

**LENOIR CITY COUNCIL
TUESDAY, APRIL 6, 2021
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Ike Perkins, Ralph Prestwood, Ben Willis and City Attorney T.J. Rohr. City Manager Scott Hildebran, Police Chief Brent Phelps, and Communications Director Joshua Harris were also in attendance at the meeting.

ABSENT: Mayor Pro-Tem Crissy Thomas and David Stevens.

VIA TELECONFERENCE:

Participating via teleconference was Councilmember Todd Perdue and City Clerk Shirley Cannon.

Department Directors participating via teleconference were Finance Director Donna Bean, Fire Chief Ken Hair, Recreation Kenny Story, Planning Director Jenny Wheelock, Economic Development Director Kaylynn Horn, Public Utilities Director Radford Thomas, and Public Works Director Jared Wright.

Also participating via teleconference was Carmen Boone, *News Topic*.

I. CALL TO ORDER

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

PROCLAMATION; KEEP LENOIR

LITTER FREE: B. On behalf of City Council, Mayor Gibbons presented a proclamation to Donnie Potter, Caldwell County Commissioner, proclaiming Wednesday, April 14 as the City of Lenoir and Caldwell County's joint Litter Sweep Event throughout the City of Lenoir. Caldwell County's Litter Sweep Day will be held on Saturday, April 17.

Mayor Gibbons remarked the City of Lenoir and Caldwell County are making a great joint effort to help keep our community free of litter and he encouraged all residents to participate in both of these worthy events.

Commissioner Potter thanked City Council for the proclamation and for all their support. He remarked this is the first time Caldwell County has organized a litter sweep campaign and he invited all interested individuals to sign up on the County's website in order for the County to have a record and be able to have their supplies ready on litter sweep day.

**PROCLAMATION; NATIONAL PUBLIC SAFETY
TELECOMMUNICATORS WEEK:**

- C. On behalf of City Council, Mayor Gibbons presented a proclamation to Brent Phelps, Chief of Police, proclaiming the week of April 11 through April 17 as

“National Public Safety Telecommunicators Week” in the City of Lenoir.

Chief Phelps thanked City Council for the recognition and stated telecommunicators are a vital part of providing public safety for the community. He emphasized the job could not be done without them and the Department was fortunate to have such a great Staff.

**2020 ANNUAL REPORT;
POLICE DEPARTMENT:**

D. Brent Phelps, Chief of Police, presented the Department’s 2020 Annual Report to City Council. A copy of the full report is available on the City’s website at www.cityoflenoir.com/police.

Chief Phelps reported Communications received 39,364 calls with 4,696 of these calls being for 911 purposes. The Patrol Division received 22,932 service calls and conducted 691 follow-up calls, which is a vital part of their service to the community. Also, he shared the Investigations Division handled 1,933 criminal cases and collected 44,917 pieces of evidence of which the majority has been digitalized due to their use of body cameras. They also investigated 234 nuisance cases of which 116 were owner abated and 12 abated by the City.

Chief Phelps further shared there were 250 drug charges along with \$354,831 illegal narcotics seized (this number includes assists.) In addition, he stated there were 50 overdoses and the drug Narcan was used 22 times resulting in 22 lives being saved. Chief Phelps stated officers participated in 7,109 total training hours for the year and pointed out Mr. Hildebran and he received an Equitable Leadership Certificate through Lenoir Rhyne University’s Equity & Diversity Institute upon their completion of the course.

Next, Chief Phelps reported K9 Major and K9 Uwais completed their certification and he informed Council the Department has reviewed and revised 5 of their departmental policies including use of force, search and seizure, firearms, body worn cameras and personal appearance.

In conclusion, Chief Phelps stated the Department is working on a new patrol car design and color due to their current blue color no longer being available from their supplier. Staff will share the new design and color with City Council in the near future. Also, Chief Phelps referred to Scott Kannup’s recent retirement in February and mentioned two additional sergeants may retire this year. He pointed out the Department is currently conducting leadership training and also cross training employees in different positions in order to make sure the Department is well prepared in the future.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

A. Upon a recommendation by City Manager Hildebran, the following

Consent Agenda items were submitted for approval.

1. Minutes: Approval of the minutes of the City Council meeting of Tuesday, March 16, 2021 as submitted.
2. Minutes: Approval of the budget minutes of the Committee of the Whole meeting of Tuesday, March 23, 2021 as submitted.
3. Revised Minutes: Approval of the revised Committee of the Whole minutes of Tuesday, August 25, 2020 as submitted to include approval of the following section that was inadvertently omitted from the prior minutes: II. A. Ordinance, Amending Chapter 12-Nuisances, Related to Disease Vector Species, Providing for Severability, Codification, and an Effective Date. (A copy of the revised section of the August 25, 2020 minutes and approved Nuisance Ordinance are hereby incorporated into these minutes by reference. Refer to pages 92-97.)
5. Authorizing Resolution; Bernhardt Transportation, LLC: Approval of a resolution authorizing lease of City property for a term of one year to Bernhardt Transportation, LLC at a rate of \$1,500.00 monthly or \$18,000.00 per year. (A copy of the authorizing resolution, lease agreement and maps are hereby incorporated into these minutes by reference. Refer to pages 98-110.)
6. Resolution; Spring Litter Sweep Day: Approval of a resolution encouraging residents to help keep Lenoir litter free. With the full support of City Council, City Staff will pick up litter in Lenoir on Wednesday, April 14, 2021, during the annual City of Lenoir Employee Spring Litter Sweep Day. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 111.)
7. Proclamation; National Public Safety Telecommunicators Week: Approval of a proclamation proclaiming the week of April 11 through April 17 as "National Public Safety Telecommunicators Week" in the City of Lenoir. (A copy of the proclamation is hereby incorporated into these minutes by reference. Refer to page 112.)

