

**LENOIR CITY COUNCIL
TUESDAY, MAY 18, 2021
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Todd Perdue, David Stevens and Ben Willis. City Attorney T. J. Rohr, City Manager Scott Hildebran, Communications Director Joshua Harris, Police Captain Andy Wilson and Carmen Boone, News Topic also attended the meeting.

ABSENT: Councilmembers Ike Perkins and Ralph Prestwood.

VIA TELECONFERENCE:

Participating via teleconference was Mayor Pro-Tem Crissy Thomas and City Clerk Shirley Cannon.

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

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.

**SPECIAL RECOGNITION;
GREGORY SNIDER:**

- B. On behalf of City Council, Mayor Gibbons presented a resolution to Sergeant Greg Snider in honor and recognition of his 20+ years of dedicated and outstanding service with the Lenoir Police Department, City of Lenoir and its citizens. Mayor Gibbons also presented Sergeant Snider with his service weapon and badge upon his retirement from the Police Department.

Mayor Gibbons commended Sergeant Snider for his service to the City and wished him well upon his retirement. Captain Andy Wilson also congratulated Sergeant Snider and stated he has always mentored others and supported them throughout their careers. Captain Wilson further stated Sergeant Snider has also been an wonderful example to his colleagues because of his strong Christian faith.

In addition, Captain Wilson stated Sergeant Snider strived to be a better officer plus he was protective of the new officers.

Sergeant Snider thanked City Council for the honor and recognition and for the opportunity to work with such a fantastic group of people where everyone is treated like family. He remarked he has family in each Division of the Police Department who take care of each other. In addition, Sergeant Snider commented it was all about honoring the citizens of Lenoir and he appreciates the opportunity we have all had together.

Mayor Gibbons congratulated Sergeant Snider and commended him for all that he means to the City and community.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Upon a recommendation by City Manager Hildebran, the following Consent Agenda items were submitted for approval.
1. Minutes: Approval of the minutes of the City Council meeting of Tuesday, May 4, 2021 as submitted.
 2. Resolution: Approval of a resolution in honor and recognition of Sergeant Greg Snider's 20+ years of dedicated and outstanding service to the Lenoir Police Department, City of Lenoir and its citizens. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 177.)
 3. Resolution; Surplus Property: Approval of a resolution declaring Sergeant Greg Snider's badge and service weapon, Sig Sauer Model P220R, Serial Number #37B058865 as surplus property. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 178.)
 6. Capital Project Budget Ordinance; Linkside Connector/Hotel Street Project: Consideration of a Capital Project Budget Ordinance in the amount of \$222, 215 to authorize activities to include the expenditure of funds for the engineering, right-of-way acquisition, construction and project administration for the Linkside Connector/Hotel Street Capital Project. (A copy of the capital project budget ordinance is hereby incorporated into these minutes by reference. Refer to page 179.)
 7. Call for a Public Hearing; Streets and Subdivision Ordinance Update: Request that City Council call for a public hearing to be held on Tuesday, June 1, 2021 to consider amendments to the Streets and Subdivision Ordinance. The purpose of the amendments is to update the subdivision chapter in accordance with N.C.G.S. Chapter 160D, as well as to better organize, clarify, and separate the various rules related to the physical characteristics of public streets and sidewalks from the rules that address the subdivision process.

First Motion

Councilmember Perdue made a motion to remove items four (4) and five (5) (parking lot agreements) from the Consent Agenda for further discussion. This motion carried with a 5 to 0 vote.

Second Motion

Upon a motion by Councilmember Stevens, Council voted 5 to 0 to approve the items 1, 2, 3, 6 and 7 on the Consent Agenda as presented and as recommended by City Manager Hildebran.

6. Parking Lot Agreement; City of Lenoir and Waterlife Church: Approval of a Parking Lot Agreement between the City of Lenoir and Waterlife Church, for property located between 1007 Morganton Boulevard SW which is owned by Waterlife Church. The lease will become effective June 1, 2021 and terminates on May 31, 2031.

A copy of the parking lot lease agreement is hereby incorporated into these minutes by reference. (Refer to pages 180-183.)

Councilman Perdue referred to other City leases for not-for-profit entities and questioned why this lease amount of \$2,500 annually for ten years is greater in price.

In addition, Mr. Perdue pointed out the lease amount of \$750 annually for United Presbyterian Church is one-third the cost of the Waterlife Parking Agreement with similar amount of parking spaces plus no maintenance to be provided by the City. He asked for clarification on how these amounts were determined.

