

**LENOIR CITY COUNCIL
TUESDAY, JUNE 15, 2021
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Todd Perdue, Ike Perkins, David Stevens and Ben Willis. City Attorney T. J. Rohr, City Manager Scott Hildebran, and City Clerk Shirley Cannon.

ABSENT: Mayor Pro-Tem Crissy Thomas and Councilmember Ralph Prestwood.

Department Directors in attendance were Communications Director Joshua Harris, Finance Director Donna Bean, Fire Chief Ken Hair, Police Captain Couby Stilwell, Recreation Director Kenny Story, Planning Director Jenny Wheelock, Mainstreet Event Coordinator Matthew Anthony, Public Works Director Jared Wright and Public Utilities Director Radford Thomas. Carmen Boone, *News-Topic*, also attended the meeting.

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.

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, June 1, 2021 as submitted.
 2. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, May 25, 2021 as submitted.
 3. Resolution; Surplus Property: Approval of a resolution declaring Police Corporal Thai Lee's badge and service weapon, Serial Number G403227 as surplus property. Corporal Lee will be retiring from the Lenoir Police Department effective June 30, 2021. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 265.)
 4. Lease Communication Agreement; Hibriten Mountain LLC: Approval of a Lease Agreement between the City of Lenoir and Hibriten Mountain, LLC, for communications equipment and antenna location on top of Hibriten Mountain. (A copy of the lease agreement is hereby incorporated into these minutes by reference. Refer to pages 266-267.)
 5. Budget Amendments; FY2020-21: Staff requests approval of the amendments (items 1-6) to the annual Budget Ordinance for the fiscal year ending June 30, 2021 as listed on the Council Action Form. (A copy of the budget amendments is hereby incorporated into these minutes by reference. Refer to pages 268-269.)
 6. Capital Project Budget Ordinance; ARPA Funds: Staff requests that City Council adopt the Capital Project Budget Ordinance for the American Recovery Plan Capital Project for \$3,834,691.00 as submitted. (A copy of the capital project budget ordinance is hereby incorporated into these

minutes by reference. Refer to pages 270.)

7. Capital Project Budget Ordinance; Craftmaster Furniture: Approval of a Capital Project Budget Ordinance in the amount of \$500,000.00 for the North Carolina Rural Center Grant funding for Craftmaster Furniture as submitted. (A copy of the Capital Project Budget Ordinance is hereby incorporated into these minutes by reference. Refer to page 271.)
8. Acceptance of an Offer to Purchase Real Property and Notice of Offer to Purchase Real Property located in the 500 block of Wheeler Street: Staff recommends Acceptance of an Offer to Purchase Real Property in the amount of \$500.00 as submitted by Thomas Neal Moody for property located in the 500 block of Wheeler Street, NCPIN 2749577733 and Tax ID#06-5-1-73A as submitted. Note: The legal advertisement for the Notice of Offer to Purchase Real Property will be published in the *News-Topic* starting a ten (10) day upset bid period as required by N.C.G.S. 160A-269 following Council's acceptance of the Offer to Purchase. (A copy of the offer to purchase real property, map and receipt are hereby incorporated into these minutes by reference. (Refer to pages 272-274.)

Councilmember Perdue led a brief discussion regarding how the City plans to use the American Recovery Plan Capital Project funding (Item 6 on the Consent Agenda.)

City Manager Hildebran explained the City was still waiting on guidance from the federal government as to how this funding may be used. However, Mr. Hildebran said the City may use the funding for water & sewer and broadband projects. The funds cannot be used to reduce the tax rate, increase the rainy day fund, or pensions. The proposed ordinance creates a separate fund for monies.

Upon a motion by Councilmember Willis, Council voted 5 to 0 to approve the above listed items on the Consent Agenda as recommended and as presented 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

COMMITTEE OF THE

WHOLE:

1. The Committee of the Whole will meet on Tuesday, June 22 at 8:30 a.m. at City Hall, Third Floor.

PLANNING

BOARD:

2. The Planning Board will meet on Monday, June 28 at 5:30 p.m.

FOOTHILLS REGIONAL AIRPORT

AUTHORITY:

3. The Foothills Regional Airport Authority will meet on Wednesday, June 30 at noon.

CRUISE-IN: 4. A Cruise-In is scheduled for Saturday, July 3 in downtown Lenoir.

