

**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.

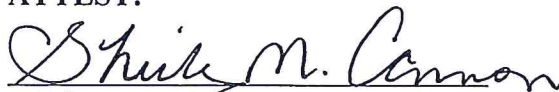
Fiscal Year July 1, 2019 – June 30, 2020

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.

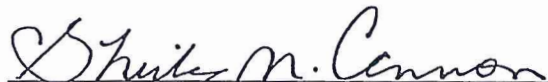
Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

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.

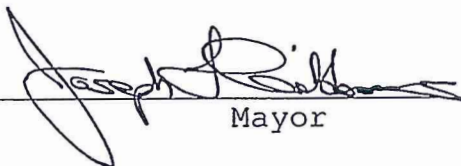
Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

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.

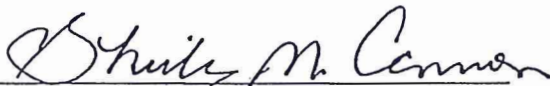
Section 8. The Budget Officer is directed to include a detailed analysis of past and future cost and revenues on this grant project in every budget submission made to this Board.

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

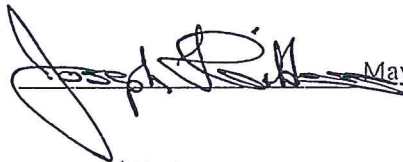
WHEREAS, the City Council desires to recognize the completion of the following Capital Project and

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,

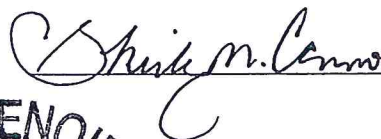
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA, THAT:

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,

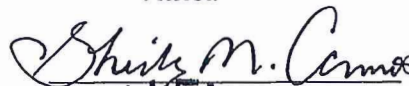
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA, THAT:

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

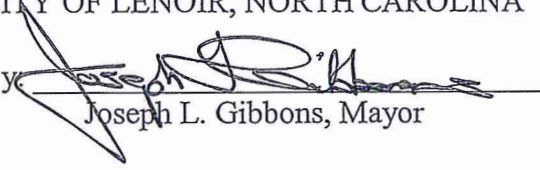
the scope of such paragraphs or articles of this agreement or in any way affect this agreement.

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.

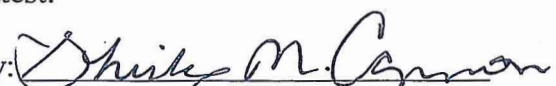
IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

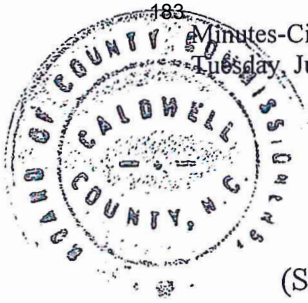
CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

CITY OF LENOIR, NORTH CAROLINA

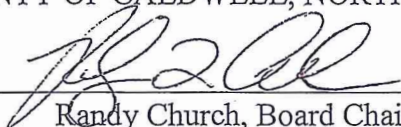
By: 
Joseph L. Gibbons, Mayor

(SEAL)
Attest.

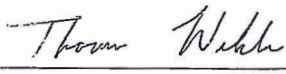
By: 
Shirley M. Cannon, City Clerk



COUNTY OF CALDWELL, NORTH CAROLINA

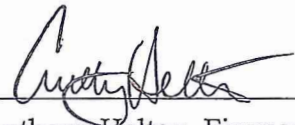
By: 
Randy Church, Board Chair

(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

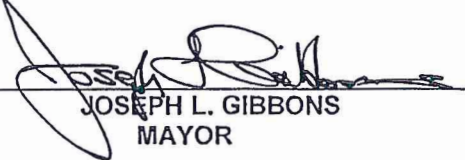
Section 2. The Minimum Housing Inspector is hereby authorized and directed to proceed to remove or demolish the described above dwelling in accordance with this Order, and in accordance with the City of Lenoir Minimum Housing Code, and NCGS Chapter 160A, Article 19, Part 6.

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).

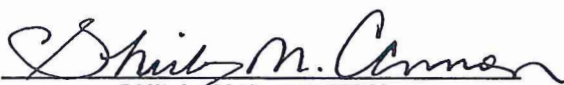
Section 4. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall be likewise unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

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.

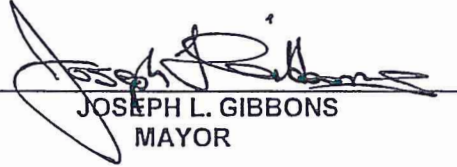
Section 3. The cost of demolition and improvement of the lot shall be a tax lien on the real property as provided by G.S. 160A-443 (6).

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.

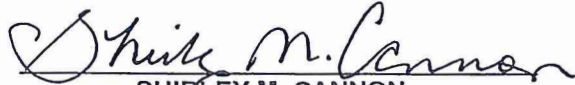
Minutes-City of Lenoir Council Meeting

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:

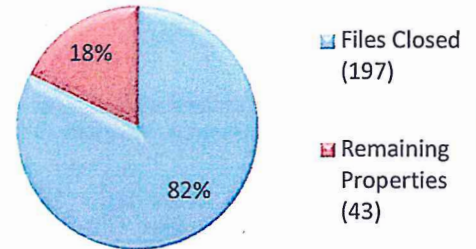

TIMOTHY J. ROHR
CITY ATTORNEY

SEAL



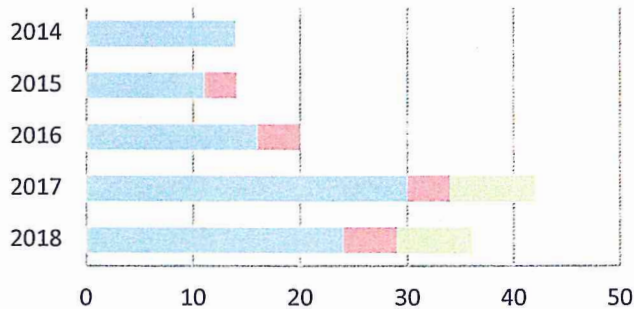
- In 2014, the City split code enforcement duties between the Planning and Police Departments (prior to 2014 nuisance/grass cases were also handled by the Planning Department).
- A "Minimum Housing Priority Formula" was created in order to address the backlog of 240+ open and/or reported minimum housing 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.)

**COMMITTEE OF THE WHOLE
CITY HALL, THIRD FLOOR
TUESDAY, MAY 28, 2019
8:30 A.M.**

PRESENT: Mayor Pro-Tem Willis presiding. Committee members Gibbons, Perdue, Perkins, Stevens and Thomas.

City Manager Hildebran, City Clerk Cannon, Police Chief Phelps, Fire Chief Hair, Economic Development Director Horn, Finance Director Bean, Recreation Director Story, Planning Director Wheelock, Public Utilities Director Thomas, and Public Works Director Wright.

ABSENT: Councilmember Jonathan Beal and Public Information Joshua Harris.

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

OTHERS: Virginia Annable, *News-Topic*, Austin Helms, Summer Intern.

I. CALL TO ORDER

A. Mayor Pro-Tem Willis welcomed everyone and called the meeting to order.

II. CITIZEN COMMENT PERIOD

III. COMMITTEE ITEMS

A. Public Utilities/Public Works

1. Public Utilities Director Radford Thomas updated City Council on the following items:
 - a) Water Treatment Plant Project #1 is now complete and has been closed out.
 - b) The mechanical pre-treatment for Project #2 was completed last week and he anticipates two new filters to be completed this week. Staff's goal is to be substantially complete by the end of the week for both projects. A tour will be scheduled in September for City Council members and Department Directors. Director Thomas stated the contractor for these projects has been great to work with and mentioned the timeline for both projects was fifteen (15) months.
 - c) The City has purchased a dryer from Gryphon for the Bio-Solids project and he reported a kickoff meeting is scheduled for Thursday, May 30 for the Meter Sys Project. The City will replace its larger meters first.
 - d) A Service Agreement with McGill Associates of Hickory, NC, for the Engineering Services for the Design and Construction of the Crossroads Sewer Line Improvement Project will be placed on the June 4 City Council Agenda for consideration of approval by Council. This project is slated to begin the first of August.

2. Public Works Director Jared Wright reported on the following items:
 - a) Director Wright thanked City Council and Staff for recognizing and honoring the Staff of Public Works during National Public Works Week in May.
 - b) The installation of crossover drain pipe for the Firing Range Road is almost complete and he mentioned the road is in good shape.
 - c) Stone has been placed on the northern section of the Overmountain Victory Trail and they plan on paving a new section of the Greenway at the Wilson Field Soccer Complex.
 - d) Director Wright and Planning Director Wheelock attended a Transportation Advisory Meeting (TAC) at the Western Piedmont Council of Governments (WPCOG) and learned the City of Lenoir's funding request for the Hospital Avenue Sidewalk Project regarding right-of-way easements will not be affected with the allocation of the NCDOT funding.
 - e) Freese Nichols is doing a great job compiling a database of Lenoir's stormwater systems.
 - f) Building Maintenance Staff is reviewing new lighting options for placement at the City's entrance way signs plus options for downtown lighting.
 - g) Staff continues to work on the Charters of Freedom that are being placed next to the Caldwell County Historic Courthouse with very low cost to the City.
 - h) Director Wright led a brief discussion regarding nuisance issues. He related that some property owners were leaving items out for Sanitation Staff to pick up that were not eligible items the City picked up. He shared these areas were unsightly and he has talked with Director Wheelock and Police Chief Phelps about ways to address this by City ordinance. It was also noted that grass has to be 12" high before the City can cite the property owner. City Manager Hildebran stated he would have City Attorney Rohr to review this issue to see what the City's requirements are regarding ways to address these issues.

