

**LENOIR CITY COUNCIL
TUESDAY, JUNE 4, 2019
6:00 P.M.**

PRESENT: Mayor Gibbons presiding. Councilmembers present were Beal, Perdue, Perkins, Stevens, Thomas 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.

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
VIRGINIA BEACH:**

- B. Mayor Gibbons asked everyone to keep the City of Virginia Beach, Virginia, in their thoughts and prayers regarding the victims of the recent shooting incident at their Municipal facility. The City of Lenoir flags are currently flying at half-staff in accordance with a proclamation from North Carolina Governor Roy Cooper.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

**FY2019-2020 ANNUAL
BUDGET:**

- A. A public hearing was 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.

A copy of the Budget Ordinance is hereby incorporated into these minutes by reference. (Refer to pages 367-371).

City Manager Hildebran reported the recommended budget is comprised of General Fund, \$17,362,391, Special Downtown District, \$183,736, Tourism Development, \$75,000 and Water Fund, \$8,941,688, for a total budget amount of \$26,562,815. The budget also includes the current Rescue Readiness Tax of \$0.0085 per \$100 valuation and a \$1.00 Solid Waste Fee increase which will assist the City in purchasing a second brush truck. The current property tax rate of \$0.58 per \$100 valuation remains unchanged. The budget includes a 1.1% increase in water rates and a 2.5% wastewater increase effective July 1, 2019. The proposed rate increases would cost the average ratepayer an additional \$0.87 on a monthly bill. The budget also includes a 3% COLA for City employees effective January 1, 2020.

In addition, Mr. Hildebran reported the proposed budget addresses Council's

priorities without using any Fund Balance.

Mayor Gibbons opened the public hearing to receive public comments regarding the recommended budget.

There being no public participation, Mayor Gibbons closed the public hearing and asked Council for action.

Councilmember Perdue commended City Manager Hildebran and Staff for their good work in keeping the tax rate the same over the past seven years and maintaining a healthy Fund Balance for FY2019-2020. Councilmember Perdue moved to approve the proposed Annual Budget as presented.

Mayor Gibbons along with additional Councilmembers thanked Mr. Hildebran and the Department Directors for all their hard work in preparing the proposed budget along with all their cost savings measures that have been implemented.

Upon the motion by Councilmember Perdue, Council voted 6 to 0 to adopt the FY2019-2020 Annual Budget as presented and as recommended by City Manager Hildebran.

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 21, 2019, as submitted.
 2. Minutes: Approval of the minutes of the City Council Budget Work Session of Thursday, May 23, 2019, as submitted.
 3. 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. (A copy of the Capital Project Budget Ordinance is hereby incorporated into these minutes by reference. Refer to pages 372-373).
 4. 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. (A copy of the Capital Project Budget Ordinance is hereby incorporated into these minutes by reference. Refer to pages 374-375).
 5. 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. (A copy of the Capital Project Budget Ordinance is hereby incorporated into these minutes by reference. Refer to pages 376).
 6. 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. (A copy of the Capital Project Budget Ordinance is hereby incorporated into these minutes by reference. Refer to page 377).

7. 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. (A copy of the budget amendment list is hereby incorporated into these minutes by reference. Refer to page 378).
8. 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. (A copy of the Engineering Agreement is on file in the City Clerk's office).

Upon a motion by Councilmember Thomas, Council voted 6 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

SUMMER MUSIC

EVENT: 1. Chad Triplett and Two-Lane Blacktop Band will perform on the Square from 6:00 p.m. – 7:30 p.m. on Friday, June 7 with the Throwdown Jones Band performing from 8:00 p.m. – 10:00 p.m.

CITY/COUNTY SERVICES

COMMITTEE: 2. The City/County Services Committee will meet on Monday, June 10 at 11:45 a.m.

CALDWELL EDC:

3. The Caldwell County Economic Development Commission will meet on Tuesday, June 11 at 8:00 a.m. at the J. E. Broyhill Civic Center.

LENOIR BUSINESS ADVISORY

BOARD: 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.

HOLIDAY

CLOSING: 5. City offices will be closed on Thursday, July 4 in observance of Independence Day.

DEDICATION CEREMONY; CHARTERS OF

FREEDOM: 6. A Dedication Ceremony for the new Charters of Freedom which include the United States Declaration of Independence, the Constitution, and the Bill of Rights and are currently being placed next to the historic Caldwell County Courthouse will be held on Wednesday, July 3 at 9:00 a.m. Foundation Forward, Inc. is a nonprofit educational project 501(c)(3) that builds Charters of Freedom Settings in local communities across the country.

B. ITEMS FOR COUNCIL ACTION

CALDWELL COUNTY WATER

SALES AGREEMENT:

1. Staff recommended 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. The agreement is effective for a five-year period.