FIREWORKS

DISPLAY: 5. Parks and Recreation will host a fireworks display on Sunday, July 4 at 9:30 p.m. at Optimist Park.

HOLIDAY

CLOSING: 6. City offices will be closed on Monday, July 5 in observance of Independence Day.

CITY COUNCIL; JULY

SCHEDULE: 7. City Council will conduct one meeting in July on Tuesday, July 20 at 6:00 p.m. in the City/County Chambers.

B. ITEMS FOR COUNCIL ACTION

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

CLOSED

SESSION: A. Pursuant to N.C.G.S. §143-318.11(3), and upon a motion by Councilmember Stevens, which carried unanimously, City Council entered into closed session to discuss attorney/client privilege.

OPEN

SESSION: B. Upon a motion by Councilmember Perdue, Council voted unanimously to re-enter into open session.

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

BOARD ANNOUNCEMENTS:

A. Mayor Gibbons announced the following two individuals for consideration of approval to the City's Authorities/Boards/Commissions. These individuals will be presented for consideration of approval at the July 20 City Council meeting.

Planning Board

Curtis Baker 4-yr. term

Lenoir Business Advisory Board

Jennifer Indicott 3-yr. term (re-appt.)

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

1. There being no further business, the meeting was adjourned at 6:33 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



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

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 Corporal Thai Lee upon his retirement, and

NOW, THEREFORE BE IT RESOLVED,

- 1) the Mayor and City Council of the City of Lenoir acknowledge Corporal Thai Lee's loyal and dedicated service to the Lenoir Police Department and the citizens of Lenoir, and
- 2) the Mayor and City Council declare the following police weapon of Corporal Thai Lee, upon retirement, as surplus and no longer have any additional use to the City of Lenoir {Sig Sauer Model P220R .45 caliber (Serial #G403227)}; and
- 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 Corporal Thai Lee in his retirement and commend him for the outstanding example he has set as a dedicated public servant.

Adopted this the 15th day of June 2021.

SEAL

A handwritten signature of Joseph L. Gibbons in black ink.

Joseph L. Gibbons, Mayor

ATTEST:
A handwritten signature of Shirley M. Cannon in black ink.

Shirley M. Cannon, City Clerk

2020-2021 Fiscal Year Budget Amendment 15-Jun-21

Request for amendments to be made to the annual budget ordinance for the fiscal year ending June 30, 2021 as follows:

ITEM 1: ADJUSTMENTS TO THE GENERAL FUND WITH A ZERO NET EFFECT ON FUND BALANCE.

Account Number	Department	INCREASE	DECREASE
4110	LEGISLATIVE	25,000.00	
4120	ADMINISTRATIVE	25,000.00	
4130	FINANCE		4,000.00
4250	VEHICLE SERVICES	7,000.00	
4270	ENGINEERING	75,000.00	
4310	POLICE SUPPORT	180,000.00	
4311	POLICE DECT.		55,000.00
4312	POLICE PATROL		48,000.00
4340	FIRE SUPPORT SERVICES		50,000.00
4341	FIRE SUPPRESSION		10,000.00
4511	STREET MAINTENANCE		40,000.00
4512	STREET TRAFFIC CONTROL		5,000.00
4710	SANITATION	60,000.00	
4740	CEMETERIES	20,000.00	
4910	PLANNING	35,000.00	
6120	REC ADMIN		50,000.00
6121	AQUATIC		80,000.00
6122	MULBERRY REC		10,000.00
6123	MLK		15,000.00
6130	PARKS		60,000.00
	TOTAL INCREASE/DECREASES	427,000.00	427,000.00
NET EFFECT ON THE GENERAL FUND BALANCE		-	-

ITEM 2: ADJUSTMENTS TO THE LENOIR TOURISM DEVELOPMENT AUTHORITY FUND WITH A ZERO NET EFFECT ON FUND BALANCE.

Account Number	Department	Increase	Decrease
LTDA - FUND 12			
4940	INCREASE REVENUE	20,000.00	
4940	INCREASE CONTRACTED SERVICES	20,000.00	
NET EFFECT ON THE LTDA FUND BALANCE		-	

ITEM 3: ADJUSTMENTS TO THE WATER/ENTERPRISE FUND WITH A ZERO NET EFFECT ON FUND BALANCE.