IV. COMMUNITY DEVELOPMENT

- A. Lenoir Tourism Development Authority: The Lenoir Tourism Development Authority (LTDA) met on Thursday, April 25 with Chris Cavanaugh, Magellan Strategic Group, for a Strategic Planning Session. Kaylynn Horn, Economic Development Director, reported the Board also discussed destination marketing organization updates at its March 21 meeting. In addition, Director Horn shared the Board approved a request of \$12,422 to place billboards on US Hwy 321 highlighting the Main Street program.

Director Horn led a brief discussion regarding interest from people wishing to purchase a space downtown. She stated the recent code changes would make it easier for builders to make improvements to these buildings.

- B. Lenoir Business Advisory Board: The Lenoir Business Advisory Board met on Thursday, May 9. Minutes of the April 11 meeting were submitted as information. Kaylynn Horn, Economic Development Director, reported on recent events that included Touch a Truck, Bloom Blast and Cycle to Serve. She further reported that the new Salad Bar restaurant along with the Piesmith restaurant are open. Director Horn also mentioned the former Red Carpet Inn has been demolished and a new

carwash will be replacing it.

- C. Planning Board: The Planning Board met on Monday, May 20. Planning Director Jenny Wheelock reported on the following items.
1. A public hearing is scheduled for Tuesday, June 18 to consider designating the Lenoir Cotton Mill and Blue Bell, Inc. Plant as historic landmark sites.
 2. Staff will be submitting several orders of abatements for structures on Creekway Drive, Barcosé Street and Fairview Drive for Council's consideration. Director Wheelock reported Staff has not been successful in receiving owner cooperation or can't locate the property owner.

Next, Director Wheelock recommended that Mayor Joe Gibbons be appointed to serve as the City's Alternate Member on the Western Piedmont Council of Government's (WPCOG) Metropolitan Organization (MPO) Committee and affirm that Mayor Pro-Tem Ben Willis is still the City of Lenoir's delegate on the MPO Committee.

Note: While the MPO is housed under the WPCOG, this Board is a separate Board from the WPCOG's Policy Board, which the Council recently "swapped" the appointed delegates in order to have Mayor Gibbons serve as the primary delegate and Mr. Willis to serve as the alternate. The MPO's TAC committee approves the spending plan for federal transportation dollars for the region and is made of up elected officials representing each of the local governments in the MPO.

Mayor Pro-Tem Willis emphasized that Lenoir needs a representative on the committee in order to vote on issues that are important to the City. He clarified this Board meets on the last Wednesday of each month at 2:00 p.m. at the WPCOG's facility. Councilmember Thomas volunteered to serve as the City's Delegate on this Board with Mayor Joe Gibbons to serve as the Alternate.

Motion

Upon a motion by Councilmember Perdue, Council voted 5 to 0 to appoint Councilmember Thomas as the City's Delegate and Mayor Gibbons as the City's Alternate to the WPCOG's Metropolitan Planning Organization Board.

- D. Parks & Recreation Advisory Board: The Parks & Recreation Advisory Board did not meet in May. Kenny Story, Recreation Director, presented the following report.
- 1) Reported the first End of School Blast held on Saturday, May 25 was a huge success with a good turnout.
 - 2) Reported the outdoor pool at the Aquatic & Fitness Center opened on Saturday, May 25, but stated the Health Department did not approve the outdoor slides to be opened yet due to an issue regarding the drains in the pool.
 - 3) The summer baseball and softball programs are going well.
 - 4) A ceremony will be held in mid-June for the re-opening of the J. E. Broyhill Park following completion of all of the improvement projects.
 5. Police Department Staff continues to monitor cameras that have been installed at the J. E. Broyhill Park for security measures.
 6. New equipment is scheduled to arrive this week for the Optimist Park

playground. Also, Director Story reported a new parking area is planned for the Park. The entrance way was moved due to the new section of the Greenway that will travel through the Park; however, everyone will still have access to the other entrance.

7. CCC&TI's Women's Softball Team will be playing at Optimist Park in the Fall and the dugouts will be extended plus the batting cage.
8. Isaiah Whitner, Boy Scout, has placed a second bicycle pump at the Lenoir Soccer Complex as part of his process in working to earn Eagle Scout.

- E. Financial Summary: Finance Director Bean reviewed the Financial Summary as of April 30, 2019. The over/under balance in the General Fund is \$1,772,798.93, Downtown District (\$88,677.61), and Water & Sewer Fund \$2,310,307.67. Director Bean stated the City is 89% above what was budgeted for the General Fund and that departmental expenditures were currently lower. She also stated revenue in the Water & Sewer fund has increased.

In addition, Director Bean reported that sales tax collections have increased and pointed out the year-to-date collected amounts are up approximately 5%. (A copy of the April financial summary is attached to these minutes as information.)

- F. P & L Workers Comp Comparison Chart: City Manager Hildebran informed Council the City's current insurance policy with the North Carolina League of Municipalities (NCLM) expires July 1, 2019. He stated the City initiated a competitive bid process in February 2019 with formal bids being received on May 13, 2019. The bid proposals were reviewed by McNeary Consulting Services. As an option, McNeary also requested quotes for Umbrella Liability with a \$5,000,000 limit. The NCLM quoted an annual premium of \$21,000. The Umbrella Liability would provide an additional \$5,000,000 limit over the Auto Liability, General Liability, Employment Practices, Public Officials and Police Professional Liability coverages. (A copy of their memorandum and recommendation along with a copy of the submitted premium comparisons chart is attached to these minutes as information).

McNeary Consulting Services recommended the City of Lenoir renew its coverages with the NCLM. It was noted the NCLM was the most competitively priced program plus offered additional enhancements that were not included in the other two proposals from Granite Insurance and Surry Insurance.

Mr. Hildebran reiterated that additional coverage for cyber liability and drone coverage will cost the City less than \$10,000.

Councilmember Perdue commented increasing the City's coverage for cyber liability would be a good step for the City.

Motion

Upon a motion by Perdue, Council voted 5 to 0 to approve the City of Lenoir remaining with the NCLM for its insurance coverage for FY2019-2020 as presented by City Manager Hildebran.

- G. Update: Public Communications: Joshua Harris, Public Information Officer, was not available at the meeting to present a report. A copy of his April Communications Report is attached to these minutes as information.

VI. PUBLIC SAFETY

- A. Police Department: Police Chief Brent Phelps informed Council the Department has replaced one air condition unit, purchased three vehicles and three additional trucks. The trucks may also be used by the D.A.R.E. Officer for patrol and may not have extra signage on them. He explained the trucks were Dodge crew cabs and would be a cost savings for the Department.

In addition, Chief Phelps stated the NCLM would be conducting a Law Enforcement Risk Assessment beginning Wednesday, May 29 plus the NCLM would be reviewing their policies for any possible modifications.

- B. Fire Department: Fire Chief Ken Hair stated the cabinets were being installed at Station No. 3 and the project was on schedule. A dedication ceremony will be tentatively held on July 1. He stated Staff would be working at the upcoming Project Graduation at Bo's Entertainment.

Chief Hair reported an incident occurred at Station No. 2 where a child damaged their HVAC system by bending the blades and it will be a cost of \$1,500 for repairs. He stated a fence would be installed around the unit in order to make the unit inaccessible.

Chief Hair shared that Staff responded to ten overdose calls over the weekend along with other emergency personnel. Police Chief Phelps shared that six of the calls were related to a particular product and that Officers used Narcan more than once on some victims, but noted that one victim passed. He reported that a bag of drugs was laced with fentanyl which created this major issue. Chief Phelps emphasized that Officers worked extremely hard every day to combat this problem and their goal is to place extreme pressure on the potential seller of the drug.

V. OTHER

- A. June Calendar: By consensus of the Council, the calendar for the month of June was approved by Council listing various meetings and events.

VI. Adjourn:

There being no further business, the meeting was adjourned at 9:50 a.m.

Attachments

April Financial Summary

McNeary Consulting Services Memorandum

Premium Comparisons Chart

April Communications Report



**City of Lenoir
Financial Summary
As of April 30, 2019**



General Fund					
	2018-2019 Budget	4/30/2019	% of Budget	Change from Previous Year	4/30/2018
Total Revenue	\$ 17,618,891.00	\$ 15,647,236.78	89%	\$ (83,071.55)	\$ 15,730,308.33
Expenditures	\$ 17,618,891.00	\$ 13,874,437.85	79%	\$ 654,438.41	\$ 13,219,999.44
Over/Under	\$ -	\$ 1,772,798.93		\$ (737,509.96)	\$ 2,510,308.89

Downtown District					
	2018-2019 Budget	4/30/2019	% of Budget	Change from Previous Year	4/30/2018
Revenues	\$ 183,736.00	\$ 57,897.91	32%	\$ 56,188.01	\$ 1,709.90
Expenditures	\$ 183,736.00	\$ 146,575.52	80%	\$ (18,583.74)	\$ 165,159.26
Over/Under	\$ -	\$ (88,677.61)		\$ 74,771.75	\$ (163,449.36)

Water/Sewer Fund					
	2018-2019 Budget	4/30/2019	% of Budget	Change from Previous Year	4/30/2018
Revenues	\$ 8,890,000.00	\$ 7,746,078.96	87%	\$ 77,395.59	\$ 7,668,683.37
Expenditures	\$ 8,890,000.00	\$ 5,435,771.29	61%	\$ 398,254.88	\$ 5,037,516.41
Over/Under	\$ -	\$ 2,310,307.67		\$ (320,859.29)	\$ 2,631,166.96

