure to comply will result in actions including, but not limited to, civil penalties, posting, and city abatement. All questions about the violation or procedures to abate them will be addressed at the hearing.

Sincerely,

[Signature]
Zach Clark
Zoning and Housing Inspector
City of Lenoir Planning Department
Office: 828.751.2212

CITY OF LENOIR
COUNCIL ACTION FORM

- I. **Agenda Item:** City staff request that City Council adopt an Order of Abatement directing staff to abate the minimum housing violations by demolishing the structure on the property of 1340 Fairview Dr.
- II. **Background Information:** The subject structure is unfit for human habitation and attempts to achieve owner abatement have been unsuccessful. See attached time line for detailed information.
- III. **Staff Recommendation:** Recommend adoption of the attached ordinance, directing staff to proceed with the demolition and removal of the structure.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director: B. Wheelock

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

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

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

WHEREAS, the owner of this dwelling, **Hazel C Craig**, has been given a reasonable opportunity to bring the dwelling up to the standards of the Minimum Housing Standards accordance with G.S. 160A-443 (5) pursuant to an order issued by the Minimum Housing Inspector on July 6, 2018 and the owner has failed to comply with the order;

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

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

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

on the building located at the following address: **1340 Fairview Dr.**
Lenoir, North Carolina.
Parcel-ID 06184 1 7
NCPIN 2748563698

Section 2. The Minimum Housing Inspector is hereby authorized and directed to proceed to remove or demolish the described above dwelling in accordance with this Order, and in accordance with the City of Lenoir Minimum Housing Code, and NCGS Chapter 160A, Article 19, Part 6.

Section 3. The cost of demolition and improvement of the lot shall be a tax lien on the real property as provided by G.S. 160A-443 (6).

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

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

Adopted this the 16th day of October, 2018.

**JOSEPH L. GIBBONS
MAYOR**

ATTEST:

**SHIRLEY M. CANNON
CITY CLERK**

APPROVED AS TO FORM:

**EDWARD H. BLAIR, JR
CITY ATTORNEY**

Owner: Hazel C Craig
 Property: 1340 Fairview Dr
 NC Pin No. 2748563698
Minimum Housing Violation Time Line

<u>Date</u>	<u>Description</u>
2017-2018	Received numerous complaints from neighbors regarding the minimum housing violations at 1340 Fairview Dr. They stated that the home was abandoned and in terrible condition. Due to the over grown vegetation vermin were beginning to enter onto neighboring properties. The initial inspection of the property showed numerous minimum housing violations and the property was vacant. Deterioration in the exterior structural components including foundation, roofing, and siding. Due to the tall grass and the amount of junk/debris there was a previous nuisance cases performed prior to my initial inspection.
Early 2018	A structure fire caused massive amounts of damage. The fire burned through the roof and destroyed most of the dwelling. Majority of the electrical, plumbing, roofing supports, interior walls, and wall coverings were destroyed. Based on the buildings tax value and the amount of damage the dwelling was classified as dilapidated.
May 11, 2018	Initial minimum housing violation/hearing notice was mailed to the property owner on this date. Two copies of the letter were mailed one first class and one registered mail. Initial minimum housing letter requested that the property owner contact the housing inspector to set up time for an onsite hearing to discuss the housing violations and abatement procedures. Owner failed to contact the housing inspector and both letters were returned. A copy of the letter was attached to the dwelling. Certified Mail No. 7016 2710 0001 1759 1686
July 6, 2018	Final minimum housing order to abate letter was mailed to the property owner on this date. Two copies of this letter were mailed, one first class and one registered mail. Due to the severe dilapidated condition of the structure and the health/safety hazard, the final order was to demolish the dwelling and remove it from the property. Both letters were returned to sender. A copy of the letter was attached to the dwelling. Certified Mail No. 7016 2710 0001 1759 1761
October 5, 2018	In accordance with the City of Lenoir Code of Ordinance a Notice of Order to Demolish was submitted in the Lenoir News Topic. The ad requested that any person having or claiming an interest in the property be present for the City Council meeting. The ad was submitted and ran once a week for two consecutive weeks. Ad published on Tuesday October 9, 2018 and Tuesday October 16, 2018.
October 11, 2018	At this time it is requested that an ordinance be passed for the demolition of the dwelling at 1340 Fairview Dr. This demolition will be performed on October 30 th 2018 and all fees accumulated will be placed as a lien on the property.

Minimum Housing Violation Affidavit
(1340 Fairview Dr.)

I, Zach Clark affirm that as the housing inspector for the City of Lenoir I have made every possible attempt to contact the property owners of 1340 Fairview Dr. I have exhausted all resources in the effort to find the owners and/or heirs of the property mentioned above. The dwelling is unfit for human habitation and is a health/safety hazard for nearby neighbors. At this time the best course of action to eliminate the minimum housing violations is to demolish the structure and remove all debris from the property.

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

10-11-2018

Date

Zach Clark
Zach Clark

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, the undersigned Notary Public, do hereby affirm that Zach Clark personally appeared before me on the 11th day of October 2018 and signed the above Affidavit as his free and voluntary act and deed.

Jacqueline Sigman
Notary Public Jacqueline Sigman





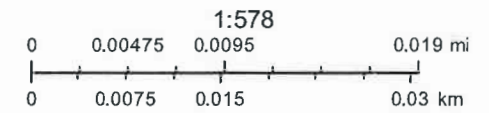
This map is NOT of land survey quality and is NOT suitable for such use.

Owner CRAIG HAZEL C
1340 FAIRVIEW DR SW
LENOIR, NC 28645

Acct Number 90808
Parcel ID 06184 1 7
NCPIN 2748563698

Deferred Val \$0
Assessed Val \$107,300
Calc Acreage 1.000344
Land Units 164 (FF)
Legal Desc 0780/0604 1982 0.00
Plat Ref /
Property Addr 1340 FAIRVIEW DR

Caldwell County



April 23, 2018



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
K. P. EDMISTEN
T. H. PERDUE
J. I. PERKINS
T. J. ROHR
D. F. STEVENS
C. D. THOMAS
B. K. WILLIS

May 11, 2018

Hazel Craig
1340 Fairview DR
Lenoir, NC 28645

Certified Mail: 7016 2710 0001 1759 1686

**MINIMUM HOUSING VIOLATION AND
HEARING NOTICE**

TO: **Hazel Craig**, owner (s) of property located at **1340 Fairview Dr** (PIN: 2748563698) in the City of Lenoir, North Carolina.

Unsafe Buildings: General Statute 160A-426, 160A-446, 160A-429
North Carolina Code Officials Enabling Act: 160A-412

Condition of structure is determined as: **Deteriorated** _____
Dilapidated XXX

As the legal owner, you have **ten (10)** days to call the City of Lenoir Housing Inspector to establish a hearing date and location that must be held within the specified timeframe.

The following code violations have been determined: If further inspection is required, additional violations may be added.

G.S. 160A-428

That the building or structure is in a condition that appears to meet one or more of the following conditions:

- A. Constitutes a fire or safety hazard.**
- B. Is dangerous to life, health, or other property.**
- C. Is likely to cause or contribute to blight, disease, vagrancy, or danger to children.**
- D. Has a tendency to attract person(s) intent on criminal activities or other activities which would constitute a public nuisance.**

The property listed above is in violation of the City of Lenoir Minimum Housing Standards. Due to the amount of structural damage the dwelling is classified as dilapidated and unfit for human habitation. The structure is currently unsecure and is a safety hazard. In order to abate the minimum housing violations and the health/safety hazards, the dwelling must be demolished and removed from the property. Please contact me within **10 days** of receiving this notice to schedule a time for an onsite hearing. Abatement procedure and time frame in which it must be completed will be discussed at the hearing.

Stage of the investigation

Initial Investigation XXX

Final Determination

Failure to comply will result in actions including, but not limited to, civil penalties, posting, and city abatement. All questions about the violation or procedures to abate them will be addressed at the hearing.

Sincerely,



Zach Clark
Zoning and Housing Inspector
City of Lenoir Planning Department
(828) 757-2212



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GREENSBORO

NC 274

12 MAY '18

PM 11



7016 2710 0001 1759 1686

CITY OF LENOIR
P. O. BOX 958
LENOIR, N. C. 28645-0958



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ZIP 28601 \$ 006.67⁰
02 IN
0001391513

Hazel Craig
1340 Fairview DR
Lenoir, NC 28645

NAME MS-19
1ST NOTICE
2ND NOTICE

NIXIE 274 DE 1 0006/01/18

RETURN TO SENDER
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CC: 28645095858 *2180-01984-01-24

.. 9480922180150210

UNC

20145-0089480

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☐ Adult Signature Restricted Delivery \$

Postage

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Total Postage and

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Sent To

Street and Apt. No.

City, State, ZIP+4®

PS Form 3800, April 2013 Edition

Hazel Craig
1340 Fairview DR
Lenoir, NC 28645

5/11/18
Postmark
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7016 2710 0001 1759 1686

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hazel Craig
1340 Fairview DR
Lenoir, NC 28645



9590 9402 1452 5329 3836 78

2. Article Number (Transfer from service label)

7016 2710 0001 1759 1686

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☒ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery
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☐ Certified Mail Restricted Delivery \$

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☐ Adult Signature Restricted Delivery \$

Postage

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Total Postage and

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Sent To

Street and Apt. No.

City, State, ZIP+4®

Hazel Craig
1340 Fairview DR
Lenoir, NC 28645

5/16/18
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Here

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7016 2710 0001 1759 1686

CITY MANAGER
SCOTT E. HILDEBRAN



CITY OF LENOIR
NORTH CAROLINA

MAYOR
Joseph L. Gibbons

CITY COUNCIL
J.T. BEAL
T.H. PERDUE
J.I. PERKINS
T.J. ROHR
D.F. STEVENS
C.D. THOMAS
B.K. WILLIS

July 6, 2018

Hazel Craig
1340 Fairview Dr
Lenoir, NC 28645

Certified Mail: 7016 2710 0001 1759 1761

MINIMUM HOUSING VIOLATION AND ORDER TO ABATE

To: **Hazel Craig**, owner(s) of property located at **1340 Fairview Dr** (PIN:2748563698) in the City of Lenoir, North Carolina.

