

AGENDA



CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, JUNE 4, 2019
6:00 P.M.



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

- A. FY2019-2020 Annual Budget: A public hearing will be held to receive public comments regarding the Annual Budget for the fiscal year beginning July 1, 2019 through June 30, 2020 for the City of Lenoir. Upon conclusion of the public hearing, Council may adopt the enclosed FY2019-2020 Budget Ordinance.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, May 21, 2019, as submitted.
- B. Minutes: Approval of the minutes of the City Council Budget Work Session of Thursday, May 23, 2019, as submitted.
- C. Capital Project Budget Ordinance; Unifour Consortium HOME Program: Approval of the 2019 Capital Project Budget Ordinance for the Unifour Consortium HOME Program in the amount of \$1,452,000 as submitted.
- D. Capital Project Budget Ordinance; Community Development Block Grant (CDBG): Approval of the 2019 Capital Project Budget Ordinance for the Community Development Block Grant Program (CDBG) in the amount of \$135,877 as submitted.
- E. Capital Project Budget Ordinance; Close Out of the 2017 Water System Asset Inventory Grant: Approval of a Capital Project Budget Ordinance to close out the 2017 Water System Asset Inventory Grant. **Note:** The project had a total project budget of \$80,000 and the project was complete as of May, 2019 with total expenditures of \$79,200 and in-kind contributions with a value of \$1,027 were utilized.
- F. Capital Project Budget Ordinance; Close Out of the 2017 Wastewater System Asset Inventory Grant: Approval of a Capital Project Budget Ordinance to close out the 2017 Wastewater System Asset Inventory Grant. **Note:** The project had a total project budget of \$140,000 and the project was complete as of May, 2019 with total expenditures of \$127,564 and in-kind contributions with a value of \$3,059 were utilized.
- G. Budget Amendments: Staff recommends approval for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2019 as follows:
 - 1) Adjustments to the General Fund with a zero net effect to fund balance.
 - 2) Adjustments to the Lenoir Tourism Development Fund with a zero net effect to fund balance.

- 3) Adjustments to the Water/Enterprise Fund with a zero net effect to fund balance.
- H. Engineering Service Contract; McGill Associates: Staff recommends approval to enter into an Engineering Service Contract with McGill Associates for the Crossroads Sewer Replacement Project. **Note:** McGill Associates was selected after an RFQ process as the best qualified engineering firm for this project.

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. Chad Triplett and the Two-Lane Blacktop Band will perform on the Square from 6:00 p.m. – 7:30 p.m. on Friday, June 7. The Throwdown Jones Band will perform from 8:00 p.m. – 10:00 p.m. on the square.
2. The City/County Services Committee will meet on Monday, June 10 at 11:45 a.m.
3. The Caldwell County Economic Development Commission will meet on Tuesday, June 11 at 8:00 a.m.
4. The Lenoir Business Advisory Board will meet on Thursday, June 13 at 6:00 p.m. at City Hall, Third Floor, former Council Chambers.
5. City offices will be closed on Thursday, July 4 in observance of Independence Day.

B. Items for Council Action

1. Caldwell County Water Sales Agreement: Staff recommends City Council approval of the proposed Water Sales Agreement between the City of Lenoir and Caldwell County to provide up to 1,500,000 gallons of drinking water per day at the applicable wholesale water rate.
2. Minimum Housing Ordinance; 839 Creekway Drive: Staff recommends that Council call for a public hearing to be held on Tuesday, June 18, 2019 in accordance with Section 12-12(15) of the Lenoir City Code to consider a Nuisance Declaration Ordinance for property located at 839 Creekway Drive, NCPIN#2840504834 at which time the person notified may appear and be heard, in order for Staff to proceed with the enforcement process.
3. Minimum Housing Ordinance; 1519 Barcosse Street: Staff recommends that Council adopt an Order of Abatement for property located at 1519 Barcosse Street, Parcel ID 06-64-3-13 and NCPIN#2758264880 directing Staff to proceed with the demolition of the property.
4. Minimum Housing Ordinance; 530 Stage Street: Staff recommends that Council adopt an Order of Abatement for property located at 530 Stage Street, Parcel ID 06-17-1-7D and NCPIN#274-958-1583 directing Staff to proceed with the demolition of the property.

5. Acceptance of an Offer to Purchase; Beall Street: Staff recommends Acceptance of an Offer to Purchase Real Property in the amount of \$2,500 as submitted by Mt. Pilgrim Baptist Church to purchase the property owned by the City of Lenoir located on Beall Street, NCPIN#2749584440, former Beall Street Community Gardens. **Note:** The legal advertisement for the Notice of Offer to Purchase Real Property will be published in the *News-Topic* starting a ten (10) day upset bid period as required by N.C.G.S. §160A-269 following Council's Acceptance of the Offer to Purchase.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- A. Announcements; Authorities/Boards/Commissions: Mayor Gibbons will announce the following upcoming new appointments to the Lenoir Tourism Development Authority (LTDA):

Brenda Floyd, Director, J.E. Broyhill Civic Center Service & Catering
Summer Combs, General Manager, Hampton Inn

Note: These appointments will be placed on the June 18 City Council Agenda for consideration of approval.

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT

CITY OF LENOIR
COUNCIL ACTION FORM

- I. **Agenda Item: II A. FY 2019-2020 Annual Budget:** A public hearing is scheduled to receive public comments regarding the annual budget for the fiscal year beginning July 1, 2019 through June 30, 2020 for the City of Lenoir.
- II. **Background Information:** The Recommended FY 2019-20 Budget is comprised of General Fund - \$17,362,391, Special District - \$183,736, Tourism Development - \$75,000 and Water/Sewer Fund - \$8,941,688, for a total budget of \$26,562,815. The current property tax rate of \$0.58 per \$100 valuation remains unchanged, as well as the current Rescue Readiness Tax of 0.85¢ per \$100 valuation and the current Downtown Municipal Service District Tax of \$0.25 per \$100 valuation. In addition, the budget includes a \$1.00 per month solid waste increase, a 1.1% water rate increase and a 2.5% sewer rate increase. All other charges/fees remain unchanged.
- In accordance with NCGS 159-12, the Recommended Budget has been submitted to the Mayor and City Council and made available for public inspection and notice given that a public hearing will be held on Tuesday, June 4, 2019, beginning at 6:00 p.m., for the purpose of receiving input from citizens wishing to comment on the proposed budget.
- III. **Staff Recommendation:** Upon conclusion of the public hearing, Council may adopt the enclosed FY 2019-20 Budget Ordinance.
- IV. **Reviewed by:**

City Attorney:

City Manager:



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

May 21, 2019

Honorable Mayor Gibbons and Members of the City Council:

Pursuant to Section 159-11 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), I am pleased to submit the Recommended FY 2019-2020 Budget for your review and consideration. This document provides a financial plan for the ensuing fiscal year and was developed in accordance with the City Council's Priorities established in both the February Strategic Planning Retreat and the March Budget Retreat as well as during Council/Departmental meetings held over the past year. A work session to review the Recommended FY 2019-2020 Budget is scheduled to be held on Thursday, May 23rd at 6:00 p.m. and a public hearing on the budget is scheduled on Tuesday, June 4th at 6:00 p.m.

General Fund

The proposed General Fund budget totals \$17,362,391 and is balanced with the current property tax rate of 58¢ per \$100 of assessed property value and the current Rescue Readiness Tax of 0.85¢ per \$100 of assessed property value. The budget includes a \$1.00 per month increase in the solid waste fee; but, all other General Fund charges/fees are unchanged.

Water and Wastewater Fund

The proposed Water/Sewer Fund budget totals \$8,941,688 and is balanced with a 1.1% water rate increase and a 2.5% sewer rate increase. The proposed rate increases would cost the average ratepayer an additional 87¢ on a monthly bill. The Consumer Price Index - South Region for All Urban Consumers over the past 12-month period is 1.1% (February 2019). All other Water/Sewer Fund charges/fees are unchanged.

Budget Highlights

The key components of this budget are:

- Core services are continued with revenue projections estimated in a realistic, conservative manner.
- Employee Compensation: City Council and Management recognize that our employees are vital to the delivery of quality municipal services and represent our most valuable asset. As our top strategic priority, the budget includes a 3.0% cost of living increase effective on January 1, 2020. Further, the budget funds the required 1.2% increase for the Local Government Retirement System.
- The City's group health insurance premiums will not increase, while maintaining all plan benefit levels.
- The City's property/liability and workers' compensation insurance coverages were competitively bid resulting in relatively flat premiums and improved coverages.
- Street Resurfacing: Increases our funding to \$385,000 to continue implementation of the recent Pavement Study.
- Fire Station #3: Provides debt service funding as well as operating expenses for the new station.

- Downtown: Allocates funds from the CDBG Capital Project Fund to begin improvements on the old Lenoir High School Auditorium, Gym and Mack Cook Stadium and provides \$15,000 in funding to assist in downtown development.
- Fiduciary Responsibility: Does not appropriate any fund balance proceeds and maintains a GF fund balance of over 50%, which is above the City Council's 24% goal. Excess fund balance will be utilized for capital projects as council deems appropriate.
- Sidewalks/Greenways/Trails: Maintains funding of \$75,000 in FY 2019-2020 as well as supports the Hospital Avenue Sidewalk Project.
- North Main Street Plan: Allocates monies from the CDBG Capital Project Fund to initiate paving of the Greenway Rail/Trail conversion (Overmountain Victory Trail).
- Fairfield South Plan: Continues to support the Fairfield South Plan, with monies allocated to conduct area environmental assessments via EPA Brownfield Grant funding, as well as clean up city-owned property on College and Virginia Street via Appalachian Regional Commission Grant funding.
- Code Enforcement: Maintains support of code enforcement activities of \$24,000 toward building demolition, \$12,000 toward nuisance removal and \$2,000 in foreclosure expenses.
- Technology: Continues to fund Computer/IT upgrades throughout the organization to enhance and improve operations and security. Also, the budget funds the debt service for implementation of the Advance Metering Infrastructure Project.
- Environmental: Begins undertaking construction of the Wastewater Biosolids Project and outsources the management and oversight of our NPDES Phase II Stormwater Program to the Western Piedmont Council of Governments Stormwater Partnership.
- The budget also funds all debt obligations.

The following General Fund capital projects are included: Patrol Cars (4), Detective Cars – Used (2), First Floor City Hall updates, Used Brush Truck (1), Building and Roof Repairs for Public Works, Police Department, and Fire Station II, MLK Tennis Rehab, Mulberry Gym Equipment and a Diesel Fuel Pump.

The following Water/Sewer Fund capital projects are included: Mud Pumps (2), Software Upgrade, Raw Water Pumps (2), Meadowood Pump Repair, Trench Box, Replacement Vehicles (5), Utility Trailer, Sampling Equipment, Sludge Holding Tank and Roof Replacement for Rhodhiss Water Plant.

The proposed budget does not contain any new financing package for capital items.

Summary

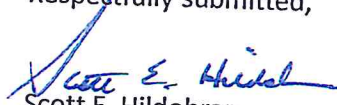
In closing, this Recommended FY 2019-2020 Budget is balanced in accordance with State Statutes and attempts to address the goals and priorities that have been established by City Council for the City's future. Though the budget does not optimally fund all of the requested operating and capital needs, the Recommended FY 2019-2020 Budget represents a level of funding, which will allow the City to maintain and enhance current service levels while making organizational changes to be cost effective and more efficient. Further, our staff continues to display a culture that encourages cost savings to maximize resources to accomplish budget initiatives.

I would like to recognize the efforts of Finance Director Donna Bean, as she has been instrumental in the preparation of this document. Her thoroughness and guidance are appreciated.

Finally, I would also like to express my thanks to the Department Directors, Team Lenoir and City Council for their patience, understanding, and dedicated work on this important policy document. Our primary

goal, each and every day, via our employee-led customer service initiative, remains to provide "Service Beyond Measure".

Respectfully submitted,


Scott E. Hildebran
City Manager

City of Lenoir
Budget Ordinance
Fiscal Year July 1, 2019 – June 30, 2020

BE IT ORDAINED by the Lenoir City Council in regular session assembled on June 4th, 2019.

Section 1. That the following amounts are hereby appropriated for the operation of the government of the City of Lenoir and its activities for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

<u>Fund</u>	<u>Estimated Revenues</u>	<u>Fund Balance Appropriated</u>	<u>Total Budget</u>	<u>Appropriated</u>
General	\$17,362,391		\$17,362,391	\$17,362,391
Water & Wastewater	<u>\$8,941,688</u>		<u>\$8,941,688</u>	<u>\$8,941,688</u>
Total	<u>\$26,304,079</u>		<u>\$26,304,079</u>	<u>\$26,304,079</u>

Section 2. That for said fiscal year there is hereby appropriated as expenditures of the General Fund the following:

Legislative	\$361,628
Administrative	\$569,318
Finance	\$673,767
Planning/Stormwater	\$420,751
Police	\$5,596,837
Fire	\$4,023,077
Recreation	\$1,732,475
Public Works:	
Administrative	\$275,993
Cemetery & Grounds	\$354,526
Building Maintenance	\$318,415
Sanitation	\$829,215
Streets	\$1,990,912
Vehicle Services	<u>\$215,477</u>
Total	<u>\$17,362,391</u>

**City of Lenoir
Budget Ordinance
Fiscal Year July 1, 2019 – June 30, 2020**

Section 3. That for said fiscal year there is hereby appropriated as expenditures of the Water & Wastewater Fund the following:

<u>DEPARTMENT/DIVISIONS</u>	<u>APPROPRIATION</u>
Admin. & Engineering	\$356,794
Utilities Maintenance	\$331,229
Rhodhiss Water Treatment Plant	\$2,398,350
Water Distribution	\$2,130,166
Wastewater Collection	\$1,135,933
Wastewater Pretreatment	\$185,988
Wastewater Treatment Plants:	
Gunpowder Plant	\$1,093,052
Lower Creek Plant	<u>\$1,310,176</u>
Total	<u>\$8,941,688</u>

Section 4. There is hereby levied for the fiscal year ending June 30, 2020, the following rate of taxes on each one hundred dollars of assessed valuation of taxable property listed as of January 1, 2019, and of registered vehicles in accordance with G.S. 105-330.3(a)(1) for the purpose of raising the revenues from the current year's listed and registered property as set forth in the foregoing estimates of the General Fund revenues and in order to finance the foregoing General Fund appropriations.

General Fund.....\$.58 cents tax rate per one hundred dollars assessed valuation.

Rescue Readiness Tax.....\$.0085 cents tax rate per one hundred dollars assessed valuation.

Said General Fund tax rates are based on an estimated total appraisal value of real and personal property for the purpose of taxation of \$2,159,030,146 with an assessment ratio of one hundred percent (100%) of appraised value and estimated collection rate of 96.57%. Said collection rates are based on the actual 2017-2018 collection rates.

City of Lenoir
Budget Ordinance
Fiscal Year July 1, 2019 – June 30, 2020

Section 5. That for said fiscal year there is hereby appropriated as expenditures of the special Downtown Tax District Fund for the operation of the Economic Development/Main Street Lenoir program and Tourism Development.

Fund	Estimated Revenues	Fund Balance Appropriated	Total Budget	Appropriated
Special Downtown District	\$183,736		\$183,736	\$183,736
Tourism Development	<u>\$75,000</u>		<u>\$75,000</u>	<u>\$75,000</u>
TOTAL	<u>\$258,736</u>		<u>\$258,736</u>	<u>\$258,736</u>

Section 6. There is hereby levied for the fiscal year ending June 30, 2020, the following rate of taxes on each one hundred dollars of assessed valuation of taxable property listed as of January 1, 2019, and of registered vehicles in accordance with G.S. 105-330.3(a)(1) for the purpose of raising the revenues from the current year's listed and registered property set forth in the foregoing estimates of Special Downtown District Fund revenues and in order to finance the foregoing Special Downtown District Fund appropriations.

Special Downtown District.....\$.25 cents tax rate per one hundred dollars assessed valuation.

Said Special Downtown District tax is based on an estimated total appraised value of property for the purpose of taxation of \$ 13,217,768 with an assessment ratio of one hundred percent (100%) of appraised and registered real and personal property value. The estimated collection rate is 96.57%.

Section 7. It is estimated that \$75,000 in revenue will be available in the Tourism Development Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

City of Lenoir
Budget Ordinance
Fiscal Year July 1, 2019 – June 30, 2020

Section 8. Water & Sewer rates are established to be effective July 1, 2019 according to the following schedule:

	Water Inside Corporate Limits	
0-1,000 gallons		\$10.54
Over 1,000 gallons		\$3.33 per 1,000 gallons
	Sewer Inside Corporate Rates	
1-1,000 gallons		\$9.24
Over 1,000 gallons		\$3.91 per 1,000 gallons
	Water Outside Corporate Limits	
0-1,000 gallons		\$21.08
Over 1,000 gallons		\$6.67 per 1,000 gallons
	Sewer Outside Corporate Limits	
0-1,000 gallons		\$18.49
Over 1,000 gallons		\$7.83 per 1,000 gallons
	Resale Water	
\$2.22 per 1,000 gallons		
	Resale Sewer	
\$3.87 per 1,000 gallons		

Section 9. Salaries & wages accounts provide for funding of all budgeted employee positions and City Council.