Tax Collections					
		Collections As Of 4/30/2019***	Percentage of Change	Change from Previous Year	Collections As Of 4/30/2018
Ad Valorem Tax Collection - % of Budget		110%			104%
Sales Tax (January Deposits with adjustment for HB97)		\$ 2,973,721.40	5.76%	\$ 162,046.71	\$ 2,811,674.69
Sales Tax (January Deposits without adjustment for HB97)		\$ 2,794,515.83	5.78%	\$ 152,681.04	\$ 2,641,834.79
Sales Tax adjustment for HB97					
	2018-2019 Budget	Collections As Of 4/30/2019***	Percentage Collected YTD		Collections As Of 4/30/2018***
Sales Tax adjustment for HB97	\$ 218,000.00	\$ 179,205.57	82.20%		\$ 169,839.90

***9 months collections

 McNeary Consulting Services

Memorandum

TO: Scott Hildebran and Donna Bean

FROM: Barbara Valentine and Laurie Eubank

DATE: May 21, 2019

SUBJECT: Insurance Competitive Bid Recommendations

- Automobile Liability (including Physical Damage)
- Crime
- Cyber Liability
- Employment Practices Liability
- General Liability
- Law Enforcement Legal Liability
- Public Officials Liability
- Property Damage (including Equipment Breakdown)
- Inland Marine
- Workers' Compensation & Employers' Liability
- Umbrella/Excess Liability

The City of Lenoir initiated a competitive bid process commencing in February 2019, with formal bids ultimately received on May 13, 2019. Assigned markets and bid specifications were sent to NC League (incumbent), Granite Insurance Agency, Surry Insurance Agency, Younce Insurance Agency, First National Bank and Reliable Insurance Agency. Proposals were received from NC League, Surry Insurance Agency, as agent for Travelers Insurance Company/Bitco Insurance Company and Granite Insurance Agency, as agent for US Specialty Insurance Company/Lloyds/Key Risk Insurance Company. Attached is a premium comparison based on each proposal.

It is McNeary's recommendation to renew coverages with the NC League. In addition to the League being the most competitively priced program presented, there were many enhancements offered that were not included in the other two proposals which are outlined as follows:

- Employment Practices Liability Coverage has defense cost outside the limit of liability. The other options have defense costs inside the limit of liability, which would erode the limit.
- General Liability Coverage is not subject to a general aggregate. The other options have general aggregates for the twelve month policy term.
- Law Enforcement Coverage deductible is \$2,500 compared to \$15,000 offered by Travelers.

The competitive bid process also produced broader Crime coverage for the City of Lenoir, which included Employee Dishonesty Coverage with a \$500,000 limit and Forgery or Alteration Coverage with a \$500,000 limit. These coverages have not been included in past Crime Policies provided by the NC League. The limits for Inside the Premises and Outside the Premises was increased from \$10,000 each to \$250,000 each.

McNeary recommends the City of Lenoir consider higher limits for the following coverages:

- Cyber Liability – The NC League currently provides \$100,000 limit to the City of Lenoir, but McNeary recommends a \$1M limit. The League can offer a \$1M Cyber quote with the completion of a Cyber Application.
- Unmanned Aircraft Liability (Drone Coverage) – The NC League currently provides \$250,000 limit on the General Liability Coverage as well as the Law Enforcement Liability Coverage. McNeary recommends a \$1M limit on each coverage. It is our understanding that \$250,000 is the maximum limit offered by the League; therefore, the City of Lenoir will need to have another firm quote this option.

 McNeary Consulting Services

As an option, McNeary also requested quotes for Umbrella Liability with a \$5M limit since the NC League provided primary limits of \$5M for Auto Liability, General Liability, Employment Practices, Public Officials and Police Professional Liability coverages. The League did provide a \$5M Umbrella option for an annual premium of \$21,000. Based on the other Umbrella quotes provided, we feel the League's quote is competitively priced, but based on the City's prior loss history we are not recommending the purchase of the additional \$5M limit.

We appreciate the opportunity to assist you and the City of Lenoir with the competitive bid process. We feel the process proved that your current program is the best that the current market place can provide and generated enhancements for some of your coverages.

We will be pleased to answer questions about our findings and to implement our recommendations at your direction.

CITY OF LENOIR
PREMIUM COMPARISON

Line of Coverage	2018-2019 Expiring Program NC League	2019-2020 Proposed Program NC League	2019-2020 Proposed Program Surry Insurance	2019-2020 Proposed Program Granite Insurance
Automobile Liability & Physical Damage	\$76,445	\$80,960	\$76,326	\$71,728
Crime	\$70	\$2,651	\$2,888	\$8,140
Cyber Liability	Included	Included	\$7,414	\$6,788
Employment Practices Liability	\$22,724	\$20,966	\$12,543	\$33,164
General Liability	\$50,728	\$46,643	\$37,179	\$35,052
Law Enforcement Legal Liability	\$37,600	\$35,883	\$27,050	\$24,822
Public Officials Liability	\$8,656	\$8,318	\$4,559	\$7,024
Property Damage including Equipment Breakdown	\$69,737	\$59,426	\$97,355	\$119,522
Inland Marine	\$7,588	\$8,823	\$5,135	\$8,466
Workers' Compensation & Employers' Liability	\$254,746	\$269,408	\$254,112	\$291,193
Umbrella Liability	N/A	See Note Below	\$52,940	\$25,585
TOTAL	\$528,294	\$533,078	\$577,501	\$631,484

NOTES:

As an option, McNeary also requested quotes for Umbrella Liability with a \$5,000,000 limit. The NC League quoted an annual premium of \$21,000. The Umbrella Liability would provide an additional \$5,000,000 limit over the Auto Liability, General Liability, Employment Practices, Public Officials and Police Professional Liability coverages.

April 2019 Communications Report

By Joshua Harris, Public Information Officer

5/6/2019

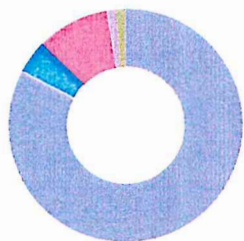
LENOIR
North Carolina


CONTENT CREATION

News Releases	Photos	Videos	Radio Spots	Social Posts	City Alerts	Q&A	eSign
9	185	2		219	6	16	1

PUBLIC ENGAGEMENT

New Followers

458


Facebook Twitter Instagram
eNews City Alerts

Social Reach

117,958

Facebook 103,452

Twitter 12,965

Video Views

12

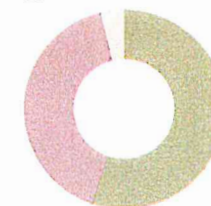
Facebook
YouTube 12

Website Views

33,811

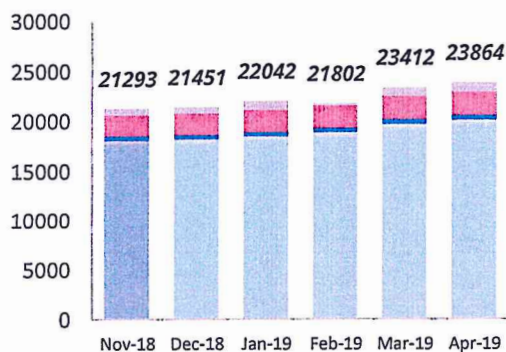
Top Pages

- 1 payonline
- 2 jobs
- 3 lafc
- 4 police
- 5 waterservice
- 6 parksrecreation
- 7 jobs/Secretary – Evening Shift



Mobile
Desktop
Tablet

Total Followers



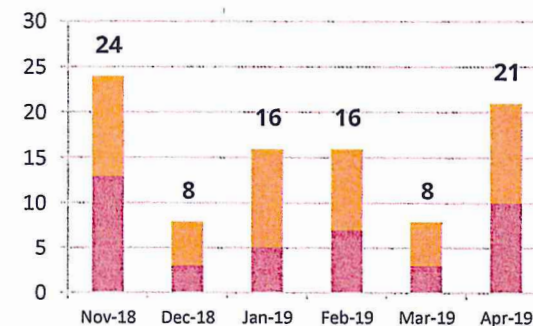
Social Engagement



Media Coverage

21

Papers 10 Web 11





Top Facebook

Reach: The number of people who saw the post on their feed

Engagements: Reactions, comments, shares, photo/video views, and clicks

Total Facebook Followers

20,011

Minutes-Committee of the Whole Meeting
Tuesday, May 28, 2019



Lenoir Police Department
Published by Police Dept on April 3

Like Page

Prayer for Those Addicted to Drugs

Vienna Cobb Anderson

Most loving God,
we ask your blessing upon all
who suffer from addiction.
Strengthen them to reach out for help.
Enable them to take the first step to recovery.
Bless them with the persistence to persevere
in the fight to be free.
Give courage and hope to their families,
drawing them close together
in the power of your love,
which alone can transform our living.
Amen.

32,457
People Reached

3,546
Engagements

Boost Post

304

21 Comments 558 Shares

	Paid	Organic
Reach		32,457
Engagements		3,546
Comments		21
Shares		558



City of Lenoir, NC Government
Published by Jessica Harris on April 4

Like Page

Work continues on the City of Lenoir Fire Department's new Station 3 located at 1015 Wilkesboro Boulevard.