Unsafe Buildings: General Statute 160A-426, 160A-446, 160A-429
North Carolina Code Officials Enabling Act: 160A-412

Condition of structure is determined as: **Deteriorated** ☐
Dilapidated ☒

The following code violations have been determined: If further inspection is required, additional violations may be added.

G.S. 160A-428

That the building or structure is in a condition that appears to meet one or more of the following conditions:

- A. Constitutes a fire or safety hazard.**
- B. Is dangerous to life, health, or other property.**
- C. Is likely to cause or contribute to blight, disease, vagrancy, or danger to children.**
- D. Has a tendency to attract person(s) intent on criminal activities or other activities which would constitute a public nuisance.**



This is the **final** determination for the property listed above. Owner failed to contact the housing inspector as instructed in the initial letter that was mailed on **May 11, 2018**. This property is in violation of the City of Lenoir Minimum Housing Standards. The structure is currently unsecure and is a safety hazard. Due to the amount of structural damage caused by the fire this dwelling is classified as dilapidated. In order to abate the minimum housing violations and the health/safety hazards, the dwelling must be demolished and removed from the property. Abatement of these violations must occur in a specified amount of time, not to exceed 30 days.

Failure to **abate** the violations by, **(Wednesday August 8, 2018)** will result in actions including, but not limited to, civil penalties, postings, and city abatement. If you have any questions concerning the violations or the abatement process please contact me.

Section 1-15 Civil and Criminal Penalties

- (c) Violation of any provision of this Code not corrected as provided in [this letter] shall subject the offender to a civil penalty in the amount of \$50.00 to \$500.00, in accordance with the citation schedule in subsection (e), to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within a period of 72 hours after being cited. The citation shall be in writing, signed by the authorized person issuing the citation, and shall be delivered in person or by mail to the offender.

(e) Civil Penalties Schedule

Violation of any provision of this ordinance shall subject the offender to civil penalties in the following amounts, as applicable. All Civil Penalties must be paid within 72 hours of receipt by the offender.

First Penalty	Second Penalty	Third Penalty	Fourth Penalty	Fifth Penalty	Sixth Penalty	Seventh Penalty	Eighth Penalty	Ninth Penalty	Tenth Penalty
\$50.00	\$50.00	\$50.00	\$100.00	\$100.00	\$100.00	\$250.00	\$250.00	\$250.00	\$250.00

* If violations continue to exist past the tenth penalty, subsequent penalties shall be \$500.00 each.

- (f) Unless otherwise specifically provided in this Code and authorized by state law, no single offense (as described in subsection (d), above) may be punished by a fine or civil penalty in excess of \$500.00.

Stage of the investigation

Initial Investigation ☐

Final Determination ☒

Abatement of these violations must occur within a specified period of time, not to exceed 30 days. Failure to comply will result in actions including, but not limited to, civil penalties, posting, and city abatement.

Sincerely,



Zach Clark

Zoning and Housing Inspector
City of Lenoir Planning Department
Office: 828.757.2212

CITY OF⁶⁶ LENOIR
P. O. BOX 958
LENOIR, N. C. 28645-0958

CERTIFIED MAIL®



7016 2710 0001 1759 1761



U.S. POSTAGE® PITNEY BOWES
ZIP 28601 \$ 006.67⁰
02 1W
0001391513

VAC

Hazel Craig
1340 Fairview Dr
Lenoir, NC 28645

DATE
NIXIE 274 DE 1 0007/12/18
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VACANT
UNABLE TO FORWARD
SC 286450958 2186-05487-12-27

VAC
286450958

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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
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Total Postage

Sent To
Street and A
City, State, Z

Hazel Craig
1340 Fairview Dr
Lenoir, NC 28645

Postmark
Here

7-6-18

7016 2710 0001 1759 1761

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hazel Craig
1340 Fairview Dr
Lenoir, NC 28645



9590 9402 1452 5329 3825 34

2. Article Number (Transfer from service label)

7016 2710 0001 1759 1761

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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☐ Adult Signature Restricted Delivery

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☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

Mail Restricted Delivery
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☒ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage

\$

Sent To

Street and A

City, State, Z

Hazel Craig
1340 Fairview Dr
Lenoir, NC 28645

Postmark
Here

7-6-18

7016 2710 0001 1759 1761

Notice of Order to Demolish

The public will hereby take notice that the Lenoir Planning Department will be submitting an ordinance to the City Council for the demolition of 1340 Fairview Dr on Tuesday, October 16th, 2018 at the City/County Chambers 905 West Ave, Lenoir. All attempts to make contact with property owners and/or heirs have failed. It is requested that any and all Heirs of Hazel Craig and any other persons having or claiming an interest in the property 1340 Fairfield Dr, Lenoir NC 28645 NC Pin 2748563698 be present for the City Council meeting at the date listed above.

This Order set forth by the City of Lenoir Housing Inspector is issued and served pursuant to the Code of Ordinances of the City of Lenoir and the North Carolina General Statutes.

It appears to the undersigned, who is the Housing Inspector under the Code of Ordinances, from his preliminary investigation of the premises, that the property identified above is in violation of one or more of the Minimum Housing Standards in Chapter 10, of the Code of Ordinances of the City of Lenoir.

The undersigned has made attempts to contact the property owners and/or heirs to the property by first class and registered mail, all of which were returned. The property identified above has been posted with the order to abate as specified in Chapter 10, of the Code of Ordinance of the City of Lenoir.

The undersigned complaining of the afore-said property and all persons owning or having any interest therein, charges that said property fails to meet the Minimum Housing Standards prescribed in the Code of Ordinances of the City of Lenoir as more specifically set forth in the Notice of Violation.

Zach Clark
Zoning and
Housing Inspector
City of Lenoir
Planning Department
Office: 828.757.2212

Oct. 9, 16, 2018

















CITY OF LENOIR COUNCIL ACTION FORM

- I. Agenda Item:** City of Lenoir/Martin Family Motorplex, LLC Land Exchange to accommodate the proposed Lenoir Fire Station #3 (LFD3)
- II. Background Information:** The City owns an approximately 0.610 acre vacant lot located at 132 Tremont Park Drive, NCPIN #2759790520, Parcel ID 09-57-1-26A that was acquired in 2015 for \$30,000.00. Martin Family Motorplex LLC owns an approximately 0.910 acre lot located at 1015 Wilkesboro Boulevard, NCPIN #2850817151, Parcel ID 09-97-3-6B that includes two (2) recently constructed buildings. It is the intent of the City of Lenoir to locate LFD3 at the 1015 Wilkesboro Boulevard site. Prior to completing the land exchange and closing the transaction, an access road to Taylorsville Road will be platted and constructed, including any necessary associated water and storm water appurtenances, and the two (2) buildings will be modified, if necessary, to meet or exceed a Risk Category IV building code standard. Further, Martin Family Motorplex LLC will purchase the city-owned tract for \$38,000. The City will purchase the Martin Family Motorplex LLC site, including improvements, for a not to exceed price of \$1,135,000. In further consideration, the land exchange and closing is subject to both NC Local Government Commission and Blue Ridge Energy loan agreement approval.

The exchange is considered to provide a full and fair compensation to the City as the city-tract is being acquired above original purchase price of \$30,000 and above current the tax value of \$28,000. Further, the 1015 Wilkesboro Boulevard property is located in the targeted service area for a new fire station (less than 3/10th of a mile from city-owned tract), is larger than the city-owned tract, and has much better property ingress/egress with possible entrances on two (2) streets with signalization, fostering improved emergency response in the city

In accordance with NCGS 160A-271, a public notice outlining the terms of the exchange was published for a minimum of 10 days.

Other necessary building up-fits for LFD3 include construction of sleeping quarters, shower facilities and kitchen, sprinkler system installation for residential areas, miscellaneous equipment, etc. These improvements will be completed after the sale and subject to the appropriate public bidding statutes, and are expected not to exceed \$607,000.

LFD3 Alternative Site Considerations:

- Located in our targeted station siting area
- Larger tract allowing more flexibility
- More accessible for ingress/egress
- Provides opportunity to have LFD3 operational sooner
- Expected to be less costly than first option and at or below our project budget of \$1.72 million
- Allows disposal of original site at market rate
- LFD personnel prefer new site

- III. Staff Recommendation:** A Resolution Authorizing the Exchange of Properties is enclosed for your consideration.
- IV. Reviewed by:**
City Attorney:
City Manager:

CITY OF LENOIR

RESOLUTION AUTHORIZING EXCHANGE OF PROPERTY

WHEREAS, the City of Lenoir owns an approximately 0.610 acre vacant lot located at 132 Tremont Park Drive, NCPIN #2759790520, Parcel ID 09-57-1-26A that was acquired in 2015 for \$30,000.00; and

WHEREAS, Martin Family Motorplex LLC owns an approximately 0.910 acre lot located at 1015 Wilkesboro Boulevard, NCPIN #2850817151, Parcel ID 09-97-3-6B that includes two (2) recently constructed buildings; and

WHEREAS, it is the intent of the City of Lenoir to locate Lenoir Fire Department #3 at the 1015 Wilkesboro Boulevard site, utilizing the two (2) recently constructed buildings; and

WHEREAS, the City of Lenoir and Martin Family Motorplex, LLC wish to make an exchange of the above-described properties subject to the following negotiated terms and conditions:

- (1) Prior to completing the land exchange and closing the transaction, an access road to Taylorsville Road will be platted and constructed, including any necessary associated water and storm water appurtenances, and the two (2) buildings will be modified, if necessary, to meet or exceed a Risk Category IV building code standard.
- (2) Martin Family Motorplex LLC will purchase the city-owned tract for \$38,000.
- (3) The City will purchase the Martin Family Motorplex LLC site, including improvements, for a not to exceed price of \$1,135,000.
- (4) In further consideration, the land exchange and closing is subject to both NC Local Government Commission and Blue Ridge Energy loan agreement approval.