Parks and Recreation Director Kenny Story responded that, for recreational purposes, Councilmember Perdue was correct. He stated that Waterlife Church acquired the lot when the church purchased that portion of the former mall. Waterlife staff asked the City to continue to provide maintenance and they submitted a recommended amount to the City.

Public Works Director Jared Wright stated this has been a two-year process regarding the greenway and reiterated Waterlife inquired about contributing.

Director Story stated the Recreation Department only uses the parking lot during softball season which averages around 3 to 4 months per year and pointed out they do not use the lot on a daily basis. He clarified there were 65 parking spaces and the City did not have any prior agreement.

In addition, Director Story mentioned the paved section of the Greenway connects to the parking lot and people will park there the same as they do at Mulberry Recreation Center.

Mayor Gibbons remarked the City has had an understanding about the issue of parking for a long time and it is changing due to Waterlife's request.

Councilman Perdue informed Council that staff has answered all of his questions.

Councilmember Willis asked whether the City has any set guidelines for these types of lease agreements. City Manager Hildebran mentioned that each parking agreement is viewed independently and evaluated on their own merits. He further advised the recent lease agreement with Tye Investments, LLC covered City and County property tax amounts.

City Attorney Rohr advised Council the greenway and the parking lot agreements are two separate issues and pointed out the parking lot agreement does not specifically mention the greenway.

Councilman Willis stated this is an important piece of property that Staff is working on and it is vital to the Recreation Department and the City's future plans.

Motion

Upon a motion by Councilmember Willis, Council voted 3 to 2 to approve the Parking Lot Lease Agreement between the City of Lenoir and Waterlife Church with Councilmembers Stevens, Thomas and Willis voting for the motion and Councilmembers Beal and Perdue voting against the motion.

7. Parking Lot Agreement; City of Lenoir and United Presbyterian Church: approval of a Parking Lot Agreement for property located between 415 Pennell Street NE which is owned by United Presbyterian Church. The lease will become effective June 1, 2021 and terminates on May 31, 2031.

A copy of the parking lot lease agreement is hereby incorporated into these minutes by reference. (Refer to pages 184-197.)

Motion

Upon a motion by Councilmember Perdue, Council voted 5 to 0 to approve the Parking Lot Agreement between the City of Lenoir and United Presbyterian Church as presented.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

FY2021-22 BUDGET REVIEW

SESSION: 1. City Council will conduct an FY2021-22 Budget Review Session on Thursday, May 20 at 6:00 p.m. at City Hall.

PLANNING

BOARD: 2. The Planning Board will conduct a virtual meeting on Monday, May 24 at 5:30 p.m.

COMMITTEE OF THE

WHOLE: 3. The Committee of the Whole will meet on Tuesday, May 25 at 8:30 a.m. at City Hall. An additional Budget Review Session will be held if necessary.

FOOTHILLS REGIONAL AIRPORT

AUTHORITY: 4. The Foothills Regional Airport Authority will conduct a virtual meeting on Wednesday, May 26 at noon.

HOLIDAY

CLOSING: 5. City offices will be closed on Monday, May 31 in observance of Memorial Day.

B. ITEMS FOR COUNCIL ACTION

FY2021-2022

ANNUAL BUDGET:

1. City Manager Hildebran presented the recommended FY2021-22 Annual Budget for the City of Lenoir to City Council and requested that Council call for a public hearing to be held on Tuesday, June 1, 2021 for consideration of adoption of the recommended budget.

A copy of the power point presentation is available for public review on the City's website at www.cityoflenoir.com.

The budget is comprised of General Fund of \$18,594,890 and is balanced with the reduced property tax rate of \$0.57 per \$100 of assessed property value, a reduction of 1-cent per \$100 from the current tax rate. The budget maintains the current Rescue Readiness tax of \$0.85 per \$100 of assessed property value for a total tax rate of 57.85 cent per \$100. All other General Fund charges/fees are unchanged. Mr. Hildebran shared that, under state law, each county must conduct a revaluation of all real property at least every eight years. In addition, state law also requires local governments to publish the revenue-neutral property tax rate after a revaluation. Mr. Hildebran explained, that based on assessed values, the estimated revenue-neutral property tax rate for 2021 equals 62.83 cent per \$100; however, due to fluctuations in refunded personal property taxes, Staff calculated the new revenue-neutral rate for the City of Lenoir to be 57-cent per \$100 of assessed property value.