Brushy Mountain Builders is currently upfitting both buildings on the site. Workers are reconfiguring the interior spaces for living quarters, installing sprinklers and plumbing, and finishing the exterior. The building facing Wilkesboro Boulevard will house the offices, training rooms, and bedrooms. The building in the rear will house the fire engine and other equipment. Fire Chief Ken Hair hopes to open the station in June and have a grand opening ceremony July 1.

"We're excited and looking forward to getting this station open," Hair said. "We've been trying to add another station for decades. Now we'll have firefighters in the east side of town who can respond much quicker to the area. Station 3 will definitely enhance our service to the public."

Once complete, Station 3 will be home to a battalion chief, four firefighters, and one fire engine.

Read more at <http://bit.ly/2P3EOyi>



9,110
People Reached

3,490
Engagements

Boost Post

162

11 Comments 67 Shares

	Paid	Organic
Reach		9,110
Engagements		3,490
Comments		11
Shares		57



Downtown Lenoir
Published by Downtown Lenoir on April 4 at 7:38 PM

Like Page

Opening soon in Downtown Lenoir - The Salad Bar! Check them out on Facebook for updates!



6,983
People Reached

1,417
Engagements

Boost Post

227

10 Comments 59 Shares

	Paid	Organic
Reach		6,983
Engagements		1,417
Comments		18
Shares		59



Top Tweets

Impressions: Times people saw this Tweet on Twitter

Engagements: Times people interacted with this Tweet



City of Lenoir, NC @CityofLenoir

The checkered flag waves again at the 2019 NC Gravity Games & Feet Off the Street Fun Fest Saturday, April 13 in Downtown Lenoir. Plus, this year Gravity Games is going to space! Read more at <http://bit.ly/2la7Vtk>.

@Google @noscifest @appstate
@ncspacegrant pic.twitter.com/3dEkl96V1w



Reach a bigger audience

Downtown Lenoir, NC @DowntownLenoir

Are you ready for the 2019 NC Gravity Games & Feet Off the Street Fun Fest? Come on out to Downtown Lenoir this Saturday for the premier event of the @noscifest!

Sponsored by @Google @appstate @moreheadplanet
@ncspacegrant @quencitywknd @CityofLenoir

<http://downtownlenoirnc.com/nc-gravity-games-bringing-stem-education-races-science-space-exploration-downtown-lenoir/> ...
pic.twitter.com/gsuIXjdjBT

Total Twitter Followers

496

Minutes-Committee of the Whole Meeting
Tuesday, May 28, 2019

Impressions	1,944
Total engagements	48
Media engagements	30
Likes	7
Detail expands	7
Link clicks	3
Retweets	1

Impressions	510
Media views	866
Total engagements	50
Media engagements	40
Likes	4
Link clicks	3
Retweets	2
Profile clicks	1



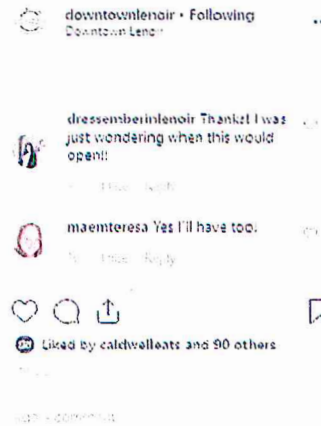
Top Instagram

Likes: The number of people who liked the post on their feed

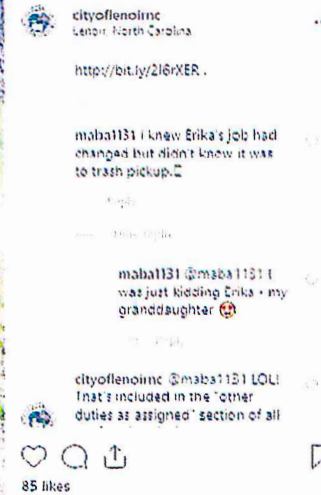
Total Instagram Followers

2,412

Minutes-Committee of the Whole Meeting
Tuesday, May 28, 2019



Likes	91
Comments	2
Views	na

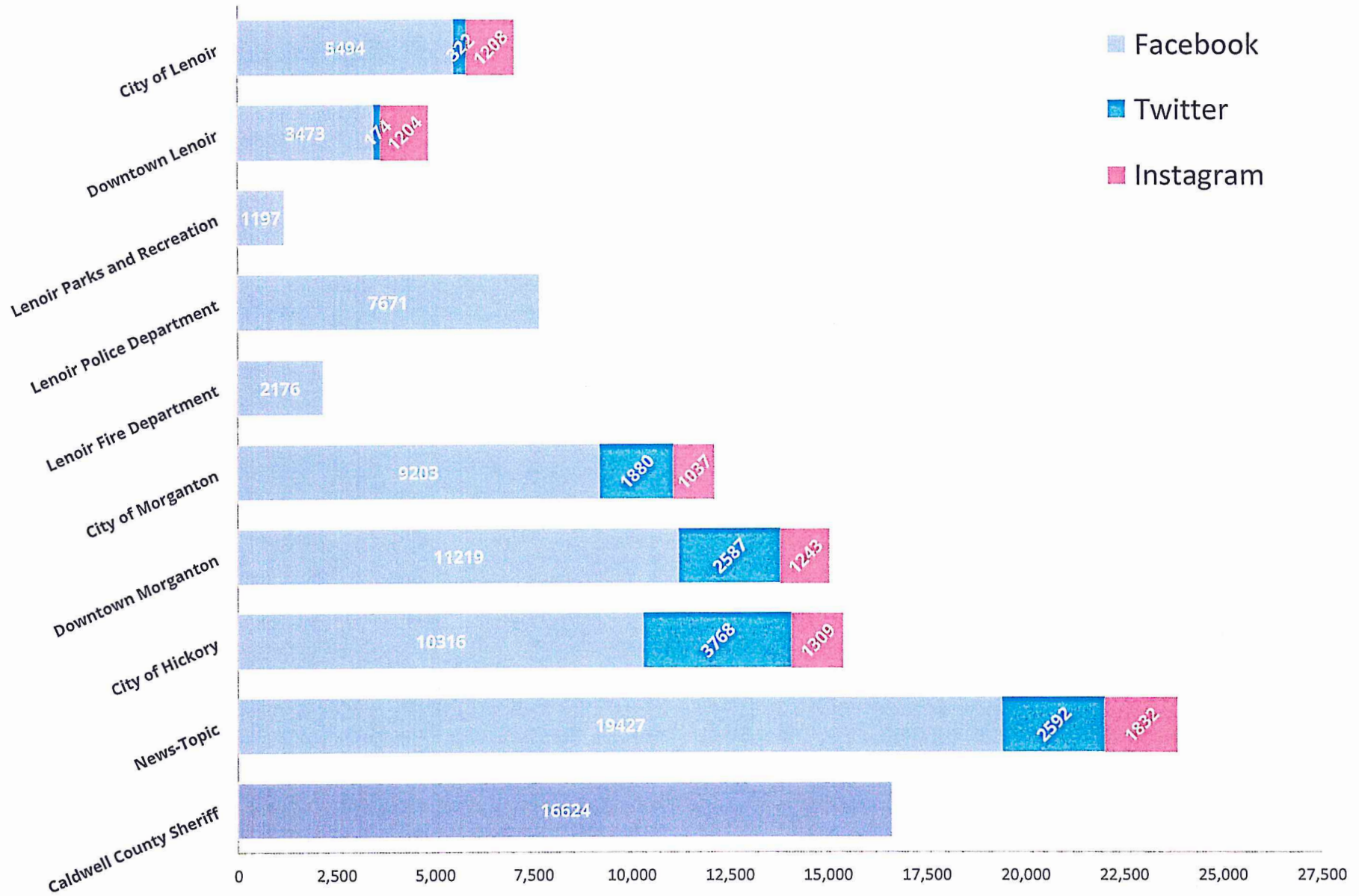


Likes	85
Comments	3
Views	na



Social Comparison

The chart below compares Lenoir's social accounts with surrounding organizations.





Questions from the public

16

Minutes-Committee of the Whole Meeting
Tuesday, May 28, 2019

I'm inquiring about the car show that will be held uptown.

How can the Girl Scout Camp in Lenoir get involved in community events?

Do we giveaway or sell mulch?

My trash didn't get picked up.

Bradford Mtn Road, lower house near the loop are putting a driveway in, not sure if they have a right of way, and they are opening a shop

Do you pick up yard debris?

The Marine Corps flag at the Veteran memorial is upside down.

Question about trash bash

What streets will be closed for the gravity games April 27?

Where can I get an application to transfer service to my name?