Councilmember Perdue asked for City Council to recuse him from voting on Item. 4. Change Order No. 3 due to a business conflict.

1st Motion

Upon a motion by Councilmember Willis, Council voted 4 to 0 to recuse Councilmember Perdue from voting on Item 4. Change Order No. 3 as requested.

4. Change Order #3; Lower Creek WWTP Biosolids Improvements Project: Approval of Change Order #3 as recommended by McGill Associates for the Lower Creek Wastewater Treatment Plant Biosolids Improvements project in the amount of \$26,745.97. (A copy of Change Order No. 3 is hereby incorporated into these minutes by reference. Refer to pages 113.)

2nd Motion

Upon a motion by Councilmember Prestwood, Council voted 4 to 0 to approve Change Order #3 as recommended by McGill Associates for the Lower Creek Wastewater Treatment Plant Biosolids Improvements project in the amount of \$26,745.97.

3rd Motion

Upon a motion by Councilmember Willis, Council voted 5 to 0 to approve Items 1, 2, 3, 5, 6 and 7 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

APRIL

CALENDAR: 1. The calendar for the month of April will be submitted to Council listing various meetings and events.

LENOIR TOURISM DEVELOPMENT

AUTHORITY: 2. The Lenoir Tourism Development Authority will conduct a virtual meeting on Thursday, April 8 at 4:00 p.m.

LENOIR BUSINESS ADVISORY

BOARD: 3. The Lenoir Business Advisory Board will conduct a virtual meeting on Thursday, April 8 at 6:00 p.m.

CITY/COUNTY SERVICES

COMMITTEE: 4. The City/County Services Committee will conduct a virtual meeting on Monday, April 12 at noon.

EDC: 5. The Caldwell County Economic Development Commission (EDC) will conduct a virtual meeting on Tuesday, April 13 at 8:00 a.m.

ABC BOARD: 6. The ABC Board will conduct a virtual meeting on Thursday, April 15 at 2:00 p.m.

DATE CHANGE; CITY COUNCIL MTG.:

7. City Council will meet on Monday, April 19 at 6:00 p.m. in the City/County Chambers in lieu of its regular monthly meeting of Tuesday, April 20.

B. ITEMS FOR COUNCIL ACTION

AUTHORIZING RESOLUTION; STATE LOAN/GRANT ASSISTANCE; FINLEY AVENUE WATER IMPROVEMENTS PROJECT:

1. Staff recommends approval of an authorizing resolution to authorize the City Manager to file an application with the state of North Carolina for a state loan and/or grant aid to aid in the construction of the Finley Area Water System Improvements Project.

A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 104.)

City Manager Hildebran explained the City's application did not get funded in the fall due to state funding and Staff was requesting authorization to re-file another application prior to the state's deadline of April 30, 2021.

Upon a motion by Councilmember Beal, Council voted 5 to 0 to approve the Authorizing Resolution authorizing the City Manager to proceed with re-filing an application with the state of North Carolina for a state loan and/or grant aid for the Finley Area Water System Improvements Project as recommended by City Staff.

ORDER OF ABATEMENT; 1921 MARIGOLD LANE:

2. Staff recommends approval of an Order of Abatement for property located at 1921 Marigold Lane, Parcel ID#03-53-2-16 and NCPIN#2768107707 directing Staff to abate the Minimum Housing Order by demolishing the structure as recommended by City Staff.

A copy of the Order of Abatement is hereby incorporated into these minutes by reference. (Refer to pages 105-107.)

City Manager Hildebran pointed out the property is dilapidated and referred to the submitted photos in the agenda packet. He also clarified the City has not received any response from the property owner.

Upon a motion by Councilmember Willis, Council voted 5 to 0 to approve the Order of Abatement for property located at 1921 Marigold Lane as described above and as recommended by City Staff.

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

BOARD RE-APPOINTMENTS;

BOARD OF ADJUSTMENTS:

- A. On behalf of City Council, Mayor Gibbons recommended that Jeff Church and Leah Hamilton be re-appointed to serve a three-year term on the Board of Adjustments. These individuals were announced at the March 16 City Council meeting.

Upon a motion by Councilmember Prestwood, Council voted 5 to 0 to re-appoint Jeff Church and Leah Hamilton to serve a three-year term on the Board of Adjustments as recommended by Mayor Gibbons.

TERMS FOR BOARDS/COMMISSIONS:

- B. City Manager Hildebran informed Council that beginning July 1, 2021, all board members will serve a term beginning July 1 through June 30 in order to make the process of re-appointments more consistent and easier for record keeping purposes.

**UPCOMING SPECIAL RECOGNITION; HIBRITEN
HIGH SCHOOL MEN'S SOCCER TEAM:**

- C. Mayor Gibbons reported the Hibriten High School Men's Soccer Team and coaches will be recognized at the April 19 City Council meeting for being the 2020-2021 North Carolina High School Athletic Association's State First Runner-Up Champions. He commended the team and coaches for all their hard work and outstanding season.

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

- A. Councilmember Perkins thanked Communications Director Joshua Harris and Public Works Director Jared Wright for being guests on his program "Straight Talk" and providing information about the City's litter sweep campaign. Mr. Perkins thanked them for their service and for all they do for the citizens of Lenoir.

**COMMENDED; COUNCILMEMBER
BEN WILLIS:**

- B. On behalf of City Council, Mayor Gibbons commended Councilmember Ben Willis for his tenure on the North Carolina League of Municipalities Board of Directors. Mr. Willis has served two terms as District 10 Director.

Mr. Willis thanked City Council and shared the League is in the process of appointing new Board members. He remarked the League represents all of the North Carolina communities and towns well.