WHEREAS, the exchange is considered to provide a full and fair compensation to the City as the city-tract is being acquired above original purchase price of \$30,000 and above current the tax value of \$28,000. Further, the 1015 Wilkesboro Boulevard property is located in the targeted service area for a new fire station (less than 3/10th of a mile from city-owned tract), is larger than the city-owned tract, and has much better property ingress/egress with possible entrances on two (2) streets with signalization, fostering improved emergency response in the city; and

WHEREAS, North Carolina General Statue 160A-271 authorizes the City of Lenoir to make such an exchange if authorized by the City Council by a resolution adopted at a regular meeting of the City Council upon at least 10 days' public notice; and

WHEREAS, the City of Lenoir has given the required public notice, and the City Council is convened in a regular meeting.

THEREFORE, THE CITY COUNCIL OF THE CITY OF LENOIR RESOLVES THAT:

1. The exchange of properties is authorized subject to the approved negotiated terms and conditions as stated above.
2. The appropriate City officials are directed to execute the instruments necessary to carry out the exchange.

Adopted this the 16th day of October, 2018.

SEAL

ATTEST:

Joseph L. Gibbons, Mayor

Shirley M. Cannon, City Clerk

**PUBLIC NOTICE
EXCHANGE OF REAL ESTATE**

Pursuant to North Carolina General Statute §160A-271, the Lenoir City Council states its intention to authorize the exchange of certain city-owned property for certain property currently owned by Martin Family Motorplex, LLC.

The exchange involves the following:

The City owns an approximately 0.610 acre vacant lot located at 132 Tremont Park Drive, NCPIN #2759790520, Parcel ID 09-57-1-26A that was acquired in 2015 for \$30,000.00. Martin Family Motorplex, LLC owns an approximately 0.910 acre lot located at 1015 Wilkesboro Boulevard, NCPIN #2850817151, Parcel ID 09-97-3-6B that includes two (2) recently constructed buildings. It is the intent of the City of Lenoir to locate Lenoir Fire Department #3 at the 1015 Wilkesboro Boulevard site. Prior to completing the land exchange and closing the transaction, an access road to Taylorsville Road will be platted and constructed, including any necessary associated water and storm water appurtenances, and the two (2) buildings will be modified, if necessary, to meet or exceed a Risk Category IV building code standard. Further, Martin Family Motorplex, LLC will purchase the city-owned tract for \$38,000. The City will purchase the Martin Family Motorplex, LLC site, including improvements, for a not to exceed price of \$1,135,000. In further consideration, the land exchange and closing is subject to both NC Local Government Commission and Blue Ridge Energy loan agreement approval. The Lenoir City Council intends to authorize the exchange of properties described above at their regular meeting on October 16, 2018, at 6:00 p.m. located at City Hall, Third Floor, 801 West Avenue NW, Lenoir, NC.

This the 5th day of October, 2018.

News-Topic

123 Pennton Avenue
Lenoir, N.C. 28645

www.newstopicnews.com

CLASSIFIED

Call to place an ad: 828-610-8220

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\$18⁷⁴	\$24⁰⁰	\$48⁰⁰
10 Lines 3 Days 2 Signs	5 Lines 1 Week Includes Caldwell Weekly & Website	5 Lines 4 Weeks Includes Caldwell Weekly
Ad must be prepaid.	Non commercial. Additional \$5.00 for photo or border	Non commercial. Additional \$5.00 for photo or border

LEGALS	0955 Legals	0955 Legals	0955 Legals	0955 Legals	0955 Legals	0955 Legals
0955 Legals NORTH CAROLINA CALDWELL COUNTY Special Proceedings No. 18 SP 148 Substitute Trustee: Philip A. Glass NOTICE OF FORECLOSURE SALE Date of Sale: October 9, 2018 Time of Sale: 10:00 a.m. Place of Sale: Caldwell County Courthouse Description of Property: See Attached Description Record Owners: Allison Watson Address of Property: 3560 Hollywood Ridge Road (PIN 23424252C) and Vacant Lot, Hollywood Ridge Road (PIN 234242510) Lenoir, NC 28645 Deed of Trust Book: 1899 Page: 473 Dated: July 1, 2016 Grantors: Allison Watson Original Beneficiary: State Employees' Credit Union CONDITIONS OF SALE Should the property be purchased by a third party, that person must pay the tax of Forty-five Cents (45¢) per One Hundred Dollars (\$100.00) required by N.C.G.S. §7A-809(a)(1). This sale is made subject to all unpaid taxes and superior liens or encumbrances of record and assessments if any, against the said property, and any recorded leases. This sale is also subject to any applicable county and transfer tax, and the successful third party bidder shall be required to make payment for any such county land transfer tax. A cash deposit of 5% of the purchase price will be required at the time of the sale. Any successful bidder shall be required to tender the full balance of the purchase price so bid in cash or certified check at the time the Substitute Trustee tenders to him a deed for the property or attempts to tender said deed, and should said successful bidder fail to	pay the full balance purchase price so bid at that time, he shall remain liable on his bid as provided for in North Carolina General Statutes Section 45-21.30(d) and (e). This sale will be held open ten (10) days for upset bids as required by law. Residential real property with less than 15 rental units, including single-family residential real property, an order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but not more than 30 days, after the sale date contained in the notice of sale, provided that the mortgagee has not cured the default at the time the tenant provides the notice of termination. Upon termination of a rental agreement the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination. Dated: 9/11/18 Philip A. Glass, Substitute Trustee Nodell, Glass & Haskell, L.L.P. Posted on 9/11/18 Exhibit A Being Lots "A" and "B" of Plat Book 22, Page 234 Caldwell County Registry. Sept. 28, Oct. 5, 2018 PUBLIC NOTICE EXCHANGE OF REAL ESTATE Pursuant to North Carolina General Statute §160A-271, the Lenoir City Council states its intention to authorize the exchange of certain city-owned property for certain	property currently owned by Martin Family Motorplex, LLC. The exchange involves the following: The City owns an approximately 0.610 acre vacant lot located at 132 Tremont Park Drive, NCPIN #2759790520. Parcel ID: 09-57-1-26A that was acquired in 2015 for \$30,000.00. Martin Family Motorplex, LLC owns an approximately 0.910 acre lot located at 1015 Wilkesboro Boulevard, NCPIN #2850317151, Parcel ID: 09-97-3-6B that includes two (2) recently constructed buildings. It is the intent of the City of Lenoir to locate Lenoir Fire Department #3 at the 1015 Wilkesboro Boulevard site. Prior to completing the land exchange and closing the transaction, an access road to Taylorsville Road will be plat- ted and constructed, including any necessary associated water and storm water appurtenances, and the two (2) buildings will be modified, if necessary, to meet or exceed a Risk Category IV building code standard. Further, Martin Family Motorplex, LLC will purchase the city-owned tract for \$38,000. The City will purchase the Martin Family Motorplex, LLC site, including improvements, for a not to exceed price of \$1,135,000. In further consideration, the land exchange and closing is subject to both NC Local Government Commission and Blue Ridge Energy loan agreement approval. The Lenoir City Council intends to authorize the exchange of properties described above at their regular meeting on October 16, 2018 at 6:00 p.m. located at City Hall, Third Floor, 801 West Avenue NW, Lenoir, NC. This is the 5th day of October 2018. Oct. 5, 2018	NOTICE OF MEETING LOCATION CHANGE CITY OF LENOIR The Lenoir City Council will meet on Tuesday, October 16 at 6:00 p.m. at City Hall, 801 West Avenue, Third Floor former Council Chambers. Please note location change. Contact the City Clerk's office at (828) 757-2205 for additional information. City of Lenoir Shirley M. Cannon, MMC, NCCMC City Clerk Oct. 5, 12, 2018 Notice is hereby given that the Granite Falls Town Council will conduct a Public Hearing on Monday, October 15, 2018 at 6:00pm in the Town Council Chamber at 4 South Main Street to discuss Rezoning Petition #4-2018 for property owned by Hubert & Marilyn Cook located at 499 North Main Street. The request is to rezone the property from H-B, Highway Business to R-15, Single Family Residential. All interested parties are encouraged to attend. For more information please contact Greg Wilson, Town Planner at 356-3131. Sept. 28, Oct. 5, 2018 Notice is hereby given that the Granite Falls Town Council will conduct a Public Hearing on Monday, October 15, 2018 at 6:00pm in the Town Council Chamber at 4 South Main Street to discuss Zoning Text Amendment #5-2018, which would add Metal Recycling Facility as a Conditional Use in the M-1 Industrial District. It would also add speed of standards that would apply to new or expanding metal recycling facilities. All interested parties are encouraged to attend. For more information please contact Greg Wilson, Town Planner at 356-3131. Sept. 28, Oct. 5, 2018	STATE OF NORTH CAROLINA IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION COUNTY OF CALDWELL FILE NO.: 18 CVD 792 KENIA YASMIN CASCO HERNANDEZ Plaintiff VS. GEINER BARQUERO ARLEY Defendant NOTICE OF SERVICE OF PROCESS BY PUBLICATION PLEASE TAKE NOTICE that a pleading seeking relief against you has been filed in the above action. The nature of the relief being sought is as follows: Plaintiff is seeking of Child Custody. You are required to make defense to such pleading no later than the 14th day of November 2018, which is 40 days from the first publication of this notice. Upon your failure to file a pleading by the above date, party seeking service against you will apply to the Court for the relief sought. THIS the 28th day of September, 2018. Smith Immigration Law Office By: Brian D. Smith Bar No.: 31801 530 4th St SW Hickory, NC 28602 Telephone: 828-855-0544 Fax: 828-322-4444 brian@smithimmigration.com Oct. 5, 12, 19, 2018	tate to present them to the undersigned on or before the 18th day of December, 2018 or this Notice will be placed in bar of their recovery. A persons indebted to said estate please make immediate payment to the undersigned. This the 14th day of September, 2018. Mary Jane Teague 6602 Barbeque Rd. N Ocean Isle Beach NC 2846 Sept. 14, 21, 28, Oct. 5, 2018	NORTH CAROLINA CALDWELL COUNTY NOTICE TO CREDITORS THE UNDERSIGNED, having qualified as Co-Executor of the Estate of Virginia C. Johnson, deceased late of Caldwell County, this is to notify all persons, firms and corporations having claim against said Estate to present them to the undersigned on or before the 7th day of January 2019 or this Notice will be placed in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned. This the 5th day of October 2018. Judy Woods Co-Executor 1403 Neighborly Place Lenoir, NC 28645 Barbara Absher Co-Executor 2084 Scout Rd Lenoir, NC 28645 Oct. 5, 12, 19, 26, 2018

**You'll Find It FIRST
In The Classifieds**



GARAGE/ESTATE SALES

0151 Garage/Estate Sales

GARAGE SALE at 1285 Wexford Village, FRI & SAT, 7:30am until 7:00pm or Shine, 2 Family lots of household items, tools, vacuum cleaner, 16' ladder, fireproof lock box, fishing rods, golf clubs, garden tools and misc. items. Too much to list.