A copy of the agreement is hereby incorporated into these minutes by reference. (Refer to pages 379-386).

City Manager Hildebran reminded Council the City previously modernized its water purchase agreements with other municipalities which have streamlined the City's process in addition to supporting water conservation. It was noted Caldwell County representatives approved the proposed agreement at the Board of Commissioners meeting on Monday, June 3, 2019.

Upon a motion by Mayor Pro-Tem Willis, Council voted 6 to 0 to approve the Caldwell County Water Sales Agreement effective for a five-year period as recommended by City Manager Hildebran.

MINIMUM HOUSING ORDINANCE;

839 CREEKWAY DRIVE:

2. Staff recommended 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.

Planning Director Wheelock explained that Council has to conduct a public hearing due to this being commercial property and clarified this structure was the former

Wrightway Drive Through.

Upon a motion by Mayor Pro-Tem Willis, Council voted 6 to 0 to schedule a public hearing on Tuesday, June 18, 2019 to consider a Nuisance Declaration Ordinance for property located at 839 Creekway Drive as recommended by City Staff.

**MINIMUM HOUSING ORDINANCE;
1519 BARCOSE STREET:**

2. Staff recommended that Council adopt an Order of Abatement for property located at 1519 Barcos Street, Parcel ID#06-64-3-13 and NCPIN#2758264880 directing Staff to proceed with the demolition of the property.

Planning Director Wheelock stated that, although the structure is unfit for human habitation, someone is currently living there illegally. Director Wheelock emphasized the owners were aware of the notice of violation, and following Council's approval, the property would be demolished and a lien would be placed on the property in order to recoup the City's cost.

Michelle Griffin, PO Box 126, Hudson, North Carolina, addressed City Council and stated she did sign for the notification letters from the City, but informed Council her brother lived at this address and he didn't have anywhere else to stay.

City Attorney Rohr stated it is illegal for anyone to be occupying the structure if the property has been declared unsafe by the City.

A copy of the Order of Abatement is hereby incorporated into these minutes by reference. (Refer to pages 387-388).

Councilmember Perdue expressed empathy for the family, but pointed out that Council is responsible for the City of Lenoir and moved to approve the Order of Abatement.

Upon the motion by Councilmember Perdue, Council voted 6 to 0 to approve the Order of Abatement for property located at 1519 Barcos Street as recommended by City Staff.

**MINIMUM HOUSING ORDINANCE;
530 STAGE STREET:**

3. Staff recommended 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.

A copy of the Order of Abatement is hereby incorporated into these minutes by reference. (Refer to pages 389-390).

Director Wheelock stated the property is currently vacant and the owner signed for the notice of violations, but she noted they have not abated the property.

Director Wheelock thanked City Council for their support over the years shared a Vacant and Substandard Housing 5-Year Progress Report with City Council regarding the status of the City's abatement process from 2014 forward.

A copy of the report is hereby incorporated into these minutes by reference. (Refer to page 391).

Director Wheelock reported there were over 200 active cases in 2014 when minimum Housing/Code Enforcement was divided between the Lenoir Police Department and the Planning Department. Since that time, 197 cases have been closed out and there are currently 43 cases remaining on the City's Priority List for Minimum Housing. Director Wheelock stated some cases have been sent to strategic foreclosure with the purpose of diverting these properties back into the hands of private individuals.

In addition, she reported that 5 mobile home parks have been closed and 7 more are under code enforcement. One mobile home is still functioning as problematic, but should the renter contact the City, the City meets with the owner and they correct the problem before it moves forward in the code enforcement process.

Upon a motion by Mayor Pro-Tem Willis, Council voted 6 to 0 to approve the Order of Abatement for property located at 530 Stage Street as recommended by City Staff.

**ACCEPTANCE OF OFFER TO PURCHASE;
BEALL STREET:**

4. Staff recommended Acceptance of an Offer to Purchase Real Property in the amount of \$2,500.00 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. 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.

A copy of the Offer to Purchase Real Property is incorporated into these minutes by reference. (Refer to page 392).

Councilmember Perkins asked Council to recuse him from the vote as he serves as the Minister of Mt. Pilgrim Baptist Church.

1st Motion

Upon a motion by Councilmember Stevens, Council voted 5 to 0 to recuse Councilmember Perkins from voting on this issue.

City Manager Hildebran explained the property is located next to Mt. Pilgrim Baptist Church and asked Council to authorize the City Clerk to publish the legal notice in the *News-Topic* to begin the ten day upset bid period. Mr. Hildebran further shared that the deposit has been paid for this request and the item will be placed on the June 18 City Council Agenda for consideration of approval if no upset bids are submitted.