Next, Mr. Hildebran shared the net revenue-neutral Downtown Municipal Service District tax rate is 20-cent per \$100. This is a 5-cent reduction for the current rate.

The proposed Water/Sewer Fund budget totals \$9,629,744 and includes a 2% increase in water and sewer rates effective July 1, 2021. All other Water/Sewer Fund charges/fees are unchanged. The Consumer Price Index – South Region for All Urban Consumers over the past 12-month period is 2% (February 2021) which is a benchmark the City uses in determining its utility rates. The General Fund includes traditional City services such as police and fire, planning and zoning, parks, recreation, and public works which provide services such as trash pickup, street maintenance and brush collection.

Mr. Hildebran reported the proposed budget does not include any of the American Rescue Plan funding. He noted the City of Lenoir will receive \$3,834,691 and the City expects further guidance and clarification on eligible expenditures. Also, City Staff is currently developing a draft plan for the approved funding, focusing on long-term capital assets and master planning.

Mr. Hildebran further reported the recommended budget does not contain any borrowing or appropriate any funding from Fund Balance to balance the proposed budget, but maintains a General Fund Balance of approximately 58.23%. Mr. Hildebran stated the budget is based on realistic revenue projections and addresses all of Council's priorities from the Strategic Planning Retreat in February which are as follows:

1. Employee Compensation (Council's #1 priority)
2. Housing
3. Community Beautification
4. Healthy Infrastructure
5. Economic Development
6. Public Engagement

Mr. Hildebran shared the budget funds the mandated 1.2% increase for the Local Government Retirement System and includes a restructure of the pay plan for the Fire department to adjust salaries closer to regional norms. These adjustments will be implemented in January 2022. As employees are vital to the delivery of quality municipal services and represent our most valuable asset, the budget includes a 3.0% cost of living increase effective January 1, 2022. City Manager Hildebran further reported the City's group health insurance premiums will increase by 6%, while maintaining the current plan benefit levels. In addition, the cost of the City's property and liability insurance will increase by 9.5% while the workers' compensation insurance coverages will decrease by 7%. The budget allocates \$390,000 to continue implementation of the City's Pavement Study, though State Powell Bill funding is expected to be further reduced in the coming year. Also, the budget includes \$200,000 in funding for strategic paving for the various Council's priorities regarding roads/bridges

improvements. The budget also funds \$75,000 for greenway improvements and \$50,000 for Greenway/rail trail planning.

Mr. Hildebran reported the budget includes funding in travel/training areas to initiate awareness of and develop strategies for diversity, equity and inclusion. The budget also continues to fund computer/information technology upgrades throughout the City to enhance and improve operations and security and ongoing implementation of the Advance Metering Infrastructure.

Also, the budget includes three new positions of which two (2) are allocated for Sanitation and one (1) in Vehicle Services. One of the two Sanitation positions will be utilized for sanitation collection and one will be transitioned to downtown providing an increased focus on the cleanliness of the area. This position will also clean three (3) city facilities that previously contracted their cleaning services, negating the costs of one (1) of these funded positions. Also, one (1) entry-level position is included to help with routine maintenance at Vehicle Services, which will allow senior staff additional time to manage more complex repairs.

The budget also continues to fund the Western Piedmont Council of Governments Stormwater partnership's management and oversight of our Federal Phase II Stormwater Program.

The following items are included in General Fund Capital:

- Public Works: Two-post lift, service truck
- Fire: Station #2 Creek Bank Repair
- Police: 30 portable radios, parking lot repaving, firing range repairs, two used vehicles for detectives, four patrol vehicles
- Parks & Recreation: Aquatic Center lights and roof replacement, awing and roof replacement at MLK Center

Water/Sewer Capital

- Water Treatment: Flash basin repairs, generator and cameras for AWIA compliance, Operations building upgrades, two bleach filter pumps
- Water Distribution: One service truck, divisional valve replacement
- Water Resources: Air handler improvements
- Wastewater Collection: Manhole improvements, flat-bed dump truck, concrete pad
- Lower Creek Plant: Mixer replacement

The City is required to have its budget adopted by July 1, 2021 in order to establish its legal spending limits. The budget is available online at www.cityoflenoir.com for public inspection.

Mr. Hildebran reiterated the proposed budget addresses Council's 2021 goals and priorities that were established at the February Budget Retreat and remarked the City's primary goal, each and every day, via our employee-led customer service initiative, remains to provide "Service Beyond Measure."