Section 10. The City Manager and Finance Director shall notify the City Council of any items of over-expenditure or shortfalls in revenue on a timely basis throughout the fiscal year. Request for appropriations not contained in the Budget Ordinance will be presented to Council after a review of the necessary revenue sources to offset the expenditure has been conducted by the Finance Director. Recommended budget amendments will be presented to the Council at the time the request for appropriation is submitted by the Finance Director.

Section 11. Copies of this Budget Ordinance shall be furnished to the Finance Director and the City Manager of the City of Lenoir, North Carolina, to be kept on file by them for their direction in the collection of revenues and the expenditures of amounts appropriated.

Section 12. The City Manager is authorized to amend the budget by transfer of appropriations within each fund. All amendments affecting revenues or total fund appropriations shall be approved by ordinance by the City Council, to be acted on at any regular or special meeting and approved by a simple majority of those present and voting, a quorum being present. Only one reading will be required and a public hearing or publication of notice is not necessary unless requested by Council.

**City of Lenoir
Budget Ordinance
Fiscal Year July 1, 2019 – June 30, 2020**

Adopted this 4th day of June, 2019.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk

**LENOIR CITY COUNCIL
TUESDAY, MAY 21, 2019
6:00 P.M.**

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

Note: Councilmember Rohr's seat is vacant on City Council due to his accepting the position of City Attorney.

ABSENT: Councilmembers Todd Perdue and Crissy Thomas.

I. CALL TO ORDER

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

**SYMPATHY; CITY OF
MOORESVILLE:**

- B. Mayor Gibbons asked everyone to continue to keep the City of Mooresville in their thoughts and prayers regarding the loss of Officer Jordan Sheldon, K-9 Officer, who was killed during a routine traffic stop on Saturday, May 4. Mayor Gibbons stated he has spoken with Miles Atkins, Mayor of Mooresville, who shared the family and everyone is still having a difficult time regarding this tragic loss.

Mayor Gibbons also expressed appreciation to the Lenoir Police Department for all they do in keeping our community safe and thanked all City Departments for all their hard work for the City and its citizens.

BRYAN MOORE, CHAMBER OF

COMMERCE: B. Mr. Bryan Moore, President, Caldwell County Chamber of Commerce, addressed City Council and stated his schedule has been fairly busy as he has completed 77 days of his 100-day plan for Lenoir and Caldwell County. Mr. Moore explained the goal of his plan is to learn how the Chamber of Commerce can better meet the needs of the community.

Mr. Moore also thanked Kaylynn Horn, Kyle Case and other City Staff for their assistance regarding the annual Blackberry Festival scheduled on July 13 and 14 and sponsored by the Chamber of Commerce. Mr. Moore further commended City Council for the great job they are doing.

Mayor Gibbons stated the City enjoys a great partnership with the Chamber of Commerce and mentioned a number of good projects are scheduled to begin in the near future.

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, May 7, 2019, as submitted.
2. Resolution More Powerful NC Campaign: Approval of a Resolution Supporting the More Powerful NC Campaign against the opioid crisis in North Carolina as requested by the North Carolina League of Municipalities (NCLM) and Josh Stein, North Carolina Attorney General. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to pages 358-359).

Mayor Gibbons read several of the statistics cited by the North Carolina Opioid Action Plan Data Dashboard for 2017 as follows:

- a) There were 12 Caldwell residents unintentional opioid overdose deaths
- b) There were 73 Caldwell residents opioid overdose Emergency Department visits
- c) 7,926,000 opioid pills were dispensed to Caldwell residents
- d) There were 7 reported community naloxone reversals in Caldwell County

Police Chief Brent Phelps thanked City Council for taking an active part in addressing this critical issue and shared the Department has joined the online campaign against opioids as a partnering agency.

Chief Phelps shared opioid use is an epidemic plus it is a hard problem to handle. The Department is seeking resources to get drugs off the streets and he related that City and County Officers are also equipped with Narcan, which is an opioid antagonist used for the complete or partial reversal of opioid overdose, including respiratory depression. Chief Phelps explained that officers' always remain at a scene whenever they have to administer Narcan to anyone until other agencies and support personnel arrive.

Mayor Pro-Tem Willis commended the Police Department for taking part to make sure that everyone is aware of this problem that affects everyone at all levels.

3. Service Agreement; Engineering Services: Staff recommends approval to negotiate a Service Agreement with McGill Associates of Hickory, NC, for the Engineering Services for the Design and Construction of the Crossroads Sewer Line Improvements Project. **Note:** The City received proposals from four engineering firms and, following review of the proposals with City Staff, it is believed that McGill Associates is the best qualified firm for the work required for the project.

Mayor Pro-Tem Willis stated he was pleased the City had requested proposals

for engineering services and received proposals from very qualified firms.

Upon a motion by Councilmember Stevens, Council voted 4 to 0 to approve the above listed items on the Consent Agenda as presented and as recommended by City Manager Hildebran.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

BUDGET WORK

SESSION: 1. City Council will conduct a Budget Work Session on Thursday, May 23 at 6:00 p.m. at City Hall, Third Floor. An additional Budget Work Session will be held on Thursday, May 30 at 6:00 p.m. if necessary.

END OF SCHOOL

BLAST: 2. Parks & Recreation will host an End of School Blast from noon – 4:00 p.m. at Mulberry Recreation Center on Saturday, May 25. Also, the outdoor pool at the Aquatic & Fitness Center will be open to the public.

HOLIDAY

CLOSING: 3. City offices will be closed on Monday, May 27 in observance of Memorial Day.

MEMORIAL DAY

SERVICE: 4. The American Legion will host a Memorial Day Service at 10:00 a.m. on Monday, May 27 at the Veterans Plaza on the square.

COMMITTEE OF THE

WHOLE: 5. The Committee of the Whole will meet on Tuesday, May 28 at 8:30 a.m. at City Hall, Third Floor.

FOOTHILLS REGIONAL AIRPORT

AUTHORITY:

6. The Foothills Regional Airport Authority will meet on Wednesday, May 29 at noon.

B. ITEMS FOR COUNCIL ACTION

FY2019-2020 ANNUAL RECOMMENDED

BUDGET: 1. City Manager Scott Hildebran presented the FY2019-2020 Annual Budget to City Council and recommended that Council call for a public hearing to be held on Tuesday, June 4 for consideration of adoption of the proposed budget.

The budget is comprised of General Fund of \$17,362,391 and is balanced with the

current property tax rate of \$0.58 per \$100 of assessed property value and the current Rescue Readiness Tax of \$0.0085 per \$100 of assessed property value. The budget includes a \$1.00 increase in the monthly solid waste fee in order to fund a second brush truck; but, all other General Fund charges/fees are unchanged. Mr. Hildebran reported that no funding from the City's Fund Balance was used to balance the proposed budget.

Mr. Hildebran stated the recommended budget meets all of Council's priorities and pointed out this is the City's seventh straight year without a tax increase. Mr. Hildebran also reported the City's insurance rate for FY2019-2020 will not be increasing, but noted that Staff would present information regarding the City's property and liability rates at the May 28 Committee of the Whole meeting for consideration of approval by City Council.

The proposed Water/Sewer Fund budget totals \$8,941,688 and is balanced with a 1.1% water rate increase and a 2.5% sewer rate increase. The proposed rate increases would cost the average ratepayer an additional \$0.87 on a monthly bill. The Consumer Price Index – South Region for All Urban Consumers over the past 12 month period is 1.1% (February 2019) which is a benchmark the City uses in determining its utility rates. All other Water/Sewer Fund charges/fees are unchanged. The budget also includes a 3% COLA for City employees effective January 1, 2020.

The General Fund includes traditional City services such as police and fire, planning and zoning, parks, recreation, and public works which provides services such as trash pickup, street maintenance and brush collection.

The City is required to have its budget adopted by July 1, 2019 in order to establish its legal spending limits. The budget is available in the City Clerk's office for public inspection from 8:30 a.m. until 5:00 p.m. Monday through Friday. The budget is also available online at the City's website at www.cityoflenoir.com.

Mr. Hildebran reported the proposed budget addresses Council's 2019 goals and priorities that were established at the February Budget Retreat without raising taxes. He reviewed the key components of the budget as follows:

Priorities

1. Employee compensation
2. Housing
3. Healthy Infrastructure
4. Economic Development
5. US 321 & Community Beautification

6. Public Engagement

Highlights

- Core services continued
- Employee Compensation
 - 3% cost of living increase in January 2020
 - Funds 12% increase for the Local Government Retirement System
- Health Insurance:
- No increase in premiums, maintains current benefit levels
- Competitively bid property/liability and works comp insurance, relatively flat premiums with improved coverages
- Street Resurfacing: \$385,000 for street paving, \$10,000 increase over last year
- Fire Station #3
 - Debt service
 - Operating expenses
- Downtown:
 - Community Development Block Grant (CDBG) funding for improvements to Lenoir
 - High School auditorium, gym, and Mack Cook Stadium
 - \$15,000 to assist in downtown development
- Fiduciary Responsibility:
 - Does not use fund balance
 - Maintains 50% fund balance, exceeds 24% goal
- Sidewalks/Greenways/Trails:
 - Provides \$75,000 for projects
 - Supports Hospital Avenue Sidewalk Project
- North Main Street Plan: Allocates CDBG funds to pave greenway rail trail
- Fairfield South Plan:
 - Leverages EPA grant to conduct environmental assessments
 - Allocates ARC grant funds to clean up Virginia Street property
- Code Enforcement:
 - \$24,000 for building demo
 - \$12,000 for nuisance removal
 - \$2,000 for strategic foreclosure expenses

- Technology
 - Continues IT upgrades
 - Funds advanced metering infrastructure
- Environment:
 - Funds biosolids project at wastewater treatment plant
 - Outsources stormwater management and oversight of our NPDES Phase II Stormwater Program to the Western Piedmont Council of Governments
 - Funds all debt obligations
- General Fund Capital
 - Patrol cars (4)
 - Detective cars – used (2)
 - First floor City Hall updates
 - Brush truck – used (1)
 - Building and roof repairs for Public Works, Police, and Fire Station II
 - MLK tennis court rehab
 - Mulberry gym equipment
 - Diesel fuel pump
- Water/Sewer Capital
 - Mud pumps (2)
 - Software upgrade
 - Raw water pumps (2)
 - Meadowood pump repair
 - Trench box
 - Replacement vehicles (5)
 - Utility trailer
 - Sampling equipment
 - Sludge holding tank
 - Roof replacement for Rhodhiss Water Plant

City Manager Hildebran stated that the City’s primary goal, each and every day, via our employee-led customer service initiative, remains to provide “Service Beyond Measure.”

Mr. Hildebran thanked Finance Director Donna Bean, Department Directors, and Team Lenoir for all of their hard work and also thanked City Council for their leadership. The City will conduct a Budget Work Session on Thursday, May 23 at 6:00 p.m. at City Hall, Third Floor, former Council Chambers.

Upon a motion by Mayor Pro-Tem Willis, Council voted 4 to 0 to schedule a public hearing on Tuesday, June 4 for consideration of approval for the recommended FY2019-2020 Annual Budget as recommended by City Manager Hildebran.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

CLOSED SESSION:

- A. Pursuant to N.C.G.S. §143-318.11(3), City Attorney Rohr recommended that Council enter into closed session to discuss attorney/client privilege regarding pending litigation of James Dean Eaker versus the City of Lenoir, Loto Greelee Caviness and Scott Hildebran and pending litigation regarding the case of P.B. Realty versus David Williams, Doris Williams, and the City of Lenoir.

OPEN SESSION:

- B. Upon a motion by Councilmember Stevens, Council voted unanimously to return to open session.

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT

- A. There being no further business, the meeting was adjourned 6:50 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

RESOLUTION SUPPORTING THE MORE POWERFUL NC CAMPAIGN

WHEREAS the opioid epidemic, overdose deaths, and substance misuse pose a threat to the life, health, and well-being of North Carolina residents;

WHEREAS life expectancy in the United States has declined for three years in a row for the first time since World War I, fueled in large part by a record number of drug overdose deaths;

WHEREAS more people die from drug overdoses than car crashes;

WHEREAS more than 13,000 North Carolina residents lost their lives to unintentional opioid overdoses between 1999 and 2017;

WHEREAS the number of unintentional opioid overdose deaths in our state was nearly 17 times higher in 2017 than it was in 1999;

WHEREAS more than 2,000 North Carolinians lost their lives to opioid overdoses in 2017 alone, or more than five people a day on average;

WHEREAS for every opioid overdose death, there are nearly two hospitalizations and nearly four emergency department visits in North Carolina (based on 2017 data);

WHEREAS the opioid epidemic has contributed to a rise in Hepatitis C and heart valve infections (endocarditis), among other serious and costly health consequences;

WHEREAS the opioid epidemic has contributed to a significant rise in the number and rate of hospitalizations associated with drug withdrawal in newborns and a rise in the number of children in foster care;

WHEREAS the economic cost of the opioid crisis exceeded \$500 billion in 2015 – equal to 2.8 percent of the U.S. Gross Domestic Product (GDP) that year, according to the White House Council of Economic Advisers;

WHEREAS the opioid epidemic has imposed significant and continuing costs on our healthcare, criminal justice, and social service systems;

WHEREAS the opioid epidemic has imposed major costs on private employers and the economy as a whole through excess sick days, disability claims, diminished productivity, and lost productivity due to incarceration and premature death;

WHEREAS the opioid epidemic, overdose deaths, and substance misuse cause pain, suffering, and loss to individuals, families, and communities that can never be measured;

WHEREAS the opioid epidemic has affected the City of Lenoir, Caldwell County, North Carolina in the following ways:

According to the NC Opioid Action Plan Data Dashboard for the year 2017: (<https://injuryfreenc.shinyapps.io/OpioidActionPlan/>)

- *There were 12 Caldwell resident unintentional opioid overdose deaths*
- *There were 73 Caldwell resident opioid overdose ED visits*
- *7,926,000 opioid pills were dispensed to Caldwell residents*
- *There were 7 reported community naloxone reversals in Caldwell County*

According to the statistics submitted by the Lenoir Police Department in their 2018 Annual Report:

- *All 34 Patrol Officers have been supplied with Narcan since 2016 to revive subjects who have overdosed*
- *In 2018, Narcan was used 15 times (most often multiple doses); wherein, 9 subjects were revived*
 - *There were 32 identified overdoses, 4 suicides, 6 suicide attempts (1 by Rx); 38 deaths (4 identified by opioid)*
 - *There were 116 involuntary commitments (most often due to drug usage) that officers had to stand by with*
 - *Confiscated was 5 GR fentanyl, 31 GR heroin, 300 GR meth, 1,038 DU Rx, 121 GR unknown, plus other¹*
 - *373 lbs. of unused/expired medication was collected at 5 mobile events and permanent lobby box²*
- *Opioid presentations given to groups on awareness; joined local coalition in 2014 (using Wilkes Project Lazarus model)*

¹41 GR cocaine powder, 19 GR crack cocaine, 3,229 GR marijuana

²This does not include statistics for Hudson Police, Granite Falls Police, or Caldwell Co. Sheriff's Office

According to NCDHHS Chronic Disease and Injury Section: (<https://www.injuryfreenc.ncdhhs.gov/DataSurveillance/Poisoning.htm>)

- The unintentional medication and drug death rates per 100,000 persons (2012 – 2016) were 20.3 for Caldwell, higher than the 16 reported for Region 2 and the 12.2 reported in NC (during the same period)
 - The age group most affected by overdose deaths in Caldwell County is 25-44 (23%) and 45-64 (30%)
 - 51% of unintentional overdose deaths in Caldwell County were male, 49% were female
- Hospitalizations associated with drug withdrawal syndrome in newborns per 1,000 live births for NC residents (2012 – 2016) were 29.6 for Caldwell County, higher than the 20.1 reported for Region 2 and the 9 reported in NC (during the same period)

WHEREAS an effective response to the opioid epidemic combines prevention, intervention, treatment, recovery, harm reduction, and law enforcement strategies – including those outlined in North Carolina’s Opioid Action Plan and described on www.MorePowerfulNC.org;

WHEREAS an effective response to the opioid epidemic requires commitment and collaboration among federal, state, and local governments as well as healthcare providers, businesses, foundations, non-profits, universities, colleges, schools, community coalitions, faith communities, and other community partners;

NOW THEREFORE LET IT BE RESOLVED that the City of Lenoir and the Lenoir Police Department will join forces with others to address the opioid epidemic in the City of Lenoir and Caldwell County, North Carolina by:

- ✓ Joining the More Powerful NC opioid awareness campaign as a partner;
- ✓ Encouraging community members with substance use disorders to connect with treatment and recovery resources, and offering support and assistance to their families and loved ones;
- ✓ Supporting community members in treatment and recovery by getting the facts about addiction, treatment, and recovery, helping to dispel myths and misconceptions, and reducing stigma;
- ✓ Encouraging community members to dispose of leftover medications and to secure needed medications that remain in the home;
- ✓ Encouraging community members to talk to healthcare providers and healthcare providers to talk to patients and community members – about the risks associated with prescription pain medications and alternatives to opioids for treating pain;
- ✓ Encouraging community members to talk to their children, families, and loved ones about risks related to drug misuse and methods for coping with social pressure, stress, and other challenges;
- ✓ Working with members of the faith community and encouraging them to get involved in efforts to address the opioid epidemic;
- ✓ Working with local schools to offer programs and curricula that help foster healthy students and discourage misuse of opioids and other drugs;
- ✓ Working with the business community to support community efforts to address the opioid epidemic and to create healthy and recovery-friendly workplaces;
- ✓ Encouraging community members to call 911 to report overdoses and to increase awareness of the state’s Good Samaritan law;
- ✓ Increasing awareness of and access to the overdose reversal drug naloxone;
- ✓ Working with first responders and emergency departments to develop post-overdose response strategies that connect overdose survivors to treatment, harm reduction, and other services and supports;
- ✓ Working with law enforcement agencies, district attorneys, judges, court personnel, and reentry councils to connect individuals with substance use disorders to drug treatment and other services, develop pre-arrest diversion programs, support treatment and recovery courts, support drug treatment in prisons/jails, and connect people who are released from prison/jail to treatment and other services;

On behalf of the City of Lenoir, Caldwell County, NC, witness my hand and seal this the _____ day of _____, _____.