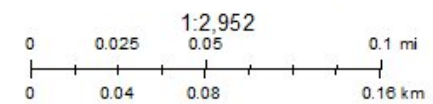
This map is NOT of land survey quality and is NOT suitable for such use.

Owner CITY OF LENOIR
 PO BOX 958
 LENOIR, NC 28645

Acct Number 50916
Parcel ID 09 57 1 26A
NCPIN 2759790520

Deferred Val \$0
Assessed Val \$28,000
Calc Acreage 0.61
Land Units 0.61 (AC)
Legal Desc BK 1883 PG 1216 YR 2015 ST 60.00
Plat Ref 29/87
Property Addr 132 TREMONT PARK DR

Caldwell County



October 8, 2018



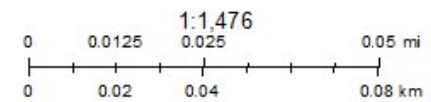
This map is NOT of land survey quality and is NOT suitable for such use.

Owner MARTIN FAMILY MOTORPLEX LLC
 409 STONECROFT DRIVE SE
 Lenoir, NC 28645

Acct Number 160198
Parcel ID 09 97 3 6B
NCPIN 2850817151

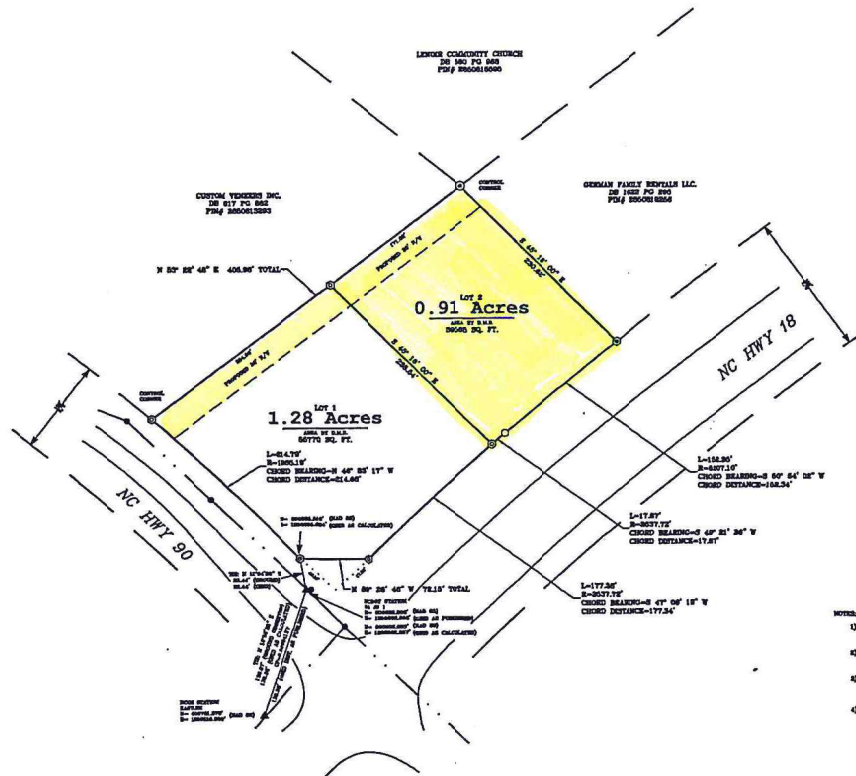
Deferred Val \$0
Assessed Val \$490,100
Calc Acreage 1.070927
Land Units 170 (FF)
Legal Desc BK 1905 PG 908 YR 2016 ST 0.00
Plat Ref 0025/0209
Property Addr 1015 WILKESBORO BV

Caldwell County



October 10, 2018

NORTH
 NC GRID (NAD 83)
 PB 21 PG 480



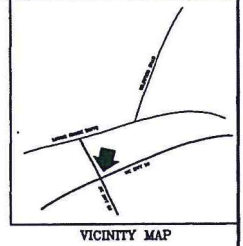
THIS PLAN IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF A COUNTY OR JURISDICTION THAT HAS JURISDICTION OVER THE SURVEYED LAND.

I, ERIC L. CANNON, COUNTY CLERK OF THE COUNTY OF CALDWELL, NORTH CAROLINA, DO HEREBY CERTIFY THAT THIS PLAN WAS SUBMITTED TO THE BOARD OF COUNTY COMMISSIONERS AND WAS APPROVED BY THEM ON NOVEMBER 21, 2008. I HAVE REVIEWED THE PLAN AND IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH CAROLINA SUBDIVISION ACT.

NOTARY PUBLIC
 SUBDIVISION NUMBER

E. L. C. 1-1004

25 209



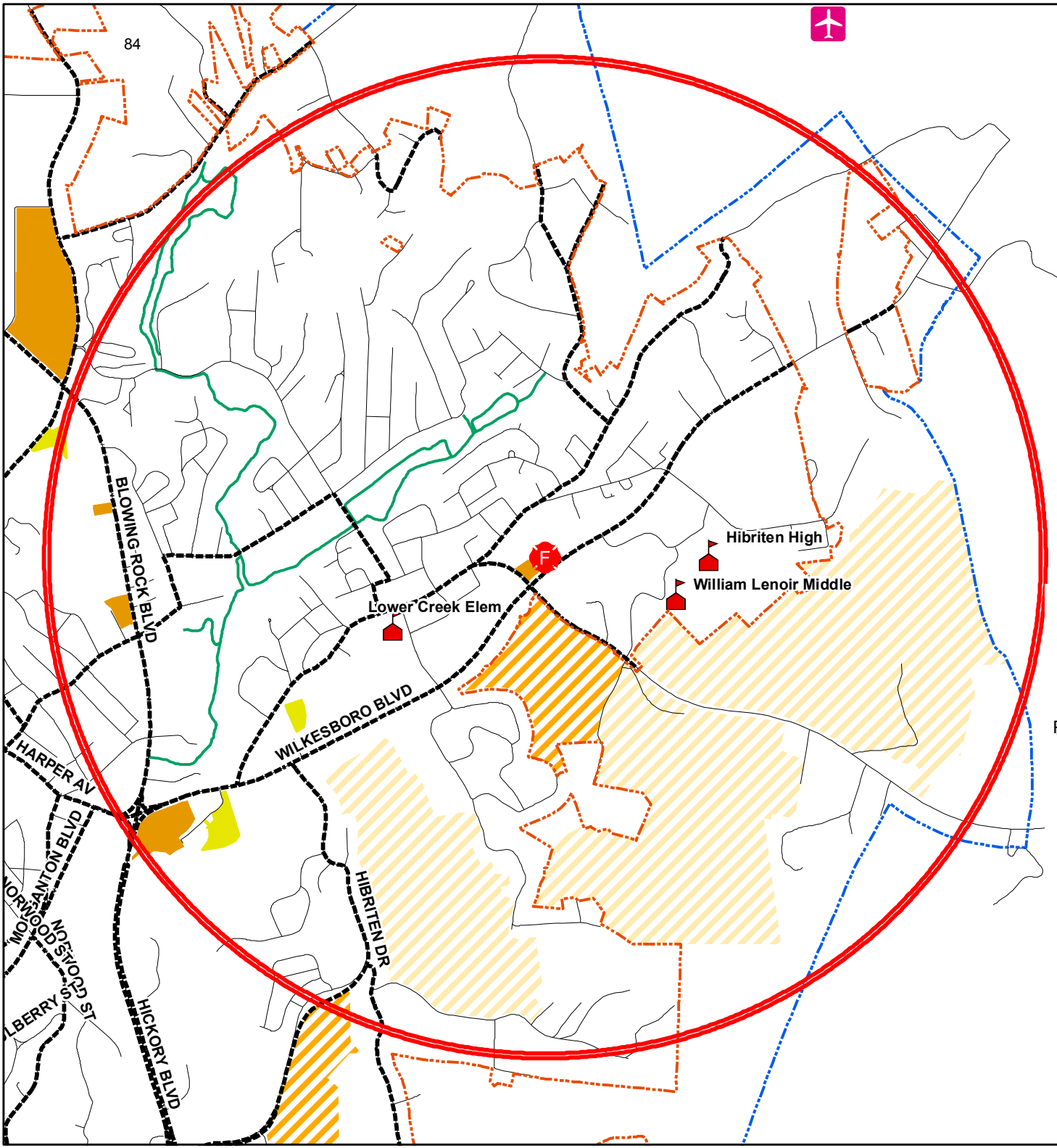
STATE OF NORTH CAROLINA
 COUNTY OF CALDWELL
 I, ERIC L. CANNON, COUNTY CLERK, DO HEREBY CERTIFY THAT THIS PLAN WAS SUBMITTED TO THE BOARD OF COUNTY COMMISSIONERS AND WAS APPROVED BY THEM ON NOVEMBER 21, 2008. I HAVE REVIEWED THE PLAN AND IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH CAROLINA SUBDIVISION ACT.

CERTIFICATE OF CORRECTION AND REVISION
 I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND INCORPORATED HEREIN. I HAVE REVIEWED THE PLAN AND IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH CAROLINA SUBDIVISION ACT.

CERTIFICATE OF APPROVAL
 I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HAS BEEN REVIEWED BY THE BOARD OF COUNTY COMMISSIONERS AND IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH CAROLINA SUBDIVISION ACT.