Mr. Hildebran thanked Finance Director Donna Bean, Department Directors, and Team Lenoir for all of their hard work in compiling the budget and also thanked City Council for their leadership. A Budget Work Session is scheduled for Thursday, May 20 at 6:00 p.m. at City Hall, Third Floor, former Council Chambers.

Mayor Gibbons and City Council members expressed their appreciation to Mr. Hildebran for his outstanding leadership, hard work and all that he does for the City of Lenoir. Mayor Gibbons further stated he appreciates City Council and Staff's efforts in how well they work together.

Upon a motion by Stevens, Council voted 5 to 0 to schedule a public hearing on Tuesday, June 1 for consideration of approval for the recommended FY2021-2022 Annual Budget as presented by City Manager Hildebran.

B. ITEMS FOR COUNCIL ACTION

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT

1. There being no further business, the meeting was adjourned at 7:02 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



RESOLUTION

In Recognition of Dedicated Service



WHEREAS, from March 12, 1990 to July 24, 1991, Gregory Fletcher Snider served as Patrolman for the City of Lenoir under the direction of Police Chief Jack Warlick;

THAT, upon leaving the City of Lenoir, he served as K-9 Officer for the McDowell Sheriff's Office, Investigations Officer for the Old Fort Police Department and Impact Drill Instructor for the North Carolina Department of Corrections;

THAT, on the 20th of August, in the year 2001, Greg Snider was re-hired by Chief Warlick and due to his dedication and diligence in performing in an exemplary manner, advanced through the ranks to achieve the position of Sergeant in the year 2013;

THAT, Greg Snider, as of the date of this Resolution, has admirably and with great distinction, served the citizens of Lenoir during the tenures of four Police Chiefs and has served in a number of capacities in all three divisions of the Lenoir Police Department: Patrol, Investigations, and Support Services;

THAT, he has formed relationships with the citizens and coworkers through a genuine concern and professional dedication to duty. Greg has contributed to the success of the community not only professionally, but through and with the support of his family;

THAT, society and law enforcement as a whole has undergone many changes and challenges over the last 30 years, and Sergeant Snider has stayed abreast through those changing trends to remain an effective mentor and leader within the department and community at large;

THAT, prior to being hired by the City of Lenoir, he served his country as a Squad Leader with the United States Army's 82nd Airborne from the years 1985 to 1989;

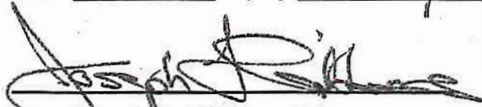
THAT, in August 1993, Greg earned an Associates Degree in Criminal Justice at Western Piedmont Community College, where he also received EMT Training. Over the years, he has received a number of Instructor Certificates and was instrumental in developing the City's K-9 Program, Special Response Team, and Physical Fitness Program;

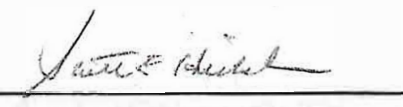
THAT, Greg Snider, completed Police Law Institute in 2005 and received the Advanced Law Enforcement Certificate in 2008 and has made a number of significant contributions throughout his career, serving as School Resource Officer for Hibernian High School, K-9 Handler for "Doc", Incident Command, Criminal Investigations, Physical Fitness Instructor, SCAT Instructor, Chaplain, and Logistics;

THAT, he has humbly served the citizens of the City of Lenoir and Caldwell County and will be retiring on June 1, 2021 with over 30 years of creditable service in the North Carolina Local Government Retirement System;

THEREFORE, BE IT RESOLVED, by authority of the Mayor and City Manager, and on behalf of the City Council, that Sergeant Greg Snider has been an exemplary employee, and is himself the epitome of the professional Law Enforcement Officer. His contributions to the safety and well-being of the citizens of Lenoir and officers of the Lenoir Police Department will be held in high esteem and remembrance by this governing body, as well as persons impacted by his accomplishments;

THIS, the 18th day of May, 2021.