SEAL

ATTEST

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

MINUTES

**LENOIR CITY COUNCIL
FY2019-2020 ANNUAL BUDGET WORKSESSION
CITY HALL, THIRD FLOOR
THURSDAY, MAY 23, 2019
6:00 P.M.**

PRESENT: Mayor Gibbons, Councilmember Beal, Perdue, Perkins, Stevens, Thomas and Willis.

Others present were City Manager Hildebran, Finance Director Bean, City Clerk Cannon, and Virginia Annable, *News-Topic*.

Note: Councilmember Rohr's seat is vacant on City Council due to his accepting the position of City Attorney.

I. CALL TO ORDER

A. Mayor Gibbons welcomed everyone and called the meeting to order.

B. FY2019-2020 Recommended Annual Budget: City Manager Hildebran reviewed the highlights of the power point presentation of the recommended FY2019-2020 Annual Budget presented to City Council at the May 23 City Council Meeting.

Note: A copy of the power point presentation is attached to these minutes as information and is also available on line at www.cityoflenoir.com.

The recommended budget is comprised of General Fund, \$17,362,391 and Water Fund, \$8,941,688, for a total budget of \$26,304,079. The budget includes a \$1.00 increase in the monthly solid waste fee in order to fund a second brush truck, but all other General Fund charges/fees are unchanged. The current property tax rate of \$0.58 per \$100 valuation also remains unchanged and Mr. Hildebran pointed out the City has not increased property taxes in seven years. The budget includes the Rescue Readiness Tax of \$0.85 per \$100 of assessed property value. The budget does include a modest 1.1% increase in water rates and a 2.5% sewer rate increase which would cost the average ratepayer an additional \$0.87 on a monthly bill. The proposed budget also includes a 3% COLA for City employees effective January 1, 2020. In addition, Mr. Hildebran stated the budget funds a 1.2% increase for the Local Government Retirement System.

The City is required to have its budget adopted by July 1, 2019 in order to establish its legal spending limits for FY2019-2020.

As information, Mr. Hildebran reported that he and Mayor Gibbons attended a Vision Northwest North Carolina session in Boone on Wednesday, May 22 which addressed rural economic development trends in economic and workforce development. A brief discussion was held regarding how to address the housing needs in Lenoir and Caldwell County.

Mr. Hildebran reported the North Carolina League of Municipalities (NCLM) is not increasing their health insurance rate for FY2019-20 and the City will maintain its current benefit levels.

In addition, Mr. Hildebran reported the City accepted proposals for property liability and workers' compensation coverage and will present additional information at the May 28 Committee of the Whole meeting. Councilmember Perdue stated he would like to see additional coverage added to the proposed Cyber Liability as technology is becoming more of an issue for municipalities.

Mr. Hildebran pointed out that 50% of the City's recommended budget is allocated for public safety. Also, an additional \$10,000 was added for street resurfacing for a total resurfacing budget of \$385,000. He shared the budget includes debt service and operating expenses for the new Fire Station #3. Community Development Block Grant (CDBG) funds will be allocated for improvements to the former Lenoir High School Auditorium, Gym and Mack Cook Stadium plus an additional \$15,000 will be used to assist in downtown development. Mr. Hildebran further shared the budget provides \$75,000 for projects, supports the Hospital Avenue Sidewalk Project and CDBG funds will be allocated to the North Main Street Plan in order to pave the greenway rail trail.

Mr. Hildebran also commended Burl Sprouse, IT Technician, for saving the City additional funding with his expertise in technology. Mr. Hildebran stated that funding will also be allocated for the advanced metering infrastructure project City Council approved through MeterSys. The recommended budget will further fund the biosolids project at the Wastewater Treatment Plant, plus oversight of the City's NPDES Phase II Stormwater Program to the Western Piedmont Council of Governments and the budget funds all debt obligations.

Mr. Hildebran referred to the Fairfield South Plan and remarked it leverages the EPA grant to conduct environmental assessments plus allocates the Appalachian Regional Commission (ARC) grant funds to clean up the Virginia Street property. Code enforcement will utilize \$24,000 for building demolitions, \$12,000 for nuisance removal and \$2,000 for strategic foreclosure expenses.

Mr. Hildebran stated the following items will be purchased out of the

General Fund:

- Patrol Cars (4)
- Detective cars – used (2)
- First Floor City Hall updates
- Brush truck – used (1)
- Building & roof repairs for Public Works, Police and Fire Station II
- MLK tennis court rehab
- Mulberry gym equipment
- Diesel fuel pump

Water/Sewer Capital:

- Mud pumps (2)
- Software upgrade
- Raw water pumps (2)
- Meadowood pump repair
- Trench box
- Replacement vehicles (5)
- Utility trailer
- Sampling equipment
- Roof replacement for Rhodhiss Water Plant

General Comments/Future Items

Additional niches (columbariums) will be built at Blue Ridge Memorial Cemetery plus paving of some areas

Two-way downtown traffic study (this item will be discussed with business owners before proceeding)

Be more open & receptive to purchasing vacant buildings (will have economic impact on downtown/community)

Fiber Installation (may consider Skybest for future projects)

Shorten the deadline for property owners to abate property

Share the City's story to better promote area

Dedication ceremony for Charters of Freedom to be held on July 3 with Mr. Vance Patterson, founder, in attendance. The time will be announced.

Hampton Inn Ribbon Cutting on June 4 at noon

Straw Poll

Following a straw poll by Council members, it was the consensus of the Council to proceed with the recommended budget and to cancel the budget work session on Thursday, May 30. A public hearing will be held on Tuesday, June 4 to consider adoption of the recommended budget.

Adjourn

There being no further business, the meeting was adjourned at 7:14 p.m.

Attachments

FY2019-20 Power Point Presentation

2019-2020 BUDGET PRESENTATION

SCOTT HILDEBRAN, CITY MANAGER
CITY OF LENOIR, NORTH CAROLINA



2019 PRIORITIES

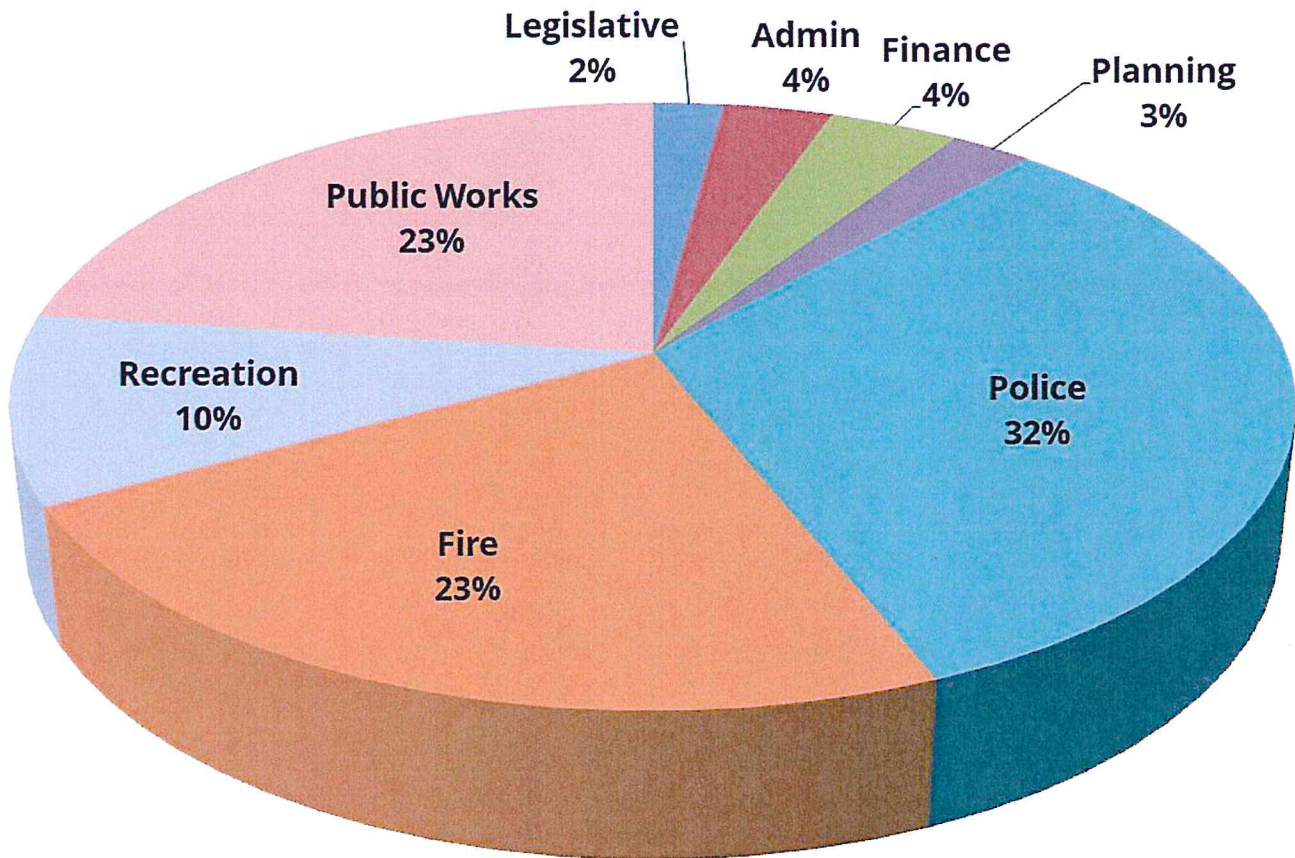
1. Employee Compensation
2. Housing
3. Healthy Infrastructure
4. Economic Development
5. US 321 & Community Beautification
6. Public Engagement

GENERAL FUND

\$17,362,391

- Budget is balanced, addresses Council goals
- ***No Tax Increase***
- Tax rate - \$0.58 per \$100
- Rescue Readiness Tax - \$.0085 per \$100
- \$1.00 increase in solid waste fee to fund second brush truck
- All other General Fund fees unchanged

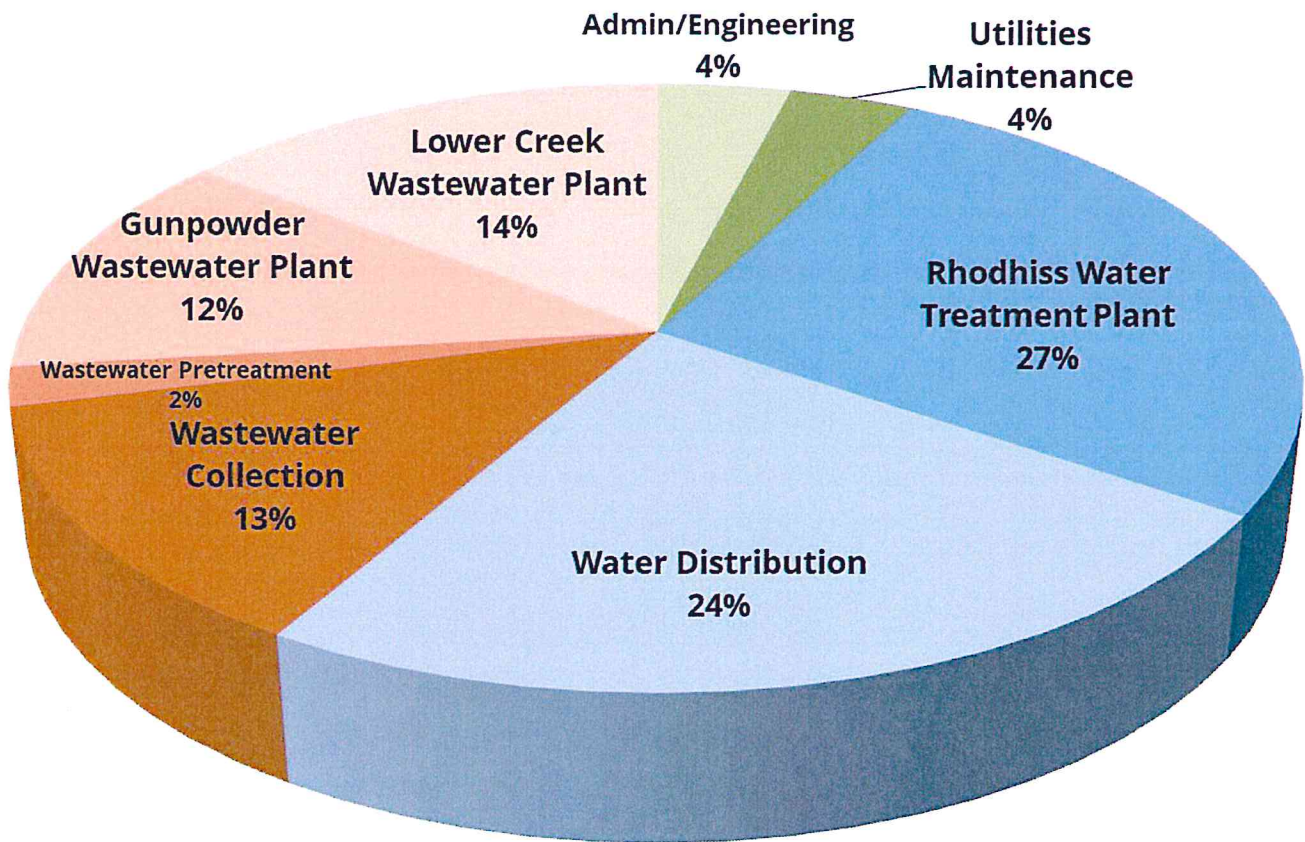
GENERAL FUND BY %



WATER/WASTEWATER FUND

- **\$8,941,688**
- 1.1% water rate increase
- 2.5% sewer rate increase
- Rate increase = \$0.87 more per month on an average water/sewer bill
- All other Water/Wastewater Fund fees unchanged

WATER / WASTEWATER BY %



HIGHLIGHTS

- Core services continued
- Employee Compensation:
 - 3% cost of living increase in January 2020
 - Funds 1.2% increase for the Local Government Retirement System
- Health Insurance: No increase in premiums, maintains current benefit levels
- Competitively bid property/liability and workers comp insurance, relatively flat premiums with improved coverages

HIGHLIGHTS

- Street Resurfacing: \$385,000 for street paving, \$10,000 increase over last year
- Fire Station #3:
 - Debt service
 - Operating expenses
- Downtown:
 - CDBG funding for improvements to Lenoir High School auditorium, gym, and Mack Cook Stadium
 - \$15,000 to assist in downtown development

HIGHLIGHTS

- Fiduciary Responsibility:
 - Does not use fund balance
 - Maintains 50% fund balance, exceeds 24% goal
- Sidewalks/Greenways/Trails:
 - Provides \$75,000 for projects
 - Supports Hospital Ave sidewalk project
- North Main Street Plan: Allocates CDBG funds to pave greenway rail trail

HIGHLIGHTS

- Fairfield South Plan:
 - Leverages EPA grant to conduct environmental assessments
 - Allocates ARC grant funds to clean up Virginia St. property
- Code enforcement:
 - \$24,000 for building demo
 - \$12,000 for nuisance removal
 - \$2,000 for strategic foreclosure expenses

HIGHLIGHTS

- Technology:
 - Continues IT upgrades
 - Funds advanced metering infrastructure
- Environmental:
 - Funds biosolids project at wastewater treatment plant
 - Outsources stormwater management and oversight of our NPDES Phase II Stormwater Program to the Western Piedmont Council of Governments
- Funds all debt obligations

GENERAL FUND CAPITAL

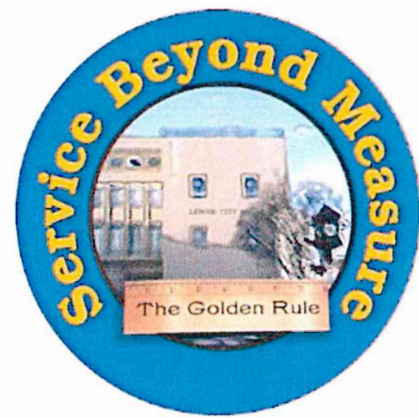
- Patrol cars (4)
- Detective cars – used (2)
- First floor City Hall updates
- Brush truck – used (1)
- Building and roof repairs for Public Works, Police, and Fire Station II
- MLK tennis court rehab
- Mulberry gym equipment
- Diesel fuel pump

WATER/SEWER CAPITAL

- Mud pumps (2)
- Software upgrade
- Raw water pumps (2)
- Meadowood pump repair
- Trench box
- Replacement vehicles (5)
- Utility trailer
- Sampling equipment
- Sludge holding tank
- Roof replacement for Rhodhiss Water Plant

SUMMARY

Our primary goal, each and every day, via our employee-led customer service initiative, remains to provide “Service Beyond Measure.”