MINOR SUBDIVISION FOR
B&M PARTNERS, LLC
 LEWIS TWP, CALDWELL CO., NC
 NOVEMBER 21, 2008 SCALE: 1"=80'
 0' 10' 20' 30' 40' 50' 60' 70' 80' 90' 100' 110' 120' 130' 140' 150'

ERIC L. CANNON
 LAND SURVEYOR
 2343 LAKESIDE TWP, CR. 2C
 LEWIS, NC 28643
 PHONE 828-231-1025



Proposed Fire Station #3

Legend

- proposed_st3
- City Limits
- ETJ
- Proposed Fire Station 3
- Schools
- Lower Creek Airport
- Future High Density Residential
- Future Mixed Use Commercial
- Commercial Redevelopment Sites - New
- Multifamily Development Sites - New
- Greenway System

Recently Approved and/or Proposed Development:

- Potential Blue Ridge Electric-HQ
- New Big Lots Location
- New Chickfila Restaurant
- New 80 room Mid-Scale Hotel
- New William Lenoir Middle School
- Potential 60 Unit Senior Housing Complex
- Potential Arrowhead Redevelopment
- Two Potential EMS Bases



1:26,541

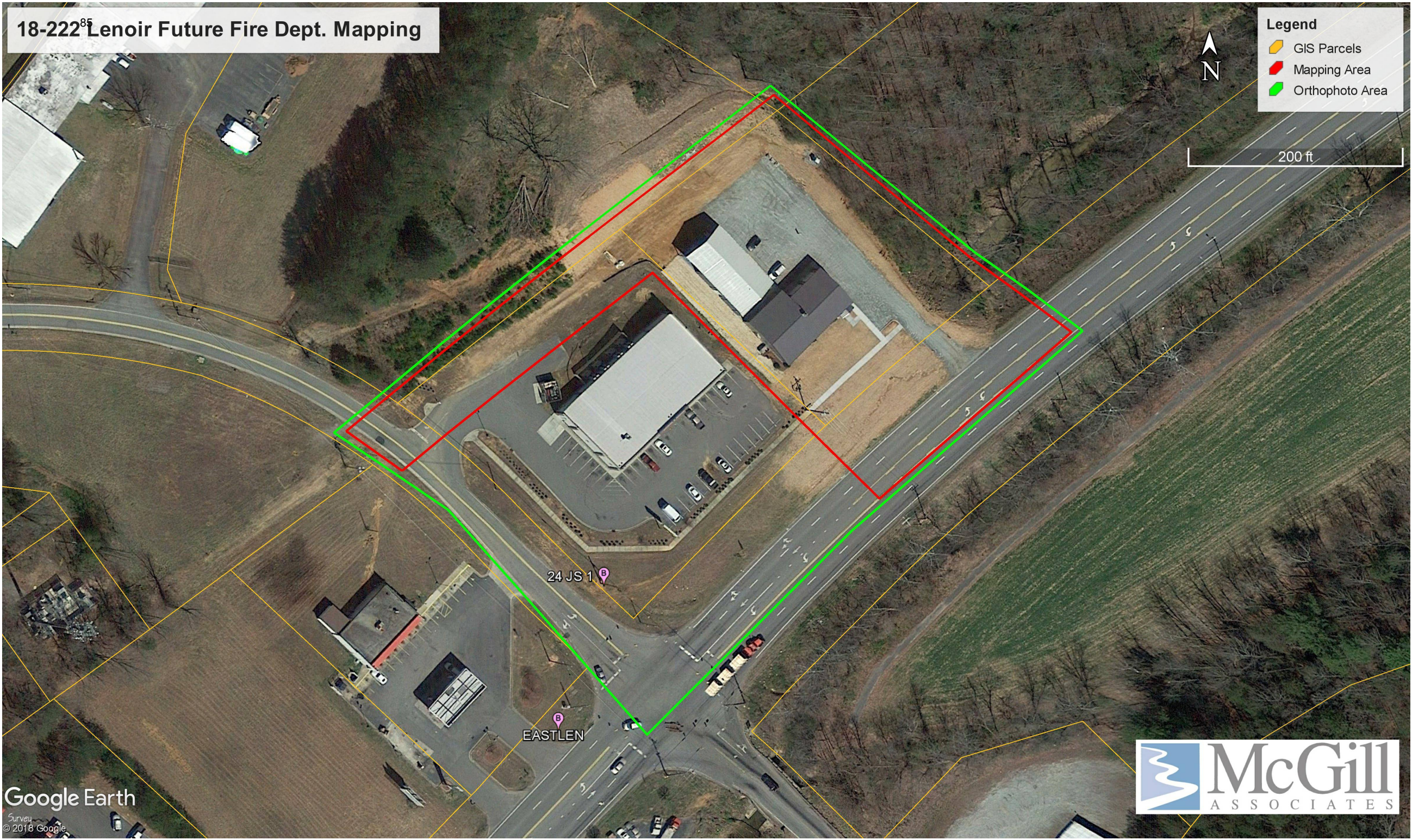
1 in = 2,212 ft

Legend

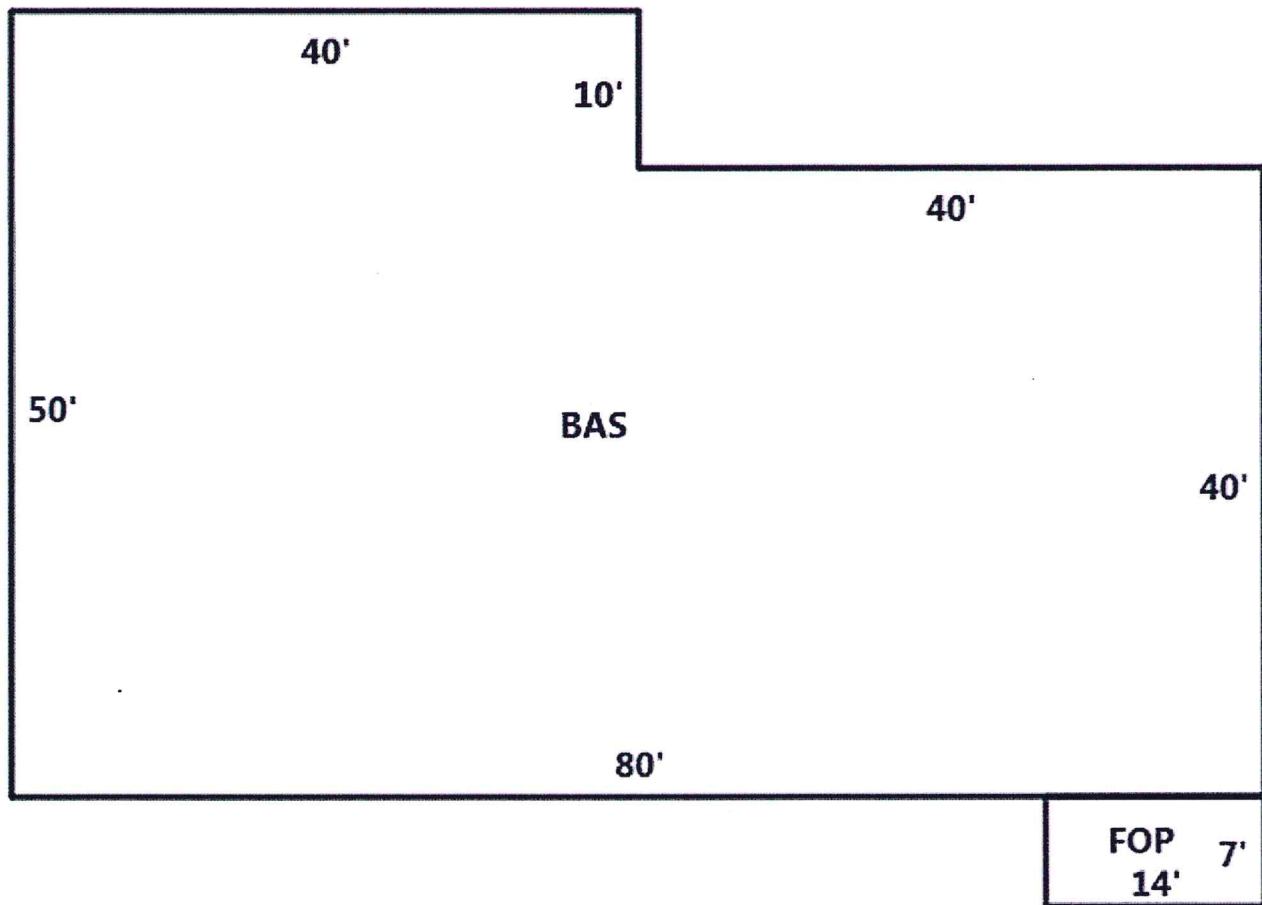
- GIS Parcels
- Mapping Area
- Orthophoto Area