Joseph L. Gibbons, Mayor


Scott E. Hildebran, City Manager

RESOLUTION

WHEREAS, the City of Lenoir, North Carolina, City Council desires to dispose of certain surplus property of the City of Lenoir to be awarded to Sergeant Greg Snider upon his retirement from the Lenoir Police Department and Declaring his badge and service weapon as Surplus Property

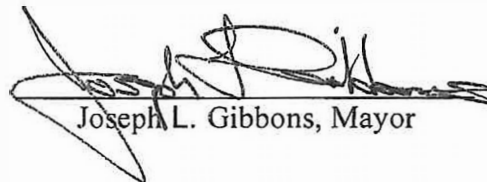
NOW, THEREFORE BE IT RESOLVED,

- 1) the Mayor and City Council of the City of Lenoir acknowledges Sergeant Greg Snider loyal and dedicated service to the citizens of Lenoir, and
- 2) the Mayor and City Council declare the following police weapon and police badge of Sergeant Greg Snider, upon retirement, as surplus and no longer have any additional use to the City of Lenoir {Sig Sauer Model P220R .45 caliber (Serial # 37B058865)}
- 3) the Mayor and City Council authorize the City Manager to proceed with the procedures as outlined in N.C.G.S. §20-187.2 regarding the service side arms of retiring members of City law enforcement agencies.

NOW, THEREFORE BE IT FURTHER RESOLVED that, I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council and all the citizens, do hereby wish the very best for Police Sergeant Greg Snider in his retirement and commend him for the outstanding example he has set as a dedicated public servant.

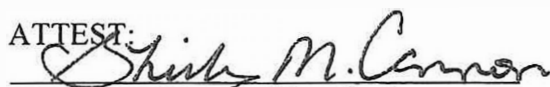
Adopted this the 18th day of May, 2021.

SEAL



Joseph L. Gibbons, Mayor

ATTEST:



Shirley M. Cannon, City Clerk

Capital Project Ordinance for the City of Lenoir

Linkside Connector/Hotel Street Capital Project

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 Linkside Connector/Hotel Street Capital Project to include the expenditure of local funds for the engineering, right-of-way acquisition, construction, and project administration for the Linkside Connector/Hotel Street Capital Project. The project is to be funded by 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:

Engineering Costs	\$ 12,000.00
Rights-of-Way	\$ 30,000.00
Contingency	\$ 8,585.00
Construction	\$ 171,630.00
Total	\$ 222,215.00

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

Total Local Funding	\$ 222,215.00
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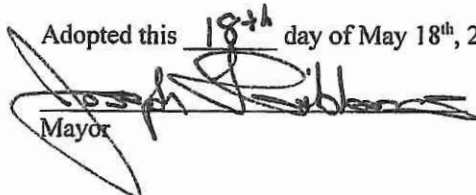
Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Project Ordinance.

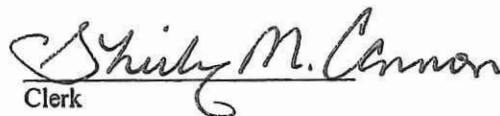
Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

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 18th day of May 18th, 2021.


Mayor


Clerk

Drafted by: Timothy J. Rohr, Wilson, Lackey, Rohr & Hall, P.C., 606 College Ave. SW,
Lenoir, NC, 28645

City of Lenoir
North Carolina
Caldwell County

Waterlife Church, a North Carolina nonprofit corporation, hereinafter referred to as "Waterlife," and the City of Lenoir, North Carolina, a municipal corporation, hereinafter referred to as "City," both of Caldwell County, North Carolina, enter into this parking agreement as of June 1, 2021.

Subject to the terms and conditions herein set out, Waterlife hereby grants to the City, and the City hereby accepts from Waterlife, the right to use as a public parking lot a portion of the parking lot of a certain parcel in Lenoir, Caldwell County, North Carolina, located at the following address: 1007 Morganton Blvd. SW, Lenoir, Caldwell County, North Carolina and more specifically described in the deed from First-Citizens Bank & Trust Company to Waterlife Church recorded in the Caldwell County Registry in Book 1928 at pages 975-977. See the attached "Exhibit A" for an illustration of the property the parties intend to be the subject of this parking agreement, that area being a quadrilateral labeled "Parking Agreement Area" and consisting of approximately 65 parking spaces along the eastern side of the entire parcel. In addition, Waterlife grants to the City and those who wish to park in the granted spaces access as is necessary to reach the premises from Morganton Boulevard to the premises across Waterlife's entire parcel.

The terms and conditions of this parking agreement are follows:

The initial term of this parking agreement begins June 1, 2021, and ends May 31, 2031. Either party may terminate the parking agreement before the expiration of the initial term by giving written notice to the other on or before March 31, 2031. Should neither party terminate the parking agreement, the parking agreement will automatically renew and become an annual parking agreement upon the same terms and conditions contained herein. The parties may in subsequent years renew or cancel the renewed parking agreement on the same terms.