X. ADJOURNMENT

- A. There being no further business, the meeting was adjourned at 7:11 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

REVISED MINUTES-AMENDMENT IN BOLD

**COMMITTEE OF THE WHOLE
CITY HALL, THIRD FLOOR
TUESDAY, AUGUST 25, 2020
8:30 A.M.**

PRESENT: Committee members, Joe Gibbons, Crissy Thomas, Ralph Prestwood, Ike Perkins, and David Stevens.

ABSENT: Councilmember Jonathan Beal and Joshua Harris, Communications Director.

STAFF PRESENT: City Manager Scott Hildebran and City Clerk Shirley Cannon.

VIA TELECONFERENCE:

Participating via teleconference were Councilmembers Todd Perdue and Ben Willis, Fire Chief Ken Hair, Finance Director Donna Bean, Police Chief Brent Phelps, Recreation Director Kenny Story, Main Street Director Kaylynn Horn, Planning Director Jenny Wheelock, Public Utilities Director Radford Thomas, Public Works Director Jared Wright and Garrett Stell, *News-Topic*.

I. CALL TO ORDER

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

II. **B. Ordinance-Nuisances: Amending Chapter 12-Nuisances, Related to Disease Vector Species, Providing for Severability, Codification, and an Effective Date.**

A copy of the Ordinance is hereby incorporated into these minutes as information.

A public hearing was held at the City Council meeting on Tuesday, August 18, 2020 for consideration of approval of an Ordinance amending Chapter 12-Nuisances. Action was deferred by Council until the August 25, 2020 Committee of the Whole meeting in order to meet the state's guidelines for public hearings.

Motion

Upon a motion by Councilmember Perkins, City Council voted 7 to 0 to approve the Ordinance Amending Chapter 12-Nuisances, Related to Disease Vector Species, Providing for Severability, Codification, and an Effective Date as submitted. The City's Code of Ordinances will be amended to reflect this change.

III. CITIZEN COMMENT PERIOD

IV. COMMITTEE ITEMS

A. Public Utilities: Public Utilities Director Radford Thomas reported on the following items:

1. Update; Biosolids Project: Director Thomas presented a slide show of the construction

**AN ORDINANCE OF THE CITY COUNCIL OF LENOIR,
NORTH CAROLINA, AMENDING CHAPTER 12 - NUISANCES,
RELATED TO DISEASE VECTOR SPECIES, PROVIDING FOR
SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Whereas, Chapter 12 currently addresses nuisance conditions related to harboring pests or creating breeding grounds for the same, but does not specifically address rabies-vector species; and

Whereas, From time-to-time staff fields complaints related to raccoons, bats, and other rabies-vector species, in addition to the more common complaints related to other disease-vectors and pests such as mosquitos, rats, and snakes, which are already specifically addressed in the nuisance ordinance; and

Whereas, Property conditions that harbor snakes, rats, and mosquitos may be different than conditions promulgating rabies-vector species, but the control of all of these types of nuisances is vital to maintaining a healthy and safe community; and

Whereas, the Lenoir City Council hereby finds and declares that this ordinance and these amendments are in the best interest of the public health, safety, and welfare; and

NOW, THEREFORE, LET IT BE ENACTED BY THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA, AS FOLLOWS:

SECTION 1. Chapter 12 of the Code of Ordinances, City of Lenoir, North Carolina, "Nuisances" is hereby amended to read as follows:

ARTICLE 1. – IN GENERAL

Sec. 12-1. Designation of nuisances.

- (a) No occupant or owner of any building, structure, dwelling, dwelling unit or vacant lot of land shall place, leave or allow anything which is unsightly as to create a nuisance, including but not limited to the following:
- (1) Refuse, debris, dead animals, stagnant water, rubbish, decayed vegetables and fruits, and household garbage;
 - (2) Stables, lots or shelters for animals causing an offensive odor;
 - (3) Appliances, including but not limited to any icebox, refrigerator, stove, dishwasher, freezer, clothes washer or dryer, or television;
 - (4) Machinery, to include but not be limited to, any mowers or parts thereof or any used vehicle part, or other item which is either in a wholly or partially wrecked, junked, dismantled or inoperative condition and which is not enclosed within a building (this section shall not apply to authorized junk dealers);

- (5) Used equipment, including but not limited to worn-out furniture or building materials which are not being used during construction; or
- (6) Outside storage of wood products being used as firewood which are not stacked.
- (b) This section shall apply to any item that may cause injury to the health, safety or general welfare of any other person, or that is unreasonably detrimental to neighboring properties. All properties within the city limits shall remain clean and in such order as to not harbor or attract disease vector species and pests (including but limited to rodents, snakes, mosquitos, cockroaches, raccoons, skunks), rats or any other vermin. ~~This section shall apply to any such item which remains on the same property of the same occupant for a period not less than 15 days. This section shall not apply to authorized junk dealers.~~
- (c) Any person violating, failing, refusing or neglecting to comply with any of the provisions of this section shall be subject to a civil penalty. This provision is adopted pursuant to and in accordance with G.S. 160A-175(c). Failure to abate a violation may also constitute a misdemeanor or infraction pursuant to G.S. 14-4, as provided in Sec. 1-15(h) of the Lenoir City Code.
- (d) Any nuisance violation that constitutes an immediate and substantial risk of harm shall constitute a misdemeanor offense pursuant to G.S. 14-4.
- (e) The Lenoir Planning Department and the Lenoir Police Department shall have the authority to enforce the provisions of this Chapter.

ARTICLE II. – PUBLIC NUISANCES

Sec. 12-12. Nuisances declared.

(a) The following enumerated and described conditions are hereby found, deemed and declared to constitute a detriment, danger and hazard to the health, safety, morals and general welfare to the inhabitants of the city or are unsightly, unattractive and contribute measurably to visual blight within the city, and are found, deemed and declared to be public nuisances wherever the same may exist and the creation, maintenance or failure to abate any nuisances is hereby declared unlawful.