THANK YOU

- Donna Bean, Finance Director
- Department Directors
- Team Lenoir
- City Council



NEXT STEPS

- Budget Work Session, May 23, 6:00 pm
- Committee of the Whole, May 28, 8:30 am
- Public Hearing, June 4, 6:00 pm
- Budget proposal online at
www.cityoflenoir.com/budgetproposal

**CITY OF LENOIR
COUNCIL ACTION FORM**

- I. Agenda Item:** Consideration of a Capital Project Budget Ordinance for the 2019 Home Program in the amount of \$1,452,000.
- II. Background Information:** Attached for your consideration is a Capital Project Budget Ordinance for the 2019 HOME Program in the amount of \$1,452,000. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M19-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY-2019 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).
- III. Staff Recommendation:** Request City Council to adopt the Capital Project Budget Ordinance for the 2019 Unifour Consortium Home Program in the amount of \$1,452,000.
- IV. Reviewed By:**
City Attorney:

Finance Director: 

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

CITY OF LENOIR
2019 UNIFOUR CONSORTIUM HOME PROGRAM
CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the City Council of the City of Lenoir that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the HOME project described in the work statement contained in the Grant Agreement (#M19-DC370208) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY-2019 Unifour Consortium HOME Program (City of Lenoir, is the lead entity).

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the DHUD and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project:

Revenue from HOME Grant	\$1,102,000
Anticipated Program Income	<u>350,000</u>
Total Revenues	\$1,452,000

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

Downpayment Assistance (HOME Funds)	\$312,500
Downpayment Assistance (From Program Income Funds)	50,000
HOME CHDO	165,300
Multi-Family Housing	514,000
New Construction (From Program Income Funds)	300,000
General Program Administration	<u>110,200</u>
Total Expenditures	\$1,452,000

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor

agency required by the grant agreement(s) and Federal and State regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

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

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this the _____ day of _____, 2019.

Mayor

Clerk

**CITY OF LENOIR
COUNCIL ACTION FORM**

- I. Agenda Item:** Consideration of a Capital Project Budget Ordinance for the 2019 Community Development Block Grant Program in the amount of \$135,877.
- II. Background Information:** Attached for your consideration is a Capital Project Budget Ordinance for the 2019 Community Development Block Grant Program in the amount of \$135,877. The project authorized is the Community Development Project described in the work statement contained in the Grant Agreement (#B-19-MC-37-0022) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY-2019 CDBG Entitlement Program.
- III. Staff Recommendation:** Request City Council to adopt the Capital Project Budget Ordinance for the 2019 Community Development Block Grant Program in the amount of \$135,877.
- IV. Reviewed By:**

City Attorney:

Finance Director:

Donna Bean

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

CITY OF LENOIR
2019 COMMUNITY DEVELOPMENT BLOCK GRANT
CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the City Council of the City of Lenoir that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

Section 1. The project authorized is the Community Development Project described in the work statement contained in the Grant Agreement (#B-19-MC-37-0022) between this unit and the United States Department of Housing and Urban Development. This project is more familiarly known as the FY-2019 CDBG Entitlement Program.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the DHUD and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project:

Revenues

Community Development Block Grant	<u>\$135,877</u>
Total Revenues	\$135,877

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

Expenditures

Public Facilities (Lenoir High School)	\$108,702
Program Administration	<u>27,175</u>
Total Expenditures	\$135,877

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement(s) and Federal and State regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

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

Section 9. Copies of this grant project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this the _____ day of _____, 2019.

Mayor

Clerk

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Background:

The City of Lenoir periodically establishes capital project ordinances for endeavors that involve construction/infrastructure activities or grant funding for a particular purpose covering more than one year. In most cases, the duration of a project will extend from one fiscal year into another. Consequently, the adoption of a capital project ordinance allows the governmental entity to appropriate funds for the life of the project without the governing board having to reallocate funding on a fiscal year basis.

The City adopted the Capital Project Budget Ordinance for the Water System Asset Inventory Grant on the 6th day of June, 2017 with a total project budget of \$80,000. This project was complete as of May of 2019 with total expenditures of \$79,200 and In-Kind contributions with a value of \$1,027 were utilized.

Staff would like to close out the capital project noted above. A Capital Project Budget Ordinance To Close Capital Project has been prepared and is attached for your review and approval.

II. Staff Recommendation:

Approve as requested

III. Reviewed by:

City Attorney:

Finance Director: Donna Bean

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

ORDINANCE #2019-2**CAPITAL PROJECT BUDGET ORDINANCE TO CLOSE CAPITAL PROJECT
FOR THE CITY OF LENOIR**

WHEREAS, the City Council of the City of Lenoir has adopted a Budget Ordinance for fiscal year beginning July 1, 2018, and ending June 30, 2019, in accordance with the General Statutes of the State of North Carolina, and

WHEREAS, the City Council desires to recognize the completion of the following Capital Project and

WHEREAS, The City adopted the Capital Project Budget Ordinance for the Water System Asset Inventory Grant on the 6th day of June, 2017 with a total project budget of \$80,000. This project was complete as of May of 2019 with total expenditures of \$79,200 and In-Kind contributions with a value of \$1,027 were utilized,

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

The Capital Project Budget Ordinance for the Water System Asset Inventory Grant be closed.

Adopted this 4th day of June, 2019

_____ Mayor

Attest:

_____ City Clerk

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Background:

The City of Lenoir periodically establishes capital project ordinances for endeavors that involve construction/infrastructure activities or grant funding for a particular purpose covering more than one year. In most cases, the duration of a project will extend from one fiscal year into another. Consequently, the adoption of a capital project ordinance allows the governmental entity to appropriate funds for the life of the project without the governing board having to reallocate funding on a fiscal year basis.

The City adopted the Capital Project Budget Ordinance for the Wastewater System Asset Inventory Grant on the 6th day of June, 2017 with a total project budget of \$140,000. This project was complete as of May of 2019 with total expenditures of \$127,564 and In-Kind contributions with a value of \$3,059 were utilized.

Staff would like to close out the capital project noted above. A Capital Project Budget Ordinance To Close Capital Project has been prepared and is attached for your review and approval.

II. Staff Recommendation:

Approve as requested

III. Reviewed by:

City Attorney:

Finance Director: Donna Bean

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

ORDINANCE #2019-3**CAPITAL PROJECT BUDGET ORDINANCE TO CLOSE CAPITAL PROJECT
FOR THE CITY OF LENOIR**

WHEREAS, the City Council of the City of Lenoir has adopted a Budget Ordinance for fiscal year beginning July 1, 2018, and ending June 30, 2019, in accordance with the General Statutes of the State of North Carolina, and

WHEREAS, the City Council desires to recognize the completion of the following Capital Project and

WHEREAS, The City adopted the Capital Project Budget Ordinance for the Wastewater System Asset Inventory Grant on the 6th day of June, 2017 with a total project budget of \$140,000. This project was complete as of May of 2019 with total expenditures of \$127,564 and In-Kind contributions with a value of \$3,059 were utilized,

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

The Capital Project Budget Ordinance for the Wastewater System Asset Inventory Grant be closed.

Adopted this 4th day of June, 2019

_____ Mayor

Attest:

_____ City Clerk

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Budget Amendments - Request for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2019

II. Background Information:

Request for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2019 as follows:

- **Budget Amendment 2019-02:**
 - **Adjustments to the General Fund with a zero net effect to fund balance.**
 - **Adjustments to the Lenoir Tourism Development Fund with a zero net effect to fund balance.**
 - **Adjustments to the Water/Enterprise Fund with a zero net effect to fund balance.**

Staff Recommendation:

Approve as requested

III. Reviewed by:

City Attorney:

Finance Director: *Donna Bean*

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

2018-2019 Fiscal Year
Budget Amendment Ordinance 2019-02
4-Jun-19

Request for amendments to be made to the annual budget

Item 1: Adjustments to the General Fund with a zero net effect to fund balance.

Account Number	Department	Decrease	Increase
4110	LEGISLATIVE		12,500.00
4120	ADMINISTRATIVE	20,000.00	
4130	FINANCE	30,000.00	
4250	VEHICLE SERVICES		7,500.00
4260	BUILDING MAINT.	10,000.00	
4340	FIRE SUPPORT SERVICES		17,500.00
4510	STREET ADMIN	10,000.00	
4511	STREET MAINTENANCE		100,000.00
4512	STREET TRAFFIC CONTROL	50,000.00	
4710	SANITATION	40,000.00	
4740	CEMETERIES		20,000.00
4930	STORMWATER	15,000.00	
6121	AQUATIC		20,000.00
6123	MLK		7,500.00
6130	PARKS	10,000.00	
	Total Increases/Decreases	185,000.00	185,000.00
Net Effect to General Fund		-	-

Item 2: Adjustments to the Lenoir Tourism Development Fund with a zero net effect to fund balance.

Account Number	Department	Decrease	Increase
LTDA - FUND 12			
4940	INCREASE REVENUE		20,000.00
4940	INCREASE CONTRACTED SERVICES		20,000.00
Net Effect to General Fund		-	-

Item 3: Adjustments to the Water/Enterprise Fund with a zero net effect to fund balance.

Account Number	Department	Decrease	Increase
WATER FUND			
7131	WATER DIST.	65,000.00	
7133	WATER ADMIN		65,000.00
Net Effect to Water Fund		-	-

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration of Engineering Service Contract With McGill Associates – Crossroads Sewer Line Replacement Project
- II. Background Information:** The City of Lenoir is undertaking a major sewer line replacement project that begins behind Kimbrells in the Crossroads Shopping Center and ends at the Lenoir Golf Course. The cost of the project is estimated to be \$2.48 million and will involve engineering design, state permitting, project construction and inspection services over the next 12 months. Funding for the project is through a SRF Loan at a rate of 2.16% with a 2% loan fee.
- III.** McGill Associates was selected after an RFQ process as the best qualified engineering firm for this project. McGill and Associates has provided a contract for services to provide the engineering services throughout this project.

The cost summary for the project services is as follows:

Engineering Report	\$18,000
Planning, Surveying, Design, and Permitting Phase	\$165,000
Easement Maps	\$6,000
Bidding and Award Phase	\$8,000
Funding Administration Assistance	\$9,000
Construction Phase	\$116,000
Post Construction Phase	<i>Hourly Basis</i>

- IV. Staff Recommendation:** Staff recommends City Council approval to enter into a contract for engineering services with McGill Associates for the Crossroads Sewer Replacement Project.

- V. Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: _____

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the _____ day of _____ 2019, by and between the **City of Lenoir** (OWNER) and **McGill Associates, P.A.** (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the Project entitled **Crossroads Sewer Replacement** as generally described in Attachment "A", and

WHEREAS, the ENGINEER desires to render professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

- 1.1. The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the Project; serve as OWNER's professional engineering representative for the Project; and provide professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2. The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services.
- 1.3. The ENGINEER shall assist in the pursuit of obtaining approvals and permits from governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.
- 1.4. The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.5. The ENGINEER shall comply with applicable federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any subcontract written by him in association with this Agreement.

SECTION 2 - BASIC SERVICES

2.1 ENGINEERING REPORT

- 2.1.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to discuss project schedules, gather initial data, coordination, and other preliminary matters.
- 2.1.2 Review latest mapping, operating reports and data furnished by the City.
- 2.1.3 Prepare an Engineering Report and Environmental Information Document in accordance with guidance prepared by the Division of Water Infrastructure (DWI) as required to maintain eligibility for funding through the Clean Water State Revolving Fund (CWSRF) program. This work shall include following:
 - a. Identify and evaluate existing conditions related to the project.
 - b. Perform an alternatives analysis in accordance with DWI guidelines.
 - c. Prepared opinions of probable costs for each alternative.
 - d. Prepare a map showing the proposed sewer replacement.
 - e. Prepared the Financial Analysis for the selected alternative.
 - f. Conduct a planning session with the OWNER to review findings and the proposed sewer improvements.
 - g. Submit the draft Engineering Report to City staff for review and comment.
 - h. Incorporate comments from City staff and then submit the Engineering Report and submittal checklist to DWI for review.
 - i. Respond to DWI comments and modify documents as necessary to assist in obtaining approvals.

2.2 PLANNING, SURVEYING, DESIGN, AND PERMITTING PHASE

- 2.2.1 Consult with the OWNER to discuss project objectives for concurrence and acceptance.
- 2.2.2 Conduct a route survey to provide topography of the proposed work area and to locate existing conflicts.
- 2.2.3 Prepare planning documents including preliminary design, sewer routing, and design calculations.
- 2.2.4 Review preliminary design with OWNER for concurrence and acceptance.
- 2.2.5 Coordinate the provision of any subsurface investigation by others, if any, and assist with solicitations and preparing site maps identifying test locations.
- 2.2.6 Prepare bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including all design functions and coordination for all construction sequencing of the Project as determined in the Engineering Report.
- 2.2.7 Prepare final design calculations for submission to review agencies.

- 2.2.8 Prepare and submit permit application and supporting documents to NCDEQ Division of Water Resources to assist in obtaining the construction approval.
- 2.2.9 Prepare and submit bid package and supporting documents to NCDEQ Division of Water Infrastructure (DWI) to assist in obtaining the funding approval.
- 2.2.10 Prepare and submit permit application and supporting documents to NCDEMLR Land Quality Section to assist in obtaining the erosion and sediment control approval.
- 2.2.11 Prepare and submit encroachment agreement to NCDOT for approval.
- 2.2.12 Respond to review agency comments and modify documents as necessary to achieve permit approvals.
- 2.2.13 Perform an internal quality control and constructability review of the project.
- 2.2.14 Prepare opinion of probable cost after submission of plans and specifications to DWI, and advise the OWNER of any adjustment of the Project cost caused by changes in scope, design requirements or construction costs.
- 2.2.15 Furnish up to two (2) hard copies of the final design documents to the OWNER.

2.3 EASEMENT MAPS

- 2.3.1 Preparing Individual sewer easement plats for up to six (6) parcels for the OWNER's use in acquiring sewer easements.

2.4 BIDDING AND AWARD PHASE

- 2.4.1 Assist the OWNER in advertising, receiving, opening and evaluating bids.
- 2.4.2 Schedule a Pre-Bid Conference with the all prospective bidders and the OWNER to address questions and to allow prospective bidders to visit the project site.
- 2.4.3 Consult with, and advise the OWNER as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible bidder.
- 2.4.4 Assist the OWNER in the preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

2.5 FUNDING ADMINISTRATION ASSISTANCE

- 2.5.1 Assist the OWNER with outreach and funding documentation before bidding.
- 2.5.2 Review Contractor and OWNER documentation of Good Faith Efforts for completeness and submit to the funding agency for approval.
- 2.5.3 Coordinate funding and award documentation with DWI.
- 2.5.4 Review certified payrolls submitted by Contractor with applications for payment.

- 2.5.5 Review documentation submitted by the Contractor for reporting of compliance with funding requirements.