The City will use the premises as a public municipal parking lot for the purposes of overflow parking for events and activities taking place at Mulberry Recreational Center, a facility consisting of outdoor sports fields, playgrounds, picnic shelters, and access to the Lenoir Greenway system. The annual payment for the premises is \$2,500.00, which the City will pay in advance on or before June 1 of each year of the parking agreement. If the City fails to make the payment when due, Waterlife will notify the City, in the care of the City Clerk, in writing of its failure to pay. Thereafter, the City will have 60 days from when Waterlife has notified the City to make the payment. Waterlife reserves the right to the exclusive use of the premises when needed on Sundays and at other times during special services or functions at the Church. Waterlife also reserves as needed the right to designate parking spaces for Waterlife staff and the required number of handicapped parking spaces.

The City accepts the premises in its present condition. During peak use of the premises, such as those months when the City's outdoor sports fields are in regular use, the City will mechanically sweep the premises once per week and perform general litter and refuse collection on an as-needed basis.

If the parking lot premises are destroyed or damaged so that the premises cannot within 30 days be rendered fit for use as a parking lot, the City may terminate this parking agreement upon written notification to Waterlife. Thereafter, or if this parking agreement is declared void or of no legal effect, Waterlife will refund to the City the *pro rata* share of the payment for the remainder of the year that the City paid in advance.

To the extent permitted by North Carolina law, the City will indemnify and hold Waterlife harmless from claims which third parties may during the term of the parking agreement assert as a result of the City's use of the premises as a public overflow parking lot. The City will also insure the premises under its commercial liability policy.

In testimony whereof, said parties have hereunto set their hands and seals on this the ____ day of May, 2021.

Waterlife Church

By: Todd Braswell, Pastor



CITY OF LENOIR

By: Joseph L. Gibbons, Mayor

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

ATTEST:



Shirley Cannon, City Clerk

SEAL

NORTH CAROLINA
CALDWELL COUNTY

I, a Notary Public of the County and State aforesaid, certify that Todd Braswell, Pastor of Waterlife Church, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the ____ day of May, 2021.

My Commission Expires:

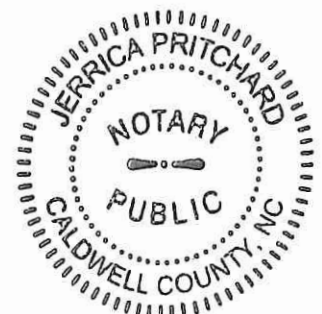
NORTH CAROLINA
CALDWELL COUNTY

I, a Notary Public of the County and State aforesaid, certify that Shirley Cannon personally appeared before me this day and acknowledged that she is City Clerk for the City of Lenoir, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Joseph L. Gibbons as its Mayor, sealed with its corporate seal and attested by Shirley Cannon as its City Clerk.

Witness my hand and official stamp or seal, this the 20th day of May, 2021.

My Commission Expires:

04/05/2026 



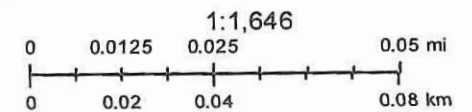
Waterlife - Parking Agreement Area- "Exhibit A"

Tuesday, May 18, 2021
Minutes City of Lenoir Council Meeting



May 11, 2021

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



BK 2022 PG 2009 - 2014 (6)

This document presented and filed:
05/26/2021 03:46:55 PM

Fee \$26.00



Caldwell County North Carolina
Wayne L. Rash, Register of Deeds

Jerrica Pritchard ✓
Parking Lot Lease Agreement

Drafted by: Timothy J. Rohr, Wilson, Lackey, Rohr & Hall, P.C., 606 College Ave. SW,
Lenoir, NC, 28645

City of Lenoir
North Carolina
Caldwell County

United Presbyterian Church, Lenoir, North Carolina, Presbyterian Church (U.S.A.), a North Carolina corporation, hereinafter referred to as "United Presbyterian," and the City of Lenoir, North Carolina, a municipal corporation, hereinafter referred to as "City," both of Caldwell County, North Carolina, enter into this parking agreement as of June 1, 2021.