- (1) Any condition which is a breeding ground or harbor for mosquitoes or a breeding ground or harbor for rats, snakes, or other pests or disease vectors, including but not limited to raccoons, bats, and skunks, or has the potential for becoming a breeding ground or harbor for such pests;
- (2) A growth of weeds, grasses and/or other vegetation on one's residential, business, or vacant lot which is over 12 inches in height on the average. It will be the responsibility of the owner to cut and remove all weeds and other overgrown vegetation as often as necessary so as to comply with the provisions of this section. This provision shall not apply to lots greater than one acre. Lots that are larger than one acre will only be required to be maintained to this provision if and only if adjacent property is occupied by a

dwelling, commonly used structure or building and said dwelling, structure, or building is within a distance of 100 feet to the adjacent property line. If this occurs then the owner will be responsible for cutting and removing all overgrown vegetation within a 20-foot border along occupied lots and street frontage. This provision will not apply to wooded vacant lots that are more than 75 percent covered with mature trees, or property that consist of ravines, creek banks, or severe slopes which may cause the maintenance process to be dangerous or unsafe. Furthermore this provision will not apply to vacant lots that are larger than three acres in size;

- (3) A place of vines, shrubs or other vegetation over eight inches in height when such vines, shrubs or vegetation are a focal point for any other nuisance enumerated in this Code; provided, the nuisance herein defined by this subsection shall be cleared and cut only when it is necessary to abate any other nuisance described in this section;
- (4) A place of growth of noxious vegetation, including poison sumac (*Rhus vernix*), poison ivy (*Rhus radicans*) or poison oak (*Rhus Toxicodendron*), in a location likely to be accessible to the general public;
- (5) Any hedge, shrubbery, tree or plant along any street, alley or sidewalk planted closer than 18 inches or extending closer than 12 inches or lower than 14.5 feet to such street, alley or sidewalk, or any of the above-mentioned vegetation that obscures clear vision for a distance of 15 feet from the intersection of one street with another;
- (6) An open place of collection of water for which no adequate natural drainage is provided and where insects tend to breed or which is or is likely to become a nuisance or a menace to public health;
- (7) A collection place, storage or accumulation of lumber, bricks, blocks, nails, building hardware, roofing materials, scaffolding, masonry materials, electrical supplies or materials, plumbing supplies or materials, heating and air conditioning supplies or material or any other type of old or unusable building supplies (especially those with nails, staples or sharp objects and edges) unless such conditions are temporary in nature and caused by a current construction project in progress pursuant to a lawfully issued building permit;
- (8) A collection place, storage or accumulation for garbage, garbage bags, food and kitchen waste, litter, animal waste, trash and refuse or any other rotten or putrescible matter of any kind;
- (9) Hides, dried or green, provided the same may be kept for sale in the city when thoroughly cured and odorless;
- (10) Deteriorated or dilapidated sheds, outbuildings, garages or other uninhabited structures which have collapsed, partially collapsed or are likely to collapse; or pose a danger of fire, is or is likely to become a breeding place or habitat for rats, mice and other pests; or present a risk of injury to neighborhood children who are likely to be attracted to the place or to adjacent property and property owners;
- (11) The use of carports, open porches, decks, open garages and other outdoor areas that are visible from the streets as a storage or collection place for boxes, appliances, furniture (not including outdoor furniture), tools, equipment, junk, garbage, old, worn out, broken or discarded machinery and equipment, cans, containers, household goods or other similar conditions that increase the likelihood of a fire; may conceal dangerous conditions; may be a breeding place or habitat for mice, rats or other pests; or create an unattractive condition or visually blighted property;

- (12) The placement, storage or use of upholstered sofas, couches, chairs or other indoor furniture, appliances, seats removed from motor vehicles or other furniture not intended for outdoor use by the manufacturer used on any open porch, carport, stoop, deck, veranda, terrace, patio or other outdoor area that is visible from nearby streets or sidewalks;
- (13) A collection place, storage or accumulation of old, worn out, broken or discarded machinery, vehicle parts, junk, tires, tire rims and tubes, metal products, old clothes, rags, furniture, stoves, refrigerators, appliances, cans and containers, household goods, mattresses, boxes, paper, plumbing or electrical fixtures, glass products, brush, limbs, fencing materials, wood products (not including firewood);
- (14) Any improper or inadequate drainage on private property which causes flooding, interferes with the use or endangers in any way the streets, sidewalks, parks or other municipal property of any kind;
- (15) Failure to clean or clear a public street of mud and debris related to a construction, timbering, or other similar land use project within 12 hours after notification by the city for major and minor thoroughfares or within 24 hours after such notification for collector and local streets; however, if it is found by the city that the situation is causing a clear and present danger or hazard to traffic or the general public, such cleaning or clearing may be required to take place as soon after notification as practicable; and
- (16) Any other condition specifically declared to be a danger to the public health, safety, morals and general welfare of inhabitants of the city and declared to be a public nuisance by the city council. Proceedings to abate the violation(s) may be initiated by the city prior to the nuisance declaration of the city council after giving written notice thereof. Such notice shall state the condition existing, the location of the violation and that the city council will be requested, after public hearing at which the person notified may appear and be heard, to declare that the conditions existing constitute a danger to the public health, safety, morals, and general welfare of the city inhabitants and a public nuisance. After such declaration by the city council, in the form of an ordinance, the condition will be abated as provided for in this chapter.
- (17) Property owners are required to maintain any area of their property which is located between a public sidewalk and the curb of a paved street in accordance with the guidelines set forth in this section.

(b) Appeal from a notice of violation initiated by the city council shall be made to county superior court within 30 days following the issuance of such order.

SECTION 2. SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 3. CODIFICATION. The City Clerk shall cause the Code of Ordinances of Lenoir, North Carolina to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 4. EFFECTIVE DATE. This ordinance takes effect upon adoption.