Account Number	Department	Increase	Decrease
WATER FUND			
7130	RHODHISS PLANT	100,000.00	

7131	WATER DIST.		225,000.00
7132	WATER RESOURCES	20,000.00	
7133	WATER ADMIN	100,000.00	
7141	WASTEWATER PRETREATMENT		35,000.00
7143	LOWER CREEK	40,000.00	
	TOTAL INCREASE/DECREASES	260,000.00	260,000.00
NET EFFECT ON ENTERPRISE FUND BALANCE		-	-

ITEM 4: ADJUSTMENTS TO THE GENERAL FUND BUDGET TO ALLOCATE FUNDING FOR THE NC RURAL CENTER GRANT REIMBURSEMENT FOR CRAFTMASTER FURNITURE.

Account Number	Department	Increase	Decrease
3326	RURAL CENTER REVENUE	500,000.00	
4110	ECONOMIC DEVELOPMENT	500,000.00	
NET EFFECT ON THE WATER/ENTERPRISE FUND BALANCE		-	-

ITEM 5: ADJUSTMENT TO CREATE AND ALLOCATE FUNDING FOR A CAPITAL PROJECT FOR AMERICAN RECOVERY PLAN FUNDS.

Account Number	Department	Increase	Decrease
4600/3920	REVENUE	3,834,691.00	
4527	EXPENDITURES	3,834,691.00	
NET EFFECT ON FUND BALANCE		-	-

ITEM 6: ADJUSTMENT TO ALLOCATE FUNDING FOR A CAPITAL PROJECT FOR ARC BROWNFIELDS PREVIOUS APPROVED.

Account Number	Department	Increase	Decrease
4130	FINANCE EXPENDITURES		36,000.00
3430/3837	ABC REVENUE	214,000.00	
3981	TRANSFER TO ARC BROWNFIELD PROJECT	250,000.00	
NET EFFECT ON FUND BALANCE		-	-

ITEM 7: ADJUSTMENT TO ALLOCATE FUNDING FOR A CAPITAL PROJECT FOR CROSSROADS SEWER CAPITAL PROJECT PREVIOUS APPROVED.

Account Number	Department	Increase	Decrease
7140	WASTEWATER COLLECTIONS		55,550.00
7160/7140	CROSSROADS SEWER PROJECT	55,550.00	
NET EFFECT ON FUND BALANCE		-	-

North Carolina
Caldwell County

LEASE

This Lease made and entered into the date of the last to sign below, is effective beginning July 1, 2021, is by and between:

HIBRITEN MOUNTAIN, LLC, a North Carolina limited liability company,

With a mailing address of:

Attn: James B. Hogan
Starnes Aycock Law Firm
118 N. Sterling St.
Morganton, N.C. 28655
(828) 437-3335; james@starneslawfirm.com, ("Landlord"),
and

CITY OF LENOIR

With a mailing address of:

Attn: Mr. Radford L. Thomas
City of Lenoir
Public Works, and Public Utilities Departments
Post Office Box 958
Lenoir, North Carolina 28645 ("Tenant");
both of Caldwell County, North Carolina;

RECITALS:

WHEREAS, Landlord owns the property known as Hibriten Mountain, pursuant to that certain deed recorded in deed book 1987 at page 1307 in the Caldwell County Registry; and

WHEREAS, Whitey Hawkins, Graham Gilley, and T&J Leasing Co. leased a spot near the top of Hibriten Mountain from Landlord, for the sole purpose of installing and maintaining radio antenna and related equipment; and

WHEREAS, for a number of years previous to this Lease, Tenant sub-let from Whitey Hawkins, Graham Gilley and/or T&J Leasing Co.; and

WHEREAS, Landlord and Graham Gilley and T&J Leasing Co. have agreed to cancel and terminate their lease; and

WHEREAS, Landlord and Tenant now desire to lease the same property on Hibriten Mountain directly, on the terms and conditions described below.