2.6 CONSTRUCTION PHASE

Upon successful completion of the Bidding and Award Phase, ENGINEER shall:

- 2.6.1 Schedule a Pre-Construction Conference with the OWNER, Contractor, ENGINEER and other applicable parties to assure discussion of all matters related to the Project. Prepare and distribute minutes of the Pre-Construction Conference to all parties.
- 2.6.2 Provide General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, which shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ENGINEER shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 2.6.3 Provide a Construction Field Representative (CFR) to periodically observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor.
- 2.6.4 The total construction contract time is planned to be **six (6) months**. As part of this contract, field observation will be provided by a CFR on a part-time basis during active work. Additional CFR time or construction phase services provided beyond this timeframe will involve an increase in the payments to the ENGINEER as Additional Services under Section 3 of this Agreement.
- 2.6.5 The purpose of ENGINEER's visits and the representation by the Construction Field Representative, (CFR) at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall ENGINEER have authority over or responsibility for the means,

methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. However, ENGINEER shall give prompt notice to the OWNER whenever ENGINEER observes or otherwise becomes aware of any defect in the Project or of any material deviation of Contractor's work from the Contract Documents.

- 2.6.6 Review and determine the acceptability of any schedules that Contractor is required to submit to ENGINEER, including Progress Schedule, Schedule of Submittals and Schedule of Values.
- 2.6.7 Review and take action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and any actions will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same, shall be deemed as Additional Services.
- 2.6.8 Schedule monthly construction progress meetings during active work periods with the OWNER, DWI, Contractor, ENGINEER and all other applicable parties discuss matters related to the Project. Prepare and distribute minutes of the meeting to all parties.
- 2.6.9 Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's Work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.
- 2.6.10 Require such testing of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
- 2.6.11 Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare documentation as required.
- 2.6.12 Issue instructions to the Contractor from the OWNER as to interpretations and clarifications to the project design plans, specifications and contract documents.
- 2.6.13 Prepare information required to resolve problems due to actual field conditions and to respond to Requests for Information (RFI) from the Contractor.
- 2.6.14 Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by OWNER or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if ENGINEER in its discretion concludes that to do so would be inappropriate. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- 2.6.15 Recommend to OWNER that Contractor's Work be rejected while it is in progress if, on the basis of ENGINEER's observations, ENGINEER believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 2.6.16 Promptly after notice that Contractor considers the entire Work ready for its intended use, in company with OWNER, DWI, and Contractor, conduct a pre-final observation site visit to determine if the Work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER, DWI, and Contractor.
- 2.6.17 In company with OWNER's and DWI's representatives, conduct a final site visit to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
- 2.6.18 Review Contractor's final application for payment and make recommendation as to approval once all issues with the project final observation site visit have been completed and resolved.
- 2.6.19 Prepare for the OWNER a set of record drawings showing changes made during the construction process, based on marked-up prints and other data furnished.
- 2.6.20 Provide or make available Project files and information to effect project closeout.

2.7 POST CONSTRUCTION PHASE

- 2.7.1 Assist the OWNER in assuring that the warranty period for the construction work is complied with.
- 2.7.2 Schedule and conduct a one (1) year warranty review with the OWNER and Contractor following final completion of the project. This warranty review will be conducted during the 11th month of operation and will produce a complete listing of findings and required corrections.

SECTION 3 - ADDITIONAL SERVICES

If authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types, which are not considered Basic Services under this Agreement.

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction. The OWNER may initiate minor changes in the project scope to be incorporated by the ENGINEER, subsequent to the permit submittals, as not to impede progress toward the funding application deadlines. No work on any such changes shall occur by the ENGINEER unless preapproved by the OWNER.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental site surveys necessary for the construction of the project.
- 3.4 Preparing easement maps or plats beyond the quantity and scope included in Section 2.
- 3.5 Preparing documents for alternate bids requested by the OWNER for work, which is not executed, or documents for out-of-sequence work other than agreed upon in the Planning, Design, and Permitting Phase.
- 3.6 Bidding the project multiple times either due to an insufficient number of bids, or due to the need or desire by the OWNER to re-bid the project.
- 3.7 Additional or extended services during construction made necessary by prolongation of the construction contract, award of multiple contracts, or default by the Contractor under any prime construction contract if such construction contract is delayed beyond the original completion date.
- 3.8 Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same General Conditions.
- 3.9 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.10 Evaluation of unsuitable subgrade materials during construction.
- 3.11 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise included in this Agreement.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to the requirements for the Project.
- 4.2 Assist the ENGINEER by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents and plans and any other data relative to the evaluation, design, and construction of the Project. Subject to the generally accepted standard of care, ENGINEER and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to the OWNER.
- 4.3 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions pertinent to the services in this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.5 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services under this Agreement, provided the same does not unreasonably interfere with the operation of the existing facilities.
- 4.6 Obtain any right-of-way easements from public bodies, entities or persons necessary for satisfactory construction of the Project.
- 4.7 Obtain any subsurface geotechnical investigations or other types of testing and analysis needed for the Project.
- 4.8 Pay for permit fees, and all costs incidental to advertising for bids, and receiving bids or proposals from licensed Contractors.
- 4.9 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor will or has used the monies paid to him under the construction contract.
- 4.10 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.11 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Sections 1.3 and 2.2 of this Agreement.
- 4.12 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.13 Bear all costs incident to compliance with the requirements of this Section 4, except where Contractor will assume responsibility for the same.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period, which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall provide the OWNER with a written schedule of completion for the services so authorized.
- 5.2 If the Project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

- 6.1.1 The OWNER agrees to pay the ENGINEER for Basic Services as outlined in Section 2 the following lump sum and hourly fees, inclusive of all reimbursable expenditures.

Engineering Report	\$18,000
Planning, Surveying, Design, and Permitting Phase	\$165,000
Easement Maps	\$6,000
Bidding and Award Phase	\$8,000
Funding Administration Assistance	\$9,000
Construction Phase	\$116,000
Post Construction Phase	<i>Hourly Basis</i>

6.2 PAYMENT FOR ADDITIONAL SERVICES

- 6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project in accordance with the attached ENGINEER's standard rate and fee schedule Attachment "B", which is subject to update on an annual basis.

6.3 TIMES OF PAYMENT

- 6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly statements for services rendered under this Agreement.

6.4 GENERAL

- 6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty days after receipt of the ENGINEER's bill therefor, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.
- 6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of a reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for unpaid reimbursable expenses.
- 6.4.3 If, prior to termination of this Agreement, any work performed by the ENGINEER, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 The OWNER has the right to terminate this agreement for any reason, and without cause by providing fifteen (15) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of ten (10) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination.
- 7.1.2 In the event of termination, as provided herein, the ENGINEER shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

7.2 OWNERSHIP OF DOCUMENTS

- 7.2.1 All documents, calculations, drawings, specifications, maps, field notes, data and other items generated during the performance of services shall be considered intellectual property and remain the property of the ENGINEER as instruments of service. After ENGINEER has been paid in full, the OWNER shall be provided a set of record drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for the purpose of making subsequent extensions or enlargements hereto and not for resale. Re-use for extension of the Project, or for new projects shall require written permission of the ENGINEER and shall entitle him to further compensation at a rate to be agreed upon by OWNER and ENGINEER at the time of such re-use.

7.3 CHOICE OF LAW

- 7.3.1 This Agreement shall be governed by the internal laws of the State of North Carolina.

7.4 OPINIONS OF PROBABLE COSTS

- 7.4.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable costs for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from opinions of probable costs prepared by him.
- 7.4.2 If the lowest bona fide proposal or bid exceeds the established Project construction cost limit, the OWNER will (1) give written approval to increase such cost limit, or (2) authorize negotiating or rebidding the project within a reasonable time. The providing of such service shall be the limit of the ENGINEER's responsibility in this regard and having done so, the ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

7.5 INSURANCE AND CLAIMS

7.5.1 ENGINEER shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations.

- A. AUTOMOBILE LIABILITY - Bodily injury and property damage liability insurance covering all owned, and hired automobiles for limits for bodily injury of not less than \$1,000,000 per person and \$2,000,000 per accident, and property damage limits of not less than \$1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
- B. COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability shall protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER'S behalf. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$1,000,000 each occurrence / \$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
- C. PROFESSIONAL LIABILITY – Insuring against professional negligence/ errors and omissions on an occurrence basis with policy limits of \$2,000,000 per claim/\$2,000,000 annual aggregate.
- D. WORKERS' COMPENSATION – Worker's Compensation insurance meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

7.5.2 ENGINEER's total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, members, partners, agents, employees, and sub-consultants, to the OWNER and to anyone claiming by, through, or under OWNER for any and all claims, losses, cost, or damages whatsoever arising out of, resulting from, or in any way related to the Project, this Agreement, or ENGINEER's performance, from any cause including but not limited to negligence, professional errors or omissions, strict liability, breach of contract, or indemnity, shall not exceed the total insurance proceeds paid on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of claims under the terms and conditions of ENGINEER's insurance policies applicable thereto.

7.6 SUCCESSORS AND ASSIGNS

7.6.1 The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the

OWNER nor the ENGINEER will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.7 INDEMNIFICATION

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

7.8 ENTIRE AGREEMENT

- 7.8.1 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

McGILL ASSOCIATES, P.A.

By: 
 Douglas Chapman, PE
 Principal - Hickory Office Manager

CITY OF LENOIR

ATTEST: _____
 Shirley M. Cannon
 City Clerk

By: _____
 Scott Hildebran
 City Manager

PRE-AUDIT CERTIFICATION:

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: _____
 Donna Bean, Finance Director
 City of Lenoir

APPROVED AS TO LEGAL FORM:

By: _____
 Timothy J. Rohr, Wilson Lackey & Rohr LLC
 City Attorney

ATTACHMENT “A”
PROJECT UNDERSTANDING
CROSSROADS SEWER REPLACEMENT

The Crossroads Sewer Replacement project generally involves the replacement and upsizing of approximately 3,800 linear feet of an existing 12-inch diameter gravity sewer line that is a contributor to I/I and has limited capacity due to minimal pipe grade. Additionally, the project shall include the replacement of approximately twenty (20) manholes and all sewer lateral services will be reconnected. The project shall begin at the existing sewer system near the Lenoir Golf Course Clubhouse and extend north along Highway 18 parallel to Zacks Fork Creek, crossing Harper Avenue, and north through the Crossroads Shopping Center.

Through meetings with City staff and Council, it was determined that McGill Associates would prepare a funding application to the NCDEQ Division of Water Infrastructure (DWI) for this important project. The funding application for this project was determined eligible to receive a Clean Water State Revolving Fund (CWSRF) loan in the amount of \$2,480,000 at a maximum interest rate of 2.16%. A loan fee of 2% will be required by the City after bids have been received. The City's first milestone to remain eligible for this funding is to submit the Engineering Report (ER) by **August 1, 2019**.

ATTACHMENT “B”

FEE SCHEDULE

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
Electrical Engineering Technician II	\$100.00
Electrical Engineering Technician III	\$110.00
Mechanical Engineer I	\$110.00
Mechanical Engineer II	\$120.00
Mechanical Engineer III	\$140.00
Mechanical Engineering Associate I	\$ 90.00
Mechanical Engineering Associate II	\$ 95.00
Mechanical Engineering Technician I	\$ 90.00
Mechanical Engineering Technician II	\$100.00
Mechanical Engineering Technician III	\$110.00

CADD Operator I	\$ 80.00
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.

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration of a New Water Sales Agreement Between the City Of Lenoir And Caldwell County, NC.

Background Information: The City of Lenoir has been selling water to Caldwell County, NC as a wholesale customer. Caldwell County has approached the City of Lenoir with a need and desire to establish a new sales agreement that is better reflective of Caldwell County's current usage and anticipated growth over the next five years.

The development of this agreement continues our efforts to streamline our wholesale customer contracts and standardize the structure of all of the agreements the City enters into. Over the past few years, new agreements have been executed with the Town of Sawmills and Baton Water Corporation as well. The structure of the agreement also promotes conservation by our customers and encourages our wholesale customers to address issues within their distribution systems promptly.

Attached for your consideration is the proposed agreement with Caldwell County to establish a new five year agreement that would be effective July 1, 2019 and expire June 30, 2024. It establishes a base amount of 1,500,000 gallons per day that the City would provide to Caldwell County at our wholesale customer rate. That effective wholesale rate beginning July 1, 2019 will be \$2.22 per 1,000 gallons. It is our understanding that this matter is under consideration by the Caldwell County Commissioners at their June 3, 2019 meeting.

Staff Recommendation: Staff recommends City Council approval of the proposed water sales agreement with Caldwell County to provide up to 1,500,000 gallons of drinking water per day at the applicable wholesale water rate.

II. Reviewed by:

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: _____

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

AGREEMENT TO PURCHASE WATER

THIS CONTRACT is made and entered into this 1st day of July, 2019 by and between the City of Lenoir, a North Carolina Municipal Corporation hereinafter referred to as “Lenoir” and the County of Caldwell, hereinafter referred to as “Caldwell County”.

WITNESSETH

WHEREAS, Lenoir and Caldwell County, both having the power and authority to enter into this agreement, and the signatories hereto have been authorized to execute this document on behalf of the Lenoir City Council and the Caldwell County Commission; and

WHEREAS, Lenoir currently owns and operates a water treatment and distribution system, and is engaged in the enterprise of managing, operating, and maintaining said system and selling potable water to the public within its service area; and

WHEREAS, Caldwell County owns and operates a water distribution system, and is also engaged in the enterprise of managing, operating, and maintaining the system and selling potable water to the public within its service area; and

WHEREAS, Lenoir and Caldwell County mutually desire to enter into an agreement to sell and purchase water in accordance with the terms and provisions contained herein; and

WHEREAS, Lenoir has determined that it has the capability to sell water to Caldwell County throughout the term of this agreement without impairing services to the users connected to its water system; and

WHEREAS, Lenoir and Caldwell County each has or holds and will continue to have or hold throughout the term of this agreement, all appropriate permits necessary to effectuate their respective responsibilities under this agreement or will use their best efforts to obtain such permits;

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. This agreement shall commence on the 1st day of July, 2019, and unless earlier terminated in accordance with the terms herein, shall expire on the 30th day of June, 2024 (Hereinafter referred to as the “Water Service Period”).

2. Lenoir agrees to provide and sell to Caldwell County up to 1,500,000 GALLONS (ONE MILLION FIVE HUNDRED THOUSAND) of potable water maximum daily flow, measured through metered connections which are located, prescribed and maintained by Lenoir, at or above minimum State of North Carolina and Federal Standards for Public Water. Such maximum daily flow shall be based on a thirty (30) day average daily flow.

Both Lenoir and Caldwell County shall annually conduct a mutual review and joint analysis for planning purposes of past and projected future water usages and needs. The Parties shall share appropriate information and data with each other to facilitate such review and planning.

3. Caldwell County agrees to use best efforts not to exceed the above maximum daily flow provided for in Section 2 of this agreement, unless Lenoir expressly agrees that said maximum daily purchase(s) may exceed 1,500,000 gallons for a specified period of time.
4. The water purchased by Caldwell County from Lenoir shall be transmitted on a continuous basis unless there is an unforeseen break, outage or interruption of Lenoir's water supply or water distribution system. In which case, Lenoir shall notify Caldwell County of the circumstances and provide timely updates so as to keep Caldwell County informed of the status of repairs or remedy(ies) for any such interruption.
5. Caldwell County agrees to timely pay Lenoir for water purchased on a monthly basis, in accordance with invoices, which shall be based upon meter readings conducted by Lenoir at all metered connections between the Lenoir and Caldwell County water systems. Lenoir agrees to read said water meters monthly and deliver to Caldwell County a written report summarizing said meter readings within fifteen (15) working days of each monthly meter reading. Lenoir will submit to Caldwell County a written invoice based on such meter readings by the 20th day of the following month. Caldwell County agrees to pay Lenoir the amounts of each such monthly invoice within 30 calendar days of the date of each invoice.
6. The initial Base Water Rate charged to Caldwell County for water purchases shall be \$2.22 per one thousand gallons of water provided by Lenoir to Caldwell County. In the event the average daily flow during any monthly billing period exceeds the maximum daily flow of 1,500,000 gallons, the following surcharges (The "Surcharge Rate") will apply to the overage:

(1,500,001) to (1,550,000) gallons - \$2.44/1000 gallons
 (1,550,001) to (1,600,000) gallons - \$2.68/1000 gallons
 (1,600,001) gallons or more \$2.95/1000 gallons

Over the term of this agreement or any extension thereof, Lenoir may, at its sole discretion, increase the Base Water Rate and /or the Surcharge Rate as it deems necessary. Lenoir shall not increase said rates to Caldwell County more

than one time during any fiscal year of twelve (12) months ending on June 30 of each year. Lenoir agrees to notify Caldwell County in writing of planned increases with an explanation of the factors used to determine set increase in rates at least ninety (90) days prior to June 30 of any fiscal year, with rate increases that are to become effective on July 1 of that same year. Provided, however, that the percentage of any increase in the rate charged to Caldwell County shall not exceed the percentage of increase in the rate charged to any other City of Lenoir water customer.