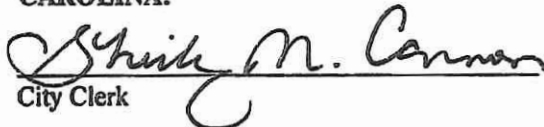
DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of Lenoir, North Carolina, by the City Clerk of the City of Lenoir, North Carolina, this 8th day of and this August day of N/A, 2020.

DONE, THE PUBLIC HEARING, AND ENACTED ON FINAL PASSAGE, by an affirmative vote of the a majority of a quorum present of the City Council of the City of Lenoir, North Carolina, at a regular meeting, this 25th day of August, 2020.

BY THE MAYOR/MAYOR PRO TEMPORE OF THE CITY OF LENOIR, NORTH CAROLINA:


Mayor/Mayor Pro Tempore

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA:


City Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

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SEAL

Resolution Leasing Property for One Year or Less

WHEREAS, the City of Lenoir owns the improvements and lands located within the property described in Book 1094, at Page 1690, and located northwest of the City Public Services Complex and including the paved parking areas, the Garage Building and the rear parking area, located at 510 Greer Circle that it does not currently have use for; and

WHEREAS, Bernhardt Furniture Company (parent company of Bernhardt Transportation, LLC) owns adjoining lots and buildings; and

WHEREAS, the City and Bernhardt Transportation, LLC have agreed upon a lease, under which Bernhardt Transportation, LLC will lease a portion of the city's lot/building for the term of one year beginning January 1, 2022, for a consideration of \$18,000, payable in twelve (12) monthly payments; and

WHEREAS, North Carolina General Statute § 160A-272 authorizes the city to enter into leases of one year or less upon resolution of the City Council adopted at a regular meeting; and

WHEREAS, the City Council is convened in a regular meeting;

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

The City Council hereby approves lease of the city property described above to Bernhardt Transportation, LLC and directs the City Manager to execute any instruments, including terms and conditions necessary to execute the lease.

Adopted this the 6th day of April, 2021.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk

Prepared by: Groome, Tuttle, Pike & Blair, RLLP

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

LEASE AGREEMENT

This Lease Agreement, made and entered into this ____ day of _____, 2021, by and between CITY OF LENOIR, a North Carolina municipal corporation of Caldwell County, North Carolina, (hereinafter called "Lessor"), and BERNHARDT TRANSPORTATION, LLC, a North Carolina limited liability company, with its principal office located in Lenoir, Caldwell County, North Carolina, (hereinafter called "Lessee");

WITNESSETH:

1. Demise of Premises. Lessor leases unto Lessee the real property and the building thereon (hereinafter called "Premises") which is located in the City of Lenoir, Caldwell County, North Carolina, subject to the Reservations set forth herein, and described more particularly as follows:

The improvements and lands located within the property described in Book 1094, at Page 1690, and located northwest of the Public Works/Public Utilities Office Building and including the paved parking areas, the Garage Building and the rear parking area, but excluding the Used Oil Containment Building. See attached map of leased area which is incorporated herein by reference.

2. Term of Lease.

A. The original term of this Lease shall be for One (1) year and the commencement date shall be January 1, 2022. If requested, the parties shall execute a short form Memorandum of Lease in recordable form containing such matters as the parties may agree upon including, however, as a minimum, the commencement date and the expiration date (which date shall be One (1) year from said commencement date).

B. This lease is subject to certain Reservations by Lessor as set forth below:

a. In the area designated on the attached map, Lessor retains the exclusive right and option to use the wash bay and equipment in the Garage Building on Wednesday of each week. Lessee agrees to not interfere with Lessors use of the Garage premises on Wednesdays. Lessor staff will exercise due care and diligence in the use of the wash bay.

b. In the area designated on the attached map, Lessor retains the right to have parking and storage in the paved parking areas for its Public Works/Public Utilities Office Building including an area adequate to install a covered shed and including an adequate physical area sufficient to construct a chain link fence, installation of additional gates, and new secondary traffic patterns throughout the facility. Lessor agrees to cooperate with Lessee in carrying out such reservations should Lessor determine such reservations are necessary.

c. In the area designated on the attached map, Lessor retains the right to have secure storage of new rollout garbage carts on the demised premises. Such secure storage shall be inside an Enclosed Material Storage Trailer (53 ft) which shall be provided by Lessee at no cost to Lessor.

3. Rentals.

Lessee shall pay rental to Lessor at a rate of One Thousand Five Hundred (\$1,500.00) Dollars per month or \$18,000.00 per year. Rental shall be due and payable in twelve (12) equal monthly installments of One Thousand Five Hundred (\$1,500.00) Dollars each, in advance, on the first (1st) day of each calendar month for and during the term.

In addition, Lessee shall carry, at its own expense, policies of property insurance with extended coverage insuring Lessee's personal property located on the premises against loss or damage to its furnishings, fixtures, inventory, equipment and other property situated or placed upon, in or about the Premises with companies and in amounts acceptable to itself.

4. Acceptance of Premises. Lessee acknowledges that the act of taking possession of the premises shall constitute acceptance thereof and conclusive evidence that Lessee has inspected and examined the entire premises and utility installations and that the same were, and are, in good and satisfactory condition, and Lessee accepts the same "as is".

5. Assignment or Subletting. Lessee shall not have the right to assign the Lease or to sublet the Premises in whole or in part without the prior written consent of Lessor. If Lessee is a corporation, then the passage of control of Lessee to parties other than those who presently control Lessee, as of the date of this Agreement, shall constitute an assignment of this Lease.

6. Compliance with Legal Requirements. Both parties shall comply with all the legal requirements of any governmental or quasi-governmental body including City, County, State or Federal boards having jurisdiction thereof, respecting any operation conducted or any equipment, installations or other property placed upon, in or about the Premises. Both parties shall neither create nor permit the creation of any nuisance upon, in or about the Premises, and neither shall not make any offensive use thereof.