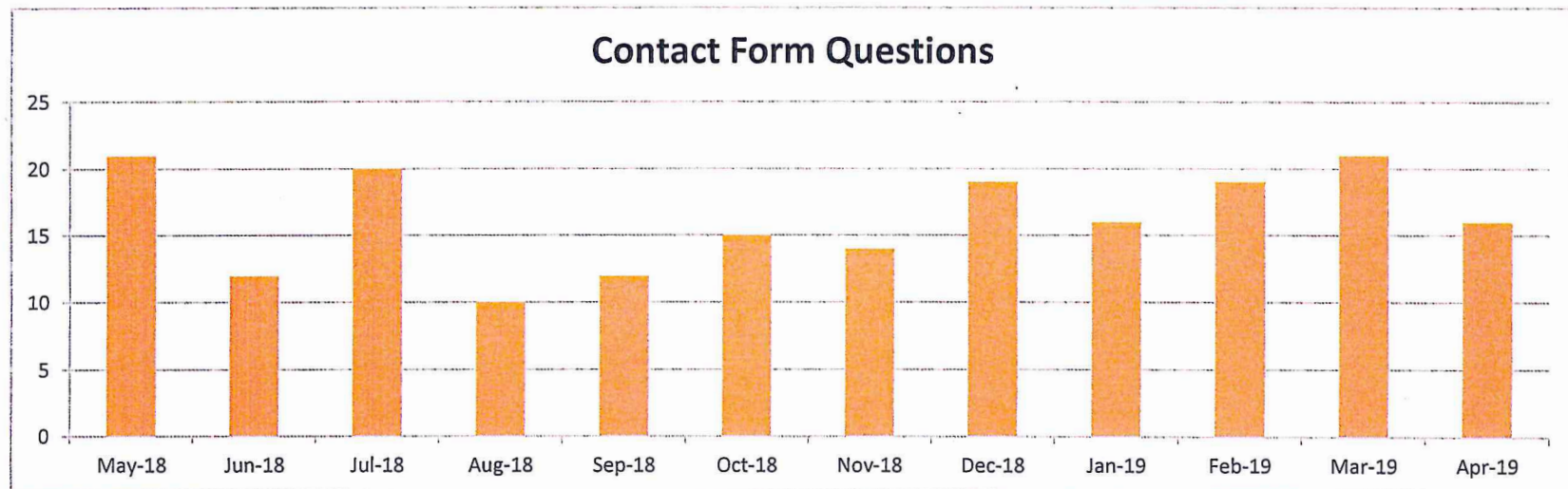
Does Lenoir no longer pick up yard waste on a regular schedule. My brush piles stay on the street for weeks before they are picked up. The service

I was wondering if you could help me know who to contact about the driveway into our business. Last year, Hwy 18, in front of our salons.

When we check our mail, it is a really hard drop off. Does the city maintain that or add gravel when needed?

Abandoned trailers on Maywood St SW

Sinkwhole at hemlock dr damaged my car. Insurance will not cover repairs, but the city didn't mark the danger. I have 2 kids and cannot afford to fi



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 2019-03:**
 - **Adjustments to the General Fund with a zero net effect to fund balance.**
 - **Adjustments to the Water/Enterprise Fund with a zero net effect to fund balance.**
 - **Adjustments to the Bernhardt Water Treatment Plant Project with a zero net effect to fund balance.**
 - **Funds Transfer for Fire Station III**

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 2019-03
18-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		2,000.00
4120	ADMINISTRATIVE	5,000.00	
4250	VEHICLE SERVICES		20,000.00
4270	ENGINEERING	10,000.00	
4311	POLICE DET.	35,000.00	
4340	FIRE SUPPORT SERVICES		25,000.00
4341	FIRE SUPPRESSION	10,000.00	
4342	FIRE PREVENTION	2,500.00	
4510	STREET ADMIN		20,000.00
4512	STREET TRAFFIC CONTROL	7,000.00	
4740	CEMETERIES		7,500.00
4930	STORMWATER	10,000.00	
6120	REC ADMIN	5,000.00	
6121	AQUATIC		20,000.00
6130	PARKS	10,000.00	
	Total Increases/Decreases	94,500.00	94,500.00
Net Effect to General Fund		-	-

Item 2: Adjustments to the Water/Enterprise Fund with a zero net effect to fund balance.

Account Number	Department	Decrease	Increase
WATER FUND			
7130	RHODHISS PLANT		65,000.00
7131	WATER DIST.	65,000.00	
Net Effect to Water Fund		-	-

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

Account Number	Department	Decrease	Increase
WATER FUND			
	BROYHILL WATER TREATMENT PROJECT		12,817.00
7131	WATER DIST.	12,817.00	
Net Effect to Water Fund		-	-

Item 4: Transfer funds for Fire Station III Capital Project.

Account Number	Department	Decrease	Increase
WATER FUND			
	Fire Station III Capital Project		275,615.00
	Appropriated Fund Balance	275,615.00	
		-	-

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Budget Amendments - Request for amendments to be made to the Fire Station III Capital Project.

II. Background Information:

Request for amendments to be made to the Fire Station III Capital Project Ordinance for the fiscal year ending June 30, 2019 as follows:

DESCRIPTION	Decrease	Increase
Loan Proceeds – Blue Ridge Electric Membership Corp.	60,000.00	
Local Funds (Transfer from General Fund)		60,000.00
Transfer for Fire Station Capital Project		60,000.00
Appropriated Fund Balance		60,000.00

This change is a result of lowering the original loan amount from \$1,360,000 to \$1,300,000 as recommended by the LGC and the City of Lenoir's auditor. This change is to account for the prepayment of the loan match from Blue Ridge Electric Membership Corporation. Staff also recommends that Council grant authority to the City Manager and the Mayor to take action(s) necessary to amend all related documents to include the Deed of Trust and all other recorded documents.

Staff Recommendation:

Approve as requested

III. Reviewed by:

City Attorney:

Finance Director: *Danna Bean*

Public Works/Public Utilities Director:

Planning Director:

Recreation Director:

Capital Project Ordinance for the City of Lenoir

FIRE STATION III CAPITAL PROJECT - REVISED

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

Section 1: The project to authorize activities for Fire Station III Capital Project to include the expenditure of loan funds and local funds for the purchase of the facility, as well as the design, construction, and project administration for Fire Station III. The project is to be funded by Rural Development Revolving Loan Fund through Blue Ridge Electric Membership Corporation and local funds

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

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

Purchase of Facility	\$ 1,028,615.00
Upfit/Renovations	\$ 400,000.00
Furnishings/Equipment	<u>\$ 207,000.00</u>
Total Expenditures	\$ 1,635,615.00

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

Rural Development Revolving Loan Fund (0% interest)	\$ 1,300,000.00
Local funding	<u>\$ 335,615.00</u>
Total Revenue	\$ 1,635,615.00

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

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

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

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

Adopted this _____ day of June, 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 Bernhardt Water Treatment Plant Improvements on the 3rd day of March, 2015 with a total project budget of \$6,657,300. This project was complete as of June, 2019 with total expenditures of \$5,718,458.59. The project finished under budget by \$938,841.41. The original local funding amount needs to be increased by \$12,817.00 due to non-reimbursable invoices.

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: 

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 Bernhardt Water Treatment Plant Improvements on the 3rd day of March, 2015 with a total project budget of \$6,657,300. This project was complete as of June, 2019 with total expenditures of \$5,718,458.59. The project finished under budget by \$938,841.41. The original local funding amount needs to be increased by \$12,817.00 due to non-reimbursable invoices.

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

The Capital Project Budget Ordinance for the Bernhardt Water Treatment Plant Improvements be closed.

Adopted this 18th day of June, 2019

_____, Mayor

Attest:

Clerk _____, City

CITY OF LENOIR CAPITAL PROJECT BUDGET ORDINANCE

BERNHARDT WATER TREATMENT PLANT IMPROVEMENTS

Account Title	Revenue
Drinking Water State Revolving Fund	\$ 6,540,000.00
Local Funds	\$ 117,300.00
Total	\$ 6,657,300.00

Account Title	Expenditures
Construction	\$ 4,415,000.00
Planning and Design	\$ 423,000.00
Construction Phase Engineering	\$ 323,000.00
Contingency	\$ 441,500.00
Closing Costs	\$ 117,300.00
Other	\$ 937,500.00
Total	\$ 6,657,300.00

Adopted this 3rd day of March, 2015

**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).
- 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.

Mt. Pilgrim Baptist Church, the adjoining property owner to the east, has made an offer to purchase the property for \$2,500. A deposit of 5% of the offer has been made with the City Clerk as required by law.

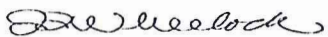
A map with parcel information is enclosed as well as the offer, bid deposit and public notice.

Note: The legal advertisement for the Notice of Offer to Purchase Real Property was published in the *News-Topic* on Friday, June 7 starting a ten (10) day upset bid period as required by NCGS 160A-269. The City did not receive any upset bids.

Staff Recommendation: Approve the Final Offer to Purchase Real Property by resolution in the amount of \$2,500 following the submission of all upset bids, and as submitted by Mt. Pilgrim Baptist Church for the property located on Beall Street (NC PIN 2749584440, former Beall Street Community Gardens).

III. **Reviewed by:**

City Attorney:

Planning Director: 



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA
RESOLUTION

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

WHEREAS, the City of Lenoir owns certain property, located on Beall Street, Lenoir, NC, NCPIN#274-95-8440, Parcel ID#06-17-2-12 and more particularly described on the following page; and

WHEREAS, North Carolina General Statute §160A-269 permits the City to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the City has received an offer to purchase the property described above, in the amount of \$2,500.00, submitted by Mount Pilgrim Baptist Church, Lenoir, NC; and

WHEREAS, Mount Pilgrim Baptist Church has paid/will pay the required five percent (5%) deposit on his offer;

NOW, THEREFORE, BE IT RESOLVED, the LENOIR CITY COUNCIL of the City of Lenoir resolves that:

1. The City Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
3. Any person may submit an upset bid to the office of the City Clerk within ten (10) days after the notice of sale is published. Once a qualifying higher bid has been received, that bid will become the new offer.
4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.
7. The terms of the final sale are that the City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset

bid period has passed, and the buyer must pay with cash, cashier's check or certified check at the time of closing.

8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate City Officials are authorized to execute the instruments necessary to convey the property to Mount Pilgrim Baptist Church, Lenoir, North Carolina.

This the 18th day of June, 2019.