Subject to the terms and conditions herein set out, United Presbyterian hereby grants to the City, and the City hereby accepts from United Presbyterian, the right to use as a public parking lot the parking lot of a certain parcel in Lenoir, Caldwell County, North Carolina, located at the following address: 415 Pennell St. NE, Lenoir, Caldwell County, North Carolina and more specifically described in the deed from Presbytery of Western North Carolina to United Presbyterian Church, Lenoir, North Carolina, Presbyterian Church (U.S.A.) recorded in the Caldwell County Registry in Book 1088 at page 1163. The property the parties intend to be the subject of this parking agreement consists of United Presbyterian's parking lot at the southern boundary of United Presbyterian's entire parcel. See the attached "Exhibit A" for an illustration of the property the parties intend to be the subject of this parking agreement, that area being a rectangle labeled "Parking Agreement Area (Not-to-Scale)." In addition, United Presbyterian grants to the City and those who wish to park in the lot access as is necessary to reach the City's greenway system that runs along the western boundary of United Presbyterian's entire parcel.

The terms and conditions of this parking agreement are follows:

The initial term of this parking agreement begins June 1, 2021, and ends May 31, 2031. Either party may terminate the parking agreement before the expiration of the initial term by giving written notice to the other on or before March 31, 2031. Should neither party terminate the parking agreement, the parking agreement will automatically renew and become an annual parking agreement upon the same terms and conditions contained herein. The parties may in subsequent years renew or cancel the renewed parking agreement on the same terms.

The City will use the premises as a public municipal parking lot for the purposes of allowing the public to access the City's greenway system, a portion of which runs along the western boundary of United Presbyterian's entire parcel. The annual payment for the premises is \$750.00, which the City will pay in advance on or before June 1 of each year of the parking agreement. If the City fails to make the payment when due, United Presbyterian will notify the City, in the care of the City Clerk, in writing of its failure to pay. Thereafter, the City will have 60 days from when United Presbyterian has notified the City to make the payment. United Presbyterian reserves the right to the exclusive use of the premises when needed on Sundays and at other times during special services or functions at the Church. United Presbyterian also reserves as needed the right to designate parking spaces for United Presbyterian staff and the required number of handicapped parking spaces.

The City accepts the premises in its present condition. If the parking lot premises are destroyed or damaged so that the premises cannot within 30 days be rendered fit for use as a parking lot, the City may terminate this parking agreement upon written notification to United Presbyterian. Thereafter, United Presbyterian will refund to the City the *pro rata* share of the payment for the remainder of the year that the City paid in advance.

To the extent permitted by North Carolina law, the City will indemnify and hold United Presbyterian harmless from claims which third parties may during the term of the parking agreement assert as a result of the City's use of the premises as a public overflow parking lot. The City will also insure the premises under its commercial liability policy.

In testimony whereof, said parties have hereunto set their hands and seals on this the 21st day of May, 2021.

James D. Davis

United Presbyterian Church, Lenoir, North Carolina, Presbyterian Church (U.S.A.)

By: James D. Davis, ~~Pastor~~ Church President

Joseph L. Gibbons

CITY OF LENOIR

By: Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon

Shirley M. Cannon, City Clerk

CITY OF LENOIR, NC
CHARTERED
JANUARY 28, 1851

SEAL

NORTH CAROLINA
CALDWELL COUNTY

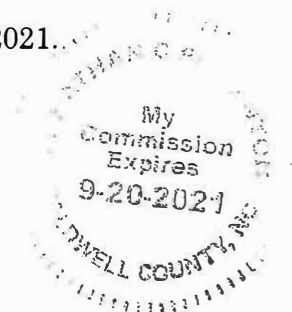
I, a Notary Public of the County and State aforesaid, certify that James D. Davis, ~~Pastor~~ President of United Presbyterian Church, Lenoir, North Carolina, Presbyterian Church (U.S.A.), personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 21st day of May, 2021.

My Commission Expires: September 20, 2021

Jonathan C. Pilkenton

Jonathan C. Pilkenton
NORTH CAROLINA
CALDWELL COUNTY

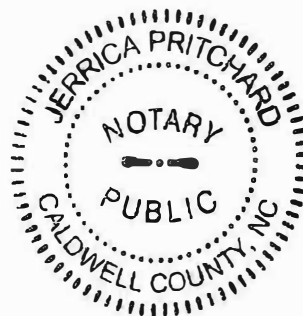


I, a Notary Public of the County and State aforesaid, certify that Shirley Cannon personally appeared before me this day and acknowledged that she is City Clerk for the City of Lenoir, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Joseph L. Gibbons as its Mayor, sealed with its corporate seal and attested by Shirley Cannon as its City Clerk.