7. Utilities. Lessee shall pay for all water and sewer services consumed or used on the Premises. Lessor shall pay for electricity and gas service to the premises. The lack of availability or failure of utility service shall not be deemed constructive eviction.

8. Additions, Alterations, Changes and Improvements. Lessee shall not make, nor have the right to make any alterations, changes or improvements, structural or otherwise, in or to the Premises without Lessor's prior written consent. If such consent is given, all such alterations, changes and improvements, shall be promptly made in a workman-like manner, be promptly paid for allowing no liens to attach either to the Premises or to Lessor's interest therein, and shall become the property of Lessor at the termination of this Lease Agreement. Lessor shall have the right to require Lessee to provide such assurances as Lessor shall reasonably require (such as bonds, escrows, etc.) to protect Lessor against unpaid-for work.

9. Repairs. Lessor shall not be responsible for making any repairs including

structural repairs and repairs of a capital nature to the exterior walls and to the roof. Lessee shall at its own expense keep and maintain all the premises and all parts and systems thereof including all repairs to windows and/or plate glass, and all utility installations and equipment (including repairs of a capital nature), in good maintenance, replacement and repair, properly painted and decorated. All repairs shall be performed in a prompt, workman-like manner, shall be promptly paid for by Lessee and no liens shall be allowed to attach either to the Premises or to Lessor's interest therein. Other than as specifically stated herein, Lessor has no obligation to make any repairs.

10. Safe and Sanitary Conditions. Lessee shall not permit, allow or cause any act or deed to be performed upon, in or about the premises which shall cause or be likely to cause injury to any person or to the Premises, the building or improvements located thereon, or to any adjoining property. Lessee shall at all times keep the premises in a neat and orderly condition and keep the premises and the entryways, parking areas, sidewalks and delivery areas adjoining the premises clean and free from rubbish, dirt, snow, standing water and ice.

11. Trade Fixtures. Lessee shall be permitted to install trade fixtures on the premises. In addition, Lessee shall be permitted to remove said trade fixtures installed during the term of this lease from the premises upon the termination of this Lease Agreement; provided that if Lessee does so remove such trade fixtures, it shall return the Premises to the same condition as existed at the time of the original entry, ordinary wear and tear excepted. This provision is not intended to allow Lessee to remove approved structural improvements by Lessee to the Premises. All such improvements belong to Lessor at the termination hereof and shall not be removed or damaged by Lessee's removal of its trade fixtures. If Lessee does not remove the trade fixtures at termination, Lessor shall have the option either to declare such fixtures abandoned and shall become the owner thereof or to demand that Lessee remove the same at its own expense, returning the Premises to the condition required herein.

12. Lessor Not Liable for Damages or Injuries. Lessor shall not be responsible to Lessee or any other person, firm, partnership, association or corporation for damages or injuries by virtue of or arising out of burst water pipes, leaks from sprinkler or air conditioning systems, leaks from the roof, or by virtue of earthquakes, riots, windstorms, overflow of water from surface drainage, rains,

water, fire or by the elements or acts of God, or by the neglect of any person, firm, partnership, association or corporation. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages to person or property to the full extent permitted by law.

13. Indemnification. Both parties covenant to indemnify and hold the other party harmless from the claims of any and all persons, firms, partnerships, associations or corporations for personal injury or damage to property or both arising out of or in connection with either parties' use and/or occupancy of the Premises. In addition, Lessee shall carry public liability insurance in the minimum amount of \$1,000,000.00 bodily injury per occurrence, and \$500,000.00 property damage per occurrence, and Lessee shall deliver to Lessor a memoranda of the policy of such coverage with a company satisfactory to Lessor and which names Lessor as additional insured therein.

14. Fire or Casualty. If, during the term of this lease, the Premises shall be partially destroyed (as that term is herein defined) by fire or other casualty, Lessee shall have the right to terminate this Lease Agreement. If this option is not exercised by Lessee, Lessor may, in its sole discretion, effect the required repairs and reconstruction of the Premises. If Lessor elects to make the repairs or reconstruction, during such time as said repairs or reconstruction are being made, the rentals hereinabove provided shall not abate. Any other provisions contained herein notwithstanding, Lessor shall be required and obligated to effect repairs or reconstruction only to the extent of any sums of money, if any, which are received by Lessor under insurance coverage as a direct result of said fire or other casualty.

15. Waiver of Subrogation. Neither Lessee nor anyone claiming by, through, under or in Lessee's behalf shall have any claim, right of action or right of subrogation against Lessor or based upon any loss or caused by fire, explosion or any other casualty (not limited to the foregoing) relating to the premises or any property upon, in or about the Premises, whether such fire, explosion or casualty shall arise from the negligence of Lessor, their agents, representatives or employees, or otherwise.

16. Subordination to Mortgages. This Lease Agreement and the rights of Lessee are subordinate to and shall be subordinate to the lien of any mortgage or deed of trust (hereafter called "Mortgage") whether such Mortgage is a lien on the

Premises or hereafter becomes a lien on the Premises and no further agreements or documents shall be required to render this Lease and Lessee's rights subordinate to such Mortgage. Lessee shall at all times upon request of Lessor promptly furnish documents stating that this lease is in full force and effect, that no defaults of Lessor exist, and such other matters as are customarily contained in what is known as an "estoppel letter" or a "good-standing letter". Should Lessee fail to deliver such documents within 10 days of Lessor's request therefor, Lessor shall be deemed Lessee's attorney-in-fact for the purpose of executing such documents in the name of Lessee.

17. Inspection. Lessor shall have the right at all reasonable times to enter and inspect the Premises.

18. Condition of Premises Upon Termination. Upon the termination of this Lease Agreement, Lessee shall return the Premises to Lessor substantially in the same condition as when received ordinary wear and tear and approved improvements excepted.