2nd Motion

Upon a motion by Councilmember Perdue, Council voted 5 to 0 to authorize the City Clerk to advertise the legal notice in the *News-Topic* to begin the ten-day upset bid period pursuant to N.C.G.S. §160A-269 regarding the Acceptance of an Offer to Purchase Real Property as described above and in the amount of \$2,500.00 as submitted by Mt. Pilgrim Baptist Church.

**ADDITIONAL REMARKS; COUNCILMEMBER PERKINS; ORDER OF ABATEMENT;
530 STAGE STREET:**

5. Councilmember Perkins informed City Council that he just realized the property being presented for an Order of Abatement at 530 Stage Street is the same property he has seen under construction and being remodeled by individuals. Mr. Perkins reported a lot of work has already been done at this structure and inquired about the process for the approved Order of Abatement.

Planning Director Wheelock stated the property has previously changed owners and is currently abandoned. Director Wheelock stated Staff would verify their information is for the correct property and they would also postpone recording the Order of Abatement at the Register of Deeds office until the situation is clarified. Director Wheelock reported she would present an update to Council regarding the situation at the June 18 City Council Meeting. It was also noted by Council that the Order of Abatement stands as approved.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

ANNOUNCEMENTS; AUTHORITIES/BOARDS/COMMISSIONS:

- A. Mayor Gibbons announced for the general public of 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

- A. There being no further business, the meeting was adjourned 6:39 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

**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.

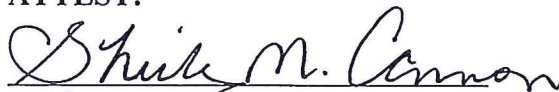
Fiscal Year July 1, 2019 – June 30, 2020

Adopted this 4th day of June, 2019.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City ClerkCITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

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.

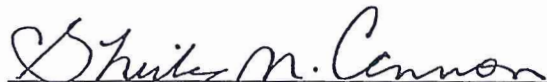
Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

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 4th day of June, 2019.



Mayor



Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

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	\$135,877
Total Revenues	\$135,877

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

Expenditures

Public Facilities (Lenoir High School)	\$108,702
Program Administration	27,175
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.

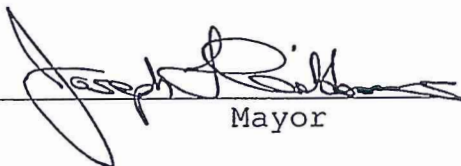
Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

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.

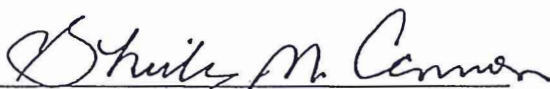
Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

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 4th day of June, 2019.



Mayor



Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

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

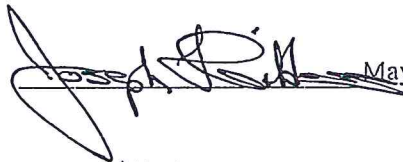
WHEREAS, the City Council desires to recognize the completion of the following Capital Project and

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,

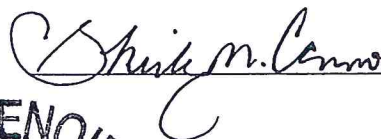
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA, THAT:

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, NC
CHARTERED
JANUARY 28, 1851

SEAL

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,

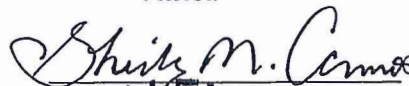
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA, THAT:

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, NC
CHARTERED
JANUARY 28, 1851

SEAL

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		-	-

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 (3 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:

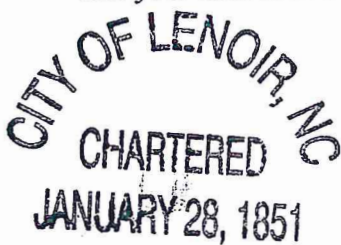
County of Caldwell
Stan Kiser, County Manager
905 West Avenue NW
Lenoir, North Carolina 28645

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 ventures, 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

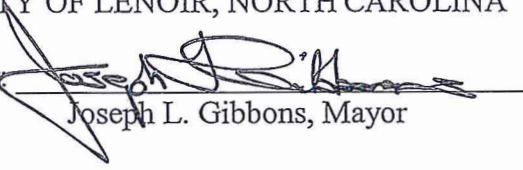
the scope of such paragraphs or articles of this agreement or in any way affect this agreement.

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.

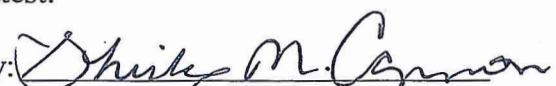


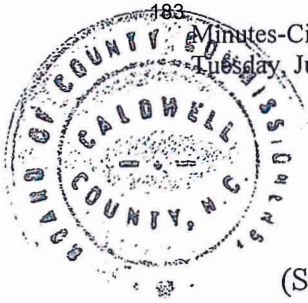
CITY OF LENOIR, NORTH CAROLINA

By: 

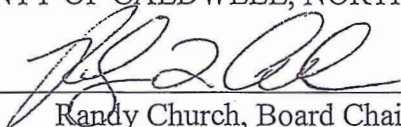
Joseph L. Gibbons, Mayor

(SEAL)
Attest.