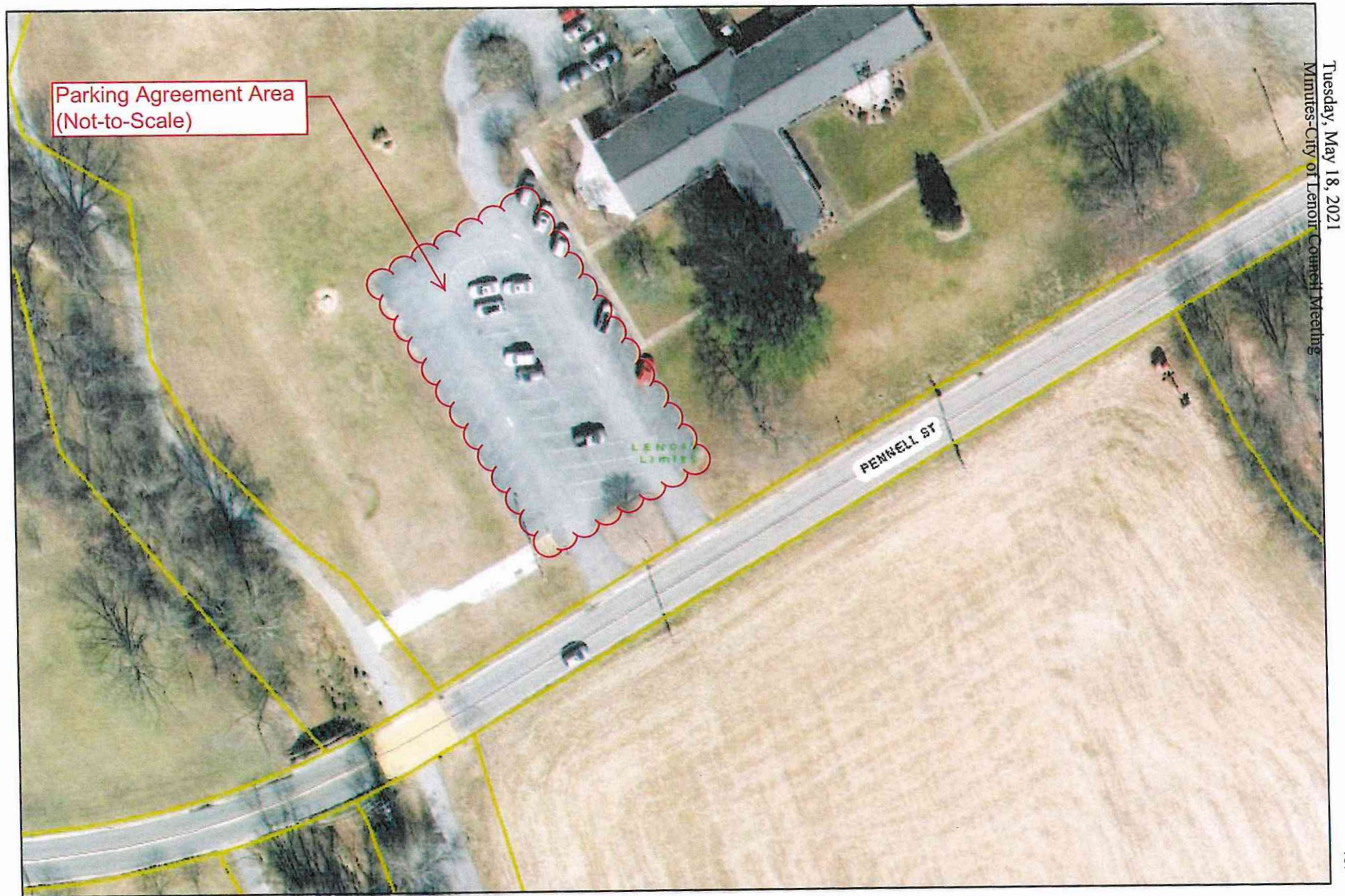
Witness my hand and official stamp or seal, this the 20th day of May, 2021.

My Commission Expires:

04/05/2020 Jerrica Pritchard



United Presbyterian - Parking Agreement Area-"Exhibit A"



Tuesday, May 18, 2021
Minutes-City of Lenoir Council Meeting

187

May 11, 2021

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