THEREFORE:

Subject to the terms and conditions herein set out, Landlord does hereby lease to Tenant, and Tenant agrees to lease from Landlord, the following described property:

1. A spot on top of Hibriten Mountain for the sole purpose of installing a maintaining radio and communications equipment. Some of said equipment is located within one or more buildings at the top of Hibriten Mountain. This lease is a continuation of the lease Tenant had with T&J Leasing Co., regarding the space being leased, and any expansion of the space taken up by Tenant or the location

of additional equipment that takes up more space in the buildings or on the ground is not covered by this Lease, and will require an additional lease agreement with Landlord. Included in this lease is the right of access to the Tenant's equipment, but Landlord has no duty to provide maintenance or repair to the gravel road that is known as Hibriten Mountain Road.

2. This lease is non-exclusive, and other Tenants may have similar leases regarding spots in the same building and nearby on the ground.
3. This lease shall begin on July 1, 2021 and, unless sooner terminated as herein provided, shall continue for twelve months, June 30, 2022. This lease shall automatically renew for twelve months, unless terminated with ninety (90) days written notice to the other party at the addresses shown above. In the third and future years, the lease will continue to renew unless terminated.
4. The rental to be paid by Tenant for said premises shall be **\$200.00** per month for Public Works, **\$200.00** per month for Telemetry, and **\$250.00** per month for Water Department, all payable in advance of the 10th day of each month being rented or paid annually in July of each year in one lump sum payment. Should any monthly installment of rent remain overdue for twenty (20) days, at any time during such default Landlord may terminate this lease and demand and receive possession of said premises. Rent should be sent to: Attn: John C. Hogan, 10601 River Forest Drive, Raleigh, N.C. 27614-8969.
5. Tenant agrees to accept said premises in its present condition and at the termination thereof to surrender said premises to said Landlord in as good condition as it now is, ordinary wear and tear excepted.
6. Landlord accepts no responsibility or liability for any damage that might occur to Tenant's equipment or property placed upon Landlord's property.

In Testimony Whereof, said parties have executed this contract on the date of the last to sign below.

LANDLORD:

Hibriten Mountain, LLC

By: _____ (SEAL) Date: _____
W.J. Hogan – Manager

TENANT:

City of Lenoir

By: _____ (SEAL) Date: _____
Signature Name/Title Printed

Capital Project Ordinance for the City of Lenoir

American Recovery Plan 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 American Recovery Plan Capital Project to include the expenditure of federal funds for the capital items and project administration for the American Recovery Plan Capital Project. The project will be funded with federal stimulus 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:

Capital Improvements/Equipment	\$3,834,691.00
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Section 4: The following revenues are anticipated to be available to complete this project:

Federal Funding	\$3,834,691.00
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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 15th day of June, 2021.


Mayor


Clerk

Capital Project Ordinance for the City of Lenoir

Craftmaster Furniture 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 Craftmaster Furniture Capital Project to include the expenditure of NC Rural Center funds for the capital items and project administration for the Craftmaster Furniture Capital Project. This project is funded through the NC Rural Center's Building Reuse Grant.

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:

Building Reuse Expenditures	\$500,000.00
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Section 4: The following revenues are anticipated to be available to complete this project:

Federal Funding	\$500,000.00
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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.

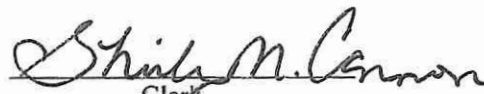
Section 6: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

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 15th day of June, 2021.


Mayor


Clerk

Date: 06-01-2021

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

Mr. Hildebran:

Please accept this letter as my official bid offer of \$ 500.00 for property owned by the City of Lenoir and located at 2733 Wheeler St, further identified by NC PIN 06 5173B
2749577733

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

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

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

Sincerely,

X Thomas M. Moody (please sign)

Full Name: Thomas Neal Moody
Phone number: 828-572-1398
Email: 49MOODY@GMAIL.COM
Mailing Address: 423 High Cir NW Lenoir 28645

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

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



CITY OF LENOIR
CASH RECEIPT

Receipt No: 1230733
Date: 06/11/2021
Time: 02:52:45 PM

Received From:

Amount: 50.00
Paid: 50.00
Change: 0.00

For:
RECEIPTS TO BE DISTR 50.00
10.00.3835.820 earnest money for
dep/offer to purchase
2379: 50.00

Received By: NTH