7. Lenoir agrees to maintain /repair /replace existing Lenoir water meters at the connection point(s) between the Lenoir and the Caldwell County water system as may be necessary to accurately measure the flow of water through the meter(s) to Caldwell County under this agreement.

Lenoir shall calibrate such metering equipment whenever requested in writing by Caldwell County, but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous reading of the meter disclosed by test to be inaccurate shall be corrected for the three (3) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If the meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered to the corresponding period immediately prior to the failure. A designated official of Caldwell County shall at all reasonable times have access to the meters for the purpose of verifying their readings.

8. Caldwell County shall provide a minimum of 180 days advance written notice to Lenoir prior to the expiration of this initial 5-year term, stating either 1) the desire to renew said agreement, or 2) the intent to terminate said agreement. Caldwell County may elect to extend the agreement for an additional 5-year period under the same terms and conditions.
9. In the event that Caldwell County elects not to extend this agreement, Lenoir shall continue to provide and sell water to Caldwell County, under the same terms of the agreement, until Caldwell County has had sufficient opportunity to secure an alternate source(s) of potable water; however, Lenoir shall not be bound to continue to provide and sell water to Caldwell County beyond a period of twenty-four (24) months past the date of its written notification to Caldwell County of its intention not to extend this agreement.
10. Caldwell County agrees that Caldwell County and its water customers shall, during the period of this agreement, abide by and adhere to all water use policies, restrictions, and ordinances adopted now or subsequently adopted by Lenoir, of which they are subsequently notified, which impose water use restrictions, water conservation requirements, moratoriums, and other such limitations on the use of water during times of emergency or drought conditions or during other situations which for public health or financial

reasons justify said policies, restrictions, and ordinances.

11. Lenoir shall promptly notify Caldwell County upon becoming aware of any activity, problem or circumstance within the Lenoir system that might present a danger to the health, safety and welfare of Caldwell County water users. Further, Lenoir shall take appropriate action to remedy such activity, problem or circumstance within the Lenoir system and to avoid or minimize disruptions in service.
12. In the event of damage or destruction of Lenoir's key water facilities or any emergency which, in the reasonable judgment of Lenoir, is likely to result in material loss or damage to the system or constitute a material threat to human health or safety, Lenoir may suspend operation of its water system, after thirty (30) days written notice to Caldwell County of such actions unless in the event of an emergency. Lenoir's response to emergencies and other such unusual circumstances shall be in accordance with applicable policies, regulations, laws and requirements and with such personnel and equipment as necessary to maintain or restore the operations of its water system in a timely manner with the least possible disruption or inconvenience to the users connected to both the Lenoir and Caldwell County water systems.
13. Upon notification by Caldwell County to Lenoir, Caldwell County may resell, give away, transfer or otherwise dispose of water purchased from Lenoir to third-party water systems. This notification should include information on the expected water usage and duration of transaction.
14. Caldwell County agrees to permit Lenoir to pass water through Caldwell County's water distribution system to destinations and/or to other third-party water systems beyond the Caldwell County system, provided that Lenoir:
 - a) Submits a written notice to Caldwell County outlining the agreed-upon purposes, quantities and conditions of said pass through of water.
 - b) That said request does not significantly diminish Caldwell County's capacity to provide services to its water customers.
 - c) Lenoir subsequently pays to Caldwell County a Pass Through charge of \$0.03 cents per 1000 gallons of pass through water. Caldwell County may request a modification of such charge with ninety (90) days advance written notice during the period of this agreement, at which time a new price will be negotiated between Lenoir and Caldwell County.
 - d) Lenoir agrees to install metering equipment to measure and determine the quantities or such Pass Through water passing through Caldwell County's water system and report monthly to Caldwell County such amounts and meter readings.

15. Lenoir and Caldwell County both represent that no litigation is pending or threatened against either party which would impair their ability to perform their respective duties and obligations under the terms, covenants and provisions of this agreement.

16. Resolution of Disputes

The Parties agree that should any disputes arise under this agreement, including but not limited to disputes pertaining to services, rates, or invoices, said disputes shall be resolved, if at all possible, through good faith negotiations between the parties. It is the intent of Lenoir and Caldwell County that pursuit of legal action shall be a remedy of last resort and that a negotiated resolution, including the use of outside experts or mediators, shall be the preferred means of resolving disputes hereunder.

17. Default and Termination

This agreement may be terminated prior to its stated expiration date by Lenoir or Caldwell County in accordance with the terms and conditions set forth below.

A. Termination for cause by Lenoir. Upon the happening of any of the following events of default by Caldwell County, Lenoir shall have the right to terminate this agreement:

- a) The failure of Caldwell County to perform or observe and initiate a cure after thirty (30) days advance written notice any of its material covenants, agreements, obligations and/or duties created by this agreement.
- b) The failure of Caldwell County to make any payment required pursuant to the terms of this agreement within sixty (60) days of its receipt of notice from Lenoir that any such payment is overdue, except in the event of a good faith dispute over the amount of any invoice provided; however, that the County shall timely pay the undisputed portion if any of such disputed invoice.

B. Termination for cause by Caldwell County. Upon the happening of any of the following events of default by Lenoir, Caldwell County shall have the right to terminate this agreement:

- a) The failure of Lenoir to perform or observe any of its material covenants, agreements, obligations and/or duties created by this agreement.
- b) The failure of Lenoir to provide Caldwell County with the amounts of water in accordance with the terms of this agreement or to provide adequate water quality for Caldwell County within standards established by the North Carolina Department of Environmental Quality or any other governmental agency with designated jurisdiction over said water quality parameters as provided in this agreement.

18. Upon the happening of any event which may constitute good cause for termination of this agreement as stated above, the aggrieved party shall provide written notice to the party committing the alleged violation setting forth in detail the alleged failure and/or deficiency. Thereafter, within thirty (30) days of receipt of notice of the alleged default, the parties to this agreement shall meet to discuss the circumstances and attempt to reach a resolution.
19. **NOTICES:** For the purposes of this agreement, all notices required shall be deemed to have been properly served and shall be only served when posted by Certified United States Mail, Postage Prepaid, Return Receipt Requested, Addressed to the Party to whom directed at the address herein set forth or at such other address as may from time to time be designated in writing by either party:

To Lenoir:

City of Lenoir
 Scott E. Hildebran, City Manager
 PO Box 958
 Lenoir, North Carolina 28645

To Caldwell County:

County of Caldwell
 Stan Kiser, County Manager
 905 West Avenue NW
 Lenoir, North Carolina 28645

20. This agreement embodies the entire agreement between the parties in connection with this transaction, and there are no oral or parole agreements, representations or inducements existing between the parties relating to this transaction, which are not expressly set forth herein. This agreement may not be modified except by a written agreement signed by all parties to this agreement. Neither party shall be entitled to sell, convey or otherwise alienate the rights and obligations created herein without the prior written permission of the other party to this agreement. This agreement is non-assignable.
21. Nothing contained herein shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other party in any manner whatsoever. No joint agency is established by this Agreement pursuant to Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes, by other similar statutory authority authorizing interlocal cooperation between units of local government, or otherwise.
22. No written waiver by any party to this agreement at any time of any breach of any other provision of this agreement shall be deemed a waiver of a breach of any provision herein or consent to any subsequent breach of the same or any other provision.
23. The captions and article numbers appearing in this agreement are inserted only as a matter of convenience and do not define, limit, construe or describe

the scope of such paragraphs or articles of this agreement or in any way affect this agreement.

24. This agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.
25. Words of any gender used in this agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.
26. If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.
27. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this agreement to produce or account for more than one such fully executed counterpart.
28. Except as provided herein, the rights and remedies provided for in this agreement are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

CITY OF LENOIR, NORTH CAROLINA

By: _____
Joseph L. Gibbons, Mayor

(SEAL)

Attest:

By: _____
Shirley M. Cannon, City Clerk

COUNTY OF CALDWELL, NORTH CAROLINA

By: _____
Randy Church, Board Chair

(SEAL)
Attest:

By: _____
Amanda Triplett, Interim Clerk to the Board

This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Donna Bean, Finance Officer
City of Lenoir

By: _____
Anthony Helton, Finance Director
County of Caldwell

**CITY OF LENOIR
COUNCIL ACTION FORM**

I. Agenda Item:

Call for a public hearing to adopt an ordinance declaring the condition of the property located at 839 Creekway Drive (NC PIN 2840504834), as a danger to the public health, safety, morals, and general welfare of inhabitants of the City and a public nuisance by the City Council, in accordance with Sec. 12-12(15) of the Lenoir City Code.

II. Background Information:

The building on the property located at 839 Creekway Drive, formerly "Wrightway Drive-Thru Convenience Store," has partially collapsed. Deflection in the roof has led to extensive water damage that has compromised the structural components. Water infiltration poses threats of mold, bacteria, and fungi. Additionally, the property is unsecured, allowing access to the unsafe conditions in and around the structure.

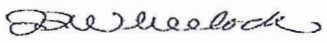
Sec. 12-12(15) states that proceedings to abate violations(s) may be initiated by the City prior to the nuisance declaration of the City Council after giving written notice thereof. On November 14, 2018, written notice of the violations on the property was provided to the property owner, Harvey Clay Danner, Jr., with an order to contact the zoning inspector within 10 days to establish an abatement plan for the violations. The owner failed to contact the Zoning Inspector and failed to abate the violations. On April 25, 2019, a second written notice was provided to the property owner, and posted on the property, with an order to abate the violations by May 27, 2019. The owner failed to abate the violations.

Now, a nuisance declaration by the City Council is requested, which must be adopted as an ordinance following a public hearing, at which the person notified may appear and be heard, in order for staff to proceed with the enforcement process.

III. Staff Recommendation:

Call for a public hearing to consider the nuisance declaration ordinance for 839 Creekway Drive on June 18, 2019.

IV. Reviewed by:

Planning Director: 

AN ORDINANCE DECLARING THE CONDITION OF THE PROPERTY LOCATED AT 839 CREEKWAY DRIVE A PUBLIC NUISANCE AND DIRECTING ABATEMENT THE NUISANCE AS PROVIDED IN SEC 12-12(15) OF THE LENOIR CODE OF ORDINANCES.

WHEREAS, the building located on the subject property has partially collapsed, shows severe structural damage and water infiltration, and is unsecured, posing a health and safety hazard; and

WHEREAS, notice of the violations was properly provided to the owner, Harvey Clay Danner, Jr., on November 14, 2018 and again on April 25, 2019; and

WHEREAS, the owner has been given a reasonable opportunity to abate the violations as specified by City of Lenoir Code of Ordinance 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 conditions on the property located at 839 Creekway Drive NW (NC PIN 2840504834 are hereby declared to be a danger to the public health, safety, morals, and general welfare of the inhabitants of the City and declared to be a Public Nuisance.

Section 2. Appropriate City staff are hereby authorized and directed to abate the conditions on the property constituting the public nuisance as provided for in Sec. 12-15 of the City of Lenoir Code of Ordinances.

Section 3. The cost of abatement shall be paid by the property owner. Failure to pay the abatement shall result in a lien for the cost of abatement being placed on the real property described herein.

Adopted this the 18th day of June, 2019.

**JOSEPH L. GIBBONS
MAYOR**

ATTEST:

**SHIRLEY M. CANNON
CITY CLERK**



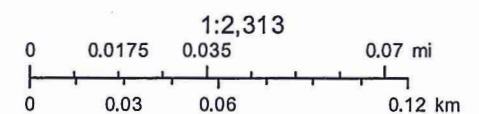
This map is NOT of land survey quality and is NOT suitable for such use.

Owner DANNER HARVEY CLAY JR
581 LAUREL LN
BLOWING ROCK, NC 28605

Acct Number 124514
Parcel ID 06 79 1 11
NCPIN 2840504834

Deferred Val \$0
Assessed Val \$33,600
Calc Acreage 0.937443
Land Units 149 (FF)
Legal Desc BK 1521 PG 1400 YR 04 ST 0.00
Plat Ref /
Property Addr 839 CREEKWAY DR

Caldwell County



November 14, 2018

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

November 14, 2018

Harvey Clary Danner Jr
581 Laurel Ln
Blowing Rock, NC 28605

Certified Mail: 7016 2710 0001 1759 1945

Public Health and Safety Violation

TO: Harvey Clary Danner Jr, owner (s) of property located at 839 Creekway Dr
(PIN:2840504834) in the City of Lenoir, North Carolina.

- Unsafe Buildings: General Statute 160A-425, 160A-426, 160A-446, 160A-429
North Carolina Code Officials Enabling Act: 160A-412

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.

City of Lenoir Code of Ordinance (Property is in violation of all the ordinances listed below)

Sect 10-3 Responsibilities of Owners and Occupants

Sub Sect: (A-E)

Sect 12-1 Designation of Nuisances

Sub Sect: (A) (B) (E)

Sect 12-12 Nuisances Declared

Sub Sect: (1) (6) (8)(10) (15)



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

After receiving a complaint an exterior inspection was performed of the building at the property listed above. The inspection led to the discovery of multiple health and safety hazards. Deflection in the roof has led to extensive water damage that has compromised the load bearing structural components. Due to excessive deterioration the building has partially collapsed in one section. In order to eliminate the health and safety hazard, an onsite hearing will need to take place to discuss the abatement process for the violations. These violations pose a serious threat to this structure as well as neighboring properties. Please contact me within 10 days of receiving this notice of violation to set up a time to meet at the property.

Stage of the investigation

Initial Investigation ☒

Final Determination ☐

Failure to comply will result in actions including, but not limited to, civil penalties, posting, and/or 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

SENDER: COMPLETE THIS SECTION

- 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:

Harvey Clary Danner Jr
581 Laurel Ln
Blowing Rock, NC 28605



9590 9402 1452 5329 3849 65

2. Article Number (Transfer from service label)

7016 2710 0001 1759 1952

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Tony Brakefield*

☐ Agent☐ Addressee

B. Received By (Printed Name)

Tony Brakefield

C. Date of Delivery

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

NOV 20 2018

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery

Mail

Mail Restricted Delivery

0)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☒ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

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 Postage and

\$

Sent To

Street and Apt. No.

City, State, ZIP+4®

Harvey Clary Danner Jr
581 Laurel Ln
Blowing Rock, NC 28605

11/24/18
Postman
Here

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

See Reverse for 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

April 25, 2019

Harvey Clary Danner Jr
581 Laurel Ln
Blowing Rock, NC 28605

Certified Mail: 7016 2710 0001 1759 2423

Public Health and Safety Violation

TO: **Harvey Clary Danner Jr**, owner (s) of property located at **839 Creekway Dr**
(PIN:2840504834) in the City of Lenoir, North Carolina.

Unsafe Buildings: General Statute 160A-425, 160A-426, 160A-446, 160A-429
North Carolina Code Officials Enabling Act: 160A-412

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.**

City of Lenoir Code of Ordinance *(Property is in violation of all the ordinances listed below)*
Sect 10-3 Responsibilities of Owners and Occupants

Sub Sect: (A-E)

Sect 12-1 Designation of Nuisances

Sub Sect: (A) (B) (E)

Sect 12-12 Nuisances Declared

Sub Sect: (1) (6) (8)(10) (15)



This is the final determination for the property listed above. Owner failed to contact the zoning inspector as instructed in the initial letter that was mailed on **November 14, 2018**. This property is in violation of the City of Lenoir Code of Ordinance. Deflection in the roof has led to extensive water damage that has compromised the structural components. Due to excessive deterioration the building has partially collapsed in one section. In order to eliminate the health and safety hazard the structure 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.

If the owner fails to demolish the structure, City staff will submit an ordinance to City of Lenoir Council, to declare the structure located at 839 Creekway Dr a public nuisance. The City Council will hold a public hearing to adopt the ordinance at the June 4, 2019 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir.

By declaring the property a nuisance it gives the City the authority to abate the violations and place all expense acquired during the abatement on the property as a lien. This is only to be done if the property owners were to refuse to comply with the request made by the City or fail to abate the violations in the specified time allowed.