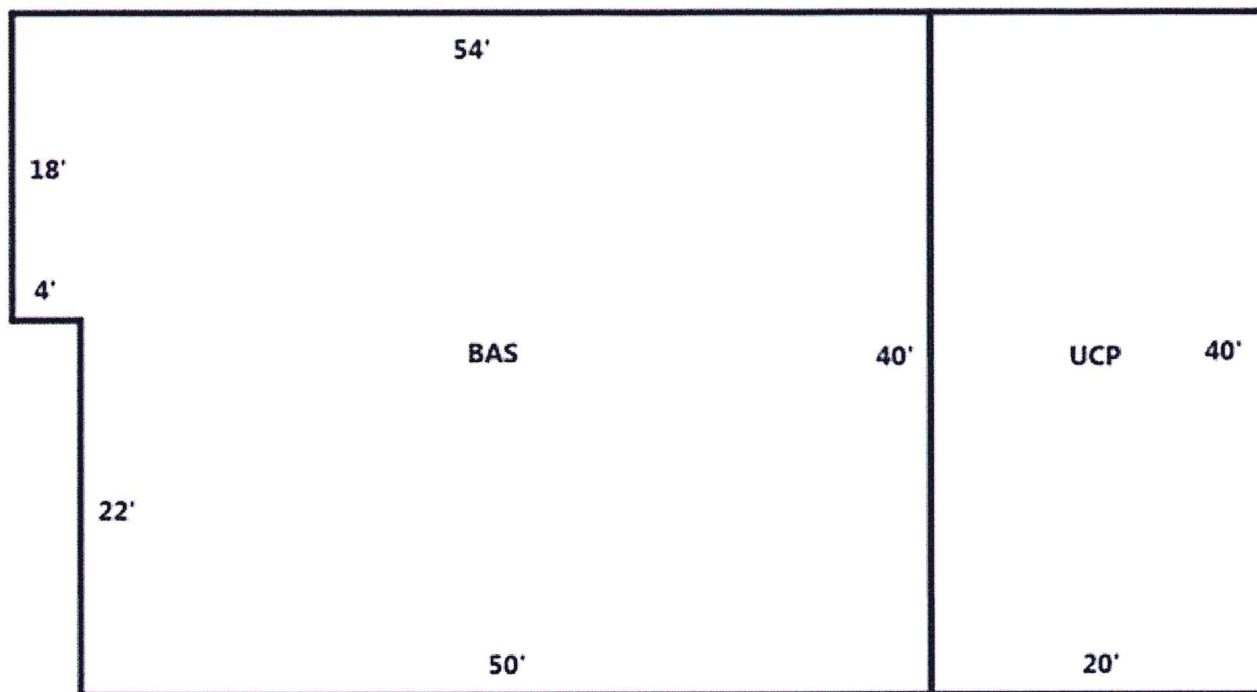
200 ft

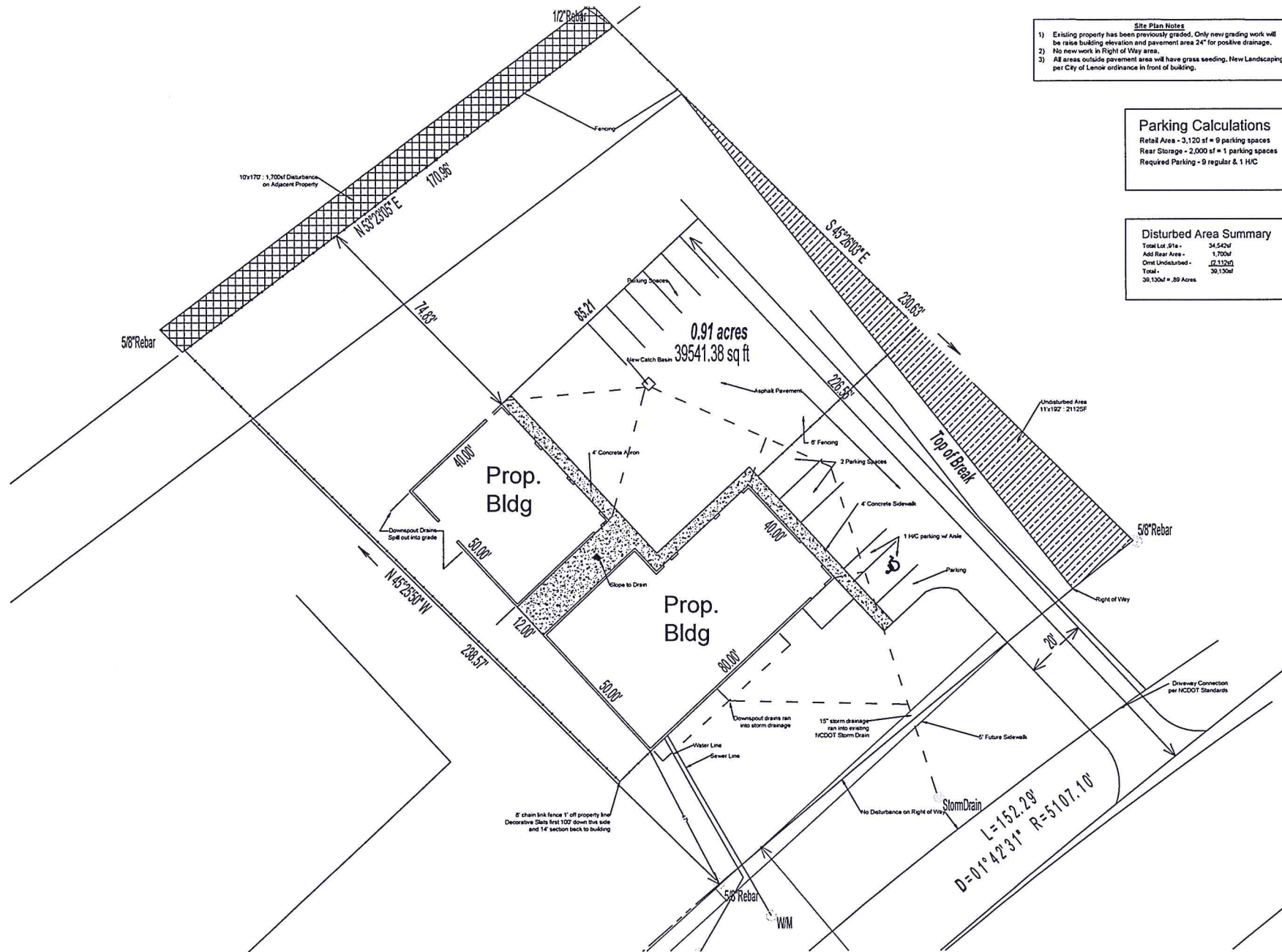


Owner Name: MARTIN FAMILY MOTORPLEX LLC Parcel Number: 09 97 3 6B
Building Number: 1



Owner Name: MARTIN FAMILY MOTORPLEX LLC Parcel Number: 09 97 3 6B
Building Number: 2





Site Plan Notes

- Existing property has been previously graded. Only new grading work will be raise building elevation and pavement area 24" for positive drainage.
- No new work in Right of Way area.
- All areas outside pavement area will have grass seeding. New Landscaping per City of Lenoir ordinance in front of building.

Parking Calculations

Retail Area - 3,120 sf = 9 parking spaces
 Rear Storage - 2,000 sf = 1 parking spaces
 Required Parking - 9 regular & 1 H/C

Disturbed Area Summary

Total Lot Area -	34,542sf
Add Rear Area -	1,700sf
Gravel Undisturbed -	22,130sf
Total -	30,130sf
30,130sf = .89 Acres	

PROJECT:

Precision Contracting

2510 NORWOOD STREET SW
 P.O. BOX 731
 HUDSON, NORTH CAROLINA

LICENSE # 64428

88

Martin Retail Building
 1007 Wilkesboro Blvd
 Lenoir NC, 28645

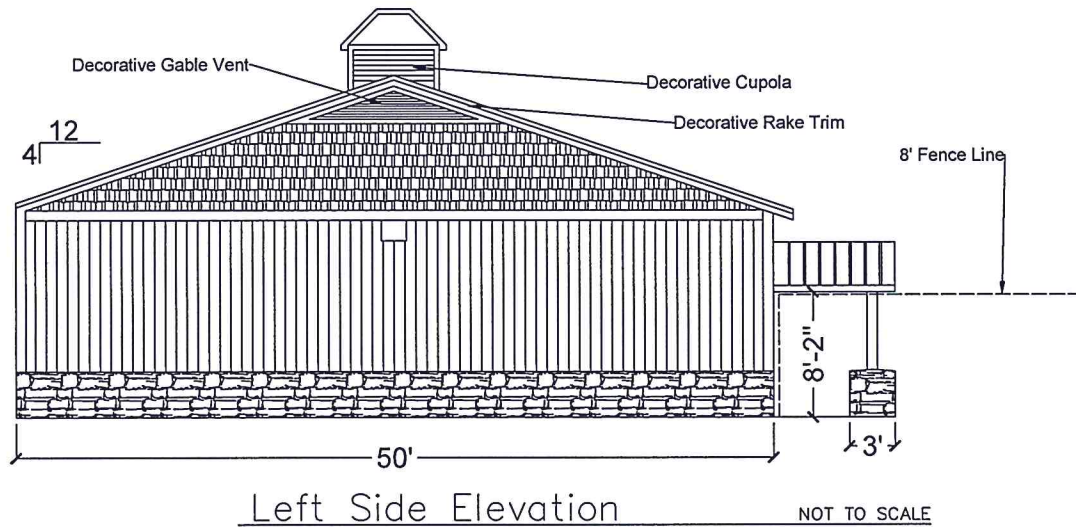
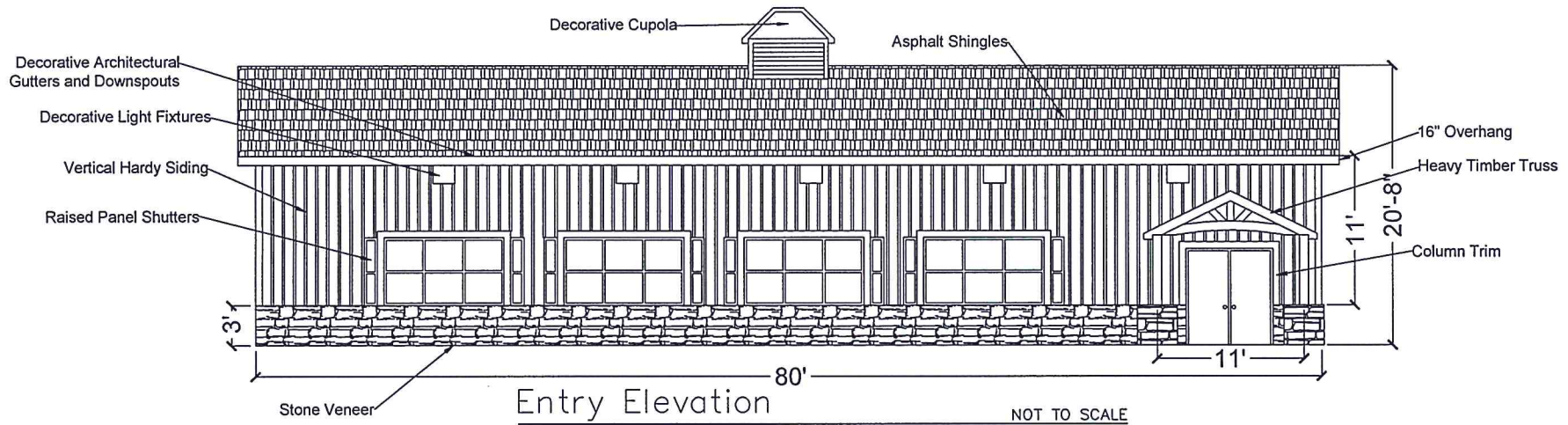
DRAWING DATE:

1/2/17

SHEET NO:

Site

Not to Scale



RAY BURRIS, PE
ENGINEERING

231 FOREST DRIVE, NE - VALDESE, NC 28650
rburris30@gmail.com
828-448-0829 MOBILE

Precision Contracting

2510 NORWOOD STREET SW
P.O. BOX 731
HUDSON, NORTH CAROLINA
LICENSE # 64428

PROJECT:

Martin Retail Building
1007 Wilkesboro Blvd
Lenoir NC, 28645

DRAWING DATE:

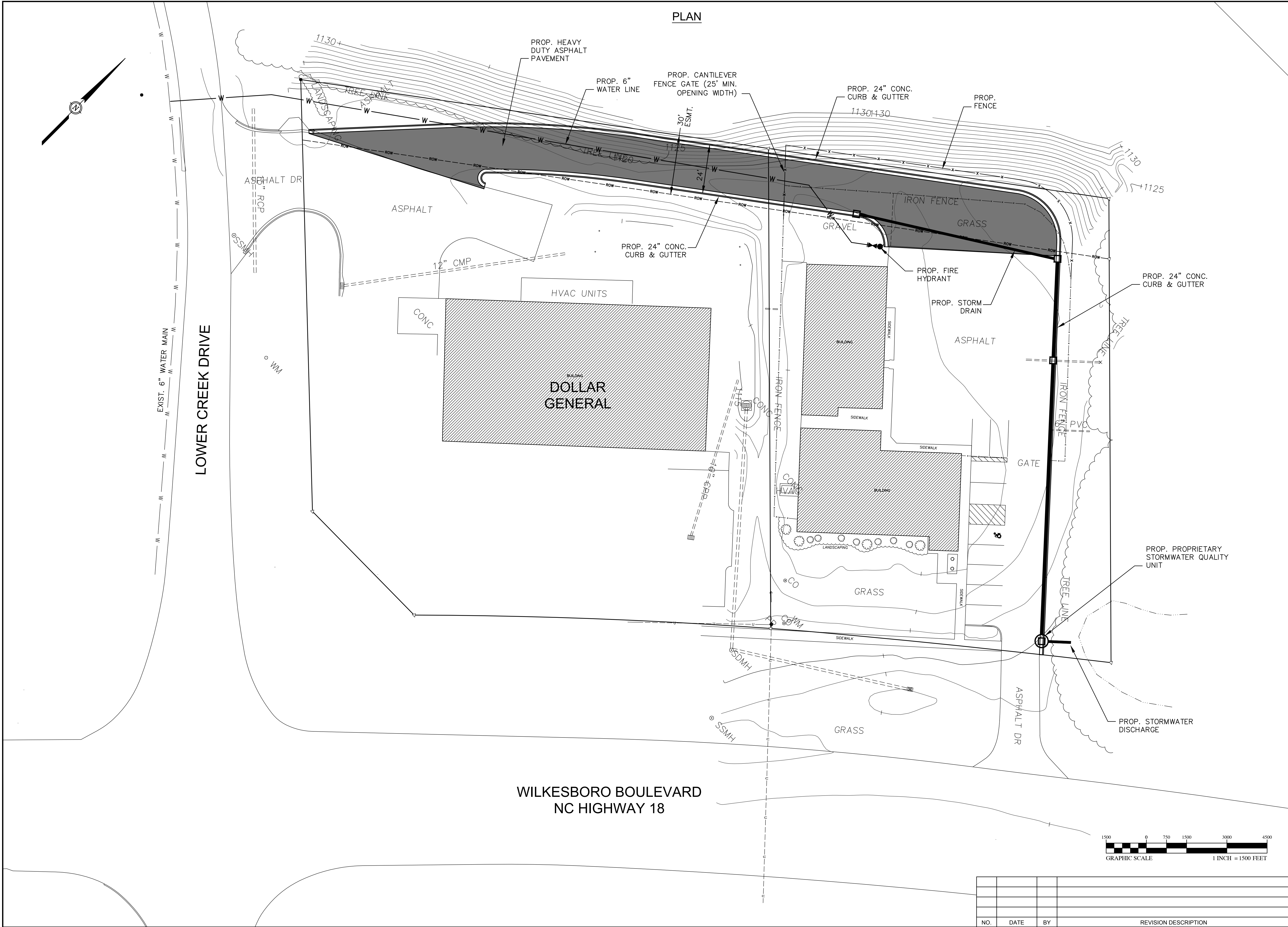
9/9/16

SHEET NO:

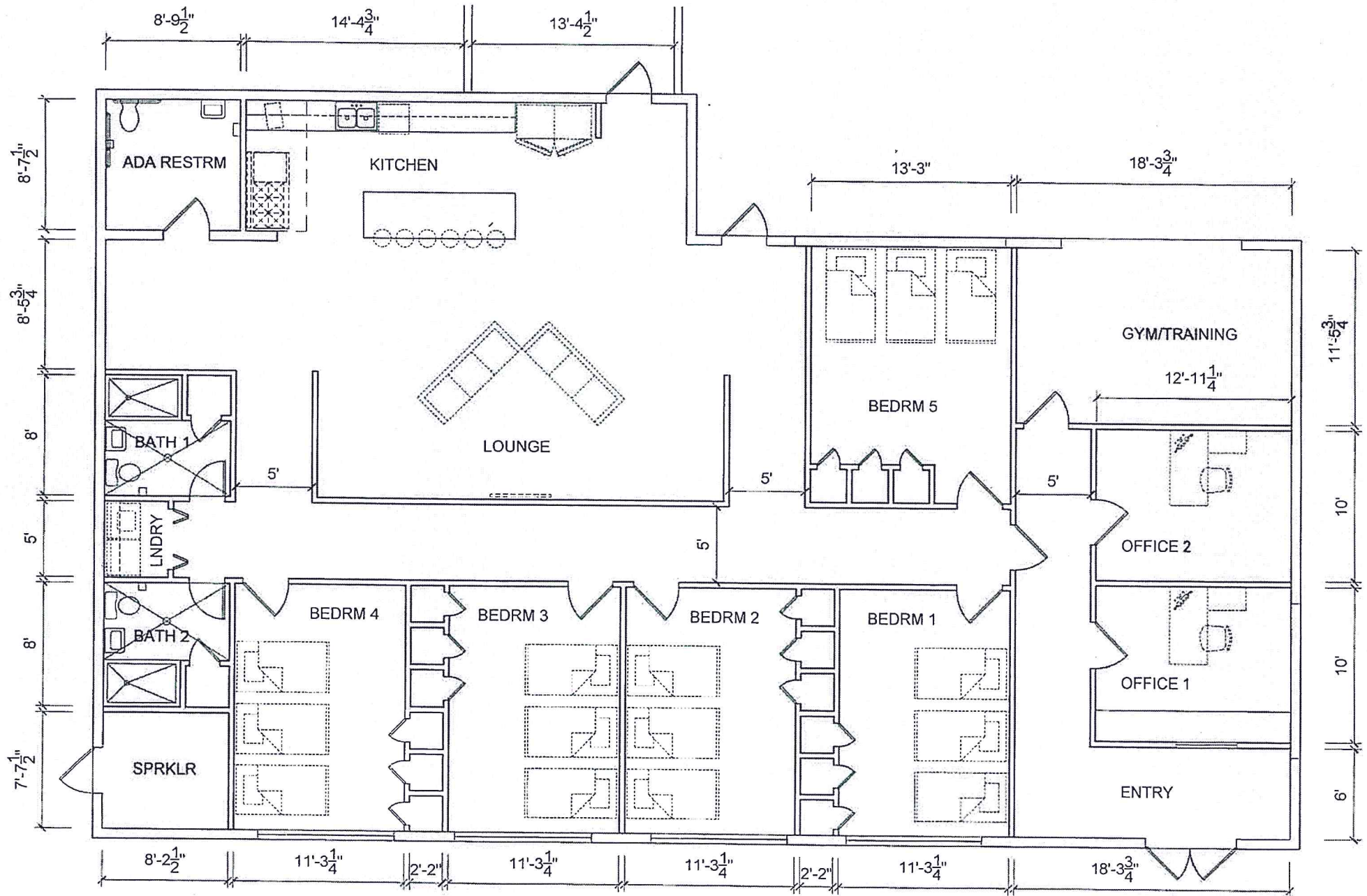
A2

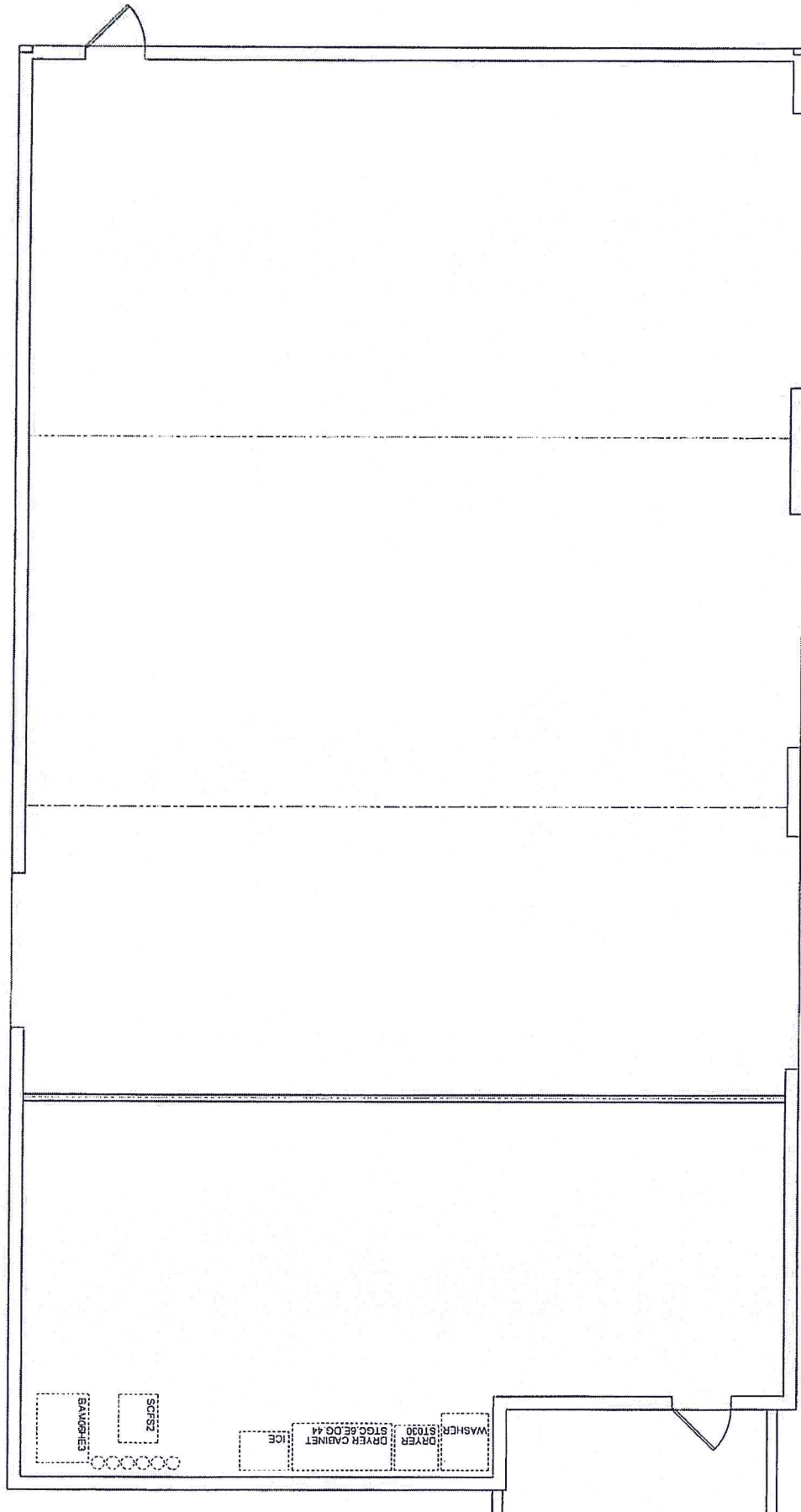


H:\Projects\2018 PROJECTS\18.01419 - Lenoir - Fire Station 3 Access Road\02_Design Phase\Drawings_Data\External_Ren\1801419-Base.dwg 10/5/2018 4:45 PM MATTHEW GETTING



NO.	DATE	BY	REVISION DESCRIPTION





Authorities/Boards/Commissions

Announcement of Upcoming New Appointments/Re-Appointment

***These items will be placed on the November 20th City Council Agenda.**

Parks & Recreation Advisory Board

Schonna Banner

Lenoir Housing Authority

Ben Boaz

Re-appointment

Foothills Regional Airport Authority

Mayor Joe Gibbons

CITY OF LENOIR

AFTER ACTION MEMO

To: Department Heads/Division Superintendents

From: Scott Hildebran, City Manager

Date: Thursday, October 18, 2018

Subject: Action taken by City Council on Tuesday, October 16, 2018.
Review all information to ensure that your department maintains
action taken by City Council.

- ✓ City Council approved the minutes of the City Council Meeting of Tuesday, October 2, 2018, as submitted.
- ✓ City Council approved the closed session minutes of Tuesday, September 18, 2018, and Tuesday, October 2, 2018, as reviewed by the City Attorney, City Council and City Manager.
- ✓ On behalf of City Council, Mayor Gibbons welcomed a group of teaching fellows that are participating in the Teaching Excellence and Achievement program, which is a program of the U.S. Department of State Bureau of Educational and Cultural Affairs. There are nineteen students from eighteen different countries currently visiting our community and surrounding areas.
- ✓ Mr. Eric Bowman, PA, presented the FY2017-18 Annual Audit Report to City Council. Mr. Bowman reported the City increased its Fund Balance by 52% and has six months of expenditures in reserve. On behalf of City Council, Mayor Gibbons expressed Council's appreciation of City Staff and all they do for the citizens of Lenoir.
- ✓ Mrs. Laura Easton, President and Chief Executive Officer, Caldwell UNC Healthcare, presented a report regarding their ongoing projects. Mrs. Easton stated the hospital joined the Caldwell UNC Healthcare group in 2013 and it has been an extremely successful partnership. She reported they are involved in the school system along with the reading program where each child receives a book. Caldwell UNC Healthcare also provides specialty services such as McCreary Cancer Center, Urgent Care and Emerge Ortho. In addition, Mrs. Easton stated Caldwell UNC Healthcare applied for a Rural Hope Grant in August 2018 requesting \$500,000 in funding to assist with this project which will consist of a new, free-standing 17,200 square foot mental health facility which will have twenty-seven (27) beds and offer in-patient and out-patient services. This behavior health facility will be located beside of UNC Healthcare on Mulberry Street. The \$7.2 million project will offer fifty (50) new, well-paying full-time jobs. The project is expected to break ground in the fall of 2018 with construction completion and job creation by fall 2020. The Hospital Foundation has secured the required 5% local government match. Mrs. Easton stated the hospital should receive notification by the end of this week if their grant application has been approved.
- ✓ City Council approved an Engineering Service Agreement with McGill Associates for future water treatment plant improvements in the amount of \$64,000.00 and an

Engineering Service Agreement with McGill Associates in the amount of \$84,000.00 for distribution system improvements for a total amount of \$148,000.00.

- ✓ City Council approved an Order of Abatement directing Staff to abate the minimum housing violations by demolishing the structure on the property of 828 Emerald Place, NCPIN#274808764 and Parcel ID#06164-1-48.
- ✓ City Council approved an Order of Abatement directing Staff to abate the minimum housing violations by demolishing the structure on the property of 1349 Fairview Drive, NCPIN#2748563698 and Parcel ID#06184-1-7.
- ✓ City Council adopted a Resolution Authorizing the Exchange of Property as follows:
The City owns an approximately 0.610 acre vacant lot located at 132 Tremont Park Drive, NCPIN#2759790520, Parcel ID#09-57-1-26A. Martin Family Motorplex, LLC, owns an approximately 0.910 acre located at 1015 Wilkesboro Boulevard, NCPIN#2850817151, Parcel ID#09-97-3-6B that includes two (2) recently constructed buildings. It is the intent of the City of Lenoir to locate Lenoir Fire Department No. 3 at the 1015 Wilkesboro Boulevard site, utilizing the two (2) recently constructed buildings. The property exchange is subject to the following negotiated terms and conditions:
(A) Prior to completing the land exchange and closing the transaction, an access road to Taylorsville Road will be platted and constructed, including any necessary associated water and storm water appurtenances, and the two (2) buildings will be modified, if necessary, to meet or exceed a Risk Category IV building code standard.
(B) Martin Family Motorplex LLC will purchase the City-owned tract for \$38,000.
(C) The City will purchase the Martin Family Motorplex LLC site, including improvements, for a not to exceed price of \$1,028,612.
(D) In further consideration, the land exchange and closing is subject to both NC Local Government Commission and Blue Ridge Energy loan agreement approval.
- ✓ Mayor Joe Gibbons announced for the general public that Schonna Banner will be appointed to serve a two-year term on the Parks and Recreation Advisory Board and Ben Boaz will be appointed to serve a three-year term on the Lenoir Housing Authority. In addition, Mayor Gibbons will be re-appointed to serve a two-year term on the Foothills Regional Airport Authority. **Note:** These appointments/re-appointment will be placed on the November 20 City Council Agenda for consideration of approval by City Council.
- ✓ The following events for the month of October/November were highlighted:
 - The annual “Smoking in the Foothills Barbeque” Event will be held all day on Friday, October 19 and Saturday, October 20 in downtown Lenoir. The public is invited to attend. Additional information is available online at www.smokinginthefoothills.com.
 - Fall Leaf Pickup began on Monday, October 15 and ends on Tuesday, January 15. Additional information is available on the City’s website at www.cityoflenoir.com.
 - The Lenoir Tourism Development Authority will meet on Thursday, October 18 at 3:00 p.m. at City Hall, Second Floor, former Council Chambers.
 - The Committee of the Whole will meet on Tuesday, October 23 at 8:30 a.m. at City Hall, Third Floor, former Council Chambers.
 - The Foothills Regional Airport Authority will meet on Wednesday, October 24 at noon.

- The annual Caldwell is Hiring Event will be held on Thursday, October 25 from 8:30 a.m. – noon at the J. E. Broyhill Civic Center.
- The annual Pumpkin Patch Parade is scheduled on Friday, October 26 from 3:00 p.m. – 6:00 p.m. in downtown Lenoir.
- Parks and Recreation will host a Halloween Carnival on Wednesday, October 31 from 5:30 p.m. until 8:00 p.m. for ages 12 and under at the Martin Luther King, Jr. Center. The event is free to the public.
- The Meleah Mikeal Half-Marathon will be held on Saturday, November 3 at 9:00 a.m. at the Aquatic & Fitness Center.
- City offices will be closed on Monday, November 12 in observance of Veterans Day. City offices will also be closed on Thursday, November 22 and Friday, November 23 in observance of the Thanksgiving holiday.
- A Veterans Day Memorial Service will be held on Monday, November 12 from 11:00 a.m. – 12:30 p.m. at the Veterans Plaza on the square.
- The City Council Meeting of Tuesday, November 6 has been **cancelled** due to Election Day. The next City Council meeting will be on Tuesday, November 20 at 6:00 p.m. at the City/County Chambers.
- The Lenoir Tourism Development Authority will meet on Thursday, October 18 at 3:00 p.m. at City Hall, Second Floor Conference Room.
- One Stop Voting is scheduled from Wednesday, October 17 through Friday, November 2 from 7:00 a.m. – 7:00 p.m. Early voting is also available on Saturday, November 3 from 8:00 a.m. until 1:00 p.m. in the City/County Chambers.
- The fifth annual Cross Community Turkey Tuesday event will be held on Tuesday, November 20 beginning at 6:00 p.m. at the Martin Luther King, Jr. Center. Additional information is available on the City's website at www.cityoflenoir.com.