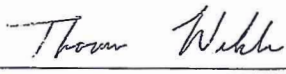
By: 
Shirley M. Cannon, City Clerk



COUNTY OF CALDWELL, NORTH CAROLINA

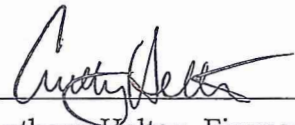
By: 
Randy Church, Board Chair

(SEAL)
Attest:

By: 
Thomas Welch, 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

**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 Barcoose St.**
Lenoir, North Carolina.
Parcel-ID 06 64 3 13
NCPIN 2758264880

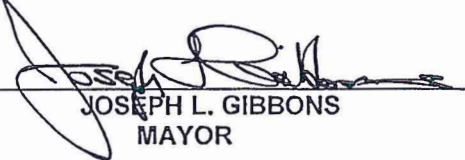
Section 2. The Minimum Housing Inspector is hereby authorized and directed to proceed to remove or demolish the described above dwelling in accordance with this Order, and in accordance with the City of Lenoir Minimum Housing Code, and NCGS Chapter 160A, Article 19, Part 6.

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).

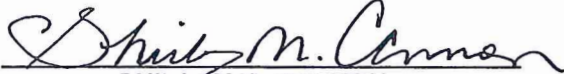
Section 4. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall be likewise unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

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

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

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.

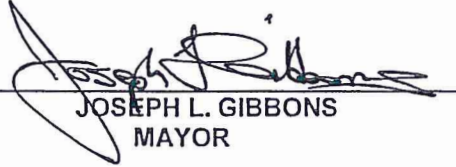
Section 3. The cost of demolition and improvement of the lot shall be a tax lien on the real property as provided by G.S. 160A-443 (6).

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.

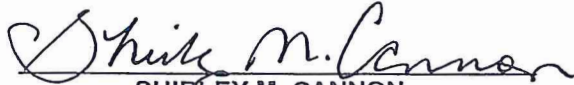
Minutes-City of Lenoir Council Meeting

Section 5. A copy of this ordinance shall be recorded in the Register of Deeds of 390
Tuesday, June 4, 2019 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

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

APPROVED AS TO FORM:

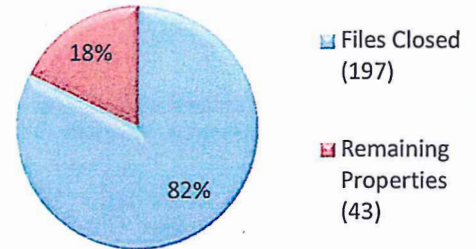

TIMOTHY J. ROHR
CITY ATTORNEY

SEAL



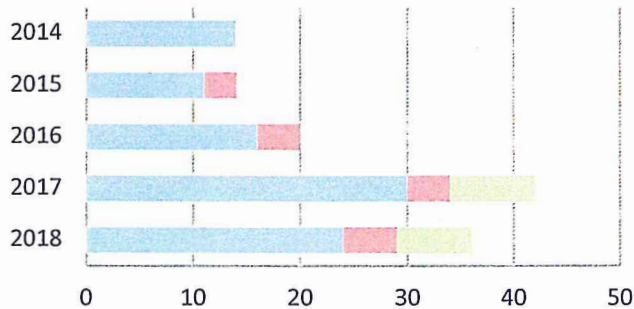
- In 2014, the City split code enforcement duties between the Planning and Police Departments (prior to 2014 nuisance/grass cases were also handled by the Planning Department).
- A "Minimum Housing Priority Formula" was created in order to address the backlog of 240+ open and/or reported minimum housing violations.
- In 2017, Council authorized staff to pursue "strategic" tax foreclosures on properties that were tax delinquent rather than using traditional code enforcement with city abatement.
- Currently, we have 18 active minimum housing cases.

Minimum Housing Priority Formula List 2014-Present



Minimum Housing Abatements* 2014 - 2018

(*repaired and/or demolished)



	2018	2017	2016	2015	2014
Owner Abated	24	30	16	11	14
City Abated	5	4	4	3	0
Tax Foreclosure	7	8	0	0	0

Mobile Home Park Annual Inspections

- Failed Inspection; Permanently Closed
- Failed Inspection; Brought Into Compliance
- Passed Inspection



We also field a variety of housing and zoning inquiries related to housing and community development...most of which are not captured in the numbers above.



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.)