Failure to abate the violations by, **Tuesday May, 27 2019** 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
Cell: 828.394.9552

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 ☒ Agent ☐ Addressee	
1. Article Addressed to: Harvey Clary Danner Jr 581 Laurel Ln Blowing Rock, NC 28605		B. Received by (Printed Name) Harvey Clary Danner Jr C. Date of Delivery APR 29 2019	
2. Article Number (Transfer from service label) 7016 2710 0001 1759 2423		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 ☐ Mail Restricted Delivery (over \$500)		☐ 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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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
 Harvey Clary Danner Jr
 581 Laurel Ln
 Blowing Rock, NC 28605

City, State, ZIP+4

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

4-25-19

7016 2710 0001 1759 2423





1-800-333-3333 333-3333 333-3333 333-3333

Math. 7-9 and Geometry

Upper Fushang Canyon: 500–1000 m, 500–1000 m, 1000–1500 m
Lower Fushang Canyon: 1000–1500 m, 1500–2000 m

12. 105-45

1. The following information is being furnished to you for your information only and is not to be used for any other purpose.

- **Landlord's First Priority**
- **Landlord's Second Priority**
- **Landlord's Third Priority**
- **Landlord's Fourth Priority**
- **Landlord's Fifth Priority**
- **Landlord's Sixth Priority**
- **Landlord's Seventh Priority**
- **Landlord's Eighth Priority**
- **Landlord's Ninth Priority**
- **Landlord's Tenth Priority**

Copyright © 1999 by The McGraw-Hill Companies, Inc. All rights reserved. Printed in the United States of America. This book is printed on acid-free paper.

...and the

Expt 11.2: Enzymes and Temperature

July 2008

100% **Tested**

[illegible][illegible]

...the power of the state to control the economy, the small and medium-sized firms of Italy, Italy's...
...the power of the state to control the economy, the small and medium-sized firms of Italy, Italy's...
...the power of the state to control the economy, the small and medium-sized firms of Italy, Italy's...

the author to show that the resulting model is not a good approximation of the actual system. The author also notes that the model is not a good approximation of the actual system.

[illegible][illegible]

Figure 1. A schematic diagram of the experimental setup. The subject is seated in a chair, viewing a video screen. The screen displays a target (a small circle) and a starting point (a larger circle). The subject's hand is positioned at the starting point. The distance between the starting point and the target is labeled as 'Distance'. The subject is instructed to move their hand from the starting point to the target. The video screen is connected to a computer system, which records the hand's position and movement time. The computer system is also connected to a data logger, which stores the recorded data. The data logger is connected to a printer, which prints out the recorded data. The printer is connected to a computer system, which processes the data and generates a graph. The graph shows the hand's position over time. The graph is used to determine the subject's movement time and distance. The movement time is the time taken for the hand to move from the starting point to the target. The distance is the distance between the starting point and the target. The graph is used to determine the subject's movement time and distance. The movement time is the time taken for the hand to move from the starting point to the target. The distance is the distance between the starting point and the target.

1. The first step in the process of the investigation is to identify the problem. This involves a thorough review of the available information and a clear definition of the issue at hand.

2. Once the problem is identified, the next step is to gather data. This can be done through various methods, including interviews, surveys, and analysis of existing records.

3. After the data has been gathered, it is important to analyze it. This involves looking for patterns, trends, and any other relevant information that can help to understand the problem better.

4. Once the data has been analyzed, the next step is to develop a plan of action. This involves identifying the steps that need to be taken to address the problem and determining the resources that will be required.

5. Finally, the plan of action must be implemented. This involves putting the plan into action and monitoring the progress of the investigation.

[illegible]

...and the ...

[illegible]







WRIGHTWAY
DRIVE-THRU
Convenience Store



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 1519 Barcos St.
- 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: DeWheeler _____

**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, **Stephen Eugene Story**, 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 April 23, 2019 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: **1519 Barcose St.**
Lenoir, North Carolina.
Parcel-ID 06 64 3 13
NCPIN 2758264880

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 4th day of June, 2019.

**JOSEPH L. GIBBONS
MAYOR**

ATTEST:

**SHIRLEY M. CANNON
CITY CLERK**

APPROVED AS TO FORM:

**TIMOTHY J. ROHR
CITY ATTORNEY**

Owner: Stephen Eugene Story
 Property: 1519 Barcose St
 NC Pin No. 2758264880

Minimum Housing Violation Time Line

<u>Date</u>	<u>Description</u>
November 2018	The structure located at 1519 Barcose St was involved in a fire in 2018. Due to the amount of damage caused by the fire the dwelling was structurally compromised and was classified as dilapidated. Since the fire occurred homeless people have continued to live in the dwelling. Power and water have been shut off to the structure. Numerous complaints were called in regarding the condition of the property. The house is a health and safety hazard and not habitable.
March 14, 2019	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 after receiving the letters. The registered mail receipt was signed and returned. Certified Mail No. 7016 2710 0001 1759 2379
April 23, 2019	The final minimum housing determination letters were 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 dwelling being classified as dilapidated and the health/safety hazard the final order was to demolish the dwelling and remove it from the property. Abatement of the housing violations was to be done no later than Friday May 24, 2019. The property owner refused to sign the registered mail receipt and the letter was returned to sender. The first class letter was not returned. Certified Mail No. 7016 2710 0001 1759 2447
May 24, 2019	A final letter was mailed to the owner explaining that the housing inspector will be submitting an ordinance to City Council for the abatement of the minimum housing violations. The City Council will consider this ordinance for adoption at the June 4, 2019 City Council Meeting. Upon adoption of the ordinance the structure will be demolished, and all fees accumulated from the demolition will be placed as a lien against the property. Due to the fact there are people in the dwelling a copy of the final letter was sent to the owners address and the Barcose St address. Certified Mail No. 7016 2710 0001 1759 2478 Certified Mail No. 7016 2710 0001 1759 2461
May 29, 2019	At this time, it is requested that the ordinance be passed for the demolition of the dwelling at 1519 Barcose St. Demolition will take place after the ordinance has been adopted and all fees accumulated will be placed as a lien against the property.

Minimum Housing Violation Affidavit
(1519 Barcosse St)

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 1519 Barcosse St. 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.

5-29-19

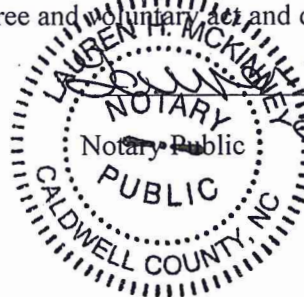
Date

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 29th day of May, 2019 and signed the above Affidavit as his free and voluntary act and deed.





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

Owner STORY STEPHEN EUGENE

PO BOX 126
HUDSON, NC 28638

Acct Number 142154
Parcel ID 06 64 3 13
NCPIN 2758264880

Deferred Val \$
Assessed Val \$23,800
Calc Acreage 0.14789083
Land Units 75 (FF)
Legal Desc BK 0704 PG 1940 YR 78
Plat Ref /
Property Addr 1519 BARCOSE ST

Caldwell County
1:289
0 0.00225 0.0045 0.009 mi
0.00375 0.0075 0.015 km
March 6, 2019

ST 0.00 BY DEATH

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

March 14, 2019

Stephen Eugene Story
Po Box 126
Hudson, NC 28638

Certified Mail: 7016 2710 0001 1759 2379

MINIMUM HOUSING VIOLATION AND HEARING NOTICE

To: **Stephen Eugene Story**, owner(s) of property located at **1519 Barcose St (NC PIN: 2758264880)** 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 contact the City of Lenoir 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.**



Sec. 10-5. - Violations; penalty.

- a. No owner of any dwelling or dwelling unit shall fail, neglect, or refuse to repair, alter, or improve the same, or to vacate and close and remove or demolish the same, upon order of the inspector duly made and served as provided in this chapter, within the time specified in the order, and each day that the failure, neglect, or refusal to comply with the order continues shall constitute a separate and distinct offense.

The property listed above is in violation of the City of Lenoir Minimum Housing Code. The structure is currently unsecure and 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. The unit shall remain secured and vacant until demolition is completed. Please contact me to schedule a time for an onsite hearing.

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 ○

Failure to comply will result in actions including, but not limited to, civil penalties, posting, and/or 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
Cell: 828.394.9552

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 <u>Stephen Eugene Story</u> ☐ Agent ☒ Addressee	
1. Article Addressed to: Stephen Eugene Story Po Box 126 Hudson, NC 28638		B. Received by (Printed Name) <u>Stephen Story</u> C. Date of Delivery <u>3/22/19</u>	
2. Article Number (Transfer from service label) 7016 2710 0001 1759 2379		D. Is delivery address different from item 1? ☒ Yes ☒ No If YES, enter delivery address below:	
9590 9402 2638 6336 0813 54		3. Service Type ☐ 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 ☐ Mail Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

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☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage	\$
Sent To	Stephen Eugene Story
Street and Apt.	Po Box 126
City, State, Zip	Hudson, NC 28638
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7016 2710 0001 1759 2379

3/14/19

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

April 23, 2019

Stephen Eugene Story
Po Box 126
Hudson, NC 28638

Certified Mail: 7016 2710 0001 1759 2447

MINIMUM HOUSING VIOLATION AND ORDER TO ABATE

To: **Stephen Eugene Story**, owner(s) of property located at **1519 Barcosse St** (PIN:275826880)
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 **March 14, 2019**. This property is in violation of the City of Lenoir Minimum Housing Standards. The structure is currently unsecure and 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. The unit shall remain secured and vacant until demolition is completed.

Failure to abate the violations by, **(Friday May, 24 2019)** 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.

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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



7016 2710 0001 1759 2447

GREENSBORO

NC 274

24 APR '19

PM 4 L



U.S. POST



ZIP 2860
02 1W
0001391!

Ref 3/0

Stephen Eugene Story
Po Box 126
Hudson, NC 28638

NAME _____
1ST NOTICE 4/6
2ND NOTICE 5/1
RETURN _____

NIXIE 274 DE 1 0005 /
RETURN TO SENDER
REFUSED
UNABLE TO FORWARD
BC: 28645095838 *2080-02276
286450958
28638-012

1: 94009220801271

REF

286450958
28638-012

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

Postage

\$

Total Pos

\$

Sent To

Street and

City, State

Stephen Eugene Story
Po Box 126
Hudson, NC 28638

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

See Reverse for Instructions

7016 2710 0001 1759 2447

4-23-19

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

- 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:

Stephen Eugene Story
Po Box 126
Hudson, NC 28638



9590 9402 2638 6336 0808 07

2. Article Number (Transfer from service label)

7016 2710 0001 1759 2447

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
0)

Domestic Return Receipt

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Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

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 Pos

\$

Sent To

Street and

City, State

Stephen Eugene Story
Po Box 126
Hudson, NC 28638

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

See Reverse for Instructions

7016 2710 0001 1759 2447

4-28-19

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

May 24, 2019

Stephen Eugene Story
1519 Barcosse St.
Lenoir, NC 28645

Certified Mail: 7016 2710 0001 1759 2478

RE: Minimum Housing Determination
1519 Barcosse St Lenoir, NC 28645
NCPIN: 275826880

Mr. Story

This notice has been sent due to the fact you have failed to comply with an order given to abate the minimum housing violations at 1519 Barcosse St. All violations were to be abated by demolition within 30 days as instructed in the Minimum Housing Order to Abate Notice sent on April 23, 2019. All violations were to be abated by Friday May 24, 2019.

At this time the housing inspector will be submitting an ordinance to City Council, as described below for the demolition of the dwelling located at 1519 Barcosse St. The City Council will consider this ordinance for adoption at the June 4, 2019 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir at 6pm. All fees accumulated from the demolition will be placed as a lien against the property.

Section 10-33 Failure to Comply With Order

In rem remedy. After failure of an owner of a deteriorated dwelling or dwelling unit, or of a dilapidated dwelling, to comply with an order of the inspector within the time specified therein, if injunctive relief has not been sought or has not been granted as provided in subsection (a), the inspector shall submit to the city council an ordinance ordering the inspector to cause such dwelling or dwelling unit to be repaired, altered, improved, or vacated and closed and removed or demolished, as provided in the original order of the inspector, and pending such removal or demolition, to placard such dwelling as provided by G.S. 160A-443 and section 10-34.

Sincerely,

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

CITY MANAGER
SCOTT E. HILDEBRAN



CITY OF LENOIR
NORTH CAROLINA

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T.J. ROHR
D.F. STEVENS
C.D. THOMAS
B.K. WILLIS

May 24, 2019

Stephen Eugene Story
Po Box 126
Hudson, NC 28638

Certified Mail: 7016 2710 0001 1759 2461

RE: Minimum Housing Determination
1519 Barcosse St Lenoir, NC 28645
NCPIN: 275826880

Mr. Story

This notice has been sent due to the fact you have failed to comply with an order given to abate the minimum housing violations at 1519 Barcosse St. All violations were to be abated by demolition within 30 days as instructed in the Minimum Housing Order to Abate Notice sent on April 23, 2019. All violations were to be abated by Friday May 24, 2019.

At this time the housing inspector will be submitting an ordinance to City Council, as described below for the demolition of the dwelling located at 1519 Barcosse St. The City Council will consider this ordinance for adoption at the June 4, 2019 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir at 6pm. All fees accumulated from the demolition will be placed as a lien against the property.

Section 10-33 Failure to Comply With Order

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Sincerely,

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

7016 2710 0001 1759 2461

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Certified Mail Fee
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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
 Stephen Eugene Story

Street and Apt.
 Po Box 126

City, State, Zip
 Hudson, NC 28638

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

5-24-19
 Postmark Here

7016 2710 0001 1759 2478

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Certified Mail Fee
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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
 Stephen Eugene Story

Street and Apt.
 1519 Barcoose St.

City, State, Zip
 Lenoir, NC 28645

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

5-24-19
 Postmark Here

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 1519 Barcosse St on Tuesday June 4, 2019 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 Stephen Eugene Story, and any other persons having or claiming an interest in the property 1519 Barcosse St, Lenoir NC 28645 NC Pin 275826880 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

May 24, 31, 2019



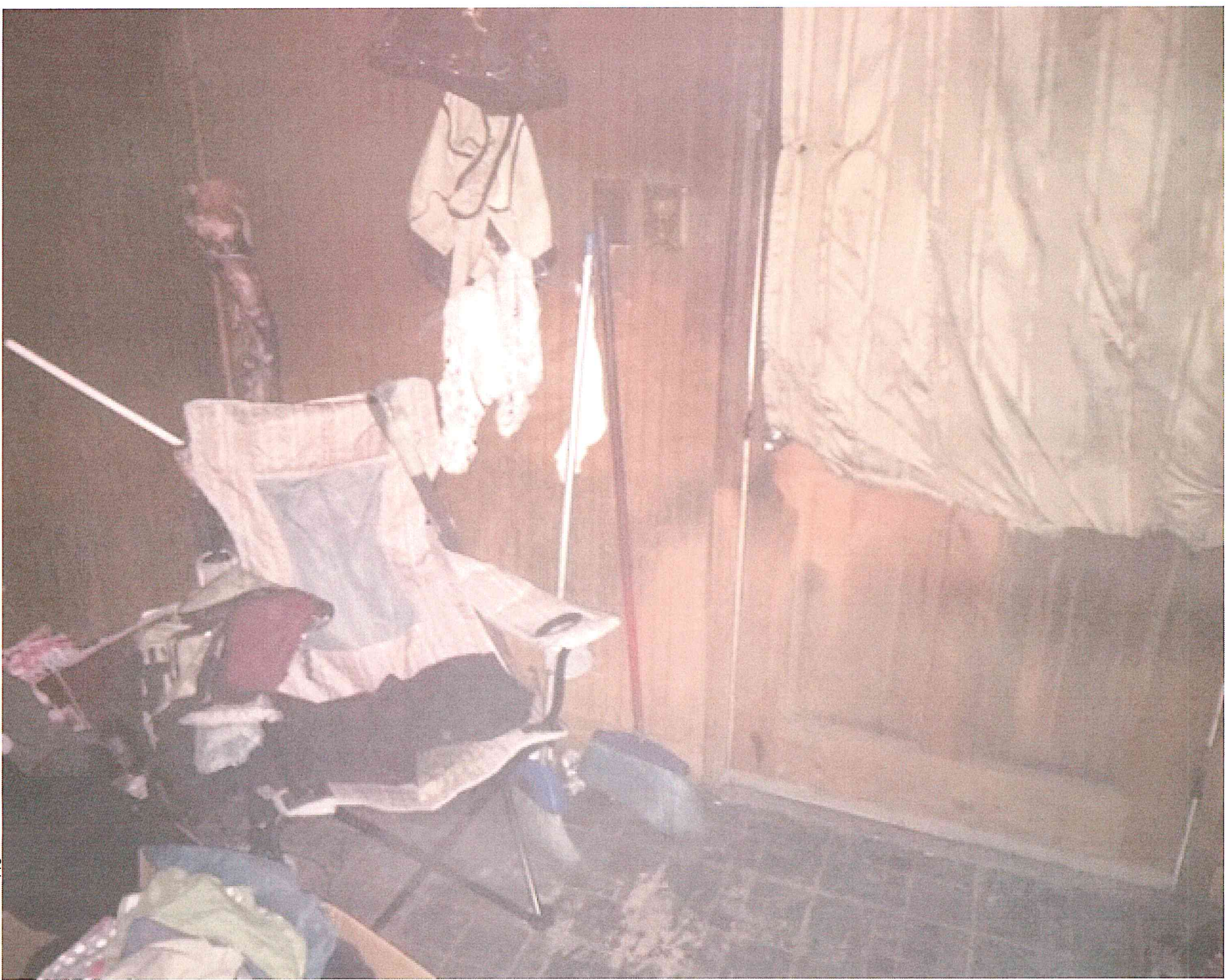














CITY OF LENOIR
COUNCIL ACTION FORM

- 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 530 Stage St
- 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: *Dee Leebok*

**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, **DSV SPV 3 LLC**, 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 October 4th, 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: **530 Stage St.**
Lenoir, North Carolina.
Parcel-ID 06 17 1 7D
NCPIN 2749581583

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 4th day of June, 2019.