SEAL

Joseph L. Gibbons, Mayor

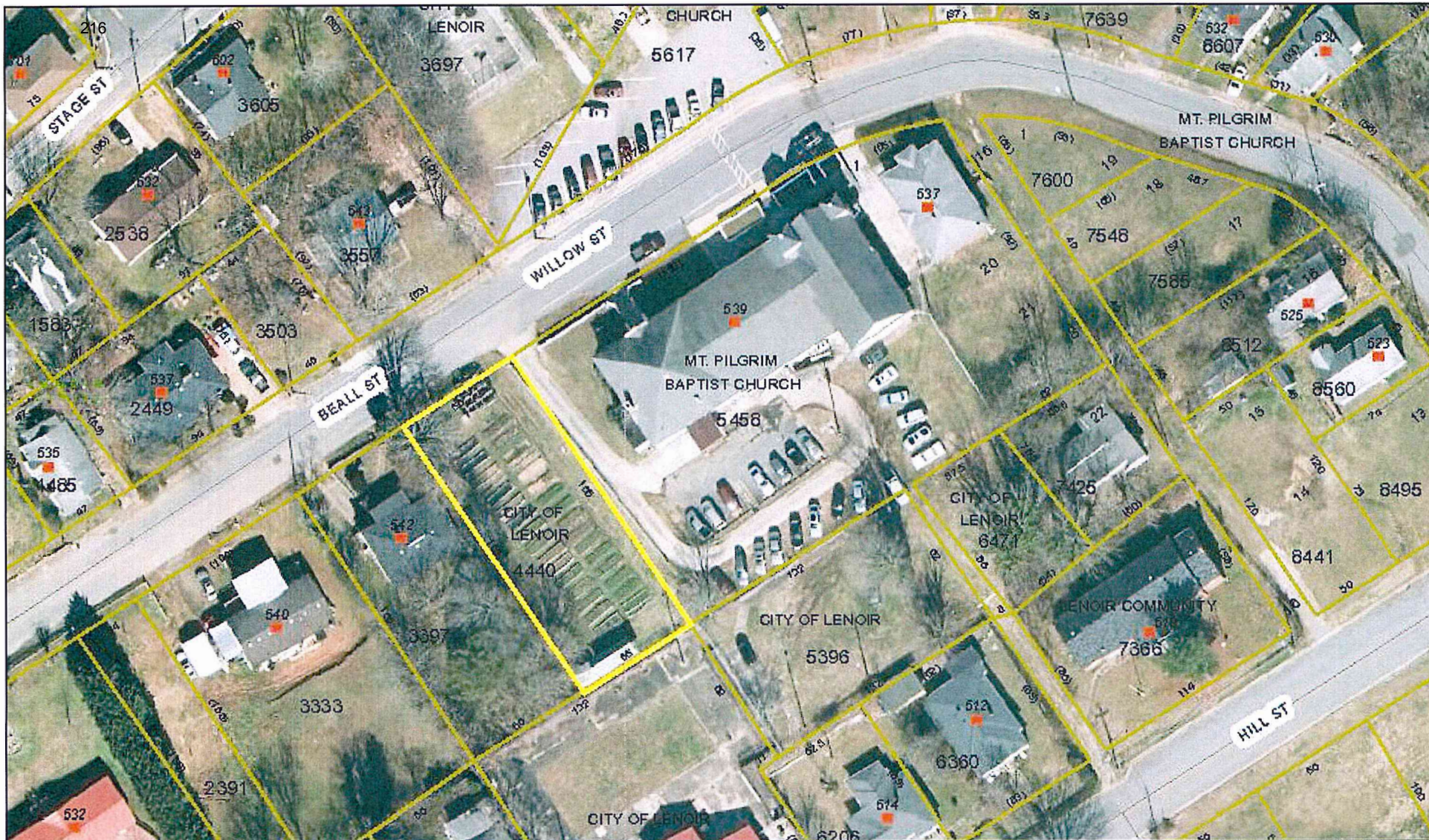
ATTEST:

Shirley M. Cannon, City Clerk

Lying and being in that part of the City of Lenoir known as West End, and also known as the Louise Hood lot. BEGINNING on a stake, corner of the school property in the South margin of the street, and runs with line of said school property South 35° East 165 feet to a stake; thence South 55° West 66 feet to a stake; thence North 35° West 165 feet to a stake in said line of street; thence with the line of the street, North 55° East 66 feet to the BEGINNING, CONTAINING 10,890 SQUARE FEET, more or less.

Being the second tract of that certain Report of Commissioners recorded in Book 162, at page 476, Caldwell County Registry.

Being the same property as conveyed by Kenneth Cameron Wakefield and Beatrice K. Patton, to Leslie D. Hines, Jr. by deed dated December 12, 1980, and recorded in Caldwell County Registry in Book 758, at Page 15.

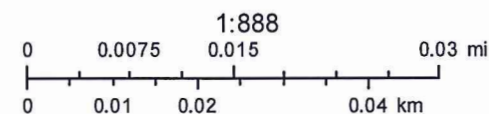


This map is NOT of land survey quality and is NOT suitable for such use.

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.)

CITY OF LENOIR
CASH RECEIPT

Receipt No: 1094162
Date: 05/31/2019
Time: 08:34:15 AM

Received From:
MOUNT PILGRIM BAPTIST C

Amount: 125.00
Paid: 125.00
Change: 0.00

For:
MISC REVENUE GENERAL 125.00
LAD BID
31933: 125.00

Received By: ER

**NOTICE OF
OFFER TO PURCHASE REAL PROPERTY
CITY OF LENOIR**

Notice is hereby given pursuant to N.C.G.S. §160A-269 that the City of Lenoir has received an Offer to Purchase of that City-owned real property located on Beall Street, Lenoir, N.C., and being approximately 0.253573 acre and being Caldwell County Tax Parcel ID #06-17-2-12 and NCPIN#2749584440. The offered purchase price is \$2,500.00 for conveyance by non-warranty deed. The property shall be conveyed "as is, where is," and the purchase and sale shall be subject to all superior liens, unpaid taxes and special assessments, if any. The City Council proposes to accept said offer.

Within ten (10) days of this notice any person may raise the bid by not less than ten (10%) of the first \$1,000.00 and five (5%) percent of the remainder and by making a deposit of five (5%) percent of such increased bid with the City Clerk. Any such bid shall be subject to further advertisement as provided in N.C.G.S. §260A-169. The City Council may at any time reject any and all bids.

**City of Lenoir
Shirley M. Cannon, MMC, NCCMC
City Clerk
801 West Avenue, NW
Lenoir, NC 28645**

Please publish on Friday, June 7.

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 1252 Fairview Dr.
- II. Background Information:** The subject structure is unfit for human habitation and attempts to achieve owner abatement have been unsuccessful. See attached time line for detailed information.
- III. Staff Recommendation:** Recommend adoption of the attached ordinance, directing staff to proceed with the demolition and removal of the structure.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director: *D. Wheelock*

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

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

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

WHEREAS, the owner of this dwelling, **Michael Lee Richmond**, 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 March 7th, 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: **1252 Fairview Dr.**
Lenoir, North Carolina.
Parcel-ID 06185 2 5
NCPIN 2748473098

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 18th day of June, 2019.

**JOSEPH L. GIBBONS
MAYOR**

ATTEST:

**SHIRLEY M. CANNON
CITY CLERK**

APPROVED AS TO FORM:

**TIMOTHY J. ROHR
CITY ATTORNEY**

Owner: Michael Lee Richmond
 Property: 1252 Fairview Dr
 NC Pin No. 2748473098
Minimum Housing Violation Timeline

<u>Date</u>	<u>Description</u>
January 1, 2018	On this date there was a fire that occurred at this property. Due to the amount of damage caused by the fire the dwelling was structurally compromised and was classified as dilapidated. The dwelling has remained vacant since the fire occurred. Numerous complaints were called in regarding the condition of the property. The initial inspection revealed that the fire burned thru the side and roof of the dwelling. The dwelling was not secure and was full of burnt trash and debris.
January 2018 thru March 2019	After the fire occurred a period of time was given to allow the police, fire, and insurance investigation to conclude. The owners began cleaning out their personal belongings. The property was monitored with hopes the owners would abate the violations and finish demolishing the structure. Owners abandoned the property after a period of time.
March 2019	The property owners began dumping debris and trash on the property. The grass was overgrown, and a junk vehicle was left on the property. After receiving complaints from neighbors, a nuisance violation case was started. The owners failed to abate the violations and the City abated the violation.
February 12, 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 and both letters were returned. Certified Mail No. 7016 2710 0001 1759 2317
March 7, 2019	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 caused by the fire and the health/safety hazard the final order was to demolish the dwelling and remove it from the property by April 8, 2019. Owner failed to contact the inspector or abate the violations. The registered mail letter was returned, but the first class letter was not. Certified Mail No. 7016 2710 0001 1759 2348
June 10, 2019	Notification was mailed to the owner informing him that the housing inspector will be submitting an ordinance to City Council for the demolition of the dwelling located at 1252 Fairview Dr. The City Council will consider this ordinance for adoption at the June 18, 2019 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir. Upon adoption of the ordinance the dwelling will be demolished and all fees accumulated from the demolition will be placed as a lien on the property. Certified Mail No. 7016 2710 0001 1759 0573
June 18, 2019	At this time, it is requested that an ordinance be passed for the demolition of the dwelling at 1252 Fairview Dr. Demolition will take place in July 2019 and all fees accumulated will be placed as a lien on the property.

Minimum Housing Violation Affidavit
(1252 Fairview Dr)

I, Zach Clark affirm that as the housing inspector for the City of Lenoir I have made every possible attempt to contact the property owners of 1252 Fairview Dr. I have exhausted all resources in the effort to find the owners and/or heirs of the property mentioned above. The dwelling is unfit for human habitation and is a health/safety hazard for nearby neighbors. At this time the best course of action to eliminate the minimum housing violations is to demolish the structure and remove all debris from the property.