19. Holding Over. In the event Lessee remains in possession after the expiration of the Term without the execution of a new lease, Lessee shall not acquire any right, title or interest in or to the Premises. In such event, Lessee shall occupy the Premises as a tenant from month-to-month and shall otherwise be subject to all of the conditions, provisions and Obligations of this Lease agreement insofar as the same shall be applicable.

20. Default. Each of the following events shall constitute a default or breach of this lease by Lessee:

- a) The filing of a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or the making of general assignment for the benefit of creditors.
- b) Involuntary proceedings under any bankruptcy or insolvency act instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated within 10

days after the institution or appointment;

c) Failure to pay rent when the same shall become due and a continuing failure to pay rent for 10 days after notice thereof from Lessor to Lessee. For purposes hereof, all funds due from Lessee shall constitute rental whether denominated as rental or otherwise elsewhere herein;

d) If Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure of performance continues for a period of 30 days after notice thereof;

e) Vacates or abandons the Premises;

f) If the interest of Lessee is transferred, levied upon or assigned to any other person, firm or corporation whether voluntary or involuntary except as herein permitted;

21. Remedies In Event of Default. In the event of any default hereunder as set forth in the foregoing Section 20, Lessor shall be entitled to re-enter and re-take the Premises and exercise all their rights under the laws of the State of North Carolina.

22. Breach. Upon any breach hereof, regardless of what such breach is or if such breach becomes, an "event of default", either party shall be reimbursed by the other party for any reasonable attorney's fees incurred in connection with such breach.

23. Waiver. No failure to exercise any rights hereunder to which Lessor may be entitled shall be deemed a waiver of the right to subsequently exercise same. Lessee shall gain no rights nor become vested with any owner to remain in default under the terms hereof by virtue of Lessor's failure to timely assert rights. No waiver of an acceleration of rentals, regardless of how often occurring, which Lessor chose to ignore by thereafter accepting rental or other performance by Lessee shall constitute a waiver of the right to thereafter accelerate rentals.

24. Law Applicable. This Lease is entered into in North Carolina and shall

be construed under the laws, statutes, and ordinances of such jurisdiction.

25. Severability. The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Lessor's option in full force and effect.

26. Easements, Restrictions and Right of Way. The Premises are demised subject to all easements, restrictions and right of way legally affecting the Premises.

27. Binding Effect and Complete Terms. The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Lessor and by their respective heirs, successors and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by Lessor and Lessee.

28. Rental Payments. All rental payments, unless otherwise designated in writing, shall be made to Lessors at such place as Lessor may from time to time designate in writing.

29. Lessor's Performance of Lessee's Covenants. Should Lessee, after seven days' notice from the Lessor, fail to do any of the things required to be done by it under the provisions of this Lease, Lessor, in addition to any and all other rights and remedies, may (but shall not be required to) do the same or cause the same to be done, and the amount of any money expended by Lessor in connection therewith shall constitute additional rental due from Lessee to Lessor and shall be payable as rental on the date for payment of rentals next following such expenditure.

30. Covenant of Title and Quiet Enjoyment. Lessor covenants and warrants to Lessee that they have full right and lawful authority to enter into this Lease for the term hereof and provided Lessee is not in default hereunder, Lessee's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Lessor.

31. Construction. This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

32. Notice. Any notice to a party to this lease shall be given at the following address:

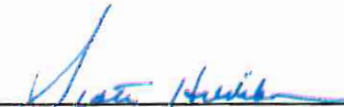
Lessor: City of Lenoir
Attn: Scott Hildebran, Manager
Shildebran@CLLENOIR.NC.US
Post Office Box 958
Lenoir, North Carolina 28645

Lessee: Bernhardt Transportation, LLC
Attn: Kevin McDougall, General Counsel
1839 Morganton Blvd.
Lenoir, North Carolina 28645
Kevinmcdougall@bernhardt.com

IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

LESSOR:

CITY OF LENOIR (SEAL)
a North Carolina municipal corporation

By: 
Scott Hildebran
Manager



SEAL

LESSEE:

BERNHARDT FURNITURE COMPANY (SEAL)

By: _____

Caldwell County



October 9, 2020

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

Exhibit A - Overall Plan

Caldwell County



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

Exhibit B - Parking & Storage Area

October 9, 2020



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
R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS
B. K. WILLIS

Resolution Encouraging Residents to Help Keep Lenoir Litter-Free

WHEREAS, City of Lenoir residents are blessed to live in the beautiful foothills of the Blue Ridge Mountains in Western North Carolina, and the natural beauty of our land is a source of pride for residents, and an attraction for tourists and new businesses; and

WHEREAS, littering is against the law and cleaning litter from North Carolina's roadsides costs taxpayers millions of dollars each year; and

WHEREAS, litter is more prevalent than ever along our roadways, and the state and volunteers have collected more than two million pounds of roadside litter in North Carolina since January 1, 2021; and

WHEREAS, seeing litter along our roads is embarrassing to our residents who love Lenoir and off-putting to citizens and new visitors; and

WHEREAS, we can help keep Lenoir litter-free by teaching our children and other young people not to litter, covering truck and trailer beds when transporting trash, carrying and using a litter bag in our vehicle, and reporting litterbugs when we see them to the North Carolina Department of Transportation Swat-A-Litterbug program; and

WHEREAS, The North Carolina 2021 Spring Litter Sweep will take place April 10-24, 2021; and

WHEREAS, City of Lenoir staff, with the full support of City Council, will pick up litter in Lenoir Wednesday, April 14, 2021, during the annual City of Lenoir Employee Spring Litter Sweep Day; and

WHEREAS, the City of Lenoir supports Caldwell County's first annual "A Clean Caldwell" Roadside Litter Pickup Day scheduled for April 17, 2021;

NOW THEREFORE BE IT RESOLVED, I, Mayor Joseph L. Gibbons, on behalf of the City of Lenoir City Council, encourage all residents, businesses, civic groups, churches, and schools, to help pick up litter in Lenoir and Caldwell County during the 2021 Spring Litter Sweep while following all roadside safety and state health safety guidelines; and

BE IT FURTHER RESOLVED, the City of Lenoir City Council encourages all residents to take pride in our community and help keep Lenoir Litter-Free all year long.