**JOSEPH L. GIBBONS
MAYOR**

ATTEST:

**SHIRLEY M. CANNON
CITY CLERK**

APPROVED AS TO FORM:

**TIMOTHY J. ROHR
CITY ATTORNEY**

Owner: DSV SPV 3 LLC
 Property: 530 Stage St
 NC Pin No. 2749581583
Minimum Housing Violation Time Line

<u>Date</u>	<u>Description</u>
August 2018	The initial inspection of the dwelling reveled deterioration in the exterior structural components including foundation, roofing, and siding. The dwelling was not secure and some of the windows had been broken. The dwelling was full of trash and debris. According to the neighbors the previous tenants had kept many animals in the dwelling that led to a flee problem that affected many surrounding properties. It was determined based on the buildings tax value and the amount of deterioration that the dwelling was classified as dilapidated.
September 5, 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 after receiving the letters. The registered mail receipt was signed and returned. Certified Mail No. 2016 2710 0001 1759 1969
October 4, 2018	Final minimum housing determination letters were 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 by November 6, 2018. Owner failed to contact the inspector or abate the violation. The registered mail receipt was signed and returned. Certified Mail No. 7016 2710 0001 1759 2003
May 24, 2019	A final letter was mailed to the owner explaining that the housing inspector will be submitting an ordinance to City Council for the abatement of the minimum housing violations. The City Council will consider this ordinance for adoption at the June 4, 2019 City Council Meeting. Upon adoption of the ordinance the structure will be demolished, and all fees accumulated from the demolition will be placed as a lien against the property.
May 29, 2019	At this time, it is requested that the ordinance be passed for the demolition of the dwelling at 530 Stage St. Demolition will take place after the ordinance has been adopted and all fees accumulated will be placed as a lien against the property.

Minimum Housing Violation Affidavit
(530 Stage St)

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 530 Stage St. 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.

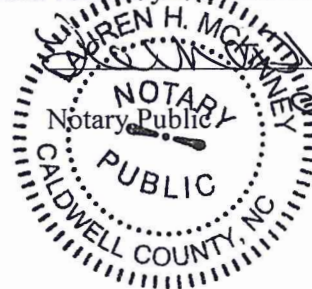
5-29-19

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 29th day of May, 2019 and signed the above Affidavit as his free and voluntary act and deed.





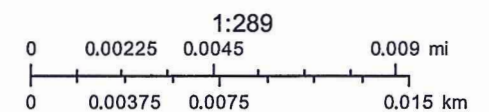
This map is NOT of land survey quality and is NOT suitable for such use.

Owner DSV SPV 3 LLC
16 BERRYHILL RD STE 200
COLUMBIA, SC 29210

Acct Number 161901
Parcel ID 06 17 1 7D
NCPIN 2749581583

Deferred Val \$0
Assessed Val \$16,100
Calc Acreage 0.085608
Land Units 47 (FF)
Legal Desc BK 1924 PG 993 YR 2017 ST 1.00
Plat Ref /
Property Addr 0 530 STAGE ST

Caldwell County



September 5, 2018

CITY MANAGER
SCOTT E. HILDEBRAN



CITY OF LENOIR
NORTH CAROLINA

MAYOR
Joseph L. Gibbons

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

September 5, 2018

DSV SPV 3 LLC
16 Berryhill Rd STE 200
Columbia, SC 29210

Certified Mail: 2016 2710 0001 1759 1969

MINIMUM HOUSING VIOLATION AND HEARING NOTICE

To: DSV SPV 3 LLC, owner(s) of property located at 530 Stage St (PIN: 2749581583) 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.

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 has been reported to the City for being in violation of City of Lenoir Minimum Housing Standards. An inspection of the dwelling is required and all violations that are cited during the inspection must be abated. Abatement of the violations must be performed in a specified amount of time that will be determined at the conclusion of the inspection. If no violations are discovered at the time of the inspection then the case will be closed and no further action will be required. Please contact me to schedule a time for an onsite hearing.

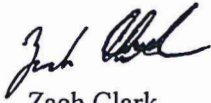
Stage of the investigation

Initial Investigation ☒

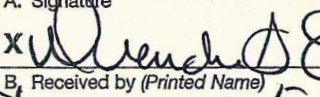
Final Determination ☐

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
Cell: 828.394.9552

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  B. Received by (Printed Name) Searcher S. Egan C. Date of Delivery 9-10-18	
1. Article Addressed to: DSV SPV 3 LLC 16 Berryhill Rd STE 200 Columbia, SC 29210		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 7016 2710 0001 1759 1969		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ 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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☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage
 \$

Total Postage and
 \$

Sent To
 Street and Apt. N
 City, State, ZIP+4

DSV SPV 3 LLC
 16 Berryhill Rd STE 200
 Columbia, SC 29210

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

9/5/18

Postmark
 Here

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

October 4, 2018

DSV SPV 3 LLC
16 Berryhill Rd STE 200
Columbia, SC 29210

Certified Mail: 7016 2710 0001 1759 2003

MINIMUM HOUSING VIOLATION AND ORDER TO ABATE

To: **DSV SPV 3 LLC**, owner(s) of property located at **Property Address (PIN: 2749581583)** 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 **September 5, 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 substandard housing condition and the infestation of vermin/pest the structure has been 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, **(Tuesday November 6, 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

SENDER: COMPLETE THIS SECTION

- 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:

DSV SPV 3 LLC
16 Berryhill Rd STE 200
Columbia, SC 29210



9590 9402 2638 6336 0814 91

2. Article Number (Transfer from service label)

7016 2710 0001 1759 2003

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)

Ryan Corcoran

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 | ☐ 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 | |
| ☐ Mail Restricted Delivery (10) | |

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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 and Fees

\$

Sent To

DSV SPV 3 LLC

Street and Apt. No., or PO Box No.

16 BERRYHILL RD STE 200

City, State, ZIP+4®

COLUMBIA, SC 29210

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

See Reverse for Instructions

Postmark
Here

7016 2710 0001 1759 2003

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

May 24, 2019

DSV SPV 3 LLC
16 Berryhill Rd STE 200
Columbia, SC 29210

Certified Mail: 7016 2710 0001 1759 2485

RE: Minimum Housing Determination
530 Stage St Lenoir, NC 28645
NCPIN: 2749581583

DSV SPV 3 LLC,

This notice has been sent due to the fact you have failed to comply with an order given to abate the minimum housing violations at 530 Stage St. All violations were to be abated by demolition within 30 days as instructed in the Minimum Housing Order to Abate Notice sent on October 4, 2018. All violations were to be abated by Tuesday November 6, 2018.

At this time the housing inspector will be submitting an ordinance to City Council, as described below for the demolition of the dwelling located at 530 Stage St. The City Council will consider this ordinance for adoption at the June 4, 2019 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir at 6pm. All fees accumulated from the demolition will be placed as a lien against the property.

Section 10-33 Failure to Comply With Order

In rem remedy. After failure of an owner of a deteriorated dwelling or dwelling unit, or of a dilapidated dwelling, to comply with an order of the inspector within the time specified therein, if injunctive relief has not been sought or has not been granted as provided in subsection (a), the inspector shall submit to the city council an ordinance ordering the inspector to cause such dwelling or dwelling unit to be repaired, altered, improved, or vacated and closed and removed or demolished, as provided in the original order of the inspector, and pending such removal or demolition, to placard such dwelling as provided by G.S. 160A-443 and section 10-34.

Sincerely,

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

7016 2710 0001 1759 2485

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OFFICIAL USE

Certified Mail Fee

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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 a

\$

Sent To

Street and Apt. 1

City, State, ZIP+4

DSV SPV 3 LLC
 16 Berryhill Rd STE 200
 Columbia, SC 29210

5-24-19
 Postmark
 here

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

See Reverse for Instructions

September 5, 2018
 DIV 311C
 15 Beatty Rd STE 200
 Columbia, SC 29210
 Certified Mail: 7016 2710 0001 1259 1808

MINIMUM HOUSING VIOLATION AND HEARING NOTICE

To: DIV 311C, owner(s) of property located at 1000 Stone Mt (PIN: 2749531543) in the City of Lenoir, North Carolina

From: Building, General Statute 160A-426, 160A-446, 160A-429 North Carolina Code Official's Building Art: 160A-412

Ordinance of necessity submitted to: Determination ☒ Dispute Hearing ☐

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. An inspection cannot be performed until (1) the date on which the City of Lenoir Building Department is notified in writing of the date and location of the inspection and (2) the inspection is held within the specified time frame.

G.S. 160A-423
 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 a fire, disease, or danger to children.
 D. Has a tendency to attract persons engaged in criminal activities or other activities which would constitute a public nuisance.

FOUR OFFICE 808 W 8th LENOIR, NORTH CAROLINA 28540-0008 • (252) 737-7220
 www.cityoflenoir.com

The property listed above has been reported to the City of Lenoir in violation of City of Lenoir Minimum Housing Standards. An inspection of the dwelling is required and all violations that are found during the inspection must be abated. Abatement of the violations must be performed within a specified amount of time that will be determined at the conclusion of the inspection. If no violations are discovered at the time of the inspection, the case will be closed and no further action will be required. Failure to comply will result in a fine for each day the violation exists.

Owner's Certification
 Initial Determination ☒
 Final Determination ☐

Failure to comply will result in a fine including, but not limited to, civil penalties, posting, and site restoration. All questions about the violations or procedures to abate them will be addressed at the hearing.

Sincerely,

[Signature]
 Zach Cox
 Building and Housing Inspector
 City of Lenoir Planning Department
 Office: 828.737.7212
 Cell: 828.344.9315

CITY MANAGER
 JUSTICE HEDMAN

**CITY OF LENOIR
 NORTH CAROLINA**

Mayor
 Joseph L. Hedman

CITY COUNCIL
 JY. HEAL
 TM. FERQUE
 JJ. PERKINS
 TJ. ROHR
 DV. STEVENS
 CD. THOMAS
 L.K. WATTS

October 1, 2018
 DIV 311C
 15 Beatty Rd STE 200
 Columbia, SC 29210
 Certified Mail: 7016 2710 0001 1259 2003

MINIMUM HOUSING VIOLATION AND ORDER TO ABATE

To: DIV 311C, owner(s) of property located at Property Address (PIN: 2749531543) in the City of Lenoir, North Carolina

From: Building, General Statute 160A-426, 160A-446, 160A-429 North Carolina Code Official's Building Art: 160A-412

CITY MANAGER
SCOTT WILSON



CITY OF LENOIR
NORTH CAROLINA

MAYOR
Joseph L. ...
CITY COUNCIL
J.T. ...
T.H. ...
J.H. ...
T.A. ...
D.F. ...
C.D. ...
D.A. ...

October 4, 2018
DVS SPV LLC
16 Derryfield Road
Columbia, SC 29210

Certified Mail: 7016 2718 0901 1759 2018

MINIMUM HOUSING VIOLATION AND ORDER TO ABATE

To: DVS SPV LLC, owner of property located at Property Address (PIN: 274951258) in the City of Lenoir, North Carolina

Under Building: General Statute 160A-426, 160A-406, 160A-429
North Carolina Code Official's Building 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-425

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' interest in criminal activities or other activities which would constitute a public nuisance.



POST OFFICE BOX 1028 • LENOIR, NORTH CAROLINA 28545-0103 • (827) 757-2200
www.cityoflenoir.com

This is the first determination for the property listed above. Owner failed to correct the housing violation as requested in the mail letter that was mailed on September 7, 2018. This property is now considered in a safety hazard. Because the minimum housing standards, the structure is currently in violation of the minimum housing standards. In order to abate the minimum housing standards and the minimum standards, the dwelling must be demolished and removed within 30 days.

Failure to abate the violations by (October 15, 2018) will result in actions including, but not limited to, civil penalties, fines, and/or abatement. If you have any questions, including the violations or the abatement process please contact the:

Section 1-15 Civil and Criminal Penalties

- 1. Violation of any provision of the Code that is subject to civil penalties shall be subject to civil penalties in the following amounts, as applicable: All civil penalties shall be paid within 30 days of the date of the violation, or the date of the assessment, whichever is later. If the violation is not corrected within 30 days, the civil penalties shall be increased by 10% per month, up to a maximum of 30% per month. If the violation is not corrected within 30 days, the civil penalties shall be increased by 10% per month, up to a maximum of 30% per month. If the violation is not corrected within 30 days, the civil penalties shall be increased by 10% per month, up to a maximum of 30% per month.

Types of Violations:
Building Enforcement ☐
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, fines, and/or abatement.

Signature:

[Signature]
Scott Wilson
City of Lenoir, North Carolina
City of Lenoir, North Carolina
City of Lenoir, North Carolina













**CITY OF LENOIR
COUNCIL ACTION FORM**

I. Agenda Item:

Proposed acceptance of an offer of \$2,500 to purchase the property owned by the City of Lenoir located on Beall Street (NC PIN 2749584440, former Beall Street Community Gardens). Notice of the offer will be published in the Lenoir News Topic, starting a 10-day upset bid period as required by NCGS 160A-269.

II. Background Information:

The property located at NC PIN 2749584440 is owned by the City of Lenoir and was most recently used as a Community Garden. However, the City recently consolidated the community garden plots from the Beall Street gardens into the Unity Park gardens and the property is currently undeveloped. A map with parcel information is attached.

Mt. Pilgrim Baptist Church, the adjoining property owner to the east, has made an offer to purchase the property. No development is planned at this time.

A deposit of 5% of the offer has been made with the City Clerk as required by law.

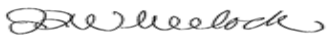
III. Staff Recommendation:

Accept the offer of \$2,500 and direct the City Clerk to publish notice of the offer in accordance with NCGS 160A-269.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director:  _____



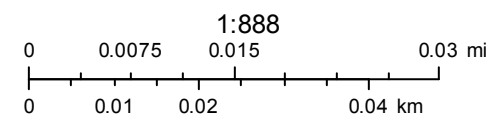
This map is NOT of land survey quality and is NOT suitable for such use.

Owner CITY OF LENOIR
PO BOX 958
LENOIR, NC 28645

Acct Number 50916
Parcel ID 06 17 2 12
NCPIN 2749584440

Deferred Val \$0
Assessed Val \$5,300
Calc Acreage 0.253573
Land Units 66 (FF)
Legal Desc 0775/0529 0081 5.50
Plat Ref /
Property Addr BEALL ST

Caldwell County



May 29, 2019

Date: May 29, 2019

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

Mr. Hildebran:

Please accept this letter as my official bid offer of \$2,500⁰⁰ for property owned by the City of Lenoir and located at Beall St (Community Gardens), further identified by NC PIN 2749584440.

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

- ☐ This property contains a dilapidated structure. As part of my offer, I agree to remove this structure at my own expense.
- ☐ This property contains a deteriorated structure. As part of my offer, I agree to repair the structure in accordance with the standards contained in Chapter 10 of the Lenoir City Code and all applicable state building codes.

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

Sincerely,

 (please sign)

Full Name: Ike Perkins (Mt. Pilgrim Baptist Church)

Phone number: 828-729-5892

Email: ikeperk@charter.net

Mailing Address: 539 Willow Street NW

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

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)

MOUNT PILGRIM BAPTIST CHURCH

145

PO BOX 2397
539 WILLOW ST.
LENOIR, NC 28645

WELLS FARGO BANK

31933

6-162/531

31933

05/30/2019

City of Lenoir

\$125.00

\$

One hundred twenty five and 00/100 * * * * * DOLLARS

City of Lenoir

deposit for land bid at 5%

Blondie Watts
Laura Noewood
AUTHORIZED SIGNATURE

MEMO

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈031933⑈ ⑆053101626⑆ 2070959012517⑈

MOUNT PILGRIM BAPTIST CHURCH

31933

05/30/2019 City of Lenoir

BID OF LAND PURCHASE

City of Lenoir

125.00

CHECK AMOUNT

125.00