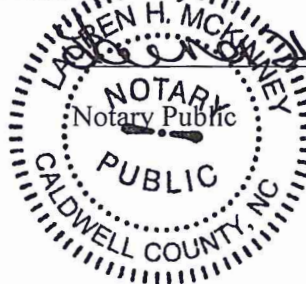
I swear that everything documented in this packet to be true and correct to the best of my information, knowledge, and belief.

6-13-19
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 13th day of June, 2019 and signed the above Affidavit as his free and voluntary act and deed.





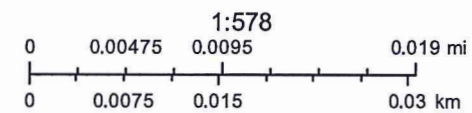
This map is NOT of land survey quality and is NOT suitable for such use.

Owner RICHMOND MICHAEL LEE
139 GINA LN APT 1A
TAYLORSVILLE, NC 28681

Acct Number 161148
Parcel ID 06185 2 5
NCPIN 2748473098

Deferred Val \$
Assessed Val \$16,900
Calc Acreage 0.47853024
Land Units 104 (FF)
Legal Desc BK 1916 PG 688 YR 2017 ST 80.00
Plat Ref /
Property Addr 1252 FAIRVIEW DR

Caldwell County



June 13, 2019

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

February 12, 2019

Michael Lee Richmond
1252 Fairview Dr.
Lenoir, NC 28645

Certified Mail: 7016 2710 0001 1759 2317

MINIMUM HOUSING VIOLATION AND HEARING NOTICE

To: **Michael Lee Richmond**, owner(s) of property located at **1252 Fairview Dr. (NC PIN:2748473098)** in the City of Lenoir, North Carolina.

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

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

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

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

G.S. 160A-428

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

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



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

Stage of the investigation

Initial Investigation ●

Final Determination ○

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

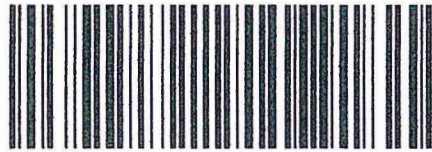
Sincerely,



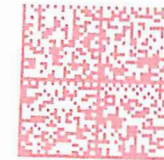
Zach Clark
Zoning and Housing Inspector
City of Lenoir Planning Department
Office: 828.757.2212
Cell: 828.394.9552

CERTIFIED MAIL®

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



7016 2710 0001 1759 2317



U.S. POSTAGE >> PITNEY BOWES



ZIP 28601 \$ 006.80⁰
02 1W
0001391273

Michael Lee Richmond
1252 Fairview Dr.
Lenoir, NC 28645

NAME _____
1ST NOTICE 2-15-19
2ND NOTICE _____
RETURN 222

NIXIE 274 DE 1 0003/07/19

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

UNC
28645-0958

BC: 28645-0958 2860-09770-07-26

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

FIRST CLASS



U.S. POSTAGE >> PITNEY BOWES



ZIP 28601 \$ 000.45⁹
02 1W
0001391273 FEB 12 2019

Michael Lee Richmond
1252 Fairview Dr.
Lenoir, NC 28645

02-13-2019

NIXIE 274 FEB 10 2019 0003/02/19

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSEE

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

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:

Michael Lee Richmond
1252 Fairview Dr.
Lenoir, NC 28645



9590 9402 2638 6336 0814 60

2. Article Number (Transfer from service label)

7016 2710 0001 1759 2317

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 | ☐ 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 (0) | |

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

\$

Sent To

Street and

City, State

Michael Lee Richmond
1252 Fairview Dr.
Lenoir, NC 28645

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

See Reverse for Instructions

7016 2710 0001 1759 2317

2/11/19
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

March 7, 2019

Michael Lee Richmond
139 Gina Ln Apt 1A
Taylorsville, NC 28681

Certified Mail: 7016 2710 0001 1759 2348

MINIMUM HOUSING VIOLATION AND ORDER TO ABATE

To: **Michael Lee Richmond**, owner(s) of property located at **1252 Fairview Dr** (PIN: 2748473098) 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. This property is in violation of the City of Lenoir Minimum Housing Standards. Due to the amount of structural damage 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 violations are abated.

Failure to abate the violations by, **(Monday April 8, 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.

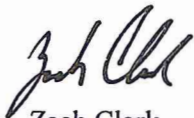
Stage of the investigation

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.

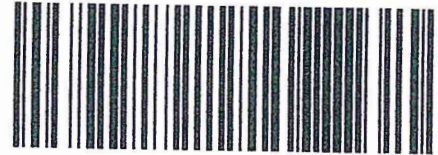
Sincerely,



Zach Clark
Zoning and Housing Inspector
City of Lenoir Planning Department
Office: 828.757.2212
Cell: 828.394.9552

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

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7016 2710 0001 1759 2348

Michael Lee R
139 Gina Ln A
Taylorsville, N

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

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

Postage

\$

Total Postage

\$

Sent To

Street and Ap.

City, State, Zi

Michael Lee Richmond
139 Gina Ln Apt 1A
Taylorsville, NC 28681

PS Form 3800, April 2015 PSN 7530-02-000-9000

3-7-19
Postmark
Here

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

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:

Michael Lee Richmond
139 Gina Ln Apt 1A
Taylorsville, NC 28681



9590 9402 2638 6336 0813 78

2. Article Number (Transfer from service label)

7016 2710 0001 1759 2348

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

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

Mail
Mail Restricted Delivery
(over \$500)

Domestic Return Receipt

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

June 10, 2019

Michael Lee Richmond
139 Gina Ln Apt 1A
Taylorsville, NC 28681

Certified Mail: 7016 2710 0001 1759 0573

RE: Minimum Housing Determination
1252 Fairview Dr
NCPIN: 2748473098

Michael Lee Richmond,

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 1252 Fairview Dr. All violations were to be abated by demolition within 30 days as instructed in the Minimum Housing Order to Abate Notice sent on March 7, 2019. All violations were to be abated by Monday April 8, 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 1252 Fairview Dr. The City Council will consider this ordinance for adoption at the June 18, 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

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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 F

\$

Sent To

Street and Apt. No., c

City, State, ZIP+4®

Michael Lee Richmond
 139 Gina Ln Apt 1A
 Taylorsville, NC 28681

PS Form 3800, April 2013 PSN 7530-02-000-9000-7 See Reverse for Instructions

6-10-19
 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 1252 Fairview Dr on Tuesday June 18, 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 Michael Lee Richmond, and any other persons having or claiming an interest in the property 1252 Fairview Dr, Lenoir NC 28645 NC Pin 2748473098 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

June 7, 14, 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 213 Sunset 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: Deleebach _____

**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, **Rachel M Minton**, 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 June 27th, 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: **213 Sunset St.**
Lenoir, North Carolina.
Parcel-ID 09191 1 35
NCPIN 2840942290

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 18th day of June, 2019.

**JOSEPH L. GIBBONS
MAYOR**

ATTEST:

**SHIRLEY M. CANNON
CITY CLERK**

APPROVED AS TO FORM:

**TIMOTHY J. ROHR
CITY ATTORNEY**

Owner: Rachel M Minton
 Property: 213 Sunset St
 NC Pin No. 2840942290
Minimum Housing Violation Timeline

<u>Date</u>	<u>Description</u>
December 18, 2017	On this date there was a fire that occurred at this property. Due to the amount of damage caused by the fire the dwelling was structurally compromised and was classified as dilapidated. The dwelling has remained vacant since the fire occurred. Numerous complaints were called in regarding the condition of the property. The initial inspection revealed that the fire burned thru the left side, roof, and rear of the dwelling. The dwelling was not secure and was full of burnt trash and debris.
December 18, 2017- May 11, 2018	After the fire occurred a period of time was given to allow the police, fire, and insurance investigation to conclude. During this period of time the dwelling was closely monitored to make sure no one was living in the dilapidated structure.
May 11, 2018	Initial minimum housing violation/hearing notice was mailed to the property owner on this date. Two copies of the letter were mailed one first class and one registered mail. Initial minimum housing letter requested that the property owner contact the housing inspector to set up time for an onsite hearing to discuss the housing violations and abatement procedures. Owner failed to contact the housing inspector after receiving the letters and both letters were returned. Certified Mail No. 7016 2710 0001 1759 1679
June 27, 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 caused by the fire and the health/safety hazard the final order was to demolish the dwelling and remove it from the property by August 30, 2018. Owner failed to contact the inspector or abate the violation and both letters were returned. Certified Mail No. 7016 2710 0001 1759 1754
June 10, 2019	Notification was mailed to the owner informing him that the housing inspector will be submitting an ordinance to City Council for the demolition of the dwelling located at 213 Sunset St. The City Council will consider this ordinance for adoption at the June 18, 2019 City Council Meeting, held in the County Chambers at 905 West Ave in Lenoir. Upon adoption of the ordinance the dwelling will be demolished and all fees accumulated from the demolition will be placed as a lien on the property. Certified Mail No. 7016 2710 0001 1759 2560
June 18, 2019	At this time, it is requested that an ordinance be passed for the demolition of the dwelling at 213 Sunset St. Demolition will take place in July 2019 and all fees accumulated will be placed as a lien on the property.

Minimum Housing Violation Affidavit
(213 Sunset 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 213 Sunset 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.

6-13-19
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 13th day of June, 2019 and signed the above Affidavit as his free and voluntary act and deed.