This the 6th day of April, 2021.

SEAL

ATTEST:


Shirley M. Cannon, City Clerk


Joseph L. Gibbons, Mayor





PROCLAMATION

*National Public Safety
Telecommunications Week*



April 11 – 17, 2021

Whereas, emergencies can occur at anytime that require police, fire or emergency medical services;

Whereas, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property;

Whereas, the safety of our first responders is dependent upon the quality and accuracy of information obtained from citizens who telephone the Lenoir Communications Center;

Whereas, Professional Telecommunicators are not as visible as the men and women who arrive at the scene of emergencies, but they are the first and most critical contact our citizens have with emergency services;

Whereas, Professional Telecommunicators are the single vital link for our first responders by monitoring their activities by radio and mobile, providing accurate up-to-date information and ensuring their safety;

Whereas, each Telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Therefore Be It Resolved, that I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council, do hereby proclaim and declare the week of April 11th through 17th, 2021 to be National Public Safety Telecommunicators Week in Lenoir, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Witness, my hand and seal this the 6th *day of* April, 2021.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk

Minutes-City of Lenoir Council Meeting
Tuesday, April 6, 2021

APR 10 2021
CITY OF LENOIR

Change Order No. 03

Date of Issuance: March 17, 2021
Owner: City of Lenoir
Contractor: Brushy Mountain Builders
Engineer: McGill Associates, P.A.
Project: Biosolids Facility Improvements

Effective Date: March 17, 2021
Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.: 17.01107
Contract Name: Biosolids
Facility Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: Adjust the Contract Price for additional, unforeseen project work items as outlined in the attached Change Order Summary

Attachments: Change Order Summary, with back-up documentation

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price:	Original Contract Times:
\$ 4,259,000.00	Substantial Completion: <u>330</u>
	Ready for Final Payment: <u>360</u>
	days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : CO #1: \$23,607.96 CO #2: \$9,287.07	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>43</u>
\$ 32,895.03	Ready for Final Payment: <u>43</u>
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 4,291,895.03	Substantial Completion: <u>373</u>
	Ready for Final Payment: <u>403</u>
	days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ 26,745.97	Substantial Completion: <u>27 days</u>
	Ready for Final Payment: <u>27 days</u>
	days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 4,318,641.00	Substantial Completion: <u>400 days</u>
	Ready for Final Payment: <u>430 days</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: <u>City Manager</u>	Title: _____
Date: _____	Date: <u>4/7/2021</u>	Date: _____

Approved by Funding Agency (if applicable):

Date: _____

RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water distribution system projects, and
- WHEREAS, The **City of Lenoir** has need for and intends to construct a drinking water distribution system project described as the Finley Area Water System Improvements project, and
- WHEREAS, The **City of Lenoir** intends to request state loan and/or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE CITY OF LENOIR CITY COUNCIL:

That **City of Lenoir**, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the **City of Lenoir** to make scheduled repayment of the loan, to withhold from the **City of Lenoir** any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

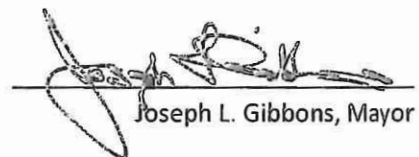
That **Scott Hildebran, City Manager**, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 6th day of April, 2021 at Lenoir, North Carolina.

SEAL



Joseph L. Gibbons, Mayor

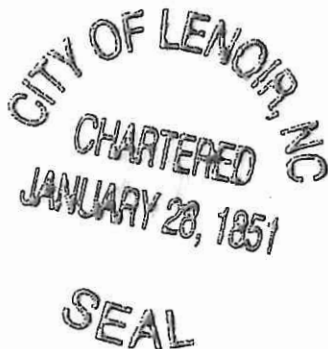
CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Lenoir does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City Council of the City of Lenoir duly held on the 6th day of April, 2021; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of April, 2021.

Shirley Cannon
Signature

Shirley Cannon, City Clerk

Printed Name and Title



**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, Robert Alandth Hamby, has been given a reasonable opportunity to bring the dwelling into compliance with the Minimum Housing Standards accordance with G.S. 160A-443 (5) pursuant to an order issued by the Minimum Housing Inspector on November 4, 2020, 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: **1921 Marigold Ln**
Lenoir, North Carolina.
Parcel-ID 03 53 2 16
NCPIN 2768107707

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.

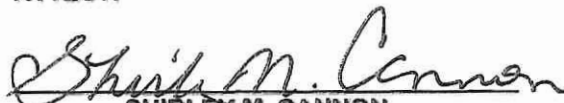
Section 5. A copy of this ordinance shall be recorded in the Register of Deeds of Caldwell County, North Carolina, and indexed in the name of the property owner or owners in the grantor index.

Section 6. This ordinance shall become effective on Tuesday, April 6th, 2021

Adopted this the 6th day of April 2021.

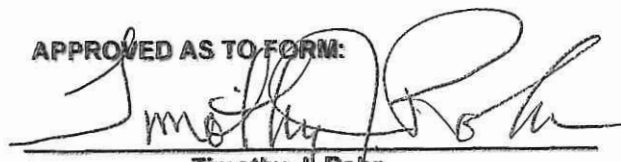

JOSEPH L. GIBBONS
MAYOR

ATTEST:


SHIRLEY M. CANNON
CITY CLERK

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

APPROVED AS TO FORM:


TIMOTHY J. ROHR
CITY ATTORNEY

SEAL