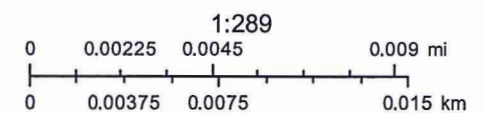
This map is NOT of land survey quality and is NOT suitable for such use.

Owner MINTON RACHEL M
213 SUNSET ST NW
LENOIR, NC 28645

Acct Number 106180
Parcel ID 09191 1 35
NCPIN 2840942290

Deferred Val \$
Assessed Val \$7,300
Calc Acreage 0.32351744
Land Units 79 (FF)
Legal Desc BK 1241 PG 590 YR 1998 ST 70.00
Plat Ref /
Property Addr 213 SUNSET ST

Caldwell County



June 12, 2019



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

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

May 11, 2018

Rachel M Minton
213 Sunset St NW
Lenoir, NC 28645

Certified Mail: 7016 2710 0001 1759 1679

**MINIMUM HOUSING VIOLATION AND
HEARING NOTICE**

TO: **Rachel M Minton**, owner (s) of property located at **213 Sunset St** (PIN: 2840942290) in the City of Lenoir, North Carolina.

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

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

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

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

G.S. 160A-428

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

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

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

Stage of the investigation

Initial Investigation XXX

Final Determination

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

Sincerely,

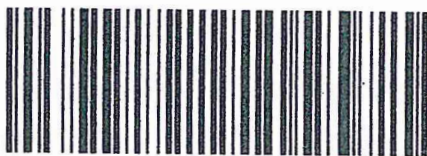


Zach Clark
Zoning and Housing Inspector
City of Lenoir Planning Department
(828) 757-2212



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



7016 2710 0001 1759 1679

GREENSBORO
NC 274
12 MAY '18
PM 3:1



U.S. POSTAGE
ZIP 28601
02 1W
000139151

Rachel M Minton
213 Sunset St NW
Lenoir, NC 28645

NAME _____

NIXIE 274 DE 1 0005/Z

RETURN TO SENDER

VACANT

UNABLE TO FORWARD

VAC

BC: 28645095858 *0880-01819-

28645095858

CITY OF LENOIR
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LENOIR, N. C. 28645-0958

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FIRST CLASS

U.S. POSTAGE
ZIP 28601
02 1W
000139151

Rachel M Minton
213 Sunset St NW
Lenoir, NC 28645

05-11-2018

NIXIE 274 FE 1081 0005/1

RETURN TO SENDER

NOT DELIVERABLE AS ADDRESSED

UNABLE TO FORWARD

*1:93260001275513

UTP

BC: 28645095858 *2180-09102-

002000 50 CROCMMP 28645

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OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Rachel M Minton
213 Sunset St NW
Lenoir, NC 28645



9590 9402 1452 5329 3836 85

2. Article Number (Transfer from service label)

7016 2710 0001 1759 1679

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

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

Mail
Restricted Delivery
(over \$500)

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

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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.

City, State, ZIP+

Rachel M Minton
213 Sunset St NW
Lenoir, NC 28645

PS Form 3800, April 2015 PSN 7530-02-000-9057

See Reverse for Instructions

7016 2710 0001 1759 1679

5/11/18
Postmark
Here

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

June 27, 2018

Rachel Minton
213 Sunset St
Lenoir, NC 28645

Certified Mail: 7016 2710 0001 1759 1754

MINIMUM HOUSING VIOLATION AND ORDER TO ABATE

To: **Rachel Minton**, owner(s) of property located at **213 Sunset St** (PIN: 2840942290) in the City of Lenoir, North Carolina.

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

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

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

G.S. 160A-428

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

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



This is the final determination for the property listed above. Owner failed to contact the housing inspector as instructed in the initial letter that was mailed on **May 11, 2018**. This property is in violation of the City of Lenoir Minimum Housing Standards. The structure is currently unsecure and is a safety hazard. Due to the amount of structural damage 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 60 days.

Failure to abate the violations by, **(August 30, 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 60 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

CERTIFIED MAIL

GREENSBORO

NC 274

28 JUN '18

CITY OF LENOIR

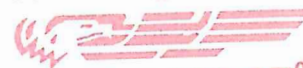
P. O. BOX 958

LENOIR, N. C. 28645-0958



7016 2710 0001 1759 1754

U.S. POSTAGE >> PITNEY BOWES

ZIP 28601 \$ 006.67⁰
02 1W
0001391513 JUN 28 2018*Vacant
cel 3/30/18*Rachel Minton
213 Sunset St
Lenoir, NC 28645NAME _____
1ST NOTICE _____
2ND NOTICE _____
3RD NOTICE _____

28645-0958113



CITY OF LENOIR

P. O. BOX 958

LENOIR, N. C. 28645-0958

PRESORTED
FIRST CLASS

U.S. POSTAGE >> PITNEY BOWES

ZIP 28601 \$ 000.45⁸
02 1W
0001391513*VAC*Rachel Minton
213 Sunset St
Lenoir, NC 28645

06-27-2018

NIXIE

274 DE 1081

0007/06/18
ZALS<-

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

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:

Rachel Minton
213 Sunset St
Lenoir, NC 28645



9590 9402 1452 5329 3825 96

2. Article Number (Transfer from service label)

7016 2710 0001 1759 1754

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
(00)

Domestic Return Receipt

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

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OFFICIAL USE

Certified Mail Fee

\$

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

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

Postage

\$

Total Postage

\$

Sent To

Street and Apt.

City, State, ZIP

Rachel Minton
213 Sunset St
Lenoir, NC 28645

6-27-18

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

June 10, 2019

Rachel M Minton
213 Sunset St
Lenoir, NC 28645

Certified Mail: 7016 2710 0001 1759 2560

RE: Minimum Housing Determination
213 Sunset St
NCPIN: 2840942290

Rachel M Minton,

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 213 Sunset St. All violations were to be abated by demolition within 60 days as instructed in the Minimum Housing Order to Abate Notice sent on June 27, 2018. All violations were to be abated by Tuesday August 30, 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 213 Sunset St. The City Council will consider this ordinance for adoption at the June 18, 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

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

Rachel M Minton
213 Sunset St
Lenoir, NC 28645

6-10-19
Postmark
Here

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

See Reverse for Instructions

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 213 Sunset St on Tuesday June 18, 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 Rachel M Minton, and any other persons having or claiming an interest in the property 213 Sunset St, Lenoir NC 28645 NC Pin 2840942290 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

June 7,14, 2019



[illegible]

10. Further to the above, the following is a list of the property located in the vicinity of the subject property:

Property Address: 10000 10th Ave, NW, Seattle, WA 98177
 Parcel: 10000 10th Ave, NW, Seattle, WA 98177

Location of the subject property is shown on the map below:
 Map: 10000 10th Ave, NW, Seattle, WA 98177

The subject property is located on the 10th Ave, NW, Seattle, WA 98177. The subject property is located on the 10th Ave, NW, Seattle, WA 98177.

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11. The subject property is located on the 10th Ave, NW, Seattle, WA 98177.

The subject property is located on the 10th Ave, NW, Seattle, WA 98177. The subject property is located on the 10th Ave, NW, Seattle, WA 98177.

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- B. The subject property is located on the 10th Ave, NW, Seattle, WA 98177.
- C. The subject property is located on the 10th Ave, NW, Seattle, WA 98177.
- D. The subject property is located on the 10th Ave, NW, Seattle, WA 98177.

The subject property is located on the 10th Ave, NW, Seattle, WA 98177. The subject property is located on the 10th Ave, NW, Seattle, WA 98177.

12. The subject property is located on the 10th Ave, NW, Seattle, WA 98177.

The subject property is located on the 10th Ave, NW, Seattle, WA 98177. The subject property is located on the 10th Ave, NW, Seattle, WA 98177.

13. The subject property is located on the 10th Ave, NW, Seattle, WA 98177.

14. The subject property is located on the 10th Ave, NW, Seattle, WA 98177.

Form No. 100-100-100-100-100

INSTRUCTIONS TO THE USER

1. The user must read the instructions carefully before using the device. The instructions are located on the inside of the cover.

2. The user must read the instructions carefully before using the device. The instructions are located on the inside of the cover.

3. The user must read the instructions carefully before using the device. The instructions are located on the inside of the cover.

4. The user must read the instructions carefully before using the device. The instructions are located on the inside of the cover.

5. The user must read the instructions carefully before using the device. The instructions are located on the inside of the cover.

- A. The user must read the instructions carefully before using the device. The instructions are located on the inside of the cover.
- B. The user must read the instructions carefully before using the device. The instructions are located on the inside of the cover.
- C. The user must read the instructions carefully before using the device. The instructions are located on the inside of the cover.
- D. The user must read the instructions carefully before using the device. The instructions are located on the inside of the cover.



THE USER MUST READ THE INSTRUCTIONS CAREFULLY BEFORE USING THE DEVICE. THE INSTRUCTIONS ARE LOCATED ON THE INSIDE OF THE COVER.

6. The user must read the instructions carefully before using the device. The instructions are located on the inside of the cover.

7. The user must read the instructions carefully before using the device. The instructions are located on the inside of the cover.

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15. The user must read the instructions carefully before using the device. The instructions are located on the inside of the cover.

16. The user must read the instructions carefully before using the device. The instructions are located on the inside of the cover.











New Board Appointments

Lenoir Tourism Development Authority**Term**

Summer Combs, General Manager, Hampton Inn

4-year

Brenda Floyd, J.E. Broyhill Civic Center Service & Catering

4-year